



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
September 16, 2025  
7:00 PM**

**REVISED**

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

Public participation is welcome in the following ways:

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

**Meeting Decorum Statement**

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

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

**COMMUNITY INITIATIVES**

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

## **PETITIONS AND COMMUNICATIONS**

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

2. Miscellaneous reports and announcements.

## **NEIGHBORHOOD COUNCILS**

3. Miscellaneous reports and announcements from Neighborhood Councils.

## **BOARDS AND COMMISSIONS**

- [4.](#) Appointment to the Audit Committee.
5. Miscellaneous reports and announcements from Boards and Commissions.

## **CITY MANAGER**

6. 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.*

- [7.](#) Minutes, September 2, 2025, City Commission Meeting.
- [8.](#) Total Expenditures of \$4,911,868 for the period of August 14, 2025 through August 27, 2025, to include claims over \$25,000, in the amount of \$4,250,178.
- [9.](#) Contracts List.
- [10.](#) Approve Final Payment for the 4th Ave N Street Reconstruction project, in the amount of \$97,929.38, comprising \$96,950.09 to United Materials of Great Falls, Inc. and \$979.29 to the State Miscellaneous Tax Fund, and authorize the City Manager to make the payments.
- [11.](#) Approve Final Payment for the 32nd Ave NE Water and Storm Sidewalk Repair in the amount of \$4,017.85, comprising \$3,977.67 to United Materials of Great Falls, Inc. and \$40.18 to the State Miscellaneous Tax Fund, and authorize the City Manager to make the payments.
- [12.](#) Approve Final Payment for the Water Treatment Plant Solids Mitigation project in the amount of \$302,899.21, comprising \$299,870.22 to Sletten Construction Company and \$3,028.99 to the state Miscellaneous Tax Fund, and authorize the City Manager to make the payments.
- [13.](#) Approve Change Order No. 1 for the Central Ave/3rd Street Drainage Improvements Phase 2 project with Capcon LLC. in the amount of \$62,285 and increase the total contract amount from \$3,352,727 to \$3,415,012.
- [14.](#) Approve Change Order No. 1 to United Materials of Great Falls, Inc. for the River Drive Trail Replacement project, in the amount of \$8,135, and authorize the City Manager to execute the change order documents; and approve final payment in the amount of \$152,190.87 to United Materials and \$1,537.28 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.



15. Award a construction contract in the amount of \$721,300 to United Materials of Great Falls, Inc. for the Carter Park Street Reconstruction project, which will complete ADA updates around Carter Park, and authorize the City Manager to execute the contract documents.
16. Award a construction contract in the amount of \$945,000 to MJD Contracting, LLC for the Water Treatment Plant Corrosion Control Implementation project due to DEQ enforced Lead and Copper Rule Revisions and authorize the City Manager to execute the contract documents.
17. Approve the Construction Agreement with Garrett Parks and Play in the amount of \$99,220 for Poured-in-Place Surfacing at Morony Park utilizing Community Development Block Grant (CDBG) funds and authorize the City Manager to execute the documents.
18. Set Public Hearing for October 7, 2025, on Resolution 10603 to consider a request to expend an additional \$382,690 in Downtown Urban Renewal District Tax Increment Financing funds for the Mansfield Theater Ceiling Repair, Theater Seat Replacement, and Civic Center Elevator repair projects.

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

## **PUBLIC HEARINGS**

### **OLD BUSINESS**

19. City of Great Falls Electric Supply Contract. *Action: Authorize or not authorize the City Manager, for a period of up to 30 days, to execute the necessary supply agreements with Guzman Energy for electricity supply to the City of Great Falls, contingent upon the consultant's recommendation of a competitive rate and receipt of a formal proposal, and to extend the agreement period through June 30, 2030. (Presented by Greg Doyon)*

## **NEW BUSINESS**

### **ORDINANCES / RESOLUTIONS**

20. Ordinance 3279, Amending Title 13, Chapter 24, Referencing the City of Great Falls Stormwater Master Plan. *Action: Accept or not accept Ord. 3279 on first reading and set or not set a public hearing for October 7, 2025. (Presented by Christoff Gaub)*
21. Resolution 10583, to Levy and Assess Properties within the Business Improvement District. *Action: Adopt or deny Res. 10583. (Presented by Melissa Kinzler)*
22. Resolution 10584, to Levy and Assess Properties within the Tourism Business Improvement District. *Action: Adopt or deny Res. 10584. (Presented by Melissa Kinzler)*
23. Resolution 10607, Cancelling the November 4, 2025 General Election of Certain Municipal Officers. *Action: Adopt or deny Res. 10607. (Presented by Terry Thompson, Cascade County Elections Administrator)*

## **CITY COMMISSION**

24. Miscellaneous reports and announcements from the City Commission.
25. Commission Initiatives.

## **ADJOURNMENT**

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

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

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



Commission Meeting Date: September 16, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Appointment to the Audit Committee

**From:** City Manager's Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appoint one member to the Audit Committee to fill a private citizen position for the remainder of a three-year term through June 30, 2026.

**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (appoint/not appoint) Matt Pea to the Audit Committee to fill a private citizen position for a three-year term through June 30, 2026."

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

**Summary:**

Christine Jewett was appointed to the Audit Committee on September 5, 2023 to a three-year term expiring on June 30, 2026. In February Ms. Jewett resigned from the Committee due to employment conflicts. The advertisement for this vacancy was done through the City's Website and the local media. An application was received from Matt Pea on August 19, 2025.

Mr. Pea attended the Audit Committee meeting on September 10<sup>th</sup> and the Committee members were able to review his application and ask questions. The Committee made a formal motion to recommend the appointment of Mr. Pea.

**Background:**

Purpose

The Audit Committee was established by the City Commission in October of 1992 and currently consists of six members to include the Mayor, a Commissioner, the City Manager, the Finance Department Director and two private citizens.

The Audit Committee provides assurance that the financial disclosures made by management reasonably portray the City's financial condition, results of operations and plans and long-term commitments. The Committee oversees the external audit coverage, reviews accounting policies and reviews financial statements.

Members of the Audit Committee should collectively possess technical expertise in accounting, auditing, and financial reporting to fulfill its duties.

Evaluation and Selection Process

Advertising was done through the local media and posted on the City of Great Falls website.

Continuing members of this board are:

Mayor Reeves  
Commissioner McKenney  
City Manager Doyon  
Finance Director Kinzler  
Private Citizen Jeff Heimel (term expires 6/30/27)

**Alternatives:** The Commission could choose not to appoint Mr. Pea and direct staff to continue to seek other applicants.

**Attachments/Exhibits:**

Application



**BOARDS AND COMMISSIONS  
CITIZEN INTEREST FORM**  
(PLEASE PRINT OR TYPE)

*Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.*

Board/Commission Applying For: <b>Great Falls Audit Committee</b>		Date of Application: <b>8/19/2025</b>
Name: <b>Matt Pea</b>		
Home Address: <b>1101 Park Garden Road Great Falls, MT 59404</b>		Email address: <b>mattpea354@gmail.com</b>
Home Phone: <b>509-847-8294</b>	Work Phone: <b>406-761-0310</b>	Cell Phone: <b>509-847-8294</b>
Occupation: <b>Agency Deputy Director</b>		Employer: <b>Opportunities, Inc.</b>
Would your work schedule conflict with meeting dates?      Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: I currently work in executive management for a non-profit in Great Falls. I do not have any direct oversight over our fiscal department but I am quite familiar with the fiscal operations of a large non-profit organization. Additionally, I have served on the finance committee of a local church.		
Educational Background: Bachelors Degree - Psychology Bachelors Degree - Criminal Justice		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: I served as a board member at a local church in Great Falls. During that time I was served on the finance committee for several years.		
Previous and current public experience (elective or appointive): None		
Membership in other community organizations: None		

Have you ever worked for or are you currently working for the City of Great Falls? Yes ☐ No ☒ If yes, where and when?

Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes ☐ No ☒ If yes, who, which department, and relationship?

Have you ever served on a City or County board? Yes ☐ No ☒ If yes, what board and when did you serve?

Are you currently serving on a Board? Yes ☐ No ☒ If yes, which board?

Are you a Qualified Elector? Yes ☒ No ☐

(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?

I currently work in a role that has some fiscal responsibility and I am interested in growing my knowledge and experience in the fiscal operations of larger organizations.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?

I currently work in executive management for a non-profit organization in Great Falls. I have experience in a number of fiscal operations including policy development, budgeting, reconciliations. In addition, I have a good knowledge of AP, Payroll, Audits, and GAAP.

Additional comments:

Signature



Date:

8/19/2025

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

**Return this form to:**

Mail: City Manager's Office  
P.O. Box 5021  
Great Falls, MT 59403

Hand Deliver: City Manager's Office  
Civic Center, Room 201  
2 Park Drive South

Email:  
kartis@greatfallsmt.net



**JOURNAL OF COMMISSION PROCEEDINGS**  
**September 2, 2025 -- Regular City Commission Meeting**  
**Civic Center Commission Chambers, Room 206 -- Mayor Reeves Presiding**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS:**

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

Also present were City Manager Greg Doyon and Deputy City Manager Bryan Lockerby, Public Works Director Chris Gaub, Planning and Community Development Director Brock Cherry, Finance Director Melissa Kinzler, City Attorney David Dennis, Fire Chief Jeremy Jones (arrived at 7:10 pm), Police Captain Brian Black, and City Clerk Lisa Kunz.

**AGENDA APPROVAL:**

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

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:**

Commissioner McKenney disclosed that he is a realtor specializing in single-family homes. Agenda Items 16 and 17 relate to single-family homes. However, he is not involved with either project, has no personal gain or loss, and he intends to participate.

**MILITARY UPDATES**

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

**Colonel Daniel Voorhies**, Commander of the 341<sup>st</sup> Missile Wing, introduced Command Chief Lisa Thrasher-Stallard, who announced that she came to Great Falls in August after standing up the first Air Force Medical Command Medical Wing in Falls Church, VA.

Colonel Voorhies made the following announcements:

- Senators Daines and Sheehy toured the base in August.
- A simulated electronic minuteman test launch is scheduled in September.

## **JOURNAL OF COMMISSION PROCEEDING**

### **September 2, 2025**

- The 40<sup>th</sup> Helicopter Squadron accomplished its first MH-139 rescue of a hiker in the Beartooth Mountain Range.
- A commercial access gate will be the first Sentinel project at MAFB to allow access for construction vehicles from the highway. He will provide an update of the Sentinel project in October.

## **PETITIONS AND COMMUNICATIONS**

2. **Jeni Dodd**, City resident, spoke in opposition to the adopted FY26 Park District assessment, reading from a prepared statement. She questioned how many backlogged park projects had been completed since the levy was passed and requested clarification on how much of the funding had been allocated to the Aim High facility or other things.

Ms. Dodd emphasized that the original intent of the levy was to maintain the existing park system—not to expand it—and asserted that the Aim High Big Sky facility constitutes an expansion. She further noted that only 15% of survey respondents supported the development of a new aquatic center, suggesting limited public backing for such a project.

Additionally, Ms. Dodd raised concerns about deferred maintenance across city parks and cited the underperformance of the city's golf course as indicative of broader issues with management and oversight.

## **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 congratulated Great Falls Police Department's newest sworn in officers Cameron Watson, Remington Frick and Braden Hirst; Planning and Community Development Department's Deputy Building Official Joelle Cote who recently received her Building Official Certification credentials; and, Great Falls Fire Rescue's Nate Schmidt who was promoted to Assistant Chief of Support Services, and new fire fighter Shaney Fox.

**JOURNAL OF COMMISSION PROCEEDING**  
**September 2, 2025**

Manager Doyon announced that, in partnership with Veolia, a Hazardous Waste Collection event will be held on September 13, 2025.

**CONSENT AGENDA**

6. Minutes, August 19, 2025, City Commission Meeting.
7. Total Expenditures of \$4,757,828 for the period of July 31, 2025, through August 13, 2025, to include claims over \$25,000, in the amount of \$4,146,200.
8. Contracts List.
9. Award a construction contract in the amount of \$832,995 to Vortex Services, LLC. for the Sanitary Sewer Trenchless Rehabilitation Phase 27 project and authorize the City Manager to execute the contract documents. **OF 1839.0**
10. Award a construction contract in the amount of \$423,888 to Smith River Construction for the 1st Ave S/7th St S Sidewalk Repair and Streetscape project and authorize the City Manager to execute the contract documents. **OF 1786.2**
11. Award a contract in the amount of \$1,626,625 to Central Plumbing, Heating, Excavating for the Northwest Side Water Main Replacement – Phase 1 project and authorize the City Manager to execute the contract documents. **OF 1736.0**
12. Award a construction contract in the amount of \$480,280 to Copper Creek LLC for the Lift Station 15 VFDs and Power project for the Base Bid items and authorize the City Manager to execute the contract documents. **OF 1817.1**
13. Approve a Professional Services Agreement with TheatreDNA in the amount of \$96,447 to complete the Facilities Utilization & Feasibility Study and authorize the City Manager to execute the necessary documents.

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

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

**Jeni Dodd**, City resident, referred to Item 13 and opined that the City doesn't consider the results of contracted surveys, master plans and feasibility studies unless they agree with the prevailing views and opinions of the City Manager and City staff. She commented that this will be another example of the City wasting taxpayer money on a feasibility study. She suggested that these studies should be part of the job duties of the City Manager and City staff.

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

**JOURNAL OF COMMISSION PROCEEDING**  
**September 2, 2025**

Commissioner Wolff noted that she was excited about the firm that was chosen for Item 13, because she likes the fact that they are starting with “why?”

Commissioner McKenney acknowledged that the Commission has discussed non-performing assets within the General Fund for some time. He emphasized that the General Fund is supported by tax dollars, and due to the constraints of Montana’s tax code and municipal funding structure, managing these assets is becoming increasingly challenging. He inquired about the negotiation process and the expectations tied to the selected proposal.

Deputy City Manager Bryan Lockerby responded that the City received six responses to its RFP, with rate quotes varying significantly. The selected vendor submitted the lowest and most competitive proposal. Reviewers evaluated the proposals based on their approach to public engagement and methodology. TheatreDNA was distinguished by its plan to engage directly with the public and conduct additional surveys.

Deputy City Manager Lockerby noted that TheatreDNA is a smaller, specialized firm, and following virtual interviews, the review panel expressed the highest level of confidence in their capabilities. Reference checks further confirmed their strong performance. He concluded that he has full confidence in recommending the proposal.

Manager Doyon added that Event staff is not able to utilize space now as it was designed to be used, due to a lot of changes in the Civic Center building. Staff is looking at other ways to operate, including private sector. The Newbury is also competition the City didn’t have in the past. The City gained a building that has potential for meeting space, with the big vision of turning it into the Great Falls Development Center.

Mayor Reeves called for the vote.

Motion carried 5-0.

## **PUBLIC HEARINGS**

## **OLD BUSINESS**

### **14. CITY OF GREAT FALLS ELECTRIC SUPPLY CONTRACT.**

- 15.** City Manager Greg Doyon reported that during the City Commission meeting on June 17, 2025, the Commission authorized him to execute necessary supply agreements with Guzman Energy for electricity supply to the City of Great Falls and extend the agreement period by three years, based on the indicative pricing rates. After receiving the firm proposal from Guzman Energy, Jim Morin with PowerGas Corporation determined the rates were not favorable for the City to execute the agreement at that time. There was a target amount the energy consultant was hoping to help the City secure to provide

**JOURNAL OF COMMISSON PROCEEDING**  
**September 2, 2025**

predictability, rate stability and potential savings over the default supplier, but it has to be done at the right time.

If the Commission allowed the City Manager to enter into a blend and extend agreement for the recommended five years, the proposal would be received tomorrow. If it met the parameters of a reduction in the rates, then he would execute that agreement. It remains to be seen. He may be back before the Commission asking to do this again.

**Commissioner Tryon moved, seconded by Commissioner Wolff, that the City Commission authorize the city manager to execute necessary supply agreements with Guzman Energy for electricity supply to the City of Great Falls, upon consultant's recommendation of a competitive rate and formal proposal received, and extend the agreement period through June 30, 2030.**

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

Commissioner McKenney commented that he doesn't see a downside as the City is not locking into higher rates.

City Manager Doyon responded that the only variable is the transmission rates that are determined by NorthWestern Energy.

Commissioner Wolff received clarification that the motion on the floor authorizes the City Manager to enter into a favorable agreement tomorrow. If that doesn't occur, he would come back at a later date to ask for authorization again.

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

Motion carried 5-0.

## **NEW BUSINESS**

### **15. WATER SERVICE LINE REPLACEMENT AND TEMPORARY ACCESS AGREEMENT FOR SRF LOAN FUNDED LEAD SERVICE LINE REPLACEMENT.**

Public Works Director Chris Gaub reported that the EPA has mandated replacement of lead or lead containing water service lines, including private service lines. City staff has been working on this with the Commission for the last couple years. The next step in the SRF funded Pilot Project is to approve an agreement and to authorize City staff to enter into these agreements with property owners. These agreements would permit City staff and its contractors to enter private property and replace these lines. These agreements are also required to utilize SRF loan funding. As a reminder, the SRF loan funding would reimburse the City, i.e. the rate payer, 60% of the cost of replacing these lines, with 40% of the cost being shouldered by our rate payers.

**JOURNAL OF COMMISSION PROCEEDING**  
**September 2, 2025**

City staff is requesting the Commission adopt the proposed water service line replacement and temporary access agreement, which would permit City staff to execute the agreements with private property owners. Staff has worked collaboratively with AE2S on developing the agreement. In September 2023, the Commission approved an agreement with AE2S to assist with the lead line replacement pilot project. The pilot project is an estimated \$300,000 project to replace up to 20 lines. This project is rate payer funded, but with 60% of the principal forgiven by the DNRC SRF loan. This loan utilizes funds made available through the federal Bi-partisan infrastructure bill.

If approved, staff will move forward with the pilot project. Also, this agreement may be used for future mandatory replacement of service lines, starting in 2027 if the City chooses or is required to do so, which could potentially affect about 1,000 locations across the city.

**Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission approve the form and the terms of the Water Service Line Replacement and Temporary Access Agreement and authorize the Public Works Director to enter into said agreement with individual property owners to carry out the activities associated with identifying and replacing the Lead or Galvanized Service Lines and Associated Work as required by the EPA Lead and Copper Rule Improvements.**

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

Commissioner Tryon received clarification that the general rate payer fund, not the individual rate payer, will subsidize up to 20 service line replacements. It is a calculated pilot project to replace up to 20 lines using rate payer dollars so that the City is postured for whatever the EPA may mandate next. The EPA will fine the City, not the individual property owners, for non-compliance of its mandates.

Commissioner Tryon inquired how the 20 service lines would be picked.

Director Gaub responded that volunteers sampled individual property owner taps, and 13 of those have signed the agreement and agreed to do this voluntarily, should the Commission approve the motion on the floor tonight.

Commissioner Wilson inquired if staff was confident the bi-partisan funds wouldn't be clawed back leaving the City being responsible for 100% rather than 40%.

Finance Director Kinzler is confident the DNRC has the money available and hasn't heard it will be clawed back. The funding of the projects will be contingent on having that money available.

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

Motion carried 5-0.



**JOURNAL OF COMMISSION PROCEEDING**  
**September 2, 2025**

**16. EAGLE'S CROSSING ADDITION, PHASE II, ADDENDUM AGREEMENT NO. 2.**

Planning and Community Development Director Brock Cherry reported that this item is Addendum Agreement No. 2 for Eagle's Crossing Addition, Phase II, submitted by Eagle's Crossing Inc., and the current property owner, Cascade Communities LLC.

The original annexation agreement for this subdivision was approved on March 6, 2007, and required the installation of all public infrastructure within two years. A previous extension moved that deadline to March 6, 2011, but some infrastructure items have remained incomplete.

Cascade Communities, the new owner of the undeveloped portion of Phase II, has now expressed interest in completing all remaining improvements, which will bring 20 existing platted lots into active residential development.

Staff from Public Works and Planning met with the developer's representative, Stahly Engineering, to review outstanding requirements. This proposed addendum updates the property owner's obligations and establishes a revised completion deadline of July 1, 2026.

The remaining infrastructure improvements include:

- Installation of sanitary sewer, storm sewer, and water systems
- Street paving
- Conduit installation
- Curb and gutter construction

The developer will be responsible for all improvements; however, the City and the developer have agreed to partner on the required upgrades to the existing stormwater pond. The City's Utility Division will support certain improvements to bring the pond to current standards, including water quality controls.

The addendum also confirms that building permits may be applied for after the Preconstruction Meeting and issuance of the Transfer Certificate for the infrastructure, pending compliance with all applicable City regulations.

Staff recommends approval of this Addendum.

**Commissioner Wilson moved, seconded by Commissioner Wolff, that the City Commission approve the Addendum Agreement No. 2 for Eagle's Crossing Addition, Phase II.**

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

**JOURNAL OF COMMISSION PROCEEDING**  
**September 2, 2025**

Commissioner Wolff thanked the developer and is excited for the potential of additional single-family homes in an area that has already been annexed.

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

Motion carried 5-0.

## **ORDINANCES / RESOLUTIONS**

### **17. ORDINANCE 3277, TO ASSIGN R-3 SINGLE-FAMILY HIGH DENSITY ZONING TO LOT 4A, BLOCK 7, UNIVERSITY ADDITION, PROPERTY ADDRESSED AS 1420 17<sup>TH</sup> AVENUE SOUTHWEST, AND THE ADJOINING RIGHT-OF-WAY OF 18<sup>TH</sup> ALLEY SOUTHWEST.**

Planning and Community Development Director Brock Cherry reported that Ordinance 3277 proposes annexation of property at 1420 17th Avenue Southwest, along with the adjoining 18th Alley Southwest right-of-way, and assigns R-3 Single-Family zoning.

This ordinance is presented tonight for first reading, with a request to set the public hearing for October 7, 2025.

**Commissioner Wilson moved, seconded by Commissioner Tryon, that the City Commission accept Ordinance 3277 on first reading and set a public hearing for October 7, 2025.**

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

## **CITY COMMISSION**

### **18. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Commissioner Wolff cautioned whether a facility like Aim High Big Sky could be built and expected to be profitable this soon. It is a facility worth celebrating.

She also discussed being at the college when Google first came to the city of The Dalles and asked for tax abatements. Several entities said they would provide an abatement but expected a payment to come to each of those entities to support the services. Google has since expanded and now has five additions in The Dalles.

### **19. COMMISSION INITIATIVES.**

None.

**JOURNAL OF COMMISSON PROCEEDING**  
**September 2, 2025**

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of September 2, 2025, at 7:47 p.m.**

Motion carried 5-0.

---

Mayor Cory Reeves

---

City Clerk Lisa Kunz

**Minutes Approved: September 16, 2025**



Commission Meeting Date: Sept 16th, 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	08/14/2025 - 08/27/2025	4,204,711.56
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	08/14/2025 - 08/27/2025	703,548.52
	SUB TOTAL: \$	4,908,260.08
MUNICIPAL COURT CHECKS	08/14/2025 - 08/27/2025	3,607.79
	GRAND TOTAL: \$	4,911,867.87

**GENERAL FUND**

**FIRE**

MONTANA BOARD OF INVESTMENTS	LOAN DRAW 2659-01	39,509.65
------------------------------	-------------------	-----------

**SPECIAL REVENUE FUNDS**

**COVID RECOVERY**

IDEAL OPTION PLLC	2/1/24-2/29/24 SALARY FRINGE	33,861.81
-------------------	------------------------------	-----------

**STREET DISTRICT**

CAPCON LLC	CENTRAL & 3RD DRAIN IMPROV PH2/PMT 2 (SPLIT AMONG FUNDS)	14,536.75
------------	---	-----------

GREAT FALLS SAND & GRAVEL INC	12,000 TONS OF TYPE B & C ASPHALT	32,995.44
-------------------------------	-----------------------------------	-----------

GREAT FALLS SAND & GRAVEL INC	12,000 TONS OF TYPE B & C ASPHALT	25,202.04
-------------------------------	-----------------------------------	-----------

**DEBT SERVICE FUNDS**

**CAPITAL PROJECT FUNDS**

**ENTERPRISE FUNDS**

**WATER**

CAPCON LLC	CENTRAL & 3RD DRAIN IMPROV PH2/PMT 2 (SPLIT AMONG FUNDS)	227,699.78
------------	---	------------

UNITED MATERIALS OF GREAT FALLS	32ND AVE NE H2O STORM REPAIR/PMT 1	72,933.89
DN TANKS LLC	33RD ST H2O STORAGE TANK REHAB/PMT 9 FI	138,368.20
AE2S INC	MAFB RESILIENCE STUDY/PMT 5	56,251.88
<b>SEWER</b>		
SLETTEN CONSTRUCTION	WWTP BAR SCREEN IMPROVEMENTS/PMT 6	38,116.58
PROSPECT CONSTRUCTION INC	LS1 REPAIRS AND SUPPLEMENTAL FM/PMT 6	969,226.98
TD&H ENGINEERING	LS #1 REPAIR FORCEMAIN/PMT 37	33,891.00
<b>STORM DRAIN</b>		
CAPCON LLC	CENTRAL & 3RD DRAIN IMPROV PH2/PMT 2 (SPLIT AMONG FUNDS)	315,300.44
UNITED MATERIALS OF GREAT FALLS	GF STORM DRAIN MIDDLE BASIN/PMT 3	318,476.81
<b>PARKING</b>		
STANDARD PARKING CORPORATION	JULY 2025 PARKING SERVICES FEES	34,815.50
<b>INTERNAL SERVICE FUNDS</b>		
<b>HEALTH &amp; BENEFITS</b>		
HEALTH CARE SERVICE CORPORATION	JULY 2025 COBRA	75,258.64
HEALTH CARE SERVICE CORPORATION	JULY 2025 252685	949,082.03
RXBENEFITS INC	CAREMARK RX CLAIM 8.1-8.15.25	60,529.35
METROPOLITAN LIFE INSURANCE CO	JULY 2025 METLIFE DENTAL AND VISION	46,365.26
<b>TRUST AND AGENCY FUNDS</b>		
<b>PAYROLL CLEARING</b>		
STATE TREASURER	MONTANA TAXES	47,869.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	58,442.84
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	78,368.26
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	170,634.62
US BANK	FEDERAL TAXES, FICA & MEDICARE	271,987.09
<b>UTILITY BILLS</b>		
NORTHWESTERN ENERGY	ELECTRIC SUPPLY JULY 2025	140,453.80
<b>CLAIMS OVER \$25,000 TOTAL:</b>		<b>\$ 4,250,177.64</b>

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

**DATE: September 16, 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	LPW Architecture	09/16/2025	\$64,405	Professional Services Agreement for architectural and engineering services for the conceptual design and evaluation phase for the proposed addition to the Public Works Administration Building <b>OF 1814.4</b>



<b>B</b>	Park & Recreation	Boys and Girls Club of Cascade County	09/05/2025 – 12/31/2025	N/A	Ratification of Assignment and Assumption of Lease Agreement – River City Harvest, an involuntary dissolved Montana non-profit corporation, assigns the remainder of the term of its lease for certain property used for vegetable gardens and fruit orchards in Community Hall Park, located at 410 16 <sup>th</sup> Street SW, to the Boys and Girls Club of Cascade County [CR: 102020.12]
----------	-------------------	---------------------------------------	-------------------------	-----	---



Commission Meeting Date: September 16, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Construction Final Payment: 4<sup>th</sup> Ave North Street Reconstruction, OF 1826.0

**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 4<sup>th</sup> Ave N Street Reconstruction project, in the amount of \$97,929.38, comprising \$96,950.09 to United Materials of Great Falls, Inc. and \$979.29 to the State Miscellaneous Tax Fund, and authorize the City Manager to make the payments."

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

---

**Staff Recommendation:** Approve the Final Payment request.

**Summary:** This project reconstructed five blocks of roadway. Work included installing base course, asphalt pavement, curb and gutter, storm drain inlets, and Americans with Disabilities Act (ADA) compliant handicap ramps. The project extended along 4<sup>th</sup> Ave N from 9<sup>th</sup> St N to 14<sup>th</sup> St N.

**Background:** This project was necessary to replace aging infrastructure. The curb and gutter were exhibiting signs of serious deterioration and were nonexistent along some stretches. The asphalt cracking was 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 were made out of bricks with many of the bricks deteriorated or missing. The existing handicap ramps didn't meet ADA compliance and were creating hazards and barriers to disabled persons requiring assistance with walking.

**Significant Impacts:**

The project was initially scheduled to start August 1, 2025, and be completed within 4 months. The project was able to start on April 18, 2025, and was completed in less than 3 months. The project required closing portions of 4<sup>th</sup> Ave N while the roadway was reconstructed. The contractor was responsible for traffic control, road closures, and access to the project area. One tree was removed at the Southeast corner of 4<sup>th</sup> Ave N and 10<sup>th</sup> St. N to accommodate the installation of handicap ramps that meet City and ADA

standards. Two trees were planted in a nearby location to replace the removed tree.

**Workload Impacts:**

Design phase engineering and plans and specifications were completed by Woith Engineering. City Engineering Staff provided construction phase engineering services and project inspection.

**Project Work Scope:**

See attachment 2.

**Final Payment:**

The final project cost is \$1,958,587.59, which is \$105,062.41 less than the original award of \$2,063,650.00. The majority of the cost savings were due to the minimal use of sub-base material, imported trench backfill, and sod restoration.

**Conclusion:**

City Staff recommends making the Final Payment of \$97,929.38. City Staff verified that United Materials completed all work and punch list items in accordance with the plans and the contract. The two-year warranty period started at the time of substantial completion, which was June 26, 2025.

**Fiscal Impact:**

The project was selected, prioritized, and executed in accordance with the Public Works Capital Improvement Plan. The Street Fund funded 86% of the project while the Storm Drain Fund funded the remaining 14%.

**Alternatives:**

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

**Attachments/Exhibits:**

1. Final Pay Documents
2. Project Summary Sheet

**APPLICATION FOR PAYMENT NO. FINAL**

To: City of Great Falls (OWNER)  
 From: United Materials of Great Falls, Inc. (CONTRACTOR)  
 Contract: 4<sup>th</sup> Ave North Street Reconstruction O.F. 1826.0  
 Project: 4<sup>th</sup> Ave North Street Reconstruction  
 OWNER's Contract No. 1826.0 ENGINEER's Project No. PW362404  
 For Work accomplished through the date of: July 31, 2025

1.	<b>Original Contract Price:</b>	\$ <u>2,063,650.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$ <u>2,063,650.00</u>
4.	Total completed \$ <u>1,958,587.59</u> and stored () <u>                    </u> to date:	\$ <u>1,958,587.59</u>
5.	Retainage (per Agreement):	
	<u>5</u> % of Completed Work: \$ <u>0.00</u>	
	<u>5</u> % of stored material: \$ <u>                    </u>	
	Total Retainage:	\$ <u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>1,958,587.59</u>
7.	Less previous Applications for Payments:	\$ <u>1,860,658.21</u>
8.	Gross Amount Due this application: (6 minus 7):	\$ <u>97,929.38</u>
9.	Less <b>1% State Gross Receipts Tax:</b>	\$ <u>979.29</u>
10.	<b>DUE THIS APPLICATION (8 MINUS 9):</b>	\$ <u>96,950.09</u>

Accompanying Documentation:

CONTRACTOR's Certification:

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

Dated 7/29/2025 United Materials of Great Falls, Inc.  
 CONTRACTOR

By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 08/15/2025 City of Great Falls  
 ENGINEER

By: 

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

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

4th Ave North Street Reconstruction  
Office File # 1826.0

Agenda #10.

Item #	Description of Pay Items	Qty	Unit	Unit Price	Quantity for Pay Request 1	Quantity for Pay Request 2	Quantity for Pay Request 3	Quantity for Pay Request 4	Quantity for Pay Request 5	Quantity for Pay Request 6	Quantity for Pay Request 7	Quantity for Pay Request Final	Amount for Pay Request 1	Amount for Pay Request 2	Amount for Pay Request 3	Amount for Pay Request 4	Amount for Pay Request 5	Amount for Pay Request 6	Amount for Pay Request 7	Amount for Final Pay Request	Total Quantity Remaining	Quantity Completed %	Total Amount Paid	Total Bid Amount	Total Quantity Used	
							5/27/2025 - 6/27/2025																			
101	Mobilization - 5% max	1	LS	\$100,000.00	0.25	0.50	0.25						25000.00	50000.00	25000.00	0.00				0.00	0.00	100.00	100000.00	100000.00	1.00	
102	Traffic Control	1	LS	\$29,400.00	0.25	0.50	0.25						7350.00	14700.00	7350.00	0.00	0.00			0.00	0.00	100.00	29400.00	29400.00	1.00	
103	Site Clearing, Demolition, and Unclassified Excavation	1	LS	\$368,000.00	0.40	0.60	0						147200.00	220800.00	0.00	0.00	0.00			0.00	0.00	100.00	368000.00	368000.00	1.00	
104	Existing Storm Inlet Demolition and Removal	21	SY	\$300.00	5.00	8	8						1500.00	2400.00	2400.00	0.00	0.00			0.00	0.00	100.00	6300.00	6300.00	21.00	
105	Existing Storm Water Lateral Demolition and Removal	520	LS	\$42.50	235.50	274.5	0.00						10008.75	11666.25	0.00	0.00	0.00			0.00	0.00	10.00	98.08	21675.00	22100.00	510.00
106	Sub-Base Course Stabilization (12")	1,000	EA	\$25.00			0.00						0.00	0.00	0.00	0.00	0.00			0.00	0.00	100.00	0.00	25000.00	0.00	
107	Manhole Adjust to Grade	3	LF	\$1,400.00			3.00						0.00	0.00	4200.00	0.00	0.00			0.00	0.00	100.00	4200.00	4200.00	3.00	
108	Valve Box Adjustment	13	EA	\$800.00			11.00						0.00	0.00	8800.00	0.00	0.00			0.00	0.00	2.00	84.62	8800.00	10400.00	11.00
109	Monument Remove and Reset	3	EA	\$1,700.00			3.00						0.00	0.00	5100.00	0.00	0.00			0.00	0.00	100.00	5100.00	5100.00	3.00	
110	Storm Water Lateral 12" SDR 35 PVC	430	EA	\$110.00	235.50	204.00	0.00						25905.00	22440.00	0.00	0.00	0.00			0.00	0.00	(9.50)	102.21	48345.00	47300.00	439.50
111	Connect to Existing Storm Manhole	13	EA	\$1,600.00	6.00	7.00	0.00						9600.00	11200.00	0.00	0.00	0.00			0.00	0.00	100.00	20800.00	20800.00	13.00	
112	Storm Water Main Rehabilitation	1	SY	\$8,400.00	0.50	0.5	0.00						4200.00	4200.00	0.00	0.00	0.00			0.00	0.00	100.00	8400.00	8400.00	1.00	
113	Type I Curb Inlet w/ Concrete Apron	12	SY	\$12,000.00	6.00	6	0.00						72000.00	72000.00	0.00	0.00	0.00			0.00	0.00	100.00	144000.00	144000.00	12.00	
114	Separation Geotextile	17,250	SY	\$2.50	2,760.00	15,757.78	0.00						6900.00	39394.45	0.00	0.00	0.00			0.00	0.00	(1267.78)	107.35	46294.45	43125.00	18517.78
115	Sub-Base Course, 3" Minus 12" Depth	8,075	SY	\$24.00	1,380.00	7,878.89	0.00						33120.00	189093.36	0.00	0.00	0.00			0.00	0.00	(1183.89)	114.66	222213.36	193800.00	9258.89
116	Base Course, 1 1/2" Minus, 12" Depth	8,075	SY	\$28.00	1,380.00	7,878.89	0.00						38640.00	220608.92	0.00	0.00	0.00			0.00	0.00	(1183.89)	114.66	259248.92	226100.00	9258.89
117	3" Minus Imported Trench Backfill	250	LF	\$50.00			0.00						0.00	0.00	0.00	0.00	0.00			0.00	0.00	250.00	0.00	0.00	12500.00	0.00
118	4" A.C. Pavement	8,075	SY	\$35.00			8,075.00						0.00	0.00	282625.00	0.00	0.00			0.00	0.00	100.00	282625.00	282625.00	8075.00	
119	Concrete Curb & Gutter	3,850	SF	\$36.50		2,323	1,584.00						0.00	84789.50	57816.00	0.00	0.00			0.00	0.00	(57.00)	101.48	142605.00	140525.00	3907.00
120	4" Concrete Sidewalk	2,900	EA	\$18.00		1,146	2,062.68						0.00	20625.12	37128.24	0.00	0.00			0.00	0.00	(308.52)	110.64	57753.36	52200.00	3208.52
121	6" Reinforced Concrete Driveway, Handicap Ramp	2,825	SF	\$25.00		1,174	1,672.00						0.00	29350.00	41800.00	0.00	0.00			0.00	0.00	(21.00)	100.74	71150.00	70625.00	2846.00
122	Truncated Domes	24	LS	\$500.00		8.00	16.00						0.00	4000.00	8000.00	0.00	0.00			0.00	0.00	100.00	12000.00	12000.00	24.00	
123	Sod	11,500	EA	\$4.50			10,426.00						0.00	0.00	46917.00	0.00	0.00			0.00	0.00	1074.00	90.66	46917.00	51750.00	10426.00
124	Landscape Restoration	1	EA	\$1,000.00			1.00						0.00	0.00	1000.00	0.00	0.00			0.00	0.00	100.00	1000.00	1000.00	1.00	
125	Tree Removal	1	LS	\$3,400.00	1.00		0.00						3400.00	0.00	0.00	0.00	0.00			0.00	0.00	100.00	3400.00	3400.00	1.00	
126	Tree Planting	2	LS	\$1,500.00			2.00						0.00	0.00	3000.00	0.00	0.00			0.00	0.00	100.00	3000.00	3000.00	2.00	
127	Erosion Protection and Sediment Control	1		\$16,000.00	0.25	0.50	0.25						4000.00	8000.00	4000.00	0.00	0.00			0.00	0.00	100.00	16000.00	16000.00		
128	Irrigation Remove and Reset	1		\$14,000.00		0.40	0.60						0.00	5600.00	8400.00	0.00	0.00			0.00	0.00	100.00	14000.00	14000.00		
129	Miscellaneous Work	150,000	Unit	\$1.00	12,600.00		8,400.00						12600.00	0.00	8400.00	0.00	0.00			0.00	0.00	129000.00	14.00	21000.00	150000.00	21000.00
	Deduct for overtime inspection			(80.00)	9.50	43.00	18.00						(760.00)	(3440.00)	(1440.00)	0.00				0.00	0.00		(5640.00)		70.50	
	Total Amount Bid, Items 101-129												400663.75	1007427.60	550496.24	0.00				0.00			1958587.59	2063650.00		

**Miscellaneous Pay Items for Pay Request # 1**  
5,600 SY Concrete Removal at \$2.25 per SY \$12,600.00

**Miscellaneous Pay Items for Pay Request # 1**  
Abandon duplicate curb boxes \$6,150.00  
2 low profile manhole castings \$2,250.00

Split Mobilization, Traffic Control, and Miscellaneous 85/15 between Street and Storm

Storm - Contractor Amount \$300,276.90  
Storm - 1% Amount \$3,033.10

Total Bid Amount: \$2,063,850.00  
Storm Bid Amount: \$303,310.00  
Street Bid Amount: \$1,760,340.00  
Street - Contractor Amount \$1,742,736.60  
Street - 1% Amount \$17,603.40

Request	Amount for this Pay	Retainage
1	\$400,663.75	5%
2	#####	5%
3	\$550,496.24	5%
4	\$0.00	0%
4 - FINAL	#####	0%

*Current Pay Request	1	2	3	4 - FINAL
Original Contract	\$2,055,000.00	\$2,055,000.00	\$2,055,000.00	\$2,055,000.00
Change Orders + or -	\$0.00	\$0.00	\$0.00	\$0.00
Current Contract Amount	\$2,055,000.00	\$2,055,000.00	\$2,055,000.00	\$2,055,000.00
Total Completed and Stored to Date	\$400,663.75	\$1,408,091.35	\$1,958,587.59	\$1,958,587.59
Retainage	\$20,033.19	\$70,404.57	\$97,929.38	\$0.00
Total Completed and Stored to Date less Retainage	\$380,630.56	\$1,337,686.78	\$1,860,658.21	\$1,958,587.59
Less Previous Payments	\$0.00	\$380,630.56	\$1,337,686.78	\$1,860,658.21
Gross Amount Due this Application	\$380,630.56	\$957,056.22	\$522,971.43	\$97,929.38
Less 1% State Withholding Tax	\$3,806.31	\$9,570.56	\$5,229.71	\$979.29
Total Amount Due this Pay Period	\$376,824.25	\$947,485.66	\$517,741.71	\$96,950.09
Date	May 2, 2025	June 5, 2025	July 7, 2025	August 15, 2025

\*Use this spreadsheet to fill out 1 through 8 on Application For Payment. Lines 9 and 10 on Application for Payment should be done without this spreadsheet since this spreadsheet doesn't round when calculating Lines 9 and 10, and we are expected to round to the nearest cent on the Application For Payment.

Spreadsheet below used to calculate what portion of improvements each Division is paying for. Split Mobilization, Traffic Control, and Miscellaneous 85/15 between Street and Storm respectively.

Storm	Completed and Stored this Pay Period	\$129,842.25	\$133,095.25	\$8,296.50	\$14,689.41
Street	Completed and Stored this Pay Period	\$270,821.50	\$874,332.35	\$542,199.74	\$83,239.97
Storm	Retainage	\$6,492.11	\$6,654.76	\$414.83	\$0.00
Street	Retainage	\$13,541.08	\$43,716.62	\$27,109.99	\$0.00
Storm	Completed and Stored this Pay Period less Retainage	\$123,350.14	\$126,440.49	\$7,881.68	\$14,689.41
Street	Completed and Stored this Pay Period less Retainage	\$257,280.43	\$830,615.73	\$515,089.75	\$83,239.97
Storm	Gross Amount Due this Application	\$123,350.14	\$126,440.49	\$7,881.68	\$14,689.41
Street	Gross Amount Due this Application	\$257,280.43	\$830,615.73	\$515,089.75	\$83,239.97
Storm	Less 1% State Withholding Tax	\$1,233.50	\$1,264.40	\$78.82	\$146.89
Street	Less 1% State Withholding Tax	\$2,572.80	\$8,306.16	\$5,150.90	\$832.40
	Total 1% State Withholding Tax	\$3,806.31	\$9,570.56	\$5,229.71	\$979.29
Storm	Storm Amount Due this Pay Period	\$122,116.64	\$125,176.08	\$7,802.86	\$14,542.51
Street	Street Amount Due this Pay Period	\$254,707.62	\$822,309.58	\$509,938.86	\$82,407.57

Pay \$14,542.52 to ensure total payment to contractor adds up to \$96,950.09

**PROJECT SUMMARY SHEET:**  
**4<sup>th</sup> Ave North Street Reconstruction, O.F. 1826.0**  
**FY 2025 Capital Improvement Plan**  
**Current as of: August 27, 2025**

**Description:** Full street reconstruction included asphalt, curb and gutter, and handicap ramps at 4<sup>th</sup> Ave N from 9<sup>th</sup> St N and 14<sup>th</sup> St N. Also, storm drain inlets and storm laterals were replaced.

**Justification:** Project provided a more durable surface for traffic, improved safety for pedestrians and bicyclists, and updated storm drainage infrastructure. OCI scored 8.8 out of 100 before construction.

**Scope:** Project consisted of 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 10<sup>th</sup> St N, 11<sup>th</sup> St N, and 12<sup>th</sup> St N, and replacement of all storm drain inlets within the project limits. Project locations included: 4<sup>th</sup> Avenue North from 9<sup>th</sup> St N to 14<sup>th</sup> St N (5 blocks)

**Added to CIP:** FY2023

**CIP Timeline:** Hired Woith Engineering as design consultant. Construction completed summer 2025.

**Cost:**

- CIP programmed \$2,220,000/FY25 (Design & Construction)
- Design Costs: \$176,870 (Woith Engineering)
- Construction: Low Bidder - \$2,063,650.00
- Awarded Construction Cost: \$2,063,650.00
- Final Construction Cost: \$1,958,587.59

**Funding Source(s):** Street Fund (\$1,686,225.89), Storm Fund (\$272,361.70)

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

**Planned Construction CY:** 2025

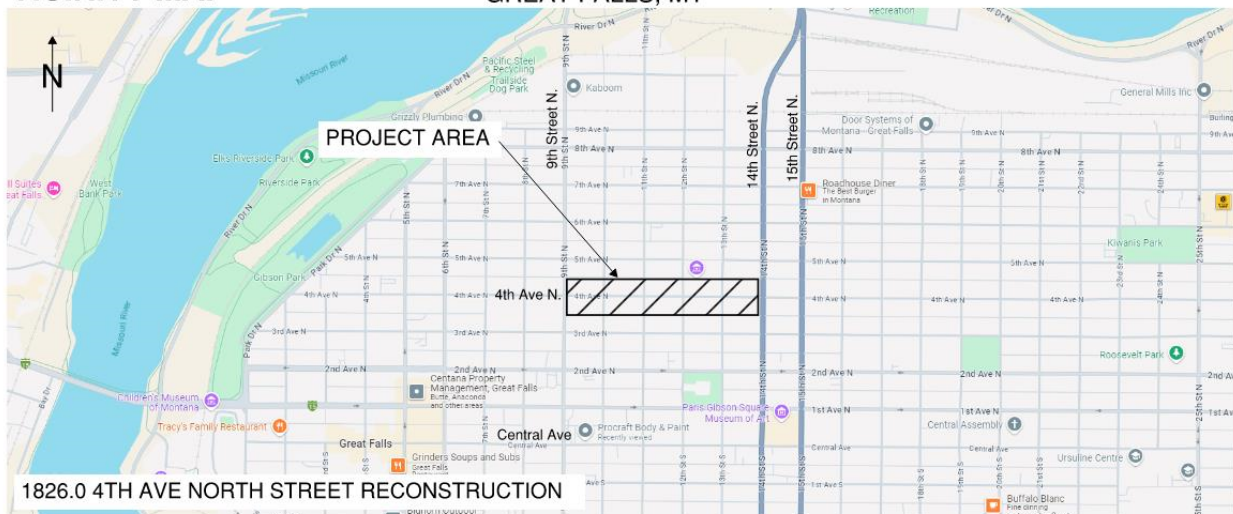
**Current Project Stage (Estimated Completion Date):** Planning (Summer 2024), Design (Fall 2024), Bid (March 2025), Commission Decision (April 15, 2025), Construction (Completed June 2025), Substantial Completion (Completed June 26, 2025), Punch List Completed (June 2026), Warranty (Ends June 26, 2027)

- Design Method: Consultant

**Map & Site Pictures:**

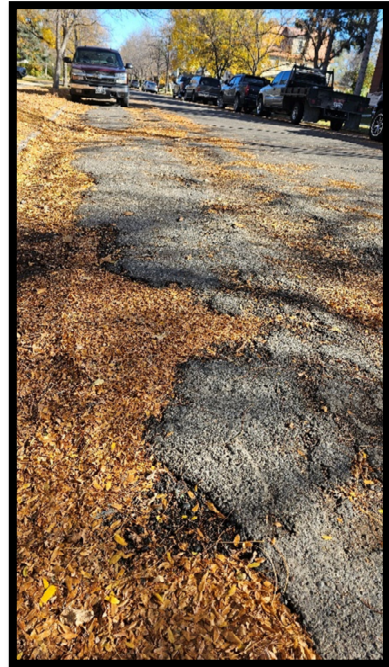
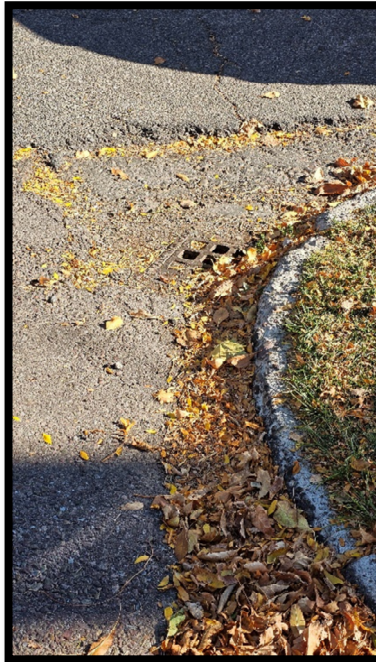
**VICINITY MAP**

GREAT FALLS, MT





**PROJECT SUMMARY SHEET:**  
**4<sup>th</sup> Ave North Street Reconstruction, O.F. 1826.0**  
**FY 2025 Capital Improvement Plan**  
**Current as of: August 27, 2025**



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



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



Commission Meeting Date: September 16, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Construction Final Payment: 32<sup>nd</sup> Ave NE Water and Storm Sidewalk Repair; OF 1786.5

**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 32<sup>nd</sup> Ave NE Water and Storm Sidewalk Repair in the amount of \$4,017.85, comprising \$3,977.67 to United Materials of Great Falls, Inc. and \$40.18 to the State Miscellaneous Tax Fund, and authorize the City Manager to make the payments.”

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

---

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

**Summary:** This project, awarded by the Commission on June 17, 2025, repaired sidewalk damaged from a 16” water main break. It also improved pedestrian traffic, incorporating Americans with Disabilities Act (ADA) federally mandated criteria. Any patrons that use the public right of way along 32<sup>nd</sup> Ave NE will continue to benefit from the project.

**Background:**

The curb, sidewalk, and road were damaged on July 23, 2024, when the 16” cast iron water main in the street on 32<sup>nd</sup> Ave NE broke. The Utility Division repaired the water main and street at the time of the break and also made temporary repairs to the sidewalk to make it as safe and usable as possible. This neighborhood has sidewalks on both sides of the street but only one side of the street had sidewalk damage. This project repaired the damaged section as well as completed the addition of an ADA compliant crossing at 32<sup>nd</sup> Ave NE and 7<sup>th</sup> St NE.

**Workload Impacts:**

Design phase engineering and plans and specifications were completed by the City Engineering staff with assistance from the City Utilities and Street Divisions. City Engineering staff provided construction phase engineering services and project inspection.

**Purpose:**

This project repaired sidewalk that was damaged when the 16" water main broke. The new sidewalk and crossing installed on 32<sup>nd</sup> Ave NE is ADA compliant.

**Project Work Scope:**

See attachment 2.

**Final Payment:**

The final project cost is \$80,357.00, which is \$13,043.00 less than the total awarded contract amount of \$93,400. The lower final contract amount was the result of better-than-expected existing conditions resulting in fewer sidewalk repairs needed, and also great communication between the contractor and the City representatives.

**Conclusion:**

City Staff recommends making the final payment as shown in attachment 1. City Staff verified that United Materials of Great Falls, Inc. has completed all work and punch list items in accordance with the plans and the contract. The two-year warranty period started at the time of substantial completion, which was August 18, 2025.

**Fiscal Impact:**

Funding for this project is through the Water Utility Fund.

**Alternatives:**

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

**Attachments:**

1. Final Pay Documents
2. Project Summary Sheet



**APPLICATION FOR PAYMENT NO. THREE FINAL**

To: City of Great Falls (OWNER)  
 From: United Materials of Great Falls, Inc. (CONTRACTOR)  
 Contract: 32<sup>nd</sup> Ave NE Water and Storm Sidewalk Repair O.F. 1786.5  
 Project: 32<sup>nd</sup> Ave NE Water and Storm Sidewalk Repair  
 OWNER's Contract No. 1786.5 ENGINEER's Project No. PW342506  
 For Work accomplished through the date of: August 31, 2025

1.	<b>Original Contract Price:</b>	\$ <u>93,400.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$ <u>93,400.00</u>
4.	Total completed <u>\$80,357.00</u> and stored () to date:	\$ <u>80,357.00</u>
5.	Retainage (per Agreement):	
	<u>0</u> % of Completed Work: \$ <u>0.00</u>	
	<u>5</u> % of stored material: \$ _____	
	Total Retainage:	\$ <u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>80,357.00</u>
7.	Less previous Applications for Payments:	\$ <u>76,339.15</u>
8.	Gross Amount Due this application: (6 minus 7):	\$ <u>4,017.85</u>
9.	Less <b>1% State Gross Receipts Tax:</b>	\$ <u>40.18</u>
10.	<b>DUE THIS APPLICATION (8 MINUS 9):</b>	\$ <u>3,977.67</u>

Accompanying Documentation:

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through THREE 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 8/27/2025

United Materials of Great Falls, Inc.

CONTRACTOR

By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated \_\_\_\_\_

City of Great Falls

ENGINEER

By: Amanda Brownlee

Digitally signed by Amanda Brownlee  
 DN: E=AUS, E=abrownlee@greatfallsmt.net, O=City of Great Falls,  
 OU=Engineering, CN=Amanda Brownlee  
 Reason: I am approving this document  
 Date: 2025.08.27 08:55:34 -06'00'

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:**  
**32<sup>nd</sup> Ave NE Water and Storm Sidewalk Repair, O.F. 1786.5**  
**Not on CIP**  
**Current as of: August 27, 2025**

**Description:** Repair sidewalk damaged from a water main break.

**Justification:** Sidewalk and driveways were damaged when the water main broke. While repairing the water main, over 150 feet of sidewalk had to be removed, one corner of the sidewalk also had to be replaced and brought up to ADA standards.

**Scope:** Install: approximately 250 Lineal Feet of integral concrete curb and gutter; 650 Square Feet of four (4)-inch concrete sidewalk; 1,300 Square Feet of six (6)-inch reinforced concrete; and 2 truncated domes.

**Added to CIP:** NA

**CIP Timeline:** NA

**Cost:**

- Awarded Cost: \$93,400.00
- Final Cost: \$80,357.00

**Funding Source(s):** Water Utility Fund.

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

**Planned Construction CY:** July 2025

**Current Project Stage (Estimated Completion Date):** Planning (Spring 2025), Design (May 2025), Bid (June 4, 2025) Construction (July 2025), Completed (August 2025), Warranty (August 2027)

- Design Method: In House

**Map & Site Pictures:**



*Sidewalk to be replaced facing east*



*Sidewalk to be replaced facing west*



**PROJECT SUMMARY SHEET:**  
**32<sup>nd</sup> Ave NE Water and Storm Sidewalk Repair, O.F. 1786.5**  
**Not on CIP**  
**Current as of: August 27, 2025**



*Sidewalk and portion of driveway to be replaced*



*Driveway that was replaced*



*Corner of 32nd Ave NE and 7th St NE to be replaced*



*Corner of 32nd Ave NE and 7th St NE replaced*

**PROJECT SUMMARY SHEET:**  
**32<sup>nd</sup> Ave NE Water and Storm Sidewalk Repair, O.F. 1786.5**  
**Not on CIP**  
**Current as of: August 27, 2025**



*Location of project*



Commission Meeting Date: September 16, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Construction Final Payment: Water Treatment Plant Solids Mitigation Project; OF 1698.1

**From:** Engineering Division

**Initiated By:** Public Works Department

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

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

---

**Suggested Motion:**

1. Commissioner moves:  
  
 “I move that the City Commission (approve/not approve) Final Payment for the Water Treatment Plant Solids Mitigation Project in the amount of \$302,899.21, comprising \$299,870.22 to Sletten Construction Company and \$3,028.99 to the state Miscellaneous Tax Fund, and authorize the City Manager to make the payments.”
  2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.
- 

**Staff Recommendation:** Approve the Final Payment request.

**Summary:** This project, awarded by the Commission on January 17, 2023, installed a residual solids management facility at the Water Treatment Plant. It was successfully implemented via the General Contractor Construction Manager (GCCM) procurement method with Sletten Construction Company and Advanced Engineering and Environmental Services (AE2S). The Project has been completed, and final payment is being requested.

**Background:** The Great Falls Water Treatment Plant (WTP) treats surface water from the Missouri River via conventional flocculation, sedimentation, and filtration treatment processes. Residual solids, generally referred to as sludge, are generated from the primary/secondary clarification basins and clarification of filter backwash during the water treatment process.

In 2015-2016, the City retained AE2S to evaluate the existing WTP residuals management procedures and perform an alternative analysis that evaluated and recommended potential improvements. The evaluation recommended an overhaul of the existing storage pond system and construction of a screw press dewatering system, a new building to house the equipment, and site improvements to provide truck access to haul extracted solids off site. The project has an estimated payback period of 25 to 30 years.



On January 17, 2023, the Commission voted to award the construction of the project to Sletten Construction with a Guaranteed Maximum Price of \$11,110,162.00 via the GCCM procurement method. Final completion of the project has occurred, and the final construction cost is \$11,110,162.00.

**Significant Impacts:**

The work undertaken for the WTP Solids Mitigation Project results in substantial improvements and efficiencies for the City's water treatment operations. In addition, the successful utilization and implementation of the GCCM procurement method has demonstrated the City's ability to adopt alternative project delivery methods when time constraints, scope and/or complexity warrant it.

**Fiscal Impacts:**


The WTP Solids Mitigation Project was selected, prioritized and executed in accordance with the Public Works Capital Improvements Program. Funding for this project is through the Water Utility and Sanitary Sewer Funds.

**Alternatives:**

The City Commission could vote to reject final pay and instruct City staff to provide the contractor with a written statement detailing the reason for the disapproval. Failure to provide a valid reason for disapproval could potentially result in the City of Great Falls violating the payment timeline specified in the Agreement.

**Attachments:**

1. Final Payment Documents
2. Project Summary Sheet

		Application Period: FINAL PAYMENT APPLICATION	Application Date: August 28, 2025
To City of Great Falls (Owner):	From (Contractor): Sletten Construction Company	Via (Engineer): AE2S	
Project: GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS, OF 1698.1	Contract: GCCM		
Owner's Contract No.: O.F. 1698.1	Contractor's Project No.: 2753-23877	Engineer's Project No.: P05231-2016-000	

### Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

### Contractor's Certification

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

CONTRACTOR: Sletten Construction Company  
1000 25th St N  
Great Falls, MT 59401

By: [Signature] Date: 01/03/23

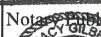
State of: Montana

County of: Cascade

Subscribed and sworn to before me this 28 day of August 2025

Notary Public for the State of Montana  
My Commission Expires: March 2, 2028

**TRACY GILBERT**  
NOTARY PUBLIC for the  
State of Montana  
Residing at Great Falls, Montana  
My Commission Expires  
March 2, 2028

A circular notary seal for Tracy Gilbert, Notary Public for the State of Montana. The seal features the word "SEAL" in the center, surrounded by "TRACY GILBERT" and "STATE OF MONTANA". The seal is stamped over the notary's signature and the commission expiration date.

1. ORIGINAL CONTRACT PRICE.....	\$	\$11,110,162.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 + 2).....	\$	\$11,110,162.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$11,110,162.00
5. RETAINAGE:		
a.                   X     \$11,110,162.00 Work Completed.....	\$	
b.                   X                                 Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$11,110,162.00
7a. LESS PREVIOUS PAYMENTS TO CONTRACTOR.....	\$	\$10,699,190.15
7b. LESS PREVIOUS PAYMENTS TO MT DEPT OF REVENUE.....	\$	\$108,072.64
8. AMOUNT DUE THIS APPLICATION (Line 6 - Lines 7a and b).....	\$	\$302,899.21
9. AMOUNT DUE TO MT DEPT OF REVENUE GROSS TAX (1% of Line 8).....	\$	\$3,028.99
10. AMOUNT DUE TO CONTRACTOR (Line 8 - Line 9).....	\$	\$299,870.22
11. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - Line 6)).....	\$	

Payment of: \$ 302,899.21  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ 8/29/2025  
(Engineer) (Date)

Payment of: \$ 302,899.21  
(Line 8 or other - attach explanation of the other amount)

is approved by: Mark Juras 9-2-25  
(Owner) (Date)

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

# Progress Estimate - Unit Price Work

# Contractor's Application

For (Contract): GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS, OF 1698.1							Application Number: 019			
Application Period: FINAL PAYMENT APPLICATION							Application Date: August 28, 2025			
A				B	C	D	E	F		
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description									
01 999	GROSS RECEIPTS TAX	1.0	\$102,281.00	\$102,281.00	100%	\$102,281.00		\$102,281.00	100.0%	
00 1001	5% CONSTRUCTION CONTINGENCY - <b>RECONCILED</b>	1.0	\$520,000.00	\$489,240.00	100%	\$489,240.00		\$489,240.00	100.0%	IN 01 1003
00 1002	2.5% OWNER CONTINGENCY - <b>RECONCILED</b>	1.0	\$260,000.00	\$225,750.00	100%	\$225,750.00		\$225,750.00	100.0%	IN 01 1003
00 1005	GENERAL CONDITIONS OVERHEAD (MONTHLY)	12.0	\$33,300.00	\$399,600.00	100%	\$399,600.00		\$399,600.00	100.0%	
00 1005	SUBMITTAL PHASE OH (MONTHLY)	3.0	\$25,650.00	\$76,950.00	100%	\$76,950.00		\$76,950.00	100.0%	
01 0132	PERMITS - <b>RECONCILED</b>	1.0	\$46,256.00	\$44,769.22	100%	\$44,769.22		\$44,769.22	100.0%	IN 01 1003 & 01 1004
01 1220	BOND	1.0	\$108,938.00	\$108,938.00	100%	\$108,938.00		\$108,938.00	100.0%	
01 1224	INSURANCE	1.0	\$108,938.00	\$108,938.00	100%	\$108,938.00		\$108,938.00	100.0%	
01 1501	TEMP HEAT - <b>RECONCILED</b>	1.0	\$102,000.00	\$47,669.19	100%	\$47,669.19		\$47,669.19	100.0%	IN 01 1003 & 01 1004
01 1502	TEMP ENCLOSURE FOR EXTERIOR BUILDING - <b>RECONCILED</b>	1.0	\$57,560.00							IN 01 1003 & 01 1004
01 5500	CONSTRUCTION TRAFFIC CONTROL - <b>RECONCILED</b>	1.0	\$44,700.00	\$7,056.24	100%	\$7,056.24		\$7,056.24	100.0%	IN 01 1003 & 01 1004
01 5551	SITE MAINTENANCE-DAILY CLEANUP-DUMPSTER - <b>RECONCILED</b>	1.0	\$139,306.00	\$142,179.91	100%	\$142,179.91		\$142,179.91	100.0%	IN 01 1003 & 01 1004
01 5552	SWPPP INSTALL-ADMIN-MAINT - <b>RECONCILED</b>	1.0	\$22,572.00	\$20,423.84	100%	\$20,423.84		\$20,423.84	100.0%	IN 01 1003 & 01 1004
01 5553	DEWATERING OF EXCAVATION - <b>RECONCILED</b>	1.0	\$17,468.00	\$5,176.12	100%	\$5,176.12		\$5,176.12	100.0%	IN 01 1003 & 01 1004
01 5554	GRAVEL FOR TRAILERS / PARKING	1.0	\$5,400.00	\$5,400.00	100%	\$5,400.00		\$5,400.00	100.0%	
01 5555	FENCE & TEMP GATE @ ACCESS	1.0	\$7,400.00	\$7,400.00	100%	\$7,400.00		\$7,400.00	100.0%	
<b>02 0000</b>	<b>BID PACKAGE 02A - EARTHWORK: 634,750</b>									
02 0001	DEMO & INFILL POND	1.0	\$216,500.00	\$216,500.00	100%	\$216,500.00		\$216,500.00	100.0%	
02 0002	BUILDING EXCAVATION	1.0	\$96,700.00	\$96,700.00	100%	\$96,700.00		\$96,700.00	100.0%	
02 0003	STRUCTURE BACKFILL	1.0	\$72,200.00	\$72,200.00	100%	\$72,200.00		\$72,200.00	100.0%	
02 0004	PERIMETER SITE PIPING	1.0	\$28,800.00	\$28,800.00	100%	\$28,800.00		\$28,800.00	100.0%	
02 0005	SITE GRADING & ACCESS ROAD	1.0	\$65,550.00	\$65,550.00	100%	\$65,550.00		\$65,550.00	100.0%	
02 0006	GRAVEL SURFACING, PAVING & SITE CONCRETE	1.0	\$155,000.00	\$155,000.00	100%	\$155,000.00		\$155,000.00	100.0%	
02 8301	ALLOWANCE-ACCESS GATE TO LOWER RIVER ROAD - <b>RECONCILED</b>	1.0	\$85,000.00	\$84,423.49	100%	\$84,423.49		\$84,423.49	100.0%	IN 01 1003 & 01 1004
02 8302	ALLOWANCE-NEW FENCE AT GATE	1.0	\$2,400.00	\$2,400.00	100%	\$2,400.00		\$2,400.00	100.0%	
<b>02 9600</b>	<b>BID PACKAGE 02B: LANDSCAPE &amp; IRRIGATION</b>	1.0	\$65,350.00	\$65,350.00	100%	\$65,350.00		\$65,350.00	100.0%	
02 9601	SITE RESTORATION - <b>RECONCILED</b>	1.0	\$23,400.00	\$15,568.58	100%	\$15,568.58		\$15,568.58	100.0%	IN 01 1003 & 01 1004
<b>03 0000</b>	<b>BID PACKAGE 03: CONCRETE: 2,755,200</b>									
03 0001	GRAVITY THICKENER CONCRETE	1.0	\$684,500.00	\$684,500.00	100%	\$684,500.00		\$684,500.00	100.0%	
03 0002	DECANT WET WELL & GALLERY	1.0	\$388,700.00	\$388,700.00	100%	\$388,700.00		\$388,700.00	100.0%	
03 0003	GROUND LEVEL FTG'S/STEM WALLS/SLABS	1.0	\$398,000.00	\$398,000.00	100%	\$398,000.00		\$398,000.00	100.0%	
03 0004	PRECAST WALLS & ROOF	1.0	\$1,242,000.00	\$1,242,000.00	100%	\$1,242,000.00		\$1,242,000.00	100.0%	
03 0005	MISCELLANEOUS METALS	1.0	\$42,000.00	\$42,000.00	100%	\$42,000.00		\$42,000.00	100.0%	
06 0001	WALL TYPE B - 6" STEEL STUD FURRING @ 16" O.C.	1.0	\$1,600.00	\$1,600.00	100%	\$1,600.00		\$1,600.00	100.0%	
06 0002	NOT SHOWN ON DWG'S - 6" STEEL CEILING FRAMING @ 16" O.C.	1.0	\$1,600.00	\$1,600.00	100%	\$1,600.00		\$1,600.00	100.0%	
06 0003	RM 106 CEILING PAINT-HANG-TAPE-GYP (NOT SPEC'D OR SHOWN)	1.0	\$1,100.00	\$1,100.00	100%	\$1,100.00		\$1,100.00	100.0%	
<b>07 5400</b>	<b>BID PACKAGE 07: ROOFING</b>	1.0	\$208,600.00	\$208,600.00	100%	\$208,600.00		\$208,600.00	100.0%	
<b>08 1340</b>	<b>BID PACKAGE 08A - DOORS FRAMES &amp; HARDWARE</b>	1.0	\$85,100.00	\$85,100.00	100%	\$85,100.00		\$85,100.00	100.0%	
<b>08 3300</b>	<b>BID PACKAGE 08B: OVERHEAD COILING DOORS</b>	1.0	\$33,700.00	\$33,700.00	100%	\$33,700.00		\$33,700.00	100.0%	
<b>08 5110</b>	<b>BID PACKAGE 08C: ALUMINUM WINDOWS &amp; GLAZING</b>	1.0	\$29,000.00	\$29,000.00	100%	\$29,000.00		\$29,000.00	100.0%	
<b>09 9000</b>	<b>BID PACKAGE 09: COATINGS</b>	1.0	\$103,900.00	\$103,900.00	100%	\$103,900.00		\$103,900.00	100.0%	
10 4000	SIGNAGE ALLOWANCE - <b>RECONCILED</b>	1.0	\$6,000.00	\$1,007.37	100%	\$1,007.37		\$1,007.37	100.0%	IN 01 1003 & 01 1004
10 5200	FIRE EXTINGUISHERS - <b>RECONCILED</b>	1.0	\$4,800.00	\$564.05	100%	\$564.05		\$564.05	100.0%	IN 01 1003 & 01 1004
10 8000	TOILET AND BATH ACCESSORIES - <b>RECONCILED</b>	1.0	\$1,345.00	\$594.10	100%	\$594.10		\$594.10	100.0%	IN 01 1003 & 01 1004
<b>11 0000</b>	<b>BID PACKAGE 11A: MECHANICAL &amp; EQUIPMENT: 1,791,321</b>									
11 0001	PROCESS PIPING/VALVES/ACTUATORS - INTERIOR	1.0	\$340,821.00	\$340,821.00	100%	\$340,821.00		\$340,821.00	100.0%	
11 0002	DEWATERING BUILDING INFLUENT PIPING - EXTERIOR	1.0	\$74,200.00	\$74,200.00	100%	\$74,200.00		\$74,200.00	100.0%	
11 0003	TAP EXISTING MAIN & HYDRANT - EXTERIOR	1.0	\$47,700.00	\$47,700.00	100%	\$47,700.00		\$47,700.00	100.0%	

## Progress Estimate - Unit Price Work

## Contractor's Application

For (Contract): GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS, OF 1698.1							Application Number: 019			
Application Period: FINAL PAYMENT APPLICATION							Application Date: August 28, 2025			
A				B	C	D	E	F		
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description									
11 0004	DEWATERING BUILDING EFFLUENT PIPING - EXTERIOR	1.0	\$37,100.00	\$37,100.00	100%	\$37,100.00		\$37,100.00	100.0%	
11 0005	SANITARY SEWER FORCE MAIN - EXTERIOR	1.0	\$125,100.00	\$125,100.00	100%	\$125,100.00		\$125,100.00	100.0%	
11 0006	SOLIDS PUMP STATION METERING PIPING & VALVE	1.0	\$49,800.00	\$49,800.00	100%	\$49,800.00		\$49,800.00	100.0%	
11 0007	SED BASIN ACTUATOR & VALVE REPLACEMENT	1.0	\$168,300.00	\$168,300.00	100%	\$168,300.00		\$168,300.00	100.0%	
11 0008	FEED PUMPS - SUPPLY & INSTALLATION	1.0	\$59,700.00	\$59,700.00	100%	\$59,700.00		\$59,700.00	100.0%	
11 0009	CHEM FEED SYSTEM SUPPLY & INSTALLATION	1.0	\$228,700.00	\$228,700.00	100%	\$228,700.00		\$228,700.00	100.0%	
11 0010	SOLIDS CONVEYORS SUPPLY & INSTALLATION	1.0	\$240,900.00	\$240,900.00	100%	\$240,900.00		\$240,900.00	100.0%	
11 0011	SCREW PRESS INSTALLATION	1.0	\$181,100.00	\$181,100.00	100%	\$181,100.00		\$181,100.00	100.0%	
11 0012	GRAVITY THICKENER INSTALLATION	1.0	\$77,000.00	\$77,000.00	100%	\$77,000.00		\$77,000.00	100.0%	
11 0013	TRAVELLING SCREEN INSTALLATION	1.0	\$160,900.00	\$160,900.00	100%	\$160,900.00		\$160,900.00	100.0%	
11 2220	BID PACKAGE 11B: TRAVELLING SCREEN SUPPLY	1.0	\$256,901.00	\$256,901.00	100%	\$256,901.00		\$256,901.00	100.0%	
11 2300	BID PACKAGE 11C: SCREW PRESS SUPPLY	1.0	\$833,466.00	\$833,466.00	100%	\$833,466.00		\$833,466.00	100.0%	
11 2400	BID PACKAGE 11D: GRAVITY THICKENER SUPPLY	1.0	\$159,941.00	\$159,941.00	100%	\$159,941.00		\$159,941.00	100.0%	
14 6000	BID PACKAGE 14: OVERHEAD CRANE	1.0	\$96,835.00	\$96,835.00	100%	\$96,835.00		\$96,835.00	100.0%	
15 0000	BID PACKAGE 15: PLUMBING & HVAC: 361,280									
15 0001	PLUMBING	1.0	\$200,070.00	\$200,070.00	100%	\$200,070.00		\$200,070.00	100.0%	
15 0002	HVAC	1.0	\$161,210.00	\$161,210.00	100%	\$161,210.00		\$161,210.00	100.0%	
16 0000	BID PACKAGE 16: ELECTRICAL: 1,0135,828									
16 0001	INSTRUMENTATION/CONTROLS/ELECTRICAL GEAR	1.0	\$522,400.00	\$522,400.00	100%	\$522,400.00		\$522,400.00	100.0%	
16 0002	DEWATERING BUILDING SERVICE	1.0	\$67,900.00	\$67,900.00	100%	\$67,900.00		\$67,900.00	100.0%	
16 0003	FACILITY ELECTRICAL	1.0	\$369,828.00	\$369,828.00	100%	\$369,828.00		\$369,828.00	100.0%	
16 0004	SITE ELECTRICAL	1.0	\$75,700.00	\$75,700.00	100%	\$75,700.00		\$75,700.00	100.0%	
99 9999	GCCM FEE -	1.0	\$512,376.00	\$512,376.00	100%	\$512,376.00		\$512,376.00	100.0%	
00 1003	OWNER SAVINGS - <b>RECONCILED</b> (CONTINGENCY & 80% UNSPENT)	1.0		\$209,789.91	100%	\$209,789.91		\$209,789.91	100.0%	\$0.00
00 1004	CONTRACTOR SAVINGS - <b>RECONCILED</b> (20% UNSPENT PHASES)	1.0		\$36,194.98	100%	\$36,194.98		\$36,194.98	100.0%	\$0.00
00 1001.1	WCD #3 - I/O SCHED MODS PER 7/11/23 CLARIFICATION +\$80,930.00	IN 00 1001			100%	\$80,930.00		\$80,930.00	100.0%	
00 1001.2	WCD #4 - ELECT J BOX, PC CORBELS, VALVE REV +\$48,270.00	IN 00 1001			100%	\$48,270.00		\$48,270.00	100.0%	
00 1001.3	WD #6 - ELECT CABLE TRAY & RELOCATION SP CP + \$54,280.00	IN 00 1001			100%	\$54,280.00		\$54,280.00	100.0%	
00 1001.4	WCD #8 - CHEM FEED ROOM CURB & COATING + \$7,520.00	IN 00 1001			100%	\$7,520.00		\$7,520.00	100.0%	
00 1001.5	WCD #11 - EPOXY FLOOR COATING + \$24,930.00	IN 00 1001			100%	\$24,930.00		\$24,930.00	100.0%	
00 1001.6	WCD #12 - CHEM FEED PUMP REV (MECH ONLY) + \$92,180.00	IN 00 1001			100%	\$92,180.00		\$92,180.00	100.0%	
00 1001.7	WCD #13 - SPS VALVE REV & PRESS TRANS / DWB PUMP CLEANOUTS / ADD'L PAVING + \$45,470	IN 00 1001			100%	\$45,470.00		\$45,470.00	100.0%	
00 1001.8	WCD #14 - OH DOOR OPERATOR / ADD'L GRAVEL & DOWNSPOUTS + \$16,590.00	IN 00 1001			100%	\$16,590.00		\$16,590.00	100.0%	
00 1001.9	WCD #15 - DEWATERING BUILDING YARD PIPE & SPS REVISIONS + \$29,980	IN 00 1001			100%	\$29,980.00		\$29,980.00	100.0%	
00 1001.10	WCD #16 - LANDSCAPE WALL AT FRONT ENTRY + \$17,950	IN 00 1001			100%	\$17,950.00		\$17,950.00	100.0%	
00 1001.11	WCD #17 - SPS DECANT WET WELL TIE IN & EXPL EXC + \$53,220	IN 00 1001			100%	\$53,220.00		\$53,220.00	100.0%	
00 1001.12	WCD #18 - CHEMICAL FEED PUMP ELECT REV & INT WINDOW TRIM + \$12,200.00	IN 00 1001			100%	\$12,200.00		\$12,200.00	100.0%	
00 1001.13	WCD #21 - GUIDED WAVE RADAR SENSORS + \$5,720.00	IN 00 1001			100%	\$5,720.00		\$5,720.00	100.0%	

---

NOTICE OF ACCEPTABILITY OF WORK

---

PROJECT: Water Treatment Plant Solids Mitigation

OWNER: City of Great Falls

CONTRACTOR: Sletten Construction Company

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: O.F. 1698.1

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: January 23, 2023

ENGINEER: Advanced Engineering and Environmental Services, Inc. (AE2S)

NOTICE DATE: August 28, 2025

---

To: City of Great Falls  
Owner

and To: Sletten Construction Company  
Contractor

From: Advanced Engineering and Environmental Services, Inc (AE2S)  
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by the Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated October 6, 2021, and the terms and conditions set forth in this Notice.

Punch list attached references items that are needed for project closeout, but incidental to the project's construction completion.

By:   
\_\_\_\_\_  
Ross Hanson

Title: Project Manager

Dated: August 28, 2025

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability or Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in the Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.



WTP SOLIDS MITIGATION - REMAINING PROJECT ITEMS				
Facility	Item/Description	Notes	CONTRACTOR/SUB	COMPLETED
DWF	Center grating platform between screw presses	Elevated platform procured/ installed in lieu of	SCC	8/21/2025
DWF	Rolling platforms for side access to screw presses	Elevated platform procured/ installed in lieu of	SCC	8/21/2025
DWF	Insulation wrap on UH-2 stack is coming off		SCC/Brennan	11/25/2024
DWF	GFCI covers have sharp edge, need to be replaced		NVESI	11/5/2024
DWF	Move spare parts to designated areas, off cabinets		SCC	4/18/2025
DWF	Screw press spray water - needs insulation finished		SCC/Brennan	11/25/2024
DWF	Exposed copper needs to be insulated		SCC/Brennan	11/25/2024
DWF	Mech Room - backflow preventer leaking		SCC/Buddy L	11/25/2024
DWF	Mech Room - insulation cleanup, fix bend wrapping		SCC/Brennan	11/25/2024
DWF	Mech Room - Insulate irrigation piping		SCC/Brennan	11/25/2024
DWF	Mech Room - bypass piping leak		SCC/Brennan	11/6/2024
DWF	Mech Room - hot water backflow preventer drain		SCC/Brennan	4/18/2025
DWF	Mech Room - install correct MAU control panel, verify ops		SCC/Brennan	9/24/2024
DWF	Elect Room - water piping over electrical gear		SCC/Brennan	4/18/2025
DWF	Chem Room - insulation cleanup		SCC/Brennan	11/25/2024
DWF	Process Room - install water hammer arrestors on presses		SCC/Brennan	4/18/2025
DWF	Process Room - insulation cleanup		SCC/Brennan	11/25/2024
DWF	Process Room - floor drains, sizing issue		SCC/Brennan	9/24/2024
DWF	Insulate air intake/exhaust ductwork		SCC/Brennan	11/25/2024
DWF	Insulate gas unit heater flues and outside air intakes		SCC/Brennan	11/25/2024
DWF	Wall cleanout above toilet		SCC/Brennan	4/18/2025
DWF	Spray wash connections - flexible pipe w/ unions		SCC/Brennan	4/18/2025
DWF	Container Rm - CO/NO2 sensor correction, signal to SCADA		SCC/Brennan	4/18/2025
DWF	Exhaust fans - add vent screens to keep animals out		SCC/Brennan	5/23/2025
DWF	Elect Room - exterior door closure needs to be adjusted		SCC	12/2/2024
DWF	Remove temp power for construction trailer		SCC	11/21/2024
DWF	Building inspection/certificate of occupancy		SCC	11/22/2024
DWF	As-Built/Record Drawings & Project Documentation to City		AE2S	



**PROJECT SUMMARY SHEET:**  
**WATER TREATMENT PLANT (WTP) SOLIDS MITIGATION PROJECT OF 1698.1**  
**FY 26 Capital Improvement Plan**  
**Current as of: September 16, 2025**

**Description:** In 2015-2016, the City retained Advanced Engineering and Environmental Services (AE2S) to evaluate the existing WTP residuals management procedures and perform an alternative analysis that evaluated and recommended potential improvements. The evaluation recommended an overhaul of the existing storage pond system and construction of a screw press dewatering system, a new building to house the equipment, and site improvements to provide truck access to haul extracted solids off site. The project has an estimated payback period of 25 to 30 years.

**Justification:** Improved efficiency of WTP solids handling and arsenic removal.

**Scope:** Build new solids handling facility at WTP via GCCM delivery method.

**Added to CIP:** FY 16

**CIP Timeline:** Final Pay FY 26

**Cost:** Final construction cost: \$11.1M

**Funding Source(s):** Water and Sewer Funds

- Funding Match Requirements: N/A

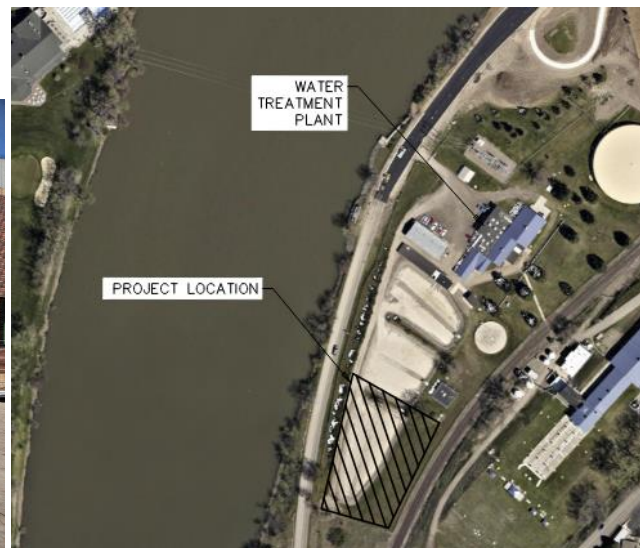
**Planned Execution Method:** General Contractor Construction Manager (GCCM)

**Planned Completion:** Summer 2026

**Current Project Stage (Estimated Completion Date):** Final Pay (Project is complete)

- Consultant: AE2S
- Contractor: Sletten

**Project Picture & Site Map:**







Commission Meeting Date: September 16, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Change Order No. 1: Central Ave/3rd Street Drainage Improvements Phase 2; OF 1779.1

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Consider and Approve Change Order No. 1

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) Change Order No. 1 in the amount of \$62,285 and increase the total contract amount from \$3,352,727 to \$3,415,012.”

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

---

**Staff Recommendation:** Approve Change Order No. 1.

**Summary:**

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

The contractor has encountered several work items outside the scope of the contract. These work items will need to be authorized in order to avoid costly work stoppages and keep the project on schedule. Additional work items include 60 ft. of water main, ductile iron bends, curb stop valves, and various concrete work. Staff recommends approving this additional work, at a cost of \$62,285, which would amount to 1.8% of the total finished project cost. These additional work items are necessary for the contractor to provide a finished and functional infrastructure project.

**Background:**

City Commission awarded this project for \$3,352,727 on March 18, 2025. The project started on May 19, 2025. The project is scheduled for completion on November 30, 2025, depending on weather.

**Conclusion:**

This change order would authorize the contractor to complete the additional work items associated with Change Order No. 1. Staff will continue to do their due diligence to minimize these unforeseen

circumstances that occasionally arise during construction. While acknowledging it is a difficult challenge to balance the costs between preliminary investigations for design and engineering, and total construction costs, City staff strives to be fiscally responsible with ratepayer funding.

**Fiscal Impact:**

The proposed Change Order No. 1 would increase the total Phase 2 construction contract by \$62,285. The authorized construction cost for Phase 2 of the storm drainage project is \$3,352,727. Approval of Change Order No. 1 would increase the overall Phase 2 construction costs from \$3,352,727 to \$3,415,012. All of the additional work items included in Change Order No. 1 are directly associated with water main work. Water Utility Funds would cover the cost of Change Order No. 1.

**Alternatives:**

The City Commission could vote to deny approval of Change Order No. 1 and have Public Works personnel complete Change Order No. 1 work items. This action would result in delaying the project and result in higher mobilization costs.

**Attachments:**

1. Change Order No. 1
2. Project Summary Sheet

# Change Order

No. 1

Date of Issuance: September 2, 2025

Effective Date: September 2, 2025

<b>Central Ave /3<sup>rd</sup> St Drainage Improvements Phase 2</b>	Owner: City of Great Falls	Owner's Contract No. : O.F. 1779.1
Contractor: <b>Capcon, LLC</b>		Date of Contract: April 9, 2025
Address: <b>PO Box 7418 Great Falls, MT 59406</b>		Project Number.: PW392302
<b>The Contract Documents are modified as follows upon execution of this Change Order:</b>		

The contractor has encountered several unforeseen work items that will increase quantities for several bid items that have established unit prices. This additional work is necessary to facilitate a complete and quality project. An additional \$62,285 of work will be necessary due to the quantity over-runs. A breakout of the additional work and the associated cost increases are summarized below.

- Bid Item 124 – 12” C900 PVC Waterline: 60 feet of additional water main is necessary at 4<sup>th</sup> St S to extend the connection point to the existing main outside of the limits of the new ADA ramp construction. This will ensure that new concrete work is not impacted by a potential future water main replacement project on 4<sup>th</sup> St S to the north of the current project.

Additional Cost: 60 LF x \$250/LF = \$15,000

- Bid Item 125 – Ductile Iron Waterline Fittings: Two additional 12” 45-degree bends are necessary to facilitate connection of the new 12” water main on 3<sup>rd</sup> St S to the existing water main. The existing water main is shallower than anticipated, and the extra bends are necessary to raise the new water main up to match the depth of the existing main at the connection point.

Additional Cost: 128 lbs per Fitting x 2 Fittings x \$60/lb = \$15,360

- Bid Item 135 – ¾” to 1” Curb Stop w/ Box: Two additional curb stop replacements will be necessary along 1<sup>st</sup> Ave S as the existing curb stops were found to be inoperable.

Additional Cost: 2 Ea x \$1,000/Ea = \$2,000

- Bid Item 147 – 6” A.C. Pavement Removal and Replacement: Additional removal and replacement of 6” asphalt concrete pavement will be necessary due to the 30 feet of additional water main shown above.

Additional Cost: 20 SY x \$70/SY = \$1,400

- Bid Item 148 – Curb and Gutter Removal and Replacement: Additional curb and gutter removal and replacement will be necessary to accommodate the two additional curb stop replacements and the additional 12” water main pipe described for Bid Items 124 and 135 above.

Additional Cost: 20 LF x \$95/LF = \$1,900

- Bid Item 149 – 4" Concrete Sidewalk Removal and Replacement: Additional sidewalk removal and replacement will be necessary to accommodate the two additional curb stop replacements and the additional 12" water main pipe described for Bid Items 124 and 135 above.

Additional Cost: 25 SY x \$225/SY = \$5,625

- Bid Item 150 – 6" Reinforced Concrete Sidewalk Removal and Replacement: Additional removal and replacement of 6" concrete will be necessary for the Bus Depot approach slab. The Bus Depot demonstrated that the bottoms of the buses are dragging on the existing concrete approach slab due to the steep grade of the slab. An addendum to the contract had detailed this needed work but didn't adjust the bid quantity.

Additional Cost: 60 SY x \$350/SY = \$21,000

<u>CHANGE IN CONTRACT PRICE:</u>	<u>CHANGE IN CONTRACT TIMES:</u>
Original Contract Price:	Original Contract Times:
	<input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days
\$ <u>3,352,727.00</u>	Substantial completion (days or date): <u>196</u>
	Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change	[Increase] [Decrease] from previously approved Change Orders
Orders No. _____ to No. _____:	No. <u>0</u> to No. <u>0</u> :
\$ <u>0</u>	Substantial completion (days): _____
	Ready for final payment (days): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>3,352,727</u>	Substantial completion (days or date): <u>196 Calendar Days</u>
	Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ <u>62,285</u>	Substantial completion (days or date): <u>7</u>
	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>3,415,012</u>	Substantial completion (days or date): <u>203 Calendar Days</u>
	Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Josh P. Sommer</u>	By: <u>Matthew Proud</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: <u>09/02/2025</u>	Date: <u>09/02/2025</u>	Date: <u>9/3/2025</u>
Approved by Funding Agency (if applicable): _____		Date: _____

EJCDC No. C-941 (2002 Edition)  
 Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the  
 Associated General Contractors of America and the Construction Specifications Institute.



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

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

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

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

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

**CIP Timeline:** Construction 1<sup>st</sup> half and 2<sup>nd</sup> half 2025. On schedule.

**Cost:**

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

**Funding Source(s):**

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

Storm Improvements – TIF Funds (after ARPA is used)

Street Improvements (Non Storm Drain related) – Street Fund

Water Improvements – Water Utility Enterprise Fund

Note: Funding Match Requirements: 50% ARPA Competitive requirements

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

**Planned Construction CY:** May 2025 – November 2025

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

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

**Map & Site Pictures:**



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





Commission Meeting Date: September 16, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** River Drive Trail Replacement, O.F. 1838.0

**From:** Park and Recreation

**Initiated By:** Park and Recreation

**Presented By:** Jessica Compton, Park and Recreation Director

**Action Requested:** Approve Change Order No. 1 and Approve the Final Payment Requests.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Change Order No. 1 to United Materials of Great Falls, Inc. for River Drive Trail Replacement project, in the amount of \$8,135.00, and authorize the City Manager to execute the change order documents.”

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

If the above motion is in the affirmative:

3. Commissioner moves:

“I move that the City Commission (approve/not approve) final payment to United Materials of Great Falls, Inc. for River Drive Trail Replacement project in the amount of \$152,190.87, and \$1,537.28 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

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

**Staff Recommendation:**

Staff recommends the City Commission approve Change Order No. 1 in the amount of a \$8,135.00 for River Drive Trail Replacement, authorize the City Manager to execute the change order documents and approve the request for final payments.

**Summary:**

During the project, it was identified that additional grading and landscaping work was necessary at the south end of the trail section to address water drainage issues and ensure the long-term stability and usability of the trail. To resolve these concerns, the following scope changes were added to the project under Change Order No. 1:

- |                               |             |
|-------------------------------|-------------|
| 1. Sod adjacent to new trail  | \$ 5,985.00 |
| 2. Raising South end of trail | \$ 1650.00  |

3. Removal and disposal of 140sq FT of asphalt pavement and place landscape rock

\$ 500.00

**Total \$8,135.00**

This project was funded by Missouri-Madison River Fund, Northwestern Energy grants, the River's Edge Trail Foundation and Park District No. 1 Funds. This project replaced asphalt surfacing with concrete on the segment of River's Edge Trail located along River Drive North and River Drive South between the Milwaukee Station and the Electric City Water Park; plus a section under the Central Avenue bridge. Work included traffic control, removal of existing asphalt, protection of trees and tree roots, subgrade preparation, gravel base course, reinforced concrete trail construction, ADA picnic table with sidewalk, and site reclamation.

### **Background:**

#### Workload Impacts

Design services were completed by TD&H Engineering under the direction of the Park and Recreation Department. TD&H will also provide project management services. Park and Recreation provided general contract management with the consultant and the contractor. The contract amount for TD&H services was \$28,000.00.

#### Purpose

This project is a continuation of improvements to the River's Edge Trail system through the utilization of partnerships in funding and will replace the current asphalt trail with a concrete trail.

#### Evaluation and Selection Process

Three (3) bids were received on May 21, 2025 with the base bid prices ranging from \$145,593.15 to \$226,959.00. United Materials of Great Falls, Inc. submitted the low bid and was recommended for contract award.

### **Fiscal Impact:**

Project funding is provided through Missouri-Madison River Fund, NorthWestern Energy Grants, River's Edge Trail Foundation and Great Falls Park District No. 1 funds.

Funding Source amounts for the Project:

- River's Edge Trail Foundation - \$ 38,000.00
- NorthWestern Energy Grant - \$10,176.00
- Missouri-Maddison River Fund Grant - \$129,398.00
- Park District No. 1 Funds - \$ 4,176.00
- Park District In-Kind - \$6,000.00

The total project funding allocated is \$187,750.00. The original bid award was \$145,593.15 to United Material; Change Order No. 1 requested is \$8,135.00; TD& H Professional Services \$28,000.00; \$6000.00 In-Kind. Leaving a current project balance of \$21.85.

### **Alternatives:**

The alternative would be to not approve Change Order No 1 and only approve the final payment amount of \$145,593.15. This alternative is not recommended by staff, as the Change Order No 1 was a necessary addition to the project's completion to ensure the long-term stability and usability of the trail.



**Concurrences:**

The necessary changes that were identified at the south end of the trail section to ensure the long-term stability and usability of the trail were reviewed and approved TD&H Engineering. Park and Recreation staff and TD&H Engineering confirm that Change Order No 1 was a necessary improvement and that final payment should be approved.

**Attachments/Exhibits:**

Change Order No. 1

Final Payment Schedule

**Change Order****No. 1**Date of Issuance: 8/27/2025 Effective Date: \_\_\_\_\_

Project: River Drive Trail Replacement	Owner: City of Great Falls Parks and Recreation	Owner's Contract No.: O.F. 1838.0
Contract: River Drive Trail Replacement	Date of Contract: 06/24/2025	
Contractor: United Materials Inc.	Engineer's Project No.: 25-003	

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

Replace 140 SF of existing asphalt trail with landscape fabric and cobble mulch. Sod transition from new trail to Existing grass rather than seed. Adjust trail grade by thickening concrete trail to better match existing ground.

**Attachments (list documents supporting change):**

UM Cost Proposals dated 8/15/2025 and 8/25/2025.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 145,593.45

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_

\$ N/A

Contract Price prior to this Change Order:

\$ 145,593.45

[Increase] [Decrease] of this Change Order:

\$ 8,135.00

Contract Price incorporating this Change

\$ 153,728.45**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working ☐ Calendar days

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

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

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): 45Ready for final payment (days): 45

Contract Times prior to this Change Order:

Substantial completion (days or date): 45Ready for final payment (days or date): 45

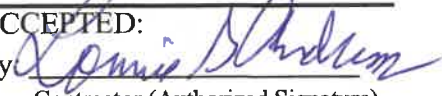
[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 45Ready for final payment (days or date): 45**RECOMMENDED:**By:   
Engineer (Authorized Signature)Date: 8/26/2025**ACCEPTED:**By: \_\_\_\_\_  
Owner (Authorized Signature)

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

**ACCEPTED:**By:   
Contractor (Authorized Signature)Date: 8/26/25



**United Materials of Great Falls, Inc.**

Great Falls, Montana 59403-1690 • P. O. Box 1690 • Telephone: (406) 453-7692  
 Construction Fax: (406) 727-9040 • Business Fax: (406) 727-2439 • Dispatcher: (406) 453-7201

<b>To:</b>	TD&H	<b>Contact:</b>	John Juras
<b>Address:</b>	25th Ave South Great Falls	<b>Phone:</b>	761-3010
<b>Project Name:</b>	River Drive Trail Replacement - MOD Estimate 25-003	<b>Fax:</b>	
<b>Project Location:</b>		<b>Bid Number:</b>	
		<b>Bid Date:</b>	8/15/2025

We submit the following quotation for your consideration. If you have any questions, feel free to contact me at 453-7692.

Thank you.

Item Description	Estimated Quantity	Unit	Unit Price
Mod Estimate 25-003	1.00	LS	\$500.00
1) Remove And Dispose Of 140 Square Feet Of Asphalt Pavement			
2) Place 140 Square Feet Of Landscape Weed Fabric			
3) Furnish And Install Landscape Rock Matching The Adjacent Rock Material As Close As Possible			


**Notes:**

- The above price excludes testing.

**Payment Terms:**

United Materials will not accept credit cards for payment of contracted work or charges made on account.  
 A finance charge of 1.50% per month (annual percentage rate of 18%) will be charged on all past due accounts (30 days).

Thank you for this opportunity to provide a quotation to you.

<p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b></p> <p><b>United Materials Of Great Falls, Inc.</b></p> <p><b>Authorized Signature:</b> </p> <p><b>Estimator:</b> Scott Schuman                  (406) 453-7692 scott@unitedmaterialsgrtf.com</p>
--	---



### United Materials of Great Falls, Inc.

Great Falls, Montana 59403-1690 • P. O. Box 1690 • Telephone: (406) 453-7692  
 Construction Fax: (406) 727-9040 • Business Fax: (406) 727-2439 • Dispatcher: (406) 453-7201

<b>To:</b>	City Of GF Park And Recreation	<b>Contact:</b>	
<b>Address:</b>	1700 River Drive North Great Falls, MT 59401	<b>Phone:</b>	406-771-1265
<b>Project Name:</b>	River Drive Trail	<b>Fax:</b>	
<b>Project Location:</b>		<b>Bid Number:</b>	OF 1838.0
		<b>Bid Date:</b>	8/25/2025

We submit the following quotation for your consideration. If you have any questions, feel free to contact me at 453-7692.

Thank you.

Item Description	Estimated Quantity	Unit	Unit Price
The Additional Cost To Sod Adjacent To The New Trail Instead Of Seeding. The Staging Area, Used By United Materials, Which Is Located In The Grass Area Of The Park, Will Not Be Sodded, But It Will Be Seeded.	1.00	LS	\$5,985.00
The Additional Cost Of Raising The Trail On The South End Of The Project (8.25 Cubic Yards At \$200 Per Cubic Yard)	1.00	LS	\$1,650.00


**Notes:**

- The above price excludes testing.

**Payment Terms:**

United Materials will not accept credit cards for payment of contracted work or charges made on account.  
 A finance charge of 1.50% per month (annual percentage rate of 18%) will be charged on all past due accounts (30 days).

Thank you for this opportunity to provide a quotation to you.

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>United Materials Of Great Falls, Inc.</b></p> <p><b>Authorized Signature:</b> </p> <p><b>Estimator:</b> Lonnie G. Anderson          (406) 453-7692          lonnie.anderson@unitedmaterialsgtf.com</p>
--	--

**APPLICATION FOR PAYMENT NO. FINAL**

To: City of Great Falls Park and Recreation (OWNER)  
 From: United Materials of Great Falls, Inc. (CONTRACTOR)  
 Contract: River Drive Trail Replacement  
 Project: River Drive Trail Replacement  
 OWNER's Contract No. 1838.0 ENGINEER's Project No. 25-003  
 For Work accomplished through the date of: September 30, 2025

1.	<b>Original Contract Price:</b>	\$	<u>145,593.15</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>8,135.00</u>
3.	Current Contract Price (1 plus 2):	\$	<u>153,728.45</u>
4.	Total completed <u>\$153,728.15</u> and stored () to date:	\$	<u>153,728.15</u>
5.	Retainage (per Agreement):		
	<u>5</u> % of Completed Work: \$ <u>0.00</u>		
	<u>5</u> % of stored material: \$ _____		
	Total Retainage:	\$	<u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$	<u>153,728.15</u>
7.	Less previous Applications for Payments:	\$	<u>0.00</u>
8.	Gross Amount Due this application: (6 minus 7):	\$	<u>153,728.15</u>
9.	Less <b>1% State Gross Receipts Tax:</b>	\$	<u>1,537.28</u>
10.	<b>DUE THIS APPLICATION (8 MINUS 9):</b>	\$	<u>152,190.87</u>

Accompanying Documentation:

CONTRACTOR's Certification:

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

Dated 9-3-2025

United Materials of Great Falls, Inc.

CONTRACTOR

By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9-3-2025

TD&H ENGINEERING

ENGINEER

By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated \_\_\_\_\_

City of Great Falls

PARK AND RECREATION

By: 





Commission Meeting Date: September 16, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Construction Contract Award: Carter Park Street Reconstruction; OF 1806.4

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Consider and Award Construction Contract

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (award/not award) a construction contract in the amount of \$721,300.00 to United Materials of Great Falls, Inc. for the Carter Park Street Reconstruction and authorize the City Manager to execute the contract documents.”

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

---

**Staff Recommendation:** Approve Construction Contract Award.

**Summary:** This project completes the upgrades around Carter Park by completing the street reconstruction on 6<sup>th</sup> Ave S, 7<sup>th</sup> Ave S and 4<sup>th</sup> St S around the park, as well as bringing a corner up to Americans with Disability Act (ADA) standards.

**Background:** On June 18, 2025, the commission awarded the CDBG Sidewalk, Carter Park project. The project was completed on April 30, 2025. The project included replacing the sidewalk on three sides of the park, the sidewalk across from the park and brought all four intersections around the park up to ADA standards.

**Significant Impacts:**

During construction, closures of 6<sup>th</sup> Ave S, 7<sup>th</sup> Ave S, and 4<sup>th</sup> St S around Carter Park will be required. Residents will have access from alleys. The contractor will be responsible for traffic control, road closures, and access to the project area.

**Citizen Participation:**

Once complete, this area will have ADA access from all adjoining intersections as well as a better functioning road around Carter Park.

**Workload Impacts:**

The Engineering Division completed design phase engineering, including plans and specifications, and will also provide construction phase engineering services and project inspection.

**Purpose:**

This project will replace the road from the base to the finished surface on 6<sup>th</sup> Ave S, 7<sup>th</sup> Ave S, and 4<sup>th</sup> St S adjoining the park, for a total of three blocks of brand-new road.

**Project Work Scope:**

See Attachment 1.

**Evaluation and Selection Process:**

This project was advertised August 17<sup>th</sup>, 2025, and August 24<sup>th</sup>, 2025, in the Great Falls Tribune. It was also advertised on the City of Great Falls website under the Bids & RFPs section. Two bids were received on September 3<sup>rd</sup>, 2025 from Montana Materials and Construction and United Materials of Great Falls, Inc. in the amounts of \$786,300.00 and \$721,300, respectively. United Materials of Great Falls, Inc. submitted the lowest bid and executed all of the necessary documents.

**Conclusion:**

The project was selected due to the poor draining of the road. It is also part of the overall improvements to the ADA accessibility to Carter Park.

**Fiscal Impact:**

Street Funds, Water Utility Funds, and Storm Utility Funds have been programmed and budgeted for this project.

**Alternatives:**

The City Commission could vote to deny award of the construction contract and re-bid or cancel the project. This would delay the project, leading to more deterioration of the roads around Carter Park. This would require more work at a later date to repair further damage.

**Attachments:**

1. Project Summary Sheet
2. Bid Tabulation

**PROJECT SUMMARY SHEET:**  
**Carter Park Street Reconstruction, O.F. 1806.4**  
**FY 2026 Capital Improvement Plan**  
**Current as of: August 25, 2025**

**Description:** Complete the revitalization of the streets and sidewalks around Carter Park, by replacing the road from the bottom up.

**Justification:** This area had new sidewalk and curb put in, in a previous project. To complete the revitalization the streets also must be replaced.

**Scope:** 3 blocks of new street from the base up, 1 new storm inlet, and 1 ADA compliant corner.

**Added to CIP:** FY 26

**CIP Timeline:** On time

**Cost:**

- To be Awarded Cost:
- Final Cost:

**Funding Source(s):** Streets Funds, Gas Tax Funds, Water Utility Funds, and Storm Utility Funds

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

**Planned Construction CY:** Fall 2025

**Current Project Stage (Estimated Completion Date):** Planning (Spring 2025), Design (Spring/Summer 2025), Construction (Fall 2025), Warranty (Fall 2027)

- Design Method: In-House
- Contractor: TBA

**Map & Site Pictures:**



*6th Ave S facing east*



*4th St S facing south*



**PROJECT SUMMARY SHEET:**  
**Carter Park Street Reconstruction, O.F. 1806.4**  
**FY 2026 Capital Improvement Plan**  
**Current as of: August 25, 2025**



*7th Ave S facing west*



*7th Ave S facing west*

**PROJECT SUMMARY SHEET:**  
**Carter Park Street Reconstruction, O.F. 1806.4**  
**FY 2026 Capital Improvement Plan**  
**Current as of: August 25, 2025**



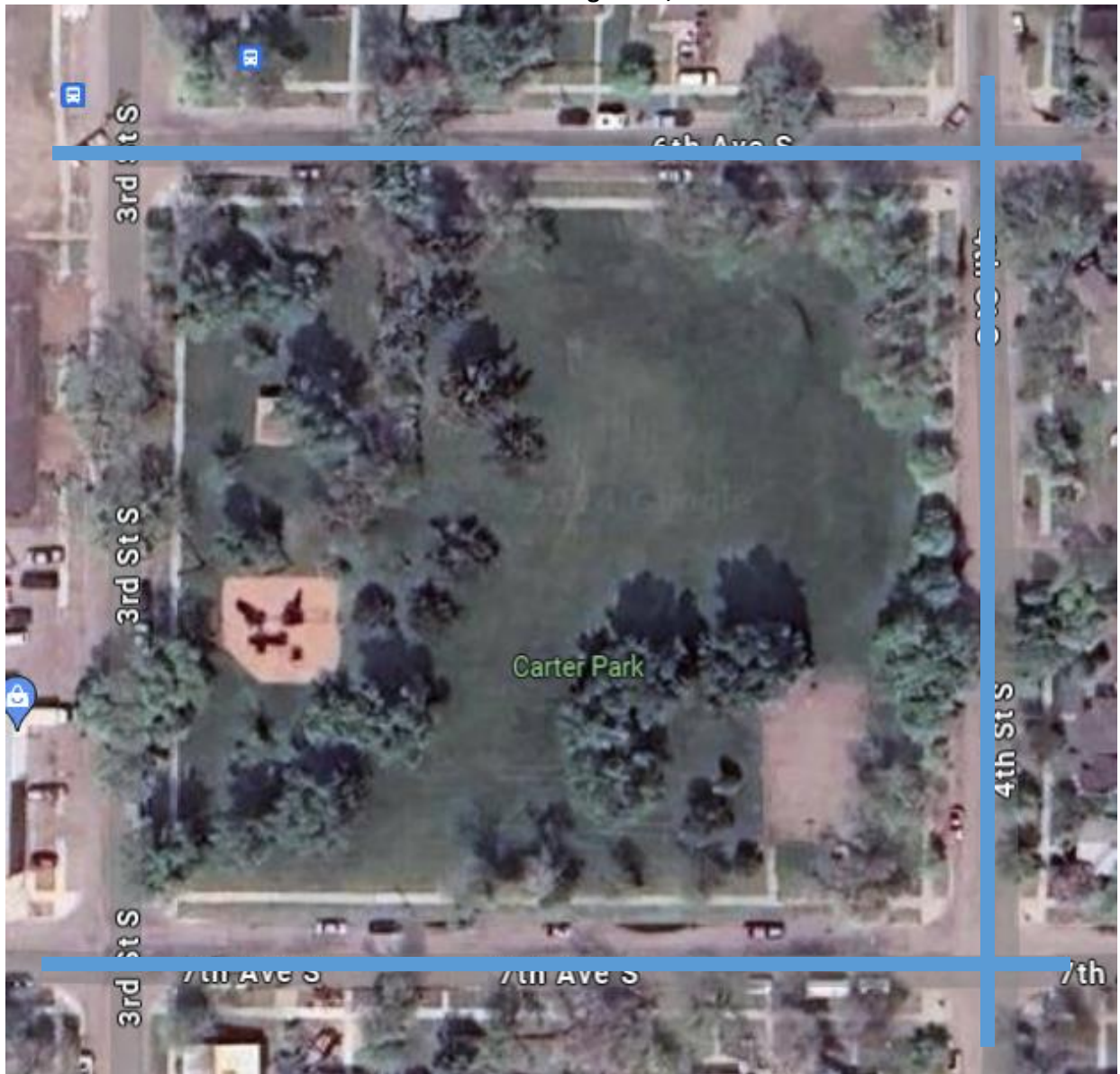
*4th St S, near 7th Ave S*



*Intersection of 4th St S and 7th Ave S facing south*



**PROJECT SUMMARY SHEET:**  
**Carter Park Street Reconstruction, O.F. 1806.4**  
**FY 2026 Capital Improvement Plan**  
**Current as of: August 25, 2025**



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

BID TABULATION BID TABULATION SUMMARY

OF 1806.4 CARTER PARK STREET RECONSTRUCTION

BIDS TAKEN AT CIVIC CENTER

DATE: \_\_\_\_\_  
TABULATED BY: JANNAELLE HOILAND

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	ACKNOWLEDGE ADD. #3	AFFIDAVIT OF NON COLLUSION	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 406-453-7692 SARA@UNITEDMATERIALSGT.COM	X	X	X	N/A	X	X	X	\$721,300.00
2	MONTANA MATERIALS 2209 AIRPORT RD HELENA, MT 59601 406-442-1105 (F) GRANT.HUDSPETH@MTMAT.COM	X	X	X	N/A	X	X	X	\$786,300.00
3	SMITH RIVER CONSTRUCTION, LLC 2109 VAUGHN RD GREAT FALLS, MT 59404 406-781-4898								
4									
5									
6									
7									
8									
9									
10									



Commission Meeting Date: September 16, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Construction Contract Award: Water Treatment Plant Corrosion Control Implementation; OF 1527.9

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Consider and Award Construction Contract

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (award/not award) a construction contract in the amount of \$945,000.00 to MJD Contracting, LLC for the Water Treatment Plant Corrosion Control Implementation and authorize the City Manager to execute the contract documents.”

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

---

**Staff Recommendation:** Approve Construction Contract Award.

**Summary:** The Montana Department of Environmental Quality (DEQ) notified the City of Great Falls on August 11, 2023, that our water treatment is no longer optimized for lead and copper corrosion control under the National Primary Drinking Water Regulation: Lead and Copper Rule Revisions outlined in the Code of Federal Regulations 141.81 (b)(3). This means that tap water lead concentration exceeded acceptable limits at private taps with known lead service lines. DEQ required the City to submit recommendations for optimal corrosion control by March 31, 2024. The City retained Morrison-Maierle (M-M) to perform a Corrosion Control Study and aid in construction project administration. M-M identified a recommended solution to bring the City back into optimal corrosion control status by implementing a new chemical feed to increase the pH of the finished water at the Water Treatment Plant (WTP) by utilizing a 50% caustic and an orthophosphate solution (PO<sub>4</sub>). This less corrosive water, when it reaches private water service lines, will reduce the corrosion of the naturally occurring protective film inside of these private lead service lines.

**Background:**

Significant Impacts:

The DEQ has set a deadline of May 14, 2026, to implement this corrosion control treatment. If the deadline is not met, the City will receive sanctions or fines for non-compliance.

**Workload Impacts:**

Design phase engineering, including plans and specifications, were completed by M-M and City staff. M-M staff and City Staff will also provide construction phase engineering services and project inspection.

**Purpose:**

This project will reduce corrosion of private lead service lines by City water through pH adjustment at the Water Treatment Plant and reinforcing the interior film of service lines with a scale. This is achieved by constructing a new chemical feed at the plant that will introduce a 50% caustic solution and an orthophosphate solution, respectively. The 50% caustic solution will raise the pH to reduce corrosion of private service lines, and the orthophosphate will establish a stable scale on the interior of pipes to physically separate the water from the pipe material. This treatment will also have the added benefit of guarding against pH and alkalinity fluctuations of raw water, as well as addressing concerns with high calcium and dissolved inorganic carbon (DIC) in finished water.

**Project Work Scope:**

See Attachment 1.

**Evaluation and Selection Process:**

This project was advertised July 27<sup>th</sup>, August 3<sup>rd</sup>, August 10<sup>th</sup>, August 17<sup>th</sup>, and August 24<sup>th</sup>, 2025, in the Great Falls Tribune. It was also advertised on the City of Great Falls website under the Bids & RFPs section. Three bids were received on September 3<sup>rd</sup>, 2025, from multiple contractors ranging from \$945,000.00 to \$1,447,756.00. MJD Contracting, LLC submitted the lowest bid of \$945,000.00 and executed all necessary documents. See Attachment 2 for Bid Tabulation and Attachment 3 for detailed recommendation information.

**Conclusion:**

The project will bring the City in compliance with Montana DEQ acceptable levels of lead in private water taps, plumbing, and service lines DEQ governs lead concentrations using the EPA's Lead and Copper Rule. This rule does recommend replacing lead lines but only requires replacement in extreme circumstances. As long as lead service lines continue to exist, the City must implement corrosion control measures to protect the citizens.

**Fiscal Impact:**

Water Utility funds have been programmed in the CIP for this construction project.

**Alternatives:**

The City Commission could vote to deny award of the construction contract and re-bid or cancel the project. This action would result in delaying the project and leading to continued non-compliance, elevated lead levels in private water service lines, and potentially fines or other consequences from Montana DEQ.

**Attachments:**

1. Project Summary Sheet
2. Bid Tabulation
3. Bid Recommendation from M-M



**PROJECT SUMMARY SHEET:**  
**Optimum Corrosion Control Treatment, O.F. 1527.9**  
**FY 2024 Capital Improvement Plan**  
**Current as of: September 3, 2025**

**Description:** Study, design, and construction administration (O.F. 1527.8) of chemical feed equipment to minimize the presence of lead at private water taps. Construction portion under (O.F. 1527.9)

**Justification:** Routine water sampling indicated a difference between highest lead concentration sampled and optimized concentration allowed by DEQ. Sampling took place throughout system and at private taps. High lead concentration was only found at private taps and private plumbing, and the City has no known lead in the municipal water distribution system. The corrosion control strategy is twofold:

1. Adjust the pH to protect the film inside pipes
2. Create a scale to reinforce and/or replace the film inside pipes

Pipes have a film on the inside to separate the water from the pipe material. When this film is corroded, it exposes the pipe to the water, and the water can corrode the pipe itself, leading to contamination.

Adjusting the pH of the water (using a 50% caustic) will reduce the corrosion of the film, and the orthophosphate solution will create a stable scale to replace and reinforce corroded film.

**Scope:** New mechanical equipment, HVAC, Electrical, Piping, and other associated items.

**Added to CIP:** FY2024

**CIP Timeline:** Scheduled to construct in FY26

**Cost:**

- CIP programmed \$58,000/FY24, \$165,000/FY25, \$787,000/FY26
- Current Working Estimate: \$1,010,000
- Professional service agreement with Morrison Maierle \$240,000
- Construction Bid \$770,000
- Awarded Cost: TBD
- Final Cost: TBD

**Funding Source(s):** Water Utility Fund

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

**Planned Construction CY:** Winter 2025

**Current Project Stage (Estimated Completion Date):** Study (winter 2023), Design (summer 2025), Construction (winter 2025), Warranty (winter 2027)

- Design Method: Consultant (Morrison-Maierle)
- Contractor: (TBD)

**Map & Site Pictures:**

**PROJECT SUMMARY SHEET:**  
**Optimum Corrosion Control Treatment, O.F. 1527.9**  
**FY 2024 Capital Improvement Plan**  
**Current as of: September 3, 2025**



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

BID TABULATION SUMMARY

OF 1527.9 GREAT FALLS WATER TREATMENT PLANT CORROSION CONTROL  
IMPLEMENTATION

BIDS TAKEN AT CIVIC CENTER

DATE: 3-SEP-25

TABULATED BY: JANNAELLE HOILAND

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	AFFIDAVIT OF NON COLLUSION	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	CENTRAL PLUMBING & HEATING 3701 RIVER DRIVE NORTH GREAT FALLS, MT 59405 406.761.2557 406.452.9084 FAX TOM.BELNAP@CENTRALPH.COM	X	X	N/A	X	X	X	\$1,447,756.00
2	SLETTEN CONSTRUCTION 1000 25TH ST N STE 4 GREAT FALLS, MT 59401 TPEDERSON@SLETTENINC.COM	X	X	N/A	X	X	X	\$1,246,300.00
3	MJD CONTRACTION LLC 12 PONDEROSA RD CLANCY, MT 59634 MLOGAN@MJDCONTRACTING.COM	X	X	N/A	X	X	X	\$945,000.00
4								
5								
6								
7								
8								
9								
10								

September 3, 2025

EMAILED

Carter Storrusten, EIT  
City of Great Falls  
Public Works Department  
1025 25<sup>th</sup> Avenue NE  
Great Falls, MT 59404

Re: Great Falls Water Treatment Plant Corrosion Control Implementation, O.F 1527.9 –  
Project Award

Dear Carter,

The bid opening for the subject project was conducted on September 3, 2025, with three bids received. Central Plumbing and Heating, MJD Contracting, and Sletten Construction all submitted bids that met the requirements of the bidding documents. There was one math error found with the bid received from Central Plumbing and Heating as shown on the bid tabulation form. However, the error did not affect the overall results of the bid. MJD Contracting submitted the apparent low bid of \$945,000.00. Based on past project experience with the City of Great Falls and additional project experience submitted by MJD Contracting, MJD Contracting is qualified to complete this project. Therefore, it is recommended that MJD Contracting be awarded the Great Falls Water Treatment Plant Corrosion Control Implementation project.

Sincerely,



**Morrison  
Maierle**

*Michael Kynett*

Michael Kynett, P.E.  
Project Manager

Q:\0973\029 Corrosion Control Study\05 Bidding\Bid Award\O.F. 1527.9 Bid Award Recommendation Ltr.docx

*We create solutions that build better communities*



Commission Meeting Date: September 16, 202

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Garrett Parks and Play, Poured-in-Place-Surfacing – Morony Park

**From:** Park and Recreation Department

**Initiated By:** Park and Recreation Department

**Presented By:** Jessica Compton, Interim Director

**Action Requested:** Approve a Construction Agreement with Garrett Parks and Play

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Construction Agreement with Garrett Parks and Play in the amount of \$99,220.00 for Poured-in-Place Surfacing at Morony Park utilizing Community Development Block Grant (CDBG) funds and authorize the City Manager to execute the documents.”

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

---

**Staff Recommendation:**

Approve the Construction Agreement with Garrett Parks and Play for a Poured-in-Place Surfacing for Morony Park using CDBG funding as approved by the City Commission during their meeting on July 1, 2025.

**Summary:**

Park and Recreation has been working to redevelop Morony Park into a new ADA accessible neighborhood park. The long-term vision for the park includes an ADA play system, pavilion, automated irrigation, and a court resurface.

On July 1, 2025 the City Commission approved a CDBG Funding Agreement in the amount of \$194,795 and approved a contract with Grondahl Recreation, Inc for the purchase of an ADA Nucleus Play System. Park and Recreation staff are currently working on the installation of the new structure. This contract will be for the installation of poured-in-place rubberized pathways around the playground.

**Background:**

Morony Park is best known as the former location of the Morony indoor Natatorium, located at 111 12th Street North. The land was part of a land exchange with the Great Falls Water and Power Townsite Company in 1910. The deed restricts the property to be used only for “park purposes”. If the City discontinues use of the property as a park, the deed states the property reverts back to the grantor.

There have been two indoor public pools constructed on the property. The first pool was recommended for closure in October 1963 because of structural deficiencies. The reporting engineer advised that the facility “be abandoned and NOT used for the public” due to significant settling throughout the building. The settling caused walls to shift, the pool to leak, and the foundation to crack.

The second Natatorium was constructed in 1966. In 1967, the facility was dedicated as the only indoor pool owned by the City of Great Falls. In the pool’s 51-year history it has provided patrons of all ages with a variety of programming including therapeutic classes, open swim, rentals and special events.

Much like the history of the first indoor pool, the construction of the second Natatorium had a history of constant repairs and improvements necessary to keep the facility structurally sound and safe, but to no avail. The decision was ultimately made in December 2018 to close the Natatorium, and in December of 2023 the building was demolished.

### **Conclusion**

City Staff recommends that the Commission approve the contract with Garrett Parks and Play, in the amount of \$99,220.00, for the Poured-in-Place Surfacing around the newly installed play structure in Morony Park.

### **Fiscal Impact**

This project is being funded through CDBG Funds, for a total project cost of \$99,220.00, and will help accomplish a portion of the overall plan of Morony Park.

### **Alternatives:**

The City Commission could vote to deny the contract for the Poured-in-Place Surfacing. This alternative is not recommended by staff, as the play structure will need some sort of surfacing around it to make it safely usable. Denial of this contract would result in the inability to complete the project within the scheduled timeline and alternative surface material will need to be identified and procured. This could result in a potential loss of grant funding.

### **Concurrences:**

This project was reviewed and funded by the CDBG committee. It follows their model of supporting community development activities to build stronger and more resilient communities. Park and Recreation and Finance staff, Park and Recreation Advisory Board confirm the project will bring improvement to the park and recommend the contract approval.

### **Attachments/Exhibits:**

Construction Agreement, Exhibit “A” Parks and Play Proposal  
Sole Source Vendor Memorandum



## CONSTRUCTION AGREEMENT

This **Construction Agreement** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403 (“**City**”), and **GARRETT PARKS AND PLAY** the local representative agency for **Miracle Recreation**, a subsidiary of PlayPower, Inc., PO Box 57426, Murray, UT, 84157, (“**Contractor**”).

### Agreement

#### **1. Work to be Performed:**

a. A description of the Construction Project and Contractor’s duties is set forth in the Scope of Work attached as **Exhibit A**.

b. Prior to the commencement of any work on the Construction Project, Contractor’s representatives and City’s representatives shall hold a meeting to establish a working understanding among the parties as to the scope of the Construction Project and duties of the Contractor. At this meeting, Contractor and City shall resolve any outstanding issues related to the plans, designs, drawings, and specifications. If the parties are unable to resolve these issues and the City fails, refuses, or is unable to approve the same, no work shall commence on the Construction Project until such issues are resolved and the City approves the related plans, designs, drawings, and specifications.

c. Except as provided elsewhere in this Agreement, Contractor shall furnish all the labor, materials, equipment, tools, and services necessary to perform and complete the Construction Project.

d. During work on the Construction Project, and as part of the final completion of the Construction Project, Contractor shall clean up the Project site, including the removal and satisfactory disposal of all waste, garbage, excess materials, equipment, temporary buildings, the removal or grading of all embankments made for construction purposes, the filling in of all excavations, and the performance of any other work necessary to restore the site to at least as good order and condition as at the commencement of the Construction Project.

**2. City-Supplied Materials:** City will supply the materials set forth on **Exhibit B** attached hereto. All other materials will be supplied by Contractor.

#### **3. Time of Performance:**

a. Contractor shall begin the Construction Project after receiving a Notice to Proceed from City and shall complete the Construction Project within One-Hundred and Twenty Days (120) days of the starting date stated in the Notice to Proceed. The various phases of the Construction Project shall be completed pursuant to the Construction Schedule attached hereto as **Exhibit C**. Time is of the essence of completion of all work and each phase of the Construction Project.



b. The Construction Schedule is subject to the City's approval. Contractor's construction plan, methods of operation, materials used, and individuals and subcontractors employed (collectively "Contractor's Resources") are subject to the City's approval at all times during the term of this Agreement, and must be such as to ensure the completion of the work in compliance with the deadlines set in the Construction Schedule during the term of this Agreement. In the event the City determines the Contractor's Resources are inadequate to meet the approved Construction Schedule, the City may order the Contractor to accelerate its performance to give reasonable assurances of timely completion and quality results. Acceleration under this section shall not be deemed a Change Order as defined in Section 5b below and the Contractor shall receive no equitable adjustment for such acceleration. Nothing in this section shall be interpreted to relieve the Contractor of its duties and responsibilities to plan for and complete the work in a timely manner according to the Construction Schedule.

#### 4. Compensation:

a. City shall pay to Contractor, and Contractor shall accept as full payment for the performance of this Agreement and the Construction Project, the amount of NINETY-NINE THOUSAND, TWO HUNDRED TWENTY DOLLARS (\$99,220.00), as paid in accordance with **Exhibit D**, Compensation Schedule, attached hereto.

b. If work not included within the original Scope of Work documents is requested by City, such additional work and the related compensation shall be agreed to in writing by both parties prior to commencement of the additional work ("Change Order") pursuant to the Change of Work Specifications set forth on **Exhibit E** attached hereto.

c. Monthly progress payments and final payment will be made only in accordance with the terms of the Compensation Schedule. All invoices must be submitted to the City's Representative as set forth in ¶ 15.

d. City shall retain five percent (5%) of the total amount of compensation to be paid to the Contractor to ensure compliance with the terms and conditions of this Agreement and the timely completion of the Construction Project and any and all "punch list" items ("Retainage Amount"). The Retainage Amount shall be paid to Contractor thirty (30) days after the City's final acceptance of the portion of work for which a separate price is stated in the specifications for the Construction Project.

e. Upon acceptance of final payment and for other good and valuable consideration, Contractor shall release and forever discharge City, its officers, agents, and employees of and from any and all claims, demands, actions, causes of action, obligations, and liabilities of every kind and character whatsoever, in law and in equity, whether now known or in the future discovered, arising from or related to this Agreement or the Construction Project that Contractor may have or assert against City, its officers, agents, and employees.

#### 5. Inspection and Testing:



a. City has the right to inspect and test any and all work performed by Contractor on the Construction Project. Contractor shall allow City and its agents access to the Construction Project at all times and shall provide every reasonable facility for the purpose of such inspection and testing, including temporarily discontinuing portions of the work or uncovering or taking down portions of the finished work.

b. Contractor is exclusively responsible for ensuring that the work contemplated under this Agreement strictly complies with the Agreement terms and conditions, acceptable engineering practices, State requirements, applicable laws and building and safety codes, and other applicable standards.

c. Any City inspections and testing are not an endorsement of the work contemplated under this Agreement. Any inspection and testing performed by the City and its agents is for the sole benefit of the City and shall not relieve the Contractor of its duties, responsibilities, and obligations set forth in this Agreement. City's inspection and testing shall not be deemed or considered acceptance by the City of any portion of the Construction Project. City's inspection and testing shall not serve to nullify, amend, or waive any warranties provided by the Contractor under this Agreement.

d. Contractor shall, without charge, replace any material or correct any work found by the City or its agents to be defective or otherwise not in compliance with the terms and conditions of this Agreement. The determination of defective and non-compliant Work and identification of replacement or repairs necessary to meet the Contract Document requirements shall be made in the City's sole discretion. In the event Contractor fails to replace or correct any defective work or materials after reasonable written notice by the City to do so, the City may take such corrective action, either with its own materials and employees or by retaining any third party to do so, and deduct the cost and expense of such corrective action from the Contractor's compensation.

6. **Partial Utilization of Construction Project:** City shall have the right to use or occupy any portion of the Construction Project that City and Contractor mutually agree is substantially completed and constitutes a separately functioning and usable part of the Construction Project for its intended purpose without significant interference with Contractor's performance of the remaining portions of the Construction Project. In the event City takes possession of any portion of the Construction Project, such possession shall not be deemed an acceptance of the Construction Project, in whole or in part. Contractor shall still be required to conduct any final testing of the portions in the possession of the City. City's use of any portion of the Construction Project shall not be grounds for extensions of any construction deadlines or a change in the Contractor's compensation. Contractor's warranties shall run from the completion of the total Construction Project and not from the date the City may take possession of selected portions of the Construction Project.

7. **Related Work at the Site:** Nothing in this Agreement shall prevent or preclude City, through its own employees or by contract with any third party, from performing other work related to the Construction Project at the construction site; provided such related work is not otherwise addressed in this Agreement and provided such related work does not otherwise interfere with Contractor's performance of this Agreement or the completion of the Construction Project.



Contractor shall afford any City employee, agent or representative, or any third party under contract with the City to perform the related work, proper and safe access to the construction site, a reasonable opportunity for the introduction and storage of materials and equipment, the opportunity to perform the related work, and shall properly coordinate the Contractor's work on the Construction Project with the related work.

**8. Contractor's Warranties:** Contractor represents and warrants as follows:

a. Unless otherwise specified by the terms of this Agreement, all materials and equipment installed by Contractor on the Construction Project must be new and, where not otherwise specified, of the most suitable grade for their intended uses.

b. All workmanship and materials shall be of a kind and nature acceptable to the City.

c. All equipment, materials, and labor provided to, on, or for the Construction Project must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work on the Construction Project and ending two (2) years from the final completion and acceptance by the City of the Construction Project, regardless of whether such equipment, materials, or labor were supplied directly by Contractor or indirectly by Contractor's subcontractors or suppliers. Other express warranties on materials that provide for a warranty period longer than two years apply for the period of that express warranty and are not reduced by this provision. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

d. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

e. Contractor shall prosecute the completion of the Construction Project under the terms of this Agreement and Contractor, or its duly authorized representative assigned to serve as the Construction Project Manager, shall be personally present at the site of the Construction Project during working hours for the term of this Agreement until the completion of the Construction Project.

f. Contractor shall maintain an office at the site of the Construction Project and shall have a complete, accurate, and up-to-date set of construction plans, drawings, and specifications at that office at all times. The office may be a mobile facility or vehicle.

g. Contractor has examined all available records and made field examinations of the site of the Construction Project. Contractor has knowledge of the field conditions to be encountered during the Construction Project. Contractor has knowledge of the types and character



of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

**h.** Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

**i.** All work must be performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss.

**j.** Contractor is responsible for any loss or damage to materials, tools, or other articles used or held for use in the completion of performance of the Construction Project.

**k.** Contractor's performance must be without damage or disruption to any other work or property of the City or of others and without interference with the operation of existing machinery or equipment.

**l.** Title to all work, materials, and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Construction Project or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

**9. Delays and Extensions of Time:** If Contractor's performance of this Agreement is prevented or delayed by any unforeseen cause beyond the control of the Contractor, including acts or omissions of the City, Contractor shall, within ten (10) days of the commencement of any such delay, give the City written notice thereof. Further, Contractor shall, within ten (10) days of the termination of such delay, give the City written notice of the total actual duration of the delay. If the City is provided with these required notices and if the City determines that the cause of the delay was not foreseeable, was beyond the control of the Contractor, and was not a result of the fault or negligence of the Contractor, then the City will determine the total duration of the delay and extend the time for performance of the Agreement accordingly. Unless the delay is caused by the intentional interference of the City with the Contractor's performance, Contractor shall make no claim for damages or any other claim other than for an extension of time as herein provided by reason of any delays. Overtime Costs identified in the Special Provisions are still applicable.

**10. Suspension:**

**a.** The City may, by written notice to the Contractor and at its convenience for any reason, suspend the performance of all or any portion of the work to be performed on the Construction Project ("Notice of Suspension"). The Notice of Suspension shall set forth the time of suspension, if then known to the City. During the period of suspension, Contractor shall use its best efforts to minimize costs associated with the suspension.

**b.** Upon Contractor's receipt of any Notice of Suspension, unless the notice requires otherwise, Contractor shall: **(1)** immediately discontinue work on the date and to the extent specified in the Notice of Suspension; **(2)** place no further orders or subcontracts for materials, services, or equipment; **(3)** upon terms satisfactory to City promptly make every reasonable effort



to obtain suspension of all orders, subcontracts, and rental agreements to the extent that they relate to the performance of the work suspended; and (4) continue to protect and maintain the Project, including those portions on which work has been suspended.

c. As compensation for the suspended work, Contractor will be reimbursed for the following costs, reasonably incurred, without duplication of any item, and to the extent that such costs directly resulted from the suspension: (1) a standby charge paid during the period of suspension which will be sufficient to reasonably compensate Contractor for keeping, to the extent required in the Notice of Suspension, Contractor's organization and equipment committed to the Project in standby status; (2) all reasonably incurred costs for the demobilization of Contractor's and subcontractor's crews and equipment; (3) an equitable amount to reimburse Contractor for the cost to protect and maintain the Project during the period of suspension; and (4) an equitable adjustment in the cost of performing the remaining portion of the work post-suspension if, as a direct result of the suspension, the cost to Contractor of subsequently performing the remaining work on the Construction Project has increased or decreased.

d. Upon receipt of written notice by the City to resume the suspended work ("Notice to Resume Work"), Contractor shall immediately resume performance of the suspended work as to the extent required in the Notice to Resume Work. Any claim by Contractor for time or compensation described in Section 11(c) shall be made within fifteen (15) days after receipt of the Notice to Resume Work and Contractor shall submit a revised Construction Schedule for the City's review and approval. Contractor's failure to timely make such a claim shall result in a waiver of the claim.

e. No compensation described in Section 11(c) shall be paid and no extension of time to complete the Construction Project shall be granted if the suspension results from Contractor's non-compliance with or breach of the terms or requirements of this Agreement.

#### **11. Termination for Contractor's Fault:**

a. If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, the City may, by written notice, terminate this Agreement and the Contractor's right to proceed with all or any part of the Construction Project ("Termination Notice Due to Contractor's Fault"). The City may then take over the Construction Project and complete it, either with its own resources or by re-letting the contract to any other third party, and may immediately take possession of and use such materials, appliances, tools, and equipment as may be on the site and which may be necessary for the completion of the Construction Project.

b. In the event of a termination pursuant to this Section 12, Contractor shall be entitled to payment only for those services that Contractor has actually rendered. In the case of a lump sum or unit price contract, Contractor shall not be entitled to any further payment until the Construction Project has been completed. Upon completion of the Construction Project, if the unpaid balance of the Contractor's compensation exceeds the cost to the City of completing the work, including all costs paid to any subcontractors or third parties retained by the City to complete the Construction Project and all administrative costs resulting from the termination ("City's Cost



for Completion”), such excess shall be paid to the Contractor. If the City’s Cost for Completion exceeds the unpaid balance of the Contractor’s compensation, then Contractor and its sureties shall be liable for and shall pay the difference, plus interest at the rate applicable to court judgments, to the City.

c. Any termination provided for by this Section 12 shall be in addition to any other remedies to which the City may be entitled under the law or at equity.

d. In the event of termination under this Section 12, Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

## **12. Termination for City’s Convenience:**

a. Should conditions arise which, in the sole opinion and discretion of the City, make it advisable to the City to cease work on the Construction Project, City may terminate this Agreement by written notice to Contractor (“Notice of Termination for City’s Convenience”). The termination shall be effective in the manner specified in the Notice of Termination for City’s Convenience and shall be without prejudice to any claims that the City may otherwise have against Contractor.

b. Upon receipt of the Notice of Termination for City’s Convenience, unless otherwise directed in the Notice, the Contractor shall immediately cease work on the Construction Project, discontinue placing orders for materials, supplies, and equipment for the Construction Project, and make every reasonable effort to cancel all existing orders or contracts upon terms satisfactory to the City. Contractor shall do only such work as may be necessary to preserve, protect, and maintain work already completed, in progress, or in transit to the construction site.

c. In the event of a termination pursuant to this Section 13, Contractor is entitled to payment only for those services that Contractor has actually rendered and materials actually purchased or which Contractor has made obligations to purchase on or before the receipt of the Notice of Termination for City’s Convenience, and reasonably incurred costs for demobilization of Contractor’s and any subcontractor’s crews. It is agreed that any materials that City is obligated to purchase from Contractor will remain the City’s sole property.

d. The compensation described in Section 13(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

## **13. Limitation on Contractor’s Damages; Time for Asserting Claim:**

a. In the event of a claim for damages by Contractor under this Agreement, Contractor’s damages shall be limited to contract damages and Contractor hereby expressly waives



any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.

b. In the event Contractor asserts a claim for damages of any kind or nature, Contractor shall provide City with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within ten (10) days of the occurrence of the facts and circumstances giving rise to the claim. In the event Contractor fails to provide such notice, Contractor shall waive all rights to assert such claim.

**14. Representatives:**

a. **City's Representative:** The City's Representative for the purpose of this Agreement shall be **Kevin Vining** or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to City's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, Contractor may direct its communication or submission to other designated City personnel or agents and may receive approvals or authorization from such persons.

b. **Contractor's Representative:** The Contractor's Representative for the purpose of this Agreement shall be **Vern Garrett** or such other individual as Contractor shall designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication shall be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, City may direct its direction or communication to other designated Contractor personnel or agents.

**15. Locating Underground Facilities:** If City personnel assume responsibility for locating any underground facilities, this fact shall be noted in writing prior to commencement of such location work. Otherwise, Contractor shall be solely responsible for obtaining and determining the location of any underground facilities, including but not limited to, the location of any pipelines or utility supply, delivery, or service lines in accordance with the provisions of §69-4-501, et seq., MCA. Contractor shall make every effort to avoid damage to underground facilities and shall be solely responsible for any damage that may occur.

**16. Permits:** Contractor shall provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, and inspections from applicable governmental authorities, pay all fees and charges in connection therewith, and perform all surveys and locations necessary for the timely completion of the Construction Project.

**17. Ownership of Documents; Indemnification:** All plans, designs, drawings, specifications, documents, sample results and data, in whatever medium or format, originated or prepared by or for Contractor in contemplation of, or in the course of, or as a result of this Agreement or work on the Construction Project, shall be promptly furnished to the City ("City



Documents and Information”). All City Documents and Information shall be the exclusive property of the City and shall be deemed to be works-for-hire. Contractor hereby assigns all right, title, and interest in and to the City Documents and Information, including but not limited to, all copyright and patent rights in and to the City Documents and Information. Neither party grants to the other any express or implied licenses under any patents, copyrights, trademarks, or other intellectual property rights, except to the extent necessary to complete its obligations to the other under this Agreement.

**18. Laws and Regulations:** Contractor shall comply fully with all applicable federal, state, and local laws, regulations, and ordinances including, but not limited to, all workers’ compensation laws, all environmental laws including, but not limited to, the generation and disposal of hazardous waste and storm water discharge, the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination, and utilization of minority and small business statutes and regulations.

**19. Non-discrimination in Hiring:** All hiring by Contractor and subcontractors of persons performing work for Contractor will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law. The Contractor shall require these nondiscrimination terms of its subcontractors providing services under this Agreement.

**20. Intoxicants; DOT Drug and Alcohol Regulations:** Contractor shall not permit or allow the introduction or use of any intoxicants, including alcohol or illegal drugs, upon the site of the Construction Project. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.

**21. Labor Relations:**

a. Contractor shall post a legible statement of all wages and fringe benefits to be paid to the Contractor’s employees and the frequency of such payments (i.e., hourly wage employees shall be paid weekly). Such posting shall be made in a prominent and accessible location at the site of the Construction Project and shall be made no later than the first day of work. Such posting shall be removed only upon the final completion of the Construction Project and the termination of this Agreement.

b. As required by §18-2-403, MCA, in performing the terms and conditions of this Agreement and the work on the Construction Project, Contractor shall give preference to the employment of bona fide residents of Montana, as such term is defined by §18-2-401(1), MCA, and the Administrative Rules of Montana, including but not limited to A.R.M. 24.17.147, obliging Contractor to hire 50% bona fide Montana residents, excluding projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law. When making assignments of work, Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.



c. Pursuant to §§18-2-403 and 18-2-422, MCA, Contractor shall pay wages, benefits, and expenses as set forth on **Exhibit F**, Contractor's Rates of Wages, Benefits, and Expenses, attached hereto. Contractor shall pay all hourly wage employees on a weekly basis. Violation of the requirements set forth on **Exhibit F** may subject the Contractor to the penalties set forth in §18-2-407, MCA. Contractor shall maintain payroll records and, upon City's request, provide certified copies to the City. Contractor shall maintain such payroll records during the term of this Agreement, the course of the work on the Construction Project, and for a period of three (3) years following the date of final completion of the Construction Project and termination of this Agreement.

d. In the event that, during the term of this Agreement and throughout the course of Contractor's performance of the Construction Project, any labor problems or disputes of any type arise or materialize which in turn cause any work on the Construction Project to cease for any period of time, Contractor specifically agrees to take immediate steps, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. The specific steps Contractor shall take to resume work on the Construction Project shall be left to the discretion of Contractor; provided, however, that Contractor shall bear all costs of any related legal action. Contractor shall provide immediate relief to the City so as to permit the work on the Construction Project to resume and be completed within the time frames set forth in the Construction Schedule at no additional cost to City.

e. Contractor shall indemnify, defend, and hold the City harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring in connection with any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes.

## **22. Subcontractors:**

a. Contractor may employ subcontractors for any work on the Construction Project. Contractor shall provide City with a list of all subcontractors employed and require that all subcontractors are appropriately licensed to work in the City of Great Falls.

b. Contractor remains fully responsible for the acts and omissions of any subcontractor, just as Contractor is for its own acts and omissions, and Contractor shall remain fully responsible and liable for the timely completion of the Construction Project.

c. Contractor is solely liable for any and all payments to subcontractors. Contractor shall hold all payments received from the City in trust for the benefit of subcontractors, and all such payments shall be used to satisfy obligations of the Construction Project before being used for any other purpose. Contractor shall make any payments due to any subcontractor within seven (7) days of Contractor's receipt of payment, including a proportional part of the retainage Contractor has received from the City. In the event of a dispute regarding any subcontractor's invoice, Contractor shall promptly pay the undisputed amount to the subcontractor and notify the subcontractor in writing of the amount in dispute and the reasons for the dispute. Any withholding of payment must comply with the requirements of §28-2-2103, MCA. In the event Contractor is



unwilling or unable to make timely and proper payment to any subcontractor, City may elect to withhold any payment otherwise due to Contractor and upon seven (7) days' written notice to Contractor, may pay subcontractor by direct or joint payment.

**23. Indebtedness and Liens:** Before City may make any final payment to Contractor, Contractor shall furnish City with satisfactory proof that there are no outstanding debts or liens in connection with the Construction Project. If the Contractor allows any indebtedness to accrue to subcontractors or others during the progress of the work, and fails to pay or discharge the same within five (5) days after demand, then City may either withhold any money due to Contractor until such indebtedness is paid or apply the same toward the discharge of the indebtedness. If any lien or claim is filed or made by any subcontractor, material supplier, or any other person, the Contractor shall immediately notify the City and shall cause the same to be discharged of record within thirty (30) days after its filing.

**24. Hazard Communication:** Contractor shall comply with all hazard communication requirements dictated by the Environmental Protection Agency, the Montana Departments of Environmental Quality and Agriculture, OSHA, Hazard Communications Standard, 29 CFR 1910.1200, and applicable City ordinances. Contractor shall supply a chemical list, the associated safety data sheets (SDS), and other pertinent health exposure data for chemicals that the Contractor's, subcontractor's or the City's employees may be exposed to while working on City property during the course of the Construction Project. One copy of this documentation must be delivered to City to the attention of the City's Representative. This documentation must be delivered before work involving these chemicals may commence.

**25. Accounts and Records:** Except as provided to the contrary herein, during the term of this Agreement and for two (2) years following the City's final acceptance of the Construction Project, Contractor shall maintain accounts and records related to the Construction Project. Upon reasonable notice, City shall have the right to inspect all such accounts and records, including but not limited to, Contractor's records, books, correspondence, instructions, drawings, specifications, field and site notes, receipts, invoices, bills, contracts, or other documents relating to the Construction Project.

**26. Indemnification; Insurance; Bonds:**

a. Contractor agrees to release, defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of and expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from or suffered by the City occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of the Contractor; (ii) any negligent, reckless, or intentional misconduct of any of the Contractor's agents; or (iii) the negligent, reckless, or intentional misconduct of any other third party.



b. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s).

c. Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City.

d. Should any indemnitee described herein be required to bring an action against the Contractor to assert its right to defense or indemnification under this Agreement or under the Contractor's applicable insurance policies required below the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the Contractor was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.

e. In the event of an action filed against City resulting from the City's performance under this Agreement, the City may elect to represent itself and incur all costs and expenses of suit.

f. Contractor also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA.

g. These obligations shall survive termination of this Agreement and the services performed hereunder.

h. In addition to and independent from the above, Contractor shall at Contractor's expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by the Contractor in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by the Contractor in subsection (a) of this Section. The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the City without limit and without regard to the cause therefore and which is acceptable to the City and Contractor shall furnish to the City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as shown on Exhibit G.

i. Contractor shall maintain those insurances as may be required by City as set forth on The attached **Exhibit G**, Required Insurance Coverage, and Contractor shall provide City with proof of such insurance coverage within ten (10) days following execution of this Agreement and at least annually thereafter during the term of the Project. Contractor shall notify City thirty (30) days prior to the expiration of any such required insurance coverage and shall ensure such required insurance coverage is timely renewed during the term of this Agreement so that there is no lapse



in coverage during Contractor's performance of this Agreement. Contractor shall further notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason. Each required insurance coverage must name the City and its representatives, including but not limited to the architect and engineer, as additional insureds using a substantially similar or identical to the Additional Insured Endorsement example as set forth in **Exhibit G**.

j. Contractor shall maintain those security guarantees set forth on the attached **Exhibit H, Required Bonds**.

27. **Taxes**: Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings. Contractor understands that all contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars (\$80,000) or more. This license fee is paid to the Montana Department of Revenue.

28. **Dispute Resolution**:

a. Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions.

b. If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute shall be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

29. **Survival**: Contractor's indemnification and warranty obligations shall survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

30. **Headings**: The headings used in this Agreement are for convenience only and are not to be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

31. **Waiver**: A waiver by City of any default or breach by Contractor of any covenants, terms, or conditions of this Agreement does not limit City's right to enforce such covenants, terms, or conditions or to pursue City's rights in the event of any subsequent default or breach.

32. **Severability**: If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.

33. **Applicable Law**: The parties agree that this Agreement is governed in all respects by the laws of the State of Montana and the parties expressly agree that venue will be in Cascade County, Montana, and no other venue.

34. **Binding Effect**: This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

35. **Amendments**: This Agreement may not be modified, amended, or changed in any respect except by a written document signed by all parties.

36. **No Third-Party Beneficiary**: This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.

37. **Counterparts**: This Agreement may be executed in counterparts, which together constitute one instrument.

38. **Assignment**: Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. No assignment will relieve Contractor of its responsibility for the performance of the Agreement and the completion of the Construction Project. Contractor may not assign to any third party other than Contractor's subcontractors on the Construction Project, the right to receive monies due from City without the prior written consent of City.

39. **Authority**: Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to sign this Agreement.

40. **Independent Contractor**: The parties agree and acknowledge that in the performance of this Agreement and the completion of the Construction Project, Contractor shall render services as an independent contractor and not as the agent, representative, subcontractor, or employee of the City. The parties further agree that all individuals and companies retained by Contractor at all times will be considered the agents, employees, or independent contractors of Contractor and at no time will they be the employees, agents, or representatives of the City. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

41. **Agreement Documents**: All work on the Construction Project shall be performed by Contractor in accordance with all of the terms and conditions of this Agreement, the Instructions to Bidders, Special Provisions, and all Exhibits attached hereto, which Exhibits consist of the following documents and are incorporated herein by this reference:

- Exhibit A: Scope of Work
- Exhibit B: City Supplied Materials
- Exhibit C: Construction Schedule
- Exhibit D: Compensation Schedule
- Exhibit E: Change of Work Specifications



Exhibit F: Contractor's Rates of Wages, Benefits, and Expenses  
 Exhibit G: Required Insurance Coverage  
 Exhibit H: Required Bonds

**42. Integration:** This Agreement and all Exhibits attached hereto constitute the entire agreement of the parties. Covenants or representations not contained therein or made a part thereof by reference, are not binding upon the parties. There are no understandings between the parties other than as set forth in this Agreement. All communications, either verbal or written, made prior to the date of this Agreement are hereby abrogated and withdrawn unless specifically made a part of this Agreement by reference.

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

**CITY OF GREAT FALLS, MONTANA**

**CONTRACTOR:  
 GARRETT PARKS AND PLAY**

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

By: Vern Garrett  
 Print Name: VERN GARRETT  
 Print Title: PRESIDENT  
 Date: 7/29/25

**ATTEST:**

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

(SEAL OF THE CITY)

**\* APPROVED AS TO FORM:**

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

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

**Exhibit A****Scope of Work**

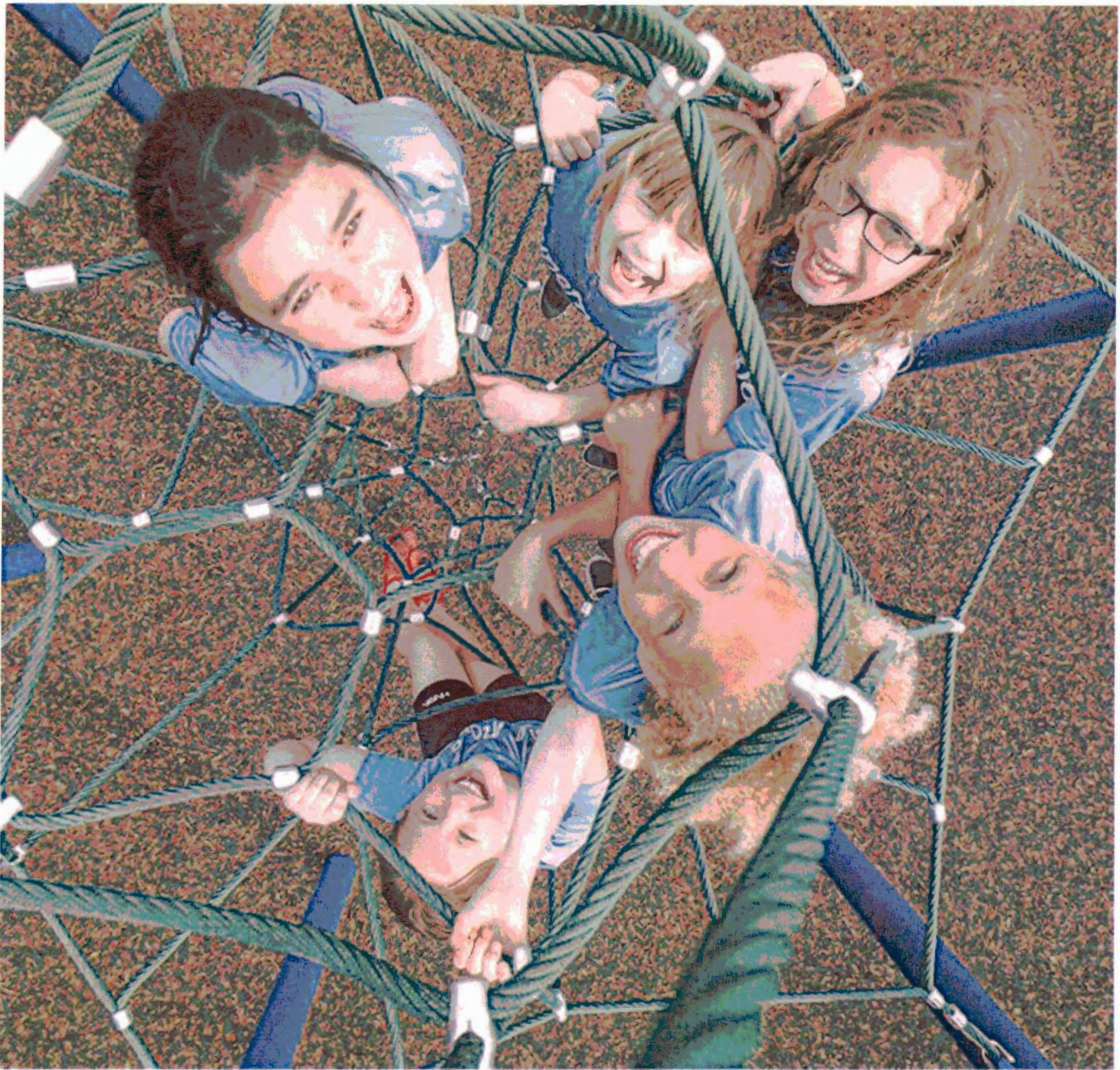
Attached.

This Agreement is included within the Project Manual and all other portions of the Project Manual are hereby incorporated within this Agreement by this reference. If there are inconsistencies or conflicts between any provision of this Agreement and other parts of the Project Manual, the Agreement prevails and is given greater weight in reconciling the conflicts.



EXHIBIT A

**garrett**  
PARKS+PLAY™



**Proposal for Great Falls-Inclusive Playground**  
24339-5-1





# Estimate 24339-5-1

<b>Ship To</b>	<b>Date</b>	4/3/2025
City of Great Falls	<b>Expires</b>	5/3/2025
Kevin Vining, kvining@greatfallsmt.net	<b>Salesperson</b>	Jordon LeBaron
1700 River Dr N #1327		
Great Falls, MT 59401		

## Site

## Project Name

Great Falls-Inclusive Playground

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Poured-in-Place Surfacing	3600 SF Poured in Place Rubber, 50% Black, 50% Standard Color, Installed (8' Critical Fall Height - 3.5" depth, flush to concrete border edge) Includes compacted stone base prep. Does NOT include general site prep (drainage, excavation, etc).	1.00	\$99,220.00	\$99,220.00

<b>Subtotal</b>	\$99,220.00
<b>Sales Tax (0.00%)</b>	\$0.00





*Site preparation, excavation and/or removal of existing equipment is not included unless specified in the above line items and the Scope of Work below.*

*NASPO Contract # PA 4281  
Sourcewell Contract # 010521-LTS-8*

TOTAL		\$99,220.00
-------	--	-------------

Required Deposit (applies to estimates of \$20,000 or more only)	\$24,805.00
--	-------------



## Notice to Proceed / Terms and Conditions

By signing this Estimate and paying the deposit (if required) you authorize Garrett Parks and Play to order the product(s) requested and/or begin site work on your project. **Work cannot begin and orders cannot be placed until a signed Estimate and deposit (if required) has been received.**

Please send the signed estimate to [orders@garrettplay.com](mailto:orders@garrettplay.com).

Payment may be made in the form of a check sent to **Garrett Parks and Play, PO Box 57426, Murray, UT 84157**, a Quickbooks ACH transfer, or via credit card (will require a 3% processing fee).

### Scope of Work

#### Products

We represent many different high-quality recreation equipment vendors and strive to offer you the best selection possible. We will do our best to accommodate any reasonable requests, but keep in mind that any changes to this Estimate after it has been approved and the product and/or services have been ordered may result in additional charges and/or Change Orders. Please send any product condition concerns or warranty claims to [support@garrettplay.com](mailto:support@garrettplay.com).

#### Freight

All quotes include freight FOB Great Falls unless otherwise noted. After 5/3/2025 this Estimate expires and so do the associated rates. This is because freight rates provided by carriers change frequently and are only guaranteed for a limited amount of time.

#### Permits

Unless otherwise stated in this Estimate, you will be responsible for obtaining and paying for all necessary permits, licenses, and any other instruments required to perform the services included in your Estimate. Garrett Parks and Play will fully cooperate with you in the obtaining of any permits and licenses, as necessary.

#### Offloading

Garrett Parks and Play offers additional offloading services dependent on geographic location and project size. If you feel you will need this service, please contact us at time of order to see if it is offered in your area. Not all projects will qualify, so please make sure to have at least enough help available to get the equipment off the truck(s).

#### Installation

If specified in the above Scope of Work, Garrett Parks and Play will install your products according to project specifications contained in this Estimate and all manufacturers' requirements. All materials needed to complete installation are included in this price. Any changes to your specifications after your Estimate has been signed may result in Change Order(s). Our installation price is based on typical site conditions. By signing this Estimate you agree and acknowledge that if issues arise with installation due to atypical site conditions, including but not limited to buried utility lines, caliche, high water tables, reinforced concrete, etc., the cost to perform this work will increase and will result in Change Order(s).

#### Warranty Labor

Any equipment purchased as a result of a warranty claim will be installed free of charge if the age of



the original equipment is less than 1 (one) year. If it is more than 1 (one) year old, you agree and acknowledge that you are responsible for any costs associated with the replacement of the damaged equipment and that Garrett Parks and Play will not provide this service unless explicitly stated in your Estimate.

#### Demolition

If specified in your Estimate, Garrett Parks and Play will demolish your old recreational products according to project specifications contained in this Estimate. Any changes to your specifications after your Estimate has been signed may result in Change Order(s). Our demolition price is based on typical site conditions. By signing this Estimate you agree and acknowledge that if issues arise with demolition due to atypical site conditions, including but not limited to buried utility lines, caliche, high water tables, concrete, etc., the cost to perform this work will increase and may result in Change Order(s).

#### Site Work

If specified in your Estimate, Garrett Parks and Play will complete all site work in accordance with the plans, specifications and all applicable laws and regulations. Any changes to specifications required to complete the project after receipt of a signed Estimate may result in Change Order(s).

#### Playground Post-installation Safety Inspection

At your request, the equipment installed as part of this Estimate can be inspected by a third party inspector after work has been finished to ensure it has been completed according to manufacturer's recommendations and current safety standards. The cost for this service varies on the size of the project and will generate a Change Order or additional invoice if not included in this Estimate.

#### Standalone Playground Safety Audit

If specified in your Estimate, a third party Certified Playground Safety Inspector (CPSI) will perform a safety audit on playground equipment to identify compliant and non-compliant conditions using probes and gauges to rate playground conditions against current safety standards and guidelines. The audit document will contain hazard priority ratings for all compliant and non-compliant conditions based on predictable results (possibility, probability, and consequence) and provide a basis for these findings. It will also establish repair, removal, and replacement priorities based on the potential for injury to ensure non-compliant conditions are clear and can be corrected in a timely manner.

#### Invoicing

Garrett Parks and Play uses progress invoicing to ensure our vendors are paid in a timely manner. Please provide an Accounts Payable contact below to make sure these invoices are delivered to the correct person.

AP Contact \_\_\_\_\_

AP Email \_\_\_\_\_

#### Late Charges

Payments received 30 or more days after the terms of your invoice are subject to a late fee of 5% of your outstanding balance.





**Acceptance**

You acknowledge that by signing this Estimate and submitting your deposit, you are notifying Garrett Parks and Play to proceed with their project and that the Terms and Conditions of this Estimate have been read and understood.

By

Name

Date

---

---

---

# Poured-In-Place (PIP) Surfacing Color Chart

## Standard Color Blends



50% Tan 50% Black



50% Terra Cotta 50% Black



50% Green 50% Black



50% Blue 50% Black

## Available Colors



Terra Cotta



Orange



Yellow



Gold



Brown



Tan



Light Green



Green



Teal



Purple



Light Blue



Blue



**No Fault® Surfaces**  
6750 Exchequer Drive  
Baton Rouge, LA 70809  
1.800.232.7766  
nofault.com



### DISCLAIMER:

The colors as shown will not be an exact match to the product in the field.

Tracking # \_\_\_\_\_

# CITY OF GREAT FALLS

## REQUEST FOR SOLE SOURCE

DATE: 4/7/2025 DEPARTMENT: Park and RecreationREQUESTOR: Jessica Compton PHONE NUMBER: 406-791-8981BUSINESS NAME: Garrett Parks+playCONTACT: Garrett Parks PHONE NUMBER: 801-265-8443EMAIL ADDRESS: ORDERS@GARRETTPLAY.COMADDRESS: PO Box 57416CITY: Murray STATE: UT ZIP CODE: 84157**SOLE SOURCE REQUEST PURPOSE:**

To purchase pour in place material for accessibility to new playground in Morony Park.

**SOLE SOURCE JUSTIFICATION:**

The company is in sourcwell and provided a competitive bid for pour in place surfacing to ensure accessibility to a ADA accessible playground.

**Special Cases for Sole Source Purchases:**

Bids or quotes are not required where it is in the best interest of the City to maintain a compatible and/or reliable system provided by a single vendor or professional. The sole source form must be provided to the Finance Department for approval prior to purchase.

a. These requirements for purchases of supplies/equipment and services over \$80,000 may be waived by the City Manager. Approval must be documented and obtained PRIOR to purchase.

b. The above applies where:

i. There is only one source for the supply or service of the item ( i.e. a vendor's warranty service, exclusive vendor required maintenance agreements), or

ii. Only one source is acceptable or suitable for the supply or service item, or

iii. The supply or service must be compatible with current supplies or services, or

iv. A collective bargaining agreement or other contract requires the utilization or employment of a specific good or professional.

c. Where state and local law require a good or service to be provided by a specific entity (Election Administration, Detention Center Fees, etc.), quotes are not required.

SIGNATURE

Jessica Compton

PRINT NAME

Deputy Director

4/7/2025

TITLE

DATE





Commission Meeting Date: September 16, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Set Public Hearing for October 7, 2025, on Resolution 10603 to consider a request to expend an additional \$382,690.00 in Downtown Urban Renewal District Tax Increment Financing funds for the Mansfield Theater Ceiling Repair, Theater Seat Replacement, and Civic Center Elevator repair projects.

**From:** Tom Hazen, Grant and Project Administrator, Finance Department

**Initiated By:** Tom Hazen, Grant and Project Administrator, Finance Department

**Presented By:** Tom Hazen, Grant and Project Administrator, Finance Department

**Action Requested:** City Commission set public hearing on Resolution 10603 for October 7, 2025.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) Resolution 10603 for a public hearing on October 7, 2025.”

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

**Staff Recommendation:** Staff Recommends the City Commission set a public hearing for October 7<sup>th</sup>, 2025.

**Summary:** The City requests an additional allowance of \$382,690.00 in Tax Increment Financing (“TIF”) dollars to complete two projects that will invest in the Great Falls Civic Center (“the Civic Center”). These projects are being undertaken to revitalize and preserve the historic Mansfield Theater (“The Mansfield”). These projects are also being funded through State Funds allocated to the City of Great Falls (“The City”). The City is requesting TIF funds to serve, simultaneously, as match and “last mile” financing.

**Background:** The City requested \$400,000.00 TIF dollars in August 2024 to match State Local Infrastructure Partnership Act (SLIPA) and Montana Historic Preservation Act (MHPA) grants. These awards are funding the Mansfield Theater Seat Replacement and Ceiling preservation projects. A separate project, the completed Civic Center Elevator upgrades, was also funded with SLIPA and TIF dollars.

The Seat project was estimated to cost \$611,500.00 at that time, the Ceiling \$397,300.00, and the Elevator \$120,000.00 for a total of \$1,128,800. The City requested, and received, \$487,500.00 for the Mansfield seats and \$80,000.00 for the Elevator from SLIPA. The City also received a \$250,000.00 MHPG award. Combined the City has secured \$827,500.00 for these projects from grants and \$400,000.00 from the TIF for a total funding package of \$1,227,500.00.

Unfortunately, when the bids were opened the original estimates proved inaccurate. The winning (i.e. lowest) bid for the Theater Seats came in at \$1,007,190.00, the Ceiling \$445,000.00, and the Elevator \$158,000.00 for a total cost of \$1,610,190.00. Meaning the City was now short \$382,690.00. In response, City staff undertook fundraising efforts. Staff prepared fundraising packets with tiered donation levels to present to potential donors. Staff met with the Mansfield Board and the Great Falls Symphony Foundation to secure endorsements and support. Direct contact was made to large corporate and individual donors in Great Falls. Presentations were made directly to several bodies and one on one conversations were had with major individual donors. Unfortunately, none of these parties were willing to donate.

The City has a significant interest in completing these projects. The Seat Replacement and Ceiling Preservation projects are the two largest capital investments in the Historic Mansfield Theater in the eighty-five-year history of this installation. These projects will inject new potential into the space and preserve its functionality for decades to come. Additionally, the increased operational quality of the theater will benefit downtown businesses. The acquisition of the SLIPA and MHPG funds offer a unique opportunity to the City that is unlikely to present itself again. With these facts in mind, the City is now requesting an additional \$382,690.00 in TIF funding. If approved this would bring the total TIF allocation awarded to the Civic Center preservation projects to \$782,690.00.

**Eligibility:** Montana Code Annotated §7-15-4288 authorizes the use of TIF funds for the improvement of publicly owned buildings located within a designated urban renewal area. The Civic Center is included in the Great Falls Downtown Urban Renewal District. Activities in the District are authorized by the Amended Downtown Renewal District Plan. The Plan, under Aesthetics Strategy Number 7 (“Actively Pursue the preservation and rehabilitation of the Civic Center”), Goal b, calls for the completion of “preservation projects within the Mansfield Center for the Performing Arts including but not limited to seat and architectural feature renovations” (p.12). Further, the State has confirmed that TIF funds are eligible sources of matching funds for SLIPA and the Montana Historic Preservation Grant programs. Finally, the proposal has been reviewed and approved by Dorsey & Whitney, the City’s outside TIF counsel.

**Fiscal Impact:** An additional allowance of \$382,690.00 in TIF funds will allow the City to cover the remaining reasonably anticipated costs without diverting General Fund dollars from existing City budgets.

**Alternatives:** Reject – the City will need to identify alternative funding sources to cover the remaining costs of the Civic Center projects.

**Concurrences:** Planning and Community Development, Events.

**Attachments/Exhibits:**

- Resolution 10603

# RESOLUTION 10603

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, APPROVING A REQUEST TO EXPEND AN ADDITIONAL \$382,690.00 IN FUNDS FROM THE DOWNTOWN URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT TOWARDS THE CIVIC CENTER THEATER CEILING REPAIR, THEATER SEAT REPLACEMENT, AND ELEVATOR REPAIR PROJECTS.

\* \* \* \* \*

**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

**WHEREAS**, the City Commission, pursuant to Ordinance No. 3088, duly adopted the Downtown Urban Renewal Plan containing a tax increment provision on May 15, 2012 after a duly called and noticed public hearing, and pursuant to Ordinance 3222, adopted a revision to the Downtown Urban Renewal Plan on October 6, 2020; 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 Core; and

**WHEREAS**, the Civic Center is the “Crown Jewel” of the Downtown Urban Renewal Tax Increment Financing District; and

**WHEREAS**, there is a need for the renovations of the Civic Center to remedy deficiencies, that includes the theater ceiling repair, theater seat replacement, and elevator repairs; and

**WHEREAS**, the Mansfield Theater Seat Replacement Project was estimated to cost \$611,500.00, the Mansfield Theater Ceiling \$397,300.00, and the Civic Center Elevator \$120,000.00; and

**WHEREAS**, the City of Great Falls was awarded a State Local Infrastructure Partnership Act (SLIPA) award of \$487,500.00 for the Mansfield Theater Seat Replacement Project, a \$250,000.00 Montana Historic Preservation Grant for the Mansfield Theater Ceiling Project, and \$90,000.00 in SLIPA funds for the Civic Center Theater Project; and

**WHEREAS**, on August 6<sup>th</sup>, 2024, the City Commission of the City of Great Falls adopted Resolution 10561 approving \$400,000.00 in funds from the Downtown TIF to be expended on the Civic Center Theater Repair, Theater Seating, and Elevator Repairs projects; and

**WHEREAS**, the City of Great Falls had collected a total \$1,227,500.00 for the Civic Center projects; and

**WHEREAS**, after conducting a bid process, a \$1,007,190.00 contract was awarded to replace the Mansfield Seats, a \$445,000.00 contract to repair the Mansfield Ceiling, and \$158,000.00 contract to repair the Civic Center Elevator; and

**WHEREAS**, the final commitment to complete the Civic Center projects equaled \$1,610,190.00; and

**WHEREAS**, the City of Great Falls submitted a request to the Downtown Development Partnership for an increase of \$382,690.00 to the original TIF authorization; and

**WHEREAS**, on August 25<sup>th</sup>, 2025, the Downtown Development Partnership voted in support and recommended approval of the City of Great Falls request for additional funding, in accordance with the City Commission approved process; and

**WHEREAS**, City Staff has assessed the merits of the projects in relation to the goals and objectives of the Amended and Restated Downtown Urban Renewal Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of additional TIF funds in the total amount of \$382,690.00 for the proposed project is eligible and appropriate.



**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Great Falls, Montana, that the City of Great Falls Finance Department Application for use of Downtown Urban Renewal Tax Increment Financing District funds is approved in the amount of \$382,690.00 for the purpose of paying for the above-referenced Civic Center repair projects.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, October 7, 2025.

---

Cory Reeves, Mayor

ATTEST:

---

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

---

David Dennis, City Attorney



Commission Meeting Date: September 16, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Authority to Approve a Revised and Extend Electric Supply Contract

**From:** Greg Doyon, City Manager

**Initiated By:** Greg Doyon, City Manager

**Presented By:** Greg Doyon, City Manager, Melissa Kinzler, Finance Director, Jim Morin, PowerGas Corporation

**Action Requested:** Authorize the City Manager to approve an electric supply contract when and if the energy market becomes more favorable over the next month.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (authorize/not authorize) the City Manager, for a period of up to 30 days, to execute the necessary supply agreements with Guzman Energy for electricity supply to the City of Great Falls, contingent upon the consultant’s recommendation of a competitive rate and receipt of a formal proposal, and to extend the agreement period through June 30, 2030.”

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

**Summary:** The City of Great Falls previously approved an electric supply contract with Guzman Energy. The initial contract with Guzman was approved by the City Commission on April 16, 2024 for a two-year period from November 1, 2024, thru December 31, 2026.

The current proposal asks the City Commission to authorize the City Manager to amend the City’s current electric supply contract with Guzman Energy potentially during the next 30-days. The City has previously performed “blend and extend” agreements with energy companies as it has the ability to purchase its supplies directly from the open market. Extending an energy supply contract provides three benefits: 1) predictability 2) rate stability 3) potential savings from the default supplier.

The motion above gives the City Manager the authority to execute a blend and extend agreement with Guzman when the City receives a revised and firm competitive proposal on electric rates. The City Manager will not sign the agreement unless it meets consultant recommendations and provides rate predictability, stability, and savings over the term of the extended agreement. While the consultant has received indicative rates in the past two attempts, the market changed rapidly while the City Manager awaited approval to extend the contract. Over the last two attempts to consider a blend and extend, market rates were not competitive. This motion gives the City Manager authority for 30 days to execute a revised

agreement when market rates are more favorable, without the need to schedule Commission action on the agreement.

**Background:** During the City Commission meeting on June 17, 2025, Manager Doyon presented a proposal to “blend and extend” the current contract with Guzman Energy. The Commission authorized the City Manager to execute necessary supply agreements with Guzman Energy for electricity supply to the City of Great Falls and extend the agreement period by three years, based on the indicative pricing rates. After receiving the firm proposal from Guzman Energy, Jim Morin with PowerGas Corporation determined the rates were not favorable for the City to execute the agreement at that time.

Mr. Morin is forecasting favorable energy pricing trends: the cost of electricity dropped 44% over the past three years from \$120/MWh in October 2022 to \$74.75/MWh in November 2024. City electricity usage increased modestly (approx. 3.8% year-over-year for 2024), while costs rose just 0.4%, and natural gas costs dropped over 22% despite modest usage shifts.

As the City’s power contract with Guzman Energy is set to expire in December 2026, Mr. Morin noted that staff are already evaluating options for a “blend and extend” or early contract extension. This strategy would allow the City to lock in favorable rates while continuing to capitalize on Guzman’s increasingly renewable portfolio and avoid market volatility. A blend and extend contract could also protect the City from regulatory lock-in that would occur if it transitioned to NorthWestern Energy.

At the Commission’s September 2, 2025 regular meeting, it again authorized the City Manager to receive, consider and agree to a revised electric rate; however, no proposal was received by Guzman because rates shifted again, in an unfavorable manner for the City.

**Evaluation and Selection Process:** The City’s energy consultant continues to receive indicative energy rates from Guzman. When the market timing is best, the consultants will receive another proposal for consideration.

During the last effort, market dynamics for power prices showed changes that were advantageous to the City. The transactional number could be near the \$69 range extended from October 1 2025 to June of 2028 or slightly lower. Its possible depending of course on the markets but if that number holds, the City could realize nearly a \$6 reduction in their current price of \$74.75. But, the market rapidly shifted and the City was unable to secure a more competitive rate.

**Energy Rate Outlook and Contract Strategy:** The City’s energy consultant provided an update to staff on current market conditions and options for securing future power pricing. Right now, the electricity market is holding steady at about \$69-70 per megawatt-hour — a relatively low rate that may not last long. The blend and extend is a potential opportunity lock in a new long-term contract. This would secure stable pricing over a 3- to 5-year term and protect the City from future cost increases.

On a net delivered energy basis, due to the large increase in NorthWestern's commodity rate from \$71.72/MWh to \$81.62/MWh and the estimated reduction from Guzman for the 15 months of savings from \$74.75 /MWh to an estimated \$69.00/MWh there is a \$300,000 price variance between the utility and third party supply and actual hard dollar savings on the existing contract in excess of \$140,000 for the 15 months where contract pricing was reduced by blend and extend.

Current comparisons show that the City’s energy supply rate is slightly better than the regulated utility’s rate. However, transmission costs — the fees charged to move electricity across the grid — are higher for

the City because of how those rates are calculated on the open market. Even so, locking in a rate at or near the current \$69 price could allow the City's total electric rate to match or even beat the utility's standard rates over time, especially if utility prices continue to rise.

**Fiscal Impact:** Staff recommends approval of the blend and extend proposal. The City is seeking additional energy savings – potentially up to \$140,000 for the term, but more importantly, the extension provides the City with 1) predictability, 2) rate stability, and 3) potential savings from the default supplier. The energy market is dynamics and shifts frequently.

In following with past proposal from the June 17<sup>th</sup> meeting and September 2, 2025 meetings, if the Actual MW rate to be determined is within indicative range, the City Manager will execute the extension, if not the City Manager will not sign the agreement.

**Alternatives:** Reject the blend and extend proposal and rebid energy supply contract once the current term expires.

**Attachments/Exhibits:**

Rate Analysis – Using March 2025 Energy/Load Research (May be subject to change and PSC action)

NorthWestern Energy – At a Glance Rate Sheet, August 1, 2025



NORTHWESTERN		Using March 2025 Energy / Load Research			
New Composit Rate		New			
Energy	23899304	\$	0.08162	\$	1,950,613.39
Distribution/Taxes	23899304	\$	0.00838	\$	231,894.94
Distribution and Trans. Demand	3234	\$	14.90000	15	\$ 722,799.00
15 months	15	\$	32.00000	\$	480.00
Supply and Delivery for 15 months				\$	2,905,787.33
		Effective Rate \$/MW:	\$	121.58	\$ 0.1216
		Includes demand		Includes demand	
Old					
Energy	23899304	\$	0.07172	\$	1,714,129.78
Distribution/Taxes	23899304	\$	0.00838	\$	231,894.94
Distribution and Trans. Demand	3234	\$	14.90000	15	\$ 722,799.00
Monthly Charge	15	\$	32.00000	\$	480.00
Supply and Delivery for 15 months				\$	2,669,303.72
		Effective Rate \$/MW:	\$	111.69	\$ 0.1117
		Net Increase*	Includes demand	\$	236,483.61
		Percent Increase			11.00%

GUZMAN		If Contracted at \$69.00			
Energy	23899304	\$	0.06900	\$	1,649,051.98
Distribution/Taxes	23899304	\$	0.00838	\$	231,894.94
Distribution Demand	3234	\$	14.90000	15	\$ 722,799.00
Network Transmission Demand - est	23899304	\$	0.00759	\$	181,455.00
15 months	15	\$	32.05000	\$	480.75
Supply and Delivery for 15 months				\$	2,785,681.67
		Effective Rate \$/MW:	\$	116.56	\$ 0.1166
		Includes demand		Includes demand	
Old					
Energy	23899304	\$	0.07475	\$	1,786,472.97
Distribution/Taxes	23899304	\$	0.00838	\$	231,894.94
Distribution Demand	3234	\$	14.90000	15	\$ 722,799.00
Network Transmission Demand - est	23899304	\$	0.00759	\$	181,455.00
15 months	15	\$	32.05000	\$	480.75
Supply and Delivery for 15 months				\$	2,923,102.66
		Effective Rate \$/MW:	\$	122.31	\$ 0.12231
		Net Decrease	Includes demand	\$	(137,421.00)
		Percent Decrease			5%

ELECTRIC RATES (NorthWestern Energy Supply, Delivery & Transmission Bundled Services)					
	Monthly Charge	Rate Per kWh (Incl. Tax)	Rate Per kW Demand (Incl. Tax)	Rate Taxes Per kWh	Rate Taxes Per kW Demand
Residential	\$ 4.20	\$0.157980	N/A	\$0.017391	N/A
GS-1 Secondary Non Demand	\$ 22.05	\$0.142759	N/A	\$0.010402	N/A
GS-1 Secondary Demand	\$ 32.00	\$0.090002	\$14.9039	\$0.001880	\$3.7320
GS-1 Primary Demand	\$ 730.25	\$0.080423	\$10.1145	\$0.002198	\$2.4814
GS-2 Substation	\$ 1,881.50	\$0.079681	\$8.7499	\$0.000955	\$0.7570
GS-2 Transmission	\$ 1,880.65	\$0.086550	\$3.8368	\$0.001720	\$0.8415
Irrigation Non Demand*	\$ 39.50	\$0.117863	N/A	\$0.008039	N/A
Irrigation Demand*	\$ 93.07	\$0.074287	\$14.9603	\$0.001565	\$3.9182

\* The Seasonal Irrigation Customer Charge is included on the first bill of the season and is \$106.50 for Irrigation Demand and \$45.20 for Irrigation Non Demand. The monthly amount shown is approximately 1/6 of annual bill for six months.

NATURAL GAS RATES (NorthWestern Energy Supply & Delivery Bundled Services)				
	Rate Code	Monthly Charge	\$/therms	Taxes Per Therms
Residential	G010	\$ 6.50	\$0.78024	\$0.12428
General Service				
cf/hr				
0-300	G0900	\$23.25	\$0.71440	\$0.10402
301-1000	G1100	\$30.64	\$0.71440	\$0.10402
1001-2000	G1300	\$49.34	\$0.71440	\$0.10402
2001-5000	G1500	\$82.90	\$0.71440	\$0.10402
5001-10,000	G1700	\$101.82	\$0.71440	\$0.10402
10,001-30,000	G1900	\$160.97	\$0.71440	\$0.10402
>30,001	G2100	\$195.67	\$0.71440	\$0.10402

## LIGHTING SERVICES CHARGES

LIGHTING SERVICES - KWH CHARGES ONLY - EXISTING LAMP TYPES					
HIGH PRESSURE SODIUM, METAL HALIDE & MERCURY VAPOR			L010	L020	
Total Energy & Delivery Rate per kWh (Including Taxes)			\$0.161935	\$0.163930	
Tax Portion Per			\$0.014590	\$0.014590	
	Unit Wattage*	Billed Wattage* (350 hr/month)	Monthly kWh at 350 hr/month	Residential \$/Month	General Service \$/Month
High Pressure Sodium	50	58	20	\$3.24	\$3.28
	70	83	29	\$4.70	\$4.75
	100	117	41	\$6.64	\$6.72
	150	171	60	\$9.72	\$9.84
	200	228	80	\$12.95	\$13.11
	250	284	99	\$16.03	\$16.23
	400	464	162	\$26.23	\$26.56
	1000	1100	385	\$62.34	\$63.11
Metal Halide	150	185	65	\$10.53	\$10.66
	175	210	74	\$11.98	\$12.13
	250	295	103	\$16.68	\$16.88
	400	455	159	\$25.75	\$26.06
	1000	1080	378	\$61.21	\$61.97
	1500	1625	569	\$92.14	\$93.28
Mercury Vapor (No new installs)	175	205	72	\$11.66	\$11.80
	400	437	153	\$24.78	\$25.08
	1000	1070	375	\$60.73	\$61.47

Ownership Charges - Utility Owned Lighting					
Rate Code & Install Cost Range	Monthly Bill (Incl. Tax)	Tax Portion	Rate Code & Install Cost Range	Monthly Bill (Incl. Tax)	Tax Portion
LP001 \$200-399	\$ 3.52	\$ 0.78	LP016 \$3200-3399	\$ 45.82	\$ 8.66
LP002 \$400-599	\$ 7.47	\$ 1.62	LP017 \$3400-3599	\$ 46.14	\$ 8.72
LP003 \$600-799	\$ 11.43	\$ 2.33	LP018 \$3600-3799	\$ 48.78	\$ 9.22
LP004 \$800-999	\$ 13.73	\$ 2.81	LP019 \$3800-3999	\$ 51.40	\$ 9.72
LP005 \$1000-1199	\$ 16.59	\$ 3.46	LP020 \$4000-4199	\$ 54.03	\$ 10.21
LP006 \$1200-1399	\$ 20.14	\$ 4.21	LP021 \$4200-4399	\$ 56.67	\$ 10.70
LP007 \$1400-1599	\$ 24.46	\$ 5.01	LP022 \$4400-4599	\$ 59.31	\$ 11.20
LP008 \$1600-1799	\$ 27.55	\$ 5.65	LP023 \$4600-4799	\$ 61.95	\$ 11.71
LP009 \$1800-1999	\$ 30.91	\$ 6.24	LP024 \$4800-4999	\$ 64.59	\$ 12.21
LP010 \$2000-2199	\$ 33.11	\$ 6.70	LP025 \$5000-5199	\$ 67.24	\$ 12.72
LP011 \$2200-2399	\$ 36.27	\$ 7.33	LP026 \$5200-5399	\$ 69.88	\$ 13.23
LP012 \$2400-2599	\$ 39.48	\$ 8.03	LP027 \$5400-5599	\$ 72.54	\$ 13.73
LP013 \$2600-2799	\$ 42.59	\$ 8.62	LP028 \$5600-5799	\$ 75.11	\$ 14.17
LP014 \$2800-2999	\$ 45.75	\$ 9.26	LP029 \$5800-5999	\$ 77.76	\$ 14.69
LP015 \$3000-3199	\$ 45.50	\$ 8.60			




Operations Charge - LPOPR	Tax Portion \$ .14	\$ 0.85
Replacing lamps, refractors		Per Unit Incl Taxes
Maintenance Charge - LPMNT	Tax Portion \$ .14	\$ 0.47
Maintenance of fixture, pole, control, etc.		Per Unit Incl Taxes
Billing Charge (Customer Owned Only) - LPBIL	Tax Portion \$ .07	\$ 0.29
Monthly charge is # of units times the Billing Charge.		Per Unit Incl Taxes
* The Ownership, Operations, Maintenance, & Billing charges also have taxes included and the portion of taxes can be viewed at <a href="http://www.northwesternenergy.com">www.northwesternenergy.com</a> .		

LIGHTING SERVICES - KWH CHARGES ONLY - LED					
			L010	L020	
LED Code	Unit Wattage*	Billed Wattage*	Monthly kWh at 350 hours/month	Residential \$/Month	General Service \$/Month
A (50 W HPS Equivalent)	26	26	9	\$1.47	\$1.49
B (70 W HPS Equivalent)	32	32	11	\$1.81	\$1.84
C (100 W HPS Equivalent)	42	42	15	\$2.38	\$2.41
D (150 W HPS Equivalent)	73	73	26	\$4.14	\$4.19
E (200 W HPS Equivalent)	93	93	33	\$5.27	\$5.34
F (250 W HPS Equivalent)	126	126	44	\$7.14	\$7.23
J (400 W HPS Equivalent)	189	189	66	\$10.71	\$10.84
M (1000 W HPS Equivalent)	319	319	112	\$18.08	\$18.30

\* For LED Unit Wattage and Billed Wattage are the same. Billed LED Wattage is calculated by applying the appropriate LED fixture wattage from NorthWestern's LED RFI response to the corresponding HPS fixture type and quantities in its GIS data. For cobrahead fixtures the calculation utilizes a blend of 50% GE and 50% Cooper LED fixtures. \*\*All TBD fixtures are either not utilized or do not have LED equivalents at this time.

Example: Company Owned Lighting Monthly Estimated Cost (Energy & Delivery+Ownership+Operations+Maintenance)				
	Residential		General Service	
	100W HPS	42W LED	100W HPS	42W LED
LP001 Ownership \$200-\$399	\$11.48	\$7.22	\$ 11.56	\$7.25
LP002 Ownership \$400-\$599	\$15.43	\$11.48	\$15.51	\$11.20

Customer Owned Lighting		
LPBIL	\$0.29	Per Unit (Pole) for each Customer Owned Light.
LPMNT	\$0.47	Per Unit - NWE Must Have contract to do.
LPOPR	\$0.85	Per Unit - NWE Must Have contract to do.
L200	\$0.161935	Per kWh/Energy Charge
L201	\$0.163930	Per kWh/Energy Charge
* NWE generally does not do LPMNT or LPOPR services as must have contract with customer to provide service on customer-owned lights. LP200 - Residential Metered Energy Rate includes BPA charge/credit. LP201 - Commercial (General Service) Metered Energy Rate does not include BPA charge/credit. LP200 and LP201 are charged a LPBIL per unit (pole).		

<div>QR CODE</div> <div>30K</div> <div>NWE LED CODE / LIGHTING DISTRIBUTION TYPE</div> <div>J = 400 WATT HID EQUIVALENT</div> <div>3 = TYPE III</div> <div>LED COLOR TEMPERATURE 30K NWE STANDARD 2700 K for Cobrahead 70 W &amp; 100 W HPS equivalent new.</div> <div>QR CODE - Manufacturer Name, Fixture Type, Actual Wattage, Light Color Temperature, NWE LED Code, Distribution Type</div>	<div>LED PATTERN II, III &amp; V</div> <div>Type II - ASYMETRIC LIGHTING DISTRIBUTION. Only used in 100W HPS Equivalent LED Cobraheads in certain areas (like Bozeman) with Dark Sky</div> <div> Type II</div>			<div>Type V - SYMMETRIC LIGHTING DISTRIBUTION. Typically used for area lighting applications or for yard light applications. NWE Standard offering Type V fixtures are:</div> <div><div>Yard Light</div><div>Contemporary Lawn Light</div><div> Type V</div></div>	<div>STANDARD FIXTURE TYPES (STYLES)</div> <div>ACORN</div> <div>COBRAHEAD</div> <div>CONTEMPORARY</div> <div>LAWN LIGHT</div> <div>LEXINGTON</div> <div>PENDANT</div> <div>SHOEBOX</div> <div>UTILITY FLOOD</div> <div>YARD LIGHT</div>
	<div>Type III - ASYMETRIC LIGHTING DISTRIBUTION. Typically roadway and parking lot applications. NWE Standard offering Type III fixture:</div> <div><div>Roadway/Cobrahead</div><div>Shoebox</div><div>Acorn</div><div>Lexington</div><div> Type III</div></div>				



Commission Meeting Date: September 16, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Ordinance 3279 Amending Title 13, Chapter 24, Referencing the City of Great Falls Stormwater Master Plan; OF 1361.6

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Accept Ordinance 3279 on First Reading and Set Public Hearing

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3279 on first reading and (set/not set) a public hearing for October 7, 2025.”

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

---

**Staff Recommendation:** Staff recommends the City Commission accept Ordinance 3279 on first reading and set a public hearing for October 7, 2025.

**Summary:** This proposed Ordinance updates Official Code of the City of Great Falls (OCCGF) references from the City’s “Storm Drainage Master Plan, dated February 1989” to the “most current version”.

**Background:** In the late 1980s and early 1990s, the City Commission adopted a Storm Drainage Master Plan, created a Storm Drainage Utility, and established sections 13.24 and 13.26 of the OCCGF. The Master Plan provides a comprehensive analysis of the city’s system. It highlights deficiencies and evaluates various projects to address issues that generally promote preservation of our waterways and decrease drainage related damage to property.

On June 6<sup>th</sup>, 2023, the Commission approved a Professional Services Agreement with Great West Engineering to update the 1989 Storm Drainage Master Plan. The 36-year-old Plan is now proposed to be replaced by the completed 2025 Plan. An ordinance is needed to update language in the OCCGF with the new plan language.

The updated Stormwater Master Plan was composed by Great West Engineering in conjunction with City Staff. It provides an updated analysis using modern digital stormwater modeling software, taking into account all of the progress made over the past 36 years. The updated plan identifies deficiencies, proposes improvement projects, and ranks projects that will inform the City as it continues to improve the system

via the Storm Fund. It also takes into consideration current growth areas, future growth areas, and regional pond facilities.

City staff solicited feedback from citizens through a written public comment period from July 14 through August 15, 2025, as well as an open house on August 14, 2025. City staff did revise the Storm Drainage Master Plan to incorporate suggestions and minor corrections where practical. The public comments have been attached for reference.

At the second reading on October 7, 2025, the requested action will be that the Commission adopt Ordinance 3279 and adopt the most recent edition of the Stormwater Master Plan via Resolution. The 2025 Stormwater Master Plan (Final) is available to view at the following website: <https://greatfallsmt.net/publicworks/stormwater-master-plan>. The Plan is over 300 pages, and the original is on file at the City Clerk's Office.

**Future Consideration:** A separate rate study is being performed as a part of the Stormwater Master Plan Update. A future work session is planned to discuss the results of the rate study with the Commission.

**Alternatives:** The City Commission could deny acceptance of Ordinance 3279 on first reading and not adopt the Stormwater Master Plan. In that case, the OCCGF would still reference the 1989 Storm Drainage Master Plan, a 36-year-old document.

**Attachments:**

1. Project Summary Sheet
2. Ordinance 3279
3. Ordinance 3279 Exhibit A
4. Public Comments



**PROJECT SUMMARY SHEET:  
STORMWATER MASTER PLAN, OF 1361.6  
FY 2024-26 Capital Improvement Plan  
Current as of: September 16, 2025**

**Description:** Project will update existing 36-year-old stormwater master plan adopted by the City Commission in 1989. Produce comprehensive analysis of City's existing system and provide recommendations for system improvements. Develop system-wide hydraulic model that will provide a valuable tool for City Engineering staff to expedite evaluations of impacts to City's storm drain network as development continues.

**Justification:** Informs City Staff for proactive stormwater system repair, extension, and maintenance planning.

**Scope:** Provide comprehensive analysis of City's existing system and recommendations for system improvements. Provide a range of macro scale drainage concepts for construction of future facilities required to serve the City as it grows, as well as providing guidance to prioritization of system maintenance and improvement projects. Separate Utility rate study may re-evaluate storm rate structure.

**Added to CIP:** FY 23

**CIP Timeline:** Adopt Final Plan FY 26

**Cost:** CIP programmed cost/FY: \$250K/FY24, \$250K/FY25

- Current Working Estimate: \$500K
- Awarded Cost: \$456K
- Final Cost: \$456k

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

- Funding Match Requirements: N/A

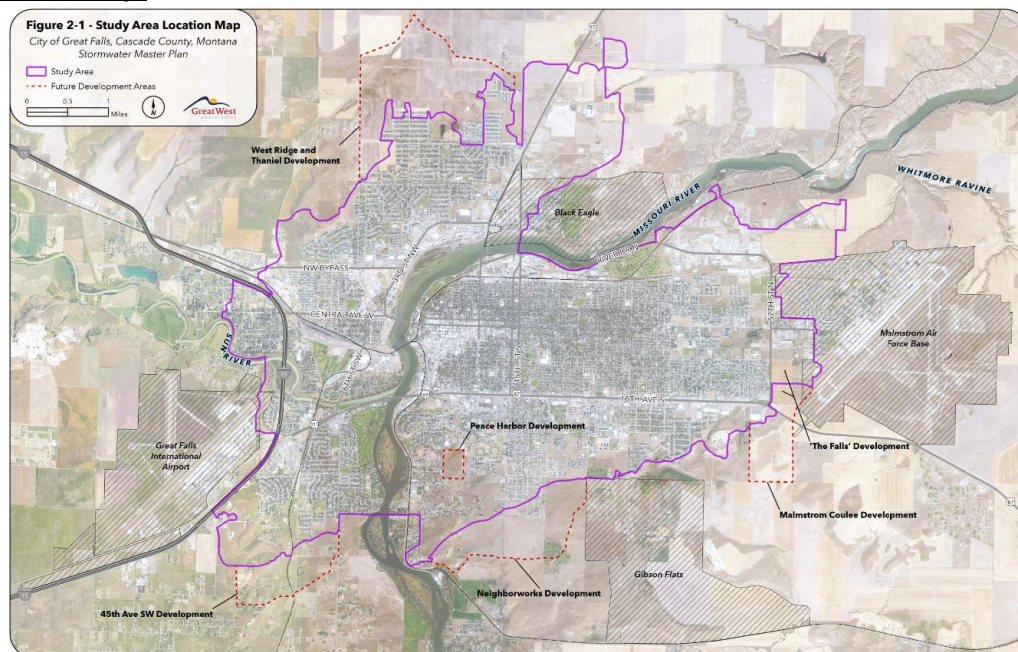
**Planned Execution Method:** Consultant

**Planned Completion:** Summer 2026

**Current Project Stage (Estimated Completion Date):** Existing Conditions model March 2024, Est. Study Completion Summer 2026

- Consultant: Great West Engineering

**Site Pictures & Map:**



# **ORDINANCE 3279**

## **AN ORDINANCE AMENDING TITLE 13, CHAPTER 24, SECTION 070 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO THE STORM DRAINAGE MASTER PLAN**

\* \* \* \* \*

**WHEREAS**, the OCCGF was established to promote public health, safety and welfare; and

**WHEREAS**, the City adopted the City of Great Falls Storm Drainage Master Plan, dated February 1989; and

**WHEREAS**, the Storm Drainage Master Plan is also referred to as the Stormwater Master plan; and

**WHEREAS**, the Storm Drainage Master Plan may identify a range of drainage improvement projects to guide the City in addressing deficiencies and to serve future growth; and

**WHEREAS**, modifications to the plan may be initiated by the Public Works Director and submitted to the City Commission for approval, with approved modifications kept on file in the office of the City Clerk; and

**WHEREAS**, the City solicited public feedback through a written public comment period from July 14 through August 15, 2025, as well as hosted an open house on August 14, 2025; and

**WHEREAS**, City staff revised the Plan to incorporate suggestions and minor corrections where practical.

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

- Section 1. That Title 13, Chapter 24, Section 070 of the OCCGF is hereby amended as depicted in Exhibit “A” attached hereto, which removes any language indicated by a ~~strike-out~~ and adds language which is **bolded**.
- Section 2. This ordinance shall be in full force and effect thirty (30) days after second reading and final adoption by the City Commission.

**APPROVED** by the City Commission of the City of Great Falls, Montana on first reading September 16, 2025.

**ADOPTED** by the City Commission of the City of Great Falls, Montana on second reading October 7, 2025.

---

Cory Reeves, Mayor

ATTEST:

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

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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

State of Montana     )  
County of Cascade   :)  
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 City Commission, Ordinance 3279 on the Great Falls Civic Center posting board and the Great Falls City website.

(CITY SEAL)

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

**13.24.070 Storm drainage master plan.**

The storm drainage master plan **or stormwater master plan, most current version**, ~~dated February 1989, and prepared by Thomas, Dean & Hoskins, Inc. of Great Falls, MT,~~ is adopted by reference and declared to be a part of this Code. The plan is on file in the office of the City Clerk. The City may adopt additional master drainage plans by reference and declare them to be a part of this Code and copies of such master drainage plans shall be on file in the office of the City Clerk. Modifications to the plans may be initiated by the Public Works Director and submitted to the City Commission for approval. Approved modifications shall be filed in the office of the City Clerk.

**(Ord. 3279, 2025;** Ord. 2645, 1993; Ord. 2529 (part), 1989; §13.24.070)).



**Mark Juras**

---

**From:** Amanda Wheeler <eandbmom.aw@gmail.com>  
**Sent:** Wednesday, August 13, 2025 6:46 PM  
**To:** Mark Juras  
**Subject:** Gibson Flats Concerns

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

You don't often get email from eandbmom.aw@gmail.com. [Learn why this is important](#)

Hello, hope this email finds you well, this is Derek and Amanda Wheeler. We have lived in Gibson Flats for 16 years. We recently learned about the subdivision planned at Sanavita Estates independent living. We really want you guys to consider how this storm water run off will impact the residents in Gibson Flats. In 2019 when we flood due to a large amount of water run off from the city of Great Falls, Russell pond was full to the brim. We could not live in our house for 6 months. I have had standing water on my property 3 times since then. I have been forced to purchase a huge trash pump and ALOT of sandbags to try and save my property. I want to know what is going to be done to mitigate the impact to our homes and lives. I understand that progress has to be made in the city and new residents for people to stay need to be built. But some serious thought needs to be considered how it is going to affect the residents of Gibson Flats. We need a pump station installed to remove the water from Sand Coulee Creek into the Missouri. Sand Coulee Creek simply doesn't move. The water becomes stagnant. Especially when the Missouri is a little but high there is absolutely nowhere for the water to go for months. Or the city needs to buy a huge chunk of Waldens land and make a collection pond. Those are some suggestions I would have. Thank you for your time and consideration.

Very Respectfully  
The Wheelers

**Mark Juras**

---

**From:** David Saslav <dsaslav@gmail.com>  
**Sent:** Friday, July 25, 2025 8:00 AM  
**To:** Mark Juras  
**Cc:** KEN KAREN Thornton; Rich Liebert CCE  
**Subject:** Re: Stormwater plan in GF

Thanks very much, Mark.

Ken,

Are you able to assess, from the two tables showing high and medium priority projects found on pages 8 and 9, here --

[https://greatfallsmt.net/sites/default/files/fileattachments/public\\_works/page/268083/2025\\_stormwater\\_master\\_plan\\_-\\_final\\_draft\\_for\\_public\\_comment.pdf](https://greatfallsmt.net/sites/default/files/fileattachments/public_works/page/268083/2025_stormwater_master_plan_-_final_draft_for_public_comment.pdf)

-- whether the proposed combination of ponds and pipe enlargement would enable the City to withstand the extensive rainfall scenarios which you and I were discussing last week?

Your public comment on the above master plan would be considered valuable to the City, I'm sure - as would your presence at the August 14 open house from 11-1 in the Gibson Room - the day before public comment on the storm water master plan ends.

David

On Tue, Jul 22, 2025 at 8:51 AM Mark Juras <[mjuras@greatfallsmt.net](mailto:mjuras@greatfallsmt.net)> wrote:

Good Morning David,

Please refer to the draft stormwater master plan for details on the modeling software. The EPA SWMMM software is free. If you have any comments on the proposed plan, please let me know in writing. Please refer to the city's website for additional info.

<https://greatfallsmt.net/publicworks/stormwater-master-plan>

Thanks,

**Mark Juras, PE**

Development Review Coordinator

City of Great Falls – Public Works

1025 25<sup>th</sup> Ave NE

PO Box 5021

Great Falls, MT 59404

D: (406)455-8120

[mjuras@greatfallsmt.net](mailto:mjuras@greatfallsmt.net)



---

**From:** David Saslav <[dsaslav@gmail.com](mailto:dsaslav@gmail.com)>

**Sent:** Friday, July 18, 2025 10:58 AM

**To:** Mark Juras <[mjuras@greatfallsmt.net](mailto:mjuras@greatfallsmt.net)>

**Cc:** KEN KAREN Thornton <[kkmithornton@msn.com](mailto:kkmithornton@msn.com)>; Rich Liebert CCE <[wwranch@3rivers.net](mailto:wwranch@3rivers.net)>; Charles Bocock <[fishdoc70@gmail.com](mailto:fishdoc70@gmail.com)>; Melissa Smith <[mls3ster@gmail.com](mailto:mls3ster@gmail.com)>

**Subject:** Re: Stormwater plan in GF

You don't often get email from [dsaslav@gmail.com](mailto:dsaslav@gmail.com). [Learn why this is important](#)

Thank you, Mark. Do you have a contact in Helena you can introduce me to? Also which stormwater modeling software does the City use and what does it cost? And have we requested enhancements to overcome the “current limits” we’ve encountered?

Ken T., are you familiar with section 4.1 of the Storm Drainage Design Manual and its provisions for planning for excessive rainfall?

Thanks, folks!

David

On Jul 18, 2025, at 8:34 AM, Mark Juras <[mjuras@greatfallsmt.net](mailto:mjuras@greatfallsmt.net)> wrote:

Good morning David et al.

Thanks for your comments, please see answers below:

1. 8" of rain over a 24-hour period would exceed even the predicted 100 year event according to NOAA Atlas 2. The City's [Storm Drainage Design Manual](#) does require preparing for the 100-year storm event. Per section 4.1 of the manual, the planning objective for the 100 year event is to eliminate substantial property damage and loss of life. The model evaluates the 5-year storm event, and due to current limits in stormwater modeling software and necessary processing power, modeling of the 100-year event city wide would not provide useful results and generally is not feasible.
2. Please consider reaching out to the Helena public works department.

Thank you,

**Mark Juras, PE**

Development Review Coordinator

City of Great Falls – Public Works

1025 25<sup>th</sup> Ave NE

PO Box 5021

Great Falls, MT 59404

D: (406)455-8120



[mjuras@greatfallsmt.net](mailto:mjuras@greatfallsmt.net)

<image001.png>

---

**From:** David Saslav <[dsaslav@gmail.com](mailto:dsaslav@gmail.com)>  
**Sent:** Friday, July 18, 2025 8:00 AM  
**To:** Mark Juras <[mjuras@greatfallsmt.net](mailto:mjuras@greatfallsmt.net)>; KEN KAREN Thornton <[kkmithornton@msn.com](mailto:kkmithornton@msn.com)>  
**Cc:** Rich Liebert, CCE <[wwranch@3rivers.net](mailto:wwranch@3rivers.net)>; Charles Bocock <[fishdoc70@gmail.com](mailto:fishdoc70@gmail.com)>; Melissa Smith <[mls3ster@gmail.com](mailto:mls3ster@gmail.com)>  
**Subject:** Stormwater plan in GF

You don't often get email from [dsaslav@gmail.com](mailto:dsaslav@gmail.com). [Learn why this is important](#)

Mark,

Two things, having read this morning's Electric article about the stormwater plan now open for public comment through mid-August:

1) how much rain is Great Falls modeling in its worst-case scenarios from flash flooding? Citizens for Clean Energy (<http://ccemontana.org>) expert / County Planning Board member Ken Thornton tells me that with as little as one day's worth of continuous hard rain (8" of rainfall, say, not totally unreasonable given the climate unpredictability we read about in nearly every other US city) would flood most of Great Falls. Is there acknowledgement of this threat and remediation plans in place for relocation to higher, dryer ground?

2) another CCE member of long standing, Charles Bocock (Cheryl Reichert's partner) suggests more attention be paid to the overwhelmed sewage treatment facilities in Helena, just upriver from us. If not you - Who on Great Falls City Staff should we be reaching out to about this issue potentially affecting Great Falls water quality?

Thanks So Much,

David Saslav, Vice President

Citizens for Clean Energy

<http://ccemontana.org>

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

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

## Mark Juras

---

**From:** Mark Juras  
**Sent:** Thursday, August 7, 2025 3:48 PM  
**To:** David Saslav  
**Cc:** Ken Thornton  
**Subject:** RE: Sudden downpour floods Great Falls streets, strands vehicles on Central Avenue

Hello David,

Thank you for your comments in regards to the City's Storm Water Master Plan. The City's model does not model the floodplains. Please refer to the FEMA floodplain map information available on their website.

The storm master plan stormwater system model results did correspond with locations that experienced surcharging in the event last Thursday. Please refer to the [city's website for more information](#) on the master plan and instructions for reporting of witnessed flooding.

Thank you,

**Mark Juras, PE**

Development Review Coordinator  
 City of Great Falls – Public Works  
 1025 25<sup>th</sup> Ave NE  
 PO Box 5021  
 Great Falls, MT 59404  
 D: (406)455-8120  
[mjuras@greatfallsmont.net](mailto:mjuras@greatfallsmont.net)




---

**From:** David Saslav <dsaslav@gmail.com>  
**Sent:** Friday, August 1, 2025 9:32 PM  
**To:** Mark Juras <mjuras@greatfallsmont.net>  
**Cc:** Ken Thornton <kkmithornton@msn.com>  
**Subject:** Sudden downpour floods Great Falls streets, strands vehicles on Central Avenue

Mark,

Per our conversation last week... I'd be curious to know if the city's floodplain models accurately predicted the level of flash flooding in Great Falls this week...?

David

Cf. Sudden downpour floods Great Falls streets, strands vehicles on Central Avenue. (Source: NonStop Local Montana)

<https://share.google/qi7VOOAOCdNr168z>

Thanks so much,

David



## Mark Juras

---

**From:** John Remy <shedhunter3@gmail.com>  
**Sent:** Friday, August 15, 2025 12:55 PM  
**To:** Mark Juras  
**Cc:** Brent Baumann; Jason Lehmann; Dan Sanger; Mom & Dad; nilafields1942@gmail.com; bigdoglehmann@gmail.com; highlandcbare@gmail.com; Sandra.k.d17@gmail.com; metstrn69@gmail.com; Troy Kaldor  
**Subject:** Stormwater Discharge/Master Plans Comments Gibson Flats MT

You don't often get email from shedhunter3@gmail.com. [Learn why this is important](#)

Good afternoon Mr. Juras,

We the people: John Remy, Jason Lehmann, Brent Baumann, Dan Sanger, Sandy Dickman, Casey Jensen, Emmylou Jensen, Michael Hryszko, Davida Hryszko, Ed Olson, Justen Hickman, Stephanie Hickman, Barnie Cooper, Alyssa Remy, Bob Remy, Linda Remy, Jacob Lehmann, John Stokes, Lisa Stokes, Tony Roberts, Mike Brody, Dawn Brody, Troy Kaldor, Amy Kaldor, Nila Fields, Steve Fields are property owners in Gibson Flats, MT, located just south of Great Falls. Since April 2024, we have been in contact with City officials, including Mr. Dave Dennis, regarding serious concerns about stormwater discharge from Russell Pond and the Seven/Smith Ponds. This discharge is causing significant damage to our community—impacting homes, private wells, crops, and surrounding properties.

Despite multiple attempts to follow up, we have not received a response from Mr. Dennis or the City of Great Falls since December 2024. This lack of communication is especially concerning in light of recent developments.

The City of Great Falls has announced plans for the Sanavita Estates Independent Living development. Based on the topography and stormwater master plans, this project will likely increase discharge/runoff into Gibson Flats, worsening the existing situation. The recent severe weather events beginning July 31st have already highlighted the vulnerabilities—photos taken August 1st show substantial flooding from Russell Pond down the surrounding banks.

We respectfully request that the City immediately update the stormwater master plan to designate:

- **Russell Pond (B20)**
  - **Seven/Smith Ponds (B21) the entirety**
- as **high-priority concerns** due to their direct and ongoing impact on Gibson Flats and Fields Road residents.

Additionally, we have reported issues including:

- A potential breach at the base of the dam on the east side of Russell Pond.
- Significant leakage along the pipeline draining into Gibson Flats.

These are not isolated incidents—they reflect long-standing infrastructure failures that have gone unaddressed for years.

The City's own commissioned engineering report confirmed that the Seven/Smith Ponds were not constructed with suitable materials for stormwater retention. This has resulted in unchecked flooding into Gibson Flats, not water storage.

Given these existing issues, we are deeply concerned about the City's ongoing expansion plans, including new subdivisions to the southeast. How does the City intend to manage stormwater from these new developments when current

systems are already failing? It is not acceptable for property owners south of the City to bear the burden of the stormwater discharge generated by City infrastructure and expansion.

These impacts must be treated as urgent. The City must focus on repairing and upgrading its existing stormwater infrastructure before permitting further development. The Clean Water Act of 1972 mandates the protection of the nation's waters from pollutant discharge—including stormwater runoff/discharge. The current situation appears to contradict the spirit and intent of that law.

We ask that you:

- Reevaluate the current stormwater master plan.
- Elevate the status of Russell and Seven/Smith Ponds to high priority.
- Delay approval of new developments until existing issues are resolved.

Thank you for your attention to this matter. We appreciate your leadership and hope to work collaboratively toward a sustainable solution for all affected residents.

Respectfully,

John Remy, Jason Lehmann, Brent Baumann, Dan Sanger (Executive Board)

Sandy Dickman, Casey Jensen, Emmylou Jensen, Michael Hryszko, Davida Hryszko, Ed Olson, Justen Hickman, Stephanie Hickman, Barnie Cooper, Alyssa Remy, Bob Remy, Linda Remy, Jacob Lehmann, John Stokes, Lisa Stokes, Tony Roberts, Mike Brody, Dawn Brody, Troy Kaldor, Amy Kaldor, Nila Fields, Steve Fields

Property Owners, Gibson Flats, MT



**August 13, 2025**

**Mark Juras**

City of Great Falls Public Works  
1025 25<sup>th</sup> Ave NE  
Great Falls, MT 59404

RE: 2025 COGF Stormwater Master Plan – Public Comment

Dear Mark,

Woith Engineering reviewed the draft 2025 Great Falls Stormwater Master Plan that was put out for public comment. Our team reviewed this information to see if we could provide any guidance with our knowledge of the City's stormwater infrastructure and how some of our active projects may be able to work in conjunction with some of the areas of concern.

The below breaks out a few project specific locations called out in the master plan with our comments/concerns.

1. Giant Springs – Project ID 4

- a. The proposed pipe routing would affect/encumber the proposed “Meadowview Village” (Upslope) project. In conjunction with the City, the proposed design was switched to surface flow 46<sup>th</sup> St to the proposed onsite detention pond. This eliminated piping connections to 46<sup>th</sup> St.
- b. Understanding the full feasibility of these routes were not detailed, the alternate GS-4 route near the Sunrise Court Addition travels through private Northwestern Energy property to get to the proposed pond location. Although this may be the shortest connection, NWE has some large transmission lines through this area that may cause some coordination issues.
- c. The alternate route of GS-4 traveling through the 57<sup>th</sup> St corridor seems the most feasible. There are existing inlets in the intersection of 57<sup>th</sup> St/2<sup>nd</sup> Ave that we would assume to be owned by MDT if they are not shown on the



master plan map. These could be connected to said route if not already discharging to the existing lowland.

2. Giant Springs – Project ID 8

- a. How much would the GS-10 project affect the proposed GS-8 upsizing project? If a project similar to GS-10 was completed first, how much capacity would be alleviated in this section of piping?

3. Giant Springs – Project ID 10

- a. Be advised that “The Falls” development is looking into potentially altering the intersection of 57<sup>th</sup> St and 10<sup>th</sup> Ave. This alteration may encumber portions of the MDT land that GS-10 potentially resides on. This is still a working matter and is currently being flushed out with the pertinent parties.

4. Eagles Crossing – Project ID 1

- a. Understanding the full feasibility of this project were not detailed, this issue of this area is conveyance and connectivity to the regional pond location. Easements and different landownership is halting current progress on this end of town.

5. Park Garden – Project ID 9

- a. Could there be a possibility of using the existing Grande Vista Park land to create a pond to alleviate the nearby pipe capacity issues? The proposed School district property pond would choke out the northern portion of the proposed “Boland Subdivision” property due to grade.

6. Park Garden – Other Subbasin Note

- a. A potential project that would alleviate the surface flow from the Kingwood Drive Pond to the Belview Park Pond. This area currently uses Centennial Drive as a conveyance path between the two locations. The large distance and running slope of this section of street conveyance can cause issues in



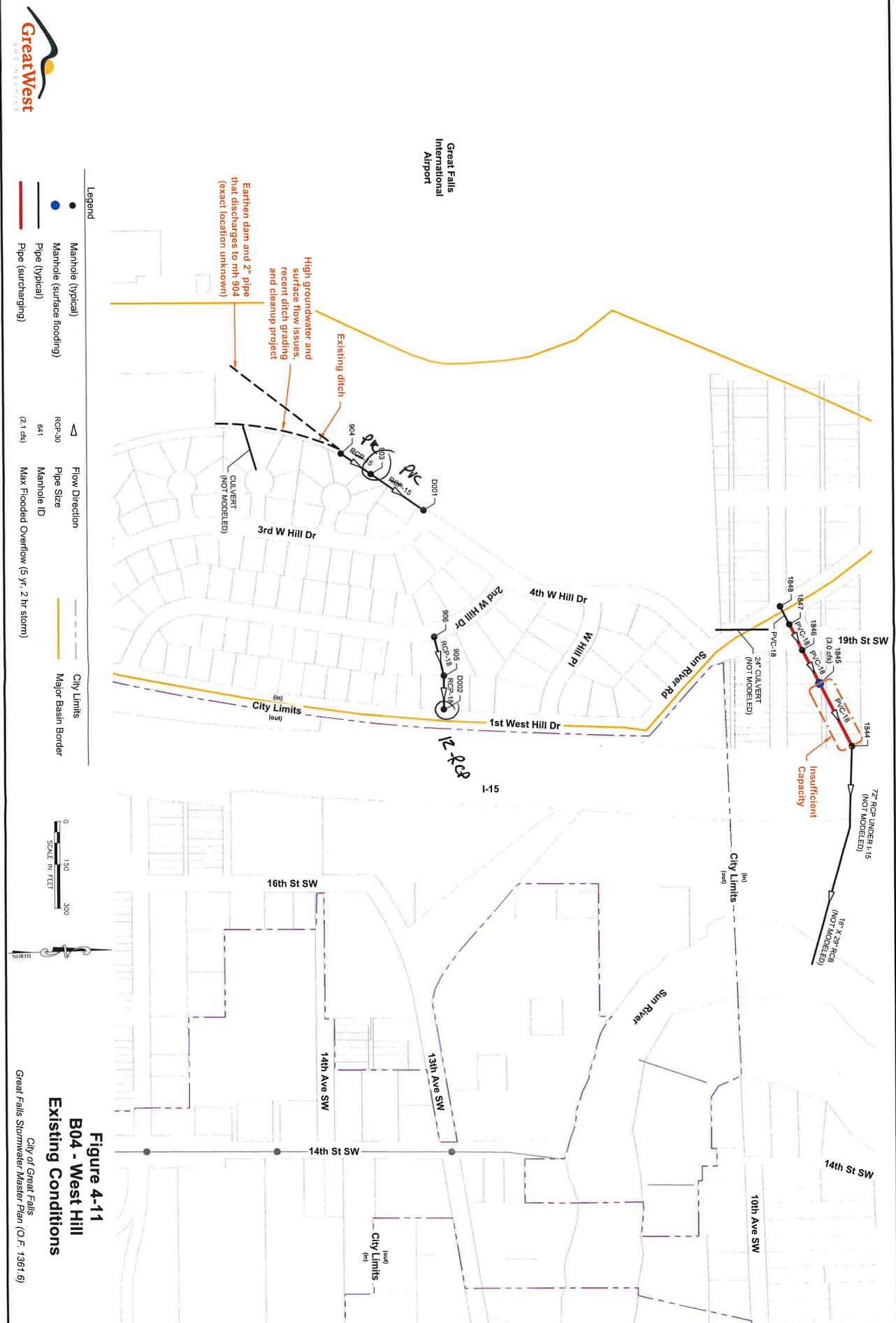


the street and neighboring lots. This is also holding up potential development above the Bel-View subdivision, near the Big Iron Truck Wash site.

Sincerely,

**Woith Engineering, Inc.**

Robby Osowski  
*Kalispell Operations Manager*



## Mark Juras

---

**From:** Sterling Veltkamp  
**Sent:** Friday, August 8, 2025 8:01 PM  
**To:** Mark Juras  
**Subject:** 2025 Stormwater Master Plan  
**Attachments:** IMG\_6144.jpeg; IMG\_0770.jpeg; IMG\_0768.jpeg; IMG\_0769.mov

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Mark,

I have a couple comments on the 2025 Stormwater Master Plan. I live at 405 56th St S in the Giant Springs Drainage area. On June 5, 2023, we had a severe rainstorm on the east end of Great Falls that dumped 1.4" of rain in 20 minutes. There was a full blown creek running down 56th St S. It quickly overwhelmed the storm drains in the area and flowed over 3rd Ave S into the field by Chief Joseph Elementary. I then noticed water backing up along the borrow pit between my backyard and 57th Street. I investigated and I thought the storm drain(Manhole 649) in the borrow pit by the Conoco Gas Station was plugged. There was water geysering 2' out of the storm drain and in to the borrow pit. The water that flowed out of the drain caused flood damage to the garage and basement at 317 56th St S and flooded our shed at 405 56th St S. Attached you will find pictures of the flood. Reading the plan, it looks like the 24" pipe will be upgraded to 42" in the future. I thought the information about this rainstorm would be beneficial. During any significant rainstorm, there is a large amount of water that flows down 56th St causing a small creek to form. If you have any questions, let me know.

Thanks,  
 Sterling Veltkamp  
 406-214-5495











Commission Meeting Date: September 16, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10583 to Levy and Assess Properties within the Business Improvement District

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Annual Assessment Process

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

**Action Requested:** City Commission Adopt Resolution 10583

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10583.”

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

---

**Staff Recommendation:** Staff recommends the City Commission adopt Resolution 10583 to levy and assess properties within the Business Improvement District (BID).

**Background:** The initial creation of the BID was in 1989. It was renewed in 1999, 2009, and 2019, each for periods of ten years by petition of the property owners within the District.

The Business Improvement District's overall purpose is to utilize assessment dollars through the BID to improve and revitalize the downtown area. If there are any material increases or decreases in the actual assessment from the approved budget, the BID's Board will either request a budget amendment from the City Commission or the Board will include the amount of revenue whether it be an increase, or decrease, in their Budget and Work Plan for the coming Fiscal Year.

On July 15, 2025, as required by State Statute 7-12-1132 (3) MCA, the BID presented a proposed Work Plan and Budget and recommended a method of levying an assessment on the properties within the district that best ensures the assessment on each lot or parcel is equitable in proportion to the benefits to be received for Fiscal Year 2025/2026. Following the public hearing held on July 15, 2025, the City Commission moved to adopt the FY 2026 Work Plan and Budget for the BID.

**Fiscal Impact:** The assessment will be according to the formula below approved by the BID Board and the City Commission. The formula will be applied to all parcels within the district with the exception of parcels owned by the City of Great Falls and Cascade County.

1. a flat fee of \$200.00 for each lot or parcel not designated as Land Use Code 125;
2. a flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125, which is a Residential Condominium;
3. an assessment of \$.00165 times the market valuation as provided by the Montana Department of Revenue;
4. and an assessment of \$.015 times the square footage of the land area.

The actual assessment for 2025/2026 based on the above assessment formula will generate \$377,732.80 in assessment revenue. This is an increase of \$76,256.09 from the previous year. The 2025/2026 assessment per lot or parcel is indicated on the assessment projection summary Exhibit “A” incorporated herein and made a part of Resolution 10583.

**Alternatives:** The City Commission could choose to deny Resolution 10583 to assess the property owners within the BID. However, on July 15, 2025, the City Commission approved the BID Budget which identifies the BID assessment as 57% of the operating revenues. Denial of Resolution 10583 will prevent the BID from carrying out the City Commission previously approved budget.

**Concurrences:** The BID partners with several organizations, such as the Downtown Great Falls Association, the Downtown Development Partnership, the City of Great Falls and the Urban Art Project to carry out the overall purpose of improving and revitalizing the downtown area. Finance staff is responsible for assessing and collecting the revenues.

**Attachments/Exhibits:**

- Resolution 10583
- Resolution 10583 Exhibit “A”
- BID Map

## RESOLUTION 10583

### A RESOLUTION LEVYING AN ASSESSMENT ON ALL PROPERTIES WITHIN THE GREAT FALLS BUSINESS IMPROVEMENT DISTRICT

**WHEREAS**, the City Commission of the City of Great Falls, is authorized to create and administer a business improvement district as provided by 7-12-1101 through 7-12-1151 M.C.A.; and,

**WHEREAS**, the purpose of a Business Improvement District is to promote the health, safety, prosperity, security and the general welfare of the inhabitants thereof and the people of this state; and will be of special benefit to the property within the boundaries of the district created; and,

**WHEREAS**, on May 16, 1989, the City Commission approved Resolution 8279 creating a Business Improvement District in Great Falls, Montana for a duration of ten (10) years; and

**WHEREAS**, on June 15, 1999, the City Commission approved Resolution 9025, on July 7, 2009, approved Resolution 9833, and on February 19, 2019, approved Resolution 10279 re-creating said Business Improvement District for a duration of ten (10) years each; and

**WHEREAS**, a Board of Trustees for the Business Improvement District has been appointed and said Board has developed and submitted a Work Plan and Proposed Budget to the City Commission of the City of Great Falls; and,

**WHEREAS**, the City Commission of the City of Great Falls, is authorized to annually assess and collect the entire cost of the district against the entire district using a method, which best ensures that the assessment on each lot or parcel is equitable in proportion to the benefits to be received as provided by 7-12-1133 M.C.A.

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

#### Section 1 – Adoption of Work Plan and Budget

On July 15, 2025, the City Commission of the City of Great Falls held a public hearing on any objections to the Work Plan and Proposed Budget with the understanding that approval of the two documents would necessitate the levying of an assessment on all the property in the district.

#### Section 2 – Assessment Method

The assessment formula has been presented to the property owners and recommended to the City Commission as follows:

- a flat fee of \$200.00 for each lot or parcel without a Land Use Code of 125
- a flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125, which is a Residential Condominium



- an assessment of \$.00165 times the market valuation as provided by the Montana Department of Revenue, and an
- assessment of \$.015 times the square footage of the land area.

The assessment requested for Fiscal Year 2026 is based on the above assessment formula and will generate THREE HUNDRED SEVENTY-SEVEN THOUSAND, SEVEN HUNDRED THIRTY-TWO AND 80/100 DOLLARS (\$377,732.80) in assessment revenue. Due to overwhelming support for a Business Improvement District and concurrence with the assessment formula, the City Commission of the City of Great Falls hereby approves the levying of the assessment as indicated on the assessment projection summary attached to this resolution as Exhibit "A".

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2025 and May 31, 2026.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 16<sup>th</sup> day of September, 2025.

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

ATTEST:

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

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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

**GREAT FALLS BUSINESS IMPROVEMENT DISTRICT  
ASSESSMENTS FOR FISCAL YEAR 2026, TAX YEAR 2025  
RESOLUTION #10583 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
1	156750 CHS INC	GFO		\$ 200	15,000	\$ 225.00	118,500	825,230	943,730	\$ 1,557.15	\$ 1,982.15
2	156950 COMMUNITY HEALTH CARE CENTER INC	GFO		\$ 200	37,500	\$ 562.50	175,500	1,373,700	1,549,200	\$ 2,556.18	\$ 3,318.68
3	157400 COX DOUGLAS J & KENT D	GFO		\$ 200	7,500	\$ 112.50	61,500	268,100	329,600	\$ 543.84	\$ 856.34
4	157450 517 LLC	GFO		\$ 200	15,000	\$ 225.00	90,000	720,780	810,780	\$ 1,337.79	\$ 1,762.79
5	157500 RYSTED PETER L LIVING TRUST	GFO		\$ 200	11,250	\$ 168.75	75,750	313,850	389,600	\$ 642.84	\$ 1,011.59
6	157600 KUNZ JASON R	GFO		\$ 200	3,750	\$ 56.25	47,250	390,150	437,400	\$ 721.71	\$ 977.96
7	157650 BRANDENBERGER NED R & JENNIFER	GFO		\$ 200	3,750	\$ 56.25	47,250	52,150	99,400	\$ 164.01	\$ 420.26
8	157750 EASTER SEALS GOODWILL N ROCKY MTN INC	GFO		\$ 200	22,500	\$ 337.50	204,000	3,653,000	3,857,000	\$ 6,364.05	\$ 6,901.55
9	157810 EASTER SEALS GOODWILL N ROCKY MTN INC	GFO		\$ 200	7,500	\$ 112.50	61,500	283,800	345,300	\$ 569.75	\$ 882.25
10	158100 THE PENNANT BUILDING LLC	GFO		\$ 200	7,509	\$ 112.64	61,500	691,900	753,400	\$ 1,243.11	\$ 1,555.75
11	158150 HANSON MICHAEL	GFO		\$ 200	7,507	\$ 112.61	61,500	496,200	557,700	\$ 920.21	\$ 1,232.81
12	158250 DESCHENES GARY S ETAL	GFO		\$ 200	4,200	\$ 63.00	48,960	721,040	770,000	\$ 1,270.50	\$ 1,533.50
13	158300 DSB TOWER LLC	GFO		\$ 200	15,037	\$ 225.56	90,000	22,680	112,680	\$ 185.92	\$ 611.48
14	158950 BIG SKY SELECT PROPERTIES LLC	GFO		\$ 200	15,000	\$ 225.00	90,000	3,213,300	3,303,300	\$ 5,450.45	\$ 5,875.45
15	159150 CAMBRIDGE INVESTORS ONE LP	GFO		\$ 200	37,546	\$ 563.19	175,500	904,600	1,080,100	\$ 1,782.17	\$ 2,545.36
16	159225 BUCHANAN-BYRNE BUILDING PARTNERSHIP	GFO		\$ 200	22,500	\$ 337.50	118,500	1,294,000	1,412,500	\$ 2,330.63	\$ 2,868.13
17	159450 CENTRAL MONTANA PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	61,500	239,200	300,700	\$ 496.16	\$ 808.66
18	159500 RAMSEY ANN C	GFO		\$ 200	11,250	\$ 168.75	75,750	296,550	372,300	\$ 614.30	\$ 983.05
19	159550 BENSLEY MARJORIE M	GFO		\$ 200	3,750	\$ 56.25	47,250	92,350	139,600	\$ 230.34	\$ 486.59
20	159600 BENSLEY MARJORIE M	GFO		\$ 200	3,750	\$ 56.25	47,250	132,150	179,400	\$ 296.01	\$ 552.26
21	159650 BECKER HOMES LLC	GFO		\$ 200	3,750	\$ 56.25	47,250	280,550	327,800	\$ 540.87	\$ 797.12
22	159700 CONTEXT LLC	GFO		\$ 200	3,750	\$ 56.25	47,250	202,290	249,540	\$ 411.74	\$ 667.99
23	159725 BUCHANAN-BYRNE BUILDING PARTNERSHIP	GFO		\$ 200	11,295	\$ 169.43	75,750	15,270	91,020	\$ 150.18	\$ 519.61
24	159735 CONTEXT LLC	GFO		\$ 200	7,500	\$ 112.50	61,500	265,900	327,400	\$ 540.21	\$ 852.71
25	159800 RELIGIOUS CONGRATATION OF BERLINER CONG	GFO		\$ 200	52,490	\$ 787.35	307,500	2,001,930	2,309,430	\$ 3,810.56	\$ 4,797.91
26	159850 DAVIDSON INVESTMENTS LLC	GFO		\$ 200	67,500	\$ 1,012.50	322,500	17,057,300	17,379,800	\$ 28,676.67	\$ 29,889.17
27	160300 PASSION & GRIT LLC	GFO		\$ 200	15,000	\$ 225.00	90,000	679,300	769,300	\$ 1,269.35	\$ 1,694.35
28	160450 POBLANO PROPERTIES LLC	GFO		\$ 200	15,000	\$ 225.00	90,000	780,200	870,200	\$ 1,435.83	\$ 1,860.83
29	160500 321 CENTRAL LLC	GFO		\$ 200	15,000	\$ 225.00	90,000	1,447,800	1,537,800	\$ 2,537.37	\$ 2,962.37
30	160550 LERAY PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	61,500	495,300	556,800	\$ 918.72	\$ 1,231.22
31	160600 METROPOLITAN LLC	GFO		\$ 200	7,500	\$ 112.50	61,500	454,400	515,900	\$ 851.24	\$ 1,163.74
32	160650 BECKMANS BUILDING LLC	GFO		\$ 200	7,500	\$ 112.50	136,500	685,100	821,600	\$ 1,355.64	\$ 1,668.14
33	160900 STOCKMAN BANK OF MONTANA	GFO		\$ 200	15,000	\$ 225.00	90,000	146,800	236,800	\$ 390.72	\$ 815.72
34	160950 421 CENTRAL AVE LLC	GFO		\$ 200	15,000	\$ 225.00	90,000	1,529,400	1,619,400	\$ 2,672.01	\$ 3,097.01
35	161050 MARGARET PARTNERS LLC ETAL	GFO		\$ 200	7,500	\$ 112.50	136,500	1,010,100	1,146,600	\$ 1,891.89	\$ 2,204.39
36	161100 KAUFMAN MARY ANN & IRA M JR	GFO		\$ 200	7,500	\$ 112.50	61,500	854,800	916,300	\$ 1,511.90	\$ 1,824.40
37	161150 LEE ALAN B	GFO		\$ 200	3,750	\$ 56.25	47,250	189,450	236,700	\$ 390.56	\$ 646.81
38	161200 BIG BROTHERS HOLDING COMPANY LLC	GFO		\$ 200	3,750	\$ 56.25	47,250	99,950	147,200	\$ 242.88	\$ 499.13
39	161250 BIG BROTHERS HOLDING COMPANY LLC	GFO		\$ 200	7,500	\$ 112.50	61,500	489,700	551,200	\$ 909.48	\$ 1,221.98
40	161300 STOCKMAN BANK OF MONTANA	GFO		\$ 200	15,000	\$ 225.00	90,000	2,671,920	2,761,920	\$ 4,557.17	\$ 4,982.17
41	161450 KELMAN DAVID & ZACHARY	GFO		\$ 200	3,750	\$ 56.25	47,250	136,750	184,000	\$ 303.60	\$ 559.85
42	161600 LITTLE WILLIAM L & SHONNA L	GFO		\$ 200	22,500	\$ 337.50	118,500	618,000	736,500	\$ 1,215.23	\$ 1,752.73
43	161650 SILVER STATE PARTNERS LLC	GFO		\$ 200	11,250	\$ 168.75	75,750	1,330,850	1,406,600	\$ 2,320.89	\$ 2,689.64

**GREAT FALLS BUSINESS IMPROVEMENT DISTRICT  
ASSESSMENTS FOR FISCAL YEAR 2026, TAX YEAR 2025  
RESOLUTION #10583 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
44	161700 MONTANA TIMES SQUARE LLC	GFO		\$ 200	22,500	\$ 337.50	118,500	1,211,800	1,330,300	\$ 2,195.00	\$ 2,732.50
45	161750 513 CENTRAL AVE LLC	GFO		\$ 200	7,500	\$ 112.50	61,500	150,420	211,920	\$ 349.67	\$ 662.17
46	161800 HACKETT GARRY L & CHERYL D	GFO		\$ 200	15,000	\$ 225.00	90,000	622,300	712,300	\$ 1,175.30	\$ 1,600.30
47	162050 STARRY NIGHT HOSPITALITY LLC	GFO		\$ 200	15,000	\$ 225.00	90,000	5,418,900	5,508,900	\$ 9,089.69	\$ 9,514.69
48	162100 TLMF INC	GFO		\$ 200	7,500	\$ 112.50	61,500	408,300	469,800	\$ 775.17	\$ 1,087.67
49	162150 LARSON EDWARD L	GFO		\$ 200	4,500	\$ 67.50	50,100	90,300	140,400	\$ 231.66	\$ 499.16
50	162200 LARSON EDWARD L	GFO		\$ 200	3,000	\$ 45.00	44,400	99,300	143,700	\$ 237.11	\$ 482.11
51	162250 JK609 LLC	GFO		\$ 200	7,500	\$ 112.50	136,500	1,006,300	1,142,800	\$ 1,885.62	\$ 2,198.12
52	162300 COMMUNITY HEALTH CARE CENTER INC	GFO		\$ 200	15,000	\$ 225.00	90,000	223,500	313,500	\$ 517.28	\$ 942.28
53	162350 H & H APARTMENTS LLC	GFO		\$ 200	7,500	\$ 112.50	136,500	518,500	655,000	\$ 1,080.75	\$ 1,393.25
54	162400 MYERS & MYERS RENTALS	GFO		\$ 200	7,500	\$ 112.50	61,500	213,500	275,000	\$ 453.75	\$ 766.25
55	162450 SPECIAL OLYMPICS MONTANA INC	GFO		\$ 200	7,500	\$ 112.50	61,500	630,900	692,400	\$ 1,142.46	\$ 1,454.96
56	162500 JOSEPH SANTANA PROPERTIES LLC	GFO		\$ 200	29,969	\$ 449.54	222,000	1,437,100	1,659,100	\$ 2,737.52	\$ 3,387.05
57	162700 THE PRACTICE HOLDING LLC	GFO		\$ 200	7,500	\$ 112.50	61,500	338,700	400,200	\$ 660.33	\$ 972.83
58	162750 MTC LIFESTYLE LLC	GFO		\$ 200	7,500	\$ 112.50	61,500	1,378,100	1,439,600	\$ 2,375.34	\$ 2,687.84
59	162900 CITY BAR INC	GFO		\$ 200	22,477	\$ 337.16	118,500	385,000	503,500	\$ 830.78	\$ 1,367.93
60	162950 CITY BAR INC	GFO		\$ 200	7,500	\$ 112.50	61,500	114,900	176,400	\$ 291.06	\$ 603.56
61	163000 L & E DEVELOPMENT INC	GFO		\$ 200	7,500	\$ 112.50	61,500	10,320	71,820	\$ 118.50	\$ 431.00
62	188500 BIG SKY DEVELOPMENT ENTERPRISES INC	GFO		\$ 200	7,500	\$ 112.50	61,500	81,100	142,600	\$ 235.29	\$ 547.79
63	188550 BIG SKY DEVELOPMENT ENTERPRISES INC	GFO		\$ 200	7,500	\$ 112.50	61,500	7,560	69,060	\$ 113.95	\$ 426.45
64	188600 KERMITZ LLC	GFO		\$ 200	11,238	\$ 168.57	75,750	471,750	547,500	\$ 903.38	\$ 1,271.95
65	188650 LERAY PROPERTIES LLC	GFO		\$ 200	3,750	\$ 56.25	47,250	112,250	159,500	\$ 263.18	\$ 519.43
66	188700 ROBERTSON KIRBI KAE	GFO		\$ 200	1,780	\$ 26.70	39,840	100,560	140,400	\$ 231.66	\$ 458.36
67	188750 MY VIOLA PROPERTIES LLC	GFO		\$ 200	3,668	\$ 55.02	46,680	194,620	241,300	\$ 398.15	\$ 653.17
68	188800 KAPPHAN BRIAN R & LINDA S	GFO		\$ 200	352	\$ 5.28	40,980	78,420	119,400	\$ 197.01	\$ 402.29
69	188850 SHIMA DOUGLAS	GFO		\$ 200	3,750	\$ 56.25	47,250	37,150	84,400	\$ 139.26	\$ 395.51
70	188900 MTC LIFESTYLE LLC	GFO		\$ 200	11,250	\$ 168.75	75,750	15,270	91,020	\$ 150.18	\$ 518.93
71	189050 BIG SKY DEVELOPMENT ENTERPRISES INC	GFO		\$ 200	18,750	\$ 281.25	104,250	26,750	131,000	\$ 216.15	\$ 697.40
72	189075 BIG SKY DEVELOPEMENT ENT	GFO		\$ 200	33,739	\$ 506.09	161,250	2,189,510	2,350,760	\$ 3,878.75	\$ 4,584.84
73	189100 STROMBERG ROBERT C & MARY D	GFO		\$ 200	45,000	\$ 675.00	204,000	3,388,100	3,592,100	\$ 5,926.97	\$ 6,801.97
74	189150 TUNGSTEN PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	136,500	1,166,400	1,302,900	\$ 2,149.79	\$ 2,462.29
75	189200 BEBBINGTON MICHELLE	GFO		\$ 200	7,500	\$ 112.50	61,500	264,200	325,700	\$ 537.41	\$ 849.91
76	189250 MULLENS BARBARA J & MICHAEL B	GFO		\$ 200	3,750	\$ 56.25	47,250	241,950	289,200	\$ 477.18	\$ 733.43
77	189300 NORDRUM ORVILLE M & JOSEPHINE A	GFO		\$ 200	3,750	\$ 56.25	47,250	113,350	160,600	\$ 264.99	\$ 521.24
78	189350 HARRIS DAVID ALLAN	GFO		\$ 200	3,750	\$ 56.25	47,250	198,950	246,200	\$ 406.23	\$ 662.48
79	189400 DEVLIN LLC	GFO		\$ 200	3,750	\$ 56.25	47,250	110,350	157,600	\$ 260.04	\$ 516.29
80	189450 SPENCER TIMOTHY	GFO		\$ 200	7,500	\$ 112.50	61,500	295,200	356,700	\$ 588.56	\$ 901.06
81	189500 CENTER FOR MENTAL HEALTH INC OF GF MT	GFO		\$ 200	15,000	\$ 225.00	90,000	968,500	1,058,500	\$ 1,746.53	\$ 2,171.53
82	189550 CENTER FOR MENTAL HEALTH INC OF GF MT	GFO		\$ 200	7,500	\$ 112.50	61,500	703,000	764,500	\$ 1,261.43	\$ 1,573.93
83	189700 FLY AWAY LLC	GFO		\$ 200	15,000	\$ 225.00	90,000	688,500	778,500	\$ 1,284.53	\$ 1,709.53
84	189750 SCHUBARTH SANDRA	GFO		\$ 200	7,500	\$ 112.50	61,500	171,000	232,500	\$ 383.63	\$ 696.13
85	189800 514 CENTRAL LLC	GFO		\$ 200	7,500	\$ 112.50	61,500	527,500	589,000	\$ 971.85	\$ 1,284.35
86	189850 WEST HOLLYWOOD COWBOY HOTEL LLC ETAL	GFO		\$ 200	7,500	\$ 112.50	61,500	574,300	635,800	\$ 1,049.07	\$ 1,361.57

**GREAT FALLS BUSINESS IMPROVEMENT DISTRICT  
ASSESSMENTS FOR FISCAL YEAR 2026, TAX YEAR 2025  
RESOLUTION #10583 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
87	189900 ELMORE ROBERTS LLC	GFO		\$ 200	15,000	\$ 225.00	90,000	2,713,300	2,803,300	\$ 4,625.45	\$ 5,050.45
88	190000 WVH ENTERPRISES LLC	GFO		\$ 200	566	\$ 8.49	34,710	34,190	68,900	\$ 113.69	\$ 322.18
89	190050 KEILMAN & TRUNKLE ENTERPRISES LLC	GFO		\$ 200	5,535	\$ 83.03	54,090	322,410	376,500	\$ 621.23	\$ 904.25
90	190150 ELMORE ROBERTS LLC	GFO		\$ 200	7,500	\$ 112.50	61,500	9,060	70,560	\$ 116.42	\$ 428.92
91	190200 ELMORE ROBERTS LLC	GFO		\$ 200	7,500	\$ 112.50	61,500	9,060	70,560	\$ 116.42	\$ 428.92
92	190250 CENTER FOR MENTAL HEALTH	GFO		\$ 200	7,500	\$ 112.50	61,500	732,400	793,900	\$ 1,309.94	\$ 1,622.44
93	190350 MADILL JASON C & TAMARA L	GFO		\$ 200	67,500	\$ 1,012.50	300,900	4,074,800	4,375,700	\$ 7,219.91	\$ 8,432.41
94	190450 BIG SKY SELECT MIGHT MO LLC	GFO		\$ 200	7,500	\$ 112.50	136,500	1,333,960	1,470,460	\$ 2,426.26	\$ 2,738.76
95	190500 GREAT FALLS CENTRAL LLC	GFO		\$ 200	3,750	\$ 56.25	47,250	372,750	420,000	\$ 693.00	\$ 949.25
96	190600 M & L RENTALS LLC	GFO		\$ 200	7,500	\$ 112.50	136,500	1,215,500	1,352,000	\$ 2,230.80	\$ 2,543.30
97	190650 SEMANSKY JOHN S & LISA SWAN	GFO		\$ 200	3,750	\$ 56.25	47,250	287,750	335,000	\$ 552.75	\$ 809.00
98	190700 WONG MING & SU	GFO		\$ 200	3,750	\$ 56.25	47,250	367,450	414,700	\$ 684.26	\$ 940.51
99	190800 FIRST BUILDING CORPORATION	GFO		\$ 200	22,500	\$ 337.50	118,500	-	118,500	\$ 195.53	\$ 733.03
100	190950 ATLANTIC FINANCIAL GROUP LTD	GFO		\$ 200	-	\$ -	-	8,256,200	8,256,200	\$ 13,622.73	\$ 13,822.73
101	191050 ALLEY STEPHEN J	GFO		\$ 200	15,000	\$ 225.00	165,000	1,412,700	1,577,700	\$ 2,603.21	\$ 3,028.21
102	191100 WHITE BELLY PROPERTIES LLC	GFO		\$ 200	7,492	\$ 112.38	61,500	1,412,900	1,474,400	\$ 2,432.76	\$ 2,745.14
103	191150 JOVICK LEPARD LLC	GFO		\$ 200	7,500	\$ 112.50	61,500	933,400	994,900	\$ 1,641.59	\$ 1,954.09
104	191300 FIRST NATIONAL BANK	GFO		\$ 200	15,000	\$ 225.00	90,000	18,650	108,650	\$ 179.27	\$ 604.27
105	191400 RICHARDS PHILLIP	GFO		\$ 200	15,000	\$ 225.00	90,000	746,400	836,400	\$ 1,380.06	\$ 1,805.06
106	191450 TOVSON LLC	GFO		\$ 200	7,500	\$ 112.50	61,500	404,700	466,200	\$ 769.23	\$ 1,081.73
107	191500 CYRUS INVESTMENTS LLC	GFO		\$ 200	30,000	\$ 450.00	147,000	2,391,610	2,538,610	\$ 4,188.71	\$ 4,838.71
108	191550 US BANK NA	GFO		\$ 200	52,500	\$ 787.50	232,500	569,310	801,810	\$ 1,322.99	\$ 2,310.49
109	191600 MONTANA INSTITUTE OF FAMILY LIVING	GFO		\$ 200	22,500	\$ 337.50	118,500	5,529,200	5,647,700	\$ 9,318.71	\$ 9,856.21
110	191700 MURPHY REAL ESTATE LLC	GFO		\$ 200	18,750	\$ 281.25	104,250	1,145,650	1,249,900	\$ 2,062.34	\$ 2,543.59
111	191750 MURPHY TIMOTHY M & DEBORAH S	GFO		\$ 200	11,250	\$ 168.75	75,750	120,350	196,100	\$ 323.57	\$ 692.32
112	191950 MONTANA INSTITUTE OF FAMILY LIVING	GFO		\$ 200	15,000	\$ 225.00	90,000	6,640	96,640	\$ 159.46	\$ 584.46
113	192100 BLANKENSHIP BOBBI	GFO		\$ 200	15,333	\$ 230.00	99,751	2,187,749	2,287,500	\$ 3,774.38	\$ 4,204.37
114	192150 GAELIC PROPERTIES INC	GFO		\$ 200	11,250	\$ 168.75	75,750	722,750	798,500	\$ 1,317.53	\$ 1,686.28
115	192200 ARVON BLOCK DEVELOPMENT VENTURE LLC	GFO		\$ 200	11,237	\$ 168.56	75,750	3,721,090	3,796,840	\$ 6,264.79	\$ 6,633.34
116	192300 MURPHY REAL ESTATE LLC	GFO		\$ 200	15,000	\$ 225.00	90,000	3,141,300	3,231,300	\$ 5,331.65	\$ 5,756.65
117	192350 WEIGAND JOHN W & PEGGY LOU ETAL	GFO		\$ 200	15,000	\$ 225.00	90,000	1,193,300	1,283,300	\$ 2,117.45	\$ 2,542.45
118	192450 JENNINGS LAND LIMITED PARTNERSHIP	GFO		\$ 200	7,500	\$ 112.50	61,500	157,400	218,900	\$ 361.19	\$ 673.69
119	192500 ODHREACHT PROPERTIES LLC	GFO		\$ 200	20,016	\$ 300.24	106,211	440,189	546,400	\$ 901.56	\$ 1,401.80
120	192700 MURPHY REAL ESTATE LLC	GFO		\$ 200	46,237	\$ 693.56	208,788	53,140	261,928	\$ 432.18	\$ 1,325.74
121	192850 MURPHY REAL ESTATE LLC	GFO		\$ 200	6,229	\$ 93.44	56,712	489,188	545,900	\$ 900.74	\$ 1,194.17
122	192950 LAWYERS GUNS & MONEY LLC	GFO		\$ 200	9,017	\$ 135.26	67,200	1,751,400	1,818,600	\$ 3,000.69	\$ 3,335.95
123	193050 CTA BUILDING LLP	GFO		\$ 200	12,606	\$ 189.09	80,880	2,851,220	2,932,100	\$ 4,837.97	\$ 5,227.06
124	193100 CTA BUILDING LLP ETAL	GFO		\$ 200	1,800	\$ 27.00	6,840	-	6,840	\$ 11.29	\$ 238.29
125	193150 KELMAN ZOLLIE ETAL	GFO		\$ 200	14,100	\$ 211.50	86,580	284,520	371,100	\$ 612.32	\$ 1,023.82
126	193200 KELMAN ZOLLIE ETAL	GFO		\$ 200	15,000	\$ 225.00	90,000	1,086,200	1,176,200	\$ 1,940.73	\$ 2,365.73
127	193250 WHITE BELLY PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	61,500	438,900	500,400	\$ 825.66	\$ 1,138.16
128	193300 MARZETTA MICHAEL	GFO		\$ 200	7,500	\$ 112.50	61,500	800,500	862,000	\$ 1,422.30	\$ 1,734.80
129	193350 FERRIN WILLIAM E & MARY SUZANNE TRUST	GFO		\$ 200	7,500	\$ 112.50	61,500	604,800	666,300	\$ 1,099.40	\$ 1,411.90



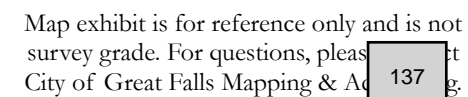
**GREAT FALLS BUSINESS IMPROVEMENT DISTRICT  
ASSESSMENTS FOR FISCAL YEAR 2026, TAX YEAR 2025  
RESOLUTION #10583 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
130	193450 GREAT FALLS TRANSIT DISTRICT	GFO		\$ 200	15,000	\$ 225.00	90,000	429,090	519,090	\$ 856.50	\$ 1,281.50
131	193550 GREAT FALLS RESCUE MISSION	GFO		\$ 200	15,000	\$ 225.00	90,000	992,230	1,082,230	\$ 1,785.68	\$ 2,210.68
132	193650 FERRIN WILLIAM E & MARY SUZANNE TRUST	GFO		\$ 200	7,500	\$ 112.50	61,500	415,900	477,400	\$ 787.71	\$ 1,100.21
133	193700 WHITE BELLY PROPERTIES LLC	GFO		\$ 200	15,000	\$ 225.00	90,000	25,120	115,120	\$ 189.95	\$ 614.95
134	193900 NEIGHBORHOOD HOUSING SERVICES INC	GFO		\$ 200	7,500	\$ 112.50	61,500	18,770	80,270	\$ 132.45	\$ 444.95
135	193950 PLACID RENTALS LLC	GFO		\$ 200	15,000	\$ 225.00	90,000	264,900	354,900	\$ 585.59	\$ 1,010.59
136	224650 PORTNEY ABBY KELMAN	GFO		\$ 200	19,483	\$ 292.25	110,087	513,013	623,100	\$ 1,028.12	\$ 1,520.36
137	616205 MSGF CONDOS LLC	503		\$ 200	574	\$ 8.61	3,863	223,937	227,800	\$ 375.87	\$ 584.48
138	616210 FRANK PLUMLEE FAMILY TRUST	503	125	\$ 50	450	\$ 6.75	3,030	282,870	285,900	\$ 471.74	\$ 528.89
139	616215 HAGAN ROGER A	503	125	\$ 50	308	\$ 4.62	2,076	223,224	225,300	\$ 371.75	\$ 426.37
140	616220 CAVANAGH HOLDINGS LLC	503	125	\$ 50	291	\$ 4.37	1,962	219,938	221,900	\$ 366.14	\$ 420.50
141	616225 HALVERSON TERRI S	503	125	\$ 50	500	\$ 7.50	3,363	292,437	295,800	\$ 488.07	\$ 545.57
142	616230 SAVAGE JEFFREY J ETAL	503	125	\$ 50	476	\$ 7.14	3,204	286,196	289,400	\$ 477.51	\$ 534.65
143	616235 HENDRICKSON TYSON	503	125	\$ 50	469	\$ 7.04	3,159	283,741	286,900	\$ 473.39	\$ 530.42
144	616240 BENNETTS MARJORIE	503	125	\$ 50	268	\$ 4.02	1,803	209,997	211,800	\$ 349.47	\$ 403.49
145	616245 KUBAS HEATHER	503	125	\$ 50	416	\$ 6.24	2,803	257,597	260,400	\$ 429.66	\$ 485.90
146	616250 ZAT GF LLC	503		\$ 200	608	\$ 9.12	4,090	275,210	279,300	\$ 460.85	\$ 669.97
147	616255 FBGM HOLDINGS LLC	503		\$ 200	311	\$ 4.67	2,091	125,709	127,800	\$ 210.87	\$ 415.54
148	616260 MSGF CONDOS LLC	503		\$ 200	441	\$ 6.62	2,969	198,731	201,700	\$ 332.81	\$ 539.42
149	616265 MSGF CONDOS LLC	503		\$ 200	444	\$ 6.66	2,992	203,508	206,500	\$ 340.73	\$ 547.39
150	616270 COMMUNITY HEALTH CARE CENTER INC	503		\$ 200	574	\$ 8.61	3,863	226,037	229,900	\$ 379.34	\$ 587.95
151	616275 UNDERWOOD JASON M	503	125	\$ 50	450	\$ 6.75	3,030	274,370	277,400	\$ 457.71	\$ 514.46
152	616280 GREEN BROOKS ETAL	503	125	\$ 50	549	\$ 8.24	3,697	316,103	319,800	\$ 527.67	\$ 585.91
153	616285 BISTODEAU JUDY K & GARY	503	125	\$ 50	444	\$ 6.66	2,992	280,808	283,800	\$ 468.27	\$ 524.93
154	616290 YEON JENEE S	503	125	\$ 50	417	\$ 6.26	-	273,300	273,300	\$ 450.95	\$ 507.20
155	616295 ROBERTS DUSTIN E	503	125	\$ 50	509	\$ 7.64	3,424	311,576	315,000	\$ 519.75	\$ 577.39
156	616300 JOHNSON CAROLINE B	503	125	\$ 50	416	\$ 6.24	2,803	269,097	271,900	\$ 448.64	\$ 504.88
157	616305 PAPE DAVID BERNARD	503	125	\$ 50	549	\$ 8.24	3,697	315,703	319,400	\$ 527.01	\$ 585.25
158	616310 EULTGEN DARREN & CINDY	503	125	\$ 50	444	\$ 6.66	2,992	280,508	283,500	\$ 467.78	\$ 524.44
159	616315 EULTGEN DARREN & CINDY	503	125	\$ 50	417	\$ 6.26	2,810	269,490	272,300	\$ 449.30	\$ 505.55
160	616320 BURGAN VALERIE G	503	125	\$ 50	509	\$ 7.64	3,424	311,276	314,700	\$ 519.26	\$ 576.89
161	616325 WAKEMAN NORMAN S JR & MELYNN K	503	125	\$ 50	416	\$ 6.24	2,803	268,797	271,600	\$ 448.14	\$ 504.38
162	617100 WILKE TYSON ETAL	FP1		\$ 200	6,665	\$ 99.98	54,550	1,357,350	1,411,900	\$ 2,329.64	\$ 2,629.61
163	617150 WARD KRAIG ALLAN	FP1		\$ 200	871	\$ 13.07	6,950	341,050	348,000	\$ 574.20	\$ 787.27
164	620650 ROGERS DARYL D	CAP		\$ 200	3,615	\$ 54.23	21,627	170,373	192,000	\$ 316.80	\$ 571.03
165	620660 WILSON THOMAS M JR & KATHLEEN A	CAP		\$ 200	4,574	\$ 68.61	27,405	227,295	254,700	\$ 420.26	\$ 688.87
166	620670 MEADOWLARK HOME CARE LLC	CAP		\$ 200	6,839	\$ 102.59	40,968	261,032	302,000	\$ 498.30	\$ 800.89
167	628625 SEIDLITZ JOHN E JR ETAL	HBC		\$ 200	713	\$ 10.70	19,255	65,845	85,100	\$ 140.42	\$ 351.11
168	628630 CORDEIRO CHRIS A	HBC		\$ 200	713	\$ 10.70	19,255	65,845	85,100	\$ 140.42	\$ 351.11
169	647400 A&E RENTALS LLC	EBC		\$ 200	10,336	\$ 155.04	92,213	414,987	507,200	\$ 836.88	\$ 1,191.92
170	647402 UAZ BUILDING PARTNERSHIP	EBC		\$ 200	4,386	\$ 65.79	44,678	309,022	353,700	\$ 583.61	\$ 849.40
171	647404 RAILROAD SQUARE LLC	EBC		\$ 200	11,903	\$ 178.55	100,786	693,814	794,600	\$ 1,311.09	\$ 1,689.64
172	647406 UAZ BUILDING PARTNERSHIP	EBC		\$ 200	4,699	\$ 70.49	45,272	314,528	359,800	\$ 593.67	\$ 864.16

**GREAT FALLS BUSINESS IMPROVEMENT DISTRICT  
ASSESSMENTS FOR FISCAL YEAR 2026, TAX YEAR 2025  
RESOLUTION #10583 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
173	650100 COLUMBIA GRAIN INTERNATIONAL LLC	HBB		\$ 200	10,000	\$ 150.00	49,000	397,160	446,160	\$ 736.16	\$ 1,086.16
174	650200 COLUMBIA GRAIN INTERNATIONAL LLC	HBB		\$ 200	10,000	\$ 150.00	49,000	397,160	446,160	\$ 736.16	\$ 1,086.16
175	650300 COLUMBIA GRAIN INTERNATIONAL LLC	HBB		\$ 200	10,000	\$ 150.00	49,000	397,160	446,160	\$ 736.16	\$ 1,086.16
176	651010 T&G PROPERTIES LLC	JHC		\$ 200	936	\$ 14.04	7,675	360,025	367,700	\$ 606.71	\$ 820.75
177	651020 MONT CARE INC	JHC		\$ 200	588	\$ 8.82	4,822	63,090	67,912	\$ 112.05	\$ 320.87
178	651030 CONNER DENNIS & JANIS	JHC		\$ 200	542	\$ 8.13	4,822	168,678	173,500	\$ 286.28	\$ 494.41
179	651040 OT ENTERPRISES LLC	JHC		\$ 200	560	\$ 8.40	4,588	284,612	289,200	\$ 477.18	\$ 685.58
180	651050 GARDNER JAMES F	JHC		\$ 200	596	\$ 8.94	4,883	303,117	308,000	\$ 508.20	\$ 717.14
181	651090 NORTH DATA CENTER LLC	JHC		\$ 200	1,430	\$ 21.45	11,728	539,972	551,700	\$ 910.31	\$ 1,131.76
182	651100 OLSON KENNETH R & ILINDA M ETAL	JHC		\$ 200	2,770	\$ 41.55	5,141	278,959	284,100	\$ 468.77	\$ 710.32
183	651115 MARR LIVING TRUST	LJC	125	\$ 50	474	\$ 7.11	3,936	515,964	519,900	\$ 857.84	\$ 914.95
184	651120 MCCURRY BEATRICE C	LJC	125	\$ 50	474	\$ 7.11	3,936	364,064	368,000	\$ 607.20	\$ 664.31
185	651125 SALONEN WILLIAM W & SUSAN L	LJC	125	\$ 50	474	\$ 7.11	3,936	342,464	346,400	\$ 571.56	\$ 628.67
186	651501 L'HEUREUX PAGE WERNER PC	KAT		\$ 200	7,601	\$ 114.02	42,968	1,107,032	1,150,000	\$ 1,897.50	\$ 2,211.52
187	651502 MONTANA HOMEOWNERSHIP NETWORK INC	KAT		\$ 200	1,668	\$ 25.02	6,603	248,497	255,100	\$ 420.92	\$ 645.94
188	651503 SILVERTIP LLC	KAT		\$ 200	2,224	\$ 33.36	12,798	329,702	342,500	\$ 565.13	\$ 798.49
189	651504 NEIGHBORHOOD HOUSING SERVICES INC	KAT		\$ 200	1,112	\$ 16.68	4,369	167,840	172,209	\$ 284.14	\$ 500.82
190	651505 NEIGHBORHOOD HOUSING SERVICES INC	KAT		\$ 200	2,966	\$ 44.49	11,621	437,279	448,900	\$ 740.69	\$ 985.18
191	651506 NEIGHBORHOOD HOUSING SERVICES INC	KAT		\$ 200	2,966	\$ 44.49	20,884	785,816	806,700	\$ 1,331.06	\$ 1,575.55
192	1888310 MCMANUS PROPERTIES LLC	SEC 11, T20N, R3E		\$ 200	31,363	\$ 470.45	152,179	1,045,221	1,197,400	\$ 1,975.71	\$ 2,646.16
193	2019175 ENERGY WEST MONTANA INC	GF		\$ 200	91,000	\$ 1,365.00	793,157	12,238,347	13,031,504	\$ 21,501.98	\$ 23,066.98
194	2020119 DSB TOWER LLC	DSB		\$ 200	15,000	\$ 225.00	20,619	573,630	594,249	\$ 980.51	\$ 1,405.51
195	2020120 DSB TOWER LLC	DSB		\$ 200	5,944	\$ 89.16	8,295	498,405	506,700	\$ 836.06	\$ 1,125.22
196	2020121 FRANCIS MARIE PSALM 27:17 LLC	DSB		\$ 200	9,056	\$ 135.84	13,035	709,665	722,700	\$ 1,192.46	\$ 1,528.30
197	2020122 SCHULTE DIRK AGENCY	DSB		\$ 200	5,483	\$ 82.25	8,295	473,405	481,700	\$ 794.81	\$ 1,077.05
198	2020123 DSB TOWER LLC	DSB		\$ 200	2,831	\$ 42.47	4,266	209,734	214,000	\$ 353.10	\$ 595.57
199	2020124 DSB TOWER LLC	DSB		\$ 200	2,797	\$ 41.96	3,674	199,126	202,800	\$ 334.62	\$ 576.58
200	2020125 DSB TOWER LLC	DSB		\$ 200	1,862	\$ 27.93	2,844	86,456	89,300	\$ 147.35	\$ 375.28
201	2020126 KSJ PROPERTIES LLC	DSB		\$ 200	6,083	\$ 91.25	8,295	498,305	506,600	\$ 835.89	\$ 1,127.14
202	2020127 DSB TOWER LLC	DSB		\$ 200	1,914	\$ 28.71	2,726	156,674	159,400	\$ 263.01	\$ 491.72
203	2020128 DSB TOWER LLC	DSB		\$ 200	2,153	\$ 32.30	3,081	144,919	148,000	\$ 244.20	\$ 476.50
204	2020129 DSB TOWER LLC	DSB		\$ 200	2,491	\$ 37.37	3,555	292,300	295,855	\$ 488.16	\$ 725.53
205	2020130 GILLEON RESERVATION LLC	DSB		\$ 200	5,618	\$ 84.27	8,295	381,605	389,900	\$ 643.34	\$ 927.61
206	2020131 DSB TOWER LLC	DSB		\$ 200	11,221	\$ 168.32	2,370	164,230	166,600	\$ 274.89	\$ 643.21
207	2020134 DSB TOWER LLC	DSB		\$ 200	7,023	\$ 105.35	15,998	347,102	363,100	\$ 599.12	\$ 904.46
208	2020190 HANSERJAC LLC	JHC		\$ 200	938	\$ 14.07	1,747	80,153	81,900	\$ 135.14	\$ 349.21
209	2020196 STSA PARTNERS LLC	FBC		\$ 200	8,455	\$ 126.83	60,962	1,851,338	1,912,300	\$ 3,155.30	\$ 3,482.12
210	2020197 HICKS ENDEAVORS LLC	FBC		\$ 200	2,165	\$ 32.48	15,240	413,860	429,100	\$ 708.02	\$ 940.49
211	2023025 STREIT HOLDINGS LLC	JHC		\$ 200	2,586	\$ 38.79	4,797	220,903	225,700	\$ 372.41	\$ 611.20
212	2023073 GSF HOLDINGS LLC	DSB		\$ 200	1,075	\$ 16.13	3,318	173,882	177,200	\$ 292.38	\$ 508.51
213	2023074 GSF HOLDINGS LLC	DSB		\$ 200	1,585	\$ 23.78	356	20,844	21,200	\$ 34.98	\$ 258.76
213	TOTALS			\$ 39,300	2,071,046	\$ 31,065.69	\$ 13,897,922	\$ 172,385,175	186,283,097	\$ 307,367.11	\$ 377,732.80

*Agenda #21.*





*Commission Meeting Date:* September 16, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10584 to Levy and Assess Properties within the Tourism Business Improvement District

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Annual Assessment Process

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

**Action Requested:** City Commission Adopt Resolution 10584

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10584.”

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

---

**Staff Recommendation:** Staff recommends the City Commission adopt Resolution 10584 to levy and assess properties within the Tourism Business Improvement District (TBID).

**Background:** The initial creation of the TBID was in 2008. On February 6, 2018, the City Commission approved Resolution 10222 re-creating said TBID for a duration of ten (10) years. The TBID's overall purpose is to promote tourism, conventions, trade shows, and travel to the City of Great Falls through the use of assessment revenue. If there are any material increases or decreases in the actual assessment from the approved budget, the TBID's Board will either request a budget amendment from the City Commission, or the Board will include the amount of revenue whether it is an increase or decrease in their Work Plan and Budget for the coming Fiscal Year.

On July 15, 2025, as required by State Statute 7-12-1132 (3) MCA, the TBID presented a proposed Work Plan and Budget and recommended a method of levying an assessment on the properties within the district that best ensures the assessment on each property is equitable and in proportion to the benefits to be received for Fiscal Year 2025/2026. Following the public hearing held on July 15, 2025, the City Commission moved to adopt the 2025/2026 Work Plan and Budget for the TBID.

**Fiscal Impact:**

The assessment will be according to the formula approved with the re-creation of the district:

The assessment will be a flat fee of two dollars (\$2.00) per occupied room night for establishments with 31 or more rooms and a flat fee of one dollar (\$1.00) per occupied room night for establishments with 1-



30 as prescribed in Mont. Code Ann. Section 7-12-1133(f). The new assessment method began on July 1, 2018. Assessment data is collected by an outside accounting firm through quarterly reporting from each property and is billed in arrears.

The assessment amount requested by the TBID through their Work Plan and Budget was \$757,675. The actual assessment for Fiscal Year 2025/2026 based on the above assessment formula will generate \$743,944 in assessment revenue. Last year, the total assessment billed was \$760,254. This will be decrease of \$16,310. The 2025/2026 assessment per property is indicated on the assessment projection summary as Exhibit “A” incorporated herein and made a part of Resolution 10584.

**Alternatives:** The City Commission could choose to deny Resolution 10584 to assess the property owners in the TBID. However, on July 15, 2025, the City Commission approved the TBID Budget which identifies the TBID assessment as 74% of the operating revenues. Denial of Resolution 10584 will prevent the TBID from carrying out the City Commission previously approved budget.

**Concurrences:** The TBID partners with several organizations to provide results and follow the overall purpose for the TBID. Finance staff is responsible for assessing and collecting the revenues.

**Attachments/Exhibits:**

- Resolution 10584
- Resolution 10584 Exhibit “A”

**RESOLUTION 10584****A RESOLUTION LEVYING AN ASSESSMENT ON ALL PROPERTIES  
WITHIN THE GREAT FALLS TOURISM BUSINESS IMPROVEMENT DISTRICT  
(TBID) NO. 1307**

**WHEREAS**, the City Commission, is authorized to create and administer a business improvement district as provided by § 7-12-1101 through § 7-12-1151 MCA; and,

**WHEREAS**, the City Commission is authorized, more specifically by § 7-12-1101 through § 7-12-1144 MCA, to create a Tourism Business Improvement District (TBID) to promote tourism, conventions, trade shows, and travel to the City of Great Falls; and,

**WHEREAS**, on December 2, 2008, the City Commission approved Resolution 9792 creating the Tourism Business Improvement District No. 1307 in Great Falls, Montana for a duration of ten (10) years; and,

**WHEREAS**, on February 6, 2018, the City Commission approved Resolution 10222, re-creating said Tourism Business Improvement District for a duration of ten (10) years; and

**WHEREAS**, a Board of Directors for the Tourism Business Improvement District has been appointed and said Board has developed and submitted a Work Plan and Proposed Budget to the City Commission; and,

**WHEREAS**, the City Commission is required by § 7-12-1132(b) MCA to conduct a public hearing to hear objections to the work plan and budget, and may modify as it considers necessary and appropriate; and,

**WHEREAS**, the City Commission, is authorized to require all or any portion of the cost of funding all uses and projects for tourism promotion within Great Falls, as specified in the Great Falls Tourism Business Improvement District budget, be paid by the owners of the property embraced within the boundaries of such a district; and,

**WHEREAS**, the City Commission, is authorized to annually assess and collect the entire cost of the district against the entire district using a method, which best ensures that the assessment on each lot or parcel is equitable in proportion to the benefits to be received as provided by § 7-12-1133 MCA.

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

**Section 1 – Adoption of Work Plan and Budget**

On July 15, 2025, the City Commission held a public hearing on any objections to the Work Plan and Proposed Budget with the understanding that approval of the two documents would necessitate the levying of an assessment on all the property in the district.

**Section 2 – Assessment Method**

All parcels with hotels, with six or more rooms, defined as any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping purposes and includes any hotel, inn, motel, or other similar structure or portion thereof, within the boundaries of the district are to be assessed for the costs of operating the Tourism Business Improvement District. Stays by persons who are otherwise exempt from paying a transient occupancy tax (a.k.a lodging facility use tax), as provided in § 15-65-101 through § 15-65-136 MCA, shall be exempt from the assessment.

The assessment will be a flat fee of two dollars (\$2.00) per occupied room night for establishments with 31-40 rooms (Land Use Code 154) and establishments with over 40 rooms (Land Use Code 155) and a flat fee of one dollar (\$1.00) per occupied room night for establishments with 1-10 rooms (Land Use Code 151), 11-20 rooms (Land Use Code 152) and for establishments with 21-30 rooms (Land Use Code 153) as prescribed in Mont. Code Ann. § 7-12-1133(f).

The assessment requested for Fiscal Year 2025/2026 is based on the above assessment formula and will generate SEVEN HUNDRED FORTY-THREE THOUSAND NINE HUNDRED FORTY-FOUR DOLLARS (\$743,944) in assessment revenue due to the assessment time frame.

Due to overwhelming support for a Tourism Business Improvement District and concurrence with the assessment formula, the City Commission hereby approves the levying of the assessment as indicated on the assessment projection summary attached to this resolution as Exhibit “A”.

**Section 3 – Assessment Due Date**

Assessments are payable in two payments and will become delinquent at 5:00 o’clock p.m. on November 30, 2025 and May 31, 2026.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,  
this 16<sup>th</sup> day of September, 2025.

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

ATTEST:

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

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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



**TOURISM BUSINESS IMPROVEMENT DISTRICT  
ASSESSMENTS FOR TAX YEAR 2025, FISCAL YEAR 2026  
RESOLUTION #10584 - EXHIBIT "A"**

	PARCEL NO.	PROPERTY OWNER	BUSINESS NAME	SUB DIV	LOT	BLOCK	PROPERTY ADDRESS	TBID ASSESSMENT
1	1734800	3 HIGH INC	AIRWAY MOTEL	UNA	1	8	1800 14TH ST SW	EXEMPT
2	314000	FORBES PROPERTIES INC.	ALBERTA MOTEL & ANNEX COURT	GF5	LOT 8 - E15' & E15' OF W35' OF N80' LOT 9	607	1101 CENTRAL AVE W	\$ 1,118.00
3	716000	BRGF ENTERPRISES LLC	BEST RESTING GREAT FALLS INN	COW	1	1	5001 RIVER DR N	\$ 418.00
4	1083100	HERITAGE INN INC	BEST WESTERN HERITAGE INN	MNT	2-7	1	1700 FOX FARM RD	\$ 56,102.00
5	311500	MEHTA MARK ETAL	CENTRAL MOTEL	GF5	11-14	603	715 CENTAL AVE	\$ 894.00
6	898070	I15 HOTELS LLC	COMFORT INN & SUITES	GMP	8	1	1801 MARKET PLACE DR	\$ 32,020.00
7	1894100	VOLK ROY D & DIANE N	CRESTVIEW INN & SUITES				500 13TH AVE S	EXEMPT
8	1900110	GREAT FALLS CRYSTAL INN LLC	CRYSTAL INN	FJT	1	1	3701 31ST ST SW	\$ 28,572.00
9	1861800	COOPERS TROOPERS LIMITED PARTNERSHIP	DAYS INN	WW4	1	1	101 14TH AVE NW	\$ 25,730.00
10	191500	CYRUS INVESTMENTS LLC	TRAVELDOGE	GFO	4-7	366	220 CENTRAL AVE	\$ 30,348.00
11	526020	BRE ESA PROPERTIES LLC	EXTENDED STAY AMERICA	BBP	3	1	800 RIVER DR S	\$ 25,624.00
12	824600	OZZY LLC	GREAT FALLS COMFORT INN	G15	10	2	1120 9TH ST S	\$ 25,146.00
13	278000	KRYSTAL LLC A MONTANA LIMITED LIABILITY	WINGATE GREAT FALLS	GF1	1- 7	513	1000 9TH AVE S	\$ 24,502.00
14	898060	GREAT FALLS HOSPITALITY LLC	GREAT FALLS HOLIDAY INN					
15	722415	GREAT FALLS INN	EXPRESS HOTEL & SUITES	GMP	7AA	1	1625 MARKET PLACE DR	\$ 46,058.00
16	162050	STARRY NIGHT HOSPITALITY	GREAT FALLS INN	DE2	2	1	1400 28TH ST S	\$ 25,052.00
			GIBSON HOTEL		8 - 9	317	621 CENTRAL AVE	\$ 15,734.00
17	1897650	GREAT FALLS LODGING INVESTORS	HAMPTON INN		SEC 15, TWNShp 20, RANGE 3E		2301 14TH ST SW	\$ 36,962.00
18	972810	RUSSELL COUNTRY INVESTORS LLC	HILTON GARDEN INN	HGI	2	1	2520 14TH ST SW	\$ 46,114.00
19	821600	DHILLON HOTELS INC	HOLIDAY INN	G15	15	1	400 10TH AVE S	\$ 56,948.00
20	192200	ARVON BLOCK DEVELOPMENT VENTURE LLC	HOTEL ARVON	GFO	E1/2 LOT 4 - ALL OF LOT 5	368	116 1ST AVE S	\$ 14,458.00
21	122950	MEHTA PROPERTIES LLP	IMPERIAL INN	GFO	13-14	255	601 2ND AVE N	\$ 1,095.00
22	526040	GREAT FALLS INN-VESTMENTS LLC	BEST WESTERN PLUS					
23	NA	MALMSTROM INN & SUITES	RIVERFRONT HOTEL & SUITES	BBP	5	1	600 RIVER DR S	\$ 43,702.00
24	157350	TWEDT SURVIVORS TRUST ETAL	MALMSTROM INN & SUITES				7028 4TH AVE N	EXEMPT
25	1083400	VOLK ROY D & DIANE N	MID-TOWN MOTEL	GFO	5-6	307	526 2ND AVE N	\$ 970.00
			MOTEL 6	MNT	1	2	2 TREASURE STATE DR	\$ 9,938.00
26	189075	BIG SKY DEVELOPMENT ENT	O'HAIRE MOTOR INN	GFO	W/2 LOT 10 & LOTS 11-14	361	17 7TH ST S	\$ 15,398.00
27	979200	MEHTA MUKESH N	PLAZA INN	HL1	5, 6, 7	1	1224 10TH AVE S	\$ 1,211.00
28	185550	MEHTA PROPERTIES PARTNERSHIP ETAL	ROYAL MOTEL	GF1	1-3	355	1300 CENTRAL AVE	\$ 1,233.00
29	1832800	1521 LLC	STARLIT MOTEL	WGF	W40' 4 & 5-12	34	1521 1ST AVE NW	EXEMPT
30	1881302	RIVERSIDE HOTEL PARTNERS LLC	SPRINGHILL SUITES		IN NWSWSE SC, T20N,R3E PAR 2 COS 4516 IN SESW & IN GOV 7		421 3RD ST NW	\$ 67,532.00
31	1888950	VIRK HOSPITALITY GREAT FALLS LLC	STAYBRIDGE SUITES				201 3RD ST NW	\$ 44,750.00
32	979300	REESE VALENTINE HOMES LLC	SUPER 8	HL1	8-14	3	1214 13TH ST S	\$ 19,538.00
33	1047100	MEHTA MUKESH N	WESTERN MOTEL a.k.a. SKI'S	LIN	11-19	2	2420 10TH AVE S	\$ 1,079.00
34	2018007	GREAT FALLS HOTEL RE LLC	SLEEP INN & MAINSTAY SUITES	COU		3	520 COUNTRY CLUB BLVD	\$ 45,698.00
34		TOTALS						\$ 743,944.00



*Commission Meeting Date:* September 16, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution No. 10607 A Resolution Cancelling the November 4, 2025 General Election of Certain Municipal Officers

**From:** Lisa Kunz, City Clerk

**Initiated By:** Cascade County Election Administrator Terry Thompson

**Presented By:** Cascade County Election Administrator Terry Thompson

**Action Requested:** Adopt Resolution No. 10607

**Suggested Motion**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution No. 10607.”

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 Resolution No. 10607 cancelling the November 4, 2025 general election of certain municipal officers.

**Summary:** The City of Great Falls is scheduled for a general election on November 4, 2025, for one ballot issue, one municipal court judge – Department B, one mayor, two city commissioners, and for each of the nine Neighborhood Council Districts with a total of five positions within each district.

Mont. Code Ann. § 13-1-403 sets forth, in pertinent part, if the number of candidates filing for election is equal to or less than the number of positions to be filled, the election administrator shall notify the governing body of the local government in writing that the election is not necessary and the governing body may by resolution cancel the election.

Cascade County Election Administrator Terry Thompson notified the City on September 12, 2025, that she had not had any declared write-in filings by the August 6, 2025, deadline. Therefore, the races of municipal court judge – Department B, and Neighborhood Council Nos. 1, 2, 4, 5, 6, 7, 8, and 9 are eligible for cancellation.

If Resolution 10607 is adopted, the following candidates would be elected to their respective positions by acclimation following completion of the Municipal General Election to be held on November 4, 2025:

- Municipal Court Judge – Department B – Mark A. Dunn

- Neighborhood Council 1 - David Saslav, Pat Goodover II, Trevor Cummings, Arthur Taft, and Abigail St. Lawrence
- Neighborhood Council 2 - Andrew Sonnemaker, Ciara Ashcraft, Timothy Croft, Frank Speidel, and Wayne Young
- Neighborhood Council 4 - Lisa Meyers, Sandra Guynn, Neil Tredray, Ronald Paulick, and James G. Whitaker
- Neighborhood Council 5 - Dylan Lennox, Thomas Kotynski, Greg Milton, Howard Plouffe, and Luella Vogel
- Neighborhood Council 6 - Michelle Cornellier, Richard Cornellier, and James F. Rickley
- Neighborhood Council 7 - Allison Tangen, Troy Lane, Trevor Mikkelsen, Sandra Rice, and William Wadman
- Neighborhood Council 8 - David Price, Johnnie Scott, Michael W. Brainard, and Karen Grove
- Neighborhood Council 9 - Amanda Baugus, Barney Danishefsky, Dana Kirkmeyer, Theresa (Terri) Ryan, and Judie Suden

The Neighborhood Council Districts with less than five (5) candidates would be filled by appointment of the governing body pursuant to Mont. Code Ann. § 13-1-403(5)(b).

The races of one mayor, two commissioners, Neighborhood Council 3, and a ballot issue would remain on the November 4, 2025 ballot.

**Fiscal Impact:** Cascade County Election Administrator Terry Thompson reported that the cost savings would be in the programming fees to create the ballots by the county's vendor. With all the contests/races/issues on the ballot, there would be 49 different ballot faces (styles). Eliminating the 9 contests/races reduces the ballot faces/styles to 26. The total ballot programming savings is estimated to be \$655.75. She further explained that there would be a time savings for the County that would result in less time involved with the vendor programming and printing the ballots which will have the ballots arriving sooner, and saving time on election night processing less ballot styles. The result of which would be getting the results reported faster. Additionally, staff time reconciling the additional races for the canvass would be reduced. She has elected to not have site support from the tabulator vendor on Election Day, also saving the County \$5,400.

**Alternatives:** The City Commission could deny adoption of Resolution No. 10607 and proceed to include all municipal officer positions on the general election ballot.

**Attachments:** Resolution No. 10607; Letter dated September 12, 2025 from Cascade County Election Administrator Terry Thompson.

**RESOLUTION NO. 10607****A RESOLUTION CANCELLING THE NOVEMBER 4, 2025, GENERAL ELECTION OF CERTAIN MUNICIPAL OFFICERS**

**WHEREAS**, the 2025 Municipal General Election is scheduled to include one ballot issue, one Municipal Court Judge, two Commissioner seats, one Mayor seat, and each of the nine Neighborhood Council Districts with a total of five positions within each district; and

**WHEREAS**, Mont. Code Ann. § 13-1-403 sets forth in subsection (4) Except as provided in subsection (5)(b) and unless otherwise specifically provided by law, if the number of candidates filing for election is equal to or less than the number of positions to be filled, the election administrator shall notify the governing body of the local government in writing that the election is not necessary and the governing body may by resolution cancel the election; and

**WHEREAS**, the Cascade County Election Administrator provided notice, dated September 12, 2025, of the number of candidates that have filed for City offices for the upcoming November election, and that the Cascade County Election Department has not had any declared write-in filings by the August 6, 2025, deadline; and

**WHEREAS**, Mont. Code Ann. § 13-1-403(5)(b) sets forth: If an election has been canceled and there are no regular or declared write-in candidates for a position, the governing body of the local government shall fill the position by appointment. The term of an appointed member must be the same as if the member were elected; and

**WHEREAS**, Mont. Code Ann. § 7-5-4410 authorizes the governing body of a municipality to cancel a general election for the election of a municipal officer by resolution after notification by the election administrator pursuant to the provisions of § 13-1-403 if the number of candidates filing for election is equal to or less than the number of positions to be filled.

**WHEREAS**, this resolution provides notice that the municipal officer positions of Municipal Court Judge – Department B, and Neighborhood Council District Nos. 1, 2, 4, 5, 6, 7, 8, and 9 are eligible for cancelation.

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

1. The November 4, 2025, General Election of Municipal Court Judge – Department B, is hereby canceled, and Mark A. Dunn is hereby declared the candidate elected to the position by acclamation for a four-year term following completion of the Municipal General Election to be held on November 4, 2025.
2. The November 4, 2025, General Election of Neighborhood Council District No. 1 is hereby canceled, and David Saslav, Pat Goodover II, Trevor Cummings, Arthur Taft, and Abigail St. Lawrence are declared the candidates elected to the position by acclamation for two-



- year terms following completion of the Municipal General Election to be held on November 4, 2025.
3. The November 4, 2025, General Election of Neighborhood Council District No. 2 is hereby canceled, and Andrew Sonnemaker, Ciara Ashcraft, Timothy Croft, Frank Speidel, and Wayne Young are declared the candidates elected to the position by acclamation for two-year terms following completion of the Municipal General Election to be held on November 4, 2025.
  4. The November 4, 2025, General Election of Neighborhood Council District No. 4 is hereby canceled, and Lisa Meyers, Sandra Guynn, Neil Tredray, Ronald Paulick, and James G. Whitaker are declared the candidates elected to the position by acclamation for two-year terms following completion of the Municipal General Election to be held on November 4, 2025.
  5. The November 4, 2025, General Election of Neighborhood Council District No. 5 is hereby canceled, and Dylan Lennox, Thomas Kotynski, Greg Milton, Howard Plouffe, and Luella Vogel are declared the candidates elected to the position by acclamation for two-year terms following completion of the Municipal General Election to be held on November 4, 2025.
  6. The November 4, 2025, General Election of Neighborhood Council District No. 6 is hereby canceled, and Michelle Cornellier, Richard Cornellier, and James F. Rickley are declared the candidates elected to the position by acclamation for two-year terms following completion of the Municipal General Election to be held on November 4, 2025.
  7. The November 4, 2025, General Election of Neighborhood Council District No. 7 is hereby canceled, and Allison Tangen, Troy Lane, Trevor Mikkelsen, Sandra Rice, and William Wadman are declared the candidates elected to the position by acclamation for two-year terms following completion of the Municipal General Election to be held on November 4, 2025.
  8. The November 4, 2025, General Election of Neighborhood Council District No. 8 is hereby canceled, and David Price, Johnnie Scott, Michael W. Brainard, and Karen Grove are declared the candidates elected to the position by acclamation for two-year terms following completion of the Municipal General Election to be held on November 4, 2025.
  9. The November 4, 2025, General Election of Neighborhood Council District No. 9 is hereby canceled, and Amanda Baugus, Barney Danishefsky, Dana Kirkmeyer, Theresa (Terri) Ryan, and Judie Suden are declared the candidates elected to the position by acclamation for two-year terms following completion of the Municipal General Election to be held on November 4, 2025.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 16<sup>th</sup> day of September, 2025.

Cory Reeves, Mayor

ATTEST:

---

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

---

David G. Dennis, City Attorney



# CASCADE COUNTY

## Elections Department

325 2<sup>nd</sup> Ave N Ste. #100  
Great Falls MT 59401

September 12, 2025

City of Great Falls  
Attn: Lisa Kunz, City Clerk  
PO Box 5021  
Great Falls, MT 59403

RE: Notice of Cancellation of General Election Races for the City of Great Falls

Lisa,

Please be advised that the general election for the City of Great Falls for the Municipal Court Judge – Department B and eight (8) of the Neighborhood Councils are not necessary per 13-1-403 (4), (5)(b), MCA, due to the number of candidates filed. Additionally, there were no declared write-in candidate filings by the August 6 deadline. Per the same statute, the election for these positions may be canceled by resolution of the governing body of the local government.

Specifically, these races in the general election may be canceled:

Municipal Court Judge – Department B

Neighborhood Council 1

Neighborhood Council 2

Neighborhood Council 4

Neighborhood Council 5

Neighborhood Council 6

Neighborhood Council 7

Neighborhood Council 8

Neighborhood Council 9

The races remaining on the ballot would be:

Mayor (1 position)

Commissioner (two positions)

Ballot Issue

Neighborhood Council 3

Please notify the Cascade County Elections Office no later than September 23, 2025, with a resolution canceling the election for the races identified above or we will proceed with conducting an election for these races.

Let me know if you have any questions.

Sincerely,

Terry Thompson, Election Administrator