



City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
April 15, 2025
7:00 PM

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

Public participation is welcome in the following ways:

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

Meeting Decorum Statement

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

COMMUNITY INITIATIVES

1. Miscellaneous Reports and announcements from Sheriff Jesse Slaughter.

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, April 1, 2025, Special City Commission Meeting.
- [7.](#) Minutes, April 1, 2025, City Commission Meeting.
- [8.](#) Total Expenditures of \$2,584,152 for the period of March 13, 2025 through March 26, 2025, to include claims over \$25,000, in the amount of \$1,941,300.
- [9.](#) Contracts List.
- [10.](#) Approve final payments for the Sanitary Sewer Trenchless Rehabilitation Phase 26 in the amounts of \$37,839.34 to Insituform Technologies, LLC. and \$382.22 to the State Miscellaneous Tax Fund totaling \$38,221.56, and authorize the City Manager to make the payments.
- [11.](#) Accept the low bid from Thatcher Company of Montana, Inc. and authorize staff to purchase liquid aluminum sulfate in the amount of \$675.00 per ton, up to the maximum amount of 1,250 dry tons for the period of July 1, 2025 through December 31, 2026.
- [12.](#) Accept the low bid from Brenntag Southwest, and authorize staff to purchase liquid ammonium sulfate in the amount of \$660.00 per ton, up to the maximum amount of 150 tons for the period of July 1, 2025 through December 31, 2026
- [13.](#) Accept the low bid from Hawkins Inc. and authorize staff to purchase liquid chlorine in the amount of \$2450.00 per ton, up to the maximum amount of 130 tons for the period of July 1, 2025 through December 31, 2026
- [14.](#) Approve the OpenGov Agreement Q-06226 for Asset Management Software Subscription and Support Service in the amount of \$304,445.79 over a 3-year term (\$8,320.00 Current to August 2025, \$93,933.63 Year 1, \$98,630.33 Year 2, and \$103,561.83 Year 3) and authorize the City Manager to execute the agreement documents.
- [15.](#) Set a public hearing for May 6, 2025 on Resolution 10572, to establish fees pertaining to Building and Construction to include reduced Plan Review Fees on identical structures for Commercial and Residential Plan Reviews at 25% of the Building Permit Fee.

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 10565, Conditional Use Permit (CUP) for a “Contractor Yard, Type I” land use with an additional allowance of up to 2,500 square feet of temporary storage containers, upon the property addressed as 3104 Upper River Road. *Action: Conduct a public hearing and adopt or deny Res. 10565. (Presented by Brock Cherry)*
- [17.](#) Resolution 10576, A request from the City of Great Falls to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for signage improvements needed for the North Parking Garage located at 17 4th Street North. *Action: Conduct a public hearing and adopt or deny Res. 10576. (Presented by Brock Cherry)*
- [18.](#) Resolution 10569, Fee Schedule for Great Falls Fire Rescue. *Action: Conduct a public hearing and adopt or deny Res. 10569. (Presented by Jeremy Jones)*

OLD BUSINESS

NEW BUSINESS

- [19.](#) Purchase of Property addressed as 5200 2nd Avenue North. *Action: Approve or not approve the purchase of the property for a purchase price of \$374,000 and authorize the City Manager to enter into all necessary documents and agreements to complete the transaction. (Presented by Christoff Gaub)*
- [20.](#) 4th Ave North Street Reconstruction project. *Action: Award or not award a contract in the amount of \$2,063,650 to United Materials of Great Falls, Inc. for the 4th Ave North Street Reconstruction project, and authorize the City Manager to execute the contract documents. (Presented by Christoff Gaub)*
- [21.](#) Financing for the Fire Training Center Renovations. *Action: Approve or deny staff to secure financing for the Fire Training Center Renovations for up to \$2,500,000 through a loan application with the Montana Board of Investments INTERCAP loan program and authorize the City Manager/Finance Director to execute the required documents. (Presented by Melissa Kinzler and Jeremy Jones)*

ORDINANCES / RESOLUTIONS

- [22.](#) Ordinance 3272, Amending Title 5, Chapters 1-3, Title 6, Chapter 1, Title 8, Chapter 14, and Title 17, Chapter 20 of the Official Code of the City of Great Falls (OCCGF) pertaining to Business Licenses, Permits, and Safety Inspection Certificates provisions. *Action: Adopt or deny Ord. 3272. (Presented by Brock Cherry)*
- [23.](#) Resolution 10577, Appointing and Establishing a Governance Structure and Fiscal Agent for Opioid Litigation Settlement Funds. *Action: Adopt or deny Res. 10577 and designate two members of the City Commission and the Finance Director to be the Governing Board, as well as the authorized official for communicating with the National Opioid Settlement Administrator. (Presented by David Dennis)*

CITY COMMISSION

24. Miscellaneous reports and announcements from the City Commission.

25. Commission Initiatives.

26. Legislative Initiatives.

ADJOURNMENT

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

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

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

JOURNAL OF SPECIAL COMMISSION PROCEEDINGS**April 1, 2025**

Special City Commission Meeting

Mayor Reeves presiding
Commission Chambers Room 206**CALL TO ORDER: 4:00 PM****PLEDGE OF ALLEGIANCE**

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Cory Reeves, Susan Wolff, Rick Tryon, Joe McKenney and Shannon Wilson. Also present were City Manager Greg Doyon and Executive Assistant Krista Artis; City Attorney David Dennis; Public Works Street and Traffic Manager Eric Boyd; Fire Chief Jeremy Jones; Police Captain Jeff Newton; and, Deputy City Clerk Darcy Dea.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: With regard to Agenda Item 2, Commissioner Wolff disclosed that Subaru reached out to her about the appeal process and she informed them who to contact from Crusin' the Drag and the City. She also purchased her car from Subaru; however, there is no personal gain and will be voting on this item.

Commissioner McKenney disclosed that he has a bench advertisement on the 800 block of Central Avenue in front of the Masonic Temple; however, there is no personal gain or loss and will be voting on Agenda Item 2.

PETITIONS AND COMMUNICATIONS

1. None.

NEW BUSINESS

2. **ADMINISTRATIVE APPEAL – APPEAL FROM GREAT FALLS SUBARU ON CITY STAFF DECISION TO ISSUE A SPECIAL EVENT PERMIT TO SCOTT PASKE WITH CRUISIN THE DRAG FOR A STREET CLOSURE ON MAY 3, 2025.**

Mayor Reeves asked for opening argument by the Permit Appellant.

Appellant Jeremy Day, Great Falls Subaru Dealership Owner, appeared via Zoom, explained that since purchasing the dealership from Lithia in May 2022, Great Falls Subaru and his family support the Cruisin' the Drag event and have participated in several downtown events. He understands that downtown events provide an economic boost, community and cultural engagement and promotes local identity. He has attempted several times to provide support to Cruisin' the Drag President Darrin Schreder; however, Mr. Schreder has refused any support and will no longer meet with him.

In 2023, the Cruisin' the Drag event provided an opportunity for Great Falls Subaru to contribute to local businesses through increased sales, as well as raise the profile of Great Falls Subaru as a community-focused business. Great Falls Subaru experienced record-breaking sales during the event because the main entrance to the dealership was not blocked. Road closures were well-managed and adequate detours provided to ensure that emergency services and public

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transportation were not obstructed. The event encouraged responsible public behavior, promoted an atmosphere of safety and community engagement.

In 2024, he asked Mr. Schreder to do the same thing as in 2023, except this time he wanted to support him in a better way with donations, land usage and bring in a Subaru WRX group to be involved in the event. Great Falls Subaru was able to donate over \$50,000 to charities, such as Habitat for Humanity, Maclean-Cameron Animal Adoption Center, Family Promise and others. Mr. Schreder refused Mr. Day's offerings and informed him that Subaru's front entrance would be closed for the event. The 2024 Cruisin' the Drag event had a significantly negative impact on Subaru's sales and services.

Mr. Day explained that all other downtown events are fine because they are only a few hours; however, the Cruisin' the Drag event is all day. May is the largest car sales month in Montana and it could cost him in excess of \$100,000 if he closes all day. Great Falls Subaru is a family-operated, local downtown business that gives back to the community, provides education and employment at various levels of income 24/7 versus a one-day event.

Mr. Day requested that the Commission have the event modified like in 2023, take the land that he has offered for the event and not block the dealership's front entrance.

Mayor Reeves asked for presentation of the staff report.

City Manager Doyon reported that City staff urges the Commission to uphold the administrative decision to issue the Special Event Permit for Cruisin' the Drag as approved, closing Central Avenue from Park Drive to 9th Street for the May 3, 2025 event. This event marks its 25th Anniversary and has become a cornerstone of Great Falls' civic and economic calendar. Based on a comprehensive review under Ordinance 9.4.040, this permit was properly issued after thorough interdepartmental evaluation, balancing the interests of public safety, business access, and the broader community.

The event is projected to draw over 30,000 attendees and showcase more than 1,000 classic and custom vehicles, significantly surpassing previous years. Local businesses, vendors, hotels, and restaurants benefit from this massive influx. The event generates positive economic ripple effects across the City, not just on Central Avenue. Police, Fire, Streets, and Parks reviewed and approved the street closure. The proposed configuration allows for a safe and efficient flow of foot traffic while maintaining emergency access lanes and reducing driver confusion. Attempting to open Central at 8th Street would compromise both safety and event continuity, particularly with vehicle staging and barricade placement.

The dealership retains four alternative access points, including entrances on the south, east and west sides of the property. Staff and event organizers accommodated a request from Great Falls Subaru in 2023 to use the referenced modified plan but it created confusion and safety concerns for drivers and event attendees. The suggested alternative from Great Falls Subaru was to donate

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their parking lot on the northeast corner of Central, if the street could remain open to help accommodate some of the participant entries. Cruisin' the Drag event organizer had stated that would be difficult to tie the parking lot into the event, which is primarily located on Central Avenue. Full closure through 9th Street is essential to accommodate the projected vehicle entries, up to 156 cars on that block alone.

The City provided a last-minute adjustment in 2023 at Subaru's request, which caused traffic confusion and compromised event staging. The proposed configuration restores a street closure footprint used for more than a decade that would balance fairness, functionality, and the public interest. The permit process was transparent, timely, and consistent with City Code. Event organizers complied with all requirements, including insurance, notification, and indemnification provisions. No objections were raised by other impacted businesses, and coordination was achieved with the Masonic Temple and downtown hotels. The City does not dismiss Subaru's concerns and staff explored options to mitigate impacts. He requested that the Commission deny the appeal and allow Cruisin' the Drag to proceed as designed.

Mayor Reeves asked if there was any discussion amongst the Commissioners or questions for the appellant or City staff. Hearing none, Mayor Reeves asked if there were any comments from the public in favor of the appeal to have the City staff decision overturned.

Appellant Brian Drewes, Great Falls Subaru General Manager, explained that he has been with the dealership for approximately 14 years and a participant with Cruisin' the Drag event throughout all of those years. The barricades were always open to allow drivers to come into the dealership to get their vehicles serviced and the General Manager, when the dealership was Lithia Motors, would move the barricades to allow customers to come in. One thing that makes Great Falls Subaru different from other downtown businesses is that vehicles need to be in the building to be serviced. It is difficult to get vehicles into the building when it is chaotic and people do not come in unless there is a clear path to the front of the building.

Mayor Reeves asked if there were any comments from the public in opposition of the appeal to have the City staff decision overturned.

Permit Applicant Darrin Schreder, President of Cruisin' the Drag, clarified that he was not the President of Cruisin' the Drag in 2023 and the conversations that Mr. Day mentioned was with the previous president of Cruisin' the Drag. Mr. Schreder explained that when Bennett Motors first started the show there was approximately 400 to 500 cars over those 22 years and in 2023, there were 500 cars at the event. The event grew 59% in 2024 with 783 cars and event organizers were not prepared because they based it off the previous 22 years. Having approximately 25 cars worth up to \$100,000 parking in the center of Central Avenue was a liability issue because of the potential damage to the cars from people walking on either side of them.

Anticipating another growth spurt and knowing it has outgrown the space, event organizers asked Subaru if the event could extend to 1st North and 1st South to utilize as much private access as

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possible. He is aware that there is a financial impact on Subaru; however, it is for one day. Based on data received from the Great Falls Tourism office, the Cruisin' the Drag event on brings in approximately \$1.5 million to the economy of Great Falls. If cars had to be turned away because of losing up to 150 parking spots on Central Avenue, it would be the demise of the event.

Mr. Day responded that the parking lot he offered holds up to 80 cars. The car show could come down Central Avenue, parking cars all the way down 8th Street and into the Subaru parking lot on Central.

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

Commissioner Tryon moved, seconded by Commissioner Wilson, that the City Commission uphold staff decision and deny Great Falls Subaru's appeal of a City issued Special Event Permit and Street Closure for the Cruisin' the Drag Event scheduled for May 3, 2025.

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

Commissioner Wolff commented that communication goes a long way. If the permit applicant and appellant would get together this could be worked out and a "win-win" for both parties. It is her understanding there was a meeting with the Permit Applicant and City staff; however, Subaru was not involved in that meeting.

Commissioner Tryon inquired about the about Subaru's financial impact on services and sales, as well as the impact on safety during the event. He commented that he sees the event as a positive impact financially for Subaru because it brings people into their dealership to look at their cars.

Police Chief Jeff Newton responded that as long as the event has proper signage, people directing vehicle and foot traffic, and emergency response access, there should be no impact on safety. The Great Falls Police Department (GFPD) has had no issues the last two years with the event.

Fire Chief Jeremy Jones responded that ingress and egress are not hampered with this event. His concern is having quick access for a fire apparatus in the event of an emergency in a small area with a large concentration of people. However, the permit application has met all of Great Falls Fire Rescue's criteria.

Commissioner Tryon commented that Cruisin' the Drag is a one-day event and is a part of the culture in Great Falls.

Commissioner Wilson inquired what would stop a vehicle from getting into the service department if only the front entrance to Subaru is closed when the parking lot is just as accessible from the alley and 1st Avenue South.

Mr. Drewes inquired if he could respond to the inquiries of Commissioner Tryon and Wilson.

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City Attorney David Dennis responded that in the interest of providing due process, it is appropriate that one of the proponents could respond to the Commission's inquiries.

Mr. Drewes responded that the impact on services is not strictly because of the front entrance being closed, it is also because there are 30,000 people attending the event. The parking lot is absolute chaos with people trying to park anywhere they can and vehicles coming from both sides of the alley at the same time. This makes it impossible for anyone to get into the Service Department.

The event also has an impact on sales. A sales person cannot take a customer on a test drive because they cannot get out due to cars packed in everywhere and no one directing traffic. Subaru staff is out trying to protect the assets of the dealership from people parking wherever they want. Subaru sustains a lot of damage to the property because everyone is going through the parking lot and the event has a massive impact on the dealership, sales and services.

Commissioner Wilson commented that she does not believe closing the Central Avenue entrance would be an impediment to being able to operate the dealership with four other access points available.

Commissioner McKenney expressed opposition to the interpretation of Roberts Rules. He commented that opening arguments by the Permit Appellant and City staff are proving specific and clear information to the Commission. The Commission should be allowed to ask questions after it hears from proponents and opponents because of the new information provided.

Commissioner McKenney concurred with Commissioner Wolff's comments. He added that he is disappointed that this issue came before the Commission because there could have been communication to come to a better resolution. The Cruisin' the Drag event has been going on for many years and should continue to 9th Street.

Commissioner Wolff commented that she struggled with this. Being a customer of Subaru, she has had difficulty coming to the dealership from alleys or 1st Avenue South. During the event, there are other traffic situations because of the volume of people and cars parked illegally. She trusts Police, Fire and Streets approval of the street closure with regard to safety and the businesses impacted will be one day. There will be several businesses impacted this summer for months when water and wastewater lines are replaced. Commissioner Wolff explained that she is voting in favor of the staff decision; however, she wants to know that Mr. Schreder and Mr. Day are getting together and if not, they will be hearing from her. There needs to be respect for each other and for a business that will be affected the most from this event. She is disappointed that Subaru was excluded from that planning meeting where a solution could have been created at that time. She requested that City staff include Subaru next year.

Commissioner Tryon inquired if the City intentionally left Subaru out of a planning meeting.

Executive Assistant Krista Artis responded that was not the City's intent and it was not a planning meeting. Subaru Administrative Assistant Abby Waggoner came into the City Manager's office and asked if how the permit was issued could be changed. Executive Assistant Artis had concerns about Ms. Waggoner's request and reached out to Mr. Schreder to explain that Subaru did not want

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the City to close in front of their dealership. Mr. Schreder asked to meet with Executive Assistant Artis to explain Subaru's situation with regard to why they needed that area. Executive Assistant Artis met with Mr. Schreder to hear his side so she could make an informed decision on the permit application based on what they were requesting. No other City staff were involved in that meeting between her and Mr. Schreder.

Commissioner Tryon commented that he appreciated the clarification. He hopes that the two parties can get together to work out a compromise so the City is not back in this position again next year.

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

Motion carried 5-0.

ADJOURNMENT

There being no further business to come before the Commission, **Mayor Reeves moved, seconded by Commissioner Tryon, to adjourned the special meeting of April 1, 2025, at 4:50 p.m.**

Motion carried 5-0.

Mayor Cory Reeves

Deputy City Clerk Darcy Dea

Minutes Approved: April 15, 2025

JOURNAL OF COMMISSION PROCEEDINGS**April 1, 2025**

Regular City Commission Meeting

Mayor Reeves presiding
Commission Chambers, Room 206**CALL TO ORDER: 7:00 PM****PLEDGE OF ALLEGIANCE**

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

AGENDA APPROVAL: Without objection, Mayor Reeves removed Item 13, Establishing Residential and Commercial Water, Sewer and Storm Drain Utility Service Rates Effective July 1, 2025, from the agenda for additional time to obtain information pertaining to the significant capital needs and potential future development that was discussed at this evening's work session. There were no proposed changes to the agenda by the City Manager. The Agenda was approved as amended.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

MILITARY UPDATES

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM MONTANA AIR NATIONAL GUARD (MANG).

Colonel Scott Smith, 120th Airlift Wing Commander, announced the following:

- A Site Activation Task Force [SATAF] will kick off the review of the intercontinental ballistic conversion/modernization process on September 15-19, 2025. The proposed timeframe of getting their first airplanes is October 2026.
- Two pilots and seven loadmasters are attending school.
- Last week MANG divested its first C130-H model aircraft to Little Rock, with the last aircraft expected to leave in December.
- The \$31 million dollar fuel tank project is underway with an end date of fall 2026.
- The ramp project for the new C130's should be completed by the end of the month.
- The end date for the landing zone at the airport is Fiscal Year 27.
- HB 5 is still going through the legislature for the state to purchase property in Power, MT for a drop zone.
- After a traffic study, the main gate construction award is set for 2026 with construction beginning in 2027.
- MANG's 10-year construction plan with the new hangar will be approximately \$1 billion dollars.
- A deployment is scheduled for the end of May 2025 with a return date in the fall.
- An inspection is scheduled for June 2026.

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- Sri Lankan partners will be in Great Falls visiting MAFB April 30.

With regard to the military being mentioned in *The Electric's* article today about usage of the Scheel's Aim High Big Sky Recreation and Aquatics facility, Colonel Smith noted that he was not the wing commander during the grant process for the facility. When he took over as wing commander he was informed that MANG would have access to the facility for training events. He is not sure whether that is or is not correct, and commented that it was probably an assumption.

MANG rented the facility on August 24, 2024. However, the 30-foot wide C130 parachutes require a full pool rather than two lanes, and the \$440 cost was not economical for their continued use. MANG performs its water rescue training at Great Falls High School for a rental fee of \$157 for the entire pool.

PETITIONS AND COMMUNICATIONS

2. **Inge Buchholz**, 2208 23rd Street South, expressed appreciation to Great Falls Fire Rescue and discussed the professionalism the firefighters exhibited during a call to her apartment building last week.

John Hubbard, City resident, commented he could not get answers why Governor Gianforte is sitting on \$2.5 billion dollars of taxpayer money, and where the marijuana tax and lottery monies are going. He further spoke in opposition to any proposed sales tax.

NEIGHBORHOOD COUNCILS

3. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

BOARDS AND COMMISSIONS

4. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

CITY MANAGER

5. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon reported that Great Falls' water was voted second best in the state during the Montana Rural Water Association's water tasting competition last week.

The Public Works Department will be partnering with Veolia North America to host a free household hazardous collection waste event for the community on April 12, 2025 from 9 a.m. to 1 p.m. on the corner of 1st Street South and 3rd Avenue South.

The Park and Recreation Forestry Division received its 44th Tree City award. Great Falls is the longest awarded city in Montana.

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The City of Great Falls retained its Aa3 credit rating through Moody's. The Aa rate demonstrates very strong creditworthiness relative to other US municipal or tax-exempt issuers or issues. This rating demonstrates the great financial management from the Finance Department and how the elected officials have been responsible with debt service over the years to maintain that rating.

The City's lobbyist reported that Senate Bill 357 is headed to the governor for signature. That legislation relates to opening the basin that the City is in for water rights activities. It basically extends the perfection deadline for certain areas along the Missouri River that will help the City have options down the road if the city grows and/or has a big industry that comes in that requires a lot of water. Making sure that the City is maintaining those rights in a responsible way to meet the needs as the City continues to grow is one of the most consequential things that we do as a community.

CONSENT AGENDA.

6. Minutes, March 18, 2025, City Commission Meeting.
7. Minutes, March 18, 2025, Special City Commission Meeting.
8. Total Expenditures of \$2,460,405 for the period of February 27, 2025 through March 12, 2025, to include claims over \$25,000, in the amount of \$1,852,383.
9. Contracts List.
10. Approve the Amendment to Section A. of the City Manager Employment Agreement and extend the term for the Agreement an additional three years through March 24, 2029.
11. Set a public hearing for April 15, 2025 on Resolution 10569, Revising Fee Schedule for Great Falls Fire Rescue.
12. Set a public hearing for May 6, 2025 on Resolution 10573, Establishing Residential and Commercial Sanitation Service Collection Rates Effective June 1, 2025.
- ~~13. Set a public hearing for May 6, 2025 on Resolution 10574, Establishing Residential and Commercial Water, Sewer and Storm Drain Utility Service Rates Effective June 1, 2025.~~
14. Approve a change order in the amount of \$8,500 to Guy Tabacco Construction for the SLIPA GFPD Secure Front Desk Project utilizing SLIPA and City funds, and authorize the City Manager to execute the change order documents. **OF 1835.0**

Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission approve the Consent Agenda, with item 13 being removed, as presented.

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

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Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS**OLD BUSINESS****NEW BUSINESS**

15. WATER TREATMENT PLANT SEDIMENTATION BASIN UPGRADES PROJECT, PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES. OF 1808.2

Public Works Director Chris Gaub reported that Agenda Item 15 is a Professional Services Agreement with AE2S. This would enable the City to start the process of improving a very old, but key component of the Water Treatment Plant. The Plant has four settling basins that were built in the 1930s and a fifth that was built in the 1950s. They assist with the filtration and sedimentation of the water drawn from the Missouri River. The basins have a track system chain made up of a vast number of polymer 'plastic' components, such as chain links and link pins. A chain is only as strong as its weakest link. The chain links for all five basins would stretch out for one mile. There are approximately 11,000 pins connecting these chain links. Just one pin failure can take a basin off line. Staff is proposing an alternative design that will eliminate this type of failure as well as reducing maintenance requirements.

During peak flow, the basins operate at capacity, sometimes exceeding 30 million gallons of water per day. If one basin were to fail, the City would lose eight million gallons per day of capacity. Service would have to be reduced until repaired, which could take significant time. To reduce service, water conservation may have to be instituted such as watering of lawns.

Due to the age and design, replacement parts are hard to acquire and may even have to be fabricated. This means an emergent repair would require considerable time and likely be significantly more expensive.

With this Agreement, AE2S will design and oversee the installation of new settling basin components within two existing basins. AE2S has extensive experience assisting others throughout Montana with this type of system. The stainless steel plate settling system will allow the plant to fully operate on the two retrofitted basins versus the existing five. If additional capacity is needed in the future, the other three basins could be retrofitted. The new system will also improve durability and assist with improving the lifecycle costs of other plant components. These systems have a proven history of over 30 years and will give the Plant a redundant network with increased capacity.

Staff recommends awarding the Professional Services Agreement to AE2S to move forward with design and construction of this needed improvement.

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Commissioner Wilson moved, seconded by Commissioner Tryon, that the City Commission approve a Professional Services Agreement with Advanced Engineering and Environmental Services, Inc. (AE2S) in the amount not to exceed \$446,462.00 for engineering services for the Water Treatment Plant Sedimentation Basin Upgrades project, and authorize the City Manager to execute the agreement documents.

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 applauded staff's inclusion of a risk matrix.

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

Motion carried 5-0.

16. **5TH STREET AND 10TH AVENUE STORM DRAINAGE CROSSING PROJECT, PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1. OF 1811.2**
17. **5TH STREET AND 10TH AVENUE STORM DRAINAGE CROSSING PROJECT, CONSTRUCTION AGREEMENT. OF 1811.2**

Public Works Director Chris Gaub reported that the requested action is Commission approval for two agenda items for the 5th Street South storm drainage improvement project, which is near Bison Ford.

Agenda Item 16 requests approval of Amendment No. 1 to the existing agreement with Great West Engineering. This amendment for just over \$68,000 expands their role to include public outreach, construction administration services, and additional engineering support. These services will ensure that construction is managed efficiently, that businesses and residents are kept informed, and that any unforeseen engineering challenges are addressed promptly. This will also enable City Engineer staff to focus on other work. Approval of this amendment will bring the total agreement price for Great West's services to approximately \$161,000.

Agenda Item 17 requests the Commission award a construction contract for this project to Ed Boland Construction for just under \$949,000, which is the low bid. Work is scheduled to begin this summer and be completed in five months.

This phase of the project is a critical step in mitigating the chronic flooding issues along 5th Street South between 10th Avenue South and 9th Avenue South, which is severely impacted during major storm events. It will install a 24-inch parallel storm pipe beneath 10th Avenue South, a 36-inch parallel pipe to the north, and a 100-foot 15-inch storm line to the south. Additional inlets and inlet grate upgrades will also enhance drainage capacity.

Construction will have some public impact, particularly in areas near 10th Avenue South and 5th Street South. While 10th Avenue South will remain open, there will be intermittent closures of the westbound turning lane onto 5th Street South and sections of 5th Street South. Great West will lead

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public outreach efforts, working closely with affected businesses to minimize disruptions and ensure clear communication regarding the construction schedule.

Staff recommends approving Amendment No. 1 to the Great West Engineering agreement and awarding the construction contract to Ed Boland Construction. These actions will move the City one-step closer to improving storm water infrastructure, reducing flooding risks in this critical area and reducing the City's liability exposure.

Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission approve the Professional Services Agreement Amendment No. 1 in the amount of \$68,344.00 to Great West Engineering, Inc., for the 5th Street and 10th Avenue South Drainage Crossing project, and authorize the City Manager to execute the agreement documents.

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

Commissioner Tryon received confirmation that the funds for this project come from the Public Works capital improvements program and has already been budgeted for.

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

Motion carried 5-0.

Commissioner Wilson moved, seconded by Commissioner Tryon, that the City Commission award a construction agreement in the amount of \$948,620.00 to Ed Boland Construction for the 5th Street and 10th Avenue South Storm Drainage Crossing project, and authorize the City Manager to execute the agreement documents.

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

Commissioner Tryon received confirmation that the funds for this project come from the Public Works capital improvements program and has already been budgeted for.

Commissioner Wilson commented, on behalf of all motorcycle riders, she will be glad when the storm water issue is fixed. It is difficult to drive through during storm events.

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

Motion carried 5-0.

ORDINANCES / RESOLUTIONS

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18. **ORDINANCE 3272, AMENDING TITLE 5, CHAPTERS 1-3, TITLE 6, CHAPTER 1, TITLE 8, CHAPTER 14, AND TITLE 17, CHAPTER 20 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO BUSINESS LICENSES, PERMITS, AND SAFETY INSPECTION CERTIFICATES PROVISIONS.**

Planning and Community Development Director Brock Cherry reported that the requested action is that the Commission accept Ordinance 3272 on first reading, and set second reading for April 15, 2025.

Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission accept Ordinance 3272 on first reading and set second reading for April 15, 2025.

Mayor Reeves asked if there were any comments from the public or comments amongst the Commissioners. Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

19. **RESOLUTION 10570, AMENDING RESOLUTION 10536 TO ESTABLISH PARK AND RECREATION FEES TO WAIVE FEES ALIGNING WITH TRAINING REQUIREMENTS FOR MALMSTROM AIR FORCE BASE AND MONTANA AIR NATIONAL GUARD AT THE SCHEELS AIM HIGH BIG SKY FACILITY.**

City Manager Greg Doyon reported that the requested action is Commission consideration to revise the previously adopted fee schedule that includes a highlighted green section that reads: Malmstrom Air Force Base and Montana Air National Guard: As long as the City operates the Scheels Aim High Big Sky facility, rental fees for lap lane, pool and one classroom will be waived, conditioned upon any waived fees aligning with training requirements annually submitted in writing to the City.

Malmstrom verbally made the waiver request to him. He had to do some research because this project started a while ago. Initially, Malmstrom received a letter that said no, the fees would not be waived. Malmstrom was politely persistent about their request. The Commission asked him to further evaluate things.

He checked with former Wing Commander Jennifer Reeves, who is retired now, as well as prior Deputy City Manager Chuck Anderson. Neither recall an explicit conversation about waiving fees for training, but they acknowledged that it was never really addressed either. Jennifer Reeves phrased it in a diplomatic, polite way that it kind of got tossed into the assumption pile that they would not have to pay for training at the facility. She went on to explain that, generally, military personnel are provided a gym on the base. Malmstrom has been trying to get an indoor pool for recreation and training for years. They have been unsuccessful in that effort. Therefore, Malmstrom went all in on this application in order to make the Department of Defense (DOD) grant successful for the community and the installation.

He can see why that conversation got pushed aside because of what was happening with that project. There was a very tight submittal turnaround for the Defense Community Infrastructure Program (DCIP) grant. There were multiple parties involved, and the location was changed several times. There was an appeal that was made to the Department of Defense after the grant was awarded.

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However, he did get an email two days after the grant was awarded from the grant administrator acknowledging that the City would charge minimal fees in order to cover costs for use at the facility.

Colonel Smith shared tonight that, when the pool was designed, it was designed to accommodate a parachute drop in the large lap pool. That large beam was added into the construction cost to accommodate that training.

Manager Doyon estimated that it would be \$2,000 to \$4,000 in revenue not generated at the facility, or up to \$8,000 for both military installations. He understands the Commission's desire to maintain a good relationship with Malmstrom and the Air National Guard and the value that their members bring to the community and the mission that they provide for military defense. His memo sets forth in great detail why he thinks the Commission should not waive the fees. But, he totally understands that this is a Commission decision and he will support their decision.

Commissioner Wolff moved, seconded by Commissioner McKenney, that the City Commission adopt Resolution 10570 and waive facility use fees for training conducted by the Montana Air National Guard (MTANG) and Malmstrom Air Force Base (MAFB) at the Scheels Aim High Big Sky Aquatics and Recreation Facility, subject to annual written training schedules submitted by each entity.

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

James Schroeder, City resident, submitted written comments in opposition to Great Falls citizens being forced to subsidize Malmstrom's and MTANG's personnel use of the facility for free. He further spoke in opposition to Calumet and Benefis not paying its fair share of property taxes.

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

Commissioner Tryon commented he is conflicted on this issue. He is the only Commissioner that has been involved from the outset of this project. He recalls it being the City's understanding that, in order to pay for the ongoing operations, MTANG and MAFB would need to pay to use the facility for training, as well as their members' use of the facility.

The indoor aquatics facility is currently operating at a deficit. The Commission is faced with perplexing issues going forward in relation to the Scheels Aim High Big Sky Indoor Aquatics Facility regarding whether or not to subsidize this facility in the amount of thousands of dollars per month out of the general fund. Park and Recreation and a couple of other departments are already being subsidized out of the general fund for operations. What that does is it takes away from public safety for our community. General Fund money is for public safety.

Commissioner Tryon expressed appreciation to Colonel Voorhies in the audience and appreciates everything that Malmstrom represents for this community. He has heard that "it is only \$8,000 a year" that the City would have to subsidize for the anticipated usage by MAFB and MTANG. If it is not much money for the City, then it is not much money for the Pentagon and the Air Force. It is certainly less of a burden on them for that \$8,000 per year than it is on the general fund of Great Falls. At this point, he is not in favor of waiving the fees.

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Commissioner Wilson commented, having been in the military and having had soldiers under her, she understands the need to have the airmen at the facility to ensure they are being trained properly. But, being in the military, she also understood that when she went to the gym, it was free. The reason for that was because it was operated under funds from the federal government. The military had a budget that was approved to do that. The City is in a unique position that it is running the facility and has to have a budget to run it. She pays for her membership, just as citizens pay to attend the facility. It is only right that the military does too. If MAFB had a pool on base, they would be paying for the use of that facility through federal funds. The City needs to have that support to be able to operate the facility.

Commissioner Wolff sees all sides of this issue. She paid for a membership at the facility, and she sees airmen who have paid to use the fitness center. There is no big facility like the SAHBS that would be paying for itself within a year. It takes time to build up memberships and to have people come in and use the facility. The more people that come into the facility, there is an opportunity for increased memberships. The City would not have an indoor pool in this community without the Department of Defense \$10 million dollar grant.

This is a situation where explicit communication would really help between entities. As she has looked through everything, she can see where it could have gone one way or the other. She is in full support of offering this facility for military training purposes only without a charge.

Mayor Reeves commented that this is not an easy topic, especially knowing the facility is running at a deficit. He, too, will be supportive of waiving the fees for military personnel.

Commissioner McKenney commented that the Department of Defense granted \$10 million for this \$20+ million dollar facility. It would not be here without the Department of Defense stepping up. MAFB stepped up, not just to help out the City of Great Falls, but it was for their advantage too. They could not do the facility they needed on base. Grant money was available for a community, so the City worked together with MAFB on this jointly.

We are talking about free military use for training. That is why Malmstrom was all in in the first place. The cost of the MAFB and MTANG training to be subsidized by the City would be \$4,000 - \$8,000. But, at this point, the facility is a white elephant. It is a huge facility that is not paying for itself. To him, the cost is minimal and the right thing to do is approve facility use for free military training.

Commissioner McKenney suggested marketing. A fitness center sells time on equipment. He sees free use for training a minimal cost, and it could be a marketing opportunity. When the military comes in for training, give them all a one-time free family pass. They bring their families back, and then maybe they sign up for memberships.

Commissioner Tryon clarified that the one-year timeframe was to reevaluate where the facility was at with the programs. When the City received the grant, the grant administrator had said the expectation is that the City will charge minimal fees for use in order to cover operating expenses and the fees will not generate a profit. This is a public facility and should operate similarly to other Great Falls' public facilities. That was his understanding from the very beginning, similar to the

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April 1, 2025

previous commander's comments that they understood that Malmstrom and MANG would have to pay with a military discount for the use of the facility.

He hears Commission members talk about having to go to the public and ask for a public safety levy again. The Commission scaled back some of the Library funds by agreement to use for public safety that would have come out of the general fund. Now, the \$8,000 pool subsidy a year will be coming directly out of the general fund. The crux of his issue is that what will happen as a result of that is that anytime the Commission wants to ask the public again for a public safety levy or anything else, they are going to say well, you are giving money away for usage of our public facilities. Then you come to us to ask us for more money to make up the difference that you are giving away out of the general fund.

There being no further discussion, Mayor Reeves asked the City Clerk to read the motion on the floor.

City Clerk Lisa Kunz responded that Commissioner Wolff moved, seconded by Commissioner McKenney, that the City Commission adopt Resolution 10570 and waive facility use fees for training conducted by the Montana Air National Guard and Malmstrom Air Force Base at the Shields Aim High Big Sky Aquatics and Recreation Facility, subject to annual written training schedules submitted by each entity.

Mayor Reeves called for the vote.

Motion carried 3-2 (Commissioners Tryon and Wilson dissenting).

CITY COMMISSION

20. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

21. COMMISSION INITIATIVES: Financing for the Fire Training Center Renovations.

Mayor Reeves reported that the Fire Chief has articulated over the last several months, along with the City Manager, that the fire training structure has been unsafe and unsuitable for training recruits and firefighters for a very long time. The Commission needs to give direction this evening if the Commission wants to proceed with indebtedness. If the Commission does, staff will place the item on an upcoming agenda for formal approval to start the process.

A majority consensus approved moving forward.

Commissioner McKenney dissented, commenting that on behalf of the mayor he has been speaking to community leaders about public safety, a future public safety levy, and future capital campaign. A capital campaign would be for a training center and two fire stations. He has spoken to about 30 community leaders at this point, and it is gaining momentum. It is his intention in the near future to call a meeting with these community leaders. When it comes to income, the legislature controls everything. The City never knows what the legislature is going to do next. If the Commission votes

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to move forward with a 10-year bond, not knowing what future legislatures could do to the City, may be absolutely horrible to future City Commissioners. He suggested the Commission wait a couple of months to determine if there are other options.

City Manager Doyon commented that the Commission had heard from the Fire Chief that there are needs to fix the fire-training center. He provided the Commission with a comprehensive memorandum as to how the City would fund that. So, before staff goes any further, he just needed to know that a majority of Commission members, by consensus, are saying yes, go ahead and put together something that the Commission can formally adopt and direct staff to go pursue to fund those improvements.

Commissioner Wolff commented that this is looking at solving a piece of the public safety issue that we all face. The Commission had said it would use dollars from the 3.5 mills from the Library for public safety. Hopefully, there will be funds left to fund positions for the Court. Using other facilities costs the City more for the firemen to train. She thinks this is a proactive way to use monies that are available and the Commission is not asking the public for additional tax dollars.

22.**LEGISLATIVE INITIATIVES.**

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of April 1, 2025, at 8:05 p.m.**

Motion carried 5-0.

Mayor Cory Reeves

City Clerk Lisa Kunz

Minutes Approved: April 15, 2025



Commission Meeting Date: April 15th, 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	03/13/2025 - 03/26/2025	1,850,892.41
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	03/13/2025 - 03/26/2025	724,146.30
	SUB TOTAL: \$	2,575,038.71
MUNICIPAL COURT CHECKS	03/13/2025 - 03/26/2025	9,113.58
	GRAND TOTAL: \$	2,584,152.29

GENERAL FUND

SPECIAL REVENUE FUNDS

COVID RECOVERY

WADSWORTH BUILDERS COMPANY	COURT RELOCATION PROJECT PMT 11	56,111.91
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PLANNING & COMMUNITY DEVELOPMENT

ROADWAY ASSET SERVICES LLC	ROAD & ADA OVERALL CONDITION PMT 6	43,080.00
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STREET DISTRICT

WOITH ENGINEERING INC	4TH AVE N STREET RECON PMT 2	57,776.25
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DEBT SERVICE FUNDS

CAPITAL PROJECT FUNDS

ENTERPRISE FUNDS

SEWER

OLYMPUS TECHNICAL SERVICES INC	MISSOURI RIVER BANK STABIL PH 2 PMT 2	103,083.69
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STATE OF MONTANA DEQ	2024 MT0021920 OUTFALL CHARGE	25,289.50
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STORM DRAIN

SANITATION

ENTERPRISE SALES	1.5, 2 & 3 YD DUMPSTERS	45,770.00
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PARKING

STANDARD PARKING CORPORATION	FEBRUARY 2025 PARKING SERVICES	32,310.12
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INTERNAL SERVICE FUNDS

HEALTH & BENEFITS

HEALTH CARE SERVICE CORPORATION	BCBS FEBRUARY 2025	773,369.57
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METROPOLITAN LIFE INSURANCE CO	METLIFE DENTAL & VISION FEBRUARY 2025	47,614.34
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TRUST AND AGENCY FUNDS

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	45,699.00
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FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	60,195.16
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STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	157,463.54
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PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	162,246.24
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US BANK	FEDERAL TAXES, FICA & MEDICARE	255,679.50
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NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	29,391.46
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UTILITY BILLS

NORTHWESTERN ENERGY	ELECTRIC SUPPLY	46,219.57
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CLAIMS OVER \$25,000 TOTAL:		\$ <u>1,941,299.85</u>
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**CITY OF GREAT FALLS, MONTANA
COMMUNICATION TO THE CITY COMMISSION**

DATE: April 15, 2025

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

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

MAYOR' S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Public Works – Engineering Division	All Purpose Cleaning, Inc.	04/15/2025 – 12/31/2025	\$30,430	Public Works Construction Agreement for contractor to furnish labor, materials, equipment, tools and supplies necessary to prep and paint the interior walls, doors and window casings at Public Works Central Garage, 1025 25 th Avenue NE, Great Falls, MT.

B	Park & Recreation	Montana Fish, Wildlife & Parks	02/10/2025 – 02/09/2028	\$68,098.74 total project cost =\$47,593 awarded grant funds and \$20,505.74 in-kind contributions from People's Park & Recreation Foundation	Agreement for the purchase and installation of a 418 sq. foot EZ Dock, floating dock system with 8 individual low rail accessible fishing access locations at Wadsworth Pond. [CR: 021825.9A]
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Commission Meeting Date: April 15, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Final Payment: Sanitary Sewer Trenchless Rehabilitation Phase 26 O. F.
1675.9

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and Approve Final Pay Request

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Final Payment for the Sanitary Sewer Trenchless Rehabilitation Phase 26, totaling \$38,221.56, and authorize the City Manager to make these payments. This comprises \$37,839.34 to Insituform Technologies, LLC. and \$382.22 to the State Miscellaneous Tax Fund.”

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

Staff Recommendation:

Approve the final payment totaling \$38,221.56. This comprises \$37,839.34 to Insituform Technologies, LLC and \$382.22 to the State Miscellaneous Tax Fund.

Summary:

This sanitary sewer-lining project is a continuation of an ongoing maintenance and repair program to rehabilitate deteriorated sanitary sewer mains using trenchless technologies. This phase restored 12,509 linear feet of varying diameter sewer main. This length is the equivalent of 30 city blocks. The rehabilitated mains serve primarily residential areas.

Background:

Citizen Participation

The construction activity was planned and phased to have little impact on the citizens of Great Falls. The contractor was required to keep all sewer mains functioning during construction by utilizing bypass pumping. Should a sewer service interruption have been necessary because of the work, customers that were affected were notified in a timely manner and all interruption related needs of the homeowner were met until service was re-established. Overall, traffic interruptions were limited since the majority of mains are located along alleyways and residential city streets.

Workload Impacts

The Utilities and Engineering Divisions of the City's Public Works Department completed sewer main inspections that were used to identify and prioritize the mains which needed rehabilitation. City Engineering staff designed the lining project and also performed construction inspection and contract administration.

Purpose

This project was a continuation of previous projects that rehabilitated deteriorated sewer mains in a less disruptive manner than traditional open trenching and pipe replacement. Although the sewer mains were functioning, the aged/deteriorated mains had developed pits, cracks, and holes. These defects can lead to raw sewage leaking into ground water and can also make routine maintenance difficult.

By using Cured-in-Place-Pipe (CIPP), the project extends service life and alleviates the issues stated above. Trenchless technology provides the City with a low cost solution that greatly reduces disruption and eliminates utility conflicts caused by open trench replacements.

Project Work Scope

This project lined 12,509 linear feet of 8, 9, 10, and 12-inch diameter sewer mains at forty-six (46) locations spread around the City. These locations were prioritized based on factors such as the condition seen during video camera investigation, age, and material type.

Evaluation and Selection Process:

The specifications were advertised two times in the Great Falls Tribune. 2 bids were received on July 3, 2024 from Insituform Technologies, LLC and Vortex Services, LLC, for \$849,396.60 and \$1,028,500.00, respectively. Insituform Technologies, LLC submitted the low bid of \$849,396.60 and executed all of the necessary documents.

Conclusion:

City Staff recommends making the final payment of \$37,839.34 to Insituform Technologies, LLC and \$382.22 to the State Miscellaneous Tax Fund. City staff verified that Insituform Technologies, LLC has completed all work and punch list items in accordance with the plans and the contract. The two year warranty period started on February 26, 2025.

Fiscal Impact:

This project was programmed and prioritized as a needed capital improvement and is funded through the Sanitary Sewer Enterprise Fund.

The final project cost is \$764,431.10, which is \$84,965.50 less than the total contract amount. The final price of this project was less than the awarded cost because some lines were removed from the project due to a larger than anticipated number of calcium deposits that the Contractor was not able to remove and some lines requiring other maintenance be completed before lining could be performed.

Alternatives:

The City Commission could vote to deny Final Payment and request City staff continue validating project completion. 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/Exhibits:

OF 1675.9 Final Pay Documents

OF 1675.9 Project Summary Sheet

APPLICATION FOR PAYMENT NO. Pay App #4

To: City of Great Falls (OWNER)
 From: Insituform Technologies (CONTRACTOR)
 Contract: _____
 Project: Sanitary Sewer Trenchless Rehabilitation Phase 26, O.F. 1675.9
 OWNER's Contract No. OF 1625.9 ENGINEER's Project No. PW312405
 For Work accomplished through the date of: March 18th, 2025.

1.	Original Contract Price:	\$ <u>849,396.60</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$ <u>0.00</u>
4.	Total completed and stored to date:	\$ <u>764,431.10</u>
5.	Retainage (per Agreement):	
	<u>0</u> % of Completed Work: \$ <u>38,221.56</u>	
	<u>0</u> % of stored material: \$ _____	
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>764,431.10</u>
7.	Less previous Applications for Payments:	\$ <u>726,209.55</u>
8.	Gross Amount Due this application: (6 minus 7):	\$ <u>38,221.56</u>
9.	Less 1% State Gross Receipts Tax :	\$ <u>382.22</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$ <u>37,839.34</u>

Accompanying Documentation:

Pay Application No 1 quantities

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through Pay App #4 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 3/18/2025

Insituform Technologies
 CONTRACTOR

By: Patrick Roberts

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

City of Great Falls Public Works
 ENGINEER

By: Amanda Brownlee

Digitally signed by Amanda Brownlee
 DN: C=US, E=abrownlee@greatfallsmt.net, O=City of Great Falls,
 OU=Engineering, CN=Amanda Brownlee
 Reason: I am approving this document
 Date: 2025.03.31 14:32:31-0600

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

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

PROJECT SUMMARY SHEET:
Sanitary Sewer Trenchless Rehabilitation Phase 26, O.F. 1675.9
FY 2024 Capital Improvement Plan
Current as of: March 19, 2025

Description: Lining project to increase the usable life of sanitary sewer mains that can be upwards of 100 years old, without open trenching and increasing the impact to the citizens.

Justification: We can essentially put in 10,000 – 20,000 feet (approximately 30 – 40 blocks) of new main without open trenching in less time and for much less money than if we were to open trench the new mains. Phase 26 will line over 12,000 ft of sewer main. There is currently over 650,000 feet of sanitary sewer that will need to be lined or replaced. Any main that is not PVC will need to be lined or replaced, some of the mains are over 120 years old and still in place.

Scope: Line 12,509 ft of 8,9,10, and 12 inch sanitary sewer main, reinstating 311 service connections.

Added to CIP: 2nd half 2024/1st half 2025

CIP Timeline: On track

Cost:

- CIP programmed cost/FY: \$1.2M/FY24/FY25
- Awarded Cost: \$849,396.60
- Final Cost: \$764,431.10

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

Planned Execution Method: Design-Bid-Build

Planned Construction CY: Winter 2024

Current Project Stage (Estimated Completion Date): Planning (Fall 2023), Design (Winter 2023), Bid (July 2024), Award (July 2024), Construction (November 2024 – February 2025), Warranty (February 2027)

- Design Method: In-House
- Contractor: Insituform Technologies LLC

Map & Site Pictures:



Before



After



Commission Meeting Date: April 15, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Purchase of Liquid Aluminum Sulfate

From: Cody McRady, Water Treatment Department

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Approval of Bid

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) the low bid from Thatcher Company of Montana, Inc. and authorize staff to purchase liquid aluminum sulfate in the amount of \$675.00 per ton, up to the maximum amount of 1,250 dry tons for the period of July 1, 2025 to December 31, 2026.”

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

Staff Recommendation: Accept the low bid from Thatcher Company of Montana, Inc.

Summary: Liquid aluminum sulfate is required in the water treatment process to coagulate and remove suspended particles in the raw water stream. This year, Public Works bid chemicals with an 18 month term versus the normal 12 month term, with several benefits. It improved operational planning and reduced risk by offsetting the chemical purchase schedule from the Plant’s peak season, ensuring no interruption in service during peak water production. For this chemical, the price came in 16 percent higher than last year’s bid; however, the collective rate increase for all three chemicals came in at only 12 percent higher than the previous year due to reductions in costs of two other chemicals.

Specifications and bid materials were prepared for the purchase of liquid aluminum sulfate for the Water Treatment Plant (WTP) for the upcoming fiscal year. Notices were sent to all prospective bidders and publicly advertised. Bids were accepted on April 2, 2025. Five suppliers provided bids. Thatcher Company of Montana, Inc., with headquarters in Missoula, Montana, provided the lowest acceptable bid at \$675.00 per dry ton.

Fiscal Impact: This price reflects a 16% increase from the FY25 contract price. The new contract would allow for the purchase of a maximum of 1,250 dry tons for a total cost of \$843,750.00. Funding is budgeted for out of Water Utility Enterprise Funds.

Attachments/Exhibits: Bid Tabulation



WATER PLANT

BID TABULATION SUMMARY

Page 1 of 1

Bids Taken at: Civic Center

Date: 4/2/2025

Tabulated by: AMcMaster

	Name & Address of Bidder	10% Bid Security (Yes/No)	Prices	Liquid Ammonium Sulfate Approx. 150 tons Delivery 10 days ARO	PREVIOUS YEAR 100 Tons	Liquid Chlorine Approx. 130 tons Delivery 10 days ARO	PREVIOUS YEAR 80 Tons	Liquid Aluminum Sulfate Approx. 1250 dry tons Delivery 7 days ARO (May-Sep)	PREVIOUS YEAR 800 Dry Tons	Liquid Alum Cert of Chemical Analysis (Yes/No)	Liquid Alum Cert of Compliance w ANSI/NSF Standard 60 (Yes/No)
1	Hawkins	Yes	Price/ LB	\$0.380	N/A	\$1.23	N/A	N/A	N/A		
	5920 Sandpiper Dr		Total/ ton	\$760.00	-	\$2,450.00	-	-	-		
	Missoula, Mt. 59808		Total/lb	\$114,000.00	-	\$318,500.00	-	-	-		
2	Chemtrade Chemicals US LLC	Yes	Price/ LB	\$0.400	\$0.43	N/A	N/A	0.378	0.37		
	90 East Haley Rd, Suite 200		Total/ ton	\$800.00	\$860.00	-	-	755.00	730.00		
	Parsippany NJ 07054		Total/lb	\$120,000.00	\$86,000.00	-	-	943,750.00	584,000.00		
3	Baker Service	Yes	Price/ LB	\$0.378	N/A	N/A	N/A	N/A	N/A		
	12404 Morton Rd		Total/ ton	\$756.00	-	-	-	-	-		
	Atchison,KS. 66002		Total/lb	\$113,400.00	-	-	-	-	-		
4	Kemira	Yes	Price/ LB	N/A	N/A	N/A	N/A	0.420	0.39		
	4321 W 6th Street		Total/ ton	-	-	-	-	840.00	798.00		
	Lawrence KS 66049		Total/lb	-	-	-	-	1,050,000.00	624,000.00		
5	Thatcher Company of Montana	Yes	Price/ LB	\$0.410	\$0.39	\$1.30	\$1.300	0.338	0.29		
	PO Box 27407		Total/ ton	\$820.00	\$780.00	\$2,600.00	\$2,600.00	675.00	583.00		
	Salt Lake City, &T 84127-0407		Total/lb	\$123,000.00	\$78,000.00	\$338,000.00	\$208,000.00	843,750.00	466,400.00		
6	PVS	No	Price/ LB	N/A	N/A	N/A	N/A	N/A	N/A		
	10900 Harper Ave		Total/ ton	-	-	-	-	-	-		
	Detroit, MI 48213		Total/lb	-	-	-	-	-	-		
7	Brenntag Southwest	Yes	Price/ LB	\$0.330	N/A	N/A	N/A	N/A	N/A		
	10000 N. Central Expressway		Total/ ton	\$660.00	-	-	-	-	-		
	Dallas, Tx. 75231		Total/lb	\$99,000.00	-	-	-	-	-		
8	USALCO	No	Price/ LB	N/A	N/A	N/A	N/A	N/A	N/A		
	2601 Cannery Ave		Total/ ton	-	-	-	-	-	-		
	Baltimore,MD 21226		Total/lb	-	-	-	-	-	-		
9	Pencco	No	Price/ LB	N/A	N/A	N/A	N/A	N/A	N/A		
	PO Box 600		Total/ ton	-	-	-	-	-	-		
	San Felipe,Tx 77473		Total/lb	-	-	-	-	-	-		



Commission Meeting Date: April 15, 2025
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Purchase of Liquid Ammonium Sulfate (LAS)
From: Cody McRady, Water Treatment Plant
Initiated By: Public Works Department
Presented By: Christoff Gaub, Public Works Director
Action Requested: Approval of Bid

Suggested Motion:

1. Commissioner moves:
 "I move that the City Commission (accept/not accept) the low bid from Brenntag Southwest, and authorize staff to purchase liquid ammonium sulfate in the amount of \$660.00 per ton, up to the maximum amount of 150 tons for the period of July 1, 2025 to December 31, 2026."
 2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.
-

Staff Recommendation: Accept the low bid from Brenntag Southwest.

Summary: Liquid ammonium sulfate is used in combination with chlorine to generate mono-chloramines for longer lasting disinfection that produces fewer disinfection by-products (DBPs). This year, Public Works bid chemicals with an 18 month term versus the normal 12 month term, with several benefits. It improved operational planning and reduced risk by offsetting the chemical purchase schedule from the Plant's peak season, ensuring no interruption in service during peak production. Increasing the contract term increased the number of bidders and lowered the cost of this chemical 16 percent relative to costs from the previous year.

Specifications and bid materials were prepared for the purchase of liquid ammonium sulfate for the Water Treatment Plant for the upcoming fiscal year. Notices were sent to all prospective bidders and publicly advertised. Bids were accepted on April 2, 2025. Brenntag Southwest, with offices in California, provided the lowest acceptable bid at \$660.00 per ton. This Commission action would award a contract for Fiscal Year 2025/2026.

Fiscal Impact: This price reflects a 16% decrease from the Fiscal Year 2024/2025 contract price. The new contract would allow for the purchase of a maximum of 150 tons for a total cost of \$99,000.00. Funding is budgeted for out of Water Utility Enterprise Funds.

Attachments/Exhibits:
 Bid Tabulation



WATER PLANT

BID TABULATION SUMMARY

Page 1 of 1

Bids Taken at: Civic Center

Date: 4/2/2025

Tabulated by: AMcMaster

	Name & Address of Bidder	10% Bid Security (Yes/No)	Prices	Liquid Ammonium Sulfate Approx. 150 tons Delivery 10 days ARO	PREVIOUS YEAR 100 Tons	Liquid Chlorine Approx. 130 tons Delivery 10 days ARO	PREVIOUS YEAR 80 Tons	Liquid Aluminum Sulfate Approx. 1250 dry tons Delivery 7 days ARO (May-Sep)	PREVIOUS YEAR 800 Dry Tons	Liquid Alum Cert of Chemical Analysis (Yes/No)	Liquid Alum Cert of Compliance w ANSI/NSF Standard 60 (Yes/No)
1	Hawkins	Yes	Price/ LB	\$0.380	N/A	\$1.23	N/A	N/A	N/A		
	5920 Sandpiper Dr		Total/ ton	\$760.00	-	\$2,450.00	-	-	-		
	Missoula, Mt. 59808		Total/lb	\$114,000.00	-	\$318,500.00	-	-	-		
2	Chemtrade Chemicals US LLC	Yes	Price/ LB	\$0.400	\$0.43	N/A	N/A	0.378	0.37		
	90 East Haley Rd, Suite 200		Total/ ton	\$800.00	\$860.00	-	-	755.00	730.00		
	Parsippany NJ 07054		Total/lb	\$120,000.00	\$86,000.00	-	-	943,750.00	584,000.00		
3	Baker Service	Yes	Price/ LB	\$0.378	N/A	N/A	N/A	N/A	N/A		
	12404 Morton Rd		Total/ ton	\$756.00	-	-	-	-	-		
	Atchison,KS. 66002		Total/lb	\$113,400.00	-	-	-	-	-		
4	Kemira	Yes	Price/ LB	N/A	N/A	N/A	N/A	0.420	0.39		
	4321 W 6th Street		Total/ ton	-	-	-	-	840.00	798.00		
	Lawrence KS 66049		Total/lb	-	-	-	-	1,050,000.00	624,000.00		
5	Thatcher Company of Montana	Yes	Price/ LB	\$0.410	\$0.39	\$1.30	\$1.300	0.338	0.29		
	PO Box 27407		Total/ ton	\$820.00	\$780.00	\$2,600.00	\$2,600.00	675.00	583.00		
	Salt Lake City, &T 84127-0407		Total/lb	\$123,000.00	\$78,000.00	\$338,000.00	\$208,000.00	843,750.00	466,400.00		
6	PVS	No	Price/ LB	N/A	N/A	N/A	N/A	N/A	N/A		
	10900 Harper Ave		Total/ ton	-	-	-	-	-	-		
	Detroit, MI 48213		Total/lb	-	-	-	-	-	-		
7	Brenntag Southwest	Yes	Price/ LB	\$0.330	N/A	N/A	N/A	N/A	N/A		
	10000 N. Central Expressway		Total/ ton	\$660.00	-	-	-	-	-		
	Dallas, Tx. 75231		Total/lb	\$99,000.00	-	-	-	-	-		
8	USALCO	No	Price/ LB	N/A	N/A	N/A	N/A	N/A	N/A		
	2601 Cannery Ave		Total/ ton	-	-	-	-	-	-		
	Baltimore,MD 21226		Total/lb	-	-	-	-	-	-		
9	Pencco	No	Price/ LB	N/A	N/A	N/A	N/A	N/A	N/A		
	PO Box 600		Total/ ton	-	-	-	-	-	-		
	San Felipe,Tx 77473		Total/lb	-	-	-	-	-	-		



Commission Meeting Date: April 15, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Purchase of Liquid Chlorine

From: Cody McRady, Water Treatment Plant

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Approval of Bid

Suggested Motion:

1. Commissioner moves:
 "I move that the City Commission (accept/not accept) the low bid from Hawkins Inc. and authorize staff to purchase liquid chlorine in the amount of \$2450.00 per ton, up to the maximum amount of 130 tons for the period of July 1, 2025 to December 31, 2026."
 2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.
-

Staff Recommendation: Accept the low bid from Hawkins Inc.

Summary: Liquid chlorine is used in the water treatment process for disinfection. Specifications and bid materials were prepared for the purchase of liquid chlorine for the Water Treatment Plant (WTP) for the upcoming fiscal year. This year, Public Works bid chemicals with an 18 month term versus the normal 12 month term, with several benefits. It improved operational planning and reduced risk by offsetting the chemical purchase schedule from the Plant's peak season, ensuring no interruption in service during peak production. Increasing the contract term increased the number of bidders and lowered the cost of this chemical by 6 percent relative to costs from the previous year. The supply would now come from Billings versus the previous supply that was coming from Salt Lake City.

Specifications and bid materials were prepared for the purchase of liquid ammonium sulfate for the WTP for the upcoming fiscal year. Notices were sent to all prospective bidders and publicly advertised. Bids were accepted on April 2, 2025. Hawkins Inc, with headquarters in Roseville, Minnesota, provided the lowest acceptable bid for liquid chlorine at \$2,450.00 per ton. This Commission action would award a contract for Fiscal Year 2025/26.

Fiscal Impact: This price reflects a 6% Decrease from the Fiscal Year 2024/25 contract price. The new contract would allow for the purchase of a maximum of 130 tons for a total cost of \$318,500.00. Funding is budgeted for out of Water Utility Enterprise Funds.

Attachments/Exhibits: Bid Tabulation



WATER PLANT

BID TABULATION SUMMARY

Bids Taken at: Civic Center

Date: 4/2/2025

Tabulated by: AMcMaster

	Name & Address of Bidder	10% Bid Security (Yes/No)	Prices	Liquid Ammonium Sulfate Approx. 150 tons Delivery 10 days ARO	PREVIOUS YEAR 100 Tons	Liquid Chlorine Approx. 130 tons Delivery 10 days ARO	PREVIOUS YEAR 80 Tons	Liquid Aluminum Sulfate Approx. 1250 dry tons Delivery 7 days ARO (May-Sep)	PREVIOUS YEAR 800 Dry Tons	Liquid Alum Cert of Chemical Analysis (Yes/No)	Liquid Alum Cert of Compliance w ANSI/NSF Standard 60 (Yes/No)
1	Hawkins	Yes	Price/ LB	\$0.380	N/A	\$1.23	N/A	N/A	N/A		
	5920 Sandpiper Dr		Total/ ton	\$760.00	-	\$2,450.00	-	-	-		
	Missoula, Mt. 59808		Total/lb	\$114,000.00	-	\$318,500.00	-	-	-		
2	Chemtrade Chemicals US LLC	Yes	Price/ LB	\$0.400	\$0.43	N/A	N/A	0.378	0.37		
	90 East Haley Rd, Suite 200		Total/ ton	\$800.00	\$860.00	-	-	755.00	730.00		
	Parsippany NJ 07054		Total/lb	\$120,000.00	\$86,000.00	-	-	943,750.00	584,000.00		
3	Baker Service	Yes	Price/ LB	\$0.378	N/A	N/A	N/A	N/A	N/A		
	12404 Morton Rd		Total/ ton	\$756.00	-	-	-	-	-		
	Atchison,KS. 66002		Total/lb	\$113,400.00	-	-	-	-	-		
4	Kemira	Yes	Price/ LB	N/A	N/A	N/A	N/A	0.420	0.39		
	4321 W 6th Street		Total/ ton	-	-	-	-	840.00	798.00		
	Lawrence KS 66049		Total/lb	-	-	-	-	1,050,000.00	624,000.00		
5	Thatcher Company of Montana	Yes	Price/ LB	\$0.410	\$0.39	\$1.30	\$1.300	0.338	0.29		
	PO Box 27407		Total/ ton	\$820.00	\$780.00	\$2,600.00	\$2,600.00	675.00	583.00		
	Salt Lake City, &T 84127-0407		Total/lb	\$123,000.00	\$78,000.00	\$338,000.00	\$208,000.00	843,750.00	466,400.00		
6	PVS	No	Price/ LB	N/A	N/A	N/A	N/A	N/A	N/A		
	10900 Harper Ave		Total/ ton	-	-	-	-	-	-		
	Detroit, MI 48213		Total/lb	-	-	-	-	-	-		
7	Brenntag Southwest	Yes	Price/ LB	\$0.330	N/A	N/A	N/A	N/A	N/A		
	10000 N. Central Expressway		Total/ ton	\$660.00	-	-	-	-	-		
	Dallas, Tx. 75231		Total/lb	\$99,000.00	-	-	-	-	-		
8	USALCO	No	Price/ LB	N/A	N/A	N/A	N/A	N/A	N/A		
	2601 Cannery Ave		Total/ ton	-	-	-	-	-	-		
	Baltimore,MD 21226		Total/lb	-	-	-	-	-	-		
9	Pencco	No	Price/ LB	N/A	N/A	N/A	N/A	N/A	N/A		
	PO Box 600		Total/ ton	-	-	-	-	-	-		
	San Felipe,Tx 77473		Total/lb	-	-	-	-	-	-		



Commission Meeting Date: April 15, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: OpenGov Asset Management Software Agreement

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Approve 3 Year Agreement for Subscription and Support Service of Asset Management Software

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the OpenGov Agreement Q-06226 for Asset Management Software Subscription and Support Service in the amount of \$304,445.79 over a 3-year term (\$8,320.00 Current to August 2025, \$93,933.63 Year 1, \$98,630.33 Year 2, and \$103,561.83 Year 3) and authorize the City Manager to execute the agreement documents.”

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

Staff Recommendation: Approve the agreement and authorize the City Manager to execute.

Summary: The Public Works Department is contracting to continue with OpenGov to provide asset management software and services. Public Works uses asset management software to maintain infrastructure information for water mains, sewer mains, storm drains, lead water service line inventory, pavement condition, traffic signs and signals, pump stations, ADA ramps, and more. The software also provides an efficient method for executing citizen/internal requests and work orders. The software is available to both office users and field users via iPads to expedite work flows and public requests. By signing this agreement, the City will be providing the necessary funding to continue allowing access to the infrastructure information in an easy to understand format, used in daily operations at Public Works. It provides the decision level data used to enable strategic planning and investment allocation for budgeting and the Capital Improvement Plan. In April 2025, Public Works revised our subscription from 65 paid users to unlimited users to allow more employees to use the software. Our yearly renewal period is mid-August to accommodate our budget cycles, but to pay the charges for upgrading through August, the charge has been prorated.

Background: Public Works has been paying to use and maintain the records in this asset management software since 2000. Currently the City uses these products on a day-to-day basis. Examples include:

- Water Distribution main and tap location measurements, pipe sizes, size of citizen's service line, service main material, citizen's service lines material, and requests for service on broken mains, lines, and meters.
- Sewer and Storm Drain main locations, manhole locations, main pipe materials, and history of cleanings.
- Pavement segment records of plowing, sanding, sweeping, and citizen requests, overall pavement condition scoring allowing for more informed decisions on future projects in the city.
- Inventory for Public Works infrastructure, parts, labor, and equipment.
- Leverage machine learning and a proprietary algorithm to produce Vehicle Replacement Rating to assist the Central Garage, City departments, and division managers when planning budgets and timeframes for vehicle replacement.
- Efficient workflow for maintaining citizen requests from call in to completion in Sanitation, Streets, Traffic, and Utilities divisions.

Fiscal Impact: Funds for asset management software are programmed and budgeted on an annual basis in Public Works by fund type.

Alternatives: The City Commission could vote to deny the purchase agreement. This would prevent access to important archival records, institutional knowledge tracked since 2000, and current infrastructure information, as well as inventory information needed on a daily basis in our Public Works Department. Daily work orders would have to be done manually, increasing time to process and solve. This would result in a significant and long term disruption in services to the City and its citizens.

Attachments/Exhibits: OpenGov Asset Management Software Agreement; Q-06226



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q-06226
Created On: 03/28/2025
Order Form Expiration: 04/21/2025
Subscription Start Date: 08/22/2025
Subscription End Date: 08/21/2028

Prepared By: Beverly Dea
Email: bdea@opengov.com
Contract Term: 36 Months

Customer Information:

Customer:	City of Great Falls, MT	Contact Name:	Matt Corda
Bill To/Ship To:	PO Box 5021	Email:	mcorda@greatfallsmt.net
	Great Falls, Montana	Phone:	+1 4064558145
	59401		
	United States		

Order Details:

Billing Frequency: Prepaid
Payment Terms: Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Scenario Builder (Prorated to 8/21/2025)	04/22/2025	8/21/2025	\$2,153.33
Asset Management (Prorated to 8/21/2025)	04/22/2025	8/21/2025	\$6,166.67
ADA Ramps Asset	08/22/2025	08/21/2026	\$651.71
Asset Builder (option)	08/22/2025	08/21/2026	\$1,303.43
Asset Management	08/22/2025	08/21/2026	\$44,137.51
Scenario Builder	08/22/2025	08/21/2026	\$6,783.00
Sanitary Sewer Domain	08/22/2025	08/21/2026	\$7,820.57

Signal Domain	08/22/2025	08/21/2026	\$3,910.28
Stormwater Domain	08/22/2025	08/21/2026	\$7,820.57
Transportation Domain	08/22/2025	08/21/2026	\$5,865.42
Water Distribution Domain	08/22/2025	08/21/2026	\$7,820.57
Water Treatment Plant Domain	08/22/2025	08/21/2026	\$7,820.57
ADA Ramps Asset	08/22/2026	08/21/2027	\$684.30
Asset Builder (option)	08/22/2026	08/21/2027	\$1,368.60
Asset Management	08/22/2026	08/21/2027	\$46,344.39
Scenario Builder	08/22/2026	08/21/2027	\$7,122.15
Sanitary Sewer Domain	08/22/2026	08/21/2027	\$8,211.60
Signal Domain	08/22/2026	08/21/2027	\$4,105.80
Stormwater Domain	08/22/2026	08/21/2027	\$8,211.60
Transportation Domain	08/22/2026	08/21/2027	\$6,158.69
Water Distribution Domain	08/22/2026	08/21/2027	\$8,211.60
Water Treatment Plant Domain	08/22/2026	08/21/2027	\$8,211.60
ADA Ramps Asset	08/22/2027	08/21/2028	\$718.51
Asset Builder (option)	08/22/2027	08/21/2028	\$1,437.03
Asset Management	08/22/2027	08/21/2028	\$48,661.60
Scenario Builder	08/22/2027	08/21/2028	\$7,478.26

Sanitary Sewer Domain	08/22/2027	08/21/2028	\$8,622.18
Signal Domain	08/22/2027	08/21/2028	\$4,311.09
Stormwater Domain	08/22/2027	08/21/2028	\$8,622.18
Transportation Domain	08/22/2027	08/21/2028	\$6,466.62
Water Distribution Domain	08/22/2027	08/21/2028	\$8,622.18
Water Treatment Plant Domain	08/22/2027	08/21/2028	\$8,622.18

Customer Billing/Service Periods:

Period:	Total:
04/22/2025	\$8,320.00
08/22/2025	\$93,933.63
08/22/2026	\$98,630.33
08/22/2027	\$103,561.83

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms

City of Great Falls, MT:

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:



Commission Meeting Date: April 15, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10572 – A Resolution by the City Commission to adjust the Commercial Plan Review fee from 65% to 25% and Residential Plan Review fees from 50% to 25% on identical structures.

From: Planning and Community Development

Initiated By: Planning and Community Development

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

Action Requested: Set a public hearing on Resolution 10572 for May 6, 2025

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing on Resolution 10572 for May 6, 2025.”

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

Staff Recommendation: Staff recommends that the City Commission set a public hearing for May 6, 2024.

Summary: Building Permit valuations are derived from the International Code Council (ICC) valuation table or as stated by the applicant. That valuation is used to determine the fees for Commercial and Residential Building Permits. The Commercial Plan Review fee is calculated at 65% of the Building Permit fee. The Residential Plan Review fee is calculated at 50% of the Building Permit fee. P&CD would like to reduce the 65% Commercial Plan Review fee to 25% and reduce the 50% Residential Plan Review fee to 25% on identical residential projects.

Background: Historically, the Uniform Building Code, which is now the International Code Council (ICC), has established a universal Plan Review fee of 65% derived from the Building Permit fee. Plan Review and Building Permit fees support the building department’s enterprise funds for cities in Montana. Jurisdictions within Montana have been able to adjust those fees to provide sufficient staffing levels, ensuring code compliance for public safety. The City of Great Falls Planning & Community Development has an unwritten policy to arbitrarily reduce Commercial Plan Review fees on identical projects from 65% to 10% and from 50% to 10% on Residential. For example, if there are five identical

apartment buildings, a full plan review is conducted on one of the buildings to ensure code compliance. A full Building Permit fee and Plan Review fee (65%) are assessed for that one building. For the following four buildings, there is a full Building Permit fee and a reduced Plan Review fee (10%). There was no quantification for a reduction to 10% as calculated from the Building Permit fee; however, other than full review fees for code compliance on identical buildings, the fees seemed excessive. The current unwritten policy is convoluted, as each identical project is calculated on a ‘case-by-case’ basis.

A review of recent years of permitting large, identical multi-family buildings shows that the current fee reduction for these structures no longer provides sufficient support for the Building Department’s enterprise fund, which is sustained by 10% of building permit fees. To continue providing high-quality service to the public, the department must carefully manage its enterprise budget. Staff contacted other Montana cities to compare plan review fees and processes for identical buildings, and found a wide range of approaches — from no fee reduction at all to reductions of 65%, 32.5%, 25%, and 20%. Based on this research and further internal review, adjusting the plan review fee reduction to 25% for identical buildings is consistent with practices in other jurisdictions and fiscally responsible for maintaining the health of the enterprise fund.

Resolution 10572 is being brought forward to stabilize the enterprise budget by eliminating permit fee ambiguity and to better align our fee structure with that of other cities in Montana.

The proposed Resolution and fee schedule are included as attachments to this agenda report.

Fiscal Impact: Assuming a similar volume of permit activity, the proposed fee schedule will stabilize the Building Department enterprise fund and eliminate any confusion and vagueness for consistent Plan Review fee calculation.

Alternatives: The Commission could choose not to set the public hearing to consider Resolution 10572.

Concurrences: Staff has contacted other jurisdictions in Montana to verify similar Plan Review processes and fee calculations. There are many variations in calculations but parallel in concept. Staff has also informed the Great Falls Home Builders Association of the proposed policy, and they are in full support of this policy.

Attachments/Exhibits:

Resolution 10572

Exhibit A – Fee Schedule

Exhibit B - Identical Plan Set Policy Example

RESOLUTION NO. 10572**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, ESTABLISHING FEES IN ACCORDANCE WITH TITLE 15 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO BUILDING AND CONSTRUCTION**

WHEREAS, the City Commission adopted Resolution 10522 on September 5, 2023, establishing fees in accordance with Title 15 of the OCCGF pertaining to fees and permits for building, plumbing, mechanical, electrical and other related construction activities in the City of Great Falls; and

WHEREAS, it is essential to the Planning and Community Development Department to stay attentive to its enterprise budget in order to provide optimal service to the public. After consulting with various cities in Montana, it was determined that there was a wide range of fees and processes pertaining to review of identical building or plan sets; and

WHEREAS, the International Code Council (ICC) established a universal Plan Review fee of 65% derived from the Building Permit fee for commercial plan review and 50% derived from the Building Permit fee for residential plan review; and

WHEREAS, it is in the best interest to the inhabitants of the City of Great Falls to ensure that fees are fair and equitable regarding Plan Review fees of identical plans; and

WHEREAS, staff wishes to eliminate ambiguity and maintain a reasonable balance to properly address budgetary needs in the Building Division Enterprise Fund, and provide contractors and developers a discounted rate from the ICC established Plan Review fee for review of identical building or plan sets; and

WHEREAS, a notice of Resolution 10572 Establishing Fees in Accordance with Title 15 of the OCCGF pertaining to Building and Construction was published in the *Great Falls Tribune*, a newspaper of general circulation in Cascade County, on April 27 and May 4, 2025, in the form and manner prescribed in Mont. Code Ann. § 7-1-4127; and

WHEREAS, the City Commission conducted a public hearing during a regular scheduled meeting of the City Commission on May 6, 2025, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., and did consider costs and public comment regarding the establishment of fees and permits for building, plumbing, mechanical, electrical and other related construction activities in the City of Great Falls.

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

1. Plan Review fees for the approval of identical Commercial construction and Residential construction are hereby incorporated in the Fee Schedule, based on the following criteria:

- a. the structures depicted by the plan are on the same property or in the same subdivision and under the control of the same contractor or developer as the original structure;
- b. the plans are submitted no more than 180 days following their last approval;
- c. the plans incorporate all code corrections or modifications indicated on the original plan set or the latest approved generation of the plans;
- d. all plans are eligible for review under the same edition of the building code as the original plan set;
- e. all fees will be paid within the 180 days of permit approval as set by the International Code Council (ICC);
- f. the plans were submitted in accordance with applicable Planning and Community Development Building Division policy.

2. Beginning, July 1, 2025, and annually every July 1 thereafter, permit fees shall automatically increase 2.5%, except for those years in which the building fund cash balance exceeds \$600,000 on June 30;

3. The Fee Schedule attached hereto as Exhibit “A” is hereby approved; and

4. Resolution No. 10522 is hereby repealed.

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

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David G. Dennis, City Attorney

Exhibit “A” to Resolution 10572

Building Permit Fees - Effective 5/6/2025						
Value			Value			
\$1	\$1,00	\$67.6	\$50,001	\$51,000	\$775.5	\$100,001 TO
\$1,00	\$2,00	\$80.8	\$51,001	\$52,000	\$783.7	\$1,178.30 FOR THE FIRST \$100,000
\$2,00	\$3,00	\$97.3	\$52,001	\$53,000	\$791.9	PLUS \$6.90 FOR
\$3,00	\$4,00	\$113.7	\$53,001	\$54,000	\$800.1	ADDITIONAL \$1,000
\$4,00	\$5,00	\$130.2	\$54,001	\$55,000	\$808.3	PORTION
\$5,00	\$6,00	\$146.6	\$55,001	\$56,000	\$816.6	
\$6,00	\$7,00	\$163.0	\$56,001	\$57,000	\$824.8	
\$7,00	\$8,00	\$179.5	\$57,001	\$58,000	\$833.0	\$500,001 TO
\$8,00	\$9,00	\$195.9	\$58,001	\$59,000	\$841.2	\$3,937.83 FOR THE FIRST \$500,000
\$9,00	\$10,000	\$212.4	\$59,001	\$60,000	\$849.5	PLUS \$5.44 FOR
\$10,001	\$11,000	\$228.8	\$60,001	\$61,000	\$857.7	ADDITIONAL \$1,000
\$11,001	\$12,000	\$245.3	\$61,001	\$62,000	\$865.9	PORTION
\$12,001	\$13,000	\$261.7	\$62,001	\$63,000	\$874.1	
\$13,001	\$14,000	\$278.1	\$63,001	\$64,000	\$882.3	
\$14,001	\$15,000	\$294.6	\$64,001	\$65,000	\$890.6	\$1,000,000 AND
\$15,001	\$16,000	\$311.0	\$65,001	\$66,000	\$898.8	\$6,654.25 FOR THE FIRST \$1,000,000
\$16,001	\$17,000	\$327.5	\$66,001	\$67,000	\$907.0	PLUS \$4.11 FOR
\$17,001	\$18,000	\$343.9	\$67,001	\$68,000	\$915.2	ADDITIONAL \$1,000
\$18,001	\$19,000	\$360.3	\$68,001	\$69,000	\$923.4	PORTION
\$19,001	\$20,000	\$376.8	\$69,001	\$70,000	\$931.6	
\$20,001	\$21,000	\$393.2	\$70,001	\$71,001	\$939.9	RESIDENTIAL PLAN REVIEW
\$21,001	\$22,000	\$409.7	\$71,001	\$72,000	\$948.1	*50% OF PERMIT FEE
\$22,001	\$23,000	\$426.1	\$72,001	\$73,000	\$956.3	
\$23,001	\$24,000	\$442.5	\$73,001	\$74,000	\$964.5	
\$24,001	\$25,000	\$459.0	\$74,001	\$75,000	\$972.8	COMMERCIAL PLAN REVIEW =
\$25,001	\$26,000	\$471.3	\$75,001	\$76,000	\$981.0	*65% OF PERMIT FEE
\$26,001	\$27,000	\$483.6	\$76,001	\$77,000	\$989.2	
\$27,001	\$28,000	\$496.0	\$77,001	\$78,000	\$997.4	
\$28,001	\$29,000	\$508.3	\$78,001	\$79,000	\$1,005.6	IF CONSTRUCTION HAS STARTED
\$29,001	\$30,000	\$520.6	\$79,001	\$80,000	\$1,013.9	PRIOR TO THE ISSUANCE OF
\$30,001	\$31,000	\$533.0	\$80,001	\$81,000	\$1,022.1	BUILDING PERMIT, THE BUILDING
\$31,001	\$32,000	\$545.3	\$81,001	\$82,000	\$1,030.3	FEE WILL DOUBLE
\$32,001	\$33,000	\$557.6	\$82,001	\$83,000	\$1,038.5	
\$33,001	\$34,000	\$569.9	\$83,001	\$84,000	\$1,046.7	
\$34,001	\$35,000	\$582.3	\$84,001	\$85,000	\$1,055.0	
\$35,001	\$36,000	\$594.6	\$85,001	\$86,000	\$1,063.2	
\$36,001	\$37,000	\$606.9	\$86,001	\$87,000	\$1,071.4	
\$37,001	\$38,000	\$619.3	\$87,001	\$88,000	\$1,079.6	
\$38,001	\$39,000	\$631.6	\$88,001	\$89,000	\$1,087.8	
\$39,001	\$40,000	\$643.9	\$89,001	\$90,000	\$1,096.1	*A FEE FOR REVIEW AND APPROVAL OF IDENTICAL RESIDENTIAL AND COMMERCIAL CONSTRUCTION DOCUMENTS THAT HAVE BEEN PREVIOUSLY APPROVED SHALL BE ASSESSED A PLAN REVIEW FEE OF TWENTY-FIVE (25%) OF THE BUILDING PERMIT FEE
\$40,001	\$41,000	\$656.3	\$90,001	\$91,000	\$1,104.3	
\$41,001	\$42,000	\$668.6	\$91,001	\$92,000	\$1,112.5	
\$42,001	\$43,000	\$681.0	\$92,001	\$93,000	\$1,120.7	
\$43,001	\$44,000	\$693.3	\$93,001	\$94,000	\$1,128.9	
\$44,001	\$45,000	\$705.6	\$94,001	\$95,000	\$1,137.2	
\$45,001	\$46,000	\$717.9	\$95,001	\$96,000	\$1,145.4	
\$46,001	\$47,000	\$730.2	\$96,001	\$97,000	\$1,153.6	
\$47,001	\$48,000	\$742.6	\$97,001	\$98,000	\$1,161.8	
\$48,001	\$49,000	\$754.9	\$98,001	\$99,000	\$1,170.0	
\$49,001	\$50,000	\$767.2	\$99,001	\$100,000	\$1,178.3	

Exhibit “A” to Resolution 10572

MECHANICAL PERMIT FEES

EFFECTIVE 10/05/23

Permit Issuance

1. For the issuance of each mechanical permit \$37.14

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

1. Furnaces

- For the installation or relocation of each forced-air of gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3Kw) \$20.56
- For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW) \$24.53
- For the installation or relocation of each floor furnace, including vent \$20.56
- For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater \$20.56

2. Gas Piping Systems

- For each outlet \$7.56

3. Mobile/Manufactured Home hookup \$20.56

4. Appliance Vents

- For the installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit \$10.88

5. Repairs of Additions

- For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code \$19.09

6. Boilers, Compressors and Absorption Systems

- For the installation or relocation of each boiler or compressor to and including three horsepower (10.6kW), or each absorption system to and including 100,000 Btu/h (29.3kW) \$20.56
- For the installation or relocation of each boiler or compressor over three horsepower (10.6 kW) to and including 15 horsepower (52.7kW), or each absorption system over 100,000 Btu/h (29.3kW) to and including 500,000 Btu/h (146.6kW)..... \$36.88
- For the installation or relocation of each boiler or compressor over 15 horsepower (52.7kW) to and including 1,000,000 Btu/h (293.1kW)..... \$50.52
- For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/ (512.9kW)..... \$73.72
- For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9kW) \$123.31

7. Air Handlers

- For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719L/s), including ducts attached thereto \$14.98

Note: This fee shall not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.

- For each air-handling unit over 10,000 cfm. (4719L/s) \$24.54

8. Evaporative Coolers

- For each evaporative cooler other than portable type \$14.98

9. Ventilation and Exhaust

- For each ventilation fan connected to a single duct \$10.88
- For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit \$14.98
- For the installation of each Type I commercial kitchen hood \$67.62
- For the installation of each Type II commercial kitchen hood \$14.98

10. Incinerators

- For the installation or relocation of each domestic-type incinerator \$24.53
- For the installation or relocation of each commercial or industrial-type incinerator..... \$98.39

11. Miscellaneous

- For each appliance or piece of equipment regulated by the Mechanical Code but not classed

Exhibit “A” to Resolution 10572

in other appliance categories, or for which no other fee is listed **\$14.98**

Other Inspection and Fees:

1. Inspections outside of normal business hours, per hour.
Minimum charge – two hours..... **ACTUAL COST TO JURISDICTION**
2. ** Re-inspection fee may be assessed for each inspection of re-inspection when such portion of
work for which inspection is called is not complete or when corrections called for are not made.
Minimum charge – one half-hour..... **\$67.63/hr.**
3. Inspections for which no fee is specifically indicated, per hour.
Minimum charge – one half-hour..... **\$67.63/hr.**
4. Additional plan review required by changes, additions, or revisions to plans for which an initial review
has been completed.
Minimum charge – one half-hour..... **\$67.63/hr.**
5. Investigation Fee for commencing work prior to permit issuance..... **EQUAL TO PERMIT FEE**

**This provision is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.

Exhibit “A” to Resolution 10572
MEDICAL GAS PERMIT FEES **EFFECTIVE 10/05/23**

For each medical gas piping system serving **one to five inlet(s)/outlet(s)** for a specific gas:

Oxygen.....1-5 outlet.....	\$68.30	_____	\$ _____
Nitrous Oxide.....1-5 outlet	\$68.30	_____	\$ _____
Nitrogen.....1-5 outlet	\$68.30	_____	\$ _____
Medical Air.....1-5 outlet.....	\$68.30	_____	\$ _____
Vacuum.....1-5 inlet.....	\$68.30	_____	\$ _____
For each additional medical gas inlet(s)/outlet(s).....	\$6.90	_____	\$ _____

Permit issuance fee.... \$ **37.14**

Investigation Fee for commencing work prior to permit issuance.....**EQUAL TO PERMIT FEE**

Exhibit “A” to Resolution 10572
PLUMBING PERMIT FEES **EFFECTIVE 10/05/23**

Permit Issuance

1. For the issuance of each plumbing permit **\$37.14**

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

1. Fixtures and Vents

- For each plumbing fixture or trap or set of fixtures on one trap **\$13.66**
 For repair of alteration of drainage or vent piping, each fixture **\$8.22**

2. Water Service

- For repair, replacement or new (1 only) **\$30.10**
 Utility stubs---2 or more water services ----12.65 ea. plus 34.39 per trip
 If included in plumbing/gas permit **\$13.66**
 For each industrial waste pretreatment interceptor including its trap and vent, excepting
 kitchen-type grease interceptors functioning as fixture traps **\$27.31**
 Rainwater systems—per drain (inside building) **\$13.66**

3. Water Piping and Water Heaters

- For installation, alteration, or repair of water piping or water-treating
 equipment or both, each **\$8.22**
 For each water heater **\$17.78**

4. Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices

- For each lawn sprinkler system on any one meter, including backflow protection devices therefore .. **\$20.56**
 For atmospheric-type vacuum breakers or backflow protection devices not included in Item 1:
 1 to 5 devices **\$17.78**
 Over 5 devices, each **\$4.77**
 For each backflow protective device other than atmospheric-type vacuum breakers:
 2 inches (50.8mm) and smaller **\$16.45**
 Over 2 inches **\$32.78**

5. Swimming Pools

- For each swimming pool or spa:
 Public pool **\$121.58**
 Public spa **\$81.93**
 Private pool **\$81.93**
 Private spa **\$40.98**

6. Miscellaneous

- For each appliance or piece of equipment regulated by the Plumbing Code but not classed in other appliance
 categories, or which no other fee is listed **\$13.66**

Other Inspections and Fees:

1. Inspections outside of normal business hours, per hour
 Minimum charge – two hours **ACTUAL COST TO JURISDICTION**
2. ** Re-inspection fees may be assessed for each inspection or re-inspection when such portion
 of work for which inspection is called is not complete or when corrections called for are not made
 Minimum charge – one half-hour **\$67.63/hr.**
3. Inspections for which no fee is specifically indicated, per hour
 Minimum charge – one half-hour **\$67.63/hr.**
4. Additional plan review required by changes, additions, or revisions to plans for which
 an initial review has been completed
 Minimum charge – one half-hour **\$67.63/hr.**
5. Investigation Fee for work commencing before permit issuance **EQUAL TO PERMIT FEE**

**This provision is not to be interpreted as requiring re inspection fee the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.

Exhibit “A” to Resolution 10572
ELECTRIC PERMIT FEES **EFFECTIVE 10/05/23**

Table No.3-B

Permit Issuance

1. For the issuance of each electrical permit **\$37.14**
2. Temporary Power Service: For temporary service pole or pedestal including all pole or pedestal-mounted receptacle outlets and appurtenances, each **\$37.14**

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

New Residential Buildings

The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time.

1. ***Residential**: New construction and extensive remodeling based on square foot area. Included shall be all finished and unfinished rooms, including basements and residential garages. Multifamily dwellings or apartments, up to and including four units within a single structure, come under this section and each unit shall be counted as an individual residence.
 - a. 0 – 750 sq. ft. **\$55.95**
 - b. 751 – 4,000 sq. ft. **\$55.95 plus \$.10 sq. ft. over 750 sq. ft.**
 - c. Over 4,000 sq. ft. **\$295.02 plus \$.09 per sq. ft. over 4000 sq. ft.**
2. ***Mobile or Manufactured Homes**: Each connection or reconnection..... **\$30.10**
3. **Water Pumps**: any type
 - a. Up to 25 horse power. **\$32.75**
 - b. Over 25 horse power. **\$31.82 plus \$.11 per horse power over 25**
4. **Private Swimming Pools & Hot Tubs**: For new private, residential, in-ground, swimming pools & hot tubs for single-family, multi-family occupancies including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool or hot tub, each **\$30.10**
5. **Carnivals, Fairs, Outdoor Concerts and Similar Amusement Establishments and Other Public Assemblies of a Temporary Nature**: Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable type rides, booths, displays and attractions.

The electrical inspection fee for each temporary installation shall be **\$71.75** for the entirety of the temporary installation, provided that such inspection can be completed within one hour. If additional inspection time is required, it will be charged at the rate of **\$35.55** for each additional 30 minutes or fractional parts thereof.
6. **All Other**: fees listed in this section shall apply to any and all electrical installations not specifically mentioned elsewhere in this rule. The wiring cost shall be the cost to the owner of all labor charges and all wiring materials and equipment installed as part of the wiring system. For uniformity of fee, when labor is performed by the owner, such labor cost shall be based at actual cost. The value of factory installed wiring, switches, and controls on equipment shall be included in wiring costs. Value of motors and appliances need not be included. Multifamily dwellings or apartments with five or more dwellings come under this schedule.

Mobile Home Parks – distribution wiring including pedestal or service is under this schedule.

This does not include or permit the connection of the mobile home. Recreational Vehicle Parks – service conductors distribution and lot supply to individual units come under this schedule plus **\$7.55** per lot.

Exhibit “A” to Resolution 10572

<u>Total Job Cost</u>	<u>Inspection Fee</u>
\$0 - \$ 1,000	\$66.97
\$1,001 - \$5,000	\$147.44
\$5,001 - \$10,000	\$281.35
\$10,001 - \$50,000	\$368.73 for first \$10,000 plus ½ of 1% of balance
More than \$50,000	\$666.39 for first \$50,000 plus ¼ of 1% of balance

- 7. Residential Appliances:** For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter- mounted cooking tops; electric ranges, self-contained room, console, or through-wall air conditions; space heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances not exceeding one horsepower (HP) in rating, each **\$23.21**

Note: for other types of air conditioners and other motor driven appliances having larger electrical ratings, see Power Apparatus.

- 8. Nonresidential Appliances:** For residential appliances and self-contained factory-wired, nonresidential appliances not exceeding one horsepower (HP), kilowatt (KW), or kilovolt-ampere (KVA), in rating including medical and dental devices; food, beverage, and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment, each **\$23.21**

Note: for other types of air conditioners and other motor-driven appliances have larger electrical ratings, see Power Apparatus.

- 9. Power Apparatus:** For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus, as follows:

Rating in horsepower (HP), kilowatts (KW), kilovolt-amperes (KVA), or kilovolt-amperes reactive (KVAR):

Up to and including 10, each.....	\$23.21
Over 10 and not over 50, each.....	\$32.75
Over 50 and not over 100, each.....	\$66.97
Over 100, each	\$100.31

Note: a. For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used.

b. These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment.

- 10. Services:**
For services of six hundred volts or less and not over two hundred amperes in rating, each **\$42.30**

For services of six hundred volts or less and over two hundred amperes to one thousand amperes in rating, each..... **\$81.93**

For services over six hundred volts or over one thousand amperes in rating each..... **\$165.21**

Note: This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, bus ways, signs or other equipment.

Exhibit "A" to Resolution 10572

11. Option to Permitting Commercial Work under \$300.00 Per Job Cost. As an option to individual permits for work \$300.00 or under, total electrical job cost, a licensed electrical contractor may purchase an annual permit to cover all jobs of this description for the calendar year. The cost of this permit shall be **\$442.44**

Other Inspections and Fees:

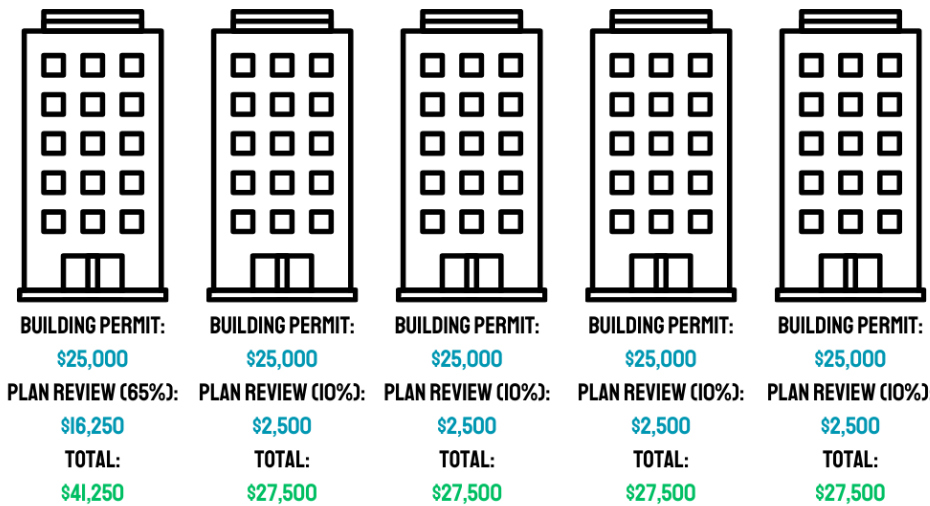
12. Inspections outside of normal business hours
Minimum charge – two hours **ACTUAL COST TO THE JURISDICTION**
13. **Re-inspections: A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made
Minimum charge – one half-hour..... **\$67.63/hr.**
14. Inspections for which no fee is specifically indicated
Minimum charge – one half-hour..... **\$67.63/hr.**
15. Additional plan review required by changes, additions or revisions to approve plans
Minimum charge – one half-hour..... **\$67.63/hr.**
16. Investigation Fee for commencing work before permit issuance**EQUAL TO PERMIT FEE**

* Includes a maximum of three (3) inspections.

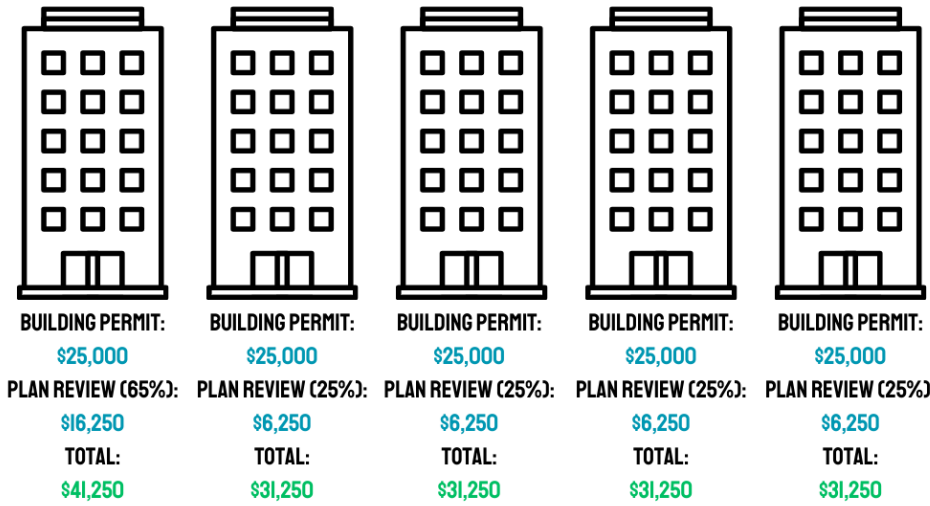
** This provision is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.

COMMERCIAL (MULTIFAMILY)

CURRENT UNWRITTEN POLICY

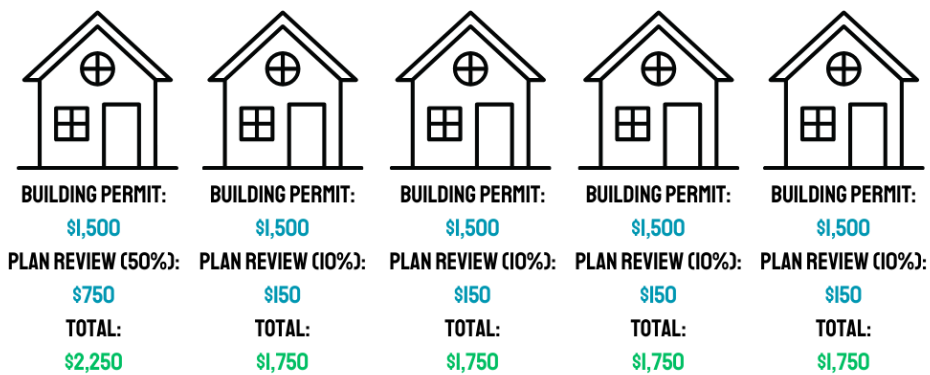


PROPOSED FORMAL POLICY

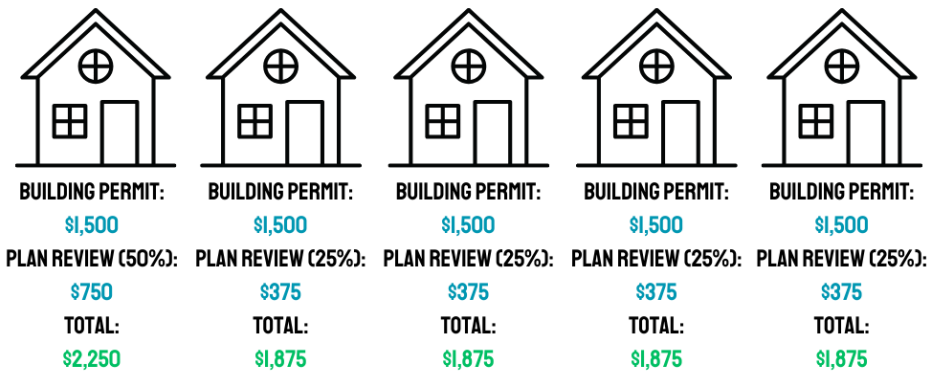


RESIDENTIAL

CURRENT UNWRITTEN POLICY



PROPOSED FORMAL POLICY





Commission Meeting Date: April 15, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10565 – Conditional Use Permit (CUP) for a “Contractor Yard, Type I” land use with an additional allowance of up to 2,500 square feet of temporary storage containers, upon the property addressed as 3104 Upper River Road, Great Falls, Montana.

From: Kayla Kryzsko, Assistant City Planner, Planning & Community Development

Initiated By: Matthew McDonald, McD LLC, Owner

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

Action Requested: City Commission adopt Resolution 10565

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 10565 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.
-

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

Following the Neighborhood Council meeting, the request was presented to the Zoning Commission at a public hearing on February 25, 2025. During the hearing, while presenting their application, the applicant informed the Zoning Commission and staff that they had discussed the initially proposed secondary access with neighboring property owners. They had mutually agreed that only the existing access from Upper River Road to the property would be used, and no additional access would be created. Consequently, the

Zoning Commission incorporated a condition into its approval, specifying that the Conditional Use would be limited to utilizing the existing vehicular access point.

At the conclusion of the public hearing, the Zoning Commission voted unanimously, 6-0, to recommend that the City Commission approve the applicant's request for a CUP for a "Contractor Yard, Type I" land use, including an additional allowance of up to 2,500 square feet of temporary storage containers and with the added condition that no new vehicular accesses would be permitted from Upper River Road.

Staff recommends approval with the following conditions:

Conditions of Approval:

1. **Subsequent modifications and additions:** If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.
2. **Changes in Use:** Conditional uses are regulated as such because the use presents the possibility of significant impacts on the community. Therefore, changes in conditional uses must be strictly limited. A significant change in the type or level of activity, including changes in the number of employees or operating hours, or changes in the types of materials present on the site, may void the conditional use permit. Proposed changes shall be submitted to the Administrator, who may require that the permit be amended following the same public process used for its adoption.
3. **Expiration:** The conditional use permit shall expire one (1) year after the date of issuance, if the operation has not been established for the applicant's request. The Administrator may extend the expiration date by up to one year if substantial work is ongoing.
4. **Abandonment:** If a conditional use ceases to operate for more than six (6) months, the conditional use permit is void.
5. **Screening:** The applicant is required to screen the contractor yard from the public right-of-way prior to the establishment of the use of the contractor yard. A 6-foot-high, 100% opaque fence running north/south along the Upper River Road frontage shall be installed.
6. **Buffer Between Uses:** In accordance with OCCGF 17.44.3.030(F), a minimum 15-foot landscape buffer shall be maintained where a non-residential use abuts a residential use.
7. **Storage Containers:** Storage containers on site shall be temporary, and may not be located upon the subject property after forty-eight (48) months of approval of the conditional use. The total area of storage containers shall not exceed two thousand and five hundred (2,500) square feet. The containers shall be painted in colors that are natural with the surroundings and screened from the public right-of-way and shall be removed within 60 days upon final inspection of the shop structure construction.

- 8. Additional Access:** No additional vehicular access from Upper River Road will be permitted for the use of the contractor yard. The existing access off Upper River Road, as illustrated in the attachment titled “*Subject Property Existing Access*”, shall be the sole point of entry.
- 9. Stormwater management:** In accordance with OCCGF 13.24.080 (A), if a phased development plan results in 15,000 square feet or more of impervious surface coverage, or more than one acre of disturbance within the planning area, the applicant must submit a drainage plan for review. The applicant shall submit a stormwater management plan for approval by the City’s Public Works Department. Additionally, if the development disturbs more than 10,000 square feet, an erosion control plan for active construction must also be submitted to the City’s Environmental Division for review.
- 10. Licensing:** Before commencing operations of the contractor yard, the applicant must secure a business license from the City of Great Falls and ensure adherence to all applicable building, zoning, and fire safety regulations.
- 11. Noise Limitations:** Per OCCGF 8.53.040 the applicant shall ensure that noise levels do not exceed 55dB(A) from 7:00 a.m. to 8:00 p.m. and 50 dB(A) from 8:00 p.m. to 7:00 a.m. at the property line.
- 12. Parking:** The applicant shall provide off-street parking to accommodate employees and business activity.
- 13. Future Development Permitting:** All future development permits shall comply with the codes and ordinances of the City of Great Falls, the State of Montana, and any other applicable regulatory agencies. The required plans and specifications will be reviewed by representatives from the City’s Planning Division, Building Division, Engineering Division, and Great Falls Fire Rescue to ensure full compliance with all regulations.
- 14. Acceptance of Conditions:** The amendment will not go into effect until the applicant acknowledges in writing that it has received, understands, and agrees to comply with these conditions of approval.

Background: In April of 2024, the City received a complaint regarding activities on the subject property located at 3104 Upper River Road. In response, the City notified the property owner to remove all items related to the business operations. Following the complaint, City staff met with the applicant to discuss the necessary CUP and property improvements to ensure the activity would be compatible with the surrounding neighborhood.

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

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

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

- A. **Generally.** These standards do not apply to contractor yards in Industrial zoning districts
- B. **Lot size requirements.** The minimum lot size shall be one (1) acre.
- C. **Limitations on equipment.** No more than two (2) pieces of heavy equipment exceeding three (3) tons may be stored on the premises.
- D. **Storage of material.** Exterior storage of construction materials, wastes, or any other material related to the operation of the contractor yard is prohibited.
- E. **Buildings.** A building(s) not exceeding a cumulative total of three thousand (3,000) square feet shall be constructed on the premises to accommodate the contractor's operations.

A "Contractor Yard" is defined as "a place and/or building, or portion thereof, that is used or is intended to be used by a contractor/builder with one (1) of more of the following: construction material storage, machinery storage or repair, including truck and heavy equipment, shops, and office space."

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

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

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

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

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

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

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

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

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

Attachments/Exhibits:

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

RESOLUTION 10565

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A CONTRACTOR YARD, TYPE I, LAND USE WITH AN ADDITIONAL ALLOWANCE OF UP TO 2,500 SQUARE FEET OF TEMPORARY STORAGE CONTAINERS, UPON THE PROPERTY ADDRESSED AS 3104 UPPER RIVER ROAD, GREAT FALLS, MONTANA.

* * * * *

WHEREAS, Matthew McDonald, McD LLC, Owner, has petitioned the City of Great Falls for a Conditional Use Permit to allow for a “Contractor Yard, Type I”, land use with an additional allowance of up to 2,500 square feet of temporary storage containers, upon the property addressed as 3104 Upper River Road legally described as Lot 22 of McLean Garden Tracts, Section 23, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana; and

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

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

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

Conditions of Approval:

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

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

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

10. Licensing: Before commencing operations of the contractor yard, the applicant must secure a business license from the City of Great Falls and ensure adherence to all applicable building, zoning, and fire safety regulations.

11. Noise Limitations: Per OCCGF 8.53.040 the applicant shall ensure that noise levels do not exceed 55dB(A) from 7:00 a.m. to 8:00 p.m. and 50 dB(A) from 8:00 p.m. to 7:00 a.m. at the property line.

12. Parking: The applicant shall provide off-street parking to accommodate employees and business activity.

13. Future Development Permitting: All future development permits shall comply with the codes and ordinances of the City of Great Falls, the State of Montana, and any other applicable regulatory agencies. The required plans and specifications will be reviewed by representatives from the City's Planning Division, Building Division, Engineering Division, and Great Falls Fire Rescue to ensure full compliance with all regulations.

14. Acceptance of Conditions: The amendment will not go into effect until the applicant acknowledges in writing that it has received, understands, and agrees to comply with these conditions of approval.

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

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

That a Conditional Use Permit be granted to allow for a "Contractor Yard, Type I", land use with an additional allowance of up to 2,500 square feet of temporary storage containers, upon the property addressed as 3104 Upper River Road, Great Falls, Montana, upon the owner complying with the conditions listed herein; and,

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

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

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

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

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

CONDITIONAL USE PERMIT - BASIS OF DECISION

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

PRIMARY REVIEW CRITERIA:

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

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

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

- **Economic Goals**

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

- **Physical Goals**

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

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

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

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

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

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

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

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

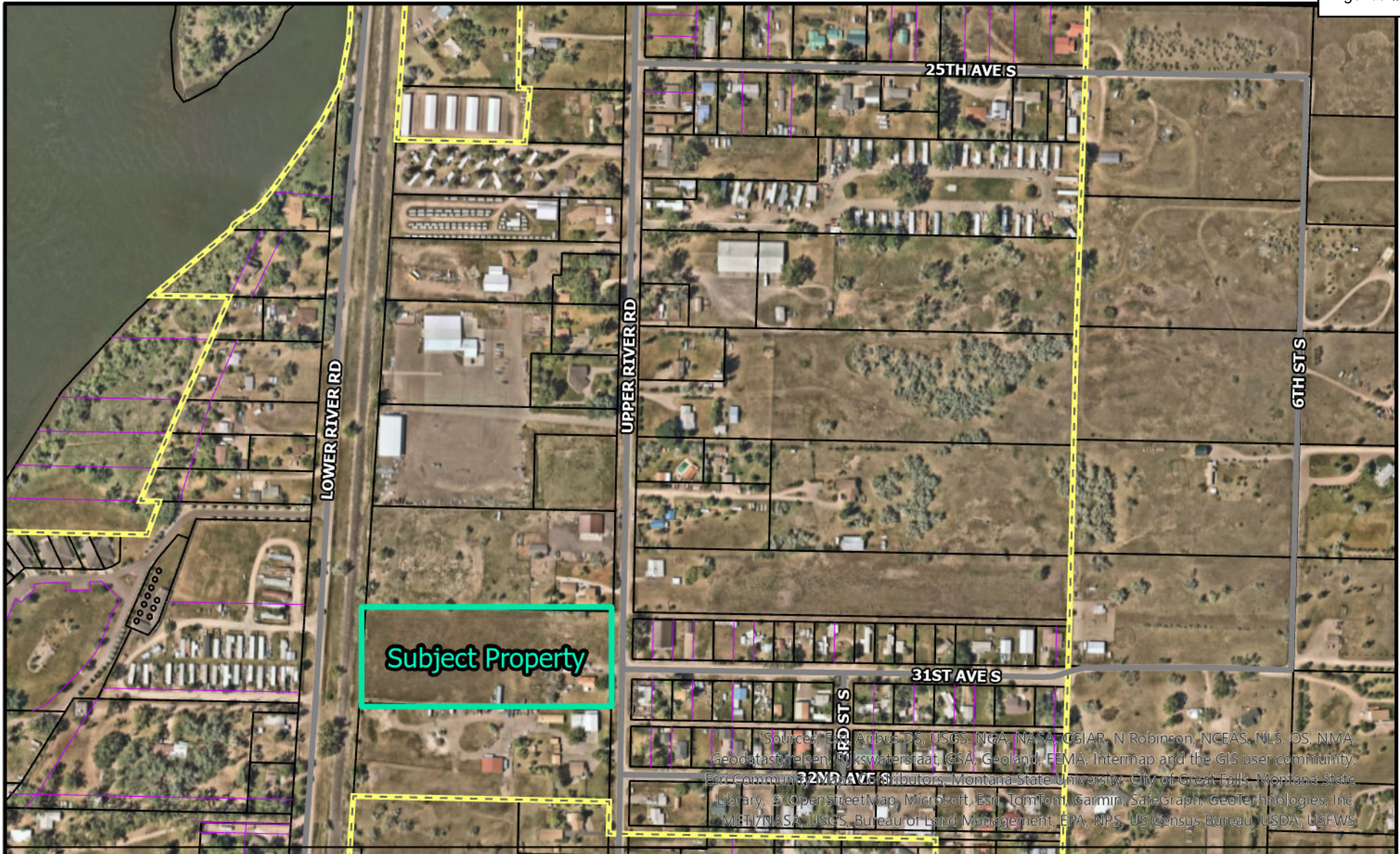
Adequate utilities, access roads, drainage systems, and other necessary facilities currently exist around the subject property and will be able to support the operation and functionality of the proposed project. This includes ensuring reliable access to public utilities such as City water and sewer services,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

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

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

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

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



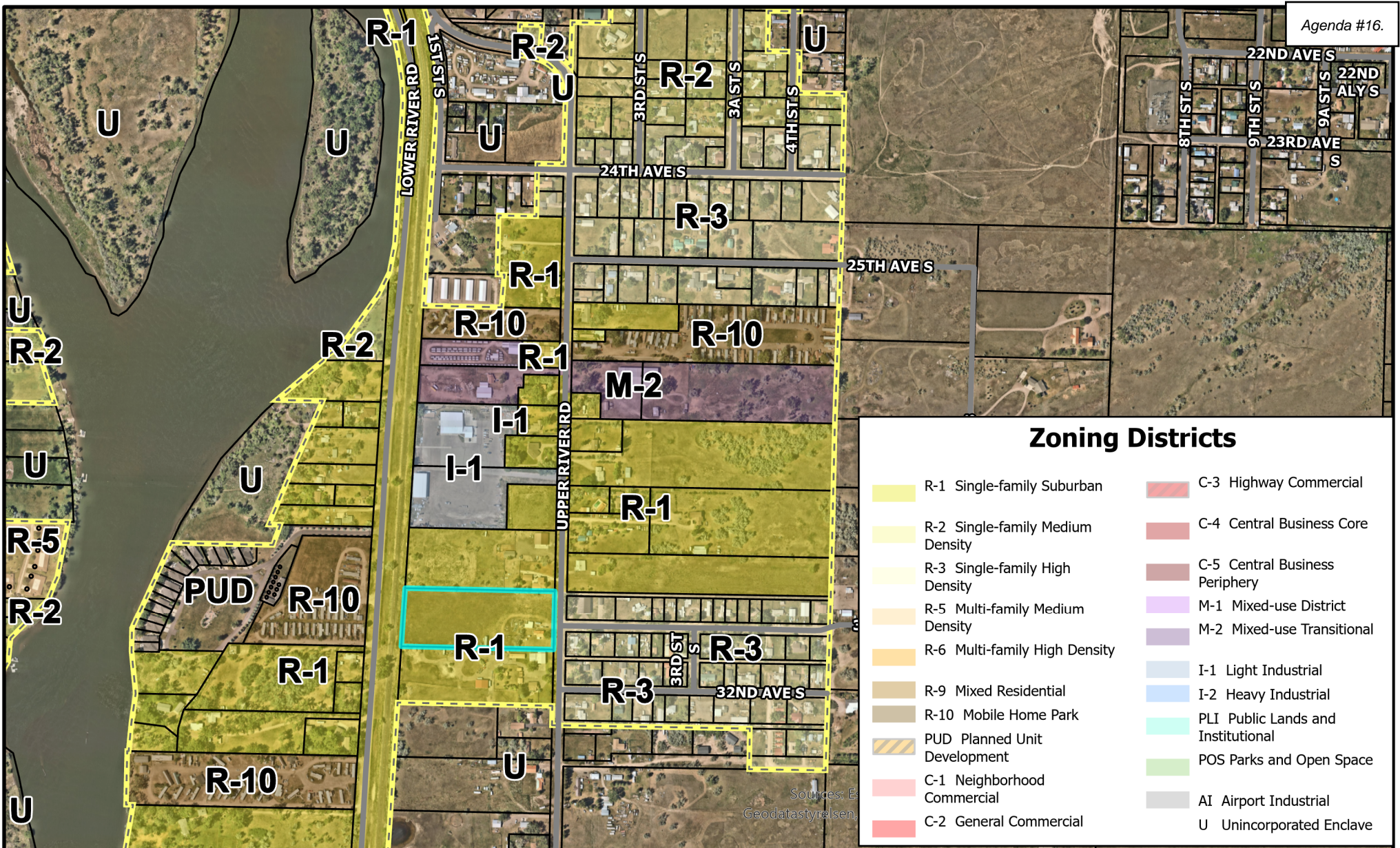
Location Map

ADDRESS: 3104 UPPER RIVER RD

- City Addresses
- City Limit
- Parcels



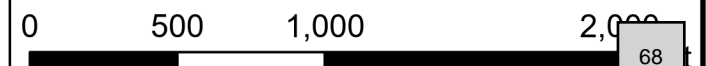
0 285 570 1,140 Feet



Zoning Map

ADDRESS: 3104 UPPER RIVER RD

- City Addresses
- City Limit
- Parcels



Project Overview

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

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

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

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

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

Business operations:

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

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

Proposed Fence:

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

Proposed Shipping Containers:

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

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

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

Proposed Structures:

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

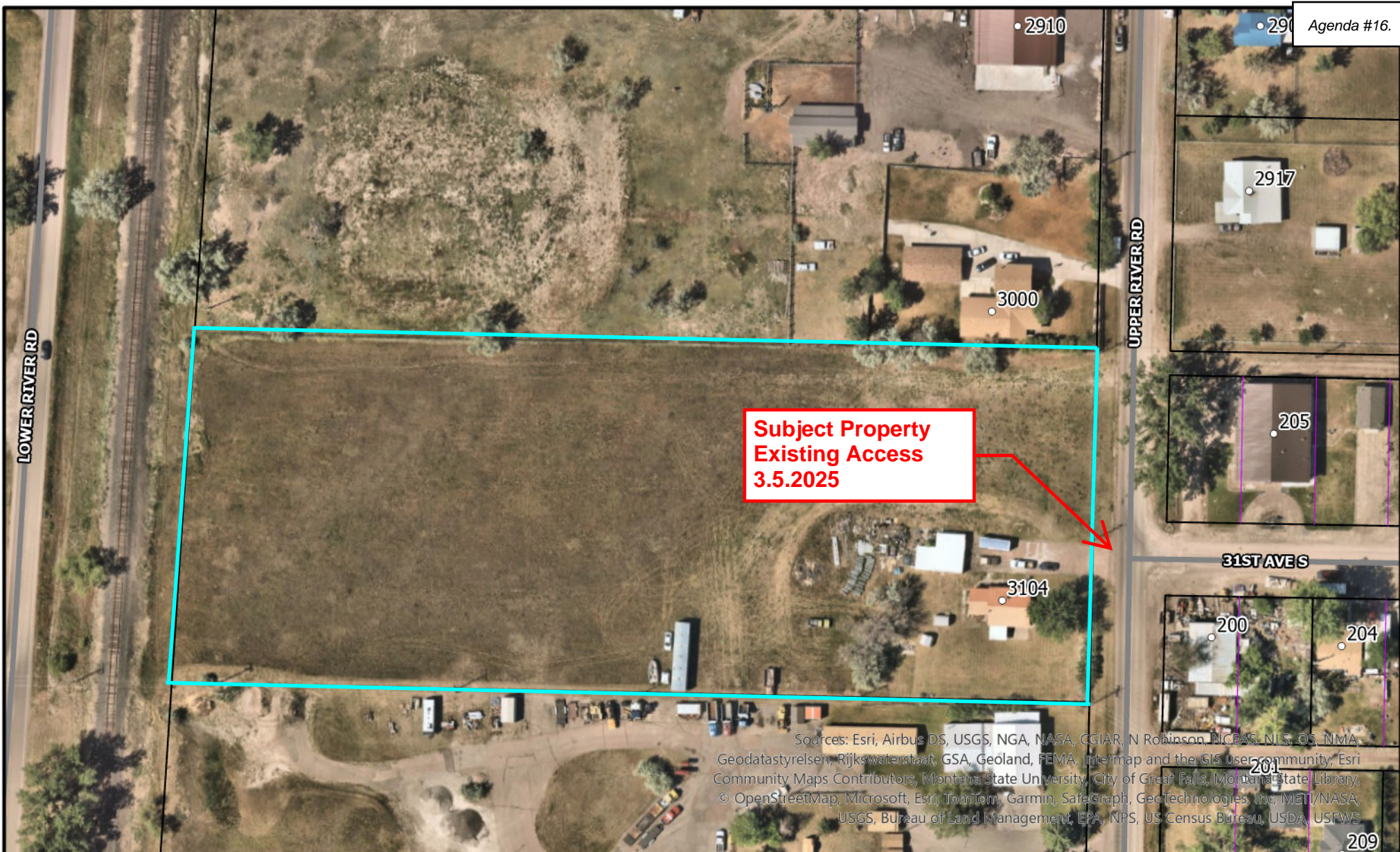
Site Plan:

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

2,000 sq ft of
temporary
storage
containers

3,000 sq ft shop

15 ft set back



Access Point

ADDRESS: 3104 UPPER RIVER RD

- City Addresses
- City Limit
- Parcels





Commission Meeting Date: April 15, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Public Hearing – Resolution 10576 – A request from the City of Great Falls to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for signage improvements needed for the North Parking Garage located at 17 4th Street North.

From: Planning and Community Development

Initiated By: The City of Great Falls – Downtown Parking Program

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

Action Requested: Approve Resolution 10576 to allow the use of up to \$50,000 in Downtown Urban Renewal District Tax Increment Financing (TIF) funds for signage improvements needed for the North Parking Garage.

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 10576 to allow the use of up to \$50,000 in Downtown Urban Renewal District Tax Increment Financing (TIF) funds for signage improvements needed for the North Parking Garage.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Parking Advisory Commission, Downtown Development Partnership, and Staff Recommendation:

Staff recommends approval of the proposed TIF funding request. Additionally, the request was discussed at the Parking Advisory Commission (PAC) on February 20, 2025 and the Downtown Development Partnership (DDP) meeting on March 19, 2025. The PAC and DDP voted unanimously to support the TIF funding request.

Summary: The Downtown Urban Renewal and Tax Increment Financing (TIF) District generally encompasses Great Falls’ central business district and periphery properties. This TIF District was approved by the City Commission on May 15, 2012. The purpose of creating the Downtown TIF was to stimulate revitalization and redevelopment of the central business district.

The proposed improvements include a comprehensive signage package with new entrance signs, stairwell signage, and wayfinding signs to guide visitors to the garage. The North Parking Garage plays a vital role in the Downtown by providing convenient, centralized parking for nearby businesses and events. Community feedback often highlights concerns about the availability of downtown parking, and this TIF request aims to raise awareness of the existing, underutilized parking inventory.

Enhanced signage will help increase visibility, encouraging both residents and visitors to utilize the facility more frequently and stay longer in the downtown area. Additionally, the downtown district attracts many visitors from outside Great Falls, who may not be aware of the ample parking options available, making this project an essential step toward improving their experience.

Specifically, the signage package includes an entrance sign, directional signage to the 1st Avenue North entrance, two large-scale wall signs that will be visible from Central Avenue and 1st Avenue North, a flag mounted sign directing traffic from 4th Street, and permanent signage for the stairwells. The signs have been designed using a cohesive, universal parking design to ensure high success in drawing attention to the North Garage, as well as creating longevity and continuity in future parking projects and efforts.

The City has submitted an application requesting \$50,000 of TIF funds to address the following signage improvements in the north garage:

- 1) Entrance Sign – Above the entrance off of 4th Street North, a large wall mounted, backlit cabinet sign is proposed.
- 2) Directional Sign – For drivers traveling eastbound on 1st Avenue North, a small freestanding, backlit cabinet sign is proposed to direct traffic to the 1st Avenue North entrance of the garage.
- 3) Wall Signs – On the south facing exterior wall and west facing exterior wall, large backlit wall-mounted cabinet signs are proposed.
- 4) Stairwell Signs – For the interior stairwell doors, a proposal to replace the current temporary ‘No Loitering’ signs to permanent vinyl signs.

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

City of Great Falls TIF Review Criteria:

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

Staff Analysis – Staff finds that the proposed improvements to the North Parking Garage will serve and have an area-wide benefit for the Downtown TIF District. Community feedback often highlights concerns about the availability of downtown parking and this TIF request aims to raise awareness of the existing, underutilized parking inventory. The integrity of the City’s parking garages must be viewed with the same

sense of importance as more conventional infrastructure such as downtown streets, sidewalks, water and sewer lines, and storm drain facilities.

- 2) Economic Stimulus – The amount of economic activity to be generated within a district through the development is assessed, as well as the leverage ratio of public to private investment. In general, the maximum limit of any one development is 10% of the construction/rehabilitation costs, exclusive of acquisition costs. Projects demonstrating extraordinary benefit to Districts or the community may, at the discretion of City Commission, receive additional TIF assistance for eligible items. All applications should contain credible, measurable information substantiating the project's economic stimulus in the District and the community.

Staff Analysis – Because the north garage can accommodate the parking needs for almost 500 vehicles, having a functional garage in the heart of downtown has an enormous economic multiplier effect because it frees up significant property for the private sector to develop with minimal to no off-street parking. The north parking garage plays a vital role in the Downtown by providing convenient, centralized parking for nearby businesses and events. Enhanced signage will help increase visibility, encouraging both residents and visitors to utilize the facility more frequently and stay longer in the downtown area. Additionally, the downtown district attracts many visitors from outside Great Falls, who may not be aware of the ample parking options available, making this project an essential step toward improving their experience.

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

Staff Analysis – Because the City owns the property containing the garage, it has a tax exempt status. As a result, property tax generation activity for the Downtown TIF will come from improvements being made to private property. As noted above, the presence of safe, effective, and well-maintained garage facilities clearly has a spinoff benefit for enhanced private sector investment in downtown properties.

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

Staff Analysis – The project is not anticipated to create full-time jobs, with the exception of short-term construction jobs related to the proposed signage installation. However, as noted above, the spin-off economic benefit of the public parking facility in the downtown will continue to lead to downtown property redevelopment activity. Such activity results in business development and job growth.

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

Staff Analysis – When the Downtown Tax Increment Financing (TIF) District was established in 2012, a formal determination was made that conditions of blight existed within the designated area. As a result, the Downtown TIF is also designated as an Urban Renewal District. The proposed TIF request is consistent with the goals of the district by helping to address and mitigate conditions of blight through improved public safety, enhanced perception of the area, and better utilization of key infrastructure.

This project specifically supports these goals by clarifying the intended use and purpose of the downtown parking garages and reinforcing their role as safe, accessible facilities for downtown visitors, customers,

and employees. The proposed improvements aim to: 1) Reduce general criminal activity within the parking garages; 2) Minimize negative impacts such as vandalism, drug use, and damage to vehicles and facilities; and 3) Improve perceptions of safety for both customers and employees by decreasing disruptive behavior, particularly from transient populations.

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

Staff Analysis – As mentioned earlier, the community often raises concerns about the lack of available parking downtown. This opportunity to install signage on the north garage will fill a specific community goal and district need. The signs have been designed using a cohesive, universal parking design to ensure high success in drawing attention to the North Garage, as well as creating longevity and continuity in future parking projects and efforts.

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

Staff Analysis – The project will have a positive impact on existing businesses and residents because they will be more easily able to navigate their customers and employees to available parking within close proximity.

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

Staff Analysis – As noted earlier in the report, the total project cost for all improvements is estimated to be \$50,000. There are no other funding sources identified for this project.

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

Staff Analysis – Once this request is approved, staff will make any last adjustments to the signage design and locations based on feedback from the DDP and Commission, and award the project. It can be expected that installment of the signs will happen in 2025.

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

Staff Analysis – The City of Great Falls has extensive experience in completing infrastructure projects, including those utilizing TIF District funds.

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

Staff Analysis – The proposed construction schedule is less than one year, simple in scope and should be straightforward to execute.

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

Staff Analysis – The garage properties are tax exempt, thus this criterion is not applicable.

Determination of Appropriateness: The request for signage improvements to the North Parking Garage is found to be eligible according to Montana Code Annotated (MCA) guidance as well as being in conformance with the Downtown Urban Renewal Plan.

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

Staff has determined adequate funding is available in the Downtown TIF fund to fulfill the request. Staff has provided more information regarding the Downtown TIF balance as an attachment to this report. Refer to the *Downtown TIF Cash Flow Projection Analysis* for more details.

Alternatives: The Commission could deny Resolution 10576. If such action is taken, the City has not identified an alternative funding source for the north garage signage improvements. As a result, the City would not complete the proposed project.

Concurrences: The City's Finance Department, Historic Preservation Officer, and the City's outside TIF Legal Counsel have reviewed the request. It is determined that the request is eligible and appropriate for TIF funding. In addition, The City's request for TIF funding is supported by the Parking Advisory Commission and the Downtown Development Partnership.

Attachments/Exhibits:

Resolution 10576

Downtown TIF Cash Flow Projection Analysis

Sign Bid Package

RESOLUTION 10576

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, APPROVING A REQUEST FROM THE CITY OF GREAT FALLS TO EXPEND GREAT FALLS DOWNTOWN URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS FOR SIGNAGE IMPROVEMENTS TO THE CITY'S NORTH PARKING GARAGE SIGNAGE

* * * * *

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

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

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

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

WHEREAS, the City of Great Falls Downtown Parking Program has an existing, underutilized parking inventory, and has an opportunity to increase visibility and awareness around its assets; and,

WHEREAS, the quality of the City's parking garages are a key element of downtown vitality, attracting new businesses and investment for the City's Downtown Urban Renewal District; and,

WHEREAS, City Staff has assessed the project in relation to the goals and objectives of the Downtown Urban Renewal District Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds in the amount of \$50,000.00 is warranted for the purpose of paying for improvements to the North Parking Garage signage will further support economic development in the Downtown Urban Renewal District.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Great Falls, Montana, that the City of Great Falls' request to expend Great Falls Downtown Urban Renewal Tax Increment (TIF) District Funds is approved in the amount of up to \$50,000 for the purpose of improving signage for the North Parking Garage located at 17 4th Street North within the Downtown Urban Renewal District.

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

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk
(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

Downtown TIF Cash Flow Projection Estimate

4/3/2025

		FY 25	
		7/1/24 - 6/30/25	
Beginning Cash	Starting TIF Funds	\$ 5,049,675.30	
Increment Revenue	Projected Annual Increment	\$ 2,000,000.00	
Debt Service, ISCs, build programs	Fixed Annual Obligations	\$ (1,071,593.00)	*See Estimated Fixed Annual Obligations chart below
YTD actuals	Projects Paid Out Year to Date	\$ (185,273.59)	
Awards not Paid yet	Outstanding Project Obligations	\$ (3,393,861.26)	*See Outstanding Project Obligations chart below
Projected ending cash	Available TIF Funds	\$ 2,398,947.45	
North Parking Garage Signage Improvements		\$ 50,000.00	
Projected ending cash if approved		\$ 2,448,947.45	

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

Outstanding Project Obligations	Award Info	Expiration	FY 25	FY 26
			7/1/24 - 6/30/25	7/1/25 - 6/30/26
Parking Garage Improvements	Res. 10288 (4/16/2019)	n/a	\$ 183,785.00	
Storm Drain Project	Ord. 3247 (9/15/2022)		\$ 500,000.00	\$ 500,000.00
BID trees - 25k for 5 years	Res. 10390 (4/6/2021)		\$ -	\$ 25,000.00
BID mural lighting	(10/18/2022)		\$ 144,550.00	
111 Central Ave (Kellergeist Theatre)	Res. 10523 (8/1/2023)		\$ 263,500.00	
7th Street South Streetscape	Res. 10526 (9/5/2023)	n/a	\$ 243,000.00	
ADA ramp project - 13% match for Federal funds	Res. 10527 (9/5/2023)	n/a	\$ 31,052.00	
DDP Operating Costs (FY 2024)	Res. 10541 (5/7/2024)	6/30/2024	\$ 97,294.00	
DDP Operating Costs (FY 2025)	Res. 10542 (5/7/2024)	6/30/2025	\$ 117,450.00	
6 6th St S (Roberts Building)	Res. 10547 (5/21/2024)	12/31/2025	\$ 430,000.00	
Mansfield Theatre Improvements	Res. 10561 (8/6/2024)	n/a	\$ 400,000.00	
525 Central Ave (Times Square Building)	Res. 10575 (3/18/2025)	12/31/2026	\$ 158,908.40	
Outstanding Building Program Awards				
513 Central Ave (Jason Balius)	3/12/2023		\$ 55,000.00	
400 2nd Ave S (Baatz)	7/20/2023		\$ 130,000.00	
426 Central Ave (Enbar/Big Dipper)	3/15/2024		\$ 48,336.51	
500 1st Ave S (BPOE Great Falls Lodge #214)	5/24/2024		\$ 32,750.00	
18 4th St N (Sun Spot)	8/13/2024		\$ 5,914.75	
511 Central Ave (Gary Hackett)	3/5/2025		\$ 20,720.60	
18 5th St S (Lisa Semanski)	3/5/2025		\$ 6,600.00	
			\$ 2,868,861.26	\$ 525,000.00

Total Outstanding Project Obligations \$ 3,393,861.26



www.allstatesignsmt.com

5907 2nd Ave N
PO Box 675
Great Falls, MT 59403

406-899-1042 Beau
406-899-3250 Raeen

Project Notes:

CITY OF GREAT FALLS
PUBLIC PARKING GARAGE
SIGNAGE

Representative: Beau Bilbrey

Designer: Raeen Bilbrey

PROJECT/LOCATION:

Customer Approval Signature:

*This design is the exclusive property of All State Sign Group and cannot be reproduced either in whole or in part without their consent. All State Sign Group will endeavor to closely match colors, where specified. We cannot guarantee exact matches due to varying compatibility of surface materials and paints used.

Date: 11/20/2024

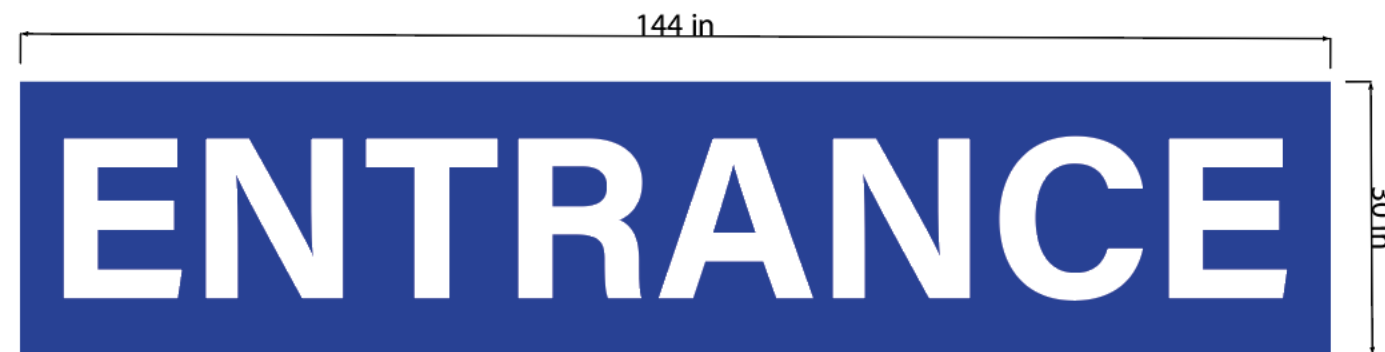
Rendering #: 1



48 in

(3) 4' X 24'6"
BACKLIT
SIGN CABINETS

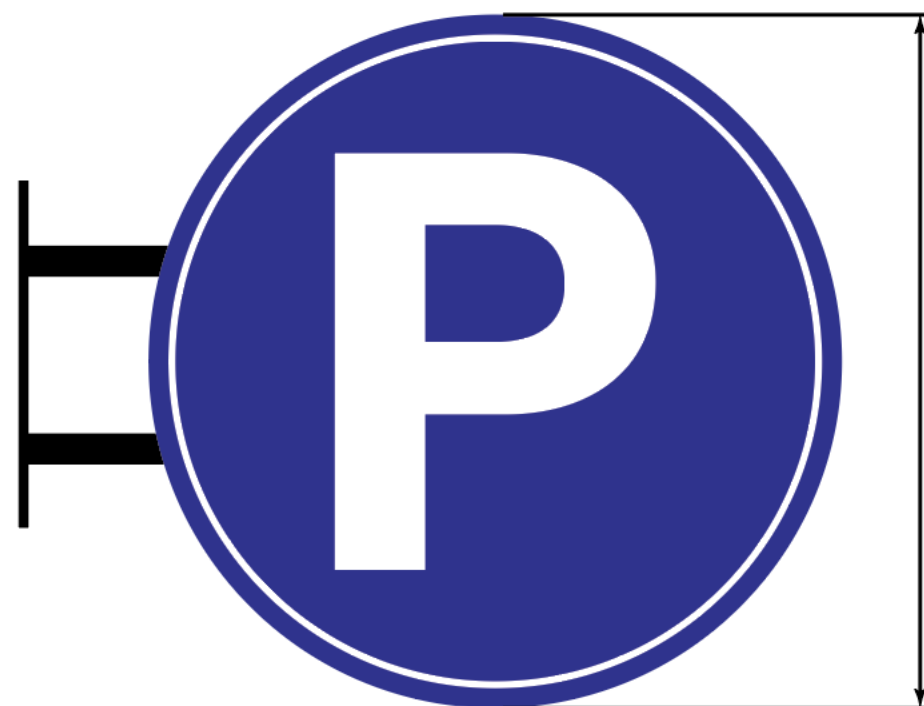
294 in



144 in

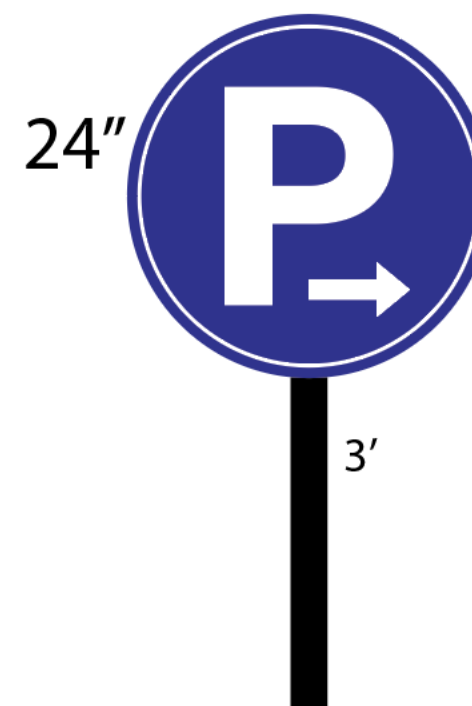
30 in

(1) 30" X 12'
ENTRANCE SIGN



60 in

(1) DOUBLE SIDED
5' BACKLIT
CIRCULAR SIGN



24"

3'

24"
PARKING
GARAGE DOUBLE
SIDED DIRECTIONAL SIGN



18" X 24"
PARKING
GARAGE DOOR
SIGN



PO Box 675
Great Falls, MT 59403
www.allstatesignsmt.com

406-899-1042
allstatesignsmt@gmail.com

Estimate

Date	Estimate #
1/19/2025	2970

Name / Address
City of Great Falls PO Box 5021 Great Falls, MT 59403

Job Reference

Description	Qty	Rate	Total
North Parking Garage Sign Package			
South Elevation Alley			
Manufacture and install (1) 4' X 24' 6" Single Face sign cabinet. Sign will be illuminated with Sloan Prism Beam LED. Face to be .080 Aluminum prime/painted smooth. Lettering to be routed out lettering and 1/2" White acrylic lettering installed. Frame made of .040 Aluminum skin with aluminum structure.		13,110.00	13,110.00
West Elevation Entrance Side			
Manufacture and install (1) 4' X 24' 6" Single Face sign cabinet. Sign will be illuminated with Sloan Prism Beam LED. Face to be .080 Aluminum prime/painted smooth. Lettering to be routed out of the aluminum and 1/2" White acrylic lettering installed. Frame made of .040 Aluminum skin with aluminum structure.		13,110.00	13,110.00
West Elevation Entrance Sign			
Manufacture and install (1) 2'6" X 12' Single Face sign cabinet. Sign will be illuminated with Sloan Prism Beam LED. Face to be .080 Aluminum prime/painted smooth. Lettering to be routed out lettering and 1/2" White acrylic lettering installed. Frame made of .040 Aluminum skin with aluminum structure.		4,959.375	4,959.38
West Elevation Entrance			

Total

**Estimates are good for
30 days.**

Signature



PO Box 675
Great Falls, MT 59403
www.allstatesignsmt.com

406-899-1042
allstatesignsmt@gmail.com

Estimate

Date	Estimate #
1/19/2025	2970

Name / Address
City of Great Falls PO Box 5021 Great Falls, MT 59403

Job Reference

Description	Qty	Rate	Total
Manufacture and install (1) 5' Double Face Projecting wall sign. Sign to be illuminated with Sloan Prism Beam LED. Face to be .080 Aluminum prime/painted smooth. Lettering to be routed out of the aluminum and 1/2" White acrylic lettering installed. Frame made of .040 Aluminum skin with aluminum structure. Plate mounted on outside and inside for Thru-Bolting. Sign to be 6" from the wall and project 5'6".		12,506.25	12,506.25
Print and install (12) No Loitering Door vinyl's 12"X18"	6	55.00	330.00
North Elevation Manufacture and install Non-Illuminated directional sign. Single face Aluminum. 24" Circle with Pole. 3M Printed graphics.		1,100.00	1,100.00

Total \$45,115.63

Estimates are good for
30 days.

Signature



**NO
LOITERING
PARKING
GARAGE
USERS
ONLY**

**(12) 18"W X 24"H DIGITALLY
PRINTED VINYL DOOR
GRAPHICS.**

Agenda #17.



Client:
GF Parking Garage

Account Executive:
MATT

Designer:
mando

Date:
12-4-24

Project #
15135

CAT Graphics INC
1600 Stuckey Road
Great Falls, Montana
(406) 452-1603

These plans are the exclusive property of Cat Graphics and are the result of the original works of its employees. They are submitted for the sole purpose of your consideration of whether to purchase these plans or to purchase from Cat Graphics a sign manufactured according to these plans. Distribution or exhibition of these plans to anyone other than employees of your company or use of these plans to construct a sign similar to the one embodied or use in any graphics is expressly forbidden. In the event that such exhibiting occurs, without prior written consent, Cat Graphics expects to be reimbursed up to \$2000.00 per sheet as compensation for time and effort entailed in creating these plans.

P1

Revised Date/Designer:
XXXXXX

Client Approval:

NOTE: Cost for pre-electrical wiring to be included in sign proposal	84



Client:
GF Parking Garage

Account Executive:
MATT

Designer:
mando

Date:
12-4-24

Project #

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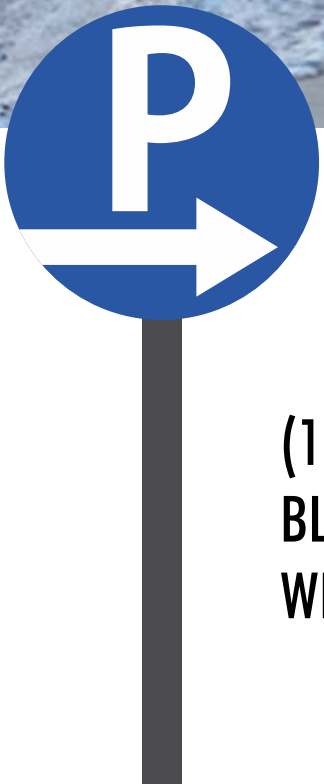
P2

Revised Date/Designer:
XXXXXX

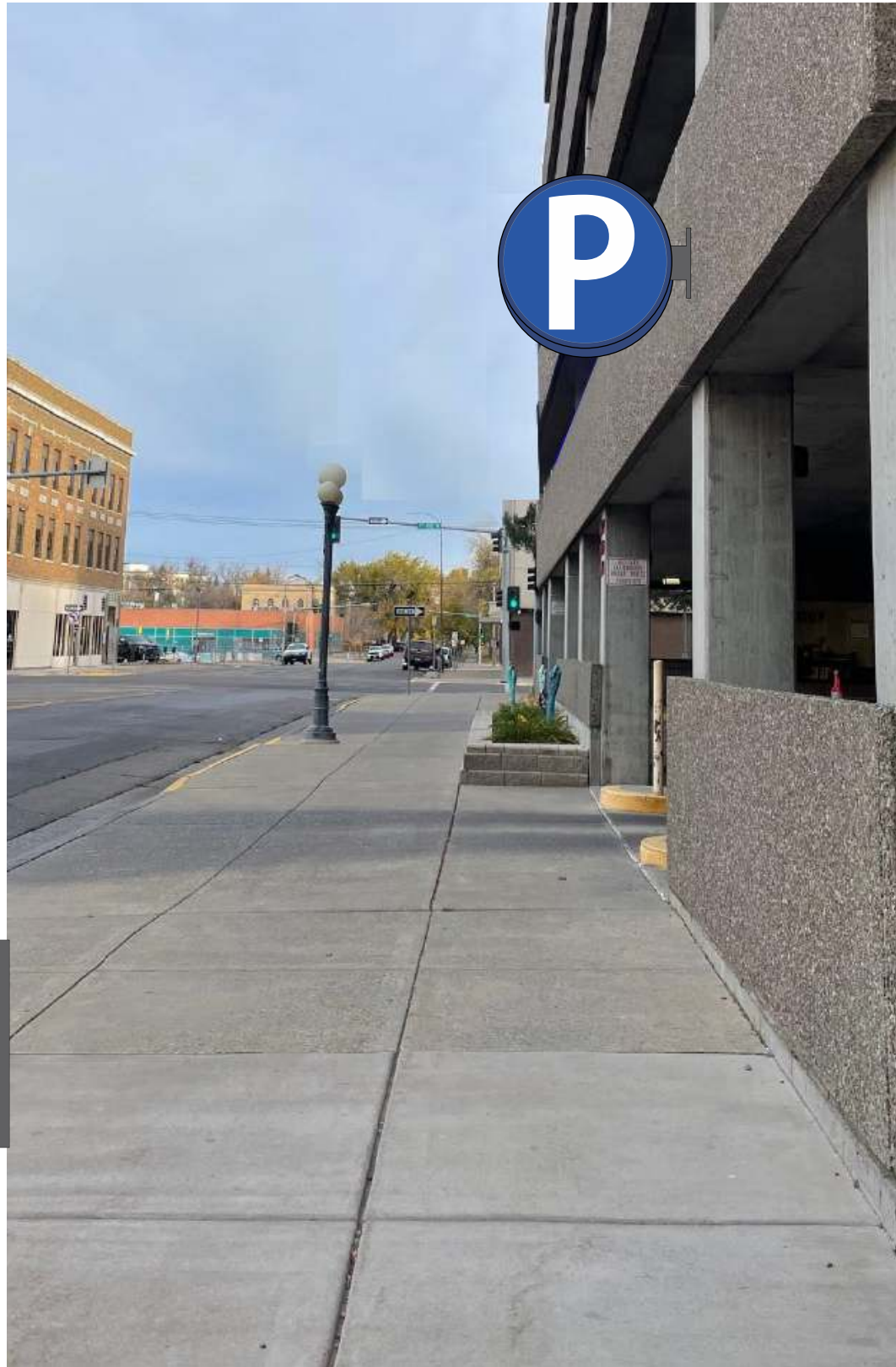
Client Approval:

<div>NOTE: Cost for pre-electrical wiring to be included in sign proposal</div>	<div>85</div>	<div>necessary not</div>
---	---------------	--------------------------

(1) 2' DIA. S/S ALUMINUM SIGN, MOUNTED ON A 4'H METAL POST.
BLUE BACKGROUND WILL BE DIGITALLY PRINTED ON REFLECTIVE
WHITE VINYL.



(1) 4' DIA. D/S LED LIT FLAG MOUNT
SIGN CABINET. CABINET WILL BE
FACED WITH LEXAN.
COPY/BACKGROUND WILL BE
DIGITALLY PRINTED. CABINET WILL
BE PAINTED BLUE.
PLACEMENT TO BE DETERMINED.



Agenda #17.



Client:
GF Parking Garage

Account Executive:
MATT

Designer:
mando

Date:
12-4-24

Project #
15135

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P3

Revised Date/Designer:
XXXXXX

Client Approval:

NOTE: Cost for pre-electrical wiring to be included in sign proposal	86	necessary not
--	----	---------------



(1) 16'W X 3.5'H LED LIT SIGN CABINET. CABINET WILL BE FACED WITH LEXAN.
BACKGROUND/COPY WILL BE DIGITALLY PRINTED. CABINET WILL BE PAINTED BLUE.

Agenda #17.



Client:
GF Parking Garage

Account Executive:
MATT

Designer:
mando

Date:
12-4-24

Project #
15135

CAT Graphics INC
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Great Falls, Montana
(406) 452-1603

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P4

Revised Date/Designer:
XXXXXX

Client Approval:

<div>NOTE: Cost for pre-electrical wiring to be included in sign proposal</div>	<div>87</div>	<div>necessary not</div>
---	---------------	--------------------------



(1) 20'W X 3'H LED LIT SIGN CABINET. CABINET WILL BE FACED WITH FLEX VINYL. BACKGROUND/COPY WILL BE DIGITALLY PRINTED. CABINET WILL BE PAINTED BLUE.

ALTERNATIVE:

(1) 20'W X 3.'H LED LIT ALUMINUM SIGN CABINET. ROUTER CUT FACE WILL FEATURE WHITE ACRYLIC PUSH THRU LETTERS (25"H). CABINET WILL BE PAINTED BLUE.



SAMPLE PUSH THRU ACRYLIC LETTERS.

Agenda #17.



Client:
GF Parking Garage

Account Executive:
MATT

Designer:
mando

Date:
12-4-24

Project #
15135

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P6

Revised Date/Designer:
XXXXXX

Client Approval:

NOTE: Cost for pre electrical wiring to included in sign price	88

88



(1) 20'W X 3'H LED LIT SIGN CABINET. CABINET WILL BE FACED WITH FLEX VINYL. BACKGROUND/COPY WILL BE DIGITALLY PRINTED. CABINET WILL BE PAINTED BLUE.

ALTERNATIVE:

(1) 20'W X 3.'H LED LIT ALUMINUM SIGN CABINET. ROUTER CUT FACE WILL FEATURE WHITE ACRYLIC PUSH THRU LETTERS (25"H). CABINET WILL BE PAINTED BLUE.



SAMPLE PUSH THRU ACRYLIC LETTERS.

Agenda #17.



Client:
GF Parking Garage

Account Executive:
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Designer:
mando

Date:
12-4-24

Project #
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P8

Revised Date/Designer:
XXXXXX

Client Approval:

<p>NOTE: Cost for pre electrical wiring to included in sign price</p>	<p>89</p>	<p>not</p>
---	-----------	------------



CAT GRAPHICS, INC.

PH: (406) 452-1603

www.catgraphics.net

1600 Stuckey Rd

Great Falls, MT 59404

Estimate

DATE	ESTIMATE NO.
1/14/2025	12677

NAME / ADDRESS

CITY OF GREAT FALLS - customer
Planning & Community Development
PO BOX 5021
GREAT FALLS, MT 59403

		TERMS	REP	JOB PACKET #
		50%DOWN,NET ON INSTALL	MD	J15135
DESCRIPTION		QTY	COST	Total
Location--Parking garage				
CAT Graphics uses the highest quality of vinyl available, 3M High Performance brand. Digital prints on 3M vinyl are laminated for scratch resistance and UV protection. If customer wants an estimate with less expensive, temporary vinyl, see salesman.				
Page 1--DIGITALLY PRINTED--Qty of 12) vinyl door graphics sized at 18"w x 24"h reading "NO--LOITERING--PARKING--GARAGE--USERS--ONLY". Installed on metal doors.			1,454.00	1,454.00
Page 2--Aluminum 2' diameter single sided sign with digitally printed copy reading "P", with an arrow, installed on 4'h metal post, in grassy area. Blue graphics printed on white reflective vinyl.		1	799.00	799.00
Page 3--ILLUMINATED CABINET--Double sided 4' diameter flagmounted cabinet installed on concrete wall. Lexan faces with digitally printed copy reading "P". Cabinet will be painted blue.		1	5,454.00	5,454.00
Page 4--ILLUMINATED CABINET--Single sided building cabinet installed on concrete wall. Cabinet sized at 3.5'h x 16'w with lexan faces with digitally printed copy reading "ENTRANCE". Cabinet will be painted blue.		1	5,957.00	5,957.00
Page 5--LLUMINATED CABINET--Single sided building cabinet installed on concrete wall. Cabinet sized at 3.5'h x 16'w with metal painted faces with push thru white letters reading "ENTRANCE". Cabinet will be painted blue.		1	7,252.00	7,252.00
Page 6--ILLUMINATED CABINET--Single sided building cabinet installed on brick/concrete wall up at the top of the building, approx 6 stories up. Cabinet sized at 3'h x 20'w with stretched flex faces with digitally printed copy reading "PUBLIC PARKING". Cabinet will be painted blue.		2	11,497.00	22,994.00
			Phone #	Web Site
			406-452-1603	www.catgraphics.net



CAT GRAPHICS, INC.

PH: (406) 452-1603

www.catgraphics.net

1600 Stuckey Rd

Great Falls, MT 59404

Estimate

DATE	ESTIMATE NO.
1/14/2025	12677

NAME / ADDRESS
CITY OF GREAT FALLS - customer Planning & Community Development PO BOX 5021 GREAT FALLS, MT 59403

		TERMS	REP	JOB PACKET #
		50%DOWN,NET ON INSTALL	MD	J15135
DESCRIPTION	QTY	COST	Total	
Page 8--ILLUMINATED CABINET--Single sided building cabinet installed on brick/concrete wall up at the top of the building, approx 6 stories up. Cabinet sized at 3'h x 20'w with metal faces and push through white acrylic copy reading "PUBLIC PARKING". Cabinet will be painted blue.	2	14,647.00	29,294.00	
Signage Permit Fee--to be determined		0.00	0.00	
City Inspection Fee		150.00	150.00	
Unforeseen circumstances may add additional costs. Estimates good for 90 days.		Phone #	Web Site	
		406-452-1603	www.catgraphics.net	



Commission Meeting Date: April 15, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution No. 10569 Fee Schedule for Great Falls Fire Rescue

From: Great Falls Fire Rescue

Initiated By: Jeremy Jones, Fire Chief

Presented By: Jeremy Jones, Fire Chief

Action Requested: Conduct a Public Hearing

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 10569.”

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

Staff Recommendation: Staff recommends that the City Commission conduct a public hearing and adopt Resolution 10569 to update the Great Falls Fire Rescue (GFFR) Fee Schedule. Resolution 10569 would repeal Resolution 10444 and set a new fee structure beginning April 15, 2025.

Summary: Through various meetings with the Crime Task Force, Public Safety Advisory Committee and the City Commission the need to cover the cost of providing services has been a recurring recommendation. Great Falls Fire Rescue is proposing an increase in the fee for a new issuance and a renewal of a SIC/Business License. The SIC/Business License fees were last adjusted in 2017. The fee adjustment is based on the Western Consumer Price Index (WCPI) at the end of 2023 and equates to a 3.6% increase to SIC/Business License Fees. Staff has also determined the need to adjust other fees listed on the fee schedule and add new fees for cost recovery of services provided by GFFR.

Background: SIC/Business license fees have not been adjusted since 2017. During the City Commission meeting on October 15, 2024 the Commission adopted Resolution 10563 for Planning and Community Development fees and removed the SIC/Business License fees from the PCD fee schedule. Staff recommended moving these fees onto the Fire Department’s Fee Schedule. The current Resolution proposes an increase to those fees by the 2023 WCPI percentage as provided by the City Finance Director.

Along with the recommended increase to SIC/Business Licenses, a Mobile Food Vendor License has been added to the fee schedule. These were previously processed as a Home Occupation Certificates but this designated fee appropriately identifies the business and location. The fee is consistent with the Home Occupation Certificate.

Resolution 10569 will institute fees for the following services, currently being provided by GFFR, to assist in recovering the costs for associated staff time:

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

A \$100 fee will be charged for failure to address fire code violations after the first re-inspection (i.e., after the second inspection is conducted). This introduces a reasonable deterrent for business owners to prioritize the correction of life safety hazards.

GFFR recommends increasing the fee for false fire alarm activations from \$100 to \$250 after the third false activation within a 365-day period. The current \$100 fine has proven insufficient to motivate some businesses to promptly resolve deficiencies. While there are only a few frequent offenders this increase in fines is intended to encourage faster compliance. Though it may seem strict, higher fines often lead to quicker corrective actions, ultimately improving safety.

The proposed Resolution would also increase the fees charged for renting the Fire Training Center and the hourly rate for apparatus and personnel. The fees being charged for EMS patient transport by Pintler Billing Services, the City's third party billing company, will also be adjusted. The proposed increase is in line with EMS industry standards.

The fee for Special Event and Street Closure Permit Application was originally set under Resolution 9614, Establishing Street Closure, Park Rental and Special Events with Alcoholic Beverages permit fees, in October 2006. The rate was set at \$35.00. On March 19, 2024 The City Commission adopted Resolution 10536 Establishing Park and Recreation Fees. During this amendment, the fee for Street Closures was not included in the New Park and Recreation Fees. Resolution 10569 will add this fee the GFFR Fee Schedule. Due to the amount of staff time dedicated to these reviewing and approving these events the rate will increase from \$35.00 to \$100.00 per permit application.

Future amendments to the Official Code of the City of Great Falls (OCCGF) Title 15, Chapter 9 pertaining to Fire Code including burn permits, Special Event and Street Closures are being drafted for Commission consideration at a later time.

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

Alternatives: Commission could deny Resolution 10569 or suggest changes to the proposed fees. If denied, the fees removed from other department's fee schedules will need to be added back through future fee resolutions.

Concurrences: Planning and Community Development, Finance, Legal and the Manager's Office

Attachments/Exhibits:

Resolution 10569

2025 Great Falls Fire Rescue (GFFR) Fee Schedule

Comparison of fees

RESOLUTION 10569

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

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

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

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

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

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

Great Fall Fire Rescue (GFFR) Fee Schedule

REPORTS:

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

BUSINESS LICENSE:

New Issuance

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

Mobile Food Vendor = \$100.00

Renewal

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

Tier 6 over 100,000 sq ft \$640.00
 Churches \$170 + \$130 (Zoning) = \$80.00
Mobile Food Vendor = \$35.00
Transfer of ownership = \$50.00
Renewal late fee = \$50.00

FIRE INSPECTION FEES:

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

FIRE PLANS REVIEW FEES:

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

FIRE PERMIT FEES:

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

FIRE SPRINKLER ACCEPTANCE:

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

FIRE ALARM ACCEPTANCE:

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

HOOD ACCEPTANCE:

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

FIRE SUPPRESSION SYSTEM ACCEPTANCE:

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

FIRE PUMP ACCEPTANCE:

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

STANDPIPE ACCEPTANCE:

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

SPECIAL INSPECTION:

\$75 per hour, minimum 1 hour.

AFTER HOURS INSPECTION:

\$75 per hour, minimum 1 hour.

CONTRACTOR NOT READY FOR ACCEPTANCE:

\$200 per instance

OPEN BURNING VIOLATION:

\$50

FALSE ALARM FEE:

3rd False Activation in a 365-day time period

\$250.00

FACILITIES (daily rates):

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

\$200 per day

Training Center facility

\$450 per day +
Disposables

**Note: Burn prop requires GFFR supervision*

APPARATUS (hourly rates – personnel costs not included):

1 ALS Rescue Engine

\$250 per hour

1 Fire Engine

\$220 per hour

1 Aerial Apparatus

\$390 per hour

1 Command Vehicle

\$140 per hour

1 Rescue Vehicle

\$140 per hour

1 Hazmat Trailer w/equip

\$185 per hour

Hazmat supplies/tools

cost + 20%

SERVICES OTHER:

CPR Training Class

\$75 per student

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

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

1 Management

Current

Current salary plus
benefits

1 Command Officer

Current salary plus
benefits

1 Company Officer

Current salary plus
benefits

1 Firefighter

Current salary plus
benefits

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

EQUIPMENT:

Ladder testing (per ladder)

\$90

Hose repair (per length)

\$25

Repair parts

cost + 20%

CASCADE SYSTEM – BREATHING AIR:

30 min bottle filled with NFPA certified Air cylinder

\$30 per cylinder

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

PATIENT TRANSPORT COST RECOVERY

Advanced Life Support (ALS):

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

Basic Life Support (BLS):

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

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

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

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

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

2025 Great Fall Fire Rescue (GFFR) Fee Schedule

REPORTS:

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

BUSINESS LICENSE:

New Issuance

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

***Mobile Food Vendor = \$100.00**

Renewal

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

***Mobile Food Vendor = \$35.00**

Transfer of ownership = \$50.00

Renewal late fee = \$50.00

FIRE INSPECTION FEES:

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

FIRE PLANS REVIEW FEES:

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

FIRE PERMIT FEES:

- * \$100.00 permit review, and inspection fee. Minimum 1 inspection per permitted Event. \$75 inspection fee over 1 inspection (Amusement buildings, Carnivals/Fairs, Exhibits/Trade shows, Tent/Membrane structure, **Special Events & Street Closures**)
- *\$75.00 Open burning permit review and inspection fee. Minimum 1 inspection

FIRE SPRINKLER ACCEPTANCE:

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

FIRE ALARM ACCEPTANCE:

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

HOOD ACCEPTANCE:

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

FIRE SUPPRESSION SYSTEM ACCEPTANCE:

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

FIRE PUMP ACCEPTANCE:

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

STANDPIPE ACCEPTANCE:

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

SPECIAL INSPECTION:

\$75 per hour, minimum 1 hour.

AFTER HOURS INSPECTION:

\$75 per hour, minimum 1 hour.

CONTRACTOR NOT READY FOR ACCEPTANCE:

\$200 per instance

OPEN BURNING VIOLATION:

\$50

FALSE ALARM FEE:

3 rd False Activation in a 365-day time period	\$250.00
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FACILITIES (daily rates):

Training Center classroom (<i>includes audio/visual equip</i>)	\$200 per day
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Training Center facility	\$450 per day
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**Note: Burn prop requires GFFR supervision*

APPARATUS (hourly rates – personnel costs not included):

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

SERVICES OTHER:

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

PERSONNEL (regular hourly rates at cost to City):

Current

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

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

EQUIPMENT:

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

CASCADE SYSTEM – BREATHING AIR:

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

PATIENT TRANSPORT COST RECOVERY

Advanced Life Support (ALS):

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

Basic Life Support (BLS):

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

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

**Dictates potential city code changes for future use.*

2025 GREAT FALLS FIRE RESCUE (GFFR) FEE SCHEDULE

	Current Fees	Proposed Fees
REPORTS		
Incident Report	\$11	\$15
Fire Investigation Report & Photos	\$100	\$100
Single page copies	\$.25/page	\$.25/page
BUSINESS LICENSES (Previously under PCD fees)		
New Business licenses require a zoning fee as established through PCD		
Tier 1	\$132 (New) \$63 (Renewal)	\$170 (New) \$80 (Renewal)
Tier 2	\$173 (New) \$98 (Renewal)	\$220 (New) \$125 (Renewal)
Tier 3	\$230 (New) \$144 (Renewal)	\$295 (New) \$185 (Renewal)
Tier 4	\$299 (New) \$207 (Renewal)	\$380 (New) \$265 (Renewal)
Tier 5	\$443 (New) \$345 (Renewal)	\$565 (New) \$440 (Renewal)
Tier 6	\$600 (New) \$500 (Renewal)	\$765 (New) \$640 (Renewal)
Churches	\$132 (New) \$63 (Renewal)	\$170 (New) \$80 (Renewal)
Mobile Food Vendors	Previously processed under Home Occ License	\$100 (New) \$35 (Renewal)
Transfer of Ownership	\$50	\$50
Renewal Late fee	\$15 = 10% of license fee	\$50
FIRE INSPECTION FEES		
First inspection	Covered by Business License	Covered by Business License
1st Re-inspection	Covered by Business License	\$100
2nd Re-inspection (3rd Inspection)	\$200	\$200
3rd Re-inspection (4th Inspection)	\$300	\$300
4th Re-inspection (5th Inspection)	see OCCGF 15.9.050	see OCCGF 15.9.050
FALSE ALARM FEES		
3rd False Alarm activation	\$100 per occurrence	\$250 per occurrence
FACILITIES (daily rates)		
Training Center Classroom	\$121	\$200
Training Center	\$286	\$450
APPARATUS (hourly rates - personnel costs not included)		
1 Als Rescue Engine	\$224	\$250
1 Fire Engine	\$188	\$220
1 Aerial Apparatus	\$335	\$390
1 Command Vehicle	\$120	\$140
1 Rescue Vehicle	\$120	\$140
1 Hazmat Trailer with equipment	\$142	\$185
Hazmat Supplies and Tools	cost +20%	cost +20%
SERVICES OTHER		
CPR Training - per student	\$35	\$75
Fire Water line Flush	\$100 up to 100', \$50 for every additional 25'	\$100 up to 100', \$50 for every additional 25'
PERSONNEL (Regular hourly rates at cost to City)		
1 Management	Current salary plus benefits	Current salary plus benefits
1 Command Officer	Current salary plus benefits	Current salary plus benefits

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

EQUIPMENT

Ladder testing (per ladder)	\$77	\$90
Hose repair (per length)	\$19	\$25
Repair parts	cost + 20%	cost + 20%

SCBA - CASCADE SYSTEM BREATHING AIR

30 minute SCBA bottle fill	\$24 per cylinder	\$30 per cylinder
60 minute SCBA bottle fill	\$24 per cylinder	\$50 per cylinder

PATIENT TRANSPORT COST RECOVERY

Advanced Life Support (ALS)

ALS Emergency	\$1,050	\$1,150
ALS 2 Emergency	\$1,250	\$1,250
ALS treatment and transport	\$150	\$150
Oxygen	\$65	\$65
I.V. Supplies	\$68	\$75
ALS Routine Supplies	\$95	\$100
Intubation Supplies	\$98	\$125
Defibrillation Supplies	\$85	\$120
EKG Supplies	\$14	\$20
Milage (per loaded miles)	\$18	\$22

Basic Life Support BLS

BLS Emergency	\$850	\$900
BLS Routine Supplies	\$72	\$75
BLS Transport (per loaded miles)	\$17.50	\$17.50

PROPOSED NEW FEES FOR 2025

FIRE PLANS REVIEW FEES

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

FIRE PERMIT FEES

\$100.00 permit review, and inspection fee. Minimum 1 inspection per permitted Event. \$75 inspection fee over 1 inspection (Amusement buildings, Carnivals/Fairs, Exhibits/Trade shows, Outdoor assembly event, Tent/Membrane structure, Special events & Street Closures) * Previous fee of \$35 for Special Events and Street Closures was included in Park And Recreation Fee schedule.

\$75.00 Open burning permit review and inspection fee. Minimum 1 inspection

FIRE SPRINKLER ACCEPTANCE

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

FIRE ALARM ACCEPTANCE

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

HOOD ACCEPTANCE:

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

FIRE SUPPRESSION SYSTEM ACCEPTANCE:

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

FIRE PUMP ACCEPTANCE

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

STANDPIPE ACCEPTANCE

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

SPECIAL INSPECTION

\$75 per hour, minimum 1 hour.

AFTER HOURS INSPECTION

\$75 per hour, minimum 1 hour.

CONTRACTOR NOT READY FOR ACCEPTANCE

\$200 per instance

OPEN BURNING VIOLATION

\$50 per occurrence



Commission Meeting Date: April 15, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Purchase of Property: Beebe Tracts, S10, T20 N, R04 E, Lot 047 (OF 1841.0)

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Approve purchase of property

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) the purchase of property addressed as 5200 2nd Ave N, in Beebe Tracts, Section 10, Township 20 North, Range 4 East, Lot 047, in Cascade County, Montana, for a purchase price of \$374,000 and authorize the City Manager to enter into all necessary documents and agreements to complete the transaction.”

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

Staff Recommendation:

City staff recommends purchase of the property for a future regional stormwater pond. Future pond improvements will help alleviate the storm sewer capacity issues identified near this area and support future development. The parcel is also an ideal spot for a future sanitary sewer lift station to serve the area.

Background:

The City has an opportunity to purchase a 3.23 acre parcel that is well suited for a future regional detention pond. The address is 5200 2nd Ave N and the parcel is in the County with Commercial zoning. The parcel functions as an existing detention pond as it sits on an existing geographical low area. The Montana Department of Transportation owns and maintains an existing stormwater lift station, which pumps water out of this pond into the city’s stormwater system near Loy Elementary.

A future improved City-owned pond in this location would help alleviate existing storm pipe capacity issues in this area. City stormwater is currently routed around this pond and the surrounding county parcels via a network of storm mains. Modeling associated with the upcoming Stormwater Master Plan shows significant flooding and full pipe capacity issues in these nearby storm mains, especially on 3rd Ave S. Flows from these areas could be re-routed to this pond via new storm mains and alleviate the capacity issues. Another benefit is the detention of stormwater, reducing the impact to pipe networks. It is estimated that this parcel could support a pond volume of 500,000 cubic ft.

The upstream basin that could potentially drain to this pond includes undeveloped properties between 57th St S and Malmstrom Air Force Base and between Loy Elementary and the east side Walmart. This pond could be used to accommodate storm runoff from future developments in these areas. The City may be eligible for reimbursements of costs incurred for funding these improvements based on a development's proportional use. Furthermore, the parcel makes an excellent location for a future sanitary sewer lift station since it is in the natural low spot of the area.

A Phase 1 Environmental Site Assessment, property inspection, and appraisal were completed on the property. The items discovered in these inspections did not warrant backing out of the purchase. Mark Macek of Macek Companies is acting as the City's agent for this transaction.

Fiscal Impact:

All expenses are funded through the Stormwater Utility Fund.

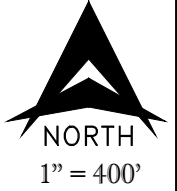
Alternatives:

The City Commission could vote to not approve this purchase and direct staff to evaluate other land acquisition options or maintain the status quo. If that were the case, it may become more difficult to acquire land for future improvement of a pond at this location. If status quo is maintained, the City would continue to face challenges with managing the existing storm sewer capacity issues. Development in these areas may continue to have costs or restrictions associated with discharging into the existing storm main network.

Attachments/Exhibits:

Vicinity Map

Buy-Sell Agreement



2ND AVE N
REGIONAL STORMWATER POND

VICINITY
MAP

OF 184
04-15-2020
107

COUNTER OFFER



1 Date: 03/09/2025

2

3 This Counter Offer pertains to a Buy-Sell Agreement (hereafter the "Agreement") dated 03/06/2025

4 by and between Sandra D Sanger (hereafter the "Seller") and

5 Mark Macek or Assigns (hereafter the "Buyer") concerning

6 the property described as: Great Falls, MT 59405

7 BEEBE TRACTS, S10, T20 N, R04 E, Lot 047

8

9

10 All the terms and conditions of the Agreement, except the Buyer's Commitment provision, are hereby incorporated by

11 reference except as modified by the following terms and conditions: Delete line 26 replace to read \$374,000.00 (Three

12 hundred seventy four thousand dollars).

13

14 Delete line 28 replace to read \$373,000.00 (Three hundred seventy three thousand dollars).

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16 Buyers agent to provide proof of funds from financial institution within 48 hours of going under contract.

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18 End.

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
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Buyer's Initials


Seller's Initials

46 The performance dates contained in the Agreement:

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48 ☒ Shall remain the same, except as otherwise stated herein; OR

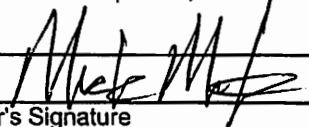
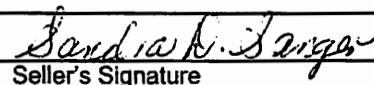
49

50 ☐ Shall be extended the same number of days that have elapsed between the date of the Agreement and the date
51 of final acceptance of this Counter Offer except for the closing date which shall remain as set forth in the
52 Agreement.
53

54 Acceptance of this Counter Offer may be made by providing a signed copy to the offering party or their
55 Broker/Salesperson not later than 03/12/2025 5:00 (Date/Time) at ☐ am ☒ pm (Mountain Time), whether or not
56 that deadline falls on a Saturday, Sunday or holiday. Offering party may withdraw this Counter Offer any time prior to
57 receiving written acceptance. If acceptance is not given to the offering party or their Broker/Salesperson by expiration of
58 the time for acceptance, this offer is then null and void.



59

60

61  3/11/25  3/10/25
62 Buyer's Signature Date Seller's Signature Date

63

64

65  
66 Buyer's Signature Date Seller's Signature Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

BUY - SELL AGREEMENT (Residential)
(Including Earnest Money Receipt)



This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.

1 Date: March 6, 2025
 2 Mark Macek or Assigns
 3 as ☐ joint tenants with rights of a survivorship, ☐ tenants in common, ☒ individually, ☐ other
 4 _____ (hereafter the "Buyer") agrees to purchase, and the Seller agrees to
 5 sell the following described real property (hereafter the "Property") commonly known as
 6 5200 2nd Avenue North
 7 _____
 8 in the City of Great Falls, County of Cascade, Montana,
 9 legally described as: Lot 047 BEEBE Tracts - Section 10 Township 20 North, Range 04 East PMM (to be verified)
 10 _____
 11 _____

12 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other
 13 appurtenances thereto, and all improvements thereon. All existing permanently installed fixtures and fittings that are
 14 attached to the Property are included in the purchase price and transfer to the Buyer, free of liens and without warranty
 15 of condition. Certain fixtures and fittings are included in the purchase price and transfer to the Buyer regardless of whether
 16 they are in fact permanently installed and attached to the Property. These fixtures and fittings are electrical, plumbing and
 17 heating fixtures, solar panels and related components, Seller owned water softeners/conditioners and propane tanks,
 18 wood, pellet, or gas stoves, built-in appliances, screens, storm doors, storm windows, curtain rods and hardware, window
 19 treatments, attached floor coverings, television wall mounts, satellite dish, hot tub, air cooler or conditioner, garage door
 20 openers and controls, fireplace inserts, mailbox, storage sheds, trees and shrubs and perennials attached to the Property,
 21 attached buildings or structures, unless otherwise excluded below:
 22 no exceptions.
 23 _____
 24 _____

25 **PURCHASE PRICE AND TERMS:**
 26 \$ 350,000.00 Purchase Price: Three Hundred Fifty Thousand (U.S. Dollars)
 27 \$ 1,000.00 Earnest Money (credited to Buyer at closing)
 28 \$ 349,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows
 29 (check one):
 30 ☒ All cash at closing (no financing contingency);
 31 Certification of cash funds provided ☐ with offer OR ☐ delivered by Buyer within
 32 _____ days of the date all parties have signed this Agreement.
 33 ☐ Additional cash down payment at closing in the minimum amount of:
 34 ☐ \$ _____ OR ☐ _____ % of the Purchase Price
 35 Balance to be financed as indicated below:
 36 ☐ Conventional ☐ FHA ☐ VA ☐ MBOH ☐ USDA-RD ☐ Seller Financing ☐ Assumption
 37 ☐ Other: _____
 38 _____
 39 Pre-approval letter from financial institution provided ☐ with offer OR ☐ delivered by Buyer
 40 within _____ days of the date all parties have signed this Agreement.
 41 _____

42 **CLOSING DATE:** The date of closing shall be (date) May 1, 2025 (the "Closing Date").
 43 The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date
 44 specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the
 45 purchase in accordance with this Agreement. If third party financing is required by the terms of this Agreement (including
 46 assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not
 47 more than N/A days to accommodate delays attributable solely to such third party financing including, but not limited
 48 to, delays attributable to governmental regulations. If the Closing Date, or any extension of the Closing Date, falls on a
 49 Saturday, Sunday or Montana or federal holiday, it shall automatically be extended to the first day immediately following
 50 that is not a Saturday, Sunday or Montana or federal holiday.

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51 **POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:
 52 ☐ when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase: OR
 53 ☒ upon recording of the deed or notice of purchaser's interest, OR
 54 ☐ _____
 55 _____

56 Property shall be vacant unless otherwise agreed in writing. Seller shall provide keys and/or means to operate locks,
 57 mailboxes, security systems, alarms, garage door opener(s), and Property Owner's Association facilities, if applicable.
 58

59 **EARNEST MONEY:** (check one)

60 ☐ Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced by
 61 check, cash or wire transfer.
 62

63 Broker/Salesperson: _____
 64 (name printed) (signature acknowledging receipt of earnest money)
 65 **OR**
 66

67 ☒ Buyer agrees to provide earnest money in the amount as set forth herein within 5 days, by 5:00 p.m. (Mountain
 68 Time), of the date all parties have signed this Agreement. If the date the earnest money is due falls on a Saturday,
 69 Sunday or Montana or federal holiday, it shall be paid on the first day immediately following the due date that is not a
 70 Saturday, Sunday or Montana or federal holiday.
 71

72 Earnest money may be made by check, cash or wire transfer and shall be held in trust by Title & Escrow Company
 73 TBD. If Buyer fails to provide earnest money as set forth herein,
 74 Buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.
 75 The parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are
 76 consideration for services rendered.
 77

78 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition, are
 79 included and shall transfer to the Buyer at Closing: Range, Refrigerator
 80 _____
 81 _____
 82

83 Buyer acknowledges that only the personal property set forth above is to transfer to the Buyer at Closing regardless of
 84 any other advertisements or information to the contrary.
 85

86 **LEASED/RENTED PERSONAL PROPERTY:** The following personal property is leased/rented: ☐ water softener
 87 ☐ water conditioner ☐ propane tank ☐ satellite dish, ☐ satellite control ☐ alarm system ☒ other None.
 88 _____

89 Buyer is responsible for making arrangements concerning Buyer's right to lease/rent said items and Seller makes no
 90 representations or warranties concerning the transferability of said items or the assignment of any agreements relating to
 91 the lease/rental of said items.
 92

93 **FINANCING CONDITIONS AND OBLIGATIONS:**
 94

95 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down payment
 96 and closing costs to close this sale in accordance with this Agreement and are not relying upon any contingent source
 97 of such funds unless otherwise expressly set forth herein.
 98

99 **LOAN APPLICATION:** If Buyer fails to (i) make written application for financing with a lender which shall include
 100 providing a full executed copy of this Agreement to the lender, provide notice of their intent to a lender and pay to the
 101 lender any required fees, (ii) apply for assumption of an existing loan or contract, or (iii) initiate any action required
 102 for completion of seller financing by 5:00 P.M. (Mountain Time) (date) N/A Buyer will be in breach
 103 of this Agreement and Seller can exercise Seller's remedies under this Agreement. This clause shall not be construed
 104 to restrict Buyer's right to review a loan estimate granted by governmental regulations.

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V.A. BUYERS: It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property if the contract purchase price or cost exceeds the reasonable value of the Property established by the Veteran's Administration. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this Agreement without regard to the amount of the reasonable value established by the Veteran's Administration.

F.H.A. BUYERS: In the event funds for the transaction anticipated by this Agreement are to be derived from an F.H.A. insured loan, it is expressly agreed that, notwithstanding any other provisions of this Agreement, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise, unless the Buyer has received a written statement issued by the Federal Housing Commissioner, Veteran's Administration, or a Direct Endorsement lender setting forth the appraised value of the Property for mortgage insurance purposes of not less than the amount set forth in the APPRAISAL PROVISION section, which amount is incorporated herein by reference. The Buyer shall have the privilege and option of proceeding with the consummation of this Agreement without regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value nor the condition of the Property. The Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

DETECTION DEVICES: The Property is equipped with the following detection devices:

- ☐ Smoke detector(s)
- ☐ Carbon monoxide detector(s)
- ☒ Other fire detection device(s): to be verified by Buyer during property inspections.

PROPERTY INSPECTIONS: The Buyer is aware that any Brokerage Firm(s) and Brokers/Salespersons involved in the transaction anticipated by this Agreement have not conducted an expert inspection or analysis of the Property or its condition and make no representations to the Buyer as to its condition, do not assure that the house and/or buildings will be satisfactory to the Buyer in all respects, that all equipment will operate properly or that the Property and/or improvements comply with current building and zoning codes and ARE NOT building inspectors, building contractors, structural engineers, electricians, plumbers, sanitarians, septic or cesspool experts, well drillers or well experts, land surveyors, civil engineers, flood plain or water drainage experts, roofing contractors or roofing experts, accountants, attorneys, or title examiners, or experts in identifying hazardous waste and/or toxic materials.

CONTINGENCIES: The contingencies set forth in this Agreement or on attached addenda shall be deemed to have been released, waived, or satisfied, and the Agreement shall continue to closing, unless, by 5:00 p.m. (Mountain Time) on the date specified for each contingency, the party requesting that contingency has notified the other party or the other party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the other party on or before the release date that a contingency is not released, waived, or satisfied, this Agreement is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

INSPECTION CONTINGENCY:

☒ This Agreement is contingent upon Buyer's acceptance of any Property conditions that Buyer deems appropriate, including but not limited to any inspections or advice listed below. Buyer agrees to acquire, at Buyer's own expense, independent inspections or advice from qualified inspectors and advisors of the Buyer's choice. Buyer agrees that any investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the Property, without the prior written consent of Seller. Seller agrees to provide Buyer and Buyer's agents, inspectors and advisors reasonable access to the Property to conduct any inspections desired by Buyer. Buyer agrees to indemnify, defend and hold harmless Seller from any and all claims or damage, including attorney's fees, caused by or incurred during any inspections of the Property by or on behalf of the Buyer and that arise out of or are related to (i) any loss or damage to the Property or the contents of the Property caused by any inspection or (ii) any injury to Buyer or Buyer's inspectors or advisors.

Home/Property Inspection
Owner's Property Disclosure Statement
Roof Inspection
Structural/Foundation Inspection
Electrical Inspection

Review and Approval of Protective Covenants
Easements
Flood Plain Determination
Water Sample Test
Septic or Cesspool Inspection

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Mineral Rights Search
Radon
Asbestos
Wildfire Risk
Legal Advice
Toxic Waste/Hazardous Material
Underground Storage Tanks
Sanitary Approval/Septic permit
Mold
Verification of lot size
Airport Affected Area
Road Maintenance
Internet Availability/Speed

Unless Buyer delivers written notice(s) of Buyer's disapproval of the Property conditions on or before (Notice Date) April 18, 2025 at 5:00 p.m. (Mountain Time), this inspection contingency shall be of no further force or effect. If Buyer disapproves of the Property condition, Buyer shall deliver written notice to the Seller or the Seller's Broker/Salesperson on or before the date specified above, together with a copy of ONLY that portion of the inspection or report upon which the disapproval is based. Buyer shall also state whether Buyer elects to immediately terminate the Agreement or negotiate a resolution of the conditions noted. If Buyer elects to negotiate a resolution of the conditions noted, the notice must contain all of Buyer's objections and requested remedies.

On or before the Notice Date set forth above, Buyer may deliver a written notice to the Seller or the Seller's Broker/Salesperson electing to terminate the Agreement and withdrawing any prior notice or notices requesting a resolution of the condition(s) noted, notwithstanding that Buyer may have previously delivered a notice or notices electing to negotiate a resolution of the condition(s) noted, unless said prior notice(s) have been approved and agreed to in writing by the Seller.

If Buyer has provided and not withdrawn a notice electing to negotiate and the parties enter into a written agreement in satisfaction of the condition(s) noted, this contingency shall be of no further force or effect. If the parties cannot come to written agreement in satisfaction of the condition(s) noted or if the Buyer does not withdraw, in writing, his/her disapproval of the condition(s) noted and elect to continue to closing without regard to any and all previously provided inspection notices, on or before (Resolution Date) April 25, 2025 at 5:00 p.m. (Mountain Time), the earnest money shall be returned to the Buyer, and the Agreement then terminated.

FINANCING CONTINGENCY:

☐ This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled "PURCHASE PRICE AND TERMS." If financing cannot be obtained by the Closing Date this Agreement is terminated and the earnest money will be refunded to the Buyer.

APPRAISAL CONTINGENCY:

☒ Property must appraise for at least ☒ the Purchase Price OR at least ☐ \$ _____. If the Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within _____ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; OR
☐ This Agreement is contingent upon the Property appraising for at least ☐ the Purchase Price OR at least ☐ \$ _____. Release Date: _____ at 5:00 p.m. (Mountain Time).

TITLE CONTINGENCY: This Agreement is contingent upon Buyer's receipt and approval (to Buyer's satisfaction) of the preliminary title commitment (the "Commitment") issued for the Property. However, Buyer may not object to the standard pre-printed exceptions (general exceptions not unique to the Property).
Release Date: 10 days from the earlier of Buyer's or Buyer Broker's/Salesperson's receipt of the Commitment.

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Buyer may approve the Commitment subject to the removal of specified exceptions. However, Buyer may not object to the standard pre-printed exceptions (general exceptions not unique to the Property). If Buyer provides Seller written objections to the Commitment prior to the release date above, Seller shall have ten (10) days from receipt of those objections to satisfy said objections or propose to Buyer a plan by which the objections would be satisfied within a time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied Buyer's objection to the Commitment or proposed to Buyer a plan by which the objections would be satisfied, Buyer shall have three (3) days after expiration of said ten (10) day period to notify Seller whether Buyer desires to (i) terminate this Agreement in which case the earnest money shall be returned to the Buyer or (ii) waive said objections in which case this Agreement shall remain in full force and effect. The two remedies stated above shall be Buyer's sole remedies if Seller and Buyer are unable to resolve Buyer's objections to the Commitment.

Buyer shall have the right to examine any updated or revised Commitment at any time after the expiration of the Release Date set forth above and to object to any new title exceptions created or suffered since the effective date of the original Commitment. If Buyer notifies Seller of any such additional objections prior to the Closing Date, the parties shall have the same rights set forth above and the Closing Date shall be extended by the number of days equal to the number of days set forth after the Release Date, above, plus thirteen (13).

INSURANCE CONTINGENCY: This Agreement is contingent upon Buyer's ability to acquire, at a rate acceptable to the Buyer, hazard insurance on the Property. Release Date: April 18, 2025 at 5:00 p.m. (Mountain Time).

LEAD BASED PAINT CONTINGENCY: For housing built prior to 1978, if Seller is required by applicable law to provide a Lead Based Paint Disclosure and pamphlet entitled "Protect Your Family from Lead in Your Home" (the LBP Documents), and if said LBP Documents have been provided to Buyer after the full execution of this Agreement by all parties, Buyer shall have the unconditional right to cancel this Agreement (without risk of loss or other adverse effects) within three (3) days after electronic or hand delivery of the LBP Documents, or five (5) days after deposit of the LBP Documents in the mail, by giving written notice of cancellation to Seller or Seller's Broker/Salesperson.

OWNER'S PROPERTY DISCLOSURE CONTINGENCY: Pursuant to Montana law, in the transfer of residential real estate in Montana a seller is required to provide to a buyer a written disclosure statement disclosing any adverse material facts that concern the residential real property and of which the seller has actual knowledge (the "Disclosure Statement"). If said Disclosure Statement is not delivered by Seller to Buyer prior to or contemporaneously with the execution of this Agreement Buyer shall have the right to rescind this Agreement within three (3) days after delivery of the Disclosure Statement by Seller to Buyer by Buyer giving written notice of rescission to Seller or Seller's Broker/Salesperson. Buyer may waive this right to rescind as set forth in this Agreement.

This Agreement is contingent upon the Seller providing and the Buyer approving a Standard Property Disclosure Statement.

Release Date: March 21, 2025 at 5:00 p.m. (Mountain Time).

This Agreement is contingent upon _____

Release Date: _____ at 5:00 p.m. (Mountain Time).

ADDITIONAL PROVISIONS: The Seller shall pay for Standard Title Insurance and recording fees to their interest.

The Buyer shall pay for all inspection fees and recording fees to their interest.

Mark Macek is a licensed real estate broker in the state of Montana.

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DELIVERY OF OWNER'S PROPERTY DISCLOSURE: Buyer acknowledges and understands that the actions of Seller's Broker/Salesperson in including the Disclosure Statement in material available for download in the multiple listing service(s) in which the Property was advertised for sale shall constitute delivery of said Disclosure Statement to Buyer.

Concerning delivery of the Disclosure Statement to Buyer:

☐ A copy of the Disclosure Statement has been delivered to Buyer prior to or contemporaneously with providing the offer set forth in this Agreement.

☒ A copy of the Disclosure Statement has not been delivered to Buyer prior to or contemporaneously with providing the offer set forth in this Agreement.

☐ Buyer hereby waives the right to rescind this Agreement based on the fact that a copy of the Disclosure Statement was not delivered to Buyer prior to or contemporaneously with providing the offer set forth in this Agreement.

CONVEYANCE: The Seller shall convey the Property by General Warranty deed, free of all liens and encumbrances except those described in the preliminary title commitment, as approved by the Buyer.

MANUFACTURED HOME(S): If a MANUFACTURED HOME is included in the sale of this Property, title will be conveyed at time of closing. Year _____ Make/Model _____ Serial Number _____ Title Number _____

WATER: All water, including surface water or ground water, any legal entitlement to water, including statements of claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches, ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the Property, except no exceptions.

Filing or transfer fees will be paid by ☐ Seller, ☒ Buyer, ☐ split equally between Buyer and Seller.

Documents for transfer will be prepared by _____.

WATER RIGHT OWNERSHIP UPDATE DISCLOSURE: By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.

NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE: Buyers of property in the State of Montana should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and other water bodies. It is the general policy of the State of Montana, under the Montana Natural Streambed and Land Preservation Act of 1975, that natural water bodies and the lands immediately adjacent to them are to be protected and preserved to be available in their natural or existing state, and to prohibit unauthorized projects related thereto. Property owners should consult their local conservation district, a land use professional, or other qualified advisor, regarding any applicable local, state or federal regulations, including permitting or other approvals, before working in or around any streams, rivers, wetlands, floodplains or other water bodies, including vegetation removal.

FLUCTUATING WATER LEVELS: Buyers of waterfront property or property which has waterfront access should be aware that fluctuating water levels may occasionally or permanently affect the ability to recreate, irrigate, or engage in other uses of said water. Water provided to the Property by a well, spring, or other surface or subsurface water source, may also fluctuate as to the quantity or quality of the water which may occasionally or permanently affect the ability to irrigate or engage in other uses of said water.

FLOOD PLAIN DISCLOSURE: Property flooding can occur any time of year from both surface water as well as groundwater (water rising up through the ground). Buyer's hazard insurance policy usually will NOT cover property damage due to this type of flooding. If Property is determined to lie within a FEMA-designated 1% Flood Hazard Area and the Buyer is obtaining a loan, Buyer's lender will likely require the purchase of flood insurance in connection with Buyer's purchase of the Property. The Property could be impacted, learn more at FEMA.gov

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MINERAL RIGHTS: "Mineral rights" as defined in this Agreement (which may be different than the definition under Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc., lying below the surface of property. These mineral rights may be separate from the rights a property owner has for the surface of a property. In some cases, these mineral rights have been transferred to a party other than the property owner and as a result the subsurface mineral rights have been severed from the property owner's surface rights. If the mineral rights have been severed from the surface rights, the owner of the mineral rights has the right to enter the land and occupy it in order to mine the minerals even though they don't own the property. The undersigned Buyer acknowledges and agrees that neither the Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated by this Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and that neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property have conducted an inspection or analysis of the mineral rights to and for the Property.

CLOSING FEE: The fee charged by the individual or company closing the transaction will be paid by ☐ Seller ☐ Buyer ☒ Equally Shared.

TITLE INSURANCE: Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish Buyer with an ALTA Standard Coverage Owner's Title Insurance Policy (as evidenced by a standard form American Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase additional owner's title insurance coverage in the form of "Extended Coverage," "Enhanced Coverage" for an additional cost to the Buyer. It is recommended that Buyer obtain details from a title company.

CONDITION OF TITLE: All mortgages, judgments and liens shall be paid or satisfied by the Seller at or prior to closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary title commitment approved by the Buyer.

SECTION 1031 LIKE-KIND EXCHANGE: If either Buyer or Seller intends for this transaction to be part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability" section below.

SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS: All Special Improvement Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association, including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have been approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.

PRORATION OF TAXES AND ASSESSMENTS: Seller and Buyer agree to prorate taxes, Special Improvement District and association special assessments for the current tax year, as well as prepaid rents, water and sewer system charges, heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees, as of the date of closing unless otherwise agreed.

HEATING FUEL/PROPANE PRORATION: Seller and Buyer agree to prorate the heating fuel/propane at the current market price as provided by a heating fuel/propane company no more than 7 days prior to closing, OR at the price charged for the last refill per a receipt to be provided by the Seller prior to closing, whichever is LESS. If the heating fuel/propane tank is rented, proration will be based on the most current rental fee charged or owing at the time of closing.

CONDITION OF PROPERTY: Seller agrees that the Property shall be in the same condition, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller agrees to leave the Property in broom clean or better condition, free and clear of Seller's personal property and possessions, tenants, and occupants, except as otherwise agreed to in the Agreement. Seller also agrees to allow Buyer a walk-through inspection of said Property prior to closing to confirm that all appurtenances and appliances included in the sale remain on the Property and that there has been no significant change in the condition of the Property, except for normal wear and tear and changes agreed upon by the parties.

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387 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the State of Montana should be aware that some properties
388 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to
389 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an
390 owner of property, contact either your local county extension agent or Weed Control Board.

391
392 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated,
393 certain individuals are required to register their address with the local law enforcement agencies as part of Montana's
394 Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information
395 concerning registered offenders available to the public. If you desire further information please contact the local County
396 Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or the probation officers assigned to the
397 area.

398
399 **RADON DISCLOSURE STATEMENT:** The following disclosure is given pursuant to the Montana Radon Control Act,
400 Montana Code Annotated Section 75-3-606. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE
401 GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH
402 RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL
403 GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON
404 AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the Property
405 has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this
406 Agreement. If the Property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation
407 treatment concurrent with an executed copy of this Agreement.

408
409 **NEWLY CONSTRUCTED RESIDENCE:** See "Newly Constructed Residence Addendum and Disclosure."

410
411 **BUYER'S REMEDIES:**

412 (A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in the
413 BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.
414 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction
415 anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:
416 (1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such
417 money, the rights and duties of Buyer and Seller under this Agreement shall be terminated;
418 OR (2) Demand that Seller specifically perform Seller's obligation under this Agreement;
419 OR (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

420
421 **SELLER'S REMEDIES:**

422 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction
423 anticipated by this Agreement within the time period provided in this Agreement, the Seller may:
424 (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller
425 under this Agreement shall be terminated;
426 OR (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement;
427 OR (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

428
429 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this
430 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally
431 competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership,
432 or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.

433
434 **FOREIGN PERSON OR ENTITY:** The Foreign Investor Real Property Tax Act of 1980 ("FIRPTA") provides for the
435 withholding of tax upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount
436 realized (usually the sales price) does not exceed \$300,000 and the Buyer intends to use the Property as a residence. If
437 the Seller is a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required
438 to deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal Revenue
439 Service unless the transfer of the Property satisfies an exception provided for in FIRPTA. At or prior to Closing, Seller
440 agrees to perform any act and sign any document that is reasonably necessary to comply with FIRPTA including a
441 Statement of Non-Foreign Status. Seller acknowledges and agrees that in the event Seller does not do so, Buyer or the
442 closing agent may be required to withhold the applicable tax from the proceeds of sale at Closing and submit this amount
443 to the Internal Revenue Service, pursuant to FIRPTA.

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SS

Seller's Initials

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444 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by
445 Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this
446 Agreement, of any and all information reasonably necessary to consummate the transaction anticipated by this
447 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents
448 concerning this Property or underlying obligations pertaining thereto.

449
450 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement attorneys
451 and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails
452 may look legitimate, but they are not. Buyer and Seller are advised NOT to wire any funds without personally speaking
453 with the intended recipient of the wire to confirm the routing number and the account number. Buyer and Seller should
454 NOT send personal information such as social security numbers, bank account numbers and credit card numbers through
455 email.

456
457 **ACCURACY OF THIRD-PARTY INFORMATION:** Buyer is encouraged to do Buyer's own research and due diligence
458 concerning the Property and to not rely solely on information contained in any advertisements, descriptions, photos, or
459 information provided by a Multiple Listing Service. Buyer acknowledges and agrees that any information prepared by
460 third parties with respect to the Property and provided to the Buyers was obtained from a variety of sources and that
461 neither Seller nor any Brokers/Salesperson representing Seller or Buyer have made any independent investigation or
462 verification of such information. Buyer further acknowledges that while such information provided to Buyer is believed to
463 be from sources deemed reliable, some sources may have conflicting or incorrect information.

464
465 **RISK OF LOSS:** All loss or damage to any of the above-described Property or personal property from any cause is
466 assumed by Seller through the time of closing unless otherwise specified.

467
468 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.

469
470 **BINDING EFFECT AND NON-ASSIGNABILITY:** The Agreement is binding upon the heirs, successors and assigns of
471 each of the parties hereto; ~~however, Buyer's rights under this Agreement are not assignable without the Seller's express~~
472 ~~written consent.~~

473
474 **ATTORNEY FEE:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the
475 prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine
476 just.

477
478 **COMPENSATION:** The Seller's and/or Buyer's commitment to pay compensation in connection with the transaction
479 anticipated by this Agreement is an integral part of this Agreement. Seller and Buyer acknowledge that the agent(s)
480 representing the Seller and/or Buyer are entitled to the compensation as previously agreed to in any written agreement(s)
481 with the Seller and/or Buyer, and any addendums or amendments to this Agreement, and that the agent(s) representing
482 the Seller and/or Buyer shall be entitled to deliver a copy of said agreement(s) to the individual or company closing the
483 transaction for payment at closing. If Seller is obligated to pay the agent(s) representing the Seller and/or Buyer, this
484 Agreement shall constitute an irrevocable assignment of the proceeds payable to Seller at closing. If Buyer is obligated
485 to pay the agent(s) representing the Seller and/or Buyer, payment of said compensation shall be collected from Buyer as
486 a condition of closing. Buyer and Seller acknowledge and agree that any compensation payable is fully negotiable and
487 not set by Montana law, any board or association of REALTORS®, or any multiple listing service.

488
489 **FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when all
490 counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a signature
491 transmitted by fax or other electronic means will be enforceable against any party, who executes the Agreement and
492 transmits the signature by fax or other electronic means. The parties hereto, all agree that the transaction contemplated
493 by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction
494 Act.

495
496 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments signed
497 by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral
498 agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the Seller and Buyer.

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EARNEST MONEY DISPUTES: Buyer and Seller agree that, in the event of any controversy regarding the earnest money and things of value held by the Broker, closing agent, or any person or entity holding such money or property, unless mutual written instructions are received by the holder of the earnest money and things of value, Broker or closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or closing agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a Court of competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to advance the cost and fees required for filing such action.

ADDENDA AND/OR DISCLOSURES ATTACHED: (check all that apply):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Lead Based Paint Disclosure | <input type="checkbox"/> Contingency for Sale of Buyer's Property |
| <input type="checkbox"/> Addendum for Additional Provisions | <input type="checkbox"/> Back-up Offer |
| <input type="checkbox"/> Multi-Family Disclosure | <input type="checkbox"/> Water Rights Acknowledgement |
| <input checked="" type="checkbox"/> Mold Disclosure | <input type="checkbox"/> Condominium Disclosure/Addendum |
| <input type="checkbox"/> Newly Constructed Residence Addendum and Disclosure | <input type="checkbox"/> Seller Compensation Addendum |
| <input type="checkbox"/> Rent-Back Agreement (Post-Closing Seller Occupancy) | <input type="checkbox"/> Solar Panel Addendum |
| <input type="checkbox"/> _____ | |

RELATIONSHIP CONFIRMATION: The parties to this Agreement confirm that the real estate licensees identified hereafter have been involved in the capacities indicated below and the parties have previously received the required statutory disclosures setting forth the licensees' duties and the limits of their obligations to each party:

Melissa Dascoulias of Dascoulias Realty Group
(name of licensee) (name of brokerage company)

RRE-BRO-LIC-63492 of 117 2nd Avenue North, Great Falls, MT 59401
(licensee's Montana license number) (brokerage company address)

(406)315-8300
(licensee phone number) (brokerage company phone number)

m_dascoulias@yahoo.com
(licensee email address)

is acting as ☒ Seller's Agent ☐ Dual Agent ☐ Statutory Broker

Mark Macek of Macek Companies, Inc.
(name of licensee) (name of brokerage company)

RRE-BRO-LIC-6296 of 104 2nd St S Ste 100, Great Falls, MT 59401
(licensee's Montana license number) (brokerage company address)

(406)282-0240 (406)282-0240
(licensee phone number) (brokerage company phone number)

mark@macekco.com
(licensee email address)

is acting as ☒ Buyer's Agent ☐ Dual Agent ☐ Statutory Broker
☐ Seller's Agent (includes Seller's Sub-Agent).

☐ Buyer is not represented by a real estate agent and acknowledges and agrees that Buyer is NOT represented by the licensee(s) identified above.

☐ Seller is not represented by a real estate agent and acknowledges and agrees that Seller is NOT represented by the licensee(s) identified above.

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Buyer's Initials

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Seller's Initials

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BUYER'S ACKNOWLEDGMENT: Buyer acknowledges that prior verbal representations by the Seller or Seller's representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she has examined the subject real and personal property and represents that Buyer ☐ has **OR** ☒ has not physically visited the Property in person prior to the execution of this Agreement; has entered into this Agreement in full reliance upon his/her independent investigation and judgments and has read and understood this entire Agreement.

BUYER'S COMMITMENT: I/We agree to purchase the above-described Property on the terms and conditions set forth in the above offer and grant to said Broker/Salesperson until (date) March 10, 2025, at 5:00 ☐ am ☒ pm (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. I/we hereby acknowledge receipt of a copy of this Agreement bearing my/our signature(s).

DocuSigned by:
Mark Macek Date: 3/6/2025, at 10:00 ☒ am ☐ pm (Mountain Time)
 Buyer's Signature

Name Printed: Mark Macek or Assigns

Address: 801 Fox Drive Great Falls State MT Zip Code 59404

Date: _____, at _____ ☐ am ☐ pm (Mountain Time)
 Buyer's Signature

Name Printed: _____

Address (if different): _____ State _____ Zip Code _____

SELLER'S COMMITMENT:

I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.

Date: _____, at _____ ☐ am ☐ pm (Mountain Time)
 Seller's Signature

Name Printed: _____

Address: _____ State _____ Zip Code _____

Date: _____, at _____ ☐ am ☐ pm (Mountain Time)
 Seller's Signature

Name Printed: _____

Address (if different): _____ State _____ Zip Code _____

☒ Modified per the attached Counter Offer:

SS / [Redacted] / _____ / _____
 Seller's Initials Date Seller's Initials Date

☐ Rejection of this offer by Seller (No counter offer is being made):

_____/_____/_____/_____
 Seller's Initials Date Seller's Initials Date

NOTE: Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.



Commission Meeting Date: April 15, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract Award: 4th Ave North Street Reconstruction,
O. F. 1826.0

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider Bids and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (award/not award) a contract in the amount of \$2,063,650.00 to United Materials of Great Falls, Inc. for the 4th Ave North Street Reconstruction project, and authorize the City Manager to execute the contract documents."

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

Staff Recommendation: Award contract to United Materials of Great Falls, Inc. in the amount of \$2,063,650.00.

Summary: This project consists of reconstructing five blocks of roadway. Work includes installing base course, asphalt pavement, curb and gutter, storm drain inlets, and American with Disabilities Act (ADA) compliant curb ramps. The project extends along 4th Ave N from 9th St. N to 14th St. N.

Background: This project is necessary to replace aging infrastructure. The curb and gutter is exhibiting signs of serious deterioration and is nonexistent along some stretches. The asphalt cracking is widespread causing poor drivability and causing the road to deteriorate faster with the infiltration of water and subsequent freeze/thaw cycles. Many of the storm drain inlets are made out of bricks with many of the bricks deteriorated or missing. The existing handicap ramps don't meet ADA compliance and furthermore are creating hazards and barriers to disabled persons requiring assistance with walking.

Significant Impacts: The project's tentative start date is August 1, 2025, depending on weather conditions, material availability, and Contractor's scheduling. The project is expected to take approximately four months to complete.

The project will require closing portions of 4th Ave N while the roadway is being reconstructed. The

contractor will be responsible for traffic control, road closures, and access to the project area.

It is anticipated that one tree will be removed at the Southeast corner of 4th Ave N and 10th St. N. The tree must be removed in order to accommodate the installation of handicap ramps that meet City and ADA standards. Two trees will be planted in a nearby location to replace the tree being removed.

Workload Impacts: Woith Engineering designed the project. City staff will perform construction inspection and contract administration duties.

Project Work Scope: The project consists of a full street reconstruction for five city blocks. The project includes the removal of existing asphalt, road base, storm drain inlets, handicap ramps, and driveways; sub-grade excavation and compaction; placement of geotextile fabric; placement and compaction of sub-base material, base course material, and asphalt pavement; installation of curb and gutter, storm drain inlets, ADA compliant handicap ramps, and driveway construction; and sodding of disturbed areas.

Project location:

- 4th Ave N. from 9th St. N to 14th St. N

Evaluation and Selection Process: This project was advertised on March 16, 2025 and March 23, 2025. There was one plan holder for this project and one bid was received and opened on April 2, 2025. The lowest responsive bid for this project was \$2,063,650.00, submitted by United Materials of Great Falls, Inc. They have executed all necessary bid documents. United Materials of Great Falls, Inc. is an established responsible local contractor and has previously completed projects within the City.

Conclusion: The project will replace deteriorating asphalt, curb and gutter, storm inlets, handicap ramps, and will improve the ease of transportation for pedestrians and drivers. City staff recommends awarding the contract to United Materials of Great Falls, Inc. in the amount of \$2,063,650.00.

Fiscal Impact: The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvement Plan. This project is in the current budget with the street portion being funded by the Street Assessment Fund and the storm drain portion being funded by the Storm Drain Enterprise Fund. It is estimated that the Street Assessment Fund will fund 85 percent of the project while the Storm Drain Enterprise Fund will fund the remaining 15 percent.

Alternatives: The City Commission could vote to deny award of the construction contract and re-bid the project at a later date or cancel the project. This action would result in the delay of needed street improvements.

Attachments/Exhibits:

Bid Tabulation

Project Summary Sheet

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

BID TABULATION SUMMARY

OF 1826.0 4TH AVE N STREET RECONSTRUCTION

BIDS TAKEN AT CIVIC CENTER

DATE: 2-APR-25

TABULATED BY: ROSA HUGG

	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	UNITED MATERIALS, INC. P.O. BOX 1690 GREAT FALLS, MT 59403	-	-	Y	Y	Y	\$2,063,650.00
2							
3							
4							
5							
6							
7							
8							
9							
10							

PROJECT SUMMARY SHEET:
4th Ave North Street Reconstruction, O.F. 1826.0
FY 2025 Capital Improvement Plan
Current as of: April 3, 2025

Description: 4th Ave N from 9th St N and 14th St N. Full street reconstruction including asphalt, curbs, and handicap ramps. Also, storm drain inlets and storm laterals to be replaced.

Justification: Project to provide a more durable surface for traffic; improve safety for pedestrians and bicyclists; and update storm drainage infrastructure. OCI score of 8.8 out of 100.

Scope: Project includes replacement of the existing road section including asphalt pavement; installation of new curb and gutter for the entire length of the project; replacement of all handicap ramps at 10th St., 11th St., and 12th St.; and replacement of all storm drain inlets within the project limits.

Project locations include: 4th Avenue North from 9th Street to 14th Street (5 blocks)

Added to CIP: FY2023

CIP Timeline: Construction scheduled for summer 2025.

Cost:

- Design Costs: \$176,870 (Woith Engineering)
- Construction: Low Bidder - \$2,063,650.00
- Awarded Construction Cost: TBD
- Final Construction Cost: TBD

Funding Source(s): Street Fund (\$1.95 million), Storm Enterprise Fund (\$300,000)

Planned Execution Method: Design-Bid-Build

Planned Construction CY: 2025

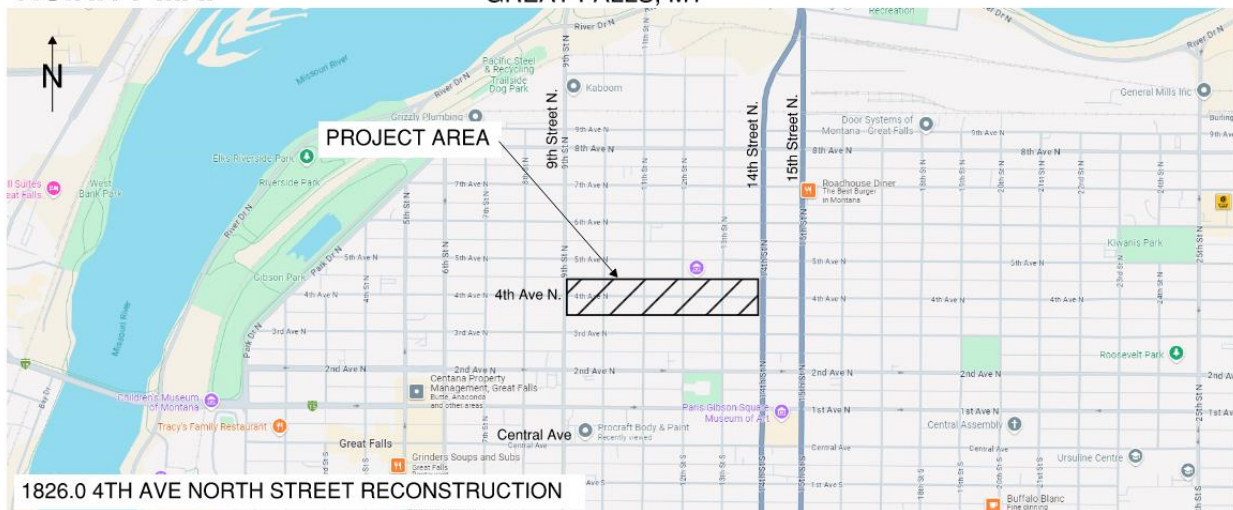
Current Project Stage (Estimated Completion Date): Planning (Summer 2024), Design (Fall 2024), Bid (March 2025), Commission Decision (April 15, 2025), Construction (To be Completed November 2025), Punch List Completed (TBD), Warranty (TBD)

- Consultant: Woith Engineering
- Contractor: United Materials

Map & Site Pictures:

VICINITY MAP

GREAT FALLS, MT



PROJECT SUMMARY SHEET:
4th Ave North Street Reconstruction, O.F. 1826.0
FY 2025 Capital Improvement Plan
Current as of: April 3, 2025



Existing damage to asphalt and curb along 4th Ave North including non-standard storm inlet. (Photos 10222024)



Existing damage to asphalt, curb, and handicap ramps along 4th Ave North. (Photos 10222024)



Commission Meeting Date: April 15, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Financing for the Fire Training Center Renovations

From: Jeremy Jones, Fire Chief, and Melissa Kinzler, Finance Director

Initiated By: City Commission Initiatives

Presented By: Jeremy Jones, Fire Chief and Melissa Kinzler, Finance Director

Action Requested: Authority to pursue financing for the Fire Training Center Renovations

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) staff to secure financing for the Fire Training Center Renovations for up to \$2,500,000 through a loan application with the Montana Board of Investments INTERCAP loan program and (authorize/not authorize) the City Manager/Finance Director to execute the required documents.”

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

Summary: Staff is requesting approval for the authority to pursue financing for the Fire Training Center Renovations for up to \$2,500,000 and to utilizing the 3.5 mills released from the former City/GFPL Management agreement for the financing.

Background: At the January 21, 2025 City Commission Work Session, Fire Chief Jeremy Jones, 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 GFFR’s 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 a request for official action forward to pursue financing for the Fire Training Center Renovations.

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 Great Falls Fire Rescue (GFFR) Training tower requires reconstruction to provide firefighters with a modern training facility that meets operational and safety requirements. The existing five-story training tower does not comply with OSHA standards, and the cost of repairs exceeds the building’s value.

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

The new training tower/prop will allow GFFR to meet multiple training objectives including live fire exercises, high-angle technical rescue, practicing forced entry and general fire operations.

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 State 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) \$471,413. Additional City Commission action will be required during the process of issuing the debt and completion of the project.

Alternatives: The Commission could reject financing for the Fire Training Center Renovations which impacts required training for GFFR firefighters. The Commission could present the request to voters in a voter approved bond or incorporate the facility into a future Public Safety Levy.

Concurrences: The Fire Department has worked closely with the Finance Department and City Manager's Office at ways to financing essential capital improvements and training equipment needed at the Fire Training Center.

Attachments/Exhibits:

Montana Board of Investments Loan Application

[Log in](#) to store your form.



INTERCAP APPLICATION

INTERCAP Application - Borrower
INTERCAP Application - Project
INTERCAP Application - Additional Information
INTERCAP Application - Certification
Review

INTERCAP APPLICATION - BORROWER



Application must be submitted by an authorized local government representative. Please submit a separate application for each portion of the project having a different term and/or repayment source. After completing the application you will be contacted for any additional information needed to complete the loan review.

Borrower Name: ⓘ *Borrower Name is required.*

Mailing Address: ⓘ *Mailing Address is required.*

Mailing City: ⓘ *Mailing City is required.*

Mailing Zip: ⓘ *Mailing Zip is required.*

Physical Address: ⓘ *Physical Address is required.*

Physical City: ⓘ *Physical City is required.*

Physical Zip: ⓘ *Physical Zip is required.*

Contact Name: ⓘ *Contact Name is required.*

Contact Title: ⓘ *Contact Title is required.*

Contact Phone: ⓘ *Contact Phone is required.*

Contact Email: ⓘ *Contact Email is required.*

Finance Officer/Treasurer Name: ⓘ *Treasurer Name is required.*

Finance Officer/Treasurer Title: ⓘ *Treasurer Title is required.*

Finance Officer/Treasurer Phone: ⓘ *Treasurer Phone is required.*

Finance Officer/Treasurer Email: ⓘ *Treasurer Email is required.*

Federal Employer Identification Number (EIN): ⓘ *Enter a valid EIN number*

INTERCAP APPLICATION - PROJECT

Project Description:

BORROWER'S PORTION

[Log in](#) to store your form.

Borrower Amount: \$

OTHER FUNDING SOURCES

Agency Name:

Specific Loan or Grant :

Other Amount : \$

Borrower Subtotal

\$0.00

Other Subtotal

\$0.00

INTERCAP Loan Amount: \$

Requested Term (Years):

Note: Term is limited to a maximum of 15 years or less, see [policy](#) for details.

Total Project Cost

\$0.00

INTERCAP APPLICATION - ADDITIONAL INFORMATION

Source of Loan Repayment

Repayment Fund Name(s):

Will the repayment be from any of the following?

- ☐ New/Increased Levy
- ☐ New/Increased Assessment
- ☐ New/Increased Rates and Charges

Please check if applicable.

Property Tax Limitations

Maximum permitted mill levy authorized by [Title 15, Chapter 10, Part 4, MCA](#), as amended (“the Property Tax Limitation Act”).

Current mills::

Max mills::

Mill value:: \$

DEBT

Outstanding Debt

Current debt outstanding other than INTERCAP loans (including bonds, notes, lease purchase agreements or installment purchase contracts):

Purpose of Debt:

Date Issued:

Maturity:

Outstanding: \$

Annual Debt Service: \$

Payment Cycle

[Log in](#) to store your form.

- ☒ Semi-Annual
- ☐ Monthly

If any of the above debt is past due or out of compliance please explain.:

INTERCAP APPLICATION - CERTIFICATION

Certification Statement

On behalf of the organization identified in this application, I certify the following:

1. To the best of my knowledge and belief, the data in this application is true and correct.
2. I understand that submitting false or misleading information in connection with this application will result in the borrower being found ineligible for financial assistance from the Montana Board of Investments.
3. The borrower will comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age, or handicap.
4. I am aware the Montana Board of Investments must comply with certain state requirements, which may impact proposed projects. Board funded projects must comply with all federal, state and community licenses, permits, laws and regulations.
5. The borrower agrees to respond to requests for information on the results of the loan for up to three years after maturity.

The Montana Board of Investments agrees to conduct this transaction by electronic means. By checking the box below you agree to conduct this transaction by electronic means and understand an electronic signature is the legal equivalent of a handwritten signature.

Electronic Signature★

☐ By checking this box you agree to conduct this transaction by electronic means.

Name of Authorized Business Representative:

Authorized Representative Title:

Date Application Signed:



Commission Meeting Date: April 15, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

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

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

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

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

Action Requested: Adopt Ordinance 3272.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3272.”

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

Staff Recommendation: Staff recommends that the City Commission adopt Ordinance 3272.

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

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

Changes to Title 5 include the following:

1. **Safety Inspection Certificates will hereafter be referred to as a “Business License”:**
Annual inspections play a crucial role beyond just life safety compliance. Many businesses and commercial entities do not fully grasp the importance or urgency of obtaining a "Safety Inspection

Certificate." As a result, a "Business License" is often perceived as a more significant and essential requirement.

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

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

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

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

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

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

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

- Plumber Contractors License
- Plumber Licensing
- Electrical Contracting

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

The City no longer administers Teen Night Licenses.

Fiscal Impact: The proposed changes to Title 5 are an important step in updating the City's fee structure. The City Commission adopted Fee Resolution 10563 on October 15, 2024 which updated PCD fees, and is considering Resolution 10569 at tonight's meeting. Resolution 10569 would update the fee schedule for Great Falls Fire Rescue, including proposed increases and new fees aimed at recovering the cost of staff time needed to handle various inspections and permits.

Alternatives: The Commission may deny Ordinance 3272; however, it is tied to Resolution 10563 which was approved on October 15, 2024, which removed Safety Inspection fees from the Planning and Community Development Fee Schedule. These fees are being transferred to the Fire Department's Fee Schedule and reclassified as Business Licenses under Resolution 10569, also on tonight's agenda.

Attachments/Exhibits:

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

- Ex B Title 6 ANIMALS
- Ex C Title 8 CHAPTER 14 CHILD CARE FACILITIES
- Ex D Title 17 Article 5 GENERAL STANDARDS

ORDINANCE 3272

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

* * * * *

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

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

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

- Section 1. That Title 5 of the Official Code of the City of Great Falls be amended as depicted in Exhibit “A” attached hereto, which removes language indicated by a ~~strike-out~~ and adds language which is **Bold**.
- Section 2. That Title 6 of the Official Code of the City of Great Falls be amended as depicted in Exhibit “B” attached hereto, which removes language indicated by a ~~strike-out~~ and adds language which is **Bold**.
- Section 3. That Title 8, Chapter 14 of the Official Code of the City of Great Falls be amended as depicted in Exhibit “C” attached hereto, which removes language indicated by a ~~strike-out~~ and adds language which is **Bold**.
- Section 4. That Title 17, Article 5 of the Official Code of the City of Great Falls be amended as depicted in Exhibit “D” attached hereto, which removes language indicated by a ~~strike-out~~ and adds language which is **Bold**.

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

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

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

Cory Reeves, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

David G. Dennis, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3272 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Title 5

BUSINESS LICENSES, PERMITS, AND ~~SAFETY INSPECTION~~ CERTIFICATES¹

Chapter

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

Sections:

5.1.010 Definitions.

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

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

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

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

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

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

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

5.1.020 Application of regulations.

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

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

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

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

5.1.030 Authority and Appeals – for denial of application.

- A.** Unless otherwise specified in this Title, if an application for a license, certificate, or permit is denied or revised in a way which is unacceptable to the applicant, the applicant may appeal the decision to the City Manager in writing within fifteen (15) calendar days. The City Manager or designee shall review the application and uphold, reverse, or revise the decision on the application. If applicant makes no such appeal, the initial determination shall stand.
- B.** If the City Manager upholds or revises the determination of the application for a license, certificate, or permit, the applicant may appeal the decision to the City Commission in writing within fifteen (15) calendar days. The Commission shall review the application in a public meeting and uphold, reverse or revise the decision on the application. If applicant makes no such appeal, the City Manager's determination will stand.
- C.** Unless otherwise specified in this Title, appeals to the City Commission of the denial, revocation or suspension of ~~Safety Inspection Certificates, Special Business Licenses,~~ Home Occupation Certificates, or other licenses or permits under this title shall comply with the provisions of 1.2.040.

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

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

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

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

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

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

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

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

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

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

5.1.070 Late charge.

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

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

5.1.080 Duties of license, permit or certificate holder.

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

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

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

- A. ~~The~~**An active** certificate, permit, or special license may be revoked or suspended when the license, permit or certificate holder violates this Title.
- B. The following procedure will be followed in revoking or suspending **an active** certificate or license:

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

5.1.100 Appeal – of revocation or suspension.

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

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

5.1.110 Severability.

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

(Ord. 3168, 2017).

5.1.120 Violation Penalty.

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

(Ord. 3272, 2025)

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

Sections:

5.2.010 Safety inspection certificate.

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

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

5.2.0120 Home Occupation Certificate.

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

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

5.2.0230 Issuance — revocation of certificate.

- A. Applications for Home Occupation Certificates shall include:
 - 1. A site plan indicating what portion of the dwelling will be used for the business; and
 - 2. A complete description of the type of business to be conducted.
- B. The Home Occupation Certificate holder may appeal the denial or revocation of a Home Occupation Certificate to the Great Falls Board of Adjustment pursuant to Title 17 of this Code.
- C. Review and/or revocation of the Home Occupation Certificate shall occur:

1. Upon receipt of a written request for revocation from any two (2) adjacent property owners, a hearing shall be held by the Board of Adjustment. The finding of the Board of Adjustment shall be presented to the City Commission and, unless a majority of the City Commissioners disagree, shall become binding sixty (60) days after presentation to the City Commission; or
 2. Upon verification of any violation of this chapter, the City shall review the certificate in question. Upon the finding that the Home Occupation is no longer compatible with the neighborhood, violates the terms of the Home Occupation Certificate, the said Home Occupation Certificate shall be revoked.
- D. It is unlawful for any ~~P~~erson to operate a ~~B~~usiness, in a dwelling, within the incorporated City limits of Great Falls without a valid Home Occupation Certificate. A violation of this section is punishable by a term not to exceed 6 months in jail, a fine of not more than \$500, or both.
- E. A business operating, within a dwelling, within the incorporated City limits and without a valid Home Occupation Certificate, is hereby declared a Nuisance pursuant to OCCGF Title 8, Chapter 49.
- (Ord. 3272, 2025; Ord. 3168, 2017).

5.2.0340 Home Occupation requirements.

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

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

- K. **Sign.** No exterior sign or display shall be permitted, except for one (1) non-illuminated name plate, or Home Occupation sign. Signs for Home Occupations allowed in residential homes are allowed one (1) non-illuminated sign, no larger than six (6) square feet in area per face and six (6) feet in height. Signs must be placed a minimum of twelve (12) feet from the back of the curb, and in compliance with 17.32.160.
- L. **Garage.** The Home Occupation cannot be conducted upon the area provided to fulfill the off-street parking requirements for the dwelling unit on the lot, including but not limited to garage space.

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

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

Articles:

Article 12 COMMERCIAL GARBAGE LICENSE

Sections:

5.3.12.010 Commercial Ggarbage Llicense.

- A. No ~~P~~erson, or ~~B~~usiness, shall engage in the business of collecting or removing garbage from any business or residence in the City without first obtaining a ~~C~~ommercial ~~G~~garbage ~~L~~license.
- B. All equipment used by the collector under a ~~C~~ity-~~C~~ommercial ~~G~~garbage ~~L~~license for collection and hauling of refuse, shall be constructed and maintained to prevent leakage, spillage, or overflow. All portions of the collection vehicle shall be kept clean and sanitary, and shall be clearly identified by assigned equipment number and with the firm and local telephone number affixed thereto.
- C. A commercial garbage collector shall have applied for, and received, the proper Montana Public Service Commission (PSC) permit.
- D. A current list of all services provided shall be submitted to the City Public Works Department, containing the following information:
 - 1. The names and addresses of each residence served;
 - 2. The names and addresses of each commercial establishment, including multifamily dwellings containing three (3) or more separate dwelling units;
 - 3. The number and size of the containers at each commercial site;
 - 4. The number of times each container is picked up per week; and
 - 5. An estimate of the weekly volume of refuse removed from the site which is outside of regular containers.
- E. The City of **Great Falls** reserves the right to deny, or revoke, a ~~C~~ommercial ~~G~~garbage ~~L~~license for just cause, upon written complaint, with regard to the conduct of the service provider, quality of services rendered, or business and/or marketing practices.

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

Title 5 - BUSINESS LICENSES, PERMITS, AND SAFETY INSPECTION CERTIFICATES
 Chapter 3 - SPECIAL BUSINESS AND CONSTRUCTION LICENSES, CERTIFICATES, AND PERMITS
 Article 3 PAWNSHOPS, SECONDHAND STORES AND VALUABLE ARTICLE DEALERS

Article 23 PAWNSHOPS, SECONDHAND STORES AND VALUABLE ARTICLE DEALERS

5.3.23.010 Definitions.

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

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

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

5.3.23.020 Register required.

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

- A. A description of each article, including, but not limited to, identification number, serial number, model number, brand name, or other identification marks on such article; and a description by weight and design of precious and semi-precious metals or stones;
- B. The ~~C~~eustomer's name and date of birth;
- C. The ~~C~~eustomer's current address; and
- D. The ~~C~~eustomer's identification from one of the following:
 - 1. A valid state identification card;
 - 2. A valid state driver's license;
 - 3. A military identification card;

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

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

5.3.23.030 Duration articles must be held.

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

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

5.3.23.040 Violation; penalty.

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

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

5.3.23.050 Extensions; exclusions.

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

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

Article 34 ALCOHOLIC BEVERAGES

Sections:

5.3.34.010 Definitions.

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

- A. "Alcohol" means ethyl alcohol, also called ethanol, or the hydrated oxide of ethyl.
- B. "Alcoholic Beverage" means a compound produced and sold for human consumption as a drink that contains more than one-half of one (0.5) percent of ~~A~~alcohol by volume;
- C. "Malt Beverage" means an ~~A~~alcoholic ~~B~~beverage made by the fermentation of an infusion or decoction, or a combination of both, in potable brewing water, of malted barley with or without hops or their parts or their products and with or without other malted cereals and with or without the addition of un-malted or prepared cereals, other carbohydrates, or products prepared from carbohydrates and with or without other wholesome products suitable for human food consumption.
- D. "Beer" means:
 - 1. an alcoholic ~~M~~malt ~~B~~beverage containing not more than 8.75% of ~~A~~alcohol by volume; or
 - 2. an ~~A~~alcoholic ~~B~~beverage containing not more than 14% ~~A~~alcohol by volume:
 - i. that is made by the alcoholic fermentation of an infusion or decoction, or a combination of both, in potable brewing water, of malted cereal grain; and
 - ii. in which the sugars used for fermentation of the ~~A~~alcoholic ~~B~~beverage are at least seventy-five (75) percent derived from malted cereal grain measured as a percentage of the total dry weight of the fermentable ingredients.
- E. "**Alcoholic Business** License" means a license issued by this City to a qualified ~~P~~person, under which it is lawful either for the licensee to brew, sell or dispense ~~B~~beer or to sell and dispense liquor, respectively, as provided in this chapter.
- F. "Premises" means the ~~B~~building or specific portion of any ~~B~~building in which the ~~L~~liquor and/or ~~B~~beer business is conducted and those areas in which the ~~R~~etailer operates a sidewalk café, open-air restaurant or tavern outside of and adjacent to the licensed building and to which patrons are permitted free access from said ~~B~~building. Where a ~~R~~etailer conducts as a single business enterprise two (2) or more bars located on the same premises and which have such intercommunication as will enable patrons to move freely from one (1) bar to another without leaving the premises, the various bars shall be regarded as but one (1) premises for which but one (1) license is required. In all other cases, licenses must be obtained for each bar even though operated in the same ~~B~~building with another bar.
- G. "Liquor" means an ~~A~~alcoholic ~~B~~beverage except ~~B~~beer and ~~W~~wine. The term includes a caffeinated or stimulant-enhanced ~~M~~malt ~~B~~beverage.
- H. "Retailer" means any ~~P~~person engaged in the sale and distribution of ~~B~~beer, either on draft or in bottles, to the public.
- I. "Wine" means any ~~A~~alcoholic ~~B~~beverage made from or containing the normal alcoholic fermentation of the juice of sound, ripe fruit or other agricultural products without addition or abstraction, except as may occur in the usual cellar treatment of clarifying and aging and that contains more than one-half of one (0.5) percent but not more than twenty-four (24) percent of ~~A~~alcohol by volume. Wine may be ameliorated to correct natural deficiencies, sweetened, and fortified in accordance with applicable federal regulations and the customs and practices of the industry. Other ~~A~~alcoholic ~~B~~beverage not defined in this section but made in the manner of wine and labeled and sold as wine in accordance with federal regulations are also wine.

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

5.3.34.020 Alcoholic Business beverage License required.

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

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

5.3.34.030 Special event Aalcoholic Bbeverage license required.

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

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

5.3.34.040 Catering license required.

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

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

5.3.34.050 Additional Catering endorsement required.

- ~~A. An Alcohol Beverage license, or a Special Event Alcoholic Beverage License, and a Catering License or Endorsement are required for the conduct of off-premise alcoholic beverage catering, in addition to other required permits or licenses;~~
- ~~AB.~~ Any ~~A~~alcoholic ~~B~~everages licensee may obtain A ~~s~~Special ~~e~~Event Alcoholic Beverage ~~L~~icense or ~~p~~Permit with a ~~c~~Catering ~~e~~Endorsement, as applicable, for all the catering and/or sale of ~~A~~alcoholic ~~B~~everages, to persons attending a special event, upon ~~P~~remises within the City not otherwise licensed for the sale of ~~A~~alcoholic ~~B~~everages;
- ~~BC.~~ Any Alcoholic Beverages licensee and/or ~~s~~Special ~~e~~Event Alcoholic Beverage licensee, with an ~~A~~lcoholic ~~c~~Catering ~~e~~Endorsement, shall at least seventy-two (72) hours prior to each special event, submit a license application describing the location of the event, the nature of the event, and the period during which the event is to be held; and

- CD. Special eEvent Alcoholic and/or cCatering Llicensees (**including catering endorsement**) will indemnify, defend and hold harmless the City from any and all claims, damages, losses and expenses arising from the event. The Llicensee shall be required to carry insurance for comprehensive general liability, automobile liability and designated Ppremises in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate, and list the City as an additional named insured under the policy. Documentation of such insurance must be provided to the City at least seventy-two (72) hours prior to the event.

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

5.3.4.060 Teen night license.

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

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

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

Article 45 NON-RESIDENT ~~VENDOR~~ LICENSE

Sections:

5.3.45.010 Non-resident vendor Business License required.

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

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

5.3.45.020 Non-Resident Mmerchant special Bbusiness License required.

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

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

5.3.45.030 Non-Resident Sservice Ccontractor special Bbusiness License required.

- A. Any individual or entity engaged in any business within the City that is defined or administratively determined to be classified ~~nNon-rResident s~~Service ~~c~~Contractor, must first obtain a ~~Non-Resident Service Contractor special~~ license from the City **Certificate from the City of Great Falls and must have a Business License to operate within the City.** This ~~special B~~business License must be obtained prior to soliciting any customer, offering or advertising any service, or performing any such service.
- B. A ~~nNon-rResident s~~Service ~~c~~Contractor may apply for a ~~Non-Resident Service Contractor special B~~business License from the ~~City of Great Falls Planning and Community Development Department~~ during normal business hours.

- C. This ~~nNon-rResident sService cContractorspecial B~~ **Business License** is valid from the date of issuance to December 31 and may be renewed upon its expiration.
- D. The City reserves the right to deny, or revoke, a ~~nNon-rResident sService cContractor~~ **Business License** is for just cause, upon written complaint, with regard to the conduct of the service contractor, quality of services rendered, or business and/or marketing practices.

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

Article 56 ALARMS AND ALARM SYSTEMS²

Sections:

5.3.56.010 Definitions.

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

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

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

1. alarms caused by repair of telephone or communication equipment or lines;
 2. alarms caused by earthquakes, flood, windstorm, thunder, and lightning;
 3. alarms caused by an attempted illegal entry or analogous causes of which there is visible evidence; and
 4. alarms caused by power outages.
- F. "Proprietor alarm" means an alarm which is not serviced by an ~~A~~alarm business.
- G. "Subscriber" means any ~~P~~person who purchases, leases, contracts for, or otherwise obtains an alarm system or for the servicing maintenance of an alarm system from an alarm business.

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

5.3.56.020 Audible alarm requirements.

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

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

5.3.56.030 Alarm Agent ~~B~~business License required.

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

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

5.3.56.040 Exemptions.

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

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

5.3.56.050 Penalty.

- A. Knowingly activating a ~~F~~false ~~A~~alarm when no unauthorized entry, fire or hazardous conditions exist is a violation of the provisions of Mont. Code Ann. 45-7-204, punishable by a fine not to exceed five hundred dollars (\$500.00) or imprisonment for a term not to exceed six (6) months, or both.

- B. A first or second ~~F~~alse ~~A~~alarm during any three hundred sixty-five (365) day period will result in a written notice being provided to the owner, licensee and/or other person responsible for the premises. A third or subsequent ~~F~~alse ~~A~~alarm during any three hundred sixty-five (365) day period will result in an assessed administrative fee of one hundred dollars (~~\$250.00~~~~100.00~~) being imposed on the owner, licensee, and/or other ~~P~~erson responsible for the ~~P~~remises.
- C. Any fee under this article that remains unpaid for thirty (30) days or more is deemed delinquent and may be assessed against the ~~P~~remises as a special charge for current service or, in addition to any penalties listed in this Chapter, the City may refer any outstanding fees, pursuant to this Chapter, to collections by a collection agency authorized to conduct business in Montana.
- D. This penalty section shall not be applicable to residential fire alarms in one or two-family dwellings.
- (Ord. 3272, 2025; Ord. 3233, 2021; Ord. 3168, 2017).

Article 67 EMERGENCY MEDICAL SERVICES LICENSES

Sections:

5.3.67.010 Definitions.

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

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

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

5.3.67.020 License required.

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

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

5.3.67.030 Criteria for license.

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

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

5.3.67.040 Revocation of license.

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

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

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

5.3.67.050 Notice and hearing required.

- A. The City may deny or revoke an Emergency Medical Services license subject to:
1. delivery to the applicant or licensee of a written statement of the grounds for denial or revocation of the subject license; and
 2. the opportunity for the applicant or licensee to answer at a hearing before the City Commission to show cause, if any, why the license should not be denied or revoked.
- B. Within ten (10) days of the written statement of grounds for denial or revocation, any applicant or licensee desiring a hearing before the City Commission shall make written application to the City Clerk's office requesting a stating the reasons for the applicant or licensee's request.

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

5.3.67.060 Exemptions.

The provisions and requirements of this chapter shall not apply to:

- A. The Great Falls Fire Rescue Department, except as provided in Montana state licensing requirements from the State's Board of Medical Examiners and the Department of Health and Environmental Services;
- B. Any ~~P~~erson providing ~~E~~mergency ~~M~~edical ~~S~~ervices outside the City, who in the course of providing such services, transports a patient from outside the City into, or through, the City; and
- C. Any ~~P~~erson providing ~~E~~mergency ~~M~~edical ~~S~~ervices within the City, who is providing such services at the request of the City, pursuant to a written mutual aid agreement, between the City and the ~~P~~erson.

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

Article 7 Development License Verification

Sections:

5.3.7.010 Development License Verification.

The City of Great Falls has the duty to ensure that individuals carrying out trade work within the city limits hold a valid State license or registration. The City is responsible for authorizing and overseeing work conducted within its jurisdiction, with the obligation to safeguard its residents, property, and interests.

5.3.7.020 Development License Verification application.

Persons or Businesses seeking to perform work in the City of Great Falls requiring a current plumber, electrician, or medical gas license issued by the State of Montana, shall show on an annual basis evidence that the applicant, possesses current licensure from the State of Montana.

5.3.7.030 Commercial General Liability, Automobile, Worker's Compensation, and Bond Insurance.

All applicants for Development License Verification must submit liability insurance policies to the Planning and Community Development Department. These policies shall include Commercial General Liability Insurance, Automobile Liability Insurance, Workers' Compensation, and a bond issued by an insurance carrier authorized to operate in the State. The limits for these policies will be determined by a resolution from the City Commission.

5.3.7.040 Development License Annual Term.

- A. Except as provided in subsection (B.) of this part, all completed Development License Verification completed under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31. Renewals or new applicants applying after the expiration date shall pay fees as specified for the full Year.
- B. Applications after December 1, will receive licenses valid for the remainder of the Year plus the next calendar Year.

5.3.7.050 Development License Verification fee.

The fee for completion of a Development License Verification shall be as set by City Commission resolution.

(Ord. 3272, 2025)

~~Article 8 PLUMBING CONTRACTOR'S LICENSE~~

~~Sections:~~

~~5.3.8.010 Plumbing contractor licensing.~~

~~Any person, firm, corporation, or other entity who engages in the business of installation, alteration, maintenance, or repair of plumbing and drainage systems is required to have a plumbing contractor's license.~~

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

~~5.3.8.020 Licensing application.~~

~~An applicant for a plumbing contractor's license shall show evidence that the applicant, or at least one (1) member of the firm or corporation, is the holder of a current master plumber's license issued by the State of Montana.~~

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

~~5.3.8.030 Insurance and bond.~~

~~All applicants for licensing shall file with the Planning and Community Development Department a commercial general liability insurance policy issued by an insurance carrier authorized to do business in the State, with limits~~

~~established by City Commission resolution. Additionally, a license bond in the amount established by City Commission resolution shall be supplied to guarantee compliance with all laws and regulations applicable relative to the license and permits issued.~~

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

~~5.3.8.040 License term.~~

A. ~~Except as provided in subsection (B.) of this part, all licenses issued under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31. Renewals or new applicants applying after the expiration date shall pay fees as specified for the full year.~~

B. ~~Applications after December 1, will receive licenses valid for the remainder of the year plus the next calendar year.~~

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

~~5.3.8.050 License fee.~~

~~The fee for issuance of a plumbing contractor's license shall be as set by City Commission resolution.~~

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

Article 810 MEDICAL GAS SYSTEMS

Sections:

5.3.810.010 Contractor licensing.

Any person, firm, corporation, or other entity who engages in the business of installation, alteration, maintenance or repair of medical gas systems is required to have a medical gas systems contractor's license issued by the Planning and Community Development Department. Medical gas is defined by Title 15 of this Code. Licenses issued under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31.

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

5.3.810.020 Application.

An applicant for a medical gas systems contractor's license shall show evidence that the applicant, or at least one (1) member of the firm or corporation, is the holder of a current medical gas certificate.

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

5.3.810.030 Insurance and bond.

An applicant for a medical gas systems contractor's license shall meet the requirements of 5.3.8.030.

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

5.3.810.040 Medical gas contractor license fee.

The fee for issuance of a medical gas systems contractor's license shall be as set by City Commission resolution.

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

5.3.810.050 Medical gas systems certificate required.

Any person engaged in the installation, alteration, maintenance or repair of medical gas systems in the City is required to have a medical gas certificate.

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

5.3.810.060 Medical gas contractor certificate fee.

A fee as set by City Commission resolution shall be paid for each initial certificate upon evidence of a current medical gas endorsement issued by the State. The fee for each renewal shall be as set by City Commission resolution. Certificates issued under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31.

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

Article 9 PLUMBER LICENSING**Sections:****~~5.3.9.010 Plumber certificate required.~~**

~~Any person engaged in the trade or calling of journeyman plumber in the City is required to have a plumber's certificate issued by the Planning and Community Development Department. Certificates issued under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31.~~

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

~~5.3.9.020 Certificate fee.~~

~~A fee as set by City Commission resolution shall be paid for each initial certificate upon evidence of a current journeyman plumber's license issued by the State. The fee for each renewal shall be as set by City Commission resolution.~~

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

Article 911 FUEL GAS PIPING SYSTEMS**Sections:**

5.3.911.010 Gas fitting contractor licensing.

Any person, firm, corporation, or any other entity who engages in the business of installation, alteration, maintenance, or repair of gas piping systems is required to have a gas fitting contractor's license issued by the Planning and Community Development Department. Licenses issued under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31.

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

5.3.911.020 License application.

An applicant for a gas fitting contractor's license shall show evidence that the applicant, or at least one (1) member of the firm, corporation, or entity is the holder of a current gas fitters certificate.

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

5.3.911.030 Insurance and bond.

An applicant for a gas fitting contractor's license shall meet the requirements of 5.3.8.030.

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

5.3.911.040 Gas fitting contractor's license fee.

The fee for issuance of a gas fitting contractor's license shall be as set by City Commission resolution.

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

5.3.911.050 Gas fitter's certificate.

Any person engaged in the trade or calling of gas fitter in the City is required to have a gas fitter's certificate. Certificates issued under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31.

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

5.3.911.060 Certificate application.

- A. A person or entity desiring a gas fitting license shall make application to the Building Official to schedule a time and place for an appropriate examination to determine the qualifications of the applicant.
- B. A fee of twenty dollars (\$20.00) shall be paid for each examination.
- C. The examination shall be administered by the person responsible for gas installation inspections, who will certify the results to the Building Official.
- D. Examination is required for each initial application and is not required for renewal of the license, unless the license has been expired for more than thirty (30) calendar days. Adequate proof of experience in the field of gas fitting or related trades shall be submitted prior to the date of examination.
- E. Proof of experience shall include affidavits from previous employers themselves in the business of plumbing, pipe fitting or gas fitting totaling a minimum of two (2) years.

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

5.3.911.070 Gas fitting certificate fee.

Upon successful completion of the examination, an initial certificate shall be issued. The fee shall be as set by City Commission resolution for each renewal.

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

~~Article 12 ELECTRICAL CONTRACTING~~

~~Sections:~~

~~5.3.12.010 Electrical contractor's license.~~

~~Any person, firm, corporation, or other entity engaging in the business of installation, alteration, maintenance or repair of electrical equipment in the City is required to have a City Electrical Contractor's License issued by the Planning and Community Development Department. This does not apply to the installation, alteration, or repair of electrical signal or communications equipment owned or operated by a public utility or the City. Licenses and Certificates issued under the provisions of this article shall be for the calendar year beginning January 1, and expiring on December 31.~~

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

~~5.3.12.020 Electrical contractor's license application.~~

~~A. An applicant for an electrical contractor's license shall apply to the Building Official, and shall show evidence that:~~

- ~~1. all work is under the direction, control, and supervision of a licensed master electrician; or~~
- ~~2. under the direction, control and supervision of a journeyman electrician for residential construction consisting of less than five (5) living units in a single structure. Journeyman, master, and residential electricians are as defined and licensed under authority of the Mont Code Annotated and hold a current contractor's license issued by the State.~~

~~B. The applicant shall also file an insurance policy or certificate as required by Section 5.3.12.030.~~

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

~~5.3.12.030 Insurance and bond.~~

~~A. All applicants for licensing shall file with the Planning and Community Development Department a commercial general liability insurance policy or certificate of same, issued by an insurance carrier authorized to do business in the State, with limits established by City Commission resolution. Such limits shall be minimums and shall be in force through the term of the license.~~

~~B. All new electrical contractors will be required to post a license bond in an amount established by City Commission resolution to guarantee compliance with all laws and regulations relative to the license and permits issued for the first two (2) years of business. If performance under the bond is satisfactory, the City may release the contractor from further posting of the bond.~~

~~C. — Additionally, if an electrical contractor is not performing satisfactory work and has no license bond, the Board of Adjustment shall conduct a hearing to determine if a license bond shall be required to be posted and determine the period of the posting.~~

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

~~5.3.12.040 Electrical contractor's license fee.~~

~~The fee for issuance of an electrical contractor's license shall be set by City Commission resolution.~~

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

~~5.3.12.050 Individual wiring certificate.~~

~~Any person who is, or in the future may become, engaged in the trade or calling of a journeyman or residential electrician in the City is required to have an individual wiring certificate issued by the Planning and Community Development Department.~~

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

~~5.3.12.060 Individual wiring certificate application.~~

~~An applicant for an individual wiring certificate shall submit evidence to the Building Official that such person is the holder of a current license issued by the State to engage in the trade or calling of residential electrician, journeyman electrician, or master electrician, as defined by Mont. Code Ann. Title 37.~~

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

~~5.3.12.070 Individual wiring certificate fee.~~

~~The fee shall be established by resolution of the City Commission.~~

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

Chapter 16 CATV REGULATIONS

Repealed.

(Ord. 3168, 2017).

Chapter 20 RESERVED

Editor's note(s)—Ord. No. 3115, § 2, adopted Dec. 17, 2013, repealed Tit. 5, Chapter 20, which pertained to establishing and operating an electric utility and derived from Ord. 2861, 2003; and Ord. 2925, 2005.

(Ord. 3168, 2017).

EXHIBIT "B" TO ORDINANCE 3272
Great Falls, Montana, Code of Ordinances
Title 6 ANIMALS

Title 6 ANIMALS

Chapter 1 ANIMALS

Sections:

6.1.100 Commercial kennel.

- A. A commercial kennel license shall be required for any person, persons, family, or entity who, for compensation, wishes to engage in the boarding and/or breeding of domestic dogs, cats, reptiles, or any other animal allowed within the City, shall be obtained through application from the Planning and Community Development Department and shall be subject to the following:
1. Inspection. The intended facilities must be inspected by an Animal Control Officer, such inspection to include the physical facilities as well as the effect on the neighborhood.
 2. Recommendation. Following the inspection, the Animal Control Officer will recommend to the licensing authority either approval or disapproval of the application.
 3. Fee. The annual commercial kennel fee shall be established by resolution of the City Commission.
 4. Zoning. Commercial kennels will be permitted only in areas of the City zoned for such usage as defined in Title 17 OCCGF. A zoning permit and ~~safety inspection certificate~~ **business license** must be obtained prior to applying for a commercial kennel license.
 5. Renewals. Licenses must be renewed within sixty (60) days of the expiration date or the application will be treated as a new application.
 6. License Revocation. All kennel licenses will expire one (1) year from the date of issuance unless sooner revoked. The Animal Control Officer will investigate all complaints concerning licensing or improperly operated kennels and may recommend revocation of the license if it is deemed necessary. The licensee will be given at least five (5) days' written notice of such recommendation during which time the licensee may appeal the Animal Control Officer's recommendation to the Animal Shelter. The licensing authority will then take action as required.
 7. The applicant or licensee may appeal the denial or revocation of a Commercial Kennel License to the Board of Adjustment pursuant to 17.16.34.010.
- B. Exclusions. No fee may be required of any veterinary hospital, animal shelter, or government zoological park.
1. Separate Facilities. Every facility regulated by this section shall be considered a separate enterprise and shall have an individual license.
 2. Penalty. Failure to obtain a license before opening any facility covered in this section shall result in a fine of five hundred dollars (\$500.00).

(Ord. 3272, 2025; Ord. 3160, 2017).

EXHIBIT "C" TO ORDINANCE 3272

Title 8 - HEALTH AND SAFETY
Chapter 14 CHILD CARE FACILITIES

Chapter 14 CHILD CARE FACILITIES

Sections:

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8.14.040 Licensing and certification.

- A. Drop-in childcare facilities shall satisfy the following licensing and certification criteria:
1. Obtain a license through Department of Public Health and Human Services Quality Assurance Division and operate in compliance with ARM, Title 37, Chapter 95; or
 2. Contact the Cascade City-County Health Department (Department) for a certification inspection as an unlicensed drop-in childcare facility; and
 3. Obtain and maintain a valid ~~Safety Inspection Certificate~~ **business license** pursuant to OCCGF Title 5.
- B. Drop-in childcare facilities that choose not to license must have a certification inspection annually by Cascade City-County Health Department.
- C. The drop-in childcare facility shall pay the applicable fees pursuant to Mont. Code Ann. § 52-2-735(5), as may be amended, per inspection.
- D. If the Department determines that the drop-in childcare facility meets the requirements in this Chapter, and the facility has paid all fees, a certificate shall be issued to the facility valid through the end of the following calendar year.
- E. The drop-in childcare facility shall post all certificates and licenses in a location visible to the public.

(Ord. 3272, 2025; Ord. 3181, 2018)

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8.14.110 Closure.

- A. The Department may close any childcare facility, including a drop-in facility, under any of the following conditions:
1. If a contagious disease outbreak is likely associated with the facility and the Health Officer deems that closure is necessary to protect public health and/or correct the circumstances contributing to the outbreak;
 2. If a violation which creates an imminent or present danger to public health is not corrected immediately to the satisfaction of the Department;
 3. When a follow-up inspection yields two (2) or more of the same critical violations noted on a previous inspection, and the establishment has been notified closure may be a consequence of noncompliance as described in subsection (B) of this section;

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4. When the childcare facility has not been inspected for compliance prior to operating, or denies the Department access to do so; or
 5. When the childcare facility has not obtained a state license, a valid certificate from the Department, or a Great Falls ~~Safety Inspection Certificate~~ **business license**.
- B. Prior to Department closure of a facility for repeat critical violations, the Department shall notify the owner, operator, or agent in writing that it may be closed to the public and a closure notice placed at each customer entrance if compliance is not satisfied at the follow-up inspection to be conducted within ten (10) working days.
- C. Upon Department closure of any facility for any reason, pursuant to this Chapter:
1. The Department shall serve a written explanation of the reasons for closure and a copy of any pertinent inspection forms to the facility owner, operator, or agent.
 2. The closure order is effective upon service, and no new children may be admitted to the facility;
 3. The Department may require the operator to notify parents or guardians of children currently in care to retrieve them;
 4. A conspicuous notice of closure must be posted at each customer entrance by the Department; and
 5. Notice of said closure may only be altered or removed under the direction of the Department.
- D. When a childcare facility has been closed, it may be reopened after twenty-four (24) hours if the following criteria are satisfied:
1. The operator submits a written plan of correction, specifying the corrections to be made and time parameters for completion;
 2. The Department approves the plan of correction;
 3. The Department inspects the facility and makes a determination that the approved plan of correction is being performed; and
 4. The notice of closure previously posted is removed by, or under the direction of, the Department.

(Ord. 3272, 2025; Ord. 3181, 2018)

EXHIBIT "D" TO ORDINANCE 3272
Title 17 - LAND DEVELOPMENT CODE
Chapter 20 - LAND USE
Article 5 GENERAL STANDARDS

Article 5 GENERAL STANDARDS

Sections:

17.20.5.010 Business licenses and safety inspection certificates.

In addition to meeting the requirements contained in this chapter, specified land uses and activities shall also meet the regulations for business licenses and safety inspection certificates found primarily in Title 5. Examples of such businesses and activities include, but are not limited to, the following:

1. emergency medical services
2. alarm agencies
3. commercial kennels
4. home occupations
5. sexually-oriented businesses
6. pawnshops
7. sidewalk cafes
8. second hand stores
9. mobile home parks
10. telecommunication facilities
11. bed and breakfasts

(Ord. 3272, 2025)

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Commission Meeting Date: April 15, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10577, titled “A Resolution Appointing and Establishing a Governance Structure and Fiscal Agent for Opioid Litigation Settlement Funds.”

From: David Dennis, City Attorney

Initiated By: City of Great Falls

Presented By: David Dennis, City Attorney

Action Requested: Adopt or deny Resolution 10577, Appointing and Establishing a City of Great Falls Governance Structure and Fiscal Agent for Opioid Litigation Settlement Funds.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10577, Establishing a Governance Structure and Fiscal Agent for Opioid Litigation Settlement Funds, that designates two members of the City Commission, _____ and _____, and the Finance Director as the Fiscal Agent to be the governing board, as well as the authorized official for communicating with the National Opioid Settlement Administrator.”

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

Staff Recommendation: Staff recommends the City Commission adopt Resolution 10577, Appointing and Establishing a Governance Structure and Fiscal Agent for Opioid Litigation Settlement Funds.

Summary: The City of Great Falls participates in an opioid settlement agreement with the State of Montana. The settlement agreement is memorialized in a November 26, 2021 Memorandum of Understanding with the Attorney General and other participating Montana local government entities, including the City of Great Falls, and a January 26, 2022 Amendment to the Memorandum of Understanding (Contract 22-09; R0424733) (collectively “MOUs”). The City of Great Falls is a participating local government, pursuant to the MOUs, and is entitled to receive opioid litigation settlement funds under the MOUs.

The MOUs set out the allocation, management and use of Opioid Litigation settlement funds that the State of Montana and local government entities shall follow. Pursuant to the MOUs, any participating local government shall create a governance structure for the administration, management and use of opioid litigation settlement funds. The MOUs specifically require any participating local government to designate a fiscal agent to receive the settlement funds.

As a result, the proposed resolution establishes the governing body/board for the administration, management and use of opioid litigation settlement funds that the City receives. This governing body/board shall consist of two members of the City Commission and the Fiscal Agent. In addition, the City of Great Falls Finance Director is recommended to be the required Fiscal Agent for the City of Great Falls regarding settlement funds and to be the primary point of contact/authorized official for the City for purposes of communication with the National Opioid Settlement Administrator. The Fiscal Agent is given the authority, on behalf of the governing board of the City Commission, to submit claims, requests for disbursements, accountings of spending and any other financial reports or matters as it relates to settlement funds under the terms of the MOUs.

Resolution 10577 only establishes the governing structure for funds to be received and does not allocate funding for specific programs. The decision to allocate funding for certain programs will be presented to the City Commission as separate agenda items for discussion and vote by the Commission.

Concurrences: Finance

Alternatives: The Commission could deny Resolution 10577. If the Commission denies Resolution 10577, the City will not be able to receive disbursements of or use the City's Opioid Litigation settlement funds and the Commission will have to designate another governing body and Fiscal Agent in order to do so.

Fiscal Impact: The City will be receiving funds to utilize in the community. There will be no additional cost incurred by the City.

Attachments/Exhibits:
Resolution 10577

RESOLUTION NO. 10577**A RESOLUTION APPOINTING AND ESTABLISHING A
GOVERNANCE STRUCTURE AND FISCAL AGENT FOR
OPIOID LITIGATION SETTLEMENT FUNDS**

WHEREAS, in February 2018, the City of Great Falls retained counsel to represent the City in claims and/or litigation against opioid-based drug manufacturers and distributors (hereinafter “Opioid Litigation”); and

WHEREAS, the City of Great Falls entered into settlement of claims in the Opioid Litigation against certain manufactures, distributors and others in the opioid pharmaceutical supply chain, and joined a settlement agreement with the Montana Attorney General and other Montana local government entities to ensure a fair and transparent process for making decisions on how to use Opioid Litigation settlement funds; and

WHEREAS, this settlement agreement is memorialized in a November 26, 2021 Memorandum of Understanding with the Attorney General and other participating Montana local government entities, including the City of Great Falls, and a January 26, 2022 Amendment to the Memorandum of Understanding (Contract 22-09; R0424733) (collectively “MOUs”); and

WHEREAS, the MOUs set out the allocation, management and use of Opioid Litigation settlement funds that the State of Montana and local government entities, including the City of Great Falls, will follow; and

WHEREAS, the City of Great Falls is within the Cascade County/Great Falls Metro Region as established by the MOUs, and is entitled to receive Opioid Litigation settlement funds; and

WHEREAS, pursuant to the MOUs, any participating local government shall create a governance structure for the administration, management and use of Opioid Litigation settlement funds; and

WHEREAS, the City Commission of Great Falls expressed a willingness and ability to designate two of its members and the Fiscal Agent, to serve as the governing structure to address the acquisition, administration, management and use of Opioid Litigation settlement funds recoverable by City of Great Falls as a participating local government under the MOUs; and

WHEREAS, pursuant to the MOUs, the governing structure shall include designation of a Fiscal Agent to receive and distribute Opioid Litigation Settlement Funds allocated to the participating local government, and endeavor to assure the funds are disbursed according to the terms of the MOU and Settlement Agreements; and

WHEREAS, the City Finance Director, Melissa Kinzler, expressed a willingness and ability to serve as the designated Fiscal Agent to serve on the governing structure, to receive and distribute Opioid Litigation Settlement Funds, to endeavor to assure the funds are disbursed according to the terms of the MOU and Settlement Agreements for the City, and to serve as the primary point of contact or authorized official for the City of Great Falls for the purposes of communicating with the National Opioid Settlement Administrator.

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

1. The Great Falls City Commission appoints two of its members, _____ and _____, and the Fiscal Agent who shall serve as the governing board for the administration, management and use of Opioid Litigation settlement funds received by the City of Great Falls.
2. The City of Great Falls Finance Director shall serve as the Fiscal Agent for the City of Great Falls as it relates to Opioid Litigation settlement funds and the MOUs and may on behalf of the governing board of the City of Great Falls City Commission, submit claims, requests for disbursements, accountings of spending and any other financial reports or matters as it relates to these funds.
3. The City of Great Falls Finance Director shall serve as the authorized official for the City of Great Falls for purposes of communication with the National Opioid Settlement Administrator.
4. This Resolution shall be effective upon adoption, and the Great Falls City Commission, and City Finance Director shall serve in the above respective positions until otherwise duly resolved by a majority of the City Commission.

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

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David D. Dennis, City Attorney