



**City Commission Meeting Agenda**  
**2 Park Drive South, Great Falls, MT**  
**Commission Chambers, Civic Center**  
**August 05, 2025**  
**7:00 PM**

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

Public participation is welcome in the following ways:

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

**Meeting Decorum Statement**

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

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

**MILITARY UPDATES**

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

## **PETITIONS AND COMMUNICATIONS**

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

2. Miscellaneous reports and announcements.

## **NEIGHBORHOOD COUNCILS**

3. Miscellaneous reports and announcements from Neighborhood Councils.

## **BOARDS AND COMMISSIONS**

4. Miscellaneous reports and announcements from Boards and Commissions.

## **CITY MANAGER**

5. Miscellaneous reports and announcements from City Manager.

## **CONSENT AGENDA**

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

- [6.](#) Minutes, July 15, 2025, City Commission Meeting.
- [7.](#) Minutes, July 29, 2025, Special City Commission Meeting.
- [8.](#) Total Expenditures of \$5,573,633 for the period of June 26, 2025 through July 9, 2025 to include claims over \$25,000, in the amount of \$4,832,100.
- [9.](#) Contracts List.
- [10.](#) Approve a Professional Services Agreement in the amount of \$264,097 for the Downtown Storm Drainage Improvements Phase 3, and \$323,767 for Phase 4 to Great West Engineering Inc., and authorize the City Manager to execute the agreement documents.
- [11.](#) Approve a Professional Services Agreement for the Wastewater Treatment Plant Access Gate in the amount not to exceed \$127,870 to Advanced Engineering and Environmental Services, Inc. and authorize the City Manager to execute the agreement documents.
- [12.](#) Approve a final payment of \$139,765.95 for the 33rd Street Water Storage Tank. This is comprised of \$138,368.29 to DN Tanks and \$1,397.66 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents.
- [13.](#) Award a contract in the amount of \$212,720 to Montana Materials & Construction, for the Giant Springs Road Slide Repair, and authorize the City Manager to execute the necessary documents.
- [14.](#) Approve a CDBG Funding Agreement in the amount of \$24,000 to the Montana Legal Services Association for the Montana Housing Justice CDBG Project which will provide support to LMI individuals experiencing housing-related legal problems.
- [15.](#) Approve a CDBG Funding Agreement in the amount of \$111,077 to the Spark! Children's Museum of Montana for the "Spark Inclusion" CDBG Project for ADA accessibility at their new location, 201 2nd Avenue S.

**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**

- 16. Resolution 10580, An Intent to Increase Property Tax. *Action: Conduct a public hearing and adopt or deny Res. 10580. (Presented by Melissa Kinzler)*
- 17. Resolution 10579, Annual Budget Resolution. *Action: Conduct a public hearing and adopt or deny Res. 10579. (Presented by Melissa Kinzler)*
- 18. Resolution 10592, Conditional Use Permit (CUP) to allow “marijuana cultivation” within the I-1 Light Industrial zoning district upon the property addressed as 748 Crescent Circle. *Action: Conduct a public hearing and adopt or deny Res. 10592. (Presented by Brock Cherry)*
- 19. Resolution 10596, Referring Ordinance 3278, an Ordinance Amending Title 9, Chapter 9, Section 030, of the Official Code of the City of Great Falls to Restrict Permissible Fireworks for Sale and Discharge, to a Vote of the People at an Election to be Held on November 4, 2025. *Action: Conduct a public hearing and adopt or deny Res. 10596. (Presented by David Dennis)*

## **OLD BUSINESS**

## **NEW BUSINESS**

## **ORDINANCES / RESOLUTIONS**

- 20. Resolution 10594, Relating to financing certain proposed water system improvements; establishing compliance with reimbursement bond regulations under the Internal Revenue Code. *Action: Adopt or deny Res. 10594 (Presented by Melissa Kinzler)*
- 21. Resolution 10597, Authorizing Participation in the Board of Investments of the State of Montana Annual Adjustable Rate Municipal Finance Consolidation Act Extendable Bond (InterCap Loan Program) for the Renovation of the Great Falls Fire Rescue Training Center. *Action: Adopt or deny Res. 10597. (Presented by Melissa Kinzler)*

## **CITY COMMISSION**

- 22. Miscellaneous reports and announcements from the City Commission.
- 23. Commission Initiatives.

## **ADJOURNMENT**

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

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

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

**JOURNAL OF COMMISSION PROCEEDINGS**  
**July 15, 2025 -- Regular City Commission Meeting**  
**Civic Center Commission Chambers, Room 206 -- Mayor Reeves Presiding**

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

Mayor Reeves announced that the livestream is down, but the meeting is still being recorded and will be posted on the City's website tomorrow.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS:**

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

Also present were City Manager Greg Doyon and Deputy City Manager Bryan Lockerby, Planning and Community Development Deputy Director Lonnie Hill, Finance Director Melissa Kinzler, ARPA Project Manager Sylvia Tarman, Human Resources Director Gaye McInerney, City Attorney David Dennis, Police Captain Brian Black, and City Clerk Lisa Kunz.

**AGENDA APPROVAL:**

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

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:**

None.

**PETITIONS AND COMMUNICATIONS**

1. **Jeni Dodd**, City resident, read from a prepared statement pertaining to her belief that the City failed to follow state law when it recently purchased land and when it increased the water, sewer and storm drain utility rates. For accountability and transparency, she suggested town hall meetings for major decisions inclusive of a process for public questions to be answered.

**Steve Gillespie**, City resident, commented that to him, the water, sewer, storm drain utility rate increase is a tax that is being blended into the water bill. It appears the City is raising money for some future development expenses. He inquired if there would be a



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separate line item on the water bill showing the accumulated amount of the rate increase in a separate account. He concluded that he may want to protest his bill after the account gets to a certain amount.

Mayor Reeves responded that City staff is currently developing rules for the infrastructure utility fees that will be set up similar to TIFs.

**John Hubbard**, City resident, commented that people on social security cannot afford the water, sewer and storm drain utility rate increase. Rather than raising rates, he suggested going after Governor Gianforte for sitting on \$2.5 billion of taxpayer money, the marijuana tax money and the lottery money.

### NEIGHBORHOOD COUNCILS

#### 2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

### BOARDS AND COMMISSIONS

#### 3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

### CITY MANAGER

#### 4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon made the following announcements:

- The City's Wastewater Treatment Plant was presented the NACWA Peak Performance Gold Award for 2024. This award recognizes that the facility received no permit violations for the entire calendar year. The City owns the facility, but it is operated by Veolia.
- Police Department promotions: Congratulations were expressed to Cara Guderian who was promoted to the rank of Sergeant, and Clay Bott who was promoted to the rank of Master Police Office.
- Ayden Conley started as a Probationary Firefighter. When he completes the fire academy, it will bring operations up to budgeted staff.

### CONSENT AGENDA

5. Minutes, July 1, 2025, City Commission Meeting.

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6. Total Expenditures of \$6,014,290 for the period of June 12, 2025, through June 25, 2025, to include claims over \$25,000, in the amount of \$5,214,920.
7. Contracts List.
8. Approve the purchase of one new 548 Peterbilt tandem axle cab & chassis with a rear load packer, including a Qwik-Tip from Northland Truck Sales of Fargo, North Dakota, through Sourcewell, for a total of \$347,971.20 and declare unit #907, a Sterling LT9500 truck as surplus.
9. Approve a final payment for the Missouri River North Bank Stabilization – Phase 2 project, in the amount of \$15,755.25. This comprises \$15,597.70 to Olympus Technical Services and \$157.55 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments **OF 1693.1**.
10. Approve the CDBG Funding Agreement in the amount of \$65,000 to the Public Works Department for the Parks ADA Corners CDBG Project for installation of ADA compliant handicap sidewalk landings adjacent to Grande Vista and Bel View parks **OF 1816.0**.
11. Set a public hearing on Resolution 10579, Annual Budget Resolution, for August 5, 2025.
12. Set the public hearing on Resolution 10580, Intent to Increase Property Tax, for August 5, 2025.
13. Set the public hearing for Resolution 10585 to levy and assess the General Boulevard District for August 19, 2025.
14. Set the public hearing for Resolution 10586 to levy and assess Great Falls Park District No.1 for August 19, 2025.
15. Set the public hearing for Resolution 10587 to levy and assess properties within Special Improvement Lighting Districts for August 19, 2025.
16. Set the public hearing for Resolution 10588 to levy and assess the Portage Meadows Maintenance District for August 19, 2025.
17. Set the public hearing for Resolution 10591 to levy and assess the Street Maintenance District for August 19, 2025.

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

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

**Jeni Dodd**, City resident, referred to Item #12 and expressed opposition to any proposed increases. With regard to Item #14, she wants to know how much Park District money is going to support the Scheels Aim High Big Sky facility before the public hearing.

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**John Hubbard**, City resident, expressed opposition to Items #12 - #17.

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

Commissioner McKenney referred to Item #12 and noted that about 85% of the general fund goes to public safety. The City of Great Falls has limited ability to increase property tax revenue because of a statewide property tax cap. The City is authorized to increase property tax revenue by one-half of the average rate of inflation for the prior three years.

Per the Montana Department of Administration, the allowable inflationary adjustment is 2.11%. That means that inflation was 4.22%, which means the City's buying power went down 2.11%. That is why the City cannot fund public safety.

Commissioner Wolff referred to Item #10 and expressed appreciation for the CDBG funding to install ADA corners so that people of all abilities can enjoy those parks.

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

Motion carried 5-0.

## **PUBLIC HEARINGS**

### **18. BUSINESS IMPROVEMENT DISTRICT (BID) FY 2026 BUDGET AND WORK PLAN.**

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

BID Executive Director Kellie Pierce reported that the BID had a successful fiscal year. She highlighted accomplishments that included: four permanent interior improvement grants, and nine applications for the business incentive grant program.

With regard to the work plan, the BID is building relationships with the Police Department, City staff, Commission, downtown property owners and business owners.

With regard to beautification, the BID hired a company to pressure wash the sidewalks in phases. Banners and flags were expanded into the 700 block, and the BID is working on expanding the sound system downtown.

She concluded that the work plan and budget is status quo.

Mayor Reeves asked if the Commissioners had any questions of BID Executive Director Pierce.

Hearing none, Mayor Reeves asked if there were any comments from the public in support of the FY 2026 BID Budget and Work Plan.

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**Rebecca Engum**, Great Falls Montana Tourism, commended the work that the team at the BID does for downtown Great Falls. They have been fantastic partners with many ideas and efforts that bring people into the community and stimulate the economy.

**Sherrie Arey**, NeighborWorks Great Falls Executive Director, noted that she serves as the Treasurer for the BID. She pointed out that it is not always obvious to everyone about why murals, flowers and clean sidewalks are a lever to economic development. She can see that business attraction, retention and safety has increased, as well as the overall atmosphere of the community by having a strong, vibrant downtown.

**Brett Doney**, Great Falls Development Alliance (GFDA), commented that it took a long time to get the momentum going downtown. There are empty spaces and underutilized properties downtown. If the momentum keeps going, it will build tax base and provide a wonderful asset for all City residents.

Mayor Reeves asked if there were any comments from the public in opposition to the FY 2026 BID Budget and Work Plan.

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 accept the FY 2026 Business Improvement District Budget and Work Plan.**

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

Commissioner Wolff appreciates the Downtown Safety Alliance, which is part of the BID. She has seen a vast change in the amount of loitering and illegal actions that were occurring. After the Rural Summit, she heard from people who hadn't been in Great Falls for a while, and who had been here before, that they were amazed at the significant, positive improvements that have been made.

Commissioner McKenney commented that the change downtown has been amazing. He noted that the BID's overall purpose is to improve and revitalize the downtown area. The fiscal impact is about \$300,000, and the BID office has grant programs, tree maintenance, beautification efforts and additional projects for streetscapes, and economic growth. The goal of the BID is to create an environment that appeals to shoppers, office workers, residents, tourists, new businesses and investors. Job well done.

Commissioner Wilson thanked the BID for its proactive actions downtown. They approached her, on behalf of her American Legion Post, and funded flags for another block. The next holiday will include flags down to 8<sup>th</sup> Street.

Mayor Reeves commented that he is proud of downtown. It is awesome to see the revitalization going on.

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

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Motion carried 5-0.

**19. TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID) 2025/2026 BUDGET AND WORK PLAN.**

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

TBID Executive Director Rebecca Engum introduced Suzi Kearns, a public school teacher doing her externship with the TBID through Reach Higher Montana that helps her get her continuing education credits and gives the TBID an opportunity to share what it does at Great Falls, Montana Tourism in totality.

Executive Director Engum reported on the successes of last year:

- 1.7 million overnight visitors in Great Falls, who spent over \$275 million dollars in the Cascade County economy
- Room demand of 485,000 rooms
- Launched 20 new partnership opportunities for local businesses to leverage TBID efforts and market to the traveler market
- Great Falls brand to keep the community message consistent across all partner platforms

The TBID measures a lot of its success in tourism with room demand. On any given night there are 2,300 rooms available to rent in Great Falls. The collective market was up 4% ahead of last year. However, January began a downward slide that is connected to Canadian travel, layoffs of government workers, as well as fiscal impacts to some federal entities that are big tourism drivers – Glacier National Park, Lewis and Clark Interpretive Center, for example. As of June, she projects a 1% growth over fiscal year 2024.

TBID is in the midst of a partnering a public relations effort with the Great Falls Development Alliance. The services of a public relations firm have been retained to engage prospective writers who will make Great Falls the feature of articles in regional and national publications. This is a 12-month project with the first few months spent onboarding and doing research. Two pieces about Great Falls have been drafted that have been sent to 192 writers, with one writer currently planning on coming into the market to do a piece on Great Falls in August. This new strategy is continually being evaluated, and the TBID will make a reinvestment if it makes sense. At this time, however, the TBID does not have a budget line for it in the FY 26 plan.

Great Falls, Montana Tourism will continue with paid, owned and earned media to include out of market and resident influencers. The development of a media kit has been added. The public relations strategy will be finished. New, for this plan, is an enhanced film and television production strategy. In the last year, the TBID has had the opportunity to host three different film companies in Great Falls, producing a variety of TV shows, documentaries and movies.

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They will continue its guerrilla style resident sentiment effort, providing strategically aligned sponsorship, assisting market guests with details on how to explore the community and donating Great Falls getaway prizes as silent auction items and fundraisers in targeted communities. With its group strategies, the TBID will continue to include a winter event and a film festival. However, the TBID has decided not to move forward with Rhythm and Rumble, after a deep dive into analyzing the market and digging into the ever increasing amount of competition for live music. The TBID will continue to support established events like Mimosa Showdown, which is in partnership with Downtown Great Falls; and, new this year will be an event training resource to help organizers of local events leverage the traveler market.

The TBID has a shift in its strategy for meetings and conventions and will refocus efforts to source meetings, conventions and passion projects from residents. They found the greatest success on gaining new business in Great Falls comes from local champions.

The targeted event attendance will focus on bus tours and sports for FY 26. They will continue efforts to support local businesses bringing in outside labor with an objective to have the worker experience the fun of Great Falls that they will then share with friends and family for an initial and subsequent return visit. New initiatives include an event called Pledge Great Falls to rally new residents to get excited about living in Great Falls, a frontline ambassador training, and hopefully leveraging the government access channel for information sharing.

In closing, the assessment budget presented is an estimate. The final reporting of assessment collection by lodging properties will not be completed until the end of July. The assessments collected are from travelers staying in a hotel or motel here in Great Falls. Those people staying will only pay that assessment if they are here for 30 days or less.

The final amount of the assessment collected will be provided to the Commission to levy on the property tax statement distributed by Cascade County and the budget will be amended to the actual amount after the final assessment is levied.

Mayor Reeves asked if the Commissioners had any questions of TBID Executive Director Engum.

Hearing none, Mayor Reeves asked if there were any comments from the public in support of the 2025/2026 TBID Budget and Work Plan.

**Kellie Pierce**, BID, commented that it means a lot to have the partnership with the TBID to support the local economy and help grow tourism not just for downtown, but Great Falls in general.

**Brett Doney**, Great Falls Development Alliance (GFDA), commented that this is a unique concept to Montana that has been spreading around the country that hotel owners essentially vote to tax themselves. The importance about tourism for Great Falls is (1) it is a primary sector industry, (2) it supports a number of local businesses, and (3) it is a

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great marketing tool to attract entrepreneurs, developers and primary sector businesses. The key success is everyone working together all the time.

Mayor Reeves asked if there were any comments from the public in opposition to the 2025/2026 TBID Budget and Work Plan.

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

**Commissioner Wilson moved, seconded by Commissioner Wolff, that the City Commission accept the 2025/2026 Tourism Business Improvement District Budget and Work Plan.**

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

Commissioner Wolff recommended TBID Director Engum connect with the Airport Director and Board about the TBID successes. She noted that she was appalled to read in the executive summary that 34% of residents would not recommend visiting Great Falls. With regard to outdoor recreation, she was thrilled for the kayak rentals.

Commissioner McKenney commented that he has been in Great Falls for 40+ years. There is so much to do in the area in a day's drive, and he hasn't done it all yet. He inquired what Great Falls is doing right and where can it improve.

Executive Director Engum responded that what we are doing right is arts and culture - the work of the BID team with the creation of murals, the Rivers Edge Trail Foundation with 30 art installations on the River's Edge Trail, and 13 museums in the community. Beyond the live music and symphony, there is just a ton of art in our community. That is something we should be very proud of that many communities our size and larger don't have.

Great Falls has opportunities for convention and meeting space or usable event space. There is a lot of opportunities for groups of 50 or less, but it becomes a challenge to find availability of the assets within the community for groups of 500 and more. Not necessarily because the venues don't exist, but because they are occupied, dated or capital improvements haven't been made. Great Falls is competing against 400 other communities in the United States for the same business. They don't have to come here.

When HVAC systems are not improved, when technology isn't available, and when the capital improvements haven't been made to properties in over 20 plus years, people who book nationally and internationally know that and it causes Great Falls the inability to land some of that business.

Commissioner Wolff encouraged everyone to see the local, top quality production from the Great Falls Theater – Fiddler on the Roof.

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

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Motion carried 5-0.

**20. 2025-2029 CDBG & HOME CONSOLIDATED PLAN AND CITIZEN PARTICIPATION PLAN.**

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

ARPA Project Manager Sylvia Tarman reported that CDBG and HOME programs are federal programs administered by HUD to help fund local community development programs including affordable housing, public service agency assistance, economic development and public infrastructure projects. The primary goal of these programs is to assist low and moderate income (LMI) persons in Great Falls. State and local governments receive funding from HUD based on a formula derived from population and housing statistics. HUD requires public input, especially input from lower income citizens and the agencies representing them, on issues and needs of the community.

For the development of the 2025-2029 Consolidated Plan, the City choose to work with a consultant who specializes in CDBG planning. The City contracted with Community and Policy Advisors, LLC to prepare the draft Consolidated Plan and help staff through the public consultation process. As part of the requirements of public consultation, the consultant put together a community survey that City staff distributed to known local advocates, as well as posting to the City website and social media pages. The survey received over 500 responses, and provided many useful comments. The City also hosted a Community Housing Work Group on March 26, and a Community Needs Work Group on April 16. Both these meetings were well attended with 20-30 individuals, both in person and online; and provided great input and discussion from community members.

For the Consolidated Plan itself, the consultant updated data throughout the plan to reflect the new timeframe, updating the City Department to Finance, and updating the demographic information from their research. Much of the demographic data is based on the 2020 Census and American Community Survey Data. The biggest change in terms of Goals, is the combination of updated goal outcomes and updated five-year funding amounts. For example, Fair Housing was included in the public service goal, and Affordable Housing was also joined with Housing Rehabilitation. The dollar amounts assigned to each goal has been updated somewhat based on the data analysis and public input. These goals are specifically broad and not based on anticipated projects, as it offers the City a large amount of flexibility to fund a variety of projects and align with the current capacity of city programs already in place, as well as the opportunity to address additional needs, should it arise in any one area. The Consolidated Plan focuses on the following priorities: 1) Public Services, 2) Affordable Housing, 3) Economic Development, 4) Public Facilities and Improvements, 5) Planning and Administration, and 6) CDBG Slum and Blight Removal. The yearly Annual Action Plans will be more specific, calling out anticipated projects and funding amounts.

Based on the survey responses and community partner discussion, affordable housing was the area most wanted to see supported. Therefore, as you will see in the Goals Summary



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Table (SP-45), we have allocated the largest percentage of funds to that goal over the next 5 years. Unfortunately, the total allocation for this goal over the next 5 years amounts to just over 2 million dollars between CDBG and HOME funds. Our yearly allocation for CDBG is estimated to be \$761,417.00 and HOME is estimated at \$226,142.00, for a 5 year combined total of approximately \$4.9 million dollars. With the rising costs of construction and infrastructure installation, that amount is but a drop in the bucket for a lot of projects. Therefore, to leverage these funds to help the maximum amount of people, staff has to focus on ways to implement this funding quickly and spread it across the community as best we can. These funds should really be looked at as part of a blended funding mechanism, rather than a sole source, for larger projects especially.

The consultant also helped the City revise the Citizen Participation Plan. This revision will streamline the public notification process. The biggest change is what is defined as a "substantial amendment". A substantial amendment is now defined as a "Change in allocation priorities of more than 20%; Carrying out new program activities that do not meet the goals identified in the Consolidated Plan or Annual Action Plan; Change in purpose or scope of activities identified in the Consolidated Plan or Annual Action Plan." The purpose of changing this is to reduce the administrative burden of having to put amended plans out for the 30-day public review process unless they fall into these categories

City staff presented these plans at the May 20, 2025, commission meeting and made the draft plans available for public review at that time. These plans have been available for longer than the required 30-day comment period and staff has not received any comments on the draft plans. Staff is confident these plans represent a good path for administering CDBG and HOME funds for the next 5 years, based on the community's needs, and recommends adopting the final draft of the 2025-2029 Consolidated Plan and Citizen Participation Plan.

Mayor Reeves asked if the Commissioners had any questions of ARPA Project Manager Tarman.

Mayor Reeves inquired how many dollars are set aside for blight removal.

ARPA Project Manager Tarman responded that \$200,000 is set aside for the next five years.

Mayor Reeves asked if there were any comments from the public in support of the 2025-2029 CDBG & HOME Consolidated Plan and Citizen Participation Plan.

**Cari Yturri**, Development Director at Family Promise, commented that there is a big problem, especially for single wage earners, to find homes. She urged the majority of funds to be spent on affordable housing.

**Sherrie Arey**, Executive Director for NeighborWorks Great Falls, would like to see that housing through CDBG and HOME be the priority. The amount for slum and blight is not enough. The only way in some downtown areas to create affordable housing is to be

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able to partner with the City to use CDBG funds to remove a blight and be able to put in a new home. She encouraged the Commission to continue to put more funds into homes and to use every tool possible to make sure that housing production continues.

**Brett Doney**, Great Falls Development Alliance, commented he thinks this is the best plan that the City's had since he has been here. It is commendable to spread the money as widely as possible. However, he suggested focusing the money on one to three projects a year to get more bang for the buck. He also noted that HUD has made the use of CDBG funds for economic development very difficult. He suggested that allocation could be shifted to housing.

Mayor Reeves asked if there were any comments from the public in opposition to the 2025-2029 CDBG & HOME Consolidated Plan and Citizen Participation Plan.

**Jeni Dodd**, City resident, commented that she has issues with this whole program due to a lack of transparency. She has been seeking program records from subrecipient Great Falls Development Alliance for more than two years and has not received any records. As a federal taxpayer, she wants to know where this money is going and what it is being used for.

There being no one further to address the Commission, Mayor Reeves closed the public hearing and asked the will of the Commission.

**Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt the final draft of the 2025-2029 Consolidated Plan and Citizen Participation Plan.**

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

Commissioner Wolff expressed appreciation to ARPA Project Manager Tarman for the extensive conversation today. She noted that a lot of entities came together for the Baatz Building, and that project will be an amazing change for downtown and for some most needy citizens. She envisioned a project where all the Continuum of Care entities came together and used all of their resources for better outcomes. She encouraged the entities to find common goals and make things happen.

Commissioner Wilson commented that she has seen a lot of housing projects come before the Commission. She could not afford to move into any of those projects the Commission has approved the past couple of years. Great Falls needs more affordable housing. There are people who are working and living in their cars because of the lack of affordable housing.

Commissioner McKenney inquired of Ms. Yturri what she meant by - there is a big challenge for single wage earners.

Ms. Yturri clarified it is virtually impossible for single wage earners with children to find affordable housing. This is a nationwide challenge.

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Commissioner Tryon reiterated that the total amount for the five-year plan is \$4.9 million. This year would comprise approximately \$777,000 in CDBG funds and \$230,000 in HOME funds. What he is hearing is that the priority should be focused on housing.

ARPA Project Manager Tarman responded that of the six goals, housing has the largest funding.

Commissioner Tryon inquired about opportunities and restrictions that HUD puts on leveraging CDBG funds with private money. CDBG is not going to take care of housing - low-income or otherwise.

ARPA Project Manager Tarman explained that the hard part is trying to solely fund a project, because CDBG funds cannot be used for planning, architecture, or engineering fees. That is when it helps to partner with operations like Family Promise or NeighborWorks. Those organizations can get through the planning stages. The City comes in as a supplementary funding mechanism.

Commissioner Tryon inquired if the City could only partner with non-profits or if it could partner with privately funded developments.

ARPA Project Manager Tarman responded that, if the City helps support a project, there is a period of affordability. That requires them to keep rents or sale prices to a certain threshold, which is 80% of the median area income. A lot of private entities are in it for profit. At those rates, that project will not pencil out.

Because of the minimal funding the City receives, Commissioner Tryon commented that having one big CDBG project as has been suggested wouldn't fully address the housing that is needed.

Because of restrictions, reporting and monitoring, ARPA Project Manager Taman noted that it is easier to focus on rehabilitation of existing units to keep existing units habitable.

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

Motion carried 5-0.

## **OLD BUSINESS**

## **NEW BUSINESS**

### **21. RIVER'S EDGE TRAIL CONNECTOR AGREEMENT AMENDMENT #1.**

Planning and Community Development Deputy Director Lonnie Hill reported that this item is a request to amend the existing 2019 agreement for the River's Edge Trail

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Connector project along River Drive South from Broadwater Bay north to the Electric City Water Park.

This trail project, which began planning in 2016, effectively fills the gap along the river, creating a straight and direct connection between the segment of trail that runs south of Broadwater Bay and the trail running north past the Weissman Pedestrian Bridge.

Currently, the route runs off the river through the police station parking lot, confusing visitors and new trail users, as well as causing conflict between vehicles, trains, and trail users.

This project is a collaboration between the City of Great Falls, the River's Edge Trail Foundation, and the Montana Department of Transportation.

The project includes the realignment of River Drive South as it passes under the railroad crossing.

The proposed amendment is necessary to outline revised financial commitments, which are shown on the table on page #273 of the agenda packet.

The original cost of the project was estimated to be \$1.9 million in 2019. The current estimate is approximately \$5.2 million.

Federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) dollars through the Metropolitan Planning Organization (MPO) make up a bulk of the difference, but the State of Montana has also stepped up to contribute \$180,000.

The City's contribution has also increased from \$265,214 to \$522,000 (a difference of \$256,786). These funds have been budgeted by the Park & Recreation Department's list of Maintenance Projects for FY2026.

**Commissioner Wilson moved, seconded by Commissioner Wolff, that the City Commission approve Agreement Amendment #1 with the Montana Department of Transportation for the River's Edge Trail Connector project along River Drive South.**

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

**Rebecca Engum**, Great Falls Montana Tourism, 15 Overlook Drive, commented that the opportunity that this project provides, not just for leisure travelers and tourism, is the sports segment to expand opportunities for races and competitive sports that don't exist now because of the way the trail is set up. She added that Great Falls Development Alliance commissioned a recreation and entertainment market assessment. In the current market findings report, there is indication that there is strong potential for recreation and natural environment opportunities. This project fits with that, so the commitment for the City to step up with all the other partners to make this happen is incredible.

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**Brett Doney**, Great Falls Development Alliance, commented that GFDA is excited this project is moving forward. He added this project is a big public safety improvement.

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

Mayor Reeves noted the skyrocketing costs – six years ago this was about a \$2 million dollar project and now it is \$5.2 million.

Commissioner Wolff added that the realignment of some of the path is to help save additional costs, especially if it were going to be further out along the river.

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

Motion carried 5-0.

**22. LABOR AGREEMENT BETWEEN CITY OF GREAT FALLS AND CITY OF GREAT FALLS PUBLIC EMPLOYEES CRAFTS COUNCIL FOR THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2027.**

Human Resources Director Gaye McInerney reported that there are two collective bargaining agreements before the Commission. The City began the collective bargaining season in April of 2025.

These two collective bargaining agreements represent three and four of seven contracts. As a reminder the seven contracts represent 11 unions covering approximately 350 employees or 75% of the City's workforce. The first collective bargaining agreement is for the City of Great Falls Public Employees Crafts Council which consists of 116 employees across four departments of Administration, Library, Park and Recreation and Public Works. The two negotiating teams worked to update and clarify contractual language and came to consensus. Key items of change include (1) the term of the agreement for two years from July 1, 2025 through June 30, 2027; (2) Annual health insurance premiums will be shared with the City paying 80 (eighty) percent and the employee paying 20 (twenty) percent; (3) Article 36 was added which states employees may not be under the influence of or impaired by alcohol or controlled substances while on duty. All Crafts members are subject to random drug testing as referenced in Section 8 of the Personnel Policy Manual; (4) Two positions were added - Maintenance Worker III – one in each of the Operators, Teamsters and Laborers unions, and Senior Vehicle Services Mechanic – one in each of the Machinists and Operators unions.

In addition, the FY26 and FY27 wage schedules reflect targeted market adjustments based on a competitive market wage study as follows: Laborers – 2 percent, Teamsters – 3 percent, Operators – 4 percent, and Machinists – 7 percent, as well as a cost of living increase of 3 percent and a health insurance adjustment of 1 percent for each year of the two-year contract was negotiated.

The financial impact of the targeted market adjustments, cost of living increase of three percent and a health insurance adjustment of one percent for the term of the two-year contract is approximately \$1,115,140.

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Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission approve the labor agreement between the City of Great Falls and the City of Great Falls Public Employees Crafts Council for the period of July 1, 2025, through June 30, 2027.

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

Commissioner McKenney inquired if Article 36 was in the previous labor agreements and is it going to be in all the negotiated agreements.

Director McInerney responded that they are attempting to negotiate a clause similar to Article 36 in all the agreements. A couple of the agreements already had that language in place. Before the Commission tonight is the first agreement that they were successful in bargaining it in.

Commissioner McKenney received clarification that that the health insurance adjustment of one percent was to help ease the transition to the 80/20% split.

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

Motion carried 5-0.

**23. LABOR AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND THE MONTANA FEDERATION OF PUBLIC EMPLOYEES (MFPE), CITY OF GREAT FALLS 911 PUBLIC SAFETY COMMUNICATIONS OFFICERS, LOCAL #8541 FOR THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2027.**

Human Resources Director Gaye McInerney reported that this item is the labor agreement between the City of Great Falls and MFPE City of Great Falls 911 Public Safety Communications Officers, Local #8541, which currently consists of 11 employees.

Members of the negotiating teams worked to update basic contractual language to make the Agreement clearer, more understandable and consistent. This included grammatical corrections, updating wording to reflect current terminology and referencing applicable policies throughout the agreement. Key items of change include: (1) a contract term of two years from July 1, 2025 through June 30, 2027; (2) annual health insurance premiums will be shared with the City paying 80 (eighty) percent and the employee paying 20 (twenty) percent; and addition of a Lead PSCO position at a Grade 38.

The FY26 and FY27 wage schedule reflects a market adjustment of five percent, a cost of living increase of three percent and a health insurance adjustment of one percent for each year of the two-year contract.

The financial impact of a market adjustment, cost of living increase and health insurance adjustment for the term of the two-year contract is approximately \$139,000.

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She concluded that this was the second contract that came to consensus in less than five hours, and that it contains similar language as Article 36 referenced in the previous agreement.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission approve the labor agreement between the City of Great Falls and the Montana Federation of Public Employees (MFPE), City of Great Falls 911 Public Safety Communications Officers, Local #8541 for the period of July 1, 2025 through June 30, 2027.

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

Commissioner Wolff commented that this entity is so critical to everyone in this community, and the difficulty of being able to attract people to these job and retain them. She is pleased with the agreement.

Commissioner Wilson commented that she has spent a couple of shifts at the 911 Center and those are the hardest working people under the most stressful conditions. They deserve all they can get.

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

Motion carried 5-0.

## ORDINANCES / RESOLUTIONS

### **24. ORDINANCE 3276, ASSIGNING PLANNED UNIT DEVELOPMENT (PUD) ZONING TO LOT 1 OF THE MERCEDES MINOR SUBDIVISION AS REQUESTED BY KARL BIRKY WITH KIB HOMES FOR THE PROPOSED PEACE HARBOR PHASE 1 MAJOR SUBDIVISION.**

Planning and Community Development Deputy Director Lonnie Hill reported that this item is a request that the Commission set a public hearing for August 19th, 2025, to consider annexation, assignment of planned unit development (PUD) zoning, and preliminary plat for the proposed Peace Harbor Phase 1 major subdivision.

The applicant, Karl Birky of KIB Homes, proposes to establish a 67-lot single-family residential development to be constructed in two phases.

The applicant requests PUD zoning due to the proposed lot sizes of the development. The subdivision will include lots ranging in size from approximately 5,200 to 12,200 square feet.

The range in lot sizes supports a more diverse residential housing development, creating options for buyers, as well as making more efficient use of the land and public infrastructure.

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Tonight's action is not to approve or deny the request, but only to formally schedule the required public hearing for August 19th.

Commissioner Wilson moved, seconded by Commissioner Wolff, that the City Commission accept Ordinance 3276 on first reading and set a public hearing on for August 19, 2025.

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

**CITY COMMISSION****25. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Commissioner Wolff commented that she continues to see and hear comments about the Rocky Mountain Building. It is impacting downtown business people, their businesses and people wanting to be downtown.

**26. COMMISSION INITIATIVES.**

Commissioner Tryon requested clarification on the actions it will be taking following this evening's work session.

Manager Doyon responded that the Commission will be polled on its availability based on the absolute last dates for the Commission to put together a question to the voters on fireworks.

Staff will provide a basic draft question, and draft ordinance based off other communities in Montana.

The Commission will meet in a work session. Additional information will be provided from public safety staff pertaining to enforcement, hear more from the public, and then the Commission can decide if it wants to take action either way.

Commissioner Tryon inquired if the Commission could make amendments at the work session.

Manager Doyon responded, if the Commission chose to put it on a ballot, the last date is August 11, 2025.



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Commissioner Tryon reiterated that the Commission has the option of putting it on the ballot or not putting it on the ballot, and retain the option at first reading to amend the resolution as provided by staff for the second reading and final vote.

Commissioner Wolff requested an update from Planning staff of all of the housing developments, and where they are at in the process, that the Commission has approved.

Planning and Community Development Deputy Director Hill responded that he could update a map with current information.

## **ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of July 15, 2025, at 8:40 p.m.**

Motion carried 5-0.

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Mayor Cory Reeves

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City Clerk Lisa Kunz

**Minutes Approved: August 5, 2025**

**JOURNAL OF COMMISSION PROCEEDINGS**  
**July 29, 2025 -- Special City Commission Meeting**  
**Civic Center Commission Chambers, Room 206 -- Mayor Reeves Presiding**

**CALL TO ORDER: 5:30 PM**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS:**

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

Also present were City Manager Greg Doyon and Deputy City Manager Bryan Lockerby, City Attorney David Dennis, Fire Chief Jeremy Jones, Police Captain Doug Otto, and City Clerk Lisa Kunz.

**AGENDA APPROVAL:**

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

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:**

None.

**PETITIONS AND COMMUNICATIONS**

1. **Ben Forsyth**, City resident, commented that he considers the July 1, 2025, work session minutes incomplete because they do not reflect all his statements regarding marijuana, as well as Commissioner Tryon's comments regarding same. He suggested the recording be referred to and all his comments be added to the minutes, stating that the only way the Commission will ever completely understand the tremendously complicated situation is to begin to read some of the documents he has provided. He requested the Commission set a time, date and place to have a discussion between the supporters of marijuana and the people who find harms in marijuana.

**Ron Paulick**, City resident, referred to a Neighborhood Council 4 issue pertaining to a vacant lot on 57<sup>th</sup> Street and 7<sup>th</sup> Avenue South, and complimented City staff and the property owner for taking care of the complaint. The property now looks like a nice place to develop some housing.

**JOURNAL OF SPECIAL COMMISSION PROCEEDING****July 29, 2025****ORDINANCES / RESOLUTIONS****2. RESOLUTION 10596: A RESOLUTION REFERRING ORDINANCE 3278, AN ORDINANCE AMENDING TITLE 9, CHAPTER 9, SECTION 030, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS TO RESTRICT PERMISSIBLE FIREWORKS FOR SALE AND DISCHARGE, TO A VOTE OF THE PEOPLE AT AN ELECTION TO BE HELD ON NOVEMBER 4, 2025.**

City Attorney David Dennis reported that the City of Great Falls has a long and storied history with regulation and deregulation of fireworks. Most recently in 2021, the State of Montana removed the restriction on aerial fireworks from its statute regulating fireworks. At the time, the City's fireworks ordinance referred to the State statute as to what was allowed or not allowed. At the time that the State removed that restriction, then those aerial fireworks that were previously restricted under State law were no longer restricted under State law or under local law.

Recently, the City Commission has received significant input from community members regarding the sale and use of fireworks within incorporated city limits. Many residents have voiced support for restricting these types of fireworks, citing concerns related to public safety, fire hazards, noise disturbances, and negative impacts on Veterans, pets and other vulnerable populations. These individuals urged the City to adopt stricter local regulations beyond those permitted under State law to address these concerns. Conversely, the City Commission has also received opposition from community members who wished to preserve the ability to sell, purchase, or use fireworks as currently allowed under State law. These residents emphasize personal freedom, traditional celebration, and economic considerations in their comments.

The Commission has held two different work sessions to discuss the potential regulation of fireworks. At the first work session, the Commission directed staff to provide ordinance draft options for regulating fireworks. At the second work session on July 29 *[sic]* July 22, 2025, staff presented those options, and the Commission directed staff to present the resolution and ordinance that is provided here today.

The City Commission has the authority to refer policy questions to the city electorate by ballot issue and has indicated to staff that it would like to place the issue on the November 4, 2025, general election ballot.

Under Montana law, the Commission may refer a proposed amendment to a City ordinance to a vote of the people. Resolution 3278 *[sic]* 10596, as presented, will officially refer the question to the electors on the November ballot. Resolution 3278 *[sic]* 10596 refers the form of ballot as stated in the agenda report in detail to the voters at the November 4, 2025, general election.

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**Commissioner Wilson moved, seconded by Commissioner Tryon, that the City Commission set a public hearing to consider Resolution 10596 for August 5, 2025.**

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

**Paul Lloyd Davies**, City resident, commented his preference is to ban all fireworks. This town looks like Fallujah in the week to two weeks leading up to July 4th. In addition to the reasons that were addressed by the City Attorney, he cited environmental concerns. Fire wasn't the only concern when the National Park Service did an environmental assessment and examined resuming fireworks displays at Mount Rushmore, South Dakota. The trash left behind by exploded fireworks, including paper and cardboard, and even unexploded shells were found to harm the memorial's aesthetics and pollute the nearby water supplies, groundwater, and surface waters. He discussed a 2016 U.S. Geological Survey study that found that several chemicals in fireworks, most prominently perchlorate, had leached into Mount Rushmore's groundwater, and when ingested at high levels has been known to affect human thyroid function.

Mr. Davies suggested, instead of impugning the character of a dead woman, he would hope that the fireworks industry in this town would come forward with a \$100,000 reward for the arrest and conviction of the people whose acts led to the death of that woman.

He concluded that, while it may be a nice step to put this on the ballot, he believes that the only direction to go is a total ban on the fireworks.

**Jeff Thill**, City resident, commented that in 2021 the State did not just allow aerial fireworks, it was changed so bottle rockets and roman candles were allowed in 2021. Artillery shells and everything aerial before that were allowed. He worked with former Mayor Winters to change City Code from five days to three days and added fines. The biggest problem was that the police couldn't differentiate between what was aerial or not. He reiterated that this isn't something that has been going on for a short period of time – artillery shells and similar fireworks were legal for many, many years.

**Ross Coons**, City resident, shared personal information why he supports the ban on fireworks in the City. While growing up in Havre he was subjected to his house being set on fire by a stray firework. It was an incredibly terrifying experience. In addition to the stress that it causes him hearing fireworks go off over his house even these days, dogs and Veterans are affected by fireworks. He has lived in cities where fireworks were not allowed. City displays were put on for the public. That would be an admirable compromise so that there is a contained area for people to choose whether to participate or stay in their own home and not have to experience fireworks for the better part of a week. He urged the Commission's support for a ban on fireworks in the City.

**Britta Oliverson**, TNT Fireworks, Cardwell, MT, commented that she empathizes with those who have had tragic events related to fireworks. She also strongly empathized with families who have been affected by drunk driving, by texting and driving, and by accidents

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caused by careless people who are not following the law. Unfortunately, when laws are put in place, that doesn't necessarily mean that people are going to follow them.

She suggested the Commission take more of a proactive approach to educate people on the safety of proper use and disposal of fireworks. She provided the Commission with an email this morning containing numerous links on how other states and cities have approached this. Rather than standing here year after year debating the problem of fireworks, she suggested being proactive and doing something to address it.

In talking with cities across the state who have banned fireworks, she knows banning is not going to work. People are going to continue to set off fireworks, just as they continue to text and drive or drive intoxicated. There is not a law that the Commission can make that is going to help people have common sense and have people automatically follow the law.

She commented that “we can’t assume common sense,” and that is why we need to educate. The materials she has at her disposal could help Great Falls be a flagstaff city to start showing the cities around the state how to promote safety rather than just continue to restrict or ban. Colorado has a program of fireworks safety starting in the fifth grade that she helped put together. The programs talks about the bucket brigade and fireworks safety. She taught fifth grade for 20 years, and fifth graders have an influence on their parents.

She concluded that, by using the tools that we have, it can limit more accidents through education and through being proactive rather than reactive.

**Melodee Scott**, City resident, commented that she is deeply concerned about the current situation with fireworks in our city.

She agrees with the comment made earlier about the importance of education. But, she also thinks that when dealing with individuals who enjoy the artillery explosions and the thrill of it all, she is not sure education is enough.

She is in support of banning fireworks within the City limits. She has looked into what other larger cities in Montana have done and banning has worked. It is the first step in getting people’s attention. A ban would also support our police department. Officers could make better use of their time than trying to respond to fireworks calls.

She continued that where she lives in Eagles Crossing, it sounds like a war zone. One of her neighbors set off fireworks in the middle of the roadway. Her house collected debris and she was afraid of a fire. She also fears for pets and Veterans.

She concluded that she doesn’t think restrictions will work. She suggested organized shows at the fairgrounds or parks, and banning fireworks within the City limits for the safety of people, property, and pets.

**Dick Scott**, City resident, commented that he and his wife lived in Great Falls from 2000 to 2005 when there were strict bans on fireworks. Fireworks were allowed at the baseball park and the fairgrounds, and maybe for New Year's Eve. He thinks that is enough.

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He personally witnessed pre-teenage children lighting good sized firecrackers and throwing them under an RV parked in front of his house. That was a dangerous situation that could have caused some problems.

As a Veteran, he feels that the celebration should be something that is more easily regulated, like in a park, baseball diamond, or isolated area. The supervision would be better organized with professionals doing it. The educational policies mentioned are fantastic. He thinks the kids will get it, but some of the parents never grow up and won't get it. He is in support of banning fireworks, or isolating fireworks for professionals in well-restricted and disciplined areas.

He ends up cleaning his yard for at least three months after the holiday from remnants coming down his rain gutters off his roof. The morning after this 4<sup>th</sup> of July, he used his blower to blow about 25 pounds of debris back onto the neighbor's driveway to get it off his driveway and off the middle of the street.

Written public comments were submitted by:

**Bob Brown**, City resident, commented that fireworks, except for sparklers, novelty snaps, poppers, bang snaps, and throwdowns, should be banned by the City.

**Jeni Dodd**, City resident, commented she does not understand why any Commissioner would deny the people a vote on this issue, especially since the cost of adding it to the ballot is negligible.

**Terry Bjork**, City resident, commented that fireworks restriction option #3 is never going to pass in Great Falls as it is far too expansive with its inclusion of plain old firecrackers and anything that explodes. He suggested there should be a much more well-considered option that addresses limits with a smaller scope. He asked the Commission to take a second look and craft some custom proposal for an option #4.

**Britta Oliverson**, TNT Fireworks, suggested partnering with the Bucket Brigade and Cascade County to do a robust safety and education campaign, and she provided links to social media safety materials and sample education messaging.

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

Commissioner McKenney commented that he heard City Attorney Dennis paint this issue as the citizens who want a fireworks ban versus businesses that sell fireworks. As he listens to community comments, there are plenty of citizens that still want fireworks.

Commissioner Tryon and Mayor Reeves noted that they heard City Attorney Dennis say there were citizens on both sides of the issue.

City Attorney Dennis responded that his role isn't to paint it either way. He tried to describe the discussions as he had heard them.

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Commissioner Wolff thanked the person for bringing up the point of education. Somebody made the comment that we can't legislate common sense, no matter what we would do. There are several of us who have had experiences with fireworks causing or potentially causing damage to our homes.

With regard to the proposal language on page 2 of 3 of the agenda packet, she inquired if the words "mortars and grenades" should be added to the prohibited fireworks. She noted there is a black market that sells those items.

Her concern is that no matter what the Commission does tonight, next week, or if it goes to the election, there will still be those fireworks going off and it will still be a burden on the Police and Fire departments. She stands by her original statement that the woman who lost her life deserves more and she deserves better. She didn't ask to die a horrible death in her own home.

Commissioner Tryon commented that he appreciated the email about the safety and education measures. Whether the voters decide they want to go with an ordinance that restricts fireworks or whether they vote to keep it the way it is, the City will have to do more to educate the public on fireworks laws and enforce existing or future ordinances. He understands the argument that people will continue to do whatever they want even if the voters approve the proposed fireworks ordinance. He doesn't agree with the argument that people will break the rules anyway as a reason not to act. He understands there is a lack of public safety resources. But, he doesn't buy the argument that restrictions do nothing at all. He believes that restrictions in other cities have worked. The voters are smart enough to know that this isn't just something that you flip a switch, pass an ordinance, and all fireworks stop in city limits.

Referencing a Montana Free Press article, he quoted:

- Bozeman Police Chief Jim Veltkamp told Great Falls officials in an email that fireworks calls have gone down a bit and that the city is still working to educate residents about a relatively new rule. Bozeman banned fireworks in 2023.
- Bozeman Fire Chief Josh Waldo said that they anticipated a transition period while people get used to the change. He said that the department is more focused on letting people know about the fireworks ban rather than pursuing tickets. When you start down this path, please do not think that you're going to pass this ordinance and flip a switch, Waldo said. It's going to take time. He said the use of fireworks has decreased in the city anecdotally, but it hasn't ceased.

One challenge that the Commission will have if this goes on a ballot is educating the public, so they understand that this is not flipping a switch. People need to be well educated about what this vote does and does not mean.

Commissioner Tryon noted that the Commission is not making a decision tonight on banning or not banning fireworks. Tonight is first reading that would set the resolution

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and ordinance language for a public hearing on August 5<sup>th</sup> regarding whether or not to send it to the ballot on November 4<sup>th</sup> for the people of this community to decide.

He believes the proposed ballot language is straight forward the way it is phrased. The more items that are included about what is permitted and not permitted the harder it gets for people to go through it and make a decision. This November is the best time to decide this issue because it is the most cost-effective time - only \$88 for the City to place it on the ballot. A special election would cost \$30,000–\$40,000. Waiting until next November (with federal and state races/issues) would create a more confusing ballot and cost more.

He concluded that this process is not rushed, but rather meeting a necessary 85-day deadline for ballot placement.

He asked if City Attorney Dennis wanted to respond to the commenter that took exception to his comments about the 2021 state ban on aerials no longer being in effect.

City Attorney Dennis clarified that the language of the State statute prohibited skyrockets, which was not defined, roman candles, bottle rockets and maybe one other thing. Although he knows these things have very specific definitions under federal or other laws, he interpreted them to mean something that goes up in the air and explodes.

Commissioner Tryon inquired if it was correct that prior to 2021, skyrockets and those other things were prohibited in the City because the City defaulted to State regulations.

City Attorney Dennis responded that the City law was changed in 2007. Prior to 2007, the City had a very elaborate regulatory structure for fireworks that was too cumbersome, because it was very specific and detailed as to all the different types of fireworks and what people could and couldn't do. To simplify it, the Commission at the time referred to what was allowed under State law.

Commissioner Tryon reiterated that when state law changed, by default City restrictions and regulations changed.

Commissioner Wilson commented that she doesn't believe hand grenades and mortars are allowed to be shot off in the City.

City Attorney Dennis responded that hand grenades are not considered consumer fireworks and, therefore, would not be allowed under state law.

She thinks education on fireworks safety also needs to be stronger for ground fireworks, noting when she was a kid a neighbor set their house on fire using ground fireworks in a garage with flammable items. She doesn't think fireworks safety covers rockets that go up in the air and land on other people's property. There is nothing that makes that safe.

It is going to be hard to ban fireworks totally. She hears a lot from people that this issue needs to go on the ballot and they are happy with a restriction.



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Mayor Reeves prefers not to have the Commission go down this path. He would prefer stronger enforcement and do the educational component. He also believes that this community is torn on this topic, and he wants it to go to the will of the people and he will respect whatever they decide.

He thinks there will be significant challenges because there are county parcels located within the city limits. If a ban does occur, people will just go to that county parcel to get their fireworks.

Frankly, if the Commission legislated this issue, he would not vote in favor of a ban on fireworks. He would want the Commission to focus more on education and enforcement of the rules that are currently on the books.

Commissioner McKenney commented that, because this is first reading, he will save most of his comments for the public hearing when a decision will be made. He pointed out that he opposes an ordinance banning fireworks, he opposes putting this issue on the ballot, and he will speak more about his reasoning at the August 5<sup>th</sup> meeting.

There being no further discussion, Mayor Reeves asked the City Clerk to remind the Commission of the motion.

City Clerk Lisa Kunz recalled that Commissioner Wilson moved, seconded by Commissioner Tryon, that the City Commission set a public hearing to consider Resolution 10596 for August 5, 2025.

Mayor Reeves called for the vote.

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

## ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the special meeting of July 29, 2025, at 6:20 p.m.**

Motion carried 5-0.

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Mayor Cory Reeves

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City Clerk Lisa Kunz

**Minutes Approved: August 5, 2025**



Commission Meeting Date: August 5th, 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              | 06/26/2025 - 07/09/2025 | 2,215,475.32 |
| MISCELLANEOUS ACCOUNTS PAYABLE WIRES | 06/26/2025 - 07/09/2025 | 3,303,222.32 |
|                                      | SUB TOTAL: \$           | 5,518,697.64 |
| MUNICIPAL COURT CHECKS               | 06/26/2025 - 07/09/2025 | 54,935.39    |
|                                      | GRAND TOTAL: \$         | 5,573,633.03 |

**GENERAL FUND**

**CITY COMMISSION**

|                                  |                      |           |
|----------------------------------|----------------------|-----------|
| MONTANA LEAGUE OF CITIES & TOWNS | FY26 MEMBERSHIP DUES | 66,126.00 |
|----------------------------------|----------------------|-----------|

**SPECIAL REVENUE FUNDS**

**COVID RECOVERY**

|                                |                                      |            |
|--------------------------------|--------------------------------------|------------|
| WESTERN OFFICE EQUIPMENT       | FURNITURE FOR CITY COURT             | 136,621.92 |
| WADSWORTH BUILDERS COMPANY INC | COURT RELOCATION PROJECT PMT 15      | 74,957.85  |
| WADSWORTH BUILDERS COMPANY INC | GFPD EVIDENCE BUILD EXPANSION PMT 16 | 195,353.31 |

**CENTRAL MONTANA AG TECH PARK TID**

|                              |              |           |
|------------------------------|--------------|-----------|
| US BANK NATIONAL ASSOCIATION | DEBT SERVICE | 47,712.50 |
|------------------------------|--------------|-----------|

**AIRPORT TID**

|                              |              |           |
|------------------------------|--------------|-----------|
| US BANK NATIONAL ASSOCIATION | DEBT SERVICE | 50,125.00 |
|------------------------------|--------------|-----------|

**EAST INDUSTRIAL TID**

|                               |   |            |
|-------------------------------|---|------------|
| GREAT FALLS AGRITECH PARK LLC | SEMI-ANNUAL PAYMENTS JANUARY 1 & JULY 1 | 121,715.55 |
|-------------------------------|---|------------|

**STREET DISTRICT**

|            |   |          |
|------------|---|----------|
| CAPCON LLC | CENTRAL AVE/ 3RD ST DRAIN IMPROV PH2<br>(SPLIT AMONG FUNDS) | 9,425.79 |
|------------|---|----------|

**FEDERAL BLOCK GRANTS**

72 HOUR LLC

2024 CHEVY TRUCK 3/4 TON FD #104

50,941.14

**DEBT SERVICE FUNDS****WEST BANK TID BONDS**

US BANK NATIONAL ASSOCIATION

DEBT SERVICE

151,237.50

US BANK NATIONAL ASSOCIATION

DEBT SERVICE

52,931.25

**DOWNTOWN TID BONDS**

US BANK NATIONAL ASSOCIATION

DEBT SERVICE

338,562.50

**CAPITAL PROJECT FUNDS****GENERAL CAPITAL PROJECTS**

CUSTOM PLASTER LLC

THEATER CEILING REPAIR

207,380.25

**ENTERPRISE FUNDS****WATER**

S+S MACHINE INC

PUMP #2 EMERGENCY REPAIR

34,890.00

US BANK NATIONAL ASSOCIATION

DEBT SERVICE

86,136.16

US BANK NATIONAL ASSOCIATION

DEBT SERVICE

130,945.00

US BANK NATIONAL ASSOCIATION

DEBT SERVICE

274,787.50

US BANK NATIONAL ASSOCIATION

DEBT SERVICE

319,212.50

US BANK NATIONAL ASSOCIATION

DEBT SERVICE

320,612.50

CAPCON LLC

CENTRAL AVE/ 3RD ST DRAIN IMPROV PH2  
(SPLIT AMONG FUNDS)

41,329.10

**SEWER**

US BANK NATIONAL ASSOCIATION

DEBT SERVICE

236,935.00

US BANK NATIONAL ASSOCIATION

DEBT SERVICE

213,145.00

US BANK NATIONAL ASSOCIATION

DEBT SERVICE

118,895.00

PROSPECT CONSTRUCTION INC

LS1 REPAIRS AND SUPPLEMENTAL FM/PMT 4

64,772.76

**STORM DRAIN**

US BANK NATIONAL ASSOCIATION

DEBT SERVICE

150,112.50

US BANK NATIONAL ASSOCIATION

DEBT SERVICE

104,825.00

CAPCON LLC

CENTRAL AVE/ 3RD ST DRAIN IMPROV PH2  
(SPLIT AMONG FUNDS)

221,643.07

**INTERNAL SERVICE FUNDS**

|                               |                                      |            |
|-------------------------------|--------------------------------------|------------|
| <b>CENTRAL GARAGE</b>         |                                      |            |
| 72 HOUR LLC                   | 2023 FORD RANGER - PARK & REC        | 40,583.48  |
| SERVICEMASTER                 | CENTRAL GARRAGE INTERIOR PAINT FINAL | 26,605.00  |
| <b>INFORMATION TECHNOLOGY</b> |                                      |            |
| TYLER TECHNOLOGIES INC        | ENERGOV SOFTWARE RENEWAL             | 157,460.16 |

**TRUST AND AGENCY FUNDS**

|                                    |  |            |
|------------------------------------|--|------------|
| <b>COURT TRUST MUNICIPAL COURT</b> |  |            |
| CITY OF GREAT FALLS                | FINES & FORFEITURES COLLECTIONS                              | 43,835.78  |
| <b>PAYROLL CLEARING</b>            |  |            |
| STATE TREASURER                    | MONTANA TAXES  | 45,588.00  |
| FIREFIGHTER RETIREMENT             | FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS     | 58,300.20  |
| STATEWIDE POLICE RESERVE FUND      | POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS          | 79,326.15  |
| PUBLIC EMPLOYEE RETIREMENT         | PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS | 162,613.88 |
| US BANK                            | FEDERAL TAXES, FICA & MEDICARE                               | 258,878.18 |

**UTILITY BILLS**

|                     |                            |            |
|---------------------|----------------------------|------------|
| HIGHPLAINS LANDFILL | LANDFILL CHARGES JUNE 2025 | 137,577.62 |
|---------------------|----------------------------|------------|

**CLAIMS OVER \$25,000 TOTAL:** \$ 4,832,100.10

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

**DATE:** August 5, 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<br>(PERSON OR<br>ENTITY)                                    | PERIOD     | AMOUNT   | PURPOSE   |
|---|-------------------------------|---|------------|----------|---|
| A | Public Works –<br>Water Plant | Advanced<br>Engineering and<br>Environmental<br>Services, LLC<br>(AE2S) | 08/05/2025 | \$74,920 | Professional Services Agreement for the<br>Instrumentation and Controls (I&C) annual<br>maintenance and on-call services associated<br>with the Water Treatment Plant (WTP) and<br>associated distribution pump stations and<br>water storage |



Commission Meeting Date: August 5, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Professional Services Agreement: Downtown Storm Drainage Improvements Phase 3 & 4, OF 1779.2.

**From:** Engineering Division

**Initiated By:** Public Works Department

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

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

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission approve the Professional Services Agreement in the amount of \$264,097.00 for the Downtown Storm Drainage Improvements Phase 3, and \$323,767.00 for Phase 4 to Great West Engineering Inc., and authorize the City Manager to execute the agreement documents.”

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

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

**Summary:**

The City proposes to retain Great West Engineering Inc., to conduct topographic survey, complete the project design, develop plans, assemble bid packages, assist with bidding, and complete as-built drawings of the storm drainage improvements associated with this project.

**Background:**

There have been an increasing number of short duration high intensity rainfall events that have resulted in flooding within the City in recent years. One problematic flooding area has been the Downtown Business District. The City previously retained Great West Engineering to perform a basin study for the area. The December 2020 9<sup>th</sup> Ave S and Central Ave/4<sup>th</sup> St Drainage Basin Study includes assessments of the existing storm drainage piping and identified limited inlet capacity at several key intersections where past flooding has been prevalent. The study helps 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. City staff identified and prioritized the proposed improvements recommended in Attachment 2 and 3, where “Proposed Phase 3” and “Proposed Phase 4” represent the locations for their respective phases.

The proposed project area for Phase 3 is along 3rd St N, extending from 2nd Alley N to 1st Alley N; along 1st Alley N from 2nd St N to 4th St N; and along 2nd Alley N from 3rd St N to 4th St N. The project will add storm drain inlets and increase underground pipe capacity to better convey storm water to the Missouri River.

The proposed project area for Phase 4 is along 2nd St S from 4th Ave S to 7th Ave S; and under Park Drive S and River Dr S from 2nd St S to the Missouri River. The branch from the 2nd St S main to the intersection with River Dr S will be an entirely new storm water main. The rest of the project will add storm drain inlets, increase underground pipe capacity, and upsize the outfall to better convey storm water to the Missouri River.

#### Citizen Participation:

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

City staff presented this project to the Downtown Development Partnership (DDP) at its June 22, 2022, monthly meeting. The DDP voted to recommend support for both the Public Works drainage projects as well as amending the Downtown Urban Renewal Plan (DURP) document. At its June 28, 2022 meeting, the Planning Advisory Board determined that the proposed amendment to the DURP is consistent with the City's Growth Policy.

During the City Commission meeting on July 19, 2022, a Resolution of Intention to amend the DURP was adopted, Ordinance 3247 was accepted on first reading and a public hearing was set. On August 16, 2022, the City Commission adopted Ordinance 3247, approving the amended and restated urban renewal plan for the DURP and the two storm drainage projects.

#### Workload Impacts:

Great West Engineering will complete engineering design, bidding, and construction contract documents. When necessary, they will also provide construction phase services and City Engineering staff will provide construction project inspection and engineering services support.

#### Purpose:

This project will implement Phase 3 and Phase 4 of the improvements recommended in the zone identified as "Area 1" in the December 2020 9<sup>th</sup> Ave S and Central Ave/4<sup>th</sup> St Drainage Basin Study prepared by Great West Engineering (attached as Figure 1). Phase 3 and Phase 4 specific extents can be seen in Figures 1 and 2, respectively.

#### Project Work Scope:

The PSA will include the following tasks:

##### Phase 3

- Project Startup, Survey, and Field Investigation
  - Site Survey
    - Verify existing control points
    - Establish new control points (as needed)
    - Supplementary site survey to update existing data and provide a more accurate design
  - Outline project management strategies

- Project Design
  - Includes preparation of 60%, 90%, and Final Construction Plans
- Public Outreach
  - Keep adjacent businesses apprised of project status
  - Inform adjacent businesses of impacts that may be had
- Bidding Assistance
  - Assist with bid advertisement, sending to plan rooms, and answering contractor questions
  - Conduct pre-bid meeting and provide meeting minutes
  - Prepare and process any necessary addendums
- Construction
  - Conduct pre-construction conference
  - Assist with submittal review
  - Conduct weekly construction inspection

#### Phase 4

- Project Startup, Survey, and Field Investigation
  - Site Survey
    - Verify existing control points
    - Establish new control points (as needed)
    - Supplementary site survey to update existing data and provide a more accurate design
  - Outline project management strategies
- Project Design
  - Includes preparation of 60%, 90%, and Final Construction Plans
- Public Outreach
  - Keep adjacent businesses apprised of project status
  - Inform adjacent businesses of impacts that may be had
- Bidding Assistance
  - Assist with bid advertisement, sending to plan rooms, and answering contractor questions
  - Conduct pre-bid meeting and provide meeting minutes
  - Prepare and process any necessary addendums
- Construction
  - Conduct pre-construction conference
  - Assist with submittal review
  - Conduct weekly construction inspection

#### Conclusion:

The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program. The project was included in the calendar year 2026 and 2027 CIP (for Phase 3 and Phase 4 respectively) within the Storm Drain utility enterprise fund. The project will result in less flooding and help address concerns that citizens have raised regarding the flooding and the resulting damage in this area. City staff recommends approving the PSA with Great West Engineering Inc., in the amount of \$264,097.00 for Phase 3 and \$323,767.00 for Phase 4.

#### **Fiscal Impact:**

\$2,000,000 in Tax Increment Funding (TIF) funds, and \$120,000 in City Storm Drain funds are programmed for engineering design and construction of Phase 3. \$2,620,000 in City Storm Drain funds are programmed for engineering design and construction of Phase 4. The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program.



**Alternatives:** The Commission could vote to deny the PSA and request staff look for another consultant to perform the service or cancel the project. This would likely result in increased engineering and design fees for the project, as well as continued complaints from businesses and building owners in the downtown area.

**Attachments:**

1. Professional Services Agreement
  - Exhibit A: Scope of Services
  - Exhibit B: Big Sky Subsurface Scope of Work
  - Exhibit C: City Responsibilities
  - Exhibit D: Fee Proposal
  - Exhibit E: Insurance Certificates
2. Figure 1, Proposed Phase 3 Improvements (from O.F. 1666.4 Drainage Study)
3. Figure 2, Proposed Phase 4 Improvements (from O.F. 1780.0 Drainage Study)
4. Project Summary Sheet

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and **GREAT WEST ENGINEERING**, 702 2<sup>nd</sup> Street S #2, Great Falls, Montana, 59405, hereinafter referred to as “Consultant.”

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

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

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

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

**4. Payment:** City agrees to pay Consultant at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of FIVE HUNDRED EIGHTY-SEVEN THOUSAND AND EIGHT HUNDRED SIXTY-FOUR DOLLARS (\$587,864.00) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

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

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

**6. Indemnification:** To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from Consultant's negligent or wrongful performance of this Agreement and Consultant's work on the Construction Project or work of any subcontractors or supplier to Consultant.

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

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

|    |   |   |
|----|---|---|
| 1. | Commercial General Liability<br>(bodily injury and property damage) | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 2. | Products and Completed Operations                                   | \$2,000,000   |
| 3. | Automobile Liability  | \$1,000,000 combined single limit                   |
| 4. | Workers' Compensation   | Not less than statutory limits                      |
| 5. | Employers' Liability  | \$1,000,000   |
| 6. | Professional Liability (E&O)<br>(only if applicable)                | \$1,000,000 per claim<br>\$2,000,000 aggregate      |

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

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

Legal reviewer initials: ☐ Approved ☐ Denied

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

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

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

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

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

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

may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

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

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

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

**CITY OF GREAT FALLS, MONTANA**

**CONSULTANT**

By: \_\_\_\_\_  
**Print Name:**  
**Print Title:**  
**Date:**

By: William Lloyd  
**Print Name: Bill Loyd**  
**Print Title: President**  
**Date: 7-03-2025**

ATTEST:

(Seal of the City)

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

APPROVED AS TO FORM:

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

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

**EXHIBIT A – ENGINEERING SCOPE OF SERVICES  
AND SCHEDULE**

## GREAT FALLS DOWNTOWN STORM DRAINAGE IMPROVEMENTS – PHASES 3 & 4

(O.F. 1779.2)

### ENGINEERING SCOPE OF SERVICES AND SCHEDULE

#### INTRODUCTION

The CONSULTANT previously completed studies of the 3<sup>rd</sup> Ave S drainage basin in December 2020 and August 2022, which identified storm drain improvement needs. The CITY has determined that the highest priority for drainage improvements within the drainage basin is the Downtown business district (the area that has been most problematic from a flooding perspective).

The design and construction for the Downtown Phase 1 storm water improvements were completed in 2021–2022. The design for Phase 2 was completed in 2024 and construction is taking place in 2025. This project will include design, bidding assistance, public outreach, permitting/easements and construction phase assistance for the Phase 3 and Phase 4 storm drainage improvements. The project limits for Phases 3 and 4 are shown on **Figure 1** and include the following areas.

#### Phase 3 Project Limits

- 3<sup>rd</sup> St S (from 1<sup>st</sup> Alley N to 2<sup>nd</sup> Alley N)
- 1<sup>st</sup> Alley N (from 2<sup>nd</sup> St N to 4<sup>th</sup> St N and inlet improvements at 5<sup>th</sup> St N)
- 2<sup>nd</sup> Alley N (from 3<sup>rd</sup> St N to 4<sup>th</sup> St N and inlet improvements at 5<sup>th</sup> St N)

#### Phase 4 Project Limits

- 2<sup>nd</sup> St S (from 4<sup>th</sup> Ave S to 7<sup>th</sup> Ave S)
- New outfall to Missouri River (from 2<sup>nd</sup> St S to Broadwater Bay)

The services to be provided by the CONSULTANT will include the tasks outlined below.

#### PHASE 3 SERVICES

##### **1.0 PROJECT STARTUP, SURVEY AND FIELD INVESTIGATIONS**

- Prepare and coordinate a written scope of work for the project with the CITY.
- Prepare a fee estimate for the engineering services and execute an agreement with the CITY.
- CONSULTANT will finalize the project location before completing detailed topographical survey.
- Initiate a utility locate request for the project area to confirm the accuracy of the utilities marked and surveyed under the previous basin study project. Coordinate with the CITY on buried utilities and underground vaults known to exist.

- Check the elevations of the survey control points previously set in the immediate vicinity of the project for use during design and construction. Perform topographic pickup survey as needed to facilitate detailed design for the Phase 3 storm drainage improvements. GPS and total station survey is anticipated. Pickup survey will include additional topographical features, any utilities marked by the locate request and other miscellaneous information needed to complete the design. Field investigations will include any additional measurements to verify depth to inverts of pipes at existing storm drain manholes and inlets and at sanitary sewer manholes for assessments of sewer crossings. Measurements of depths in water main valve boxes will also be completed to establish approximate water main depths.
- The additional survey data that is gathered will be downloaded and processed to supplement the previous survey information and base mapping will be completed in AutoCad with topographic features depicted.
- The CONSULTANT will coordinate with the CITY to perform exploratory excavations at critical existing utility crossings to identify potential conflicts with the new storm drains and to facilitate design of modifications to resolve any conflicts. It is assumed the exploratory excavations will be performed by the CITY. The CONSULTANT will survey in the elevations of the existing utilities once they have been exposed by the CITY.
- The CONSULTANT will coordinate any televising of existing storm drains that may be necessary to investigate existing conditions. It is assumed the televising will be performed by the CITY. The televising will be reviewed by the CONSULTANT. Inspections of building interiors will be completed as necessary to confirm potential roof drain connections to the storm drain system. This effort will involve discussions with building owners, review of interior plumbing to determine roof drain piping routes through visual inspections (no camera work included). Access to interior of buildings will be coordinated with the building owners.
- Geotechnical investigations, reporting and recommendations will be led by Big Sky Subsurface. Great West will coordinate the overall geotechnical work with the CITY and Big Sky Subsurface. The detailed scope of Big Sky Subsurface's work is included in **Exhibit B** and a summary is included below.
  - Three (3) subsurface borings (10 ft to 15 ft deep), including 1 groundwater observation well
  - Laboratory testing
  - Engineering analysis
  - Summary report with recommendations
- Participate in up to two (2) information gathering meetings with the CITY. Meeting minutes will be prepared.



- Complete initial project setup. Provide general project management, including coordination with the CITY, budget and schedule monitoring, subconsultant coordination, monthly progress reports and invoicing.

## 2.0 PRELIMINARY DESIGN (60%)

- Perform layout of new storm drainage improvements and develop “proposed” AutoCad base map.
- Verify drainage patterns and refine delineations of drainage subbasins contributing runoff to the storm drain system based on survey information.
- Review and refine the modeling from the previous basin studies to confirm pipe capacities and required pipe upsizing to accommodate the 5-year, 2-hour storm event without surface flooding. CivilStorm or Storm and Sanitary Analyss (SSA) software will be utilized for storm drain modeling.
- Assess potential conflicts with existing utilities and adjust the design to minimize impacts.
- Meet with utility companies (gas, power, communications) to review mapping, utility depths, potential conflicts and options for minimizing impacts. Document findings from these meetings.
- Size new manholes to accommodate new piping sizes and angles of entry/exit.
- Perform inlet capacity and spread width analysis to establish types, sizes and locations of new storm drain inlets. This analysis will be performed with CivilStorm software.
- Prepare preliminary plan sheets and details for the new storm drain piping. Details associated with the storm drain improvements will include trenching, surface restoration sections and other miscellaneous details necessary to clearly depict the work. Up to fifteen (15) sheets are anticipated as follows:
  - Cover sheet
  - Project Notes and Legends
  - Overall Site Plan
  - Storm Drain Plan and Profile Sheets (4 sheets)
  - Detail Sheets (8 sheets)
- Prepare up to three (3) preliminary construction phasing plan sheets for incorporation into the construction plans set. Include notes describing the construction sequencing.
- Prepare preliminary contract documents, including invitation to bid, instructions to bidders, bid form, certifications, construction agreement, notice of award, notice to

proceed, special provisions and measurement and payment. Prepare preliminary technical specifications based on CITY Standards.

- Prepare a preliminary construction cost estimate for the project.
- Participate in up to two (2) design review meetings with the CITY. Meeting minutes will be prepared.
- Submit preliminary plans (60%) to the CITY for review.

### **3.0 FINAL DESIGN (95% AND 100%)**

- Finalize modeling and design for the storm drains, including layout revisions, manhole sizing, inlet design, spreadwidth analysis and pipe sizing.
- Facilitate final coordination with private utility companies to address conflicts with the new storm drains and any necessary utility relocations.
- Assess surface drainage for positive flow to new storm drain inlets. Establish surfacing repair requirements within trenching areas.
- Perform layout and design for modifications to curb returns, ADA ramps, concrete aprons and valley gutters which may be necessary to accommodate replacement inlets and new inlets. Up to four (4) curb returns/ADA ramps requiring modifications are anticipated at the intersection of 3<sup>rd</sup> St N and 1<sup>st</sup> Ave S.
- Finalize storm drain plan and detail sheets. Up to fifteen (15) sheets are anticipated as follows:
  - Cover sheet
  - Project Notes and Legends
  - Overall Site Plan
  - Storm Drain Plan and Profile Sheets (4 sheets)
  - Detail Sheets (8 sheets)
- Finalize up to three (3) construction phasing plan sheets for incorporation into the construction plans set. Include notes describing the construction sequencing.
- Prepare a drainage report to document the hydrologic and hydraulic analysis and recommendations for the new storm drain design, including peak runoff rates, pipe capacity analysis, spread width analysis and inlet design.
- Prepare a final construction cost estimate for the project.
- Prepare final technical specifications based on CITY Standards. Prepare final contract documents, including invitation to bid, instructions to bidders, bid form, certifications, construction agreement, notice of award, notice to proceed, special provisions and measurement and payment.

- Participate in up to two (2) design review meetings with the CITY. Meeting minutes will be prepared.
- Submit final construction documents (95%) to the CITY for review.
- Incorporate final revisions into plans, contract documents and specifications based on final CITY review comments. Complete final in-house QC review.

#### **4.0 PUBLIC OUTREACH**

- Schedule and participate in up to four (4) meetings with businesses and other entities to discuss project construction phasing and sequencing. These meetings will focus on potential vehicle and pedestrian access impacts. Minutes will be prepared for each meeting.
- Facilitate a public hearing to present the project scope, schedule and anticipated impacts to traffic and access. A PowerPoint presentation will be prepared to facilitate the meeting.
- Incorporate provisions in the contract documents and plans to incorporate input from businesses and other entities along the project corridor. The intent is to minimize impacts to vehicle and pedestrian access to the extent practical.
- Respond to follow-up questions that arise from the businesses and entities along the project corridor. Any correspondence will be documented with minutes or phone call logs.
- Meet with the Business Improvement District (BID) to discuss the project prior to bidding. Meeting minutes will be prepared.
- Provide written letters to eight (8) businesses to inform them of anticipated construction impacts and to provide an update on the project schedule following the bid opening.
- Facilitate bi-weekly public construction status meetings for the duration of construction. Up to ten (10) public meetings are anticipated. Meeting minutes will be prepared. These meetings will be combined with the regular construction progress meetings included below under Section 6.0.
- Provide written letters to businesses to provide an update on the status of the project during construction, including the schedule. Letters to eight (8) entities are anticipated for one update.
- Provide the Downtown Association with periodic project updates for inclusion in their regular newsletter and social media posts. Up to five (5) updates are anticipated.

## 5.0 BIDDING SERVICES

- Provide CITY with up to fourteen (14) sets of the final plans, contract documents and specifications for distribution to bidders and builders exchanges.
- Conduct the pre-bid conference, including preparation of the agenda and minutes.
- Address bidder questions and prepare necessary addenda and clarifications.
- Participate in the bid opening, prepare the bid tabulation and advise CITY on award.
- Prepare and issue the Notice of Award, review bonds and insurance certificates, prepare the construction Agreement and assemble the executed documents books.

## 6.0 CONSTRUCTION PHASE SERVICES

- Conduct a preconstruction conference, including preparation of the agenda and minutes.
- Participate in weekly on-site construction coordination meetings with the Contractor and the CITY inspector. Meeting discussion topics will include upcoming work, any project questions or issues and schedule review. Up to sixteen (16) meetings are anticipated. Minutes for each meeting will be prepared and submitted to the CITY. The Downtown businesses and stakeholders will be invited to attend ten (10) of these progress meetings.
- Provide review of shop drawings/submittals for construction materials, including asphalt and concrete mix designs to confirm compliance with the contract documents. Review and approve the Contractor provided traffic control plan.
- Provide intermittent site observation to monitor and document construction progress and to confirm that the construction is in conformance with the plans and specifications and/or in response to specific questions or issues that may arise. Up to sixty (60) hours of site observation and report preparation for a field engineer are included. Site observation duties will include:
  - The CITY inspector will coordinate with CONSULTANT and the CONSULTANT will coordinate with the Contractor on any issues or questions that arise.
  - Confirm conformance with project plans and specifications.
  - Review and discuss specific project related questions or issues that may arise.
  - Prepare site observation reports for submittal to the CITY.
  - Review CITY inspector's daily "Raken" reports.

- Inform Contractor and CITY of any nonconforming work or issues.
- Provide direction to Contractor regarding work quality.
- Provide interpretation of drawings, specifications, and Contract Documents. Respond to Contractor questions and requests for information (RFI's) related to the project.
- Prepare any necessary work change directives and/or change orders to incorporate modifications to the contract documents for scope changes, cost adjustments and time extensions during construction. CITY approval will be obtained before issuing work change directives and/or change orders.
- Coordinate construction quantities with the CITY inspector and review Contractor pay requests. Provide recommendations to the CITY on processing of pay requests. Up to five (5) pay requests are anticipated.
- Prepare a Commission agenda report and present a project update at one (1) Commission meeting if requested.
- Participate in the Substantial Completion inspection with the CITY and Contractor. Assist with verification that work is in compliance with the project contract documents.
- Prepare and monitor the Punch List to identify any outstanding issues, defects or incomplete work items.
- Participate in a final inspection with the CITY and Contractor to verify that all punch list work has been completed and that the project construction is complete.
- Prepare and provide CITY with as-built drawings. As-built drawing deliverables will include one full size (24" x 36") set of mylars and a pdf copy.

#### ASSUMPTIONS/EXCLUSIONS

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

## **PHASE 4 SERVICES**

### **1.0 PROJECT STARTUP, SURVEY AND FIELD INVESTIGATIONS**

- Prepare and coordinate a written scope of work for the project with the CITY.
- Prepare a fee estimate for the engineering services and execute an agreement with the CITY.
- Initiate a utility locate request for the project area to confirm the accuracy of the utilities marked and surveyed under the previous basin study project. Coordinate with the CITY on buried utilities and underground vaults known to exist.
- Set additional survey control points in the immediate vicinity of the project for use during design and construction. Perform topographic pickup survey as needed to facilitate detailed design for the Phase 4 storm drainage improvements. GPS and total station survey is anticipated. Pickup survey will include additional topographical features, any utilities marked by the locate request and other miscellaneous information needed to complete the design. Field investigations will include any additional measurements to verify depth to inverts of pipes at existing storm drain manholes and inlets and at sanitary sewer manholes for assessments of sewer crossings. Measurements of depths in water main valve boxes will also be completed to establish approximate water main depths.
- The additional survey data that is gathered will be downloaded and processed to supplement the previous survey information and base mapping will be completed in AutoCad with topographic features depicted.
- The CONSULTANT will coordinate with the CITY to perform exploratory excavations at critical existing utility crossings to identify potential conflicts with the new storm drains and to facilitate design of modifications to resolve any conflicts. It is assumed the exploratory excavations will be performed by the CITY. The CONSULTANT will survey in the elevations of the existing utilities once they have been exposed by the CITY.
- Geotechnical investigations, reporting and recommendations will be led by Big Sky Subsurface. Great West will coordinate the overall geotechnical work with the CITY and Big Sky Subsurface. The detailed scope of Big Sky Subsurface's work is included in **Exhibit B** and a summary is included below.
  - Five (5) subsurface borings (10 ft to 20 ft deep), including 1 groundwater observation well
  - Laboratory testing
  - Engineering analysis
  - Summary report with recommendations
- Participate in up to two (2) information gathering meetings with the CITY. Meeting minutes will be prepared.

- Complete initial project setup. Provide general project management, including coordination with the CITY, budget and schedule monitoring, subconsultant coordination, monthly progress reports and invoicing.

## 2.0 PRELIMINARY DESIGN (60%)

- Perform layout of new storm drainage improvements and develop “proposed” AutoCad base map. It is assumed that any new storm drain trunk lines on 2<sup>nd</sup> St S will generally need to be placed along the same alignments as the existing trunklines in order to tie into the existing portions of the system that will remain in place and to minimize conflicts with other existing utilities and facilities.
- Verify drainage patterns and refine delineations of drainage subbasins contributing runoff to the storm drain system based on survey information.
- Review and refine the modeling from the previous basin studies to confirm pipe capacities and required pipe upsizing to accommodate the 5-year, 2-hour storm event without surface flooding. CivilStorm or Storm and Sanitary Analyss (SSA) software will be utilized for storm drain modeling.
- Assess potential conflicts with existing utilities and adjust the design to minimize impacts.
- Meet with utility companies (gas, power, communications) to review mapping, utility depths, potential conflicts and options for minimizing impacts. Document findings from these meetings.
- Size new manholes to accommodate new piping sizes and angles of entry/exit.
- Perform inlet capacity and spread width analysis to establish types, sizes and locations of new storm drain inlets. This analysis will be performed with CivilStorm software.
- Investigate boring options for installing the new river outfall pipe under the BNSF railroad and River Drive (including horizontal directional drilling and jack and boring). This effort will include discussions with contractors that specialize in boring work.
- Prepare preliminary plan sheets and details for the new storm drain piping. Details associated with the storm drain improvements will include trenching, surface restoration sections, the new river outfall structure, ADA curb ramp replacements (up to 4 ramps) and other miscellaneous details necessary to clearly depict the work. The locations for curb ramp improvements will be established based on the placements of new catch basins and will be verified through discussions with the CITY. Up to thirteen (13) sheets are anticipated as follows:
  - Cover sheet
  - Project Notes and Legends
  - Overall Site Plan

- Storm Drain Plan and Profile Sheets (5 sheets)
- Detail Sheets (5 sheets)
- Prepare up to three (3) preliminary construction phasing plan sheets for incorporation into the construction plans set. Include notes describing the construction sequencing.
- Prepare preliminary contract documents, including invitation to bid, instructions to bidders, bid form, certifications, construction agreement, notice of award, notice to proceed, special provisions and measurement and payment. Prepare preliminary technical specifications based on CITY Standards.
- Prepare a preliminary construction cost estimate for the project.
- Participate in up to two (2) design review meetings with the CITY. Meeting minutes will be prepared.
- Submit preliminary plans (60%) to the CITY for review.

### 3.0 FINAL DESIGN (95% AND 100%)

- Finalize modeling and design for the storm drains, including layout revisions, manhole sizing, inlet design, spreadwidth analysis and pipe sizing.
- Facilitate final coordination with private utility companies to address conflicts with the new storm drains and any necessary utility relocations.
- Assess surface drainage for positive flow to new storm drain inlets. Establish surfacing repair requirements within trenching areas.
- Perform layout and design for modifications to curb returns, ADA ramps, concrete aprons and valley gutters which may be necessary to accommodate replacement inlets and new inlets. Up to four (4) curb returns/ADA ramps requiring modifications are anticipated at the intersections of 2<sup>nd</sup> St S with 7<sup>th</sup> Ave S and 5<sup>th</sup> Ave S.
- Finalize storm drain plan and detail sheets. Up to thirteen (13) sheets are anticipated as follows:
  - Cover sheet
  - Project Notes and Legends
  - Overall Site Plan
  - Storm Drain Plan and Profile Sheets (4 sheets)
  - Detail Sheets (5 sheets)
- Finalize up to three (3) construction phasing plan sheets for incorporation into the construction plans set. Include notes describing the construction sequencing.



- Prepare a drainage report to document the hydrologic and hydraulic analysis and recommendations for the new storm drain design, including peak runoff rates, pipe capacity analysis, spread width analysis and inlet design.
- Prepare a final construction cost estimate for the project.
- Prepare final technical specifications based on CITY Standards. Prepare final contract documents, including invitation to bid, instructions to bidders, bid form, certifications, construction agreement, notice of award, notice to proceed, special provisions and measurement and payment.
- Participate in up to two (2) design review meetings with the CITY. Meeting minutes will be prepared.
- Submit final construction documents (95%) to the CITY for review.
- Incorporate final revisions into plans, contract documents and specifications based on final CITY review comments. Complete final in-house QC review.

#### 4.0 PERMITTING AND EASEMENT ACQUISITION

- Coordinate with resource agencies regarding permits for construction of the new storm drain outfall to the Missouri River. Prepare the “Joint Application for Proposed Work in Montana’s Streams, Wetland, Floodplains and Other Water Bodies”. Necessary supporting documentation will be prepared for the application. Resource agency fees are not included and will be paid by the CITY. The following permits are anticipated:
  - Section 404 and Section 10 Permits (US Army Corps of Engineers)
  - SPA 124 Permit (FWP)
  - 318 Authorization (DEQ)
  - Navigable Rivers Land Use License/Easement (DNRC)
  - City of Great Falls Floodplain Development Permit
- Coordinate with BNSF and prepare the “Pipeline Crossing Permit” application to accommodate the new storm drain outfall to the Missouri River. Any necessary supporting documentation will be prepared for the application. BNSF fees are not included and will be paid by the CITY.
- Coordinate with MDT and prepare the “Encroachment Permit” application to accommodate the new storm drain outfall to the Missouri River. Any necessary supporting documentation will be prepared for the application, including the environmental checklist.
- The work limits for the new storm drain outfall are within the Floodway of the delineated Zone AE Floodplain of the Missouri River (as shown on FIRM No. 30013C0345E). An encroachment analysis is required in accordance with local floodplain regulations to support the application for a Floodplain Development

Permit. The encroachment analysis must demonstrate that the project will not increase (i.e., no rise) Base Flood Elevations (BFE). The following tasks are included in the floodplain analysis work:

- Coordination with the Floodplain Administrator, FEMA and DNRC.
  - According to the effective Flood Insurance Study for Cascade County, the effective hydraulic model for the Missouri River at the project site was completed using the HEC-2 or USGS E-431 programs. CONSULTANT will recreate the effective model using HEC-RAS software from cross section I to cross section K.
  - The bathymetric data for the Missouri River at the project location was surveyed in the 1960s and 1970s. CONSULTANT will collect new bathymetric survey data, extending from cross section J to cross section K to use in the pre-project conditions hydraulic model. The bathymetric survey data will be collected with a boat-mounted sonar. This data will be integrated with publicly available LiDAR data and CONSULTANT's site survey data to form the terrain surface that will be used in the hydraulic modeling.
  - CONSULTANT will create a proposed conditions model to represent the proposed outfall design. The proposed conditions model will be compared to the pre-project model to ensure that there is not an increase in the BFE greater than 0.00 feet.
  - New riprap is planned at the new outfall locations. Outputs from the proposed conditions model will be used to size and design riprap to withstand the 100-year flood, as required by the floodplain regulations.
  - The encroachment analysis will be documented in a report that will be submitted along with the Joint Application to the City Floodplain Administrator. The analysis will also address other pertinent sections of the floodplain regulations.
- Coordinate, negotiate and prepare easement documentation for up to two easements for the new storm drain outfall to the Missouri River. Initial meetings and preliminary easement negotiations will be performed prior to any pickup survey and design work to ensure that the selected storm drain route is feasible. The easement assistance services will include the following
    - Perform records research and obtain property boundary information, including existing Certificates of Survey (COS).
    - Perform survey of existing property pins if they can be located.
    - Meetings with two landowners (DE Development and Fredrick Bumbarger Revocable Living Trust) to coordinate easements for the new storm drain outfall. Facilitate easement negotiations and acquisition.
    - Coordinate title research for the two parcels to confirm existing easements, encumbrances and ownership. Fees for two Title Reports are included.
    - Prepare two easement documents and exhibits for new storm drain outfall located on private properties. The easement documents will include

temporary construction easements. A Memorandum of Understanding (MOU) will also be prepared and attached to the easement documents. A draft of the MOU will be provided to the CITY for review before finalization.

- Coordinate filing of easements with the City and Cascade County. Filing fees will be paid by the CITY.

## 5.0 PUBLIC OUTREACH

- Schedule and participate in up to four (4) meetings with businesses and other entities to discuss project construction phasing and sequencing. These meetings will focus on potential vehicle and pedestrian access impacts. Minutes will be prepared for each meeting.
- Facilitate a public hearing to present the project scope, schedule and anticipated impacts to traffic and access. A PowerPoint presentation will be prepared to facilitate the meeting.
- Incorporate provisions in the contract documents and plans to incorporate input from businesses and other entities along the project corridor. The intent is to minimize impacts to vehicle and pedestrian access to the extent practical.
- Respond to follow-up questions that arise from the businesses and entities along the project corridor. Any correspondence will be documented with minutes or phone call logs.
- Meet with the Business Improvement District (BID) to discuss the project prior to bidding. Meeting minutes will be prepared.
- Provide written letters to eight (8) businesses to inform them of anticipated construction impacts and to provide an update on the project schedule following the bid opening. Any updates on the final project location will also be included in the letters.
- Facilitate bi-weekly public construction status meetings for the duration of construction. Up to ten (10) public meetings are anticipated. Meeting minutes will be prepared. These meetings will be combined with the regular construction progress meetings included below under Section 7.0.
- Provide written letters to businesses to provide an update on the status of the project during construction, including the schedule. Letters to eight (8) entities are anticipated for one update.
- Provide the Downtown Association with periodic project updates for inclusion in their regular newsletter and social media posts. Up to five (5) updates are anticipated.

## 6.0 BIDDING SERVICES

- Provide CITY with up to fourteen (14) sets of the final plans, contract documents and specifications for distribution to bidders and builders exchanges.
- Conduct the pre-bid conference, including preparation of the agenda and minutes.
- Address bidder questions and prepare necessary addenda and clarifications.
- Participate in the bid opening, prepare the bid tabulation and advise CITY on award.
- Prepare and issue the Notice of Award, review bonds and insurance certificates, prepare the construction Agreement and assemble the executed documents books.

## 7.0 CONSTRUCTION PHASE SERVICES

- Conduct a preconstruction conference, including preparation of the agenda and minutes.
- Participate in weekly on-site construction coordination meetings with the Contractor and the CITY inspector. Meeting discussion topics will include upcoming work, any project questions or issues and schedule review. Up to sixteen (16) meetings are anticipated. Minutes for each meeting will be prepared and submitted to the CITY. The Downtown businesses and stakeholders will be invited to attend ten (10) of these progress meetings.
- Provide review of shop drawings/submittals for construction materials, including asphalt and concrete mix designs to confirm compliance with the contract documents. Review and approve the Contractor provided traffic control plan.
- Provide intermittent site observation to monitor and document construction progress and to confirm that the construction is in conformance with the plans and specifications and/or in response to specific questions or issues that may arise. Up to sixty (60) hours of site observation and report preparation for a field engineer are included. Site observation duties will include:
  - The CITY inspector will coordinate with CONSULTANT and the CONSULTANT will coordinate with the Contractor on any issues or questions that arise.
  - Confirm conformance with project plans and specifications.
  - Review and discuss specific project related questions or issues that may arise.
  - Prepare site observation reports for submittal to the CITY.

- Review CITY inspector's daily "Raken" reports.
- Inform Contractor and CITY of any nonconforming work or issues.
- Provide direction to Contractor regarding work quality.
- Provide interpretation of drawings, specifications, and Contract Documents. Respond to Contractor questions and requests for information (RFI's) related to the project.
- Prepare any necessary work change directives and/or change orders to incorporate modifications to the contract documents for scope changes, cost adjustments and time extensions during construction. CITY approval will be obtained before issuing work change directives and/or change orders.
- Coordinate construction quantities with the CITY inspector and review Contractor pay requests. Provide recommendations to the CITY on processing of pay requests. Up to five (5) pay requests are anticipated.
- Prepare a Commission agenda report and present a project update at one (1) Commission meeting if requested.
- Participate in the Substantial Completion inspection with the CITY and Contractor. Assist with verification that work is in compliance with the project contract documents.
- Prepare and monitor the Punch List to identify any outstanding issues, defects or incomplete work items.
- Participate in a final inspection with the CITY and Contractor to verify that all punch list work has been completed and that the project construction is complete.
- Prepare and provide CITY with as-built drawings. As-built drawing deliverables will include one full size (24" x 36") set of mylars and a pdf copy.

#### ASSUMPTIONS/EXCLUSIONS

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

## SCHEDULE

The following schedule is anticipated for Phase 3:

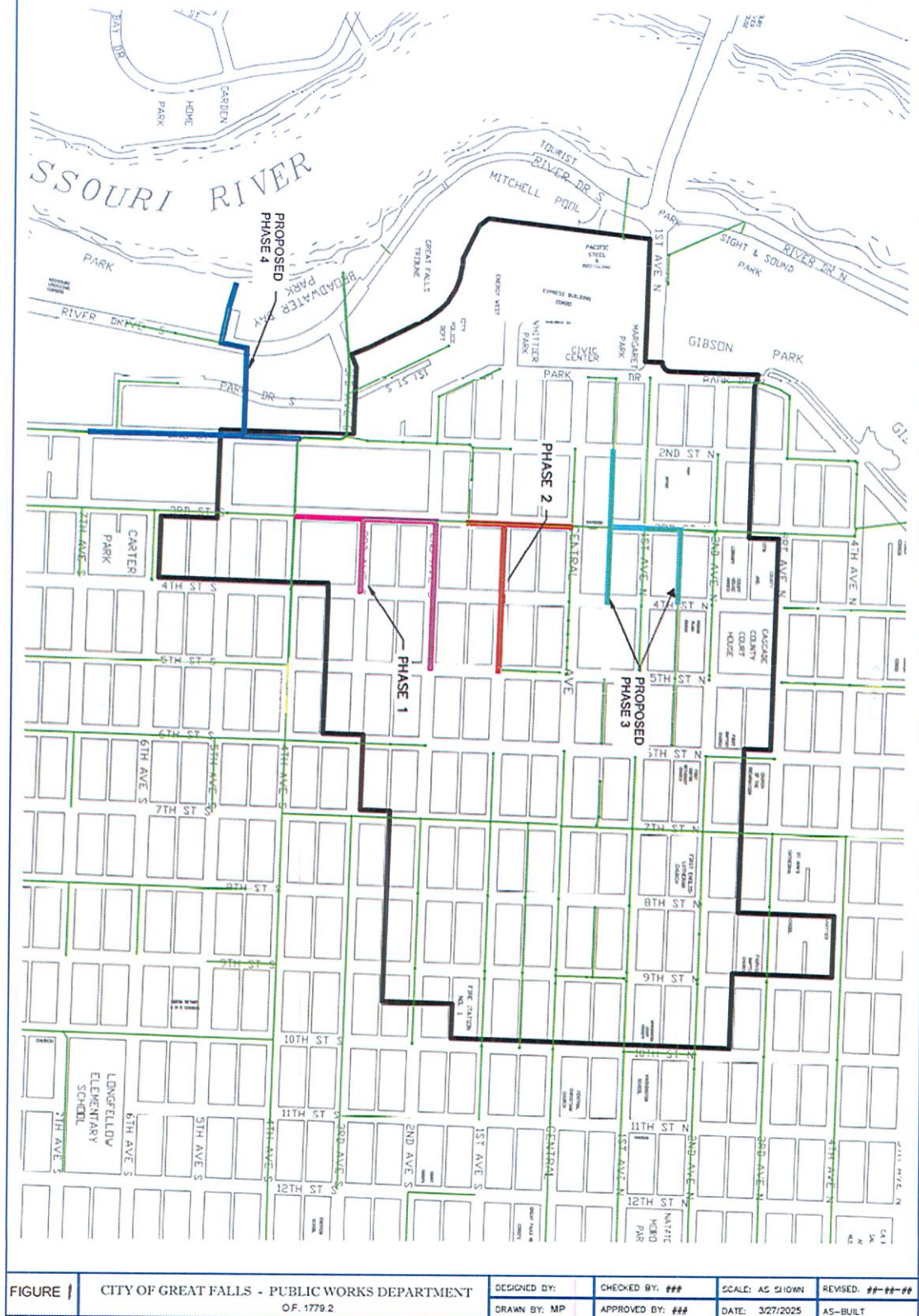
| <u>Work Item</u>                              | <u>Completion Date</u> |
|---|------------------------|
| Notice to Proceed                             | July 18, 2025          |
| Complete Additional Survey and Investigations | September 19, 2025     |
| Preliminary Design (60%) Submittal to CITY    | October 31, 2025       |
| Final Design Submittal (95%) to CITY          | December 19, 2025      |
| Final Revisions                               | January 30, 2026       |
| Advertisement for Bids                        | February, 2026         |
| Bid Opening                                   | March 4, 2026          |
| Construction Completion                       | October 30, 2026       |

The following schedule is anticipated for Phase 4:

| <u>Work Item</u>                              | <u>Completion Date</u> |
|---|------------------------|
| Notice to Proceed                             | July 18, 2025          |
| Initial Easement Negotiation                  | September 30, 2025     |
| Complete Additional Survey and Investigations | October 31, 2025       |
| Preliminary Design (60%) Submittal to CITY    | July 31, 2026          |
| Final Design Submittal (95%) to CITY          | October 30, 2026       |
| Easements/Permits in Place                    | November 30, 2026      |
| Final Revisions                               | December 18, 2026      |
| Advertisement for Bids                        | January, 2027          |
| Bid Opening                                   | February 3, 2027       |
| Construction Completion                       | October 29, 2027       |

**FIGURE 1 - PHASE LOCATIONS**

Note: Alignments are preliminary and subject to change



## EXHIBIT B – BIG SKY SUBSURFACE SCOPE OF WORK



# Estimate for Geotechnical Investigation Services

# BIG SKY SUBSURFACE

Agenda #10.

Date: 6/9/2025

Client: Great West

Location: Great Falls, MT

Project Name: Phase III Stormwater

## Project Description:

Per your request, the following estimate has been prepared based on a verbal discussion of project requirements for Phase III utility work in Great Falls. Estimate does not include a formal geotechnical report but will include a brief memo with all relevant field and laboratory data, basic recommendations, and geotechnical concerns.

## Scope of Services:

The scope of services outlined herein assumes 3 subsurface borings to depths on the order of 10 to 15+/- feet, laboratory testing, engineering analysis, and a due diligence report of findings. Subtract approximately \$1000 if site/drilling locations are marked by others and if you do not require an observation well.

## Project Estimate By Task:

### Task Summary/Personnel Commitment

|                             | Mobilization | Field<br>Investigation | Analysis &<br>Reporting | Meetings<br>& Review | Total<br>Hours | Hourly<br>Rate | Total<br>Cost |
|-----------------------------|--------------|------------------------|-------------------------|----------------------|----------------|----------------|---------------|
| Senior Engineer             | 5            | 8                      | 12                      | 4                    | 29             | 175            | 5075          |
| Staff Engineer              |              | 8                      | 0                       |                      | 8              | 95             | 760           |
| <b>Subtotal: \$5,835.00</b> |              |                        |                         |                      |                |                |               |

### Laboratory Testing

|   | Quantity | Unit Cost | Total Cost |
|---|----------|-----------|------------|
| Moisture Content/Visual Classification (ASTM D2216) | 15       | 15        | 225        |
| Unit Weight and Moisture Content (ASTM D2937)       | 3        | 60        | 180        |
| Atterberg (ASTM D4318)                              | 2        | 135       | 270        |
| Gradation, standard sieves (ASTM D422)              | 2        | 135       | 270        |
| Gradation, hydrometer (ASTM D422/D1140)             |          | 135       |            |
| Specific Gravity (ASTM D854)                        |          | 135       |            |
| Consolidation (ASTM 2435)                           | 2        | 200       | 400        |
| Triaxial Shear (ASTM D4767)                         |          | 1200      |            |
| Unconfined Compression (ASTM D2166)                 | 1        | 145       | 145        |
| Direct Shear (D3080)                                | 1        | 650       | 650        |
| CBR (ASTM D1883)                                    |          | 650       |            |
| Moisture Density (ASTM D698)                        |          | 220       |            |
| Moisture Density (ASTM D1557)                       |          | 250       |            |
| Resistivity (ASTM G187)                             | 1        | 150       | 150        |
| pH (ASTM D 4972)                                    | 1        | 140       | 140        |
| Sulfate/Chloride                                    |          | 150       |            |
| Water Quality                                       |          | 250       |            |

**Subtotal: \$2,430.00**

### Fieldwork/Drilling Costs

|  | Quantity | Unit Cost | Total Cost |
|--|----------|-----------|------------|
| Drill Rig Mobilization, per mile                   | 50       | 6.5       | 325        |
| Drill Setup/Teardown, per hour                     | 1.5      | 185       | 277.5      |
| Service Truck Mobilization, per mile               | 50       | 2.75      | 137.5      |
| Observation Well (with flush mount monument), est. | 1        | 750       | 750        |
| Auger Drilling, per hour                           | 6        | 220       | 1320       |
| Lodging/Per Diem, per man day                      | 0        | 260       |            |

**Subtotal: \$2,810.00**

**Total Project Estimate: \$11,075.00**

### Notes Regarding This Estimate:

- All work is based on time and materials or units shown above (estimate only)- client will be billed for only amounts used
- Client is responsible for private underground utility locating for utilities not located by the one-call service
- Reasonable efforts will be made to minimize disturbance and restore physical damage; however, some visible signs of disturbance should be anticipated
- Client is responsible for his/her own protective gear (hard hat, eye protection, steel toe boots, hearing protection, etc.)

# Estimate for Geotechnical Investigation Services

# BIG SKY SUBSURFACE

Agenda #10.

Date: 6/9/2025

Client: Great West

Location: Great Falls, MT

Project Name: Phase IV Stormwater

## Project Description:

Per your request, the following estimate has been prepared based on a verbal discussion of project requirements for Phase IV utility work in Great Falls. Estimate does not include a formal geotechnical report but will include a brief memo with all relevant field and laboratory data, basic recommendations, and geotechnical concerns.

## Scope of Services:

The scope of services outlined herein assumes 5 subsurface borings to depths on the order of 10 to 20+/- feet, laboratory testing, engineering analysis, and a due diligence report of findings. Subtract approximately \$750 if you do not require an observation well.

## Project Estimate By Task:

### Task Summary/Personnel Commitment

|                             | Mobilization | Field<br>Investigation | Analysis &<br>Reporting | Meetings<br>& Review | Total<br>Hours | Hourly<br>Rate | Total<br>Cost |
|-----------------------------|--------------|------------------------|-------------------------|----------------------|----------------|----------------|---------------|
| Senior Engineer             | 2            | 14                     | 16                      | 4                    | 36             | 175            | 6300          |
| Staff Engineer              |              | 14                     | 0                       |                      | 14             | 95             | 1330          |
| <b>Subtotal: \$7,630.00</b> |              |                        |                         |                      |                |                |               |

### Laboratory Testing

|   | Quantity | Unit Cost | Total Cost |
|---|----------|-----------|------------|
| Moisture Content/Visual Classification (ASTM D2216) | 25       | 15        | 375        |
| Unit Weight and Moisture Content (ASTM D2937)       | 5        | 60        | 300        |
| Atterberg (ASTM D4318)                              | 2        | 135       | 270        |
| Gradation, standard sieves (ASTM D422)              | 2        | 135       | 270        |
| Gradation, hydrometer (ASTM D422/D1140)             |          | 135       |            |
| Specific Gravity (ASTM D854)                        |          | 135       |            |
| Consolidation (ASTM 2435)                           | 2        | 200       | 400        |
| Triaxial Shear (ASTM D4767)                         |          | 1200      |            |
| Unconfined Compression (ASTM D2166)                 | 1        | 145       | 145        |
| Direct Shear (D3080)                                | 1        | 650       | 650        |
| CBR (ASTM D1883)                                    |          | 650       |            |
| Moisture Density (ASTM D698)                        |          | 220       |            |
| Moisture Density (ASTM D1557)                       |          | 250       |            |
| Resistivity (ASTM G187)                             | 1        | 150       | 150        |
| pH (ASTM D 4972)                                    | 1        | 140       | 140        |
| Sulfate/Chloride                                    |          | 150       |            |
| Water Quality                                       |          | 250       |            |

**Subtotal: \$2,700.00**

### Fieldwork/Drilling Costs

|  | Quantity | Unit Cost | Total Cost |
|--|----------|-----------|------------|
| Drill Rig Mobilization, per mile                   | 50       | 6.5       | 325        |
| Drill Setup/Teardown, per hour                     | 4        | 185       | 740        |
| Service Truck Mobilization, per mile               | 0        | 2.75      |            |
| Observation Well (with flush mount monument), est. | 1        | 750       | 750        |
| Auger Drilling, per hour                           | 9        | 220       | 1980       |
| Lodging/Per Diem, per man day                      | 0        | 260       |            |

**Subtotal: \$3,795.00**

**Total Project Estimate: \$14,125.00**

### Notes Regarding This Estimate:

- All work is based on time and materials or units shown above (estimate only)- client will be billed for only amounts used
- Client is responsible for private underground utility locating for utilities not located by the one-call service
- Reasonable efforts will be made to minimize disturbance and restore physical damage; however, some visible signs of disturbance should be anticipated
- Client is responsible for his/her own protective gear (hard hat, eye protection, steel toe boots, hearing protection, etc.)

## EXHIBIT C – CITY RESPONSIBILITIES

**CENTRAL AVE / 3<sup>RD</sup> STREET DRAINAGE IMPROVEMENTS – PHASE 2 (O.F. 1779.1)****CITY RESPONSIBILITIES**

CITY shall perform or provide the following:

1. Provide all criteria and full information as to CITY'S requirements for the Project, including design objectives, performance requirements, time schedules, and budgetary limitations.
2. Examine all reports, sketches, cost estimates, drawings, plans, and specifications in a timely manner and report to the CONSULTANT any changes desired.
3. Designate the CITY'S representative to work with the CONSULTANT with authority to transmit instructions, receive information, and define CITY'S policies and decisions.
4. Give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any deficiency in the Project or change to the site or scope of services which may substantially affect the CONSULTANT'S performance of services.
5. Provide Public Works staff assistance with manhole and inlet access if required.
6. Provide televising of existing storm drains for select areas if determined to be beneficial during the course of the design.
7. Provide exploratory excavations to expose exiting utilities if determined to be beneficial during the course of the design.
8. Payment for bid advertisement fees.
9. Payment for any required private utility locates.
10. Payments for utility easements, including recording fees.
11. Payments for any permitting fees.

## EXHIBIT D – FEE PROPOSAL

**FEE PROPOSAL  
GREAT FALLS DOWNTOWN STORM DRAINAGE IMPROVEMENTS - PHASE 3 (O.F. 1779.2) ENGINEERING SERVICES**

|            | WORK DESCRIPTION   | Great West Engineering         |                        |                                 |                               |                                |                                      |                      |                    |
|------------|--|--------------------------------|------------------------|---------------------------------|-------------------------------|--------------------------------|--------------------------------------|----------------------|--------------------|
|            |  | PROJECT<br>MANAGER<br>\$217.00 | ENGINEER 5<br>\$206.00 | PROJECT<br>ENGINEER<br>\$180.00 | CIVIL<br>ENGINEER<br>\$160.00 | DESIGN<br>ENGINEER<br>\$148.00 | PROJECT<br>ADMINISTRATOR<br>\$152.00 | CLERICAL<br>\$115.00 | Totals             |
| <b>1.0</b> | <b>PROJECT STARTUP, SURVEY AND FIELD INVESTIGATIONS</b>  |                                |                        |                                 |                               |                                |                                      |                      |                    |
| 1.1        | Prepare and Coordinate Written Scope of Work   | 2                              |                        |                                 |                               |                                |                                      |                      | \$434.00           |
| 1.2        | Prepare Fee Estimate and Execute Agreement   | 2                              |                        |                                 |                               |                                | 1                                    |                      | \$586.00           |
| 1.3        | Finalize Project Location/Corridor Ahead of Pickup Survey  |                                | 2                      | 5                               | 10                            |                                |                                      |                      | \$2,912.00         |
| 1.4        | Utility Locate Request   |                                |                        |                                 | 2                             |                                |                                      |                      | \$320.00           |
| 1.5        | Verify Survey Control, Perform Pickup Survey and Manhole/Inlet Measurements                            |                                | 3                      | 4                               |                               | 16                             |                                      |                      | \$3,706.00         |
| 1.6        | Process Survey Data and Update Base Map  |                                |                        | 1                               |                               | 3                              |                                      |                      | \$624.00           |
| 1.7        | Coordination of Exploratory Excavations  |                                | 3                      | 6                               |                               | 6                              |                                      |                      | \$2,586.00         |
| 1.8        | Coordinate Storm Drain Televising and Review Televising  |                                | 1                      | 2                               |                               |                                |                                      |                      | \$566.00           |
| 1.9        | Coordinate Geotechnical Investigations   | 1                              | 2                      | 2                               |                               |                                |                                      |                      | \$989.00           |
| 1.10       | Participate in Two Information Gathering Meetings w/ City  | 1                              | 4                      |                                 |                               |                                |                                      |                      | \$1,041.00         |
| 1.11       | Overall Project Management   | 60                             |                        |                                 |                               |                                | 7                                    |                      | \$14,084.00        |
|            | <b>Subconsultant</b>   |                                |                        |                                 |                               |                                |                                      |                      |                    |
|            | Big Sky Subsurface (Geotechnical)  |                                |                        |                                 |                               |                                |                                      |                      | \$11,075.00        |
|            | <b>Expenses</b>  |                                |                        |                                 |                               |                                |                                      |                      |                    |
|            | GPS Rental (2 Days X \$400/Day)  |                                |                        |                                 |                               |                                |                                      |                      | \$800.00           |
|            | Subtotal - Project Startup, Survey and Field Investigations  | 66                             | 15                     | 20                              | 12                            | 25                             | 8                                    | 0                    | <b>\$39,723.00</b> |
| <b>2.0</b> | <b>PRELIMINARY DESIGN (60%)</b>  |                                |                        |                                 |                               |                                |                                      |                      |                    |
| 2.1        | Layout of New Storm Drainage Improvements and Proposed Base Map Development                            |                                | 2                      | 5                               | 10                            |                                |                                      |                      | \$2,912.00         |
| 2.2        | Verify Drainage Patterns and Adjust Subbasin Delineations  |                                | 2                      | 4                               | 16                            |                                |                                      |                      | \$3,692.00         |
| 2.3        | Update Storm Drain Modeling  | 1                              | 4                      | 10                              | 20                            |                                |                                      |                      | \$6,041.00         |
| 2.4        | Assess Potential Conflicts with Existing Utilities   | 1                              | 4                      | 8                               | 16                            |                                |                                      |                      | \$5,041.00         |
| 2.5        | Meet w/ Utility Companies  |                                | 1                      | 2                               |                               | 4                              |                                      |                      | \$1,158.00         |
| 2.6        | Size New Manholes  |                                |                        | 1                               | 2                             |                                |                                      |                      | \$500.00           |
| 2.7        | Perform Inlet Capacity and Spread Width Analysis   | 1                              | 5                      | 8                               | 20                            |                                |                                      |                      | \$5,887.00         |
| 2.8        | Prepare Preliminary Construction Plans/Sheets (Approx. 15 Sheets)                                      | 4                              | 10                     | 30                              | 24                            | 48                             |                                      |                      | \$19,272.00        |
| 2.9        | Prepare Preliminary Construction Phasing Plan (Approx. 3 Sheets)                                       | 2                              | 6                      | 4                               |                               | 16                             |                                      |                      | \$4,758.00         |
| 2.10       | Prepare Preliminary Contract Documents and Specifications  | 2                              | 5                      | 12                              | 20                            |                                |                                      |                      | \$6,824.00         |
| 2.11       | Prepare Preliminary Cost Estimate  | 1                              | 3                      | 4                               | 8                             |                                |                                      |                      | \$2,835.00         |
| 2.12       | Participate in Two Design Review Meetings w/ City  | 2                              | 4                      |                                 |                               |                                |                                      |                      | \$1,258.00         |
| 2.13       | Submit Preliminary Plans   | 1                              | 2                      | 2                               |                               | 2                              |                                      |                      | \$1,285.00         |
|            | Subtotal - Preliminary Design  | 15                             | 48                     | 90                              | 136                           | 70                             | 0                                    | 0                    | <b>\$61,463.00</b> |
| <b>3.0</b> | <b>FINAL DESIGN (95% and 100%)</b>   |                                |                        |                                 |                               |                                |                                      |                      |                    |
| 3.1        | Finalize Storm Drain Modeling and Design   | 2                              | 8                      | 8                               | 12                            |                                |                                      |                      | \$5,442.00         |
| 3.2        | Finalize Utility Conflict Coordination   |                                | 3                      | 4                               | 4                             |                                |                                      |                      | \$1,978.00         |
| 3.3        | Establish Surfacing Repair Requirements  |                                | 3                      | 4                               |                               |                                |                                      |                      | \$1,338.00         |
| 3.4        | Design Curb Returns, ADA Ramps and Apron Modifications for New Inlets                                  | 1                              | 4                      | 8                               | 16                            |                                |                                      |                      | \$5,041.00         |
| 3.5        | Prepare Final Construction Plans/Sheets (Approx. 15 Sheets)  | 7                              | 10                     | 22                              | 20                            | 25                             |                                      |                      | \$14,439.00        |
| 3.6        | Finalize Construction Phasing Plan (Approx. 3 Sheets)  | 2                              | 6                      | 4                               |                               | 8                              |                                      |                      | \$3,574.00         |
| 3.7        | Prepare Drainage Report  | 1                              | 3                      | 10                              | 20                            | 2                              |                                      | 2                    | \$6,361.00         |
| 3.8        | Prepare Final Cost Estimate  | 1                              | 3                      | 2                               | 4                             |                                |                                      |                      | \$1,835.00         |
| 3.9        | Prepare Final Contract Documents and Specifications  | 2                              | 8                      | 18                              | 10                            |                                |                                      |                      | \$6,922.00         |
| 3.10       | Participate in Two Design Review Meetings w/ City  | 2                              | 4                      |                                 |                               |                                |                                      |                      | \$1,258.00         |
| 3.11       | Submit Final Construction Documents  | 1                              | 2                      | 2                               |                               | 2                              |                                      |                      | \$1,285.00         |
| 3.12       | Incorporate Final Revisions and QC Review  | 1                              | 6                      | 8                               | 8                             | 4                              |                                      |                      | \$4,765.00         |
|            | Subtotal - Final Design  | 20                             | 60                     | 90                              | 94                            | 41                             | 0                                    | 2                    | <b>\$54,238.00</b> |
| <b>4.0</b> | <b>PUBLIC OUTREACH</b>   |                                |                        |                                 |                               |                                |                                      |                      |                    |
| 4.1        | Participate in Up to Four Meetings w/ Businesses / Entities Along Project Corridor and Prepare Minutes | 2                              | 10                     | 2                               | 2                             |                                |                                      | 1                    | \$3,289.00         |
| 4.2        | Attend and Present at a Public Hearing   | 2                              | 3                      | 5                               |                               |                                |                                      | 1                    | \$2,067.00         |
| 4.3        | Incorporate Provisions in Contract Documents to Minimize Access Conflicts                              |                                | 1                      | 4                               | 6                             |                                |                                      |                      | \$1,886.00         |
| 4.4        | Respond to Questions from Businesses / Entities Regarding Construction Impacts                         |                                | 4                      | 6                               | 2                             |                                |                                      | 1                    | \$2,339.00         |

**FEE PROPOSAL**  
**GREAT FALLS DOWNTOWN STORM DRAINAGE IMPROVEMENTS - PHASE 3 (O.F. 1779.2) ENGINEERING SERVICES**

|            | WORK DESCRIPTION   | Great West Engineering |            |                     |                   |                    |                          |          |                     |
|------------|--|------------------------|------------|---------------------|-------------------|--------------------|--------------------------|----------|---------------------|
|            |  | PROJECT<br>MANAGER     | ENGINEER 5 | PROJECT<br>ENGINEER | CIVIL<br>ENGINEER | DESIGN<br>ENGINEER | PROJECT<br>ADMINISTRATOR | CLERICAL | Totals              |
|            |  | \$217.00               | \$206.00   | \$180.00            | \$160.00          | \$148.00           | \$152.00                 | \$115.00 |                     |
| 4.5        | Meet with BID Prior to Bidding and Prepare Minutes   | 2                      | 3          |                     | 2                 |                    |                          |          | \$1,372.00          |
| 4.6        | Provide Letters to Eight Businesses/Entities Following the Bid Opening (8 Letters)   |                        | 2          | 1                   |                   |                    |                          | 1        | \$707.00            |
| 4.7        | Facilitate Bi-Weekly Public Construction Status Meetings and Prepare Minutes (10 Meetings, Incl. in Construction Phase Services) |                        |            |                     |                   |                    |                          |          | \$0.00              |
| 4.8        | Provide Letters to Eight Businesses/Entities For One Update During Construction  |                        | 4          |                     | 2                 |                    |                          | 2        | \$1,374.00          |
| 4.9        | Provide Up to Five Updates to Downtown Association for Inclusion in Newsletter and Social Media Posts                            | 1                      | 6          |                     |                   |                    |                          |          | \$1,453.00          |
|            |  |                        |            |                     |                   |                    |                          |          |                     |
|            | Subtotal - Public Outreach   | 7                      | 33         | 18                  | 14                | 0                  | 0                        | 6        | <b>\$14,487.00</b>  |
|            |  |                        |            |                     |                   |                    |                          |          |                     |
| <b>5.0</b> | <b>BIDDING ASSSISTANCE</b>   |                        |            |                     |                   |                    |                          |          |                     |
| 5.1        | Provide City w/ 14 Sets of Bid Documents   |                        | 1          | 2                   |                   |                    |                          | 6        | \$1,256.00          |
| 5.2        | Conduct Pre-Bid Conference, Including Agenda and Minutes   | 1                      | 4          |                     |                   |                    |                          |          | \$1,041.00          |
| 5.3        | Address Bidder Questions and Prepare Addenda   |                        | 3          | 2                   | 1                 |                    |                          |          | \$1,138.00          |
| 5.4        | Participate in Bid Opening, Prepare Bid Tabulation and Advise City on Award  | 1                      | 2          | 1                   |                   | 1                  |                          |          | \$957.00            |
| 5.5        | Issue Notice of Award, Review Bonds/Insurance, Prepare Agreement, Assemble Executed Documents                                    | 1                      | 1          | 6                   |                   |                    |                          | 1        | \$1,618.00          |
|            |  |                        |            |                     |                   |                    |                          |          |                     |
|            | <b>Expenses</b>  |                        |            |                     |                   |                    |                          |          |                     |
|            | Bid Documents Copies (14 Sets X \$75/Set)  |                        |            |                     |                   |                    |                          |          | \$1,050.00          |
|            |  |                        |            |                     |                   |                    |                          |          |                     |
|            | Subtotal - Bidding Assistance  | 3                      | 11         | 11                  | 1                 | 1                  | 0                        | 7        | <b>\$7,060.00</b>   |
| <b>6.0</b> | <b>CONSTRUCTION PHASE SERVICES</b>   |                        |            |                     |                   |                    |                          |          |                     |
| 6.1        | Conduct Pre-Construction Conference, Including Agenda and Minutes  | 1                      | 3          | 2                   |                   | 2                  |                          |          | \$1,491.00          |
| 6.2        | Participate in Weekly Construction Meetings and Prepare Minutes (16 Meetings)  | 2                      | 7          | 32                  |                   | 6                  |                          |          | \$8,524.00          |
| 6.3        | Review of Shop Drawings / Submittals   |                        | 2          | 12                  | 18                |                    |                          |          | \$5,452.00          |
| 6.4        | Intermittent Site Observation and Reporting (60 Hours for Site Visits and Reporting)   | 4                      | 16         | 50                  |                   | 60                 |                          |          | \$22,044.00         |
| 6.5        | Assistance w/ Interpretation of Drawings/Specs. Respond to Questions and Requests for Information (RFI's)                        | 2                      | 8          | 40                  | 8                 | 8                  |                          |          | \$11,746.00         |
| 6.6        | Prepare Work Change Directives and Change Orders   | 1                      | 7          | 20                  |                   | 8                  |                          |          | \$6,443.00          |
| 6.7        | Coordinate Construction Quantities and Review Contractor Pay Requests (5 Pay Requests)   |                        | 4          | 13                  |                   | 7                  |                          |          | \$4,200.00          |
| 6.8        | Prepare Commission Agenda and Provide Project Update at Commission Meeting (1 Meeting)   | 1                      | 4          | 2                   | 2                 |                    | 1                        | 1        | \$1,988.00          |
| 6.9        | Participate in Substantial Completion Inspection   | 1                      | 3          | 4                   |                   | 2                  |                          |          | \$1,851.00          |
| 6.10       | Prepare and Monitor Final Punch List   |                        | 2          | 8                   |                   | 8                  |                          |          | \$3,036.00          |
| 6.11       | Participate in Final Inspection  | 1                      | 2          | 2                   |                   | 2                  |                          |          | \$1,285.00          |
| 6.12       | Prepare As-Built Drawings  |                        | 3          | 6                   |                   | 16                 |                          |          | \$4,066.00          |
|            |  |                        |            |                     |                   |                    |                          |          |                     |
|            | Subtotal - Construction Phase Services   | 13                     | 61         | 191                 | 28                | 119                | 1                        | 1        | <b>\$72,126.00</b>  |
|            | <b>Miscellaneous</b>   |                        |            |                     |                   |                    |                          |          |                     |
|            | Miscellaneous Work/Contingency   |                        |            |                     |                   |                    |                          |          | <b>\$15,000.00</b>  |
|            | <b>TOTAL FEE</b>   | 124                    | 228        | 420                 | 285               | 256                | 9                        | 16       | <b>\$264,097.00</b> |

**FEE PROPOSAL  
GREAT FALLS DOWNTOWN STORM DRAINAGE IMPROVEMENTS - PHASE 4 (O.F. 1779.2) ENGINEERING SERVICES**

|            | WORK DESCRIPTION  | Great West Engineering         |                        |                                 |                               |                                |                                      |                      |                    |
|------------|---|--------------------------------|------------------------|---------------------------------|-------------------------------|--------------------------------|--------------------------------------|----------------------|--------------------|
|            |   | PROJECT<br>MANAGER<br>\$217.00 | ENGINEER 5<br>\$206.00 | PROJECT<br>ENGINEER<br>\$180.00 | CIVIL<br>ENGINEER<br>\$160.00 | DESIGN<br>ENGINEER<br>\$148.00 | PROJECT<br>ADMINISTRATOR<br>\$152.00 | CLERICAL<br>\$115.00 | Totals             |
| <b>1.0</b> | <b>PROJECT STARTUP, SURVEY AND FIELD INVESTIGATIONS</b>   |                                |                        |                                 |                               |                                |                                      |                      |                    |
| 1.1        | Prepare and Coordinate Written Scope of Work  | 2                              |                        |                                 |                               |                                |                                      |                      | \$434.00           |
| 1.2        | Prepare Fee Estimate and Execute Agreement  | 2                              |                        |                                 |                               |                                | 1                                    |                      | \$586.00           |
| 1.3        | Utility Locate Request  |                                |                        |                                 | 2                             |                                |                                      |                      | \$320.00           |
| 1.4        | Set Additional Survey Control, Perform Pickup Survey and Manhole/Inlet Measurements               |                                | 2                      | 8                               |                               | 24                             |                                      |                      | \$5,404.00         |
| 1.5        | Process Survey Data and Update Base Map   |                                | 1                      | 4                               |                               | 16                             |                                      |                      | \$3,294.00         |
| 1.6        | Coordination of Exploratory Excavations   |                                | 4                      | 8                               |                               | 6                              |                                      |                      | \$3,152.00         |
| 1.7        | Coordinate Geotechnical Investigations  |                                | 3                      | 2                               |                               |                                |                                      |                      | \$978.00           |
| 1.8        | Participate in Two Information Gathering Meetings w/ City   | 1                              | 4                      |                                 |                               |                                |                                      |                      | \$1,041.00         |
| 1.9        | Overall Project Management  | 65                             |                        |                                 |                               |                                | 8                                    |                      | \$15,321.00        |
|            | <b>Subconsultant</b>  |                                |                        |                                 |                               |                                |                                      |                      |                    |
|            | Big Sky Subsurface (Geotechnical)   |                                |                        |                                 |                               |                                |                                      |                      | \$14,125.00        |
|            | <b>Expenses</b>   |                                |                        |                                 |                               |                                |                                      |                      |                    |
|            | GPS Rental (3 Days X \$400/Day)   |                                |                        |                                 |                               |                                |                                      |                      | \$1,200.00         |
|            | Subtotal - Project Startup, Survey and Field Investigations                                       | 70                             | 14                     | 22                              | 2                             | 46                             | 9                                    | 0                    | <b>\$45,855.00</b> |
| <b>2.0</b> | <b>PRELIMINARY DESIGN (60%)</b>   |                                |                        |                                 |                               |                                |                                      |                      |                    |
| 2.1        | Layout of New Storm Drainage Improvements and Proposed Base Map Development                       |                                | 16                     | 25                              | 20                            |                                |                                      |                      | \$10,996.00        |
| 2.2        | Verify Drainage Patterns and Adjust Subbasin Delineations   |                                | 2                      | 4                               | 16                            |                                |                                      |                      | \$3,692.00         |
| 2.3        | Update Storm Drain Modeling   | 1                              | 2                      | 10                              | 20                            |                                |                                      |                      | \$5,629.00         |
| 2.4        | Assess Potential Conflicts with Exiting Utilities   | 1                              | 2                      | 16                              | 8                             |                                |                                      |                      | \$4,789.00         |
| 2.5        | Meet w/ Utility Companies   |                                | 2                      | 4                               |                               | 4                              |                                      |                      | \$1,724.00         |
| 2.6        | Size New Manholes   |                                |                        |                                 | 2                             |                                |                                      |                      | \$320.00           |
| 2.7        | Perform Inlet Capacity and Spread Width Analysis  | 1                              | 3                      | 8                               | 20                            |                                |                                      |                      | \$5,475.00         |
| 2.8        | Investigate Boring Options  | 4                              | 1                      | 8                               | 8                             |                                |                                      |                      | \$3,794.00         |
| 2.9        | Prepare Preliminary Construction Plans/Sheets (Approx. 13 Sheets)                                 | 2                              | 12                     | 22                              | 20                            | 40                             |                                      |                      | \$15,986.00        |
| 2.10       | Prepare Preliminary Construction Phasing Plan (Approx. 3 Sheets)                                  | 2                              | 10                     | 4                               |                               | 16                             |                                      |                      | \$5,582.00         |
| 2.11       | Prepare Preliminary Contract Documents and Specifications   | 1                              | 3                      | 12                              | 20                            |                                |                                      |                      | \$6,195.00         |
| 2.12       | Prepare Preliminary Cost Estimate   | 1                              | 1                      | 3                               | 7                             |                                |                                      |                      | \$2,083.00         |
| 2.13       | Participate in Two Design Review Meetings w/ City   | 2                              | 4                      |                                 |                               |                                |                                      |                      | \$1,258.00         |
| 2.14       | Submit Preliminary Plans, Review Meeting and Minutes  | 2                              | 1                      | 4                               |                               | 2                              |                                      |                      | \$1,656.00         |
|            | Subtotal - Preliminary Design   | 17                             | 59                     | 120                             | 141                           | 62                             | 0                                    | 0                    | <b>\$69,179.00</b> |
| <b>3.0</b> | <b>FINAL DESIGN (95% and 100%)</b>  |                                |                        |                                 |                               |                                |                                      |                      |                    |
| 3.1        | Finalize Storm Drain Modeling and Design  |                                | 8                      | 8                               | 16                            |                                |                                      |                      | \$5,648.00         |
| 3.2        | Finalize Utility Conflict Coordination  |                                | 2                      | 6                               | 3                             |                                |                                      |                      | \$1,972.00         |
| 3.3        | Establish Surfacing Repair Requirements   | 7                              | 1                      | 3                               |                               |                                |                                      |                      | \$2,265.00         |
| 3.4        | Design Curb Returns, ADA Ramps and Apron Modifications for New Inlets                             | 1                              | 4                      | 8                               | 16                            |                                |                                      |                      | \$5,041.00         |
| 3.5        | Prepare Final Construction Plans/Sheets (Approx. 13 Sheets)                                       | 2                              | 12                     | 22                              | 18                            | 22                             |                                      |                      | \$13,002.00        |
| 3.6        | Finalize Construction Phasing Plan (Approx. 3 Sheets)   | 1                              | 6                      | 4                               |                               | 8                              |                                      |                      | \$3,357.00         |
| 3.7        | Prepare Drainage Report   | 1                              | 1                      | 8                               | 20                            | 2                              |                                      | 2                    | \$5,589.00         |
| 3.8        | Prepare Final Cost Estimate   | 2                              | 1                      | 2                               | 4                             |                                |                                      |                      | \$1,640.00         |
| 3.9        | Prepare Final Contract Documents and Specifications   | 1                              | 4                      | 18                              | 8                             |                                |                                      |                      | \$5,561.00         |
| 3.10       | Participate in Two Design Review Meetings w/ City   | 2                              | 4                      |                                 |                               |                                |                                      |                      | \$1,258.00         |
| 3.11       | Submit Final Construction Documents, Review Meeting and Minutes                                   | 1                              | 1                      | 4                               |                               | 2                              |                                      |                      | \$1,439.00         |
| 3.12       | Incorporate Final Revisions and QC Review   | 1                              |                        | 8                               | 8                             | 4                              |                                      |                      | \$4,353.00         |
|            | Subtotal - Final Design   | 19                             | 48                     | 91                              | 93                            | 38                             | 0                                    | 2                    | <b>\$51,125.00</b> |
| <b>4.0</b> | <b>PERMITTING AND EASEMENT ACQUISITION</b>  |                                |                        |                                 |                               |                                |                                      |                      |                    |
| 4.1        | Prepare Joint Application for Work at Missouri River  |                                | 4                      | 8                               | 16                            | 4                              |                                      |                      | \$5,416.00         |
| 4.2        | BNSF Coordination and Pipeline Crossing Permit Application  |                                | 2                      | 8                               | 5                             | 10                             |                                      |                      | \$4,132.00         |
| 4.3        | MDT Coordination and Encroachment Permit Application  |                                | 1                      | 4                               | 8                             | 2                              |                                      |                      | \$2,502.00         |
| 4.4        | Encroachment / No Rise Analysis and Floodplain Permit Application                                 | 0                              | 4                      | 50                              | 92                            | 8                              | 0                                    | 1                    | \$25,843.00        |
| 4.6        | Coordinate, Negotiate and Prepare Easement Documentation for New River Outfall Pipe (2 Easements) | 6                              | 18                     | 14                              |                               | 18                             |                                      |                      | \$10,194.00        |



**FEE PROPOSAL  
GREAT FALLS DOWNTOWN STORM DRAINAGE IMPROVEMENTS - PHASE 4 (O.F. 1779.2) ENGINEERING SERVICES**

|            | WORK DESCRIPTION   | Great West Engineering         |                        |                                 |                               |                                |                                      |                      |                     |
|------------|--|--------------------------------|------------------------|---------------------------------|-------------------------------|--------------------------------|--------------------------------------|----------------------|---------------------|
|            |  | PROJECT<br>MANAGER<br>\$217.00 | ENGINEER 5<br>\$206.00 | PROJECT<br>ENGINEER<br>\$180.00 | CIVIL<br>ENGINEER<br>\$160.00 | DESIGN<br>ENGINEER<br>\$148.00 | PROJECT<br>ADMINISTRATOR<br>\$152.00 | CLERICAL<br>\$115.00 | Totals              |
|            | <b>Expenses</b>  |                                |                        |                                 |                               |                                |                                      |                      |                     |
|            | Per Diem (During Bathymetric Survey) - 2 Days x 2 staff x \$63/day   |                                |                        |                                 |                               |                                |                                      |                      | \$252.00            |
|            | Sonar/Boat Rental (for Bathymetric Survey) - 1 Day x \$200/Day   |                                |                        |                                 |                               |                                |                                      |                      | \$200.00            |
|            | GPS Rental (for Bathymetric Survey) -1 Day X \$400/Day   |                                |                        |                                 |                               |                                |                                      |                      | \$400.00            |
|            | Title Report Fees (2 x \$500/Each)   |                                |                        |                                 |                               |                                |                                      |                      | \$1,000.00          |
|            | <b>Subtotal - Permitting and Easement Acquisition</b>  | <b>6</b>                       | <b>29</b>              | <b>84</b>                       | <b>121</b>                    | <b>42</b>                      | <b>0</b>                             | <b>1</b>             | <b>\$49,939.00</b>  |
| <b>5.0</b> | <b>PUBLIC OUTREACH</b>   |                                |                        |                                 |                               |                                |                                      |                      |                     |
| 5.1        | Participate in Up to Four Meetings w/ Businesses / Entities Along Project Corridor and Prepare Minutes                           | 2                              | 8                      | 2                               | 2                             |                                |                                      | 1                    | \$2,877.00          |
| 5.2        | Attend and Present at a Public Hearing   | 2                              | 3                      | 5                               |                               |                                |                                      | 1                    | \$2,067.00          |
| 5.3        | Incorporate Provisions in Contract Documents to Minimize Access Conflicts  |                                | 1                      | 4                               | 6                             |                                |                                      |                      | \$1,886.00          |
| 5.4        | Respond to Questions from Businesses / Entities Regarding Construction Impacts   |                                | 4                      | 5                               | 2                             |                                |                                      | 1                    | \$2,159.00          |
| 5.5        | Meet with BID Prior to Bidding and Prepare Minutes   | 2                              | 3                      |                                 | 2                             |                                |                                      |                      | \$1,372.00          |
| 5.6        | Provide Letters to Eight Businesses/Entities Following the Bid Opening (8 Letters)   |                                | 2                      | 1                               |                               |                                |                                      | 1                    | \$707.00            |
| 5.7        | Facilitate Bi-Weekly Public Construction Status Meetings and Prepare Minutes (10 Meetings, Incl. in Construction Phase Services) |                                |                        |                                 |                               |                                |                                      |                      | \$0.00              |
| 5.8        | Provide Letters to Eight Businesses/Entities For One Update During Construction  |                                | 4                      |                                 | 2                             |                                |                                      | 2                    | \$1,374.00          |
| 5.9        | Provide Up to Five Updates to Downtown Association for Inclusion in Newsletter and Social Media Posts                            | 1                              | 4                      |                                 |                               |                                |                                      |                      | \$1,041.00          |
|            | <b>Subtotal - Public Outreach</b>  | <b>7</b>                       | <b>29</b>              | <b>17</b>                       | <b>14</b>                     | <b>0</b>                       | <b>0</b>                             | <b>6</b>             | <b>\$13,483.00</b>  |
| <b>6.0</b> | <b>BIDDING ASSSISTANCE</b>   |                                |                        |                                 |                               |                                |                                      |                      |                     |
| 6.1        | Provide City w/ 14 Sets of Bid Documents   |                                | 1                      | 2                               |                               |                                |                                      | 6                    | \$1,256.00          |
| 6.2        | Conduct Pre-Bid Conference, Including Agenda and Minutes   | 1                              | 4                      |                                 |                               |                                |                                      |                      | \$1,041.00          |
| 6.3        | Address Bidder Questions and Prepare Addenda   |                                | 3                      | 2                               | 1                             |                                |                                      |                      | \$1,138.00          |
| 6.4        | Conduct Bid Opening, Prepare Bid Tabulation and Advise City on Award   | 1                              | 2                      | 1                               |                               | 1                              |                                      |                      | \$957.00            |
| 6.5        | Issue Notice of Award, Review Bonds/Insurance, Prepare Agreement, Assemble Executed Documents                                    | 1                              | 1                      | 6                               |                               |                                |                                      | 1                    | \$1,618.00          |
|            | <b>Expenses</b>  |                                |                        |                                 |                               |                                |                                      |                      |                     |
|            | Bid Documents Copies (14 Sets X \$75/Set)  |                                |                        |                                 |                               |                                |                                      |                      | \$1,050.00          |
|            | <b>Subtotal - Bidding Assistance</b>   | <b>3</b>                       | <b>11</b>              | <b>11</b>                       | <b>1</b>                      | <b>1</b>                       | <b>0</b>                             | <b>7</b>             | <b>\$7,060.00</b>   |
| <b>7.0</b> | <b>CONSTRUCTION PHASE SERVICES</b>   |                                |                        |                                 |                               |                                |                                      |                      |                     |
| 7.1        | Conduct Pre-Construction Conference, Including Agenda and Minutes  | 1                              | 3                      | 2                               |                               | 2                              |                                      |                      | \$1,491.00          |
| 7.2        | Participate in Weekly Construction Meetings and Prepare Minutes (16 Meetings)  | 2                              | 7                      | 32                              |                               | 6                              |                                      |                      | \$8,524.00          |
| 7.3        | Review of Shop Drawings / Submittals   |                                | 2                      | 12                              | 18                            |                                |                                      |                      | \$5,452.00          |
| 7.4        | Intermittent Site Observation and Reporting (60 Hours for Site Visits and Reporting)   | 4                              | 16                     | 50                              |                               | 60                             |                                      |                      | \$22,044.00         |
| 7.5        | Assistance w/ Interpretation of Drawings/Specs. Respond to Questions and Requests for Information (RFI's)                        | 2                              | 8                      | 40                              | 8                             | 8                              |                                      |                      | \$11,746.00         |
| 7.6        | Prepare Work Change Directives and Change Orders   | 1                              | 7                      | 20                              |                               | 8                              |                                      |                      | \$6,443.00          |
| 7.7        | Coordinate Construction Quantities and Review Contractor Pay Requests (5 Pay Requests)   |                                | 4                      | 13                              |                               | 7                              |                                      |                      | \$4,200.00          |
| 7.8        | Prepare Commission Agenda and Provide Project Update at Commission Meeting (1 Meeting)   | 1                              | 4                      | 2                               | 2                             |                                | 1                                    | 1                    | \$1,988.00          |
| 7.9        | Participate in Substantial Completion Inspection   | 1                              | 3                      | 4                               |                               | 2                              |                                      |                      | \$1,851.00          |
| 7.10       | Prepare and Monitor Final Punch List   |                                | 2                      | 8                               |                               | 8                              |                                      |                      | \$3,036.00          |
| 7.11       | Participate in Final Inspection  | 1                              | 2                      | 2                               |                               | 2                              |                                      |                      | \$1,285.00          |
| 7.12       | Prepare As-Built Drawings  |                                | 3                      | 6                               |                               | 16                             |                                      |                      | \$4,066.00          |
|            | <b>Subtotal - Construction Phase Services</b>  | <b>13</b>                      | <b>61</b>              | <b>191</b>                      | <b>28</b>                     | <b>119</b>                     | <b>1</b>                             | <b>1</b>             | <b>\$72,126.00</b>  |
|            | <b>Miscellaneous</b>   |                                |                        |                                 |                               |                                |                                      |                      |                     |
|            | Miscellaneous Work/Contingency   |                                |                        |                                 |                               |                                |                                      |                      | \$15,000.00         |
|            | <b>TOTAL FEE</b>   | <b>135</b>                     | <b>251</b>             | <b>536</b>                      | <b>400</b>                    | <b>308</b>                     | <b>10</b>                            | <b>17</b>            | <b>\$323,767.00</b> |

## EXHIBIT E – INSURANCE CERTIFICATES



## CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)

6/23/2025

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

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

|  |  |                       |
|--|--|-----------------------|
| <b>PRODUCER</b><br>The Hartwell Corporation<br>PO Box 400<br>Caldwell, ID 83606              | <b>CONTACT NAME:</b> Wendy Ramos                 |                       |
|  | <b>PHONE (A/C, No, Ext):</b>                     | <b>FAX (A/C, No):</b> |
|  | <b>E-MAIL ADDRESS:</b> wendy@thehartwellcorp.com |                       |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>             |                       |
|  | <b>INSURER A:</b> XL Specialty Insurance Co.     |                       |
| <b>INSURED</b><br><br>Great West Engineering Inc<br>2501 Belt View Drive<br>Helena, MT 59601 | <b>NAIC #</b>                                    |                       |
|  | 37885  |                       |
|  | <b>INSURER B:</b>                                |                       |
|  | <b>INSURER C:</b>                                |                       |
|  | <b>INSURER D:</b>                                |                       |
| <b>INSURER E:</b>  |  |                       |
| <b>INSURER F:</b>  |  |                       |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b>  |           |          |               |                         |                         |  |
|          | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  |           |          |               |                         |                         | EACH OCCURRENCE \$   |
|          |  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$                         |
|          |  |           |          |               |                         |                         | MED EXP (Any one person) \$  |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY \$   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |           |          |               |                         |                         | GENERAL AGGREGATE \$   |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC              |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$  |
|          | OTHER:   |           |          |               |                         |                         | \$   |
|          | <b>AUTOMOBILE LIABILITY</b>  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                               |
|          | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS                |           |          |               |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                    |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          |  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          |  |           |          |               |                         |                         | \$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR  |           |          |               |                         |                         | EACH OCCURRENCE \$   |
|          | <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  |           |          |               |                         |                         | AGGREGATE \$   |
|          | DED <input type="checkbox"/> RETENTION \$  |           |          |               |                         |                         | \$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |           |          |               |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N |           |          |               |                         |                         | E.L. EACH ACCIDENT \$  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$  |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                                       |
| A        | Professional Liab  |           |          | DPR5042054    | 4/25/2025               | 4/25/2026               | Each Claim/Aggregate 3,000,000                                       |
| A        | Professional Liab  |           |          | DPR5042054    | 4/25/2025               | 4/25/2026               | Deductible 100,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Downtown Storm Drainage Improvements - Phases 3 & 4 (OF 1779.2)

## CERTIFICATE HOLDER

## CANCELLATION

|   |  |
|---|--|
| <b>City of Great Falls</b><br>1010 25th Ave NE<br>Great Falls, MT 59404 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br>  |



# CERTIFICATE OF LIABILITY INSURANCE

DATE: Agenda #10.

6/23/2025

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

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

|  |  |  |  |               |
|--|--|--|--|---------------|
| <b>PRODUCER</b><br>Edgewood Partners Insurance Agency<br>3780 Mansell Rd. Suite 370<br>Alpharetta GA 30022 |  | <b>CONTACT NAME:</b> ACEC Certificates<br><b>PHONE (A/C, No. Ext):</b> 770-552-4225<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> ACECcertificates@greyling.com |  |               |
| <b>INSURED</b><br>Great West Engineering, Inc.<br>2501 Belt View Dr<br>Helena MT 59601                     |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  | <b>NAIC #</b> |
|  |  | <b>INSURER A:</b> Hartford Casualty Insurance Company  |  | 29424         |
|  |  | <b>INSURER B:</b> Sentinel Insurance Company, Ltd.   |  | 11000         |
|  |  | <b>INSURER C:</b> Hartford Accident and Indemnity Company  |  | 22357         |
|  |  | <b>INSURER D:</b>  |  |               |
|  |  | <b>INSURER E:</b>  |  |               |
| <b>INSURER F:</b>  |  |  |  |               |

**COVERAGES****CERTIFICATE NUMBER:** 227704805**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| B        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 20SBWBA6092   | 3/27/2025               | 3/27/2026               | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| C        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | 20UEGEG9482   | 3/27/2025               | 3/27/2026               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | 20SBWBA6092   | 3/27/2025               | 3/27/2026               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N<br><input checked="" type="checkbox"/> N  |           | N/A      | 20WEGBE3UDS   | 3/27/2025               | 3/27/2026               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Downtown Storm Drainage Improvements – Phases 3 & 4 (OF 1779.2)

Additional Insured:  
City of Great Falls  
1010 25th Ave NE  
Great Falls, MT 59404

**CERTIFICATE HOLDER****CANCELLATION**

City of Great Falls  
1010 25th Ave NE  
Great Falls MT 59404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT

This is a summary of the coverage provided under the following form (complete form available):

### COMMERCIAL AUTOMOBILE COVERAGE FORM HA 99 16 03 12

#### Additional Insured if Required by Contract

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who is and Insured with regard to the ownership, maintenance or use of a covered "auto."

#### Primary and Non-Contributory

Only with respect to insurance provided to an additional insured in 1.D. – Additional Insured If Required by contract, the following provisions apply:

- 1) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance Clause.
- 2) **Primary and Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other that this insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by method described in Other Insurance 5.d.

#### Waiver of Subrogation

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payment we make for damages under the Coverage Form.

POLICY NUMBER: 20SBWBA6092

BUSINESS LIABILITY COVERAGE  
SS 00 08 04 05

## ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

### BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

#### Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**When You Add Others As An Additional Insured To This Insurance:** That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

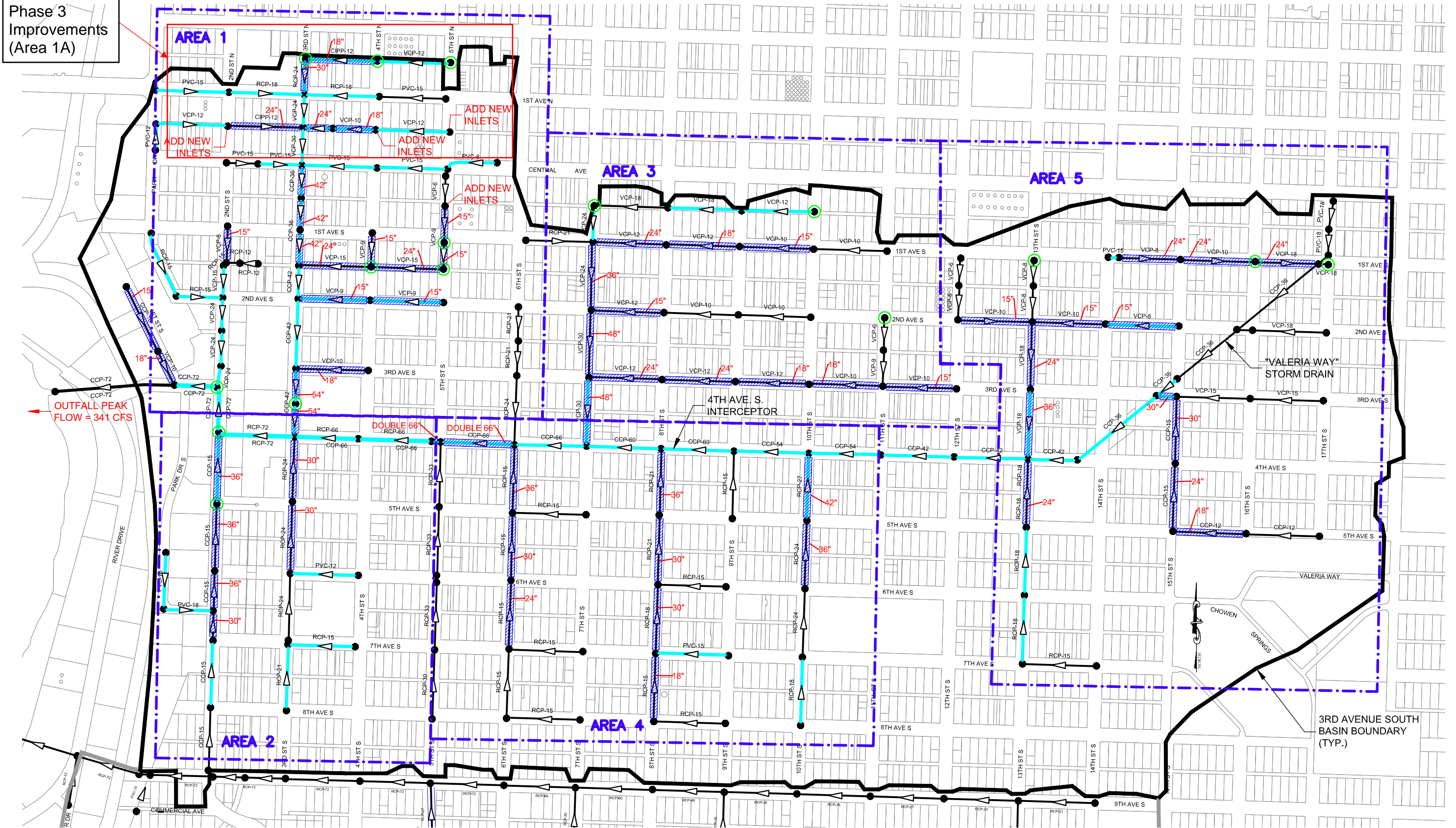
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Waiver of Subrogation**

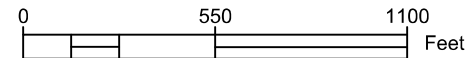
If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage



Phase 3  
Improvements  
(Area 1A)



- TYPICAL PIPE WITH FLOW DIRECTION
- LEVEL 1 SURCHARGING - PRESSURE FLOW IN PIPE
- LEVEL 2 SURCHARGING - PRESSURE FLOW IN PIPE AND SURFACE FLOODING AT MANHOLES/INLETS
- PIPE SIZE TO BE INCREASED
- CCP-12 EXISTING PIPE SIZE AND MATERIAL
- 18" NEW PIPE SIZE
- TYPICAL MANHOLE
- STORM INLET CAPACITY TO BE INCREASED

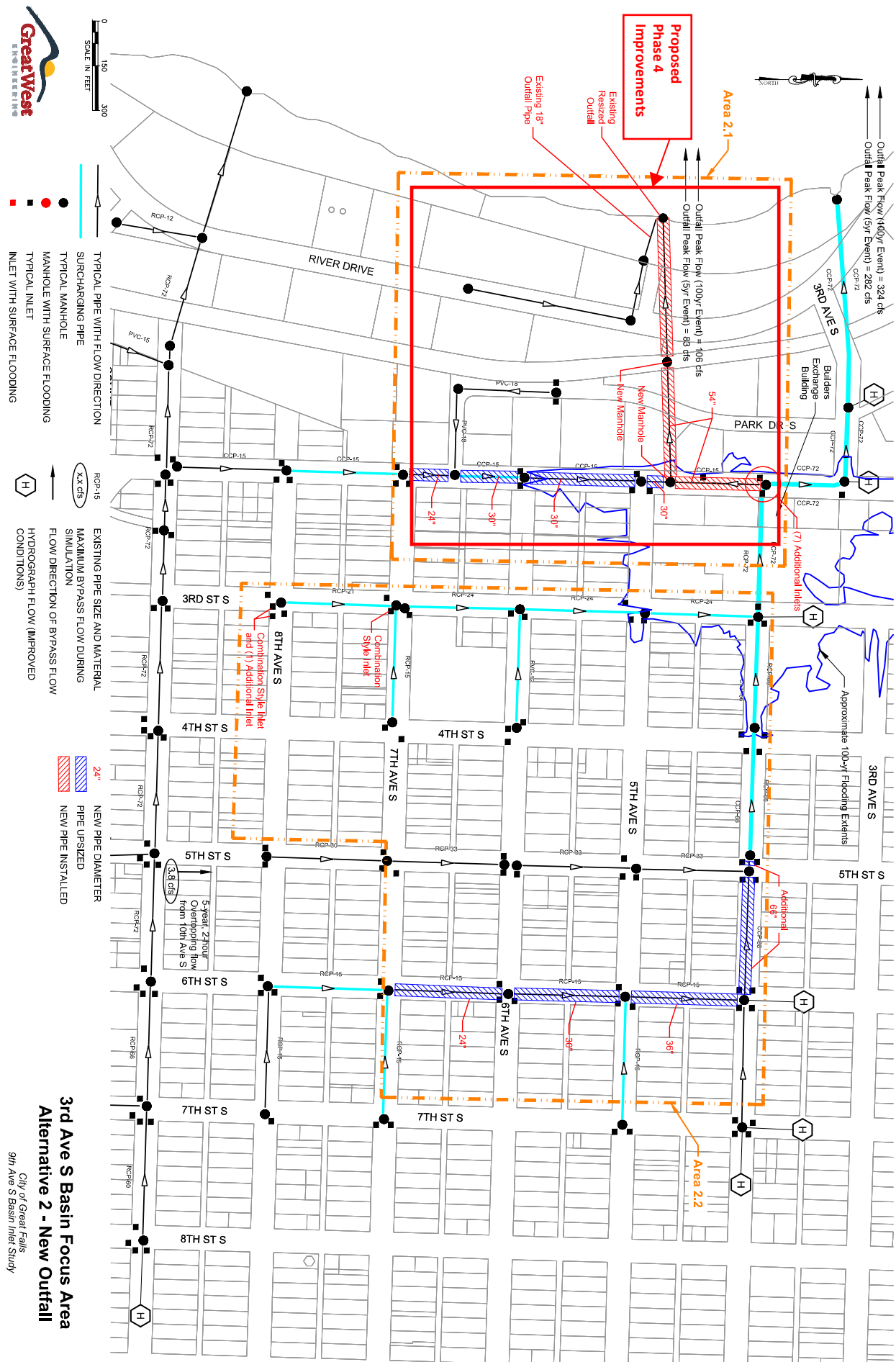


**3RD AVENUE SOUTH BASIN  
ALTERNATIVE NO.1 - PIPE UPSIZING AND  
INLET IMPROVEMENTS ONLY  
(5 YEAR, 2 HOUR STORM)**

GREAT FALLS DRAINAGE BASIN STUDY







**PROJECT SUMMARY SHEET:**  
**Downtown Storm Drainage Improvements Phases 3 and 4, O.F. 1779.2**  
**FY 2026 Capital Improvement Plan**  
**Current as of: July 16, 2025**

**Description:** This project will implement further improvements to the Downtown Storm Drain system in two areas just north of 9<sup>th</sup> Avenue South. These improvements are outlined in the Drainage Study performed by Great West Engineering, and include drainage pipe upsizing, replacement of existing inlets, and installation of new inlets.

**Justification:** Flooding in Downtown Great Falls has increased in frequency, damaging businesses and homes in the area. This project, the third phase of improvements to the drainage system, will further improve storm water drainage.

**Scope:** The consultant will update recommendations from the two drainage studies (O.F. 1666.4 and O.F. 1780.0), verify the effectiveness and practicality of these improvements, provide project documents/plans, and aid in the administration of construction (i.e. assembling bidding documents, ensuring compliance with city standards, etc.).

**Added to CIP:** 2<sup>nd</sup> half 2025

**CIP Timeline:** On track

**Cost:**

- CIP programmed cost/FY: \$2.12M (Phase 3)/FY26, \$2.62M (Phase 4)/FY27
- Awarded Cost: TBD
  - o Great West Engineering fees:
    - \$264,097.00 (Phase 3)
    - \$323,767.00 (Phase 4)
- Final Cost: TBD

**Funding Source(s):** TIF funding, Storm Drain Funds

- Funding Match Requirements: NA

**Planned Execution Method:** Consultant

**Planned Construction CY:** Summer 2026 (Phase 3), Summer 2027 (Phase 4)

**Current Project Stage (Estimated Completion Date):** Planning (Summer 2025)

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

**Map & Site Pictures:**

**PROJECT SUMMARY SHEET:**  
**Downtown Storm Drainage Improvements Phases 3 and 4, O.F. 1779.2**  
**FY 2026 Capital Improvement Plan**  
**Current as of: July 16, 2025**

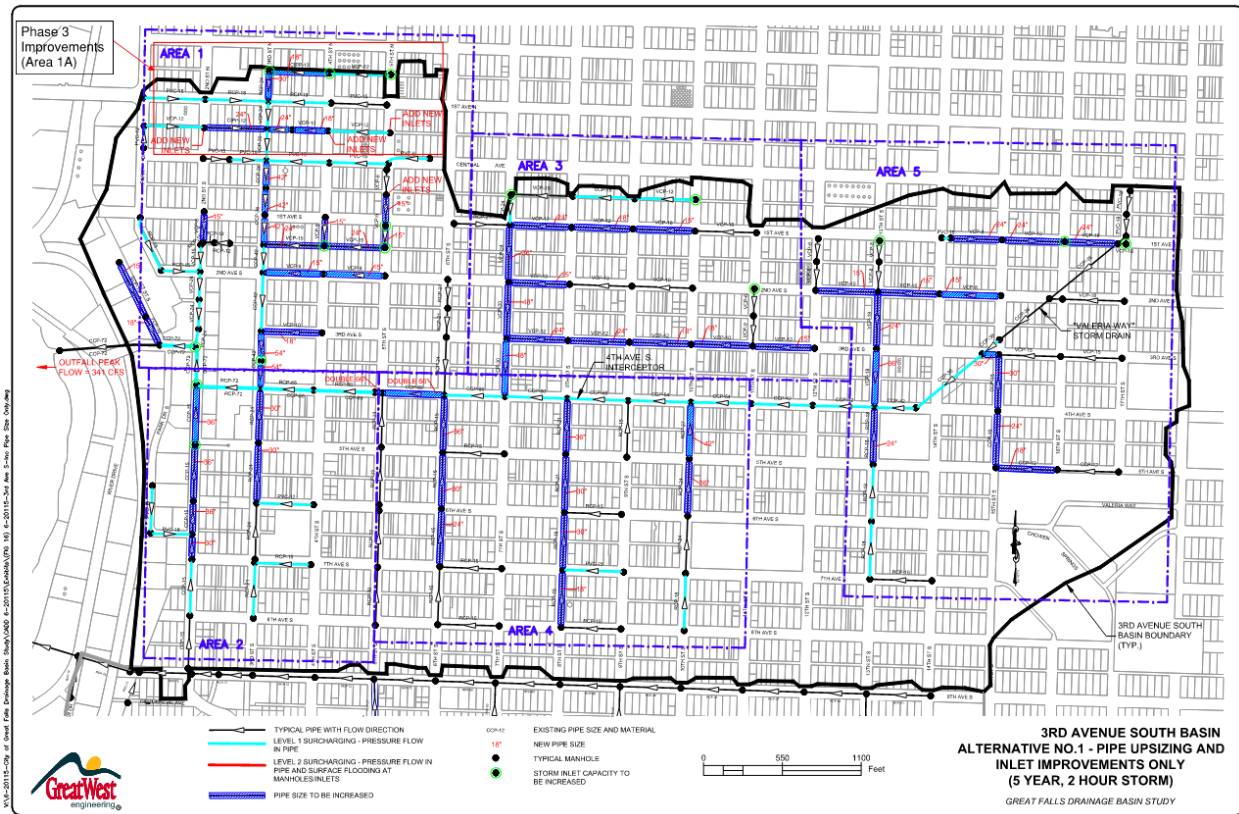


Figure 1: Recommendations from the O.F. 1666.4 Storm Drainage Report (Phase 3 outlined in red)

**PROJECT SUMMARY SHEET:**  
**Downtown Storm Drainage Improvements Phases 3 and 4, O.F. 1779.2**  
**FY 2026 Capital Improvement Plan**  
**Current as of: July 16, 2025**

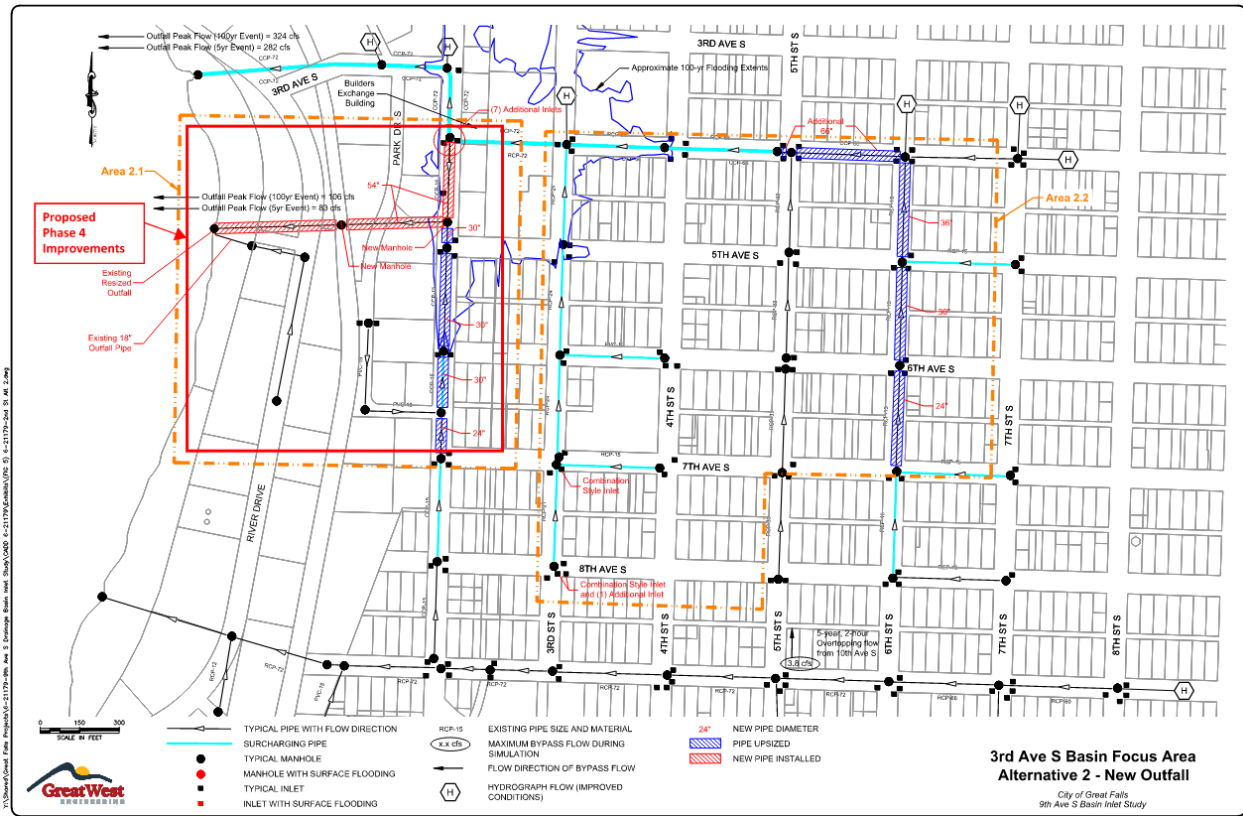


Figure 2: Recommended improvements from O.F. 1780.0 Drainage Basin Report (Phase 4 outlined in red)



Commission Meeting Date: August 5, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Professional Services Agreement: Wastewater Treatment Plant Access Gate, OF 1846.0

**From:** Engineering Division

**Initiated By:** Public Works Department

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

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

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement in the amount not to exceed \$127,870.00 to Advanced Engineering and Environmental Services, Inc. for engineering services for the Wastewater Treatment Plant Access Gate project and authorize the City Manager to execute the agreement documents."

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

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

**Summary:**

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

**Background:**

The project consists of designing and building a single access gate on 4th St NE to improve public safety and limit access through Burlington Northern Santa Fe (BNSF) property. BNSF is in the process of expanding this section of railroad track from one single track to three track lanes. City of Great Falls and BNSF personnel have been in discussion about the public safety aspect of the future uncontrolled triple track crossing and loss of City park access. The existing northeast access to West Bank Park from 4th St NE does not have a conforming right-of-way and will be eliminated. The access gate will allow the City to safely designate personnel access to the critical City infrastructure at the WWTP. Public access to West Bank Park will be directed to the main entrance point at 3rd Ave NW.

## Project Work Scope

Attachment 1 is a detailed scope, which generally includes:

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

## Conclusion

The project has been selected, prioritized, and executed in collaboration with BNSF. City staff recommends approving the PSA with AE2S in the amount of \$127,870.00.

**Fiscal Impact:** The project will utilize available funds budgeted in the Sewer Enterprise Fund. Due to the unforeseen request to mitigate public access to City parkland, there may be other prioritized projects delayed.

**Alternatives:** The City Commission could vote to not award the PSA and not make improvements to the sole access of the WWTP. If the City were to delay the installation of the gate and continue to allow public access through BNSF property, it would result in a frayed relationship with BNSF and risk our sole access point to the WWTP.

## Attachments:

1. Professional Service Agreement
2. Project Summary Sheet

## **PROFESSIONAL SERVICES AGREEMENT**

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

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

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

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

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

**4. Payment:** City agrees to pay Consultant at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of ONE HUNDRED TWENTY SEVEN THOUSAND EIGHT HUNDRED SEVENTY DOLLARS (\$127,870.00) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF GREAT FALLS, MONTANA**

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

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

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

ATTEST:

(Seal of the City)

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

APPROVED AS TO FORM:

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

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

**EXHIBIT A – SCOPE OF SERVICES**  
**WWTP NEW ACCESS GATE**  
**CITY OF GREAT FALLS, MONTANA**  
**O.F. 1846.0**

**EXHIBIT A – SCOPE OF SERVICES**

The scope of services is to be provided as the prescribed requirements of the accompanying Professional Services Agreement. Descriptions of the proposed tasks to be completed by AE2S are provided below:

**I. PRELIMINARY ENGINEERING PHASE**

- A. Coordinate with the City's staff regarding existing conditions, design documentation, and project constraints.
  - B. Complete preliminary investigation items, including:
    - 1. Complete overall survey/review of existing and proposed access.
    - 2. Identify any operations and maintenance (O&M) requirements associated with hardware and operations, manual access in case of emergency, etc. as well as issues or concerns from City/Veolia.
    - 3. Evaluate site for gate placement outside of BNSF right-of-way and provide recommendations for technology, materials, and installation improvements specific to equipment or access.
    - 4. Provide recommendations for specific public access, such as FedEx/UPS, Republic, Contractors, etc.
    - 5. Provide updated design and construction scheduling, along with opinion of total probable construction cost.
- Estimated Fee: \$18,102

**II. FINAL DESIGN PHASE**

- A. Coordinate with the City's staff regarding updates to site conditions, design documentation, and project constraints.
  - B. Prepare Final Drawings and Specifications for Contractor bidding, including:
    - 1. Prepare plans and specifications for review by the City that reflect the installation of new access gate equipment.
    - 2. Prepare updated opinions of total probable construction cost.
    - 3. Schedule, prepare for, and participate in meetings with the City, BNSF, and Calumet to discuss items pertaining to the final design of the project.
    - 4. Submit documentation to the City for review and approval.
  - C. Prepare Bidding Documents.
  - D. Conduct review meeting with the City to review final design and bid documents, make necessary modifications required to gain approval from the City.
  - E. Submit documentation to agencies for review and approval and coordinate revisions to the document with the City.
- Estimated Fee: \$64,033

**III. BIDDING/NEGOTIATION PHASE**

- A. Assist the City in advertising for and obtaining bids or negotiating proposals for the Work and maintain a record of Contractors to whom Bidding Documents have been issued.
- B. Prepare and provide Bidding Documents to bidding Contractors and the City.
- C. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

**EXHIBIT A – SCOPE OF SERVICES**  
**WWTP NEW ACCESS GATE**  
**CITY OF GREAT FALLS, MONTANA**  
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- D. Consult with the City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
  - E. Prepare for and facilitate the Pre-Bid meeting.
  - F. Attend the bid opening, prepare a tabulation of results, and assist the City in evaluating bids and in assembling and awarding contracts for the Work.
- Estimated Fee: \$10,306

**IV. CONSTRUCTION PHASE**

- A. General Administration of Construction Contract. Consult with the City and act as City's representative as provided herein. The extent and limitations of the duties, responsibilities and authority of Consultant shall not be modified, except as Consultant may otherwise agree in writing. All of the City's instructions to Contractor will be issued through Consultant, who shall have authority to act on behalf of the City in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.
- B. Pre-Construction Conference. Prepare for, and facilitate, a Pre-Construction Conference prior to commencement of Work at the Site. Provide corresponding meeting notes to the City.
- C. Schedules. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- D. Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the Work which in Consultant's judgment are necessary to enable Contractor to complete the Work.
- E. Visits to Site and Observation of Construction. In connection with observations of Contractor's Work while it is in progress:
  - 1. Make visits to the Site at intervals (typically daily or every other day) appropriate to the various stages of construction, as Consultant deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. The City will provide Resident Project Representative to provide on-site services during work activities completed by the Contractor. Such visits and observations by Consultant, and the City's Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment as assisted by the City's Resident Project Representative, if any. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Contract Documents, and Consultant shall keep the City informed of the progress of the Work.
  - 2. The purpose of Consultant's visits to, and representation by the City's Resident Project Representative, if any, at the Site, will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed Work

**EXHIBIT A – SCOPE OF SERVICES**  
**WWTP NEW ACCESS GATE**  
**CITY OF GREAT FALLS, MONTANA**  
**O.F. 1846.0**

- will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- F. Defective Work. Recommend to the City that Contractor's Work be rejected while it is in progress if, on the basis of Consultant's observations, Consultant believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
  - G. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Consultant may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
  - H. Work Change Directives. Recommend Work Change Directives to the City, as appropriate, and prepare Work Change Directives as required.
  - I. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any Contractor's submittal schedule that Consultant has accepted.
  - J. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
  - K. Disagreements between the City and Contractor. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by the City or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Consultant in its discretion concludes that to do so would be inappropriate. In rendering such

**EXHIBIT A – SCOPE OF SERVICES**  
**WWTP NEW ACCESS GATE**  
**CITY OF GREAT FALLS, MONTANA**  
**O.F. 1846.0**

decisions, Consultant shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- L. Applications for Payment. Based on Consultant's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - 1. Determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to the City, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe Contractor's Work. In the case of unit price work, Consultant's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - 2. By recommending any payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents. Neither Consultant's review of Contractor's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant's responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Consultant's to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to the City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between the City and Contractor that might affect the amount that should be paid.
- M. Contractor's Completion Documents. Receive, review, and transmit to the City maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- N. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with the City and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of the City, Consultant considers the Work substantially complete, Consultant shall deliver a certificate of Substantial Completion to the City and Contractor.

**EXHIBIT A – SCOPE OF SERVICES**  
**WWTP NEW ACCESS GATE**  
**CITY OF GREAT FALLS, MONTANA**  
**O.F. 1846.0**

- O. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work by Contractor is acceptable so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall provide notice that the Work is acceptable to the best of Consultant’s knowledge, information, and belief and based on the extent of the services provided by Consultant under this Agreement.
- P. Coordinate operational requirements of the City of Great Falls Wastewater Treatment Plant.
- Q. Duration of Construction Phase. The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Consultant for final payment to Contractors. Consultant shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
- R. Limitation of Responsibilities. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Consultant shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Estimated Fee: \$20,429

**V. MISCELLANEOUS SERVICES**

- A. Prepare for and participate in miscellaneous meetings to review and discuss design and construction questions or issues with the City.
- B. Assist the City with miscellaneous construction and/or operation items throughout the project.
- C. Any additional services in connection the project requested by the City not otherwise provided for in the agreement.

Estimated Fee: \$15,000

**Fee Summary:**

|                      |                                |                  |
|----------------------|--------------------------------|------------------|
| I.                   | Preliminary Engineering Phase: | \$ 18,102        |
| II.                  | Final Design Phase:            | \$ 64,033        |
| III.                 | Bidding Phase                  | \$ 10,306        |
| IV.                  | Construction Phase:            | \$ 20,429        |
| V.                   | Miscellaneous Services:        | <u>\$ 15,000</u> |
| Total Estimated Fee: |                                | \$127,870        |



**EXHIBIT A – SCOPE OF SERVICES  
WWTP NEW ACCESS GATE  
CITY OF GREAT FALLS, MONTANA  
O.F. 1846.0**

**ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC  
2025 HOURLY FEE AND EXPENSE SCHEDULE**

**Labor Rates\***

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

**EXHIBIT A – SCOPE OF SERVICES**  
**WWTP NEW ACCESS GATE**  
**CITY OF GREAT FALLS, MONTANA**  
**O.F. 1846.0**

Agenda #11.

**Reimbursable Expense Rates**

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

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

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

**PROJECT SUMMARY SHEET:**  
**Waste Water Treatment Plant Access Gate, O.F. 1846.0**  
**FY 2025 Capital Improvement Plan**  
**Current as of: July 17, 2025**

**Description:** Design and install a new gate on 4<sup>th</sup> St NE to allow Wastewater Treatment Plant access only across BNSF property.

**Justification:** BNSF is widening the current line from one to multiple tracks for Calumet Operations and closing public access to the south side of BNSF property.

**Scope:** New gate designed and installed to allow plant staff and approved visitors access to the Wastewater Treatment Plant.

**Added to CIP:** N/A, Project wasn't planned.

**CIP Timeline:** Timeline will depend on removal of a prioritized project from CIP to allocate funding.

**Cost:**

- CIP programmed cost/FY: \$/FY26
- Professional service agreement with AE2S \$128k
- Awarded Cost: \$TBD
- Final Cost: TBD

**Funding Source(s):** Sewer Enterprise Fund

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

**Planned Construction CY:** Winter 2025/Spring 2026

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

- Design Method: Consultant
- Contractor: TBD

**Map & Site Pictures:**



*Figure 1: Location Aerial*

**PROJECT SUMMARY SHEET:**  
**Waste Water Treatment Plant Access Gate, O.F. 1846.0**  
**FY 2025 Capital Improvement Plan**  
**Current as of: July 17, 2025**



*Figure 2: Existing BNSF Property*



*Figure 3: Existing Single Crossing*





Commission Meeting Date: August 5, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Final Payment: 33<sup>rd</sup> St Water Storage Tank Rehabilitation: O. F. 1794.1

**From:** Engineering Division

**Initiated By:** Public Works Department

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

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

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Final Payment of \$139,765.95 for the 33<sup>rd</sup> Street Water Storage Tank. This is comprised of \$138,368.29 to DN Tanks and \$1,397.66 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents.”

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

---

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

**Summary:**

The City Commission awarded the contract to DN Tanks on April 16, 2024. Substantial completion was achieved on June 17, 2025, and DN Tanks has completed all work and punch list items. This project rehabilitated the 80-year-old 33<sup>rd</sup> Street Water Storage Tank, extending the life of the tank and enabling it to provide water to the core part of Great Falls.

**Background:**

This type of water storage tank typically has a useable life of approximately 100 years. During the annual inspection, the dive crew noted cracking on the inner wall and excessive water leaking out of the tank. The City retained Burns and McDonnell Engineering Company, Inc. to complete an evaluation of the tank.

**Significant Impacts:**

The 33<sup>rd</sup> St Water Storage Tank was constructed in the mid 1940s. It is one of two water tanks on the main zone that serves 2/3 of the City. It stores 4.75 million gallons of water, which is 50 percent of the City's total water storage capacity. The tank was offline during this project. Water was supplied from Hill 57 and Ella tanks.

**Workload Impacts:**

Design phase engineering and plans and specifications were completed by Advanced Engineering and Environmental Services (AE2S). AE2S provided construction phase engineering services and project inspection.

**Purpose:**

This project extended the useable life of the 33<sup>rd</sup> St Water Storage Tank by at least 10 years and decreased both the amount of water lost through leaks and any infiltration into the tank foundation.

**Project Work Scope:**

See attachment 2.

**Final Payment:**

The final project cost is \$2,795,319.05, which is \$145,000.00 less than the total contract amount. The lower final contract amount was the result of better-than-expected existing conditions, which resulted in less structural repairs needed, and also great communication between the contractor and the City representatives.

**Conclusion:**

City staff recommends making the final payment of \$139,765.95. This is comprised of \$138,368.29 to DN Tanks and \$1,397.66 to the State Miscellaneous Tax Fund. City staff verified that DN Tanks has completed all work and punch list items in accordance with the plans and the contract. The two-year warranty period started at the time of substantial completion, which was June 17, 2025.

**Fiscal Impact:**

Funding for this project is through the Water Enterprise Fund.

**Alternatives:**

The City Commission could vote to reject final pay and instruct City staff to provide the contractor with a written statement detailing the reason for the disapproval. Failure to provide a valid reason for disapproval could potentially result in the City of Great Falls violating the twenty-one-day prompt payment window specified in the agreement.

**Attachments:**

1. Final Pay Documents
2. Project Summary Sheet

|  |                                |   |
|--|--------------------------------|---|
| ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE         | Application Period: June-25    | Application Date: June 27, 2025         |
| To City of Great Falls (Owner):                      | From (Contractor): DN Tanks    | Via (Engineer): AE2S                    |
| Project: 33rd St Reservoir Rehabilitation, OF 1794.1 | Contract: General Construction |   |
| Owner's Contract No.: O.F. 1794.1                    | Contractor's Project No.:      | Engineer's Project No.: P05231-2023-005 |

## Application For Payment

### Change Order Summary


| Approved Change Orders         |           |            |
|--------------------------------|-----------|------------|
| Number                         | Additions | Deductions |
|                                |           |            |
|                                |           |            |
|                                |           |            |
|                                |           |            |
|                                |           |            |
|                                |           |            |
|                                |           |            |
|                                |           |            |
|                                |           |            |
| TOTALS                         |           |            |
| NET CHANGE BY<br>CHANGE ORDERS |           |            |

### Contractor's Certification

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

CONTRACTOR: DN Tanks  
410 E Trinity Blvd  
Grand Prairie, TX 75050

Grand Prairie, TX 75050

By:  Date: 07-012025

State of: Texas

County of: Dallas

Subscribed and sworn to before me this 1st day of July 2025

Notary Public:

My Commission Expires: 09/18/27

- |  |    |                |
|--|----|----------------|
| 1. ORIGINAL CONTRACT PRICE.....  | \$ | \$2,941,050.00 |
| 2. Net change by Change Orders.....  | \$ |                |
| 3. Current Contract Price (Line 1 + 2).....  | \$ | \$2,940,319.05 |
| 4. TOTAL COMPLETED AND STORED TO DATE<br>(Column F on Progress Estimate).....      | \$ | \$2,795,319.05 |
| 5. RETAINAGE:  |    |                |
| a. 0%                      X      \$2,795,319.05    Work Completed.....            | \$ |                |
| b. 5%                      X                                  Stored Material..... | \$ |                |
| c. Total Retainage (Line 5a + Line 5b).....  | \$ |                |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....                                 | \$ | \$2,795,319.05 |
| 7a. LESS PREVIOUS PAYMENTS TO CONTRACTOR.....                                      | \$ | \$2,655,553.10 |
| 7b. LESS PREVIOUS PAYMENTS TO MT DEPT OF REVENUE.....                              | \$ |                |
| 8. AMOUNT DUE THIS APPLICATION (Line 6 - Lines 7a and b).....                      | \$ | \$139,765.95   |
| 9. AMOUNT DUE TO MT DEPT OF REVENUE GROSS TAX (1% of Line 8).....                  | \$ | \$1,397.66     |
| 10. AMOUNT DUE TO CONTRACTOR (Line 8 - Line 9).....                                | \$ | \$138,368.29   |
| 11. BALANCE TO FINISH, PLUS RETAINAGE<br>(Line 3 - Line 6)).....                   | \$ |                |

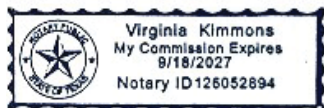
Payment of: \$ 139,765.95  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ 7/1/2025  
(Engineer) (Date)

Payment of: \$ 139,765.95  
(Line 8 or other - attach explanation of the other amount)

is approved by: Amanda Brownlee (Owner) (Date) \_\_\_\_\_

Approved by: N/A   
Funding Agency (if applicable) (Date)



Application and Certificate For Payment -- page 2

To Owner:City of Great Falls

From (Contractor):DN Tanks LLC

Project:33rd Street Reservoir Rehabilitation O.F. 1794.1

Application No:9

Contractor's Job Number:2024-028

Architect's Project No:

Date: 06/30/25

Period To: 06/30/25

| Item Number       | Description                          | Scheduled Value | Work Completed       |             | Materials Presently Stored | Completed and Stored to Date | %      | Balance to Finish | Retention | Memo                             |
|-------------------|--------------------------------------|-----------------|----------------------|-------------|----------------------------|------------------------------|--------|-------------------|-----------|----------------------------------|
|                   |                                      |                 | Previous Application | This Period |                            |                              |        |                   |           |                                  |
| 1100              | Mobilization                         | 287,500.00      | 287,500.00           | 0.00        | 0.00                       | 287,500.00                   | 100.00 | 0.00              | 0.00      |                                  |
| 2100              | Interior CoatingRemoval/Surface Prep | 968,600.00      | 968,600.00           | 0.00        | 0.00                       | 968,600.00                   | 100.00 | 0.00              | 0.00      |                                  |
| 2500              | Interior Lining Installation         | 691,300.00      | 691,300.00           | 0.00        | 0.00                       | 691,300.00                   | 100.00 | 0.00              | 0.00      |                                  |
| 3100              | Tank DisinfectionWatertight Test     | 366,200.00      | 366,200.00           | 0.00        | 0.00                       | 366,200.00                   | 100.00 | 0.00              | 0.00      |                                  |
| 3300              | Exterior Concrete Repair             | 90,000.00       | 45,000.00            | 0.00        | 0.00                       | 45,000.00                    | 100.00 | 0.00              | 0.00      | Work Completed, Balance Deducted |
| 3500              | Exterior Coating Installation        | 150,700.00      | 150,700.00           | 0.00        | 0.00                       | 150,700.00                   | 100.00 | 0.00              | 0.00      |                                  |
| 5100              | Access & Safety Improvements         | 246,500.00      | 246,500.00           | 0.00        | 0.00                       | 246,500.00                   | 100.00 | 0.00              | 0.00      |                                  |
| 6100              | Site Restore & Sodding               | 40,250.00       | 40,250.00            | 0.00        | 0.00                       | 40,250.00                    | 100.00 | 0.00              | 0.00      |                                  |
| 7100              | Miscellaneous Work                   | 100,000.00      | 0.00                 | 0.00        | 0.00                       | 0.00                         | 0.00   | 0.00              | 0.00      | Work Completed, Balance Deducted |
| 9000              | CO1- DeductPlatt Electric Invoice    | -730.95         | -730.95              | 0.00        | 0.00                       | -730.95                      | 100.00 | 0.00              | 0.00      |                                  |
| Application Total |                                      | 2,940,319.05    | 2,795,319.05         | 0.00        | 0.00                       | 2,795,319.05                 | 100.00 | 0.00              | 0.00      | Work Completed, Balance Deducted |



**PROJECT SUMMARY SHEET:**  
**33<sup>RD</sup> St Water Storage Tank Rehabilitation, O.F. 1794.1**  
**FY 2023/2024 Capital Improvement Plan**  
**Current as of: July 15, 2025**

**Description:** 33<sup>rd</sup> St Water Storage Tank is 80 years old, typical life span is 100 years. Supplies water to the core part of Great Falls, Downtown to Malmstrom, south of the River. The tank has a capacity of 4.75 million gallons.

**Justification:** The tank was evaluated by Burn and McDonnell Engineering Company, Inc. (2023) and was found to be leaking approximately 50 gallons/min as well as showing its age.

**Scope:** Repair and rehabilitate both the inside and outside of the tank. Inside rehabilitation includes patching any cracks and potentially lining the entire interior of the tank. Outside rehabilitation to include spot repairs.

**Added to CIP:** FY2024

**CIP Timeline:** Design was 6 months behind due to scope change. Bidding was still on schedule. Construction completion 1 month behind schedule due to slower than anticipated refilling rate.

**Cost:**

- Awarded Cost: Design \$336,365, Construction \$2,941,050.00
- Final Cost: Construction \$2,795,319.05

**Funding Source(s):** Water Plant Other Repair and Maintenance Funds

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

**Planned Construction CY:** Fall/Winter 2024

**Current Project Stage (Estimated Completion Date):** Planning (Fall 2023), Design (Fall/Winter 2023), Bid (March 20, 2024), Construction (Fall/Winter 2024), Warranty (June 17, 2027)

- Design Method: Consultant (AE2S)
- Contractor: DN Tanks

**Map & Site Pictures:**



*Figure 1 Foundation drain, approximately 50 gpm*

**PROJECT SUMMARY SHEET:**  
**33<sup>RD</sup> St Water Storage Tank Rehabilitation, O.F. 1794.1**  
**FY 2023/2024 Capital Improvement Plan**  
**Current as of: July 15, 2025**



*Figure 2 Cracks and flaking inside of tank*



*Figure 3 Project Location*

**PROJECT SUMMARY SHEET:**  
**33<sup>RD</sup> St Water Storage Tank Rehabilitation, O.F. 1794.1**  
**FY 2023/2024 Capital Improvement Plan**  
**Current as of: July 15, 2025**



*Figure 4 Inside of tank during cleaning*



**PROJECT SUMMARY SHEET:**  
**33<sup>RD</sup> St Water Storage Tank Rehabilitation, O.F. 1794.1**  
**FY 2023/2024 Capital Improvement Plan**  
**Current as of: July 15, 2025**



*Figure 5 Inside of tank with the liner installed*

**PROJECT SUMMARY SHEET:**  
**33<sup>RD</sup> St Water Storage Tank Rehabilitation, O.F. 1794.1**  
**FY 2023/2024 Capital Improvement Plan**  
**Current as of: July 15, 2025**



*Figure 6 Outside of tank before the walls were painted after the dome was painted*

**PROJECT SUMMARY SHEET:**  
**33<sup>RD</sup> St Water Storage Tank Rehabilitation, O.F. 1794.1**  
**FY 2023/2024 Capital Improvement Plan**  
**Current as of: July 15, 2025**



*Figure 7 Outside of tank after all outside work was completed*





Commission Meeting Date: August 5, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Construction Contract: Giant Springs Road Slide Repair, O. F. 1789.0

**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 \$212,720.00 to Montana Materials & Construction, for the Giant Springs Road Slide Repair project, and authorize the City Manager to execute the necessary documents.”

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 project will repair and mitigate the sloughing slope along Giant Springs Road near the Rivers Edge Trail, caused by the oversaturation of the toe of the slope. The existing road embankment is sloughing, generating a potential future hazard to the public if left uncorrected. There is a significant risk that the current slide area, if left unaddressed in the years to come, will expand enough to damage Giant Springs Road and the Rivers Edge Trail. City staff and Terracon Inc. consultants observed a small shallow failure on the down slope side (west, towards the river) of the road corridor.

**Background:**

Citizen Participation:

Giant Springs Road will remain open with no more than one lane closed for short periods of time.

Workload Impacts:

Terracon Inc. completed design phase engineering, including plans and specifications. Terracon Inc. staff will also provide construction phase engineering services and project inspection. Engineering staff will continue to provide project oversight, review project progress, and pay project invoices.

Purpose:

This project will repair existing slope sloughing and mitigate future slope failures in the area. It will shift

the drainage of the area to direct surface water down to the drainage basin, limiting ground saturation and preventing undercutting of the embankment and oversaturation of the toe slope.

**Project Work Scope:**

See attachment 2.

**Evaluation and Selection Process:**

The specifications were advertised two times in the Great Falls Tribune. The project was also advertised on the City of Great Falls website. 3 bids were received on July 16, 2025, from Central, Heating and Plumbing; Montana Materials & Construction; and Shumaker Trucking and Excavating Contractors, Inc. The bids received were \$244,400.00, \$212,720.00, and \$257,792.50, respectively. Montana Materials & Construction submitted the low bid of \$212,720.00 and executed all of the necessary documents. Montana Materials & Construction was formally known as MRTE, which has a long history of successfully completing construction projects for the City of Great Falls.

**Conclusion:**

The project was selected to stop current damage and mitigate potential future damage to the Rivers Edge Trail and Giant Springs Road caused by the sloughing of the embankment.

**Fiscal Impact:**

Street Assessment Funds have been programmed and budgeted for this project. Attachment 1 summarizes each bid that was received.

**Alternatives:**

The City Commission could vote to deny the award of the construction contract and re-bid or cancel the project. This action would result in delaying the project and could lead to continued sloughing of the embankment and continued damage to the Rivers Edge Trail and potential future damage to Giant Springs Road.

**Attachments/Exhibits:**

1. Bid tabulation
2. Project Summary Sheet



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

BID TABULATION SUMMARY  
OF 1789.0 GIANT SPRINGS ROAD SLIDE REPAIR

BIDS TAKEN AT CIVIC CENTER  
DATE: 16-JUL-25  
TABULATED BY: JANNAELLE HOILAND

|    | NAME & ADDRESS OF BIDDER  | ACKNOWLEDGE ADD. #1 | ACKNOWLEDGE ADD. #2 | 10% BID SECURITY | CERTIFICATE OF NON-SEGREGATED FACILITIES | CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ. | TOTAL BID    |
|----|---|---------------------|---------------------|------------------|--|---|--------------|
| 1  | MONTANA MATERIALS 501 CENTENNIAL AVE BUTTE, MT 59701                        | X                   | X                   | X                | X  | X   | \$212,720.00 |
| 2  | CENTRAL PLUMBING HEATING & EXCAVATION 3701 RIVER DR N GREAT FALLS, MT 59405 | X                   | X                   | X                | X  | X   | \$244,400.00 |
| 3  | SHUMAKER 3501 OLD HAVRE HWY GREAT FALLS, MT 59404                           | X                   | X                   | X                | X  | X   | \$257,792.50 |
| 4  |   |                     |                     |                  |  |   |              |
| 5  |   |                     |                     |                  |  |   |              |
| 6  |   |                     |                     |                  |  |   |              |
| 7  |   |                     |                     |                  |  |   |              |
| 8  |   |                     |                     |                  |  |   |              |
| 9  |   |                     |                     |                  |  |   |              |
| 10 |   |                     |                     |                  |  |   |              |

**PROJECT SUMMARY SHEET:**  
**Giant Springs Road Slide Repair, O.F. 1789.0**  
**FY 2024 Capital Improvement Plan**  
**Current as of: July 17, 2025**

**Description:** Mitigate road embankment slope failure along Giant Springs Rd overlooking Rivers Edge Trail.

**Justification:** Existing road embankment is sloughing, generating a potential hazard to the public. Significant risk that current slide area will expand enough to damage Giant Springs Rd. City Staff and Terracon Consultants observed a shallow failure on down slope (west, towards river) side of the section.

**Scope:** Geotechnical investigation of slide area; implementing recommended repairs to active slide area along Giant Springs Road. Repair alternatives include correcting drainage issues, re-grading slope to flatter slope condition or installing rip-rap shear buttress keyed into bedrock at embankment toe (bottom edge of embankment).

**Added to CIP:** 2<sup>nd</sup> half FY2022

**CIP Timeline:** Approximately 12-months behind due to contract negotiations and permitting process.

**Cost:**

- Consultant Fees: \$167,745 (2 PSA contracts, November 2022, March 2024, 1 amendment January 2025)
- Awarded Cost: TBD
- Final Cost: TBD

**Funding Source(s):** Streets (\$232,356) / BaRSAA (\$267,644)

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

**Planned Construction CY:** Summer 2025

**Current Project Stage (Estimated Completion Date):** Design (Summer 2024-Winter 2024), Construction (Summer/Fall 2025).

- Design Method: Consultant – Terracon Inc.
- Contractor: TBD

**Site Pictures & Map:**



Fault/Separation Line in Soil

**PROJECT SUMMARY SHEET:**  
**Giant Springs Road Slide Repair, O.F. 1789.0**  
**FY 2024 Capital Improvement Plan**  
**Current as of: July 17, 2025**





Commission Meeting Date: August 5, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Approval of a Community Development Block Grant (CDBG) Funding Agreement for the Montana Legal Services Association-Montana Housing Justice CDBG Project.

**From:** Finance Department

**Initiated By:** Finance Department

**Presented By:** Sylvia Tarman, CDBG Administrator

**Action Requested:** Approval of the CDBG Funding Agreement in the amount of \$24,000.00 to the Montana Legal Services Association.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the CDBG Funding Agreement in the amount of \$24,000.00 to the Montana Legal Services Association for the Montana Housing Justice CDBG Project.”

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

**Staff Recommendation:** Staff recommends approval of the requested CDBG Funding Agreement for an amount of \$24,000.00 to the Montana Legal Services Association for the Montana Housing Justice CDBG Project.

**Summary:** The Montana Legal Services Association (MLSA) has requested CDBG funding to support legal service for their Montana Housing Justice Project. MLSA proposes to provide legal service to 15 low-moderate income individuals or families, who are experiencing housing-related legal problems. MLSA submitted a CDBG application, which was reviewed and approved by the CDBG Review Committee.

MLSA operates as a statewide nonprofit law firm that provides free civil legal aid to low-income Montanans. Operating expenses for MLSA are provided from numerous grants from Federal and State programs, and the requested funding will help increase the operational capacity in Great Falls specifically. MLSA has the capacity to collect and track the income status of individual clients and will collect status updates and outcomes from their contracted attorneys.

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

**Fiscal Impact:** This project will be funded with Program Year 2024 CDBG funds.

**Concurrences:** Staff from Finance and the CDBG committee have reviewed this proposal, and recommend approval.

**Attachments/Exhibits:**

2024/2025 Community Development Block Grant Agreement by and Between the City of Great Falls, Montana and the Montana Legal Services Association.

**CITY OF GREAT FALLS**  
**2024/2025 Community Development Block Grant Agreement**  
**BY AND BETWEEN**  
**THE CITY OF GREAT FALLS, MONTANA, AND MONTANA LEGAL SERVICES**  
**ASSOCIATION**

**Montana Legal Services Association**, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Finance Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this **5<sup>th</sup> day of August, 2025** .

**SECTION 1 – PROJECT DESCRIPTION**

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

- A. The Grantee has been awarded as a subrecipient of the City to receive United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in the amount of **\$24,000.00** .
- B. Personnel assigned to scope of work includes: **Alison Paul, Executive Director**  
Contact Information: **apaul@mtlsa.org**
- C. The project scope will include **legal support services for 15 LMI individuals and families that need housing and eviction service**. The project will be implemented during the time period of **August 15, 2025 to August 15, 2026**.
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to **August 15, 2026**. Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by **July 1, 2026**. Refer to *24 CFR 570.503* regarding Scope of Work, Time of Performance, and budget documentation.

**NATIONAL OBJECTIVE**

The CDBG national objective most pertinent to the proposed project is **to provide a suitable living environment for low and moderate income individuals on an individual basis**.

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

The project will address the national objective by **providing a suitable living environment via availability/accessability to decent affordable housing**.

## **SECTION 2 – GENERAL CONDITIONS**

### **A. GENERAL COMPLIANCE:**

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

### **B. INDEMNIFICATION:**

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

### **C. SUSPENSION/TERMINATION/REIMBURSEMENT:**

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

#### **1. 2 CFR 200.338 Remedies for Noncompliance**

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



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

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

- c. When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in § 200.343 Closeout and § 200.344 Post-closeout adjustments and continuing responsibilities.
- D. REVERSION OF ASSETS:
1. Upon final payment by the City, the Grantee agrees that any unspent funds shall no longer be obligated by the City to the Grantee.
  2. The Grantee agrees to the following:
    - a. It will strive to deliver the kinds of services to the types of beneficiaries that will enable it to always meet at least one of the national objectives of the CDBG program referred to in *24 CFR 570.208*. This stipulation is in effect for five years from the date of issuance of the final payment by the City for this activity;
    - b. If at any time during these five years the Grantee is no longer conducting a program or programs that are CDBG eligible, the Grantee agrees to return all furnishings, equipment, or personal property that was paid for by CDBG funds, or reimburse the City in the amount that is equal to the value;
    - c. This agreement shall comply with the requirements specified in *24 CFR 570.503(b)(7)*; and
    - d. If any furnishings, equipment or personal property (under the above the criteria) are no longer in control or possession of the Grantee, said Grantee agrees to reimburse the City in the amount that is equal to the furnishing, equipment, or personal property value at the time of the purchase, and that the City may use any legal means necessary to obtain restitution for these items from the Grantee.
- E. TERM OF THE AGREEMENT:
1. The term of this Agreement with the exception of Section 2-D above shall expire when the final payment is made or on **September 30, 2026**, whichever is later.
  2. The term of the Agreement pertaining to Section 2-D shall expire only when the applicable criteria are met by the Grantee and accepted by the City.
- F. PUBLICATIONS:

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

### **SECTION 3 – ADMINISTRATION REQUIREMENTS**

#### **A. FINANCIAL MANAGEMENT:**

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

#### **B. DOCUMENTATION AND RECORD-KEEPING:**

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

2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of five (5) years after the termination of all activities funded under this Agreement.
3. The Grantee shall maintain grant beneficiary information, as requested by the City which will include client eligibility for services, and client ethnicity. The Grantee agrees to provide the City all non-duplicated information required. This report is due, upon request of funds or, if not applicable, on or before **August 15<sup>th</sup>, 2026**, and will cover the period from **August 15<sup>th</sup>, 2025** through **August 15<sup>th</sup>, 2026** unless otherwise specified by the City.
4. The Grantee understands that certain client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and other personal information shall be kept under lock and key by the Grantee.
5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall confirm with the "changes in use" restrictions specified in *24 CFR Parts 570.503 (b)(7)*, as applicable.
6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or HUD, at any time during normal business hours, as often as the City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after the Audit Report. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
7. At the City's discretion, the City may monitor the Grantee on-site to review all Grantee records with respect to any matters covered by this Agreement. A fifteen (15) day notice of an on-site monitoring will be provided and in accordance with 24 CFR 570 Part 570.502(b)(vii). On-site monitoring of the Grantee will be conducted less frequently than quarterly and more frequently than annually.
8. Under the conditions of 24 CFR 570.508, public access to program records shall be provided to citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality, notwithstanding 2 CFR 200.337.

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income

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

2. Payment Procedures

The City will pay to the Grantee/Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget, and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee. Final invoices must be received by City no later than 15 days after the end of the contract to be eligible for payment, unless an extension is given by the City. Grantees shall obligate the funds (ie. execute a contract to complete the project) within **90 days** of executed agreement, and submit a draw request for payment within **180 days** of executed agreement. The City reserves the right to rescind the award if these milestones are not met.

3. Progress Reports

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

D. PROCUREMENT:

1. Federal Standards

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

2. Compliance

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

E. OTHER PROGRAM REQUIREMENTS:

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

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

- (6) 570.605, National Flood Insurance Program;
- (7) 570.606, Displacement, Relocation, Acquisition, and Replacement of Housing;
- (8) 570.607, Employment and Contracting Opportunities;
- (9) 570.608, Lead-Based Paint;
- (10) 570.609, Use of Debarred, Suspended or Ineligible Contractors or Subrecipients;
- (11) 570.610, Uniform Administrative Requirements and Cost Principles;
- (12) 570.611, Conflict of Interest;
- (13) 570.612, Executive Order 12372; and
- (14) 570.613, Eligibility Restrictions for Certain Resident Aliens;
- (15) 570.614, Architectural Barriers Act and the Americans with Disabilities Act; and except that:
  - (i) The Grantee does not assume the City's environmental responsibilities described in 570.604; and
  - (ii) The Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

#### SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

##### A. CIVIL RIGHTS :

###### 1. Compliance

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

###### 2. Nondiscrimination

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

##### B. AFFIRMATIVE ACTION:

###### 1. W/MBE

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

###### 2. Access to Records

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

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

3. EEO Statement

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

4. Subcontract Provisions

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

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards

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

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

2. Section 3 Clause

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

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

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

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



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

D. CONDUCT:

1. Assignability

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

2. Subcontracts

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

a. The City will monitor all subcontracted services to assure contract compliance.

b. The Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. The Grantee shall undertake procedures to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of contracts and subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Conflict of Interest

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

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

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

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

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

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

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

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

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

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

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

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

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

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

4. Religious Organization

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

5. Political Activities and Lobbying

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

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

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

APPROVED BY: THE CITY OF GREAT FALLS:

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

DATE: \_\_\_\_\_

ATTEST:  
(Seal of the City)

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

APPROVED FOR LEGAL CONTENT:

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

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

APPROVED BY: **Montana Legal Services Association**

\_\_\_\_\_  
**Alison Paul, Executive Director**



Commission Meeting Date: August 5, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Approval of a Community Development Block Grant (CDBG) Funding Agreement for the Spark! Children’s Museum “Spark Inclusion” CDBG Project.

**From:** Finance Department

**Initiated By:** Finance Department

**Presented By:** Sylvia Tarman, CDBG Administrator

**Action Requested:** Approval of the CDBG Funding Agreement in the amount of \$111,077.00 to the Spark! Children’s Museum of Montana.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the CDBG Funding Agreement in the amount of \$111,077.00 to the Spark! Children’s Museum of Montana for the “Spark Inclusion” CDBG Project.”

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

**Staff Recommendation:** Staff recommends approval of the requested CDBG Funding Agreement for an amount of \$111,077.00 to the Spark! Children’s Museum of Montana for the “Spark Inclusion” CDBG Project.

**Summary:** The Spark! Children’s Museum of Montana (Spark!) has requested CDBG funding to support installation of ADA accessible features in the new location for the Children’s Museum of Montana, located at 201 2<sup>nd</sup> Ave S. Spark! submitted a CDBG application, which was reviewed and approved by the CDBG Review Committee.

Spark! has requested CDBG funds to complete their “Spark Inclusion” Project. The project includes design, permitting, and construction oversight from Cushing Terrell; as well as installation of two exterior ADA ramps, one interior ADA ramp, two electronic-assist doors/frames, and an ADA compliant front desk. ADA improvements are eligible for CDBG funding as it provides a suitable living environment for disabled community members, who qualify as low-to-moderate income persons according to HUD regulations.

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

**Fiscal Impact:** This project will be funded with Program Year 2024 CDBG funds.

**Concurrences:** Staff from Finance and the CDBG committee have reviewed this proposal, and recommend approval.

**Attachments/Exhibits:**

2024/2025 Community Development Block Grant Agreement by and Between the City of Great Falls, Montana and Spark! Children's Museum of Montana.

**CITY OF GREAT FALLS**  
**2024/2025 Community Development Block Grant Agreement**  
**BY AND BETWEEN**  
**THE CITY OF GREAT FALLS, MONTANA, AND SPARK! CHILDREN'S MUSEUM OF**  
**MONTANA**

**Spark! Children's Museum of Montana**, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Finance Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this **5<sup>th</sup> day of August, 2025**.

**SECTION 1 – PROJECT DESCRIPTION**

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

- A. The Grantee has been awarded as a subrecipient of the City to receive United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in the amount of **\$111,077.00**.
- B. Personnel assigned to scope of work includes: **Sarah Lautenschlager, President**  
Contact Information: **sparkcmomt@gmail.com**
- C. The project scope will include **ADA improvement consisting of installation of two exterior ramps, one interior ramp, two electronic-assist doors, and an ADA accessible front desk**. The project will be implemented during the time period of **August 2025 to December 2025**.
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to **May 31, 2026**. Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by **May 1, 2026**. Refer to *24 CFR 570.503* regarding Scope of Work, Time of Performance, and budget documentation.

**NATIONAL OBJECTIVE**

The CDBG national objective most pertinent to the proposed project is **to provide a suitable living environment for low and moderate income individuals on a limited clientele basis**.

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

The project will address the national objective by **providing a suitable living environment via availability/accessability to public facilities**.



## **SECTION 2 – GENERAL CONDITIONS**

### **A. GENERAL COMPLIANCE:**

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

### **B. INDEMNIFICATION:**

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

### **C. SUSPENSION/TERMINATION/REIMBURSEMENT:**

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

#### **1. 2 CFR 200.338 Remedies for Noncompliance**

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

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

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

- c. When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in § 200.343 Closeout and § 200.344 Post-closeout adjustments and continuing responsibilities.

D. REVERSION OF ASSETS:

- 1. Upon final payment by the City, the Grantee agrees that any unspent funds shall no longer be obligated by the City to the Grantee.
- 2. The Grantee agrees to the following:
  - a. It will strive to deliver the kinds of services to the types of beneficiaries that will enable it to always meet at least one of the national objectives of the CDBG program referred to in *24 CFR 570.208*. This stipulation is in effect for five years from the date of issuance of the final payment by the City for this activity;
  - b. If at any time during these five years the Grantee is no longer conducting a program or programs that are CDBG eligible, the Grantee agrees to return all furnishings, equipment, or personal property that was paid for by CDBG funds, or reimburse the City in the amount that is equal to the value;
  - c. This agreement shall comply with the requirements specified in *24 CFR 570.503(b)(7)*; and
  - d. If any furnishings, equipment or personal property (under the above the criteria) are no longer in control or possession of the Grantee, said Grantee agrees to reimburse the City in the amount that is equal to the furnishing, equipment, or personal property value at the time of the purchase, and that the City may use any legal means necessary to obtain restitution for these items from the Grantee.

E. TERM OF THE AGREEMENT:

- 1. The term of this Agreement with the exception of Section 2-D above shall expire when the final payment is made or on **May 31, 2026**, whichever is later.
- 2. The term of the Agreement pertaining to Section 2-D shall expire only when the applicable criteria are met by the Grantee and accepted by the City.

F. PUBLICATIONS:

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

### **SECTION 3 – ADMINISTRATION REQUIREMENTS**

#### **A. FINANCIAL MANAGEMENT:**

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

#### **B. DOCUMENTATION AND RECORD-KEEPING:**

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

2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of five (5) years after the termination of all activities funded under this Agreement.
3. The Grantee shall maintain grant beneficiary information, as requested by the City which will include client eligibility for services, and client ethnicity. The Grantee agrees to provide the City all non-duplicated information required. This report is due, upon request of funds or, if not applicable, on or before **May 31<sup>st</sup>, 2026**, and will cover the period from **August 15<sup>th</sup>, 2025** through **May 31<sup>st</sup>, 2026** unless otherwise specified by the City.
4. The Grantee understands that certain client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and other personal information shall be kept under lock and key by the Grantee.
5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall confirm with the "changes in use" restrictions specified in *24 CFR Parts 570.503 (b)(7)*, as applicable.
6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or HUD, at any time during normal business hours, as often as the City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after the Audit Report. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
7. At the City's discretion, the City may monitor the Grantee on-site to review all Grantee records with respect to any matters covered by this Agreement. A fifteen (15) day notice of an on-site monitoring will be provided and in accordance with 24 CFR 570 Part 570.502(b)(vii). On-site monitoring of the Grantee will be conducted less frequently than quarterly and more frequently than annually.
8. Under the conditions of 24 CFR 570.508, public access to program records shall be provided to citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality, notwithstanding 2 CFR 200.337.

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income

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

2. Payment Procedures

The City will pay to the Grantee/Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget, and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee. Final invoices must be received by City no later than 15 days after the end of the contract to be eligible for payment, unless an extension is given by the City. Grantees shall obligate the funds (ie. execute a contract to complete the project) within **90 days** of executed agreement, and submit a draw request for payment within **180 days** of executed agreement. The City reserves the right to rescind the award if these milestones are not met.

3. Progress Reports

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

D. PROCUREMENT:

1. Federal Standards

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

2. Compliance

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

E. OTHER PROGRAM REQUIREMENTS:

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

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

- (6) 570.605, National Flood Insurance Program;
- (7) 570.606, Displacement, Relocation, Acquisition, and Replacement of Housing;
- (8) 570.607, Employment and Contracting Opportunities;
- (9) 570.608, Lead-Based Paint;
- (10) 570.609, Use of Debarred, Suspended or Ineligible Contractors or Subrecipients;
- (11) 570.610, Uniform Administrative Requirements and Cost Principles;
- (12) 570.611, Conflict of Interest;
- (13) 570.612, Executive Order 12372; and
- (14) 570.613, Eligibility Restrictions for Certain Resident Aliens;
- (15) 570.614, Architectural Barriers Act and the Americans with Disabilities Act; and except that:
  - (i) The Grantee does not assume the City's environmental responsibilities described in 570.604; and
  - (ii) The Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

#### SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

##### A. CIVIL RIGHTS :

- 1. Compliance  
Grantee will comply with Federal requirements set forth in 24 CFR Part 5, subpart A which includes nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended, or ineligible contractors; and drug-free workplace.
- 2. Nondiscrimination  
The Grantee will not discriminate against any employee or applicant for employment, because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination.

##### B. AFFIRMATIVE ACTION:

- 1. W/MBE  
The Grantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract.
- 2. Access to Records  
The Grantee shall furnish and cause each of its own subrecipients or subcontractors, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or



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

3. EEO Statement

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

4. Subcontract Provisions

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

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards

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

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

2. Section 3 Clause

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

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

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

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

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

D. CONDUCT:

1. Assignability

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

2. Subcontracts

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

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

3. Conflict of Interest

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

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

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

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

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

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

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

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

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

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

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

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

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

4. Religious Organization

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

5. Political Activities and Lobbying

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

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

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

APPROVED BY: THE CITY OF GREAT FALLS:

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

DATE: \_\_\_\_\_

ATTEST:  
(Seal of the City)

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

APPROVED FOR LEGAL CONTENT:

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

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

APPROVED BY: **Spark! Children's Museum of Montana**

\_\_\_\_\_  
**Sarah Lautenschlager, President of Board of Directors**



Commission Meeting Date: August 5, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Public Hearing on Resolution 10580 – Intent to Increase Property Tax

**From:** Gregory T. Doyon, City Manager

**Initiated By:** Statutory Budget Requirements

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

**Action Requested:** Conduct Public Hearing on Resolution 10580 – Intent to Increase Property Tax

**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 10580 – Intent to Increase Property Tax.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

**Staff Recommendation:** Staff recommends the City Commission conduct the public budget hearing on the intent to increase property taxes and adopt Resolution 10580.

**Background:** Prior to the adoption of the City’s annual budget the City is required to hold public hearings on 1) the intent to increase revenue from property taxation, and 2) the proposed annual budget.

The City of Great Falls has a limited ability to increase property tax revenue because of a statewide property tax cap. Under Section 15-10-420, MCA, the City is authorized to increase property tax revenue by “one-half of the average rate of inflation for the prior 3 years.”

The City utilized the full inflationary factor including carryover mills in Fiscal Year 2024, as well as the full inflationary factor in Fiscal Year 2025. For Fiscal Year 2026 (Tax Year 2025), as provided by the Montana Department of Administration, the allowable inflationary adjustment is 2.11%. This amounts to \$448,822 of additional revenue for the General Fund.



Sections 15-10-420 and 2-9-212(2)(a), MCA, also allow property tax levy increases for premium contributions for group benefits. The City is proposing to not increase the property tax levy for health insurance premiums from the FY2025 amount.

The total proposed property tax levy increase is 2.11%.

The hearing on Resolution 10580 is the Intent to Increase Property Tax, whereas additional action by the City Commission will be needed in the future to set the increased mill levy. This will occur after the City receives its certified taxable value from the Montana Department of Revenue.

**Fiscal Impact:** The fiscal impact of the proposed increase for inflation for a residential home with a taxable market value of \$100,000 would be approximately \$2.58 for Fiscal Year 2026. The total impact for a \$300,000 home would be \$7.74 and for a \$600,000 home it would be \$17.80. The fiscal impact of not authorizing the increase for inflation to the General Fund would result in a revenue shortfall of \$448,822 for the proposed budget.

| Taxable Market Value of a Residential Property | \$100,000 | \$300,000 | \$600,000 |
|--|-----------|-----------|-----------|
| Annual Inflationary Factor Increase            | \$2.58    | \$7.74    | \$17.80   |

**Alternatives:** If the hearing on Intent to Increase Property Taxes is not held and the resolution is not adopted, the General Fund would need to determine alternative revenues from non-property tax sources. Other options include reducing proposed expenditures by \$448,822 or using General Fund fund balance of \$448,822. To balance the General Fund, \$647,845 of the fund balance has already been used in FY2026. The General Fund balance is projected to be \$10,238,918 million (23.8% of expenditures) at the end of Fiscal Year 2026. The City of Great Falls fund balance policy set in the Annual Budget Resolution is a minimum of 22%.

**Attachments/Exhibits:**  
Resolution 10580

**RESOLUTION NO. 10580**  
**RESOLUTION OF INTENT TO INCREASE PROPERTY TAX**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026**

**WHEREAS,** Mont. Code Ann. § 2-9-212(2)(b) requires the City to hold a public hearing and subsequently adopt a resolution of its intent to increase property tax revenue, prior to budgeting for any increase in property tax revenue from existing property; and

**WHEREAS,** Mont. Code Ann. §15-10-420(1)(a) allows the City to increase its annual property tax levy by "one-half of the average rate of inflation for the prior 3 years"; and

**WHEREAS,** Mont. Code Ann. § 15-10-420(1)(c) provides for the average rate of inflation to be calculated "using the consumer price index, U.S. City average, all urban consumers, using the 1982-1984 base of 100, as published by the Bureau of Labor Statistics of the United States Department of Labor"; and

**WHEREAS,** the applicable consumer price indexes had a three year average of 4.22% and an allowed tax levy increase of **2.11%** for Tax Year 2025; and

**WHEREAS,** Mont. Code Ann. § 2-9-212(2)(a) excludes a portion of a governmental entity's property tax levy for premium contributions for group benefits from the mill levy calculation limitation provided for in Mont. Code Ann. §15-10-420; and

**WHEREAS,** Mont. Code Ann. § 2-9-212(2)(a) allows additional mill levies for premium contributions for group benefits beyond the amount of contributions in effect; and

**WHEREAS,** the notice of public hearing on the City's intent to budget an increase in revenue from property taxation by **2.11%** was published in accordance with Mont. Code Ann. § 7-1-4127; and

**WHEREAS,** the hearing on the City's intent to budget an increase in revenue from property taxation was held in accordance with Mont. Code Ann. § 7-1-4131.

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

Intent to budget additional property tax revenue

The City Commission intends to budget the **2.11 percent** increase in property tax revenue allowed by Mont. Code Ann. §15-10-420.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, August 5, 2025.

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Cory Reeves, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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David Dennis, City Attorney



Commission Meeting Date: August 5, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Annual Budget Hearing on Resolution 10579 – Annual Budget Resolution

**From:** Gregory T. Doyon, City Manager

**Initiated By:** Statutory Budget Requirements

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

**Action Requested:** Conduct Annual Budget Hearing

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**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:  

“I move that the City Commission (adopt/deny) Resolution 10579 - Annual Budget Resolution.”
  2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
- 

**Staff Recommendation:** Staff recommends the City Commission conduct the budget hearing and adopt Resolution 10579.

**Background:** Prior to the adoption of the City’s annual budget, the City is required to hold public hearings on the proposed annual budget.

The City started the Fiscal Year 2026 budget process in January when the Commission met to develop Commission Priorities. While this Commission Retreat occurs before the formal start of the annual budget process, it is a critical element of budget development. From there, the City Departments developed their requested budgets, and the City Manager developed his proposed budget.

The final proposed budget for the General Fund was presented to the City Commission at a Commission Work Session on June 26, 2025. The final proposed budget in its entirety was presented at a Commission Work Session on July 1, 2025.

The proposed budget for FY2026 includes raising the full inflationary factor available. This amounts to a total of 2.11% or \$448,822. This is one-half the average rate of inflation over the prior 3 years. The proposed budget includes no increase to the Permissive Medical Levy from FY2025.

The City anticipates \$400,000 from newly taxable property, which will be known for certain after receipt of Certified Taxable Values from the DOR. The last major source of increased General Fund revenue is from the House Bill 124 Entitlement Share from the State of Montana. For FY2026, this amount increased by \$87,666.

In FY2024, the City saw uncollected taxes of approximately \$1,100,000 due to tax protests. In FY2025, this amount was approximately \$662,000. This similar amount is anticipated for FY2026. The settlement percentage for these protests is unpredictable and a resolve date is unknown.

The General Fund budget is presented using \$647,845 of fund balance to offset the budget deficit. The projected unreserved ending fund balance of the General Fund is 23.8%. The recommended minimum policy of the City is 22%.

Section 7-6-4024, MCA, requires that a hearing be held on the preliminary budget prior to its adoption. The budget must be approved and adopted by resolution by the later of the first Thursday after the first Tuesday in September or within 30 calendar days of receiving certified taxable values from the Montana Department of Revenue. The budget is not considered finalized until the setting of tax levies. The setting of the tax levies will be scheduled when the Montana Department of Revenue has certified taxable values for the City of Great Falls, usually in August.

**Fiscal Impact:** The fiscal impact of the proposed increase for inflation for a residential home with a taxable market value of \$100,000 would be approximately \$2.58 for Fiscal Year 2026. The total impact for a \$300,000 home would be \$7.74 and for a \$600,000 home it would be \$17.80.

| Taxable Market Value of a Residential Property | \$100,000 | \$300,000 | \$600,000 |
|--|-----------|-----------|-----------|
| Annual Inflationary Factor Increase            | \$2.58    | \$7.74    | \$17.80   |

**Alternatives:** If the hearing on the budget is not held, the City would not be able to adopt the Annual Budget Resolution required by state statute. The City could choose to not utilize the increase for the inflationary factor. Likewise, the City could reduce General Fund expenditures by \$448,822 or use undesignated fund balance.

**Concurrences:** The proposed Fiscal Year 2026 Budget was presented by the City Manager on June 26, 2025 and July 1, 2025 at Commission Work Sessions.

**Attachments/Exhibits:**

Resolution 10579

Resolution 10579 Appendix A

**RESOLUTION NO. 10579**  
**ANNUAL BUDGET RESOLUTION**  
**A RESOLUTION RELATING TO FINAL BUDGETS AND ANNUAL**  
**APPROPRIATIONS FOR THE FISCAL YEAR**  
**BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026**

**WHEREAS,** Montana Code Annotated (MCA), 7-6-4024, requires that the budget be approved and adopted by resolution by the later of the first Thursday after the first Tuesday in September or within 30 calendar days of receiving certified taxable values from the Department of Revenue, and

**WHEREAS,** the notice of hearing on preliminary budget was published in accordance with Section 7-1-4127, MCA, as required by Section 7-6-4021, MCA, and

**WHEREAS,** the hearing on preliminary budget from property taxes was held in accordance with Section 7-1-4131, MCA, and Section 7-6-4024, MCA, and,

**WHEREAS,** the Official City Code of the City of Great Falls, Title 2, Chapter 3, Section 2.3.040 states the Municipal Court Clerk salary set by Commission resolution, and,

**WHEREAS,** the Government Finance Officers Association recommends an unreserved fund balance in the General Fund of “no less than two months of regular general operating revenues or regular general fund operating expenditures”,

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

Section 1. - Legal Spending Limits

The legal spending limits of the City of Great Falls are established at the fund level. Appendix A establishes each fund’s level. (7-6-4030, MCA)

Section 2. - Implementation Authority

2.1 The City Manager is hereby delegated appropriation authority for the expenditure of funds from any or all of the following:

- a. debt service funds for obligations related to debt approved by the governing body;
- b. trust funds for obligations authorized by trust covenants;
- c. any fund for federal, state, local or private grants and shared revenue accepted and approved by the governing body;
- d. any fund for special assessments approved by the governing body;
- e. the proceeds from the sale of land;
- f. any fund for gifts or donations; and,
- g. money borrowed during the fiscal year. (7-6-4006, MCA)

- 2.2 The City Manager is hereby delegated authority to adjust appropriations funded by fees throughout the fiscal year in any or all of the following:
- a. proprietary fund appropriations (enterprise and internal service funds);
  - b. general fund for fee supported services;
  - c. information technology fund for fee supported mapping services;
  - d. natural resources fund for fee supported forestry services; and,
  - e. permits fund. (7-6-4012, MCA)
- 2.3 The authority to make transfers of appropriations between funds is retained by the City Commission.
- 2.4 The City Manager is hereby delegated the authority to make transfers or revisions within appropriations of any fund.
- 2.5 The City Manager may delegate to his department directors the authority to make transfers or revisions within or among appropriations of specific operations within a fund, limited to the division level of accountability.
- 2.6 Joint operating agreements approved by the governing body; insurance recoveries or dividends; hazardous material recoveries, and refunds or reimbursements of expenditures shall automatically amend the annual appropriations or reduce recorded expenditures whichever is correct in accordance with Generally Accepted Accounting Principles (GAAP).

### Section 3. - Appropriation Carryovers

Generally Accepted Accounting Principles (GAAP) require expenditures to be recognized in the fiscal year in which the goods or services are received.

- 3.1 Previous fiscal year appropriations for incomplete improvements in progress of construction, or segments thereof, are hereby declared authorized appropriations in addition to the appropriations set out in Appendix A., provided they meet the following criteria:
- a. related financing was provided in the prior fiscal year;
  - b. the appropriations were not obligated by year end;
  - c. the purpose was not included, or rejected, in current budget financing or appropriations; and,
  - d. the City Manager determines the appropriation is still needed.
- 3.2 Outstanding purchase orders and other obligations, representing a City obligation to pay the claim after receipt of the goods or services, are recognized as "claims incurred". They are hereby declared authorized "carryover" appropriations in addition to the appropriations set out in Appendix A., provided they meet the following criteria:
- a. related financing was provided in the prior fiscal year;
  - b. the appropriations were not otherwise obligated by year end;

- c. the purpose was not included, or rejected, in current budget financing or appropriations; and,
- d. the City Manager determines the appropriation is still needed.

#### Section 4. - Appropriated Reserves

Reserves which have been established for specific purposes, such as Equipment Revolving Scheduled (ERS) reserves, are hereby declared to be appropriations available for expenditure according to the reserve purpose. They shall be acknowledged as current appropriations upon the determination by the City Manager that they are currently needed to serve their intended purpose. Unexpended reserves shall be carried forward to meet future needs in accordance with their purpose.

#### Section 5. Contingency Account

- 5.1 Contingency account appropriations are provided by the City Commission as flexible appropriations. They are intended to provide the City Manager with an effective management tool for adjusting to changing circumstances throughout the budgetary year.
- 5.2 The City Manager is delegated the authority to transfer part or all of any contingency appropriation and related financing. Use of contingency appropriations is restricted to transfers of that appropriation authority to specific operating budgets. Proper classification of expenditures to specific operations is required. Accordingly, charging of expenditures directly to Contingency accounts is prohibited.
- 5.3 The Contingency appropriation is a two part authorization, determined on whether cash funding has been allocated in the General Fund during budget development:
  - a. General Fund financed; and,
  - b. Unfunded - a specific fund cash balance, additional revenue, or other funding source must be identified before the "unfunded" contingency appropriation may be used.

#### Section 6. - Classification and Pay Plan

- 6.1 The objective of the City's Classification and Pay Plan is to enable the City to retain, and when necessary, recruit competent employees. Therefore, the Plan must be a dynamic tool which is continuously updated.
- 6.2 The City Manager is authorized to administratively change the Classification and Pay Plan. Annual pay surveys, continual or periodic review of positions with changed duties or responsibilities, and additions to the classification plan of changed and new classes of work will assure that the Classification and Pay Plan remains current and equitably meets the needs of the City and its employees.



### Section 7. - Budgetary Authority

References to statutes, or to consistency with statutory authority, are for information purposes only. Nothing in this resolution shall be considered to mitigate or compromise the City's self-governing authority.

### Section 8. - Accounting Structure

Staff is hereby directed to establish and maintain City accounting structure in accordance with Generally Accepted Accounting Principles (GAAP). Statutes, ordinances, resolutions or other authoritative sources shall be implemented according to their intent and GAAP. Staff shall provide for conformance with the Commission's limits for financing and appropriation under authorized budgets whenever making proper modifications to accounting structure.

### Section 9. – Municipal Court Clerk Salary

The City Manager is authorized to administratively set the salary of the Municipal Court Clerk using the following salary range:

Municipal Court Clerk            \$61,796 to \$83,607

### Section 10. – Fund Balance

As permitted by Mont. Code Ann. § 7-6-4034, the General Fund unreserved fund balance shall be considered adequate at 22% of annual appropriations. All other tax levy supported funds shall be considered adequate at 17% of annual appropriations. An unreserved fund balance for other operating funds of the City shall be considered adequate at a range of 8% to 17% of annual appropriations for seasonal operations, and 8% to 17% of annual appropriations for all other operating funds.

Such unreserved fund balances shall be used to meet extended revenue cycles, meet short term economic difficulties, respond to unique opportunities, provide for one-time expenditures, and respond to emergency and disaster situations. The balances should not be available to meet recurring operating expenses.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,  
August 5, 2025.

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Cory Reeves, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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David Dennis, City Attorney

# Resolution No. 10579 Annual Budget Resolution: Appendix A

| Funds                               | Beginning Balance | + Working Capital Sources |                  |                    | - Working Capital Uses |                  |                    | Ending Balance    | Reserved Balance  | Available Balance |
|-------------------------------------|-------------------|---------------------------|------------------|--------------------|------------------------|------------------|--------------------|-------------------|-------------------|-------------------|
|                                     |                   | Revenues                  | Transfers In     | Total Sources      | Expenditures           | Transfers Out    | Total Uses         |                   |                   |                   |
| General                             | 10,886,763        | 42,378,373                | 0                | 42,378,373         | 41,621,741             | 1,404,477        | 43,026,218         | 10,238,918        | 0                 | 10,238,918        |
| <b>Special Revenue Funds</b>        |                   |                           |                  |                    |                        |                  |                    |                   |                   |                   |
| Covid Recovery Fund                 | 7,298,190         | 0                         | 0                | 0                  | 0                      | 0                | 0                  | 7,298,190         | 7,298,190         | 0                 |
| Park & Rec Special Revenue          | 537,252           | 13,059                    | 0                | 13,059             | 58,662                 | 0                | 58,662             | 491,649           | 491,649           | 0                 |
| Parkland Trust                      | 183,912           | 0                         | 0                | 0                  | 0                      | 0                | 0                  | 183,912           | 183,912           | 0                 |
| Library                             | 2,528,820         | 2,803,279                 | 0                | 2,803,279          | 2,765,858              | 0                | 2,765,858          | 2,566,241         | 585,000           | 1,981,241         |
| Library Foundation                  | 282,420           | 744,438                   | 0                | 744,438            | 708,109                | 0                | 708,109            | 318,749           | 318,749           | 0                 |
| Planning & Comm Dev                 | 55,083            | 1,098,477                 | 304,932          | 1,403,409          | 1,405,204              | 0                | 1,405,204          | 53,288            | 0                 | 53,288            |
| Central MT Ag Tech TID              | 3,455,456         | 679,115                   | 0                | 679,115            | 156,540                | 0                | 156,540            | 3,978,031         | 3,978,031         | 0                 |
| Airport TID                         | 451,825           | 211,678                   | 0                | 211,678            | 83,392                 | 0                | 83,392             | 580,111           | 580,110           | 0                 |
| East Industrial Ag Tech TID         | 265,118           | 423,567                   | 0                | 423,567            | 394,588                | 0                | 394,588            | 294,097           | 294,097           | 0                 |
| Economic Revolving                  | 20,829            | 0                         | 0                | 0                  | 0                      | 0                | 0                  | 20,829            | 20,829            | 0                 |
| Permits                             | 628,258           | 1,644,071                 | 0                | 1,644,071          | 1,792,262              | 0                | 1,792,262          | 480,067           | 0                 | 480,067           |
| Natural Resources                   | 178,177           | 648,678                   | 256,277          | 904,955            | 1,075,215              | 0                | 1,075,215          | 7,917             | 0                 | 7,917             |
| Portage Meadows                     | 179,799           | 80,071                    | 0                | 80,071             | 254,857                | 0                | 254,857            | 5,013             | 0                 | 5,013             |
| Park Maintenance District           | 3,496,774         | 1,500,000                 | 0                | 1,500,000          | 1,910,399              | 0                | 1,910,399          | 3,086,375         | 0                 | 3,086,375         |
| Street District                     | 7,662,641         | 9,185,225                 | 0                | 9,185,225          | 11,691,158             | 0                | 11,691,158         | 5,156,708         | 0                 | 5,156,708         |
| Support & Innovation                | 95,608            | 1,033,738                 | 0                | 1,033,738          | 1,033,738              | 0                | 1,033,738          | 95,608            | 0                 | 95,608            |
| 911 Special Revenue                 | 1,448,001         | 664,889                   | 0                | 664,889            | 40,000                 | 346,674          | 386,674            | 1,726,216         | 1,726,216         | 0                 |
| Police Special Revenue              | 418,940           | 44,823                    | 0                | 44,823             | 900                    | 0                | 900                | 462,863           | 462,863           | 0                 |
| HIDTA Special Revenue               | 141,919           | 263,276                   | 0                | 263,276            | 204,259                | 0                | 204,259            | 200,936           | 200,936           | 0                 |
| Fire Special Revenue                | 62,031            | 6,600                     | 0                | 6,600              | 0                      | 0                | 0                  | 68,631            | 68,631            | 0                 |
| Federal Block Grant                 | 190,323           | 1,107,204                 | 0                | 1,107,204          | 1,106,701              | 0                | 1,106,701          | 190,826           | 190,826           | 0                 |
| HOME Grant                          | 5,404             | 224,488                   | 0                | 224,488            | 224,488                | 0                | 224,488            | 5,404             | 5,404             | (0)               |
| Street Lighting Districts           | 1,087,058         | 1,487,790                 | 0                | 1,487,790          | 1,569,985              | 0                | 1,569,985          | 1,004,863         | 0                 | 1,004,863         |
| <b>Special Revenue Funds Total</b>  | <b>30,673,839</b> | <b>23,864,466</b>         | <b>561,209</b>   | <b>24,425,675</b>  | <b>26,476,315</b>      | <b>346,674</b>   | <b>26,822,989</b>  | <b>28,276,525</b> | <b>16,405,444</b> | <b>11,871,081</b> |
| <b>Debt Service Funds</b>           |                   |                           |                  |                    |                        |                  |                    |                   |                   |                   |
| Soccer Park Bond                    | 24,699            | 0                         | 0                | 0                  | 0                      | 0                | 0                  | 24,699            | 24,699            | 0                 |
| West Bank TID                       | 884,965           | 1,000,220                 | 0                | 1,000,220          | 409,500                | 0                | 409,500            | 1,475,685         | 1,475,685         | 0                 |
| Downtown TID Bonds                  | 6,098,616         | 2,100,000                 | 0                | 2,100,000          | 3,209,675              | 500,000          | 3,709,675          | 4,488,941         | 4,488,941         | 0                 |
| Improvement District Revolving      | 44,590            | 0                         | 0                | 0                  | 14,624                 | 0                | 14,624             | 29,966            | 29,966            | 0                 |
| Master Debt SILD                    | 59,760            | 11,396                    | 0                | 11,396             | 5,653                  | 0                | 5,653              | 65,503            | 65,503            | 0                 |
| <b>Debt Service Funds Total</b>     | <b>7,112,630</b>  | <b>3,111,616</b>          | <b>0</b>         | <b>3,111,616</b>   | <b>3,639,452</b>       | <b>500,000</b>   | <b>4,139,452</b>   | <b>6,084,794</b>  | <b>6,084,794</b>  | <b>0</b>          |
| <b>Capital Projects Funds</b>       |                   |                           |                  |                    |                        |                  |                    |                   |                   |                   |
| General Capital Projects            | 191,510           | 2,500,000                 | 0                | 2,500,000          | 2,500,000              | 0                | 2,500,000          | 191,510           | 191,510           | 0                 |
| Improvement Districts Projects      | 6,168             | 0                         | 0                | 0                  | 0                      | 0                | 0                  | 6,168             | 6,168             | 0                 |
| Hazard Removal                      | 6,567             | 0                         | 0                | 0                  | 0                      | 0                | 0                  | 6,567             | 6,567             | 0                 |
| <b>Capital Projects Funds Total</b> | <b>204,246</b>    | <b>2,500,000</b>          | <b>0</b>         | <b>2,500,000</b>   | <b>2,500,000</b>       | <b>0</b>         | <b>2,500,000</b>   | <b>204,246</b>    | <b>204,246</b>    | <b>0</b>          |
| <b>Enterprise Funds</b>             |                   |                           |                  |                    |                        |                  |                    |                   |                   |                   |
| Golf Courses                        | (496,270)         | 2,119,393                 | 0                | 2,119,393          | 1,819,293              | 0                | 1,819,293          | (196,170)         | 0                 | (196,170)         |
| Water                               | 7,796,420         | 30,165,373                | 0                | 30,165,373         | 31,886,569             | 0                | 31,886,569         | 6,075,224         | 3,853,488         | 2,221,736         |
| Sewer                               | 4,890,470         | 16,537,385                | 0                | 16,537,385         | 15,825,330             | 0                | 15,825,330         | 5,602,525         | 3,362,645         | 2,239,880         |
| Storm Drain                         | 8,005,198         | 6,188,420                 | 500,000          | 6,688,420          | 7,169,988              | 0                | 7,169,988          | 7,523,630         | 660,638           | 6,862,992         |
| Sanitation                          | 1,928,341         | 6,248,662                 | 0                | 6,248,662          | 6,415,821              | 0                | 6,415,821          | 1,761,182         | 0                 | 1,761,182         |
| Swimming Pools                      | 12,044            | 432,950                   | 208,861          | 641,811            | 803,019                | 0                | 803,019            | (149,164)         | 0                 | (149,164)         |
| Aim High Big Sky                    | (183,671)         | 1,172,100                 | 400,407          | 1,572,507          | 1,693,460              | 0                | 1,693,460          | (304,624)         | 0                 | (304,624)         |
| 911 Dispatch Center                 | 2,773,487         | 1,876,552                 | 346,674          | 2,223,226          | 2,882,561              | 0                | 2,882,561          | 2,114,152         | 2,114,152         | 0                 |
| Parking                             | 19,905            | 784,250                   | 0                | 784,250            | 756,685                | 0                | 756,685            | 47,470            | 0                 | 47,470            |
| Recreation                          | (144,434)         | 84,000                    | 0                | 84,000             | 17,728                 | 0                | 17,728             | (78,162)          | 0                 | (78,162)          |
| Multisports                         | (49,053)          | 119,250                   | 0                | 119,250            | 126,363                | 0                | 126,363            | (56,166)          | 0                 | (56,166)          |
| Ice Breaker Run                     | 41,791            | 75,100                    | 0                | 75,100             | 89,067                 | 0                | 89,067             | 27,824            | 0                 | 27,824            |
| Civic Center Events                 | (131,448)         | 310,825                   | 234,000          | 544,825            | 643,151                | 0                | 643,151            | (229,774)         | 29,263            | (259,038)         |
| <b>Enterprise Funds Total</b>       | <b>24,462,778</b> | <b>66,114,260</b>         | <b>1,689,942</b> | <b>67,804,202</b>  | <b>70,129,035</b>      | <b>0</b>         | <b>70,129,035</b>  | <b>22,137,945</b> | <b>10,020,186</b> | <b>12,117,759</b> |
| <b>Internal Service Funds</b>       |                   |                           |                  |                    |                        |                  |                    |                   |                   |                   |
| Central Garage                      | 3,492,616         | 4,069,621                 | 0                | 4,069,621          | 3,950,166              | 0                | 3,950,166          | 3,612,071         | 1,557,899         | 2,054,172         |
| Information Tech                    | 996,517           | 2,457,330                 | 0                | 2,457,330          | 2,450,927              | 0                | 2,450,927          | 1,002,920         | 213,953           | 788,967           |
| Insurance & Safety                  | 367,461           | 2,115,517                 | 0                | 2,115,517          | 2,194,143              | 0                | 2,194,143          | 288,835           | 0                 | 288,835           |
| Health & Benefits                   | 3,078,640         | 12,587,755                | 0                | 12,587,755         | 12,852,672             | 0                | 12,852,672         | 2,813,723         | 0                 | 2,813,723         |
| Human Resources                     | 116,089           | 1,194,072                 | 0                | 1,194,072          | 1,197,811              | 0                | 1,197,811          | 112,350           | 0                 | 112,350           |
| City Telephone                      | 206,047           | 234,216                   | 0                | 234,216            | 234,220                | 0                | 234,220            | 206,043           | 0                 | 206,043           |
| Finance                             | 493,268           | 2,291,326                 | 0                | 2,291,326          | 2,492,279              | 0                | 2,492,279          | 292,315           | 0                 | 292,315           |
| Engineering                         | 655,381           | 2,563,000                 | 0                | 2,563,000          | 2,795,852              | 0                | 2,795,852          | 422,529           | 36,922            | 385,607           |
| Public Works Admin                  | 435,949           | 830,293                   | 0                | 830,293            | 1,081,274              | 0                | 1,081,274          | 184,968           | 5,271             | 179,697           |
| Civic Center Facility Services      | 387,341           | 717,127                   | 0                | 717,127            | 839,252                | 0                | 839,252            | 265,216           | 97,116            | 168,100           |
| <b>Internal Service Funds Total</b> | <b>10,229,309</b> | <b>29,060,257</b>         | <b>0</b>         | <b>29,060,257</b>  | <b>30,088,596</b>      | <b>0</b>         | <b>30,088,596</b>  | <b>9,200,970</b>  | <b>1,911,161</b>  | <b>7,289,809</b>  |
| <b>Total</b>                        | <b>83,569,564</b> | <b>167,028,972</b>        | <b>2,251,151</b> | <b>169,280,123</b> | <b>174,455,139</b>     | <b>2,251,151</b> | <b>176,706,290</b> | <b>76,143,397</b> | <b>34,625,831</b> | <b>41,517,515</b> |



Commission Meeting Date: August 5, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10592 – Conditional Use Permit (CUP) to allow “marijuana cultivation” within the I-1 Light Industrial zoning district upon the property addressed as 748 Crescent Circle, legally described as Lot 2A, Block 2, BN Car Shop Addition, Great Falls, Montana.

**From:** Lonnie Hill, Deputy Director, Planning and Community Development

**Initiated By:** Bobby Long, Flower

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

**Action Requested:** City Commission adopt Resolution 10592

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**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (approve/deny) Resolution 10592 subject to the Conditions of Approval being fulfilled by the applicant.”
  2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
- 

**Staff Recommendation:** Staff is not making a formal recommendation for or against the Conditional Use Permit (CUP) request. However, staff has reviewed the application for compliance with local code and evaluated proposed mitigation measures. Based on this review, staff finds the request acceptable as presented. The CUP process enables the City Commission to determine whether a non-permitted use may be appropriate at a given location with adequate mitigation. Staff has provided relevant information to support that determination. Should the Commission approve the request, staff recommend the approval be subject to the conditions listed below. If the Commission chooses to deny the request, it must adopt alternative findings to support that decision.

**Conditions of Approval:**

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

assigned by the City Manager to administer conditional uses) is hereby authorized to permit minor changes, as provided below.

2. **Changes in Use:** Conditional uses are regulated as such because the use presents the possibility of significant impacts on the community. Therefore, changes in conditional uses must be strictly limited. A significant change in the type or level of activity, may void the conditional use permit. Proposed changes shall be submitted to the Administrator, who may require that the permit be amended following the same public process used for its adoption.
3. **Expiration:** The conditional use permit shall expire one (1) year after the date of issuance, if the operation has not been established for the applicant's request. The Administrator may extend the expiration date if substantial work is ongoing.
4. **Abandonment:** If a conditional use ceases to operate for more than six (6) months, the conditional use permit is void.
5. **Security Plan:** The applicant shall submit a Security Plan detailing the standard operating procedures relating to physical and procedural security. This document shall be submitted to and kept on-file at the Planning and Community Development Department.
6. **Exterior Signage:** No exterior signage shall be permitted regarding the use or operation of marijuana cultivation, however signage typical of a retail establishment is permitted as allowed by City sign code.
7. **Outdoor Cultivation Prohibited:** All marijuana cultivation activities shall be conducted entirely within an enclosed, secure, and climate-controlled indoor facility. Outdoor cultivation is strictly prohibited on the subject property, including within any greenhouses, hoop houses, or temporary structures.
8. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
9. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

**Summary:** Bobby Long with Flower, a cannabis business, submitted an application for a Conditional Use Permit (CUP) to establish a land use of "marijuana cultivation" within the I-1 Light Industrial zoning district upon the property addressed as 748 Crescent Circle and legally described as Lot 2A, Block 2, BN Car Shop Addition, Section 11, T20N, R3E, P.M.M., Great Falls, Montana.

Marijuana cultivation is defined by OCCGF 17.8.120 as, *"a use licensed by the State of Montana to:*

- (a) plant, cultivate, grow, harvest, and dry marijuana; and*
- (b) package and relabel marijuana produced at the location in a natural or naturally dried form that has not been converted, concentrated, or compounded for sale through a licensed dispensary."*

The request to allow marijuana cultivation is in addition to establishing a marijuana dispensary upon the subject property, which is permitted by right within the I-1 zoning district.

According to the applicant's narrative, the project includes secure indoor cultivation and back-end packaging, State-licensed retail sales (marijuana dispensary), and administrative functions. A site plan of the proposed layout of the building is provided within the *Application Packet*, which is provided as an attachment. The applicant states the request represents a long-term investment, which will serve as the hub for the business which he has described as "a secure, enclosed, compliance-driven facility."

The facility will operate during normal business hours and include activities such as plant care within the sealed grow rooms, irrigation maintenance, harvesting, trimming, and processing of cannabis plants. The applicant anticipates a team of 10-15 trained employees on-site during normal business hours. The application states, "The work environment is secure, regulated, and structured – not chaotic or open-ended." In addition to a CUP, the business is required to meet all regulations of the Montana Department of Revenue Cannabis Control Division.

The applicant was asked to provide information regarding common concerns related to the operation of a marijuana cultivation facility, including odor, security, visibility, and traffic. The following information was provided within the *Application Packet*:

- Odor: The applicant states that odor is managed by the design of the growing environment. The operation is a sealed grow system that utilizes carbon filters and a closed-loop HVAC system. The applicant states odor will not be detectable beyond the facility perimeter under normal operations.
- Security: Security measures are required by the State of Montana, including monitored video surveillance where cannabis products are grown, processed, stored, and sold, controlled-access doors, and alarm systems. The applicant states Flower's security plan includes measures that comply with and exceed the state requirements, such as monitored video surveillance for all back-office space, such as administrative offices. Staff has included a condition of approval that requires a Security Plan detailing safety operations upon the property.
- Visibility: The cultivation component of the business will have no external visual impacts. This includes no outdoor cultivation, no exterior venting or large industrial fans, or cultivation garbage disposal visible to the public. In addition, no signage will identify the activity of cultivation occurring within the building. Staff has included a condition of approval that does not permit exterior signage referencing marijuana cultivation operations, however signage typical of a retail establishment is permitted as allowed by the City sign code. In addition, staff included a condition that states all marijuana cultivation activities shall be conducted entirely within an enclosed, secure, and climate-controlled indoor facility.
- Traffic: The applicant states that traffic will be limited to staff, deliveries, lab testing visits, and equipment testing. Staff finds that the existing street network can accommodate the proposed use.

**Conditional Use Permit:** The 0.758-acre property is located within the I-1 Light Industrial zoning district. The applicant engaged City staff about establishing "marijuana cultivation" within the building and was informed the land use requires a Conditional Use Permit to establish the land use. This requirement was established as part of Ordinance 3249, which was adopted by the City Commission in 2022. The Ordinance established the regulations pertaining to marijuana business activities within City of Great Falls and is provided as an attachment to this agenda report.

The subject property is wholly surrounded by the I-1 zoning district. To the north of the property is a large multi-tenant industrial building, commonly referred to as Buttrey's Warehouse. To the west of the

property is 6<sup>th</sup> Street Southwest and a mixture of light industrial and commercial uses, including a marijuana dispensary. To the south is a multi-tenant commercial building including a coffee shop, casino and lounge, marijuana dispensary, and beauty salon. To the east of the property is the parking lot of Buttrey's Warehouse and other light industrial uses.

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

**Zoning Commission Recommendation:** At the conclusion of a public hearing held on June 10, 2025, the Zoning Commission voted 4-1 to recommend that the City Commission approve the applicant's request for a CUP to allow "marijuana cultivation" within the I-1 Light Industrial zoning district upon the subject property legally described above. The dissenting Commissioner expressed reservations regarding the legality of the request, referencing federal law under the Controlled Substances Act, which classifies marijuana as a Schedule I controlled substance. This designation prohibits marijuana production, distribution, or possession outside of federally approved research contexts. Based on this interpretation, the Commissioner opposed the request.

In response, the City Attorney addressed the legal concerns prior to the Commission's vote. The City Attorney clarified that the City had previously raised similar arguments in district court proceedings and was unsuccessful. The City Attorney advised that if the City were to base its denial solely on these federal law concerns, the City would likely be exposed to legal risk, as such a rationale has already been adjudicated and rejected in court.

**Neighborhood #2 Council Recommendation:** Neighborhood Council #2 met on May 14, 2025, and voted 4-1 to "not oppose" the request. It is important to note that "not oppose" is not the same as formal support or approval; rather, it indicates that the Council does not object to the proposal moving forward but also does not actively endorse it. This position often reflects neutrality, general acceptance, or unresolved concerns outside the Council's advisory role, such as broader policy or zoning distribution issues.

The Neighborhood Council shared concerns with City staff about the growing number of marijuana businesses within the Council #2 boundary and asked if the City could limit how many dispensaries are allowed. Staff explained that under current City rules, dispensaries are automatically allowed in areas zoned for light industrial use (I-1), and this Council's area includes the closest I-1 zoning district to the center of the city. Businesses are choosing locations near busy commercial areas like 6th Street Southwest instead of on the outskirts of town. As a result, marijuana businesses in Neighborhood Council #2 are more often near neighborhoods that are adjacent to light or heavy industrial zoning. This can unintentionally create an uneven concentration in certain parts of the city, such as along 6th Street Southwest.

**Business License and Permit Requirements:** In addition to this CUP request, the project will require a business license and a building permit. Representatives from the City's Planning Division, Building Division, Engineering Division and Great Falls Fire Rescue will review the required plans and specifications to determine compliance with all local regulations. Within the Conditions of Approval, establishment of a CUP is required within one year of approval. The applicant has indicated that the project is anticipated to commence immediately, if approved.

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

**Fiscal Impact:** Approval of the Conditional Use Permit is not anticipated to result in any adverse fiscal impact to the City of Great Falls. All costs associated with site development and improvements will be borne by the applicant. Additionally, the subject property is already within the service area of City Police and Fire departments, requiring no expansion of public safety resources. The proposed use may also generate modest state-shared marijuana tax revenue for the City under current state distribution policies.

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

**Attachments/Exhibits:**

- Resolution 10592
- Basis of Decision
- Location and Zoning Map
- Application Packet
  - Narrative
  - Interior Layout Plan
- Ordinance 3249



## RESOLUTION 10592

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW MARIJUANA CULTIVATION WITHIN THE I-1 ZONING DISTRICT UPON THE PROPERTY ADDRESSED AS 748 CRESCENT CIRCLE, GREAT FALLS, MONTANA.

\* \* \* \* \*

WHEREAS, Bobby Long with Flower, a cannabis business, has submitted an application for a Conditional Use Permit to allow marijuana cultivation upon the property addressed as 748 Crescent Circle, Great Falls, Montana and legally described as Lot 2A, Block 2, BN Car Shop Addition, Section 11, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana; and,

WHEREAS, the subject property is presently within the I-1 Light Industrial zoning district; and,

WHEREAS, establishment of marijuana cultivation is allowed upon approval of a Conditional Use Permit; and,

WHEREAS, the proposed Conditional Use Permit to allow marijuana cultivation land use upon the subject property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF) Section 17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on June 10, 2025, to consider said Conditional Use Permit application, and at the conclusion of said hearing passed a motion recommending a Conditional Use Permit be granted for the subject property to allow for marijuana cultivation, subject to the following conditions:

### Conditions of Approval:

1. **Modifications:** It is understood that minor changes are often necessary during the development and operation of a conditional use. The Administrator (the Administrator is the City employee assigned by the City Manager to administer conditional uses) is hereby authorized to permit minor changes, as provided below.
2. **Changes in Use:** Conditional uses are regulated as such because the use presents the possibility of significant impacts on the community. Therefore, changes in conditional uses must be strictly limited. A significant change in the type or level of activity, may void the conditional use permit. Proposed changes shall be

submitted to the Administrator, who may require that the permit be amended following the same public process used for its adoption.

3. **Expiration:** The conditional use permit shall expire one (1) year after the date of issuance, if the operation has not been established for the applicant's request. The Administrator may extend the expiration date if substantial work is ongoing.
4. **Abandonment:** If a conditional use ceases to operate for more than six (6) months, the conditional use permit is void.
5. **Security Plan:** The applicant shall submit a Security Plan detailing the standard operating procedures relating to physical and procedural security. This document shall be submitted and will be kept on-file at the Planning and Community Development Department.
6. **Exterior Signage:** No exterior signage shall be permitted regarding the use or operation of marijuana cultivation, however signage typical of a retail establishment is permitted as allowed by City sign code.
7. **Outdoor Cultivation Prohibited:** All marijuana cultivation activities shall be conducted entirely within an enclosed, secure, and climate-controlled indoor facility. Outdoor cultivation is strictly prohibited on the subject property, including within any greenhouses, hoop houses, or temporary structures.
8. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
9. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

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

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

That a Conditional Use Permit be granted to allow marijuana cultivation for the property addressed as 748 Crescent Circle, Great Falls, Montana, conditioned upon the owner complying with the conditions listed herein; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that, pursuant to the Official Code of the City of Great Falls (OCCGF) 17.16.36.090, the permit

shall be considered a covenant that runs with the land and shall be binding on all subsequent property owners. Additionally, pursuant to OCCGF 17.16.36.100, the Conditional Use Permit shall expire one (1) year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion. If the Conditional Use is established, but ceases to operate for more than six (6) months, the Conditional Use Permit shall expire.

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on August 5, 2025.

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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

## CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting a Conditional Use Permit (CUP) to allow “marijuana cultivation” within the I-1 Light Industrial zoning district upon the property addressed as 748 Crescent Circle, legally described as Lot 2A, Block 2, BN Car Shop Addition, Section 11, T20N, R3E, P.M.M., Great Falls, Montana.

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

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

**Economic Goals and Policies:**

ECO3.4 Continue efforts to expand, retain and attract new businesses in Great Falls. (Page 155)

ECO3.5 Continue efforts to support and develop small businesses in Great Falls. (Page 156)

**Physical Goals and Policies:**

Phy4.1.1 Promote and incentivize infill development that is compatible with the scale and character of established neighborhoods. (Page 162)

Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure. (Page 162)

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

The establishment, maintenance, or operation of the proposed conditional use will not be detrimental to, or endanger the health, safety, morals, comfort, or general welfare of the community. Staff has reviewed the application for compliance with local code and proposed mitigation measures to address common concerns associated with the use. These measures, reflected in the Conditions of Approval, include a required security plan, prohibition of any outdoor cultivation, and a restriction on exterior signage advertising marijuana cultivation.

It is also noted that, regardless of general opinion concerning health, safety, morals, comfort, or welfare, the sale and cultivation of marijuana is a legal activity under Montana state law. Accordingly, the applicant must comply with all applicable regulations of the Montana Department of Revenue’s Cannabis Control Division, which provides an additional layer of oversight to ensure lawful operation.

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

The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. It is not anticipated that this project would diminish and impair property values within the neighborhood, as it is similar in use and impacts to nearby uses within the Light Industrial zoning district, including other marijuana businesses.

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

The proposed project will not impede the normal and orderly development and improvement of surrounding properties. The subject property is wholly surrounded by the I-1 zoning district. To the north of the property is a large multi-tenant industrial building. To the west of the property is 6th Street Southwest and a mixture of light industrial and commercial uses, including a marijuana dispensary. To the south is a multi-tenant commercial building including a coffee shop, casino and lounge, marijuana dispensary, and beauty salon. To the east of the property is a large parking lot and other light industrial uses. This area contains a mix of light industrial and commercial uses. For this reason, the Conditional Use is appropriate for the subject property and within the context of the surrounding area.

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

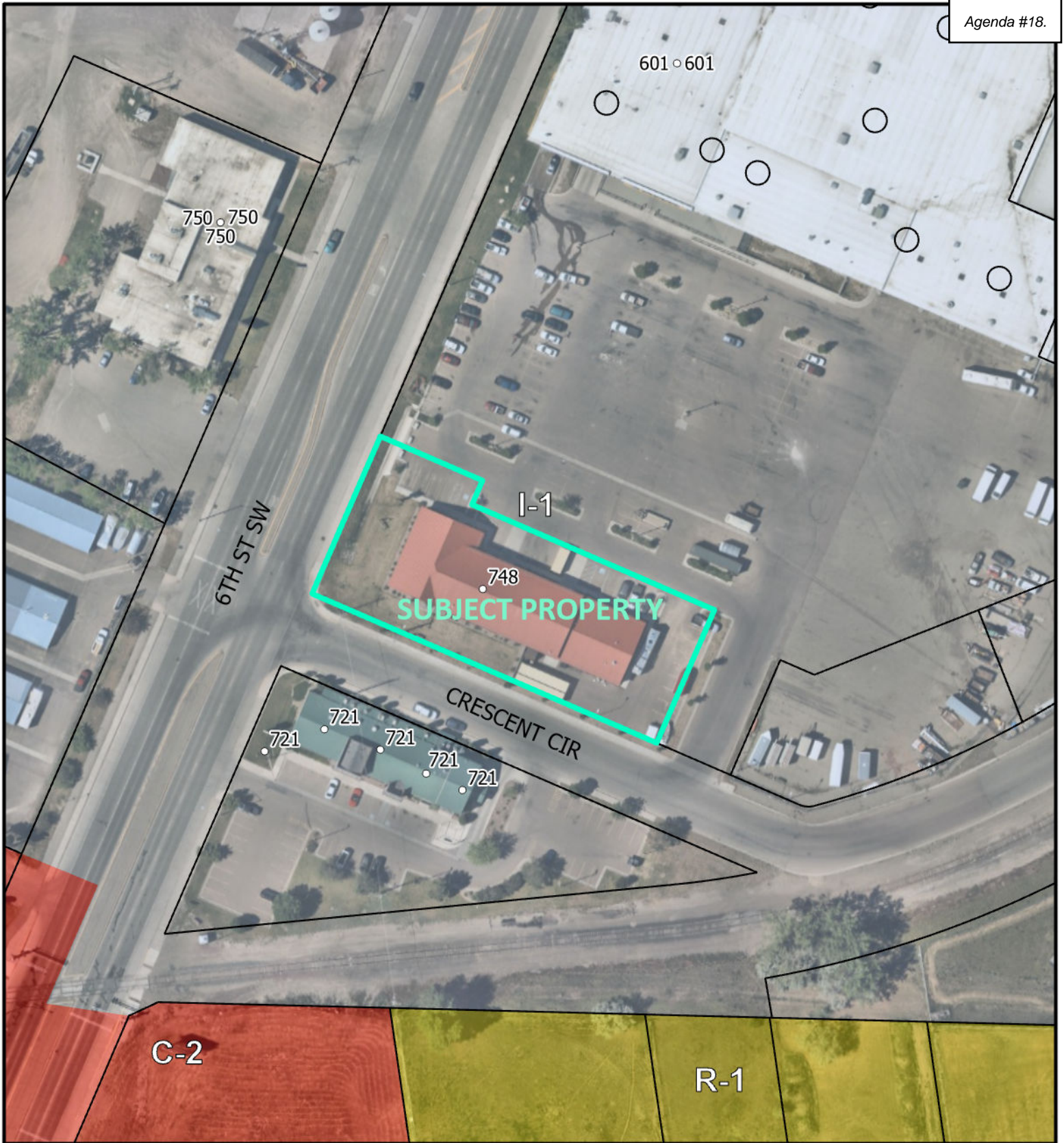
Utilities, access roads, drainage, and other necessary facilities currently exist around and serve the subject property. The proposed project will continue to use these existing facilities, including existing roads and utility connections.

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

The project does not propose to modify any existing ingress or egress. The applicant states that traffic will be limited to staff, deliveries, lab testing visits, and equipment testing. Staff finds that the existing street network can accommodate the proposed use. As a result, there is no concern of additional traffic congestion in the public streets resulting from the approval of the CUP.

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

The proposed CUP will conform to all applicable regulations of the Title 17 - Land Development Code, including the dimensional standards of the I-1 zoning district. Any proposed redevelopment of the property or building would require a building permit and would be required to comply with all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.



## Location and Zoning Map



748 Crescent Circle

Lot 2A, Block 2,  
BN Car Shop Addition

Parcels



0 50 100 2 170

# Cover Letter – CUP Application

Robert “Bobby” Long  
Founder & CEO, Flower  
748 Crescent Circle  
Great Falls, MT 59404  
(406)207-1898  
Bobby@flowermontana.com

City of Great Falls  
Planning & Community Development Department  
P.O. Box 5021  
Great Falls, MT 59403

## RE: Conditional Use Permit Application – 748 Crescent Circle

To Whom It May Concern,

Please accept this letter as a formal submission of my Conditional Use Permit (CUP) application for 748 Crescent Circle. The property is zoned I-1 Light Industrial, and I am requesting approval to operate a secure, licensed cannabis cultivation facility in the building with my retail dispensary.

This project represents a long-term investment in the Great Falls community. I am proud to be the first applicant of this kind in the city and have personally purchased this property with no guarantees—because I believe in the potential of Great Falls as a professional base of operations. This facility will not only serve as the future hub for my company, Flower, but will also set a new standard for how cannabis businesses can operate—quietly, respectfully, and with full regulatory compliance.

I have included a comprehensive proposal outlining operational details, zoning justification, community considerations, and the broader vision for how this project aligns with Great Falls’ long-term goals.

Thank you for your time and consideration. I welcome any follow-up and am available to answer questions or provide further documentation at your request.

Sincerely,  
Robert “Bobby” Long  
Founder & CEO, Flower



# Public Hearing Statement – CUP Application

Robert “Bobby” Long | Founder and CEO, Flower

Chair, members of the board, and members of the public,

My name is Bobby Long, and I’m the founder and sole owner of Flower, a Montana-based cannabis company committed to professionalism, safety, and long-term community partnership.

I’m here today as the first person to apply for a Conditional Use Permit of this kind in Great Falls. I’ve personally invested in commercial property at 748 Crescent Circle, with no guarantees of approval, because I believe this is the right time—and the right city—for Flower’s future.

This is not a high-volume retail storefront or speculative project. This is a secure, enclosed, compliance-driven facility that fits the character and zoning of the Crescent Circle industrial corridor. The business model emphasizes quality over quantity, career-track jobs for local workers, and transparency in every aspect of our operation.

I recognize that the cannabis industry has raised concerns in some communities, and not without reason. But I also believe that Flower offers something different: a gold-standard operation that will strengthen the industry by raising expectations and demonstrating how this business can be done right.

Great Falls has a chance to set a clear tone: that if you want to operate here, you do so with professionalism, safety, and respect. Flower is ready to meet that standard—and help set it.

Thank you for your time, and I welcome your questions.



# Conditional Use Permit Proposal

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748 Crescent Circle, Great Falls, MT 59404

Applicant: Robert “Bobby” Long | Founder and CEO, Flower

## Executive Summary

This proposal requests a Conditional Use Permit (CUP) for a cannabis cultivation and adult-use retail facility at 748 Crescent Circle in Great Falls, Montana. The location is zoned I-1 Light Industrial and is ideally suited to this type of secure, low-visibility, compliance-driven use.

The applicant, Robert “Bobby” Long, and his wife Kate Long are the sole owners of Flower, a Montana-based cannabis company founded on regulatory integrity, operational excellence, and long-term community investment. This project represents more than a business expansion — it marks a strategic shift of operations and a foundational investment in the Great Falls community.

## About the Applicant: Background, Vision & Values

Robert “Bobby” Long is the founder and sole owner of Flower, a vertically integrated cannabis business built entirely under Montana’s regulatory framework. What began as a local operation has matured into a proven, profitable model based on thoughtful growth, strict compliance, and quality-first production.

Flower is not a speculative venture or a vehicle for rapid expansion. It is a carefully built, personally guided company that treats cannabis as a long-term industry requiring structure, respect, and standards.

The Great Falls project is not a test market or short-term location — it is the new base of operations for Flower’s future. Bobby Long made the first-ever CUP application of its kind in Great Falls, and purchased commercial property outright with zero guarantees. This was not a gamble; it was a commitment.

His long-term vision is to:

- Transition Flower’s manufacturing and cultivation base to Great Falls
- Create a professional retail experience rooted in community respect
- Demonstrate a branded, quality-driven cannabis model that stands in contrast to the industry’s common quantity-over-quality approach
- Use Flower as a proof of concept for how this industry can — and should — be done in Montana

## Project Description & Facility Use

The proposed facility will occupy 748 Crescent Circle and include:

- Secure Indoor Cultivation
- Limited, State-Licensed Retail Sales
- Back-end Packaging & Administrative Functions

### Key Attributes:

- Fully enclosed operations; no product or process is visible from outside
- Designed to operate professionally and quietly, consistent with surrounding industrial activity

## Daily Workflow & Employee Experience

### Operating Hours:

Generally 9:00 AM – 6:00 PM, with cultivation teams staggered for early/late tasks. A cultivation facility must operate 365 days a year, but greatly reduced staffing levels are done on weekends and holidays and there will be no workers on site during quiet times between 9:00pm and 6:00am.

### Daily Workflow Includes:

- Harvesting, trimming, and processing of plants
- Scheduled plant care in sealed grow rooms
- Inventory tracking via METRC seed-to-sale system
- Irrigation system maintenance and monitoring
- Internal deliveries managed discreetly and during off-peak hours
- Cleaning, audits, and compliance tasks performed daily

### Staffing Model:

- Small, skilled team (10-15 people total on-site during business hours)
- Roles include cultivation techs, harvest techs, packaging staff and managers
- Employees are professionally trained, background-checked, and fully briefed on SOPs
- The work environment is secure, regulated, and structured — not chaotic or open-ended

## Security, Compliance & Safety

The facility will be secured in accordance with — and often exceeding — Montana Department of Revenue regulations:

- 24/7 monitored surveillance (interior and exterior)
- Controlled-access doors with department specific key systems
- Alarm systems and manual shut offs for CO2 and water systems
- Multiple secure areas for product storage at various stages of processing
- Real-time tracking of inventory and disposal

The site's physical footprint is modest. Traffic is minimal. No loitering, no congregation, no external lights, noise, or smell will impact surrounding properties.

## Zoning Justification: I-1 Light Industrial Compatibility

The project fits fully within the intent and design of I-1 zoning. Cannabis cultivation and retail — when conducted at this level of professionalism — are appropriate for industrial corridors like Crescent Circle.

### Why this project fits I-1:

- Activities are entirely enclosed and internal
- There are no residential neighbors or sensitive uses nearby
- The business generates limited traffic, zero emissions, and no external noise
- The site remains visually and operationally consistent with other light industrial tenants

This is not a retail-first dispensary located near residential zones. It is a secured industrial facility with ancillary retail functions — a critical distinction when reviewing CUP compatibility.

## Responding to City & Community Concerns

### Common Concerns:

- Odor: Odor control is managed via sophisticated sealed HVAC and grow area CO2 enrichment. Odor will not be detectable beyond the facility perimeter under normal operating conditions
- Traffic: Limited to staff, deliveries, weekly testing lab visits, and equipment maintenance technicians.

- Visibility: No external venting, large industrial fans, or visible garbage or discarded equipment will be visible to the public. All operations are sealed and enclosed within the building.
- Security: Professional, camera-monitored, alarm-connected, and access-controlled. Flower exceeds state standards.
- Professionalism: Flower is operator-owned, not absentee-owned. Managers will always be present and the owner will make regular visits and monitor all departments remotely.

### **Acknowledging Industry Realities:**

Yes — there are facilities in this industry that do cause concern. Some prioritize scale over safety, and speed over strategy. Flower is the counterpoint. It's built not only to comply, but to set a new bar. By approving this CUP, Great Falls helps elevate the entire industry. Operators who cannot or will not meet this standard will be pressured — by market forces and public expectation — to improve or exit.

### **Long-Term Investment in Great Falls**

This proposal is not speculative. It is the foundation of a strategic, long-term move to Great Falls that includes:

- Permanent commercial property ownership
- Facility renovations and operational infrastructure investment
- Local hiring and supply chain engagement
- Expansion of Flower's core operations into a new region
- Transition of cultivation and manufacturing to Great Falls
- Development of a branded retail experience guided by local values

The city is not being asked to approve a new business. It is being invited to welcome an established, tested, and proven one — now choosing Great Falls as its home.

### **Closing Statement**

Flower represents what this industry can be: professional, secure, compliant, and committed. This proposal is about more than business. It's about doing things the right way, in the right place, for the right reasons.

Great Falls has the opportunity to lead by setting a clear standard — one that rewards responsibility, not recklessness.

Flower is ready to raise that standard. I'm ready to stand behind it.

— Robert "Bobby" Long  
Founder & Owner, Flower

## Robert “Bobby” Long – Founder & CEO, Flower

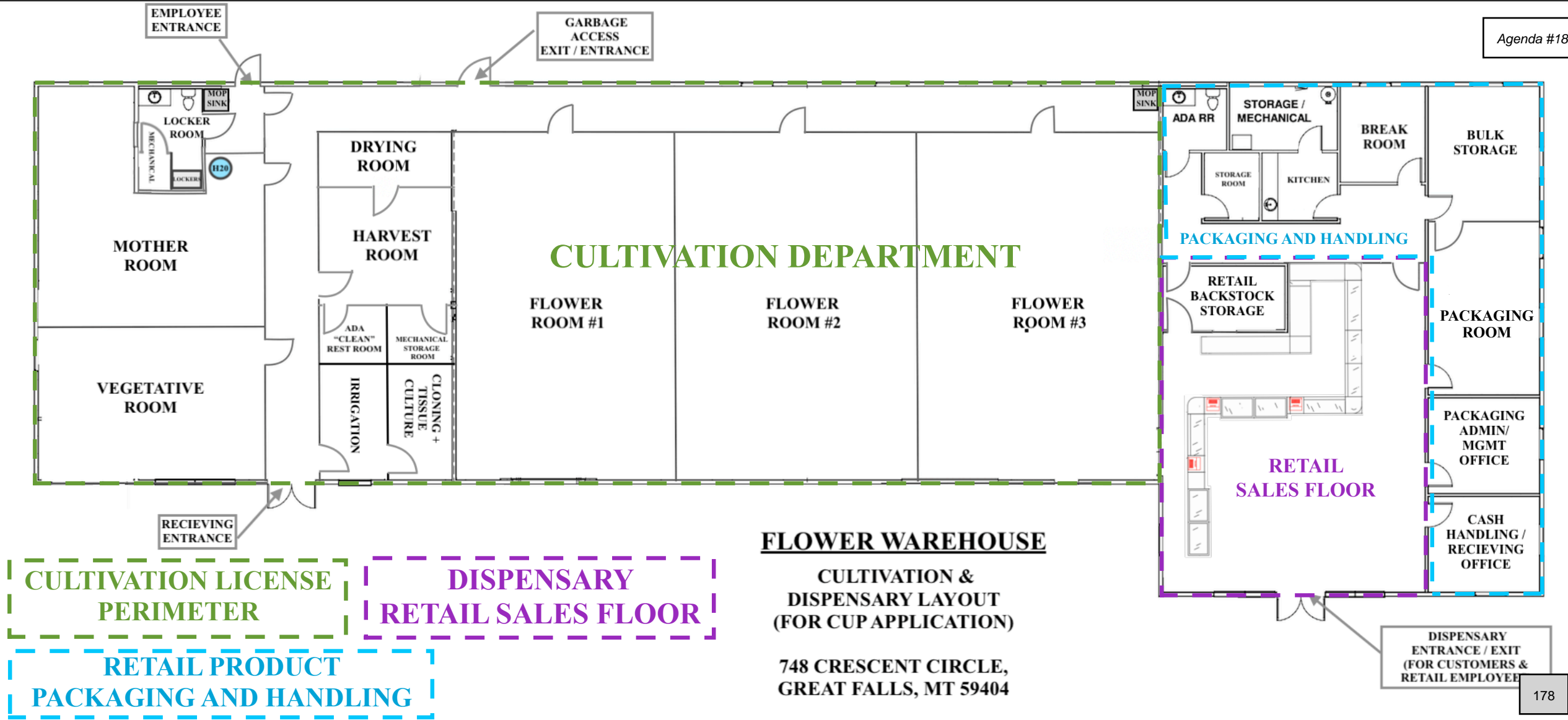
Robert “Bobby” Long is the founder and sole owner of Flower, a Missoula-based cannabis company known for setting the standard in Montana’s regulated market. A resident of the state since 2003, Bobby has been at the forefront of the industry since 2014, when he opened the first street-level dispensary in downtown Missoula with a clear mission: to build a business that reflects professionalism, integrity, and respect for the community it serves.

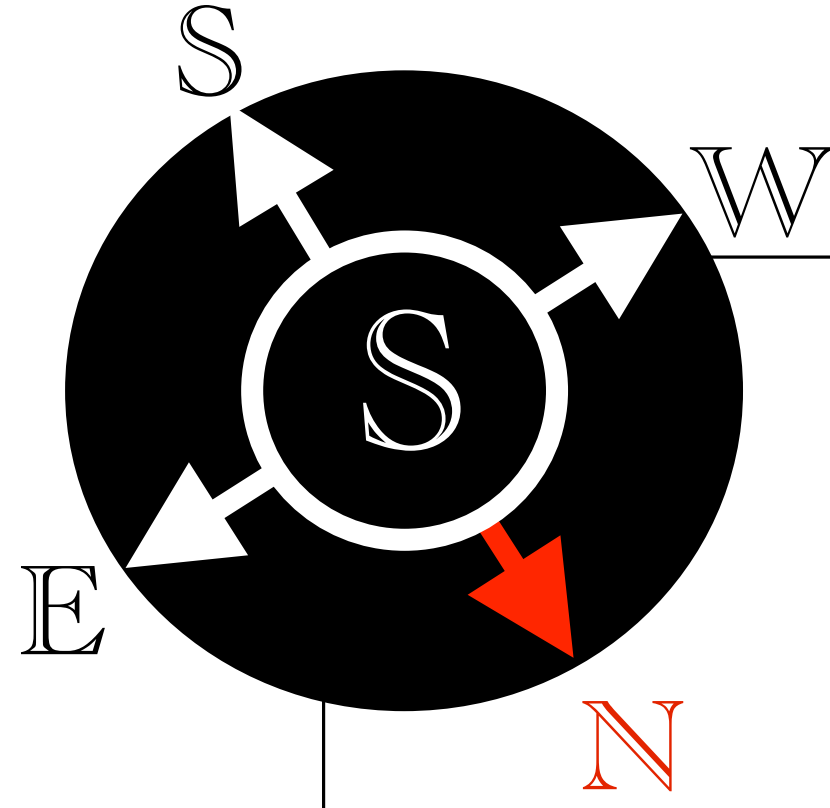
Bobby’s approach has always blended business discipline with advocacy. He was an early and consistent supporter of medical access in Montana, while also calling for strong regulation and thoughtful integration of cannabis into public life. Through his photography series Expressions, he documented the experiences of patients and providers during a pivotal time in the state’s cannabis history—using art to humanize an industry often misunderstood. He also served as the official photographer for the Initiative 182 campaign and has long been an active member of the Montana Cannabis Industry Association (MTCIA).

Under Bobby’s leadership, Flower has become Missoula’s most recognized and respected dispensary. It has won “Best of Missoula” honors year after year—not through hype or trend-following, but by consistently delivering high-end products in a professional, accessible setting. Flower’s identity is rooted in quality and quiet credibility. The business is not political, not pretentious, and never overpriced. It is an extension of Bobby’s personal philosophy: handshake-first, honesty always, and no shortcuts.

As one of the most visible and well-known operators in Missoula, Bobby continues to serve as a steady ambassador for what the cannabis industry can—and should—be: accountable, respectful, and here for the long haul.

Behind the scenes, Flower has always been a family effort. Bobby’s wife and partner has worked alongside him for the past 16 years, helping build the company from the ground up with equal parts grit and grace. Together, they are raising two young daughters—Carmen (5) and London (3)—with the same values that guide the business: hard work, humility, and a commitment to doing things the right way.

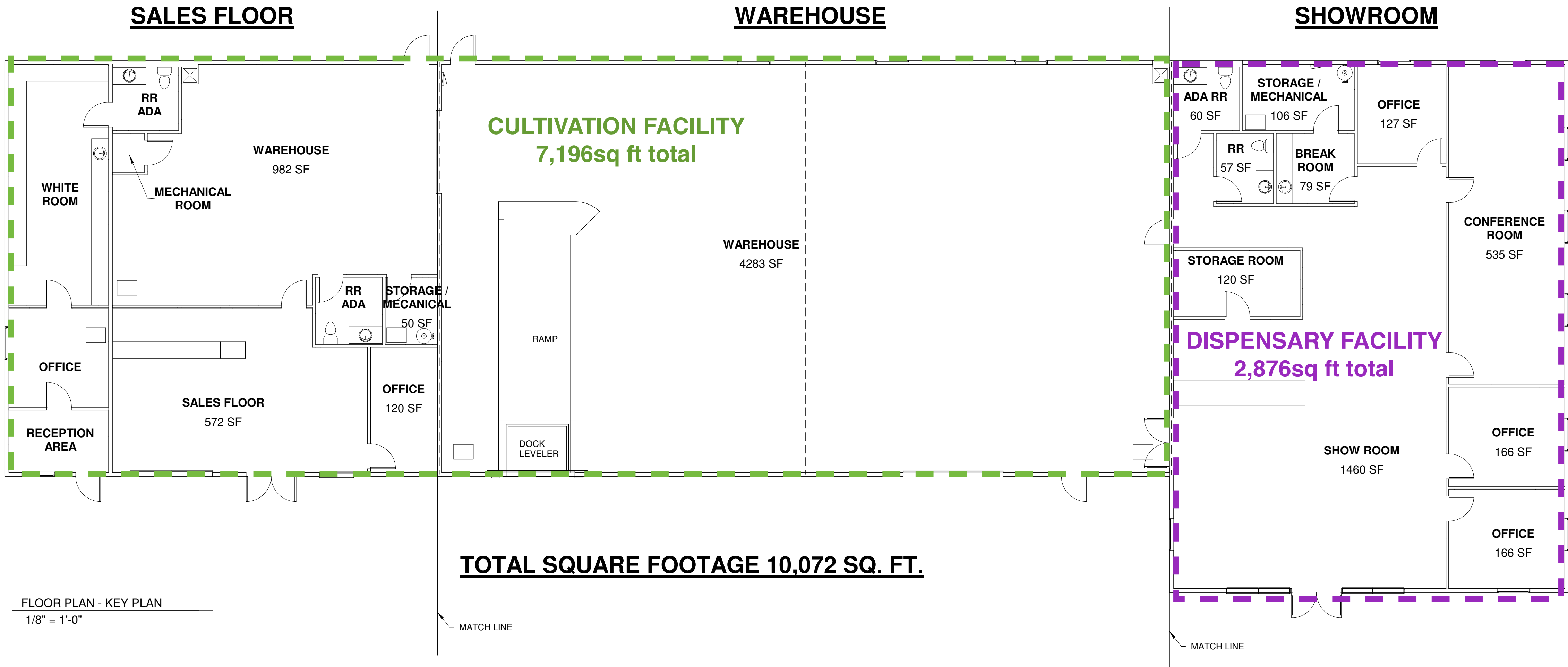




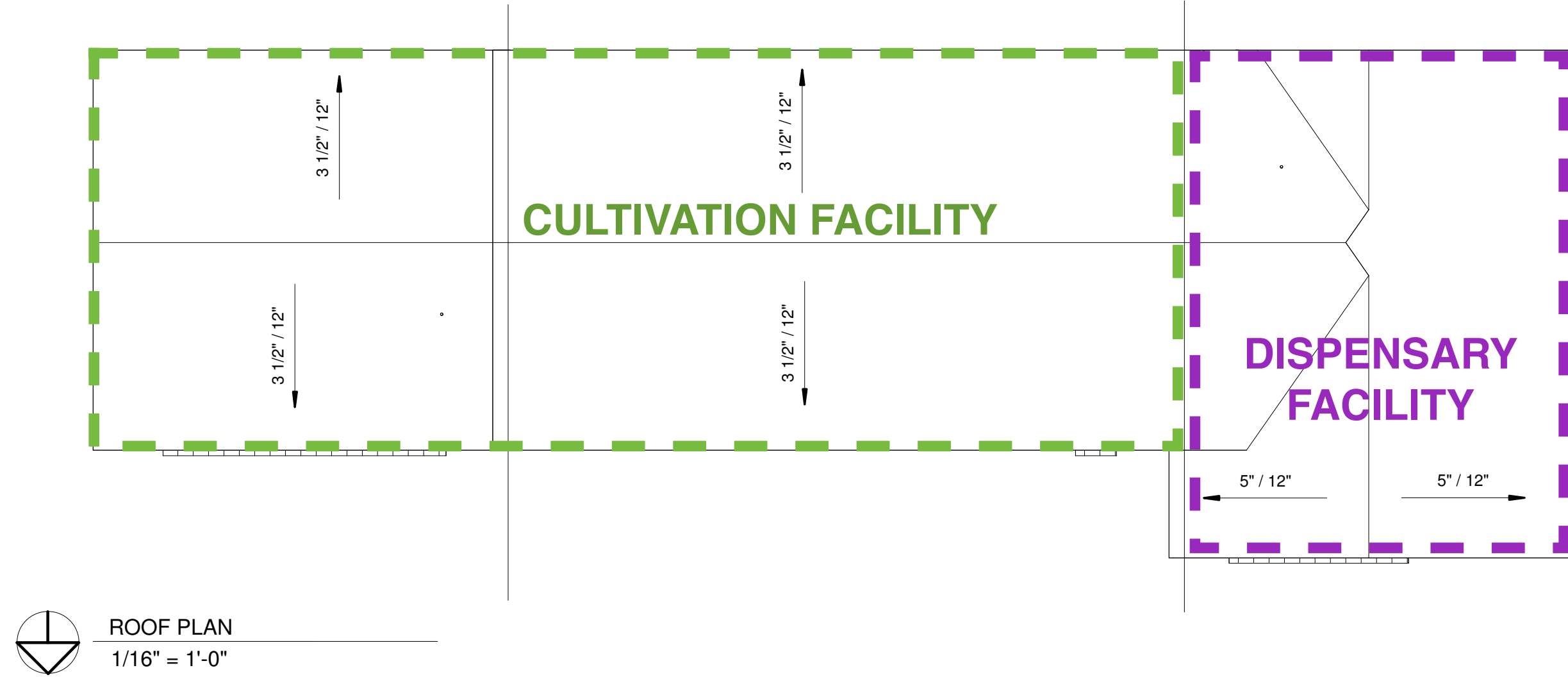
KEY

Indicates Cultivation Location

Indicates Dispensary Location



FLOOR PLAN - KEY PLAN  
1/8" = 1'-0"



| FINISH SCHEDULE                 |                              |  |  |                     |
|---------------------------------|------------------------------|--|--|---------------------|
| ROOM                            | FLOOR                        | WALL   | CEILING  |                     |
| NAME                            | MATERIAL                     | MATERIAL   | MATERIAL   | HEIGHT              |
| RECEPTION AREA                  | OWNER OPTION CONCRETE OR VCT | 5/8" GWB TEXTURED PRIMED AND PAINTED                             | ACOUSTICAL TILE DROP CEILING                       | 9' - 0"             |
| OFFICE                          | OWNER OPTION CONCRETE OR VCT | 5/8" GWB TEXTURED PRIMED AND PAINTED                             | ACOUSTICAL TILE DROP CEILING                       | 9' - 0"             |
| WHITE ROOM                      | OWNER OPTION CONCRETE OR VCT | FRP OVER 5/8" GWB PRIMED AND PAINTED                             | ACOUSTICAL TILE DROP CEILING                       | 9' - 0"             |
| ADA RESTROOM @ RESTROOM         | OWNER OPTION CONCRETE OR VCT | 5/8" GWB TEXTURED PRIMED AND PAINTED FRP ON BOTTOM 4'-0" OF WALL | 5/8" TEXTURED PRIMED AND PAINTED ON CEILING JOISTS | 9' - 0"             |
| SALES FLOOR                     | OWNER OPTION CONCRETE OR VCT | 5/8" GWB TEXTURED PRIMED AND PAINTED                             | 5/8" GWB TEXTURED PRIMED AND PAINTED               | UNDERSIDE STRUCTURE |
| RECEPTION AREA                  | OWNER OPTION CONCRETE OR VCT | 5/8" GWB TEXTURED PRIMED AND PAINTED                             | 5/8" TEXTURED PRIMED AND PAINTED ON CEILING JOISTS | 9' - 0"             |
| WAREHOUSE                       | SEALED CONCRETE              | 5/8" GWB TEXTURED PRIMED AND PAINTED                             | 5/8" GWB TEXTURED PRIMED AND PAINTED               | UNDERSIDE STRUCTURE |
| STORAGE/MECHANICAL & MECHANICAL | SEALED CONCRETE              | 5/8" GWB TEXTURED PRIMED AND PAINTED                             | 5/8" GWB TEXTURED PRIMED AND PAINTED               | UNDERSIDE STRUCTURE |
| BREAK ROOM                      | OWNER OPTION CONCRETE OR VCT | 5/8" GWB TEXTURED PRIMED AND PAINTED                             | ACOUSTICAL TILE DROP CEILING                       | 9' - 0"             |
| CONFERENCE ROOM                 | OWNER OPTION CONCRETE OR VCT | 5/8" GWB TEXTURED PRIMED AND PAINTED                             | ACOUSTICAL TILE DROP CEILING                       | 9' - 0"             |
| STORAGE ROOM                    | OWNER OPTION CONCRETE OR VCT | 5/8" GWB TEXTURED PRIMED AND PAINTED                             | 5/8" GWB TEXTURED PRIMED AND PAINTED               | UNDERSIDE STRUCTURE |
| SHOWROOM                        | OWNER OPTION CONCRETE OR VCT | 5/8" GWB TEXTURED PRIMED AND PAINTED                             | 5/8" GWB TEXTURED PRIMED AND PAINTED               | UNDERSIDE STRUCTURE |

NOTES:  
1) ACOUSTICAL TILE CEILING AND SUSPENDED LIGHTING FIXTURES SHALL BE INSTALLED PER MANUFACTURER STANDARD DETAILS FOR SEISMIC DESIGN CATEGORY C.

TETON

DRAFTING SERVICES

136 SOUTH STATE STREET SHELLEY, IDAHO 83274  
PHONE (208)-357-2420 FAX (208)-357-2419

PROJECT NO.  
216059

SHEET NO.  
A1.0

OF SIXTEEN

FRIESEN NUTRITION NEW BUILDING  
FRIESEN NUTRITION  
GREATFALLS, MONTANA

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|                |          |                |
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| CHECKED BY:MDG | DATE:    | 10/19/16       |
| DRAWN BY:EVB   | BY       |                |
| REVISIONS      | DATE     | ISSUED FOR REV |
|                | 12/22/16 | EVB            |
|                |          |                |
|                |          |                |

## ORDINANCE 3249

### AN ORDINANCE AMENDING TITLE 17, CHAPTER 4, CHAPTER 8, AND CHAPTER 20, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO USE OF LAND WITHIN THE CITY OF GREAT FALLS FOR COMMERCIAL MARIJUANA BUSINESS ACTIVITIES

\* \* \* \* \*

**WHEREAS**, the City of Great Falls is authorized by its Charter and Montana law to establish laws to protect the health, safety and welfare of the citizens of Great Falls; and

**WHEREAS**, the City Commission has, in the exercise of those powers, previously established Title 17 of the Official Code of the City of Great Falls (OCCGF), which establishes a comprehensive structure for development and land use within the City of Great Falls; and

**WHEREAS**, the City Commission took action in June of 2010 to adopt Ordinance 3054, as a component of the Title 17, Chapter 4 and Chapter 20, provisions regarding land use, to prohibit any medical marijuana activities in the City of Great Falls;

**WHEREAS**, in November of 2020, a majority of the voters of the State of Montana, including a majority of the voters of Cascade County and the City of Great Falls, voted to approve Initiative Measure 190 ("I-190"), which legalized both the adult use of marijuana under certain limitations and various categories of commercial marijuana business activities; and

**WHEREAS**, I-190, as passed by the voters, contained express limitations on the ability of a charter municipality like the City of Great Falls to completely prohibit certain adult-use marijuana providers and dispensaries from being located in the City; and

**WHEREAS**, the 2021 Montana Legislature took action to enact House Bill 701, which amended I-190 and created a different comprehensive structure to allow for and regulate commercial marijuana business activities in Montana; and

**WHEREAS**, one of the specific changes the Montana Legislature made to I-190 through HB 701 was to remove I-190's express limitation on the ability of a charter municipality like the City of Great Falls to completely prohibit certain commercial marijuana business activities; and

**WHEREAS**, the City Commission has taken action to refer a proposed ordinance specifically prohibiting all types of commercial marijuana business activities from operating within the City of Great Falls to a vote of the electors of the City to be conducted on November 8, 2022; and

**WHEREAS**, a lawsuit has now been filed against the City of Great Falls challenging its authority to prohibit commercial marijuana business activities and seeking an order from the District Court requiring the City to allow for such activities within its boundaries; and



**WHEREAS**, the City Commission now wishes to enact an alternative regulatory framework in its Land Development Code that will allow for commercial marijuana business activities within the City of Great Falls, with such framework to become effective and operative only in the event of either (1) a vote of the electors of the City in November of 2022 to not specifically prohibit such activities or (2) the issuance of a Court order directing that the City allow such activities to be conducted within its boundaries.

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

Section 1. The provisions of OCCGF Title 17, Chapter 4, Chapter 8, and Chapter 20, are hereby amended as depicted by Exhibit "A" attached hereto and by reference incorporated herein with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

Section 2. CONTINGENT EFFECTIVE DATE: This ordinance shall in no event be effective any sooner than thirty (30) days after second reading and final adoption as provided by law, but it shall not become effective **except** upon (A) certification by the Cascade County Election Administrator of an election result showing that a majority of the electors of the City of Great Falls voting in the election to be conducted on November 8, 2022 have voted against the enactment of Ordinance 3246 as presented to them via Resolution 10471 OR (B) the issuance of a Court order directing that the City of Great Falls allow commercial marijuana business activities within its boundaries. In the event that neither such contingency ever occurs, this ordinance shall be null, void and of no legal force or effect.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading August 16, 2022.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading and public hearing on September 6, 2022.

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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Jeff Hindoien, City Attorney

**17.4.070 Relationship of this Title to other regulations.**

In addition to meeting the regulations contained in this Title, development shall comply with all applicable regulations of Federal and State agencies. In all cases, the strictest of the applicable provisions shall apply. No use of land shall be permitted by right or conditionally permitted within the incorporated City limits that is in violation of Federal, State, or local law, **except for land uses relating to activities licensed by the Montana Department of Revenue under the Montana Marijuana Regulation and Taxation Act and identified as allowed in 17.20.3.010 and its accompanying exhibits.**

(Ord. 3249, 2022; Ord. 3194, 2019)

**17.8.120 General definitions.**

- A. **Words and terms not defined.** Unless specifically defined in this section, words or phrases used in this Title shall be interpreted so as to give them the meaning they have in common usage and to give this Title its most reasonable application.
- B. **Words and terms defined.** For the purpose of this Title, certain terms and phrases are defined below and shall have the meaning ascribed to them, except where the context clearly indicates a different meaning.

**A**

"A-type sign" See: sandwich board sign.

"Abandoned sign" a sign that has not advertised a bona fide business, product or service for a period of one hundred eighty (180) consecutive days; a sign that is damaged, in disrepair, or vandalized and not repaired within thirty (30) days from the onset of damages.

"Accessible entrance" means an entrance to a facility meeting the minimum accessibility requirements of the Americans with Disabilities Act.

"Accessible route" means a continuous unobstructed path connecting all accessible elements and spaces of a building or facility. Interior accessible routes may include corridors, floors, ramps, elevators, lifts, and clear floor space at fixtures. Exterior accessible routes may include parking access aisles, curb ramps, crosswalks at vehicular ways, walks, ramps, and lifts. (Source: "ADA Standards for Accessible Design" 28 CFR Part 36, revised as of July 1, 1994)

"Accessory building/structure" means any building or structure that is clearly incidental and subordinate to and customarily found with a principal use.

"Accessory land use" See: land use, accessory.

"Accessory living space" means an interior space included as an integral part of a detached garage or other permitted accessory structure that is clearly subordinate to and upon the same lot as a single-family residential home. Similar terms include bonus rooms, craft or hobby rooms, home shops, granny flats, mother-in-law suites, guest houses or bedrooms, carriage houses and the like.

"Accessory use" means a use that is incidental and subordinate to the main use of a property and is located on the same lot as the main use.

"Adjudicative decision" means a decision that is discretionary in nature and that is made by elected or appointed governmental officials in the context of existing standards, requirements, and procedures and that applies to a specific instance. Examples include annexation requests and subdivision proposals.

"Administrative decision" means a decision that is made by a governmental employee in the context of existing standards, requirements, and procedures and that applies to a general or specific instance. For example issuance of a building permit is an administrative decision.

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Administrative government center" means a place and/or building, or portion thereof, that is used or is intended as a governmental office or administrative facility. The term includes post offices, courthouses, correctional and related transitional facilities, and the like.

"Administrative services" means a place and/or building, or portion thereof, that is used or is intended for providing administrative functions where customers are infrequent. The term includes data processing centers, customer service centers via telecommunications, architectural firms, engineering firms, and the like.

"Adult arcade" means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five (5) or fewer individuals per machine at any one (1) time, and where the images so displayed are distinguished or characterized by an emphasis on the depiction or description of specified sexual activities or specified anatomical areas.

"Adult book store/adult video store" means a commercial establishment which, as one (1) of its principal business purposes, offers for sale or rental for any form of consideration any one (1) or more of the following:

1. Books, magazines, periodicals, or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions which are characterized by an emphasis on the depiction or descriptions of specified sexual activities or specified anatomical areas;
2. Instruments, devices, or paraphernalia which are designed for use in connection with specified sexual activities.

"Adult cabaret" means a nightclub, bar, restaurant, or similar commercial establishment which regularly features:

1. Persons who appear semi-nude; or
2. Live performances which are characterized by the exposure of specified anatomical areas or by specified sexual activities; or
3. Film, motion pictures, video cassettes, slides or other photographic reproductions which are characterized by the exhibition or display of specified sexual activities or specified anatomical areas.

"Adult motel" means a hotel, motel, or similar commercial establishment which:

1. offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slide, or other photographic reproductions which are characterized by an emphasis on the depiction or description of specified sexual activities or specified anatomical areas; and has a sign advertising availability of this type of photographs reproduction; or
2. offers a sleeping room for rent for a period of time that is less than ten (10) hours; or
3. allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than ten (10) hours.

"Adult motion picture theater" means a commercial establishment which, for any form of consideration, regularly shows films, motion pictures, video cassettes, slides or similar photographic reproductions that are distinguished or characterized by an emphasis on the depiction or description of specified sexual activities or specified anatomical areas.

"Affordable housing" means a dwelling unit that may be purchased or rented by a household earning no more than one hundred twenty (120) percent of the median annual income in the specified area and where the monthly housing costs do not exceed thirty (30) percent of the family's total monthly income. For example, in an area with a median income of fifteen thousand dollars (\$15,000.00), the term "affordable housing" would only be applied to those households earning less than eighteen thousand dollars (\$18,000.00) ( $\$15,000.00 \times 1.2 = \$18,000.00$ ). For a household with an annual income of fifteen thousand dollars (\$15,000.00), their total housing costs should not exceed three hundred seventy-five dollars (\$375.00) per month ( $(\$15,000.00 \times 0.3) / 12 \text{ months} = \$375.00$ ).

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Aggrieved person" means a person that has or likely will suffer an adverse effect resulting from a decision made pursuant to this Title.

"Agricultural commodity storage facility" means a place and/or building, or portion thereof, that is used or is intended to store bulk food stuffs prior to shipment and/or processing. The term includes grain elevators and such facilities.

"Agricultural water user facility" means those facilities which provide water for agricultural land as defined in 15-7-202, MCA, or which provide water for the production of agricultural products as defined in 15-1-101, MCA, including ditches, pipes, and head gates.

"Agriculture, horticulture, nursery" means a place and/or building, or portion thereof, that is used or is intended for growing fruit, vegetables, flowers, and other plants typically grown on farming operations in the region.

(Ord. 2950, 2007)

"Agriculture, livestock" means a place and/or building, or portion thereof, that is used or is intended for raising horses and/or cattle, exclusively.

"Agriculture sales" means a place and/or building, or portion thereof, that is used or is intended to be used for retail sale of a product(s) unique to and directly related to farm and ranch operations. The term includes feed/seed sales, irrigation equipment sales, farm machinery sales and repair, and the like. The term does not include wholesale sales.

"Air contaminant" means any fume, smoke, particulate matter, vapor, gas, or any combination. The term does not include water vapor or steam condensation.

"Airport" means a place and/or building, or portion thereof, that is used or is intended for the landing and takeoff of airplanes, helicopters, similar craft, including all necessary facilities for the housing and maintenance of the same.

"Airport, private" means an airport that is used by the owner and other persons authorized by the owner and not open for general public use.

"Airport, public" means an airport that is open for general public use.

"Airport elevation" means the highest point of an airport's usable landing area measured in feet from sea level.

"Airport influence area" means all land in the proximity of an airport within a defined boundary, the use of which may be affected by the airport's existence.

"Alley" means a vehicular accessway providing secondary access to the back of lots that front on a street.

"Alteration" See: structural alteration.

"Amateur radio station" means a radio station operated by a federally licensed amateur radio operator as part of the Amateur Radio Service.

"Animal shelter" means a place and/or building, or portion thereof, that is used or is intended to temporarily house stray pets.

"Annexation" means the process of adding land to the jurisdictional area of a city or town.

"Antenna" means a device that can be used to receive and transmit electromagnetic waves. The term includes directional antennas and omni-directional antennas. The term does not include (1) mobile services providing public information coverage of news events of a temporary nature or (2) hand held devices such as cell phones, business-band mobile radios, walkie-talkies, cordless telephones, garage door openers, and similar devices.

"Antenna, building-mounted" means any antenna, other than an antenna with its supports resting on the ground, directly attached or affixed to a building, tank, tower, building-mounted mast less than ten (10) feet tall and six (6) inches in diameter, or structure other than a telecommunication tower.

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Antenna, directional (also known as a panel antenna)" means an antenna that transmits and/or receives radio frequency signals in a directional pattern of less than three hundred sixty (360) degrees.

"Antenna, ground-mounted" means any antenna with its base, single or multiple posts, placed directly on the ground.

"Antenna, omni-directional" means an antenna that transmits and/or receives radio frequency signals in a three hundred sixty-degree radial pattern. For the purpose of this Title, an omni-directional antenna is up to fifteen (15) feet in height and up to four (4) inches in diameter.

"Antenna, parabolic (also known as satellite dish antenna)" means any device incorporating a reflective surface that is solid, open mesh, or bar configured that is shallow dish, cone, horn, bowl or cornucopia-shaped and is used to transmit and/or receive electromagnetic or radio frequency communication/signals in a specific directional pattern. This definition is meant to include, but is not limited to, what are commonly referred to as satellite earth stations and satellite microwave antennas.

"Antenna, portable" means any device used to transmit and/or receive electromagnetic or radio frequency communication/signals in a specific directional pattern, located on a portable or moveable base designed to be placed either for temporary or long-term use at a given site.

"Antenna, vertical" means a vertical type antenna with no horizontal cross-section greater than one-half (½) inch in diameter.

"Appeal" means a process initiated by an aggrieved party to review: (1) a decision made pursuant to this Title; or (2) an alleged failure to act as required by this Title.

"Appellant" means a person who has filed an appeal pursuant to this Title.

"Applicant" means a person who submits an application as required by this Title.

"Approach surface" means a surface longitudinally centered on the extended airport runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope. In plan view, the perimeter of the approach surface coincides with the perimeter of the approach zone.

"Approved plastic" means slow-burning plastic of no greater combustibility than that approved for sign use by Underwriter Laboratories, Inc.

"Aquifer" means a water-bearing, subsurface formation capable of yielding sufficient quantities of water to a water well for a beneficial use.

"Arboricultural standards and specifications" means the standards for the planting, care, and maintenance of trees, shrubs, and landscaping on file with the City Forester.

"Arcade" means a covered walkway often with shops on one (1) side or both.

"Architect" See: registered architect.

"Area of special flood hazard" See: one hundred-year floodplain.

"Artificial obstruction or development" means any obstruction which is not natural and includes any dam, diversion, wall, riprap, embankment, levee, dike, pile, abutment, projection, revetment, excavation, channel rectification, bridge, conduit, culvert, building, refuse, automobile body, fill or other analogous structure or matter in, along, across, or projecting into any one hundred-year floodplain which may impede, retard or alter the pattern of flow of water, either in itself or by catching or collecting debris carried by the water, or that is placed where the natural flow of water would carry the same downstream to the damage or detriment of either life or property.

"Artisan shop" means a place and/or building, or portion thereof, that is used or is intended for creating works of art and/or production of handmade craft items on a small-scale. Examples of such items include paintings, sculptures, pottery, jewelry, hand blown glass, small wooden items, candles, soaps, and lotions.

"Assessed value" means that value established by the State of Montana for taxing purposes.

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Auction sales" means a place and/or building, or portion thereof, that is used or is intended to be used for auctioning goods to the general public. The term does not include estate sales and the like. Vehicle auctions are considered as vehicle sales and rentals.

"Automated teller machine (ATM)" means an automated device for conducting financial transactions.

"Automated teller machine (ATM), exterior" means an automated teller machine that is accessed from outside of an enclosed building.

(Ord. 2950, 2007)

"Average daily traffic (ADT)" means the average number of vehicles passing a specific point on a roadway during a single twenty-four-hour period.

"Average trip generation rate" means the average number of vehicles entering and exiting a site during a twenty-four-hour period.

"Avoid" means to take an action so that a negative impact does not occur.

"Awning or canopy" means a material or structure intended to provide protection from the weather that is mounted on the exterior of a building. Signage placed on an awning or a canopy is calculated as wall signage.

## B

"Bank stabilization" means any effort to harden the bank of a stream to prevent lateral movement. Such measures include: bio-engineering, native material revetment, rip-rap, bin-walls, barbs, vanes, and other such techniques.

"Banner" means fabric, plastic, paper, or other light, pliable material not enclosed in a rigid frame that is suspended, mounted or attached to buildings or poles at two (2) ends or continuously across its longest side.

"Bed and breakfast" means a single family residence that offers overnight accommodations and a meal for a daily charge and which also serves as a primary residence of the operator or owner. (Refer to: 50-51-102, MCA)

"Bench/transit shelter sign" means an off-premise sign attached to a bench or transit shelter.

"Berm" means a mound or embankment of earth, generally man-made.

"Best management practice (BMP)" means, in relation to erosion control, a practice, technique, or measure that is an effective, practical means of preventing and reducing soil erosion and/or water pollution during land development activities. BMPs can be structural, vegetative, or operational practices.

"Bike lane" means a portion of a roadway which has been designated by striping, signing, and pavement markings for the preferential or exclusive use of bicyclists.

"Bike path" means a bikeway physically separated from motorized vehicular traffic by an open space or barrier and either within the roadway right-of-way or within an independent right-of-way.

"Bike route" means a segment of a system of bikeways designated by the jurisdiction having authority with appropriate directional and informational markers, with or without a specific bicycle route number.

"Bikeway" means any road, path, or way which in some manner is specifically designated as being open to bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes.

"Billboard" means a sign larger than two hundred (200) square feet in area, mounted on a permanent structure, designed to advertise products, services, or businesses not available on the premise upon which the sign is located.

"Block" means a group of lots, tracts, or parcels within well-defined and fixed boundaries (e.g., streets and public parks, cemeteries, railroad rights-of-way, shorelines of waterways, municipal boundary lines or subdivision boundary lines).

"Block face" means all of the lots situated on one (1) side of the street.

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Board of Adjustment" means the board of adjustment created by the City Commission and more fully described in this Title.

"Board of County Commissioners" means the governing body of Cascade County, Montana.

"Boulevard" means that area within the street right-of-way not occupied by street paving, curb and gutter, and sidewalks.

"Boulevard, inside" means that portion of the boulevard between the sidewalk and the lot.

"Boulevard, outside" means that portion of the boulevard between the sidewalk and the street.

"Boulevard banner" means a decorative sign constructed of cloth, canvas, or vinyl that contains upper and lower pole pockets and is secured by a pole banner bracket system. Boulevard banners are designed as attachments to street light poles or boulevard lamps and advertise special community events.

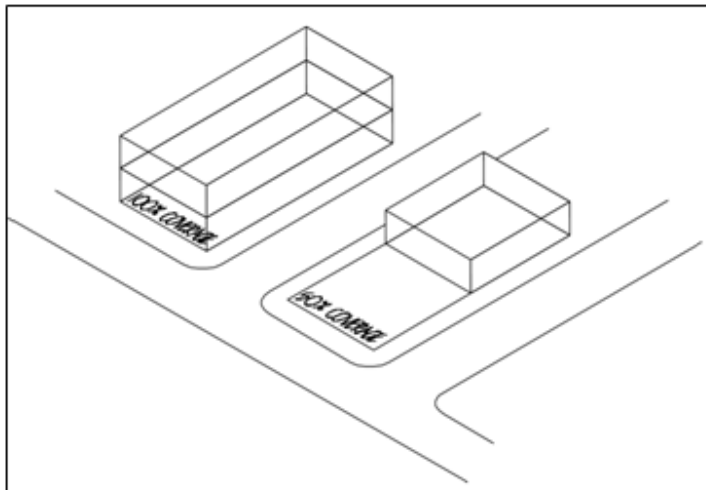
"Buffer area" means a landscaped area intended to separate and partially obstruct the view between uses, serve as an attractive boundary, or both.

"Building" means a structure having a roof supported by walls or columns, or other supports intended for the shelter or enclosure of people, animals, chattels, or property of any kind.

"Building area" means the total horizontal projected area of a building.

"Building coverage" is a measure of land use intensity. It compares the portion of a site that is covered by a building(s) with the overall area of the site. For example, a development consisting of two (2) buildings with a total footprint of 0.6 acres on a 2-acre site has a building coverage of 0.3 or 30 percent ( $0.6 / 2 = 0.3$ ). (Exhibit 8-2)

#### Exhibit 8-2. Building coverage



"Building mass" means the three-dimensional bulk of a building represented by its height, width, and depth.

"Building permit" means a permit that is issued prior to the construction of or addition to a building or structure or the installation of a mobile home.

"Burden of proof" means the obligation of a party to establish a fact by evidence.

"Bus transit terminal" means a place and/or building, or portion thereof, that is used or is intended for loading and unloading of bus passengers along with facilities for ticket sales and food service areas primarily intended for bus passengers.



## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

## C

"Campground" means a place and/or building, or portion thereof, that is used or is intended for public camping, where people can camp, secure tents or cabins, or park trailers, camping trailers, pickup campers, automobiles, and recreational vehicles for camping and sleeping purposes. The term includes accessory buildings such as a laundromat and retail sales for the convenience of campground guests. (Source: 50-52-101, MCA)

"Cascade County Conservation District" means the governmental subdivision of Montana organized in accordance with Title 76, Chapter 15, Part 2, MCA, that functions in Cascade County to address issues relating to soil and water conservation.

"Casino" means any and all establishments that offer legalized gambling authorized under Title 23, Chapter 5, Part 1, et seq., MCA and where any one (1) of the following characteristics applies:

- a. The establishment is referenced as a "casino" or "gambling establishment", or makes any reference to legalized gambling by signage, advertisement or by name; and/or
- b. Five (5) or more gambling machines are on the premises; and/or
- c. A card table is on the premises.

"Casino, type I" means a casino allowed in certain zoning districts only if specific development and appearance standards are met.

"Casino, type II" means a casino allowed in certain zoning districts without specific development or appearance standards.

"Cemetery" means a place and/or building, or portion thereof, that is used or is intended for burial purposes. Accessory uses include columbariums, crematories, mausoleums, and mortuaries when operated in conjunction with and within the boundaries of such area.

"Central Business District" means the C-4 Central Business Core zoning district.

"Certificate of appropriateness" means a permit issued indicating conformance with design guidelines or other similar requirements as contained in this Title.

"Certificate of survey (COS)" means a drawing of a field survey prepared by a registered land surveyor for the purpose of disclosing facts pertaining to boundary locations.

"Changeable copy sign" means a sign whose content is changed by manual, electric, electromechanical or electronic means. Examples include electronic message boards, time and temperature boards or manually changed reader boards.

"Channelization project" means the excavation and/or construction of an artificial channel for the purpose of diverting the entire flow of a stream from its established course.

"City Attorney" means the position of City Attorney for the City of Great Falls.

"City Clerk" means the position of City Clerk for the City of Great Falls.

"City Commission" means the governing body of the City of Great Falls.

"Civic use facility" means a place and/or building, or portion thereof, that is used or is intended for large gatherings of people. The term includes zoos, arenas, stadiums, fairgrounds, and the like.

"Climate controlled indoor storage" means indoor units, accessed from inside a building, for rent or lease and intended for personal storage. Such storage units are heated for a consistent climate. Document storage services are also included in this definition.

"Co-located telecommunication antennae" means an antenna that is mounted on an existing tower.

"Co-location" See: telecommunication facility, co-located.

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Collector street" means a roadway that links local access streets to the arterial roadway network (minor and principal arterials). Speeds are generally lower than on arterials and access to adjacent land uses has a high priority. This is one (1) level in the City's functional classification system for roads within its jurisdiction.

"Color rendering index (CRI)" means a measurement comparing the color of an object under a light source to a reference light source of comparable color temperature. CRI values generally range from 0 to 100. As the CRI approaches 100, the color of the lit object becomes truer or closer to the original color.

"Commercial educational facility" means an educational facility operated by private institutions or individuals that is used or is intended for preparing students for jobs in trades or professions. The term includes music schools, hair styling schools, real estate schools, and the like.

"Commercial kennel" means a place and/or building, or portion thereof, that is used or is intended for housing three (3) or more dogs, cats or other domesticated animals over six (6) months of age or for the purpose of boarding, breeding, training, or sale. The term includes boarding kennels, dog motels, and dog training centers. The term does not include animal hospitals, animal grooming parlors, or pet shops.

"Commercial use" means a use that involves the exchange of cash, goods or services, barter, forgiveness of indebtedness, or any other remuneration in exchange for goods, services, lodging, meals, entertainment in any form or the right to occupy space over any period of time.

"Commercial zoning district" means any zoning district established by this Title that has a "C" followed by a number as its abbreviation (e.g., C-1).

"Community center" means a place and/or building, or portion thereof, that is used or is intended for short-term and intermittent meetings or gatherings of nonresident individuals that are generally open to the public for purposes of recreation, sharing information, entertainment, social service, or similar activities. The term includes fraternal, social, or civic clubs, lodges, union halls, and the like.

"Community cultural facility" means a place and/or building, or portion thereof, that is used or is intended for studying, reading, personal education, or for viewing the visual arts. The term includes libraries, museums, art galleries, observatories, and the like. The term does not include performing arts.

"Community garden" means an outdoor area that is used to grow vegetables, fruits, flowers, and the like by a group of unrelated individuals who primarily use what is grown for their personal use. The community garden can be divided into individual plots of land for the exclusive use of the person assigned each plot, or the entire garden may be a cooperative effort of any number of people, or a combination thereof.

"Community residential facility" means any one (1) of the following as defined:

- a. "Community group home" means a family-oriented residence that is designed to provide residential services for two (2) to eight (8) individuals with severe disabilities and does not provide skilled or intermediate nursing care. The term does not preclude the provision of skilled or intermediate nursing care by third-person providers. (Source: 52-4-202, MCA)
- b. "Youth foster home" means a youth care facility licensed by the State in which one (1) to six (6) children or youth other than the foster parents' own children, stepchildren, or wards are given food shelter, security and safety, guidance, direction, and if necessary, treatment. (Source: 52-2-602, MCA)
- c. "Youth group home" means a youth care facility licensed by the State in which seven (7) to twelve (12) children or youth are given food shelter, security and safety, guidance, direction, and if necessary, treatment. (Source: 52-2-602, MCA)
- d. "Halfway house" means a place and/or building, or portion thereof, that is used or is intended to provide treatment, rehabilitation, and prevention of chemical dependency. (Source: 53-24-103, MCA)
- e. "Adult foster care home" means a private home or other facility that offers only light personal care or custodial care to four (4) or fewer disabled adults or aged persons who are not related to the owner or manager of the home by blood, marriage, or adoption or who are not under the full guardianship of the owner or manager. (Source: 50-5-101, MCA)

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Community residential facility, type I" means a community residential facility with eight (8) or fewer individuals.

"Community residential facility, type II" means a community residential facility with nine (9) or more individuals.

"Composting facility" means a place and/or building, or portion thereof, that is used or is intended for collecting and processing vegetation (but not food wastes) for composting. The term includes the storage and manipulation of materials prior to, during, and following composting.

"Comprehensive sign plan" means a plan submitted for Design Review Board approval in conjunction with a permit application for a building or sign. The plan must show all signage for a planned or existing multi-tenant development.

"Conditional use" See: land use, conditional.

"Conditional use permit" means a permit authorizing establishment of a conditional use consistent with the provisions of this Title.

"Condominium" means a form of ownership with unrestricted right of disposal of one (1) or more units in a multiple unit project with the land and all other parts of the project held in common ownership or use with owners of the other units.

"Conical surface" means a surface extending outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of four thousand (4,000) feet.

"Conservancy area" means a property or portion of a property designated on a recorded plat, deed, covenant, or other legally binding document to protect the natural features of the area designated.

"Conserve" means to manage and use in a prudent and sustainable manner to provide for future availability.

"Construction materials sales" means a place and/or building, or portion thereof, used or is intended for wholesale or retail sales of bulk construction materials such as roofing, lumber, bricks, component parts (trusses), and the like. The term does not include hardware stores, concrete plants, asphalt mixing plants, or any facility that manufactures building materials and offers them for retail sale on the premises.

"Contractor yard" means a place and/or building, or portion thereof, that is used or is intended to be used by a contractor/builder with one (1) or more of the following: construction material storage, machinery storage or repair, including trucks and heavy equipment, shops, and office space.

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

"Contractor yard, type II" means a contractor yard that would be compatible in size and scope with industrial and commercial activities as defined by performance standards herein described or as may be adopted.

"Contributing structure, building or property" means a structure, building or property within a historic district that contributes to the historic integrity of the district.

"Convenience sales" means a place and/or building, or portion thereof, that is used or is intended for personal services or retail sale of a limited product line of frequently needed personal items. The term includes convenience stores, small grocery stores, barber shops, beauty parlors, and the like.

"County Clerk and Recorder" means the Clerk and Recorder for Cascade County.

"Covenant" means a legally binding agreement contained in a deed, declaration, or other legal document or on the face of a plat that restricts or regulates the use of specified real property.

"Critical habitat" means the area occupied by a species which contains those physical and biological features that are (1) essential to the conservation of the species and (2) which may require special considerations or protection. Critical habitat shall not include the entire geographic area which can be occupied by the species.

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Cumulative effect" means a noticeable overall effect which results from the incremental effects of other projects, where the increment from each project may not necessarily be noticeable or considered unacceptable.

"Curb" means the barrier used to separate roads and other vehicle use areas from the surrounding environs.

"Curb cut" means the width of the opening in the curb along a street that provides vehicular access to private property.

"Curb line" means the line at the back of the curb nearest to the lot line. In the absence of a curb, the curb line is established by the City Engineer.

"Curb radius" means the radius of the circle formed by the curve of the curb at the corner.

"Curb ramp" means a short ramp cutting through a curb or built up to it.

"Cutoff luminaire" means a luminaire where less than two and one-half (2.5) percent of the lamp lumens occur at or above the horizontal plane and no more than ten (10) percent of the lamp lumens occur above eighty (80) degrees.

## D

"Date of completeness" means the date an application is deemed complete by the City.

"Day care center" means a place and/or building, or portion thereof, that is used or is intended to provide day care to children on a regular basis. The operation may include pre-school services/activities (Source: 52-2-703, MCA) (Ord. 2950, 2007)

"Deck" means an above-ground, unroofed platform extending from a building and intended for outdoor living.

"Dedication" means the deliberate appropriation of land by an owner for any general and public use, reserving to the landowner no rights that are incompatible with the full exercise and enjoyment of the public use to which the property has been devoted. (Source: 76-3-103(3), MCA)

"Demolition" means an act or process that destroys, in whole or in part, a structure.

"Demolition by neglect" means the gradual destruction of a building or structure due to a lack of normal maintenance.

"Demolition permit" means a permit issued consistent with this Title authorizing the complete or partial demolition of a structure.

"Density" means the number of dwelling units per acre, calculated as follows: number of dwelling units divided by the acreage of the parcel of land, whether gross or net. As the context would indicate, density can be based on the actual, proposed, or permitted number of dwelling units.

"Density, gross" means the density based on the acreage of the entire parcel of land. For example, a development of twenty (20) houses on a forty-acre parcel of land has a gross density of one-half of one (0.5) dwelling units per gross acre ( $20 / 40 = 0.5$ ).

"Density, net" means the density based on the acreage of the entire parcel of land, excluding the acreage used for parks or which will not be further developed. For example, a development of twenty (20) houses on a forty-acre parcel of land, with twenty (20) acres in a floodplain or a conservation easement, has a net density of 1 dwelling units per net acre ( $40 - 20 / 20 = 1$ ).

"Department Director" means a City of Great Falls official designated as the head of a specific City Department, or his/her designee, authorized to act on his/her behalf.

(Ord. 2950, 2007)

"Design review" means an evaluation of a project's design features as enumerated in this Title including architecture, site layout, and landscaping.

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Design Review Board" means that board created by the City Commission to administer the design review process consistent with this Title.

"Design wavier" means a grant of relief from the strict application of the adopted regulations that will avoid unintended and unwanted results and therefore result in a better development.

"Detention" means the temporary storage of storm runoff in a stormwater management practice with the goals of controlling peak discharge rates and providing gravity settling of pollutants.

"Detention facility" means a detention basin or alternative structure designed for the purpose of temporary storage of stream flow or surface runoff and gradual release of stored water at controlled rates.

"Development" See: land development.

"Development exaction" means money, land (on-site or off-site), or infrastructure (on-site or off-site) that a developer provides to a local unit of government to alleviate a specified impact created by the proposed development. The nature of the mitigation is determined on a case-by-case basis.

"Deviation, major" means a deviation from the terms of a permit or other approval other than a minor deviation.

"Deviation, minor" means a deviation from the terms of a permit or other approval issued pursuant to this Title that is necessary in light of technical or engineering considerations first discovered after the permit issuance or other approval and not reasonably anticipated during the review process and if had been known during the review process would not have materially altered the decision to issue the permit or approval.

"Diameter at breast height (DBH)" means a tree measured four and one-half (4½) feet above the ground surface on the uphill side of the tree. For a multi-trunk tree, DBH is the sum of the diameter of the three (3) largest trunks.

"Directional sign" means a sign that designates the location or direction of a place or area.

"Discourage" means to avoid or hinder an event or some occurrence.

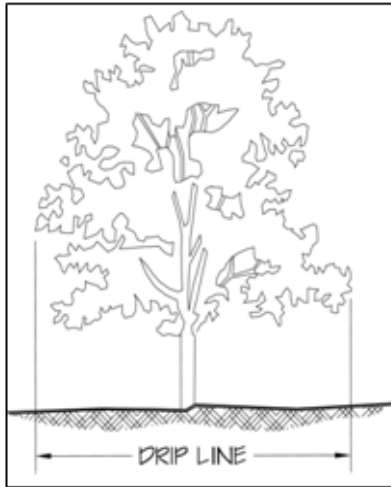
"Display surface" means the area of a sign structure that displays the advertising message.

"District" See: zoning district.

"Division of land" means the segregation of one (1) or more parcels of land from a larger tract held in single or undivided ownership by transferring or contracting to transfer title to or possession of a portion of the tract or properly filing a certificate of survey or subdivision plat establishing the identity of the segregated parcels pursuant to the Montana Subdivision and Platting Act. The conveyance of a tract of record or an entire parcel of land that was created by a previous division of land is not considered a division of land. (Source: 76-3-103(4), MCA)

"Drainage way" means any channel that conveys surface runoff throughout the site.

"Drip line" means a vertical line that extends from the outermost edge of the tree canopy to the ground. (Exhibit 8-3)

**Exhibit 8-3. Drip line**

"Dwelling unit" means a single building or portion thereof providing complete, independent living facilities for one (1) family, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

**E**

"Easement" means a less than fee interest to use the property of another for specific purposes.

"Easement, private road and public utility easement" means an easement shown on a plat where private roads are located and where public utility companies may place utility service for customers.

"Easement, public road and public utility easement" means an easement shown on a plat where public roads are located and where public utility companies may place utility service for customers.

"Educational facility (K—12)" means a place and/or building, or portion thereof, that is used or is intended for use as a preschool, elementary, junior high, or high school.

"Educational facility (higher education)" means any place and/or building, or portion thereof, that offers or is intended to provide secondary education. The term includes colleges, universities, community colleges, and vocational schools. On campus housing and dormitories to accommodate enrolled students are considered an accessory use.

"Electric sign" means a sign containing electrical wiring.

"Electronic message board" See: changeable copy sign.

"Electronic message display" means a sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means. (Ord. 3139, 2016)

"Emergency shelter" means a place and/or building, or portion thereof, that is used or is intended to provide temporary housing and ancillary services to primarily indigent, needy, homeless, or transient individuals.

"Encourage" means to stimulate, foster, or help advance an event or some occurrence.

"Engineer" See: registered professional engineer.

"Engineering department" means the Engineering Department for the City of Great Falls.

"Enhance" means to improve or increase in value or attractiveness.

"Ensure" means to guarantee or make sure something will happen.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Environmental assessment" means a written report that documents the environmental, social, and cultural impacts and consequences of a proposed development project.

"EPA's Menu of BMPs" means the manual prepared by the Environmental Protection Agency.

"Erosion" means the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

"Erosion and sediment control plan" means a plan that is designed to minimize the accelerated erosion and sediment runoff at a site during construction activities.

"Erosion control" means a measure that prevents erosion.

"Erosion control permit" means a permit issued by the municipality for the construction or alteration of ground improvements and structures for the control of erosion, runoff, and grading.

"Establish" means to construct, place, insert, or excavate.

"Exaction" See: development exaction.

"Examining land surveyor" means a registered land surveyor appointed by the City to review surveys and plats submitted for filing.

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision where the construction of facilities for servicing the manufactured home lots is completed before the effective date of the floodplain management regulations. This includes, at a minimum, the installation of utilities, the construction of streets, and either final site or grading, or pouring of concrete pads.

"Ex parte communication" means any form of communication (e.g., written, verbal), whether voluntary or occurring inadvertently, that occurs prior to and outside of the public hearing between an individual who will vote on an adjudicative matter pending before the decision-making body on which he/she serves and another individual and which relates to the matter pending.

**F**

"Factory-built home" See: Residence, manufactured/factory built.

"Family" means an individual, or two (2) or more individuals related by blood, marriage or adoption or other legal means, or a group of not more than five (5) individuals who are not related by blood, marriage or adoption, living together as a single housekeeping unit within a dwelling unit.

"Family day care home" means a private residence in which day care (meaning care is less than twenty-four (24) hours per day) is provided to three (3) to six (6) children from separate families on a regular basis. (Source: 52-2-703, MCA)

"Family, immediate" means a person who is a natural or legally defined offspring, spouse, sibling, parent, grandchild, grandparent, mother-in-law or father-in-law.

"Feather pole banner" means a sign with or without characters, letters, illustrations, or ornamentations applied to cloth, paper, flexible plastic, or fabric of any kind with only such material for backing. Feather flags are generally a single sign attached to a support post and typically having a dimensional ratio of 4 feet high to 1 foot wide and less than fifteen (15) feet height. This definition also applies to tear drop flags, windfeather flags, bow flags, and other similar type signs. (Ord. 3139, 2016)

"Fee in lieu" means a payment of money in place of meeting all or part of the storm water performance standards required by this ordinance.

"Fence" means a structure around the perimeter of a space that provides privacy, aesthetics, or security.

"Financial services" means a place and/or building, or portion thereof, that is used or is intended for providing financial and banking services. The term includes banks, savings and loan institutions, other lending institutions, and check cashing facilities. The term does not include automated teller machines, which are considered an accessory use to commercial enterprises.

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Finding" means a written conclusion or determination that is considered in reaching a decision.

"Fish habitat structure" means any structure that is designed to create fish habitat. Examples include random instream boulder cover and bank cover. This term is to be narrowly construed to exclude any structure which may offer fish habitat as a secondary benefit.

"Flag" means a square, rectangular, or triangular piece of fabric that is mounted along one (1) side upon a pole, cable, or rope.

"Floor area" means the total horizontal area contained within the outside perimeter of a building.

"Foot-candle" means a measure of light falling on a given surface. One (1) foot candle is equal to one (1) lumen per square foot.

"Foundation planting" means plant material placed in planting beds along and near a foundation of a building. Intended to complement the building and connect the building to the site.

"Freestanding sign - a.k.a. pole sign" means a sign supported wholly by a pole or poles, I-beam, or a structure in the ground with no part of itself attached to a building.

"Freight terminal" means a place and/or building, or portion thereof, that is used or is intended for unloading, loading or storage of freight for routing or reshipment.

(Ord. 2950, 2007)

"Frontage" means a side of a building that faces a public right-of-way or provides off-street parking, or provides a customer entrance, or any side of a lot or parcel that borders on a public right-of-way.

"Frontage road" See: road, frontage.

"Fuel tank farm" means a place and/or building, or portion thereof, that is used or is intended for commercial bulk storage of petroleum products or any other fuel.

"Fugitive dust" means solid airborne particulate matter resulting from any activity conducted on a parcel zoned, or used, for industrial purposes.

"Full-cutoff luminaire" means a luminaire where no light occurs above the horizontal plane and no more than ten (10) percent of the lamp lumens occur above eighty (80) degrees.

"Funeral home" means a place and/or building, or portion thereof, used or intended for the care and preparation of human dead for burial. The term includes funeral homes and mortuaries.

## G

"Gaming, accessory" means a portion of a hotel, motel, restaurant or tavern with legalized gambling authorized under Title 23, Chapter 5, part 1, et seq., MCA, permitted with specific development and use standards.

"Garage, attached private" means a private garage sharing and attached to all or a portion of one or more walls of the primary residence, or included as an integral part of the residence. A private garage attached by a breezeway or similar connection to a primary residence is considered a detached private garage.

"Garage, detached private" means a private garage that is physically separated from the principal residence, or attached to the principal residence by means of a breezeway or similar connection.

"Garage, private" means a building that is intended to house vehicles and household items belonging to the owner or occupant of the principal residence.

(Ord. 2950, 2007)

"Garage sales" means the occasional non-business public sale of secondhand household goods and other goods incidental to household uses. The term also includes yard sales, patio sales, and the like. The term does not include any sales defined as itinerant outdoor sales.



## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

(Ord. 2950, 2007)

"General repair" means a place and/or building, or portion thereof, that is used or is intended for the repair of consumer goods such as shoes, bicycles, appliances, business equipment, small engines, and the like. The term does not include repair of vehicles or industrial equipment.

"General sales" means a place and/or building, or portion thereof, that is used or is intended for retail sale of goods, commodities, or products to the end consumer.

"General services" means a place and/or building, or portion thereof, that is used or is intended for providing services not otherwise included in any other service type category. The term includes photography studios, weight loss centers, commercial postal services, beauty shops, pet grooming shops, photocopying and printing services, linen services, dry cleaning services, diaper services, and the like.

"Geological hazard" means the potential for geological instability arising from geologic features or conditions, including faults, landslides, avalanches, stream channel movement, fluvial erosion, and the like.

"Glare" means luminance in excessive of what the human eye is accustomed to resulting in annoyance, discomfort, or loss of visual performance and visibility.

"Golf course/driving range" means a place, whether organized for profit or not, that is used or is intended for playing golf.

"Grade control structure" means a structure consisting of stones, rocks, or analogous material that is placed on the bed of a stream to control or otherwise influence the grade of the stream.

"Grading" means the excavation or fill of soil material, including the resulting conditions thereof.

"Groundcover" means a low-growing plant material (other than turf grass) that characteristically does not grow higher than eighteen (18) inches and forms a more or less continuous cover over the ground surface.

"Groundwater" means water occupying the voids within a geologic stratum and within the zone of saturation.

"Group day care home" means a private residence in which day care (meaning care is less than twenty-four (24) hours per day) is provided to seven (7) to twelve (12) children on a regular basis. (Source: 52-2-703, MCA)

"Growth policy" means that document the City Commission has adopted consistent with 76-1-601, MCA.

## H

"Hazard" means any condition, whether man-made or natural, which presents a tangible danger to the public health, safety, and general welfare.

"Hazard to air navigation" means an obstruction determined to have a substantial adverse effect of the safe and efficient utilization of the navigable airspace.

"Hazardous substance" means any material regulated by the "Emergency Planning and Community Right-to-Know Act of 1986" 42 USC 1101-11050, as may be amended.

"Hazardous waste" means a waste or combination of wastes that because of its quantity, concentration, or physical, chemical, or infectious characteristics, may (1) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of or otherwise managed. The term does not include substances governed by Title 82, Chapter 4, Part 2, MCA. (Source: 75-10-403, MCA)

"Health care clinic" means a place and/or building, or portion thereof, that is used or is intended for providing medical services including prevention, diagnosis, treatment, or rehabilitation. The term includes dental clinics, doctor's offices, and sports medicine facilities. The term does not include those uses as classified as a health care facility.

(Ord. 2950, 2007)

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Health care facility" means a place and/or building, or portion thereof, whether public or private, excluding federal facilities, whether organized for profit or not, that is used or is intended to provide health services, medical treatment, or nursing, rehabilitative, or preventative care to any person or individuals. The term does not include offices of private physicians or dentists. The term includes ambulatory surgical facilities, hospitals, kidney treatment centers, long-term care facilities, medical assistance facilities, mental health centers, outpatient facilities, public health centers, rehabilitation facilities, residential treatment facilities, and adult day-care centers as defined in State law. (Source: 50-5-101, MCA)

"Health care sales and services" means a place and/or building or portion thereof, that is used or intended to provide for the sale of health care products and services. The term includes pharmacies, vision care facilities, hearing aid facilities, prosthetic facilities, etc.

(Ord. 2950, 2007)

"Height" means a line of measurement between two (2) given points contained in a plane that is perpendicular to horizontal ground level. See Section 17.8.090 for definition of "building height." (Ord. 2950, 2007)

"Heli-pad" means a place that is used or intended to land helicopters.

"Historic district" means a geographically defined area that possesses a significant concentration, linkage or continuity of sites, buildings, structures or objects united historically or aesthetically by plan or physical development.

"Historic Preservation Advisory Commission (HPAC)" means the commission created jointly by the Great Falls City Commission and Cascade Board of County Commissioners to administer its local preservation program consistent with State and local requirements and/or guidelines.

"Historic Preservation Officer" means the individual so designated by the City.

"Historic structure" means any structure that is a contributing or a primary structure or any structure individually listed on the National Register of Historic Places.

"Home occupation" means any occupation, profession, enterprise, or similar activity that is conducted on the premises of a single-family residence as an accessory use and that would be compatible in size and scope in an urban residential setting. The term does not include hobbies or similar non-commercial activities or any activity that would meet the definition of heavy industry.

"Homeowners association" means a corporation consisting of homeowners and created pursuant to State law for the purpose of owning, operating, and maintaining various common properties.

"Horizontal surface" means a horizontal plane one hundred fifty (150) feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.

"Hotel/motel" means a building that is used, intended, kept, maintained as, advertised as, or held out to the public to be a hotel, motel, inn, motor court, tourist court, public lodging house, or place where sleeping accommodations are furnished for a fee to transient guests (as defined in State law) with or without meals. (Source: 50-51-102, MCA)

"Hotspot" means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

"Household" means one (1) or more individuals (related or unrelated) that usually occupy a dwelling unit.

I

"Illuminance" means the amount of light falling on a surface. Illuminance may be measured in lux or in foot-candles.

"Illuminating Engineering Society of North America (IESNA)" means a professional organization that was created to advance knowledge and disseminate information for the improvement of the lighted environment to the benefit of

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

society. Its membership includes engineers, architects, designers, manufacturers, contractors, distributors, utility personnel, educators, students, and scientists.

"Immediate family" means a spouse, children by blood or adoption, and parents.

"Impervious surface" means that portion of a lot that substantially reduces or prevents the infiltration of stormwater into the ground. It includes areas of compacted soil and surfaces such as buildings, sidewalks, parking lots, driveways, and similar features.

"Incidental sign" means a sign indicating services, credit cards, hours of operation, or other similar information that pertains to the premises where the sign is located.

"Indoor entertainment" means a place and/or building, or portion thereof, that is used or is intended for indoor entertainment of all types. The term includes theaters, movie theaters, dance halls, theaters for performing arts, and the like.

"Indoor sports and recreation" means a place and/or building, or portion thereof, that is used or is intended for indoor recreation of all types. The term includes bowling alleys, skating rinks, billiard and pool halls, arcades, athletic clubs, indoor racquetball courts, athletic training centers, gyms, and the like.

"Industrial, heavy" means a place and/or building, or portion thereof, that is used or is intended for the following or similar uses: processing or manufacture of materials or products predominantly from extracted or raw materials; storage of or manufacturing processes using flammable or explosive materials; or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. The term includes motor vehicle assembly, oil refineries, textile production, sawmills, post and pole plants, log yards, asphalt and concrete operations, primary metal processing, and the like.

"Industrial, light" means a place and/or building, or portion thereof, that is used or is intended for the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales and distribution of such products, but excluding basic industrial processing. The term includes furniture production, metal fabrication, apparel manufacturing, printing, publishing, and the like.

"Industrial park" means a planned and coordinated development designed to accommodate a variety of and more than two (2) industrial uses.

"Industrial zoning district" means any zoning district established by this Title that has an "I" followed by a number as its abbreviation (e.g., I-1).

"Infill development" means the construction of new structures on one (1) or more vacant lots within a previously established or approved development or area.

"Inhabited area" means any residence, any other structure regularly occupied by people, or any outdoor area used by people on a regular basis.

(Ord. 2950, 2007)

"Institutional use" means a public and/or quasi-public land use typically engaged in community service, health care, or educational land uses including but not limited to: governmental facilities, worship facilities, community centers, K—12 and higher education facilities, and health care facilities.

"Instream structure" means any structure that is placed within the ordinary high water mark for irrigation purposes, for controlling lateral or horizontal stream movement. Examples include bank stabilization, grade control structures, headgates, and the like.

"Instructional facility" means any place and/or building, or portion thereof, that is used or is intended to offer instruction, training, or tutelage in such areas as gymnastics, dance, art, music, martial arts, and the like.

"International Building Code" current, adopted edition of the International Building Code published by the International Codes Council.

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Interstate highway" means a roadway intended to carry vehicles over long distances with access restricted to interchanges. This is one (1) level in the City's functional classification system for roads within its jurisdiction.

"Itinerant outdoor sales" means a place that is used or is intended for retail sales over a limited duration. The term includes seasonal sales such as fireworks and Christmas trees, flea markets, and the like. The term does not include private yard or garage sales or the sale of agricultural products produced on the premises.

"Irrigation ditch" means a man-made structure to carry water for irrigation purposes.

"Irrigation system" means a permanent, artificial watering system designed to transport and distribute water to landscape plants.

## J

"Junk vehicle" means a discarded, ruined, wrecked, or dismantled motor vehicle, including component parts, which is not lawfully and validly licensed and remains inoperative or incapable of being driven. (Source: 75-10-501, MCA)

"Junk yard" means a place and/or building, or portion thereof, that is used or is intended for selling, exchanging, storing, cleaning, packing, processing, or otherwise handling salvage materials.

## L

"Land clearing" means the removal of trees, understory, shrubbery, brush, groundcover, and/or topsoil from any part of the land. The term does not include standard maintenance practices including lawn mowing, pruning, and the like.

"Land development" means any activity that must comply with the provisions of this Title.

"Landscape architect" See: registered landscape architect.

"Landscape plan" means a scaled plan that shows the areas of a site to be landscaped and provides design, planting, and irrigation specifications.

"Landscaping" means living material (e.g., turf grass, ground cover, shrubs, vines, hedges) and nonliving durable material commonly used in landscaping (e.g., bark, rocks, pebbles, decorative walls, fences, art and benches).

"Landslide" means a natural movement of a large mass of soil and/or rock moving down slope under gravitational forces.

"Land use" means, as the context would indicate, (1) the development that has occurred on the land (2) development that is proposed on the land, or (3) the use that is permitted on the land under an adopted and legally enforceable regulatory framework.

"Land use, accessory" means any land use that is clearly incidental and subordinate to and customarily found with a principal land use.

"Land use, beneficial" means any use of a parcel of land that is common in the region, on similarly situated properties, even if it does not involve development.

"Land use, conditional" means a land use that would not be appropriate generally or without restriction throughout a specified area but which, if controlled as to the number, area, location, or relation to the neighborhood, could promote the public health, safety, or general welfare.

"Land use, permitted by right" means a land use that is allowed throughout a specified area. Land uses permitted by right shall be reviewed to ensure that all provisions of local, State, or federal regulations are met.

"Land use, principal" means the dominant land use of a parcel of land.

"Land use, water-dependent" means any land use that is by necessity dependent upon access to a water body for water-borne transportation including ports or marinas, recreation, electrical generating facilities, or water supply.

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Land use, water-related" means any land use that is not by necessity dependent upon access to a water body, but which predominantly provides goods and services that are directly associated with water-dependent land uses.

"Large equipment rental" means a place and/or building, or portion thereof, that is used or is intended for renting large equipment that is normally stored out of doors. Typical items would include trucks, vertical lifts, fork lifts, back hoes, other types of heavy equipment, and modular buildings.

"Larger than utility runway" means a runway that is constructed for and intended to be used by propeller-driven aircraft of greater than twelve thousand five hundred (12,500) pounds maximum gross weight and jet powered aircraft.

"Lattice tower" means a self supporting support structure, erected on the ground, which consists of metal crossed strips or bars to support antennas and related equipment.

"Legislative decision" means a decision generally discretionary in nature, made by elected governmental officials, that creates a new law or that repeals or modifies a previously adopted law. The adoption of a local comprehensive plan or a zoning code is an example of a legislative decision.

"Levee" means a manmade structure, usually earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as drainage and closure devices, which are constructed and operated in accordance with sound engineering practices.

"Local street" means a roadway intended to predominantly provide access to adjoining properties. Traffic speeds are characteristically lower and access to and from driveways is frequent. This is one (1) level in the City's functional classification system for roads within its jurisdiction.

"Light manufacturing and assembly" means a place and/or building, or portion thereof, that is used or is intended for manufacturing and/or assembly of goods where no air contaminants or potentially offensive odors are emitted outside of the building or area of manufacture/assembly; no radioactive materials or hazardous substances or hazardous wastes or regulated substances are handled or produced. Such uses do not produce offensive noises outside of the building or area of manufacturing/assembly. Such uses typically have relatively small volumes of products shipped in and out, so as to not adversely impact neighboring uses (such as residential, office or commercial in mixed use zones). Typical uses include assembly of computers; testing, producing and/or packaging software; packaging of pre-made goods; etc. This term does not include any uses specifically listed under the definition of "industrial, light".

"Light meter" means a device that measures the amount of light energy falling on a given surface.

"Light trespass" means light emitted by a lighting installation that falls outside the boundaries of the property on which the installation is sited.

"Lighting fixture" See: luminaire.

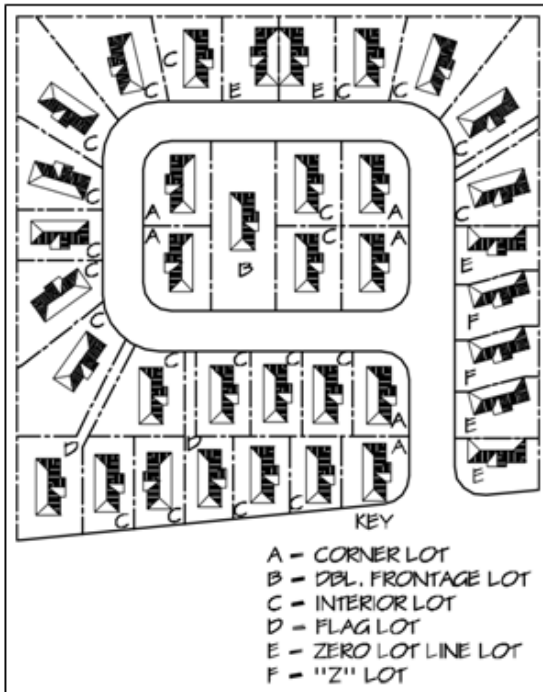
"Loading area" means an off-street area set aside for the purpose of unloading or loading a motor vehicle, trailer, or truck.

"Local services" means any and all services or facilities the City is authorized to provide.

"Logo" means a graphic design representing an activity, service, or business.

"Lot" means a parcel of ground with a definable location based on a recorded survey or similar instrument. (Exhibit 8-4)

## Examples of lot types



"Lot, corner" means a lot situated at the junction of and fronting on two (2) or more roadways. A lot abutting on a curved street shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than one hundred thirty-five degrees.

"Lot, flag" means a lot with access provided by a corridor from a street to the bulk of the lot.

"Lot, interior" means a lot that abuts only one (1) road.

"Lot, through" means a lot having a frontage on two (2) more or less parallel streets.

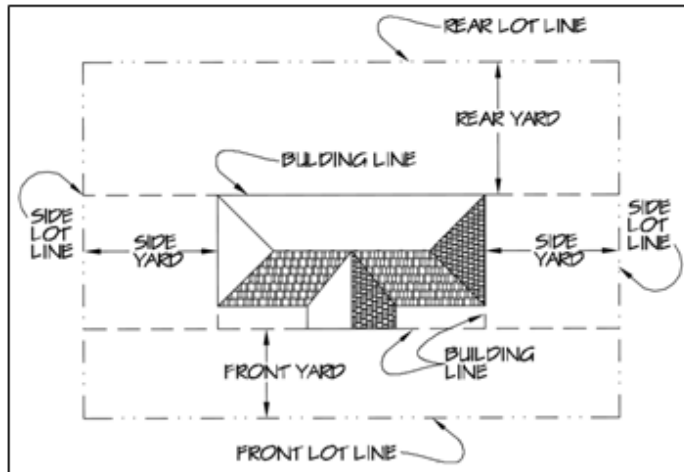
"Lot, Z" means a type of interior lot that is generally situated on an angle to the street.

"Lot, zero lot line" means a lot where the building is placed on or near one (1) of the side lot lines.

"Lot area" means the area of the horizontal plane bound by the vertical planes through front, rear, and side lot lines.

"Lot coverage" is a measure of land use intensity. It compares the portion of a site that is covered by impervious surfaces with the overall area of the site. For example, a two-acre site with one-half of one (0.5) acres of impervious surface has a lot coverage of 0.25 or twenty-five (25) percent ( $0.5 / 2 = 0.25$ ).

"Lot line" means a line dividing one (1) lot from another lot or from a street or alley.

**Exhibit 8-5. Lot lines and types of yards**

"Lot line, front" means a lot line described for each of the following types of lots: on an interior lot, the lot line abutting a street; or, on a corner lot, the shorter lot line abutting a street; or, on a through lot, the lot line abutting the street providing the primary access to the lot; or, on a flag lot, the interior lot line most parallel to and nearest the street from which access is obtained (Exhibit 8-5).

"Lot line, rear" means a lot line that does not intersect a front lot line and that is most distant from and most closely parallel to the front lot line (Exhibit 8-5).

"Lot line, side" means a lot line not a front or rear lot line (Exhibit 8-5).

"Low-profile sign" means a freestanding pole or monument sign with a height limit of 8 feet from finished grade to the top of the sign structure.

"Lowest floor" means any floor used for living purposes, storage, or recreation or that could be converted to such a use.

"Lumen" means a measure of light energy generated by a light source. Manufacturers list ratings for all their lamps. Average lumen ratings are slightly lower than initial lumen ratings.

"Luminaire" means a complete lighting unit consisting of a light source and all necessary mechanical, electrical, and decorative parts.

**M**

"Maintain" means to support, keep, and continue in an existing State or condition without decline.

"Manufactured home" See: Residence, manufactured/factory-built.

"Manufactured home park or subdivision" means a parcel or contiguous parcels of land divided into two (2) or more manufactured home lots for rent or sale.

"Manufactured housing sales" means a place and/or building, or portion thereof, that is used or is intended for on-site display and sales of mobile homes, modular homes, or other forms of manufactured housing.

**"Marijuana" means all plant material from the genus Cannabis containing tetrahydrocannabinol (THC) or seeds of the genus capable of germination. The term does not include hemp, including any part of that plant, including the seeds and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3% on a dry weight basis, or commodities or products manufactured with hemp, or any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products. The term does not include a drug approved by the**

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

United States food and drug administration pursuant to section 505 of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. 301, et seq.

(Ord. 3249, 2022)

"Marijuana cultivation" means a use licensed by the State of Montana to: (a) plant, cultivate, grow, harvest, and dry marijuana; and (b) package and relabel marijuana produced at the location in a natural or naturally dried form that has not been converted, concentrated, or compounded for sale through a licensed dispensary.

(Ord. 3249, 2022)

"Marijuana dispensary" means a use licensed by the State of Montana to: (a) obtain marijuana or marijuana products from a licensed cultivator, manufacturer, dispensary, or other licensee approved under this chapter; and (b) sell marijuana or marijuana products to registered cardholders, adults that are 21 years of age or older, or both.

(Ord. 3249, 2022)

"Marijuana manufacturing" means a use licensed by the State of Montana to convert or compound marijuana into marijuana products, marijuana concentrates, or marijuana extracts and package, repack, label, or relabel marijuana products.

(Ord. 3249, 2022)

"Marijuana testing laboratory" means a use licensed by the State of Montana to: (a) provide testing of representative samples of marijuana and marijuana products; and (b) provide information regarding the chemical composition and potency of a sample, as well as the presence of molds, pesticides, or other contaminants in a sample.

(Ord. 3249, 2022)

"Marijuana transporter" means a use licensed by the State of Montana to transport marijuana and marijuana products from one marijuana business to another marijuana business, or to and from a testing laboratory, and to temporarily store the transported retail marijuana and retail marijuana products at its licensed premises, but is not authorized to sell marijuana or marijuana products to consumers under any circumstances.

(Ord. 3249, 2022)

"Market value" means the value as reported on Cascade County Assessor's roll.

"Marquee" means a permanent, roofed structure that projects over public property and is attached to and supported by a building.

"Marquee sign" means a sign attached to a marquee.

"Mean sea level" means the National Geodetic Vertical Datum (NGVD) of 1929 or other datum to which base flood elevations are referenced.

"Micro-brewery" means a place and/or building, or portion thereof, which is used or is intended for (1) the manufacture of malt beverages and (2) the sale and on-site consumption of those beverages, along with other beverages and food.

"Mini-storage facility" means a place and/or building, or portion thereof, that is divided into individual spaces and that is used or is intended as individual storage units that are rented, leased, or owned. The term includes a tract of land used to store vehicles that are not for sale or trade.

"Miniature golf" means a place and/or building, or portion thereof, that is used or is intended for playing miniature golf.

"Minimize" means that no other alternative would result in a lesser impact.



## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Minor arterial" means a roadway that is designed to carry vehicles quickly from place to place, but access to adjacent land use has a high priority. This is one (1) level in the City's functional classification system for roads within its jurisdiction.

"Mitigate" means to take an action designed to offset or rectify a negative effect.

"Mixed-use building" means a building that contains two (2) or more of the following uses: residential, retail, office, employment, or civic.

"Mixed-use zoning district" means any zoning district established by this Title that has an "M" followed by a number as its abbreviation (e.g., M-1).

"Mobile home" means a dwelling unit that is: (1) constructed off-site; and (2) equipped with the necessary utility service connections; and (3) made so as to be readily movable as a unit or units on its (their) own running gear; and (4) designed to be used with or without a permanent foundation.

"Mobile home pad" means the area of a mobile home space which has been prepared for the placement of a mobile home.

"Mobile home park" means a place providing two (2) or more mobile home lots for lease or rent to the general public. (Source: 50-52-101 MCA)

"Mobile home space" means a designated portion of a parcel of land designed for the accommodation of one (1) mobile home and its accessory buildings or structures for the exclusive use of the occupants.

"Mobile home subdivision" means a tract of land specifically designed, improved and maintained for locating mobile homes, which is platted into lots, blocks and streets and the lots then sold or rented to the occupant.

"Modular home" See: Residence, manufactured/factory-built.

"Monopole" is a wireless communication facility which consists of a monopolar structure, erected on the ground to support wireless communication antennas and connecting appurtenances.

"Monument" means any structure of masonry, metal, or other permanent, durable material placed in the ground, which is exclusively identifiable as a monument to a survey point, expressly placed for surveying reference.

"Monument sign" means a low-profile, freestanding sign whose entire structure consists of solid material. Monument signs, in their entirety, are limited to a total height of eight (8) feet.

"Motor vehicle graveyard" means a place and/or building, or portion thereof, that is maintained and operated by a county and that is used or is intended as a collection point for junk motor vehicles prior to their disposal. (Source: 75-10-501, MCA)

"Motor vehicle wrecking facility" means a place and/or building, or portion thereof, that is used or is intended for buying, selling, or dealing in four (4) or more vehicles per year, of a type required to be licensed, for the purpose of wrecking, dismantling, disassembling, or substantially changing the form of the motor vehicle; or a facility that buys or sells component parts, in whole or in part, and deals in secondhand motor vehicle parts. A facility that buys or sells component parts of a motor vehicle, in whole or in part, is a motor vehicle wrecking facility whether or not the buying or selling price is based upon weight or any other type of classification. The term does not include a garage where wrecked or disabled motor vehicles are temporarily stored for a reasonable period of time for inspection, repairs, or subsequent removal to a junkyard. (Source: 75-10-501, MCA)

"Mulch" means nonliving organic and synthetic materials customarily used in landscape design to retard erosion and retain moisture, and that provide a protective covering around plants to reduce weed growth and to maintain even temperatures around plant roots. Examples include bark, wood chips, and coffee bean hulls.

## N

"National Register of Historic Places" means the official list of the Nation's historic places worthy of preservation. Authorized under the National Historic Preservation Act of 1966 and administered by the National Park Service, it is part of a national program to coordinate and support public and private efforts to identify, evaluate and protect

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

our historic and archaeological resources. Properties listed in the National Register include districts, sites, buildings, structures, and objects that are significant in American history, architecture, archeology, engineering, and culture.

"Native material revetment" means bank stabilization using root wads, logs, boulders, vegetation plantings, and sod mats. This type of design improves visual and biological values as opposed to some of the more "hard" approaches such as rip-rap.

"Neighborhood council" means the elected body for one (1) of the neighborhood districts within the City.

"Neighborhood district" means the geographic area established pursuant to the City's Charter.

"Neighborhood plan" means a plan for a geographic area within the boundaries of the jurisdictional area that addresses one (1) or more of the elements of the growth policy in more detail. (Source: 76-1-103, MCA)

"New construction" means structures for which the start of construction, substantial improvement, or alteration commences on or after the effective date of these regulations.

"NIER" means non-ionizing electromagnetic radiation, which is electromagnetic radiation primarily in the visible, infrared, and radio frequency portions of the electromagnetic spectrum.

(Ord. 2950, 2007)

"Noncombustible material" means material that does not ignite at or below a temperature of one thousand two hundred (1,200) degrees Fahrenheit during a five-minute exposure and that does not continue to burn or glow at that temperature, as specified in the current, adopted edition of the International Building Code.

"Nonconforming building" means any building that at the time of construction conformed to existing rules and regulations, but is now inconsistent with this Title.

"Nonconforming structure" means any structure that at the time of construction or placement conformed to existing rules and regulations, but is now inconsistent with this Title.

"Nonconforming use" means any use of land that at the time of establishment conformed to existing rules and regulations, but is now inconsistent with this Title.

"Noncontributing structure, building or property" means a structure, building or property within a historic district that does not contribute to the historic integrity of the district.

"Non-cutoff luminaire" means a luminaire where a considerable amount of light occurs above the horizontal plane.

"Non-ionizing electromagnetic radiation (NIER)" means electromagnetic radiation primarily in the visible, infrared, and radio frequency portions of the electromagnetic spectrum.

"Non-precision instrument runway" means runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned.

"Nonstructural trim" means molding battens, caps, nailing strips, latticing, walkways, cutouts, or letters attached to a sign structure.

"Noxious weed" means any exotic plant species established or that may be introduced in the State which may render land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses or that may harm native plant communities and that is designated by the Montana Department of Agriculture or by a weed management district.

"Nursing home" means a place that provides twenty-four-hour services including room and board to unrelated residents who because of their mental or physical condition require nursing care.

## O

"Occupancy" means the purpose for which a building, or part thereof, is used or intended to be used.

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Off-premise sign" means a sign that directs attention to a business, commodity, service, activity, or product not sold, conducted, or offered for sale on the premise where the sign is located.

"Off-site facility" means any facility located outside of the subject property.

"Off-site liquor sales" means a place and/or building, or portion thereof, that is used or is intended for retail sales of alcoholic beverages for off-site consumption. The term includes package liquor stores.

"On-premise sign" means a sign that directs attention to a business, commodity, service, activity, or product sold, conducted, or offered for sale on the premise where the sign is located.

"On-site construction office" means a building placed on a construction site that is used by the contractor as a field office and removed when construction is complete.

"On-site facility" means any facility located inside of the subject property.

"On-site real estate sales office" means a residential dwelling in a residential development that is temporarily used as a sales office for other on-site residential dwellings.

"Open space" means a vacant, undeveloped or unimproved parcel or area of land that is intended to remain free of development. Such lands typically include undeveloped park lands or other public lands, private lands in high hazard areas or with conservation easements, open water bodies, etc.

"Ordinary high-water mark" means the line that water impresses on land by covering it for sufficient periods to cause physical characteristics that distinguish the area below the line from the area above it. Characteristics of the area below the line include, when appropriate, but are not limited to deprivation of the soil of substantially all terrestrial vegetation and destruction of its agricultural value. A floodplain adjacent to surface waters is not considered to lie within the surface waters' high-water mark. (Source: 23-3-301, MCA)

"Outdoor entertainment" means a place and/or structure, or portion thereof, that is used or is intended for outdoor, spectator-type uses or events. The term includes race tracks, motocross courses, sports arenas, concerts, religious assemblages, and the like.

"Outdoor entertainment, temporary" means a short-term outdoor event such as concerts, performances, religious assemblages and the like. The term does not include sporting events such as motocross, auto racing and the like.

(Ord. 2950, 2007)

"Overall development plan" means the master site plan for a single tract of land showing the proposed project submitted for review and the conceptual layout of land excluded from the project. It is intended to show how the entire property will likely be developed over time.

"Overlay district" means a geographic area that is placed over land use districts that adds additional requirements to those of the underlying district.

"Owner of record" means the person, or persons, that are listed in the official county records as the legal owners of a tract of record.

**P**

"Parapet" means a low protective wall or railing along the edge of a raised structure such as a roof.

"Parcel of land" means a unit of land all parts of which are contiguous, including contiguous lots, in the possession of, owned by, or managed by the same person.

"Park" means a place and/or building, or portion thereof, that is used or is intended for recreational activities for use by the general public or by a homeowners' association. The term includes developed and undeveloped areas and neighborhood recreation centers.

"Park dedication" means land set aside by the developer for park purposes.

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Park dedication, cash-in-lieu of" means a cash payment that is equal to the assessed value of the land that would have been dedicated for park dedication purposes.

"Parking garage" means an off-street building used to temporarily park vehicles.

"Parking lot" means an off-street area, located beyond the right-of-way or easement of a street, used to temporarily park vehicles.

"Parking lot, principal use" means an off-street parking facility intended to temporarily store vehicles, not accessory to any principal use.

(Ord. 2950, 2007)

"Parking structure" means a multilevel structure that is used or is intended for parking motor vehicles for a short duration. The term does not include underground parking.

"Pedestrian pass-through" means a walkway that provides unconstrained pedestrian access through a building.

"Pedestrian scale (human scale)" means the proportional relationship between the dimensions of a building or building element, street, outdoor space, or streetscape element and the average dimensions of a human body, taking into account the perceptions and walking speed of a typical pedestrian.

"Perimeter control" means a barrier that prevents sediment from leaving a site by filtering sediment-laden runoff or diverting it to a sediment trap or basin.

"Permanent foundation" means a continuous foundation wall around the perimeter of a building.

"Permit" means a written governmental authorization allowing the holder to take action not otherwise allowed.

"Permitted use" means a use which may be lawfully established in a particular district or districts provided it conforms with all requirements, regulations, and standards of such district.

"Person" means any individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other legal entity.

"Planned unit development (PUD)" means a land development project consisting of residential clusters, industrial parks, shopping centers, or office building parks that comprise a planned mixture of land uses built in a prearranged relationship to each other and having open space and community facilities in a common ownership or use. (Source: 76-3-103, MCA)

"Planning Board" means the Great Falls Planning Advisory Board.

"Plat" means a graphical representation of a subdivision showing the division of land into lots, blocks, streets, alleys, and other divisions and dedications.

"Plat, amended" means a plat showing adjustments to a final plat that has been recorded with the County Clerk and Recorder.

"Plat, concept" means a drawing of a proposed subdivision that is general in nature and shows the essential elements of the project.

"Plat, final" means a plat to be filed with the County Clerk and Recorder and that contains all of the elements and requirements set forth in this Title and the Montana Subdivision and Platting Act.

"Plat, preliminary" means a plat that is submitted for review and that contains the minimum information required in this Title and the Montana Subdivision and Platting Act.

"Pole sign - a.k.a. freestanding sign" means a sign supported wholly by a pole or poles, I-beam or structure in the ground and not a part of or attached to a building at any point.

"Pollution or pollutants" means the presence in the outdoor atmosphere, ground, or water of any substance, contaminant, noise, or any other manmade or man-induced alteration of the chemical, physical, biological, or radiological integrity of air, soils, or water, in quantities or at levels which are or may be potentially harmful or

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

injurious to human health or welfare, animal or plant life, or property, or unreasonably interfere with the enjoyment of life or property.

"Pollution, nonpoint source" means a diffuse source of pollution resulting from the activities of man over a relatively large area, the effects of which normally must be addressed or controlled by a management practice rather than by an engineered containment or structure. (Source: 16.20.1001, ARM)

"Pollution, point source" means a single, discernable source of pollution resulting from the activities of man, the effects of which normally must be addressed or controlled by an engineered system.

"Porch" means a part of a building with a roof of its own that covers an entrance.

"Portable sign" means a sign that is not permanently affixed to a building, structure, or the ground.

"Precision instrument runway" means a runway having an existing instrument approach procedure utilizing an instrument landing system or a precision approach radar. It also means a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document.

"Premise" means a single tract of land; whether described by metes and bounds, certificate of survey, and/or by lot or lots and block designation as in a recorded plat, which at the time of application for a building permit or for taxation is designated by its owner or developer as the tract to be used, developed or built upon as a unit of land under single ownership or control.

"Preserve" means to save from change or loss and reserve for a special purpose.

"Primary structure, building or property" means a structure, building or property within a historic district that contributes to the historic integrity of the district.

"Principal arterial" means a road that carries vehicles efficiently from place to place. Access to adjacent land uses is a minor function for this classification. This is one (1) level in the City's functional classification system for roads within its jurisdiction.

"Principal building" means the primary building on a lot or a structure that houses a principal use.

"Principal land use" See: land use, principal.

"Private stable/barn" means a place and/or building, or portion thereof, that is used or is intended for noncommercial activities relating to rearing, training, and riding horses or raising other permitted livestock. This term includes pole barns.

"Professional engineer" See: registered professional engineer.

"Professional services" means a building, or portion thereof, that is used or is intended to house services involving predominantly professional, clerical, or similar operations where customers come on a regular basis. The term includes law offices, real estate offices, insurance offices, travel agencies, and the like.

"Prohibited lawn signs" include, yard signs, bandit signs, placards, and road signs, among other names used for advertising, products, businesses, services, and charities, educational, political, ideological, or religious advertisement that are temporary in nature and placed in landscaped areas of a premise. (Ord. 3139, 2016)

"Projecting signs" means those signs which project over the public rights-of-way at any point. All other signs projecting from the building face are designated as "free standing signs" provided they are contained upon private property entirely. (Ord. 3139, 2016)

"Projection" means the distance by which a sign extends over public property or beyond the building.

"Public improvement" means any structure or facility constructed to serve the residents of a subdivision or development project or the general public.

"Public notice" means that way in which a government uses or is required to use to formally notify people of a proposed governmental hearing or action.

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"Public safety facility" means any place and/or building, or portion thereof, whether public or non-public, that is used or is intended for housing public safety services. The term includes ambulance services, fire stations, police stations, and the like.

"Public service use or facility" means a use operated or used by a public body or public utility in connection with any of the following services: water, waste water management, public education, parks and recreation, fire and police protection, solid waste management, transportation or utilities.

"Public view" means a point six (6) feet above the surface of the center of any adjacent public right-of-way including but not limited to avenues, streets and alleys.

"Public way" means and includes all public streets and utility easements, now and hereafter owned by the City, but only to the extent of the City's right, title, interest or authority to grant a license to occupy and use such streets and easements for telecommunications facilities.

**Q**

"Quasi-public use" means a use serving the public at large, and operated by a private entity under a franchise or other similar governmental authorization, designed to promote the interests of the general public or operated by a recognized civic organization for the benefit of the general public.

**R**

"Railroad yard" means a place and/or building, or portion thereof, that is used or is intended for switching train cars, loading and unloading cars, and where train cars and engines are serviced and stored while not in use.

"Readily visible" means an object that stands out as a prominent feature of the landscape when viewed with the naked eye.

"Real estate sign" means a sign pertaining to the sale, lease or rental of land or buildings.

"Recharge" means the replenishment of underground water reserves.

"Recreation trail" means a linear path which may be dedicated to a single use or multiple uses. Examples include hiking trails, bike trails, x-country ski trails, and horse trails.

"Recreational vehicle" means a vehicular type unit primarily designed as a temporary living quarters for recreational, camping, or travel use that either has its own motor power or is mounted on or drawn by another vehicle.

"Recreational vehicle park" means a tract of land available to and principally used by the public for camping, where people can park recreational vehicles for camping and sleeping purposes.

"Recreational vehicle space" means a designated portion of a recreational vehicle park designed for the placement of a single recreational vehicle and the exclusive use of its occupants.

"Recycling center" means a place and/or building, or portion thereof, that is used or is intended for collecting and/or processing recoverable materials prior to shipment to others who use those materials to manufacture new products. Typical types of recoverable materials include glass, newspaper, metal, and plastic. The term shall not include a junk yard.

"Redevelopment" means the development of a site where the site was at one (1) time developed and has been, or will be, cleared in whole or in part, to allow new construction.

"Registered architect" means an individual licensed to practice architecture in Montana.

"Registered land surveyor" means an individual licensed to practice surveying in Montana.

"Registered landscape architect" means an individual licensed to practice landscape architecture in Montana.

"Registered professional engineer" means an individual licensed to practice engineering in Montana.

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"Regulated substance" means any hazardous substance as defined in 75-10-602, MCA, or petroleum, including crude oil or any fraction thereof, which is liquid at standard conditions of temperature and pressure. This term does not include hazardous wastes as regulated by State law.

"Related equipment" means all equipment ancillary to the transmission and reception of voice and data via radio frequencies. Such equipment may include, but is not limited to cable, conduit, and connectors.

"Remainder" means that part of an original tract which is not created for transfer, but which is left after parcels are segregated for transfer. (See letter of opinion from Montana Attorney General to Robert M. McCarthy, April 22, 1987)

"Remodel" means to only change the interior and/or exterior appearance of a structure, where there is not a change in the footprint and does not constitute alteration or substantial improvement.

"Residence, accessory" means a place and/or building, or portion thereof, that is used, or is intended to provide housing, as a single-family residence for a caretaker, employee or owner of the non-residential principal use and the like. This residence is accessory to a non-residential principal use. (Ord. 2950, 2007; Ord. ~~No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012~~)

"Residence, condominiums" means separately owned single-family dwelling units with common elements located on property submitted to the provisions of the Montana Unit Ownership Act, Title 70, Chapter 23, MCA.

"Residence, manufactured/factory-built" means a single-family dwelling unit built in a factory in accordance with the United States Department of Housing and Urban Development code or approved by the Montana Department of Labor and Industry Building Codes Bureau.

"Residence, multi-family" means a single building situated on one (1) lot and that contains three (3) or more separate dwelling units. Entrances to the dwelling units may be separate or combined. The units may be rented or owned as in a condominium. (Ord. ~~No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012~~)

"Residence, single-family detached" means a single building that is situated on one (1) lot, contains one (1) dwelling unit, and is not attached to any other dwelling unit by any means. The term includes factory-built homes, manufactured homes, and stick-built homes, but excludes mobile homes.

"Residence, townhouse" means a building containing multiple dwelling units where they are adjacent to one another on separate lots each having separate entrances.

"Residence, two-family" means a building or buildings that are situated on one (1) lot and that contains a total of two (2) dwelling units. (Ord. ~~No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012~~)

"Residence, zero lot line" means a single building that is situated on one (1) lot, contains one (1) dwelling unit, and is not attached to any other dwelling unit by any means. The side wall of the building is placed directly on or very close to one (1) of the adjoining side yard property boundary lines. The term includes factory-built homes, manufactured homes, and stick-built homes, but excludes mobile homes.

"Residential zoning district" means any zoning district established by this Title that has an "R" followed by a number as its abbreviation (e.g., R-1).

"Restaurant" means a place and/or building, or portion thereof, that is used or is intended for the preparation and sale of food and beverages for consumption on or off site, and where consumption of beer, wine, or other liquors, if any, is clearly secondary and subordinate to the sale of food and beverages. The term does not include a grocery or convenience store with a food service section. Such establishments may include a drive-through window, and may or may not include on-site seating.

(Ord. 2950, 2007)

"Retirement home" means a place and/or building, or portion thereof, that is used or is intended to provide living quarters for individuals generally sixty-two (62) years of age or older. Limited commercial and medical facilities constructed and used for the exclusive use of residents shall be an accessory use of the retirement home. The term includes assisted living facilities wherein skilled or intermediate nursing care is not provided on a full time basis.

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Rezoning" See: zoning map amendment.

"Right-of-way" means that land which the Montana Department of Transportation, county, or City has title to, or right of use, for public roads and appurtenances, including utilities.

"Right-of-way" means a strip of land dedicated or acquired for public use.

"Riprap" means a structure consisting of stone and or rocks (not concrete or other cement product) that is placed along the bank or bed of a stream for the purpose of alleviating lateral bank erosion.

"Riverfront Corridor" means the area along River Drive and Giant Springs Road extending between the southern and northeastern limits of the City.

"Road" See: street.

"Road maintenance agreement" means a written instrument recorded with the County Clerk and Recorder that defines how a private road will be maintained in perpetuity, or until such time as the City, county, or the State accepts it as a public road, and the rights and obligations of the parties to the agreement.

"Roadside farmer's market" means a place and/or building, or portion thereof, that is used or is intended for the retail sale of produce grown exclusively on the premises.

"Roof sign" means a sign attached to roof structure - including parapet, fascia and rake framing, walls and/or columns of a building so that a portion of the advertising display is at or above roof level.

"Rotating sign" means a sign or portion of a sign that revolves or rotates.

"Runway" means a defined area on an airport prepared for landing and takeoff of aircraft along its length.

## S

"Salvage material" means material or fragments of material discarded as waste in manufacturing operations, or machines, tools, equipment or parts of these, no longer in serviceable condition, or such items and materials no longer used for their original intent or purpose or such items or materials which are valuable only as raw material for reprocessing. Examples include metal, rubber, textiles, rope, paper, leather, lumber, plastics, and equipment made of these.

"Sandwich board sign a.k.a. A-type sign" means a portable sign that rests on the ground and is not permanently attached to anything.

"Satellite earth station" means a telecommunication facility consisting of more than a single satellite dish smaller than ten (10) feet in diameter that transmits to and/or receives signals from an orbiting satellite.

"Screening" means a feature, such as a wall, fence, hedge, berm, or similar feature, used to shield or obscure elements of a development from adjacent sites.

"Secondhand sales" means a place and/or building, or portion thereof, that is used or is intended for retail sale of goods and merchandise which are not being sold for the first time. The term includes secondhand stores, thrift stores, consignment shops, and the like.

"Security lighting" means outdoor lighting used for, but not limited to, illumination for walkways, roadways, equipment yards, parking lots, and outdoor security where general illumination for safety or security of the grounds is of primary concern.

"Sediment control" means any measure that prevents eroded sediment from leaving the site.

"Semi-cutoff luminaire" means a luminaire where less than five (5) percent of the lamp lumens occur above the horizontal plane and no more than twenty (20) percent of the lamp lumens occur above eighty (80) degrees.

"Setback" means a specified horizontal distance between two (2) actual or imaginary objects (e.g., property lines, ordinary high water mark, buildings, wells, septic systems, etc.)



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"Sexually-oriented business" includes the following types of uses: adult arcades, adult book stores/adult video stores, adult cabarets, adult motels, and adult motion picture theaters.

"Shared parking" means one (1) or more parking spaces that, partially or entirely, meet the parking requirements of two (2) or more uses.

"Shopping center" means more than one (1) sales or service use built on a single site which is planned, developed, and managed as an operating unit and has an accumulated gross floor area exceeding thirty-five thousand (35,000) square feet on a site at least two (2) acres in size. Typical features include one (1) or more anchor tenant(s), freestanding buildings containing restaurants or other commercial uses, and on-site employee and customer parking.

"Shrub" means a self-supporting woody perennial plant that characteristically grows to a height of twelve (12) feet at maturity. It typically has multiple stems and branches continuous from the base.

"Sidewalk café" means an outdoor dining area located upon public property, including a sidewalk, and operated as an integral part of an adjacent restaurant where food and beverages are sold or served primarily for consumption on the premises.

"Sidewalk food vendor" means the sale of food and beverage from a mobile cart located on public property or within the public right-of-way.

"Sign" means a notice bearing a name, direction, warning, or advertisement that is displayed or posted for public view.

"Sign structure" means the supports, uprights, braces and framework of a sign.

"Silhouette" means a representation of the outline of a structure, especially a tower and antenna associated with a telecommunication facility, as seen from an elevation perspective.

(Ord. 2950, 2007)

"Site-built home" means a dwelling unit that is constructed on the site on which it will be located.

"Site plan" means a plan drawn to scale that shows the layout of existing and proposed features including property lines, easements, structures, uses, utilities, parking areas, streets, signs, buffers, landscaping, adjacent land uses and other information as may be required.

"Small equipment rental" means a place and/or building, or portion thereof, that is used or is intended for renting small equipment and supplies that typically are stored indoors. Typical rentals include hand tools, party equipment, lawn care and yard equipment.

"Soil amendment" means organic and inorganic materials added to soil to improve texture, nutrients, moisture holding capacity, and infiltration.

"Soil stabilization" means the use of practices that prevent exposed soil from eroding.

"Solid waste" means all putrescible and nonputrescible wastes. (Refer to: 75-10-103, MCA)

"Solid waste transfer station" means a place and/or building, or portion thereof, that is used or is intended for temporary collection of solid waste prior to transport to a processing plant or to final disposal. (Refer to: 16.14.403, ARM)

"Special event" means a promotional or community event, e.g. a bazaar, street fair, show, exhibition, sporting event or fun run.

"Special exception" See: conditional use.

"Special improvement district (SID)" means a geographic area established by a local governing body where property owners pay a special assessment to finance public improvements (e.g., sidewalks, lighting).

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Specified anatomical areas" means the male genital in the state of sexual arousal and/or the vulva or more intimate parts of the female genitals.

"Specified sexual activity" means and includes any of the following: (1) the fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts; (2) sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; (3) masturbation, actual or simulated; or (4) excretory functions as part of or in connection with any of the activities set forth in parts 1 through 3 of this definition.

"Start of construction" means the first land-disturbing activity associated with a development, including land preparation such as land clearing, grading, and filling; installation of streets and walkways; excavation for basements, footings, piers, or foundations; erection of temporary forms; and installation of accessory buildings such as garages.

"State" means the State of Montana.

"Stoop" means a raised platform in front of an entrance to a building with one (1) or more steps.

"Stop work order" means an order issued by the City which requires that any activity found in violation of this Title cease.

"Storage container" means an enclosed metal container exceeding ninety (90) cubic feet that is typically used to temporarily store merchandise.

"Stormwater" means water from a rainfall event or melting snow that flows over the ground surface.

"Stormwater detention structure" means a structure designed to collect and temporarily store stormwater with subsequent gradual release.

"Stormwater management" means the use of structural or non-structural practices that are designed to reduce storm water runoff pollutant loads, discharge volumes, peak flow discharge rates and detrimental changes in stream temperature that affect water quality and habitat.

"Stormwater retention structure" means a structure designed to collect and prevent the release of a given volume of stormwater by complete on-site storage.

"Stormwater retrofit" means a stormwater management practice designed for an existing development site that previously had either no stormwater management practice in place or a practice inadequate to meet the stormwater management requirements of the site.

"Stormwater runoff" means flow on the surface of the ground, resulting from precipitation.

"Stormwater treatment practices" means measures, either structural or nonstructural, that are determined to be the most effective, practical means of preventing or reducing point source or non-point source pollution inputs to stormwater runoff and water bodies.

"Stream" means a natural body of running water flowing continuously or intermittently in a channel on or below the surface of the ground.

"Street" means a public access way within a public right-of-way or private easement.

"Structural alteration" means any change or addition to a structure that increases its external dimensions and/or increases its potential flood hazard.

"Structure" means any permanent or temporary object that is constructed, installed, or placed by man, the use of which requires a location on a parcel of land. It includes buildings of all types, bridges, instream structures, storage tanks, fences, swimming pools, towers, poles, pipelines, transmission lines, smokestacks, signs, and other objects.

"Structure ridgeline" means the line along the top of a roof or top of a structure, if it has no roof.

"Subdivider" means any person which causes land to be subdivided or which proposes a subdivision. (Source: 76-3-103(15), MCA).

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"Subdivision" means a division of land or land so divided that it creates one (1) or more parcels containing less than one hundred sixty (160) acres that cannot be described as a one-quarter (¼) aliquot part of a United States government section, exclusive of public roadways, in order that the title to or possession of the parcels may be sold, rented, leased, or otherwise conveyed and includes any re-subdivision and further includes a condominium or area, regardless of its size, that provides or will provide multiple space for recreational camping vehicles or mobile homes. (Source: 76-3-103(16), MCA)

"Subdivision, major" means a subdivision not qualifying as a minor subdivision.

"Subdivision, minor" means a subdivision containing five (5) or fewer lots where proper access to all lots is provided and where no land in the subdivision will be dedicated to public use for parks or playgrounds, and the subdivision is eligible for review under 76-3-505 or 76-3-609, MCA.

"Substantial improvement" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either: (1) Before the improvement or repair is started; or (2) If the structure has been damaged, and is being restored, before the damage occurred. For the purposes of this definition, substantial improvement is considered to occur when the first construction to any wall, ceiling, floor, or other structural part of the building commences. The term does not include: (1) Any project for improvement of a structure to comply with existing State or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or (2) Any alteration of a structure listed on the National Register of Historic Places or State Inventory of Historic Places.

"Suitable fill" means material which is stable, compacted, well-graded, pervious, generally unaffected by water and frost, devoid of trash or similar foreign matter, devoid of tree stumps, or other organic material; and is fitting for the purpose of supporting the intended use of and/or permanent structure.

"Surveyor" See: registered land surveyor.

**T**

"Tavern" means a place and/or building, or portion thereof, that is used or is intended for retail sales of alcoholic beverages for on-site consumption and where food consumption, if any, is clearly secondary to the sale of alcoholic beverages. The term includes bars and lounges.

"Taxi cab dispatch terminal" a place and/or building, or portion thereof, that is used or is intended for dispatching taxi cabs and where taxi cabs are kept while not in use.

"Telecommunication equipment building, shelter or cabinet" means a cabinet or building used to house equipment used by telecommunication providers to house equipment at a facility.

(Ord. 2950, 2007)

"Telecommunication facility" means a facility that transmits and/or receives electromagnetic signals. It includes antennas, microwave dishes, horns, and other types of equipment for the transmission or receipt of such signals, telecommunication towers or similar structures supporting said equipment, equipment buildings, parking area, and other accessory development.

"Telecommunication facility, co-located" means a telecommunication facility comprised of a single telecommunication tower or building supporting one (1) or more antennas, dishes, or similar devices owned or used by more than one (1) public or private entity.

"Telecommunication facility, commercial" means a telecommunication facility that is operated primarily for a business purpose or purposes.

"Telecommunication facility, concealed" means (1) an antenna that a casual observer would consider it a part of the structure to which it is attached or made a part of, or (2) an antennae and tower structure that is camouflaged to blend into the surroundings (e.g., camouflaged trees).

"Telecommunication facility, multiple user" means a telecommunication facility comprised of multiple telecommunication towers or buildings supporting one (1) or more antennas owned or used by more than

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

one (1) public or private entity, excluding research and development industries with antennas to serve internal uses only.

"Telecommunications facility, noncommercial" means a telecommunication facility that is operated solely for a non-business purpose.

"Telecommunication facility, unconcealed" means an antenna mounted on a tower or mounted on the ground.

"Telecommunications tower" means a mast, pole, monopole, guyed tower, lattice tower, free-standing tower, or other structure designed and primarily used to support antennas. A ground or building mounted mast greater than ten (10) feet tall and six (6) inches in diameter supporting one (1) or more antenna, dishes arrays, etc. shall be considered a telecommunications tower.

"Temporary sign" means a sign, banner, pennant, valance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard, plywood or other light material, with or without frames, intended for display during a limited period of time.

"Tract of record" means an individual parcel of land, irrespective of ownership, that can be identified by legal description, independent of any other parcel of land, using documents on file in the records of the County Clerk and Recorder's office. (Source: 76-3-103(17)(a), MCA)

"Traffic impact analysis" means a written report that documents the traffic impacts and consequences of a proposed development project. Typical components would address each of the following: (1) existing conditions, (2) on-site traffic circulation (3) impacts on public roads; and (4) recommendations/alternatives to alleviate identified impacts.

"Transit shelter sign" means an off-premise sign painted on or posted within a transit shelter.

"Tree" means a self-supporting woody plant that characteristically grows to a minimum height of fifteen (15) feet at maturity and has a trunk which can be maintained over five (5) feet of clear wood.

"Tree, protected" means a tree on public property that may be threatened with removal or damage during a construction project.

(Ord. 2950, 2007)

"Tree, significant" means a tree that is six (6) inches or larger in trunk diameter when measured at one (1) foot above the ground.

(Ord. 2950, 2007)

"Turf or turfgrass" means hybridized grasses, that when regularly mowed characteristically forms a dense growth of leaf blades and roots.

## U

"Uniformity ratio" means the ratio of average illumination to minimum illumination within a given area.

"Use by right" See: land use, permitted by right.

"Utility installation" means a place, building and/or structure, or portion thereof, whether public or private, that is used or is intended for providing basic infrastructure or utility services generally having moderate to high impact on neighboring property. The term includes pipeline pumping stations, sewage treatment plants, electrical substations, water towers and the like. It does not include public water system wells, sewer lift stations, irrigation ditches, or linear electric, communications or natural gas utilities, and the like.

"Utility runway" means runway that is constructed for and intended to be used by propeller-driven aircraft of twelve thousand five hundred (12,500) pounds maximum gross weight and less.

## V

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Variance" means a grant of relief from the strict application of a rule or regulation that would permit development in a manner otherwise prohibited.

"Vehicle fuel sales" means a place and/or building, or portion thereof, that is used or is intended for the retail sale of gasoline, kerosene, diesel, or other petroleum-based motor fuels. The term includes the sale of convenience foods and goods, provided it is ancillary to the sale of fuels, and light maintenance activities, such as engine tune-ups, lubrication, minor repairs, and the like.

"Vehicle repair" means a place and/or building, or portion thereof, that is used or is intended for maintenance, service, and repair of vehicles. Typical services include transmission repair, body work and painting, brake repair, vehicle upholstery, tire shop, engine repair and overhauls, and similar activities.

"Vehicle sales and rental" means a place and/or building, or portion thereof, that is used or is intended for buying, selling, exchanging, taking for consignment, renting, or leasing new or used vehicles, including cars, light trucks, snowmobiles, motorcycles, all-terrain vehicles (ATVs), recreational vehicles, personal water craft.

"Vehicle services" means a place and/or building, or portion thereof, that is used or is intended for servicing vehicles where they typically are not left overnight. Examples include quick lube/oil change, car washes, tire stores, vehicle cleaning including cleaning, washing, polishing, waxing, or similar activities.

"Vehicular use area" means those areas of a lot used for vehicle circulation and parking, including loading berths, parking lots, service drives, internal roads, and the like.

"Vendor cart" means a small non-motorized vehicle equipped with all necessary appurtenances to prepare and serve a limited menu and beverages.

"Veterinary clinic" means a place and/or building, or portion thereof, that is used or is intended for the medical care of animals. A veterinary clinic may include office space, medical labs, appurtenant facilities, and kennels and/or enclosures for animals under the immediate medical care of a veterinarian. The term includes pet clinics, dog and cat hospitals, animal hospitals, and the like.

"Veterinary clinic, large animal" means a veterinary clinic that specializes in the care and treatment of large animals and livestock.

"Veterinary clinic, small animal" means a veterinary clinic that specializes in the care and treatment of small animals including dogs, cats, birds, and other small domesticated and semi-domesticated animals.

"Vicinity map" means a map that shows the location of a proposed project relative to other parcels and roads in the area.

"Visual runway" means a runway intended solely for the operation of aircraft using visual approach procedures.

## W

"Wall sign" means a sign attached to the wall of a building or structure with the exposed face of the sign in a plane parallel to the plane of the wall. Wall signs include signs painted on awnings and the exterior walls of buildings.

"Warehouse" means a place and/or building, or portion thereof, that is used or is intended for the storage of goods and materials, for wholesale sales, temporary storage, and distribution. The term includes moving and storage facilities. The term does not include fuel tank farms.

"Water quality volume (WQ<sub>v</sub>)" means the storage needed to capture and treat ninety (90) percent of the average annual stormwater runoff volume. Numerically (WQ<sub>v</sub>) will vary as a function of long term rainfall statistical data.

"Water right" means a legal right to use water that is protected under Montana law.

"Waterbody" includes rivers, streams, creeks, irrigation ditches, lakes, and ponds, both natural and man-made.

"Wind-powered electricity systems" means

"Small wind-powered electricity systems" have a rated capacity of up to and including one hundred (100) kilowatts (kW) and are incidental and subordinate to a permitted use on the same parcel. A system is

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

considered a small wind-powered electricity system only if it supplies electrical power solely for on-site use, except that when a parcel on which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company as may be governed by applicable state statutes.

"Large wind-powered electricity systems" have a rated capacity of over one hundred (100) kilowatts (kW) and are intended to produce electricity for use on-site and/or sale to a rate regulated utility company or other off-site provider of electric power. Such systems may also be termed as "commercial wind-powered electricity systems".

"Tower Height" means the vertical measurement from the base of the tower to the top of the tower itself or the tip of the highest piece of equipment attached thereto. In the case of building-mounted towers the height of the tower does not include the height of the building on which it is mounted.

"Wetland" means those ecological entities so defined by the current edition of the "Federal Manual for Identifying and Delineating Wetlands".

"Wildland fire" means an unplanned and uncontrolled fire spreading through vegetation that may also consume structures or other improvements as well.

"Window sign" means a sign affixed to a window.

"Worship facility" means a place and/or building, or portion thereof, that has tax-exempt status and that is used or is intended as a place where people can regularly assemble for religious worship and associated activities. The term includes sanctuaries, chapels, cathedrals, churches, synagogues, and temples and other onsite accessory buildings such as parsonages, friaries, convents, fellowship halls, Sunday schools, rectories, and day care centers within the same structure. The term does not include, community recreation facilities, dormitories, private educational facilities, emergency shelters, health care facilities, and the like.

(Ord. 2950, 2007)

"Written or in writing" means any representation of words, letters, drawings, graphics, or pictures.

## Y

"Yard" means the area on the same lot with a building, that is unoccupied and unobstructed from the ground upward, except by trees or shrubbery or as otherwise provided herein.

"Yard, front" means a yard that extends across the front of a lot between the side lot lines from the front line of the building (excluding the front steps) to the front lot line.

"Yard, rear" means a yard that extends across the rear of a lot between the side lot lines from the rear line of the building (excluding steps) to the rear lot line.

"Yard, side" means a yard that extends from the side line of the building (excluding steps) to the side lot line between the front and rear yards.

"Year" means a calendar year.

## Z

"Zoning district" means a geographic area as delineated on the zoning map that identifies a base zoning district.

"Zoning permit" means a permit that is issued prior to the issuance of a building permit to ensure that the proposed use is consistent with the allowable uses within the district in which it is to be located.

**(Ord. 3249, 2022; Ord. No. 3034, §§ 2, 4, 7-21-2009; Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012; Ord. No. 3102, § 3(Attach. A), 3-5-2013)**

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

**17.20.3.060 Certain land uses shown as permitted may be a conditional use.**

A permitted land use (as shown in Exhibit 20-1, 20-2, 20-3) that emits air contaminants or potentially offensive odors outside of the building, or that handles radioactive materials, hazardous substances, hazardous waste, or regulated substances shall be considered a conditional use in every circumstance.

**Exhibit 20-1. Principal Uses by District**

| Use                                     | R-1 | R-2 | R-3 | R-5 | R-6 | R-9 | R-10 | C-1 | C-2 | C-3 | C-4 | C-5 | M-1 | M-2 | PLI | POS | GFIA | I-1      | I-2      | Special Standards |
|---|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|----------|----------|-------------------|
| <b>Agricultural Uses</b>                |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |      |          |          |                   |
| Agriculture, horticulture, nursery      | P   | -   | -   | -   | -   | -   | -    | -   | -   | -   | -   | -   | -   | -   | -   | -   | P    | P        | P        | 17.20.6.005       |
| <b>Marijuana cultivation</b>            |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |      | <u>C</u> | <u>P</u> |                   |
| <b>Residential Uses</b>                 |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |      |          |          |                   |
| Mobile home/park                        | -   | -   | -   | -   | -   | -   | P    | -   | -   | -   | -   | -   | -   | -   | -   | -   | -    | -        | -        | 17.20.6.010       |
| Residence, single-family detached       | P   | P   | P   | P   | P   | P   | -    | P   | -   | -   | -   | P   | P   | P   | -   | -   | -    | -        | -        |                   |
| Residence, zero lot line                | -   | -   | P   | P   | P   | P   | -    | -   | -   | -   | -   | P   | P   | P   | -   | -   | -    | -        | -        | 17.20.6.020       |
| Residence, two-family                   | -   | C   | C   | P   | P   | C   | -    | P   | -   | -   | -   | P   | P   | P   | -   | -   | -    | -        | -        |                   |
| Residence, multi-family                 | -   | -   | -   | P   | P   | C   | -    | P   | -   | -   | P   | P   | P   | P   | -   | -   | -    | -        | -        | 17.20.6.040       |
| Residence, townhouse                    | -   | C   | C   | P   | P   | C   | -    | -   | -   | -   | -   | P   | P   | P   | -   | -   | -    | -        | -        | 17.20.6.050       |
| Residence, manufactured/factory-built   | P   | P   | P   | P   | P   | P   | -    | P   | -   | -   | -   | P   | P   | P   | -   | -   | -    | -        | -        | 17.20.6.060       |
| Retirement home                         | -   | C   | C   | P   | P   | C   | -    | P   | -   | -   | P   | P   | P   | P   | -   | -   | -    | -        | -        |                   |
| <b>Special Care Facilities</b>          |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |      |          |          |                   |
| Community residential facility, type I  | P   | P   | P   | P   | P   | P   | -    | -   | -   | -   | -   | P   | P   | P   | -   | -   | -    | -        | -        |                   |
| Community residential facility, type II | C   | C   | C   | P   | P   | P   | -    | -   | -   | -   | -   | -   | C   | C   | -   | -   | -    | -        | -        |                   |
| Day care center                         | C   | C   | C   | C   | C   | C   | -    | P   | P   | -   | P   | P   | P   | P   | P   | -   | -    | -        | -        |                   |
| Emergency shelter                       | -   | -   | -   | -   | -   | -   | -    | C   | C   | C   | C   | C   | C   | C   | C   | -   | -    | -        | -        |                   |
| Family day care home                    | P   | P   | P   | P   | P   | P   | -    | P   | -   | -   | C   | P   | P   | P   | -   | -   | -    | -        | -        |                   |
| Group day care home                     | P   | P   | P   | P   | P   | P   | -    | P   | -   | -   | C   | P   | P   | P   | -   | -   | -    | -        | -        |                   |
| Nursing home                            | -   | -   | C   | C   | C   | C   | -    | P   | C   | -   | P   | P   | P   | P   | P   | -   | -    | -        | -        |                   |
| <b>Overnight Accommodations</b>         |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |      |          |          |                   |
| Campground                              | -   | -   | -   | -   | -   | -   | -    | -   | C   | P   | -   | -   | -   | -   | -   | -   | P    | -        | -        | 17.20.6.070       |
| Hotel/motel                             | -   | -   | -   | -   | -   | -   | -    | P   | P   | P   | P   | C   | P   | P   | -   | -   | P    | -        | -        |                   |
| <b>Food and Beverage Sales</b>          |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |      |          |          |                   |
| Micro-brewery                           | -   | -   | -   | -   | -   | -   | -    | -   | P   | -   | P   | C   | C   | C   | -   | -   | P    | P        | -        | 17.20.6.080       |
| Restaurant                              | -   | -   | -   | -   | -   | -   | -    | P   | P   | P   | P   | P   | P   | P   | -   | -   | P    | P        | P        | 17.20.6.080       |
| Tavern                                  | -   | -   | -   | -   | -   | -   | -    | P   | P   | P   | P   | C   | C   | C   | -   | -   | P    | P        | P        | 17.20.6.080       |
| <b>General Sales</b>                    |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |      |          |          |                   |
| Agriculture sales                       | -   | -   | -   | -   | -   | -   | -    | -   | -   | -   | -   | -   | -   | -   | -   | -   | P    | P        | P        |                   |
| Auction sales                           | -   | -   | -   | -   | -   | -   | -    | -   | C   | -   | -   | -   | -   | -   | -   | -   | P    | P        | P        |                   |
| Construction materials sales            | -   | -   | -   | -   | -   | -   | -    | -   | P   | P   | -   | -   | -   | -   | -   | -   | P    | P        | P        |                   |
| Convenience sales                       | C   | -   | -   | -   | -   | -   | -    | P   | P   | P   | P   | C   | -   | -   | -   | -   | P    | P        | P        |                   |
| General sales                           | -   | -   | -   | -   | -   | -   | -    | P   | P   | P   | P   | P   | P   | P   | -   | -   | P    | P        | P        |                   |

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |          |          |             |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|----------|----------|-------------|
| Manufactured housing sales              | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P        | P        |             |
| <b>Marijuana dispensary</b>             |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   | <u>P</u> | <u>P</u> |             |
| Off-site liquor sales                   | - | - | - | - | - | - | - | P | P | P | P | C | C | C | - | - | P | P        | P        |             |
| Secondhand sales                        | - | - | - | - | - | - | - | P | P | - | P | P | - | - | - | - | P | P        | P        |             |
| Shopping center                         | - | - | - | - | - | - | - | C | P | - | - | - | - | - | - | - | P | P        | P        |             |
| General Services                        |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |          |          |             |
| Administrative services                 | - | - | - | - | - | - | - | P | P | P | P | P | P | P | C | - | P | -        | -        |             |
| Commercial kennel                       | - | - | - | - | - | - | - | - | P | P | - | - | - | - | - | - | P | P        | -        | 17.20.6.090 |
| Financial services                      | - | - | - | - | - | - | - | P | P | - | P | P | P | P | - | - | P | -        | -        |             |
| Funeral home                            | - | - | - | - | - | - | - | P | P | - | P | C | P | P | - | - | - | -        | -        |             |
| General services                        | - | - | - | - | - | - | - | P | P | P | P | P | P | P | - | - | P | P        | P        |             |
| Professional services                   | - | - | - | - | - | C | C | - | P | P | - | P | P | P | P | - | - | P        | -        | -           |
| Sexually-oriented business              | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P        | P        | 17.20.6.100 |
| Veterinary clinic, large animal         | - | - | - | - | - | - | - | - | C | - | - | - | - | - | - | - | P | P        | P        |             |
| Veterinary clinic, small animal         | - | - | - | - | - | - | - | C | P | - | - | - | P | P | - | - | P | P        | P        | 17.20.6.110 |
| Rental and General Repair               |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |          |          |             |
| Large equipment rental                  | - | - | - | - | - | - | - | - | C | C | - | - | - | - | - | - | P | P        | P        |             |
| Small equipment rental                  | - | - | - | - | - | - | - | - | P | - | P | - | - | - | - | - | P | P        | P        |             |
| General repair                          | - | - | - | - | - | - | - | P | P | - | P | P | - | - | - | - | P | P        | P        |             |
| Vehicle Trade and Service               |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |          |          |             |
| Vehicle fuel sales                      | - | - | - | - | - | - | - | C | P | P | P | P | - | - | - | - | P | P        | -        |             |
| Vehicle repair                          | - | - | - | - | - | - | - | - | P | P | C | P | - | - | - | - | P | P        | -        | 17.20.6.120 |
| Vehicle sales and rental                | - | - | - | - | - | - | - | - | P | P | P | P | - | - | - | - | P | P        | -        |             |
| Vehicle services                        | - | - | - | - | - | - | - | C | P | P | P | P | C | P | - | - | P | P        | -        |             |
| General Storage                         |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |          |          |             |
| Agricultural commodity storage facility | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P        | P        |             |
| Climate controlled indoor storage       | - | - | - | - | - | - | - | P | P | P | P | P | P | P | P | - | P | P        | P        |             |
| Fuel tank farm                          | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | -        | P        |             |
| <b>Marijuana transporter</b>            |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   | <u>P</u> | <u>P</u> |             |
| Mini-storage facility                   | - | - | - | - | - | - | - | - | - | C | - | - | - | C | - | - | P | P        | P        | 17.20.6.130 |
| Freight terminal                        | - | - | - | - | - | - | - | - | - | C | - | - | - | - | - | - | P | P        | P        |             |
| Warehouse                               | - | - | - | - | - | - | - | - | - | C | - | - | - | C | - | - | P | P        | P        |             |
| Indoor Recreation/Sports/Entertainment  |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |          |          |             |
| Casino, type I                          | - | - | - | - | - | - | - | - | P | - | P | - | - | - | - | - | P | P        | P        | 17.20.6.140 |
| Casino, type II                         | - | - | - | - | - | - | - | - | - | - | P | - | - | - | - | - | - | P        | P        | 17.20.6.150 |
| Indoor entertainment                    | - | - | - | - | - | - | - | - | P | - | P | C | C | C | C | - | P | -        | -        |             |
| Indoor sports and recreation            | - | - | - | - | - | - | - | - | P | - | P | C | C | C | C | C | P | P        | -        |             |
| Outdoor Recreation/Sports/Entertainment |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |          |          |             |
| Golf course/driving range               | C | C | C | C | C | - | - | - | - | - | - | - | - | - | - | P | P | -        | -        |             |
| Miniature golf                          | - | - | - | - | - | - | - | - | P | C | - | - | - | C | - | - | P | C        | -        |             |
| Outdoor entertainment                   | - | - | - | - | - | - | - | - | - | - | - | - | - | - | C | C | P | C        | -        |             |



## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |             |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|-------------|
| Park                                    | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P |             |
| Recreational trail                      | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P |             |
| Community Services/Uses                 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |             |
| Administrative governmental center      | - | - | - | - | - | - | - | P | P | P | P | P | P | P | P | C | P | - | - |             |
| Animal shelter                          | - | - | - | - | - | - | - | - | C | C | - | - | C | C | C | - | P | P | - | 17.20.6.160 |
| Cemetery                                | C | C | C | C | C | C | C | - | - | - | - | - | - | - | P | P | P | - | - | 17.20.6.170 |
| Civic use facility                      | C | C | C | C | C | C | C | - | P | - | P | P | P | P | P | C | - | - | - |             |
| Community center                        | C | C | C | C | C | C | C | C | P | - | P | P | P | P | P | C | - | - | - |             |
| Community cultural facility             | C | C | C | C | C | C | C | P | P | - | P | P | P | P | P | C | - | - | - |             |
| Community garden                        | P | P | P | P | P | P | P | C | C | C | C | P | P | P | P | P | P | C | C | 17.20.6.175 |
| Public safety facility                  | C | C | C | C | C | C | C | C | P | C | P | P | P | P | P | - | P | P | - |             |
| Worship facility                        | C | C | C | C | C | C | C | P | P | - | C | P | P | P | P | - | P | - | - | 17.20.6.180 |
| Health Care                             |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |             |
| Health care clinic                      | - | - | - | - | - | - | - | P | P | - | P | P | P | P | P | - | - | - | - |             |
| Health care facility                    | - | - | - | - | - | - | - | - | P | - | P | P | C | C | P | - | - | - | - |             |
| Health care sales and services          | - | - | - | - | - | - | - | P | P | - | P | P | P | P | P | - | - | - | - |             |
| Education                               |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |             |
| Commercial education facility           | - | - | - | - | - | - | - | P | P | - | P | P | P | P | - | - | P | P | - |             |
| Educational facility (K—12)             | C | C | C | C | C | C | C | C | - | - | - | C | C | C | P | - | - | - | - | 17.20.6.200 |
| Educational facility (higher education) | - | - | - | - | - | - | - | C | C | - | - | C | C | C | P | - | P | - | - |             |
| Instructional facility                  | - | - | - | - | - | - | - | P | P | - | P | P | P | P | - | - | P | P | - |             |
| Solid Waste, Recycling and Composting   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |             |
| Composting facility                     | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | C | P | 17.20.6.210 |
| Recycling center                        | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | C | P | 17.20.6.220 |
| Solid waste transfer station            | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | C | P | 17.20.6.230 |
| Telecommunications                      |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |             |
| Amateur radio station                   | P | P | P | P | P | P | P | - | - | - | - | - | - | - | - | - | - | - | - | 17.20.6.240 |
| Telecommunication facility              |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   | 17.20.6.250 |
| Concealed facility                      | C | C | C | C | C | C | C | P | P | P | P | C | P | P | P | C | P | P | P |             |
| Unconcealed facility                    | - | - | - | - | - | - | - | C | C | C | C | C | C | C | C | C | P | P | P |             |
| Co-located facility                     | - | - | - | - | - | - | - | P | P | P | P | C | C | C | C | C | P | P | P |             |
| Utilities                               |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |             |
| Utility installation                    | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | C | P | C | P |             |
| Transportation                          |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |             |
| Airport                                 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | - | - |             |
| Bus transit terminal                    | - | - | - | - | - | - | - | - | P | P | P | - | C | C | C | - | P | P | - |             |
| Heli-pad                                | - | - | - | - | - | - | - | - | C | C | C | C | C | C | C | C | P | P | P | 17.20.6.260 |
| Parking lot, principal use              | - | - | - | - | - | - | - | P | P | P | P | P | P | P | P | P | P | P | P |             |
| Parking structure                       | - | - | - | - | - | - | - | - | P | - | P | P | P | P | P | - | P | P | P |             |
| Railroad yard                           | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P | P |             |
| Taxi cab dispatch terminal              | - | - | - | - | - | - | - | - | P | P | P | - | P | P | - | - | P | P | - |             |
| Contractor Yards                        |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |             |
| Contractor yard, type I                 | C | - | - | - | - | - | - | - | C | - | - | - | P | P | - | - | P | P | - | 17.20.6.270 |

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

|                                     |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |          |          |             |
|-------------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|----------|----------|-------------|
| Contractor yard, type II            | - | - | - | - | - | - | - | - | - | - | - | - | C | C | - | - | P | P        | P        | 17.20.6.280 |
| Industrial/Manufacturing            |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |          |          |             |
| Artisan shop                        | - | - | - | - | - | - | - | P | P | P | P | P | P | P | - | - | P | P        | -        |             |
| Industrial, heavy                   | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | -        | P        |             |
| Industrial, light                   | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P        | P        |             |
| Industrial park                     | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P        | P        |             |
| Junkyard                            | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | C        | P        | 17.20.6.290 |
| Light manufacturing and assembly    | - | - | - | - | - | - | - | - | P | P | P | P | P | P | - | - | P | P        | P        | 17.20.6.300 |
| <u>Marijuana manufacturing</u>      |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |          | <u>P</u> |             |
| <u>Marijuana testing laboratory</u> |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   | <u>P</u> | <u>P</u> |             |
| Motor vehicle graveyard             | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | -        | P        | 17.20.6.310 |
| Motor vehicle wrecking facility     | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | -        | P        | 17.20.6.320 |

- The use is not permitted in the district

C The use is allowed through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 6 of this chapter, as appropriate

(Ord. 3249, 2022; Ord. No. 3056, ~~§ 1, 8-17-2010~~; Ord. No. 3068, ~~§ 2, 4-5-2011~~; Ord. No. 3087, ~~§ 1(Exh. A), 6-19-2012, eff. 7-19-2012~~; Ord. 3166, 2017; Ord. 3221, 2020)

Exhibit 20-2. Accessory uses by district

| Use                      | R-1 | R-2 | R-3 | R-5 | R-6 | R-9 | R-10 | C-1 | C-2 | C-3 | C-4 | C-5 | M-1 | M-2 | PLI | POS | GFIA | I-1 | I-2 | Special Standards |
|--------------------------|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-------------------|
| Accessory living space   | P   | P   | P   | P   | P   | P   | -    | P   | P   | P   | P   | P   | P   | P   | P   | -   | -    | -   | -   | 17.20.7.010       |
| Agriculture, livestock   | P   | -   | -   | -   | -   | -   | -    | -   | -   | -   | -   | -   | -   | -   | -   | -   | P    | -   | -   | 17.20.7.080       |
| ATM, exterior            | -   | -   | -   | -   | -   | -   | -    | P   | P   | P   | P   | P   | P   | P   | P   | -   | P    | P   | P   | 17.20.7.020       |
| Bed and breakfast        | C   | C   | C   | C   | C   | C   | -    | C   | -   | -   | -   | P   | P   | P   | -   | -   | -    | -   | -   | 17.20.7.030       |
| Fences                   | P   | P   | P   | P   | P   | P   | P    | P   | P   | P   | P   | P   | P   | P   | P   | P   | P    | P   | P   | 17.20.7.040       |
| Gaming, accessory        | -   | -   | -   | -   | -   | -   | -    | -   | P   | P   | P   | -   | -   | P   | -   | -   | P    | P   | P   | 17.20.7.050       |
| Garage, private          | P   | P   | P   | P   | P   | P   | P    | P   | P   | P   | P   | P   | P   | P   | P   | -   | P    | P   | P   | 17.20.7.060       |
| Home occupation          | P   | P   | P   | P   | P   | P   | P    | P   | P   | P   | P   | P   | P   | P   | P   | -   | -    | P   | P   | 17.20.7.070       |
| Private stable/barn      | P   | -   | -   | -   | -   | -   | -    | -   | -   | -   | -   | -   | -   | -   | -   | -   | P    | -   | -   | 17.20.7.080       |
| Residence, accessory     | -   | -   | -   | -   | -   | -   | -    | P   | P   | P   | P   | P   | P   | P   | -   | -   | P    | P   | P   | 17.20.7.085       |
| Roadside farmer's market | P   | -   | -   | -   | -   | -   | -    | -   | -   | -   | -   | -   | -   | -   | -   | -   | -    | -   | -   | 17.20.7.090       |

## EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

|                                  |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |             |
|----------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|-------------|
| Storage containers               | - | - | - | - | - | - | - | - | P | P | - | - | - | - | - | - | P | P | P | 17.20.7.100 |
| Wind-powered electricity systems | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | 17.20.7.110 |

- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 7 of this chapter, as appropriate

(Ord. 3249, 2022; Ord. No. 3034, § 1, 7-21-2009; Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)

### Exhibit 20-3. Temporary uses by district (see 17.20.8.010 for Special Standards)

| Use                              | R-1 | R-2 | R-3 | R-5 | R-6 | R-9 | R-10 | C-1 | C-2 | C-3 | C-4 | C-5 | M-1 | M-2 | PLI | POS | GFIA | I-1 | I-2 | Special Standards |
|----------------------------------|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-------------------|
| Garage sales                     | P   | P   | P   | P   | P   | P   | P    | P   | P   | P   | P   | P   | P   | P   | P   | -   | -    | P   | P   | 17.20.8.015       |
| Itinerant outdoor sales          | -   | -   | -   | -   | -   | -   | -    | -   | P   | P   | -   | -   | -   | P   | -   | -   | C    | C   | -   | 17.20.8.020       |
| On-site construction office      | P   | P   | P   | P   | P   | P   | P    | P   | P   | P   | P   | P   | P   | P   | P   | P   | P    | P   | P   | 17.20.8.030       |
| On-site real estate sales office | P   | P   | P   | P   | P   | P   | -    | -   | -   | -   | -   | -   | P   | P   | -   | -   | -    | -   | -   | 17.20.8.040       |
| Outdoor entertainment, temporary | -   | -   | -   | -   | -   | -   | -    | -   | P   | P   | -   | -   | -   | -   | P   | P   | P    | P   | P   |                   |
| Sidewalk café                    | -   | -   | -   | -   | -   | -   | -    | P   | P   | -   | P   | P   | P   | P   | C   | C   | -    | -   | -   | 17.20.8.050       |
| Sidewalk food vendor             | -   | -   | -   | -   | -   | -   | -    | -   | P   | -   | P   | P   | P   | P   | P   | P   | -    | -   | -   | 17.20.8.060       |

- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 8 of this chapter, as appropriate

(Ord. 3249, 2022; Ord. No. 3056, § 1, 8-17-2010; Ord. 3221, 2020)

### 17.20.3.070 Prohibited land uses.

No use of land shall be permitted by right or conditionally permitted within the City of Great Falls that is in violation of federal, state or local law, except for land uses relating to activities licensed by the Montana Department of Revenue under the Montana Marijuana Regulation and Taxation Act and identified as allowed in 17.20.3.010 and its accompanying exhibits.

(Ord. 3249, 2022; Ord. No. 3054, § 1, 6-1-2010)



*Special Commission Meeting Date:* August 5, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Conduct a Public Hearing on Resolution No. 10596: A Resolution Referring Ordinance No. 3278, an Ordinance Amending Title 9, Chapter 9, Section 030, of the Official Code of the City of Great Falls to Restrict Permissible Fireworks for Sale and Discharge, to a Vote of the People at an Election to be Held on November 4, 2025

**From:** David G. Dennis, City Attorney

**Initiated By:** City Commission

**Presented By:** David G. Dennis, City Attorney

**Action Requested:** Conduct a public hearing and adopt Resolution 10596

---

**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 10596.”

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

**Background:** Fireworks have long been a topic of discussion and concern in Great Falls, with strong opinions expressed on both sides of the issue over the course of several decades. In recent years, this issue has drawn renewed attention from residents and stakeholders.

The City Commission has received significant input from community members regarding the sale and use of fireworks within the incorporated City limits. Many residents have voiced support for restricting these types of fireworks, citing concerns related to public safety, fire hazards, noise disturbances, and negative impacts on veterans, pets, and other vulnerable populations. These individuals urge the City to adopt stricter local regulations—beyond those permitted under state law—to address these concerns.

Conversely, the Commission has also received opposition from community members who wish to preserve the ability sell, purchase or use fireworks, as currently allowed under Montana state law. These residents emphasize personal freedom, traditional celebration, and economic considerations.

The City Commission has the authority to refer policy questions to the City electorate by ballot issue and has indicated to staff that it would like to place the issue on the November 4, 2025 general election ballot. Under Montana law—Mont. Code Ann. § 7-5-131 and 2025 SB 11—the Commission may refer a proposed amendment to a City ordinance to a vote of the people. Resolution 3278, as presented, will officially refer the question to the electors on the November ballot. Resolution 3278 refers the following form of ballot to the voters at the November 4, 2025 general election:

**Statement of Purpose and Implication:** This ballot measure asks voters to approve or disapprove an amendment to the Official Code of the City of Great Falls that would restrict the use, sale, and discharge of certain fireworks within city limits. The proposed ordinance would prohibit the use of aerial devices, such as shells, rockets, and cakes, and devices designed to explode, such as Roman candles, salutes, firecrackers, and similar items. The ordinance would continue to allow the use of novelty and other consumer fireworks (as defined by Montanan law)—such as sparklers, fountains, snakes, and other non-explosive, non-aerial fireworks.

This measure is intended to address public safety, fire risk, noise concerns, and impacts on veterans, pets, and vulnerable residents, while still permitting personal celebration with lower-risk fireworks.

**Proposal:** The City Commission of the City of Great Falls has proposed an amendment to Section 9.9.030 of the Official Code of the City of Great Falls, to limit the type fireworks allowed to be sold or discharged within the incorporated City limits. The amended Section 9.9.030 is shown below, with proposed deleted language in strikeout and inserted language in bold:

9.9.030 Permissible fireworks.

~~Only those fireworks authorized by state law are permissible.~~

- A. Fireworks permitted to be sold and discharged within the municipal limits of the City of Great Falls are limited to those allowed by Mont. Code Ann. § 50-37-105 (2025), except that the following fireworks are strictly prohibited: 1) fireworks designed to leave the ground, such as rockets, shells, cakes, missiles, and roman candles; and 2) fireworks designed to explode upon activation, such as salutes and firecrackers. Permitted fireworks typically include sparklers, fountains, ground spinners, snap caps, smoke devices, and novelty items.**
- B. Except as provided in paragraph A, above, or in city-approved and permitted public displays, fireworks (as defined by Mont. Code Ann. § 50-37-101) are not permitted to be sold and/or discharged within the city limits under this Chapter.**

[ ] **YES** on Ballot Issue \_\_\_\_\_, Number \_\_\_\_\_.

[ ] **NO** on Ballot Issue \_\_\_\_\_, Number \_\_\_\_\_.

In conjunction with this Resolution and ballot question, City staff is proposing Ordinance 3278 be presented to the electors for decision. Ordinance 3278 will only be incorporated into the OCCGF upon a majority “Yes” vote to the above question.

**Fiscal Impact:** The City’s estimated cost to add this question to the ballot for the November 4, 2025 general election is Eighty-Eight Dollars (\$88.00).

**Attachments/Exhibits:**

Resolution 10596

Ordinance 3278

Ordinance 3278, Exhibit A

Notice of Public Hearing

## RESOLUTION 10596

**A RESOLUTION REFERRING ORDINANCE 3278, AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF GREAT FALLS TO RESTRICT THE SALE AND USE OF CONSUMER FIREWORKS WITHIN THE INCORPORATED CITY LIMITS OF GREAT FALLS, TO A VOTE OF THE PEOPLE AT AN ELECTION TO BE HELD ON NOVEMBER 4, 2025**

**WHEREAS**, the City of Great Falls, Montana, established a charter form of government in 1986 with self-governing powers in accordance with Article XI, Section 5, of the Constitution of Montana; and

**WHEREAS**, the City of Great Falls is authorized by its Charter and Montana law to establish laws to protect the health, safety and welfare of the citizens of Great Falls; and

**WHEREAS**, Montana Code Annotated § 7-33-4206 specifically reserves to the City of Great Falls the “power to regulate or prohibit ... the explosion, use, or selling of fireworks, firecrackers, torpedoes, [and] other pyrotechnics ... within the city....;” and

**WHEREAS**, the City Commission has received support from community members urging the City to restrict the sale and use of aerial and/or exploding fireworks, otherwise permitted under state law, within the incorporated City limits; and

**WHEREAS**, the City Commission has also received opposition from community members requesting that the City continue to allow the sale and use of aerial and/or exploding fireworks, otherwise permitted under state law, within City limits; and

**WHEREAS**, Montana Code Annotated § 7-5-132 allows the City Commission to refer a proposed ordinance restricting the sale and use of aerial and/or exploding fireworks, otherwise permitted under state law, to a vote of the electors of the City; and

**WHEREAS**, the City Commission now wishes to submit the question of whether to restrict the sale and use of aerial and/or exploding fireworks, otherwise permitted under state law, within the incorporated City limits, to a vote of the electors of the City to be conducted on November 4, 2025.

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

1. **REFERENCE:** The City Commission of the City of Great Falls has proposed an ordinance amending Official Code of the City of Great Falls § 9.9.030 “Permissible Fireworks,” to exclude fireworks that are designed to leave the

ground, and fireworks that are designed to explode upon ignition, except in authorized and permitted public displays within the City of Great Falls, and hereby refers the proposed ordinance to a vote of the people at a municipal election to be held on November 4, 2025. A full copy of the proposed ordinance is attached hereto, marked as Attachment “1,” and by this reference made a part hereof.

2. **FORM OF BALLOT:** The form of the ballot shall be as provided by law and as follows:

**Statement of Purpose and Implication:** This ballot measure asks voters to approve or disapprove an amendment to the Official Code of the City of Great Falls that would restrict the use, sale, and discharge of certain fireworks within city limits. The proposed ordinance would prohibit the use of aerial devices, such as shells, rockets, and cakes, and devices designed to explode, such as Roman candles, salutes, firecrackers, and similar items. The ordinance would continue to allow the use of novelty and other consumer fireworks (as defined by Montanan law)—such as sparklers, fountains, snakes, and other non-explosive, non-aerial fireworks.

This measure is intended to address public safety, fire risk, noise concerns, and impacts on veterans, pets, and vulnerable residents, while still permitting personal celebration with lower-risk fireworks.

**Proposal:** The City Commission of the City of Great Falls has proposed an amendment to Section 9.9.030 of the Official Code of the City of Great Falls, to limit the type fireworks allowed to be sold or discharged within the incorporated City limits. The amended Section 9.9.030 is shown below, with proposed deleted language in strikeout and inserted language in bold:

9.9.030 Permissible fireworks.

~~Only those fireworks authorized by state law are permissible.~~

- A. **Fireworks permitted to be sold and discharged within the municipal limits of the City of Great Falls are limited to those allowed by Mont. Code Ann. § 50-37-105 (2025), except that the following fireworks are strictly prohibited:**
  - 1) **fireworks designed to leave the ground, such as rockets, shells, cakes, missiles, and roman candles; and**
  - 2) **fireworks designed to explode upon activation, such as salutes and firecrackers. Permitted fireworks typically include sparklers, fountains, ground spinners, snap caps, smoke devices, and novelty items.**
- B. **Except as provided in paragraph A, above, or in city-approved and permitted public displays, fireworks (as defined by Mont. Code**



**Ann. § 50-37-101) are not permitted to be sold and/or discharged within the city limits under this Chapter.**

[ ] **YES** on Ballot Issue \_\_\_\_\_, Number \_\_\_\_\_.

[ ] **NO** on Ballot Issue \_\_\_\_\_, Number \_\_\_\_\_.

3. **CERTIFICATION:** The City Clerk shall certify this Resolution and attached proposed Ordinance amendment to the Cascade County Election Official as provided by law.

4. **EFFECTIVE DATE:** This Resolution shall be effective upon adoption.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, on August 5, 2025.

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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

# ATTACHMENT “1”

# **ORDINANCE 3278**

## **AN ORDINANCE AMENDING TITLE 9, CHAPTER 9, SECTION 030, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) TO RESTRICT THE SALE AND USE OF CERTAIN CONSUMER FIREWORKS WITHIN THE INCORPORATED CITY LIMITS OF GREAT FALLS**

\* \* \* \* \*

**WHEREAS**, the City of Great Falls, Montana, established a charter form of government in 1986 with self-governing powers in accordance with Article XI, Section 5, of the Constitution of Montana; and

**WHEREAS**, the City of Great Falls is authorized by its Charter and Montana law to establish laws to protect the health, safety and welfare of the citizens of Great Falls; and

**WHEREAS**, Montana Code Annotated § 7-33-4206 specifically reserves to the City of Great Falls the “power to regulate or prohibit ... the explosion, use, or selling of fireworks, firecrackers, torpedoes, [and] other pyrotechnics, ... within the city....;” and

**WHEREAS**, the City Commission has received support from community members urging the City to restrict the sale and discharge of fireworks, otherwise permitted under state law, within the incorporated City limits; and

**WHEREAS**, the City Commission has also received opposition from community members requesting that the City continue to allow the sale and discharge of fireworks, otherwise permitted under state law, within the incorporated City limits; and

**WHEREAS**, Montana Code Annotated § 7-5-132, MCA allows the City Commission to refer a proposed ordinance limiting the sale and discharge of fireworks, otherwise permitted under state law, to a vote of the electors of the City; and

**WHEREAS**, the City Commission now wishes to submit the question of whether to amend OCCGF Title 9 to limit the types of permitted fireworks within the City of Great Falls to a vote of the electors of the City to be conducted on November 4, 2025.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, CONDITIONED UPON APPROVAL BY A VOTE OF THE ELECTORS OF THE CITY:**

Section 1. The provisions of OCCGF Title 9, Chapter 9, Section 030, are hereby proposed to be amended as depicted by Exhibit “A” attached hereto and by reference incorporated herein with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

Section 2. This proposed ordinance shall be in full force and effect immediately upon certification by the Cascade County Election Administrator of an election result showing that a majority of the electors of the City of Great Falls voting in the election to be conducted on November 4, 2025, have voted in favor of this proposed ordinance. In the event that the Cascade County Election Administrator certifies an election result showing that a majority of the electors of the City of Great Falls voting in that election have voted against this proposed ordinance, this ordinance shall be null, void and of no legal force or effect.

REFERRED TO THE VOTERS via Resolution 10596 by the City Commission of the City of Great Falls, Montana, this 5<sup>th</sup> day of August, 2025.

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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

**Ordinance 3278 Exhibit “A”**

## Title 9 – PUBLIC PEACE, MORALS AND WELFARE

**9.9.030 Permissible fireworks.**

~~Only those fireworks authorized by state law are permissible.~~

- A. Fireworks permitted to be sold and discharged within the municipal limits of the City of Great Falls are limited to those allowed by Mont. Code Ann. § 50-37-105 (2025), except that the following fireworks are strictly prohibited: 1) fireworks designed to leave the ground, such as rockets, shells, cakes, missiles, and roman candles; and 2) fireworks designed to explode upon activation, such as salutes and firecrackers. Permitted fireworks typically include sparklers, fountains, ground spinners, snap caps, smoke devices, and novelty items.**
- B. Except as provided in paragraph A, above, or in city-approved and permitted public displays, fireworks (as defined by Mont. Code Ann. § 50-37-101) are not permitted to be sold and/or discharged within the city limits under this Chapter.**

(Ord. 3278, 2025; Ord. 3158, 2017; Ord. 2965, 2007)

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that Resolution 10596, titled “A Resolution Referring Ordinance 3278, An Ordinance Amending the Official Code of the City of Great Falls to Limit the Sale and Use of Consumer Fireworks Within the Incorporated City Limits of Great Falls, to a Vote of the People at an Election to be Held on November 4, 2025,” will be brought before the Great Falls City Commission for a public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, MT, on August 5, 2025 at 7:00 P.M.

Any interested person may appear and speak for or against Resolution 10596 at the public hearing, or submit written comments to the Great Falls City Commission, P.O. Box 5021, Great Falls, MT 59403, or by email to [commission@greatfallsmt.net](mailto:commission@greatfallsmt.net) before 12:00 PM on Tuesday, August 5, 2025. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before the final vote on the matter and will be so noted in the official record of the meeting.

The agenda packet will be made available on the City’s website: <https://greatfallsmt.net/meetings>, and is on file for public inspection during regular office hours at the City Clerk’s Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451. If special accommodations for disabilities are needed, please use the Text Telephone (TTY) Montana Relay Service at 1-800-253-4091 or dial 711.

GREAT FALLS CITY COMMISSION

/s/ Lisa Kunz, City Clerk

-end-

**Publication Dates: July 27<sup>th</sup> and August 3<sup>rd</sup>, 2025**



Commission Meeting Date: August 5, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10594, Resolution relating to financing certain proposed water system improvements; establishing compliance with reimbursement bond regulations under the Internal Revenue Code.

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Financing certain improvements to its water system, including design, engineering, and construction

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

**Action Requested:** City Commission adopt Resolution 10594

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10594.”

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

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**Staff Recommendation:** Staff recommends the City Commission adopt Resolution 10594.

**Summary:** Resolution 10594 is a reimbursement resolution for costs associated with certain improvements to the water filtration system at the Great Falls Water Treatment Plant (WTP). Reimbursable items include designing, engineering, procurement, advertisement, and construction of (i) a new retrofitted settling basin system, (ii) improvements and upgrades to the headhouse building, (iii) bulk sodium hypochlorite tanks, and related improvements (collectively, the “Projects”). This resolution will allow reimbursement by bond proceeds for costs that have occurred prior to the bond issuance and permit City staff to keep the projects on course.

**Background:** WTP staff prioritized the three projects through a risk matrix as very critical and urgent improvements at the plant. The bond funding and capital improvement budgets are in the FY 2026 City of Great Falls Proposed Budget under the Water Fund and are identified in the Capital and Debt portion of the proposed budget. Current expenditures have been drawn from the Water Enterprise Fund, and the projects are identified in the Water CIP.

**Fiscal Impact:** Adoption of this resolution will allow the City to be reimbursed for costs of improvements for the identified projects once the bonds have been issued. Additional Commission action will be required at a later date to authorize the issuance and fix the terms and conditions of the bonds.

**Alternatives:** If this resolution is rejected, improvements made prior to the issuance of the bonds will not be reimbursed. The Water Fund would need to cover the costs directly.

**Concurrences:** The Public Works Department and Finance Department along with the City's Bond Counsel, Dorsey and Whitney, LLP have worked together on this resolution.

**Attachments:**

1. Resolution 10594
2. Projects Summaries



CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the “City”), hereby certify that the attached resolution is a true copy of Resolution No. 10594, entitled: “RESOLUTION RELATING TO FINANCING CERTAIN PROPOSED WATER SYSTEM IMPROVEMENTS; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE” (the “Resolution”), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on \_\_\_\_\_, 2025 and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

\_\_\_\_\_  
City Clerk

## RESOLUTION NO. 10594

RESOLUTION RELATING TO FINANCING CERTAIN PROPOSED  
WATER SYSTEM IMPROVEMENTS; ESTABLISHING  
COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS  
UNDER THE INTERNAL REVENUE CODE

BE IT RESOLVED by the City Commission of the City of Great Falls, Montana (the “City”), as follows:

Section 1.     Recitals.

1.01     The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

1.02     The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

Section 2.     Official Intent Declaration.

2.01     The City proposes to undertake certain improvements to its water system, including designing, engineering, and construction of (i) a new retrofitted settling basin system, (ii) improvements and upgrades to the headhouse building, (iii) on-site chlorine generation within the UV building, and related improvements (collectively, the “Projects”).

2.02     Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds (as hereinafter defined), (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Projects have heretofore been paid by the City and no expenditures will be paid by the City until after the date of this Resolution.

2.03     The City reasonably expects to reimburse some or all of the expenditures made for costs of the Projects out of proceeds of bonds in an estimated maximum aggregate principal amount of approximately \$8,800,000 (the “Bonds”) after the date of payment of all or a portion of the costs of the Projects. All reimbursed expenditures shall be capital expenditures, a cost of

issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

Section 3. Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Projects, other than pursuant to the issuance of the Bonds. City moneys on hand in the water revenue account and other grant funding may be available to pay for additional costs of the Projects in excess of the process of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

Section 4. Reimbursement Allocations. The City Fiscal Services Director shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Projects. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Projects and shall specifically identify the actual original expenditure being reimbursed.

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

APPROVED FOR LEGAL CONTENT:

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

## ATTACHMENT 2- PROJECT SUMMARIES

### Overview

This document contains brief summaries of the sedimentation basin upgrades, head house repair, and bulk sodium hypochlorite projects. All costs associated with engineering and permitting are budgeted utilizing available funds from the Water Enterprise Fund.

### Sedimentation Basin Upgrades

#### A. Historical Information

The City of Great Falls Water Treatment Plant (WTP) has treated water from the Missouri River for over a century. Since then, the WTP has undergone numerous expansions and upgrades. Currently, the WTP settling basins operate near or at capacity depending on demand and thus require upgrades.

#### B. Problem

Operating the WTP settling basins near or at capacity leaves minimal options for diversion capability in the event of a mechanical failure within a basin. Additionally, increased levels of turbidity have been experienced. For these reasons, improvements to the settling basins are necessary.

#### C. Current Status

AE2S is designing a new retrofitted settling basin system that consists of modern equipment within two existing basins. The new settling basin design will offer better reliability, improved solids removal, increased capacity on fewer basins, lower cost of operation and maintenance, and can reduce the turbidity of water entering the filter section of the WTP. The improved settling of and reduction of turbidity could have long term impacts of reducing maintenance and improving lifecycle costs of downstream plant equipment related to flushing, inspecting, and cleaning solids in post settling equipment.

#### D. Budget and Expenditures to Date.

Professional service agreement with AE2S for \$450,000. Construction is estimated to be \$4,500,000.00. Current expenditures are for engineering design and DEQ permitting for a total of \$33,520.83.

### Head House Repair

#### A. Historical Information

The headhouse of the City of Great Falls Water Treatment Plant (WTP) is the oldest structure at the facility, originally constructed in 1916. In 2008, the second floor (known as the Chemical Room) was replaced due to deteriorated concrete. During that project, the concrete columns supporting the Chemical Room and main floor were also reinforced. All the City's water flows through the headhouse.

#### B. Problem

Water enters the headhouse and passes through a series of tanks located on the main floor, known as the "Operating Floor." The first of these tanks is the Receiving Chamber. After passing through the Receiving Chamber, water is divided into two separate Rapid Mix chambers. It then exits the headhouse

## City of Great Falls Water Purification SRF Projects – Sedimentation Basin Upgrades, Head House Repair, and Bulk Sodium Hypochlorite

for further treatment before returning through the Settled Water Flume, located adjacent to the Receiving Chamber.

The top slabs of all four tanks (the Receiving Chamber, both Rapid Mix chambers, and the Settled Water Flume) are severely deteriorated. In some areas, the concrete is in such poor condition that pieces may be falling into the tanks. In addition to the deterioration on the Operating Floor, the concrete slab and supporting beams in the basement are also showing signs of damage.

Because all the water for Great Falls flows through this building, shutdown durations are limited. The Receiving Chamber can only be shut down for up to eight hours at a time. The plant can operate with just one Rapid Mix chamber, but only during the winter season.

### C. Current Status

TD&H Engineering evaluated the condition of the existing headhouse and designed new floors for both the Operating Floor and the basement. The proposed design for the area above the Receiving Chamber includes a stainless-steel channel frame with stainless steel diamond plate flooring. This configuration will improve access to the Receiving Chamber and make future maintenance easier. The lids of the remaining tanks will be reconstructed using concrete, as those chambers can be shut down for longer periods. The deteriorated beams and slab in the basement will also be replaced with new concrete construction.

### D. Budget and Expenditures to Date.

Professional service agreement with TD&H for \$434,000. Construction is estimated to be \$1,650,000. Current expenditures for engineering and permitting is \$118,256.90.

## Bulk Sodium Hypochlorite

### A. Historical Information

The City of Great Falls Water Treatment Plant (WTP) currently uses chlorine gas for primary and secondary disinfection in the process before distributing potable water. The chlorine gas is stored in the head house building with the primary feed for pre-chlorination in the same building and the secondary feed approximately 300' away. Chlorine gas is moved via vacuum pressure to the UV disinfection building.

### B. Problem

City of Great Falls staff are concerned about the hazard of having a long underground chlorine feed and storage of chlorine gas.

### C. Current Status

Morrison-Maierle will design a bulk storage and delivery system for sodium hypochlorite for disinfection to reduce the hazards of transporting and storing chlorine gas.

### D. Budget and Expenditures to Date.

Upcoming professional service agreement with Morrison-Maierle for approximately \$250,000. Construction is estimated to be \$1,300,000.00. There have been no expenditures

City of Great Falls Water Purification SRF Projects – Sedimentation Basin Upgrades, Head House Repair,  
and Bulk Sodium Hypochlorite



Commission Meeting Date: August 5, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10597, Resolution Authorizing Participation in the Board of Investments of the State of Montana Annual Adjustable Rate Municipal Finance Consolidation Act Extendable Bond (InterCap Loan Program), approving the form and terms of the Loan Agreement and authorizing the execution and delivery of documents related thereto for the Renovation of the Great Falls Fire Rescue Training Center

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Renovation of the Great Falls Fire Rescue Training Center

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

**Action Requested:** City Commission Adopt Resolution 10597

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10597 authorizing participation in the Board of Investments of the State of Montana Annual Adjustable Rate Municipal Finance Consolidation Act Extendable Bond (InterCap Loan Program), approving the form and terms of the Loan Agreement and authorizing the execution and delivery of documents related thereto.”

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

---

**Staff Recommendation:** Staff recommends adoption of Resolution 10597.

**Summary:** At the January 21, 2025 City Commission Work Session, Jeremy Jones, Fire Chief, presented a Fire Training Center Capital Improvement Plan. At the March 18, 2025 City Commission Work Session, the City Commission requested additional information related to funding the replacement of a primary training prop at the Great Falls Fire Rescue (GFFR) Fire Training Center (FTC) and parking lot area. Additional information was presented to the City Commission at the April 1, 2025 City Commission meeting under City Commission Initiatives. It was requested that staff bring official action forward to pursue financing for the Fire Training Center Renovations. At the April 15, 2025 City Commission meeting, the City Commission approved staff to pursue financing for the Fire Training Center Renovations through the Montana Board of Investments (MBOI) InterCap Loan Program. An application was completed and a loan for \$2,500,000 was approved by the Montana Board of Investments.



The primary training prop (tower structure) at the Fire Training Center has been unsafe and unsuitable for training recruits and firefighters for a very long time. In November 2022, Lacey and Ebeling Engineering, Inc. provided an estimated full repair proposal (including additions) for \$675,000.

The GFFR training tower requires reconstruction to provide firefighters with a modern training facility that meets operational and safety requirements. The existing five-story training tower does not comply with OSHA standards, and the cost of repairs exceeds the building's value. Additionally, the current training ground has deteriorated, leading to operational challenges such as fire apparatus getting stuck in mud due to the lack of proper asphalt and concrete surfaces

The proposed project to fix the current deficiencies:

| Project Item  | Projected Cost |
|---|----------------|
| Demolition & Removal of Existing 5-Story Tower            | \$65,000       |
| Construction of New Live Fire/High-Rise Training Building | \$1,212,000    |
| Removal & Replacement of Asphalt/Concrete Surfaces        | \$553,500      |
| Contingency (for unknown conditions & fluctuating costs): | \$669,500      |
| Total Estimate  | \$2,500,000    |

This project will provide a state-of-the-art training environment, ensuring that GFFR personnel can train in realistic conditions, including live fire scenarios, high-rise firefighting, aerial apparatus training, and high-angle technical rescue operations.

Finance recommended setting the project's contingency at 20% or more due to the magnitude of the project and the unknowns that may be found when the area is excavated. Additionally, estimating project costs in the current economic environment has been challenging (potential tariff impacts or other outside influences). Staff will review required contingency amounts as the project scope evolves and prior to issuing any debt.

**Fiscal Impact:** The total loan amount is proposed to be \$2,500,000. The current interest rate for an MBOI loan is 5%. The proposed term for the debt service is 15 years. Annual payment is estimated to be \$238,888.20. Due to its favorable interest rates and available funding, the City commonly uses the Montana Board of Investments (MBOI) Intercap Loan program when committing to non-voted general obligation debt.

Non-voted General Obligation debt is debt that the City Commission can obligate the city to repay for a specific purpose without voter approval. Total non-voted debt capacity of the City of Great Falls' is \$3,616,201. In terms of annual payments, the maximum debt payment the City Commission could commit to is \$593,853 annually (includes prior non-voted General obligation debt previously approved). Projected

funding available in FY26 (w/3.5 mills) is \$471,413. This is the final City Commission action that will be required during the process of issuing the debt.

Any amounts that are authorized in the borrowing that are more than the amount needed for the renovations will be released back to the Montana Board of Investments for their use on other projects. Early redemption of the loan is possible.

**Alternatives:** The City Commission could choose not to enter into the loan agreement. If approval of the loan is not given, alternative financing would be needed for the renovations of the Great Falls Fire Training Center.

**Concurrences:** The Fire Department has looked closely with the Finance Department, Legal Department and City Manager's Office at ways to financing essential capital improvements and training equipment needed at the Fire Training Center.

**Attachments/Exhibits:**

Resolution 10597

Loan closing documents

(GENERAL FUND LOAN)

RESOLUTION AUTHORIZING PARTICIPATION IN THE INTERCAP PROGRAM

CERTIFICATE OF MINUTES RELATING TO  
RESOLUTION NO. 10597

Issuer: City of Great Falls

Kind, date, time and place of meeting: A \_\_\_\_\_ meeting held on \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_.m.  
in \_\_\_\_\_, Montana.

Members present: \_\_\_\_\_

Members absent: \_\_\_\_\_

RESOLUTION NO. 10597

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE MUNICIPAL FINANCE CONSOLIDATION ACT EXTENDABLE BOND (INTERCAP LOAN PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

I, the undersigned, being the fully qualified and acting recording officer of the public body issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of the public body in my legal custody, from which they have been transcribed; that the documents are a correct and complete transcript of the minutes of a meeting of the governing body at the meeting, insofar as they relate to the obligations; and that the meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By \_\_\_\_\_  
Its \_\_\_\_\_

## RESOLUTION NO. 10597

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE MUNICIPAL FINANCE CONSOLIDATION ACT EXTENDABLE BOND (INTERCAP LOAN PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS (the Borrower) AS FOLLOWS:

**ARTICLE I****DETERMINATIONS AND DEFINITIONS**

**Section 1.01. Definitions.** The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise. Capitalized terms used in this Resolution and not defined herein shall have the meanings set forth in the Loan Agreement.

Adjusted Interest Rate means the rate of interest on the INTERCAP Bond determined in accordance with the Board Resolution.

Authorized Representative shall mean the officers of the Borrower designated and duly empowered by the Governing Body and set forth in the application.

Board means the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Board Act means Section 2-15-1808, Title 17, Chapter 5, Part 16, MCA, as amended.

"Board Resolution" means Board Resolution No. 249, adopted November 30, 2021, authorizing the issuance and sale of the INTERCAP Bonds for the purpose of making loans to Eligible Government Units.

Borrower means the local government entity above named, eligible to participate in the INTERCAP Loan Program.

"Borrower Act" means §§ 7-7-4101, MCA authorizing an Eligible Government Unit to borrow money on terms consistent with the Program.

"Electronic Funds Transfer (EFT) Authorization" shall mean the authorization given by the Borrower to the Board to initiate electronic debit and/or credit entries to the Borrower's specified account to fund the Loan and make automatic Loan repayments when due. The Board may also initiate the electronic debit for periodic principal paydown or payoff prior to loan maturity upon the Borrower's request.

INTERCAP Bond means the Bond issued by the Board pursuant to the Board Resolution to finance the Program.

Loan means the loan of money by the Board to the Borrower under the terms of the Loan Agreement pursuant to the Act and the Borrower Act and evidenced by the Note.

Loan Agreement means the Loan Agreement between the Borrower and the Board, including any amendment thereof or supplement thereto entered into in accordance with the provisions thereof and hereof.

Loan Agreement Resolution means this Resolution or such other form of resolution that the Board may approve and all amendments and supplements thereto.

Loan Date means the date of closing a Loan.

Loan Rate means the rate of interest on the Loan which is initially 5.00% per annum through February 15, 2026 and thereafter a rate equal to the Adjusted Interest Rate on the Bond and up to 1.50% per annum as necessary to pay Program Expenses.

Note means the promissory note to be executed by the Borrower pursuant to the Loan Agreement, in accordance with the provisions hereof and thereof, in substantially the form set forth in the Promissory Note, or in such form that may be approved by the Board.

Program means the Board's INTERCAP Loan Program pursuant to which the Board issued the INTERCAP Bond to use the proceeds to make loans to participating Eligible Government Units.

Project means those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program as set forth in the Description of the Project/Summary of Draws.

**Section 1.02. Authority.** The Borrower is authorized to undertake the Project and is further authorized by the Borrower Act to enter into the Loan Agreement for the purpose of obtaining a loan to finance or refinance the acquisition and installation costs of the Project.

**Section 1.03. Execution of Agreement and Delivery of Note.** Pursuant to the Board Act, the Board has issued and sold the INTERCAP Bond and deposited a part of proceeds thereof in the Loan Fund. The Board has, pursuant to the Term Sheet, agreed to make a Loan to the Borrower in the principal amount of \$2,500,000.00 and upon the further terms and conditions set forth herein, and as set forth in the Term Sheet and the Loan Agreement.

## ARTICLE II

### THE LOAN AGREEMENT

**Section 2.01. Terms.** (a) The Loan Agreement shall be dated as of the Loan Date, in the principal amount of \$2,500,000.00 and shall constitute a valid and legally binding obligation of the Borrower. The obligation to repay the Loan shall be evidenced by a Promissory Note. The Loan shall bear interest at the initial rate of 5.00% per annum through February 15, 2026, and thereafter at the Adjusted Interest Rate, plus up to 1.50% per annum as necessary to pay the cost of administering the Program (the Program Expenses). All payments will be automatic pursuant to the EFT Authorization attached hereto when due.

(b) The Loan Repayment Dates shall be February 15 and August 15 of each year.

(c) The principal amount of the Loan may be prepaid in whole or in part if the Borrower requests that the Board approve prepayment of the loan. Upon approval, the Board will initiate an electronic debit using the attached EFT Authorization for prepayment provided that the Borrower has given written notice of its intention to prepay the Loan in whole or in part to the Board no later than 30 days prior to the designated prepayment date or less if the Board agrees to shorter notice.

(d) The Prepayment Amount shall be equal to the principal amount of the Loan outstanding, plus accrued interest thereon to the date of prepayment.

(e) Within the next month following an Adjustment Date, the Board shall calculate the respective amounts of principal and interest payable by each Borrower on and with respect to its Loan Agreement and Note for the subsequent August 15 and February 15 payments and prepare and mail a statement therefor to the Borrower.

**Section 2.02. Use and Disbursement of the Proceeds.** The proceeds of the Loan will be expended solely for the purposes set forth in the Description of the Project/Summary of Draws. The proceeds from the sale of the Note to the Board shall remain in the Borrower's Account pending disbursement at the request of the Borrower to pay the budgeted expenditures in anticipation of which the Note was issued. Requests for disbursement of the Loan shall be made to the Board. Prior to the closing of the Loan and the first disbursement, the Borrower shall have delivered to the Board a certified copy of this Resolution, the executed Loan Agreement and Note in a form satisfactory to the Borrower's Counsel and the Board's Bond Counsel and such other certificates, documents and opinions as set forth in the Loan Agreement or as the Board may require. The Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced).

**Section 2.03. Payment and Security for the Note.** In consideration of the making of the Loan to the Borrower by the Board, the provisions of this Resolution shall be a part of the Agreement of the Borrower with the Board. The provisions, covenants, and Agreements herein set forth to be performed by or on behalf of the Borrower shall be for the benefit of the Board. The Loan Agreement and Note shall constitute a valid and legally binding obligation of the Borrower and the principal of and interest on the Loan shall be payable from the general fund of the Borrower, and any other money and funds of the Borrower otherwise legally available therefor. The Borrower shall enforce its rights to receive and collect all such taxes and revenues to insure the prompt payment of the Borrower obligations hereunder.

**Section 2.04. Representation Regarding the Property Tax Limitations.** The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by state law pursuant to § 15-10-402, MCA, et. seq. The Borrower is familiar with the Montana's property tax limitations and acknowledges that the obligation to repay the Loan under the Agreement and Note are not exceptions to these provisions. The Borrower represents and covenants that the payment of principal of and interest on the Loan can and will be made from revenues available to the Borrower in the years as they become due, notwithstanding the provisions of property tax limitations.

**Section 2.05. Levy and Appropriate Funds to Repay Loan.** The Borrower agrees that in order to meet its obligation to repay the Loan and all other payments hereunder that it will budget, levy taxes for and appropriate in each fiscal year during the term of the Loan an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act, as may be amended, and will reduce other expenditures if necessary to make the payments hereunder when due.

### ARTICLE III

#### CERTIFICATIONS, EXECUTION, AND DELIVERY

**Section 3.01. Authentication of Transcript.** The Authorized Representatives are authorized and directed to prepare and furnish to the Board and to attorneys approving the validity of the Loan, certified copies of this Resolution and all other resolutions and actions of the Borrower and of said officers relating to the Loan Agreement and the Note and certificates as to all other proceedings and records of the Borrower which are reasonably required to evidence the validity and marketability of the Note. All such certified copies and certificates shall be deemed the representations and recitals of the Borrower as to the correctness of the statements contained therein.

**Section 3.02. Legal Opinion.** The attorney to the Borrower is hereby authorized and directed to deliver to the Board at the time of Closing of the Loan his or her opinion regarding the Loan, the Loan Agreement, the Note, and this Resolution in substantially the form of the opinion set forth in the Attorney's Opinion.

**Section 3.03. Execution.** The Loan Agreement, the Note, and any other document required to close the Loan shall be executed in the name of the Borrower and shall be executed on behalf of the Borrower by the signatures of the Authorized Representatives of the Borrower.

PASSED AND APPROVED by the City Commission of the City of Great Falls, Montana, this 5th day of August, 2025.

By \_\_\_\_\_  
Its Mayor

Attest:

By \_\_\_\_\_  
Its City Clerk

Loan #3082

**LOAN AGREEMENT**

between

**BOARD OF INVESTMENTS  
OF THE STATE OF MONTANA**

as Lender

and

**CITY OF GREAT FALLS**

as Borrower

**DATE OF AGREEMENT:** August 22, 2025

**LOAN AMOUNT:** TWO MILLION FIVE HUNDRED THOUSAND AND NO/100  
DOLLARS (\$2,500,000.00)

**ADDRESS OF BORROWER:** City of Great Falls  
P.O. Box 5021  
Great Falls, MT 59403

**CONTACT PERSON OF BORROWER:**

|           |  |
|-----------|--|
| NAME      | Melissa Kinzler  |
| TITLE     | Finance Director   |
| TELEPHONE | (406) 455-8476   |
| E-MAIL    | <a href="mailto:mkinzler@greatfallsmt.net">mkinzler@greatfallsmt.net</a> |

**ALTERNATE CONTACT PERSON**

|           |  |
|-----------|--|
| NAME      | Lisa Kunz  |
| TITLE     | City Clerk   |
| TELEPHONE | (406) 455-8451   |
| E-MAIL    | <a href="mailto:cityclerk@greatfallsmt.net">cityclerk@greatfallsmt.net</a> |

**STATUTORY AUTHORITY FOR BORROWING:** §§ 7-7-4104, MCA



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This Loan Agreement (the "Agreement") dated as of August 22, 2025, and entered into between the Board of Investments of the State of Montana (the "Board"), a public body corporate and instrumentality of the state of Montana, and the City of Great Falls ("the Borrower"), a political subdivision of the state of Montana;

#### **WITNESSETH:**

WHEREAS, pursuant to § 2-15-1808, Montana Code Annotated (MCA) and Title 17, Chapter 5, Part 16, MCA (the "Act"), the Board has established its INTERCAP Loan Program pursuant to which the Board will issue, from time to time, its Annual Adjustable Rate Municipal Finance Consolidation Act Extendable Bond (INTERCAP Loan Program) (the "INTERCAP Bond"), for the purpose of making loans to Eligible Government Units to finance or refinance the acquisition and installation of equipment, personal and real property improvements, and to provide temporary financing of projects, or for other authorized corporate purposes of an Eligible Government Unit (the "Projects"); and

WHEREAS, the Board has agreed to loan part of the proceeds of an issue of such Bonds to the Borrower in the amount of \$2,500,000.00, and the Borrower has agreed to borrow such amount from the Board, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Borrower is authorized under the laws of the State of Montana, and has taken all necessary action, to enter into this Agreement for the Project as identified in the Description of the Project/Summary of Disbursements attached hereto.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

#### **ARTICLE I. DEFINITIONS AND RULES OF INTERPRETATION.**

##### **Section 1.01. Definitions**

The following terms will have the meanings indicated below for all purposes of this Agreement unless the context clearly requires otherwise. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Board Resolution.

"Act" means Section 2-15-1808, MCA and Title 17, Chapter 5, Part 16, MCA as now in effect and as it may from time to time be amended or supplemented.

"Adjusted Interest Rate" means the interest rate on the Loan determined and established pursuant to the Promissory Note and the Loan Agreement or Borrower Resolution.

"Adjustment Date" means the Initial Adjustment Date or a Subsequent Adjustment Date.

"Adjustment Period" means the period beginning on an Adjustment Date and ending on the day before the next succeeding Adjustment Date.

"Amortization Schedule" means the schedule prepared for a loan advance to the Borrower showing the principal amount advanced, the amortization of the principal, and the interest and principal payments due to the Subsequent Interest Adjustment Date.

"Authorized Representative" shall mean the officers of the Borrower designated by the Governing Body and set forth in the Application and signed on behalf of the Borrower by a duly authorized official.



"Board" means the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

"Board Resolution" means Board Resolution No. 249, adopted November 30, 2021, authorizing the issuance and sale of the INTERCAP Bond for the purpose of making loans to Eligible Government Units.

"Borrower" means the City of Great Falls, the Eligible Government Unit, which is borrowing and using the proceeds of the Loan to finance, refinance, or be reimbursed for, all or a portion of the Cost of the Total Project.

"Borrower Act" means §§7-7-4104, MCA, authorizing an Eligible Government Unit to borrow money on terms consistent with the Program.

"Borrower Resolution" means a resolution, duly and validly adopted by a Borrower authorizing the execution and delivery to the Board of an Agreement and Note, in substantially the form provided, or such other form of Resolution that the Board may approve, and all amendments and supplements thereto.

"Commencement Date" means August 22, 2025, the date when the term of this Agreement begins and when the obligation of the Borrower to make Loan Repayments begins to accrue.

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Electronic Funds Transfer (EFT) Authorization" shall mean the authorization given by the Borrower to the Board to initiate electronic debit and/or credit entries to the Borrower's specified account to fund the Loan and make automatic Loan repayments when due. The Board may also initiate the electronic debit for periodic principal paydown or payoff prior to loan maturity upon the Borrower's request.

"Eligible Government Unit" shall mean any municipal corporation or political subdivision of the state, including without limitation any city, town, county, school district, or other special taxing district or assessment or service district authorized by law to borrow money; any board, agency, or department of the state; or the board of regents of the Montana university system when authorized by law to borrow money.

"Event of Default" means any occurrence or event described in Article X hereof.

"Fiscal Year" means the fiscal year of the Borrower beginning July 1 and ending June 30.

"Governing Body" means (i) with respect to a county, the Board of County Commissioners; (ii) with respect to a city, the City Council or Commission; and (iii) with respect to a school district, county water or sewer district, hospital district, rural fire district, or any other special purpose district, the Board of Trustees.

"Initial Adjustment Date" means the first February 16 following the date of the Agreement.

"Initial Interest Rate" means the Loan Rate from the date of the Agreement to the Initial Adjustment Date.

"INTERCAP Bond" means the Board of Investments of the State of Montana's Annual Adjustable Rate Municipal Finance Consolidation Act Extendable Bond (INTERCAP Loan Program), Taxable Series 2022, authorized to be issued for the Program.

"Loan" means the loan of money by the Board to the Borrower under the terms of this Agreement pursuant to the Act and the Borrower Act, evidenced by the Note.

"Loan Agreement" or "Agreement" means this Agreement, including, the attachments hereto, as originally executed or as they may from time to time be supplemented, modified or, amended in accordance with the terms hereof.

"Loan Date" means the date of closing a Loan.

"Loan Rate" means the rate of interest on the Loan as provided for in Section 5.01 of this Agreement.

"Loan Repayment Date" means February 15th and August 15th or, if any such day is not a Business Day, the next Business Day thereafter, during the term of the Loan.

"Loan Repayments" means the payments payable by the Borrower pursuant to Article V of this Agreement.

"Loan Term" means the term provided for in Article VI of this Agreement.

"Maximum Rate" means the maximum rate of interest on the INTERCAP Bond which shall not exceed seven and sixty-five hundredths percent (7.65%) per annum plus up to an additional one and fifty hundredths percent (1.50%), as such Maximum Rate may be adjusted as provided in the Board Resolution.

"Note" means the promissory note executed and delivered by the Borrower attached hereto and made a part hereof.

"Program" means the Board's INTERCAP Loan Program established under the Act and pursuant to which the Board finances Projects for Eligible Government Units.

"Program Expenses" means the expenses of the Program, including (without limitation) other fees and expenses of the Program or of the Board relating thereto as shall be approved by the Board.

"Project" means those items of equipment, personal or real property improvements to be acquired, installed, financed, or refinanced under the Program and set forth in the Description of the Project/Summary of Disbursements attached hereto.

"Project Costs" shall mean the portion of the costs of the Total Project to be financed by the INTERCAP Loan. The Project Costs may not exceed the Loan Amount as set forth on the cover hereof.

"State" means the state of Montana.

"Subsequent Interest Adjustment Date or Subsequent Adjustment Date" means February 16 in the years the Loan remains outstanding.

"Term Sheet" means the document containing the terms and conditions issued by the Board to the Borrower that must be satisfied prior to entering into a Loan Agreement.

"Term Sheet Issuance Date" means the date the Board executes its Term Sheet under the Board's Program.



"Total Project" means the project as described in Section 14 of the Term Sheet and/or Section 2 of the application, of which some or all is to be financed by the INTERCAP Loan.

"Total Project Costs" means the entire cost of acquiring, completing or constructing the project as further described in Section 14 of the Terms & Conditions Sheet and/or Section 2 of the application.

### Section 1.02. Rules of Interpretation.

For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Agreement" means this instrument as originally executed and as it may from time to time be modified or amended.

(b) All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein", "hereof", "hereunder", and "herewith" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

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

(e) The terms defined elsewhere in this Agreement shall have the meanings therein prescribed for them.

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

(g) The headings or captions used in this Agreement are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent hereof.

(h) This Agreement shall be construed in accordance with the laws of the State.

### Section 1.03. Attachments

The following are attachments and a part of this Agreement:

Description of the Project/Summary of Disbursements.  
Borrower's Draw Certificate.  
Promissory Note.  
Opinion of Borrower's Counsel.  
Electronic Funds Transfer (EFT) Authorization  
Certificate of Appropriation (if applicable).

## ARTICLE II. REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

### Section 2.01. Representations and Warranties.

Borrower represents and warrants for the benefit of the Board and the Bondholder as follows:

(a) Organization and Authority. The Borrower:

(1) is a political subdivision of the State of Montana; and

(2) has complied with all public bidding and other State and Federal laws applicable to this Agreement and the acquisition or installation of the Project.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Board or its agents in writing that materially adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of public information affecting the ability of the Borrower to levy property taxes, collect fees and charges for services provided by the Borrower or otherwise receive revenues, that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to make all repayments and otherwise perform its obligations under this Agreement, and the Note.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to make all Loan Repayments and otherwise perform its obligations under this Agreement, and the Note, and that have not been disclosed in writing to the Board.

(d) Borrowing Legal and Authorized. The transaction provided for in this Agreement and the Note:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower, including the adoption of a resolution substantially in the form provided hereto with such modification as may be provided by the Board; and

(2) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any indenture, loan agreement or other instrument (other than this Agreement and the Note) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of any state laws, or ordinances or resolutions of the Borrower; and

(3) the amount of the Loan represented hereby has been added to the amount of all other outstanding debt of the Borrower and together therewith does not result in the Borrower exceeding its statutory debt limitation.

(e) No Violation. No event has occurred and no condition exists that, upon execution of this Agreement and the Note or receipt of the Loan, would constitute a Default or an Event of Default. The Borrower is not in violation in any material respect, and has not received notice of any claimed violation, of any term of any agreement, statute, ordinance, resolution, bylaw or other instrument to which it is a party or by which it or its property may be bound.



(f) Use of Proceeds. The Borrower will apply the proceeds of the Loan solely to finance the Project Costs described in the Description of the Project/Summary of Disbursements attached hereto. In addition, the Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced).

(g) Completion of the Total Project; Payment of Total Project Costs. The Borrower shall proceed diligently to complete the Total Project and to obtain the necessary funds to pay the Total Project Costs thereof. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Total Project in excess of the Loan Amount as set forth on the cover hereof.

### **Section 2.02. Particular Covenants of Borrower.**

(a) Compliance with Statutory Requirements, Competitive Bidding, Montana Labor Laws, Environmental Review, and Other Legal Requirements. The Borrower has complied with all statutory requirements, including competitive bidding and labor requirements and environmental review, applicable to the acquisition and construction of the Project.

(b) Maintenance and Use of Project. The Borrower shall maintain the Project in good condition, make all necessary renewals, replacements, additions, betterments and improvements thereto, is not for private use, and maintain insurance with respect to the Project, its other properties and its operations in such amounts and against such risks as are customary for governmental entities such as the Borrower.

(c) Financial Reports and Audits. The Borrower shall comply with the provisions of Title 2, Chapter 7, Part 5 Montana Code Annotated.

(d) Liens. The Borrower shall not create, incur or suffer to exist any lien, charge or encumbrance on the project vehicle and/or equipment.

(e) Expenses. The Borrower will, at the request of the Board, pay all expenses relating to the Loan and the Note and this Agreement.

### **ARTICLE III. LOAN TO BORROWER.**

Subject to the terms and conditions of this Agreement, the Board hereby agrees to loan and advance to the Borrower, and the Borrower agrees to borrow and accept from the Board, the Loan in the principal amount not to exceed \$2,500,000.00.

### **ARTICLE IV. LOAN PROVISIONS.**

#### **Section 4.01. Commencement of Loan Agreement**

This Agreement shall commence on the date hereof unless otherwise provided in this Agreement.

#### **Section 4.02. Termination of Agreement.**

This Agreement will terminate upon payment in full of all amounts due under this Agreement and upon the full and complete performance and payment of all the Borrower's other obligations hereunder. Until such termination, all terms, conditions, and provisions of this Agreement shall remain in full force and effect.

#### Section 4.03. Term of Loan Agreement.

This Agreement shall be valid for the entire loan amount approved for one year from the Term Sheet Issuance Date. Beginning one year after the Term Sheet Issuance Date, the Board may refuse to make a loan advance if the Board determines that there has been a material adverse change in the circumstances of the Borrower.

#### Section 4.04. Loan Closing Submissions.

Concurrently with the execution and delivery of this Agreement, the Borrower is providing to the Board, the following documents (except that the Board may waive any of such documents):

(a) A certified resolution of the Borrower in form and substance substantially identical to that provided hereto; provided, however, that the Board may permit variances in such certified resolution from the form or substance of such resolution if, in the good faith judgment of the Board, such variance is not to the material detriment of the interests of the Program and the Bondholder;

(b) An opinion of the Borrower's counsel in form and substance substantially identical to the Attorney's Opinion hereto; provided, however, that the Board may permit variances in such opinion from the form or substance of such Attorney's Opinion if, in the good faith judgment of the Board, such variance is not to the material detriment of the interests of the Program and the Bondholder;

(c) The complete and executed EFT Authorization, attached hereto, required by the Board;

(d) A bill, or bills of sale, construction contract or contracts, invoice or invoices, purchase order or purchase orders or other evidence satisfactory to the Board that the Project has been purchased, ordered, constructed or installed by the Borrower or that any construction has been substantially completed and that payment therefor is due and owing or, if the Borrower is to be reimbursed, that payment has been made; and for any debt being refinanced, the canceled note or other financing document or other evidence satisfactory to the Board of such refinancing;

(e) Such other closing documents and certificates as the Board may reasonably request.

#### Section 4.05. Initial and Subsequent Draws of Loan.

For the initial draw of the Loan, the Borrower shall deliver to the Board an executed copy of the Agreement, complete with all attachments as listed in Section 4.04, including the Note and the Agreement Resolution and other documents the Board requires.

For subsequent draws, if applicable, the Borrower shall deliver to the Board, an executed copy of a Disbursement Request items listed in 4.04(d) that are equal to or more than requested draw amount, and any other documents the Board requires.

### ARTICLE V. LOAN REPAYMENTS AND NOTE.

#### Section 5.01. Payment of Loan Repayments

(a) The Loan Repayment Dates shall be on February 15 and August 15 of each year with the first Loan Repayment Date determined as follows:



| <u>Date of Draw</u>             | <u>First Loan<br/>Repayment Date</u> | <u>Payment<br/>Consisting of:</u>           |
|---------------------------------|--------------------------------------|---|
| February 15 through April 17    | August 15                            | Principal and Interest                      |
| April 18 through June 16        | August 15                            | Interest only                               |
| June 17 through August 14       | February 15                          | Principal and interest<br>from date of draw |
| August 15 through October 18    | February 15                          | Principal and Interest                      |
| October 19 through December 17  | February 15                          | Interest only                               |
| December 18 through February 14 | August 15                            | Principal and Interest<br>from date of draw |

(b) Borrower hereby agrees the Loan Repayments will be made pursuant to the attached EFT Authorization on each Loan Repayment Date to be calculated by the Board and consisting of the sum of the following items:

(i) Principal in an amount based upon the initial Amortization Schedule, the Amortization Schedule being initially determined utilizing the Initial Interest Rate. Each advance of the principal of the Loan as shown on the Amortization Schedule shall be repaid in semiannual installments on each Loan Repayment Date commencing on the first Loan Repayment Date following the date thereof and ending on the final maturity date set forth on the Amortization Schedule. Principal payments will not be adjusted but the interest payment will be adjusted as provided in Section 5.01 hereof.

(ii) Interest for each Adjustment Period at the Loan Rate.

(c) The Loan Rate is a combination of the INTERCAP Bond rate per annum plus up to an additional one and fifty hundredth percent (1.50%) per annum as is necessary to pay the Borrower's share of Program Expenses, as determined by the Board, and shall not exceed the Maximum Rate.

(d) Within the following month of the Adjustment Date the Board shall calculate the new interest component of the Loan Repayments and shall send a revised Amortization Schedule to the Borrower showing the amount of the Borrower's semiannual Loan Repayments.

#### Section 5.02. Delinquent Loan Payments.

If the automatic EFT Authorization fails due to insufficient funds, from and after any Loan Repayment Date, until repaid, the Loan shall bear interest at a rate equal to two percent on the yield (coupon equivalent) as of the Loan Repayment Date, on U.S. Treasury Bills of a duration as close as possible to the term over which the Loan Repayment is delinquent.

#### Section 5.03. The Note.

On the date of this Agreement, the Borrower shall execute the attached Note. The obligations of the Borrower under the Note shall be deemed to be amounts payable under Section 5.01. Each payment made to the Board pursuant to the Note shall be deemed to be a credit against the corresponding obligation of the Borrower under Section 5.01 and any such payment made to the Board shall fulfill the Borrower's obligation to pay such amount hereunder and under the Note.



## ARTICLE VI. TERM.

The term of the Loan will be a maximum of 15 years and the specific term for each loan draw will be set forth in the Borrower's Draw Certificate.

## ARTICLE VII. OBLIGATIONS OF BORROWER UNCONDITIONAL

### Section 7.01. Obligations of Borrower.

The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set off, counterclaim, or recoupment by reason of any default by the Board under the Loan Agreement or under any other indebtedness or liability at any time owing to the Borrower by the Board or for any other reason.

## ARTICLE VIII. FINANCIAL COVENANTS (GENERAL FUND).

### Section 8.01. Representation Regarding Property Tax Limitations.

The Borrower recognizes and acknowledges that the amount of taxes it may levy may be limited by the state pursuant to § 15-10-402, et seq. The Borrower is familiar with the Montana property tax provisions and acknowledges that the Loan Repayments to be made under the Agreement and Note are not exceptions to those provisions. The Borrower represents and covenants that such Loan Repayments can and will be made from revenues available to the Borrower, notwithstanding those provisions.

### Section 8.02. Levy and Appropriate Funds to Repay Loan.

The Borrower agrees that in order to meet its obligation to make the Loan Repayments and all other payments hereunder that it will budget for as authorized and appropriate from taxes or any other available sources in each fiscal year during the term of this Agreement an amount sufficient to pay the principal of and interest hereon within property tax limitations and will reduce other expenditures if necessary to make the payments hereunder when due.

### Section 8.03. Reports and Opinion; Inspections.

(a) The Borrower shall deliver to the Board by no later than August 15 of each year during the term of this Agreement, a certificate in substantially the form attached hereto that the Governing Body of the Borrower has budgeted and appropriated for the then current Fiscal Year an amount sufficient to make the Loan Repayments due in that Fiscal Year, as required in Article VIII.

(b) The Borrower agrees to permit the Board to visit, examine, and inspect, at any reasonable time, the property constituting the Project, and the Borrower's facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing, and to supply such reports and information as the Board or the Trustee may reasonably require.

## ARTICLE IX. DISCLAIMER OF WARRANTIES.

THE BOARD AND ITS AGENTS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY OR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PORTION THEREOF OR ANY OTHER WARRANTY WITH RESPECT THERETO. In no event shall the Board or its respective agents be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning, or Borrower's use of the Project or any item or products or services provided for in this Agreement.



## ARTICLE X. OPTION TO PREPAY LOAN.

The Borrower may request the Board approve prepayment of the loan, in whole or if in part, in multiples of \$100, any unpaid principal of the Note plus interest accrued to the date of prepayment. Upon approval, the Board will initiate an electronic debit using the attached EFT Authorization for prepayment of the Loan in whole or in part upon giving 30 days prior written notice to the Board unless the Board agrees to shorter notice.

If the Loan is prepaid in part, the principal amount of the Loan shall be reduced by the portion of the prepayment representing principal and the Loan shall be reamortized by ratably reducing the principal portion of each remaining Loan Repayment.

## ARTICLE XI. ASSIGNMENT.

This Agreement may not be assigned or encumbered by the Borrower for any reason without the express written consent of the Board.

## ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES.

### Section 12.01. Events of Default Defined.

If any of the following events occur, it is an "Event of Default":

(a) Failure by the Borrower to pay any Loan Repayment required to be paid hereunder at the time specified herein and the continuation of such failure for a period of three (3) days after telephonic or e-mail notice by the Board that such payment has not been received;

(b) Failure by the Borrower to observe and perform any covenant, condition, or agreement on its part to be observed or performed under this Agreement, other than as referred to in Section 12.01(a) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the Board, unless the Board shall agree in writing to an extension of time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Board will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) Any warranty, representation, or other statement by or on behalf of the Borrower contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the Loan, is false or misleading in any material respect;

(d) The Borrower files a petition in voluntary bankruptcy under the United States Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(e) The Borrower is generally not paying its debts as the debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Borrower or any of its property is appointed by court order or takes possession thereof and such order remains in effect or the possession continues for more than 30 days.



### **Section 12.02. Notice of Default.**

The Borrower agrees to give the Board prompt written notice if any petition referred to in Section 12.01(d) is filed by the Borrower or upon the occurrence of any other event or condition constituting a Default or an Event of Default immediately upon becoming aware of the existence thereof.

### **Section 12.03. Remedies on Default.**

If an Event of Default referred to in Section 12.01 shall have occurred, the Board shall declare the Loan and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand. Whenever any Event of Default referred to in Section 12.01 hereof shall have happened and be continuing, the Board shall have the right to take one or any combination of the following remedial steps:

(a) Declare the Loan and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by Borrower without further notice or demand; and

(b) Take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its or the Board's rights hereunder, including without limitation, the appointment of a receiver as provided in the Act.

### **Section 12.04. Attorneys' Fees and Other Expenses.**

Upon an Event of Default, the Borrower shall pay to the Board the reasonable fees and expenses of attorneys and other reasonable expenses incurred by either of them, or by any agency of the State selected by the Board to act on its behalf or by the Attorney General, in the collection of Loan Repayments or any other sum due or the enforcement of performance of any other obligations of Borrower.

### **Section 12.05. Application of Money.**

Any money collected by the Board pursuant to Section 12.03 shall be applied: (a) first, to pay any attorney's fees or other fees and expenses owed by Borrower pursuant to Section 12.04 hereof; (b) second, to pay interest due on the Loan; (c) third, to pay principal due on the Loan; (d) fourth, to pay any other amounts due hereunder; and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (d) in this Section 12.05).

### **Section 12.06. No Exclusive Remedy, Waiver, and Notice.**

No remedy herein conferred upon or reserved to the Board is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy, or power accruing upon any Default or Event of Default shall impair any such right, remedy, or power or shall be construed to be a waiver thereof, but any such right, remedy, or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Board to exercise any remedy reserved to it in this Article XII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XII.

## **ARTICLE XIII. MISCELLANEOUS.**

### **Section 13.01. Notices.**

All notices, certificates or other communications hereunder shall be sufficiently given when hand delivered or five days after mailing by registered or certified mail, postage prepaid, to the Borrower at the address specified herein and to the other parties at the following address:

- (1) Board: Montana Board of Investments  
Attn: Bond Program Office  
P.O. Box 200126  
Helena, Montana 59620-0126
- (2) Borrower: City of Great Falls  
P.O. Box 5021  
Great Falls, MT 59401

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

### **Section 13.02. Binding Effect.**

This Agreement shall inure to the benefit of and shall be binding upon the Board, the Borrower, and their respective successors and assigns.

### **Section 13.03. Severability.**

In the event 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.

### **Section 13.04. Amendments, Changes, and Modifications.**

This Agreement may not be amended, changed, or modified by the Borrower unless the amendment shall have been consented to in writing by the Board and made part of this Agreement.

### **Section 13.05. Execution in Counterparts.**

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

### **Section 13.06. Applicable Act.**

This Agreement shall be governed by and construed in accordance with the laws of the State.

### **Section 13.07. Consents and Approvals.**

Whenever the written consent or approval of the Board shall be required under the provisions of this Agreement, such consent or approval may be given by the Executive Director of the Board, or designee, unless otherwise provided by law or by rules, regulations or resolutions of the Board.



### Section 13.08. Indemnity.

The Borrower agrees to indemnify and hold harmless the Board, their respective officers, employees, and agents, from and against any and all losses, claims, damages, liability, or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities, or expenses (including reasonable fees for attorneys, accountants, consultants, and other experts) (collectively referred to hereinafter in this Section 13.08 as "Damages") as follows:

(a) For all Damages arising out of, resulting from, or in any way connected with the Loan or this Agreement, without limitation; and

(b) For all Damages arising out of, resulting from, or in any way connected with the acquisition, construction, installation, and operation of the Project.

Notwithstanding the foregoing, the Borrower shall have no liability for damages solely arising out of, resulting from, or connected to the Loan or Agreement of any other Borrower.

### Section 13.09. Waiver of Personal Liability.

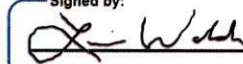
No member, officer, agent, or employee of the Board shall be individually or personally liable for the making of the Loan or be subject to any personal liability or accountability by reason hereof; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law or by this Agreement.

### Section 13.10. Captions.

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

IN WITNESS WHEREOF, the Board has executed this Agreement by its duly authorized officers and the Borrower has caused this Agreement to be executed in its name by its duly authorized officers. All the above occurred as of the date first above written.

BOARD OF INVESTMENTS OF THE  
STATE OF MONTANA

Signed by:   
4D56624EB92E4D7...  
By Louise Welsh  
Its Director of Municipal Loans

CITY OF GREAT FALLS

By Cory Reeves  
Its Mayor

WITNESS OR ATTEST:

By Lisa Kunz  
Its City Clerk

DESCRIPTION OF THE PROJECT/SUMMARY OF DISBURSEMENTS  
FOR  
CITY OF GREAT FALLS

Allocated  
Amount  
of Loan

Description of Project

1.      Renovation of the Great Falls Fire Rescue Training Center      \$2,500,000.00

| Draw #  | Description of Item | Amount Allocated for Item | Date of Draw | Amount of Draw | Amount Remaining for Item |
|---------|---------------------|---------------------------|--------------|----------------|---------------------------|
| 3082-01 | #1 above            | \$2,500,000.00            | 8/22/2025    | \$65,000.00    | \$2,435,000.00            |

**BORROWER'S DRAW CERTIFICATE NO. 3082-1  
FOR DISBURSEMENT OF FUNDS  
UNDER THE LOAN AGREEMENT**

The undersigned, Authorized Representative of the City of Great Falls (the "Borrower") under the Loan Agreement, dated August 22, 2025 (the "Loan Agreement"), by and between the Board of Investments of the state of Montana (the "Board"), certify pursuant to Section 4.04, as follows:

1. We have read Section 4.05 of the Loan Agreement and subsections of Section 4.04 referred to therein and have reviewed appropriate records and documents of the Borrower relating to matters covered by this Certificate. All capitalized terms used in this Certificate shall have the meanings given them in the Loan Agreement unless otherwise defined herein;

2. All terms and conditions of the Loan Agreement to be complied with by the Borrower as of this date have been complied with and satisfied, and all documents described in Section 4 have been delivered;

3. The item number, amount, and nature of each item of Project Costs, as shown on the attached Borrower's Cash Advance Certificate, hereby requested to be reimbursed or paid to the Borrower: (a) has been paid or incurred; (b) is an eligible Project Cost; and (c) has not been previously reimbursed or paid by the Program under the Loan Agreement;

4. To our knowledge after reasonable investigation, there has been no default by the Borrower under the Loan Agreement, which has not been cured; and

5. All representations and warranties made by the Borrower in the Loan Agreement are true and correct on and as of the date of this Certificate and has the same effect as if made on such date.

You are hereby requested to advance pursuant to Section 4.05 of the Loan Agreement the amount shown below and make payment to the entitled entity to receipt thereof as shown on the EFT Authorization.

Cash Amount to (ACH): \$65,000.00

Term to be Amortized: August 22, 2025 through August 15, 2040 (15 years)

Project Description: Renovation of the Great Falls Fire Rescue Training Center

WITNESS my hand this 22nd day of August, 2025.

CITY OF GREAT FALLS

By Cory Reeves

Its Mayor

ATTEST:

By Lisa Kunz

Its City Clerk



GREAT FALLS 3082-01

# MONTANA

BOARD OF INVESTMENTS  
INTERCAP

AUTOPAY

BORROWER: GREAT FALLS  
 LOAN COMMITMENT: \$ 2,500,000.00  
 TOTAL DRAWS TO DATE: \$ -  
 THIS DRAW DOWN: \$ 65,000.00  
 REMAINING COMMITMENT: \$ 2,435,000.00

MATURITY DATE: 8/15/2040  
 # OF LOAN PAYMENTS: 30  
 LOAN/DRAW NUMBER: 3082-01  
 DATE OF THIS DRAW: 8/22/2025  
 NOTE/BOND DATE: 8/22/2025  
 JOURNAL #

PROJECT: RENOVATION OF THE GREAT FALLS FIRE RESCUE TRAINING CENTER

| PAYMENT<br>DUE        | INTEREST<br>RATE | # DAYS<br>DUE | INTEREST<br>PAYMENT | PRINCIPAL<br>PAYMENT | O/S LOAN<br>BALANCE | TOTAL AMOUNT<br>OF PAYMENT |
|-----------------------|------------------|---------------|---------------------|----------------------|---------------------|----------------------------|
| * BEGINNING BALANCE * |                  |               |                     |                      | 65,000.00           |                            |
| 2/15/2026             | 5.000%           | 177           | 1,576.03            | 1,529.52             | 63,470.48           | \$3,105.55                 |
| 8/15/2026             |                  | 181           |                     | 1,531.83             | 61,938.65           |                            |
| 2/15/2027             |                  | 184           |                     | 1,544.35             | 60,394.30           |                            |
| 8/15/2027             |                  | 181           |                     | 1,608.10             | 58,786.20           |                            |
| 2/15/2028             |                  | 184           |                     | 1,623.81             | 57,162.39           |                            |
| 8/15/2028             |                  | 182           |                     | 1,684.30             | 55,478.09           |                            |
| 2/15/2029             |                  | 184           |                     | 1,711.02             | 53,767.07           |                            |
| 8/15/2029             |                  | 181           |                     | 1,772.42             | 51,994.65           |                            |
| 2/15/2030             |                  | 184           |                     | 1,795.00             | 50,199.65           |                            |
| 8/15/2030             |                  | 181           |                     | 1,860.87             | 48,338.78           |                            |
| 2/15/2031             |                  | 184           |                     | 1,887.14             | 46,451.64           |                            |
| 8/15/2031             |                  | 181           |                     | 1,953.80             | 44,497.84           |                            |
| 2/15/2032             |                  | 184           |                     | 1,983.96             | 42,513.88           |                            |
| 8/15/2032             |                  | 182           |                     | 2,048.51             | 40,465.37           |                            |
| 2/15/2033             |                  | 184           |                     | 2,088.38             | 38,376.99           |                            |
| 8/15/2033             |                  | 181           |                     | 2,154.01             | 36,222.98           |                            |
| 2/15/2034             |                  | 184           |                     | 2,192.53             | 34,030.45           |                            |
| 8/15/2034             |                  | 181           |                     | 2,261.78             | 31,768.67           |                            |
| 2/15/2035             |                  | 184           |                     | 2,304.80             | 29,463.87           |                            |
| 8/15/2035             |                  | 181           |                     | 2,375.00             | 27,088.87           |                            |
| 2/15/2036             |                  | 184           |                     | 2,422.76             | 24,666.11           |                            |
| 8/15/2036             |                  | 182           |                     | 2,492.26             | 22,173.85           |                            |
| 2/15/2037             |                  | 184           |                     | 2,548.17             | 19,625.68           |                            |
| 8/15/2037             |                  | 181           |                     | 2,618.94             | 17,006.74           |                            |
| 2/15/2038             |                  | 184           |                     | 2,676.88             | 14,329.86           |                            |
| 8/15/2038             |                  | 181           |                     | 2,750.24             | 11,579.62           |                            |
| 2/15/2039             |                  | 184           |                     | 2,813.68             | 8,765.94            |                            |
| 8/15/2039             |                  | 181           |                     | 2,888.20             | 5,877.74            |                            |
| 2/15/2040             |                  | 184           |                     | 2,957.40             | 2,920.34            |                            |
| 8/15/2040             |                  | 182           |                     | 2,920.34             | 0.00                |                            |

**COMMENTS:**

Your first payment will be on February 15, 2026. Interest payments shown from February 16, 2025 to February 15, 2026 are computed at 5.00 percent. After February 15, 2026 interest rates will be adjusted to reflect the adjusted interest rate applied on the outstanding principal balance.

CONTACT:

MONTANA BOARD OF INVESTMENTS  
 INTERCAP LOAN PROGRAM  
 PO BOX 200126  
 HELENA, MT 59620-0126  
 406-444-0001

CITY OF GREAT FALLS  
 P.O. BOX 5021  
 GREAT FALLS, MT 59403  
 mkinzler@greatfallsmt.net



Montana Materials & Construction Great Falls  
3115 Rainbow Dam Road  
Great Falls, MT 59404

Invoice No: 615854-1  
Invoice Date: 07/16/2025  
Contract: 615854  
Customer No: 126233  
Terms: Net 10th  
Due Date: 08/10/2025  
Application: 1  
Invoiced Period: -  
Customer PO: -

To: CITY OF GREAT FALLS PUBLIC  
WORKS DEPT  
PO Box 5021  
Great Falls, MT 59403

Page 1 of 1

Job Name: Fire Dept Training Tower Demo

| Item              | Description     | Contract    |     |            | Completed to Date  |       |           | Current Invoice |             |           |
|-------------------|-----------------|-------------|-----|------------|--|-------|-----------|-----------------|-------------|-----------|
|                   |                 | Units       | U/M | Unit Price | Amount   | Units | Amount    | %               | Units       | Amount    |
| 1                 | Demo Fire Tower | 1.00        | LSU | 65,000.00  | 65,000.00  | 1.00  | 65,000.00 | 100.00          | 1.00        | 65,000.00 |
| Original Contract |                 | \$65,000.00 |     |            | Subtotal   |       |           | \$65,000.00     |             |           |
|                   |                 |             |     |            | Retainage  |       |           | \$0.00          |             |           |
|                   |                 |             |     |            | Sales Tax/GRT  |       |           | \$0.00          |             |           |
|                   |                 |             |     |            |  |       |           | \$65,000.00     |             |           |
|                   |                 |             |     |            | Total Due This Invoice   |       |           |                 | \$65,000.00 |           |
|                   |                 |             |     |            | A late charge of 1 1/2 % per month which is an annual percentage rate of 18% or \$2.00<br>whichever is greater, will be charged on all accounts not paid per the terms of the agreement. |       |           |                 |             |           |

Remit to: Montana Materials & Const  
PO Box 740012  
Los Angeles, CA 90074

Customer Name: CITY OF GREAT FALLS PUBLIC WORKS DEPT  
Customer No: 126233  
Invoice Number: 615854-1  
Invoice Amount: 65,000.00  
Contract No: 615854

Amount Remitted: 270



Loan #3082

**PROMISSORY NOTE**

FOR VALUE RECEIVED, the City of Great Falls, a political subdivision organized under the laws of the state of Montana (the "Borrower"), hereby promises to pay to the order of the Board of Investments of the State of Montana (the "Board") the principal amount of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) or such lesser amount as shall actually be advanced to the Borrower under the Loan Agreement (hereinafter defined) as evidenced by the Amortization Schedule attached hereto and as annually revised in March for every year the loan advance is outstanding, together with interest thereon in the amount calculated as provided in the Loan Agreement, payable semiannually on February 15 and August 15 in the amounts and as provided in the Loan Agreement and as set forth hereto.

The maturity date of this loan as evidenced by this Promissory Note is August 15, 2040 or sooner at the option of the Borrower pursuant to the Loan Agreement.

This Promissory Note is issued pursuant to the Loan Agreement dated as of August 22, 2025, between the Board and the Borrower (the "Loan Agreement") and issued in consideration of the loan made thereunder (the "Loan") and in evidence of the obligations of the Borrower set forth in Section 5 thereof. Payments hereunder shall be made directly to the Board pursuant to the EFT Authorization attached hereto. All the terms, conditions and provisions of the Loan Agreement are, by this reference hereto, incorporated herein as a part of this Promissory Note.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Pursuant to the Loan Agreement, advances shall be made to the Borrower under the Loan Agreement from time to time upon the terms and conditions set forth in the Loan Agreement.

This Promissory Note is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of setoff, counterclaim, or recoupment by reason of any default by the Board under the Loan Agreement or under any other indebtedness or liability at any time owing to the Borrower by the Board or for any other reason.

This Promissory Note is subject to optional prepayment under the terms and conditions provided in Article X of the Loan Agreement upon giving 30 days prior written notice to the Board or less if the Board agrees to shorter notice.

If an "Event of Default" occurs under Section 12.01 of the Loan Agreement, the principal of this Promissory Note may be declared due and payable in the manner and to the extent provided in Article XII of the Loan Agreement.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Montana to be done, to exist, to happen and to be performed precedent to and in the issuance of this Note, in order to make it a valid and binding obligation of the Borrower according to its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Borrower will, as authorized by and according to applicable provisions and limitations of law annually levy sufficient tax

receipts or collect sufficient revenues, as the case may be, with other funds available therefor, to pay the principal and interest hereon when due; and that this Note, together with all other indebtedness of the Borrower outstanding on the date of original issue hereof and on the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness of the Borrower.

IN WITNESS WHEREOF, the City of Great Falls has caused this Promissory Note to be duly executed, attested, and delivered, as of this 22nd day of August, 2025.

CITY OF GREAT FALLS

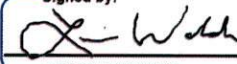
By Cory Reeves  
Its Mayor

(SEAL)

ATTEST:

By Lisa Kunz  
Its City Clerk

BOARD OF INVESTMENTS OF THE  
STATE OF MONTANA

Signed by:  
  
4D56624EB92E4D7...  
By Louise Welsh  
Its Director of Municipal Loans