



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
May 06, 2025  
7:00 PM**

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

Public participation is welcome in the following ways:

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

**Meeting Decorum Statement**

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

**MILITARY UPDATES**

1. Miscellaneous Reports and announcements from Malmstrom Air Force Base.

## **PETITIONS AND COMMUNICATIONS**

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

2. Miscellaneous reports and announcements.

## **NEIGHBORHOOD COUNCILS**

3. Miscellaneous reports and announcements from Neighborhood Councils.

## **BOARDS AND COMMISSIONS**

4. Miscellaneous reports and announcements from Boards and Commissions.
- [5.](#) Appointments to the Great Falls Planning Advisory Board/Zoning Commission.

## **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.](#) Total Expenditures of \$2,319,995 for the period of March 27, 2025 through April 9, 2025, to include claims over \$25,000, in the amount of \$1,604,300.
- [8.](#) Minutes, April 15, 2025, City Commission Meeting.
- [9.](#) Contracts List.
- [10.](#) Approve the cancellation of City of Great Falls checks that remain outstanding and unpaid for a period of one (1) year or longer as authorized by section 7-6-4303 MCA.
- [11.](#) Approve the purchase of one new 2025 Envirosight Rover X Camera System from Normont Equipment of Great Falls, Montana, through Sourcewell, a governmental purchasing service cooperative, in the amount of \$120,920.
- [12.](#) Approve the Lease Agreement with Ugrin Alexander Zadick, P.C. for storage space located in the basement of #22 Railroad Square and authorize the City Manager to execute the document.
- [13.](#) Approve a change order credit in the amount of \$-3,369.60 to A & R Construction, LLC for the Great Falls Animal Shelter Remodel Project utilizing City funds, and authorize the City Manager to execute the change order documents.
- [14.](#) Approve the final payment for the Civic Center Infrastructure Renovations Project in the amount of \$69,949.31 to AT Klemens, and \$706.56 to the State Miscellaneous Tax Fund, and authorize the City Manager to make the payments.
- [15.](#) Award a contract in the amount of \$445,000 to Custom Plaster, LLC for the Mansfield Theater Ceiling Repair Project utilizing the Montana Historic Preservation Grant and City funds and authorize the City Manager to execute the construction contract documents.



- [16.](#) Set a public hearing for May 20, 2025 to consider a lease agreement of City owned property located in Sacajawea Park and Riverside Little League Park with the Riverside Little League Association.
- [17.](#) Set a public hearing for May 20, 2025 to consider a lease agreement of City owned property located at 38th Street North and 10th Ave with the Americans Little League Association.
- [18.](#) Set a public hearing for May 20, 2025 to consider a lease agreement of City owned property located in Grande Vista Park described as Westside Little League Park with Westside Little League.
- [19.](#) Set a public hearing for June 3, 2025 on Resolution 10574, Establishing Residential and Commercial Water, Sewer and Storm Drain Utility Service Rates effective July 1, 2025.

**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**

- [20.](#) Resolution 10572, Establishing fees pertaining to Building and Construction to include reduced Plan Review Fees on identical structures for Commercial and Residential Plan Reviews at 25% of the Building Permit Fee. *Action: Conduct a public hearing and adopt or deny Res. 10572. (Presented by Brock Cherry)*
- [21.](#) Resolution 10573 Establishing Residential and Commercial Sanitation Service Collection Rates effective June 1, 2025. *Action: Conduct a public hearing and adopt or deny Res. 10573. (Presented by Christoff Gaub)*

## **OLD BUSINESS**

## **NEW BUSINESS**

- [22.](#) Purchase of Property addressed as 5200 2nd Avenue North. *Action: Approve or not approve the purchase of the property for a purchase price of \$374,000 and authorize the City Manager to enter into all necessary documents and agreements to complete the transaction. (Presented by Christoff Gaub)*
- [23.](#) Union Bethel AME Church Pass-Through Grant from the State Historic Preservation Office. *Action: Approve or not approve a special projects grant for property located at 916 5th Avenue South. (Presented by Brock Cherry)*
- [24.](#) Franklin School, located at 820 1st Ave SW, Nomination to the National Register of Historic Places. *Action: Support or object to the nomination to the National Register of Historic Places. (Presented by Brock Cherry)*
- [25.](#) Ordinance 3273, Assigning Planned Unit Development (PUD) zoning to Lots 8-10, and 13-15 of Beebe Tracts as requested by Upslope Development for the proposed Meadowview Village Project. *Action: Accept or not accept Ord. 3273 on first reading and set or not set a public hearing for June 3, 2025. (Presented by Brock Cherry)*

## **ORDINANCES / RESOLUTIONS**

26. Ordinance 3274, Amending Title 2, Chapter 21 Pertaining to the Code of Ethics. *Action: Accept or not accept Ord. 3274 on first reading and set or not set second reading for May 20, 2025. (Presented by Commission, City Manager and City Attorney)*

## **CITY COMMISSION**

27. Appointments, Great Falls Citizen's Council.
28. Miscellaneous reports and announcements from the City Commission.
29. Commission Initiatives.
30. Legislative Initiatives.

## **ADJOURNMENT**

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

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

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



Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Appointments to the Great Falls Planning Advisory Board/Zoning Commission

**From:** City Manager's Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appoint two members to the Great Falls Planning Advisory Board/Zoning Commission.

**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission appoint \_\_\_\_\_ to the Great Falls Planning Advisory Board/Zoning Commission for the remainder of a three-year term through December 31, 2026, and appoint \_\_\_\_\_ for the remainder of a three-year term through December 31, 2025."

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

**Summary:** In March 2021, Lindsey Gray was appointed to the Planning Advisory Board/Zoning Commission for her first three-year term and reappointed for her second term on December 19, 2023. Ms. Gray resigned from the Board/Commission on March 1, 2025, therefore the City needs to fill the remainder of her term through December 31, 2026.

In February the City Commission appointed three new members to this Board from a total of seven citizens that applied during the advertisement period. Staff reached out to the unselected applicants to see if they would be interested in being considered for this opening. Michael Keith Bicsak, Beth Price Morrison and Joe McMillen were interested in being considered for this opening. The City also posted the opening on the City's Website to seek other citizen interest, receiving applications from Katheryn Hanning, Robert Long, and Sandor Hopkins.

Planning Board Chair Tory Mills and Vice Chair Julie Essex conducted telephone interviews of all the applicants with the assistance of Planning and Community Development Director Brock Cherry, Deputy PCD Director Lonnie Hill and PCD Administrative Assistant Jamie Nygard. The consensus was to ask the Planning Board to recommend Katheryn Hanning to the City Commission for appointment.

The applications were included in the Planning Board meeting packet. On April 22, 2025, prior to the Planning Board meeting, staff received a resignation from member Pat Green. His term is set to expire December 31, 2025.

Chair Mills and Vice Chair Essex provided a summary of the interview process. The Board voted to recommend appointment of Katheryn Hanning to the remainder of Ms. Gray's term through December 31, 2026, and appointment of Joe McMillan to the remainder of Mr. Green's term through December 31, 2025.

**Background:** The Great Falls Planning Advisory Board was created in lieu of the Great Falls City-County Planning Board. Further, the advisory board has jurisdiction within the City limits; consists of seven citizen members appointed by the City Commission; and, performs and provides the duties, services and functions specified in Ordinance No. 2913, generally involving growth policies, subdivision applications and plats, annexation applications, zoning and rezoning petitions, conditional use permits, long range planning, transportation planning, Community Transportation Enhancement Program administration, historic preservation services, etc. Members must reside within the city limits. City employees and elected officials are not eligible for appointment.

Current Board Members:

Pat Green	5/4/2021 – 12/31/2025	(Resigned April 22, 2025)
Julie Essex	12/6/2022 – 12/31/2025	
Lindsey Gray (Bullock)	3/2/2021 – 12/31/2026	(Resigned March 1, 2025)
Tory Mills	3/6/2018 – 12/31/2026	
Jim Wingerter	2/18/2025 – 12/31/2027	
Dave Bertelsen	2/18/2025 – 12/31/2027	
Jake Schneiderhan	2/18/2025 – 12/31/2027	

Citizens interested in serving on the Board:

Michael Keith Bicsak  
 Beth Price Morrison  
 Joe McMillen  
 Katheryn Hanning  
 Robert Long  
 Sandor Hopkins

**Alternatives:** City Commission could choose not to appoint the recommended applicants and appoint one of the other applicants or direct staff to continue to advertise.

**Attachments/Exhibits:**

Applications



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

**RECEIVED**

OCT 31 2024

**CITY MANAGER**

*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:		Date of Application:
CITY PLANNING ADVISORY BOARD		10/31/2024
Name:		
MICHAEL KEITH BICSAK		
Home Address:		Email address:
312 35TH AVE NE, GREAT FALLS, MT 59404		HOME: SGT_MULVANEY@YAHOO.COM WORK: MBICSAK@360-OS.COM
Home Phone:	Work Phone:	Cell Phone:
		(406)868-1699
Occupation:	Employer: 360 BUSINESS SOLUTIONS (SOON TO BE STAPLES BUSINESS ADVANTAGE)	
AREA SALES MANAGER (G.F., HELENA, BUTTE)		
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:		
<p>AS A FORMER INSURANCE AGENT I WAS IN TOUCH WITH HOUSING AND BUSINESS DEVELOPMENT AND NEEDS. ALSO FORMER AFFILIATE MEMBER OF THE G.F. ASSOCIATION OF REALTORS AND ATTENDED WEEKLY MEETINGS AND WAS A MEMBER OF THEIR YPN GROUP. I REGULARLY ATTENDED G.F. DEVELOPMENT ALLIANCE "COFFEE AND BUSINESS" MEETINGS BEFORE IT WAS DISCONTINUED AND STILL READ THE WEEKLY EMAIL UPDATES FROM THE GFDA. I AM AN ACTIVE MEMBER OF THE CHAMBER OF COMMERCE &amp; SERVE ON COMMUNITY BOARDS.</p>		
Educational Background:		
HIGH SCHOOL (CMR 1997), SOME COLLEGE (DICKINSON STATE UNIVERSITY, WHAT IS NOW GF COLLEGE MSU), MONTANA INSURANCE LICENSING (PROPERTY, CASUALTY, LIFE, HEALTH)		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities:		
<p>FUTURE OF THE FALLS COMMUNITY FORUMS: HELPED INVITE PEOPLE TO FORUMS AND SOME PLANNING BASECAMP GREAT FALLS: YOUNG PROFESSIONALS GROUP SPAWNING FROM THE FUTURE OF THE FALLS FORUMS, SERVING AS TREASURER AND ON COMMUNITY OUTREACH BOARD. PARTICIPATION IN G.F. CITY 101 CITIZENS ACADEMY, GFDP CITIZENS ACADEMY, GFFR CITIZENS ACADEMY APPLIED BUT WAS NOT SELECTED FOR GFDP ADVISORY BOARD</p>		
Previous and current public experience (elective or appointive):		
NONE		
Membership in other community organizations:		
<p>GF AREA COMMUNITY FOUNDATION BOARD MEMBER, CURRENT AND PAST MEMBER OF UNITED WAY OF CASCADE COUNTY CAMPAIGN COMMITTEE, SPECIAL OLYMPICS OF MT POWERLIFTING DIRECTOR 2017-2020 AND ANNOUNCER AT SPRING GAMES, GREAT FALLS CHAMBER OF COMMERCE: CHAMBER AMBASSADOR COMMITTEE (FORMER CHAIR), BNG #3 (CURRENT CHAIR), EARNED EAGLE SCOUT RANK AND LATER SAT ON EAGLE REVIEW BOARD FOR LEWIS AND CLARK DISTRICT.</p>		



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 LOVE GREAT FALLS & WOULD LOVE TO, IF EVEN IN JUST A SMALL WAY, PARTICIPATE IN THE GROWTH & DEVELOPMENT OF THE CITY I WAS BORN AND RAISED IN & HAVE RAISED MY OWN FAMILY IN. THERE IS A HUGE DEMAND FOR HOUSING & BUSINESS DEVELOPMENT IN G.F. THAT MUST BE ADDRESSED, BUT I BELIEVE WE MUST ALSO BE SELECTIVE & CALCULATED IN OUR APPROACH. I AM A HUGE PROponent OF GROWTH & DEVELOPMENT, BUT AM ALSO REALISTIC IN THAT ALL PROJECTS ARE NOT WINNERS & SHOULD NOT BE APPROVED SIMPLY FOR THE SAKE OF GROWTH. WE HAVE SEEN POPULATION BOOMS ALL THROUGH MONTANA, & IT WILL INEVITABLY REACH GREAT FALLS IN THE NEAR FUTURE AS PEOPLE DISCOVER WE ARE A HIDDEN GEM THAT IS CENTRALLY LOCATED IN THE STATE WITH RECREATION WITHIN CITY LIMITS & NEARBY ACCESS TO SKIING, FISHING, HUNTING & HIKING, WITH AN INT'L AIRPORT, & BUSINESS FRIENDLY. WE NEED TO PREPARE, & UNLIKE OTHER CITIES HAVE UNIQUE OPPORTUNITY TO PLAN FOR THE BOOM.

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

MY PAST PROFESSION AS AN INSURANCE AGENT AND CURRENT POSITION AS A GM/AREA SALES MANAGER OF A BUSINESS IN GREAT FALLS HAS MADE ME AWARE AND KEPT ME IN TUNE OF HOUSING AND BUSINESS DEVELOPMENT. I GAINED FURTHER INTEREST AND KNOWLEDGE OF THE HOUSING INDUSTRY AS AN AFFILIATE MEMBER OF THE G.F. ASSOCIATION OF REALTORS, AND THE BUSINESS SECTOR THROUGH GFDA AND CHAMBER INVOLVEMENT. I WAS ALSO FASCINATED AND GLEANED A LOT OF KNOWLEDGE BY PARTICIPATION IN THE CITY 101, GFDP, AND GFFR CITIZENS ACADEMIES AND WORKING WITH FORMER MAYOR BOB KELLY AND FORMER COMMISSIONER MARY MOE IN THE "FUTURE OF THE FALLS" AND THEN "BASECAMP GREAT FALLS".

Additional comments:

I WOULD BE HONORED TO SERVE ON THIS BOARD.

Signature



Date:

10/31/2024

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.

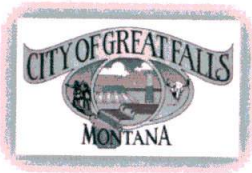
**Return this form to:**

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





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

**RECEIVED**

OCT 23 2024

CITY MANAGER

*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: <div style="font-size: 1.2em; font-family: cursive;">Planning Advisory Board</div>		Date of Application: <div style="font-size: 1.2em; font-family: cursive;">10.22.2024</div>	
Name: <div style="font-size: 1.2em; font-family: cursive;">Beth Price Morrison</div>			
Home Address: <div style="font-size: 1.2em; font-family: cursive;">325 Riverview West Great Falls, MT 59404</div>		Email address: <div style="font-size: 1.2em; font-family: cursive;">bethprice1118morrison@gmail.com</div>	
Home Phone: <div style="font-size: 1.2em; font-family: cursive;">N/A</div>	Work Phone: <div style="font-size: 1.2em; font-family: cursive;">406 952-0468</div>	Cell Phone: <div style="font-size: 1.2em; font-family: cursive;">406 750-0804</div>	
Occupation: <div style="font-size: 1.2em; font-family: cursive;">Substance Abuse Prevention</div>		Employer: <div style="font-size: 1.2em; font-family: cursive;">Alliance for Youth</div>	
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: <div style="font-size: 1.2em; font-family: cursive;">See attached</div>			
Educational Background: <div style="font-size: 1.2em; font-family: cursive;">See attached</div>			
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>			
Previous and current service activities: <div style="font-size: 1.2em; font-family: cursive;">See attached</div>			
Previous and current public experience (elective or appointive): <div style="font-size: 1.2em; font-family: cursive;">See attached</div>			
Membership in other community organizations: <div style="font-size: 1.2em; font-family: cursive;">See attached</div>			

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?

Cascade County DUI Task force 2021-Present

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

Cascade County DUI Task force

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?

See attached

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

See attached

Additional comments:

See attached

Signature



Date:

10.22.2021

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



**City of Great Falls  
Board & Commissions  
Citizen Interest Form  
Attachment**

**Beth Price Morrison**

**Related experiences or background:**

- **Community Engagement:** My work with the Cascade County Substance Abuse Prevention Alliance coalition addresses community needs, particularly around public health, education and youth welfare. This demonstrates an ability to understand and act on local concerns.
- **Youth Advocacy:** My involvement in programs like the Great Falls Public School District's Peer Mentoring Program shows I am deeply invested in the well-being of young people. This experience can contribute to planning discussions, especially those involving youth spaces or facilities.
- **Organizational Skills:** Managing events and coordinating initiatives, as seen with an annual youth craft show and substance abuse prevention educational programs, highlights my ability to plan, organize and oversee projects—skills that are essential for city planning.
- **Public Awareness Efforts:** My work in promoting awareness, from social media posts about local news to advocating for legislation, reflects my ability to understand community dynamics and communicate effectively.
- **Problem-Solving:** Addressing underage substance use, advocating for stricter driving laws and my role as a Court Appointed Special Advocate Guardian Ad Litem (CASA-GAL) demonstrate my commitment to tackling complex social issues, a skill valuable for city planning.
- **Vision for Community Improvement:** My professional goals of enhancing youth mental health and combating the influence of addictive substance industries indicate a forward-thinking approach to community development.

**Educational Background:**

- BA in Journalism - University of Montana
- Graphic Design - Great Falls College MSU
- Certified Substance Abuse Prevention Specialist

**Additional Certifications:**

- Question, Persuade, Refer (QPR) Suicide Prevention Trainer
- Youth Mental Health First Aid Trainer
- Narcan Master Trainer
- Responsible Alcohol Sales & Service Trainer

**Additional Training Received:**

- Substance Abuse Prevention Skills Training
- Native American Substance Abuse Prevention Skills Training
- Ethics in Prevention
- Public Health

- Positive Cultural Framework
- Screening, Brief Intervention & Referral to Treatment
- CPR & First Aid
- Cultural Relevancy & Standards of Care in Indigenous Populations
- Strategic Prevention Framework
- Drug Endangered Children
- Human Trafficking
- Prime for Life (Minor in Possession)
- Responsible Alcohol Sales & Service
- Active Shooter Preparedness
- Social Determinants of Health
- Motivational Interviewing
- Meeting Facilitation
- Collaborating with Key Stakeholders
- Policy Change

**Previous and Current Service Activities (elected or appointed):**

- Court Appointed Special Advocate Guardian Ad Litem (CASA-GAL\_
- Montana Parent Teacher Association
- Cascade County DUI Task Force
- Northcentral Montana MMIP & Human Trafficking Task Force
- Prevent Child Abuse and Neglect Task Force
- NoMore Violence Week Planning Committee
- Stop the Stigma Planning Committee
- Prevention Specialist Advisory Board

**Membership in other community organizations:**

- Daughters of the American Revolution
- Phi Theta Kappa
- Honorary Lifetime Member Montana PTA

**Please describe your interest in serving on this board/commission:** My background in advocacy, coalition-building and community service has equipped me to contribute meaningfully to discussions around infrastructure, housing and public spaces, with a focus on sustainability and long-term prosperity. Ultimately, my goal is to help shape a city that listens to the needs and voices of its residents, fostering a stronger, more connected Great Falls.

**Please describe your experience and/or background which you believe qualifies you for service on this board/commission:** My experience and background have equipped me with a strong foundation for serving on the Planning Advisory Board. With a BA in Journalism from the University of Montana and additional training in Graphic Design from Great Falls College MSU, I bring effective communication and creative problem-solving skills. Over the past seven years with Alliance for Youth, I have gained extensive



training in areas like public health, cultural competency and strategic planning, which have helped me understand the complex needs of our community.

As a Certified Substance Abuse Prevention Specialist and trainer in suicide prevention, youth mental health and Narcan administration, I have led initiatives focused on improving community safety and well-being. My work has involved extensive collaboration with local organizations, schools and task forces, such as the Cascade County DUI Task Force, Northcentral Montana MMIP & Human Trafficking Task Force and the Prevent Child Abuse and Neglect Task Force. This experience has taught me the importance of creating policies and environments that prioritize public health, safety and inclusivity.

In addition to my professional background, I have served on committees like the NoMore Violence Week Planning Committee and the Stop the Stigma Planning Committee, and I am involved in community organizations such as the Daughters of the American Revolution. I believe these roles, along with my passion for advocacy, give me a well-rounded perspective that I can bring to the Planning Advisory Board to help make thoughtful, informed decisions for the future of Great Falls.

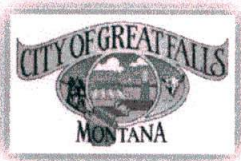
**Additional Comments:**

As someone who's called Great Falls home for many years, I'm genuinely passionate about helping our city grow and thrive. Through my work with various community initiatives, I've seen how thoughtful planning can really make a difference in people's lives. That's why I'm excited about the opportunity to serve on the Planning Advisory Board—to bring a fresh perspective that emphasizes collaboration, sustainability and inclusivity.

I believe that, as a community, we're stronger when we focus on what we have in common rather than what sets us apart. For me, it's all about belonging—making sure everyone feels respected, accepted and valued. That sense of belonging is at the heart of a vibrant, connected community. I want to help shape a future for Great Falls where every voice is heard and every resident feels they have a place.

I'm eager to contribute my skills, experience and dedication to this board. Together, we can build a Great Falls that reflects the best of who we are and all that we share.

Warm regards...Beth



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

RECEIVED

OCT 17 2024

CITY MANAGER

Agenda #5.

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: <i>Planning</i>		Date of Application: <i>10-17-24</i>	
Name: <i>Joe McMillen</i>			
Home Address: <i>3405 8th Ave N.</i>		Email address: <i>Coachjoe@bresnan.net</i>	
Home Phone: <i>406-761-5213</i>	Work Phone:	Cell Phone: <i>406-231-8042</i>	
Occupation: <i>Business Owner</i>		Employer: <i>All About You P+H</i>	
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>In Construction 30 Years "See Resume"</i>			
Educational Background: <i>Master Plumber</i>			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: <i>N/A</i>			
Previous and current public experience (elective or appointive): <i>Board of Variance/Appeals</i>			
Membership in other community organizations: <i>N/A</i>			



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?

Variance/ Appeals Gyrs

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

Final Meeting in Nov

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?

Positive Exp.

Serve in my community

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

See Resume

Additional comments:

Signature

*[Handwritten Signature]*

Date:

10-17-24

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

# Joe McMillen Resume

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(406) 231-8042  
Coachjoe@bresnan.net

## PLEASE DO NOT CONTACT PREVIOUS EMPLOYERS

### Work Experience

1996-2003 Talon Plumbing & Heating Great Falls, MT

#### **Plumbing & Heating Tech**

- Started and completed plumbing apprenticeship.
- Performed 3 Years Plumbing & Heating Service
- Performed 3 Years Commercial Mechanical Construction
- Estimated, Performed, and Supervised Excavation & Utilities

2003-2004 Wadsworth Plumbing & Heating Great Falls, MT

#### **Plumbing & Heating Superintendent**

- Performed & Managed Government Commercial Work
- Performed & Managed Ground-Work for a 100 Million Dollar Malt Plant

2004-2006 Quality Plumbing & Heating Great Falls, MT

#### **Project Manager & Senior Estimator**

- Competitively Estimating & Managing Projects. (Using Excel)
- Developed Company Standards & Training.
- Manage & Oversee 2 Other Sales/Estimating Employees.
- Manage and Oversee a 30 Man Workforce.
- Design & Manage Plumbing Systems
- HVAC Systems (In-floor, Duct Systems, Fresh Air Exchange & Waste Oil Burning)

2006-2013 Loenbro Great Falls, MT

#### **General Manager (Started New Plumbing & Heating Div.)**

- Competitively Estimating & Managing Projects. (Using Excel)
- Developed Company Standards & Training.
- Manage and Oversee Employees
- Design & Manage Plumbing Systems
- Started a Franchise Service Company Ben Franklin Plumbing
- HVAC Systems (In-floor, Duct Systems, Fresh Air Exchange & Waste Oil Burning)

2013–Current All About You Plumbing & Heating Great Falls, MT

**Business Owner**

- Competitively Estimating & Managing Projects. (Using Excel)
- Developed Company Standards & Training.
- Manage & Oversee Employees.
- Design & Manage Plumbing Systems
- Manage Finances & Fleet
- Design & Execute Business Plan
- Design & Manage HVAC Systems (In-floor, Duct Systems, Fresh Air Exchange, Off-Grid, & Waste Oil Burning)

2004-2005 Club Boxing Great Falls, MT

**Boxing Promoter**

- Set Up Weekly Fights
- Payroll (Paid Fighters, Venue Employees, & Sub-Contractors)
- Managed Venue (Fighters, Ring Girls, Bar, Security, MT State Board of Athletics)

2018-Current Board of Adjustments & Appeals Great Falls, MT

**Board Member/Chair**

- Volunteer for the City of Great Falls
- Help Make Decisions for Our Community
- Successful Participation & Voting in Several Meetings
- Successfully Conducted 1 Meeting Including 1 Public Hearing

**Licenses & Certifications**

- Current MT Master Plumbers License
- Current City of GFs Master Plumbers License
- Current City of Great Falls Master Gas Fitters License
- EPA Certification
- Pipe Fusion Certification
- Competent Person Trench Safety Certification
- Septic & Crain Field Certified (Cascade County)

**Strengths & Skills**

- Solid Communication Skills
- Computer Skills: Email, Word, Excel, Research, Ect.
- Coaching, Teaching, & Educating
- Reading & Interpretation of the UPC Code (25 Years of Exp)
- Fast @ Learning & Adapting
- Safety (Not 1 Work Comp Claim in 25 Years)
- Problem Solving is My Greatest Strength

## **Commercial & Industrial Project Experience**

### **Experience on Commercial Projects as a Support Plumber and HVAC Technician**

- Ulm Pushkin
- Several New Construction Homes
- Crystal Inn Motel
- Holiday Inn Motel
- Fort Benton High School Addition
- Fire Station Renovation (Helena MT)
- City of Great Falls Water Park

### **Experience on Commercial Projects as a Forman Plumber**

- Court House Renovations (Helena MT)
- Library Boiler & HVAC Upgrade (Helena MT)
- Montana State Lab Renovations (Helena MT) (Inc.Lab-Acid Waste & DI Water Lines)
- Ground-Work for the Malt Plant (Great Falls MT)

### **Experience on Commercial Projects as a Manager/Estimator**

- Lowes (Bozeman MT)
- Best Friends Animal Hospital (Great Falls MT)
- W Medical Office Building (Missoula MT)
- Court House HVAC System Upgrade (Missoula MT)
- Malt Plant Interior Plumbing & HVAC Installation)
- Multiple 12 Plex Apartment Buildings for Damon Carrol (Great Falls MT)
- Design Build Boiler System for Energy West
- Minute Man Missile Site ESOV & Utilities Upgrade (Multiple Sites)
- MT Refining Co. Turn Around & Reformer Installation (Heavy Industrial)

### **Design & Build Off-Grid Homes**

- Utilities, Wind, & Solar
- Structure Design & Build
- Bunker Design & Build




**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:		Date of Application:	
Planning Advisory Board		3-5-2025	
Name:			
Kathryn Hanning			
Home Address:		Email address:	
3217 4 <sup>th</sup> Ave No		Katiehanning406@gmail.com	
Home Phone:	Work Phone:	Cell Phone:	
406-899-9112	406-452-4663	406-899-9112	
Occupation:		Employer:	
Executive Officer		The Home Builders Assoc. of Great Falls	
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 work in the Building Industry and currently serve on the Cascade County Zoning Board.			
Educational Background: K-12, some college.			
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>			
Previous and current service activities: I serve as treasurer for the BPO Does non-profit			
Previous and current public experience (elective or appointive): I am a member of the Parking Advisory Commission. My term ends in April and I will <u>not</u> seek to continue.			
Membership in other community organizations:			



Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, what board and when did you serve? <i>Zoning Board - Cascade County</i> <i>Parking Commission - city of Great Falls</i>	
Are you currently serving on a Board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, which board? <i>Parking Board</i>	
Are you a Qualified Elector? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (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>As stated before, I have been working in the Building Industry for over 25 years. My work on other Boards gives me the understanding of the Role and protocol of a Board.</i>	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission?	
Additional comments:	
Signature 	Date: <i>3.5.25</i>

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.

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 Great Falls, MT 59403

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

Email:  
 katis@greatfallsmt.net



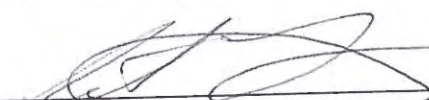


**BOARDS AND COMMISSIONS  
CITIZEN INTEREST FORM**  
(PLEASE PRINT OR TYPE)

Agenda #5.

*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: commision Board		Date of Application: 3/13/2025	
Name: Robert Long			
Home Address: 1421 29th Ave South, Great Falls, Montana 59405		Email address: cmprsgreatfalls@gmail.com	
Home Phone: 406-899-6095	Work Phone: 406-899-6095	Cell Phone: 406-899-6095	
Occupation: Founder and President of CMPS SECURITY		Employer: Central Montana Protection Services LLC (CMPS SECURITY)	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, please explain)			
Related experiences or background:		I think my experience of starting a company from the ground up and employing 70 employees. The buisness has been started right here in Great Falls and Promoting growth and assisting our veterans in getting jobs to help the community. I have also been involved in the Great Falls school systems.	
Educational Background: graduated from Palmyra Area High School while attending Lebanon Country Career and Technology Program and graduated from both Programs in 1995. I have attended Ashworth College for Human Resource Manangement. I also atteneded several trade schools and completed the programs which will be attached to this form with My Resume to make things easier.			
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>			
Previous and current service activities: My prior activities was working as a court officer licensed by the state of Montana. I worked for Keypoint Goverment Solutions as a contract for NBIB and was a contractor for 6 months.			
Previous and current public experience (elective or appointive): I was appointed to a few local Loss Prevention boards of Great Falls that were brought together before MT ORCA.			
Membership in other community organizations:		I have made it strong to be a supporter of Great Falls High School by supporting the JROTC program. I also have my buisness listed with the BBB and the Great Falls Chamber of Commerse.	

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, which board? I am currently serving on the board of Central Montana Protection Services as President and founder.	
Are you a Qualified Elector? Yes <input type="checkbox"/> No <input type="checkbox"/> (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? My interest is in Great Falls. I moved here 25 years ago and it has been my home since. I want to give back to the community and to our Veterans who have fought for our country. I am a proud father of two which my oldest is currently serving as a sailor for the United States Navy.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I have improved the local educational system with the help of my youngest son and have made improvements in kids with Autism and ADD and ADHD and ODD to have a voice and to be able to get them in to special programs. I have a variety of ideals to assist in different aspects of Great Falls.	
Additional comments:  Great Falls has a lot to offer but there seems to be things holding it back from progress. I would like to see what Great Falls is under lingering issues are and come up with solutions.	
Signature 	Date: 5/13/2025

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.

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Great Falls, MT 59403

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

Email:  
kartis@greatfallsmt.net

# ROBERT D. LONG

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1421 29<sup>th</sup> Avenue South, Great Falls MT 59405 • [CMPSGREATFALLS@GMAIL.COM](mailto:CMPSGREATFALLS@GMAIL.COM)•

Home 406-899-6095

U.S. Citizen • Owner of Central Montana Protection Services • Certified American Kenpo Instructor  
"3<sup>rd</sup> degree Black Belt"

## *Work Experience*

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### **Central Montana Protection Services**

2-5<sup>th</sup> Street North Suite #205, Great Falls, MT 59401

Founder/Resident Manager: Robert Long

Phone: 406-899-6095

Available 40+ hours per week

### **Key Skills:**

- Expertise in local and state regulations related to security and loss prevention, including suspect interviewing, detainment, and use of handcuffs.
- In-depth knowledge of safety and security protocols, policies, and procedures.
- Strong leadership skills with the ability to plan, organize, direct operations, and mentor staff through subordinate supervision.
- Skilled in analyzing, planning, and adjusting operational segments to meet organizational goals and objectives within available resources.

### **Technical Skills:**

- Proficient in Microsoft Office Suite, including Word, Excel, PowerPoint, Outlook, and Internet Explorer (Windows XP).

### **Responsibilities:**

- Provide leadership and oversight to a team of 70 security guards, responsible for safeguarding Multiple properties.
  - Plan and coordinate security routes to optimize loss prevention efforts.
  - Lead corporate security programs, substantiating and correcting 90 violations.
  - Monitor and report on 1,875 theft cases, ensuring personal accountability and proper prosecution.
  - Maintain 100% compliance with local, state, and federal laws, including reconciling 35 outdated case files within 120 days.
  - Manage scheduling and shift coverage for 70 security officers, ensuring 24/7 safety and security operations.
  - Monitor timecards and oversee contract execution, enforcing corporate policies, and reducing overtime expenses by \$26K in contract savings.
  - Manage multiple contracts, including those with federal entities such as Malmstrom Air Force Base and Archer Western.
- 

*Continued...*

## ROBERT D. LONG

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Page 2 of 6

### Professional Experience

#### Williams Investigations

*Montana State Certified Process Server*

**September 2018 – February 2024**

*4185 N Montana Ave STE 4, Helena, MT 59602*

#### Key Skills:

- **Process Serving:** Montana State Certified to serve legal documents, including subpoenas, summons, and other court-related materials, ensuring compliance with state regulations.
- **Court Filings:** Experienced in filing paperwork with local courts and U.S. District Courts, ensuring all legal documents are properly filed and processed.
- **Skip Tracing:** Proficient in skip tracing techniques to locate individuals who have moved or are difficult to find, ensuring successful service of legal documents.
- **Cry Sales:** Trained in conducting cry sales, including the preparation and execution of legal actions related to this process.

#### Key Responsibilities:

- **Process Serving:** Delivered legal documents to individuals involved in court cases, ensuring all services were completed in compliance with state and federal guidelines.
- **Court Paperwork:** Filed legal documents with local and U.S. District courts, maintaining accurate records and ensuring timely submission.
- **Skip Tracing:** Utilized advanced techniques to locate individuals for service, ensuring no delays in legal proceedings.
- **Court Officer Training:** Gained training as a court officer, performing duties related to legal document service and cry sales under appropriate legal frameworks.

### Professional Experience

#### Key Point Government Solutions / Perspecta

*Background Investigator*

**January 3, 2018 – August 13, 2018**

*1750 Foxtrail Dr, Loveland, CO 80538*

*Phone: (866) 667-3635*

#### Key Knowledge & Skills:

Continued...

- **Background Investigation Standards:** Proficient in the **National Background Investigations Bureau (NBIB)** standards for positive selection and conducting investigations.
- **Confidentiality Practices:** Thorough understanding of confidentiality laws, including handling sensitive personnel records and requests for information from various stakeholders.
- **Investigative Techniques:** Knowledge of various technical specialists and when to request their assistance during investigations.
- **Substance Abuse Recognition:** Ability to identify objective symptoms of alcohol use and controlled substances, ensuring accurate assessment of individuals under the influence.
- **Analytical Skills:** Ability to break down complex information into manageable components, analyze patterns and relationships, and draw logical conclusions.
- **Communication & Interpersonal Skills:** Proficient in preparing detailed reports and tactfully interacting with candidates, coworkers, management, and the public. Demonstrates cultural sensitivity and professionalism in sensitive or contentious situations.

#### Key Responsibilities:

- **Conduct Background Investigations:** Investigated individuals' backgrounds, analyzing complex information, and gathering evidence to ensure compliance with security and employment standards.
- **Interviewing & Reporting:** Conducted in-depth interviews with candidates and others involved in the process, developing pertinent questions and clarifying misunderstandings.
- **Investigation Integrity:** Maintained the integrity of confidential investigation files and ensured compliance with confidentiality protocols to protect sensitive information.
- **Time Management & Multitasking:** Efficiently managed multiple investigations simultaneously, prioritizing tasks to ensure timely completion.
- **Handling Sensitive Situations:** Remained calm and focused during interviews, especially in emotionally charged situations, to gather accurate and reliable information.
- **Collaboration & Teamwork:** Worked effectively as part of a team, maintaining a cooperative and respectful working relationship with all involved parties.

#### Professional Experience

##### MaxSent Security Co / Universal Protection Services / IPC International

##### Resident Manager (2007–2021)

*Great Falls, MT*

*Week: 40+ hours*

##### MaxSent Security Director (2008–2021)

#### Key Skills:



## ROBERT D. LONG

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Page 4 of 6

- Expertise in local and state regulations related to security and loss prevention
- Experience with suspect interviewing and detainment, including the use of handcuffs
- In-depth knowledge of safety and security policies, procedures, and regulations
- Strong leadership skills, including staff mentoring, motivation, and supervision
- Ability to plan, organize, and direct security operations and adjust to meet corporate goals
- Proficient in Microsoft Office Suite (Word, Excel, PowerPoint, Outlook) and Windows XP

### Responsibilities:

- **Leadership & Oversight:** Led a team of 5 security guards in the protection of **576,897 sq. ft.** of property, including **75 retail shops**.
- **Security Operations:** Developed and coordinated security routes tailored to meet the needs of loss prevention and facility safety.
- **Program Management:** Led corporate security programs, identifying areas for improvement and ensuring compliance with corporate policies.
- **Violation Management:** Substantiated and corrected **90 security violations**, ensuring that appropriate actions were taken to address security gaps.
- **Theft Monitoring & Reporting:** Monitored and reported **321 theft cases**, maintaining meticulous records for personal accountability and prosecution purposes.
- **Staff Training & Development:** Mentored and motivated team members, overseeing their performance and ensuring adherence to security procedures.

### Professional Experience

#### Securitas Security / Pinkerton / Burns

#### Professional Security Officer

2001–2006

### Key Skills:

- Staff Management
- Security Operations
- Program Implementation
- Maintenance Coordination
- Asset Tracking
- Movement Auditing
- Patient & Staff Safety

### Responsibilities:

- **Leadership & Oversight:** Led and supervised a team of 1-5 security officers, ensuring the effective safeguarding of a **144,000 sq. ft.** facility.

Continued...



- **Security Patrols:** Conducted regular patrols of the facility to identify vulnerabilities and ensure security measures were in place to protect hospital property and personnel.
- **Theft Prevention:** Identified potential security risks and took proactive measures to prevent theft, damage, or unauthorized access to critical areas.
- **Incident Investigation:** Investigated thefts, incidents, and complaints; documented findings and communicated with relevant individuals to resolve security concerns.
- **Law Enforcement Liaison:** Managed unlawful activities, coordinating with local law enforcement, including fire, police, and FBI, when necessary.
- **Emergency Response:** Provided immediate assistance during medical emergencies and coordinated with emergency response teams.
- **Program Development:** Implemented and coordinated various domestic violence programs and provided security in related situations.
- **Communication:** Maintained proper documentation of incidents and security activities, communicating through phone and radio systems to ensure the safety and efficiency of operations.

## EDUCATION

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### Educational Background:

1. **Ashworth College, Norcross, GA**
    - Human Resource Manager (67 Credits)
  2. **Stratford Career Institute, Washington, DC**
    - Security / Police Sciences Diploma (January 2006)
  3. **Thompson Education Direct / Penn Foster Career School, Scranton, PA**
    - Private Investigator Diploma (November 2002)
  4. **Lebanon County Career and Technology Center, Lebanon, PA**
    - Computer Information Technology Certificate
  5. **Palmyra Area High School, Palmyra, PA**
    - High School Diploma
- 

### Accomplishments & Certifications:

- **FEMA Certifications:**
  - Active Shooter IS-00907-2016
  - National Incident Management System-2009
- **IPC International Corporation:**
  - Supervisor Development Program (2010)
  - Certified Instructor (2009)
  - Handcuff Training (2008)
- **Pinkerton Security:**
  - Advanced Certification Levels 1, 2, and 3 (2003)

**ROBERT D. LONG**

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**Page 6 of 6**

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*Continued...*



**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>Planning Advisory Board</b>		Date of Application: <b>3-13-2025</b>
Name: <b>Sandor Hopkins</b>		
Home Address: <b>524 7<sup>th</sup> Ave South GF, MT 59405</b>		Email address: <b>Sandor.hopkins@gmail.com</b>
Home Phone: <b>—</b>	Work Phone: <b>406-466-3550</b>	Cell Phone: <b>406-209-4845</b>
Occupation: <b>Project Manager = Planner</b>	Employer: <b>Morris Land Surveys, PLLC (2021-Present)</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: <b>See Attached</b>		
Educational Background: <b>See Attached</b>		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: <b>See Attached</b>		
Previous and current public experience (elective or appointive): <b>See Attached</b>		
Membership in other community organizations: <b>See Attached</b>		



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?

*Maclean - Cameron Animal Adoption Center Board of Trustees*

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?

*See Attached*

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

*See Attached*

Additional comments:

*See Attached*

Signature

*[Handwritten Signature]*

Date:

*3-13-2025*

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.

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Hand Deliver: City Manager's Office  
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Email:  
kartis@greatfallsmt.net



## Citizen Interest Form Supplemental Information

### Planning Advisory Board/Zoning Commission – Sandor Hopkins

#### **Related experiences or background:**

I have worked as a professional Land Use Planner for nearly eight years in both the public and private sector. I am a member of the American Institute of Certified Planners, a Certified Floodplain Manager, and a Licensed Title Insurance Producer.

My experience includes review and oversight of urban and rural development projects, interfacing with local, State, and Federal jurisdictions, as well as private surveying and engineering firms. My experience includes interactions with Planning and Zoning Boards, as well as County Commissions and City Councils across Montana and Idaho in both an advisory capacity as a government employee, and as an applicant on behalf of my clients.

#### **Educational Background:**

- Charles M. Russell High School (2005)
- Montana State University – Bozeman (2013)  
BA in Political Science (International Relations)

#### **Previous and current service activities:**

- Member – Montana Association of Planners (2017-Present)
- Member – Association of Montana Floodplain Managers (2018-Present)
  - Certified Floodplain Manager (2018-Present)
- Trustee – Maclean Cameron Animal Adoption Center (2020-Present)
- Associate Member – Montana Association of Registered Land Surveyors (2021-Present)
- Member – American Institute of Certified Planners (2023-Present)

#### **Previous and current public experience (elective or appointive):**

Cascade County Planning Department (2017-2021)

- Land Use Planner for Cascade County.
- Interim Planning Director for 9 months.
- Tasks and responsibilities included review of permits and applications, as well as supervisory duties.
- Oversight of controversial projects, interacted with concerned citizens and provided interviews with local news organizations.
- Engaged in public processes that included substantial updates to County Zoning Regulations and review of County Growth Policy.
- Acted in advisory capacity to Cascade County Planning Board, Zoning Board of Adjustment, and Board of County Commissioners.



- Interfaced with various agencies, including Cascade Conservation District, Montana Fish Wildlife and Parks, US Army Corps of Engineers, City of Great Falls, Montana Department of Transportation, Montana Department of Natural Resources and Conservation, Montana Department of Environmental Quality, Great Falls Airport Authority, Malmstrom Air Force Base, and Montana Air National Guard.

**Democratic Party Nominee for House District 23 – Election Year 2024**

- Secured sufficient votes to receive Party Nomination in Primary Election.
- Did not secure sufficient votes to win General Election.
- Campaign included active engagement in local political and business communities.
- Attended myriad events held by local stakeholders, citizens, and interest groups.

**Membership in other community organizations:**

- Trustee – Maclean Cameron Animal Adoption Center
- Volunteer – Humane Society of Cascade County
- Kitchen assistant – Great Falls Farmer’s Market
- Business Networking Group
- Cascade County Democratic Central Committee (Not as an elected or appointed official)

**Please describe your interest in serving on this board/commission:**

I am the child of a military family that has lived in Great Falls longer than I have lived anywhere else, and I feel a deep connection to this City and my friends and neighbors who live here. Most recently I moved back to Great Falls in 2016, became a first-time homeowner in 2020, and have cultivated relationships with community members and elected officials as a private citizen, a former local government employee, and as a candidate for the Montana Legislature. I have worked both “blue-collar” jobs and “white-collar” jobs here in Great Falls, and I believe it is my civic duty to bring my knowledge and experience to bear for the betterment of our City.

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

My education, professional credentials, and lived experiences uniquely qualify me for a role on the City of Great Falls Planning Advisory Board/Zoning Commission, where I can apply my expertise to facilitate economic growth and development, and advocate for stability and affordability in Great Falls. The professional organizations I am associated with have allowed me to engage in legislative and regulatory processes, and I believe that my understanding of the Montana Subdivision and Platting Act, Montana Sanitation in Subdivisions Act, and the Montana Land Use Planning Act will provide a broad perspective on the administration of the City of Great Falls’ Code and Policies.

As a former local government employee, I am experienced dealing with contentious public hearings, and have worked diligently to address citizen concerns while respecting the rights of private property owners to develop their land as they see fit. I am not a stranger to public scrutiny. Importantly, I understand that development codes are imperfect documents that require

adjustment and revisions over time, that in certain circumstances it is appropriate to address Variance process and criteria, and that land development is not a black-and-white process that necessitates winners and losers.

I am an actively practicing professional in the land use field, and my day-to-day experiences have provided insights into the needs of landowners, communities and local governments and the role that advisory boards and commissions play in facilitating those needs. I have passed exams and screening processes to become a member of the American Institute of Certified Planners, a Certified Floodplain Manager, and a Licensed Title Insurance Producer. All of these credentials require me to uphold a code of ethics that places the value of public health, safety, and general welfare as paramount.

**Additional comments:**

In my professional capacity as a project manager and planner for a surveying company, we do occasionally perform projects within the jurisdictional area of Great Falls; however, our primary market is within the rural areas and small towns of North-Central Montana. To date, I have not presented a project before the City's Planning Board/Zoning Commission, or the City Commission. In the event of a conflict of interest, I understand it is appropriate to recuse myself from the decision making process.





Commission Meeting Date: May 6th, 2025  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

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

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

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

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

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

ACCOUNTS PAYABLE CHECKS	03/27/2025 -04/09/2025	1,693,749.89
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	03/27/2025 -04/09/2025	551,085.70
	SUB TOTAL: \$	2,244,835.59
MUNICIPAL COURT CHECKS	03/27/2025 -04/09/2025	75,159.59
	GRAND TOTAL: \$	2,319,995.18

**GENERAL FUND**

**FIRE**

BENEFIS HOSPITALS INC	FF ANNUAL PHYSICALS	44,357.00
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**SPECIAL REVENUE FUNDS**

**COVID RECOVERY**

WADSWORTH BUILDERS COMPANY INC	COURT RELOCATION PROJECT PMT 12	38,748.66
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**PLANNING & COMMUNITY DEVELOPMENT**

GREAT FALLS TRANSIT DISTRICT	1ST QUARTER FY 25 TRANSIT PASS-THRU	58,978.00
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**DEBT SERVICE FUNDS**

**CAPITAL PROJECT FUNDS**

**GENERAL CAPITAL**

A & R CONSTRUCTOIN LLC	ANIMAL SHELTER REMODEL PMT 3	37,619.39
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**ENTERPRISE FUNDS**

**WATER**

S+S MACHINE INC	REPAIR OF HS #5	39,638.00
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**SEWER**

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	318,489.18
INSITUFORM TECHNOLOGIES LLC	SANI SEWER TRENCHLESS PH26/PMT3	182,102.91
PROSPECT CONSTRUCTION INC	LS1 REPAIRS AND SUPPLEMENTAL FM/PMT1	159,026.20
<b>STORM DRAIN</b>		
GREAT WEST ENGINEERING INC	CENT AVE/3RD ST DRAINAGE PH2/PMT19	29,814.00
<b>TRUST AND AGENCY FUNDS</b>		
<b>COURT TRUST MUNICIPAL COURT</b>		
CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	61,835.30
<b>PAYROLL CLEARING</b>		
STATE TREASURER	MONTANA TAXES	42,556.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	56,998.72
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	154,581.13
US BANK	FEDERAL TAXES, FICA & MEDICARE	236,637.30
<b>UTILITY BILLS</b>		
HIGHPLAINS LANDFILL	LANDFILL CHARGES MARCH 2025	113,494.00
ENERGY WEST	GAS CHARGES MARCH 2025	29,424.70
<b>CLAIMS OVER \$25,000 TOTAL:</b>		<b>\$ 1,604,300.49</b>

**JOURNAL OF COMMISSION PROCEEDINGS**  
**April 15, 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, Public Works Director Chris Gaub, Planning and Community Development Director Brock Cherry, Finance Director Melissa Kinzler, City Attorney David Dennis, Fire Chief Jeremy Jones, Police Captain Doug Otto, and City Clerk Lisa Kunz.

**AGENDA APPROVAL:**

City Manager Greg Doyon pulled item 19 from the agenda for Commission consideration at a later time. There were no proposed changes to the agenda by the City Commission. The Commission approved the Agenda as amended.

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:**

None.

**COMMUNITY INITIATIVES**

1. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM SHERIFF JESSE SLAUGHTER.**

None.

**PETITIONS AND COMMUNICATIONS**

2. None.

**NEIGHBORHOOD COUNCILS**

3. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**



**JOURNAL OF COMMISSION PROCEEDING**  
**April 15, 2025**

None.

## **BOARDS AND COMMISSIONS**

### **4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

## **CITY MANAGER**

### **5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon reported that collective bargaining discussions with the City's respective bargaining unions are underway. The contracts will come before the Commission for ratification. About 75% of the City's workforce is under a collective bargaining agreement.

He continues to work on legislative activities. He has heard the legislators are hoping to wrap up sooner than later which means the next week and a half will move very fast. He is working with the lobbyist on the information received that affects local government. There are some very impactful legislative proposals before both houses that will impact the City's budget.

Commissioner McKenney explained that, when it gets towards the end of the legislative session, the legislators could take a vote to suspend the rules. It is important that the City have a lobbyist there and they are doing a great job.

## **CONSENT AGENDA**

6. Minutes, April 1, 2025, Special City Commission Meeting.
7. Minutes, April 1, 2025, City Commission Meeting.
8. Total Expenditures of \$2,584,152 for the period of March 13, 2025 through March 26, 2025, to include claims over \$25,000, in the amount of \$1,941,300.
9. Contracts List.
10. Approve a Final Payments for the Sanitary Sewer Trenchless Rehabilitation Phase 26 in the amounts of \$37,839.34 to Insituform Technologies, LLC. and \$382.22 to the State Miscellaneous Tax Fund totaling \$38,221.56, and authorize the City Manager to make the payments. OF 1675.9
11. Accept the low bid from Thatcher Company of Montana, Inc. and authorize staff to purchase liquid aluminum sulfate in the amount of \$675.00 per ton, up to the

# JOURNAL OF COMMISSION PROCEEDING

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maximum amount of 1,250 dry tons for the period of July 1, 2025 through December 31, 2026.

12. Accept the low bid from Brenntag Southwest, and authorize staff to purchase liquid ammonium sulfate in the amount of \$660.00 per ton, up to the maximum amount of 150 tons for the period of July 1, 2025 through December 31, 2026.
13. Accept the low bid from Hawkins Inc. and authorize staff to purchase liquid chlorine in the amount of \$2450.00 per ton, up to the maximum amount of 130 tons, for the period of July 1, 2025 through December 31, 2026.
14. Approve the OpenGov Agreement Q-06226 for Asset Management Software Subscription and Support Service in the amount of \$304,445.79 over a 3-year term (\$8,320.00 Current to August 2025, \$93,933.63 Year 1, \$98,630.33 Year 2, and \$103,561.83 Year 3) and authorize the City Manager to execute the agreement documents.
15. Set a public hearing for May 6, 2025 on Resolution 10572, to adjust the Commercial Plan Review fee from 65% to 25% and Residential Plan Review fees from 50% to 25% on identical structures.

**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 or discussion amongst the Commissioners.

Commissioner Wolff noted the reductions on several items and expressed appreciation for Department Directors being fiscally prudent.

Commissioner McKenney referred to agenda items 11, 12 and 13 and noted bids from three different companies. In the past, he remembers the award to one company.

Director Gaub responded that the water plant manager extended the time period from 12 months to 18 months. That helped with the bidding and acquisition of the chlorines off cycle from the City's high volume season and equates to lower risk for the City. The longer period incentivized more companies to participate.

Commissioner Wilson commented that the increases and decreases in the chemical bids still resulted in an increase. Costs are still going up on the water coming out of the tap to drink.

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

Motion carried 5-0.

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**April 15, 2025**

**PUBLIC HEARINGS**

**16. RESOLUTION 10565, CONDITIONAL USE PERMIT (CUP) FOR A “CONTRACTOR YARD, TYPE I” LAND USE WITH AN ADDITIONAL ALLOWANCE OF UP TO 2,500 SQUARE FEET OF TEMPORARY STORAGE CONTAINERS, UPON THE PROPERTY ADDRESSED AS 3104 UPPER RIVER ROAD.**

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

Planning and Community Development Director Brock Cherry reported that Resolution 10565 is a request to approve a CUP to allow a “Contractor Yard, Type I” land use, with an additional allowance of up to 2,500 square feet of temporary storage containers at the property located at 3104 Upper River Road. The property is zoned R-1 Single-Family Suburban, is approximately five acres in size, and currently consists of a single-family residence and a detached garage. This request was initiated after the City received a code enforcement complaint in April 2024 regarding unpermitted business activity on the site. The applicant met with staff and agreed to pursue a CUP to bring the property into conformance with City Code.

The applicant, Matthew McDonald, is requesting to establish a contractor yard with the understanding that temporary storage containers will be removed either upon completion of a permanent building or within 48 months. Neighborhood Council #6 reviewed the application on February 5, 2025, and voted 4-0 in support. The Zoning Commission held a public hearing on February 25, 2025, where the applicant confirmed that an earlier concern regarding a proposed new driveway had been resolved in collaboration with a neighboring property owner. The Zoning Commission unanimously recommended approval with a condition that no new vehicle access be created and that only the existing access from Upper River Road be used.

When considering this request, it is important to recognize this portion of Upper River Road is unusually mixed in character — with residential, mixed-use, and industrial zoning districts in close proximity, and a pattern of intensive business and industrial uses directly adjacent to single-family homes. This creates unique land use pressures not typically seen in more uniformly zoned areas of the community. The conditional use process, as outlined in Title 17, allows the City to apply specific conditions to ensure compatibility in these complex transitional areas.

Staff finds that the request supports the 2013 Growth Policy Update, including:

- Economic Goal #1: “Promote a business-friendly attitude” (p. 157), and



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- Physical Goals #4 and #5: which encourage infill and adaptive reuse of underutilized properties in a manner that complements established neighborhoods and leverages existing infrastructure (p. 165).

The proposed conditions of approval, including buffering and screening, are intended to mitigate off-site impacts and ensure compatibility with the surrounding neighborhood.

Representatives from Public Works, Fire Rescue, and the Building Division have reviewed the request and have no objections. Staff respectfully recommends approval of Resolution 10565, subject to the Conditions of Approval.

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

Hearing none, Mayor Reeves asked if there were any comments from the public in support of or in opposition to Resolution 10565.

**Cherry Loney**, City resident, commented that her property borders the applicant's property. She and her husband have lived there for more than 40 years. Her husband had his business there too. She understands the applicant's interest in wanting to obtain a CUP and rezone the property so it better meets the needs of his business. She does not have an issue with it one way or the other as long as the conditions and requirements are met. She inquired the process to monitor compliance and what happens if the applicant does not follow through with the conditions as intended.

Director Cherry responded that staff has worked diligently with the applicant the past year to secure a path towards compliance, so that he could continue to work his business and be a good neighbor to all. Staff is confident that the conditions of approval will make all parties happy. If reported that the applicant failed to meet the conditions, staff can take action that could result in the applicant potentially losing his ability to operate his business.

The Contractor Yard – Type 1 designation allows for some light storage of material. The containers would be allowed on a temporary basis to reduce the materials being seen by the neighbors' public right of way.

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

**Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission adopt Resolution 10565, subject to the Conditions of Approval being fulfilled by the applicant.**

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

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Commissioner Wolff inquired the plan for the existing house and other buildings on the property.

Applicant, Matthew McDonald, 3104 Upper River Road, commented that the little garage would be torn down and replaced with the 3,000 square foot building being proposed.

Commissioner Wolff commented that it was refreshing to read that the neighbor and the applicant agreed to further discussions to reach a mutually acceptable solution.

Commissioner McKenney noted that in April, 2024 the City received a complaint regarding the activities of the subject property. It is now a year later. He inquired if there was a way to do this CUP process faster or if there were roadblocks.

Director Cherry responded that if the applicant would have had the proper knowledge of the zoning and permissions needed prior to purchasing the property, it would not have been an issue. This demonstrates staff's solution oriented paradigm to not shut down businesses but find a way to make it work. The timeline included staff educating the applicant about processes that were not anticipated and helping the applicant have the understanding to ultimately make the best decision for him and his business.

Commissioner Tryon commented that the neighborhood is an alphabet soup of zoning. He appreciates staff finding a way to say yes, how can we help you do that, rather than you cannot do that. He thanked Director Cherry and Manager Doyon for getting the department to a new culture of how to do things.

Commissioner Tryon referred Ms. Loney to the agenda packet online and the 14 conditions of approval. He concluded that the Neighborhood Council and Zoning Commission voted to approve this CUP.

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

Motion carried 5-0.

**17. RESOLUTION 10576, A REQUEST FROM THE CITY OF GREAT FALLS TO USE DOWNTOWN URBAN RENEWAL DISTRICT TAX INCREMENT FINANCING (TIF) FUNDS FOR SIGNAGE IMPROVEMENTS NEEDED FOR THE NORTH PARKING GARAGE LOCATED AT 17 4TH STREET NORTH.**

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

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Planning and Community Development Director Brock Cherry reported that Resolution 10576 is a request to use up to \$50,000 in Downtown Urban Renewal District Tax Increment Financing (TIF) funds for new signage at the North Parking Garage, located at 17 4th Street North. This garage provides nearly 500 parking spaces in the heart of Downtown. Feedback from residents, business owners, and visitors continues to highlight a lack of visibility and signage as a barrier to effective use. The garage was built to serve as a critical piece of downtown infrastructure, but without clear wayfinding, it is often overlooked. This project aims to change that by helping people find, access, and feel more comfortable using the garage.

This request was unanimously supported by both the Parking Advisory Commission on February 20, 2025, and the Downtown Development Partnership on March 19, 2025. The proposed signage package includes a new entrance sign, two large wall-mounted signs visible from Central and 1st Avenue North, directional signage from 1st Avenue, a flag-mounted sign off 4th Street, and permanent stairwell signage. These improvements are consistent with the goals and eligibility requirements outlined in the Downtown Urban Renewal Plan adopted in 2012, and meet several of the evaluation criteria in the City's TIF Application Review Guidelines, including public infrastructure improvements, economic stimulus, and elimination of blight.

This proposal is also consistent with Montana Code, which governs the use of TIF funds for public improvements that benefit the district. Under City Code, Title 17, Chapter 16, the City is authorized to hold a public hearing and consider these types of funding decisions. This project supports the broader goal of making Downtown more accessible and welcoming, especially to visitors who may not be familiar with where to park. Staff has confirmed that funding is available and appropriate for this use, and recommends approval of Resolution 10576.

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

Hearing none, Mayor Reeves asked if there were any comments from the public in support of Resolution 10576.

**Kellie Pierce**, Director of the Business Improvement District (BID), commented that the improvements to the North Parking Garage would continue to be an asset for downtown. It will enhance wayfinding efforts that the BID has worked on for 10 years to bring to downtown. The Downtown Parking Commission has been talking about how to get more utilization out of City assets for over 10 years. The BID is in full support of the extra advertising to help alleviate on-street parking and move them into the garage.

**Ron Pollock**, City resident, commented he uses the parking garage and likes it. He inquired the cost of the signage.

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Mayor Reeves asked if there were any comments from the public in opposition to Resolution 10576. Hearing none, Mayor Reeves closed the public hearing and asked the will of the Commission.

**Commissioner McKenney moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10576, to allow the use of up to \$50,000 in Downtown Urban Renewal District Tax Increment Financing (TIF) funds for signage improvements needed for the North Parking Garage.**

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

Commissioner McKenney commented that when he parks downtown he is closer to his destination than if he parks at a big box store. From time to time, the Newberry holds events during the day that go longer than two hours. He used the parking garage for the first time recently and found everything about it unfriendly. He is in favor of the signage.

Commissioner Wilson commented that she is particularly sensitive about TIF funding projects because she would like to see it used for public infrastructure. However, she does agree the signage will help direct parking to the City.

Commissioner Wolff asked if the signage would be provided by both Cat Graphics and Allstate Signage.

Director Cherry responded that staff reached out to both companies. It will be the City's prerogative to get the very best deal for the best service and product possible.

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

Motion carried 5-0.

**18. RESOLUTION 10569, FEE SCHEDULE FOR GREAT FALLS FIRE RESCUE.**

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

Fire Chief Jeremy Jones reported that staff recommends the City Commission conduct a public hearing and adopt Resolution 10569 to update Great Falls Fire Rescue (GFFR) Fee Schedule as presented. These revisions reflect current costs of service delivery, provide consistency across permit and inspection charges, and ensure ongoing support for GFFR's operational and regulatory functions.

GFFR has conducted a comprehensive review of its existing fee schedule to evaluate whether current rates adequately reflect the resources required to deliver public safety



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services related to fire prevention, code enforcement, permitting, and fire protection systems.

As part of this review, GFFR benchmarked existing rates against regional and comparable municipal agencies, reviewed staff time commitments, equipment usage, administrative processing, and compliance-related demands. The last significant update to the fee structure occurred prior to the post-pandemic inflationary impacts on personnel, materials, and service delivery costs.

The proposed GFFR Fee Schedule update outlines a structured and transparent cost recovery model that includes, but is not limited to:

- Permit fees for fire alarm, sprinkler, and hood suppression systems, scaled by project valuation.
- Flat-rate fees for specific inspections and plan reviews, including underground fire line inspections, aboveground flammable liquid tank installations, and spray booth evaluations.
- Operational permit charges in alignment with the International Fire Code, with updated costs for events involving hazardous materials, open flames, or special assembly/events.
- Fire watch and standby services, based on staffing requirements and time commitment.
- A standardized hourly rate for re-inspections, after-hours services, or services not otherwise listed.

These fees reflect direct and indirect costs incurred by the department and are designed to provide cost equity between taxpayers and entities requiring specialized services. The fee schedule also introduces improved clarity in definitions, application requirements, and unit descriptions for greater ease of use by developers, business owners, and the general public.

There are three areas addressed in the fee schedule referenced for potential future use to allow GFFR not to have to amend the fee schedule if these areas are adopted. Another area is in regards to the apparatus and firefighter cost fees. These fees would be utilized if the department is requested for a stand-by event or on scene of a hazardous materials incident or other significant event. The final clarification is burn permits fees. This fee is for certain defined areas of the City to be able to apply for and conduct burning that is outside of the current backyard fire pit allowance. This fee is good for the calendar year and allows certain areas to burn yard debris in a controlled manner with proper safety mechanisms in place.

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The revised fee structure is anticipated to moderately increase cost recovery for GFFR regulatory and safety services. While the impact on individual applicants will vary based on the scope of the project or event, the proposed fees are within the reasonable range of regional comparisons and will help offset growing demands on general fund support.

The proposed fee schedule update supports GFFR's mission to safeguard the community while maintaining fiscal responsibility. Approval of the revised structure will enhance GFFR's ability to provide responsive, high-quality fire and life safety services without placing undue burden on general taxpayers.

Mayor Reeves asked if the Commissioners had any questions of Chief Jones.

Hearing none, Mayor Reeves asked if there were any comments from the public in support of or in opposition to Resolution 10569.

**Cherry Loney**, 3000 Upper River Road, spoke in favor of the proposed fee changes and particularly for burn permits.

No one spoke in opposition.

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

**Commissioner Tryon moved, seconded by Commissioner Wilson, that the City Commission adopt Resolution 10569.**

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

Commissioner Tryon noted that the Commission has been briefed extensively about this subject over the last six months. The details of the resolution have been thoroughly vetted.

Commissioner Wilson is glad to see this resolution coming forward to charge fees for what services cost, rather than going in the hole.

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

Motion carried 5-0.

## OLD BUSINESS

## NEW BUSINESS

- ~~19. PURCHASE OF PROPERTY ADDRESSED AS 5200 2ND AVENUE NORTH IN BEEBE TRACTS, SECTION 10, TOWNSHIP 20 NORTH, RANGE 4 EAST, LOT 047, IN CASCADE COUNTY, MONTANA. OF 1841.0~~**

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**April 15, 2025**

**20. 4TH AVENUE NORTH STREET RECONSTRUCTION PROJECT. OF 1826.0**

Public Works Director Chris Gaub reported that this 4th Avenue North Street Reconstruction project would completely reconstruct five blocks of 4<sup>th</sup> Avenue North from 9<sup>th</sup> Street North, near Whittier Elementary School, to 14<sup>th</sup> Street North, just east of the CM Russell Museum.

The project will replace the entire road, to include curb, gutter, all handicap ramps and storm drain inlets. Portions of 4<sup>th</sup> Avenue North will be closed while the roadway is being reconstructed. The contractor will be responsible for traffic control, road closures, and access to the project area.

It is also anticipated that one tree will be removed to accommodate handicap ramps that meet ADA standards. The City forester will assist with selecting two new trees and determining planting locations.

The project is scheduled for this summer and will take around four months to complete. The contractor may be able to start right away and complete the project in July.

United Materials submitted the single bid for this project, at just over \$2 million dollars, which is less than the City Engineer's estimate. United Materials is an established, responsible local contractor and has completed other projects with the City.

The project would be funded in accordance with the Capital Improvement Plan, with 85% coming from Street Assessments and 15% coming from the Storm Drain Enterprise Fund.

**Commissioner Wilson moved, seconded by Commissioner Wolff, that the City Commission award a contract in the amount of \$2,063,650 to United Materials of Great Falls, Inc., for the 4<sup>th</sup> Avenue North Street Reconstruction project, and authorize the City Manager to execute the contract documents.**

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

Commissioner Wolff noted that she has followed United Materials' projects in her neighborhood and they do very efficient work.

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

Motion carried 5-0.

**JOURNAL OF COMMISSION PROCEEDING****April 15, 2025****21. FINANCING FOR THE FIRE TRAINING CENTER RENOVATIONS.**

Fire Chief Jeremy Jones reported that staff recommends Commission authorization to pursue financing for the renovation of the Great Falls Fire Rescue (GFFR) Training Center in an amount not to exceed \$2,500,000. The proposed financing would be secured through a loan application to the Montana Board of Investments (MBOI) INTERCAP loan program. Funding for annual debt service is proposed to be supported through the reallocation of funds from the 3.5 mills previously released from the former City/Great Falls Public Library management agreement.

The existing training tower at the GFFR Training Center has been deemed unsuitable and unsafe for use. An engineering assessment conducted in November, 2022 estimated repair costs, including additions, at \$675,000—an amount that exceeds the structure's practical value. The five-story tower fails to meet current OSHA standards, while the surrounding grounds have deteriorated to the point of impeding training operations, particularly in wet conditions where fire apparatus regularly become immobilized due to failed pavement surfaces.

The proposed renovation project includes the demolition and removal of the current tower (\$65,000), construction of a new multi-story live fire/high-rise training prop (\$1,212,000), and full removal and replacement of all concrete and asphalt surfaces on site (\$553,500). A contingency of \$669,500 has been included to account for cost fluctuations and unforeseen site conditions, bringing the total project estimate to \$2,500,000.

This project is essential to GFFR's mission of protecting the community through a highly trained and well-prepared fire service. The new facility will support realistic, scenario-based training in live fire conditions, high-angle technical rescue, aerial operations, and high-rise firefighting. Training in context—replicating actual emergency conditions—is critical not only for the safety and proficiency of GFFR personnel, but for the safety of the public they serve.

Fiscal impact analysis indicates a 15-year MBOI loan at an interest rate of 5% would require an estimated annual payment of \$238,888.20. The City's total non-voted debt capacity is \$3,616,201, with a projected annual repayment capacity of \$593,853. Based on FY26 projections, the 3.5 mills are expected to generate \$471,413, which is sufficient to cover the debt service without requiring additional general fund commitments.

Should the Commission choose not to approve this financing option, alternatives include seeking voter approval for a bond measure or incorporating the project into a future Public Safety Levy. However, these alternatives could delay a much-needed project that directly impacts firefighter readiness and public safety.



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Staff from the Fire Department, Finance Department, and City Manager's Office have collaborated extensively to develop this proposal and recommend its approval in order to move forward with the financing and execution of this critical public safety infrastructure project.

**Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission approve staff to secure financing for the Fire Training Center renovations for up to \$2,500,000 through a loan application with the Montana Board of Investments INTERCAP Loan Program, and authorize the City Manager/Finance Director to execute the required documents.**

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

Mayor Reeves noted that this is also a topic that has been thoroughly discussed and is needed.

Commissioner McKenney commented that the State Legislature has been defunding public safety since 1999 when property taxes were not permitted to keep up with the rate of inflation. Since then, local governments have been on a starvation diet, unable to fund public safety and other services. Recent examples include SB 117 and HB 20. Local governments have no control over its income and the Legislature continues to starve local governments out of existence. With regard to the bond request, he commented that it is highly likely that the City's general fund will remain under attack from the Legislature. He does not want to take on debt knowing the ongoing financial challenges are getting worse. He thinks approval of this item is a disservice to the community and future Commission members.

Another option is the Public Safety Advocacy Ad Hoc Committee that has been organized. Its first meeting was well attended. The primary goals of the committee is a public safety levy for some time in the future, and thinking outside the box for the buildings, rather than a bond. A solution is to sell a City asset; another is a capital campaign. He knows the Fire Training Center is a high priority. He thinks this community can get it done. He concluded that a new debt is a wrong approach and will aggravate the fiscal challenges going forward.

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

Motion carried 4-1 (Commissioner McKenney dissenting).

**ORDINANCES / RESOLUTIONS**

- 22. ORDINANCE 3272, AMENDING TITLE 5, CHAPTERS 1-3, TITLE 6, CHAPTER 1, TITLE 8, CHAPTER 14, AND TITLE 17, CHAPTER 20 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF)**

**JOURNAL OF COMMISSION PROCEEDING****April 15, 2025****PERTAINING TO BUSINESS LICENSES, PERMITS, AND SAFETY INSPECTION CERTIFICATES PROVISIONS.**

Planning and Community Development Director Brock Cherry reported that consideration of Ordinance 3272 represents the final piece in a coordinated effort to update how the City of Great Falls administers its business licensing and life safety inspection framework. This effort has been over a year in the making and involved close collaboration between Great Falls Fire Rescue, the Planning and Community Development Department, and Deputy City Attorney Rachel Taylor.

Throughout this process, there have been multiple work sessions with the City Commission to walk through the background and outline the necessary changes.

At the heart of Ordinance 3272 is the shift from the term “Safety Inspection Certificate” to “Business License” across Titles 5, 6, 8, and 17 of the City Code. By using terminology that is familiar and widely recognized by business owners, it would improve clarity, reinforce the importance of life safety inspections, and make it easier for businesses to understand and meet their obligations. The updated terminology also provides businesses with the language often required to secure financing, insurance coverage, and other essential services, ensuring they can operate with confidence and legitimacy.

The ordinance also introduces updated and expanded definitions, such as “Mobile Food Vendor,” which, while not providing a comprehensive set of rules or regulations for food trucks at this time, represents an important first step. Simply by defining the use and ensuring these businesses are required to obtain a business license, the City now has the essential tools to effectively administer and support mobile food vendors within the current framework. This update establishes a clear foundation for future policy development, while allowing staff to better manage these businesses in the interim with improved consistency and clarity.

This update also brings the City into compliance with Senate Bill 262, passed during the 2023 Legislative Session, which amended MCA §7-1-111 to prohibit cities from requiring local licenses for trades already licensed by the State. In response, Ordinance 3272 removes outdated City-issued license requirements for plumbers, electricians, and similar trades.

However, the City retains a critical responsibility—one that speaks to the greatest obligation of local government: protecting public safety, property, and investment. Through the permitting and inspection processes, staff continues to verify that work is performed by properly licensed, bonded, and insured professionals. This protects homeowners, tenants, and business owners alike, reduces the risk of life safety hazards, and builds confidence for those investing in Great Falls. These safeguards

**JOURNAL OF COMMISSION PROCEEDING**  
**April 15, 2025**

are essential to ensuring that all development—whether residential, commercial, or industrial—occurs in a way that is both safe and responsible.

Ordinance 3272 also includes necessary code maintenance. Outdated or no longer used provisions, such as the Teen Night License, are removed, and the language pertaining to violation penalties, revocations, and appeals has been cleaned up and made more enforceable.

To fully implement this transition, the City Commission already adopted Resolution 10563 in October 2024, which removed Safety Inspection Certificate fees from the Planning and Community Development fee schedule. That resolution set the stage for shifting inspection-related responsibilities to Great Falls Fire Rescue, which is now designated as the issuing authority for licenses requiring annual safety inspections.

Ordinance 3272 is the legal mechanism that amends City Code to reflect that shift in terminology and departmental responsibility. In tandem, Resolution 10569, which is also on tonight's agenda, updates Fire Rescue's fee schedule to support their inspection workload and cost recovery needs. When taken together, Ordinance 3272, Resolution 10563, and Resolution 10569 form a fully aligned and sensible regulatory structure.

In short, Ordinance 3272, along with Resolution 10569 presented by Chief Jones, represents the final pieces of the puzzle in this important round of updates. Together, they bring City Code into alignment with state law, strengthens staffs' ability to protect public health and safety, and improves clarity, consistency, and communication for the businesses investing in Great Falls.

Staff respectfully recommends adoption of Ordinance 3272.

**Commissioner Wilson moved, seconded by Commissioners McKenney and Tryon, that the City Commission adopt Ordinance 3272.**

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

Commissioner McKenney inquired the changes to home occupations.

Director Cherry clarified that there were no changes to the current framework for home occupation licenses.

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

Motion carried 5-0.

# JOURNAL OF COMMISSION PROCEEDING

April 15, 2025

## 23. **RESOLUTION 10577, APPOINTING AND ESTABLISHING A GOVERNANCE STRUCTURE AND FISCAL AGENT FOR OPIOID LITIGATION SETTLEMENT FUNDS.**

City Attorney David Dennis reported that the City of Great Falls participates in an opioid settlement agreement with the State of Montana. The settlement agreement is memorialized in a November 26, 2021 Memorandum of Understanding (MOU) with the Attorney General and other participating Montana local government entities, including the City of Great Falls, and a January 26, 2022 Amendment to the Memorandum of Understanding. The City of Great Falls is a participating local government, pursuant to the MOUs, and is entitled to receive opioid litigation settlement funds in various amounts and distributed in various fashions.

Pursuant to the MOUs, any participating local government shall create a governance structure for the administration, management and use of opioid litigation settlement funds. The MOUs specifically require any participating local government to designate a fiscal agent to receive the settlement funds. Melissa Kinzler has been designated as the City's fiscal agent.

Proposed Resolution 10577 establishes the governing body for the administration, management and use of opioid litigation settlement funds allocated to the City. This governing body shall consist of two members of the City Commission and the Fiscal Agent. The Fiscal Agent is given the authority, on behalf of the governing board of the City Commission, to submit claims, requests for disbursements, accountings of spending and any other financial reports or matters as it relates to settlement funds under the terms of the MOUs.

Resolution 10577 only establishes the governing structure for funds to be received and does not allocate funding for specific programs.

**Mayor Reeves moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10577, Establishing a Governance Structure and Fiscal Agent for Opioid Litigation Settlement Funds, that designates two members of the City Commission, Commissioner Tryon and Commissioner Wilson, and the Finance Director as the Fiscal Agent to be the Governing Board, as well as the authorized official for communicating with the National Opioid Settlement Administrator.**

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

Commissioner Wolff expressed concern about consistency due to the election turnover of Commission members.

**JOURNAL OF COMMISSION PROCEEDING**  
**April 15, 2025**

City Attorney Dennis commented that it is critical that the City get a governing body in place to move forward with establishing the second governing body that controls the regional funds. As Commission' terms expire, another governing body could be appointed for a specific term that will correspond with the term of the Commission members appointed to the governing board.

Commissioner Wilson noted that she and Commissioner Tryon would be serving for almost three more years.

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

Motion carried 5-0.

## **CITY COMMISSION**

### **24. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

### **25. COMMISSION INITIATIVES.**

None.

### **26. LEGISLATIVE INITIATIVES.**

Commissioner Tryon commented that the Legislature has been starving the general fund of the City for quite a while. It is the property taxes that the Legislature always seems to hit at, and is the major source of funding for the City's general fund and public safety. The State's funding is about 80% income tax. The State is not dependent on the property tax. As much as the City has tried the last couple of years to get that message across to legislators, he still does not think they understand. As much as he would like to see some property tax reform, the City still gets the short end of the stick year after year, legislative session after legislative session.

Commissioner Wolff added that the State has a \$2.5 billion dollar surplus, while the City is struggling and having to borrow money for a Fire Training Center.

Manager Doyon commented that during his meeting today with legislators and the lobbyist he asked how the State sets its fund balance levels for its income tax revenues, and could not get a clear answer. The City is held to a standard to be accountable and transparent on its revenues and expenditures. State government should be as well, particularly if it is in excess of policy. The State is making policy and decisions that have significant impact on how the City does its jobs. It would be fair if the State was held to the same standard.



**JOURNAL OF COMMISSON PROCEEDING**  
**April 15, 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 April 15, 2025, at 8:14 p.m.**

Motion carried 5-0.

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Mayor Cory Reeves

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City Clerk Lisa Kunz

**Minutes Approved: May 6, 2025**

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

**DATE: May 6, 2025**

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

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

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

**CONTRACTS LIST**

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
<b>A</b>	Public Works – Engineering Division	Terracon Consultants, Inc.	Current	\$24,900 Original Professional Services Agreement + 5,000 Amendment No. 1 =\$29,000	Amendment No. 1 to Professional Services Agreement [Gibson Flats- Russell Coulee Water Source Analysis] to expand the scope of services to perform additional instrumentation and monitoring at the Russell Coulee Detention Pond <b>OF 1118.9</b>



Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Cancellation of Outstanding and Unpaid Checks Over a Year Old

**From:** Finance Department

**Initiated By:** Generally Accepted Accounting Principles

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

**Action Requested:** Approve cancellation of outstanding and unpaid checks over one (1) year old

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the cancellation of City of Great Falls checks that remain outstanding and unpaid for a period of one (1) year or longer as authorized by section 7-6-4303 MCA.”

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 approve the cancellation of checks that remain outstanding and unpaid for the period of one (1) year or longer.

**Background:** Section 7-6-4303, MCA, authorizes the City Commission to cancel municipal checks that have remained outstanding and unpaid for a period of one (1) year or longer. Available in the City Clerk’s Office is the required list of the instruments to be cancelled including the check number, date, amount, and payee. The Finance Department sends out two separate letters with affidavits to the address on record for the payee. If no response is received, a request to cancel the checks is sent to the City Commission. If a payee comes forward any time after the checks are cancelled, then the Finance Department will generate a replacement check. The cancellation of outstanding checks is done on a periodic basis. The last time the City Commission approved cancellation of checks issued by the Finance Department was May 21, 2024.

**Fiscal Impact:** The total amount of the checks to be written off is \$2,496.63 which will be placed in the General Fund miscellaneous revenue.

**Attachments/Exhibits:** List of checks to be cancelled.

## Stale Dated Checks - Consent Agenda May 6, 2025

Check Numbr	Payment Date	Payee Name	Amount
471612	02/01/2023	BURTON LOUIS HOPEWELL	\$25.00
471613	02/01/2023	CARISSA MARIE BLACKBIRD	\$12.00
471627	02/01/2023	JARROD JAMES LOPEZ	\$12.00
471638	02/01/2023	LINDA MARY CRAWFORD	\$12.00
471650	02/01/2023	PAIGE ANNA MARIE HAMILTON	\$12.00
471949	02/15/2023	DEB HUDSON	\$15.92
472030	02/15/2023	RALPH MARTINEZ	\$41.23
472215	02/22/2023	STRAIGHT FLUSH DRAIN SOLUTIONS	\$51.96
472306	03/01/2023	JOSHUA MARSHALL FRANK	\$25.00
472310	03/01/2023	KEVYN ANDREW WAITE	\$12.00
472315	03/01/2023	MOLLY ANN BROXHOLM	\$12.00
472638	03/15/2023	JAYLIN FOSTER	\$55.00
472640	03/15/2023	JOHN MOROSKY	\$22.25
472898	03/29/2023	CODY KING	\$7.73
473072	04/05/2023	JAMEL D PREVOST	\$91.89
473153	04/05/2023	SYLVESTER MIDDLETON	\$48.72
473175	04/05/2023	WILL FLEMING	\$30.01
473263	04/12/2023	JOAN WILLINGHAM	\$72.00
473271	04/12/2023	KEVIN SMITH	\$58.80
473325	04/12/2023	ROBERT WEINHOLZ	\$29.87
473328	04/12/2023	RYAN BRACKETT	\$65.31
473570	04/26/2023	CASSIDY SORAH	\$56.09
473594	04/26/2023	DANNY JACKSON JR	\$10.97
473596	04/26/2023	DIANA ALVARES	\$13.89
473620	04/26/2023	GRAYDON IRISH	\$35.00
473760	05/03/2023	ANTONIO CARMONA	\$57.92
473782	05/03/2023	CHANTEL COOPER	\$70.14
473902	05/03/2023	VALERIE SMELSER	\$70.00
473994	05/10/2023	CHRISTINA PERCHINE	\$25.00
474007	05/10/2023	NICOLE MARIE ANDERSEN	\$12.00
474175	05/17/2023	ERIC R MAKI	\$5.21
474222	05/17/2023	LARRY ALBERT	\$5.30
474704	05/31/2023	ZACHARY GREGOIRE REAL ESTATE & MGMT LLC	\$98.89
474985	06/07/2023	ERIN RIOTUTAR	\$35.00
475079	06/14/2023	MELISSA GASPAR	\$65.69
475212	06/21/2023	GRAYDON IRISH	\$14.99
475408	06/28/2023	EVAN HARRISON	\$8.27
475554	06/28/2023	JESSE MITCHELL	\$170.00
475791	07/12/2023	KIERNAN MONASMITH	\$6.65
476132	07/26/2023	JERALD J BROWNING	\$43.99
476137	07/26/2023	JOSHUA ARWOOD	\$14.39
476141	07/26/2023	KYLE HUDSON	\$24.36
477100	08/30/2023	THOMAS REYNOLDS	\$33.80
477342	09/13/2023	ANGELINA S RUYBAL	\$12.00
477343	09/13/2023	ANTHONY RODRUGUEZ	\$25.00

477389	09/13/2023 MATTHEW C STARK	\$7.19
477402	09/13/2023 NICOLE MARCHION	\$12.18
477751	09/27/2023 HEATHER NELSON	\$15.00
477808	10/04/2023 ERIC BARNES II	\$60.62
478017	10/11/2023 AUTUMN JOSEPHINE NORRIS	\$12.00
478019	10/11/2023 BRANDON WAYNE CARTWRIGHT	\$25.00
478024	10/11/2023 JACOB R PEARSON	\$12.00
478029	10/11/2023 KEVYN ANDREW WAITE	\$12.00
478036	10/11/2023 RANDAHL P COPE	\$25.00
478510	11/01/2023 CATHERINE WINN	\$85.69
478536	11/01/2023 ELLIOTT FINANCIAL SOLUTIONS INC	\$132.40
478559	11/01/2023 ALLISON JANE BORCHERTCOMBS	\$12.00
478580	11/01/2023 MARTIN P CUNNINGHAM	\$12.00
478586	11/01/2023 SUSAN E AMO	\$12.00
478740	11/08/2023 JASON BRANTLEY	\$7.21
478774	11/08/2023 MIKE TROYER	\$10.00
478799	11/08/2023 PRESTON SCOTT RUMSEY	\$36.90
478851	11/08/2023 ZACHARY D OLSON	\$84.98
478957	11/15/2023 SARINA BACHALL	\$21.38
478968	11/15/2023 SUNNYE REA	\$10.16
479318	12/06/2023 CARTER MARSH	\$21.99
480527	01/31/2024 ANTHONY E RUTHERFORD II	\$12.00
480592	01/31/2024 BRACH RAYMOND NEWMILLER	\$12.00
480597	01/31/2024 ERIC JAMES TADLOCK	\$12.00
480603	01/31/2024 KASSANDRA SHAYNE GILBERT	\$12.00
480925	02/14/2024 LETRELLE HUNTER	\$14.23
481363	03/06/2024 JUSTIN FULMER	\$6.37
481414	03/06/2024 SHIRLEY R KLINE	\$85.00
481468	03/13/2024 BRYCE NELSON	\$25.00
481819	03/27/2024 CRAIG T PHELPS	\$14.14
272132	06/07/2023 FLEMING, JOSEPH M	\$12.00
272517	09/13/2023 SIMMONS, JOEY R	\$13.85
272543	09/27/2023 SIMMONS, JOEY R	\$23.10
	TOTAL	\$2496.63





Commission Meeting Date: May 6, 2025

## CITY OF GREAT FALLS COMMISSION AGENDA REPORT

**Item:** Rovver X Sewer Camera System

**From:** Doug Alm, Vehicle Maintenance Manager

**Initiated By:** Public Works Department

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

**Action Requested:** Approve Purchase

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### Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the purchase of one new 2025 Envirosight Rovver X Camera System from Normont Equipment of Great Falls, Montana, through Sourcewell, a governmental purchasing service cooperative, in the amount of \$120,920.00.”

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

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**Staff Recommendation:** Approve the purchase.

### Background:

#### Purpose

The Envirosight Rovver X Camera System would be used by the Public Works Utilities Division. It would replace the current system in Unit #656, a 2017 Rovver X System with 2.4 million feet of video (451 miles) that has reached the end of its timed life cycle. The old unit has experienced numerous wiring and loss of pressure failures. This new unit has many improvements that will make it more effective and efficient than the old unit. Improvements include:

- Controller on an iPad to allow the operator to navigate the Rovver and reel directly at the manhole instead of at a computer inside camera truck.
- New generator system replaces the existing system, which has experienced belt failures and fuel system issues.
- Swivel cable connection has internal strain relief and no external wires, pigtails or other visible external strain mechanisms to reduce wiring issues.

#### Evaluation and Selection Process

The Rovver X System will be procured through the City’s membership in Sourcewell, which is a governmental purchasing service cooperative based in Minnesota. The City secures memberships in

governmental cooperative purchasing entities under §§18-4-124 and 18-4-401 *et seq.*, MCA and those memberships access a wide range of products and services from competitively solicited bids and proposals from various vendors. The City can then work with the contract managers at the purchasing cooperative to verify pricing and ask questions about contract structures, and ultimately enter into contracts directly with the vendors to purchase the products and services offered through the cooperative purchasing structure. In this particular case, the City is accessing a Sourcewell Contract for an Envirosight Rovver X Camera System with Normont Equipment of Great Falls, Montana.

#### Conclusion

The bid specifications from Sourcewell meet the City's current specifications for the existing camera system. City staff rigorously evaluated and tested several systems in the fall of 2024 and beginning of 2025 and determined that the Envirosight Rovver X Camera System best meets the Utilities Division's operational needs, and it has reliable access to parts, service and support from a local vendor. The City will retain the old camera system to be used for a backup to ensure no down time.

**Fiscal Impact:** Funds for this scheduled purchase are from the Equipment Revolving Schedule (ERS) provided for in the FY2025 Central Garage Budget.

**Alternatives:** The City Commission could vote to reject the purchase of this new Rovver X System. Rejecting this purchase would have a significant negative effect on the City's ability to service water and sewer customers in a timely manner. This would also lead to extended downtime and increased maintenance costs of the current unit and slow the Utilities Division's ability to perform routine services and emergency repairs. Postponing this purchase would also have a negative ripple effect on the division's ERS, impacting future purchases.

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

Normont Equipment. – Quote  
Sourcewell Contract #120721-EVS

# NORMONT EQUIPMENT

**Quotation**  
**3/14/2025**


**Customer:** City of Great Falls  
Doug Alm  
1005 25<sup>th</sup> Ave. NE  
Great Falls, MT 59404

**Quote Number:** 406688  
**Salesperson:** Luke Stewart  
**Office:** 406-453-4344  
**Cell:** 406-750-3793

**Phone:** (406)788-6766  
**Email:** [dalm@greatfallsmt.net](mailto:dalm@greatfallsmt.net)

*lstewart@nmeqco.com*



Quantity	Description	List Price	Contract Price
1	<p>Envirosight ROVER X 130 crawler as follows:</p> <ul style="list-style-type: none"> <li>- For inspection of minimum 6" lines and up</li> <li>- Steerable with twin high-performance motors and 6-wheel drive</li> <li>- Overlapping center wheels to avoid high centering on offsets and debris</li> <li>- Anodized aluminum and stainless-steel chassis with pressure indicator to monitor internal pressure</li> <li>- Full sensor package with inclination, roll, sonde, heat, and motor readings that read out at the operator station</li> <li>- 33 kHz/512/640Hz sonde transmitter for locating crawler underground</li> <li>- Rear viewing video camera with high intensity LED back up light to assist when backing the crawler system out of the pipe</li> <li>- Built in inclinometer to track pipe grade</li> <li>- Avoid flips with warnings from integral roll over sensor</li> <li>- CAN-bus controls, which allow multiple functions to be performed simultaneously</li> <li>- Single, tool-less swivel cable connection to crawler with internal strain relief, no external wires, pig tails or other visible external strain mechanisms needed</li> <li>- Quick change, tool-less wheels and hubs as follows</li> <li>- Single channel wireless remote allows control of camera, crawler, lift and reel while at manhole</li> <li>- Pressurization kit including regulator and (2) cylinders of Co2 gas</li> <li>- Tool kit, hardware, and toolbox</li> <li>- <b>Weights approximately 20 lbs.</b></li> </ul> 	\$102,452.50	<b>\$97,329.88</b>


**Quotation**  
**3/14/2025**

Quantity	Description	List Price	Contract Price
	<div data-bbox="256 401 794 783" data-label="Image"> </div> <p>RCX90 camera head as follows:</p> <ul style="list-style-type: none"> <li>- CCD color zoom camera with 10x optical and 12x digital zoom</li> <li>- Auto shutter</li> <li>- Auto/manual focus</li> <li>- Built-in L.E.D. light ring with lifetime warranty</li> <li>- +/-135-degree tilt with endless rotation</li> <li>- Temperature, pressure, pan/tilt, and angle sensors</li> <li>- Twin laser diodes feature for measuring width</li> <li>- Pelican hard carrying case</li> <li>- <b>Weighs approximately 3 lbs.</b></li> </ul> <div data-bbox="261 1138 649 1522" data-label="Image"> </div> <p>VC500 multi-functional next-generation touchscreen controller as follows:</p> <ul style="list-style-type: none"> <li>- Tablet design with 2-finger multi-touch display</li> <li>- 10.1" display size with 1280 x 800 resolution</li> <li>- 150 degree horizontal and vertical viewing angles</li> <li>- Two 2-axis-joysticks with push function for precise control of crawler and camera functions</li> <li>- 32 GB internal memory with USB, Ethernet and WIFI interface for the simple import and export of project and inspection data</li> </ul> <p>Connectivity:</p> <ul style="list-style-type: none"> <li>- LAN, USB 2, USB 3, Wi-Fi, HDM</li> <li>- MPEG-4 AVC (H.256) video capture</li> <li>- JPEG or PNG (selectable) image format</li> </ul>		

# NORMONT

## EQUIPMENT

**Quotation**  
**3/14/2025**

Quantity	Description	List Price	Contract Price
	<ul style="list-style-type: none"> <li>- Footage can be reviewed directly on screen</li> <li>- Generate simple reports, or use WinCan for full reporting</li> <li>- Configurable text overlay function to text on video without external hardware</li> <li>- View system status and operating history</li> <li>- When connected to the internet, the pendant updates its software automatically ensuring the latest features</li> <li>- <b>Lifetime software updates for pendant included at no charge</b></li> <li>- Connect to PC with Rovver X Studio, and our technicians can log in to read error codes and run diagnostics</li> <li>- Low weight and ergonomic design with integrated foldable stand</li> <li>- <b>Weighs 4 lbs.</b></li> </ul>  <p>RAX300 automatic motorized cable reel as follows:</p> <ul style="list-style-type: none"> <li>- 1,000' Kevlar jacketed orange 6-wire transmission cable</li> <li>- Cable pay-in/pay-out is fully automated to reduce resistance on crawler while navigating up the pipe to increase system reliability</li> <li>- Reel direction, force, speed, and mode controlled directly from pendant</li> <li>- Digital meter counter relays absolute and relative footage info to control pendant</li> <li>- Splash-proof rating</li> <li>- 25' extension cable to connect VC500 controller to RAX300 cable reel with emergency power safety switch</li> <li>- Reel provides power to entire system while requiring less than 1,500 watts of 120-volt power</li> <li>- Cable reel <b>weighs approximately 118 lbs.</b> with 1,000' of cable for the ultimate in portability</li> </ul> <p>WinCan Vision Report software (included) for databasing, advanced reporting, mapping and PACP compliance</p> <ul style="list-style-type: none"> <li>- Edit data post-inspection</li> <li>- Generate basic reports</li> <li>- Create inclination reports with both slope % and distance variance over the entire length of pipe</li> </ul>		



# NORMONT

## EQUIPMENT

Agenda #11.

**Quotation**  
**3/14/2025**

Quantity	Description	List Price	Contract Price
	<ul style="list-style-type: none"> <li>- Achieve PACP certification with your data</li> <li>- Distribute inspections with <b>lifetime free</b> viewer software</li> <li>- Import/export inspections from your ROVVER X pendant</li> </ul> <p>(2) Climber center wheels included for use with 8" wheels</p> <p>(6) small rubber wheels – 6" lines</p> <p>(4) Medium quick change rubber wheels – 8" lines</p> <p>(4) Large quick change rubber wheels – 10" lines</p> <p>Down hole camera kit</p> <ul style="list-style-type: none"> <li>- Hose guide with rope</li> <li>- Camera retrieval device</li> </ul>		
1	<p>Rovver X System will come with a Factory <b>1-year</b> warranty from date of delivery on all non-wear items</p> <ul style="list-style-type: none"> <li>- The warranty shall guarantee the product to be free from defects in materials and manufacturing. This warranty shall include the repair or exchange of any part or parts thereof which may prove to be defective under normal use and service within 6- months from the date of purchase. This warranty shall not apply to any equipment which has been subject to accident, negligence, alteration, abuse, unauthorized repair, improper storage, or other misuse.</li> <li>- The crawler connectors and the camera LED light ring shall carry a <b>lifetime warranty</b>; the terms of this warranty shall not apply to any equipment which has been subject to accident, negligence, alteration, abuse, unauthorized repair, improper storage, or other misuse</li> </ul>		
1	<p>Envirosight VS Ultra 200'/100m Self-Leveling push camera system as follows</p> <ul style="list-style-type: none"> <li>- <b>200'</b> push cable length</li> <li>- 0.35" (9mm) push rod diameter</li> </ul> <p>AC 40 HD camera head</p> <ul style="list-style-type: none"> <li>- Stainless steel, self-leveling, pan/tilt camera</li> <li>- Horizontal resolution: 1920 x 1080px (full HD)</li> <li>- 5 Focused high-power LEDs</li> <li>- 100° horizontal viewing angle</li> <li>- Focus point 6 cm to 120 cm</li> <li>- Auto iris control</li> <li>- 2.0 Lux light sensitivity</li> <li>- Internal pressure sensor</li> <li>- Nominal pipe widths of DN 50 (2") to DN300 (12")</li> <li>- Powerful and selectable locator frequencies (33kHz, 512 Hz, 640 Hz)</li> </ul> <p>iPad</p> <ul style="list-style-type: none"> <li>- 1080p, Full HD touch screen</li> <li>- Removable, protective monitor and keyboard case included for efficient on-the-job reporting and recording</li> </ul>	\$13,375.00	<b>\$12,706.25</b>

# NORMONT

## EQUIPMENT

**Quotation**  
**3/14/2025**

Quantity	Description	List Price	Contract Price
	<ul style="list-style-type: none"> <li>- Large icons, essential commands and WinCan Web connectivity streamline inspections</li> <li>- Controls the camera, capture data, and share reports wirelessly</li> </ul>  <p>Frame and basket</p> <ul style="list-style-type: none"> <li>- Compact design with wider stance for stability</li> <li>- Aluminum and powder-coated</li> <li>- 22.83" W x 27.8" H x 21.66" D</li> <li>- Approximate weight: 38-lbs.</li> <li>- Removable wheels</li> <li>- Ergonomic, adjustable height handle reduces fatigue while transporting the unit</li> <li>- Ability to lay system on its' back</li> <li>- Adjustable coiler brake</li> <li>- Toolless, exchangeable E-Box</li> <li>- Internal, rechargeable Lithium-Ion battery system with 6-hour runtime (3hr/battery)</li> <li>- 110-230 VAC power supply included</li> </ul> 		
1	<p><b>**Delivery/Training Included**</b></p> <ul style="list-style-type: none"> <li>- <u>Includes removal of existing system and installation of new</u></li> <li>- Unit delivered by authorized EnviroSight/NorMont Equipment representative</li> <li>- 8-hour on-site training (<i>No set time-limit</i>)               <ul style="list-style-type: none"> <li>- Full walk-around of the unit with explanation of system functionalities and how they work</li> <li>- Providing time to answer any questions from the operation of unit</li> </ul> </li> <li>- Training concludes when all personnel are comfortable with operation of the system</li> </ul>		

# NORMONT EQUIPMENT

Agenda #11.

**Quotation  
3/14/2025**


Quantity	Description	List Price	Contract Price
	- Return trip for training 4-6 weeks after initial training or at your request for any follow-up training that may be needed		
1	Inbound freight cost for Rovver X	\$764.60	<b>\$764.60</b>
1	Inbound freight cost for VS Ultra push camera	\$309.27	<b>\$309.27</b>
		<b>Quote Total:</b>	<b>\$111,110.00</b>

Authorized By:	
Date:	
P.O. number:	

Quote is good for 10 days - Prices do not include sales tax, **F.E.T.**, or any applicable fees

F.O.B. **Great Falls, MT**

**The following options are available but NOT included in the above price:**

Quantity	Description	Unit Price	Total
1	Onan Commercial QG 5500 gasoline 120/240V generator as follows: <ul style="list-style-type: none"> <li>- Cummins Onan OHV EH65V air cooled gas engine</li> <li>- 5,500 watts, 45.8 amps</li> <li>- 120/240V Single Phase power</li> <li>- 69 dB(A) at full load</li> <li>- Electric start</li> <li>- Low oil alert</li> <li>- 33.6L x 22.2W x 16.7H</li> <li>- 288 lbs.</li> </ul>	\$9,810.00	<b>\$9,810.00</b>
1	New Cummins remote start/stop control panel with hour meter and new harness to generator 		
1	Install Onan generator as follows: <ul style="list-style-type: none"> <li>- Remove existing generator and components</li> <li>- Steam clean generator compartment and prep are for new generator</li> <li>- Install new generator, wiring harness, and control panel</li> <li>- Load test generator after installation</li> </ul>		

**Solicitation Number: RFP #120721****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Envirosight LLC, 111 Canfield Ave., Building C, Randolph, NJ 07869 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 17, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be



returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.



E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

#### **2. *Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. *Use; Quality Control.***

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is



primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.



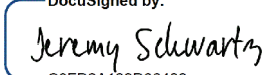
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Envirosight, LLC

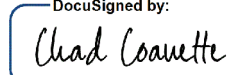
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Jeremy Schwartz

Title: Chief Procurement Officer

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Mike Dahlmann, President  
Best Equipment Company, Inc.  
Title: Authorized Contract Administrator  
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Date: \_\_\_\_\_

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Chad Coauette  
Title: Executive Director/CEO  
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Date: \_\_\_\_\_

# RFP 120721 - Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

## Vendor Details

Company Name: Best Equipment Company, Inc.

Does your company conduct business under any other name? If yes, please state: IN

Address: 5550 Poindexter Drive  
Indianapolis, IN 46235

Contact: Mike Dahlmann

Email: mikedahlmann@bestequipmentco.com

Phone: 317-823-3050

Fax: 317-823-3050

HST#: 35-1097778

## Submission Details

Created On: Wednesday November 10, 2021 13:50:41

Submitted On: Friday December 03, 2021 14:54:12

Submitted By: Mike Dahlmann

Email: mikedahlmann@bestequipmentco.com

Transaction #: 6146e2b9-2a24-44e3-8ac9-891a701bc8f1

Submitter's IP Address: 96.68.203.1

## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Envirosight, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Envirosight does not have any direct subsidiaries.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Envirosight does not have any direct subsidiaries.	*
4	Proposer Physical Address:	Envirosight, LLC 111 Canfield Ave Building C Randolph NJ 07869	*
5	Proposer website address (or addresses):	www.envirosight.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Best Equipment Company, Inc. Mike Dahlmann 5550 Poindexter Drive Indianapolis, IN 46235 mikedahlmann@bestequipmentco.com Mobile: 317.691.4984 Direct: 317.823.3050 x102 Main Toll Free: 800.372.2378	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Best Equipment Company, Inc. Mike Dahlmann 5550 Poindexter Drive Indianapolis, IN 46235 mikedahlmann@bestequipmentco.com Mobile: 317.691.4984 Direct: 317.823.3050 x102 Main Toll Free: 800.372.2378	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Best Equipment Company, Inc. Mike Dahlmann 5550 Poindexter Drive Indianapolis, IN 46235 mikedahlmann@bestequipmentco.com Mobile: 317.691.4984 Direct: 317.823.3050 x102 Main Toll Free: 800.372.2378	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Envirosight has been serving municipalities with wastewater infrastructure inspection technology for 20 years.</p> <p>ORIGINS: In 2001, Envirosight's founder identified an unmet market opportunity where equipment capability and customer experience intersect. Simply put, the market was settling for antiquated technology, and operators were left to fend for themselves when that technology failed under the harsh real-world conditions of sewer inspection. We knew we could help buried infrastructure owners gain better insight with less suffering and win loyalty and market share in the process.</p> <p>VISION: Create an inspection technology brand offering enhanced technical capabilities and the support infrastructure to deliver a loyalty-inspiring owner experience.</p> <p>STRATEGY:</p> <ul style="list-style-type: none"> <li>• Build a network of top-tier regional sales partners (dealers) with full on-site capabilities: service, support, inventory, and rentals.</li> <li>• Deliver a comprehensive basket of best-in-class wastewater infrastructure inspection, rehabilitation, and asset management solutions.</li> <li>• Franchise our vision for how sales and service should be run by implementing rigorous processes and training.</li> <li>• Build out an industry leading brand and marketing apparatus.</li> </ul> <p>VALUES: We organize our values into three categories:</p> <ol style="list-style-type: none"> <li>1. Integrity       <ol style="list-style-type: none"> <li>1.1. Character is revealed in adversity. When the chips are down, we step up.</li> <li>1.2. We build gratitude with each interaction. Goodwill pays dividends long-term.</li> <li>1.3. Everyone makes mistakes. We own our mistakes swiftly and fully.</li> <li>1.4. We never sugarcoat. We communicate directly, transparently and with empathy.</li> <li>1.5. It is infinitely easier to maintain trust than regain it.</li> </ol> </li> <li>2. Ownership       <ol style="list-style-type: none"> <li>2.1. We run toward challenges, not away from them.</li> <li>2.2. We spare no effort to ensure great outcomes for our customers.</li> <li>2.3. We grow only when customers are satisfied enough to become return customers.</li> <li>2.4. Our customers sign our paychecks. We don't rest until their problems are solved.</li> <li>2.5. The value of every relationship is immeasurable. We treat our customers like gold.</li> </ol> </li> <li>3. Ingenuity       <ol style="list-style-type: none"> <li>3.1. We're problem-solvers. Tell us what needs to be done and we'll find a way.</li> <li>3.2. We find the best solution--not the quickest, cheapest or easiest one.</li> <li>3.3. Sewer workers face complexity, red tape and dysfunction--but never from Envirosight.</li> <li>3.4. We don't throw money at a problem when brainpower and creativity can solve it.</li> <li>3.5. We don't worry about the future. We envision the future and make it happen.</li> </ol> </li> </ol> <p>OUTCOMES:</p> <ul style="list-style-type: none"> <li>• Having started at 7th place, Envirosight is now a leading brand in the wastewater inspection market.</li> <li>• Through acquisitions, we also own a revered plumber equipment brand and a distributor of cutting-edge sewer rehab technology.</li> <li>• Across our companies, we employ ~150 people and book annual revenue of ~\$65M.</li> <li>• Our platform now gives us multiple channels to market, expanding our reach far beyond municipal dealers.</li> <li>• Technologically, we are positioned at the forefront of trends driving our industry, including AI, cloud, SaaS and GIS/GPS.</li> </ul>
10	What are your company's expectations in the event of an award?	<p>In the event of an award, we plan to promote awareness of and engagement with the contract internally, to our dealers, and to our customers. This will include:</p> <ul style="list-style-type: none"> <li>• Promotion of contract participation through print advertisements and at industry events.</li> <li>• Training of internal and channel staff on how to use the contract: advantages, benefits, procedures, and requirements. This will be conducted through online and in-person trainings, and with informational collateral.</li> <li>• Educating the market on the benefits of cooperative purchasing via Sourcwell using emails, blog posts, social media, white papers and webinars.</li> <li>• Integrating procedures in our Salesforce CRM and Pandadoc quoting platform to ensure Sourcwell is a primary purchasing option that's pursued on every qualifying sale.</li> </ul> <p>We also plan a campaign to identify and aggressively promote the partnership between Sourcwell and Envirosight. This includes using the Sourcwell Awarded logo on all Envirosight literature and web pages.</p>

11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Attached in the financial strength section are two letters of good standing from State of New Jersey, Chase Bank Reference Letter, D&B Credit Report, and a Referral Letter from our Accounting Firm.	*
12	What is your US market share for the solutions that you are proposing?	In the U.S., the market for sewer inspection technology is fragmented among private companies. We have mixed market share percentages depending on the product category, but in general we have a 30% market share.	*
13	What is your Canadian market share for the solutions that you are proposing?	We have mixed market share percentages depending on the product category, but in general we have a about 5% market share.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Envirosight has never petitioned for bankruptcy protection.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Envirosight is a manufacturer of sewer inspection equipment with headquarters in Randolph, New Jersey.  We sell our equipment through a network of (third-party) regionally exclusive dealers <ul style="list-style-type: none"> <li>• 20 North American dealers</li> <li>• 52 North American sales locations</li> <li>• 34 North American factory-certified service locations</li> <li>• 175 sales reps</li> </ul> This dealer network is managed by an in-house (employee) staff of: <ul style="list-style-type: none"> <li>• One (1) global sales manager</li> <li>• Six (6) regional sales managers</li> <li>• One (1) strategic accounts manager</li> <li>• Five (5) marketing personnel</li> <li>• One (1) channel service manager</li> </ul> When a customer order is fulfilled, Envirosight typically ships the equipment to the dealer, who then conducts on-site delivery to the customer and trains the operators. When service is needed, it is handled at the regional dealer's Envirosight-certified service facility. Envirosight's in-house national service center will assist with regional service issues where needed.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Envirosight does not require any licenses and certifications to be held. However, Envirosight does issue training certifications in the event that one of our sales training programs are completed. We have various service centers throughout North America at which their service technicians are also certified to repair Envirosight equipment. Many of our sales representatives are also certified in the Pipe Assessment Certification Program (PACP) administered by the National Association of Sanitary Sewer Companies (NAASCO). Attached are copies of our New Jersey Business License and our Standards for our CCTV Truck Build Outs.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Envirosight has not had any Suspensions or Debarments within the past ten years.	*



**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Envirosight received two awards for new and innovative equipment in 2017 and 2018. Both awards were judged by a panel of industry experts for Environmental Protection Magazine. One was for the QuickView Air HD and the second was for the JetScan high pressure cleaning video nozzle. Both of these products create their own equipment category and continue to lead the market in performance and overall market share.	*
19	What percentage of your sales are to the governmental sector in the past three years	The government sector continues to be our largest revenue percentage. On average it is 85%. The remainder is mostly contractors who provide services to the government sector and other niche markets.	*
20	What percentage of your sales are to the education sector in the past three years	Sales to the educational sector are under 1%.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Envirosight currently holds purchasing contracts with HGAC, BuyBoard, and Ohio STS. The average annual sales volume for HGAC for the past three years is \$1.8M, for BuyBoard is \$15K, and for Ohio STS is \$997K.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA).	*

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Chilliwack	Jake Nesbitt	604.792.9311	*
Clackamas County	Russell Weber	503.722.6324	*
Franklin Township Sewerage Authority	Scott Nocero	732.873.2420	*
City of Red Deer Utilities	Curtis Ennis, C.E.T.	403.392.5802	

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
California Department of Transportation District 7 Luis Monterrubio - 213-400-2249	Government	California - CA	Equipment is sold to individual Districts of Cal-Trans (California Department of Transportation), serving 9-10 individual Districts over the past 2-3 years. Individual Districts make their own equipment purchase decisions that are then approved at the State level. Reference contact person is a representative district user/manager.	Delivered and trained 15 mainline inspection systems, 14 Quickview AirHD zoom survey systems, and 4 JetScan systems over the past 3 years.	Total Cost of goods sold over \$1.5M over the past 3 years.	*
Pittsburgh Water & Sewer 1200 Penn Ave Pittsburgh, PA 15222 Jim Tracey - 412-867-6075	Government	Pennsylvania - PA	The Authority, established in 1984, is responsible for the entire city of Pittsburgh's sewer system, roughly 12,000 miles of mostly combined sanitary and storm sewer lines. Pittsburgh Water & Sewer has been doing exclusive business with Envirosight sewer inspection products for over 15 years.	Built, delivered, and trained 2 full pipeline inspection vehicles equipped with 3 lateral inspection systems this year and plan to purchase a 4th lateral inspection system in 2022.	Total cost of goods sold is \$800K	*
City of Wichita, KS 455 N. Main Street Wichita KS 67202 Rick Killion - 316-268-4400	Government	Kansas - KS	Wichita Public Works & Utilities Sewage Treatment Division operates and maintains four (4) Wastewater Treatment Facilities, fifty-nine (59) Sanitary Sewer Lift Stations and over 2,000 miles of sewer lines, treating 10 billion gallons of wastewater annually; serving roughly 400,000 residents. These facilities provide primary, secondary, and advanced wastewater treatment, along with disinfection prior to discharge.	Built, delivered, and trained 2 full pipeline inspection vehicles equipped with 2 mainline inspection systems, 4 JetScan nozzle systems, and 2 Quickview AirHD zoom survey systems over the past 2 years.	Total cost of goods sold is \$500k.	*
City of Norfolk, VA 1316 Ballentine Blvd Norfolk, VA 23504 David Speer - 757-823-1023	Government	Virginia - VA	As wastewater superintendent, above has overseen budgeting and purchasing of equipment to support all aspects of collection system inspection, maintenance, operation and management for the City of Norfolk over the last 5 years.	Delivered and trained 2 mainline inspection systems within the past year.	Total cost of goods sold is \$200k.	*
City of Toledo, OH 640 Jackson Street Toledo, OH 43604 Adam Zolciak - 419-936-2178	Government	Ohio - OH	Equipment and inspection vehicles have been provided to the Sewer and Drainage Services division of the City of Toledo over the last 4 years. Purchasing decisions are made with input from the engineering, inspection, CSE and CCTV sections. Above contact has been the point person for this process; including budgeting and capital improvement planning.	Built, delivered, and trained 1 full pipeline inspection vehicle equipped with 2 mainline inspection systems within the past 2 years.	Total cost of goods sold is \$250k.	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Envirosight directly employs the following sales/sales-enablement roles:</p> <ul style="list-style-type: none"> <li>• One (1) global sales manager</li> <li>• Six (6) regional sales managers (Northeast NA, Southeast US, Midwest US, West Coast NA, Central/South America, and Europe)</li> <li>• One (1) strategic account manager (focused on large fleet accounts)</li> <li>• Five (5) marketing personnel (content, promotion, sales enablement, channel outreach)</li> <li>• One (1) channel service manager (training, standards compliance, performance auditing)</li> </ul> <p>Marketing prospects are managed in Hubspot; sales opportunities (leads) and customers are managed in Salesforce.</p> <p>Our in-house sales and service personnel coordinate on account management, but otherwise have separate functions that allow them to specialize in what they do.</p>
26	Dealer network or other distribution methods.	<p>Our dealer network in North America consists of 20 third-party dealer organizations, 175 sales reps, 52 sales locations, and 34 factory-authorized service locations. For some dealers, reps focus on Envirosight products in addition to other product lines. Other dealers have reps dedicated exclusively to the Envirosight line. At our dealers, sales and service personnel coordinate on account management, but otherwise have separate functions that allow them to specialize in what they do. See attached dealer list of locations as well as service locations.</p> <p>All sales opportunities are forecasted and tracked in Salesforce, so we can provide ongoing promotion of Sourcewell options according to funnel stage, as well as implement methodologies to ensure compliance with Sourcewell processes and requirements.</p> <p>Our sales academy trains hundreds of partner representatives to win deals with a combination of proprietary strategies, competitive intelligence and applications expertise. We track each deal to react in real-time, make targeted interventions, and coordinate on strategic accounts. Sourcewell processes will be integrated into all facets of this sales channel management ecosystem.</p>
27	Service force.	<p>Envirosight has 34 North American factory-certified service locations, each with:</p> <ul style="list-style-type: none"> <li>• At least one factory-trained and -certified service technician</li> <li>• On-site parts and accessories inventory</li> <li>• A dedicated service and testing room</li> </ul> <p>We also conduct service out of our New Jersey headquarters.</p> <p>Other aspects of our service program include:</p> <ul style="list-style-type: none"> <li>• Rental Fleet. When the unexpected happens, it's essential for customers to get back up and running quickly. We offer no-charge warranty rentals from 23 locations across the country, plus rental equipment for other needs, like when specialty jobs require special capability.</li> <li>• Parts Consignment. Based on a customer's fleet, we'll stock them with a consignment of spare parts, including windows, seals, retermination kits and more. They pay only for what they use, and we keep them replenished.</li> <li>• Maintenance Plans. Keeping to budget means managing cost-of-ownership. Envirosight makes it easy with maintenance plans and extended warranties to keep cost of ownership predictable long-term.</li> <li>• Warranty. Envirosight equipment is backed by one of the industry's most comprehensive warranties.</li> <li>• Parts Portal. Customers can gain access to our comprehensive online parts portal, where in-stock orders placed before 3:00 pm ship the same day, with next-day delivery available.</li> <li>• Technical Support. The Envirosight customer success team is standing by to help customers with technical issues and challenging applications—a single call to get support that's responsive, efficient and friendly.</li> <li>• Operator Training. Equipment operators are productive out of the gate with on-site training from certified Envirosight instructors. Not only do we cover equipment care, operation and safety, we're available to provide NASSCO PACP/MACP/LACP training, too.</li> <li>• Maintenance Training. If a customer runs an in-house maintenance shop, Envirosight's service training program will teach their techs to perform common repair and preventative maintenance procedures on our equipment. Training can be conducted on-site or at an Envirosight facility.</li> </ul>

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Although we have a vast sales dealer network to further assist with the order process and customer service, Envirosight will generate all Sourcwell quotes directly at the request of a customer and/or sales dealer. This way Envirosight will have complete visibility on all Sourcwell deals. Envirosight will have at least one person fully dedicated to monitoring all Sourcwell orders. The purchase orders for Sourcwell quotes will be made out to Envirosight. All inbound order sheets for Envirosight have listed whether the sale used the Sourcwell contract. Orders cannot be entered without this information. Once entered, orders will also be designated as Sourcwell sales for reporting purposes and fee remittance. With the assistance of our sales dealer network, Envirosight will have the orders fulfilled directly or by our sales dealer nearest to the customer location. Once fulfilled, Envirosight will generate the final invoice to the customer and will be responsible for collecting payment. Envirosight will remit the Sourcwell fee directly to Sourcwell upon completion. Envirosight will distribute the detailed ordering process among its sales dealer network.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service is a top priority for Envirosight. We have six full time employees dedicated to our various areas in customer service. These six areas include all new equipment orders, all new truck build orders, all new parts orders, all in house service for our inspection equipment, all in house service for our pipeline renewal equipment, and all warranty requests.  100% of in stock parts will ship the same day as long as the orders are received prior to our shipping cutoff time of 4:00PM (EST). Many of our sales dealers also stock Envirosight equipment and trucks.  We also have four full time service technicians available to provide technical assistance for designated product lines. Our repair turnaround rate is 48 hours.  We work as a team at Envirosight to ensure both our sales network and end users are fully supported in a timely and efficient manner.	*
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	In the United States, we have nineteen (19) sales partners covering all states with 43 sales locations and 32 factory-certified service locations. The service locations offer rental/loaner equipment, spare parts inventory, and factory-trained service technicians.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	In Canada, we have two (2) sales partners covering all provinces with 9 sales locations and 2 factory-certified service locations. The service locations offer rental/loaner equipment, spare parts inventory, and factory-trained service technicians.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will be fully serving all geographic areas within the United States and Canada through the proposed contract.	*
33	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will be fully serving all Sourcwell participating entity sectors through the proposed contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no specific contract requirements or restrictions that would apply to Sourcwell's participating entities in Hawaii, Alaska, and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	In the event of an award, we plan to promote awareness of and engagement with the contract internally, to our dealers, and to our customers. This will include: <ul style="list-style-type: none"> <li>• Promotion of contract participation through print advertisements and at industry events.</li> <li>• Training of internal and channel staff on how to use the contract: advantages, benefits, procedures and requirements. This will be conducted through online and in-person trainings, and with informational collateral.</li> <li>• Educating the market on the benefits of cooperative purchasing via Sourcwell using emails, blog posts, social media, white papers and webinars.</li> <li>• Integrating procedures in our Salesforce CRM and Pandadoc quoting platform to ensure Sourcwell is an option that's pursued on every qualifying deal.</li> </ul>	*

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Envirosight conducts fully integrated digital marketing using the Hubspot platform, where we maintain a database of nearly 18,000 marketing contacts. We engage with those contacts ongoingly through email, social, blog and website. We have integrated Hubspot with our call tracking platform (CallRail), our CRM (Salesforce), and GoogleAnalytics. Hubspot is also integrated with all our social presences: Facebook, Instagram, Youtube, LinkedIn and Twitter.</p> <p>We place heavy focus on content marketing, which helps us pull contacts into our database when they're in the research stage of making a purchase decision. We then nurture them with ongoing communications around product and content, so that when they're ready to make a purchase decision, Envirosight is top-of-mind.</p> <p>We gateway our primary content (downloadable/maillable white papers, posters, infographics, etc.) so that we can collect additional data about each contact who requests it. We start with name, title, company, phone and email, but move progressively toward more granular information like org type, org size, miles of pipe, and other qualifying data.</p> <p>To constantly bring new contacts into our marketing database, we invest in media that drives prospects to our content, including content sponsorships, PR, Google Ads and other SEM, social media advertising, event advertising and print advertising.</p> <p>We realize that the experience with our brand starts well before a purchase and continues long after it. We invest heavily in marketing that</p> <ul style="list-style-type: none"> <li>• Projects our brand. Our visual identity, messaging and values are broadcast across a range of digital and traditional channels.</li> <li>• Engages the market. Our buyers gather information before exhibiting buying intent. Through use of content and promotional marketing, we constantly engage with the market in order to capture prospects as soon as they're ready to embark on the buyer's journey.</li> <li>• Establishes thought leadership. Credibility is a huge component of any successful brand in our industry, and we're committed to producing non-promotional resources that help professionals and our industry advance. It builds goodwill and establishes our expertise.</li> <li>• Empowers sales teams. We create simple, compelling value propositions around complex technology, and deploy visually engaging collateral that helps guide the sales process.</li> <li>• Generates leads. Our marcomm funnel is oriented toward generating leads for on-site demonstrations. Our sales partners consistently tell us our lead generation is second-to-none in the industry.</li> <li>• Builds Loyalty. We support and augment the ownership experience with ongoing communication, so customers become lifetime accounts, influencers and brand ambassadors.</li> </ul>	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>While our sales and marketing teams pride themselves on being resourceful and ambitious, we hope to depend on Sourcewell for certain resources:</p> <ul style="list-style-type: none"> <li>• Brand assets (logos, etc.) that can be incorporated into marketing and communication campaigns.</li> <li>• Listing of Envirosight as a Sourcewell vendor within Sourcewell materials and resources, both print and online.</li> <li>• Review of certain promotional and informational materials for accuracy of messaging pertaining to Sourcewell.</li> <li>• Access to certain cooperative purchasing experts within Sourcewell for interview purposes so that we may develop content around Sourcewell cooperative purchasing.</li> </ul> <p>Sourcewell would be integrated into our sales process in the following ways:</p> <ul style="list-style-type: none"> <li>• Proactive bid searching for all Sourcewell opportunities.</li> <li>• Promotion of Sourcewell partnership in sales collateral, marketing materials and digital marketing (social, email, blog, website).</li> <li>• Extensive training of in-house personnel on Sourcewell benefits and procedures.</li> <li>• Extensive training of channel sales reps on Sourcewell benefits, procedures.</li> <li>• Development of sales processes and scripts that integrate Sourcewell promotion into the vetting of every opportunity.</li> <li>• Integrating procedures into our Salesforce CRM to ensure Sourcewell is an option that's pursued on every qualifying deal.</li> <li>• Integrating informational materials about Sourcewell into our Pandadoc quoting platform to boost awareness of Sourcewell on every qualifying deal.</li> </ul>	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The Quick Lock product line is the only product available through an e-procurement ordering process for end users. End Users may register and purchase Quick Lock products through our online parts portal upon request. Some municipalities that currently utilize this e-procurement ordering process are Duluth (MN), Twin Falls (ID), Charleston (SC), Guilderland (NY), Liberty (MO), Decatur (IN), Pueblo (CO), Hillsborough (NJ), and Bentonville (AR).</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Service training is provided by EnviroSight to both sales dealers and end users. Service training is standard at no cost. EnviroSight also has an online service library where we host pro tips, service trainings, and operator resources for our entire product line. This service library is accessible to all our Sales Partners and end users (photo attached).</p> <p>EnviroSight also hosts an annual training for our sales dealers known as ST5 (photo attached).</p> <p>Software training is mandatory at an additional cost, which is included with our software pricelist.</p> <p>The majority of EnviroSight's sales dealers have EnviroSight specialists that train and demo equipment for end users. Many sales dealers conduct training often with factory assistance. Whether the sales dealer charges for additional training is determined on a case by case basis. Most of the training provided by the sales dealers are at a nominal or no cost. Any nominal training costs will be disclosed to the member during the quoting process.</p>
40	Describe any technological advances that your proposed products or services offer.	EnviroSight products have integrated Wifi communications, imbedded reporting software, advanced measurement capabilities, and run on upgradable software platforms for future expansion.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>EnviroSight has taken several steps to become more environmentally friendly.</p> <p>Previously, EnviroSight hosted service trainings in person where we would arrange the travel and hotel accommodations for attendees. Now EnviroSight hosts remote trainings online to cut down on fuel emissions.</p> <p>EnviroSight has also implemented online parts ordering for our sales dealer network as well as online access to our service library and warranty registrations for end users. With the increase in digital resources, EnviroSight has reduced its paper consumption.</p> <p>EnviroSight has also upgraded its infrastructure to include motion sensor LED lighting and sinks. Submittals attached.</p> <p>Our equipment runs on electricity, which eliminates greenhouse gas emissions. EnviroSight does not contribute to noise pollution at construction sites, as our equipment is essentially inaudible. EnviroSight is also considering electric powered chassis in the future.</p> <p>The proactive nature of our business allows us to identify piping and sewage vulnerabilities before a pipe break actually occurs. Our crawlers and other products are fitted with high resolution cameras where problem areas are identified with pinpoint accuracy, minimizing environmental contamination and wasteful digs.</p>
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Products are subject to European Directive 2002/96/EC for the safe disposal of electronics.</p> <p>Regarding our equipment from our truck build facility:</p> <ul style="list-style-type: none"> <li>- The Xantrex 3000 KW inverter meets UL458 with marine supplement, CSA, ABYC, and FCC Class B (documented in attachments).</li> <li>- The Onan generator meets tier 3 and EPA Phase 3 Standards.</li> <li>- LED lighting is used in our vehicle build outs.</li> </ul>
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>EnviroSight holds no disadvantaged business certifications.</p> <p>Our sales dealer in northern California, U-Rock Utility Equipment, is certified as a small business.</p>



44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Beyond the technology we offer, we deliver a customer experience that is designed maximize satisfaction and loyalty. Investments and infrastructure that enhance this customer experience include:</p> <ul style="list-style-type: none"> <li>• Customer Service Infrastructure. Besides managing our sales funnel, Salesforce is our platform for warranty registration, purchased asset tracking, and service and support case management.</li> <li>• Service Network. We maintain a high standard for regional service with certified training for technicians, stringent inventory requirements, and continuous benchmarking of turnaround and customer satisfaction.</li> <li>• Parts. For partners and customers, ordering parts is easy with our online portal. Regional inventory depots ensure rapid fulfillment, in-stock orders ship the same day, and next-day delivery is available.</li> <li>• Trust and loyalty: In the world of municipal supply, expertise and credibility are the cornerstone of any successful brand. And when you're talking about technology that's used to maintain essential services, the stakes are even higher. Our success is built on thousands of industry relationships, decades of work in the trenches, and the belief that we succeed only when our customers do.</li> <li>• Virtual Support. We have a full video production studio that has all of our equipment. We use this to not only supply online training videos, but we can conduct live support or training when time is of the essence. We have conducted hundreds of online virtual support calls and have had over a thousand views on portal videos and online classes.</li> </ul>	*
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**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts, and labor for manufacturer defects in materials and workmanship. Envirosight warrants up to twelve months from the in service date	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>No, our warranties do not impose usage restrictions or other limitations that adversely affect coverage. However, there are exceptions due to accident, misuse, abuse, fire, flood, or other contingencies beyond the control of Envirosight. These contingencies include damage to warrantied items sustained in shipment, equipment that has had any of its identification, instructional, or sealing labels removed or tampered with, and/or equipment that has had its serial numbers altered, defaced, or removed.</p> <p>Envirosight will not be responsible for any changes, modifications, or repairs, either in cost or consequence, made by personnel not authorized by Envirosight. Envirosight will not be responsible for the loss of or damage to equipment while in the possession of any authorized or unauthorized service agency.</p>	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Envirosight will cover the expense of technicians' travel time and mileage to perform warranty repairs on a case-by-case basis as needed through its vast North American distribution network.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Envirosight has certified technicians to perform warranty repairs throughout North America. Many of Envirosight's sales dealers have service centers dedicated to the Envirosight product line. Two such dedicated repair centers in Cleveland and Indianapolis are pictured in our attachments.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we will cover warranty service for items made by other manufacturers that are a part of our proposal. We do have some products pertaining to our truck builds that we do pass on to the original manufacturers (vehicle chassis, truck chassis, trailer chasis, AC units, Generators, MEPS Units, and Inverters).	*
50	What are your proposed exchange and return programs and policies?	New and unused items can be returned within 60 days with a 10% restocking fee.	*
51	Describe any service contract options for the items included in your proposal.	<p>Envirosight offers maintenance plans and extended warranties to help customers keep cost of ownership predictable long-term.</p> <p>Due to the variety of systems and options available from Envirosight, such agreements will be priced accordingly and presented to the member in the quoting process.</p>	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	Envirosight's payment terms are Net 30. We accept payment by wire, credit card, and/or check.C314	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Although Envirosight does not have any leasing or financing options available, Envirosight can help connect Sourcewell members with third party financing if so desired.C316	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Envirosight's standard transaction documents include order forms, terms and conditions, and a service level agreement concerning product warranties. Samples of such documents are attached.</p> <p>The Envirosight order form is required to process all inbound orders. On this order form, the end user's information as well as the order procurement details are listed. Once completed, the order will be processed and will be designated as a Sourcewell sale when applicable.</p> <p>Envirosight's terms and conditions outline the expiration period, payment terms, FOB, and currency which pertain to sales quotes.</p> <p>Envirosight's warranty policy provides additional details regarding the length of the warranty as well as any exceptions that do not apply.</p>	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Envirosight does not accept the P-card procurement and payment process.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Envirosight will provide Sourcwell members a 5% Discount off list price. The attached pricelist includes both the list and discounted pricing as well as the SKU number for each item.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	5% Discount Off List Price	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Envirosight has a large/national accounts program where purchases of 5 or more of any product can receive a 3% discount. We would gladly extend this volume discount to Sourcwell members/customers as well.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Envirosight can supply specific non-standard "sourced" items to our truck builds. Depending on the cost and our ability to get a resale discount on "nonstandard options", we would supply such items at cost or add at the most 10% to cover the resources used to acquire these items for the member.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All equipment sales are FOB Randolph, NJ with the exception of Truck Builds which would be FOB from the Envirosight Truck Build Facility in Evans City, PA. Additional charges related to pre-delivery inspection, installation, set up, or mandatory training will be determined on a case by case basis by our sales dealers. Any additional charges will be conveyed to the member during the quoting process prior to the issuance of a purchase order.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight & shipping charges are separate and based upon the lowest standard rate at time of physical shipment from our NJ distribution center or our truck build center, depending on the equipment package being purchased. Additionally, there are varying freight import surcharges that will be addressed during the quoting process prior to the issuance of a purchase order.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not exploit higher shipping rates, delivery packages or disadvantages to customers purchasing outside of the contiguous United States. Standard lowest rate of freight shipping will be employed for all North and South American customers.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	At most locations, in person delivery of equipment and hands-on training by an authorized Envirosight specialist is our preferred standard for delivery. Sourcwell members will benefit from this process. Many of our competitors simply ship the equipment to the end-user direct.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	5% Discount Off List Price. Please see attached Price list.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Envirosight is fully committed to the proposed Contract with Sourcewell and will be solely responsible for adhering to Sourcewell's contract requirements. All customer orders will be initially submitted directly to Envirosight for this purpose rather than through our sales dealer network. Envirosight ensures that both Sourcewell participating entities and our sales dealer network obtain the proper pricing. All inbound order sheets for Envirosight have listed whether or not the sale used the Sourcewell contract. Orders can't be entered without this information. Once entered, orders will also be designated as Sourcewell sales. This will generate the fee that Envirosight will pay for using the Sourcewell contract. Envirosight will be accountable for reporting all sales under the Sourcewell contract each quarter and will remit the proper administrative fees to Sourcewell in a timely manner. Envirosight will have staff members designated in monitoring all Sourcewell sales, remitting all Sourcewell fees, and reporting quarterly sales.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In addition to reporting all sales under the Sourcewell contract each quarter to Sourcewell and the self-audit process Envirosight will employ, Envirosight will also track these sales internally. All Sourcewell sales will be noted in our CRM which is Sales Force. Envirosight would like to know how many overall sales opportunities are attributed to Sourcewell. Envirosight will also use this as part of our audit trail to make sure all Sourcewell business is properly accounted for. Lastly, we will have a third party review our Sourcewell activity and administrate the contract as a last measure to make sure we do not miss anything and we have the metrics we seek to better understand how our contract program is performing.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Envirosight proposes a 1.5% administrative fee that will be payable to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that Envirosight is awarded a Contract.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<ul style="list-style-type: none"> <li>• Sewer inspection crawlers: The world's most trusted crawler brand, ROVVER X, answers any inspection challenge with steerable 6-wheel drive, tool-free wheel changes, and a modular design. It accepts accessories like a motorized camera lift, large-diameter carriage, side scan camera and laser profiling probe. With powerful controls, an operator can access any function via touchscreen, log observations and generate reports. Online updates keep you equipped with the latest software-driven features, while onboard diagnostics help reduce downtime and repairs. Compact and efficient, ROVVER X easily travels to remote job sites.</li> <li>• Lateral launch sewer inspection crawlers: Our lateral launch crawler system locates cross bores and illicit flows with unrivaled speed, range and pushing force, plus three onboard cameras.</li> <li>• Sewer inspection vehicles: We build sewer inspection truck bodies that keep crews safe, productive and ready for any challenge. Our truck builds spare no amenity and work with a wide range of chassis/power options.</li> <li>• Sewer zoom survey camera: The wireless Quickview airHD rapidly assesses mainlines to determine where CCTV, cleaning or rehab is needed.</li> <li>• Push camera: The Verisight Pro+ push camera inspects laterals and clean-outs, offering digital recording, defect logging and available pan/tilt camera.</li> <li>• Jetter nozzle camera: Sewer jetting crews can clean, assess line condition and verify results with the wireless Jetscan HD video nozzle.</li> <li>• Automated manhole inspection system: The fully automated Cleverscan captures sidewall imagery and a 3D point cloud, with powerful tools to view and measure results.</li> <li>• Sewer inspection software: WinCan software is the industry-leading software platform for sewer inspection and asset management, with special capabilities for artificial intelligence (AI), GIS mapping, municipal enterprise software integration, and cloud-based workflows.</li> </ul>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>• Sewer inspection equipment</li> <li>• Sewer inspection trucks</li> <li>• Sewer inspection software</li> <li>• Asset management software</li> <li>• Manhole inspection</li> <li>• Sewer cleaning nozzles</li> <li>• Drain inspection cameras</li> <li>• Push cameras</li> <li>• Cross-bore location</li> <li>• Lateral launch inspection</li> <li>• Sewer rehabilitation</li> </ul>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Video, imaging, scope, and sensor equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Envirosight offers equipment to visually inspect sewer and stormwater infrastructure, including mainline inspection crawlers; lateral launch crawlers; sewer inspection vehicles; push cameras; zoom survey cameras; HD video nozzles; automated manhole inspection systems; and software for sewer inspection and sewer asset management. In addition, the company offers crawler accessories used to perform laser profiling and side scanning.	*
71	Flow and leak testing, detection, and monitoring equipment and tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
72	Underground infrastructure rehabilitation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Envirosight offers equipment to repair sewer and stormwater infrastructure, including point repair sleeves and the equipment used to install them; small- and large-diameter sewer rehab cutters; drain jetting camera systems; and equipment for curing CIPP rehab liners using LED light.	*
73	Products, accessories, supplies, parts, technology, software, and services related to the offering of the solutions in questions 70-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	In support of the inspection and repair equipment it sells for sewer and stormwater infrastructure, Envirosight offers parts and accessories; maintenance and repair services; operator and service technician training; equipment rental; customer support (via phone, email and on-site); software for data collection, management, analysis and reporting; and consultation.	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *	
74	Describe the compatibility of any software products offered with industry hardware.	Envirosight software products are compatible with a variety of industry hardware platforms. WinCan, the primary software for use with Envirosight products, is compatible with most inspection equipment including IBAK, CUES, and ARIES to name a few.	*
75	Describe the compatibility of any hardware products with industry software.	Envirosight hardware products are compatible with a variety of infrastructure database software products. Rovver X is compatible with software packages such as Pipe Logix, POSM, Pipe Tech, IT Pipes, and Granite Net and can be easily adapted to virtually any software platform in the industry.	



**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 76. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - UPLOADS 1 - PRICING.zip - Friday December 03, 2021 14:48:46
  - [Financial Strength and Stability](#) - UPLOADS 2 - FINANCIAL STRENGTH AND STABILITY.zip - Friday December 03, 2021 11:20:07
  - [Marketing Plan/Samples](#) - UPLOADS 3 - MARKETING PLAN AND SAMPLES.zip - Friday December 03, 2021 11:20:51
  - [WMBE/MBE/SBE or Related Certificates](#) - UPLOADS 4 - WMBE MBE SEB OR RELATED CERTIFICATES.zip - Friday December 03, 2021 11:22:34
  - [Warranty Information](#) - UPLOADS 5 - WARRANTY INFORMATION.zip - Friday December 03, 2021 11:22:51
  - [Standard Transaction Document Samples](#) - UPLOADS 6 - STANDARD TRANSACTION DOCUMENT SAMPLES.zip - Friday December 03, 2021 11:27:08
  - [Upload Additional Document](#) - UPLOADS 7 - UPLOAD ADDITIONAL DOCUMENT.zip - Friday December 03, 2021 11:27:32

**Addenda, Terms and Conditions****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Dahlmann, CEO/Owner, Best Equipment Company, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes    ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Underground_Infrastructure_Inspect_Equip_RFP_120721 Fri November 19 2021 11:33 AM	<input checked="" type="checkbox"/>	1

**SOURCEWELL  
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

**RESOLUTION TO AMEND RATIFICATION OF COOPERATIVE CONTRACTING AWARDS  
8/15/2023**

**Resolution No. 2023\_22**

**WHEREAS**, Sourcewell seeks to amend Board Resolution No. 2022-03 dated January 18th, 2022; and

**NOW THEREFORE BE IT RESOLVED**, Appendix A lists Best Equipment Company, Inc. (contract number 120721-BST); however, the correct Supplier Name should have been noted as Envirosight, LLC (contract number 120721-EVS). Best Equipment Company is an authorized representative of Envirosight, but Envirosight is the contract holder/awarded supplier.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker  
and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Linda Arts

0EF5785E1EAD4CF...

**Clerk to the Board of Directors**



Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Revised Lease Agreement – Ugrin Alexander Zadick, P.C.

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

**Initiated By:** Approve revised lease with Ugrin Alexander Zadick, P.C.

**Presented By:** Gregory T. Doyon – City Manager

**Action Requested:** Approve revised lease with Ugrin Alexander Zadick, P.C.

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Lease Agreement with Ugrin Alexander Zadick, P.C. for storage space located in the basement of #22 Railroad Square and authorize the City Manager to execute the same.”

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

---

**Staff Recommendation:** Approve the lease with Ugrin Alexander Zadick, P.C.

**Background:** In 2019, UAZ entered into a sublease agreement with the Children’s Museum of Montana for secured storage in the basement of #22 Railroad Square. At that time, CMOM held a master lease with the City, and the City consented to the sublease. In 2023, CMOM notified the City of its intent to terminate its lease and vacate the building. As part of the transition, UAZ expressed interest in continuing its use of the basement storage space.

The attached lease formalizes this relationship and outlines a month-to-month rental term under City ownership and management of the building. Rent is set at \$833.33 per month and includes basic terms for maintenance, insurance, and indemnification. The agreement also provides the City with right of access and defines default provisions to protect the City’s interests.

**Fiscal Impact:** Ugrin’s monthly rent of \$833.33 maintains an established revenue source for the building that is uniquely suited for the law firm. The initial rent remained the same based on square footage and market considerations for non-climate-controlled basement storage. The lease revenue offsets basic utility costs for keeping the building in “warm-status” and covering necessary security and fire alarms.

**Alternatives:** It is highly unlikely that another party would have interest in leasing the basement space at the Zellerbach Building. Staff would be happy to provide a tour to illustrate the limitations of the space. While the City could attempt to advertise the space in hopes of attracting a higher-paying tenant, the location, existing relationship with Ugrin Alexander Zadick, P.C., and the minimal service requirements make this lease the most practical and cost-effective option. Staff recommends proceeding with this arrangement.

**Attachments/Exhibits:**

Lease Exhibit with floor diagram



## LEASE AGREEMENT

This LEASE is made and entered into by and between the **CITY OF GREAT FALLS**, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "**City**" and **UGRIN ALEXANDER ZADICK, P.C.**, #2 Railroad Square, Ste. B, Great Falls, Montana 59401, hereinafter referred to as "**Lessee**."

### RECITALS

**WHEREAS**, the City is the owner of a building located at #22 Railroad Square, Great Falls, Montana 59401 (the "Building"), which the City previously leased to the Children's Museum of Montana ("Children's Museum"); and

**WHEREAS**, on January 14, 2019, Lessee and the Children's Museum of Montana entered into a Lease and Storage Contract (the "Storage Lease"), to which the City consented, for approximately 4,000 square ft. of storage space in the basement of the Building; and

**WHEREAS**, the Children's Museum of Montana has terminated its lease with the City for the Building; and

**WHEREAS**, Lessee desires to continue leasing storage space in the Building; and

**WHEREAS**, the City deems it to be in the public interest and serving a public purpose to lease storage space to Lessee under the conditions hereinafter set forth;

**NOW THEREFORE**, the parties do hereby covenant and agree as follows:

### AGREEMENT

1. **STORAGE SPACE.** The City, for and in consideration of the lease amounts to be paid and the agreement to be performed by Lessee, as set forth herein, does hereby lease, and let unto the Lessee the storage space described as follows (the "Storage Space"):

Approximately 4000 square feet of fenced and secured space located in the basement of the Building, the approximate location and dimensions of which are depicted in Exhibit A, attached hereto.

Lessee acknowledges familiarity with the condition of the Storage Space and acknowledges that the City has made no representation, statement or warranty, expressed or implied, as to such condition. Other than the Storage Space identified herein, the City shall retain the exclusive use of the remainder of the Building, without interference from Lessee.

2. **TERM.** The term of this Lease is month-to-month. However, the City will provide to Lessee at least sixty (60) days written notice of termination, except as provided in paragraph 7, herein, or on other grounds authorized by law.

3. **RENT.** Lessee agrees to pay monthly rent to the City in the amount of EIGHT HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$833.33) per month ("Rent"). Rent is due by the 5<sup>th</sup> of each month. Lessee acknowledges that it was not required to make a security deposit pursuant to the Storage Lease. The parties further acknowledge that no deposit is required or provided under this Lease.

4. **MAINTENANCE.** Lessee shall, throughout the term of this Lease, and at its own cost and without any expense to the City, maintain the Storage Space in a functional condition, inspect the premises on a regular basis to determine the condition and security of the Storage Space, and shall take immediate action, if necessary, or contact the City, to discuss repairs. The City shall not be responsible for repairs or maintenance resulting from the negligence of Lessee, its employees, agents, or invitees, which shall be the sole responsibility of Lessee.

5. **INSURANCE.** Lessee agrees to keep and maintain insurance coverage sufficient for the protection of Lessee's personal property held in the Storage Space, and will provide proof thereof upon request of the City.

6. **RISK OF LOSS.** Lessee assumes all risk for damage or loss of any files, goods or other personal property, located in or about the Storage Space, whether such damage or loss be the result of improper construction, lack of maintenance or repair, improper maintenance or repair, or any other cause whatsoever. Further, the City is not a bailee of the personal property maintained in the Storage Space and no bailment relationship is created by this Lease.

7. **INDEMNIFICATION.** Lessee agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with Lessee's use of the storage space, except to the extent caused by City's negligence.

8. **DEFAULT.** If Lessee refuses to allow the City to enter the Storage Space, and five (5) calendar days have passed since the City requested entry in writing, or if Lessee is more than ten (10) calendar days delinquent in the payment of Rent, then the City may take any or all of the following actions:

The City may enter the Storage Space by whatever means necessary, at the sole cost of Lessee, to inspect the Storage Space;

The City may lock the Storage Space and hold the contents as security for past due rent; and/or

The City may immediately terminate the Lease upon giving written notice to Lessee.

9. **NOTICE.** Any notice required to be given under this lease shall be in writing and may be served on either of the parties by personal delivery and/or mailing same in a sealed, postpaid envelope addressed to the City Manager or to the Lessee, as the case may be, at the addresses listed above. Notice shall be deemed to have been made upon the date of personal delivery or three (3) calendar days after mailing.

# 10. MISCELLANEOUS.

- a. The City shall provide Lessee with reasonable access to the storage space at all times.
- b. Lessee agrees to allow the City to enter the Storage Space upon five (5) calendar days notice.
- c. It shall be the obligation of Lessee to secure the storage space to Lessee's satisfaction.
- d. Lessee shall not use or occupy said Storage Space for *any* purpose other than the storage of Lessee's personal property.
- e. Lessee shall not assign the lease, nor sublet the Storage Space, nor any part thereof, without the written consent of the City.
- f. Any modification or amendment to this Lease shall be negotiated and mutually agreed upon in writing between Lessee and the City.
- g. Lessee shall permit the City to enter the Storage Space at all reasonable times to examine the condition of same.
- h. At the expiration or prior to termination of this Lease, Lessee shall leave the Storage Space in as good condition as received, except for reasonable wear and tear.
- i. This Lease constitutes the entire agreement between the parties and no representations or warranties have been made by the City to the Lessee.
- j. This Lease and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, by signing below, the City and Lessee agree to the terms outlined in this Lease, and have caused this Lease to be executed on the latest date set forth below.

**CITY OF GREAT FALLS**

**UGRIN ALEXANDER ZADICK, P.C.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Gregory T. Doyon, City Manager

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Attest:

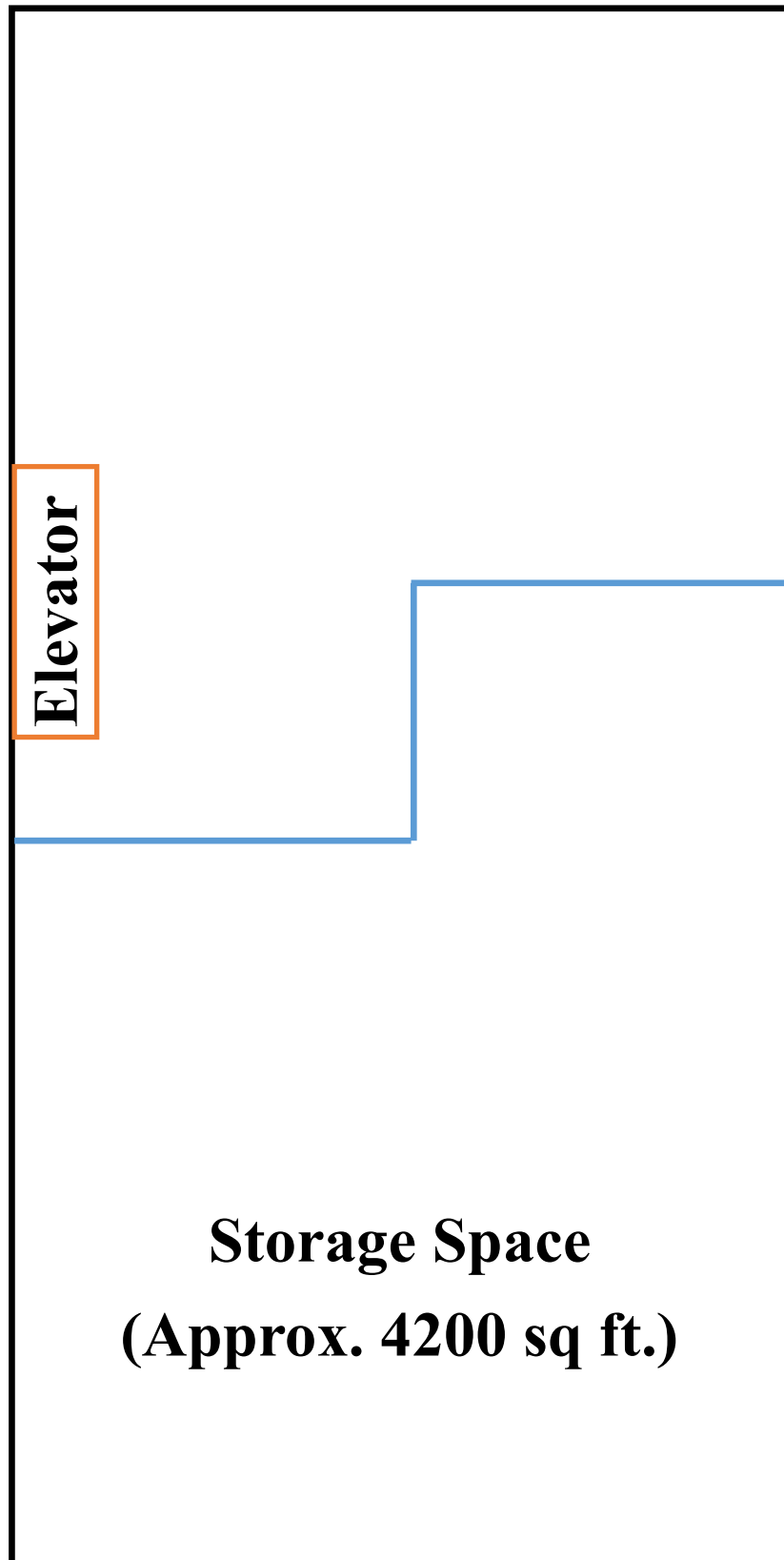
By: \_\_\_\_\_ (Seal of the City)  
Lisa Kunz, City Clerk

\*Approved as to Form:

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

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

# Exhibit A





Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Change Order #3: Great Falls Animal Shelter Remodel, OF # 1831.0

**From:** Finance Department

**Initiated By:** Finance Department, Animal Shelter

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

**Action Requested:** Approve Change Order

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) a change order credit in the amount of \$-3,369.60 to A & R construction, LLC for the Great Falls Animal Shelter Remodel Project utilizing City funds, and authorize the City Manager to execute the change order documents.”

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

---

**Staff Recommendation:**

Approve change order to A & R construction, LLC for the Great Falls Animal Shelter Remodel Project.

**Summary:**

The Montana State Legislature enacted the State-Local Infrastructure Partnership Act of 2023 (“SLIPA”) through House Bill 355. This act authorized a \$20 million allocation to the Montana Department of Commerce (Commerce) to be distributed to local governments via formula. The Great Falls Animal Shelter Remodel Project was approved by the commission as part of the list of other SLIPA projects on March 5, 2024. The project went out to bid for construction contracts in November 2024, and a construction contract was awarded to A&R Construction at the December 3, 2024 commission meeting.

Construction at the Animal Shelter began on February 3<sup>rd</sup>. While cutting the concrete to locate the plumbing to be replaced, the construction crew cut through electrical conduit that was located within the concrete slab. While it only affected some of the lighting in the office area, other conduits were also discovered in the surrounding concrete as well. Change Order # 2 provided an additional \$23,119.65 to cover the electrical work to re-route the electrical lines. However, once the electrical work was completed the work came in for less than what was quoted. A few other items requested by the Animal Shelter staff were taken care of, but this still results in a net credit for the previously approved contract amount.

Based on the final work being complete at the Animal Shelter, staff recommends approving Change Order #3 for a credit of \$-3,369.60.



**Fiscal Impact**

This project is being awarded with State-Local Infrastructure Partnership Act (SLIPA) Funds, as well as the Animal Shelter's H.U.G. funds. SLIPA will supply \$85,987.50, and the H.U.G. fund will supply \$74,950.90 (between construction and design). Change Order #2 put the contract total at \$152,808.00. Change order #3 will now bring the overall contract total to \$149,438.40.

**Alternatives:**

The City Commission could vote to deny the change order, however, the construction for the project is complete.

**Concurrences:**

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

**Attachments/Exhibits:**

Change Order #3

## CHANGE ORDER

**A&R Construction, LLC**  
**PO Box 7247**  
**Great Falls, MT 59406**

**Distributed to: Owner**

**Project:** Great Falls Animal Shelter  
 1010 25<sup>th</sup> Ave NE  
 Great Falls, MT 59404

**Contract Change Order # 3**  
**Change Order Date: 4/9/25**  
**Description: Tanks, Electric**  
**Deduct, Misc Items**

**To Owner:** City of Great Falls  
 ATTN: Sylvia Tarman

The following changes will be made to the contract:

Change Order Item	Description	Unit	Unit Price	Amount
1	Subcontract work for plumbing- Supply and install 3 new interceptor tanks. (This is priced as difference in originally spec'd tanks)	Ea.	5,415.40	5,415.40
2	Move utility sink over to cabinet	Ea.	450.00	450.00
3	Misc. time and materials	Ea.	1,017.00	1,017.00
<i>SUBTOTAL</i>				<i>6,882.40</i>
4	Deduct for electrical work	Ea.	(10,252.00)	(10,252.00)
<b>TOTAL</b>			<b>(3,369.60)</b>	<b>(3,369.60)</b>

Not valid until signed by both the Contractor and Owner. Signatures of the Contractor and Owner indicate the party's agreement herewith, including any adjustment in the Contract Sum or time.

The original Contract Sum was. ....	129,688.35
The net change by previously authorized Change Orders was. ....	23,119.65
The Contingency Sum prior to this Change Order was. ....	0.00
The Contingency Sum will decrease by this Change Order. ....	0.00
The New Contingency Sum will be. ....	0.00
Change Order Sum will be. ....	(3,369.60)
The Contract Sum will decrease by this Change Order. ....	(3,369.60)
The New Contract Sum will be. ....	149,438.40

Proposed by Contractor:  
 A&R Construction, LLC  
 PO Box 7247  
 Great Falls, MT 59406

By: Adrian Jones  
 Date: 4/24/25

Accepted by Owner:  
 City of Great Falls, ATTN: Sylvia Tarman  
 PO Box 5021  
 Great Falls, MT 59403

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

By: [Signature] - LPW  
 Date: 4-24-25



PipeDown Plumbing, LLC

Lee Ayers

PipeDownPlumbingMT@Gmail.com

1122 10th Ave No. GF MT

## Change Order Request

**Project:** Great Falls Animal Shelter

**Address:** 1010 25<sup>th</sup> Ave NE GF MT

**GC:** A&R Construction

**Date:** 4-8-25

### CHANGE IN SCOPE OF WORK

The customer would like the utility sink location moved to the right, as close to existing cabinets as possible.

3 hours labor at \$150/HR

Hardware and materials required will be supplied by PipeDown Plumbing.

**TOTAL \$450.00**

***Please sign below to accept***

\_\_\_\_\_ ***Title*** \_\_\_\_\_ ***Date*** \_\_\_\_\_



Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Approve Final Payment: Civic Center Infrastructure Renovations, OF 1750.2

**From:** Sylvia Tarman, ARPA Project Manager

**Initiated By:** Finance Department

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

**Action Requested:** Approve Final Payment

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Final Payment for the Civic Center Infrastructure Renovations Project in the amount of \$69,949.31 to AT Klemens, and \$706.56 to the State Miscellaneous Tax Fund, and (authorize/not 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:** Staff recommends that the City Commission approve Final Payment for the Civic Center Infrastructure Renovations Project.

**Background:** The Transformer/Boiler upgrades were identified as a Tier 1 ARPA project, along with the HVAC upgrades, in April of 2022. The Boiler Project was originally combined with the HVAC upgrades for a project allocation of \$623,000, while the Boiler project was originally allocated \$125,000. Once the design and investigations had been done, staff combined the Transformer and the Boiler into one project, and the HVAC upgrades into its own project. Once bids came back for both projects, they both sat at approx. \$1.4 million apiece. The City Commission approved Change Order #1 for this contract at the December 17<sup>th</sup>, 2024 meeting, bringing the overall contract price to \$1,413,117.40. This final payment will satisfy the total contract amount, and there were no cost overruns at the end of the project.

Construction for the project began on the boilers in April 2024 and continued through December 2024. Fine tuning of the system is ongoing. Work on the new electrical panels and transformer began in December 2024, and continued through the end of March 2025. The overall the project progressed well and the Contractor did a great job. Punch list items have now been completed and final O&M manuals have been provided to the City. We are now in the warranty period.

**Conclusion:** City staff recommends approval of the Final Payment. Substantial Completion has been issued as of April 7, 2025 and City staff has verified that punch list items have been completed.

**Fiscal Impact:** This project was funded with ARPA funds, initially awarded at \$1,407,300, increasing to \$1,413,117.40 with Change Order #1. This final pay application will cover that last of the contractor's work and release the retainage to the contractor. The Final Payment of \$69,949.31 to AT Klemens, and \$706.56 to the State Miscellaneous Tax Fund will complete payment of the contract amount. There were no cost overruns at the end of the project.

**Alternatives:** The City Commission could vote to deny approval of the Final Payment and request staff to further investigate if the project is ready for final payment. This action would result in further delaying payment to the contractor.

**Concurrences:** Representatives of the Finance Department have coordinated in development of this proposal.

**Attachments/Exhibits:**

Final Pay Application- AT Klemens



# City Of Great Falls

PO Box 5021 \* Great Falls, MT 59405

Project #: 1750.2  
 Date: 4/7/2025  
 Pay Estimate #: 17 RETAINAGE  
 Period From: 26 March 2025  
 To: 07 April, 2025

## PERIODIC ESTIMATE FOR PARTIAL PAYMENT

Project Name: **Civic Center Boiler/Transformer Replacement**  
 Location: Great Falls, MT

Contractor: A.T. Klemens Inc.  
 Address: 814 12<sup>th</sup> St N  
 Great Falls, MT 59401  
 Phone: (406)-452-9541

### RETAINAGE ADJUSTMENT

1. Total Retainage to Date:	\$70,655.87
2. Less Securities Deposited:	
3. Retainage Withheld (1 - 2)	\$70,655.87

### CONTRACT AMOUNT STATUS

1. Original Contract Amount:	\$1,407,300.00
2. Net +/- by Change Order:	5817.40
3. Contract Amount to Date:	\$1,413,117.40

### CHANGE ORDER SUMMARY

No.	Date Approved	Additions	Deductions
1	12/18/2024	\$5,817.40	
2			
3			
4			
5			
<b>TOTALS:</b>		\$5,817.40	
<b>NET TOTAL:</b>			\$5,817.40

### CONTRACT STATUS

1. Work in Place (from next page):	\$1,413,117.40
2. Total Work & Stored Material:	\$1,413,117.40
3. Retainage Withheld:	
4. Total Earned Less Retainage:	\$1,413,117.40
5. Less Previous Payments (+ 1 % Tax):	\$1,342,461.53
6. <b>Amount Due This Payment:</b>	<b>\$70,655.87</b>
7. Less 1% State Contractor's Tax:	\$706.56
8. <b>Payment Due Contractor:</b>	<b>\$69,949.31</b>

I hereby certify that this submitted request for payment is correct, true and just in all respects and that payment or credit has not previously been received. I further warrant and certify by submission of this request that all previous work for which payment has been received is free and clear of all liens, disputes, claims, security interests, encumbrances, or causes of action of any type or kind in favor of the contractor, subcontractors, material suppliers, or other persons or entities and do hereby release the Owner from such.

Submitted by: A.T. Klemens, Inc.  
 (Company/Contractor)

(Name) Dennis Zaremski - President

Date: 07 April 2025

Reviewed by: Cushing Terrell  
 (Architect/Engineer)

(Name) Anthony Houtz

Date: April 7, 2025

Approved by: City of Great Falls

(Name)

Date:

SHEET No. 1 OF 2 SHEET



## WORK IN PLACE/STORED MATERIALS - PAGE 1

City of Great Falls Civic Center Boiler/Transformer Replacement  
Great Falls, MT

AT KLEMENS  
814 12TH ST N  
GREAT FALLS, MT 59401

Project #: O.F. 1750.2  
Date: 07 APRIL 2025  
Pay Request Nurr

17

A Div. No.	B Description of Work	C Scheduled Value	D Work Previous D+E	E Complete This Period	F Materials Store	G Total Complete D+E+F	% G/C	H Balance To Finish	I Retainage 5%
1	<b>Mechanical</b>								
2	Labor	\$ 21,799.00	\$ 21,799.00		\$ -	\$ 21,799.00	100%	\$ -	\$ 1,089.95
3	Material	\$ 6,845.00	\$ 6,845.00		\$ -	\$ 6,845.00	100%	\$ -	\$ 342.25
4	Equipment	\$ 51,122.00	\$ 51,122.00			\$ 51,122.00	100%	\$ -	\$ 2,556.10
5	Subcontractor(s)	\$ 4,387.00	\$ 4,387.00			\$ 4,387.00	100%	\$ -	\$ 219.35
6	<b>Plumbing</b>								
7	Labor	\$ 245,079.50	\$ 245,079.50		\$ -	\$ 245,079.50	100%	\$ -	\$ 12,253.98
8	Material	\$ 132,387.50	\$ 132,387.50		\$ -	\$ 132,387.50	100%	\$ -	\$ 6,619.38
9	Equipment	\$ 174,138.50	\$ 174,138.50		\$ -	\$ 174,138.50	100%	\$ -	\$ 8,706.93
10	Subcontractor(s)	\$ 148,977.50	\$ 148,977.50		\$ -	\$ 148,977.50	100%	\$ -	\$ 7,448.88
11	Bond	\$ 18,974.00	\$ 18,974.00	\$ -	\$ -	\$ 18,974.00	100%	\$ -	\$ 948.70
12	<b>Electrical</b>								
13	Labor	\$ 170,501.00	\$ 170,501.00		\$ -	\$ 170,501.00	100%	\$ -	\$ 8,525.05
14	Material	\$ 222,330.00	\$ 222,330.00		\$ -	\$ 222,330.00	100%	\$ -	\$ 11,116.50
15	Equipment	\$ 107,746.00	\$ 107,746.00		\$ -	\$ 107,746.00	100%	\$ -	\$ 5,387.30
16	Subcontractor(s)	\$ 103,013.00	\$ 103,013.00		\$ -	\$ 103,013.00	100%	\$ -	\$ 5,150.65
17		\$ -	\$ -		\$ -	\$ -	#DIV/0!	\$ -	\$ -
18		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
19		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
20		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
21	CO#1 - RELOCATE STEAM & COPPER PIPES	\$ 5,817.40	\$ 5,817.40		\$ -	\$ 5,817.40	100%	\$ -	\$ 290.87
22		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
23		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
24		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
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26		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
27		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
28		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
29		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
30		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
31		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
32		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
33		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
34		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
35		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	Totals Page 1	\$ 1,413,117.40	\$ 1,413,117.40	\$ -	\$ -	\$ 1,413,117.40	100%	\$ -	\$ 70,655.87



Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Award Construction Contract: Mansfield Theater Ceiling Repair, OF1833.1

**From:** Finance Department

**Initiated By:** Finance Department

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

**Action Requested:** Award Construction Contract

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$445,000.00 to Custom Plaster, LLC for the Mansfield Theater Ceiling Repair Project utilizing Montana Historic Preservation Grant and City funds, and (authorize/not authorize) the City Manager to execute the construction contract documents.”

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

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**Staff Recommendation:**

Approve construction contract for Custom Plaster, LLC. for the Great Falls Mansfield Theater Ceiling Repair Project.

**Summary:**

The City was awarded \$250,000.00 through the Montana Historic Preservation Grant program. This award is part of a State funded annual allocation program that is designed to support public or private entities with the preservation of historic sites. This Historic Preservation Grant was funded through an appropriation passed by the Montana State Legislature during the 2023 biennium. The City finalized its agreement with the State on August 13, 2024.

Since early 2024, City staff have been working with Custom Plaster LLC to develop a scope of work and estimate for the project. Given the sensitive and historic nature of the Mansfield Theater and the specialized work needed to stabilize the decorative ceiling, Staff opted to work solely with Custom Plaster as a sole source contract. They have extensive experience in historic restorations on large and small scale projects. The expected work includes stabilizing or replacing sections of ceiling structure where the lathe and plaster have sustained too much water damage to be touched up, while trying to salvage as many of decorative tiles as possible. Some of the generic, non-decorative tiles that have fallen or are very warped will be replaced outright. All of the tiles will have additional nails placed in them to stabilize them from potential detachment. Touch-up painting will be done on affected areas as necessary. This effort will

require a substantial amount of scaffolding to be placed in the theater, so this project will be implemented in conjunction with the seating replacement project. Once the old seats are removed, the scaffolding contractor will come in and set up for the ceiling repair. Once the ceiling repair is complete, the new seating installation will begin.

Based on the need of this project and availability of grant funds to offset the cost, City staff recommends awarding the contract to Custom Plaster, LLC.

**Fiscal Impact**

This project is being funded with Montana Historic Preservation Grant (MHPG) Funds, as well as additional funding from the downtown TIF. MHPG will supply \$250,000.00 and the TIF has awarded \$147,300.00 to this project specifically. City Staff are continuing fundraising efforts to support the Mansfield Theater projects. Any monies raised from that effort will offset the remaining \$47,700.00 before City funds are utilized.

**Alternatives:**

The City Commission could vote to deny award of the construction contract, however this work is slated to happen at the same time as the seating project to maximize the space available for scaffolding and with as little impact as possible to the shows scheduled for the theater.

**Concurrences:**

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

**Attachments/Exhibits:**

Custom Plaster, LLC Contract

Mansfield Theater Sole Source Justification

## **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 **CUSTOM PLASTER LLC**, 10078 W Achillea St, Star, ID, 83669, (“**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 Ninety (90) 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. Liquidated Damages:** If the Construction Project is not completed within the time provided by this Agreement, the City may deduct for each day the Construction Project remains uncompleted the sum of One-Hundred dollars (\$100.00) from the compensation hereinafter specified, and retain that sum as payment for liquidated damages sustained by reason of the Contractor's failure to complete the Construction Project on time.

**5. 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 FOUR-HUNDRED FOURTY-FIVE THOUSAND DOLLARS (\$445,000.00), 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.

**6. 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.

**7. 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.



**8. 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.

**9. 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.

**10. 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.

**11. 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.

## **12. 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.

### **13. 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.

**14. 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.

**15. Representatives:**

**a. City's Representative:** The City's Representative for the purpose of this Agreement shall be **Sylvia Tarman** 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 **Greg Marsters** 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

## **23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

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

**31. 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.

32. **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.
33. **Severability**: If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.
34. **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.
35. **Binding Effect**: This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
36. **Amendments**: This Agreement may not be modified, amended, or changed in any respect except by a written document signed by all parties.
37. **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.
38. **Counterparts**: This Agreement may be executed in counterparts, which together constitute one instrument.
39. **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.
40. **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.
41. **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.
42. **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

**43. 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**

**CUSTOM PLASTER LLC**

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

By: \_\_\_\_\_  
**Print Name: GREG MASTERS**  
**Print Title: owner**  
**Date: 10. APRIL. 2025**

**ATTEST:**

(SEAL OF THE CITY)

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

**\* APPROVED AS TO FORM:**

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

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



## Exhibit A

### **Scope of Work**

Attached.

Custom Plaster LLC  
10078 W Achillea St  
Star, ID 83669

30, January, 2025

Mansfield Center for the Performing Arts  
2 Park Drive South  
Great Falls, Montana 59401

Dear contracting agent,

The following good faith estimate of probable cost is for budgetary purposes. This estimate is for the repair at the main upper ceiling and related work at two locations at the upper seven feet of wall area in the main auditorium and includes the proscenium arch. Scope includes related oversight and coordination efforts at The Mansfield. A more thorough scope is outlined as follows and we are recommending a two day site visit to experiment with several methodological options for improving the attachment of the existing sound proofing tiles in situ. The proposed concept for that additional attachment includes adding two mechanical points of attachment at the sides which align with existing wooden grounds and one in the center of each existing tile for which exact methodology has yet to be determined and will require a mock-up to be approved by design team and owners group. It is additionally anticipated that as many as twelve hundred damaged tiles will be replaced and those replaced will be attached in accordance with current manufacturers recommendations for installation. The plaster and its support system will be thoroughly inspected and areas of damage will be restored as required. This scope also includes paint as required to duplicate the original paint scheme at areas of repair and as needed to create a fresh face for the impacted area. Much of the presenting finish in the upper auditorium was determined to be original and the project goal will be to leave as much historic fabric as possible while blending areas of repair in a seamless manner. The work is expected to take place summer of 2025 over a period of approximately twelve weeks which includes scaffold install and removal. The project workforce will consist of at least one architectural conservator and at least one conservation tech as well as various support persons to complete the scope within the proposed time frame.

Price: ~~430,000.00\*~~ ( Four hundred thirty thousand dollars) **\$445,000.00 with added insurance/bonding**

NOTE: This price is in 2025 dollars and no escalated costs are added.

A thirty percent mobilization/materials deposit is required before work commences, monthly production draws will be submitted, with final payment due upon completion (30 days net). Price includes all labor, travel, lodging, per diem, scaffold access, materials, insurance, and applicable taxes as well as protection of adjacent surfaces to complete stated scope. (\*NOTE: Protection of auditorium seating from dust prior to work commencing and final cleaning of lower area of auditorium after work is completed is the responsibility of the building owner's group). Custom Plaster will place work related debris in owner provided on-site trash receptacle. All work to comply with the covenants of the AIC/FAIC and the Secretary of the Interiors guidelines for Historic Preservation. Any additional work will be at an additional

Custom Plaster LLC  
10078 W Achillea St  
Star, ID 83669

expense, all agreements must be in writing. Custom Plaster, LLC is not responsible for unforeseen conditions which may alter schedule including but not limited to weather conditions and the global pandemic.

Price excludes repairs to framing and the consolidation and reattachment of plaster which is found to be delaminated which was not determinable at walk through.

Respectfully Submitted,

Greg Marsters

Acceptance\_\_\_\_\_ date\_\_\_\_\_

## Exhibit B

### City Supplied Materials

None

**Exhibit C****Construction Schedule**

Work shall be completed within 90 days from the date issued in the Notice to Proceed (NTP). Tentative start date will be June 1, 2025.

## Exhibit D

### **Compensation Schedule**

Contractor shall not demand or be entitled to receive payment for any work on the Construction Project, in whole or in part, except in the manner set forth herein.

### **Monthly Progress Payments**

**A.** After the commencement of work on the Construction Project, the Contractor may request monthly progress payments by submitting a written Application for Payment to the City during each successive calendar month, with a copy to the project architect or engineer. The Application for Payment must be based upon the actual or estimated percentage of work completed and materials supplied on the Construction Project prior to the date of the Application and shall be filled out and signed by the Contractor. Contractor shall attach all supporting documentation to the Application to verify that the work claimed in the Application has been completed. Only one Application for Payment may be submitted within a calendar month.

**B.** Beginning with the second Application for Payment, each Application shall also include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied on account to discharge Contractor's obligations associated with the prior Applications for Payment.

**C.** City and its architect or engineer shall promptly review all Applications for Payment and, within twenty-one (21) days after receipt of each Application, determine whether a progress payment should be disapproved in whole or in part. An Application for Payment is considered to have been received when it is submitted to City's Representative and is considered approved unless prior to the expiration of the 21 day period the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved. A progress payment or any portion may be disapproved upon a claim of: **(1)** unsatisfactory job progress; **(2)** failure to remedy defective construction work or materials; **(3)** disputed work or materials; **(4)** failure to comply with provisions of this Agreement, drawings, plans, specifications for the Construction Project, or other required documents, including but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; **(5)** failure of Contractor to make timely payment for claims including, but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; **(6)** damages to the City; **(7)** the existence of reasonable evidence that the Agreement cannot be completed for the unpaid balance of the Agreement's Compensation; and **(8)** Contractor's non-compliance with applicable federal, state, and local laws, rules, regulations, and ordinances.

**D.** The City will furnish Contractor a written statement specifying a reason for disapproval that is listed in Section C above for which approval of the Application for Payment or a portion thereof is being withheld. If the City disapproves only a portion of an Application for Payment, the remainder of the Application for Payment is considered approved.



**E.** If the City approves a monthly progress payment, the City shall withhold the five percent (5%) Retainage Amount from the total payment requested in the Application for Payment and may withhold an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the eight (8) items set out in Section C above. City shall tender the balance of the approved monthly progress payment to Contractor within fourteen (14) days following the approval.

**F.** Contractor understands that the Montana Public Contractors' Gross Receipts Tax requires all contractors or subcontractors working on a publicly funded project to pay or have withheld from earnings one percent (1%) of the gross contract price if the public contract price, including subcontracts attached thereto, is Eighty Thousand Dollars (\$80,000) or more. If required, the City will withhold this tax from any payment made to Contractor and will remit the amount withheld to the Montana Department of Revenue. Contractor must withhold the tax from payments made to subcontractors by Contractor.

**G.** City's approval of any progress payment shall not operate as City's acceptance of any portion of the Construction Project as complete or free of defects or nonconformities, nor shall it operate as a waiver of Contractor's obligations under the Agreement including, but not limited to, Contractor's testing and warranty obligations.

### **Final Payment**

**A.** Upon completion of the Construction Project, Contractor shall submit an Application for Final Payment to the City, with a copy to the project architect or engineer, seeking payment of the remaining balance of Contractor's compensation, including all retainage amounts. Contractor shall attach all supporting documentation and receipts to the Application for Final Payment to verify that the Construction Project has been fully and finally completed in compliance with all terms and conditions of the Agreement, including complete and legally effective releases or waivers of all liens or encumbrances that have been filed against the Construction Project, and a consent from all of Contractor's sureties to final payment. In addition, Contractor shall include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied on account to discharge Contractor's obligations associated with the Construction Project and that the prior Applications for Payment and all claims asserted by any person arising from or related to the Construction Project have been settled or satisfied. In the event any claims have not been settled or satisfied, the Affidavit shall contain a complete listing of such claims, the name and address of each person making a claim, the facts and circumstances surrounding each claim, the amount of each claim, and the efforts made to date by Contractor to resolve, settle or satisfy each claim.

**B.** City and its architect or engineer shall promptly review the Application for Final Payment and, within twenty-one (21) days after receipt of the request, determine whether it should be disapproved in whole or in part. An Application for Final Payment is considered to have been received when it is submitted to City's Representative and is considered approved unless the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved prior to the expiration of the 21-day period. A final payment or any portion may be disapproved upon a claim of: **(1)** unsatisfactory job progress; **(2)** after City's

final inspection of the Construction Project, Contractor has not completed all punch list items and failed to remedy defective construction work or materials; **(3)** disputed work or materials; **(4)** failure to comply with provisions of this Agreement, drawings, plans, specifications for the Construction Project, or other required documents including, but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; **(5)** failure of Contractor to make timely payment for claims including, but not limited to, claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; **(6)** liens or claims which have been filed or brought against Contractor or the City related to the Construction Project, or any such claims have not been properly documented in Contractor's Affidavit; **(7)** damage to the City; **(8)** Contractor has not delivered all maintenance and operating instructions, marked-up record documents, as-builts, and any other documents relating to the Construction Project as required by City; and **(9)** the Contractor is not in compliance with applicable federal, state, and local laws, rules, and ordinances and has not remedied the noncompliance.

**C.** The City will furnish Contractor a written statement specifying a reason for disapproval that is listed in Section B above for which approval of the Application for Final Payment or a portion thereof is being withheld. If the City disapproves only a portion of an Application for Payment, the remainder of the Application for Payment is considered approved.

**D.** Final payment is due and payable within fourteen (14) days of City's approval, but City may withhold an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the nine (9) items set out in Section B above and any tax withholding required by law.

## Exhibit E

### **Change of Work Specifications**

**A.** City may, at any time or from time to time, order changes, additions, deletions, or revisions to the work on the Construction Project by submitting a written Change Order to Contractor. Upon receipt and City approval of any Change Order, Contractor shall comply with the terms of the changed work as reflected in the Change Order.

**B.** City and Contractor shall negotiate in good faith for an agreement as to any increase or decrease in the Contractor's compensation that results from any Change Order. The increased or decreased Contractor's compensation shall be set forth in the Change Order and both the City and the Contractor shall sign the Change Order as an indication of their respective acceptance of the changes and modifications to the Agreement. In the event the City and Contractor are unable to agree upon the increase or decrease in Contractor's compensation resulting from any Change Order, such increase or decrease shall be determined as follows:

**1.** increases to Contractor's compensation shall be calculated as follows and shall be evidenced by Contractor's submission to the City of its actual supporting documentation including time slips/cards, invoices, and receipts:

- a.** by unit prices otherwise set forth in the Agreement or subsequently agreed upon;
- b.** by an agreed upon lump sum; or
- c.** by the cost of the work and an agreed upon mark-up for Contractor's overhead and profit, with the costs of the work determined as follows:

**(i)** The Contractor shall be paid the actual gross wage rates, without any deductions, withholding, or overhead, paid for all labor and foremen assigned exclusively to performing the Change Order work, for the total recorded hours, in addition to a surcharge not to exceed 80% the total gross wage rates. The gross wage rates shall include travel pay, if applicable, however may not include fringe benefits, whether or not paid directly to the employees. Payment as described above will consist of full compensation for all labor related expenses incurred including but not limited to premiums for workers compensation insurance, Contractors liability and property damage insurance, social security taxes, unemployment compensation, health and welfare expenses, small tools and equipment not otherwise classified under heavy equipment and other expenses imposed by federal or state laws or both. Only labor included in certified payrolls will be eligible. The gross wage rates for Change Order work will be those which are listed on the certified payroll.

(ii) Contractor's actual cost of materials, including actual transportation costs, for all materials supplied by Contractor.

(iii) Costs for the use of heavy equipment and the transportation of the same. Such costs shall be the actual rental fees incurred for the use of the heavy equipment and the actual costs of transporting such heavy equipment to and from the site of the Construction Project. Contractor owned equipment rates shall be in accordance with the latest edition of RSMeans - Costs in compliance with the contract prevailing wage rates. Operator/labor costs shall be paid in accordance with (i) above.

(iv) Contractor's fee for overhead, profit, bonds, insurance, all related administrative fees, management costs, and taxes as described in section 28: (1) shall be no greater than 15% of the total labor, material and equipment costs incurred under paragraphs B.1.c.(i-iii); plus (2) may include up to a 5% markup of the total Subcontractor fees; Subcontractors and each lower tier contractor may apply a 15% markup to their individual costs as described in paragraph B.1. above.

(v) All cost of the work Change Order efforts will be accounted for daily. The City's field representative will prepare daily reports. Daily report sheets shall be the true record of additional work.

(vi) Contractor shall submit statements for the Change Order work including material invoices and freight bills, applicable certified payrolls, and equipment rental rates.

**Or,**

**2.** decreases to Contractor's compensation shall be determined by the City's good faith estimate. If Contractor disagrees with such good faith estimate, Contractor can avail itself of the Dispute Resolution provisions set forth in the Agreement. Engineer approved materials, testing and reports, inspections, certifications and all requirements of the Technical Specifications which are not provided or performed by the Contractor will be grounds for a decrease in Contractor compensation. If activity is specifically included in the approved Schedule of Values, Owner's credit shall be equal to the value established by the Contractor and approved by the Engineer in the Schedule of Values.

**C.** Except for minor modifications in the work not involving an increase of costs or Contractor's compensation and not inconsistent with the purposes of the work required by the Agreement, and except in an emergency situation which endangers life or property, no change to the work requirements shall be made unless pursuant to a written Change Order duly executed.

**D.** Contractor shall not be entitled to any increase in the Contractor's compensation or the extension of any deadlines set forth in Construction Schedule with respect to any work performed by Contractor that is not required by the terms and conditions of the Agreement and is not contained in a duly executed Change Order.

**Exhibit F****Contractor's Rates of Wages, Benefits, and Expenses**

For purposes of prevailing wage requirements, this Project is considered as Building Construction. The applicable Montana or Federal Prevailing Wage Rates for this type of project, as included in these Contract Documents, are incorporated herein by this reference.

## Exhibit G

### **Required Insurance Coverage**

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

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

- |    |   |   |
|----|---|---|
| 1. | Commercial General Liability<br>(bodily injury and property damage)   | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 2. | Products and Completed Operations   | \$2,000,000   |
| 3. | Automobile Liability  | \$1,000,000 combined single<br>limit                |
| 4. | Workers' Compensation   | Not less than statutory limits                      |
| 5. | Employers' Liability  | \$1,000,000   |
| 6. | Professional Liability (E&O)<br>(only if applicable)  | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 7. | Builder's Risk/Course of Construction Insurance or other appropriate Installation Floater/Rider (at City's discretion) equal to the total contract amount or, for buildings and other structures, full replacement value (covering all work, buildings, materials and equipment, whether on site or in transit, loss due to fire, lightening, theft, vandalism, malicious mischief, earthquake, |   |



collapse, debris removal, demolition occasioned by enforcement of laws, water damage, flood if site within a flood plain, repair or replacement costs, testing and start-up costs)

- |    |   |   |
|----|---|---|
| 8. | Owner's and Contractor's Protective Liability<br>(not required if General Aggregate has<br>Project or location selection) | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 9. | Contractual Liability Insurance<br>(covering indemnity obligations)   | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |

Additional coverage may be required in the event of the following:

crane operating services: add On-Hook Coverage

transportation services: add \$1,500,000 Transit Coverage

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT BLANK**

# Example of Acceptable Additional Insured Endorsement:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

## Exhibit H

### **Required Bonds**

Contractor shall make, execute, purchase, maintain and deliver to City performance and payment bonds in an amount at least equal to the Contractor's compensation under this Agreement, conditioned that the Contractor shall faithfully perform of all of Contractor's obligations under this Agreement and pay all laborers, mechanics, subcontractors, material suppliers and all persons who supply the Contractor or Contractor's subcontractors with provisions, provender, material, or supplies for performing work on the Construction Project. All bonds must be obtained with a surety company that is duly licensed and authorized to transact business within the state of Montana and to issue bonds for the limits so required. The surety company must have a Best's Financial Strength Rating of at least A, as rated by the A. M. Best Co., or an equivalent rating from a similar rating service. All bonds must remain in effect throughout the life of this Agreement and until the date of expiration of Contractor's warranties. A certified copy of the agent's authority to act must accompany all bonds signed by an agent. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business within the state of Montana is terminated, Contractor shall promptly notify City and shall within twenty (20) days after the event giving rise to such notification, provide another bond with another surety company, both of which shall comply with all requirements set forth herein.

### **Bond Types and Amounts:**

- |    |                                  |   |
|----|----------------------------------|---|
| 1. | Performance Bond                 | Equal to Contractor's compensation amount |
| 2. | Labor and Materials Payment Bond | Equal to Contractor's compensation amount |

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

## CITY OF GREAT FALLS

### REQUEST FOR SOLE SOURCE

DATE: 4/24/25 DEPARTMENT: FinanceREQUESTOR: Sylvia PHONE NUMBER: 455-8474BUSINESS NAME: Custom Plaster, LLCCONTACT: Greg Marsters PHONE NUMBER: 208-440-1671EMAIL ADDRESS: gregmarsters@gmail.comADDRESS: 10078 W Achillea StCITY: Star STATE: ID ZIP CODE: 83669**SOLE SOURCE REQUEST PURPOSE:**

Secure a qualified contractor for Mansfield Ceiling Repair Project

**SOLE SOURCE JUSTIFICATION:**

The City was awarded a Montana Historic Preservation Grant in order to perform ceiling repairs in the historic Mansfield Theater. Due to the specialized experience needed to repair/replace the lathe and plaster structure of the ceiling, stabilize the existing tiles, and re-paint the decorative tiles as necessary; City staff opted to work with Greg Marsters at Custom Plaster, LLC. Greg has a demonstrated history of completing large and small scale historic preservation projects. He also worked on the plaster in our new Court space, which looks great. Greg is the only contractor in the region that we are familiar with that has the capabilities to complete this project, while ensuring the preservation of the historic characteristics of the Mansfield Theater.

**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.

Sylvia Tarman  
SIGNATURE

Sylvia Tarman  
PRINT NAME

Project Manager  
TITLE

4/24/2025  
DATE



Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Riverside Little League Park – Riverside Little League Association

**From:** Park & Recreation Department

**Initiated By:** Jessica Compton, Park & Recreation Deputy Director

**Presented By:** Jessica Compton, Park & Recreation Deputy Director

**Action Requested:** Set Public Hearing for Riverside Little League Association Lease of City owned property located in Sacajawea Park and Riverside Little League Park.

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for May 20, 2025 to consider a lease agreement of City owned property located in Sacajawea Park and Riverside Little League Park with the Riverside Little League Association.”

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 May 20, 2025, to consider the lease of a portion of a city park located in Sacajawea Park and Riverside Little League Park with the Riverside Little League Association.

**Summary:** The proposed lease with Riverside Little League Association would be a five-year lease with an option to renew for an additional five years at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with sixty (60) days written notice. The leased parkland is located in Sacajawea Park, 2900 8<sup>th</sup> St NE, Great Falls, MT and Riverside Little League Park, 3700 7<sup>th</sup> St NE, Great Falls, MT. As part of the lease agreement the lessee will oversee the overall day-to-day operations of the property, including but not limited to mowing, weed control, irrigation, repairs and general upkeep of the property.

**Background:** As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days’ notice of the time and place of such hearing to be published in a paper of general circulation in the City.

In 1997 the Park and Recreation Department did not have the staff or financial funding to start a little league program. The formation of the Riverside Little League Association was established. Over the 28 years, Park and Recreation has had a great working relationship with the Riverside Little League

Association. They have provided quality youth sports and a reputation that the community has come to respect and rely on every season.

The Park and Recreation Master Plan recommended that the City's responsibility should be to provide land for youth sport organizations. The Riverside Little League Association has provided improvements to the city parkland including fencing, backstops, irrigation, turf, parking lots, buildings and restrooms. Loss of playing fields would be detrimental to the Riverside Little League Association programs.

The five-year lease includes an annual fee of \$350. The City would be responsible for water costs for irrigation, up to a maximum of one thousand five hundred dollars (\$1500) per year. The Riverside Little League Association will be responsible for 60% of total water costs for irrigation of Sacajawea Park and Riverside Little League Park less the \$1500 deduction. This has been accepted policy with other baseball programs.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. During the April 14, 2025 Park and Recreation Advisory Board meeting board members were given the opportunity to consider this renewal. The Park Advisory Board voted to recommend that the City Commission approve this lease agreement.

**Fiscal Impact:** The \$350.00 annual lease payment will go to the General Fund.

**Alternatives:** The alternative would be to not approve the lease and require the groups to find other options to conduct their activities.

**Attachments/Exhibits:** Riverside Little League Lease Agreement



## LEASE AGREEMENT

This AGREEMENT is made effective the 1<sup>st</sup> day of January, 2025, by and between the **CITY OF GREAT FALLS**, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "**City**" and **RIVERSIDE LITTLE LEAGUE**, a Montana non-profit corporation with a mailing address of P.O. Box 481, Black Eagle, Montana 59414, hereinafter, the "**Lessee**."

### W I T N E S S E T H:

**WHEREAS**, the City and Lessee entered into a Lease Agreement dated March 2, 2020, for use of a portion of City owned property described as Riverside Little League/Baseball Field (hereinafter refer to as the ("**Property**"), located in Sacajawea Park at 2900 8<sup>th</sup> Street NE, Great Falls, Montana (the "**2020 Lease**");

**WHEREAS**, the term of the 2020 Lease was for five (5) years effective January 1, 2020 and expiring December 31, 2024. The 2020 Lease stated the City, in its sole discretion, may grant and extension of the 2020 Lease with any conditions and covenants to be negotiated;

**WHEREAS**, due to the expiration of the 2020 Lease in December of 2024 and the grant of an extension not having a specific time, the City elected, with the consent of Lessee, to enter into an updated lease for the Property;

**WHEREAS**, this updated Lease Agreement complies with Title 3, Chapter 4 of the Official Code of the City of Great Falls (OCCGF). This Lease is excepted from the public bidding process pursuant to OCCGF § 3.4.050;

**WHEREAS**, the City desires to enter into a lease agreement with Lessee to lease the Property, for the purpose of hosting youth baseball and/or softball practices, games and related events;

**WHEREAS**, the City deems it to be in the public interest and serving a public purpose to lease the Property under the conditions as hereinafter set forth, and;

**NOW THEREFORE**, the parties do hereby covenant and agree as follows:

**1. RECITALS.** The City and Lessee agree that the above Recitals shall be incorporated as agreed upon terms within this Agreement.

**2. LEASE.** The City, for and in consideration of the Rent amount to be paid and the agreement to be performed by each party, does hereby lease, and let unto the Lessee the Property as described above in the Recitals.

**3. TERM.** The term of the lease will be for a period of five (5) years from January 1, 2025 to December 31, 2029. The term may be renewed for one (1) additional five (5) year term, beginning on January 1, 2030 and ending on December 31, 2034, unless a party gives the other

party written notice of non-renewal on or before October 1, 2029. If the parties agree upon revised or additional terms an extension addendum shall be executed by the parties.

Notwithstanding the above term, this Agreement is terminated if Lessee's use of the Property ceases to be for a public purpose. In such event, the use of the Property immediately reverts to the City of Great Falls. Further this Agreement may be terminated prior to the expiration as provided herein by either party giving written notice to the other of not less than sixty (60) days. Upon the expiration or termination of this Agreement and any extension thereof, Lessee shall leave the Property in as good condition as received, except for reasonable wear and tear.

**4. RENT.** In consideration therefore, the Lessee agrees to pay the City \$350.00 annually for the duration of the first five years of this Agreement. Rent for the second five years of this Agreement may be negotiated and agreed upon in an extension addendum provided for in Paragraph 3. Said Rent shall be paid upon execution of this Agreement, and shall be paid on or before January 2<sup>nd</sup> of each thereafter.

**5. ACCEPTANCE OF CONDITION.** Lessee acknowledges familiarity with the condition of said Property and states that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the City as to such condition. In no event shall the City be liable for any defect in such Property, except as otherwise provided herein, or for any limitation on its use. The taking of possession of the Property shall be conclusive evidence that Lessee accepts the same "as is" and that the Property was in good condition at the time possession took place. Lessee agrees to accept the Property in the condition in which it exists at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by City, and without recourse as to the nature, condition or unsuitability thereof, or as to the uses to which the Property may be put.

**6. UTILITIES.** Lessee shall be responsible for 60% of the total cost of water for irrigation of the entire Sacajawea Park property. The City will pay a maximum of \$1,500.00 of Lessee's 60% responsibility, and any additional costs for water usage over \$1,500.00 will be billed to Lessee; and will be due and payable upon receipt of billing. The maximum amount paid by the City may be negotiated (based on usage) and agreed upon in an extension addendum provided for this Agreement.

Lessee shall pay 100% of all the charges for other utilities and services used, rendered, or supplied upon or in connection with the Property.

**7. COVENANTS OF LESSEE.** The Lessee hereby covenants and agrees that the Lessee shall:

- a. Pay all Rent and other payments required by this Agreement in a timely manner;
- b. At its own cost and risk, use the Property primarily as a practice and game location and related events for youth baseball and/or softball programs;
- c. Provide portable toilet facilities, at Lessee's sole expense, when the Property is

being used, if the Property does not have a park restroom;

**d.** Not use or occupy said Property for any unlawful purpose, and conform to and obey all present and future laws, ordinances; and all rules, regulations, permit requirements of all governmental authorities or agencies, related to the use and occupation of the Property and/or operation of business on the Property;

**e.** Not make any signage, alterations, changes, remodeling or capital improvements to the Property, without the prior approval required by the City. The costs of any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, required permits or labor considerations and will become the property of the City upon termination of this or any subsequent lease;

**f.** Not use the Property in a way that will discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin, or any other classification under the law;

**g.** Not commit or suffer to be committed any waste or any nuisance on the Property; and

**h.** Not use or occupy the Property, or permit the same to be used or occupied, for any purpose deemed hazardous on account of fire or otherwise.

**8. MUTUAL COVENANTS:** It is mutually agreed by and between the City and Lessee that:

**a.** If Lessee pays the Rent as herein provided, and keeps, observes and performs all of the other covenants of this Agreement, the Lessee may, peaceably and quietly, have, hold, and enjoy the Property for the term stated herein;

**b.** The City is not, and never shall be, liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract, or other obligation of Lessee. The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture;

**c.** The City's Property shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the Property by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby; and

**d.** Any addendum, modification or amendment to this Agreement shall be negotiated and mutually agreed upon, in writing, between the City and Lessee.

## **9. MAINTENANCE AND IRRIGATION**

**a. Lessee Maintenance.** Except as provided below, Lessee shall, throughout the

term of this Lease Agreement, including any extension term, and at its own cost and without any expense to the City, keep and maintain the Property in a good state of repair and acceptable, functional, sanitary and orderly condition, including, but not limited to, mowing and weed control, irrigation, routine repairs and maintenance on the Property, and all appurtenances thereto; timely removal of rubbish and trash; maintain the interior of, and appurtenances on the Property including any bleachers, concession area, restrooms; and maintain the exterior of the Property, and all appurtenances, and parking areas of the Property in a clean and safe condition.

To add, Lessee shall maintain the Property in a functional condition, inspect premises on a regular basis to determine any hazardous conditions, which may exist, and take immediate action to correct such conditions if they exist.

**b. Maintenance by City.** Notwithstanding the above, in the spring, at a time determined appropriate in the City's sole discretion, the City will turn water services on up to the backflow, concessions and restrooms; and in the fall, at a time determined appropriate in the City's sole discretion, the City will turn off the water and winterize the backflow, concessions, and restrooms on the Property. If Lessee uses the Property before the City turns water services on or after the City winterizes the backflow, concessions, and restrooms, Lessee shall provide portable toilet facilities at Lessee's sole expense.

Except as stated above, the City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Property or any improvements thereon; said maintenance, repairs, replacements, etc. being the sole responsibility of the Lessee. In addition, the City shall not be responsible for repairs or maintenance resulting from the negligence of Lessee or participants, which shall be the sole responsibility of Lessee.

Should Lessee at any time fail, neglect, or refuse to fulfill this obligation to repair and maintain after receiving written notice and ten (10) days to correct such default, the City may, but need not, enter the Property and make such repairs or alterations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the Rent, and should said costs not be so paid, the City may consider this Lease Agreement to be in default.

**10. RIGHT OF ENTRY.** The City, through its agents or employees, shall have the right, but no obligation, to enter the Property at all reasonable hours to examine the condition of the same. There shall be no reimbursement of Rent, nor liability for any loss of occupation or quiet enjoyment occasioned by the City's entry.

**11. INSURANCE REQUIREMENTS.** Lessee shall, at all times during the term of this Agreement and any extensions, at Lessee's sole expense, procure and maintain comprehensive general liability insurance covering the use, occupation or condition of Property in the amount of at least One Million Dollars (\$1,000,000.00) for injury to or death of any one person per occurrence, and in the amount of Two Million Dollars (\$2,000,000.00) aggregate for injury to or death of any number of persons in one occurrence. The policy must be issued by a

company licensed to do business in the State of Montana and having at least an “A” rating in the current A.M. Best’s Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City. Lessee shall annually furnish to the City the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee’s obligation under this paragraph. Providing the City of Great Falls proof of required insurance annually is a condition of this Agreement. Failure to provide insurance documentation will be a violation to this Agreement and will result in terminate of this Agreement.

**12. INDEMNIFICATION.** To the fullest extent permitted by law, Lessee agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses, fees and costs (including reasonable attorney fees) connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from Lessee’s use and occupancy of the Property, including use by its agents, assigns, renters, employees and others using the Property; except to the extent such damages, or claims thereof, may be due to or caused by the negligence or willful misconduct of the City, or its employees or agents and any obligation of the City shall be limited by the amounts set forth in Mont. Code Ann. §2-9-108. This indemnification shall survive the termination or expiration of this Agreement and any extensions thereof.

In addition, the City shall not be liable to Lessee or any third party for any damage or injury (including death) to persons or property resulting from any defect in the Property or the improvements thereon, whether such defects be the result of improper construction, lack of maintenance or repair, improper maintenance or repair or other cause whatsoever.

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

**14. SUBLETTING AND ASSIGNMENT.** Lessee shall not have the right to assign this Agreement or sublet the Property, or any part thereof, without the prior written permission of the City. Should the City grant such permission, any assignment or sublease shall be subject to all the provisions of this Agreement and Lessee shall continue to be bound by all the terms, conditions, and covenants provided herein. Permission given by the City to an assignment or sublease shall not be deemed to be permission given to any subsequent assignment or sublease or any release of further liability. Any assignment or sublease made without the prior written permission of the City shall be void, and shall, at the option of the City, terminate this Agreement.

**15. INVALIDITY.** The invalidity or ineffectiveness, for any reason, of any portion of this Agreement shall in no way affect the validity or enforceability of the remaining portion thereof and any invalid or unenforceable provisions shall be deemed severed from the remainder of this Agreement.

**16. WAIVER.** The waiver by the City of, or the failure of the City to take action with respect to, any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.

**17. EFFECT OF LESSEE'S HOLDING OVER.** Any holding over after the expiration of the term of this Agreement shall be construed to be a tenancy from month to month, at the same Rent as required pursuant to the terms of this Agreement, prorated for monthly payments, and shall otherwise be on the terms and conditions herein specified so far as applicable.

**18. BINDING EFFECT.** It is mutually understood and agreed that each and every provision of this Agreement shall bind and inure to the benefit of the successors and assigns of the respective parties hereto.

**19. PAYMENTS AND NOTICES.** Any payments or notices required to be given under this Agreement shall be in writing and may be served on either of the parties by electronic or personal delivery or by mailing the same by registered or certified mail to the City Manager at the Civic Center, Great Falls, Montana, or to the Lessee at the address included on page 1. Notice shall be deemed to have been made within three (3) calendar days after mailing.

**20. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no representations or warranties have been made by the City to the Lessee save those contained herein.

**21. APPLICABLE LAW, JURISDICTION, AND VENUE.** This Agreement, and any extensions thereof, shall be governed by, and constructed in accordance with, the laws of the State of Montana without giving effect to the conflicts-of-laws principles thereof. The parties hereby consent to jurisdiction and venue for any litigation or dispute arising from this Agreement in the Montana State District Court in the Eighth Judicial District in and for Cascade County.

**IN WITNESS WHEREOF,** by signing below, the City and Lessee agree to the terms outlined in this Lease, and have caused this Lease to be executed on the latest date set forth below.

*[The remainder of this page is intentionally left blank. Signature page to follow.]*

**CITY OF GREAT FALLS**

**RIVERSIDE LITTLE LEAGUE**

By: \_\_\_\_\_

Gregory T. Doyon, City Manager

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

Attest:

By: \_\_\_\_\_

Lisa Kunz, City Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

(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.





Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Americans Little League Park – Americans Little League Association

**From:** Park & Recreation Department

**Initiated By:** Jessica Compton, Park & Recreation Deputy Director

**Presented By:** Jessica Compton, Park & Recreation Deputy Director

**Action Requested:** Set Public Hearing for Americans Little League Association Lease of City owned property located at 38<sup>th</sup> Street North and 10<sup>th</sup> Ave.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for May 20, 2025, to consider a lease agreement of City owned property located at 38<sup>th</sup> Street North and 10<sup>th</sup> Ave with the Americans Little League Association.”

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 May 20, 2025, to consider the lease of a portion of City land located at 38<sup>th</sup> Street North and 10<sup>th</sup> Ave with the Americans Little League Association.

**Summary:** The proposed lease with Americans Little League Association would be a five-year lease with an option to renew for an additional five years at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with sixty (60) days written notice. The leased land is located at 38<sup>th</sup> Street North and 10<sup>th</sup> Ave, Great Falls, MT. As part of the lease agreement the lessee will oversee the overall day-to-day operations of the property, including but not limited to mowing, weed control, irrigation, repairs and general upkeep of the property.

**Background:** As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days’ notice of the time and place of such hearing to be published in a paper of general circulation in the City.

In 1987 the Park and Recreation Department did not have the staff or financial funding to start a little league program. The formation of the Americans Little League Association was established. Over the 38 years, Park and Recreation has had a great working relationship with the Americans Little League

Association. They have provided quality youth sports and a reputation that the community has come to respect and rely on every season.

The Park and Recreation Master Plan recommended that the City's responsibility should be to provide land for youth sport organizations. The Americans Little League Association has provided improvements to the city parkland including fencing, backstops, irrigation, turf, parking lots, buildings and restrooms. Loss of playing fields would be detrimental to the Americans Little League Association programs.

The five-year lease includes an annual fee of \$350. The City would be responsible for water costs for irrigation, up to a maximum of three thousand dollars (\$3000) per year. The Americans Little League Association will be responsible for total water costs for irrigation of Americans Little League Park less the \$3000 deduction.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. At the April 14, 2025 Park and Recreation Advisory Board meeting board members were given the opportunity to consider this renewal. The Park Advisory Board voted to recommend that the City Commission approve this lease agreement.

**Fiscal Impact:** The \$350.00 annual lease payment will go to the General Fund.

**Alternatives:** The alternative would be to not approve the lease and require the groups to find other options to conduct their activities.

**Attachments/Exhibits:** Americans Little League Lease Agreement

## LEASE AGREEMENT

This AGREEMENT is made effective the 1<sup>st</sup> day of January, 2025, by and between the **CITY OF GREAT FALLS**, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "**City**" and **GREAT FALLS AMERICANS LITTLE LEAGUE, INC.**, a Montana non-profit corporation with a mailing address of P.O. Box 7252, Great Falls, Montana 59406, hereinafter, the "**Lessee**."

### WITNESSETH:

**WHEREAS**, the City and Lessee entered into a Lease Agreement in 2020, for use of a portion of City owned property located at 1000 38<sup>th</sup> St N, Great Falls, commonly known as/described as Americans Little League Park (hereinafter refer to as the ("**Property**") (the "**2020 Lease**");

**WHEREAS**, the term of the 2020 Lease was for five (5) years expiring December 31, 2024. The 2020 Lease stated the City, in its sole discretion, may grant and extension of the 2020 Lease with any conditions and covenants to be negotiated;

**WHEREAS**, due to the expiration of the 2020 Lease in December of 2024 and the grant of an extension not having a specific time, the City elected, with the consent of Lessee, to enter into an updated lease for the Property;

**WHEREAS**, this updated Lease Agreement complies with Title 3, Chapter 4 of the Official Code of the City of Great Falls (OCCGF). This Lease is excepted from the public bidding process pursuant to OCCGF § 3.4.050;

**WHEREAS**, the City desires to enter into a lease agreement with Lessee to lease the Property, for the purpose of hosting youth baseball and/or softball practices, games and related events;

**WHEREAS**, the City deems it to be in the public interest and serving a public purpose to lease the Property under the conditions as hereinafter set forth, and;

**NOW THEREFORE**, the parties do hereby covenant and agree as follows:

**1. RECITALS.** The City and Lessee agree that the above Recitals shall be incorporated as agreed upon terms within this Agreement.

**2. LEASE.** The City, for and in consideration of the Rent amount to be paid and the agreement to be performed by each party, does hereby lease, and let unto the Lessee the Property as described above in the Recitals.

**3. TERM.** The term of the lease will be for a period of five (5) years from January 1, 2025 to December 31, 2029. The term may be renewed for one (1) additional five (5) year term, beginning on January 1, 2030 and ending on December 31, 2034, unless a party gives the other

party written notice of non-renewal on or before October 1, 2029. If the parties agree upon revised or additional terms an extension addendum shall be executed by the parties.

Notwithstanding the above term, this Agreement is terminated if Lessee's use of the Property ceases to be for a public purpose. In such event, the use of the Property immediately reverts to the City of Great Falls. Further this Agreement may be terminated prior to the expiration as provided herein by either party giving written notice to the other of not less than sixty (60) days. Upon the expiration or termination of this Agreement and any extension thereof, Lessee shall leave the Property in as good condition as received, except for reasonable wear and tear.

**4. RENT.** In consideration therefore, the Lessee agrees to pay the City \$350.00 annually for the duration of the first five years of this Agreement. Rent for the second five years of this Agreement may be negotiated and agreed upon in an extension addendum provided for in Paragraph 3. Said Rent shall be paid upon execution of this Agreement, and shall be paid on or before January 2<sup>nd</sup> of each year thereafter.

**5. ACCEPTANCE OF CONDITION.** Lessee acknowledges familiarity with the condition of said Property and states that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the City as to such condition. In no event shall the City be liable for any defect in such Property, except as otherwise provided herein, or for any limitation on its use. The taking of possession of the Property shall be conclusive evidence that Lessee accepts the same "as is" and that the Property was in good condition at the time possession took place. Lessee agrees to accept the Property in the condition in which it exists at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by City, and without recourse as to the nature, condition or unsuitability thereof, or as to the uses to which the Property may be put.

**6. UTILITIES.** The City will pay a maximum of \$3,000.00 of the total water costs for irrigation at the City owned property located at 1000 38<sup>th</sup> St N. Additional costs for water usage over \$3,000.00 shall be paid by the Lessee, with the bill for the same due and payable upon receipt of billing. The maximum amount paid by the City may be negotiated (based on usage) and agreed upon in an extension addendum provided for this Agreement.

Lessee shall pay 100% of all the charges for other utilities and services used, rendered, or supplied upon or in connection with the Property.

**7. COVENANTS OF LESSEE.** The Lessee hereby covenants and agrees that the Lessee shall:

- a. Pay all Rent and other payments required by this Agreement in a timely manner;
- b. At its own cost and risk, use the Property primarily as a practice and game location and related events for youth baseball and/or softball programs;
- c. Provide portable toilet facilities, at Lessee's sole expense, when the Property is being used, if the Property does not have a park restroom;

**d.** Not use or occupy said Property for any unlawful purpose, and conform to and obey all present and future laws, ordinances; and all rules, regulations, permit requirements of all governmental authorities or agencies, related to the use and occupation of the Property and/or operation of business on the Property;

**e.** Not make any signage, alterations, changes, remodeling or capital improvements to the Property, without the prior approval required by the City. The costs of any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, required permits or labor considerations and will become the property of the City upon termination of this or any subsequent lease;

**f.** Not use the Property in a way that will discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin, or any other classification under the law;

**g.** Not commit or suffer to be committed any waste or any nuisance on the Property; and

**h.** Not use or occupy the Property, or permit the same to be used or occupied, for any purpose deemed hazardous on account of fire or otherwise.

**8. MUTUAL COVENANTS:** It is mutually agreed by and between the City and Lessee that:

**a.** If Lessee pays the Rent as herein provided, and keeps, observes and performs all of the other covenants of this Agreement, the Lessee may, peaceably and quietly, have, hold, and enjoy the Property for the term stated herein;

**b.** The City is not, and never shall be, liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract, or other obligation of Lessee. The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture;

**c.** The City's Property shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the Property by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby; and

**d.** Any addendum, modification or amendment to this Agreement shall be negotiated and mutually agreed upon, in writing, between the City and Lessee.

## **9. MAINTENANCE AND IRRIGATION**

**a. Lessee Maintenance.** Except as provided below, Lessee shall, throughout the

term of this Lease Agreement, including any extension term, and at its own cost and without any expense to the City, keep and maintain the Property in a good state of repair and acceptable, functional, sanitary and orderly condition, including, but not limited to, mowing and weed control, irrigation, routine repairs and maintenance on the Property, and all appurtenances thereto; timely removal of rubbish and trash; maintain the interior of, and appurtenances on the Property including any bleachers, concession area, restrooms; and maintain the exterior of the Property, and all appurtenances, and parking areas of the Property in a clean and safe condition.

To add, Lessee shall inspect premises on a regular basis to determine any hazardous conditions, which may exist, and take immediate action to correct such conditions if they exist.

**b. Maintenance by City.** Notwithstanding the above, in the spring, at a time determined appropriate in the City's sole discretion, the City will turn water services on up to the backflow, concessions and restrooms; and in the fall, at a time determined appropriate in the City's sole discretion, the City will turn off the water and winterize the backflow, concessions, and restrooms on the Property. If Lessee uses the Property before the City turns water services on or after the City winterizes the backflow, concessions, and restrooms, Lessee shall provide portable toilet facilities at Lessee's sole expense.

Except as stated above, the City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Property or any improvements thereon; said maintenance, repairs, replacements, etc. being the sole responsibility of the Lessee. In addition, the City shall not be responsible for repairs or maintenance resulting from the negligence of Lessee or participants, which shall be the sole responsibility of Lessee.

Should Lessee at any time fail, neglect, or refuse to fulfill this obligation to repair and maintain after receiving written notice and ten (10) days to correct such default, the City may, but need not, enter the Property and make such repairs or alterations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the Rent, and should said costs not be so paid, the City may consider this Lease Agreement to be in default.

**10. RIGHT OF ENTRY.** The City, through its agents or employees, shall have the right, but no obligation, to enter the Property at all reasonable hours to examine the condition of the same. There shall be no reimbursement of Rent, nor liability for any loss of occupation or quiet enjoyment occasioned by the City's entry.

**11. INSURANCE REQUIREMENTS.** Lessee shall, at all times during the term of this Agreement and any extensions, at Lessee's sole expense, procure and maintain comprehensive general liability insurance covering the use, occupation or condition of Property in the amount of at least One Million Dollars (\$1,000,000.00) for injury to or death of any one person per occurrence, and in the amount of Two Million Dollars (\$2,000,000.00) aggregate for injury to or death of any number of persons in one occurrence. The policy must be issued by a

company licensed to do business in the State of Montana and having at least an “A” rating in the current A.M. Best’s Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City. Lessee shall annually furnish to the City the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee’s obligation under this paragraph. Providing the City of Great Falls proof of required insurance annually is a condition of this Agreement. Failure to provide insurance documentation will be a violation to this Agreement and will result in terminate of this Agreement.

**12. INDEMNIFICATION.** To the fullest extent permitted by law, Lessee agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses, fees and costs (including reasonable attorney fees) connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from Lessee’s use and occupancy of the Property, including use by its agents, assigns, renters, employees and others using the Property; except to the extent such damages, or claims thereof, may be due to or caused by the negligence or willful misconduct of the City, or its employees or agents and any obligation of the City shall be limited by the amounts set forth in Mont. Code Ann. §2-9-108. This indemnification shall survive the termination or expiration of this Agreement and any extensions thereof.

In addition, the City shall not be liable to Lessee or any third party for any damage or injury (including death) to persons or property resulting from any defect in the Property or the improvements thereon, whether such defects be the result of improper construction, lack of maintenance or repair, improper maintenance or repair or other cause whatsoever.

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

**14. SUBLETTING AND ASSIGNMENT.** Lessee shall not have the right to assign this Agreement or sublet the Property, or any part thereof, without the prior written permission of the City. Should the City grant such permission, any assignment or sublease shall be subject to all the provisions of this Agreement and Lessee shall continue to be bound by all the terms, conditions, and covenants provided herein. Permission given by the City to an assignment or sublease shall not be deemed to be permission given to any subsequent assignment or sublease or any release of further liability. Any assignment or sublease made without the prior written permission of the City shall be void, and shall, at the option of the City, terminate this Agreement.



**15. INVALIDITY.** The invalidity or ineffectiveness, for any reason, of any portion of this Agreement shall in no way affect the validity or enforceability of the remaining portion thereof and any invalid or unenforceable provisions shall be deemed severed from the remainder of this Agreement.

**16. WAIVER.** The waiver by the City of, or the failure of the City to take action with respect to, any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.

**17. EFFECT OF LESSEE'S HOLDING OVER.** Any holding over after the expiration of the term of this Agreement shall be construed to be a tenancy from month to month, at the same Rent as required pursuant to the terms of this Agreement, prorated for monthly payments, and shall otherwise be on the terms and conditions herein specified so far as applicable.

**18. BINDING EFFECT.** It is mutually understood and agreed that each and every provision of this Agreement shall bind and inure to the benefit of the successors and assigns of the respective parties hereto.

**19. PAYMENTS AND NOTICES.** Any payments or notices required to be given under this Agreement shall be in writing and may be served on either of the parties by electronic or personal delivery or by mailing the same by registered or certified mail to the City Manager at the Civic Center, Great Falls, Montana, or to the Lessee at the address included on page 1. Notice shall be deemed to have been made within three (3) calendar days after mailing.

**20. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no representations or warranties have been made by the City to the Lessee save those contained herein.

**21. APPLICABLE LAW, JURISDICTION, AND VENUE.** This Agreement, and any extensions thereof, shall be governed by, and constructed in accordance with, the laws of the State of Montana without giving effect to the conflicts-of-laws principles thereof. The parties hereby consent to jurisdiction and venue for any litigation or dispute arising from this Agreement in the Montana State District Court in the Eighth Judicial District in and for Cascade County.

**IN WITNESS WHEREOF,** by signing below, the City and Lessee agree to the terms outlined in this Lease, and have caused this Lease to be executed on the latest date set forth below.

*[The remainder of this page is intentionally left blank. Signature page to follow.]*

**CITY OF GREAT FALLS**

**GREAT FALLS AMERICANS LITTLE  
LEAGUE, INC.**

By: \_\_\_\_\_

Gregory T. Doyon, City Manager

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

Attest:

By: \_\_\_\_\_

Lisa Kunz, City Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

(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.



Agenda #: \_\_\_\_\_  
 Commission Meeting Date: May 6, 2025  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Westside Little League – Westside Little League Association

**From:** Park & Recreation Department

**Initiated By:** Jessica Compton, Park & Recreation Deputy Director

**Presented By:** Jessica Compton, Park & Recreation Deputy Director

**Action Requested:** Set Public Hearing for Westside Little League Association Lease of City owned property located in Westside Little League Park.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for May 20, 2025 to consider a lease agreement of City owned property located in Grande Vista Park described as Westside Little League Park with Westside Little League.”

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

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**Staff Recommendation:** Staff recommends the City Commission set a public hearing for May 20, 2025, to consider the lease of a portion of City Park located in Westside League Park with the Westside Little League Association.

**Summary:** The proposed lease with Westside Little League Association would be a five-year lease with an option to renew for an additional five years at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with sixty (60) days written notice. The leased parkland is located in Westside Park, Grande Vista Park, 1109 Ferguson Drive, Great Falls, MT. As part of the lease agreement the lessee will oversee the overall day-to-day operations of the property, including but not limited to mowing, weed control, irrigation, repairs and general up keep of the property.

**Background:** As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days’ notice of the time and place of such hearing to be published in a paper of general circulation in the City.

In 1987 the Park and Recreation Department did not have the staff or financial funding to start a little league program. The formation of the Westside Little League Association was established. Over the 38 years, Park and Recreation has had a great working relationship with the Westside Little League

Association. They have provided quality youth sports and a reputation that the community has come to respect and rely on every season.

The Park and Recreation Master Plan recommended that the City's responsibility should be to provide land for youth sport organizations. The Westside Little League Association has provided improvements to the City parkland including fencing, backstops, irrigation, turf, parking lots, buildings and restrooms. Loss of playing fields would be detrimental to the Riverside Little League Association programs.

The five-year lease includes an annual fee of \$350. The City would be responsible for water costs for irrigation, up to a maximum of one thousand five hundred dollars (\$1500) per year. The Westside Little League Association will be responsible for 40 % of total water costs for irrigation of Westside Park and less the \$1500 deduction.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. At the April 14, 2025 Park and Recreation Advisory Board meeting board members were given the opportunity to consider this renewal. The Park Advisory Board voted to recommend that the City Commission approve this lease agreement.

**Fiscal Impact:** The \$350.00 annual lease payment will go to the General Fund.

**Alternatives:** The alternative would be to not approve the lease and require the groups to find other options to conduct their activities.

**Attachments/Exhibits:** Westside Little League Lease Agreement

## LEASE AGREEMENT

This AGREEMENT is made effective the 1<sup>st</sup> day of January, 2025, by and between the **CITY OF GREAT FALLS**, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "**City**" and **WESTSIDE LITTLE LEAGUE**, a Montana non-profit corporation with a mailing address of P.O. Box 266, Great Falls, Montana 59403, hereinafter, the "**Lessee.**"

### W I T N E S S E T H:

**WHEREAS**, the City and Lessee entered into a Lease Agreement dated May 5, 2020, for use of a portion of City owned property described as Westside Little League Park (hereinafter refer to as the ("**Property**"), located in Grande Vista Park at 1109 Ferguson Drive. Great Falls, Montana (the "**2020 Lease**").

**WHEREAS**, the term of the 2020 Lease was for the term of May 5, 2020 and expiring December 31, 2024. The 2020 Lease stated the City, in its sole discretion, may grant and extension of the 2020 Lease with any conditions and covenants to be negotiated;

**WHEREAS**, due to the expiration of the 2020 Lease in December of 2024 and the grant of an extension not having a specific time, the City elected, with the consent of Lessee, to enter into an updated lease for the Property;

**WHEREAS**, this updated Lease Agreement complies with Title 3, Chapter 4 of the Official Code of the City of Great Falls (OCCGF). This Lease is excepted from the public bidding process pursuant to OCCGF § 3.4.050;

**WHEREAS**, the City desires to enter into a lease agreement with Lessee to lease the Property, for the purpose of hosting youth baseball and/or softball practices, games and related events;

**WHEREAS**, the City deems it to be in the public interest and serving a public purpose to lease the Property under the conditions as hereinafter set forth, and;

**NOW THEREFORE**, the parties do hereby covenant and agree as follows:

**1. RECITALS.** The City and Lessee agree that the above Recitals shall be incorporated as agreed upon terms within this Agreement.

**2. LEASE.** The City, for and in consideration of the Rent amount to be paid and the agreement to be performed by each party, does hereby lease, and let unto the Lessee the Property as described above in the Recitals.

**3. TERM.** The term of the lease will be for a period of five (5) years from January 1, 2025 to December 31, 2029. The term may be renewed for one (1) additional five (5) year term, beginning on January 1, 2030 and ending on December 31, 2034, unless a party gives the other

party written notice of non-renewal on or before October 1, 2029. If the parties agree upon revised or additional terms an extension addendum shall be executed by the parties.

Notwithstanding the above term, this Agreement is terminated if Lessee's use of the Property ceases to be for a public purpose. In such event, the use of the Property immediately reverts to the City of Great Falls. Further this Agreement may be terminated prior to the expiration as provided herein by either party giving written notice to the other of not less than sixty (60) days. Upon the expiration or termination of this Agreement and any extension thereof, Lessee shall leave the Property in as good condition as received, except for reasonable wear and tear.

**4. RENT.** In consideration therefore, the Lessee agrees to pay the City \$350.00 annually for the duration of the first five years of this Agreement. Rent for the second five years of this Agreement may be negotiated and agreed upon in an extension addendum provided for in Paragraph 3. Said Rent shall be paid upon execution of this Agreement, and shall be paid on or before January 2<sup>nd</sup> of each thereafter.

**5. ACCEPTANCE OF CONDITION.** Lessee acknowledges familiarity with the condition of said Property and states that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the City as to such condition. In no event shall the City be liable for any defect in such Property, except as otherwise provided herein, or for any limitation on its use. The taking of possession of the Property shall be conclusive evidence that Lessee accepts the same "as is" and that the Property was in good condition at the time possession took place. Lessee agrees to accept the Property in the condition in which it exists at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by City, and without recourse as to the nature, condition or unsuitability thereof, or as to the uses to which the Property may be put.

**6. UTILITIES.** Lessee shall be responsible for 40% of the total cost of water for irrigation of the entire Grande Vista Park property. The City will pay a maximum of \$1,500.00 of Lessee's 40% responsibility, and any additional costs for water usage over \$1,500.00 will be billed to Lessee; and will be due and payable upon receipt of billing. The maximum amount paid by the City may be negotiated (based on usage) and agreed upon in an extension addendum provided for this Agreement.

Lessee shall pay 100% of all the charges for other utilities and services used, rendered, or supplied upon or in connection with the Property.

**7. COVENANTS OF LESSEE.** The Lessee hereby covenants and agrees that the Lessee shall:

- a. Pay all Rent and other payments required by this Agreement in a timely manner;
- b. At its own cost and risk, use the Property primarily as a practice and game location and related events for youth baseball and/or softball programs;
- c. Provide portable toilet facilities, at Lessee's sole expense, when the Property is

being used, if the Property does not have a park restroom;

**d.** Not use or occupy said Property for any unlawful purpose, and conform to and obey all present and future laws, ordinances; and all rules, regulations, permit requirements of all governmental authorities or agencies, related to the use and occupation of the Property and/or operation of business on the Property;

**e.** Not make any signage, alterations, changes, remodeling or capital improvements to the Property, without the prior approval required by the City. The costs of any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, required permits or labor considerations and will become the property of the City upon termination of this or any subsequent lease;

**f.** Not use the Property in a way that will discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin, or any other classification under the law;

**g.** Not commit or suffer to be committed any waste or any nuisance on the Property; and

**h.** Not use or occupy the Property, or permit the same to be used or occupied, for any purpose deemed hazardous on account of fire or otherwise.

**8. MUTUAL COVENANTS:** It is mutually agreed by and between the City and Lessee that:

**a.** If Lessee pays the Rent as herein provided, and keeps, observes and performs all of the other covenants of this Agreement, the Lessee may, peaceably and quietly, have, hold, and enjoy the Property for the term stated herein;

**b.** The City is not, and never shall be, liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract, or other obligation of Lessee. The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture;

**c.** The City's Property shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the Property by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby; and

**d.** Any addendum, modification or amendment to this Agreement shall be negotiated and mutually agreed upon, in writing, between the City and Lessee.

## **9. MAINTENANCE AND IRRIGATION**

**a. Lessee Maintenance.** Except as provided below, Lessee shall, throughout the



term of this Lease Agreement, including any extension term, and at its own cost and without any expense to the City, keep and maintain the Property in a good state of repair and acceptable, functional, sanitary and orderly condition, including, but not limited to, mowing and weed control, irrigation, routine repairs and maintenance on the Property, and all appurtenances thereto; timely removal of rubbish and trash; maintain the interior of, and appurtenances on the Property including any bleachers, concession area, restrooms; and maintain the exterior of the Property, and all appurtenances, and parking areas of the Property in a clean and safe condition.

To add, Lessee shall maintain the Property in a functional condition, inspect premises on a regular basis to determine any hazardous conditions, which may exist, and take immediate action to correct such conditions if they exist.

**b. Maintenance by City.** Notwithstanding the above, in the spring, at a time determined appropriate in the City's sole discretion, the City will turn water services on up to the backflow, concessions and restrooms; and in the fall, at a time determined appropriate in the City's sole discretion, the City will turn off the water and winterize the backflow, concessions, and restrooms on the Property. If Lessee uses the Property before the City turns water services on or after the City winterizes the backflow, concessions, and restrooms, Lessee shall provide portable toilet facilities at Lessee's sole expense.

Except as stated above, the City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Property or any improvements thereon; said maintenance, repairs, replacements, etc. being the sole responsibility of the Lessee. In addition, the City shall not be responsible for repairs or maintenance resulting from the negligence of Lessee or participants, which shall be the sole responsibility of Lessee.

Should Lessee at any time fail, neglect, or refuse to fulfill this obligation to repair and maintain after receiving written notice and ten (10) days to correct such default, the City may, but need not, enter the Property and make such repairs or alterations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the Rent, and should said costs not be so paid, the City may consider this Lease Agreement to be in default.

**10. RIGHT OF ENTRY.** The City, through its agents or employees, shall have the right, but no obligation, to enter the Property at all reasonable hours to examine the condition of the same. There shall be no reimbursement of Rent, nor liability for any loss of occupation or quiet enjoyment occasioned by the City's entry.

**11. INSURANCE REQUIREMENTS.** Lessee shall, at all times during the term of this Agreement and any extensions, at Lessee's sole expense, procure and maintain comprehensive general liability insurance covering the use, occupation or condition of Property in the amount of at least One Million Dollars (\$1,000,000.00) for injury to or death of any one person per occurrence, and in the amount of Two Million Dollars (\$2,000,000.00) aggregate for injury to or death of any number of persons in one occurrence. The policy must be issued by a

company licensed to do business in the State of Montana and having at least an “A” rating in the current A.M. Best’s Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City. Lessee shall annually furnish to the City the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee’s obligation under this paragraph. Providing the City of Great Falls proof of required insurance annually is a condition of this Agreement. Failure to provide insurance documentation will be a violation to this Agreement and will result in terminate of this Agreement.

**12. INDEMNIFICATION.** To the fullest extent permitted by law, Lessee agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses, fees and costs (including reasonable attorney fees) connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from Lessee’s use and occupancy of the Property, including use by its agents, assigns, renters, employees and others using the Property; except to the extent such damages, or claims thereof, may be due to or caused by the negligence or willful misconduct of the City, or its employees or agents and any obligation of the City shall be limited by the amounts set forth in Mont. Code Ann. §2-9-108. This indemnification shall survive the termination or expiration of this Agreement and any extensions thereof.

In addition, the City shall not be liable to Lessee or any third party for any damage or injury (including death) to persons or property resulting from any defect in the Property or the improvements thereon, whether such defects be the result of improper construction, lack of maintenance or repair, improper maintenance or repair or other cause whatsoever.

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

**14. SUBLETTING AND ASSIGNMENT.** Lessee shall not have the right to assign this Agreement or sublet the Property, or any part thereof, without the prior written permission of the City. Should the City grant such permission, any assignment or sublease shall be subject to all the provisions of this Agreement and Lessee shall continue to be bound by all the terms, conditions, and covenants provided herein. Permission given by the City to an assignment or sublease shall not be deemed to be permission given to any subsequent assignment or sublease or any release of further liability. Any assignment or sublease made without the prior written permission of the City shall be void, and shall, at the option of the City, terminate this Agreement.

**15. INVALIDITY.** The invalidity or ineffectiveness, for any reason, of any portion of this Agreement shall in no way affect the validity or enforceability of the remaining portion thereof and any invalid or unenforceable provisions shall be deemed severed from the remainder of this Agreement.

**16. WAIVER.** The waiver by the City of, or the failure of the City to take action with respect to, any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.

**17. EFFECT OF LESSEE'S HOLDING OVER.** Any holding over after the expiration of the term of this Agreement shall be construed to be a tenancy from month to month, at the same Rent as required pursuant to the terms of this Agreement, prorated for monthly payments, and shall otherwise be on the terms and conditions herein specified so far as applicable.

**18. BINDING EFFECT.** It is mutually understood and agreed that each and every provision of this Agreement shall bind and inure to the benefit of the successors and assigns of the respective parties hereto.

**19. PAYMENTS AND NOTICES.** Any payments or notices required to be given under this Agreement shall be in writing and may be served on either of the parties by electronic or personal delivery or by mailing the same by registered or certified mail to the City Manager at the Civic Center, Great Falls, Montana, or to the Lessee at the address included on page 1. Notice shall be deemed to have been made within three (3) calendar days after mailing.

**20. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no representations or warranties have been made by the City to the Lessee save those contained herein.

**21. APPLICABLE LAW, JURISDICTION, AND VENUE.** This Agreement, and any extensions thereof, shall be governed by, and constructed in accordance with, the laws of the State of Montana without giving effect to the conflicts-of-laws principles thereof. The parties hereby consent to jurisdiction and venue for any litigation or dispute arising from this Agreement in the Montana State District Court in the Eighth Judicial District in and for Cascade County.

**IN WITNESS WHEREOF,** by signing below, the City and Lessee agree to the terms outlined in this Lease, and have caused this Lease to be executed on the latest date set forth below.

*[The remainder of this page is intentionally left blank. Signature page to follow.]*

**CITY OF GREAT FALLS**

**WESTSIDE LITTLE LEAGUE**

By: \_\_\_\_\_

Gregory T. Doyon, City Manager

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

Attest:

By: \_\_\_\_\_

Lisa Kunz, City Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

(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.



Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

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

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

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

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

**Action Requested:** Set Public Hearing

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for June 3, 2025, on Resolution 10574 to establish residential and commercial water, sewer, and storm drain utility service rates effective July 1, 2025.”

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

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

**Background:** Adjustments in utility rates are necessary to meet MTDEQ/EPA permit requirements, provide adequate revenue to support operations, finance the capital improvements program, meet debt service coverage requirements, and maintain appropriate reserves. The rate projections to meet future revenue requirements and gradually address cost of service for the various user classes have changed the way in which the proposed rates are being presented.

Typically, staff would recommend a rate increase of about 10% for water, a 10% increase for sewer, and a 10% increase for storm drain (Option 1). Factoring in capital improvement investments for new public infrastructure to facilitate growth in the City’s tax base, staff is offering by Commission request to

explore alternative rate structures to expand public utilities systems. The proposal offered (but can be amended down) consists of rate increases of 21.17% for water, 26.26% for sewer, and 57.6% for storm drain (Option 2). Option #2 creates a Capital Improvement Fund for new public infrastructure to support community wide growth and development.

### **Option 1 (Original Proposed Rate Increase of 10%):**

#### **Residential Rate Impact Summary per Month**

<b>Residential 10%</b>	<b>Average Water Charge Increase</b>	<b>Current Average to New Average</b>
Water	\$2.32	\$23.20 - \$25.52
Sewer	\$2.89	\$28.91 - \$31.80
Storm Drain	\$.83	\$8.34 - \$9.17

#### **Commercial Rate Impact Summary per Month**

<b>Commercial 10%</b>	<b>Average Water Charge Increase</b>	<b>Current Average to New Average</b>
Water	\$7.26	\$72.69 - \$79.95
Sewer	\$9.22	\$92.22 - \$101.44
Storm Drain	\$1.19	\$11.96 - \$13.15

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

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

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

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

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

### **Option 2 (Rate Increase with Capital Improvement Investments):**

After the City Commission Work Session on April 1, 2025, Staff pulled the Agenda Report for the original proposed rate increase of 10% for Water, Sewer, and Storm Drain to review other options for additional investments in Capital Improvements. It is estimated that Option 2 would generate an additional \$6,000,000 in yearly revenue for additional Capital Improvements that could be used to mitigate upfront costs for expansion of public utility infrastructure that could potentially facilitate increased private development in the City. It is estimated that it would take one year for all of the \$6,000,000 to be available.

### **Residential Rate Impact Summary per Month**

<b>Residential 27%</b>	<b>Average Water Charge Increase</b>	<b>Current Average to New Average</b>
Water	\$4.89	\$23.20 - \$28.09
Sewer	\$7.61	\$28.91 - \$36.52
Storm Drain	\$5.11	\$8.34 - \$13.45

### **Commercial Rate Impact Summary per Month**

<b>Commercial 27%</b>	<b>Average Water Charge Increase</b>	<b>Current Average to New Average</b>
Water	\$15.41	\$72.69 - \$88.10
Sewer	\$24.51	\$92.22 - \$116.73
Storm Drain	\$6.90	\$11.96 - \$18.86

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

Comparisons of current versus proposed charges, rate and fee structures are attached. With the proposed rates effective July 1, 2025, including a normal rate increase, the average monthly Residential utility bill would increase \$6.04 or 10%, and the average monthly Commercial utility bill would increase \$17.67 or 10%. Increasing rates to factor in capital improvement investments, the average monthly Residential utility bill would increase \$17.61 or 27%, and the average Commercial utility bill would increase \$46.82 or 27%.

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



**Attachments/Exhibits:**

1. Resolution 10574
2. Resolution 10574, Appendix A - Current Rates vs. Proposed Rates
3. Public Notice
4. 2025 Utility Rate Review Calendar
5. 2024-2025 City Comparisons

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

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

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

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

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

**WHEREAS**, notice having been provided as required by law, the City Commission of the City of Great Falls conducted a public hearing on Tuesday, June 3, 2025, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., and did consider the cost of operation, equipment, facilities, debt service, and capital improvements for the Water, Sewer, and Storm Drain Utility systems.

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 3<sup>rd</sup> day of June, 2025.

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Corey Reeves, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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David Dennis, City Attorney

**CITY OF GREAT FALLS, MONTANA**  
**Resolution 10574, Appendix A**  
**Current Rates vs. Proposed Rates With Capital Improvement Investments**  
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**Residential Water**

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

Meter Size		3/4"	1"	1.5"	2"	3"	4"	6"	8"	10"	12"
2024	Regular Residential	9.85	11.68	18.48	25.34	79.75	109.35	187.60	274.18	387.68	572.10
2025 10%	Regular Residential	10.84	12.85	20.33	27.87	87.73	120.29	206.36	301.60	426.45	629.31
2025 21.17%	Regular Residential	11.94	14.15	22.39	30.70	96.63	132.50	227.31	332.22	469.76	693.21

2024	Low Income Residential	8.87	10.50	16.62	22.78	71.75	98.44	168.85	246.75	348.94	514.89
2025 10%	Low Income Residential	9.76	11.55	18.28	25.06	78.93	108.28	185.74	271.43	383.83	566.38
2025 21.17%	Low Income Residential	10.74	12.72	20.14	27.61	86.94	119.28	204.60	298.99	422.81	623.90

Consumption Rate Per 100 cf	1st 600 cf	Over 600 cf
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2024	Regular Residential	2.23	3.73
2025 10%	Regular Residential	2.45	4.10
2025 21.17%	Regular Residential	2.70	4.52

2024	Low Income Residential	2.01	3.36
2025 10%	Low Income Residential	2.21	3.70
2025 21.17%	Low Income Residential	2.44	4.08

**Residential Fire Hydrant**

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

Meter Size		3/4"	1"	1.5"	2"	3"	4"	6"
2024	Monthly	3.42	4.72	10.83	16.81	47.45	70.87	147.40
2025 10%	Monthly	3.76	5.19	11.91	18.49	52.20	77.96	162.14
2025 21.17%	Monthly	4.14	5.72	13.12	20.37	57.50	85.87	178.60

**Residential Sewer**

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

Service Charge
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2024	Regular Residential	10.91
2025 10%	Regular Residential	12.00
2025 26.26%	Regular Residential	13.78

2024	Low Income Residential	9.80
2025 10%	Low Income Residential	10.78
2025 26.26%	Low Income Residential	12.37

Consumption Rate Per 100 cf	1st 600 cf	Over 600 cf
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2024	Regular Residential	3.00	3.00
2025 10%	Regular Residential	3.30	3.30
2025 26.26%	Regular Residential	3.79	3.79

2024	Low Income Residential	2.70	2.70
2025 10%	Low Income Residential	2.97	2.97
2025 26.26%	Low Income Residential	3.41	3.41

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

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**Commercial Water**

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

Meter Size		3/4"	1"	1.5"	2"	3"	4"	6"	8"	10"	12"
2024	Regular Commercial	9.85	11.68	18.48	25.34	79.75	109.35	187.60	274.18	387.68	572.10
2025 10%	Regular Commercial	10.84	12.85	20.33	27.87	87.73	120.29	206.36	301.60	426.45	629.31
2025 21.17%	Regular Commercial	11.94	14.15	22.39	30.70	96.63	132.50	227.31	332.22	469.76	693.21

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

2024	Regular Commercial	2.54	2.54
2025 10%	Regular Commercial	2.80	2.80
2025 21.17%	Regular Commercial	3.08	3.08

2024	Black Eagle	2.58	2.58	2 - 8" meters @ 274.18	
2025 10%	Black Eagle	2.84	2.84	2 - 8" meters @ 301.60	
2025 21.17%	Black Eagle	3.13	3.13	2 - 8" meters @ 332.22	

2024	Malmstrom AFB	2.93	2.93	1 - 8" plus 1 - 10" meter 274.18 plus 387.68	
2025 10%	Malmstrom AFB	3.22	3.22	1 - 8" plus 1 - 10" meter 301.60 plus 426.45	
2025 21.17%	Malmstrom AFB	3.56	3.56	1 - 8" plus 1 - 10" meter 332.22 plus 469.76	

2024	Raw Water	0.44	0.44
2025 10%	Raw Water	0.48	0.48
2025 21.17%	Raw Water	0.54	0.54

**Commercial Fire Hydrant**

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

Meter Size		3/4"	1"	1.5"	2"	3"	4"	6"
2024	Monthly	3.42	4.72	10.83	16.81	47.45	70.87	147.40
2025 10%	Monthly	3.76	5.19	11.91	18.49	52.20	77.96	162.14
2025 21.17%	Monthly	4.14	5.72	13.12	20.37	57.50	85.87	178.60

**Commercial Fire Line**

Meter Size		3/4"	1"	1.5"	2"	3"	4"	6"	8"	10"	12"	16"
2024	Monthly	na	na	na	2.28	5.54	9.63	27.98	59.58	na	172.90	368.45
2025 10%	Monthly	na	na	na	2.50	6.09	10.59	30.78	65.54	na	190.19	405.30
2025 21.17%	Monthly	na	na	na	2.76	6.71	11.66	33.91	72.19	na	209.50	446.45

**Commercial Sewer**

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

		Service Charge	Service Charge
2024	Regular Commercial, Black Eagle, Malmstrom AFB	10.91	9.91
2025 10%	Regular Commercial, Black Eagle, Malmstrom AFB	12.00	10.90
2025 26.26%	Regular Commercial, Black Eagle, Malmstrom AFB	13.78	12.51

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

2024	Regular Commercial	3.39	3.39
2025 10%	Regular Commercial	3.73	3.73
2025 26.26%	Regular Commercial	4.28	4.28

2024	Black Eagle	3.52	3.52
2025 10%	Black Eagle	3.87	3.87
2025 26.26%	Black Eagle	4.44	4.44

2024	Malmstrom AFB	3.01	3.01
2025 10%	Malmstrom AFB	3.31	3.31
2025 26.26%	Malmstrom AFB	3.80	3.80

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

2024	MaltEurop	2.36	2.36
2025 10%	MaltEurop	2.60	2.60
2025 26.26%	MaltEurop	2.98	2.98

**CITY OF GREAT FALLS, MONTANA**  
**Resolution 10574, Appendix A**  
**Current Rates vs. Proposed Rates With Capital Improvement Investments**  
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**PRE-TREATMENT SEWER CHARGES**

		Quantity Charges CCF / Mo.		Service Charge Not Meter Based
2024	Regular Charges	1.72	1.72	10.91
2025 10%	Regular Charges	1.89	1.89	12.00
2025 26.26%	Regular Commercial	2.169	2.169	13.780
2024	BOD > 0 mg/L	per pound		0.410
2025 10%	BOD > 0 mg/L	per pound		0.451
2025 26.26%	Regular Commercial	per pound		0.518
2024	TSS > 0 mg/L	per pound		0.605
2025 10%	TSS > 0 mg/L	per pound		0.666
2025 26.26%	Regular Commercial	per pound		0.764

**SEWER EXTRA STRENGTH CHARGES**

**BOD > 200 mg/L**

2024	Regular Commercial	per pound	0.410
2025 10%	Regular Commercial	per pound	0.451
2025 26.26%	Regular Commercial inc Malmstrom AFB, Black Eagle, & MaltEurop	per pound	0.518

**TSS > 250 mg/L**

2024	Regular Commercial	per pound	0.605
2025 10%	Regular Commercial	per pound	0.666
2025 26.26%	Regular Commercial inc Malmstrom AFB, Black Eagle, & MaltEurop	per pound	0.764

**WASTEWATER TREATMENT PLANT (WWTP)**

**Industrial Discharge Permit Application Fees**

(Based upon Wastewater Discharge Quantity)

Gallons per Day (GPD)

	0 to 10,000	10,001 to 25,000	25,001 to 100,000	Over 100,000	+PLUS	per 100,000 GPD, or portion thereof
2024	\$165	\$266	\$340	\$340	\$100	
2025 10%	\$181	\$293	\$374	\$374	\$110	
2025 26.26%	\$208	\$336	\$429	\$429	\$127	

**Hauled Waste Disposal Fees**

0 to 100 Gallons

2024	No Charge	Disposal of wastes from holding tanks of privately owned recreational vehicles must be discharged directly from the recreational vehicle and must not exceed 100 gallons.
2025	No Charge	Disposal of wastes from holding tanks of privately owned recreational vehicles must be discharged directly from the recreational vehicle and must not exceed 100 gallons.
2024	\$54.15	Per 1,000 gallons, or portion thereof, for hauled waste. A minimum charge for 1000 gallons will be levied for each load delivered.
2025 10%	\$59.56	Per 1,000 gallons, or portion thereof, for hauled waste. A minimum charge for 1000 gallons will be levied for each load delivered.
2025 26.26%	\$68.37	Per 1,000 gallons, or portion thereof, for hauled waste. A minimum charge for 1000 gallons will be levied for each load delivered.

**Additional Fees**

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

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

Delinquent Penalty 1.5% after 30 days.

**CITY OF GREAT FALLS, MONTANA**  
**Resolution 10574, Appendix A**  
**Current Rates vs. Proposed Rates With Capital Improvement Investments**  
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## CONNECTION FEES

### WATER

	Water Service Line Size (inches)							
	3/4"	1"	1.5"	2"	4"	6"	8"	12"
2024	\$689	\$765	\$930	\$1,007	\$1,943	\$3,011	\$5,034	\$10,091
2025 10%	\$758	\$842	\$1,023	\$1,107	\$2,137	\$3,312	\$5,537	\$11,100
2025 21.17%	\$835	\$927	\$1,127	\$1,220	\$2,354	\$3,649	\$6,100	\$12,227

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

### SEWER

Single Family Residential	
2024	\$333
2025 10%	\$366
2025 26.26%	\$421

Commercial & Multi Family Units

	Water Service Line Size (inches)							
	3/4"	1"	1.5"	2"	4"	6"	8"	12"
2024	\$333	\$622	\$1,221	\$2,561	\$8,795	\$12,710	\$19,497	\$37,511
2025 10%	\$366	\$684	\$1,343	\$2,817	\$9,675	\$13,981	\$21,447	\$41,262
2025 26.26%	\$421	\$785	\$1,541	\$3,233	\$11,105	\$16,048	\$24,617	\$47,362

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

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

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

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

## TAPPING FEES (Water)

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

		Water Service Line Size (inches)							
		3/4"	1"	1.5"	2"	4"	6"	8"	12"
Fee per Tap:	2024	\$788	\$891	\$1,449	\$2,001	\$696	\$726	\$756	\$814
1 to 5 taps	2025 10%	\$867	\$980	\$1,594	\$2,201	\$766	\$799	\$832	\$896
	2025 21.17%	\$955	\$1,080	\$1,756	\$2,425	\$843	\$880	\$916	\$987
Fee per Tap:	2024	\$690	\$805	\$1,449	\$2,001				
6 or more taps	2025 10%	\$759	\$886	\$1,594	\$2,201				
	2025 21.17%	\$836	\$975	\$1,756	\$2,425				

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

## WATER TREATMENT PLANT (WTP)

### Laboratory Fees

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

## TURN ON/OFF

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

2024 - Shut off fees for disconnection will be charged if the account is not paid in full by 5 pm on the day prior to shut off, regardless of whether or not the services are disconnected.  
2025 - Shut off fees for disconnection will be charged if the account is not paid in full by 4 pm on the day prior to shut off, regardless of whether or not the services are disconnected.



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

**Storm Drain**

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

		<b>Service Charge</b>		
2024		2.5667351898		
2025 10%		2.8234087088		
2025 57.6%		4.0451746591		
<b>A</b>	<b>Single Family Residential</b>		<b>Sq Ft Cap</b>	<b>15,000</b>
2024	Per Sq Ft	0.0007700206		
2025 10%	Per Sq Ft	0.0008470226		
2025 57.6%	Per Sq Ft	0.0012135524		
<b>B</b>	<b>Multiple Residential</b>		<b>Sq Ft Cap</b>	<b>0</b>
2024	Per Sq Ft	0.0009625257		
2025 10%	Per Sq Ft	0.0010587783		
2025 57.6%	Per Sq Ft	0.0015169405		
<b>C</b>	<b>Commercial</b>		<b>Sq Ft Cap</b>	<b>0</b>
2024	Per Sq Ft	0.0012512835		
2025 10%	Per Sq Ft	0.0013764119		
2025 57.6%	Per Sq Ft	0.0019720228		
<b>D</b>	<b>Heavy Commercial</b>		<b>Sq Ft Cap</b>	<b>0</b>
2024	Per Sq Ft	0.0017325463		
2025 10%	Per Sq Ft	0.0019058009		
2025 57.6%	Per Sq Ft	0.0027304929		
<b>E</b>	<b>Unimproved Areas</b>		<b>Sq Ft Cap</b>	<b>10,000</b>
2024	Per Sq Ft	0.0001925051		
2025 10%	Per Sq Ft	0.0002117557		
2025 57.6%	Per Sq Ft	0.0003033881		

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

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

Staff is proposing a normal rate increase of 10%, as well as an increase with capital improvement investments of 21.17% for water, 26.26% for sewer, and 57.6% for storm drain. The options for each are listed below:

**Typical Residential Customers**

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

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

With a normal rate increase, the average monthly Residential utility bill would increase \$6.04 or 10%.

Or,

- A water bill would increase \$4.89 or 21.17%, from \$23.20 to \$28.09 per month;
- A sewer bill would increase \$7.61 or 26.26%, from \$28.91 to \$36.52 per month; and
- A storm drain bill would increase \$5.11 or 57.6%, from \$8.34 to \$13.45 per month.

With capital improvement investments, the average monthly Residential utility bill would increase \$17.61 or 27%.

**Typical Commercial Customers**

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

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

With a normal rate increase, the average monthly Commercial utility bill would increase \$17.67 or 10%.

Or,

- A water bill would increase \$15.41 or 21.17%, from \$72.69 to \$88.10 per month;
- A sewer bill would increase \$24.51 or 26.26%, from \$92.22 to \$116.73 per month;  
and
- A storm drain bill would increase \$6.90 or 57.6%, from \$11.96 to \$18.86 per month.

With capital improvement investments, the average monthly Commercial utility bill would increase \$46.82 or 27%.

### **Public Hearing**

The public hearing will be held on Tuesday, June 3, 2025, at 7:00 p.m. in the Civic Center Commission Chambers, 2 Park Drive S. Documents pertaining to this agenda item are posted on the City's website at <https://greatfallsmt.net> under "Meetings," and are on file for public inspection during regular office hours at the City Clerk's Office, 2 Park Drive South, Room 204, or contact us at (406) 455-8451. Comments can be mailed to City of Great Falls, City Clerk, PO Box 5021, Great Falls, MT 59403-5021.

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

## 2025 UTILITY RATE REVIEW CALENDAR

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

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

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

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

DATE	TASK	RESPONSIBILITY
3/3/2025	STAFF DISCUSSION RE: SANITATION RATE REVIEW	Finance / Public Works
3/10/2025	STAFF DISCUSSION RE: UTILITY RATE REVIEW FOR WATER, SEWER, AND STORM DRAIN	Finance / Public Works
3/13/2025	STAFF PRESENTATION TO CITY MANAGER City Manager's Office	City Manager Finance / Public Works
4/1/2025	PRESENTATION OF RATE ANALYSIS FOR WATER, City Commission Work Session	Finance / Public Works Commission
4/1/2025	SET PUBLIC HEARING FOR SANITATION City Commission Meeting	Finance / Public Works Commission
4/20/2025	1st PUBLICATION OF NOTICE IN GF TRIBUNE (Sanitation)	Great Falls Tribune
4/27/2025	2nd PUBLICATION OF NOTICE IN GF TRIBUNE (Sanitation)	Great Falls Tribune
5/6/2025	PUBLIC HEARING/FINAL ACTION FOR SANITATION City Commission Meeting	Finance / Public Works Commission
5/6/2025	SET PUBLIC HEARING FOR WATER, SEWER, AND STORM DRAIN City Commission Meeting	Finance / Public Works Commission
5/7/2025	WEEK 1 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
5/11/2025	1st PUBLICATION OF NOTICES IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
5/14/2025	WEEK 2 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
5/18/2025	2nd PUBLICATION OF NOTICES IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
5/21/2025	WEEK 3 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
5/25/2025	3rd PUBLICATION OF NOTICE IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
5/28/2025	WEEK 4 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
6/1/2025	EFFECTIVE DATE FOR RATE INCREASE FOR SANITATION	Finance
6/3/2025	PUBLIC HEARING/FINAL ACTION FOR WATER, SEWER, AND STORM DRAIN City Commission Meeting	Finance / Public Works Commission
7/1/2025	EFFECTIVE DATE FOR RATE INCREASE FOR WATER, SEWER, AND STORM DRAIN	Finance

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

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

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

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

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

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

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

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

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

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





Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10572 – A Resolution by the City Commission to establish fees pertaining to Building and Construction to include reduced Plan Review Fees on identical structures for Commercial and Residential Plan Reviews at 25% of the Building Permit Fee.

**From:** Planning and Community Development

**Initiated By:** Planning and Community Development

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

**Action Requested:** Adopt Resolution 10572

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**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10572.”

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

**Staff Recommendation:** Staff recommends that the City Commission adopt Resolution 10572.

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

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

to 10% and from 50% to 10% on Residential. For example, if there are five identical apartment buildings, a full plan review is conducted on one of the buildings to ensure code compliance. A full Building Permit fee and Plan Review fee (65%) are assessed for that one building. For the following four buildings, there is a full Building Permit fee and a reduced Plan Review fee (10%). There was no quantification for a reduction to 10% as calculated from the Building Permit fee; however, other than full review fees for code compliance on identical buildings, the fees seemed excessive. The current unwritten policy is convoluted, as each identical project is calculated on a ‘case-by-case’ basis.

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

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

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

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

**Alternatives:** The Commission could choose not to conduct the public hearing during tonight’s meeting although a public hearing is required to adjust fees. They could choose to make amendments or deny Resolution 10572.

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

**Attachments/Exhibits:**

Resolution 10572

Exhibit A – Fee Schedule

Exhibit B - Identical Plan Set Policy Example

## RESOLUTION NO. 10572

### A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, ESTABLISHING FEES IN ACCORDANCE WITH TITLE 15 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO BUILDING AND CONSTRUCTION

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

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

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

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

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

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

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

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

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

a. the structures depicted by the plan are on the same property or in the same subdivision and under the control of the same contractor or developer as the original structure;

b. the plans are submitted no more than 180 days following their last approval;

c. the plans incorporate all code corrections or modifications indicated on the original plan set or the latest approved generation of the plans;

d. all plans are eligible for review under the same edition of the building code as the original plan set;

e. all fees will be paid within the 180 days of permit approval as set by the International Code Council (ICC);

f. the plans were submitted in accordance with applicable Planning and Community Development Building Division policy.

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

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

4. Resolution No. 10522 is hereby repealed.

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

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Cory Reeves, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

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David G. Dennis, City Attorney

## Exhibit “A” to Resolution 10572

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

# Exhibit “A” to Resolution 10572

## MECHANICAL PERMIT FEES

EFFECTIVE 10/05/23

### Permit Issuance

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

### Unit Fee Schedule

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

#### 1. Furnaces

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

#### 2. Gas Piping Systems

- For each outlet ..... \$7.56

#### 3. Mobile/Manufactured Home hookup ..... \$20.56

#### 4. Appliance Vents

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

#### 5. Repairs of Additions

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

#### 6. Boilers, Compressors and Absorption Systems

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

#### 7. Air Handlers

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

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

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

#### 8. Evaporative Coolers

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

#### 9. Ventilation and Exhaust

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

#### 10. Incinerators

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

#### 11. Miscellaneous

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

## Exhibit “A” to Resolution 10572

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

### Other Inspection and Fees:

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

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



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

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

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

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

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

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

**Permit Issuance**

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

**Unit Fee Schedule**

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

**1. Fixtures and Vents**

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

**2. Water Service**

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

**3. Water Piping and Water Heaters**

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

**4. Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices**

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

**5. Swimming Pools**

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

**6. Miscellaneous**

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

**Other Inspections and Fees:**

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

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

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

Table No.3-B

**Permit Issuance**

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

**Unit Fee Schedule**

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

**New Residential Buildings**

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

1. **\*Residential**: New construction and extensive remodeling based on square foot area. Included shall be all finished and unfinished rooms, including basements and residential garages. Multifamily dwellings or apartments, up to and including four units within a single structure, come under this section and each unit shall be counted as an individual residence.
  - a. 0 – 750 sq. ft. .... **\$55.95**
  - b. 751 – 4,000 sq. ft. .... **\$55.95 plus \$.10 sq. ft. over 750 sq. ft.**
  - c. Over 4,000 sq. ft. .... **\$295.02 plus \$.09 per sq. ft. over 4000 sq. ft.**
2. **\*Mobile or Manufactured Homes**: Each connection or reconnection..... **\$30.10**
3. **Water Pumps**: any type
  - a. Up to 25 horse power. .... **\$32.75**
  - b. Over 25 horse power. .... **\$31.82 plus \$.11 per horse power over 25**
4. **Private Swimming Pools & Hot Tubs**: For new private, residential, in-ground, swimming pools & hot tubs for single-family, multi-family occupancies including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool or hot tub, each ..... **\$30.10**
5. **Carnivals, Fairs, Outdoor Concerts and Similar Amusement Establishments and Other Public Assemblies of a Temporary Nature**: Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable type rides, booths, displays and attractions.  
  
 The electrical inspection fee for each temporary installation shall be **\$71.75** for the entirety of the temporary installation, provided that such inspection can be completed within one hour. If additional inspection time is required, it will be charged at the rate of **\$35.55** for each additional 30 minutes or fractional parts thereof.
6. **All Other**: fees listed in this section shall apply to any and all electrical installations not specifically mentioned elsewhere in this rule. The wiring cost shall be the cost to the owner of all labor charges and all wiring materials and equipment installed as part of the wiring system. For uniformity of fee, when labor is performed by the owner, such labor cost shall be based at actual cost. The value of factory installed wiring, switches, and controls on equipment shall be included in wiring costs. Value of motors and appliances need not be included. Multifamily dwellings or apartments with five or more dwellings come under this schedule.

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

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

## Exhibit “A” to Resolution 10572

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Exhibit “A” to Resolution 10572

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

#### Other Inspections and Fees:

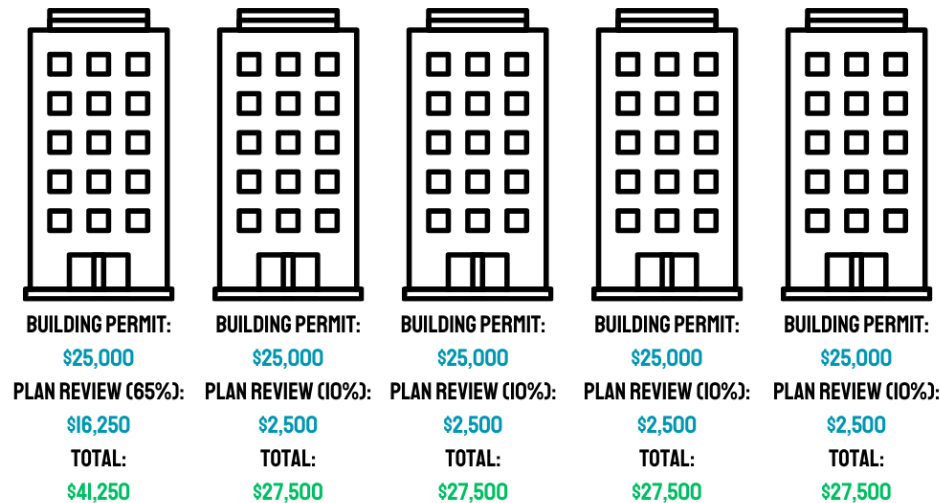
12. Inspections outside of normal business hours  
Minimum charge – two hours ..... **ACTUAL COST TO THE JURISDICTION**
13. \*\*Re-inspections: A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections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

\* Includes a maximum of three (3) inspections.

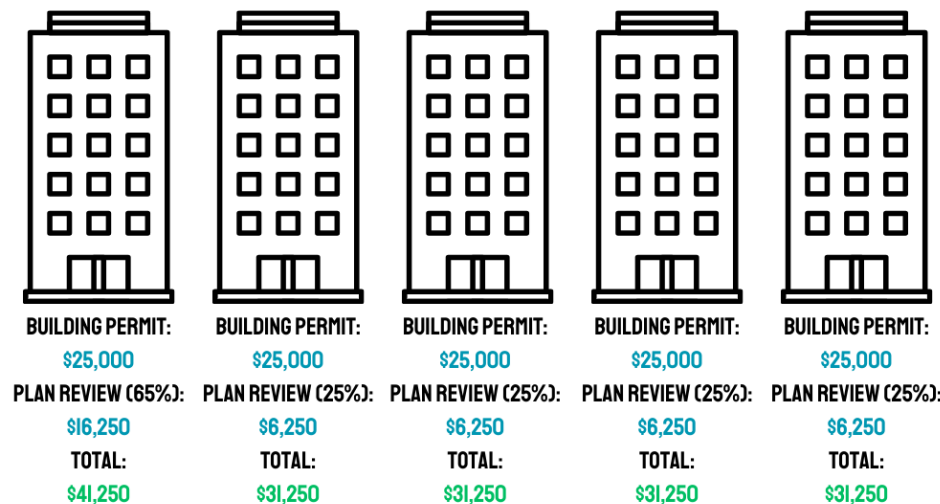
\*\* This provision is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.

## COMMERCIAL (MULTIFAMILY)

### CURRENT UNWRITTEN POLICY

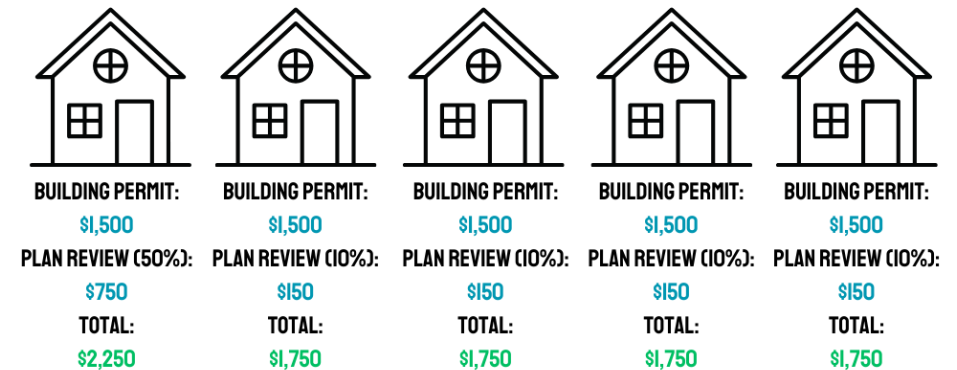


### PROPOSED FORMAL POLICY

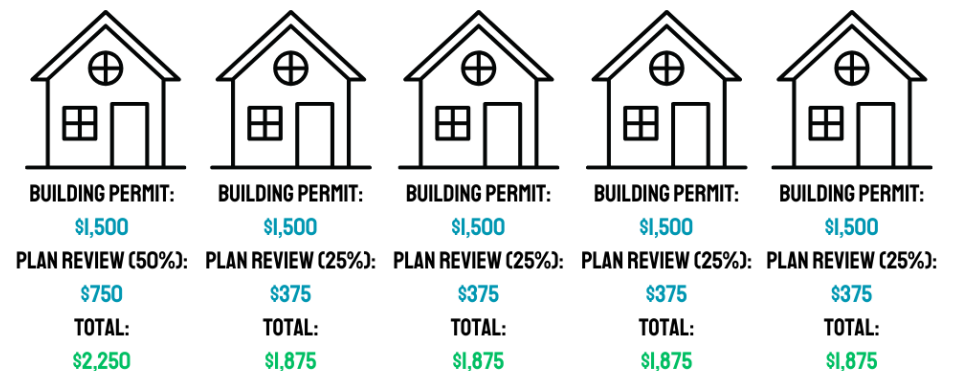


## RESIDENTIAL

### CURRENT UNWRITTEN POLICY



### PROPOSED FORMAL POLICY





Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

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

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

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

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

**Action Requested:** Conduct Public Hearing

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**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (adopt/deny) Resolution 10573 establishing residential and commercial sanitation service collection rates effective June 1, 2025 and June 1, 2026.”
  2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
- 

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

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

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

A regular residential rate would increase from \$17.33 to \$18.71 per month for 2025 and increase to \$20.20 per month in 2026. Since the senior rate does not cover the cost of the service, staff proposes to phase out the current senior rate over the next 2 years and transition to a discounted rate of 10% off the regular residential rate. Staff proposes to offer a new discounted rate to seniors beginning June 1, 2025, grandfathering the existing customers at a reduced rate, and offering the new discounted rate to those customers who qualify for the low-income water and sewer rate. The grandfathered senior rate would increase from \$12.13 to \$14.20 per month. Even with the increase to \$14.20, the senior rate does not cover the cost of the service. Next year, 2026, the grandfathered senior rate will be eliminated, and all senior citizens meeting the criteria will be eligible for the discounted rate of 10% off the regular residential rate. The establishment of the new low-income rate will be \$16.84, which is calculated by taking the residential rate of \$18.71 minus a 10% discount. A new rate for multi-family (10 units or more) has been added for \$16.84 per month per unit to provide the City the opportunity to offer a competitive rate to mobile home parks and condominiums.

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

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

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

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

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



expected to cost \$389,740.00. In 2016, the City paid \$207,224.00 for the commercial unit. The cost of these units has increased significantly in the last decade.

**Alternatives:** The City Commission could choose to deny Resolution 10573. Doing so will result in reduced funds available to maintain the equipment and staffing necessary to operate the sanitation service efficiently and effectively, and will negatively impact overall operations.

**Concurrences:** Representatives from Public Works and Finance worked together throughout the process. The proposed rate increases were presented to the City Commission at the April 1, 2025 City Commission Work Session.

**Attachments/Exhibits:**

Resolution 10573

Resolution 10573, Appendix A - Current versus Proposed Rates

Public Notice for Publication

Rate Review Calendar

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

---

David Dennis, City Attorney

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

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

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

**Additional Fees**

Delinquent Penalty 1.5% after 30 days.

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

Attention Legal Ads:

## NOTICE OF PUBLIC HEARING

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

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

/s/ Lisa Kunz  
City Clerk

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DO NOT PUBLISH BELOW THIS LINE:

Publication date:     April 20, 2025  
                              April 27, 2025

## 2025 UTILITY RATE REVIEW CALENDAR

MARCH						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
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APRIL						
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MAY						
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JUNE						
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29	30	JULY 1				

DATE	TASK	RESPONSIBILITY
3/3/2025	STAFF DISCUSSION RE: SANITATION RATE REVIEW	Finance / Public Works
3/10/2025	STAFF DISCUSSION RE: UTILITY RATE REVIEW FOR WATER, SEWER, AND STORM DRAIN	Finance / Public Works
3/13/2025	STAFF PRESENTATION TO CITY MANAGER City Manager's Office	City Manager Finance / Public Works
4/1/2025	PRESENTATION OF RATE ANALYSIS FOR WATER, City Commission Work Session	Finance / Public Works Commission
4/1/2025	SET PUBLIC HEARING FOR SANITATION City Commission Meeting	Finance / Public Works Commission
4/20/2025	1st PUBLICATION OF NOTICE IN GF TRIBUNE (Sanitation)	Great Falls Tribune
4/27/2025	2nd PUBLICATION OF NOTICE IN GF TRIBUNE (Sanitation)	Great Falls Tribune
5/6/2025	PUBLIC HEARING/FINAL ACTION FOR SANITATION City Commission Meeting	Finance / Public Works Commission
5/6/2025	SET PUBLIC HEARING FOR WATER, SEWER, AND STORM DRAIN City Commission Meeting	Finance / Public Works Commission
5/7/2025	WEEK 1 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
5/11/2025	1st PUBLICATION OF NOTICES IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
5/14/2025	WEEK 2 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
5/18/2025	2nd PUBLICATION OF NOTICES IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
5/21/2025	WEEK 3 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
5/25/2025	3rd PUBLICATION OF NOTICE IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
5/28/2025	WEEK 4 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
6/1/2025	EFFECTIVE DATE FOR RATE INCREASE FOR SANITATION	Finance
6/3/2025	PUBLIC HEARING/FINAL ACTION FOR WATER, SEWER, AND STORM DRAIN City Commission Meeting	Finance / Public Works Commission
7/1/2025	EFFECTIVE DATE FOR RATE INCREASE FOR WATER, SEWER, AND STORM DRAIN	Finance



Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

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

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Approve purchase of property

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**Suggested Motion:**

1. Commissioner moves:

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

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

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**Staff Recommendation:** Approve purchase of property.

**Summary:**

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

**Background:**

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

A future improved City-owned pond in this location would help alleviate existing storm pipe capacity issues in this area. City stormwater is currently routed around this pond and the surrounding county parcels via a network of storm mains. Modeling associated with the upcoming Stormwater Master Plan shows significant flooding and full pipe capacity issues in these nearby storm mains, especially on 3<sup>rd</sup> Ave S. Flows from these areas could be re-routed to this pond via new storm mains and alleviate the capacity issues. Another benefit

is the detention of stormwater, reducing the impact to pipe networks. It is estimated that this parcel could support a pond volume of 500,000 cubic ft.

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

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

**Fiscal Impact:**

All expenses are funded through the Stormwater Utility Fund.

**Alternatives:**

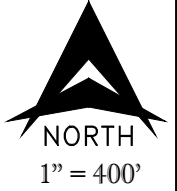
The City Commission could vote to not approve this purchase and direct staff to evaluate other land acquisition options or maintain the status quo. If that were the case, it may become more difficult to acquire land for future improvement of a pond at this location. If status quo is maintained, the City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

**Attachments/Exhibits:**

Vicinity Map

Buy-Sell Agreement





2ND AVE N  
REGIONAL STORMWATER POND

VICINITY  
MAP

OF 184  
04-15-2020  
221



**AMENDMENT #1 TO AGREEMENT BETWEEN  
PARTIES FOR EXISTING TERMS AND CONDITIONS**



1 Date: 04/28/2025

3 This document amends an Agreement between Sandra D Sanger  
4 \_\_\_\_\_ (hereafter the "Seller/Landlord") and  
5 City Of Great Falls

6 \_\_\_\_\_ (hereafter the "Buyer/Tenant") and  
7 concerns the following described property:

8 Great Falls, MT 59405

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

11 Each Agreement that is hereby amended and the date of said Agreement is as follows:

13 ☒ Buy-Sell Agreement 03/06/2025

14 \_\_\_\_\_ Date \_\_\_\_\_

15 ☐ Lease \_\_\_\_\_ Date \_\_\_\_\_

16 \_\_\_\_\_ Date \_\_\_\_\_

17 ☐ Other (specify document) \_\_\_\_\_

18 \_\_\_\_\_ Date \_\_\_\_\_

19 \_\_\_\_\_

20 All terms and conditions of the Agreement, including any amendments thereto, are hereby incorporated by reference  
21 except as amended by the following terms and conditions:

22 Delete line 42 replace to read 5/13/2025.

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24 End.

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Year	Percent of U.S. population aged 65 and older
1980	11
1985	12
1990	13
1995	14
2000	15
2005	16
2010	17
2015	18
2020	20

[illegible]

42. 	1. 05. 20	 4/28/25	
43. (Buyer/Tenant):	Date	(Seller/Landlord):	Date

	(Buyer/Tenant)	Date	(Seller/Landlord)	Date
44				

[illegible]

46 (Buyer/Tenant) \_\_\_\_\_ Date \_\_\_\_\_ (Seller/Landlord) \_\_\_\_\_ Date \_\_\_\_\_

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

# INSPECTION NOTICE (Seller's Response)



1 Date: 04/24/2025

2  
3 IN REFERENCE TO THE BUY-SELL DATED 03/06/2025

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

5 and City Of Great Falls, MT (hereafter the "Buyer")

6 for the real property commonly known Great Falls, MT 59405

7  
8 and in response to the Inspection Notice provided by Buyer dated 04/15/2025, Seller  
9 responds as follows:

10 Seller will sell for contract price \$374,000.00.

11  
12 This property is being sold as-is. Seller will not make any repairs.

13  
14 The closing date is May 13, 2025.

Initial  
Mk for CD

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36 Seller may withdraw this "Inspection Notice (Seller's Response)" any time prior to receiving written acceptance  
37 from Buyer.

38 Sandra D. Sanger 4/24/25  
39  
40 (Seller's Signature) Date

(Seller's Signature) Date

41  
42 If Seller and Buyer agree to the remedies specified above, this document shall constitute an amendment to the Buy-Sell  
43 Agreement referred to above and shall be an integral part of this transaction. Seller shall complete all agreed upon  
44 resolution(s) to the condition(s) and problem(s) identified above by 5:00 PM (Mountain Time) on  
45 (Date)

46  
47 BUYER AGREES TO SELLER'S MODIFIED TERMS SET FORTH ABOVE.

48 Greg Doyon 4/25/2025  
49  
50 (Buyer's Signature) Date

(Buyer's Signature) Date

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

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Inspection Notice (Seller's Response), March 2018  
Page 1 of 1

INSPECTION NOTICE  
(Results/Remedies)



1 Date: April 15, 2025  
2  
3 IN REFERENCE TO THE BUY-SELL AGREEMENT DATED March 6, 2025  
4 between James D. Sanger, Sandra D. Sanger (hereafter the "Seller")  
5 and City of Great Falls, Montana (hereafter the "Buyer")  
6 for the real property commonly known as 5200 2nd Avenue North, Great Falls, MT 59405  
7  
8

9 BUYER HEREBY GIVES NOTICE TO SELLER OF DISAPPROVAL OF THE FOLLOWING ITEMS:  
10 (Copy of the relevant portion of inspections or reports are attached.)  
11 An appraisal of the subject property from McKay Rowen & Associates dated 4/10/2025 resulted in an  
12 appraisal value of \$350,000.00 which is \$24,000.00 below the contract sale price of \$374,000.00. (See  
13 attached appraisal)  
14

15 A property inspection was performed by Tracy Murphy of National Property Inspections on 4/3/2025  
16 that indicated multiple issues of concern which include potential building and electrical code  
17 violations, potential hazardous materials, deck roof support and condition issues, paint and siding  
18 issues, dry rot issues, evidence of roof leakage, main floor support beam issues, potential  
19 foundation issues and high ground water which has resulted in standing water in the basement  
20 which is not habitable.  
21 (see attached property inspection)  
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Buyer's Initials

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Inspection Notice, October 2024  
Page 1 of 2

  
Seller's Initials



53 Buyer gives notice to the Seller as follows (Buyer should check only one box preceding the bolded Buyer language):

54 ☒ Buyer elects to negotiate the items of disapproval described above and offers the following resolution:

55 **The sale price of the property shall be reduced from \$374,000.00 to the appraised value of**  
 56 **\$350,000.00.**

57  
 58 **The closing date shall be changed from May 1, 2025 to May 13, 2025.**

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 60 **The Buyer is purchasing the property in "as-is" condition.**

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 79 If Seller and Buyer agree to the remedies specified above, this document shall constitute an amendment to the Buy-  
 80 Sell Agreement referred to above and shall be an integral part of this transaction.  
 81 Seller shall complete all agreed upon resolution(s) to the condition(s) and problem(s) identified above by  
 82 5:00 p.m. (Mountain Time) on April 17, 2025 (Date).

83  
 84 [Signature] / 4.16.25 / \_\_\_\_\_ / \_\_\_\_\_  
 85 (Buyer's Signature) Date (Buyer's Signature) Date

86 **City of Great Falls, Montana**

87 Seller agrees to the terms and conditions as stated herein above.

88  
 89 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 90 (Seller's Signature) Date (Seller's Signature) Date  
 91 **James D. Sanger** **Sandra D. Sanger**

92 ☒ Modified per Inspection Notice (Seller's Response) SS / 4-24-2025  
 93 Seller's Initials Date

94  
 95  
 96 ☐ Rejected by Seller \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 97 Seller's Initials Date

98  
 99 ☐ Buyer elects to terminate the Buy-Sell Agreement referred to above and withdraws any prior notice or notices  
 100 requesting a resolution of the conditions or issues identified in said notice(s). Buyer may not elect to terminate if  
 101 Buyer has provided prior notice(s) that have been approved and agreed to by the Seller. All earnest money shall be  
 102 returned to the Buyer and the Buy-Sell Agreement is terminated.

103  
 104 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 105 (Buyer's Signature) Date (Buyer's Signature) Date

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

# COUNTER OFFER



1 Date: 03/09/2025

2

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

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

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

6 the property described as: Great Falls, MT 59405

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

8

9

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

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

12 hundred seventy four thousand dollars).

13

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

15

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

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18 End.

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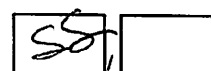
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46 The performance dates contained in the Agreement:

47

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

49

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

53

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

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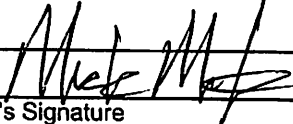
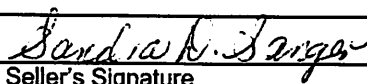
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	3/11/25		3/10/25
Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature	Date	Seller's Signature	Date

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

93 **FINANCING CONDITIONS AND OBLIGATIONS:**

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

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

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

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

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

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

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

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

**INSPECTION CONTINGENCY:**

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

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

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

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163 Plumbing Inspection  
164 Heating, ventilation, cooling system – Inspection  
165 Stove/Fireplace Inspection  
166 Pest/Rodent Inspection  
167 Well Inspection for Condition of Well and Quantity of Water  
168 Accounting Advice  
169 Survey or Corner Pins located  
170 Access to Property  
171 Verification of # of code compliant bedrooms  
172 Verification of square footage of improvements  
173 Water Rights  
174 Zoning Determination  
175 Post-Closing Rental Obligations  
176 Inspection/Testing for Methamphetamine  
177

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

178 Unless Buyer delivers written notice(s) of Buyer's disapproval of the Property conditions on or before  
179 (Notice Date) April 18, 2025 at 5:00 p.m. (Mountain Time), this inspection contingency shall be of  
180 no further force or effect. If Buyer disapproves of the Property condition, Buyer shall deliver written notice to the  
181 Seller or the Seller's Broker/Salesperson on or before the date specified above, together with a copy of ONLY that  
182 portion of the inspection or report upon which the disapproval is based. Buyer shall also state whether Buyer elects  
183 to immediately terminate the Agreement or negotiate a resolution of the conditions noted. If Buyer elects to  
184 negotiate a resolution of the conditions noted, the notice must contain all of Buyer's objections and requested  
185 remedies.  
186

187 On or before the Notice Date set forth above, Buyer may deliver a written notice to the Seller or the Seller's  
188 Broker/Salesperson electing to terminate the Agreement and withdrawing any prior notice or notices requesting a  
189 resolution of the condition(s) noted, notwithstanding that Buyer may have previously delivered a notice or notices  
190 electing to negotiate a resolution of the condition(s) noted, unless said prior notice(s) have been approved and agreed  
191 to in writing by the Seller.  
192

193 If Buyer has provided and not withdrawn a notice electing to negotiate and the parties enter into a written agreement  
194 in satisfaction of the condition(s) noted, this contingency shall be of no further force or effect. If the parties cannot  
195 come to written agreement in satisfaction of the condition(s) noted or if the Buyer does not withdraw, in writing, his/her  
196 disapproval of the condition(s) noted and elect to continue to closing without regard to any and all previously provided  
197 inspection notices, on or before (Resolution Date) April 25, 2025 at 5:00 p.m. (Mountain Time),  
198 the earnest money shall be returned to the Buyer, and the Agreement then terminated.  
199

#### 200 FINANCING CONTINGENCY:

201 ☐ This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled  
202 "PURCHASE PRICE AND TERMS." If financing cannot be obtained by the Closing Date this Agreement is  
203 terminated and the earnest money will be refunded to the Buyer.  
204

#### 205 APPRAISAL CONTINGENCY:

206 ☒ Property must appraise for at least ☒ the Purchase Price OR at least ☐ \$ \_\_\_\_\_. If the  
207 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money  
208 refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised  
209 value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within  
210 \_\_\_\_\_ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; OR  
211 ☐ This Agreement is contingent upon the Property appraising for at least ☐ the Purchase Price OR at least  
212 ☐ \$ \_\_\_\_\_. Release Date: \_\_\_\_\_ at 5:00 p.m. (Mountain Time).  
213

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

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

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

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

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

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

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

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

This Agreement is contingent upon \_\_\_\_\_

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

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

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

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

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

Concerning delivery of the Disclosure Statement to Buyer:

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

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

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

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

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

Documents for transfer will be prepared by \_\_\_\_\_

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

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

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

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

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

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

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

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


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

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


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

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

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

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

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

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

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

**BUYER'S REMEDIES:**

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

**SELLER'S REMEDIES:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

m\_dascoulias@yahoo.com  
(licensee email address)  
is acting as ☒ Seller's Agent ☐ Dual Agent ☐ Statutory Broker

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

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

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

mark@macekco.com  
(licensee email address)  
is acting as ☒ Buyer's Agent ☐ Dual Agent ☐ Statutory Broker  
☐ Seller's Agent (includes Seller's Sub-Agent).

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

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

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

557  
 558 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set forth  
 559 in the above offer and grant to said Broker/Salesperson until (date) March 10, 2025, at 5:00 ☐ am  
 560 ☒ pm (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or  
 561 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller has  
 562 not accepted by the time specified, this offer is automatically withdrawn. I/we hereby acknowledge receipt of a copy of  
 563 this Agreement bearing my/our signature(s).

564 DocuSigned by:  
 565 Mark Macek Date: 3/6/2025, at 10:00 ☒ am ☐ pm (Mountain Time)  
 566 Buyer's Signature 3047FA8FAB6741E

567  
 568 Name Printed: Mark Macek or Assigns

569  
 570 Address: 801 Fox Drive Great Falls State MT Zip Code 59404

571  
 572 Date: \_\_\_\_\_, at \_\_\_\_\_ ☐ am ☐ pm (Mountain Time)  
 573 Buyer's Signature

574  
 575 Name Printed: \_\_\_\_\_

576  
 577 Address (if different): \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

578  
 579 **SELLER'S COMMITMENT:**

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

582  
 583 Date: \_\_\_\_\_, at \_\_\_\_\_ ☐ am ☐ pm (Mountain Time)  
 584 Seller's Signature

585  
 586 Name Printed: \_\_\_\_\_

587  
 588 Address: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

589  
 590 Date: \_\_\_\_\_, at \_\_\_\_\_ ☐ am ☐ pm (Mountain Time)  
 591 Seller's Signature

592  
 593 Name Printed: \_\_\_\_\_

594  
 595 Address (if different): \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

596  
 597 ☒ Modified per the attached Counter Offer:

598  
 599 SS / [Redacted] \_\_\_\_\_ / \_\_\_\_\_  
 600 Seller's Initials Date Seller's Initials Date

601  
 602 ☐ Rejection of this offer by Seller (No counter offer is being made):

603  
 604 \_\_\_\_\_ / \_\_\_\_\_  
 605 Seller's Initials Date Seller's Initials Date

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



Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Union Bethel AME Church Pass-Through Grant

**From:** Samantha Long, Historic Preservation Officer, Planning and Community Development

**Initiated By:** Planning and Community Development / Historic Preservation Advisory Commission

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

**Action Requested:** Approve Special Projects Grant from the State Historic Preservation Office

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the special projects grant for the Union Bethel A.M.E. Church at 916 5<sup>th</sup> Avenue South from the State Historic Preservation Office.”

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

---

**Summary:** The annual grant from the State Historic Preservation Office (SHPO) contributes funding toward maintaining a local Historic Preservation Office, but occasional opportunities arise to use this mechanism to fund special projects. SHPO has invited the City to accept a \$20,000 grant as a pass-through to the Union Bethel AME Church, a historic building needing significant repair.

**Background:** The Union Bethel A.M.E. Church at 916 5<sup>th</sup> Avenue South was built in 1917 and has been listed on the National Register of Historic Places for its significance in the areas of social history, religion, and African American heritage. The church served as a community center as well as a religious institution and was a meeting place for organizations including the Ladies’ Aid Society, Masonic Lodge, Odd Fellows, and the Dunbar Art and Study Club. The last organization was very active in opposing discrimination and advocating for civil rights in the area. Among many other campaigns, in 1950, a year after the integration of the U.S. armed forces, they worked on an interracial committee to help Black airmen at Malmstrom obtain access to local establishments.

In October of 2024, SHPO approached the local Preservation Office about acting as a pass-through entity for a \$497,712 Civil Rights Grant they had received from the National Park Service (NPS) on behalf of the Union Bethel AME Church. This would have allowed the State to avoid taking their obligatory 23.5% administrative cut. This proposal was brought to the November 19<sup>th</sup> City Commission work session and while Planning staff found the project in line with goals identified in City planning efforts, the Finance

Department voiced concerns about liability, precedence, compensation for staff time, and the source of initial funds while we waited for reimbursement. The Commission acknowledged the project's merit, but ultimately declined to move forward at that time and recommended SHPO investigate other avenues.

While the SHPO has identified another method to route the NPS funding to Union Bethel AME, recent project bids came in higher than expected and SHPO is exploring using their own special grants budget to cover the gap. To that end, SHPO has asked the local Preservation Office to accept a \$20,000 pass-through grant. This is the same grant channel that was used to create the 2011-2012 Technical Assistance Program that catalyzed rehabilitations of downtown buildings such as the Arvon Hotel and the Baum-Trinastch Building. SHPO is obliged to pass a percentage of their federal funds through to Montana Certified Local Governments (CLGs), so if the City does not accept this grant, it will go to another community. This grant would fund design services to support the grants already in place with the National Trust for Historic Preservation and the National Park Service.

This revised request directly responds to the Commission's earlier concerns by significantly reducing the need for administrative oversight, limiting the City's liability due to its narrow scope, and confining the commitment to a single year. At the same time, it should be clearly acknowledged that this proposal reflects a continuing practice of City involvement in providing grant support to private entities, with potential implications for future policy decisions.

**Compliance with City Plans:** The City of Great Falls Growth Policy, 2013, identified the need to "establish incentives for the preservation, rehabilitation, and maintenance of historically or architecturally significant properties." (Policy Phy4.5.2) The Policy further stated the objective to "Identify financial resources that may be used to assist in renovating or maintaining qualified properties, resource planning and tourism related to historic appreciation." (Policy Phy4.5.7) The Growth Policy also suggested a goal of "support[ing] capacity building, grant collaboration and fundraising efforts by the City's non-profits." (Policy Soc1.7.6)

**Great Falls/Cascade County Historic Preservation Advisory Commission:** The Historic Preservation Advisory Commission voted to support this request at their February 12, 2025, meeting.

**Fiscal Impact:** Local administrative burden from this grant is expected to be minimal and should entail paying up to three invoices from the funds provided. The local Preservation Office's staff time is expected to be paid by the CLG grant's annual contribution to that program, which is expected to be \$6,000 for FY 2025-2026. Finance Department staff time would in turn be covered by the Preservation Office's annual internal fiscal services charge.

**Alternatives:** Declining to approve this grant would have a negative impact of \$20,000 to the Union Bethel AME's preservation project.

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

January 27<sup>th</sup>, 2025, Montana State Historic Preservation Office Alternative Proposal Letter  
February 14<sup>th</sup>, 2025, Finance Department Memo Re: Updated Proposal by Union Bethel



HISTORIC PRESERVATION  
MUSEUM  
OUTREACH & EDUCATION  
PUBLICATIONS  
LIBRARY & ARCHIVES

January 27, 2025

City of Great Falls  
c/o Samantha Long, Historic Preservation Officer  
City of Great Falls Planning and Community Development

VIA email: <mailto:slong@greatfallsmt.net>

Dear Samantha,

Thank you for the opportunity to propose a passthrough grant from the Montana State Historic Preservation Office (MT SHPO) to the Great Falls-Cascade County Certified Local Government (CLG) to support the preservation efforts at Union Bethel AME Church. We propose to increase your annual passthrough grant funds by \$20,000 to pay for design costs incurred by the Union Bethel AME Church stabilization and accessibility project.

The National Park Service's Historic Preservation Fund provides an annual grant to our office, and we are required to passthrough 10% of that funding to CLGs. We do this by offering annual grants, usually in the amount of \$6000, to each CLG to support preservation programs. Each year we have additional passthrough funds available for special projects. **We ask that the City of Great Falls contract with MT SHPO to receive these additional funds for the Union Bethel project.**

A few months ago, we asked the City of Great Falls to accept a different passthrough grant for the project. As you recall, MT SHPO received a \$497,712 African American Civil Rights grant for the Union Bethel project and asked that the City accept a passthrough for the entire amount and work with us over the course of the project to expend the funds. The City Council declined, citing:

- the burden upon the financial department,
- liability concerns,
- the multi-year commitment,
- and setting an undesired precedent.

This request addresses each of these concerns and still benefits the historic church in an important way. The relatively small amount of passthrough funds intended for a specific task will:

- have a minimal impact on the city's financial department, as the passthrough funds would only pay for a few invoices,
- the discreet design task incurs no liability,
- this is a single year commitment, using the same contract template as the annual passthrough CLG funding, and
- this proposal does not constitute a new precedent, as MT SHPO has passed through preservation grant funding to Great Falls for discreet tasks previously, including our Preserve America funding for architectural drawings and feasibility studies.

Using the passthrough funds, the City of Great Falls would pay invoice(s) from Sievert & Sievert, the Great Falls architectural firm approved by the National Park Service and Union Bethel AME Church to design and supervise the project.

Thank you for your consideration,

Kate Hampton, CLG Coordinator  
Montana State Historic Preservation Officer





## Memo

**Date:** February 14, 2025

**To:** City Commission

**From:** Tom Hazen, Finance Department, Grants and Program Administrator,

**Re:** Updated Proposal by Union Bethel

The Montana State Historic Preservation Office (“SHPO”) has proposed to issue a \$20,000.00 pass-through grant to the City of Great Falls (“The City”) to pay for costs incurred during the design of the Union Bethel African Methodist Episcopal Church (“Union Bethel”) stabilization and accessibility project. This proposal is being submitted as an alternative to a previous model submitted to the City in 2024. That prior funding structure was discussed by the City Commission during the November, 19, 2024 Work Session.

### Background

The SHPO was approved for a \$497,712.00 grant through the Department of the Interior’s National Park Service African American Civil Rights program. SHPO has a negotiated a 23.5% rate for administering federal funding programs. SHPO proposed that the City administer the grant for a lower administrative rate (the City does not have a negotiated rate and can name its own) in order to maximize the amount passing through to Union Bethel. The City identified several areas of concern in accepting this award:

- **Precedent** – Generally, the City does not voluntarily act as a pass-through administrative entity. Typical awards received by the City are spent on City projects. Funds that have been received by the City and passed through to private entities are limited to those in which the City has already received the funds (ARPA), those that prioritize distributions to local partners (CDBG), or programs that require municipal participation by law (Big Sky Economic Trust Fund Montana Main Street). The Park Service award did not align with these exceptions.
- **Oversight Requirements** – The City would be reimbursing construction costs with federal funds to the tune of \$497k. This would trigger documented compliance with Davis Bacon wage requirements, Build America Buy America (BABA) purchasing, and other federal restrictions. Monitoring would require a significant amount of Staff time.
- **Funding Structure** – The City would reimburse expenses, submit a request to the State, the State would submit a request to the Federal govt., the Fed would pay the State, and the State would pay the City. This might take up to 30 days and could cause cash shortages.
- **Potential Liability Exposure** – The nature and size of the grant exposed the City to significant financial losses and future eligibility concerns.
- **Length of the Award** – The project could last up to three years.

The City Commission requested more time to consider the potential fallout for the City and requested additional contractual safeguards against fallout for the City.



### **The Current Proposal**

SHPO once again proposes that the City act as a pass through but in a much more limited manner. SHPO would issue, in advance, \$20,000.00 of the amount it receives from the Park Service Historic Preservation Fund to the City to be distributed as reimbursements for only the design costs related to the Union Bethel project. The project would address several of the concerns previously cited.

- **Oversight Requirements** – This project would not require the same level of compliance monitoring as would an activity funding construction. BABA, for example, would not be triggered in design-only scopes. Davis Bacon would also be less of an obstacle in a program funding professional services.
- **Funding Structure** – The City would receive the dollars up front. This would prevent any potential cash shortages that were present in the prior model.
- **Liability Exposure** – The smaller scope, limited amount, and related ease of ensuring compliance would all but address any potential liability exposure in this model.
- **Length of the Contract** – It is highly unlikely, due to the award amount, that this project would last more than one year.

The new proposal address all of the concerns listed above. It does fail to address one concern previously discussed in that the City is still establishing a precedent by accepting. It should be stressed that the City did not request the designs or select the designer, nor was the City not party to the original grant application that secured the funding, and, finally, the City is under no statutory pressure to accept this award. The City would be voluntarily accepting an administrative role in this award.

This precedent is distinguished from the previous model by several factors. First, the City is not “fronting” the costs in this proposal. The City is only distributing funds from a pool that it will already have in hand. Second, this structure limits the monitoring requirements assigned to the City to a much lower threshold. The City is not ensuring that construction workers are being paid Federally mandated wages or that all supply purchases are in line with the BABA provisions. Design fees are exempt from these categories. The City would only be ensuring that the costs had been incurred and invoiced correctly. Finally, the scope of this project and the overhead accepted by the City are extremely limited as compared to the prior framework. The City is only required to review \$20,000.00 worth of claimed design expenses. It is unlikely that there would be more than one or two claims for reimbursement submitted. As a result, the amount of time that City Staff would be required to dedicate to this process would be dramatically lower than the amount required to monitor a construction project. A rough estimate would be that Finance would need to dedicate two to three hours to review documentation and issue reimbursement for this model.

Again, there is no denying that this project still establishes a precedent of City involvement in grants to private entities. However, this model does limit the scope of that precedent to awards that issue funding up-front to the City, have limited scopes that impart minimal monitoring requirements, and to allocation sizes that limit the length of performance and amount of City overhead. This limitation is much more palatable than that set by the City administering approximately \$500k in construction activities.



P.O. Box 5021, 59403-5021

Category	Prior Proposal (2024)	Current Proposal (2025)
<b>Grant Amount</b>	\$497,712	\$20,000
<b>City's Role</b>	Administer full grant, oversee construction	Pass-through for design cost reimbursements
<b>Oversight Requirements</b>	High – includes Davis Bacon wages, Build America Buy America (BABA), federal compliance	Low – only review and reimburse design costs
<b>Funding Structure</b>	City reimburses expenses, then seeks federal reimbursement (30-day lag risk)	City receives full \$20,000 upfront from SHPO
<b>Liability Exposure</b>	High – potential repayment obligations if Union Bethel fails compliance	Low – minimal risk due to smaller scope
<b>Project Length</b>	Up to three years	Likely less than one year
<b>Precedent Concerns</b>	Sets a precedent for full grant administration	Still a precedent but with limited scope
<b>City's Workload</b>	Significant – monitoring, compliance, reporting	Minimal – estimated 2-3 hours for processing reimbursements





Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Franklin School (820 1st Ave SW) Nomination to the National Register of Historic Places

**From:** Samantha Long, Historic Preservation Officer

**Initiated By:** State Historic Preservation Office

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

**Action Requested:** Support the nomination of the Franklin School to the National Register

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (support/object to) the nomination of the Franklin School to the National Register of Historic Places.”

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

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**Staff Recommendation:** Staff recommend the City Commission support the nomination of the Franklin School to the National Register of Historic Places.

**Historic Preservation Advisory Board Recommendation:** The Great Falls–Cascade County Historic Preservation Advisory Commission (HPAC) reviewed the nomination at its April 9 meeting and voted to support a positive recommendation.

**Summary:** Charles Street, LLC is pursuing federal and state Historic Preservation Tax Credits to rehabilitate the Franklin School Apartments, located at 820 1st Avenue Southwest. In order to access the tax credits, the building must be listed on the National Register of Historic Places. To that end, the property owner has submitted a nomination which will be considered at the State Preservation Review Board on May 16, 2025. The State Historic Preservation Office (SHPO) is required to consult with local governments on such nominations, and has requested the opinion of the City Commission.

**Background:** Consisting of two buildings constructed in 1910 and 1916, with additions in 1938, Franklin School served the educational needs of the West Side until its closure in 1985. In 1989, the complex was converted to housing and is now in need of upgrade and repair. The owner, Charles Street, LLC, is working to rehabilitate the 40-unit Franklin School Apartments to preserve the buildings’ use as long-term housing. As part of the project’s financing, the owner is pursuing Federal and State Historic Preservation Tax Credits. To qualify for these credits, the building must be listed on the National Register of Historic Places either before or during the application process. The nomination will be reviewed at the May 16 meeting

of the Montana State Preservation Review Board. If approved, it will be forwarded to the Keeper of the National Register for final consideration.

As part of the nomination process, the State Historic Preservation Office (SHPO) consults with local governments, property owners, and the public. SHPO has notified the City of the proposed nomination and requested that the Commission either support, object, or waive its right to comment. Separately, the Great Falls–Cascade County Historic Preservation Advisory Commission (HPAC) reviewed the nomination and voted to support it at its April 9 meeting.

This dual-consultation process of both the Historic Preservation Advisory Board and the City Commission is required by the Montana Certified Local Government (CLG) Manual, Section VI.B., which outlines the City’s partnership with SHPO as a designated CLG. If either the City Commission or HPAC supports the nomination, SHPO may present it to the State Review Board. If both bodies oppose the nomination, SHPO may not move forward unless an appeal is filed under Section 101(c)(2)(B) of the National Historic Preservation Act.

**Compliance with City Plans:** The 2013 City of Great Falls Growth Policy recognizes the importance of encouraging the preservation and rehabilitation of historically or architecturally significant properties, calling for the establishment of supportive incentives (Objective Phy4.5.2). Historic Preservation Tax Credits represent one of the most effective tools available to assist property owners in achieving those goals. By supporting this nomination, the City helps enable access to these incentives in alignment with its adopted policy framework.

Historic Preservation Staff has reviewed the nomination and concur with its statement that the Franklin School is eligible for nomination to the National Register of Historic Places due to its architectural merit as well as its association with early educational development in Great Falls, Native American educational history, and New Deal construction projects.

**Fiscal Impact:** Approval of or objection to the Franklin School’s nomination to the National Register of Historic Places will not have any fiscal impact upon the City. However, if the nomination is successful, the property owned by Charles Street, LLC would become eligible for federal and state Historic Preservation Tax Credits for eligible projects.

**Alternatives:** The Commission may object to the nomination or waive its right to comment. A well-founded objection could prevent the Franklin School from being listed, making it ineligible for Historic Preservation Tax Credits. If the Commission waives comment, the positive recommendation from the Historic Preservation Advisory Commission would still allow the nomination to proceed to the State Review Board.

**Attachments:**

- Franklin School National Register of Historic Places Registration Form
- Letter from John Boughton, Montana National Register Coordinator



RECEIVED

APR 16 2025

CITY CLERK

Historic Preservation  
Museum  
Outreach & Interpretation  
Publications  
Library & Archives

April 14, 2025

Mayor Cory Reeves and Great Falls City Commissioners McKenney, Tryon, Wilson, and Wolff  
P.O. Box 5021  
Great Falls, MT 59403

RE: Franklin School National Register nomination

Dear Mayor Reeves and Great Falls City Commissioners McKenney, Tryon, Wilson, and Wolff,

We are pleased to notify you that the National Register nomination for the **Franklin School** (820 1<sup>st</sup>. Ave. SW) in Great Falls will be considered by the State Historic Preservation Review Board for nomination to the National Register of Historic Places. The nomination is posted at the State Historic Preservation Office's website on the National Register of Historic Places page under the link "State Historic Preservation Review Board Meeting," <https://mhs.mt.gov/Shpo/index1>. The nomination is scheduled to be presented at Montana's Review Board's next meeting, May 16, 2025, in Helena. The meeting agenda will also be posted in the future at the link mentioned above.

Enclosed please find notification forms regarding support or non-support of this nomination. We invite your written comments, if any, on the historical, architectural, and archaeological significance of this property and submit those comments to this office at least two weeks prior to the board meeting. If you have any questions, please contact me at 444-3647 or via e-mail at [jboughton@mt.gov](mailto:jboughton@mt.gov).

Please return the notification form to:

John Boughton, National Register Coordinator  
Montana State Historic Preservation Office  
225 N. Roberts  
P.O. Box 201202  
Helena, MT 59620

Sincerely,

John Boughton  
National Register Program  
MT State Historic Preservation Office  
Montana Historical Society  
225 North Roberts, P.O. Box 201202  
Helena, MT 59620-1202  
(406) 444-3647

\_\_\_\_\_  
Date

John Boughton, National Register Coordinator  
Montana State Historic Preservation Office  
225 North Roberts  
P.O. Box 201202  
Helena, MT 59620

Dear Mr. Boughton,

This will confirm that I am fully aware of the effects of listing a property in the National Register of Historic Places. I recognize that, under the National Historic Preservation Act, I am entitled to comment on the proposed listings of properties within my jurisdiction.

Following are the proposed listings:

**Franklin School (820 1<sup>st</sup>. Ave. SW) in Great Fall**  
(Name of the Historic Property)

- ☐ On behalf of my jurisdiction, I support the proposed individual listing.
- ☐ On behalf of my jurisdiction, I object to the proposed individual listing.
- ☐ On behalf of my jurisdiction, I hereby waive my right to comment on the proposed individual listing.

Sincerely,

\_\_\_\_\_  
Official's Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date

National Park Service

# National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

## 1. Name of Property

Historic name: Franklin SchoolOther names/site number: Franklin School 24CA1568Name of related multiple property listing:  
N/A

(Enter "N/A" if property is not part of a multiple property listing)

## 2. Location

Street & number: 820 1<sup>st</sup> Avenue SWCity or town: Great Falls State: MT County: CascadeNot For Publication: N/A Vicinity: N/A

## 3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this X nomination     request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property X meets     does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

    national     statewide X local

Applicable National Register Criteria:

X A     B X C     D

MT SHPO	
<b>Signature of certifying official/Title:</b> <u>Montana State Historic Preservation Officer</u>	<b>Date</b>
<b>State or Federal agency/bureau or Tribal Government</b>	
In my opinion, the property <u>   </u> meets <u>   </u> does not meet the National Register criteria.	
<b>Signature of commenting official:</b>	<b>Date</b>
<b>Title :</b>	<b>State or Federal agency/bureau or Tribal Government</b>

Franklin School  
Name of Property

Cascade Co., MT  
County and State

#### 4. National Park Service Certification

I hereby certify that this property is:

- ☐ entered in the National Register  
☐ determined eligible for the National Register  
☐ determined not eligible for the National Register  
☐ removed from the National Register  
☐ other (explain:) \_\_\_\_\_

Signature of the Keeper

Date of Action

#### 5. Classification

##### Ownership of Property

(Check as many boxes as apply.)

Private: ☒

Public – Local ☐

Public – State ☐

Public – Federal ☐

##### Category of Property

(Check only **one** box.)

Building(s) ☒

District ☐

Site ☐

Structure ☐

Object ☐

Franklin School  
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**Number of Resources within Property**

(Do not include previously listed resources in the count)

Contributing	Noncontributing	
<u>2</u>	<u>1</u>	buildings
<u>          </u>	<u>          </u>	sites
<u>          </u>	<u>          </u>	structures
<u>          </u>	<u>          </u>	objects
<u>2</u>	<u>1</u>	Total

Number of contributing resources previously listed in the National Register N/A

**6. Function or Use**

**Historic Functions**

(Enter categories from instructions.)

EDUCATION: school  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Current Functions**

(Enter categories from instructions.)

DOMESTIC: multiple dwelling/apartment building  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Franklin School  
Name of Property

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## 7. Description

### Architectural Classification

(Enter categories from instructions.)

LATE 19<sup>th</sup> AND 20<sup>th</sup> CENTURY REVIVAL: Classical Revival; Neo-classical Revival

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**Materials:** (enter categories from instructions.)

Principal exterior materials of the property: BRICK, STONE, TERRA COTTA, CONCRETE

### Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

### Summary Paragraph

The Franklin School is located at 820 1<sup>st</sup> Avenue Southwest in Great Falls, Cascade County, Montana. The property consists of two separate buildings that together occupy roughly three quarters of an entire city block. Both built in the Neo-Classical style, the northernmost building dates to 1910 while a larger building on the southern end of the parcel dates to 1916 with two 1938 additions. The 1910 building occupies the northern half of the parcel with its primary elevation facing north towards 1<sup>st</sup> Avenue SW. The 1916 building, which occupies the southern end of the parcel, faces south toward 2<sup>nd</sup> Avenue SW. The two buildings, once connected by a historic hyphen and bridge which was removed in c.1990, are separated by a modern playground and parking lot. The two buildings associated with the Franklin School functioned for public education for Great Falls until 1985. Shortly after the school's closure, the buildings were sold to a private developer and converted into residential apartment buildings. The historic school buildings and subsequent additions were designed in the Neoclassical style, typical of early twentieth century school buildings.



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## Narrative Description

### Setting

The Franklin School is situated in a largely residential area of Great Falls, approximately 1.5 miles from the commercial core of downtown. Immediately to the north is Rhodes Park, which occupies an entire city block. To the west, south, and east, circa 1900s-era 1-to-2-story residences make up much of the adjacent properties. Central Avenue, one block north, is a primary commercial thoroughfare that runs from east to west and connects to the east side of Great Falls via a bridge over the Missouri River.

The two school buildings are flanked by a mixture of paved parking lots and manicured greenspace. Paved parking lots also flank the 1910 building on its eastern and western sides. The eastern third of the block is occupied by a series of circa 1900s-era residential properties, separated from the subject property by the property line, defined mature trees plantings, and a short chain link fence on the southern end. Paved sidewalks and paths create a buffer around the school property connecting the primary entrances of the buildings to the street. The exterior sidewalks are also framed by manicured lawn and mature tree plantings. Grass buffers separate the sidewalk from the streets to the south, west, and north.

### The 1910 Building—Exterior Description (one contributing building)

The 1910 building located on the northern half of the property is a three-story brick building completed in 1910. The first story is characterized by an approximately 9' tall, buff-colored rusticated sandstone base capped by smooth buff-colored stone that matches the stone used for the sills and keystones on upper stories. The remainder of the building is clad in a smooth red brick punctuated by historic window openings infilled with replacement vinyl windows. The building has a mostly square footprint and symmetrical massing with a flat roof surrounded by a brick parapet.

The north, primary elevation is anchored by a central principal entrance on the first floor. A smooth, buff-colored stone, low-gabled roofed portico extends forward from the primary façade. Originally an open-air entrance, the portico was infilled with divided light windows at some point during the period of significance. The north face of the enclosed portico is fixed with modern double doors situated underneath a historic divided light transom. Four historic window openings flank either side of the entrance, infilled with replacement vinyl windows. Windows on this floor have a somewhat asymmetrical arrangement, with the interior-most window standing alone and the final three evenly spaced in a group and centered on the western and eastern ends of the elevation. Above the entrance portico is a small transom window and segmental brick arch with a stone keystone. Second and third stories are identical in arrangement anchored in the center by a

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round-arched window with a decorative brick arch, stone keystones, and stone sills. Directly above this central decorative window is a buff-colored terra cotta feature reading "Franklin School". A brick parapet, about 4' tall, is clad in matching red brick and has a non-original aluminum cap. In the center of the parapet on the north elevation is a decorative buff-colored terra cotta element resembling a crest with an inscription reading "1910." At the roofline above the third-floor windows is a non-original, aluminum, coved cornice that continues along all four building elevations. This cornice bumps up approximately 1' at the center of the north elevation to wrap the "Franklin School" historic sign. This jog in the cornice is repeated on the south elevation to accentuate the center bay. Similarly, parapets on the north and south elevations are stepped to provide architectural interest and indicate architectural features below.

The west elevation of the building follows the same general characteristics as the primary façade. The first story is composed of buff-colored rusticated sandstone with a smooth stone cap while the second and third stories are clad in brick. Fenestration is asymmetrical at the first story, consisting of seven unevenly spaced window openings with smooth buff-colored stone lintels in the form of a window hood. Original window openings are infilled with non-historic vinyl windows. Second and third stories are identical in window fenestration with the northern end containing paired window openings with stone sills. In the center, two smaller window openings are separate but organized with the same detail including a stone sill and brick segmental arch with a central stone keystone. The far southern end contains a bay of three large windows with a stone sill at both the second and third floors.

The east elevation of the building is similar in composition to the west elevation, both serving as secondary side elevations. The first story is finished with the same rusticated sandstone foundation, punctuated by seven unevenly spaced window openings infilled with non-historic vinyl replacement windows and stone lintels. Second and third stories are identical with a bank of three windows on the far northern end, a bank of two windows on the southern end, and two smaller evenly spaced windows in the center.

The south (rear) elevation is similar in composition to the north (primary) elevation. The first floor displays sandstone while the upper two stories are brick. The main portion of the building has a large central window topped with a fanlight, the lower section covered with a solid panel. Flanking both sides of the central window are evenly spaced window openings. While the window openings are original, the windows themselves are non-historic replacement units. An asymmetrically stepped center graces the central parapet with the west side characterized by a short chimney stack.

The central portion of the first and second story of the main block are obscured by a two-story projection original to the construction of the building. The smaller two-story projection has the same rusticated sandstone foundation cladding found on the rest of the building with a brick upper story. South elevation is clad with utilitarian fixtures. Two small awning windows set within segmental arch window openings with jack arches and stone keystones filled with hopper-style windows punctuate the elevation. The west elevation of the projection holds two pedestrian entry

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doors, one slightly lower in elevation positioned near the main construction and a second just a few feet to the south in the projection itself. On the east projection wall, a metal fire staircase leads to a second story entrance with a second entry immediately below that accesses the ground floor of the projection.

**1916 Building—Exterior Description** (one contributing building)

Overall, this building bears some similar traits in design and material to its 1910 counterpart including a three-story height, rusticated stone foundation, and upper buff colored brick stories. Primary brick is lighter in color compared to the 1910 building and features some polychrome detailing throughout. The roof is flat and topped by a brick parapet with an aluminum cap. The building is comprised of three distinct sections, the central and original 1916 portion and western and eastern additions that date to 1938. The south elevation is the primary facade, which faces 2<sup>nd</sup> Avenue SW. Beginning on the far west end, which consists of the smaller west 1938 addition, the building displays a cast stone base with buff brick cladding the upper two stories. Two non-historic window openings are centered within the elevation. The first-floor window sits directly atop the stone base. Above is a tall wood infill panel between the first and second story windows. Another wood panel infills a space between the second floor window and a stone belt course that encircles the building. A rectangular piece of wood west of this window covers a former vent. This 1938 addition recesses to the east and houses one of the primary entrances into the building; the entrance is characterized by a simple flat-roofed stone portico with simple fluted square piers. The entrance door is a modern, double door with glazed transom and sidelights. The second story is dominated by a large bank of windows made up of three non-historic vinyl windows.

Moving east to the central and original 1916 portion of the building, this section is largely symmetrical in composition with the stone base and buff colored brick above. It consists of three bays with the central recessed entry bay flanked by a slightly projecting bay to each side. The central section is dominated on the first story by one of the original entrances to the building where two square piers support a simple pedimented covered entry constructed of cast stone. Original doors are replaced with non-historic vinyl windows. Moving to the second story, brown iron spot brick is used to create a decorative outline just below the second-floor windows. These consist of paired center windows flanked by individual window openings on either side. A buff-colored terra cotta panel reading “FRANKLIN SCHOOL” centers above the second floor. Third story window arrangement mimics the second floor. Above the third story windows is a non-original aluminum cornice that wraps all four elevations, similar to the 1910 building. Another buff-colored terra cotta panel that reads “A.D. – 1916” is located beneath a segmental arch at the center of the parapet. The flanking sides of this central bay are uniform in composition with lower story sandstone and brick above. Five evenly spaced window openings punctuate the elevation with non-historic vinyl windows. All windows on the original 1916 portion of the building have buff-colored cast stone sills and lintels.

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Moving east, another recessed bay appears marking the west end of the 1938 eastern addition, which contains an additional entrance. The building façade behind the entrance is characterized by two vertical bays made up of paired window openings above non-historic Masonite panels. To the west of this recessed entrance, additional brown ironspot brick work is visible, framing the upper two stories of the original 1916 portion of the building, with terra cotta rosettes inset in two locations. The remaining section of this elevation is uniform in appearance with a cast stone base matching that on the west and buff brick upper stories. Windows on this addition extend down into the cast stone base at the first floor. Seven distinct vertical panels divide the space with paired non-historic windows below textured Masonite panels. These vertical bays of windows found on various sections of the 1938 additions are not historic and date to 1989, when the buildings were first converted into apartments. A stone belt course runs around the perimeter of this addition above the third floor windows uninterrupted. Like the remainder of the property, the parapet is capped with aluminum.

The west elevation is comprised largely of the west end of the 1938 addition but some portions of the 1916 section are visible slightly extending beyond the later historic addition. This elevation has a cast stone base with buff colored brick above. The elevation is characterized by five evenly spaced paired non-historic vinyl windows. First-floor windows sit directly atop the cast stone base and have brick rowlock headers. Second-floor windows have rowlock brick sills, and the head of the window sits directly below the stone belt course that runs around the entire perimeter of this addition uninterrupted. The parapet is capped in aluminum.

The east elevation largely comprises the 1938 east addition, but a small portion of the 1938 construction extends beyond the addition to the north. This elevation is similar to the south elevation with first-floor windows extending into the cast stone base, and buff colored brick above. Two centrally located vertical bays of windows flank a central second story entrance accessed by a metal staircase. Window openings are non-historic (dating to 1989) with vinyl windows over lower Masonite panels.

The north (rear) elevation faces toward the 1910 school building. The distinct 1916 and 1938 portions of the building are highly apparent on this elevation. Starting at the eastern end of the building is the eastern 1938 addition divided into three bays, the central bay projecting slightly behind the two flanking recessed bays. All three bays hold dominant textured Masonite panels between non-historic first, second, and third-floor windows. This portion of the north elevation lacks the cast stone base found on the south, west, and east elevations of the 1938 additions but does feature the stone belt course above the third story windows. On the western end of this section, abutting the original 1916 building, is an exterior entrance covered by a non-historic metal portico. The portico shelters a pair of modern glazed metal doors. Moving west is the 1916 central portion of the building. This section also stands three stories in height. The foundation of the 1916 portion is a rusticated stone with buff colored brick above. This 1916 construction features a recessed

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central portion flanked by two large protruding brick chimney stacks. Flanking the stacks, the elevations to the east and west contain four evenly spaced window openings finished with non-historic vinyl replacement windows with stone sills and lintels. The non-historic aluminum cornice above the third-floor windows exists on this elevation although it is interrupted by the two chimneys. The central portion displays a paraged first story, which appears to have once housed a concrete block hyphen that connected the 1916 building to the 1910 building. The westernmost portion of the north elevation associated with the 1938 addition contains evenly spaced pairs of original window openings with non-historic vinyl windows, brick rowlock headers, and sills identical to the west elevation of this 1938 addition.

**Interior Description – 1910 Building**

The interior of the 1910 Franklin School building is comprised of a largely exposed basement and first and second floors with each floor characterized by a wide central corridor flanked on each side by former classrooms that currently function as apartment units. A primary stair is found on the northern end of the building with a secondary stair located on the south end that connects the first and second stories. An entrance vestibule is found at the far southern end. Each floor contains four equally sized units. The southern two-story section contains utilitarian rooms including laundry and leasing office on the first floor and storage and boiler room on the second floor.

Apartment finishes are largely non-historic with tile or carpet flooring, non-historic bathroom and kitchen finishes, drywall walls and ceilings. Corridor finishes include non-historic luxury vinyl tile (LVT) flooring in corridors and rubber treads on stairs. Walls and ceilings are drywall or plaster. Lighting appears to be non-historic throughout with overhead fluorescent lighting in corridors. Stairwells contain historic details with simple square balusters and railings. All drywall surfaces are painted.

**Interior Description – 1916 Building**

The interior of the 1916 Franklin School building is comprised of a largely exposed basement and first and second floors. Each floor is characterized by a central double loaded corridor flanked on either side by former classrooms that currently function as apartment units. Four major stairwells are found at intersections of the building additions, namely at the eastern and western ends of the 1916 building and the eastern and western ends of the eastern 1938 addition. The western 1938 portion, which originally housed a study hall and library, is divided into two apartments at each floor. The central 1916 portion that originally housed classrooms is divided into four evenly sized apartments units on each floor. The eastern 1938 section is separated by the only north-south corridor; this section originally housed a double-height gymnasium, now split into four evenly spaced units on each floor.<sup>1</sup>

<sup>1</sup> Architectural Drawings for 1989 Apartment Renovation, Cooper/Roberts Architects, on file at the City of Great Falls.

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Apartment finishes are largely non-historic with tile or carpet flooring, non-historic bathroom and kitchen finishes, drywall walls and ceilings. Corridor finishes include non-historic LVT flooring in corridors and rubber treads on stairs. Walls and ceilings are drywall or plaster with historic chair rail detailing visible. Lighting appears to be non-historic throughout with overhead fluorescent units in corridors. Stairwells contain historic details with simple square balusters and railings. All drywall surfaces are painted.

**Outbuilding** (one noncontributing building)

A small modern gambrel roofed shed is located in the parking lot on the east side of the property between the two school buildings.

**Integrity**

The Franklin School property retains sound integrity to illustrate its associations with its historic significance. In 1989, the buildings associated with the Franklin School campus were redeveloped as low-income housing. At this time, several changes were undertaken to accommodate the new use. These changes included the loss of a hyphen that once connected the 1910 and 1916 buildings, largescale window replacement, introduction of new window openings on the 1938 additions, and the insertion of apartment units into former classrooms and gymnasium spaces. Despite these non-historic alterations, the building retains integrity, easily conveying its historic antecedents as a campus of education.

The Franklin School displays excellent integrity of location and setting. The two contributing buildings associated with the school remain where built and the surrounding residential neighborhood largely retains its character. The immediate setting of the block still retains manicured green space, parking lots, and playgrounds, all in keeping with the character of a historic school property.

The Franklin School retains integrity of design, material, and workmanship. Exterior materials such as brick, sandstone, and terra cotta detailing remain intact and exposed. While windows have been replaced and new window openings introduced to accommodate the function of apartments, the overall exterior arrangement and rhythm of original window and door openings remains visible. On the interior, apartments appear to largely reuse the overall arrangement of classrooms by retaining the general circulation pattern of both buildings. Historic finishes can also still be seen in corridors and stairwells and the overall exterior of the building, making up a majority of the primary interior and exterior spaces.

The property retains integrity of feeling and association as an historic school facility. The exterior of the buildings and surrounding property continues to embody the appearance and stature associated with an historic school property. The property still presents as it did when the complex was completed in 1938, despite exterior alterations and interior rehabilitation into apartments dating to 1989 and beyond.

Franklin School  
 Name of Property

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## 8. Statement of Significance

### Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☒ A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ B. Property is associated with the lives of persons significant in our past.
- ☒ C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D. Property has yielded, or is likely to yield, information important in prehistory or history.

### Criteria Considerations

(Mark "x" in all the boxes that apply.)

- ☐ A. Owned by a religious institution or used for religious purposes
- ☐ B. Removed from its original location
- ☐ C. A birthplace or grave
- ☐ D. A cemetery
- ☐ E. A reconstructed building, object, or structure
- ☐ F. A commemorative property
- ☐ G. Less than 50 years old or achieving significance within the past 50 years

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**Areas of Significance**

(Enter categories from instructions.)

EDUCATION

ETHNIC HERITAGE (NATIVE AMERICAN)

COMMUNITY PLANNING AND DEVELOPMENT

ARCHITECTURE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Period of Significance**

1910-1975

\_\_\_\_\_  
\_\_\_\_\_

**Significant Dates**

1910

1916

1929

1939

**Significant Person**

(Complete only if Criterion B is marked above.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Cultural Affiliation**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Architect/Builder**

Donavan and Rhodes (1910, architects)

Bird & Van Teylingen (1910, portico enclosure architects)

George Maurey (1916, architect)

Cottier & Herrington (1938 additions, architect)



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**Statement of Significance Summary Paragraph** (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

The Franklin School at 820 1<sup>st</sup> Avenue SW is eligible for listing in the National Register of Historic Places at a local level of significance under criteria A and C. Under Criterion A: History in the areas of Education, Ethnic Heritage (Native American), and Community Planning and Development for its association with the Public Works Administration (PWA). The Franklin School reflects early educational development in Great Falls, demonstrating the growth of the city's near west side following the turn of the twentieth century. It also relates an important piece of Native American educational history as a small number of rooms of the Franklin School housed segregated classrooms for Native American school children from the Hill 57 area of Great Falls. The 1938 additions to the complex help illustrate the growth of Great Falls in the New Deal era. These additions and updates to the school complex were largely funded by the PWA. During this time, new buildings were erected and existing buildings modernized throughout the city of Great Falls through critical government funding. The Franklin School property stands as a representative example of this movement. The two-building complex was built in a series of building campaigns between 1910 and 1938/1939 and operated for public education until 1985. At the time of its closure, it was the oldest and longest operating school building in the city.<sup>2</sup>

The property gains additional significance under Criterion C. Though altered by a late twentieth century conversion into apartments following the closure of the school, the subject property reflects the physical design dictated by modern, progressive developments in public school architecture at the time of construction. Although changes occurred to the buildings over the last century, both retain and exhibit their Neo-Classical heritage. As the neighborhood quickly outgrew the educational capacity of the original school building, city fathers moved forward and built a second school building immediately south of the 1910 construction, one that proved quite sympathetic to its northern counterpart. Wing additions added to the southern building in 1938/1939 stayed mostly true to the earlier construction sporting a Stripped Neo-Classical design.

The period of significance begins in 1910 with the construction of the first building and extends to 1975, marking the end of the historic period. Significant dates include the year 1910, reflecting the construction of the earliest building, 1916, representing the construction of the second building, 1929 notes the initial year Native American students enrolled in the school, and 1939, the year associated with the first use of the additions on the south building.

<sup>2</sup> Lance Lovell, "Franklin School alumni bid farewell to city's oldest school," *Great Falls Tribune*, June 7, 1985, page 11.

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**Narrative Statement of Significance** (Provide at least **one** paragraph for each area of significance.)

**Significance under Criterion A: History**

**Early Area History**

The area now known as Great Falls has long been associated with a great number of indigenous groups prior to white exploration and settlement of the area dating back to the Lewis and Clark expedition in 1805. Evidence indicates Native American occupation for at least the last 10,000 years.<sup>3</sup> Non-native influences that included the arrival of the horse, fur trade, and accompanying diseases, began to impinge on the groups occupying the area by the 1700s, increasing in intensity through the following decades. The arrival of the horse brought a life-altering scope to the Native groups of the area that resulted in changes in social and demographic organization and subsistence.<sup>4</sup> The fur trade facilitated exchange between the traders from the east and the local indigenous groups, each desiring something the other had. Unfortunately, as trade increased, so too did the exposure to white diseases with catastrophic effect. Local groups impacted by the white diseases included the Blackfoot and Piegan, two groups that joined forces to combat the Shoshone, who were eventually forced out of the area. Conflict among Native groups continued with the result that although other groups continued to use the area, such as the Salish, Pend d'Oreille, and Nez Perce, the Blackfoot eventually controlled the region, including the area around Great Falls.<sup>5</sup>

***Growth and Development of Great Falls***

Great Falls developed around the confluence of the Missouri and Sun Rivers, founded in 1883, and incorporated as a town in 1888. One of the most influential white settlers was Paris Gibson, a Maine-borne sheep rancher from the Minnesota Territory. With seed money from railroad owner James Hill, Gibson established a settlement in 1883. Gibson implemented many of the characteristics of his former home of Minneapolis into the planning of Great Falls, making a concerted effort to establish a well-rounded community with an extensive park system, setting aside an abundance of land for greenspace, as well as lining every major boulevard with a variety of trees.<sup>6</sup>

Naturally, this idyllic community attracted a great number of settlers along with the promise of jobs in industries like mineral smelting, power generation, agriculture, and ranching. By 1896, the city had "...more than 4,000 residents, two railroads, five banks, lumber and flour mills, a gas and

<sup>3</sup> Lynelle A. Peterson and Scott Wagers, "Ethnohistorical and Historical Overview of Smelter Hills in Great Falls and the Surrounding Area," Ethnoscience, Inc. for EBI Consulting, Phoenix, AZ, November 2007, page 1.

<sup>4</sup> Lynelle A. Peterson and Scott Wagers, "Ethnohistorical and Historical Overview of Smelter Hills in Great Falls and the Surrounding Area," Ethnoscience, Inc. for EBI Consulting, Phoenix, AZ, November 2007, page 3.

<sup>5</sup> Lynelle A. Peterson and Scott Wagers, "Ethnohistorical and Historical Overview of Smelter Hills in Great Falls and the Surrounding Area," Ethnoscience, Inc. for EBI Consulting, Phoenix, AZ, November 2007, pages 5, 9.

<sup>6</sup> "History," City of Great Falls, <https://greatfallsmt.net/community/history> accessed October 20, 2024.

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light company, trolley system, and other essential services...”<sup>7</sup> Great Falls would continue to see growth well into the twentieth century. In particular, the Homestead Act of 1909, brought even more settlers to the area. Families with children led to increased demand for educational resources for school aged children. This demand was met by Gibson and his fellow town founders who responded accordingly to fill the educational needs. Gibson established a city school system just a few years prior to the incorporation of Great Falls and served as Chairman of the School Board from 1885 to 1887.<sup>8</sup>

***Education in Great Falls (1895-1910)***

The Montana Territory established its first public school districts in 1866. Great Falls established its school system in 1895. The first school building in the city was known as the Whittier Building, later known as Whittier Elementary School, which served as a general ungraded educational building for all the town’s students.<sup>9</sup> By the early 1890s, the demand for additional educational facilities grew and the need for modern facilities, including separate elementary, junior high, and high school buildings, was recognized by the school board. Central High School was the city’s first purpose-built high school and was constructed in the Romanesque Revival style and completed in 1896.

By 1910, Great Falls and its school district continued its rapid growth and the need for new school infrastructure was evident. As one local newspaper reported that year: “The enrollment in the city schools for the month of October this year exceeds the enrollment for the corresponding month last year by 304.”<sup>10</sup> By the end of the year, several new school buildings including many elementary schools, were established. At this point, the city boasted seven schools including Central High School, Washington, Whittier, Longfellow, Hawthorne, Lowell, and Franklin Schools, all described as “...modern and sanitary...” to the credit of the city.<sup>11</sup>

***Construction and Evolution of the Franklin School (1910-Present Day)***

With the growth of the city’s west side, the need for a new school to serve the families west of the Missouri River was evident and the school district began plans for the subject property. Records indicate a building known as the Franklin School was constructed by at least 1898 with an enrollment of 209 pupils by 1906; however, that building appears nonextant. Newspaper accounts mention both buildings simultaneously indicating the new Franklin School was constructed in a

<sup>7</sup> River’s Edge History Tour, Great Falls, Montana, City of Great Falls Historic Preservation Office.

<sup>8</sup> John N. DeHaas, Susan W. Curtis and Fredric L. Quie, “Great Falls Central High School,” National Register Nomination Form, (Washington, DC: U.S. Department of the Interior, National Park Service, 1976), Section 8.

<sup>9</sup> Philip Faccenda and Darrell Swanson, “Great Falls High School District,” National Register Nomination Form, (Washington, DC: U.S. Department of the Interior, National Park Service, 2013), Section 8. Newspaper accounts variously refer to the name of the school as “Whittier” and “Whitter.”

<sup>10</sup> “Award Contract for New School Building,” *Great Falls Tribune*, October 7, 1910, page 10.

<sup>11</sup> “School Bells Will Ring This Morning,” *Great Falls Tribune*, September 6, 1910.

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different location than the original school that bore the name.<sup>12</sup> That the original Franklin School remained standing in 1916 is noted by its use for polling in the Great Falls newspaper.<sup>13</sup>

With the need to increase educational facilities, the design of the 1910 building, the northern building on the property, fell under the guidance of architects Donovan and Rhoads<sup>14</sup> A “Notice To Contractors” appeared in August of 1910 for sealed proposals to construct the new building.<sup>15</sup> The announcement noted plumbing to be included in the bid but not heating. Lease & Richards were awarded the contract as the builders for the 1910 building, and received the contract despite not submitting the lowest bid: “While their bid was not quite as low as one of the J.W. Wortman & Co. of Butte, the local firm has already demonstrated in the erection of the Hawthorne building that their work is satisfactory...”<sup>16</sup> The brick used for the school was made locally in Great Falls, something the board considered, and all lumber supplied by the Mahon Robinson Lumber Company.<sup>17</sup> The heating contract was awarded to W.G. McPherson Company.<sup>18</sup> When all was said and done, the final cost of the Franklin School construction stood at \$35,000.<sup>19</sup> Little coverage occurred regarding the progress of the building’s construction after the award of the building contract.

The Franklin School primarily served students from the city’s west side, which largely consisted of European immigrants. Many of the students who attended the Franklin School in the 1910s learned to speak English in its classrooms; much of the student body was made up of first-generation immigrants whose families recently moved to Great Falls in search of work in the city’s burgeoning industries.<sup>20</sup>

Throughout the 1910s, the school-aged population of Great Falls continued to grow, and the school district kept pace with additions and expansions throughout the city. In 1916, the entire city of Great Falls experienced rapid growth; issued permits totaled more than \$250,000 for the first six months, surpassing the total investment for the previous year.<sup>21</sup> Many of these building permits

<sup>12</sup> “Spray of the Falls,” *Great Falls Tribune*, June 28, 1898, page 3; “Enrollment of Nearly Twenty-Two Hundred,” *Great Falls Tribune*, September 9, 1906, page 8.

<sup>13</sup> “Precinct No. 2,” *Great Falls Tribune*, March 16, 1916, page 13.

<sup>14</sup> “Architects Quite Busy, Donovan & Rhodes and George Calvert Tell of Work Done Last Year and Prospects,” *Great Falls Tribune*, January 3, 1911, page 7; “Notice to Contractor,” *Great Falls Leader*, September 22, 1910.

<sup>15</sup> “Notice To Contractors,” *Great Falls Tribune*, August 12, 1910, page 9.

<sup>16</sup> “Award Contract for New School Building,” *Great Falls Tribune*, October 7, 1910, page 10.

<sup>17</sup> “Award Contract for New School Building,” *Great Falls Tribune*, October 7, 1910, page 10.

<sup>18</sup> “Will Entertain Visiting Teachers,” *Great Falls Tribune*, August 8, 1911, page 7.

<sup>19</sup> “New Year Arrive Wirth Joy And A Big Noise,” *Great Falls Daily Tribue*, January 1, 1911, page 6.

<sup>20</sup> Lance Lovell, “Franklin School alumni bid farewell to city’s oldest school,” *Great Falls Tribune*, June 7, 1985, page 11.

<sup>21</sup> “June Heavy Month In Building Lines,” *Great Falls Tribune*, July 4, 1916, page 6.

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were for small residences, but also included a hospital addition, a dairy plant, and an annex to Franklin School.

In 1915, the Great Falls School District acquired five lots throughout the city for the construction of new schools and the expansion of existing facilities, including the Franklin School.<sup>22</sup> The lots for the Franklin School expansion were "...across the alley...on the west side, and will give that building almost the half block..." In February of 1916, the board reviewed preliminary sketches for the new building to site it south of the existing 1910 Franklin School.<sup>23</sup> The building was designed by school board architect George Maurey.<sup>24</sup> The building contractors were Rude and Searles while the heating contract was awarded to W.G. McPherson of Portland, Oregon.<sup>25</sup> The cost estimate for construction totaled \$38,202.<sup>26</sup> By June of 1916, the newspaper reported: "following two weeks of work...excavations have been completed, concrete has been poured for the footings, and work on the stone walls will be started next week..."<sup>27</sup> "The building will be a three-story structure, the plans calling for rock fashed (*sic*) Ashlar, with cut stone trimmings for the first story and brick trimmed with cement and stone for the second and third stories. There will be three main entrances on the first floor, one facing north and on each at the east and west sides."<sup>28</sup> Highlighting the new building on its west side was the planned construction of a "room to be devoted entirely to library purposes."<sup>29</sup> The new building connected to the existing building on the parcel.

The end of December witnessed the school trustees accepting the building with its opening scheduled for January 2 of the New Year (1917).<sup>30</sup> The final cost increased to \$45,000. With its construction, the new building was set to host six grades and boasted "two floors and the basement... 10 classrooms and two playrooms" that "will greatly facilitate the school work in that rapidly growing section of the city."<sup>31</sup>

By the 1930s, west side development in Great Falls continued to increase, as did the student body population at the Franklin School. At this time, a reported 718 children attended the school, the

<sup>22</sup> "Secure Lots on West Side," *Great Falls Tribune*, February 2, 1915.

<sup>23</sup> "Will Reduce Fire Dangers," *Great Falls Tribune*, February 8, 1916, page 8.

<sup>24</sup> "To Start Work on New School," *Great Falls Tribune*, June 29, 1916.

<sup>25</sup> "Franklin Building Well Under Way," *Great Falls Daily Leader* June 29, 1916, page 8; "Special Notice," *Great Falls Tribune* November 26, 1916, page 22.

<sup>26</sup> Franklin Building Well Under Way, *Great Falls Daily Leader* June 29, 1916, page 8.

<sup>27</sup> "Franklin Building Well Under Way," *Great Falls Daily Leader* June 29, 1916, page 8.

<sup>28</sup> "Franklin Building Well Under Way," *Great Falls Daily Leader* June 29, 1916, page 8.

<sup>29</sup> "The Children's Department Is Important Feature Of Library," *Great Falls Tribune*, December 17, 1916, page 23.

<sup>30</sup> "School Board Accepts Annex," *Great Falls Tribune*, December 21, 1916, page 16.

<sup>31</sup> "School Board Accepts Annex," *Great Falls Tribune*, December 12, 1916, page 16.

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only school available to serve a reported 491 homes in the immediate area.<sup>32</sup> The estimated capacity for the facility at the time was significantly less than the number enrolled, only 600 children. Unfortunately, relief would not come until later that decade when critical government funding became available to communities across the country reeling from the effects of the Great Depression. In 1938, the school district applied for PWA funding to build new facilities throughout the city.<sup>33</sup> This investment in the Franklin School represents the broader growth of the city during this period under PWA funding. Nearly \$750,000 of investment was projected in 1938 and included projects like airports, civic centers, fairgrounds, and schools.<sup>34</sup>

As the population grew and grade school curriculum expanded across the country, the need for additional devoted spaces to serve the student body at the Franklin School became evident. An increase in space was needed to keep up with educational demands and expectations sweeping the country during the first half of the twentieth century. This included providing students with a variety of learning spaces, both academically and physically, access to clean and sanitary facilities, and adequate lighting. To this end, the board pushed forward with the plan to construct extra space to the southern building with PWA money (the late 1930s additions).<sup>35</sup> The cost associated with the construction and other improvements was estimated at \$80,000. An associated bond election was soon set to match the federal funds.<sup>36</sup> Interestingly, early news reports only mention a western addition to the southern building.<sup>37</sup>

The additions and the proposed improvements would meet the needs of expanding area:

The modern schooling calls for greater facilities than the older schools poses (*sic*). That is why the Franklin School, for one, needs an auditorium, a library, manual and domestic arts rooms. With such additional facilities many constructive activities are possible which cannot be given our west side young people under existing conditions. More space, better light, rooms adapted to more extended uses, special rooms for special services – all these are needed if the schools of today are to begin to meet today's needs.<sup>38</sup>

Cottier & Herrington was selected as the architect.<sup>39</sup> An advertisement for bid appeared in November of 1938 for the plumbing and heating contract for the addition (still referred to as a

<sup>32</sup> "West Side School Serving 500 Homes, Rooms Crowded," *Great Falls Tribune*, July 10, 1931, page 8.

<sup>33</sup> "District to Ask PWA Grant For New School Buildings," *Great Falls Tribune*, June 8, 1938, page 10.

<sup>34</sup> "Boost Great Falls Building Activities," *Great Falls Tribune*, November 11, 1938.

<sup>35</sup> "District to Ask PWA Grant For New School Buildings," *Great Falls Tribune*, June 8, 1938, page 10. Construction began in 1938 but not completed for student use until 1939.

<sup>36</sup> "170,000 Special School Bond Election Is Set for August 10," *Great Falls Tribune* July 21, 1938, page 1.

<sup>37</sup> "let Government Help Rebuild Our Schools," *Great Falls Leader*, August 2, 1938, page 4.

<sup>38</sup> "Heads of City Schools Urges Voters to Approve Bond Issue," *Great Falls Tribune*, August 3, 1938. Page 12.

<sup>39</sup> "Boost Great Falls Building Activities," *Great Falls Tribune*, November 11, 1938.

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single addition).<sup>40</sup> By the middle of December, E.L. Cowen's bid was accepted to serve as general contractor with an amount of \$52,169. The plumbing and heating contract went to M.L. Drake for \$7,503, and the electrical to Great Falls Recording Studios with a bid of \$2,990.<sup>41</sup>

On January 10, 1939, the City of Great Falls issued a building permit for the new additions that noted two construction efforts on opposite sides of the southern building: "...being erected under a PWA project, will consist of wings to be added on the east and west sides of the present structure."<sup>42</sup> By April, "brick work on the Franklin school addition is about 40 percent finished."<sup>43</sup> The additions, built in a compatible neoclassical style, with differentiated yet historically sympathetic materials of stone and brick, included rooms devoted to an auditorium, a manual training room, a domestic science room, and a library.<sup>44</sup> Use of the new additions appeared to commence by September of the school year.<sup>45</sup> In November, the press noted, "...Franklin school additions are fireproof to a large extent...provided with the latest lighting features for protection of the eyes and all have large window areas...provided with the most modern gymnasium and athletic facilities to meet the physical needs of the students."<sup>46</sup>

***Native American Education and the Franklin School***

In the early 1900s, an area of Great Falls known as Smelter Hill became the site of an indigenous community. The location attracted Little Shell Chippewa, Cree, and Gros Ventre, and included up to 20 families. The Little Shell Chippewa originally came from North Dakota; their saga included forced removal to Canada after they refused to sign the McCumber Agreement.<sup>47</sup> After returning to the United States, many moved to Great Falls seeking work, as did other Chippewa, Cree and Gros Ventre.

In 1920, many were driven from an area on the west side of the Missouri River within the Great Falls city limits. The group moved outside of town, many to Hill 57, which became a makeshift community that lacked utilities. Located on the west side of Great Falls, Hill 57 was home to numerous Native Americans living outside of reservations and not associated with a recognized tribe. The homes in the settlement were largely made from found materials and the area's vernacular architecture comprised a large informally planned community. Ultimately, the

<sup>40</sup> "Advertisement For Bids," *Great Falls Leader*, November 30, 1938, page 8.

<sup>41</sup> "Cowen Is Low Bidder On general Contract For Franklin School," *Great Falls Tribune*, December 20, 1938, page 14.

<sup>42</sup> "Franklin School Addition Permit Is Issued Here," *Great Falls Leader*, January 10, 1939, page 6.

<sup>43</sup> "City's Ninth PWA Project Starts Soon," *Great Falls Tribune*, April 13, 1939, page 1.

<sup>44</sup> "Boost Great Falls Building Activities," *Great Falls Tribune*, November 11, 1938.

<sup>45</sup> "New Schoolrooms in Use as New Terms Open," *Great Falls Tribune*, September 7, 1939, page 7; "To Hold Open House," *Great Falls Tribune*, September 24, 1939, page 20.

<sup>46</sup> "Fireproofing Stressed in PWA Building," *Great Falls Leader*, October 11, 1939, page 4.

<sup>47</sup> Lynelle A. Peterson and Scott Wagers, "Ethnohistorical and Historical Overview of Smelter Hills in Great Falls and the Surrounding Area," Ethnoscience, Inc. for EBI Consulting, Phoenix, AZ, November 2007, page 17.

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community became the poster child for the poverty and plight that Native American and indigenous populations had come to know by the mid-twentieth century. Hill 57 gained national acknowledgment through the efforts of Sister Providencia to raise awareness of the homeless Indian population.<sup>48</sup> These groups faced unimaginable hardship and existed in abject poverty.<sup>49</sup> One report from the 1960s described the dire conditions of the communities on the hill: “many small homes were jammed with 15 or more people; most area Indians worked seasonal jobs at best; and most area children were doing poorly in school, in part because of high absenteeism.”<sup>50</sup> For those children who did attend school, they travelled each day to class at the Franklin School.

The reasons for the dire conditions endured by those of Hill 57 were many. Jurisdiction proved a major issue. Agencies associated with the city, county, and state often denied relief believing it was the Federal government’s role and responsibility to assist these groups while the Federal government assumed no responsibility for off-reservation, unenrolled, or non-recognized Indians.<sup>51</sup>

Federal Indian policies of Termination and Relocation instituted in the 1950s furthered the plight of Indian landlessness and poverty. Termination meant the Federal government could abandon its trust responsibilities to certain tribes with the result that Tribes who lost the services and annuities previously held through treaties, were forced to liquidate their assets to survive. The termination of the Turtle Mountain Chippewa Tribe in 1953, witnessed some families relocating to Great Falls and Hill 57 to live with their already poverty-stricken relatives. As if the policy of Termination didn’t prove horrendous enough for these groups, the Relocation policy displaced families to cities, failing to provide any avenue toward durable survival. Nor did the Federal government expand assistance to states or counties to handle the increasing numbers of people in need.<sup>52</sup> Through policies such as these, children of Hill 57 and similar nearby communities found their way to attend Franklin School.

As early as 1929, Hill 57 students attended Franklin School. Two rooms were apparently reserved for the children, organized under school superintendent I.W. Smith and approved by the Bureau

<sup>48</sup> Joan Bishop, “From Hill 57, Capitol Hill: ‘Making the Sparks Fly,’ Sister Providencia Tolan’s Drive on Behalf of Montana’s Off-Reservation Indians, 1950-1970,” *Montana the magazine of Western History* Vol 43 No. 3 (1993), page 17.

<sup>49</sup> Lynelle A. Peterson and Scott Wagers, “Ethnohistorical and Historical Overview of Smelter Hills in Great Falls and the Surrounding Area,” Ethnoscience, Inc. for EBI Consulting, Phoenix, AZ, November 2007, page 18.

<sup>50</sup> “Landless,” *Great Falls Tribune*, August 10, 1986.

<sup>51</sup> Montana Historical Society, Montana Women’s History, “Sister Providencia, Advocate for Landless Indians,” <https://montanawomenshistory.org/sister-providencia-advocate-for-landless-indians/#more-2217>, accessed January 9, 2025.

<sup>52</sup> Montana Historical Society, Montana Women’s History, “Sister Providencia, Advocate for Landless Indians,” <https://montanawomenshistory.org/sister-providencia-advocate-for-landless-indians/#more-2217>, accessed January 9, 2025.



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of Indian Affairs. Prior to the establishment of these classrooms, few Native American children from the Hill 57 area attended school at all.<sup>53</sup>

The education of Native American children in Great Falls was a contentious topic and often referred to in local reporting as the “Indian School Problem.”<sup>54</sup> Although some Hill 57 students actively attended Franklin School, in 1938, a proposal was introduced to establish two classrooms in the proposed west side community hall and branch library for the “...instruction of Indian children...”.<sup>55</sup> Some individuals, including several city aldermen, opposed classrooms for Native American children in both buildings. Others favored establishing classrooms. Reportedly, hundreds of citizens showed up to protest this proposal at a city council meeting. The town was evidently divided, with opposing petitions circulating throughout the city – one in favor with 247 signatures and one opposed with approximately 500 signatures. Efforts had also occurred to establish a completely segregated school for Native American children, whose population of school-aged children increased from 21 to 57 between 1933 and 1938.<sup>56</sup> These efforts all proved unsuccessful and education for Native American children continued at the Franklin School. The classrooms used to educate the children from Hill 57 were referred to as “Opportunity Rooms,” where boys and girls learned different crafts and trades including dress making and carving in addition to a regular curriculum.<sup>57</sup>

As early as 1944, allegations of unfair treatment of Native American pupils at the Franklin School became public. It was reported that the children were “...kept in separate rooms, have separate recess periods, and generally receive fewer educational advantages than the rest of the pupils.”<sup>58</sup> A subcommittee of the house Indian Affairs committee formed to investigate, and a series of hearings held in five western states to investigate Indian Affairs at the time. Segregation of the children was at the forefront of the discussion, to which witnesses testified.<sup>59</sup> Local groups, including the City Federation of Women’s Clubs and the First American Teepee Club, organized dedicated to improvements in this area and seeing that Native American children were given the same treatment as the white children. Ultimately, the allegations were denied by the local school district and dismissed as a local and state problem rather than a federal issue by the congressional committee.<sup>60</sup> Recent local news reports have again brought attention to this issue, stating that

<sup>53</sup> “City School Officials Deny Indian Pupils Mistreated,” *Great Falls Tribune*, August 5, 1944.

<sup>54</sup> “Indian School Problem Sent to Committee,” *Great Falls Tribune*, November 1, 1938.

<sup>55</sup> “Indian School Problem Sent to Committee,” *Great Falls Tribune*, November 1, 1938.

<sup>56</sup> “Indian School Problem Sent to Committee,” *Great Falls Tribune*, November 1, 1938.

<sup>57</sup> Montana Parade Special, *Great Falls Tribune*, May 23, 1943, page 13.

<sup>58</sup> “Falls Has Own Racial Problem,” *Great Falls Tribune*, August 3, 1944, page 1.

<sup>59</sup> “Falls Has Own Racial Problem,” *Great Falls Tribune*, August 3, 1944, page 1.

<sup>60</sup> “City School Officials Deny Indian Pupils Mistreated,” *Great Falls Tribune*, August 5, 1944.

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Native American students were segregated and kept in the basement of the school including an area referred to as a “holding cell.”<sup>61</sup>

By 1951, segregation of Native American children at public schools in Great Falls had drawn to a close. Robert Farnsworth, Superintendent of Schools, reported to the school board trustees that no segregation of students existed by October of that year though he acknowledged that “in previous years a separate room for Indian students was maintained in the Franklin school.”<sup>62</sup>

By 1954, the deplorable conditions faced by the Hill 57 residents, which included the children who attended Franklin School, continued. The *Great Falls Tribune* provided coverage of the city’s attempts to improve the conditions with many voicing their concerns and thoughts: “they are always putting it up to the Indians to assimilate, to make the adjustments. There would be no Indian problem if the whites would accept us.”<sup>63</sup> Reported discussions at this time mentioned the possibility of Congress passing “pending bills calling for lifting of federal supervision over the reservations.”<sup>64</sup> Blackfeet tribal councilman Iliff McKay stated that if this occurred with little thought, “the result may be many more Hill 57s.” Dorothy Bohn, the chairperson of the Community Council’s Indian Affairs Committee, noted one of the greatest acts of assistance by the Great Falls community for the occupants of Hill 57 was to “help them raise their standard of living and provide an education for their children.”<sup>65</sup>

Succinctly encapsulating the economic predicament that faced families who lived on Hill 57 to make the bare minimum to survive and allow their children to attend school, the *Great Falls Tribune* stated, “The ‘contract’ system of doing jobs takes the family away for months at a time and the children miss considerable school. Children feel they will be laughed at for being behind their classmates and often drop out of school altogether.”<sup>66</sup>

Additional issues also posed problems, namely the increase in discrimination as the entire student body aged. A former principal at Franklin School observed this effect firsthand : “white students accept their Indian classmates easily in the first two grades because kids don’t draw a color line that early... after they are in school for the first few years the Indian children find the attitude of their white friends changes...”.

<sup>61</sup> “Ceremony in Great Falls honors Indigenous children who died in boarding schools,” <https://www.krtv.com/news/great-falls-news/honoring-indigenous-children-who-died-in-boarding-schools>, accessed January 8, 2025.

<sup>62</sup> “Segregation In Schools Here Denied,” *Great Falls Tribune*, October 16, 1951, page 8.

<sup>63</sup> “Groups Studying Ways to Help Improve Conditions at Indian Settlements,” *Gret Falls Tribune*, February 21, 1954, page 55.

<sup>64</sup> “Groups Studying Ways to Help Improve Conditions at Indian Settlements,” *Gret Falls Tribune*, February 21, 1954, page 55.

<sup>65</sup> “Groups Studying Ways to Help Improve Conditions at Indian Settlements,” *Gret Falls Tribune*, February 21, 1954, page 55.

<sup>66</sup> “Groups Studying Ways to Help Improve Conditions at Indian Settlements,” *Gret Falls Tribune*, February 21, 1954, page 54.

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The end of segregated classes around 1950, appeared to yield a tangible and beneficial outcome: “there has been a marked improvement in relations between the Indian and white students.”<sup>67</sup> This belief was echoed by Elizabeth Kant, who instructed Native children for 12 years at Franklin School and stated, “it is unfortunate that children learn about the color line when they get out of the early grades and then practice discrimination.” Then pointing out the obvious, “Children can be cruel at times.”

Prior to the end of segregated classes, former Franklin School principal Jess Whitney estimated an enrollment of 80 to 85 Native American students “during his tenure” and proffered that number increased to 100 in 1954, attending both Franklin and Collins schools.<sup>68</sup> Whitney discussed “discontinuing segregation at the Franklin (*sic*) adding the Indian children at that school were considered the ‘best behaved’ group in the school.”

Unlike the histories of Native American Boarding Schools, the Franklin School represents a different component of the story of Native American education in the west, and one particularly important to those Native populations who only recently received Federal recognition. This is even more important when examining the impermanence of the Hill 57 community itself, as much of the built environment associated with the community no longer exists. When looking for traces of the history of the Hill 57’s occupants, the Franklin School stands out as an important local space where their stories remain.

***The Franklin School and the New Deal Era***

Like many communities across the country, Great Falls struggled throughout the Great Depression and benefited greatly from the programs of the New Deal. Beginning in the mid-1930s and continuing into the 1940s, the community was flooded with funding from the PWA, providing jobs to local workers and funding much needed infrastructure improvements.

The Federal Emergency Administration of Public Works, known as the PWA, occurred via Title II of the National Industrial Recovery Act on June 16, 1933. The Act called for billions of federal dollars focused on large-scale construction projects throughout the country ranging from dams to local civic or municipal buildings. The Act proved two-fold in its attempt to stabilize the economy through the rejuvenation of American industry and to create employment, both geared toward general public welfare. Over 34,000 projects found funding the following six years—this including a significant number of the new schools constructed during the 1930s.<sup>69</sup>

<sup>67</sup> “Groups Studying Ways to Help Improve Conditions at Indian Settlements,” *Great Falls Tribune*, February 21, 1954, page 54.

<sup>68</sup> “Hill 57 ‘Landless’ Indians Cited as Local Problem,” *Great Falls Tribune*, February 9, 1954, page 1.

<sup>69</sup> The Eleanor Roosevelt Papers Project, “Teaching Eleanor Roosevelt History: The Public Works Administration,” George Washington University, <http://www.gwu.edu/~erpapers/teaching/glossary/pwa.cfm>, accessed April 17, 2013.

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Between its inception in 1933 and its termination in 1941 and spending that exceeded \$6 billion dollars, the PWA's goal to boost the economy and lower unemployment to pre-depression levels failed. However, while some of the aims of the Act fell below expectations, it still provided a positive impact to the nation through the employment of a large number of skilled workers, establishing large construction contracts, and increasing and bettering power generation, sanitation, and civic infrastructure for the country. Significantly, the PWA provided "the federal government with its first systematic network for the distribution of funds to localities, ensured that conservation would remain an element in the national discussion, and provided federal administrators with a broad amount of badly needed experience in public policy planning."<sup>70</sup>

The program provided for up to 30% of a project's cost with funds allowable to cover material expenses and labor. Act amendments in 1935 allowed use of the grants for land acquisition, project management, and architectural and engineering fees.

Illustrating the impact of the PWA in Montana, the year 1937 witnessed approximately \$5,500,000 in PWA funding for construction alone. The funding spread across both new construction and additions to existing buildings, such as the additions on the south building of the Franklin School complex. Other projects included improvements to waterworks, drainage works, irrigation, sewers, public buildings, schoolhouses, and street paving. The grant application process proved exhaustive and time consuming.

The program was described by one local newspaper as "the program of public works designed to correct the economic ills, to provide employment, to rehabilitate areas in distress and most important to construct projects that will be regenerative, especially for irrigation, has met with favor by the people of Montana."<sup>71</sup>

Great Falls features many examples of lasting examples of PWA-era architecture. One notable example is the Civic Center, constructed in 1929 in the Art Deco style. Much of the funding for this building came from the program and the building still serves as the city's Civic Center to this day. New deal funding also started what would eventually become the Great Falls International Airport Improvement in 1937. The Montana Expo Park Buildings, built in 1937 and consisting of the Future Farmers building and a horse barn and a mercantile building were also the result of PWA funding.<sup>72</sup> The non-extant Montana School for the Deaf and the Blind, constructed in 1936 was another building funded by the PWA.<sup>73</sup> The US Post Office and Courthouse Extension was completed in 1938 and still serves the community today. The original post office and courthouse was built in 1912; the New Deal extension was completed by the same architect who built the original sections, James Knox. This building was added to the National Register of Historic Places

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<sup>70</sup> Ibid.

<sup>71</sup> "Water Conservation Is Stressed by Public Works Administration," *Great Falls Tribune*, June 20, 1937.

<sup>72</sup> "Living New Deal," Great Falls Sites, <https://livingnewdeal.org/us/mt/great-falls-mt/>, accessed January 30, 2025.

<sup>73</sup> Listed March 14, 1986, NR #86000681.

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in 1986.<sup>74</sup> School projects that received PWA funding other than the Franklin School included an expansion of the Roosevelt School and new construction of the Lowell and Whittier Schools.

The Franklin School illustrates how PWA funding was applied to educational facilities and is significant of this association in Great Falls as part of this larger movement across the country.

***Daily Life at Franklin School***

Like many schools, Franklin School served beyond the usual educational functions. It hosted recitals, Cub Scout meetings, PTA meetings and study groups, the showing of children's films, a mother's chorus, Girl Scout events to name only a few.<sup>75</sup> Franklin School also served routinely as a voting precinct.<sup>76</sup> Occasionally, the gymnasium found use by the local churches. Flooding in June of 1953 resulted in the Bethel Lutheran Church to move their gathering to the Franklin auditorium with Reverend Murk announcing, "everyone come as you are."<sup>77</sup>

Events outside the usual happened upon occasion, such as when six Franklin School children were bitten by dogs within seconds of each other while on the playground.<sup>78</sup> The dog dilemma proved such a problem that on the day of the bitings, 14 dogs were reported roaming the playgrounds.

All in all though, the Franklin School complex operated and served its educational function with limited fanfare. Little news appeared in the papers outside of the usual goings-on during the 1960s and 1970s. Reporting consisted of the routine: PTA meetings, student participation in school events and projects, club meetings, and the school serving to host as a voting venue. The property commonly appeared in classifieds as a landmark to orient potential buyers of property in the surrounding area.

In 1975, Franklin School received two Native American teaching interns from the College of Great Falls.<sup>79</sup> The presence of the interns was two-fold, to obtain individualized training toward becoming teachers and also "that their presence in the classroom helps to create cultural awareness in all students."

<sup>74</sup> "Living New Deal," Great Falls Sites, <https://livingnewdeal.org/us/mt/great-falls-mt/>, accessed January 30, 2025.

<sup>75</sup> "David Konecny, 8, Gives Two Recitals," *Great Falls Tribune*, January 8, 1950, page 28; "Boy Scout News, Activities," *Great Falls Tribune*, March 20, 1950, page 7; "Franklin PTA Study Group," *Great Falls Tribune*, March 26, 1950, page 36; "Children's Film," *Great Falls Tribune*, March 27, 1950, page 7; "Mother's Chorus Meets Today at Franklin School," *Great Falls Tribune*, February 4, 1954, page 14; "Girl Scout Camping Caravan to Train Montana, Idaho Leaders Here May 19, 20," *Great Falls Tribune*, May 14, 1955, page 4;

<sup>76</sup> "School Board Approves Voting Precincts Plan," *Great Falls Tribune*, February 2, 1954, page 8.

<sup>77</sup> "Bethel Lutheran," *Great Falls Tribune*, June 6, 1953, page 3.

<sup>78</sup> "Sure Sign of Spring—Canines Running at large Stir Spirited Debate in City Council Meeting," *Great Falls Tribune*, March 24, 1953, page 8.

<sup>79</sup> "Indian interns attend session," *Great Falls Tribune*, August 22, 1975, page 10.

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In 1984, a proposal occurred to bus students from other areas to Franklin School. The proposal proved contentious as comments made by the parents of the kids slated to take the buses voiced opposition in apparently disparaging and condescending fashion. The comments resulted in a back-and-forth with the enraged populace of the Franklin neighborhood.<sup>80</sup>

In 1985, a committee recommended closing Franklin School and selling the property.<sup>81</sup> The closure would result in the Franklin students attending the West Junior High building. By May 24, a notice to sell the property appeared in the *Great Falls Tribune* and in June, the school officially closed its doors bringing an end to the property's use for education.<sup>82</sup>

**Architectural Significance**

With a major push from Chicago's World's Columbian Exposition in 1893, interest in the Neo-Classical Revival style gathered momentum with noted architects of the time designing many of the buildings used to house the exhibits.<sup>83</sup> The style proved popular in the United States through 1940 with its greatest popularity occurring from 1900 to 1929, a range that brackets the original 1910 construction of the Franklin School and the second 1916 construction effort to the south of the 1910 building.<sup>84</sup>

Attributes associated with Neo-Classic design often include one to two-and-a-half story elevations, general symmetry with balanced facades and layouts that provides "a sense of calm and order," simplicity in form and color avoiding unnecessary ornamentation, flatter shading and lighting due to reduced projections and recesses, the use of round arches, flatter bas-relief elements, a balance of geometric shapes and straight lines, decorative surrounds on doorways, side-lights and transoms, and the use of double-hung window units (often in a variety of window configurations). Entries often feature pediments and triangular gables. Columns may appear in the style. The use of wings also occurred, though in the case of the Franklin School, their existence is owed to the two additions attached to the east and west walls of the 1916 building.<sup>85</sup>

<sup>80</sup> "Rude comments," *Great Falls Tribune*, January 26, 1984, page 8.

<sup>81</sup> "Franklin closure, sale recommended," *Great Falls Tribune*, May 11, 1985, page 1.

<sup>82</sup> "Notice to Sell or Otherwise Dispose of Property of School District No. 1, Cascade County, Great Falls, Montana," *Great Falls Tribune*, May 24, 1985, page 20; "School principals transferred," *Great Falls Tribune*, June 8, 1985, page 8.

<sup>83</sup> Antique Homes Style, *Neoclassical Revival Style – 1895 to 1950*, <http://www.antiquehomestyle.com/styles/neoclassical.htm>, accessed April 4, 2023.

<sup>84</sup> *Architectural Styles of America and Europe*, Neoclassical Revival, <https://architecturestyles.org/neoclassical/>, accessed April 4, 2023.

<sup>85</sup> Indiana Department of Natural Resources, *Neo-Classical Revival Style*, <https://www.in.gov/dnr/historic-preservation/learn-about-topics/buildings-and-bridges/architectural-styles/neo-classical-revival-style/#:~:text=The%20Neo%2DClassical%20Revival%20style%20is%20identified%20by%20its%20use,projecting%20from%20the%20main%20structure>, accessed April 4, 2023; Architectural Course.org, "Neoclassical Architecture: Characteristics, History, and Modern Influence," <https://www.architecturalcourse.org/learn/neoclassical-architecture>, accessed January 13, 2025.

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The 1938/1939 additions on the south building are best described as Stripped Neo-Classic—a style that displays understated or muted attributes typically associated with Classical or Neo-Classical architecture. The presentation leans toward exhibiting certain cues from the larger style but with even less ornamentation. This can occur for a variety of reasons, but cost may often be a consideration.

Although the two buildings that comprise the Franklin School display some alterations from their original construction, they easily retain sufficient integrity to impart their architectural roots. Both reflect the elevational standards associated with the style and present stunning symmetry and balance. Straight lines and geometric shapes dominate their appearance. While undoubtedly attractive, both present restrained ornamentation mostly limited to round arches and handsome foundational/lower story stone work. Although the window openings presently hold tri-part units, they originally boasted the double-hung units associated with the style. The main entries of both the 1910 and 1916 buildings remain, albeit, with some change, though both continue to present pediments and low-slope gables covering the doorway.

The property stands as a sound example of Neoclassical Revival-style architecture as applied to Great Falls public schools. To place the Franklin School in a clearer historical and architectural context, other Great Falls schools were examined from this period of development to compare and assess the Franklin School among both its National Register-listed and otherwise documented peers in Great Falls.<sup>86</sup>

Of the extant school buildings in Great Falls, two are currently listed in the National Register and both served as the city's high school. The first and oldest was originally built as Central High School in 1896.<sup>87</sup> Designed in the Richardsonian Romanesque style, the school was eventually known as Paris Gibson Junior High and today operates as the Paris Gibson Square Art Museum; this building has undergone a number of alterations including the loss of a historic annex, loss of a prominent clock tower, and limited interior alterations to accommodate its new function as an art museum. Despite these alterations, the building still retains sufficient integrity to remain listed in the National Register.<sup>88</sup>

The second National Register-listed building is Great Falls High School.<sup>89</sup> Constructed in 1930 in the Collegiate Gothic style, the campus continues to serve as the city's high school to this day. The school has excellent integrity but does have alterations similar to those found in the Franklin School. This includes downsized/reduced window openings and replacement windows throughout. The school also features several modern additions.

<sup>86</sup> "Great Falls Schools Showing their Age," *Great Falls Tribune*, May 26, 2015.

<sup>87</sup> Listed September 1, 1976, NR #760001120.

<sup>88</sup> "Great Falls Schools Showing their Age," *Great Falls Tribune*, May 26, 2015.

<sup>89</sup> Listed March 20, 2013, NR #13000097.



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Of the purpose-built elementary schools or ungraded schools from the late nineteenth through the early decades of the twentieth century, several buildings are still extant. Many have been altered to varying degrees and many serve different functions than originally planned. These include the Washington School (built 1909, 1015 1<sup>st</sup> Avenue) which now serves as private office building; McKinley School (built 1906, 1601 6<sup>th</sup> Avenue N) now Great Falls Vineyard Church; Roosevelt School (built 1928, 2501 2<sup>nd</sup> Avenue), currently a healthcare facility; and Emerson Elementary (built 1916, 1220 3<sup>rd</sup> Avenue), which currently houses a head start program. Of the extant buildings, many contain heavily altered or downsized/infilled windows and modern additions. Both the original Longfellow and Lincoln schools have been replaced by new iterations, though the historic Whittier School at 305 8<sup>th</sup> Street North continues to stand and serve as an educational facility.

The Franklin School stands out among its peers as a fine example of a primary grade school in Great Falls. While the school has undergone notable interior alterations, the exterior integrity remains largely intact and expressive of the Neoclassical Revival style and illustrative of the growth of the school throughout its period of significance. The building also still exemplifies its historical association with the growth and development of educational institutions in Great Falls, as well as its association with PWA funding. Further, the Franklin School also appears to be one of the only public school buildings associated with Native American education in Great Falls.

***Discussion of Architects******1910 Building: Donovan and Rhoads***

Architect W.E. Donovan designed many buildings in Great Falls, Montana. He was born in Omaha, Nebraska in 1872, then moved to Helena, Montana in 1899 before moving to Great Falls shortly after. In Great Falls he is credited with designing the Elks' Temple, the Black Eagle School, The Herbert Strain home, the O. F. Wadsworth home and the home of Dr. F. J. Adams. Donovan was involved with the National Register-listed C.B. Power Bungalow in Wolf Creek, Montana after he took over from architect Robert C. Reamer who was occupied with projects in Yellowstone National Park.<sup>90</sup> This masterful example of the rustic Craftsman/Bungalow style survives as a bed and breakfast today. In 1915 Donovan moved to Chicago to make arrangements to manufacture a blueprint printing machine called the Two-Way Blue Print process.<sup>91</sup> He died in Havre, Montana in 1924.<sup>92</sup>

Burt L. Rhoads is listed in the 1910 Great Falls directory as residing on 3<sup>rd</sup> Avenue North and an Ida R. Rhoads is listed as the principal at Franklin School, also teaching 6<sup>th</sup> grade in 1910.<sup>93</sup> Further documentation places the Rhoads family in Kalispell, Montana in 1913 and then in

<sup>90</sup> John Phillips, "C. B. Power Bungalow," National Register of Historic Places Registration Form, (Washington, DC: US Department of the Interior, National Park Service, 1995), Section 8.

<sup>91</sup> "Makes Invention of Much Promise", *Great Falls Tribune*, December 30, 1915, Page 6.

<sup>92</sup> "Donovan Dies of Stroke at Sister's Home", *Great Falls Tribune*, May 8, 1924, Page 9.

<sup>93</sup> "School Bells Will Ring This Morning", *Great Falls Tribune*, September 6, 1910, Page 10.



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Denver as early as 1915.<sup>94</sup> In Denver, he became the Chief Engineer of the Gates Rubber Company, designing many of their factory buildings (since demolished). A known commission of Rhoads' in Denver is the threatened Carmen Court, a 1925 Pueblo Revival multi-unit building at 900 E. 1<sup>st</sup> Avenue (extant). Burt's older brother Harry Rhoads was a successful newspaper photographer in Denver for almost 70 years and his sister Hazel married Charles C. Gates of the Gates Rubber Company.<sup>95</sup>

Donovan & Rhodes were very active in up-and-coming Great Falls in the years surrounding the original Franklin School building design and construction. Plans were being prepared by them in 1909 for a public market on the north side of Second Avenue south near Fifth Street.<sup>96</sup> A First Unitarian church in Great Falls they designed began construction in September of 1911.<sup>97</sup> The façade of the Alcazar theater (demolished) was redesigned by them in 1912 and said to rival anything in the line of moving picture fronts anywhere in the country.<sup>98</sup> They also designed a new front to Nate Wertheim & Co. in 1912, which included window displays and considered one of the most modern store fronts of its time.<sup>99</sup>

*1910 Portico Enclosure: Bird & Van Teylingen*

The local history museum in Great Falls holds a file of a drawing for the front portico on the north side of the 1910 building signed by Bird & Van Teylingen. It details knee walls on the sides with fixed divided light windows above. The primary double doors on the north side have a transom above. This enclosure looks to have survived until the 1989-1990 remodel, as it appears on a circa 1990 photo taken around the time of the remodel.<sup>100</sup>

<sup>94</sup> "Alice Rhoads Page", obituary, *The Missoulian*, April 15, 1991, Page 11.

<sup>95</sup> Community Planning and Development Memo Report of Findings for Certificate of Demolition Eligibility, Denver Community and Planning Department, March 24<sup>th</sup> 2020.

<sup>96</sup> "Plans for New Market Place", *The Great Falls Leader*, July 22, 1909.

<sup>97</sup> "Unitarians Dedicate New Church Sept. 24", *The Great Falls Leader*, September 16, 1911

<sup>98</sup> "Alcazar Is To Be Remodeled", *The Great Falls Leader*, January 10, 1912, page 2.

<sup>99</sup> "New Modern Store Front", *The Great Falls Leader*, July 31, 1912, page 8.

<sup>100</sup> "Enclosure of Front Porch for the Franklin School", *Bird & Van Teylingen*, Cascade County Historical Society. Undated.

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*1916 Building: George Maurey (architect)*

Very little is known about the life of architect George Maurey. However, he is mentioned in a 1984 article as a notable Great Falls architect who designed the Franklin School 1916 building and an addition to the Paris Gibson Junior High.<sup>101</sup> Maurey appears in a 1919 article that places him in Great Falls still as a practicing architect.<sup>102</sup>

*1916 Building: Rude & Searles (builder/contractor)*

Contractors Rude & Searles were very active in Great Falls and the surrounding smaller up-and-coming towns through the 1910s. They worked on the local high school and other elementary schools in Great Falls, in addition to the Franklin School.<sup>103</sup>

*1938: Cottier & Herrington (architect); E.L. Cowen (builder/contractor)*

Arthur Kester Herrington, originally from Akron, Ohio, attended Montana State College from 1925-1927, receiving a degree in architecture. He worked as a draftsman for several firms in Great Falls beginning in 1928 before partnering with G. Gordon Cottier. After graduating from Montana State College in 1925 with a degree in engineering, Cottier helped design a new student residence at Montana State College in Bozeman, completed in 1934.<sup>104</sup>

Glenn Gordon Cottier also graduated from Montana State College after which he gained employment in Milwaukee and San Francisco. He joined well known architect George Shanley assisting on the Columbus Hospital building in Great Falls. After his time with Shanley, Cottier worked with Harrington in Great Falls—several of the buildings at the Montana State Fairgrounds in Great Falls bear his design. By 1947, Cottier relocated to Washington State.<sup>105</sup>

**Conclusion**

The Franklin School at 820 1<sup>st</sup> Avenue SW is significant at the local level under Criterion A and Criterion C. The two-building complex was constructed over a series of building campaigns between 1910 and 1938 and operated as a public school until 1985. For decades, the Franklin School campus served elementary aged children from the city's west side. By the 1980s however, the school district struggled both financially and with dropping enrollment and schools across the district were being considered for closure. The idea of closing the Franklin School was floated early in 1985, and later that year the school board voted to close both the Franklin and Russel

<sup>101</sup> "Building survey lists architects, contractors," *Great Falls Tribune*, March 25, 1984, page 132.

<sup>102</sup> "Will Cut Wood From White Bear Above Town A Couple of Miles," *The Great Falls Leader*, December 6, 1919, page 10.

<sup>103</sup> "Trio of School House Contracts," *Great Falls Tribune*, June 19, 1917, page 13.

<sup>104</sup> "2 Falls Students Graduate From Montana State College," *Great Falls Tribune*, June 7, 1925, page 6.; "Mr. and Mrs. G. G. Cottier Leave for Bozeman," *Great Falls Tribune*, December 3, 1933, page 8.

<sup>105</sup> Biographical sketch on Glenn Gordon "Dode" Cottier, on file at the Montana State Historic Preservation office, Helena, MT.

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schools.<sup>106</sup> When Franklin closed its doors, it was noted as being the “city’s oldest school.”<sup>107</sup> One young student, a fourth grader who attended the school in its final year even said of her soon to be alma mater: “It’s an old school...its like a landmark or something.”<sup>108</sup>

Shortly after the closure of the Franklin School, new uses were proposed to meet another growing need of the community: low-income housing. Before the end of the decade, plans were developed to turn the complex into apartments. During this time, several large-scale material changes were undertaken as part of the renovation. The apartments were again renovated in 2010-2011, largely following the same plans as the 1989 project. Today, the property continues to operate as the Franklin School Apartments.

Overall, the evolution of the building is a direct reflection of the growth and development of Great Falls and public-school education. The school is one of the few extant purpose-built elementary schools in Great Falls that cumulatively reflects multiple periods of growth in educational development in the city, beginning with early expansion of elementary education on the city’s west side, the growth through the first two decades of the 1900s, and finally into the New Deal era with PWA funded additions.

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<sup>106</sup> Lance Lovell, “School board votes to close Russel, Franklin schools,” *Great Falls Tribune*, May 14, 1985, page 1.

<sup>107</sup> Lance Lovell, “Franklin School alumni bid farewell to city’s oldest school,” *Great Falls Tribune*, June 7, 1985, page 11.

<sup>108</sup> “Schools,” *Great Falls Tribune*, June 13, 1985, page 2.

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Franklin School

Name of Property

Cascade Co., MT

County and State

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Franklin School

Name of Property

Cascade Co., MT

County and State

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Franklin School

Name of Property

Cascade Co., MT

County and State

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Franklin School

Name of Property

Cascade Co., MT

County and State

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Sanborn Fire Insurance Map from Great Falls, Cascade County, Montana, 1929, 1950. Library of  
Congress.

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**Previous documentation on file (NPS):**

☒ preliminary determination of individual listing (36 CFR 67) has been requested

[Approval Pending; NPS #48589]

☐ previously listed in the National Register

☐ previously determined eligible by the National Register

☐ designated a National Historic Landmark

☐ recorded by Historic American Buildings Survey # \_\_\_\_\_

☐ recorded by Historic American Engineering Record # \_\_\_\_\_

☐ recorded by Historic American Landscape Survey # \_\_\_\_\_

**Primary location of additional data:**

☒ State Historic Preservation Office

☐ Other State agency

☐ Federal agency

☐ Local government

☐ University

☐ Other

Name of repository: \_\_\_\_\_

**Historic Resources Survey Number (if assigned):** \_\_\_\_\_

Franklin School  
Name of Property

Cascade Co., MT  
County and State

## 10. Geographical Data

**Acreage of Property** 1.5480

Use either the UTM system or latitude/longitude coordinates

### Latitude/Longitude Coordinates

Datum if other than WGS84: \_\_\_\_\_

(enter coordinates to 6 decimal places)

1	Latitude: 47.506794	Longitude: -111.327066
2	Latitude: 47.506788	Longitude: -111.325512
3	Latitude: 47.506788	Longitude: -111.325522
4	Latitude: 47.505947	Longitude: -111.327030

### Verbal Boundary Description (Describe the boundaries of the property.)

The Franklin School is located in northwestern Great Falls in T20N R3E S11, Lots 1 Block 577. The property is bounded to the north by 1<sup>st</sup> Avenue SW, south by 2<sup>nd</sup> Avenue SW, west by 9<sup>th</sup> Street SW, and west by a chain-link fence and a north-south trending alley that marks the eastern property line. See attached maps Section 9 pages 41 and 42; reference to these maps confirms that boundary.

### Boundary Justification (Explain why the boundaries were selected.)

Cascade County Parcel 3000, T20N R3E S11, Lots 1 Block 577 is the legal boundary description associated with the Franklin School and encompasses the land and buildings historically associated with the Franklin School.

## 11. Form Prepared By

name/title: Noel Weidner, Consultant  
organization: Ryan, LLC  
street & number: 227 W. Monroe Street Suite 4200  
city or town: Chicago state: IL zip code: 60606  
e-mail: noel.weidner@ryan  
telephone: 708-556-3264  
date: 12/11/2024

Property Owner: Kirk Bruce, Charles Street, LLC  
Street & number: PO Box 725378  
City or town: Berkley state: MI zip code: 48072  
e-mail: kirk@a-developers.com  
telephone: (248) 268-3289

Franklin School

Name of Property

Cascade Co., MT

County and State

## Additional Documentation

Submit the following items with the completed form:

1. **Maps:** A USGS map or equivalent (7.5 or 15 minute series) indicating the property's location.
2. **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
3. **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

## Photographs

### Photo Log

Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: Montana

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph(s) and number, include description of view indicating direction of camera:

1 of \_\_\_\_.

See Continuation Sheets

**Paperwork Reduction Act Statement:** This information is being collected for nominations to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.). We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB control number.

**Estimated Burden Statement:** Public reporting burden for each response using this form is estimated to be between the Tier 1 and Tier 4 levels with the estimate of the time for each tier as follows:

Tier 1 – 60-100 hours  
Tier 2 – 120 hours  
Tier 3 – 230 hours  
Tier 4 – 280 hours

The above estimates include time for reviewing instructions, gathering and maintaining data, and preparing and transmitting nominations. Send comments regarding these estimates or any other aspect of the requirement(s) to the Service Information Collection Clearance Officer, National Park Service, 1201 Oakridge Drive Fort Collins, CO 80525.

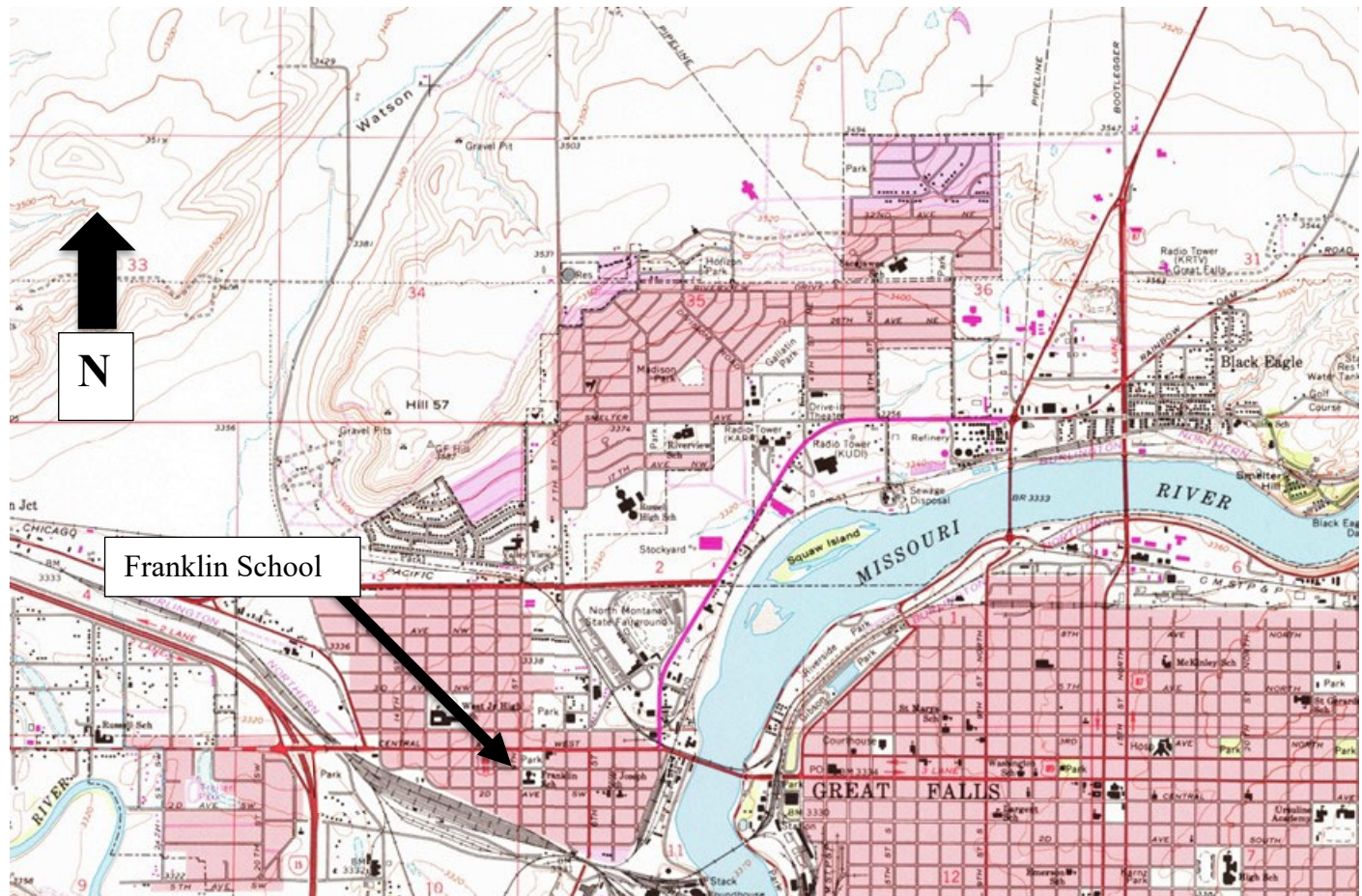
Franklin School

Name of Property

Cascade Co., MT

County and State

## Maps, Aerials, and Blueprints



Location of Franklin School, found on the Northwest Great Falls 7.5' quadrangle map.

Latitudes and Longitudes presented below correspond to corner points presented on topographic and aerial maps, Section 9 pages 41 and 42

1 Latitude: 47.506794	Longitude: -111.327066
2 Latitude: 47.506788	Longitude: -111.325512
3 Latitude: 47.506788	Longitude: -111.325522
4 Latitude: 47.505947	Longitude: -111.327030

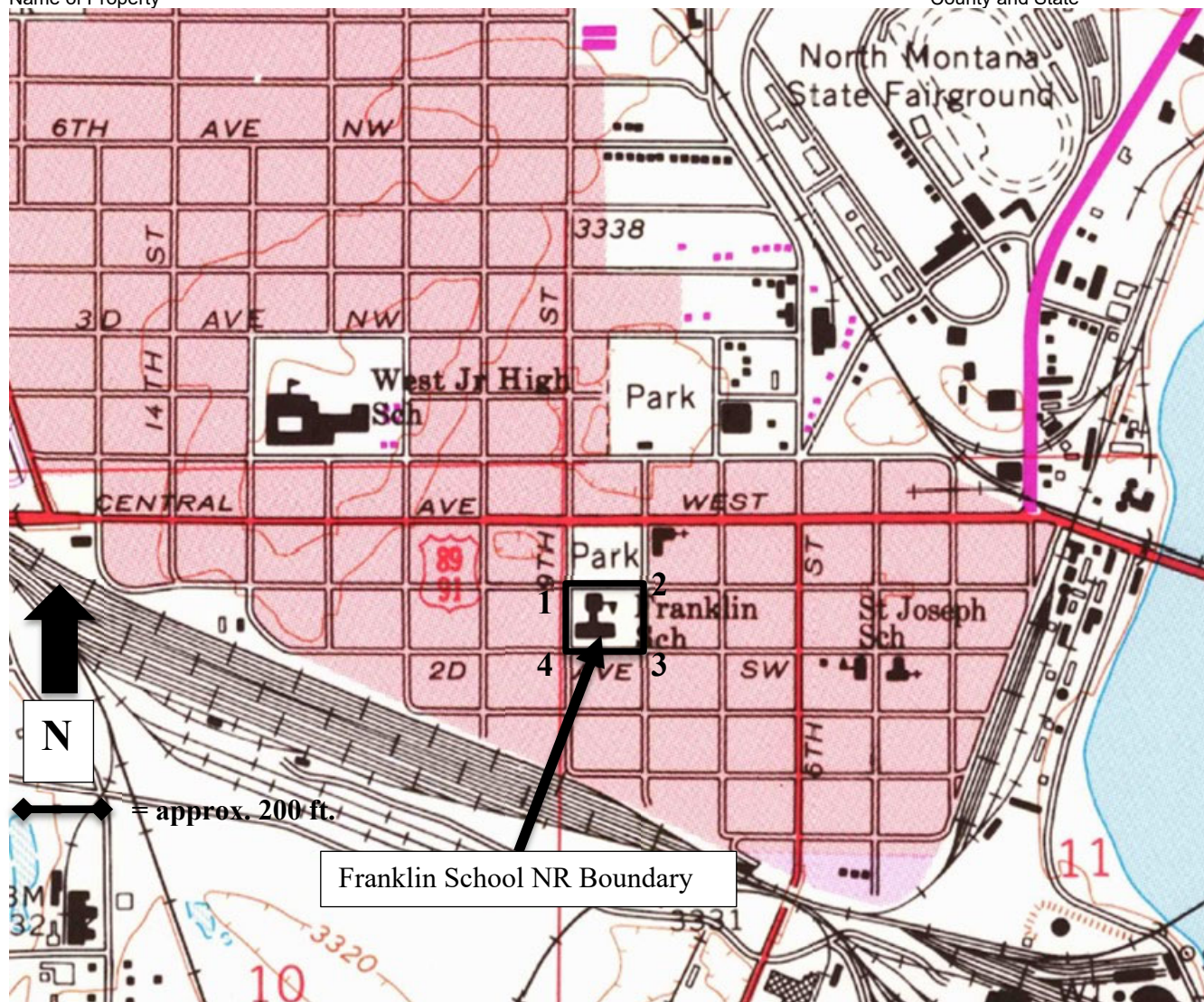


Franklin School

Name of Property

Cascade Co., MT

County and State



Location of Franklin School. Found on the 7.5' Northwest Great Falls quadrangle map.

Latitudes and Longitudes presented below correspond to corner points presented on aerial map, Section 9 page 42.

1 Latitude: 47.506794	Longitude: -111.327066
2 Latitude: 47.506788	Longitude: -111.325512
3 Latitude: 47.506788	Longitude: -111.325522
4 Latitude: 47.505947	Longitude: -111.327030

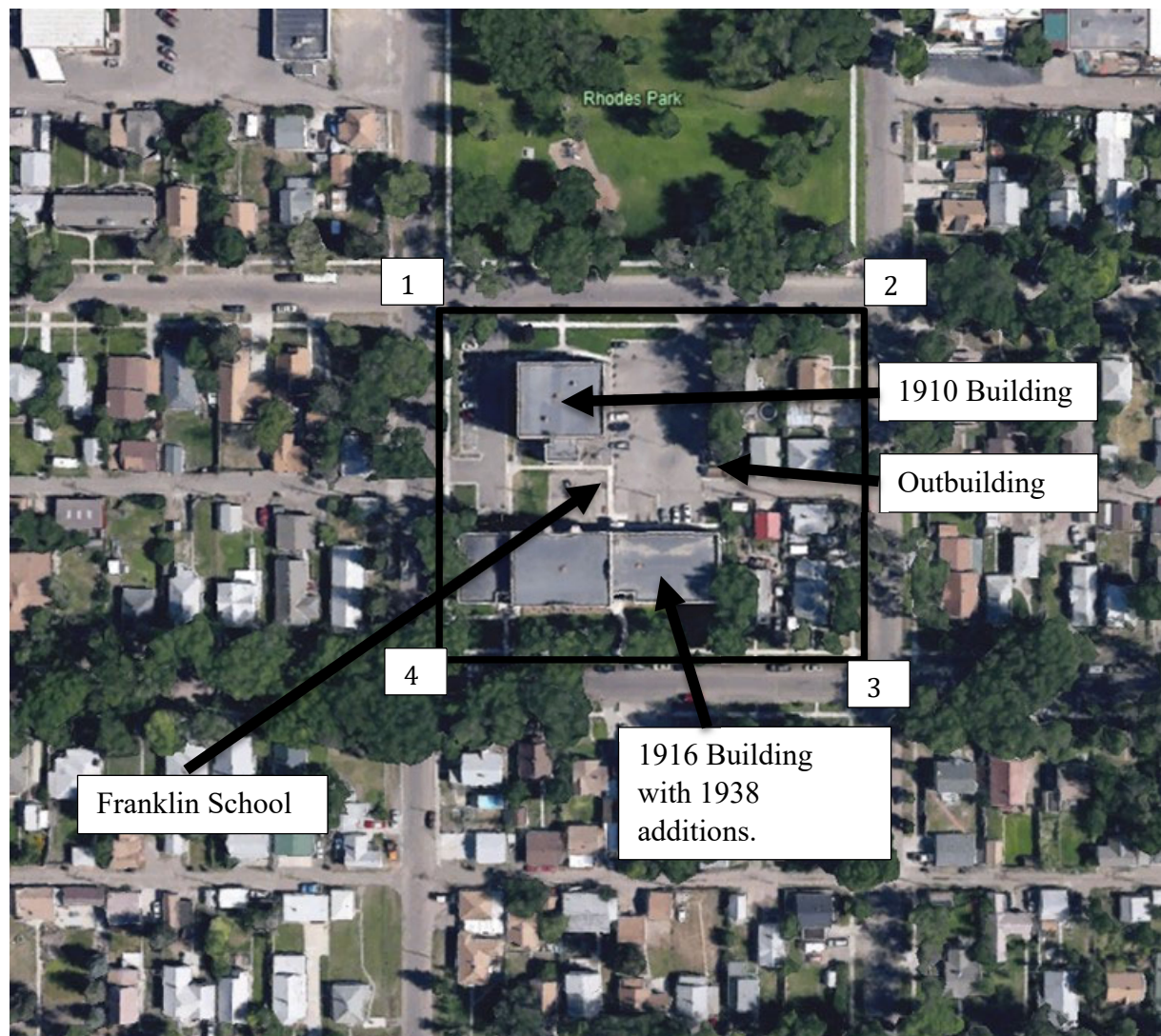


Franklin School

Name of Property

Cascade Co., MT

County and State



Aerial View of location of Franklin School. 100 ft =

1	Latitude: 47.506794	Longitude: -111.327066
2	Latitude: 47.506788	Longitude: -111.325512
3	Latitude: 47.506788	Longitude: -111.325522
4	Latitude: 47.505947	Longitude: -111.327030



Franklin School

Name of Property

Cascade Co., MT

County and State



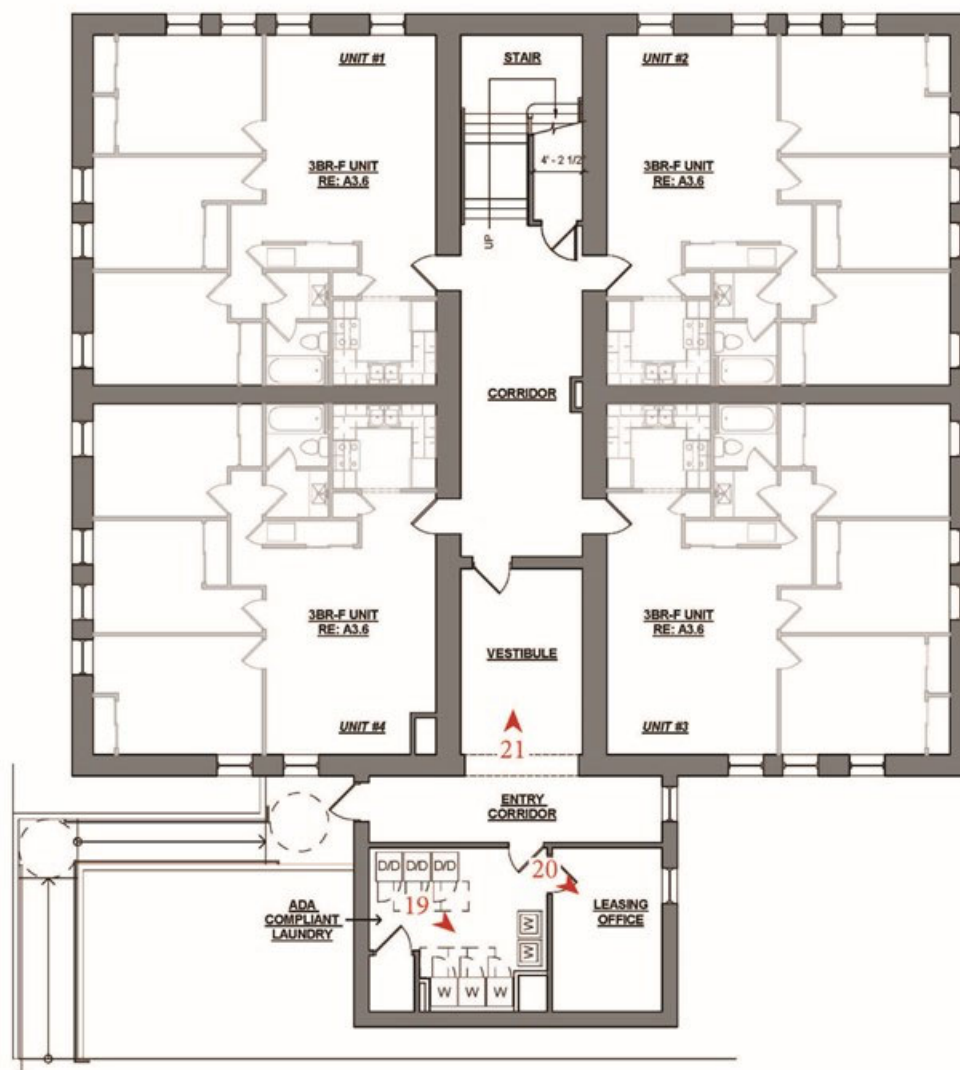
Aerial View and keyed site plan of Franklin School.

Franklin School

Name of Property

Cascade Co., MT

County and State



Franklin School. 1910 Building Floorplan, Basement. Courtesy of True Craft Architecture, LLC, Baton Rouge, LA.

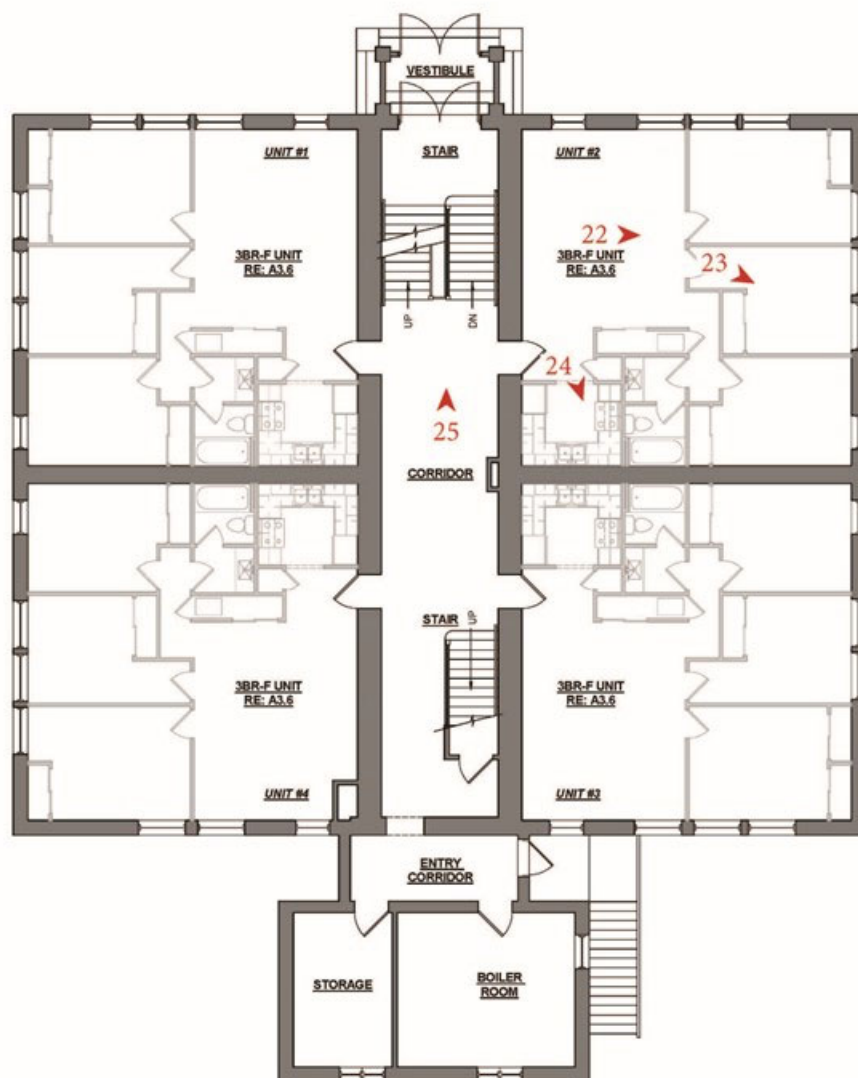


Franklin School

Name of Property

Cascade Co., MT

County and State



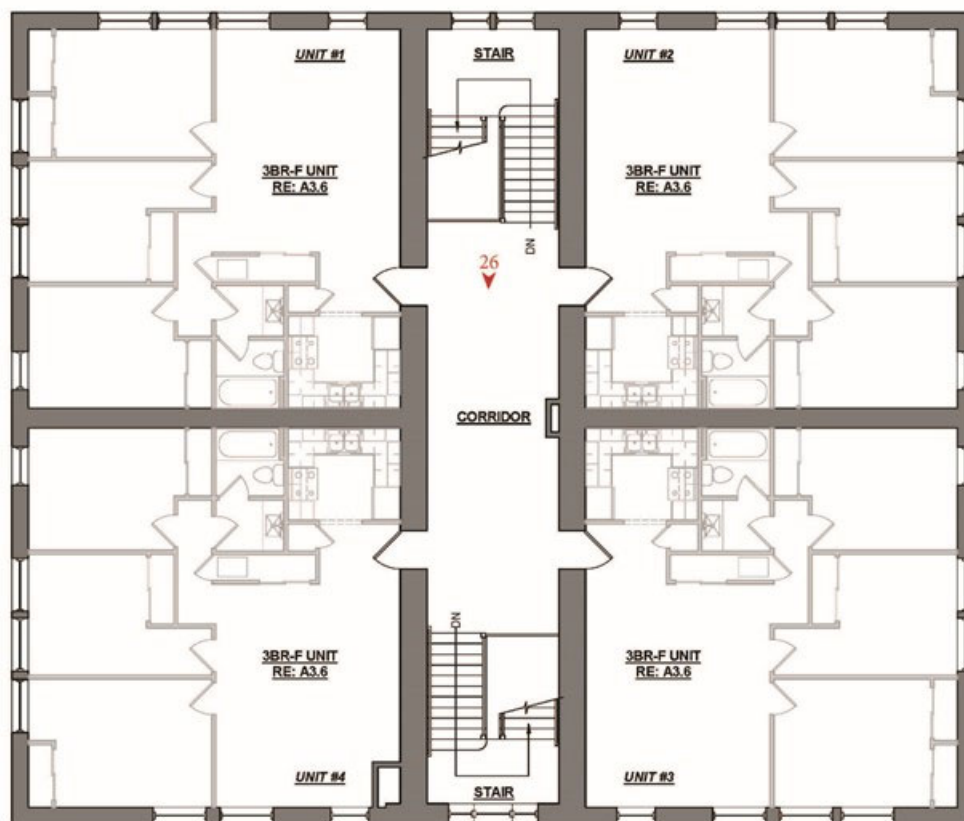
Franklin School. 1910 Building Floorplan, First Floor. Courtesy of True Craft Architecture, LLC, Baton Rouge, LA.

Franklin School

Name of Property

Cascade Co., MT

County and State



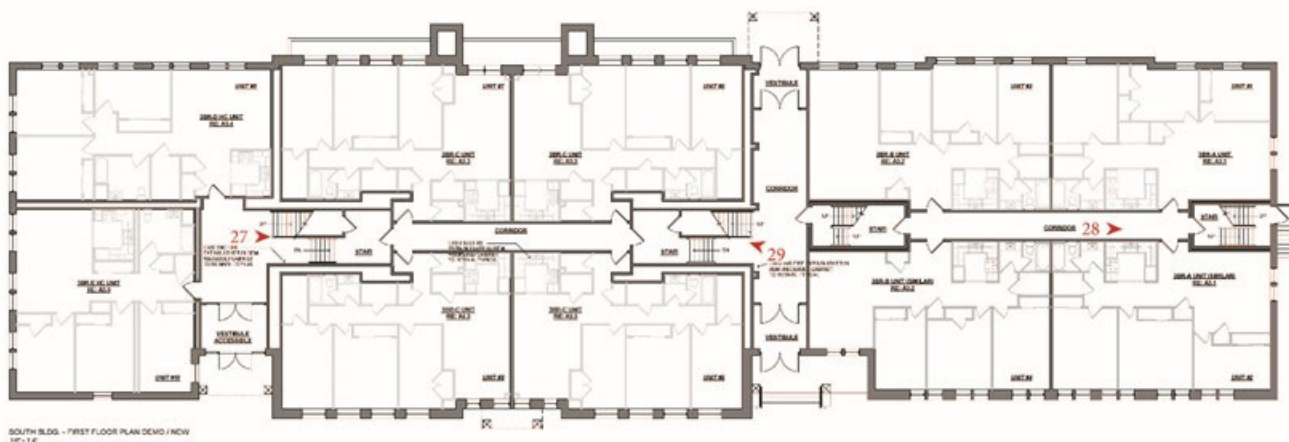
Franklin School. 1910 Building Floorplan, Second Floor. Courtesy of True Craft Architecture, LLC, Baton Rouge, LA.

Franklin School

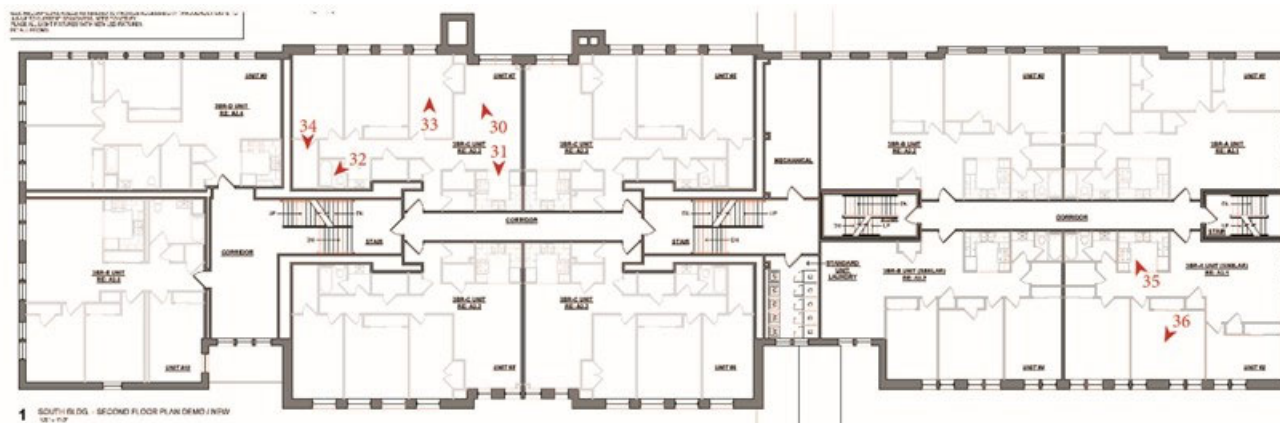
Name of Property

Cascade Co., MT

County and State



Franklin School. 1916 Building Floorplan, First Floor. Courtesy of True Craft Architecture, LLC, Baton Rouge, LA.



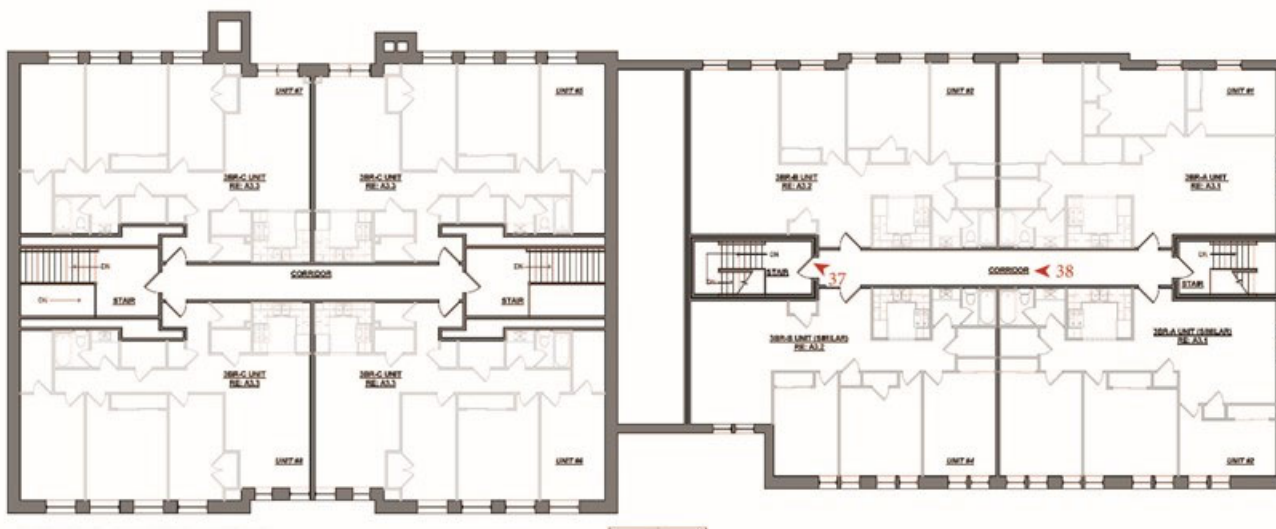
Franklin School. 1916 Building Floorplan, Second Floor. Courtesy of True Craft Architecture, LLC, Baton Rouge, LA.

Franklin School

Name of Property

Cascade Co., MT

County and State



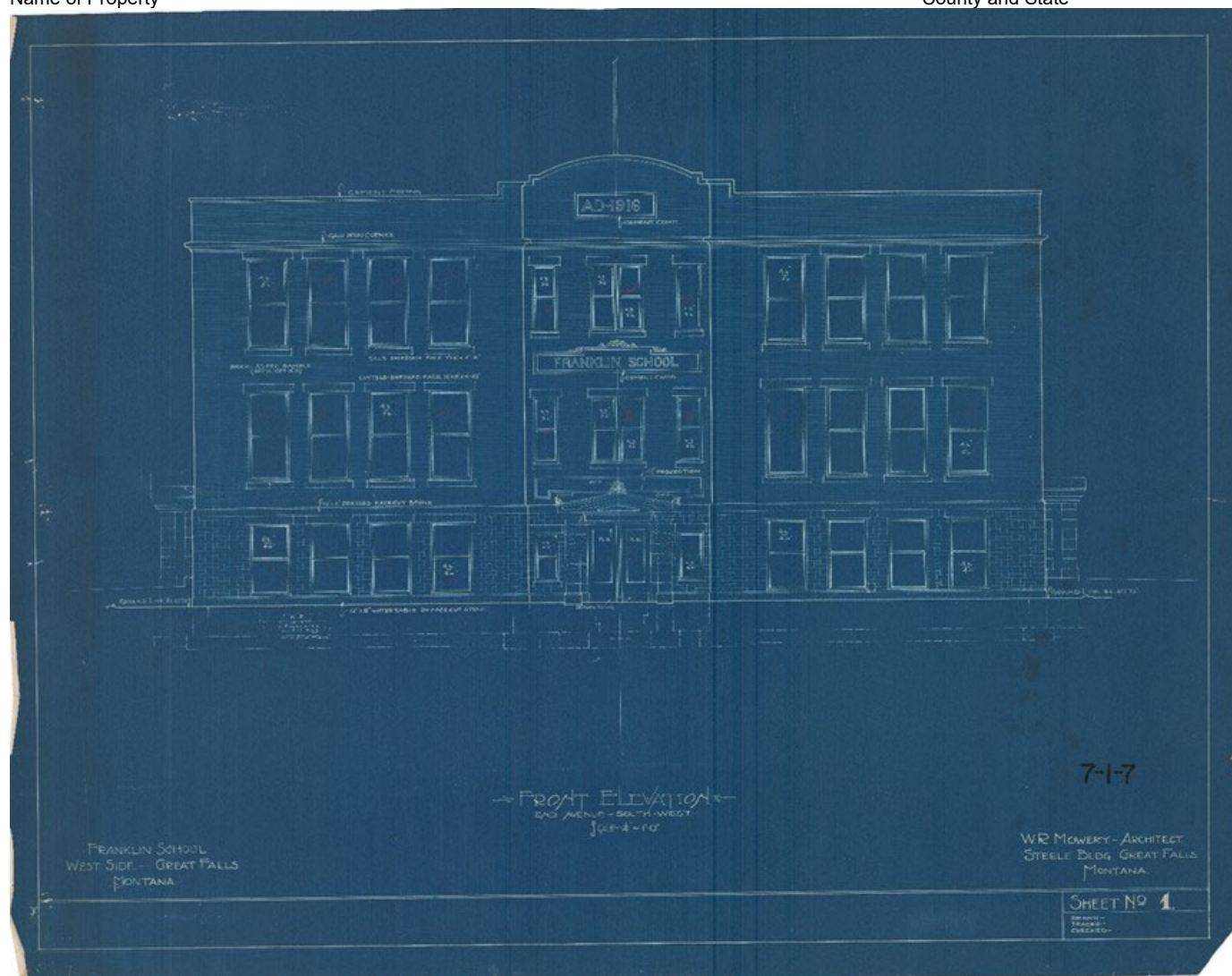
Franklin School. 1916 Building Floorplan, Third Floor. Courtesy of True Craft Architecture, LLC, Baton Rouge, LA.

Franklin School

Name of Property

Cascade Co., MT

County and State



Franklin School, 1916 Building. Historic Blueprints, 1916, South Elevation. Courtesy of the City of Great Falls.

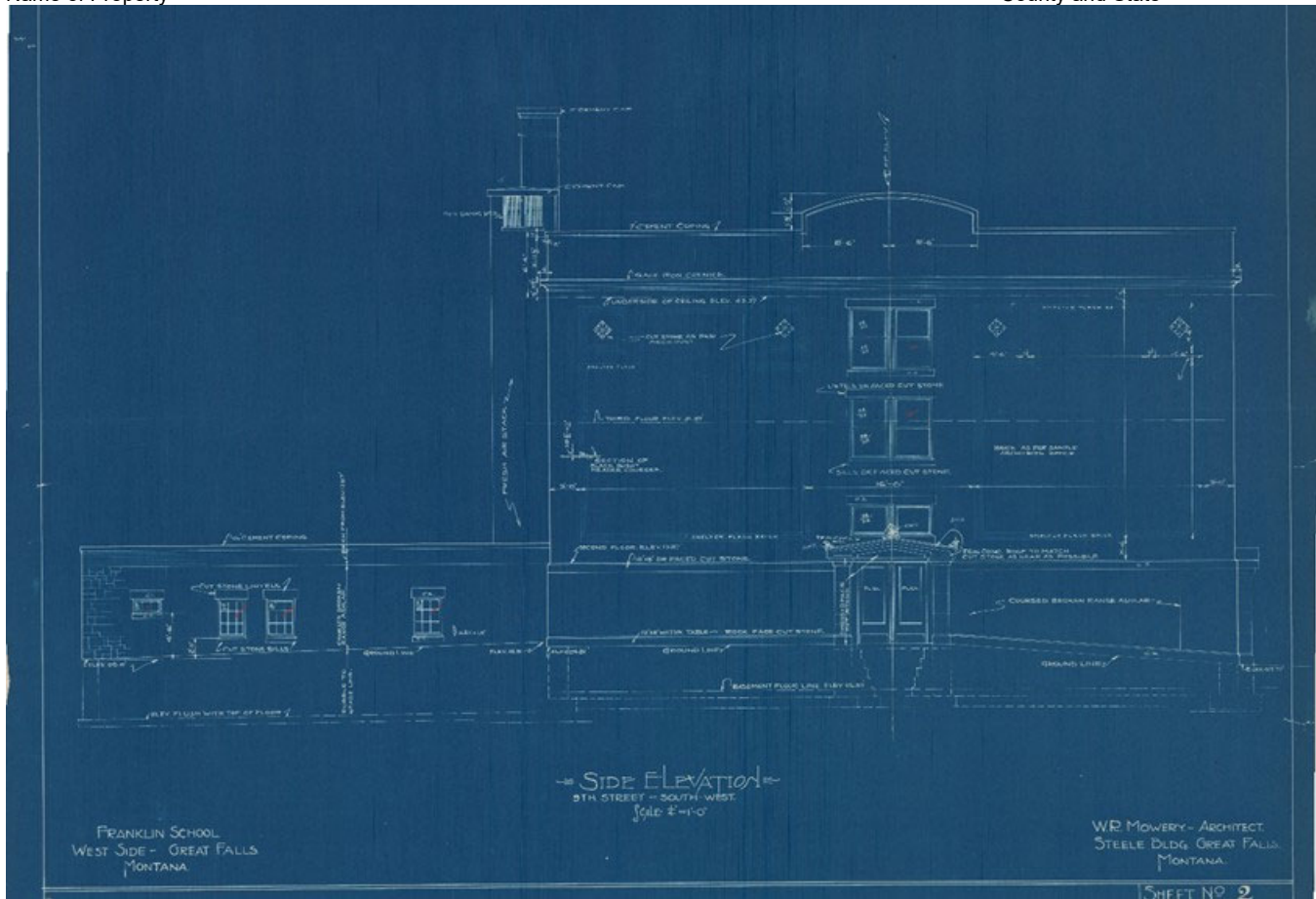


Franklin School

Name of Property

Cascade Co., MT

County and State



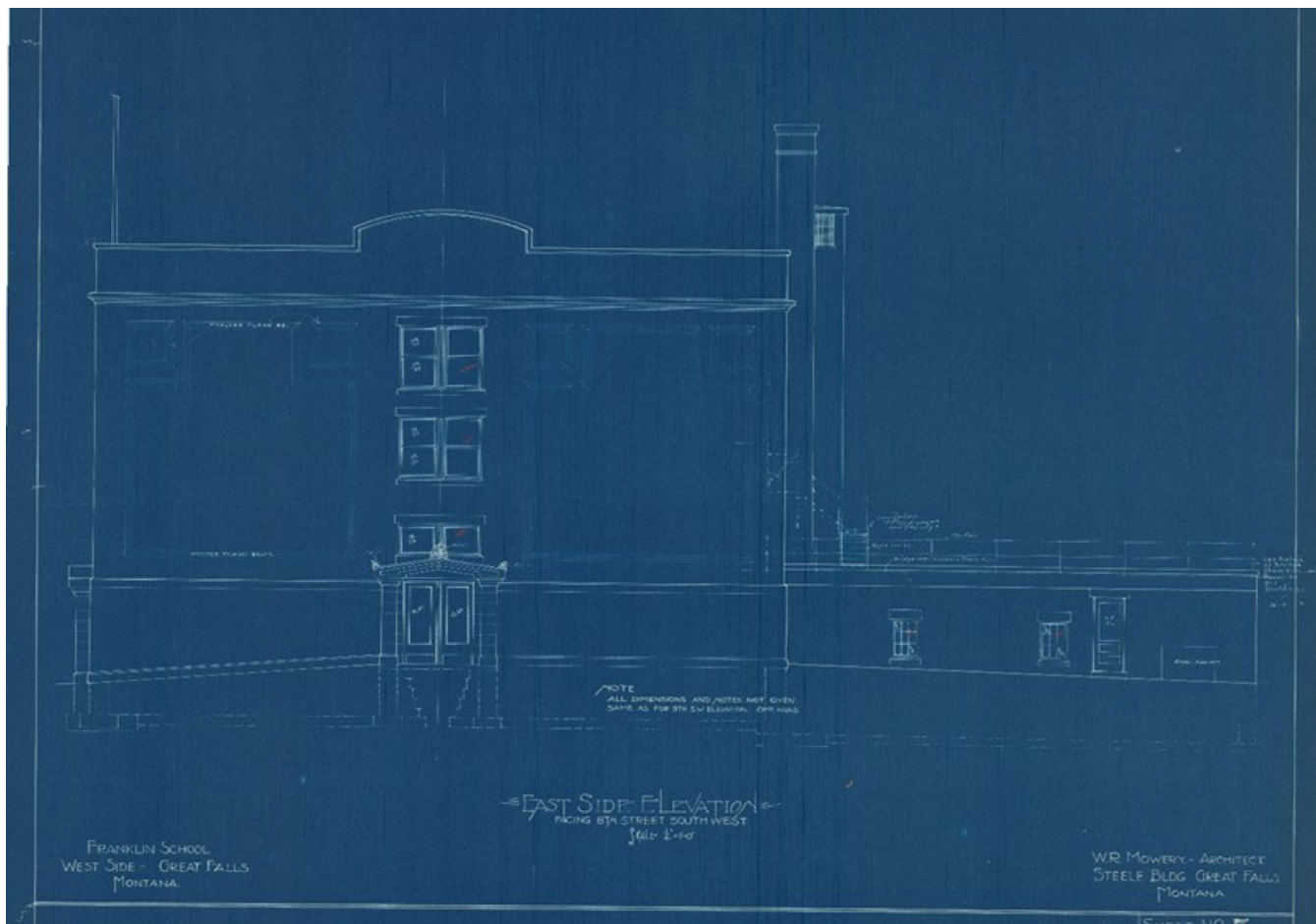
Franklin School, 1916 Building. Historic Blueprints, 1916, West Elevation. Courtesy of the City of Great Falls.

Franklin School

Cascade Co., MT

Name of Property

County and State



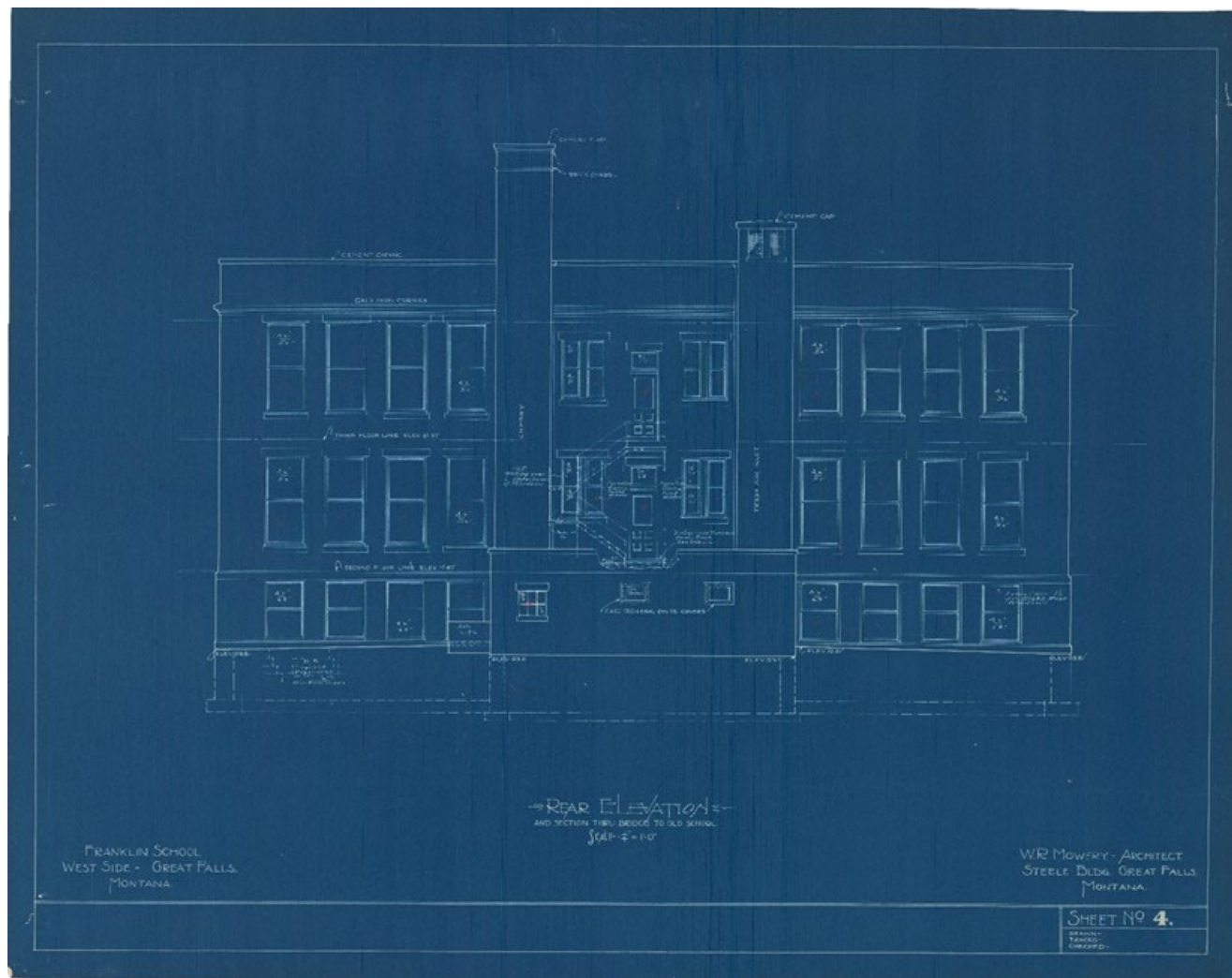
Franklin School, 1916 Building. Historic Blueprints, 1916, East Elevation. Courtesy of the City of Great Falls.

Franklin School

Cascade Co., MT

Name of Property

County and State



Franklin School, 1916 Building. Historic Blueprints, 1916, North Elevation. Courtesy of the City of Great Falls.

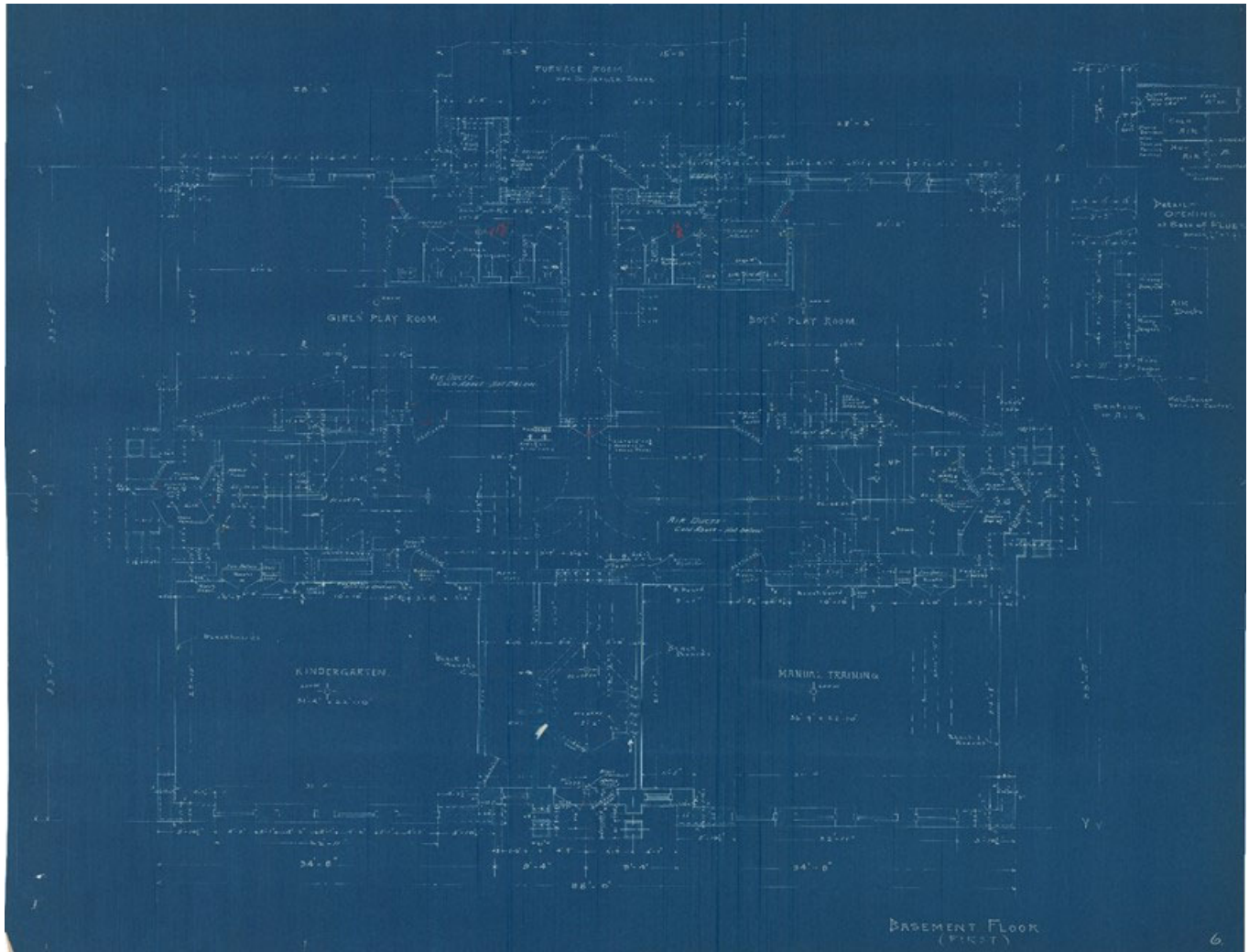


Franklin School

Cascade Co., MT

Name of Property

County and State



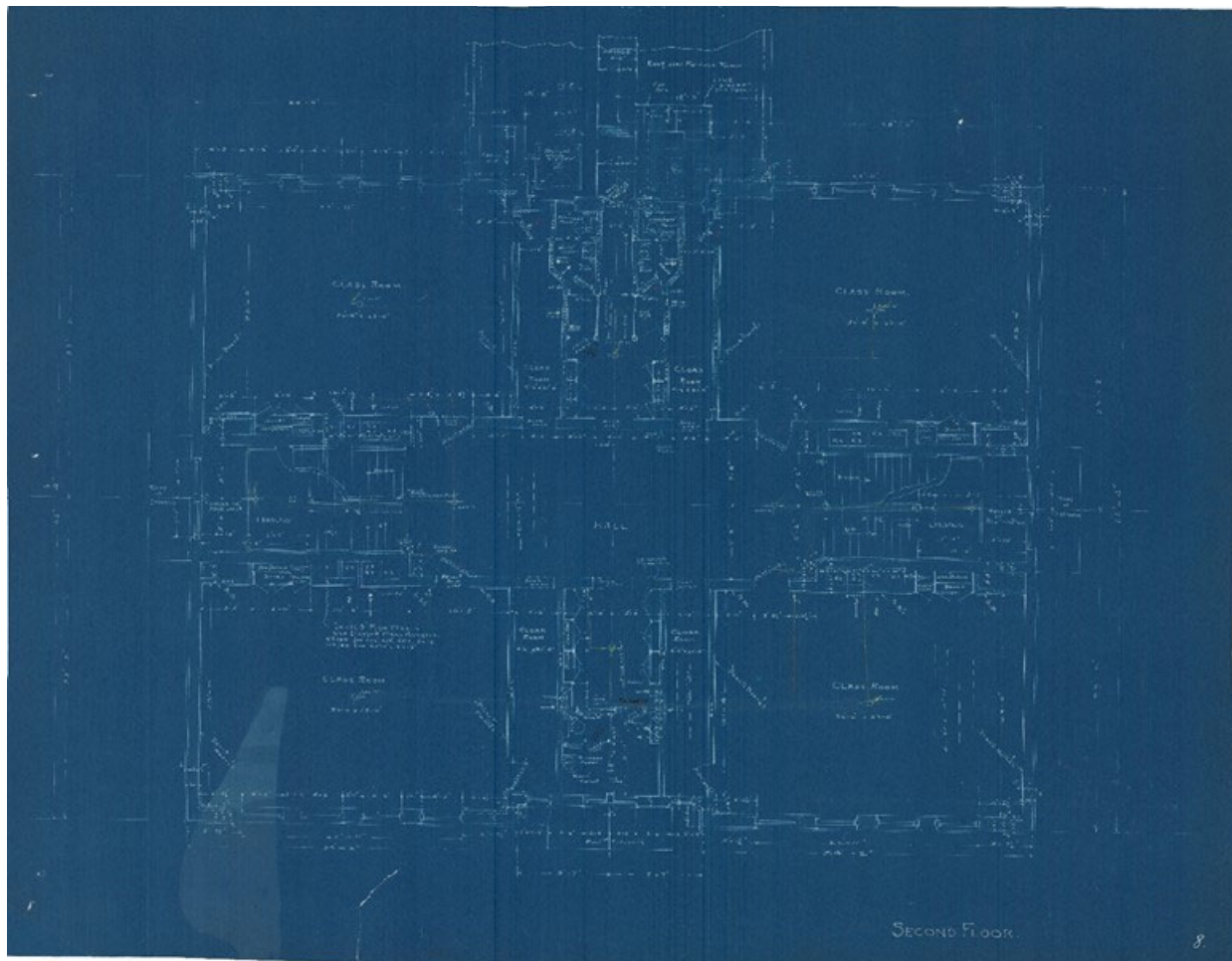
Franklin School, 1916 Building. Historic Blueprints, 1916, First (Basement) Floor. Courtesy of the City of Great Falls.

Franklin School

Cascade Co., MT

Name of Property

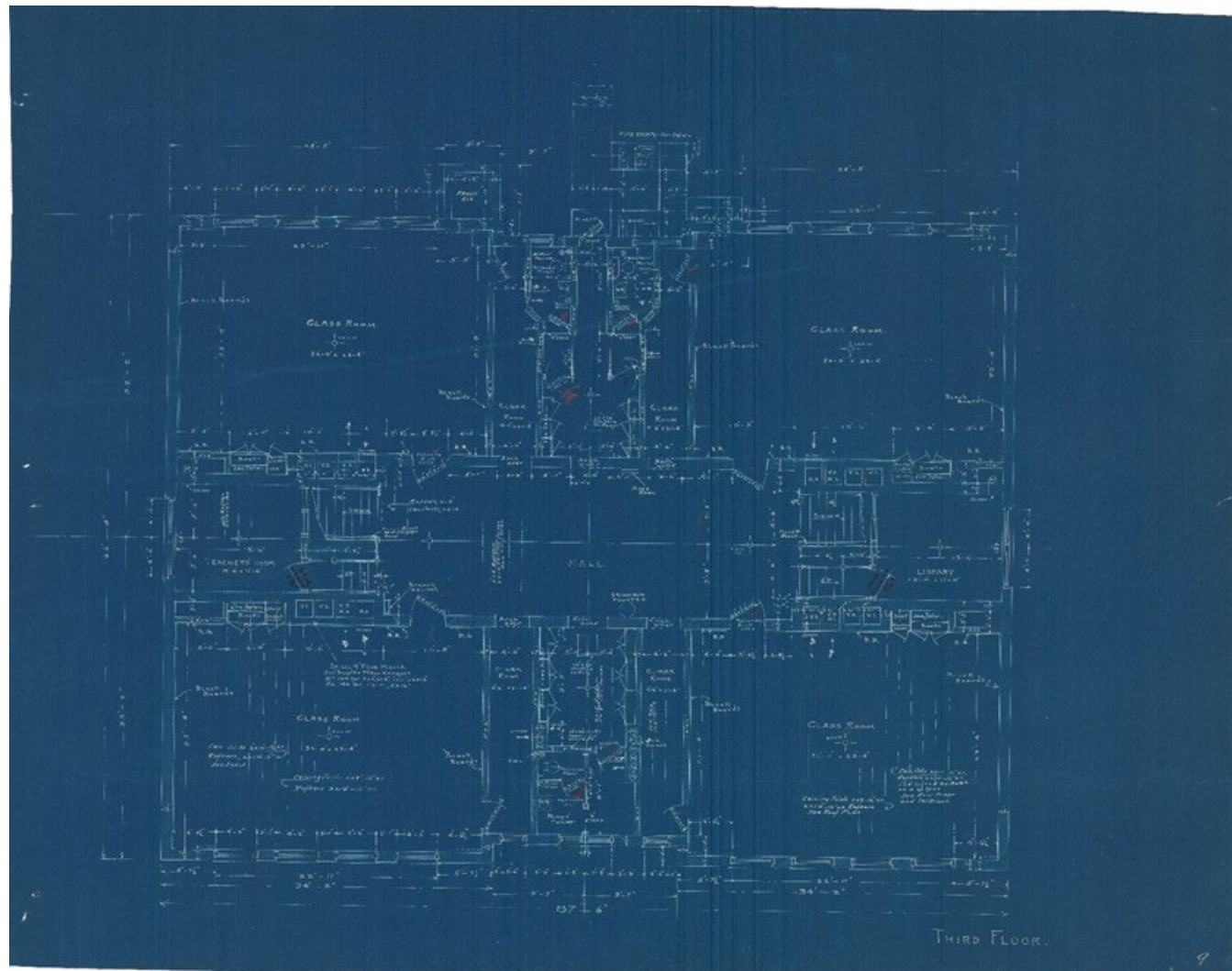
County and State



Franklin School, 1916 Building. Historic Blueprints, 1916, Second Floor. Courtesy of the City of Great Falls.

Cascade Co., MT

County and State



Franklin School, 1916 Building. Historic Blueprints, 1916, Third Floor. Courtesy of the City of Great Falls.

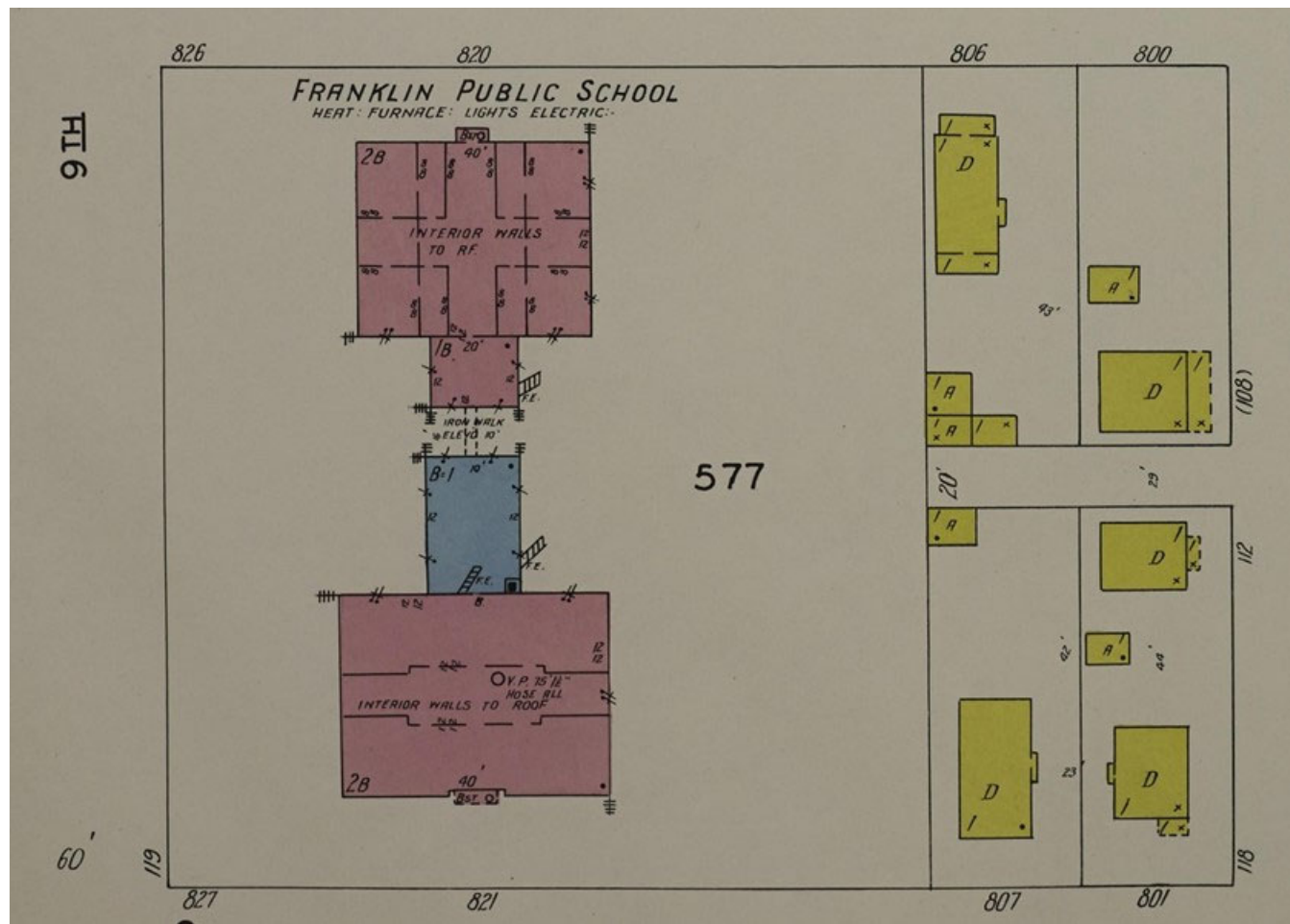


Franklin School

Cascade Co., MT

Name of Property

County and State



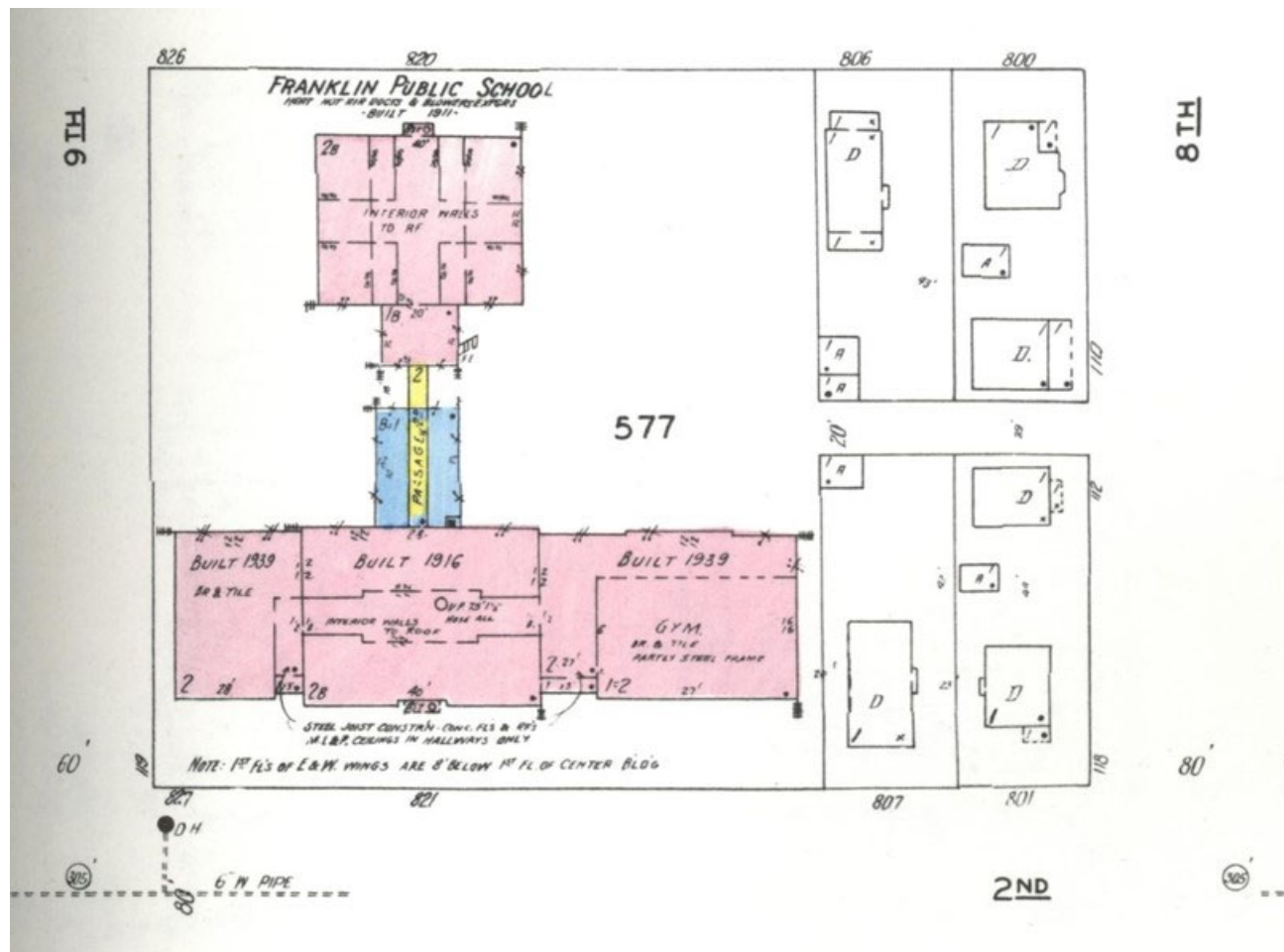
1929 Sanborn Fire Insurance Map. Courtesy of Library of Congress.

Franklin School

Cascade Co., MT

Name of Property

County and State



1957 Sanborn Fire Insurance Map. Courtesy of Library of Congress.

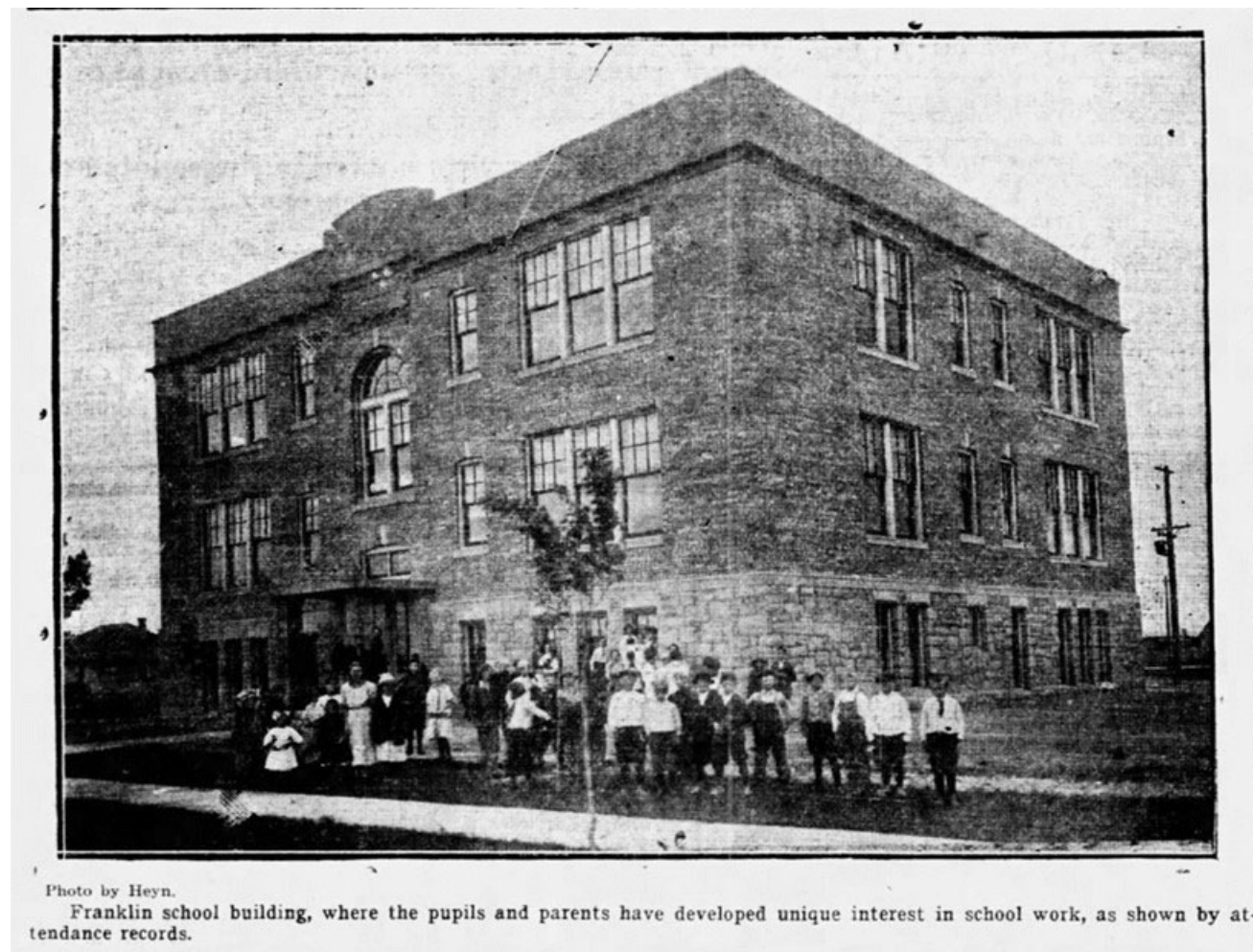
Franklin School

Cascade Co., MT

Name of Property

County and State

## Historic Photos



North and west elevations of the 1910 school building, view to the southeast, circa 1915. Courtesy of the *Great Falls Tribune*.



Franklin School

Cascade Co., MT

Name of Property

County and State

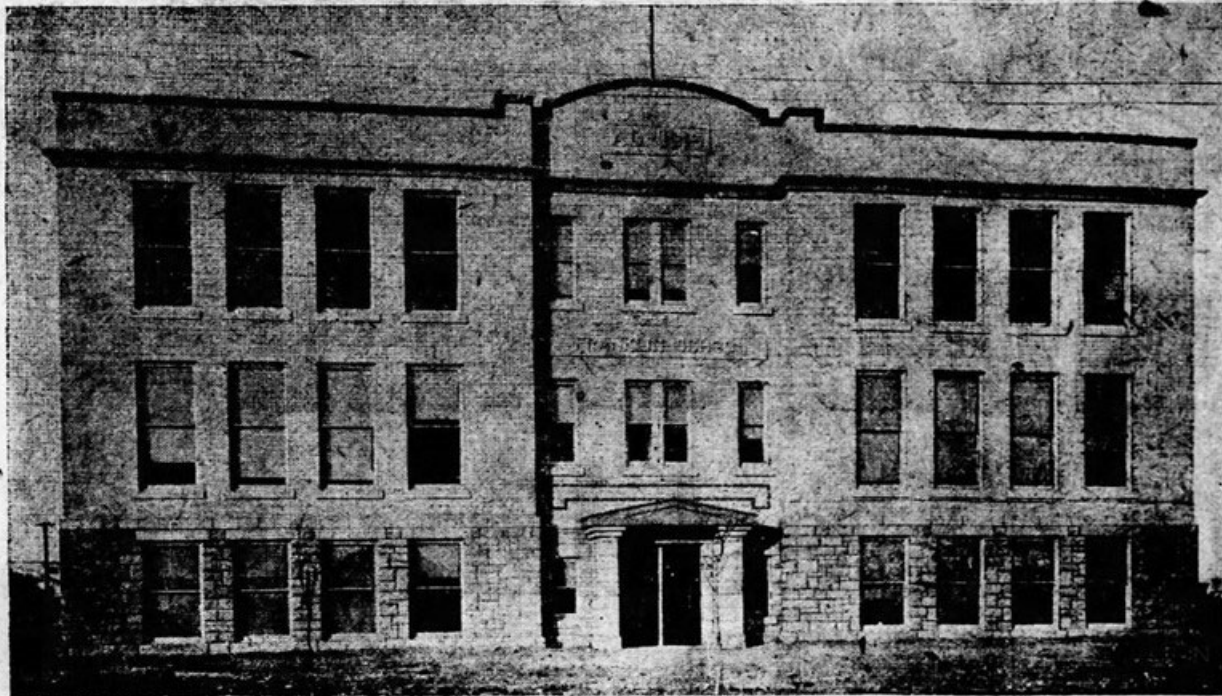


Photo by Heyn.

New Annex to the Franklin school on the west side of the Missouri river.

South elevation of the 1916 school building, view to the north, circa 1917. Courtesy of the *Great Falls Tribune*.

Franklin School

Cascade Co., MT

Name of Property

County and State



North and west elevations of the 1910 and 1916 school buildings, view to the northwest, circa 1938.  
Courtesy of Cascade County Historical Society.



Franklin School

Cascade Co., MT

Name of Property

County and State

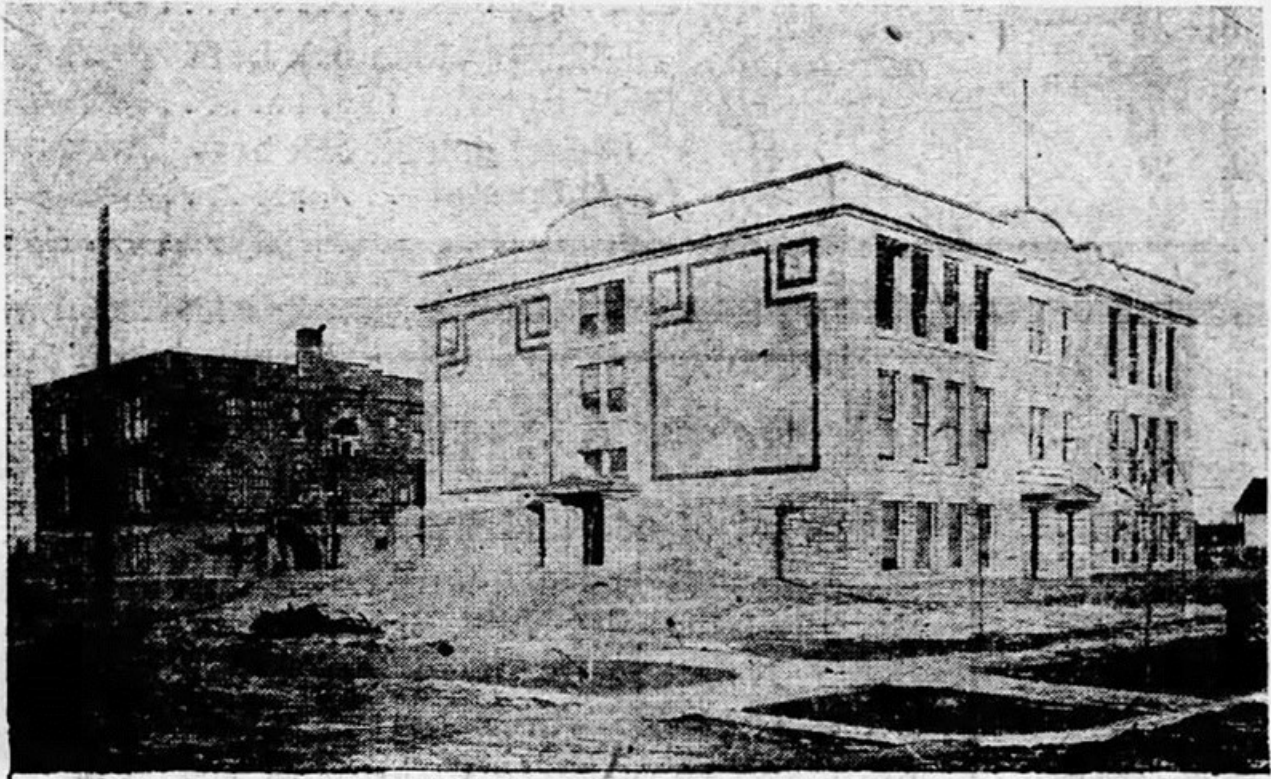


Photo by Heyn.

**Franklin school plant as it appears since new annex is completed.**

South and west elevations of the 1910 and 1916 school buildings, view to the northeast, circa 1917. Courtesy of the *Great Falls Tribune*.

Franklin School

Cascade Co., MT

Name of Property

County and State



Photos of Native American Classrooms at the Franklin School in 1943. Courtesy of the *Great Falls Tribune*.

Franklin School

Cascade Co., MT

Name of Property

County and State



North elevations of the 1910 building, view to the southeast, circa 1990. Courtesy of Cascade County Historical Society.



Franklin School

Cascade Co., MT

Name of Property

County and State

## National Register Photographs

### Photo Log

#### All Photographs:

Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1910 Building, north elevation, facing south.

MT\_CascadeCounty\_FranklinSchool\_0001.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1910 Building, north elevation, facing southwest.

MT\_CascadeCounty\_FranklinSchool\_0002.



Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1910 Building, south and east elevations, facing northwest.

MT\_CascadeCounty\_FranklinSchool\_0003.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1910 Building, west and south elevations, facing northeast.

MT\_CascadeCounty\_FranklinSchool\_0004.



Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1910 Building, south and west elevations, facing northeast .  
MT\_CascadeCounty\_FranklinSchool\_0005.



Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, north elevation, facing southeast.

MT\_CascadeCounty\_FranklinSchool\_0006.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, north elevation, facing southwest.

MT\_CascadeCounty\_FranklinSchool\_0007.



Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School  
City or Vicinity: Great Falls  
County: Cascade State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, west and south elevations, facing northeast.  
MT\_CascadeCounty\_FranklinSchool\_0008.



Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, south elevation, facing north.

MT\_CascadeCounty\_FranklinSchool\_0009.



Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, south elevation, facing northeast.

MT\_CascadeCounty\_FranklinSchool\_0010.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School  
City or Vicinity: Great Falls  
County: Cascade State: MT  
Photographer: Samantha Shoemaker  
Date Photographed: October 2024  
Description of Photograph: 1916 Building, south elevation, facing north.  
MT\_CascadeCounty\_FranklinSchool\_0011.



Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, south entry, facing northwest

MT\_CascadeCounty\_FranklinSchool\_0012.



Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, west elevation, facing southeast

MT\_CascadeCounty\_FranklinSchool\_0013.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, east elevation, facing northwest  
MT\_CascadeCounty\_FranklinSchool\_0014.



Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, east elevation from roof, facing northwest  
MT\_CascadeCounty\_FranklinSchool\_0015.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, east elevation, wall detail.

MT\_CascadeCounty\_FranklinSchool\_0016.



Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: Overview of property, noncontributing shed and north elevation of 1916 building, facing southeast MT\_CascadeCounty\_FranklinSchool\_0017.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: Overview of property, north elevation of 1916 building (left) and south elevation of 1910 building (right), facing southeast.

MT\_CascadeCounty\_FranklinSchool\_0018.



Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1910 Building, basement, laundry, facing southeast.

MT\_CascadeCounty\_FranklinSchool\_0019.



Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School  
City or Vicinity: Great Falls  
County: Cascade State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1910 Building, basement, office, facing southeast.

MT\_CascadeCounty\_FranklinSchool\_0020.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1910 Building, basement, corridor, facing north.

MT\_CascadeCounty\_FranklinSchool\_0021.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1910 Building, first floor, living room, facing east.

MT\_CascadeCounty\_FranklinSchool\_0022.

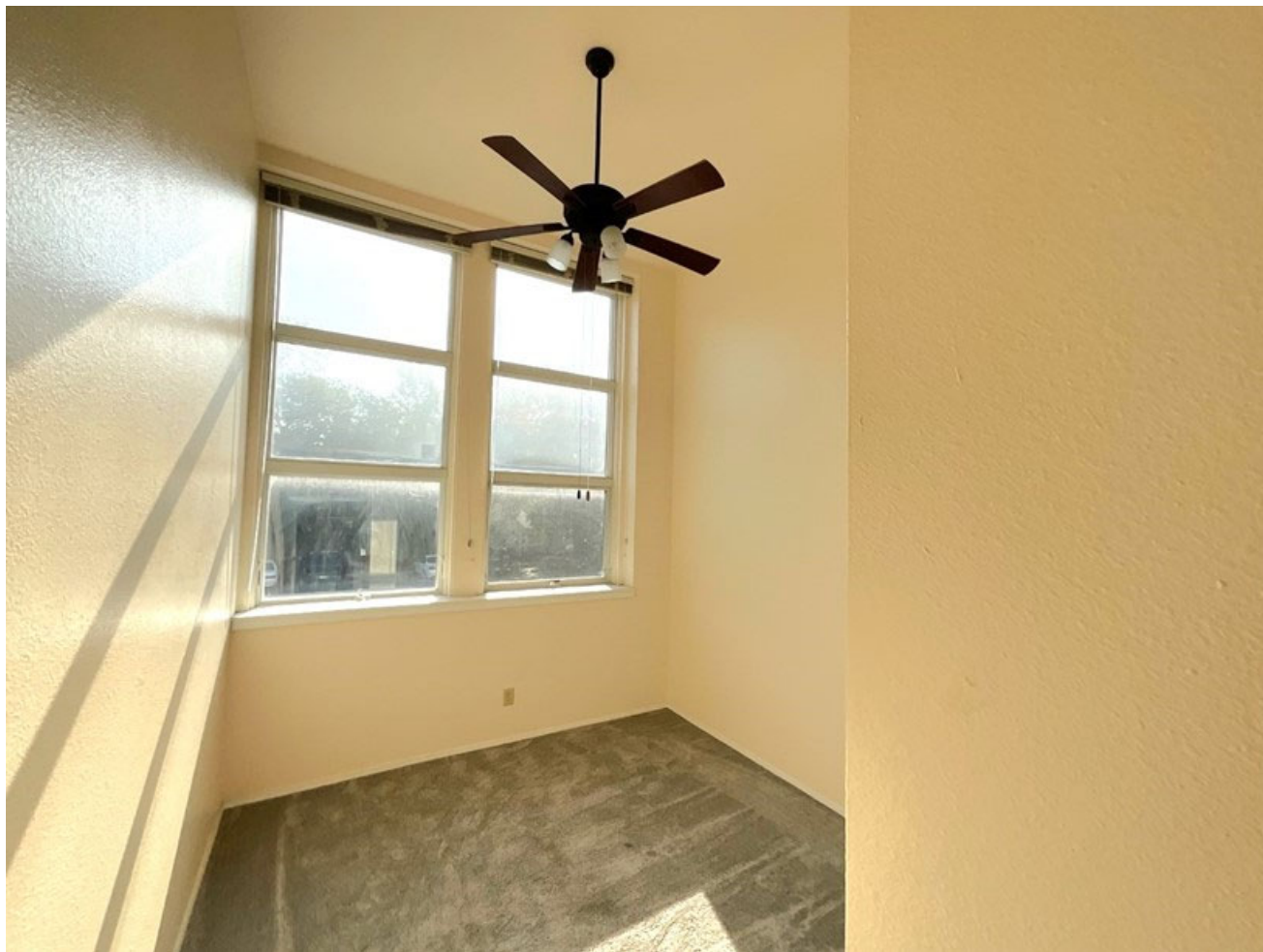


Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1910 Building, first floor, bedroom, facing southeast.

MT\_CascadeCounty\_FranklinSchool\_0023.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1910 Building, first floor, kitchen, facing southeast.

MT\_CascadeCounty\_FranklinSchool\_0024.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1910 Building, first floor, corridor & stairs, facing north.

MT\_CascadeCounty\_FranklinSchool\_0025.



Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1910 Building, second floor, corridor, facing south.

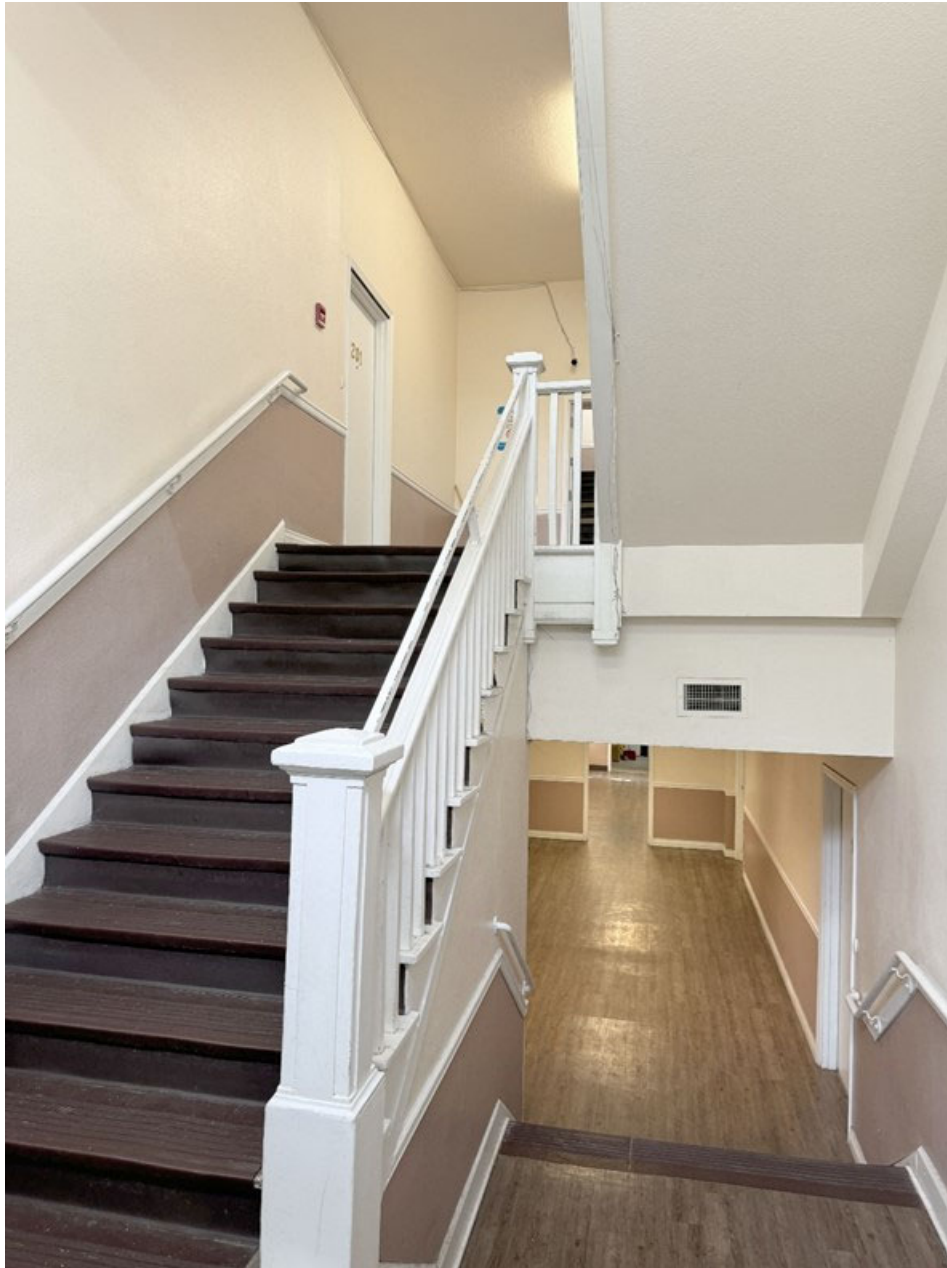
MT\_CascadeCounty\_FranklinSchool\_0026.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, first floor, stairs, facing east.

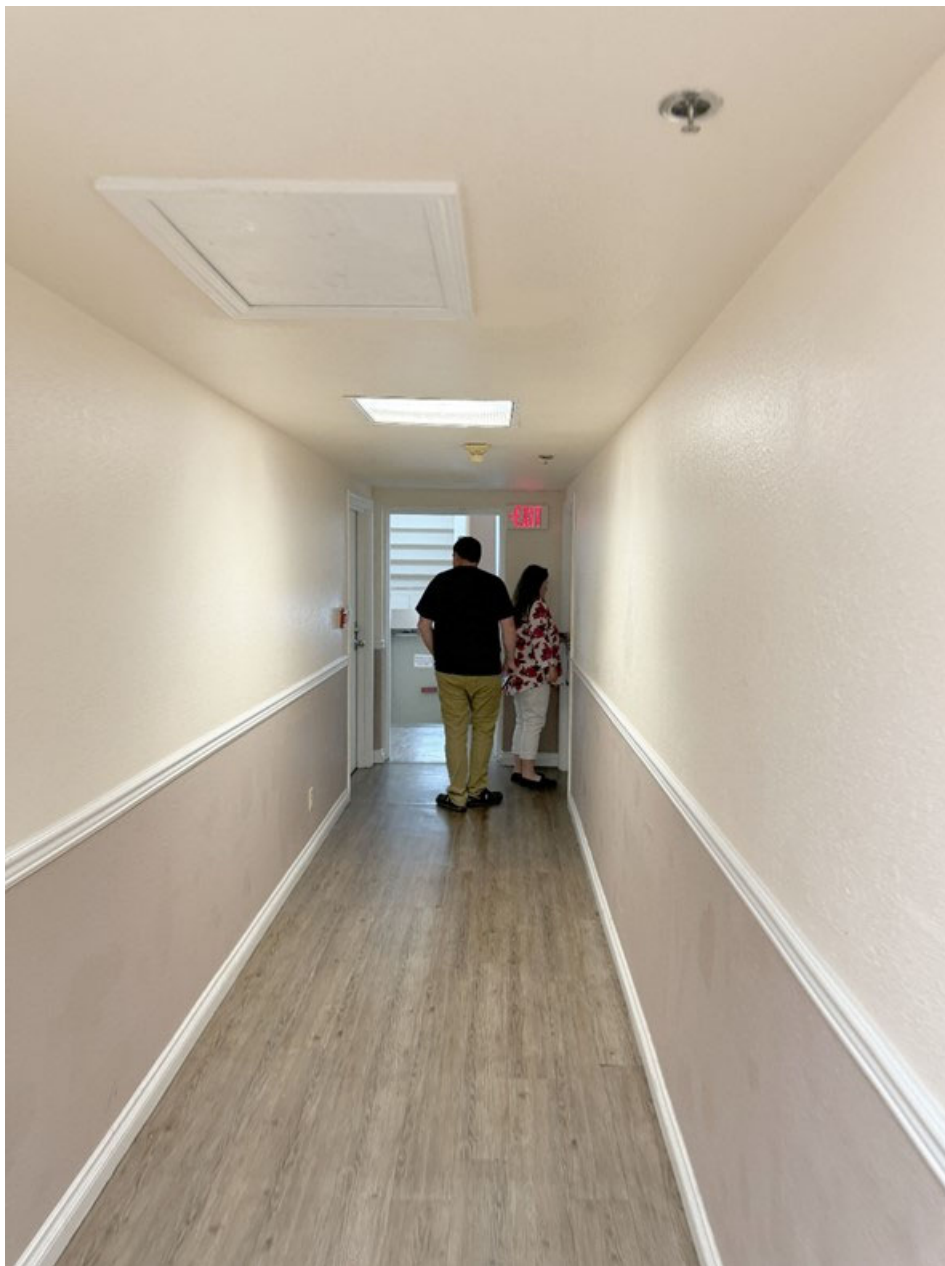
MT\_CascadeCounty\_FranklinSchool\_0027.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, first floor, corridor, facing east.

MT\_CascadeCounty\_FranklinSchool\_0028.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, first floor, stairs, facing northwest.

MT\_CascadeCounty\_FranklinSchool\_0029.

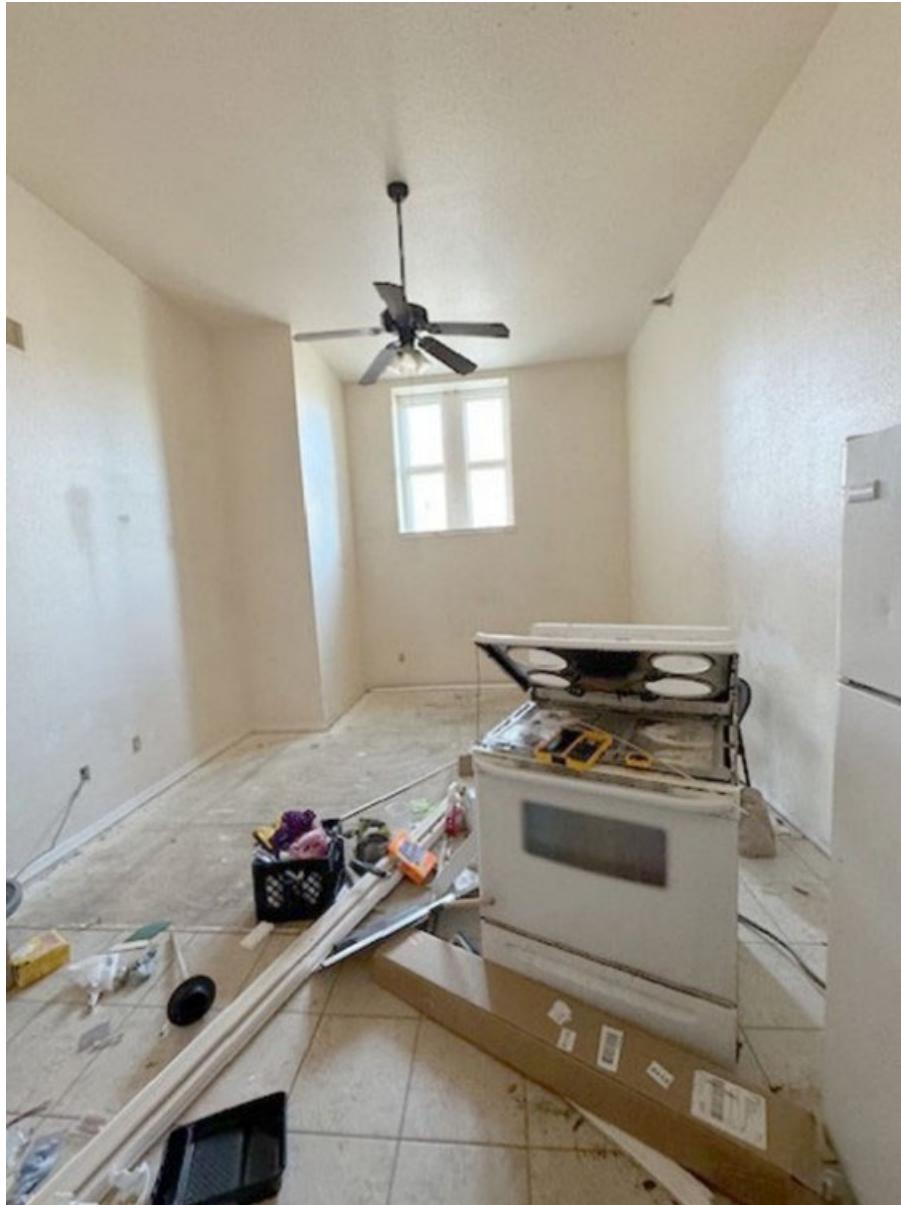


Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, second floor, living room, facing northwest.  
MT\_CascadeCounty\_FranklinSchool\_0030.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, second floor, kitchen, facing south.

MT\_CascadeCounty\_FranklinSchool\_0031.



Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, second floor, bathroom, southwest.

MT\_CascadeCounty\_FranklinSchool\_0032.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, second floor, bedroom, facing north.

MT\_CascadeCounty\_FranklinSchool\_0033.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, second floor, bedroom, facing south.

MT\_CascadeCounty\_FranklinSchool\_0034.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, second floor, kitchen, facing northwest.

MT\_CascadeCounty\_FranklinSchool\_0035.



Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, third floor, stairs, facing northwest.

MT\_CascadeCounty\_FranklinSchool\_0036.

Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: Garage north of school, west and north elevations, view to the southeast.

MT\_CascadeCounty\_FranklinSchool\_0037.

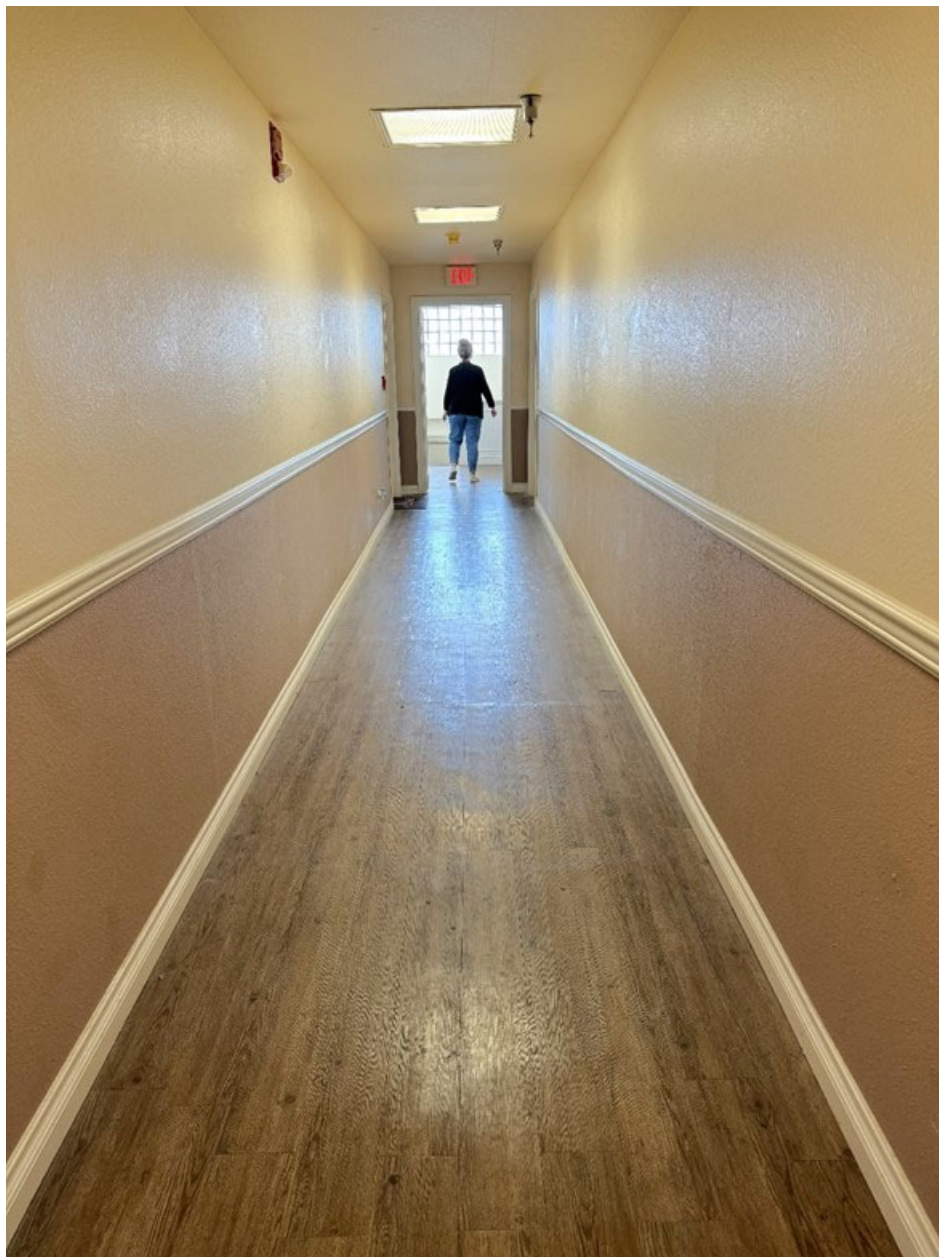


Franklin School

Cascade Co., MT

Name of Property

County and State



Name of Property: Franklin School

City or Vicinity: Great Falls

County: Cascade

State: MT

Photographer: Samantha Shoemaker

Date Photographed: October 2024

Description of Photograph: 1916 Building, third floor, corridor, facing west.

MT\_CascadeCounty\_FranklinSchool\_0038.



Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Ordinance 3273 – An Ordinance by the City Commission of the City of Great Falls to assign Planned Unit Development (PUD) zoning to Lots 8-10, and 13-15 of Beebe Tracts, Cascade County, Montana

**From:** Upslope Development, Developer

**Initiated By:** Upslope Development, Developer

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

**Action Requested:** City Commission accept Ordinance 3273 on first reading and set a public hearing for June 3, 2025.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3273 on first reading and (set/not set) a public hearing for June 3, 2025.”

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

**Staff Recommendation:** At the conclusion of a public hearing held on April 22, 2025, the Zoning Commission recommended the City Commission approve the establishment of Planned Unit Development (PUD) zoning for the subject property legally described as Lots 8-10, and 13-15 of Beebe Tracts, located in the NE ¼ of Section 9, T20N, R4E, P.M.M., Cascade County, Montana. Staff also recommends approval of proposing PUD zoning request for the subject property with the following conditions:

**Conditions of Approval:**

1. **General Code Compliance.** Any future development of the property shall be consistent with the conditions in this report, as well as all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Improvement Agreement.** The applicant shall abide by the terms and conditions and pay all fees specified in the attached Improvement Agreement for the subject property. The Improvement Agreement must be signed by the applicant and recorded with the Cascade County Clerk and Recorder.
3. **Final Plat.** The Final Plat of Meadowview Village shall incorporate correction of any errors or omissions noted by staff, including provision of a notification clause to purchasers regarding soil conditions.

4. **Engineering Drawings.** The final engineering drawings, specifications, and cost estimates for public improvements for Meadowview Village, shall be submitted to the City Public Works Department for review and approval prior to consideration of the Final Plat.
5. **Land Use & Zoning.** The property's development shall be consistent with the allowed uses and specific development standards of the proposed Planned Unit Development (PUD) zoning district.

**Background:** Upslope Development submitted an application to the Planning and Community Development Department on February 17th, 2025, for the property located east of the intersection of Central Avenue and 46<sup>th</sup> Street. The subject property is legally described as Lots 8-10, and 13-15 of Beebe Tracts, located in the NE ¼ of Section 9, T20N, R4E, P.M.M., Cascade County, Montana and is approximately 27.03 acres in size. The applicant is requesting annexation of the subject property, establishment of the City zoning designation of Planned Unit Development (PUD), and approval of the Preliminary Plat of the proposed Meadowview Village major subdivision.

The applicant states within the application that the purpose of Meadowview Village is to provide attainable, entry-level housing for purchase. The project achieves this goal by utilizing efficient lot design that accommodates a variety of home sizes. Lots range in size from as little as 1,200 square feet up to 5,881 square feet. The proposed development includes dedicated green spaces (cottage courts) that provide safe outdoor areas that create a neighborhood aesthetic, while not burdening individual property owners with the maintenance of a large yard. The development will also include a community center, an indoor sports court, and a playground. All internal roads and alleys serving the development will be private. Each of the common-use areas, including the internal roads and alleys of Meadowview Village will be maintained by a Homeowners Association (HOA). A draft of the HOA Documents is provided within *Appendix I* of the application packet.

The proposed project at full build out would result in the creation of 163 lots for single-family home development that are accessed by two points of entry along 46<sup>th</sup> Street. The developer proposes to complete the project in 10 phases, with the first phase being the lots closest to 46<sup>th</sup> St S, as well as the stormwater pond. Phase 3 includes the construction of the large common areas, including the community center and playground. An exhibit of the proposed phases is shown within *Appendix B* of the application packet.

**Annexation Request:** The applicant requests annexation of the 27.03-acre property legally described above. The site is contiguous to City limits on the east along 46th Street and partially on the south, including adjacent to properties owned by the Church of Jesus Christ of Latter-Day Saints (4601 3rd Ave. S) and the Great Falls Housing Authority (5305 3rd Ave. S). Staff supports the annexation to allow for residential development.

The basis for decision for an annexation by petition request is listed in OCCGF 17.16.7.050. The recommendation of the Planning Advisory Board and the decision of the City Commission shall, at a minimum, consider the criteria which are attached as *Basis of Decision – Annexation*.

**Establishment of PUD Zoning:** The applicant proposes a Planned Unit Development (PUD) zoning designation for the property. According to City code, a PUD is a special type of zoning district that is proposed by the developer to account for a desired mix of uses. Each district is unique and therefore has its own set of development standards which are documented in the approval. The applicant states deviations from OCCGF are needed to help the project achieve the goal of providing attainable housing. The applicant has provided a *Planned Unit Development Document* within *Appendix G* of the application

that lists the deviations in lot sizes/setbacks, land uses, and landscaping requirements. The PUD will include an underlying Zoning District of R-3 Single-family high density.

The basis for decision on zoning map amendments is listed in the OCCGF 17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of the City Commission shall at a minimum consider the criteria, which are attached as *Basis of Decision – Zoning Map Amendment*.

**Preliminary Plat Request:** The applicant is requesting a preliminary plat of the subject property, which would subdivide the property into 163 single-family residential lots. Staff has determined the preliminary plat is consistent with the standards listed within OCCGF and the Montana Subdivision and Platting Act. The applicant submitted a Preliminary Plat within *Appendix C* of the application, which shows the layout for the proposed subdivision.

The basis for decision on zoning map amendments is listed in the OCCGF 17.16.26.040 of the Land Development Code in addition to the requirements of 76-3-608 of Montana Code Annotated (MCA). The recommendation of the Zoning Commission and the decision of the City Commission shall at a minimum consider the criteria, which are attached as *Basis of Decision – Zoning Map Amendment*.

**Improvements:** An *Improvement Agreement* is provided as an attachment to this agenda report for the subject property, which outlines the responsibilities and proportionate shares of costs for various improvements. Access to the development will be from 46<sup>th</sup> Street. The developer agrees to improve the roadway and curbing along 46th Street adjacent to the subject property. Additionally, sidewalk and boulevard landscaping shall be installed adjacent to the subject property. An ADA compliant ramp and crossing will be provided northeast corner of the intersection of Central Avenue and 46<sup>th</sup> Street connecting to the existing ramp on the northwest corner of the intersection. All boulevard improvements, including curbing, sidewalks, and landscaping shall be maintained by the developer. As referenced in the Traffic Analysis section below, the developer has agreed to provide a safe pedestrian path to allow pedestrian connectivity to Chief Joseph Elementary School.

The developer is required to extend a looped eight (8) inch public water main through the development and connect to the existing water mains as shown on the proposed Conceptual Civil Plans included in *Appendix D* of the application, including the addition of the required fire hydrants. In addition, all buildings upon the subject property shall be served by sanitary sewer as shown on the proposed Conceptual Civil Plans included in *Appendix D* of the application. Installation of the water and sewer mains is the responsibility of the developer. Water and sanitary sewer gravity mains and associated improvements are to be owned and maintained by the City once complete. Some portions of the project may require private grinder pumps, private force service lines, private lift stations, and private force mains, all of which will be owned and maintained by the developer or HOA.

**Traffic Analysis Summary:** Based on the ITE Trip Generation Manual (11th Edition), the Meadowview Village development is expected to generate an estimated 1,161 weekday trips and 106 PM peak-hour trips, using the land use classification of “Mobile Home Park” due to the site’s similar design and housing composition. Although the City’s threshold for a formal Traffic Impact Analysis is not met (200–300 peak-hour trips), the City’s transportation planner completed a traffic analysis given the scope of the project. The development will be accessed via two new private street approaches to 46th Street South—one aligned with Central Avenue and one approximately 350 feet to the south. Traffic distribution modeling assumes 30% of trips westbound on Central Avenue, 30% southbound on 46th Street, and 40% northbound toward 2nd Avenue North, which serves as a primary arterial.

The analysis concludes that the existing street network can accommodate the projected increase in vehicle volume; however, existing pedestrian and bicycle facilities in the area are insufficient. To ensure safe multimodal access, the developer will be required to construct missing sidewalk segments along 46th Street and provide an ADA-compliant crossing at Central Avenue. Staff recommends a modified treatment in lieu of a “bike boulevard,” proposing instead that 46th Street be widened to accommodate striped 5- to 6-foot bike lanes in each direction. A formal pedestrian route to 1st Avenue South and the 3rd Avenue South transit corridor, near Chief Joseph Elementary School, is also required as a condition of annexation. These improvements, combined with internal street design standards and driveway alignment requirements, will support safe and efficient circulation within and around the development.

**Growth Policy Compliance:** The proposed project is substantially consistent with the overall intent and purpose of the City of Great Falls 2013 Growth Policy Update. The proposal to annex and assign the zoning of PUD for the proposed property will allow the developer to construct a single-family residential development. Staff finds the City’s Growth Policy supports the proposed zoning map amendment to facilitate higher density development upon a partial infill parcel, providing much needed attainable housing. The proposed project is consistent with several of the Plan’s policies including:

Social – Housing (page 134)

- Soc1.4.2 Expand the supply of residential opportunities including single-family homes, apartments, manufactured homes, and assisted living facilities.
- Soc1.4.3 Support the development of affordable housing in all neighborhoods to ensure geographic dispersal and reduce concentrations of poverty.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location, and place of work.

Environmental – Urban Form (page 144)

- Env2.3.1 In order to maximize existing infrastructure, identify underutilized parcels and areas with infill potential as candidates for redevelopment in the City.

Economic – Community Vitality (pages 157-158)

- Eco3.7.2 Encourage reinvestment in older neighborhoods and infill housing to support existing services and commercial districts.
- Eco3.4.3 Support quality of life investments such as recreation, housing, and amenities that help attract and retain the workforce. (page 155)

Physical - Land Use (page 162)

- Phy4.1.4 Foster the development of safe, walkable neighborhoods with a mix of uses and diversity of housing types.
- Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City’s existing infrastructure.
- Phy4.3.1 Support development patterns that optimize existing City utilities and limit the extension of public infrastructure. (page 166)

In conclusion, the proposed project will enable these policies to be addressed and further the implementation of the Growth Policy.

**Neighborhood Council Input:** The project was presented to Neighborhood Council #4 at its regularly scheduled March 27<sup>th</sup>, 2025 meeting. The project was well received, and the Council voted unanimously to support the project.

**Concurrences:** Representatives from multiple departments, including Planning and Community Development, Public Works, and Fire Departments have been involved throughout the review process for this request. Both the Engineering Division of Public Works and the Legal Department have collaborated on the proposed Improvement Agreement.

**Fiscal Impact:** The request to annex the subject property reflects a fiscally sound approach to growth that prioritizes long-term sustainability. Located within existing fire and police service areas, the development avoids the costs of extending emergency services. New water, sanitary sewer mains, and a regional stormwater facility will be constructed and maintained by the City after completion, while all internal roads, alleys, and open spaces will be privately maintained by a homeowners' association—reducing future maintenance burdens on the City. The neighborhood's compact, efficient design makes full use of existing infrastructure, allowing the City to add new housing without taking on disproportionate costs. This annexation will introduce a significant number of attainable single-family homes, helping meet local housing needs while expanding the City's tax base in a way that is efficient, incremental, and financially resilient.

**Alternatives:** The City Commission could deny Ordinance 3273 on the first reading and not set the public hearing.

**Attachments/Exhibits:**

- Ordinance 3273
- Ordinance 3273 Exhibit A
- Basis of Decision – Planned Unit Development
- Improvement Agreement
- Traffic Analysis
- Application Packet
- Great Falls Public Schools Comment Letter



# **ORDINANCE 3273**

## **AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO ASSIGN A ZONING CLASSIFICATION OF PLANNED UNIT DEVELOPMENT (PUD) TO THE PROPERTY LEGALLY DESCRIBED AS LOTS 8-10 AND 13-15 OF BEEBE TRACTS, SECTION 9, T20N, R4E, P.M.M. CASCADE COUNTY, MONTANA.**

\* \* \* \* \*

**WHEREAS**, the property owner, 46<sup>th</sup> Street LLC, has petitioned the City of Great Falls to annex the subject property, which consists of approximately 27.03 acres, as legally described above; and,

**WHEREAS**, 46<sup>th</sup> Street LLC has petitioned the City of Great Falls to assign a zoning classification of Planned Unit Development (PUD) to Lots 8-10 and 13-15 of Beebe Tracts, upon annexation to the City; and,

**WHEREAS**, the Great Falls Planning Advisory Board/Zoning Commission conducted a public hearing on April 22, 2025, to consider said assignment of zoning of Planned Unit Development (PUD), and, at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning to the subject property legally described as Lots 8-10 and 13-15 of Beebe Tracts, Section 9, T20N, R4E, P.M.M., Cascade County, Montana; and,

**WHEREAS**, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 3rd day of June, 2025, before final passage of said Ordinance herein; and,

**WHEREAS**, following said public hearing, it was found and decided that the assignment of zoning of Planned Unit Development (PUD) for said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.29.050, and that the said zoning designation be made.

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

Section 1. It is determined that the herein requested Planned Unit Development (PUD) zoning request meets the criteria and guidelines cited in Mont. Code Ann. § 76-2-304, and Section 17.16.29.050 of the OCCGF.

Section 2. That the zoning classification of “Planned Unit Development (PUD)” be assigned to Lots 8-10 and 13-15 of Beebe Tracts, Section 9, T20N, R4E, P.M.M., Cascade County, Montana, as shown in “Exhibit A”, subject to the setbacks, and other development standards and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading May 6, 2025.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading June 3, 2025.

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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

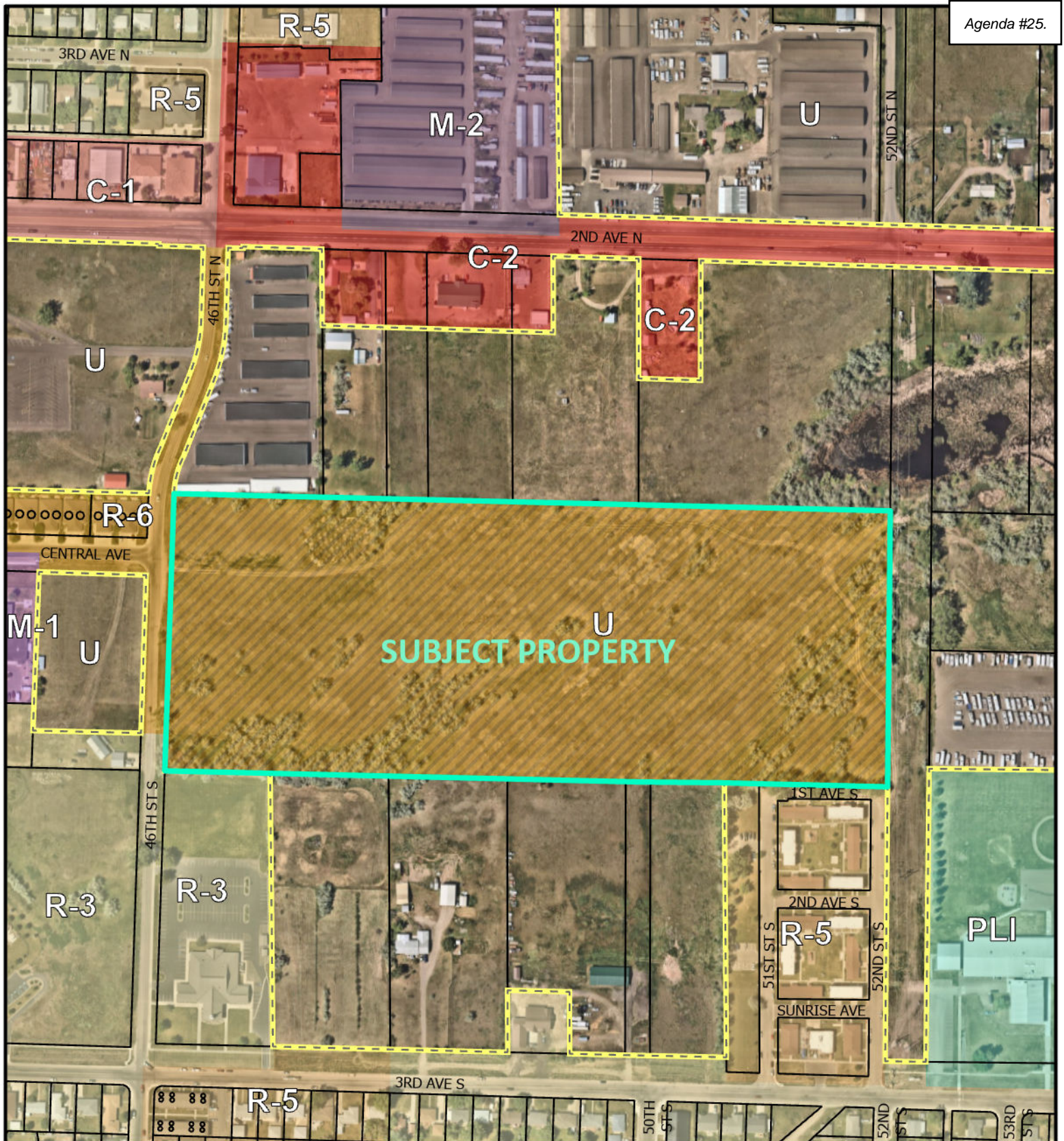
State of Montana       )  
County of Cascade     : ss  
City of Great Falls    )

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3273 on the Great Falls Civic Center posting board and the Great Falls City website.

(CITY SEAL)

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Lisa Kunz, City Clerk



# Ordinance 3273 Exhibit A



Lots 8-10, 13-15  
of Beebe Tracts

-  Subject Property
-  City Limit
-  Parcels





## FINDINGS OF FACT – ZONING MAP AMENDMENT

Lots 8-10, and 13-15 of Beebe Tracts, located in the NE ¼ of Section 9, T20N, R4E, P.M.M., Cascade County.

### PRIMARY REVIEW CRITERIA:

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls § 17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

#### **1. The amendment is consistent with and furthers the intent of the City's growth policy.**

The proposed project is substantially consistent with the overall intent and purpose of the City of Great Falls 2013 Growth Policy Update. The proposal to annex and assign the zoning of PUD for the proposed property will allow the developer to construct a single-family residential development. Staff finds the City's Growth Policy supports the proposed zoning map amendment to facilitate higher density development upon a partial infill parcel, providing much-needed attainable housing. The proposed project is consistent with several of the Plan's policies including:

#### Social – Housing (page 134)

- Soc1.4.2 Expand the supply of residential opportunities including single-family homes, apartments, manufactured homes, and assisted living facilities.
- Soc1.4.3 Support the development of affordable housing in all neighborhoods to ensure geographic dispersal and reduce concentrations of poverty.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location, and place of work.

#### Environmental – Urban Form (page 144)

- Env2.3.1 In order to maximize existing infrastructure, identify underutilized parcels and areas with infill potential as candidates for redevelopment in the City.

#### Economic – Community Vitality (pages 157-158)

- Eco3.7.2 Encourage reinvestment in older neighborhoods and infill housing to support existing services and commercial districts.
- Eco3.4.3 Support quality of life investments such as recreation, housing, and amenities that help attract and retain the workforce. (page 155)

#### Physical - Land Use (page 162)

- Phy4.1.4 Foster the development of safe, walkable neighborhoods with a mix of uses and diversity of housing types.
- Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

Phy4.3.1 Support development patterns that optimize existing City utilities and limit the extension of public infrastructure. (page 166)

In conclusion, the proposed project will enable these policies to be addressed and further the implementation of the Growth Policy.

**2. The amendment is consistent with and furthers adopted neighborhood plans, if any.**

The subject property is located adjacent to Neighborhood Council #4. There is no adopted neighborhood plan for Neighborhood Council #4, nor any other Council within the City. Neighborhood Council #4 discussed the project at their March 27th, 2025, meeting. The Council voted unanimously to support the request.

**3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.**

The subject property is not located within any adopted plan or sub-area planning areas.

**4. The code with the amendment is internally consistent.**

The proposed Planned Unit Development (PUD) is internally consistent. There are existing subdivisions to the west that contain a mix of housing types. The proposed development shall be consistent with applicable codes.

**5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.**

There are no existing public health, safety, or welfare issues that have been identified for the subject property. The zoning assignment will have no impact on these issues. The surrounding area already within the City limits is currently receiving law enforcement and fire protection service from the City of Great Falls. Providing these services to the subdivision is not expected to have a negative effect on public health and safety. The subject property is not within a wildland fire hazard area, or exposed to the presence of other known hazards.

**6. The City has or will have the financial and staffing capability to administer and enforce the amendment.**

Completion of the full project proposal, contingent on rezoning, will have a beneficial financial impact for the City due to the creation of 163 additional single-family lots for property taxes to be assessed on. There is adequate staffing to administer and enforce the amendment.



**IMPROVEMENT AGREEMENT FOR THE DEVELOPMENT OF MEADOWVIEW VILLAGE  
SUBDIVISION BY 46TH STREET LLC, UPON THE PROPERTY LEGALLY DESCRIBED AS LOTS 8-10  
AND 13-15 OF BEEBE TRACTS, SECTION 9, T20N, R4E, P.M.M., CASCADE COUNTY, MONTANA**

The following is a binding Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between **46<sup>th</sup> Street LLC**, hereinafter referred to as “**Owner**”, and the **CITY OF GREAT FALLS**, Montana, a municipal corporation of the State of Montana, hereinafter referred to as “**City**”, regarding the requirements for the annexation and development of a tract of land into the corporate limits of the City legally described as Lots 8-10 and 13-15 of Beebe Tracts, Section 9, T20N, R4E, P.M.M., Cascade County, Montana, hereinafter referred to as “**Subject Property**”. The Owner agrees to, and is bound by, the provisions of this Agreement, and by signing this Agreement, therefore agrees to terms applicable to the Subject Property. The City is authorized to enter into this Agreement by §§ 17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

**1. Purpose.** The purpose of this Agreement is to ensure that certain improvements are made and certain conditions are fulfilled by the Owner, as required by the City's approval of the annexation, subdivision, and supporting documents. Generally, this Agreement:

**1.1** Declares that the Owner is aware of and has properly accounted for any natural conditions that may adversely affect the development of the Subject Property;

**1.2** Insulates the Subject Property from the impact of changes in the City's zoning regulations, provided that no substantial changes in the development of the Subject Property are proposed;

**1.3** Requires the Owner to guarantee that the agreed-upon improvements contained in this agreement are made in a timely manner by providing the financial securities required by OCCGF;

**1.4** Provides for the inspection and warranty of the required improvements before they are accepted for operation and maintenance by the City;

**1.5** Waives protest and appeal by the Owner and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure;

**1.6** Establishes how necessary changes of final construction plans required by the Agreement may be made with the approval of the City;

**1.7** Contemplates reimbursements to the Owner when neighboring properties that benefit from certain improvements made by the Owner are developed;

**1.8** Embodies certain conditions that are imposed by the City upon approval of the annexation of the Subject Property in order to facilitate their enforcement; and

**1.9** Indemnifies the City from challenges to its approval of the annexation of the Subject Property, for natural conditions of the Subject Property and for any faults in Owner's assessment of those conditions; and holds it harmless from errors and omissions in the approval and oversight of the improvements relating to development of the Subject Property.

**2. Duration.** The term of this Agreement begins at the date here above written and with the exceptions stated below, is a perpetual recorded agreement between the Owner and the City.

**2.1 If Work Does Not Begin.** This Agreement may be amended if final construction plans for the first phase of the Development are not submitted for approval within three years of the date of the City Manager's signature on this Agreement.

**2.2 Failure to Build.** The Owner's failure to complete improvements in accordance with the final construction plans may result in the City retaining the security required in Section 15 of this Agreement. It may also void this Agreement and the vested rights established by Section 8, below.

**2.3 Failure to Pay.** The Owner's failure to make timely payment of its share of any of the required improvements listed in this Agreement, voids the Agreement and the vested rights established by Section 8. It may also result in the City attempting to collect the amount due by any lawful means.

**3. Supporting Documents.** Each of the following supporting documents are to be submitted for review and approval by the City.

**3.1 Preliminary Plat.** This agreement is based on the Preliminary Plat of Meadowview Village and accompanying materials approved by the City Commission. Changes in the plat and the accompanying materials are governed by Section 4 of this Agreement. To remain valid, the preliminary plat must be periodically renewed according to Montana Code Annotated (MCA) 76-3-610, which requires that preliminary plat approval be for no more than three years. The Owner understands and agrees that it must submit a letter to the Administrator requesting renewal of the preliminary plat at least 90 days before the third anniversary of this Agreement, and then again, before every third anniversary until this Agreement expires. The preliminary plat may also be renewed if and when an amendment is approved.

**3.2 Final Plat.** The final plat of each phase of Meadowview Village is to be filed on record in the Clerk and Recorder's Office of Cascade County, Montana, upon approval by the City. Final plat approval is contingent upon full compliance with the provisions of this Agreement, the approved Meadowview Village PUD Document, and the OCCGF.

**3.3 Construction Documents.** Engineering drawings, specifications, reports, and cost estimates (preliminary and final), prepared for the Subject Property, consisting of documents for, but not limited to the public sanitary sewer, water, storm drain, and street improvements. Construction documents shall be designed in compliance with the City's Standards for Design and Construction Manual.

**3.4 As Built Drawings.** "As Built" reproducible 4 mil mylar drawings and one electronic copy of public infrastructure, private utilities, and drainage facilities shall be supplied to the City, and one electronic copy of public infrastructure, private utilities, and drainage facilities shall be supplied to the City upon completion of the construction.

**3.5 Legal Documentation.** Legal documents, including but not limited to any articles of incorporation, bylaws, covenants, and declarations establishing the authority and responsibilities of the Owner relating to the Subject Property, which may be recorded in the Clerk and Recorder's Office of Cascade County, Montana.

**3.6 Meadowview Village Planned Unit Development Standards.** The Meadowview Village Planned Unit Development Document, including all associated development standards, tables, and exhibits, is incorporated herein by reference. The Owner agrees that all development on the Subject Property shall conform to the approved PUD standards. Any deviation not authorized by OCCGF §§ 17.16.29.100 shall be subject to review as a Major or Minor Change as defined in Section 4 of this Agreement and OCCGF.

**4. Changes.** The Owner understands that failure to install required improvements in accordance with the final construction plans approved for the development of the Subject Property is a breach of, and may void, this Agreement. The Owner also understands that such failure is a violation of the OCCGF and is subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds and the Administrator (the Administrator is the person or persons charged by the City Manager with the administration of this improvement agreement) is hereby authorized to allow minor changes to approved plans, as provided below:

**4.1 Minor Changes.** Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Property, can be made as follows:

**4.1.1** Before making changes, the Owner must submit revised plans to the Administrator for review. Failure to do this before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within fifteen (15) days of receipt of the revised plans.

**4.1.2** Based on a review of the revised plans, the Administrator may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the annexation of the Subject Property or the OCCGF.

**4.1.3** Based on a review of the revised plans, the Administrator may permit substitutions for proposed building and construction materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.

**4.1.4** Minor changes in the location and specifications of the required public improvements may be permitted by the Administrator. The Owner must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.

**4.2 Substantial Changes.** Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. "Substantial Change" versus "Minor Change" is described as follows in order to further clarify what may be permitted as a "Minor Change":

**4.2.1** A substantial change adds one or more lots; changes the approved uses; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Administrator; A smaller change in the size of a lot, or other minor deviations may be treated as a minor dimensional change and may be approved by the Administrator.

**5. Fees.** The Owner understands that it is required to pay the following fees as they come due. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with the Subject Property shall not constitute a waiver by the City.

**5.1 Recording Fees.** The Owner is responsible for all recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

**5.2 Park Fee in Lieu of Land Dedication or Parkland Dedication.** A Park Fee in lieu of a parkland dedication is required and shall be based on the State of Montana statutory requirement as applied to the current appraisal of the undivided, undeveloped value of the acreage included in the Development that is prepared by a licensed real estate appraiser and submitted by the Owner along with the final plat for each phase of the Development. This payment will be due and payable within 30 days after the final plat for each phase is approved by the City Commission, and before any permits, including the construction of streets and trenching for utilities, are issued.

**5.3 Engineering Inspections.** The Owner is responsible to pay all applicable engineering fees established by Resolution of the City Commission of the City of Great Falls.

**5.4 Permit Fees.** The Owner is responsible to pay all applicable planning and building permit fees established by Resolution of the City Commission of the City of Great Falls.

**5.5 Connection and Construction Fees.** Water service tapping and water and sewer service connection fees will be paid By Owner at the times of tapping and connections.

**5.6 Storm Drain Fee.** The Owner is responsible to pay a storm drain fee in the amount of \$250 per acre for the Subject Property. This would equal a total of \$6757.50 for the total 27.03 acres of the Subject Property. The total storm drain fee is to be paid to the City no later than 30 days after the annexation resolution for the Subject Property is recorded.

**5.7 Application Fees.** In addition to the fees outlined above, application fees paid by the Owner are: the \$11,054.50 application fee for annexation, and the \$20,300.00 subdivision application fee which have been paid prior to this Agreement. Application fees are to be paid by the Owner for each phase of the final plat.

**6. Site Conditions.** The Owner warrants that it has conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the site and its development for the approved use. The Owner further warrants that all plans submitted pursuant to this Agreement and all applications for building permits within the development will properly account for all such conditions. The Owner indemnifies, defends, and holds the City harmless for natural conditions and for any faults in their own assessment of those conditions.

**7. Permits.** This Agreement must be approved by the City Commission and signed by the City Manager and the Owner before permits for any work will be approved, including, but not limited to, grading for streets or trenching for the installation of utilities.

**8. Vested Rights.** The approval of this Agreement by the City creates a vested right that protects the Owner from changes in the zoning regulations of Title 17 of the OCCGF. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it exempt the Owner from changes in the City's building codes and fees, development fees, and inspection fees. This vested right does not exempt the owner from compliance with changes to state and federal requirements, including those of the Montana Department of Transportation (MDT). This vested right may be voided, in whole or in part, if the Owner proposes substantial changes in the approved final construction plans of the development of the Subject Property.

**9. On-Site Improvements.** The on-site improvements required prior to certificate of occupancy of any structure built upon the Subject Property shall include everything required to provide water, sanitary sewer, sanitary sewer industrial pretreatment (as applicable), fire protection, storm drainage, storm water quality treatment, access, and other requirements as may be required by OCCGF. Access for purposes of emergency vehicles shall be installed to the City specifications prior to the issuance of any building permits for the Subject Property. The Owner shall provide public utility easements for all required public utilities, including City water, sewer, and storm main easements for mains being dedicated to the City. The Owner agrees to install on-site stormwater quality and quantity improvements consistent with City standards and submitted plans approved by the City. Stormwater quantity and quality control measures must comply with standards of the City of Great Falls Storm Drainage Design Manual. The design, installation, inspection, and maintenance responsibilities of these improvements shall be approved by the City. Additionally, an enforceable operation and maintenance agreement with the City and the Owner is required to ensure private stormwater control measures function properly.

**10. Access/Private Internal Transportation Facilities.** Vehicular traffic will ingress/egress from the two access points shown on the attached Site Layout Plan along 46<sup>th</sup> Street South. All internal streets and sidewalks within the proposed subdivision will be private. Construction and maintenance of all private internal transportation facilities shall be the responsibility of the development.

**11. Required Public Improvements.** The public improvements required for the development of the Subject Property shall be installed as shown on the final construction plans that are submitted to and approved by the City prior to issuance of the applicable Certificates of Occupancy for each development phase. As an alternative, the Owner may provide a financial security for said improvements as prescribed in Section 16.

**11.1 Water.** The Owner hereby agrees to extend a looped eight (8) inch public water main through the development and connect to the existing water mains as shown on the proposed Infrastructure Plans consistent with City standards and submitted plans approved by the City, including the addition of the required fire hydrants. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of water main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public City water main easement, the location of which shall be approved by the City. The improvement is to be owned and maintained by the City upon completion.

**11.2 Sanitary Sewer.** All buildings upon the subject property shall be served by sanitary sewer as shown on the proposed Infrastructure Plans. Installation of sewer mains is the responsibility of the Owner. Sanitary sewer mains shall be constructed consistent with City standards and submitted plans approved by the City of Great Falls. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of sewer main service located outside of the public right-of-way shall be located in a minimum 20-foot wide City Sewer main easement, the location of which shall be approved by the City. Sanitary sewer gravity mains and associated improvements are to be owned and maintained by the City upon completion. Private grinder pumps, private force service lines, private lift stations, and private force mains shall be owned and maintained by the Owner or collective Subject Property Owners. These systems shall be permitted and operated as private wastewater collection systems through the Montana Department of Environmental Quality and a Certificate of Subdivision Approval (COSA) shall be obtained prior to construction. Private systems must be certified by the design engineer.

**11.3 Storm Water.** The Owner agrees to install stormwater quality, quantity, piping, and pond improvements consistent with City Standards, the City Storm Drainage Design Manual, and approved by the City of Great Falls Public Works Department. The Owner agrees to construct a stormwater detention pond on Lot P1 of the Development. This lot will be dedicated to the City during the final plat process. Any portion of storm main located outside of the public right-of-way shall be located in a minimum 20-foot wide City storm main easement. The improvements are to be owned and maintained by the City upon completion. A fully functional stormwater system shall be in place prior to approval of the final plat of the first phase. Temporary facilities will not be owned or maintained by the City.

**11.4 Roadways and Sidewalks.** The Owner agrees to construct and/or reconstruct roadway and curbing along 46<sup>th</sup> Street adjacent to the Subject Property. Sidewalk, and boulevard landscaping along the east side of 46<sup>th</sup> Street shall be installed adjacent to the Subject Property as construction commences adjacent to those locations. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls. All boulevard improvements, including curbing, sidewalks, and landscaping shall be maintained by the Owner. In the event construction does not commence adjacent to 46<sup>th</sup> Street, a sidewalk must still be installed to provide pedestrian access along 46<sup>th</sup> Street along the entire frontage of the Subject Property within five (5) years after annexation, unless an extension is granted by the Administrator to the Owner.

**12. Reimbursements owed by the Owner.** The Owner is responsible for paying the following reimbursements as specified below.

**12.1 Water Main in 46<sup>th</sup> Street.** The existing 8" water main in 46<sup>th</sup> Street was installed under Office File 1422 with the Central Avenue Condominium Addition. The City paid 50% of the cost of the water main and the Owner shall reimburse the City \$6,529.00. The reimbursement shall be due no later than four months after approval and acceptance of said improvements by the City.

**13. Reimbursements owed to Owner.** Except as set forth herein, the City will assist in obtaining initial reimbursements due from other adjacent or benefitted property owners under this Agreement, however



the Owner remains responsible for any legal enforcement of the terms of this agreement as against future benefitted owners. The owner shall provide the city with documentation of its actual out-of-pocket costs of the installation of the hereafter mentioned improvements within four months after approval and acceptance thereof by the City. In the event of Owner's failure to provide the City with said cost data, the City shall not be obliged to undertake collection of the reimbursement provided for herein, and the responsibility for collection thereof shall be that of the Owner, its heirs, successors and assigns. Failure of the Owner to provide the City with said cost data for reimbursement as herein required shall in no way alter the obligation of any other party to make reimbursement as provided for herein, said failure will affect only the City's obligation to assist in collection thereof.

**13.1 Regional Stormwater Facility.** City to pay proportional share of existing right of way within the basin that drains to the pond. The City will attempt to obtain reimbursement from annexed parcels that are part of the basin for their proportional share in accordance with their signed annexation agreements. If the City is not able to obtain these funds, the developer shall pay the difference. Un-annexed parcels that are in the basin will pay a proportion in accordance with their use at the time of annexation. These parcels may utilize the quality and quantity of the pond for their developments. The cost sharing shall not exceed the available funds in the unscheduled development item of the Stormwater fund. The Owner shall provide the City with a basin exhibit that delineates contributing areas by parcel and acreage, a preliminary cost estimate for the regional pond facility to determine each contributing property's proportional share.

**City** – Contributing areas of 46<sup>th</sup> St, Central Ave, 3<sup>rd</sup> Ave S, and other Right of Ways - # AC

**Great Falls Housing Authority** – Contributing areas of this parcel per their signed annexation agreement - # AC

**Central Ave Condos** – Contributing areas of this development per their signed annexation agreement - # AC

**Holy Spirit Church** – Contributing areas of this development per their signed annexation agreement - # AC

**Meadowview Village** – Contributing areas of this development and the remainder to be reimbursed when remainder tracts annex. - # AC

**13.2 Un-Annexed Parcels to the West.** The parcel west of 46<sup>th</sup> Street which adjoins the improvements installed by the Owner shall pay their proportional share for roadway improvements to 46<sup>th</sup> Street to the Owner at the time of annexation.

**13.3 Oversizing.** The City shall reimburse the Owner the cost difference of any required over-sizing of public water main, sanitary main, and storm drain improvements. The amount to be reimbursed shall be determined by the Administrator's evaluation of the Owner's actual improvement cost for over-sizing of the pipe, including fittings and valves. The reimbursement amount shall be based on actual quantity of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.

**14. Waiver of Protest.** Owner agrees to waive protest against the creation of one or more special improvement districts for the construction and maintenance of necessary facilities, including, but not limited to, storm water management facilities, sanitary sewer facilities, sanitary sewer lift stations, roadways and major streets. As with all other provisions of this agreement, this waiver applies to the Binding Effect of Section 22.

**15. Warranty, Ownership and Inspection of Public Improvements.** The Owner is responsible for the repair or replacement of any faults in the materials or workmanship of the required on-site and off-site public improvements for a period of two years from the date those improvements are accepted for maintenance by the City. This warranty will be enforced by the City receiving 10% of the security required by Section 16 of this Agreement for the two-year warranty period. That sum will be released at the end of two years unless the parties are involved in a dispute about the condition, repair, or replacement of any of the required improvements, in which case funds will be held by the City until that dispute is resolved. The release of warranty funds follow the procedure established in Section 16 of this Agreement for the release of securities. If public utility infrastructure is in need of repair or maintenance at any time for reasons outside this development landowner's cause, the City shall be responsible for replacing the surface back to original condition. This is to include private roadway pavement, sidewalks, landscaping or irrigation.

Installation of all sidewalks, curb ramps, water, sewer, storm drain, and other public improvements for the Subject Property shall be subject to the City's inspection policy in place at the time of installation.

**16. Security for Public Improvements.** If any public improvements in each construction phase need to be deferred, the Owner shall, provide the City with a performance bond, an irrevocable letter of credit, or another form of security acceptable to the Administrator in an amount equal to one hundred thirty-five percent (135%) of the costs of the required public improvements.

The security required by this section shall be returned or released upon acceptance of the required improvements, except as provided in Section 15. Following the final required inspection and City Approval of the public improvements, the Director of Public Works shall promptly inform the Administrator, in writing, that all improvements have been inspected and are acceptable for maintenance by the City. If all other improvements relating to the development of the Subject Property are in compliance with all conditions of approval, this Agreement, and the OCCGF, the Administrator shall then instruct the City Clerk to release the security to the Owner, minus the retained portion to be held in warranty as required by Section 15 of this Agreement.

**17. Maintenance Districts.** The Owner hereby agrees to waive its right to protest and appeal the lawful creation of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Subject Property.

**18. Park District.** Owner acknowledges that the Subject Property is, by operation of law and pursuant to Resolution No. 10238, adopted by the City Commission on June 5, 2018, included within the boundaries of the Great Falls Park District Number 1. Owner acknowledges that property within the Great Falls Park District Number 1, including the Subject Property, is subject to annual assessments for the purposes of

the Great Falls Park District Number 1 in amounts to be determined by the City Commission each year, in accordance with Resolution No. 10238, as it may be amended or supplemented.

**19. Public Roadway Lighting.** The Owner agrees to waive its right to protest and appeal any future special lighting district for public roadway lighting facilities that service the Subject Property, and further agrees to pay for the installation of public roadway lighting which services the Subject Property, if such lighting is required by the City or MDT during project review.

**20. City Acceptance and Zoning.** In consideration of the terms of this Agreement, the City hereby accepts the Subject Property for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned City zoning classifications of Planned Unit Development (PUD) for the Subject Property.

**21. Limitation of Liability.** The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owner is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State requirements, and other applicable standards. The City's limited plans review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owner, nor any third party may rely upon the City's limited review or approval.

The Owner shall indemnify, hold harmless and defend the City, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to the Subject Property described herein including, but not limited to, approval and oversight of the improvements related to development of the Subject Property. This indemnification by the Owner of shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City. Any obligation of the City shall be limited by the amounts set forth in MCA § 2-9-108.

Upon the transfer of ownership of the Lots comprising the Subject Property, the prior owner's (whether it is the Owner that signed this Agreement or a subsequent owner) indemnity obligation herein is released, for the Lots transferred, and the indemnity obligation runs to the new owner of the Lot(s). Only the owner of the Subject Property, or Lot(s) contained therein, with adverse conditions at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to indemnify, and no owner of uninvolved Lot(s) is obligated to indemnify.

**22. Binding Effect.** The provisions, covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

*[The reminder of this page is intentionally left blank. Signature page to follow.]*

**THE CITY OF GREAT FALLS, MONTANA**

A Municipal Corporation of the State of Montana

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Gregory T. Doyon, City Manager

ATTEST:

(Seal of City)

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Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT\*:

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David Dennis, City Attorney

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

**46<sup>th</sup> Street LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of \_\_\_\_\_)

:ss.

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and Twenty-Five, before me, the undersigned, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public



## Traffic Analysis

### Meadowview Village Subdivision, PUD and Annexation

**Project Description/Location:** A 163-unit manufactured home development (single-family homes on foundations and on individual lots) has been proposed at the eastern end of Central Avenue at 46<sup>th</sup> Street North. The development would include a clubhouse and outdoor green space. The proposed development would be served with a single loop roadway with private alleys. The alleys would be 20 feet wide, and the main roadway a standard city local roadway width with a sidewalk and parking on one side.

**Existing Facilities:** 46<sup>th</sup> Street North abuts the property on the west, and is sub-standard in width. Central Avenue intersects with 46<sup>th</sup> Street North at a “T” intersection, with 46<sup>th</sup> Street North being the through street. A short segment of 1<sup>st</sup> Avenue South abuts the subject property on the far southeastern end, serving the Great Falls Housing Authority’s Sunset Court housing complex.

Sidewalks exist on the north side of Central Avenue and on the east side of 46<sup>th</sup> Street South, along the property to the south. 1<sup>st</sup> Avenue Southwest has sidewalks on its south side. There are no sidewalks abutting the subject property; on the east side of 46<sup>th</sup> except for a portion north of Central Avenue; nor, on the south side of Central Avenue immediately west of the subject property.

Central Avenue and 46<sup>th</sup> Street are classified as Collector roadways. 46<sup>th</sup> Street South serves as an important connection between 2<sup>nd</sup> Avenue North and 3<sup>rd</sup> Avenue South. The function of a Collector is to serve shorter local trips and feed traffic from local streets to the larger, higher-capacity Arterial roadway network such as 2<sup>nd</sup> Avenue North. A Collector is typically a low to moderate capacity two-lane roadway.

Central Avenue has a stop sign at 46<sup>th</sup> Street eastbound, and is signed with a speed of 25 MPH. 46<sup>th</sup> Street has no posted speed limit so has a default speed of 25 MPH. It is stop-controlled with signage at 3<sup>rd</sup> Avenue South and 2<sup>nd</sup> Avenue North.

Central Avenue has curb and gutter on the north side, but not the south side, and appears to be standard width pavement. 46<sup>th</sup> Street has no curb or gutter, and appears to be sub-standard in width with a “jog” in alignment just north of the subject property. Curb and gutter begin on the east side along the property that abuts the subject property on the south, extending to 3<sup>rd</sup> Avenue South (a Collector). Stormwater conveyance in the 46<sup>th</sup> Street right-of-way appear to be undefined.

**Existing Traffic Volumes:** The only regularly counted traffic volume count location in the area is on 46<sup>th</sup> Street South, just south of Central Avenue, immediately adjacent to the subject property. The volume for this location is shown on **Table 1**, along with the expected growth from the development.

**Trip Generation:** Although this development is proposed to include a mixture of housing sizes, the common denominator is that they are all single-family manufactured homes on permanent foundations. Therefore, the appropriate Land Use type from the *ITE Trip Generation Manual, 11<sup>th</sup> Ed.*, is a Mobile Home Park, even though that definition differs slightly from the City of Great Falls’ Land Use definition for the same. The ITE Manual’s definition is:

*“MOBILE HOME PARK: A mobile home park generally consists of manufactured homes that are sited and installed on permanent foundations. The mobile home park typically includes community facilities such as a recreation room, swimming pool, and laundry facilities.”*

Additionally, the proposed design of the Village is similar to many mobile home parks, with private drives and no through vehicular traffic. So, referencing the ITE Trip Generation Manual, a Mobile Home Park land use would be expected to generate an average of 7.12 trips per dwelling unit on a weekday, for a total estimated average of 1,161 trips per weekday.

Traffic from the proposed development during “peak hour” – that is, the hour of the day generating the highest traffic – is expected to be generated at the rate of .65 vehicles per dwelling unit for a one-hour period during the afternoon/evening. For the 163 units, this equates to 106 vehicles (*Source: ITE Trip Generation Manual, 11<sup>th</sup> Ed.*).

**Private Roadway Access:** The developer has proposed two private roadways driveway onto 46<sup>th</sup> Street – one directly across from Central Avenue and the other approximately XX feet to the south.

**Trip Distribution:** To analyze impact upon the current street network, assumptions must be made regarding the distribution of the trips upon existing street segments. There are three possible routes to and from the proposed development – north on 46<sup>th</sup> Street; south on 46<sup>th</sup> street; and, west on Central Avenue. Each segment is assumed to be similarly “attractive” to drivers – that is, all directions have nearly equal efficiency, safety, and directness to and from a destination or origin. And, important land-use destinations are nearly equal in all directions – schools and employment to the west; shopping, employment, recreation and a major arterial to the north; religious institutions, employment and shopping to the south. Because 2<sup>nd</sup> Avenue North is a major arterial, it will be assigned slightly higher “attractiveness.”

In summary, the trips generated by the proposed development are estimated to be distributed as follows: 30% on Central Avenue; 30% on 46<sup>th</sup> Street to the south; and, 40% on 46<sup>th</sup> to the north.

**TABLE 1**

STREET SEGMENT	DAILY VOLUME (DATE)	PROJECTED GROWTH	PROJECTED DAILY VOLUME	PEAK HOUR VOLUME	PROJECTED GROWTH	PROJECTED PEAK HOUR VOLUME
46 <sup>th</sup> Ave S (just south of Central)	1,921 (2022)	349	2,270	177	32	209
46 <sup>th</sup> Ave S (just north of Central)	n/a	465	n/a	n/a	43	n/a
Central Avenue	n/a	349	n/a	n/a	32	n/a

*Note: all numbers are vehicle trips per day or vehicle trips per peak hour*

**Pedestrian and Bicycle Facilities:** The developer would be required to build missing sidewalk

adjacent to the subject property, connecting to the existing network. The Long Range Transportation Plan recommends a “bike boulevard” be installed on 46<sup>th</sup> Street.

**Transit:** The proposed development is approximately 725 feet from a Great Falls Transit route on 3<sup>rd</sup> Avenue South via 46<sup>th</sup> Street or 52<sup>nd</sup> Street, and 635 feet from its entrance to the route on 44<sup>th</sup> Street via Central Avenue. 44<sup>th</sup> Street also has an existing transit shelter. Construction of recommended pedestrian improvements (below) will ensure a safe, direct route for riders to access public transit.

**Recommendations/Conclusions:** The existing street network has sufficient capacity to accommodate the additional traffic that would be generated by the proposed development, but the area has insufficient existing pedestrian and bicycle facilities and connections. Transit services are within easy walking distance from the development.

**46<sup>th</sup> Street Improvements:** Upgrades to 46<sup>th</sup> Street adjacent to the subject property, including sidewalk with a safe ADA compliant crossing at Central Avenue, are necessary to comply with the City’s Codes and Extension of Services Plan. Therefore, upgrades should be a condition of annexation. The developer should connect the new sidewalk to the existing sidewalk to the south, including a short stretch that is not directly adjacent to the subject property. Per City Code requirements, all sidewalk adjoining the development shall be maintained by the development. This is a required off-site improvement.

Instead of a bike boulevard, staff recommends widening 46<sup>th</sup> Street to include a striped bike lane width of 5-6 feet on both sides to accommodate separated bicycle movements (as a safer alternative to a bike boulevard). For safety along the street, no on-street parking is recommended.

**1<sup>st</sup> Avenue South Pedestrian Connection:** Due to the nearness of Chief Joseph Elementary School and the 3<sup>rd</sup> Avenue South transit route, a convenient, direct and safe ADA compliant pedestrian access to the existing sidewalk network at 1<sup>st</sup> Avenue South/52<sup>nd</sup> Street South is a recommended condition of annexation and development. This is a required off-site improvement to be maintained by the development. If an alternate connection to Chief Joseph Elementary School is proposed by the developer, it must, at a minimum, connect to pedestrian facilities at the school and be approved by both the school and the City staff and include a mutually agreed-upon maintenance plan.

Because adequate vehicle access to and from the proposed subdivision would be provided at the two new approaches onto the Collector roadway of 46<sup>th</sup> Street, no vehicle access onto the local roadways of 1<sup>st</sup> Avenue South/52<sup>nd</sup> Street South is recommended.

**Internal streets and alleys:** The proposed new private streets should be stop controlled at 46<sup>th</sup> Street. Internal stop control at the alleys should be considered but is not required. Sidewalk should be provided on at least one side, if not both sides, of the main internal streets. Safe pedestrian access to the community amenities should be provided. No pedestrian facilities on the private alleys is necessary if desired by the developer, due to the projected low volume of traffic and absence of parking available in the alleyway. Safe locations for any community trash disposal sites and other community features such as common mailboxes should identified as to not interfere with

pedestrian or vehicle movements. Finally, the northern private street approach must align with Central Avenue, per adopted City guidance and safe design practices.

Maintenance of all internal transportation facilities shall be the responsibility of the development.

Miscellaneous: Speed posting on internal streets is not required, but may be considered by the developer and should meet national standards. Traffic calming on internal streets is not required but, if installed, should be done in compliance with national standards.

Due to the existing and future traffic volumes, speed limit posting on 46<sup>th</sup> Street should be considered by the City. Center striping may also be desirable, due to the curve north of Central Avenue, lack of street lighting and Collector roadway classification.

# MEADOWVIEW VILLAGE

*A 163 lot Residential Subdivision in Great Falls, Montana*

## Land Use Submittal Report

<i>Revision</i>	<i>Date</i>
Land Use Submittal	02/17/2025
Land Use Resubmittal 1	04/03/2025
Land Use Resubmittal 2	04/16/2025

Prepared for:

***Upslope Group***  
PO Box 16795  
Missoula, MT 59808

405 Third Street NW, Suite 206  
Great Falls, MT 59404  
(406) 761-1955

**WOITH ENGINEERING, INC.**  
**ENGINEERS & SURVEYORS**

3860 O'Leary Street, Suite A  
Missoula, MT 59808  
(406) 203-0869

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- Appendix F – Conceptual Civil Reports
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- Appendix H – Additional Site Drawings and Renderings
- Appendix I – Homeowners Association Documents (TBD)



The following headings follow the “Land Use Application Checklist” that was determined to be required for submittal from the City of Great Falls Planning and Community Development Department. The checklist was supplied to Woith Engineering on January 29<sup>th</sup>, 2025. See Appendix A for the checklist.

## 1. ANNEXATION BY PETITION

### 1.A. AERIAL EXHIBIT

See Appendix B

### 1.B. NARRATIVE OF THE PROJECT

The Meadowview Village Subdivision is located in Section 09, Township 20 North, R04 East, Beebe Lots 8-10 & 13-15, City of Great Falls, Cascade County, Montana. This proposed development will connect to 46th Street North, and create a network of roads and alleys through the subdivision. All roadways and alleys will be private. Street and utility improvements will be constructed and completed with each phase of construction.

#### **The Need for Attainable Housing**

The purpose of this project is to develop entry level housing to allow our buyers to gain future equity, appreciation, and an opportunity to control their housing costs. Home prices in Great Falls have risen significantly in recent years, making homeownership increasingly out of reach for many residents, including teachers, retired police officers, senior citizens, and others who contribute to the strength and character of Great Falls. Our development team, in collaboration with our civil engineers, is committed to addressing this challenge by providing attainable homes for purchase, rather than additional rental units.

With the expansion of Malmstrom Air Force Base and an increasing population, Great Falls requires an estimated 370 new homes for sale annually. While our project alone cannot meet this full demand, it will provide a crucial supply of homes for residents looking to achieve homeownership.

#### **Green Spaces (Cottage Courts) in Front of Each Home**

Dedicated green spaces are a central feature of this project, promoting aesthetic appeal, creating a safe area for children to play, and building a sense of community. Key advantages include:

- **Improved Quality of Life:** These green spaces serve as areas for relaxation, recreation, and community gatherings, enhancing residents' mental and physical well-being.

- **Visual Appeal:** Green spaces create an attractive streetscape, boosting property values and contributing to the overall charm of the neighborhood.
- **Common Use Areas:** Instead of larger individual lots, communal greenspace will be maintained by the HOA, keeping the neighborhood open and green while reducing landscaping costs for homeowners.

### Explanation of Street Width in this Project

The private road design in our subdivision aligns with our commitment to creating a safer, more efficient, and cost-effective community. Key benefits include:

- **Improved Safety for Drivers and Pedestrians:**
  - Restricting parking to one side of the street reduces the chances of accidents caused by vehicles pulling in and out of parking spaces.
  - Enhanced visibility and fewer interactions between vehicles and pedestrians result in a more controlled and predictable traffic environment.
- **Wider Travel Lanes:**
  - Featuring ten-foot travel lanes, wider than the city's standard nine-foot lane, ensures safer vehicle navigation.
  - The extra lane width minimizes sideswipe risks and provides drivers with more reaction time for unexpected obstacles.
  - Wider lanes also accommodate emergency and service vehicles, allowing for swift and unobstructed access during critical situations.
- **Selective Sidewalk Placement:**
  - Sidewalks on only one side of the street balance affordability with safety by providing a clear pedestrian path while reducing construction costs.
  - Concentrating foot traffic on one side reduces potential conflicts between pedestrians and vehicles while still promoting walking and outdoor activity.
  - Sidewalk construction will be completed by the developer and installed after installation of homes per row.

These thoughtfully designed elements collectively enhance traffic flow, community safety, and affordability, ensuring our subdivision is both desirable and functional for Great Falls residents.

### **Project Alignment with City Goals & Strong Towns Principles**

Our development is well-aligned with the principles of Strong Towns and the goals of the City of Great Falls:

- **Infill Development:** This project will be located within the city's existing infrastructure, utilizing established sewer and water lines rather than requiring costly new extensions.
- **Privately Maintained Roads:** All roads in our community will be privately maintained, ensuring that the city does not bear future maintenance and replacement costs.
- **Denser Lots for Attainability:** By designing homes on more efficient lots, we are able to bring down costs and offer homes at a more attainable price point, making homeownership more accessible for Great Falls residents.
- **Efficient Lot Design for Diverse Housing Options:** Our thoughtfully designed lots accommodate a range of home sizes and styles, making homeownership accessible to residents with different needs and budgets. By maximizing land efficiency, we can lower costs while maintaining quality and livability.

### **Efficient, Cost-Saving Design**

We have made specific design decisions to maximize cost savings and keep home prices attainable for our buyers. Every efficiency we achieve, whether in site layout, infrastructure, or home design—translates directly into attainability for end buyers. This means more Great Falls residents will have the opportunity to own a home rather than remain renters indefinitely.

### **Conclusion**

We at Upslope Group are excited to be a partner with the community of Great Falls and work with residents and elected officials to bring much-needed attractive and well-designed attainable housing to the city. In collaboration with our civil team and city officials we have created a design that focuses on community with common area green spaces, a community center, a pickleball/sports court, and playground. By approving this project, the city will take a significant step toward addressing the housing shortage, providing homeownership opportunities for local families, and ensuring that Great Falls remains a vibrant, affordable community for generations to come.

HOA documents are being developed for the proposed project and will encompass uniform architectural and landscaping standards, maintenance and usage of the roads and common areas, and community responsibility and enforcement.

## 2. PRELIMINARY PLAT (TABLE 1)

### 2.A. NARRATIVE OF THE PROPOSED PROPERTY

See Section 1.B.

### 2.B. PRELIMINARY PLAT

See Appendix C

### 2.C. CONCEPTUAL PLANS FOR PUBLIC INFRASTRUCTURE

See Appendix D

### 2.D. PRELIMINARY SOILS/GEOTECHNICAL INFORMATION

See Appendix E

### 2.E. ESTIMATED WATER AND WASTEWATER DEMAND/DISCHARGE

See Appendix F

### 2.F. PRELIMINARY DRAINAGE PLAN

See Appendix D

### 2.G. SPECIAL FUNDING PROPOSAL

We are in early discussions with city staff about creating a Special Improvement District (SID) to help fund the installation of vital infrastructure. A SID for this project is in the city's best interest because it enables essential infrastructure improvements—such as roads, sidewalks, and utilities—without placing the financial burden on the broader taxpayer base, because our district would only include our neighborhood. By utilizing an SID, we can ensure high-quality infrastructure that supports the city's growth while maintaining fiscal responsibility. This approach facilitates much-needed homeownership opportunities in Great Falls while aligning with the city's goal of sustainable, cost-effective development.

### 2.H. PRELIMINARY EASEMENTS

LAND USE SUBMITTAL REPORT  
Meadowview Village  
April 16, 2025



The proposed preliminary easements are shown on the preliminary plat in Appendix C.

### 3. PLANNED UNIT DEVELOPMENT (TABLE 3)

#### 3.A. NARRATIVE/DEVELOPMENT STANDARDS

See Appendix G

LAND USE SUBMITTAL REPORT  
Meadowview Village  
April 16, 2025



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# APPENDIX A

## Land Use Application



CITY OF GREAT FALLS  
PLANNING & COMMUNITY DEVELOPMENT DEPT.  
P.O. BOX 5021, GREAT FALLS, MT, 59403-5021  
406.455.8430 • WWW.GREATFALLSMT.NET

## LAND USE APPLICATION

Meadowview Village

**Name of Project (if applicable):**

Central Ave/46th St South

**Project Address:**

Upslope Group LLC

**Applicant/Owner Name:**

PO Box 16054

**Mailing Address:**

406-201-1259

Info@UpslopeGroup.com

**Phone:**

**Email:**

Woith Engineering - Robby Osowski and Spencer Woith

**Representative Name:**

406-205-1761

robert@woitheng.com

**Phone:**

**Email:**

- ☒ **Annexation: \$3,000 + \$150/acre**
- ☒ **Preliminary Plat, Major: \$4,000 + \$100/lot**
- ☐ **Final Plat, Major: \$2,000 + \$50/lot**
- ☐ **Minor Subdivision: \$3,000**
- ☐ **Zoning Map Amendment: \$4,000**
- ☐ **Conditional Use Permit: \$3,000**
- ☒ **Planned Unit Development: \$4,000**
- ☐ **Amended Plat, Non-administrative: \$3,000**

### LEGAL DESCRIPTION:

Beebe Lots 8-10 & 13-15

**Lot/Block/Subdivision:**

Section 09/Township 20 N/Range 04 E

**Section/Township/Range:**

### ZONING (ZONING MAP AMENDMENT ONLY):

Suburban Resid. - 1

PUD

**Current:**

**Proposed:**

### LAND USE (CONDITIONAL USE ONLY):

Vacant

Single Family

**Current:**

**Proposed:**

I (We), the undersigned, understand that the filing fee accompanying this application is not refundable. I (We) further understand that the fee pays for the cost of processing, and the fee does not constitute a payment for approval of the application. I (We) further understand that public hearing notice requirements and associated costs for land development projects are my (our) responsibility. I (We) further understand that other fees may be applicable per City Ordinances. I (We) also attest that the above information is true and correct to the best of my (our) knowledge.

**Applicant/Owner's Signature:**

02/14/2025

**Date:**

**Representative's Signature:**

02/14/2025

**Date:**

## Land Use Application Checklist

All applicants are required to complete and submit the Land Use Application, associated fee, checklist, and required material per the checklist for the proposed development. This fee is non-refundable whether the request is approved or not. No processing will be performed until this fee has been paid. The applicant will also be responsible for the costs associated with publishing the legal ad. Per the Official Code of the City of Great Falls (OCCGF) Title 17 - Land Development Code, applicants requesting any of the following developments noted in the chart below are required to have a pre-submittal meeting with City Staff. Further, when directed by the City, the applicant will be required to present the proposed development to the Neighborhood Council.

### APPLICANT SHALL SUBMIT ALL INFORMATION THAT IS MARKED REQUIRED BY STAFF FOR A COMPLETE SUBMITTAL

Completeness Checklist		Req.	App.	Staff
<b>Annexation by Petition</b>	Annexation requires an aerial exhibit or an amended plat/certificate of survey of the property to be annexed. Applicant is also required to submit a narrative of the proposed use of the property to be annexed and the requested zoning to be established.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Preliminary Plat, Major Subdivision</b>	All major subdivisions require the approval of a preliminary plat. Submittal for the preliminary plat process also requires a narrative of the project as well as submittal of all information outlined in Table 1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Final Plat, Major Subdivision</b>	A final plat is required for each phase of a major subdivision. Submittal for final plat also requires submittal of all information outlined in Table 2. This information shall be submitted before the project will be put on an agenda for the Planning Advisory Board. Before a final plat can be recorded, all information noted in Table 2 must be approved.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Minor Subdivision</b>	All minor subdivisions require a narrative of the project and a site plan showing compliance with the Development Standards as stated in the OCCGF as well as submittal information to show compliance with stormwater regulations (See Table 3), and a minor subdivision plat (See Table 2).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Zoning Map Amendment</b>	Zoning map amendments require an exhibit of all properties to be proposed for the rezone, a narrative explaining the reasons for the rezone request, as well as submittal information to show compliance with stormwater regulations (See Table 3).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Conditional Use Permit</b>	A conditional use permit requires a narrative explaining the project and the reason for the request of a conditional use permit along with a site plan of the project (See Table 3).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Planned Unit Development</b>	A planned unit development request requires the submittal of a narrative explaining the project and reason for the request of a planned unit development. The submittal also requires the applicant to provide requested development standards that differ from those put forth in the OCCGF, a site plan showing the requested standards, as well as submittal information to show compliance with stormwater regulations (See Table 3).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Amended Plat, Non-Administrative</b>	Any amended plat altering six or more lots is required per State Statute to be reviewed by the governing body. This submittal requires a narrative of the project and an amended plat (See Table 2 for requirements).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# Land Use Submittal Checklist - (continued)

## APPLICANT SHALL SUBMIT ALL INFORMATION THAT IS MARKED REQUIRED BY STAFF FOR A COMPLETE SUBMITTAL

Table 1 - Preliminary Plat Checklist		Req.	App.	Staff
<b>General Plat Requirements</b>	Plat shall include all applicable items per Title 17 - Appendix A :			
	▪ Title Block - Title shall contain the words amended plat, subdivision, or certificate of survey (COS), the legal description, and the quarter section, section, township, range, principal meridian and county	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Name of owners, adjoining platted subdivision names, and adjoining COS numbers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ North arrow, scale and description of monuments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Legal description of boundary perimeters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ All lots and blocks in the subdivision designated by number, the dimensions of each lot and block, the area of each lot, and the total acreage of all lots	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ All streets, alleys, avenues, roads and highways; their widths and bearings; the width of all right-of-way; and the names of all streets, roads, and highways	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ The location, dimensions and areas of all parks, common areas, and all other grounds dedicated for public use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Date of survey and purpose statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Show all phases if project is phased	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Plans and Supplemental Information</b>  See Engineering Checklist items at end of packet	One (1) hardcopy of all plans, all manuals, and one (1) electronic submittal via CD or thumb drive are to be submitted and contain the following items:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Conceptual Plans for Public Infrastructure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Preliminary Soils/Geotechnical Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Estimated Water and Wastewater Demands/Discharge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Preliminary Drainage Plan(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Any Special Funding Proposal for Public Infrastructure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Preliminary Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Table 2 - Final Plat and Minor Subdivision Checklist		Req.	App.	Staff
<b>General Plat Requirements</b>	Plat shall include all applicable items per Title 17 - Appendix A and the Cascade County Clerk and Recorder Checklist:			
	▪ Title Block - Title shall contain the words amended plat, subdivision, or certificate of survey (COS), the legal description, and the quarter section, section, township, range, principal meridian and county	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Name of owners, adjoining platted subdivision names, and adjoining COS numbers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ North arrow, scale and description of monuments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Legal description of boundary perimeters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ All lots and blocks in the subdivision designated by number, the dimensions of each lot and block, the area of each lot, and the total acreage of all lots	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ All streets, alleys, avenues, roads and highways; their widths and bearings; the width of all right-of-way; and the names of all streets, roads, and highways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ The location, dimensions and areas of all parks, common areas, and all other grounds dedicated for public use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Date of survey and purpose statement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ The signature and seal of the registered land surveyor responsible for the survey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Land Use Submittal Checklist - (continued)

### APPLICANT SHALL SUBMIT ALL INFORMATION THAT IS MARKED REQUIRED BY STAFF FOR A COMPLETE SUBMITTAL

Table 2 - Final Plat and Minor Subdivision Checklist (cont.)		Req.	App.	Staff
<b>Signatures and Certifications (continued)</b>	Plat shall include all items per Title 17 - Appendix A and the Cascade County Clerk and Recorder Checklist in order to obtain the needed signatures for recording of the plat:			
	▪ Certification by the governing body that the final subdivision plat is approved, such certification shall include the acceptance of any dedicated land and improvements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ In the absence of full dedicated park land, a certification by the governing body waiving park dedication or accepting cash donation in lieu of dedication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Certification by the applicable Planning Board that it has examined the subdivision plat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Signature of the landowner(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Certification of the County Treasurer that all real property taxes and special assessments levied on the land to be subdivided have been paid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Approval statement from MDEQ and/or City-County Health Department or the Exemption stamp from City-County Health Department where subdivision is exempt from Montana Sanitation in Subdivisions Act (COSA or MFE)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Plans and Supplemental Information</b>	Three (3) hardcopies of all plans, one (1) copy of all manuals, and one (1) electronic submittal will be submitted and contain the following items (all plans and reports shall be prepared by a Montana licensed Professional Engineer):			
	▪ Final Plans and Specifications, including applicable sanitary sewer, storm drainage/grading, street, water and traffic control facilities,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Final Storm Drainage/Water Design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Final Sanitary Sewer and Water Design Reports (Reports shall be prepared by in accordance with MDEQ requirements and standards)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ All other required Design Reports (i.e., traffic generation, geotechnical, pavement and roadway design)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Wastewater Industrial Pretreatment Survey for all developments except for projects containing only single or multi-family residential	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Copy of Letter certifying that the Developer will be responsible for the cost of full-time construction inspection services provided by the City Engineering Division or a Consultant Engineering firm. Check with City Engineering Division for inspections.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Original executed Easements for Public Infrastructure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Table 3 - Site Plan Checklist		Req.	App.	Staff
<b>Site Plan Requirements</b>	Site Plan shall include all applicable items per Title 17 - Appendix A :			
	▪ Title Block containing project name, developer and landowner name, north arrow, graphic scale, property boundaries, and acreage of subject property	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Land Use/Development Standards tables with applicable information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ A map of existing land uses occurring on and around the subject property.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Existing buildings and site amenities as applicable including; contours, wetlands, existing vegetation, water resources, floodplains.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ All proposed buildings and site features including, access drives, pedestrian facilities, parking, landscaping, and lighting per Title 17 requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ All proposed utilities and stormwater facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Plans and Supplemental Information</b>	One (1) copy of all plans, all manuals, and one (1) electronic submittal via CD or thumb drive are to be submitted and contain the following items:			
	▪ Conceptual Plans for Public Infrastructure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Preliminary Soils/Geotechnical Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Estimated Water and Wastewater Demands/Discharge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Preliminary Drainage Plan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Any Special Funding Proposal for Public Infrastructure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Preliminary Easements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Conceptual Civil Plans demonstrating proof of concept for all public infrastructure extensions including water, sewer, storm, and public roadways
- Preliminary Pavement, Water, Sewer, and Storm design reports which demonstrate proof of concept
  - A new lift station is not desired
  - Stormwater cannot discharge into adjacent private property without executing appropriate easements
- Copy of draft preliminary plat
- Prior to approval of a final plat, infrastructure must be constructed or financially guaranteed at %135
  - Alternatively, lots may be platted as restricted subject to infrastructure extension and further development review
- Prior to public infrastructure construction, all relevant civil review items must be provided and approved, including the infrastructure review fee

- Storm design report must demonstrate how design scope would meet the City's MS4 stormwater quality requirements
- Preliminary site map and narrative on how active construction stormwater pollution prevention plan (SWPPP) would be carried out

LAND USE SUBMITTAL REPORT  
Meadowview Village  
April 16, 2025

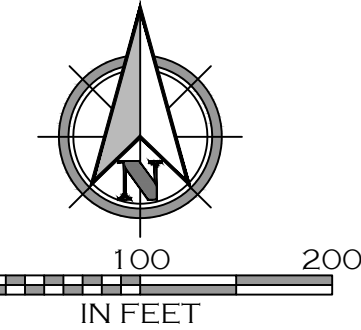
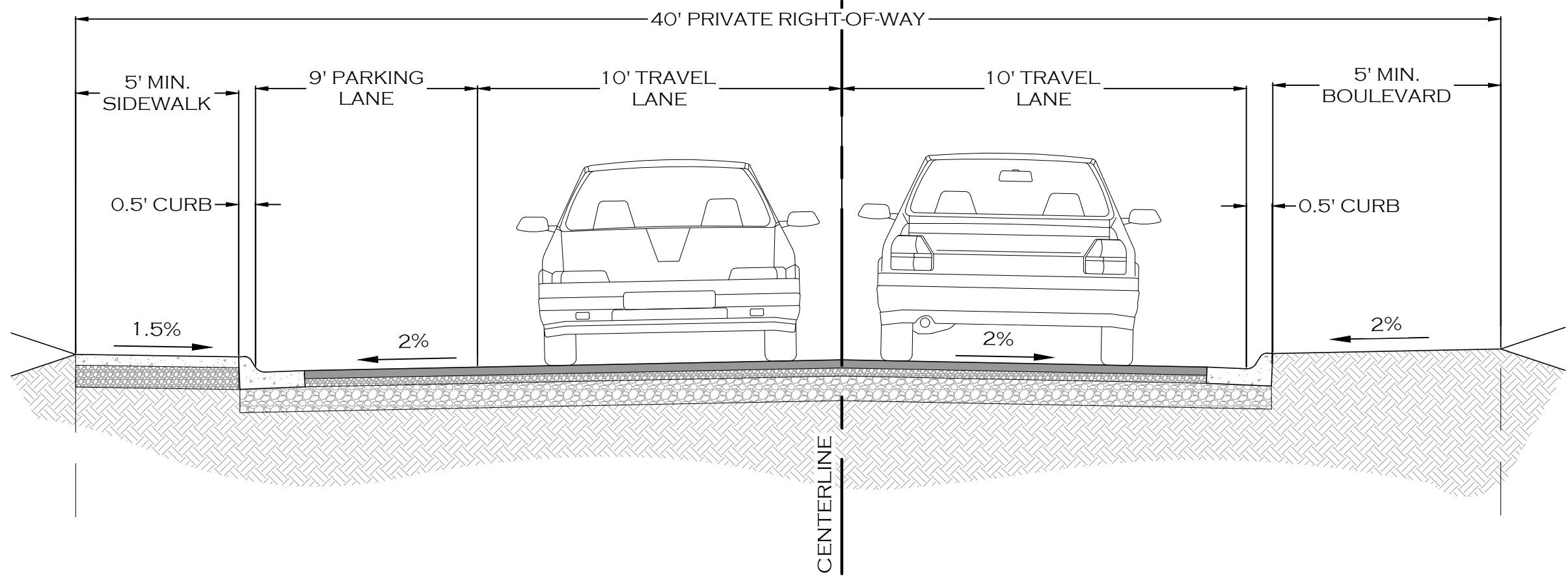


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# APPENDIX B

## Master Site and Phasing Plan





PRELIMINARY - NOT FOR CONSTRUCTION

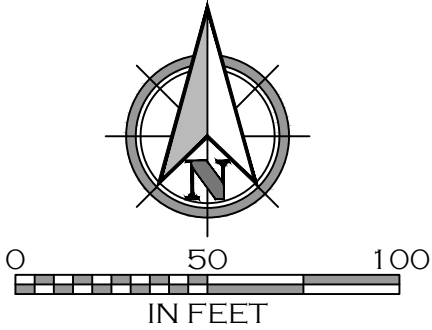
EX-A	GREAT FALLS	MEADOWVIEW VILLAGE	MONTANA	SITE LAYOUT OVERALL LAND USE SUBMITTAL	WOITH ENGINEERING, INC. ENGINEERS & SURVEYORS 405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-781-1955 3000 CLARY STREET, SUITE 100 • GIBSON, MT 59601 • 406-233-5505 WWW.WOITHENG.COM • COPYRIGHT © WOITH ENGINEERING, INC., 2025	46	DESCRIPTION	DATE	JOB #:	23-080
									DRAWN:	RLO/TDL
									DESIGN:	RLO
									QA:	SMW/RLO
									DATE:	04/03/2025





KEY NOTES

- 1 CLEAR VISION TRIANGLE (45' x 45') OR (10' x 10')
- 2 BUILDING CORNER PER LOT LAYOUT



PRELIMINARY - NOT FOR CONSTRUCTION

GREAT FALLS  
MEADOWVIEW VILLAGE  
MONTANA  
SITE LAYOUT WEST LAND USE SUBMITTAL

**WOITH ENGINEERING, INC.**  
**ENGINEERS & SURVEYORS**  
405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-781-1955  
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EX-A SITE LAYOUT WEST SUBMITTAL DWG PLOTTED BY ROBERT OSOWSKI ON APR/03/2025

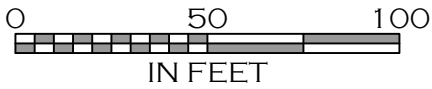
NO.	DESCRIPTION	DATE

JOB #:	23-090
DRAWN:	RLO/TDL
DESIGN:	RLO
QA:	SMW/RLO
DATE:	04/03/2025

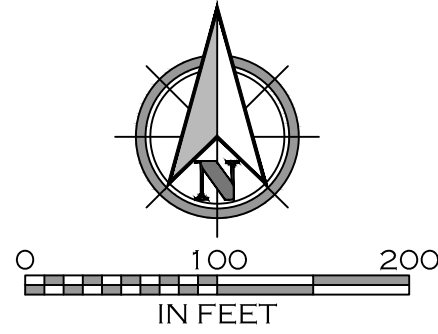




- 1 CLEAR VISION TRIANGLE (45' x 45') OR (10' x 10')
- 2 BUILDING CORNER PER LOT LAYOUT
- 3 CLUBHOUSE
- 4 PRICKLE BALL COURT BUILDING
- 5 PLAYGROUND
- 6 DOG PARK
- 7 MAILBOXES
- 8 SCHOOL DISTRICT TRAIL CONNECTION



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PRELIMINARY - NOT FOR CONSTRUCTION

GREAT FALLS  
MEADOWVIEW VILLAGE  
MONTANA  
SITE LAYOUT OVERALL LAND USE SUBMITTAL

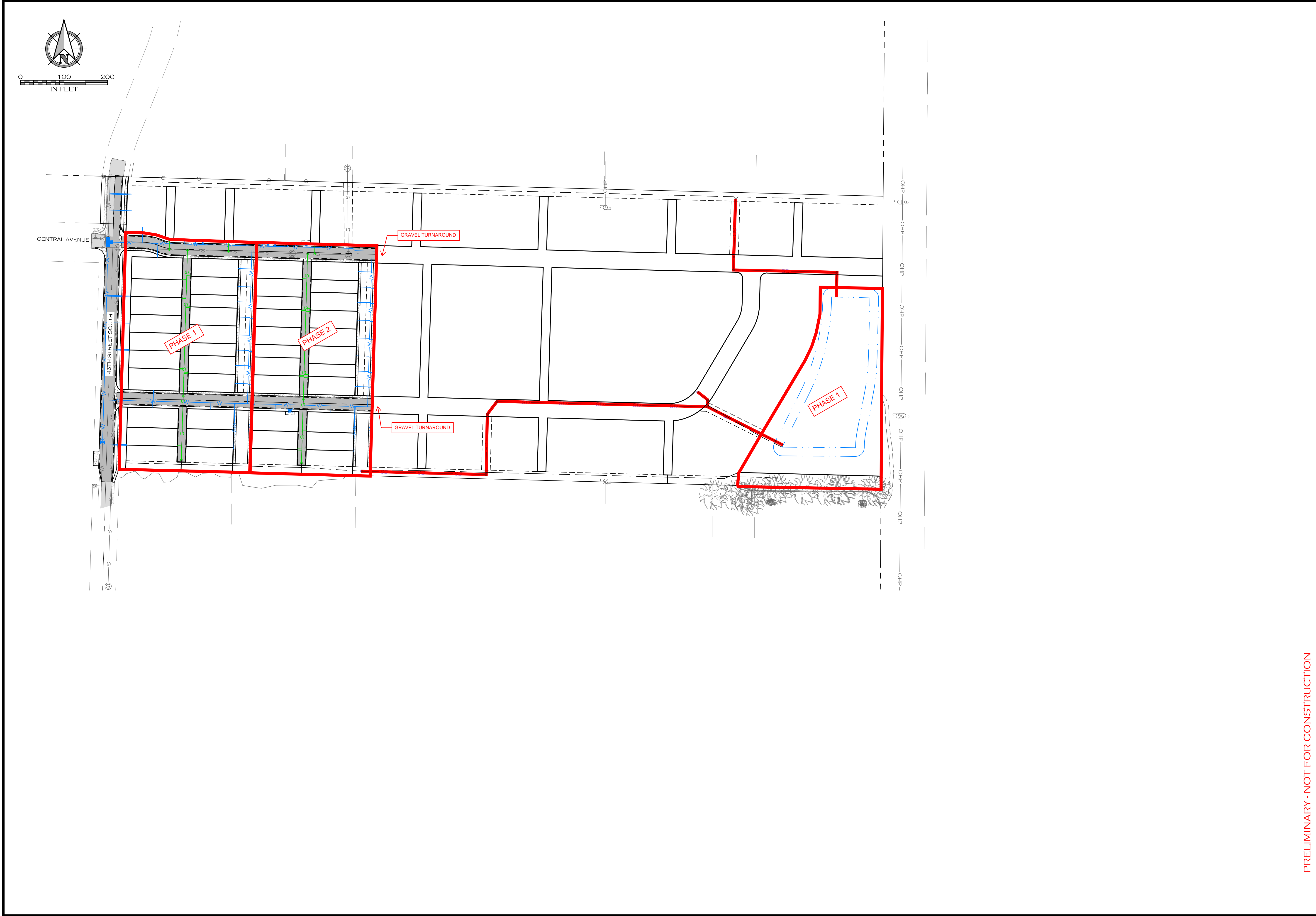
**WOITH ENGINEERING, INC.**  
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#	DESCRIPTION	DATE

JOB #:	23-080
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DATE:	04/03/2025





PRELIMINARY - NOT FOR CONSTRUCTION

EX-A	GREAT FALLS	MEADOWVIEW VILLAGE	MONTANA	PHASING PLAN	WOITH ENGINEERING, INC. ENGINEERS & SURVEYORS 405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-781-1955 3000 O'LEARY STREET, SUITE 100 • GIBSON, MT 59601 • 406-233-5555 WWW.WOITHENG.COM • COPYRIGHT © WOITH ENGINEERING, INC., 2025	#	DESCRIPTION	DATE	JOB #: DRAWN: DESIGN: QA: DATE:	23-090 RLO/TDL RLO SMW/RLO 04/03/2025

LAND USE SUBMITTAL REPORT  
Meadowview Village  
April 16, 2025



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# APPENDIX C

## Preliminary Plat

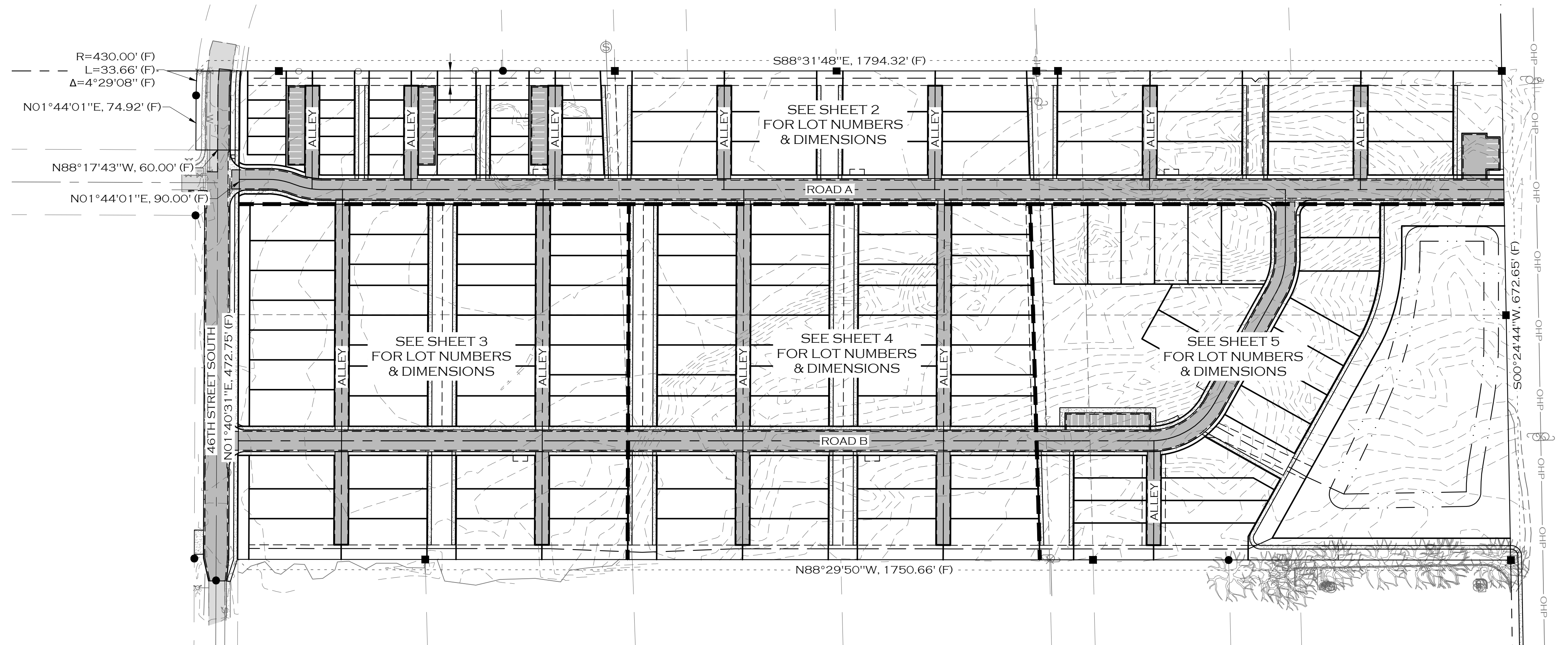


# PRELIMINARY PLAT OF MEADOWVIEW VILLAGE

A MAJOR SUBDIVISION LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA

OWNER OF RECORD  
GREAT FALLS CHURCH OF CHRIST  
INCORPORATED

SURVEY COMMISSIONED BY  
UPSLOPE GROUP



## LEGEND

	SECTION LINE
	EXTERIOR SUBDIVISION BOUNDARY
	OLD LOT BOUNDARY
	ADJOINING PARCEL BOUNDARY
	INTERIOR LOT BOUNDARY PER THIS PLAT
	EASEMENT PER THIS PLAT
	FOUND MONUMENT
	FOUND IRON PIPE
	FOUND REBAR
	EXISTING ASPHALT
	EXISTING DIRT ROAD
	EXISTING GRAVEL
	EXISTING CURB
	EXISTING ROAD CENTERLINE
	EXISTING TRAIL
	EXISTING SIGN POST
	EXISTING CONCRETE/SIDEWALK
	EXISTING DITCH
	EXISTING SWAMP
	EXISTING FILL PILES
	EXISTING LANDSCAPING
	EXISTING BARB WIRE FENCE
	EXISTING CHAINLINK FENCE
	EXISTING GATE POST
	EXISTING BOLLARD
	EXISTING OVERHEAD POWER
	EXISTING POWER POLE
	EXISTING BURIED TELEPHONE
	EXISTING MANHOLE - TELEPHONE
	EXISTING TELEPHONE VAULT
	EXISTING TELEPHONE PEDESTAL
	EXISTING BURIED GAS
	EXISTING SANITARY SEWER
	EXISTING MANHOLE - LIFT STATION
	EXISTING MANHOLE - SANITARY SEWER
	EXISTING WATER MAIN
	EXISTING WATER SERVICE
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	EXISTING DECIDUOUS TREE
	PROPOSED BUILDING
	PROPOSED ROAD CENTERLINE
	PROPOSED CURB
	PROPOSED ASPHALT
	PROPOSED SIDEWALK/CONCRETE
	PROPOSED POND

## SUBDIVISION AREAS

27.03 ACRES (GROSS)  
15.94 ACRES (LOTS)  
0.15 ACRES (PUBLIC RIGHT-OF-WAY)  
4.36 ACRES (PRIVATE ROADS & ALLEYS)  
4.49 ACRES (COMMON AREAS)  
2.09 ACRES (STORMWATER POND)

## KEY NOTES

- ① 60' PUBLIC RIGHT-OF-WAY DEDICATED TO CITY OF GREAT FALLS PER THIS PLAT
- ② PUBLIC UTILITY EASEMENT PER THIS PLAT (ENCOMPASSES COMMON AREA LOT, UNLESS OTHERWISE NOTED)
- ③ 20' STORM DRAINAGE EASEMENT PER THIS PLAT
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- ⑦ 20' x 8' CITY OF GREAT FALLS PUBLIC UTILITY EASEMENT PER THIS PLAT
- ⑧ 20' x 13' CITY OF GREAT FALLS PUBLIC UTILITY EASEMENT PER THIS PLAT

## PERIMETER LEGAL DESCRIPTION

TRACTS 8-10 & 13-15 OF BEEBE TRACTS, RECORDS OF CASCADE COUNTY, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN MONTANA, CASCADE COUNTY, MONTANA.

## NOTES

1. PROPOSED BEARINGS & DISTANCES AND PROPOSED EASEMENTS ARE PRELIMINARY AND MAY BE SUBJECT TO CHANGE PRIOR TO SUBMITTAL OF FINAL PLAT.
2. COMMON AREA LOTS BEGIN WITH THE LETTER C.
3. STORMWATER DETENTION POND LOT BEGINS WITH THE LETTER P.
4. ROAD A, ROAD B, AND THE ALLEYS ARE PRIVATE AND COMPRISE A SINGLE LOT THAT IS OWNED AND MANAGED BY THE MEADOWVIEW VILLAGE HOMEOWNERS ASSOCIATION. SAID LOT CONTAINS 4.36 ACRES.
5. ROAD A, ROAD B, AND THE ALLEYS ARE ARE ENCUMBERED IN THERE ENTIRETY WITH A CITY OF GREAT FALLS PUBLIC UTILITY EASEMENT.

## CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PRELIMINARY PLAT REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON THE DATE SHOWN HEREON.

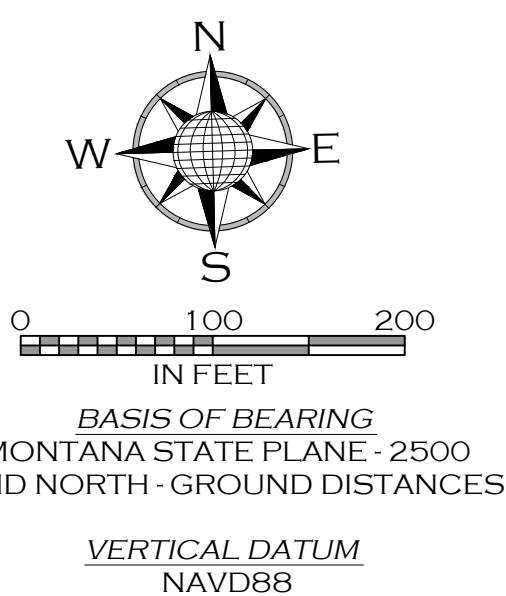




# PRELIMINARY



MICHAEL D. SHAYLOR, PLS  
MONTANA REGISTRATION NO. 19110LS

DATE



<div>WOITH ENGINEERING, INC.</div>		1/4	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA WEI JOB#: 23-090 DRAWN: GRH QA: MDS DATE: APRIL 3, 2025 FILENAME: PREPLAT.DWG SHEET 1 OF 5
ENGINEERS & SURVEYORS			9	20 N	4 E	
405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955 3600 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9565 WWW.WOITHENG.COM						

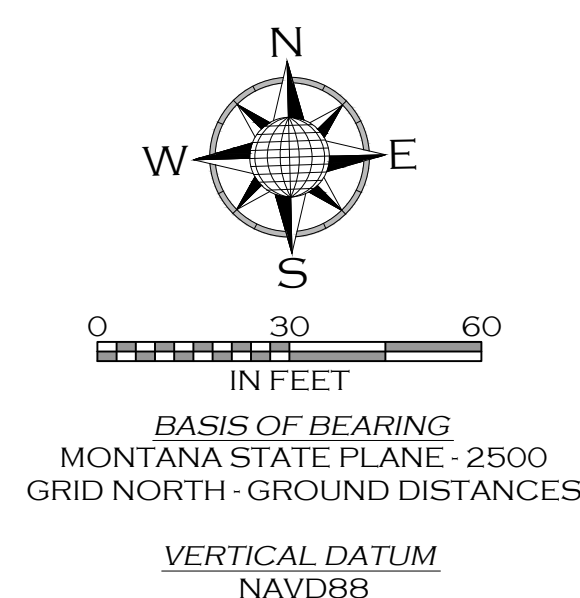
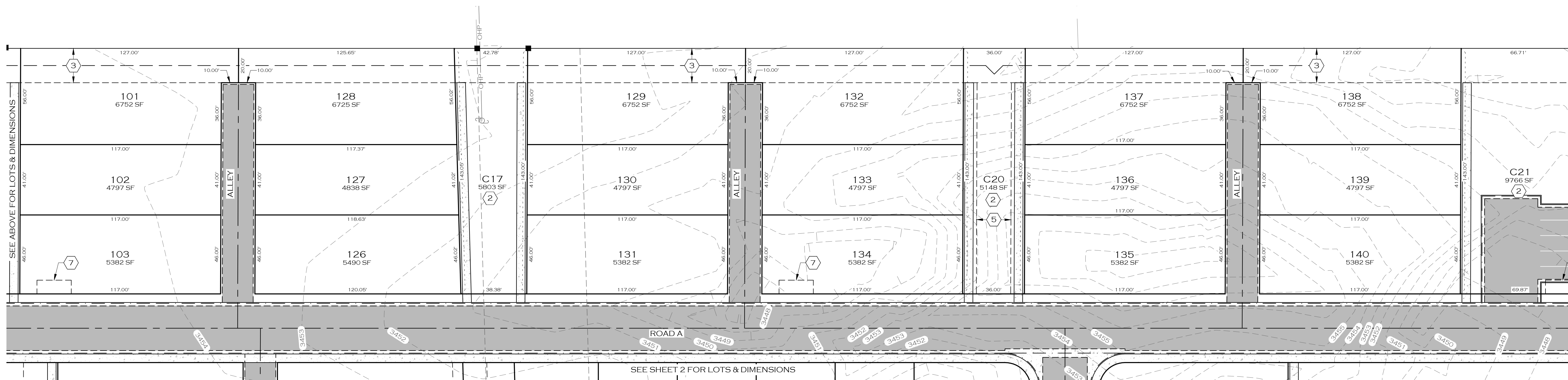
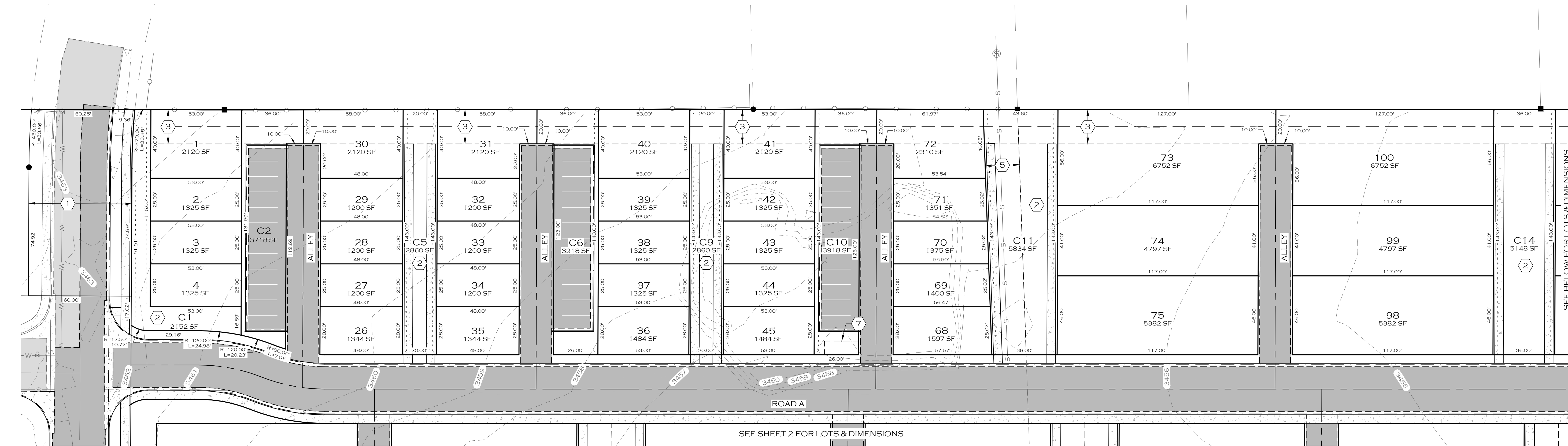


# PRELIMINARY PLAT OF MEADOWVIEW VILLAGE

OWNER OF RECORD  
GREAT FALLS CHURCH OF CHRIST  
INCORPORATED

SURVEY COMMISSIONED BY  
UPSLOPE GROUP

A MAJOR SUBDIVISION LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA



## KEY NOTES

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1/4	SECTION	TOWNSHIP	RANGE
	9	20 N	4 E

PRINCIPAL MERIDIAN MONTANA  
CASCADE COUNTY, MONTANA  
WEI JOB#: 23-090  
DRAWN: CRH  
QA: MDS  
DATE: APRIL 3, 2025  
FILENAME: PREPLAT.DWG  
SHEET 2 OF 5

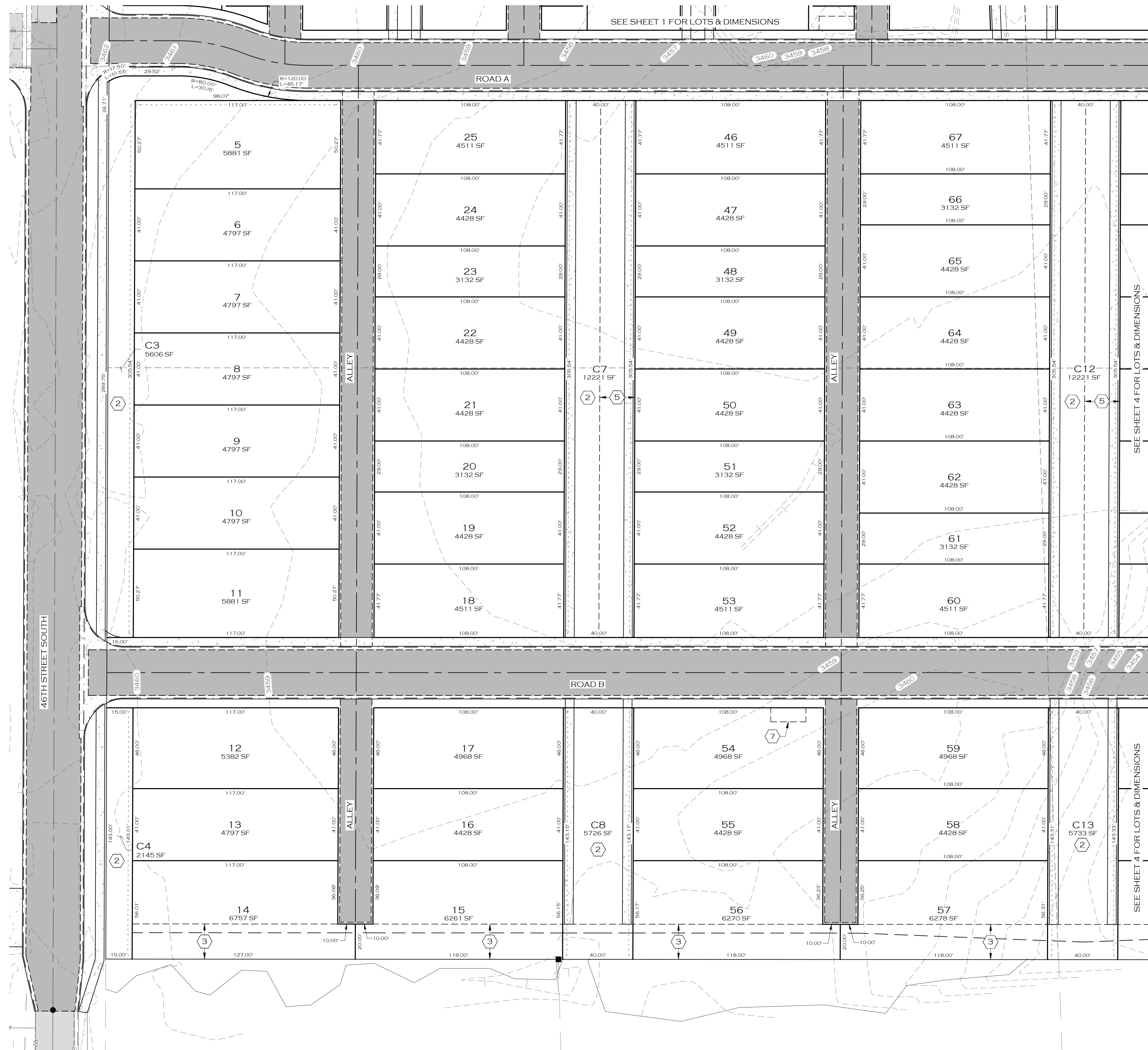
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PRELIMINARY PLAT OF  
MEADOWVIEW VILLAGE

OWNER OF RECORD  
GREAT FALLS CHURCH OF CHRIST  
INCORPORATED

SURVEY COMMISSIONED BY  
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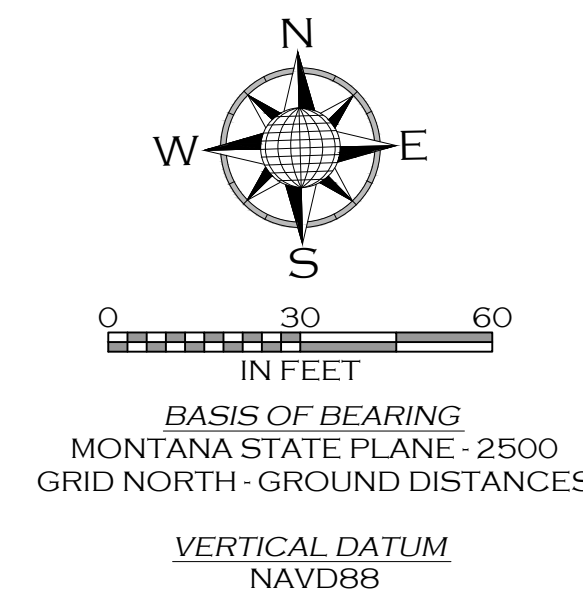



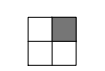
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		9	20 N	4 E	

PRELIMINARY PLAT OF  
MEADOWVIEW VILLAGE

OWNER OF RECORD  
GREAT FALLS CHURCH OF CHRIST  
INCORPORATED

SURVEY COMMISSIONED BY  
UPSLOPE GROUP

A MAJOR SUBDIVISION LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA

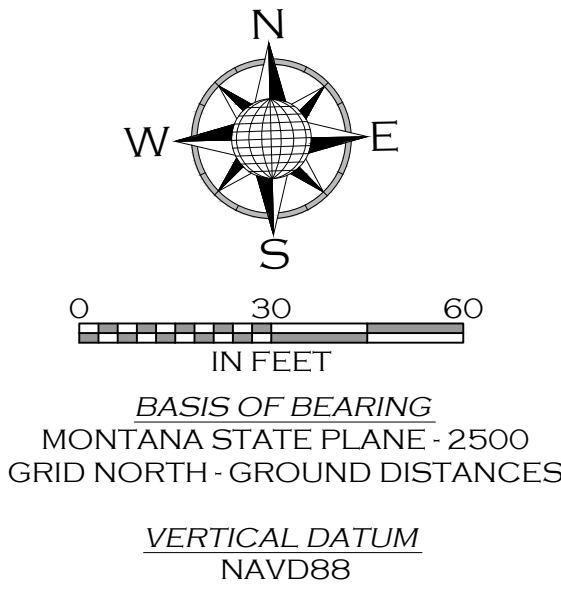


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1/4	SECTION	TOWNSHIP	RANGE
	9	20 N	4 E

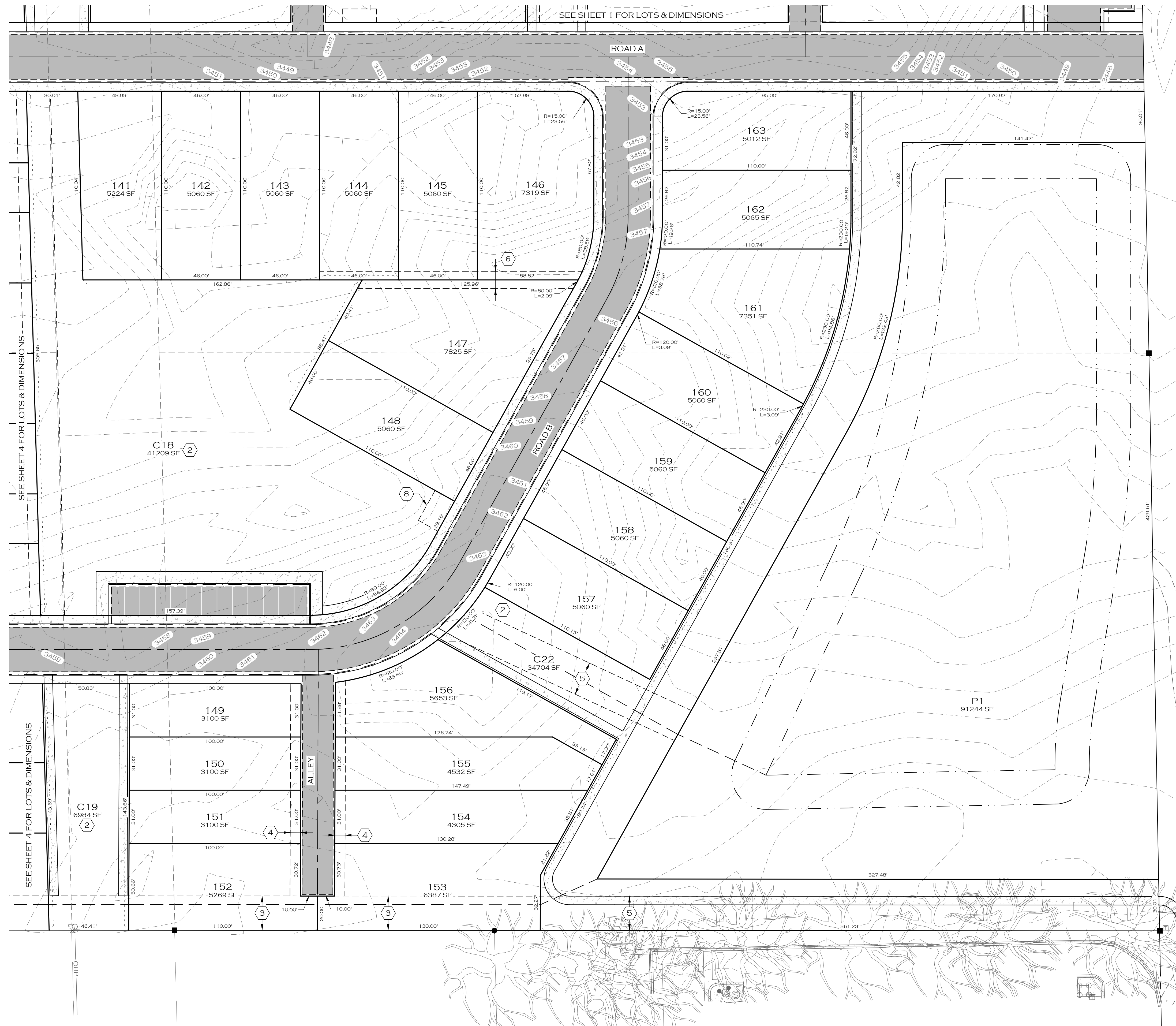
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CASCADE COUNTY, MONTANA  
WEI JOB#: 23-090  
DRAWN: CRH  
QA: MDS  
DATE: APRIL 3, 2025  
FILENAME: PREPLAT.DWG  
SHEET 4 OF 5



PRELIMINARY PLAT OF  
MEADOWVIEW VILLAGE

OWNER OF RECORD  
GREAT FALLS CHURCH OF CHRIST  
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A MAJOR SUBDIVISION LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA

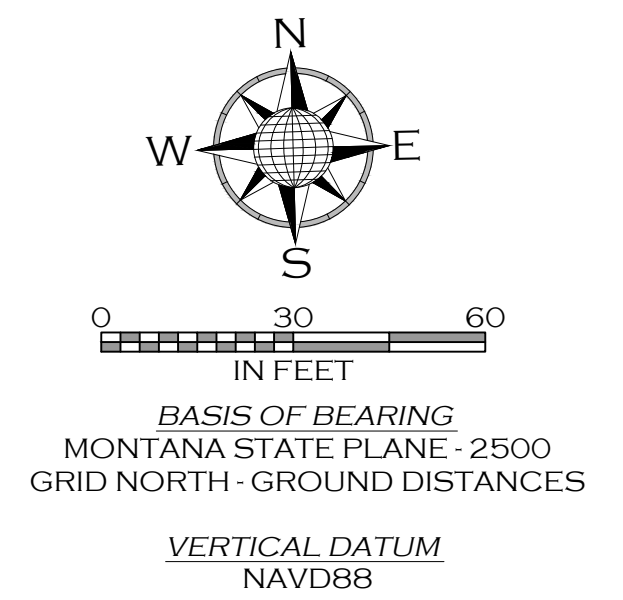


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LAND USE SUBMITTAL REPORT  
Meadowview Village  
April 16, 2025

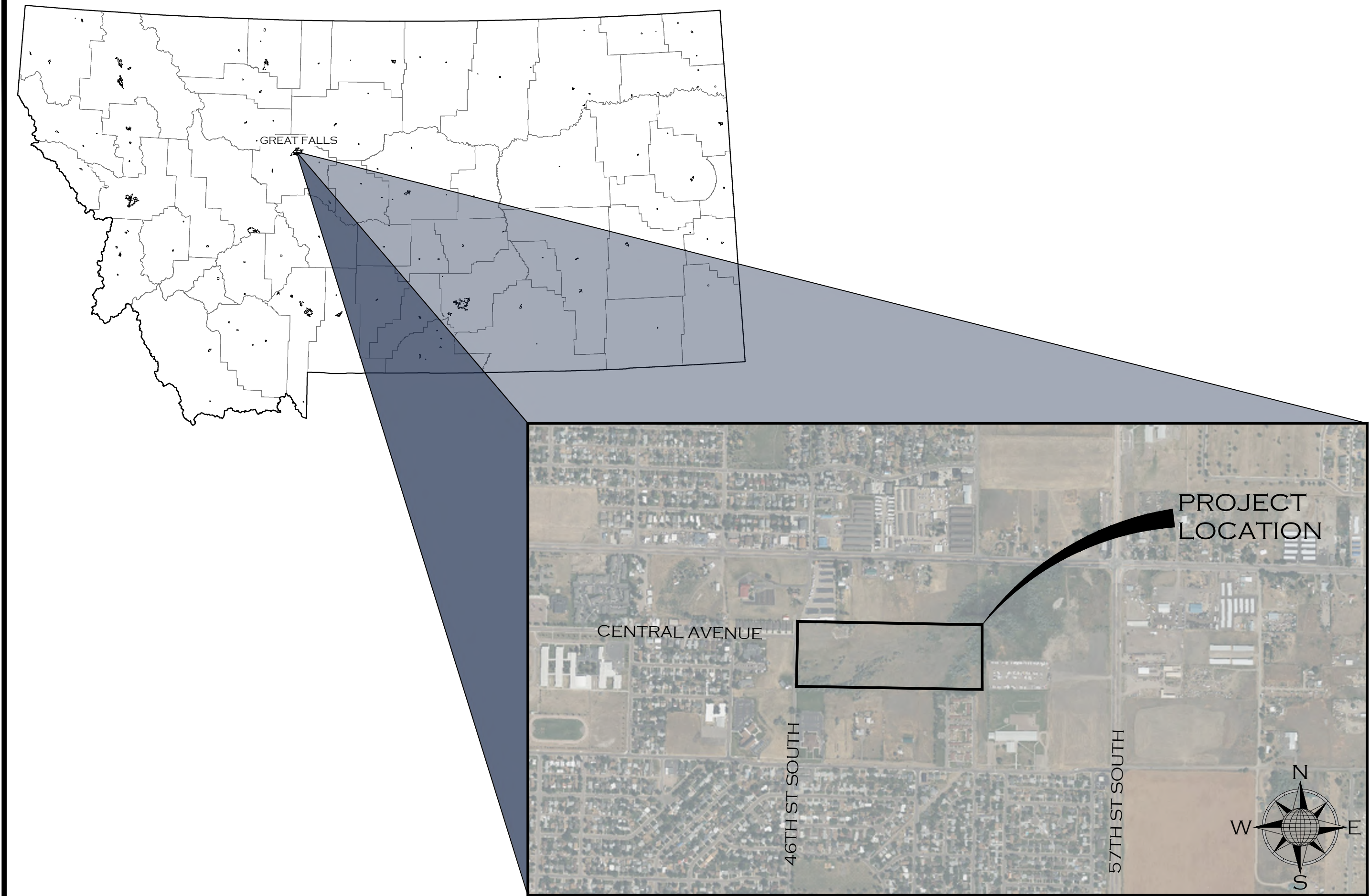


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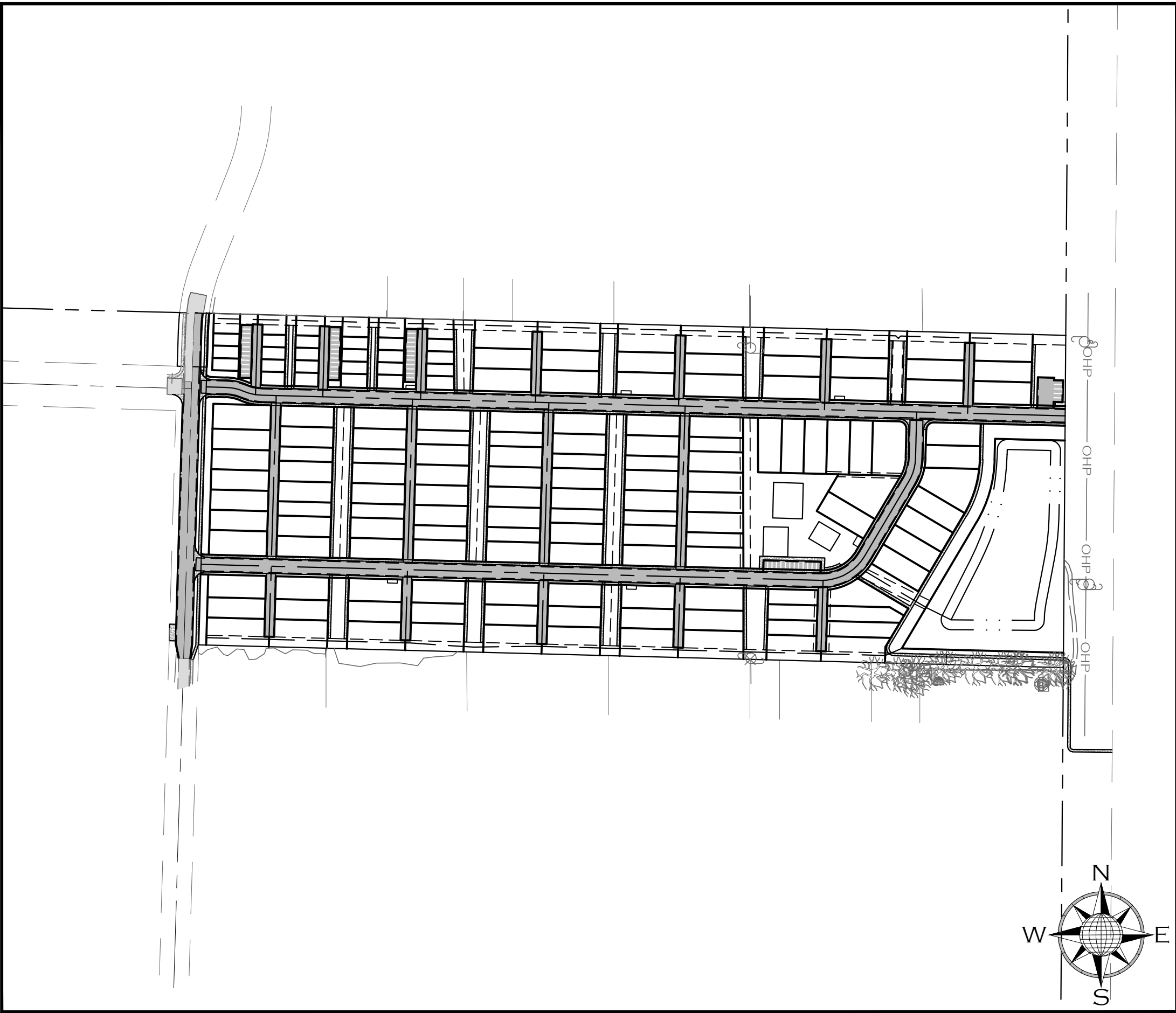
# APPENDIX D

## Conceptual Civil Plans





VICINITY MAP  
NOT TO SCALE

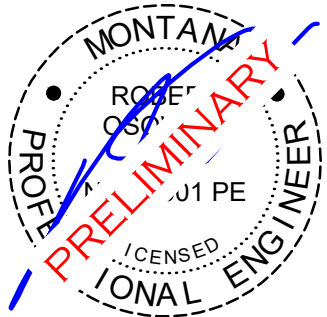


PROJECT MAP  
NOT TO SCALE

# 30% CONCEPTUAL CONSTRUCTION PLANS FOR MEADOWVIEW VILLAGE GREAT FALLS, MONTANA

APRIL 2025

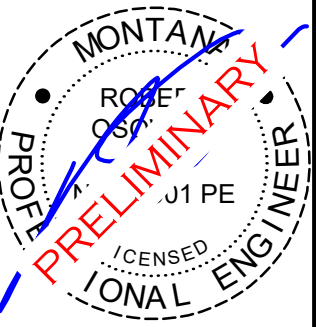
APPROVED BY:



ROBBY OSOWSKI, PE

INDEX OF CIVIL SHEETS		INDEX OF CIVIL SHEETS	
SHEET #	SHEET TITLE	SHEET #	SHEET TITLE
C0.0	COVER	C4.5	SEWER E PLAN AND PROFILE
C1.0	EXISTING CONDITIONS	C4.6	SEWER F PLAN AND PROFILE
C2.0	WEST GRADING PLAN	C4.7	SEWER F PLAN AND PROFILE 2
C2.1	EAST GRADING PLAN	C4.8	SEWER F PLAN AND PROFILE 3
C3.0	ROAD A PLAN & PROFILE STA. 20+00 TO 24+00	C4.9	SEWER G PLAN AND PROFILE 1
C3.1	ROAD A PLAN & PROFILE STA. 24+00 TO 28+00	C4.10	SEWER G PLAN AND PROFILE 2
C3.2	ROAD A PLAN & PROFILE STA. 28+00 TO 32+00	C4.11	SEWER H PLAN AND PROFILE
C3.3	ROAD A PLAN & PROFILE STA. 32+00 TO 36+00	C4.12	SEWER I PLAN AND PROFILE 1
C3.4	ROAD A PLAN & PROFILE STA. 36+00 TO 37+50	C4.13	SEWER I PLAN AND PROFILE 2
C3.5	ROAD B PLAN & PROFILE STA. 40+00 TO 44+00	C4.14	SEWER J PLAN AND PROFILE 1
C3.6	ROAD B PLAN & PROFILE STA. 44+00 TO 48+00	C4.15	SEWER J PLAN AND PROFILE 2
C3.7	ROAD B PLAN & PROFILE STA. 48+00 TO 52+00	C5.0	WATER OVERALL
C3.8	ROAD B PLAN & PROFILE STA. 52+00 TO 56+00	C5.1	WATER A PLAN & PROFILE STA. 0+00 TO 4+80
C3.9	ROAD B PLAN & PROFILE STA. 56+00 TO 57+50	C5.2	WATER B PLAN & PROFILE 0+00 TO 5+00
C3.10	ALLEY A PLAN & PROFILE	C5.3	WATER B PLAN & PROFILE STA. 5+00 TO 10+00
C3.11	ALLEY B PLAN & PROFILE	C5.4	WATER B PLAN AND PROFILE STA. 10+00 TO 15+00
C3.12	ALLEY C PLAN & PROFILE	C5.5	WATER B PLAN & PROFILE STA. 15+00 TO 18+02
C3.13	ALLEY D PLAN & PROFILE	C5.6	WATER C PLAN & PROFILE STA. 0+00 TO 5+00
C3.14	ALLEY E PLAN & PROFILE	C5.7	WATER C PLAN & PROFILE STA. 5+00 TO 10+00
C3.15	ALLEY F PLAN & PROFILE	C5.8	WATER C PLAN & PROFILE STA. 10+00 TO 15+00
C3.16	ALLEY G PLAN & PROFILE	C5.9	WATER C PLAN & PROFILE STA. 15+00 TO 17+41
C3.17	ALLEY H PLAN & PROFILE	C5.10	WATER D PLAN & PROFILE STA. 0+00 TO 3+83
C3.18	ALLEY I PLAN & PROFILE	C5.11	WATER E PLAN & PROFILE STA. 0+00 TO 3+83
C3.19	ALLEY J PLAN & PROFILE	C5.12	WATER F PLAN & PROFILE STA. 0+00 TO 3+83
C3.20	ALLEY K PLAN & PROFILE	C5.13	WATER G PLAN AND PROFILE STA. 0+00 TO 3+83
C3.21	ALLEY L PLAN & PROFILE	C6.0	STORM OVERALL
C3.22	ROAD PLAN 46TH ST	C6.1	STORM A PLAN AND PROFILE
C4.0	SEWER OVERALL	C6.2	STORM B PLAN AND PROFILE 1
C4.1	SEWER A PLAN AND PROFILE	C6.3	STORM B PLAN AND PROFILE 2
C4.2	SEWER B PLAN AND PROFILE	C6.4	STORM B PLAN AND PROFILE 3
C4.3	SEWER C PLAN AND PROFILE	C6.5	POND OVERALL
C4.4	SEWER D PLAN AND PROFILE		

JOB #:	23-090
DRAWN:	RLO/TDL
DESIGN:	RLO
QA:	SMW/RLO
DATE:	04/03/2025



DATE	
DESCRIPTION	
#	

WOITH ENGINEERING, INC.  
ENGINEERS & SURVEYORS  
405 3RD STREET NW, SUITE 206 - GREAT FALLS, MT 59404 - 406-761-1955  
3000 CLARK STREET, SUITE 100 - BOZEMAN, MT 59717 - 406-530-5505  
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MEADOWVIEW VILLAGE	MONTANA
GREAT FALLS	COVER

CO.0



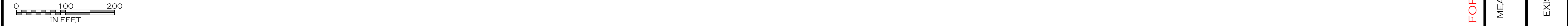
COLOR VERIFICATION  
ELEMENTS ON THIS SHEET ARE  
INTENDED TO BE IN COLOR. IF  
PROPERLY REPRODUCED, RED, GREEN  
AND BLUE WILL BE VISIBLE.





1. FIELD SURVEY COMPLETED JUNE 20, 2024.

- |   |  |
|---|--|
| <p>2.</p><br><br><p>3.</p><br><br><p>4.</p>   | <p>HORIZONTAL COORDINATES ARE GROUND DISTANCES,<br/>INTERNATIONAL FEET PROJECTED FROM MONTANA STATE<br/>PLANE COORDINATES ORIGIN POINT 1 WITH A COMBINED SCALE<br/>FACTOR OF 1.000734384288.</p> <p>VERTICAL COORDINATES ARE NAVD88, DERIVED FROM SURVEY<br/>GRADE RTK GPS EQUIPMENT.</p> <p>MONTANA 811 UTILITY LOCATE TICKET #'S 24063851, 24063850,<br/>AND 24063849.</p> |
|    |  |
|   |  |
| <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); color: red; font-weight: bold;">CONSTRUCTION</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">DOWVIEW VILLAGE</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: x-small;">STING CONDITIONS</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: x-small;">M</div> </div> |  |



23-00	RL	MW//	/03A
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- |         |  |
|---------|--|
| JOB #:  |  |
| DRAWN:  |  |
| DESIGN: |  |
| QA:     |  |
| DATE:   |  |

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
---------	----------	---------	-----------	-------------

1	1191270.75	1541615.32	3463.24	OPC
2	1190046.96	1543221.69	3473.28	NAIL
3	1191324.91	1543114.86	3459.34	OPC
4	1190749.08	1543458.87	3462.06	NAIL
5	1190755.43	1543084.38	3461.17	NAIL

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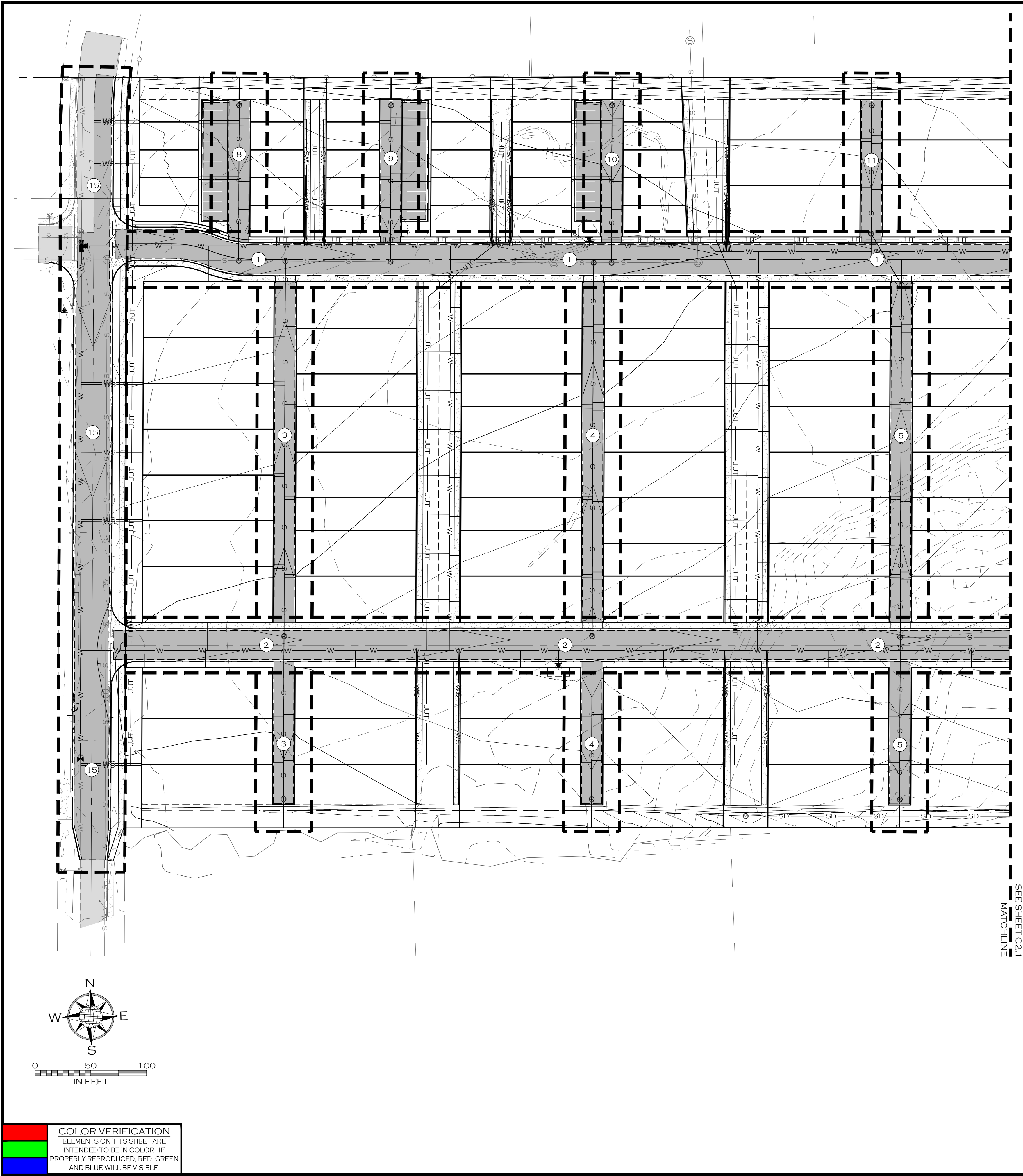
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**1** **2** **3** **4** **5** **6** **7** **8** **9** **10** **11** **12** **13** **14** **15** **16** **17** **18** **19** **20** **21** **22** **23** **24** **25** **26** **27** **28** **29** **30** **31** **32** **33** **34** **35** **36** **37** **38** **39** **40** **41** **42** **43** **44** **45** **46** **47** **48** **49** **50** **51** **52**

GREAT FALLS

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ROAD PLAN & PROFILE INDEX		
INDICATOR	ROAD NAME	PLAN SHEET(S)
①	ROAD A	C3.0 - C3.4
②	ROAD B	C3.5 - C3.9
③	ALLEY A	C3.10
④	ALLEY B	C3.11
⑤	ALLEY C	C3.12
⑥	ALLEY D	C3.13
⑦	ALLEY E	C3.14
⑧	ALLEY F	C3.15
⑨	ALLEY G	C3.16
⑩	ALLEY H	C3.17
⑪	ALLEY I	C3.18
⑫	ALLEY J	C3.19
⑬	ALLEY K	C3.20
⑭	ALLEY L	C3.21
⑮	46TH STREET	C3.22

COLOR VERIFICATION  
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PROPERLY REPRODUCED, RED, GREEN  
AND BLUE WILL BE VISIBLE.

PRELIMINARY - NOT FOR CONSTRUCTION

23-090

RLO/TDL

RLO

SMW/RLO

04/03/2025

JOB #:

DRAWN:

DESIGN:

QA:

DATE:

MONTANA

PROFESSIONAL

REGISTERED

ENGINEER

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11111

DATE:

DESCRIPTION:

#:

WOITH ENGINEERING, INC.

ENGINEERS & SURVEYORS

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MONTANA

WEST GRADING PLAN

C2.0

MEADOWVIEW VILLAGE

GREAT FALLS

405

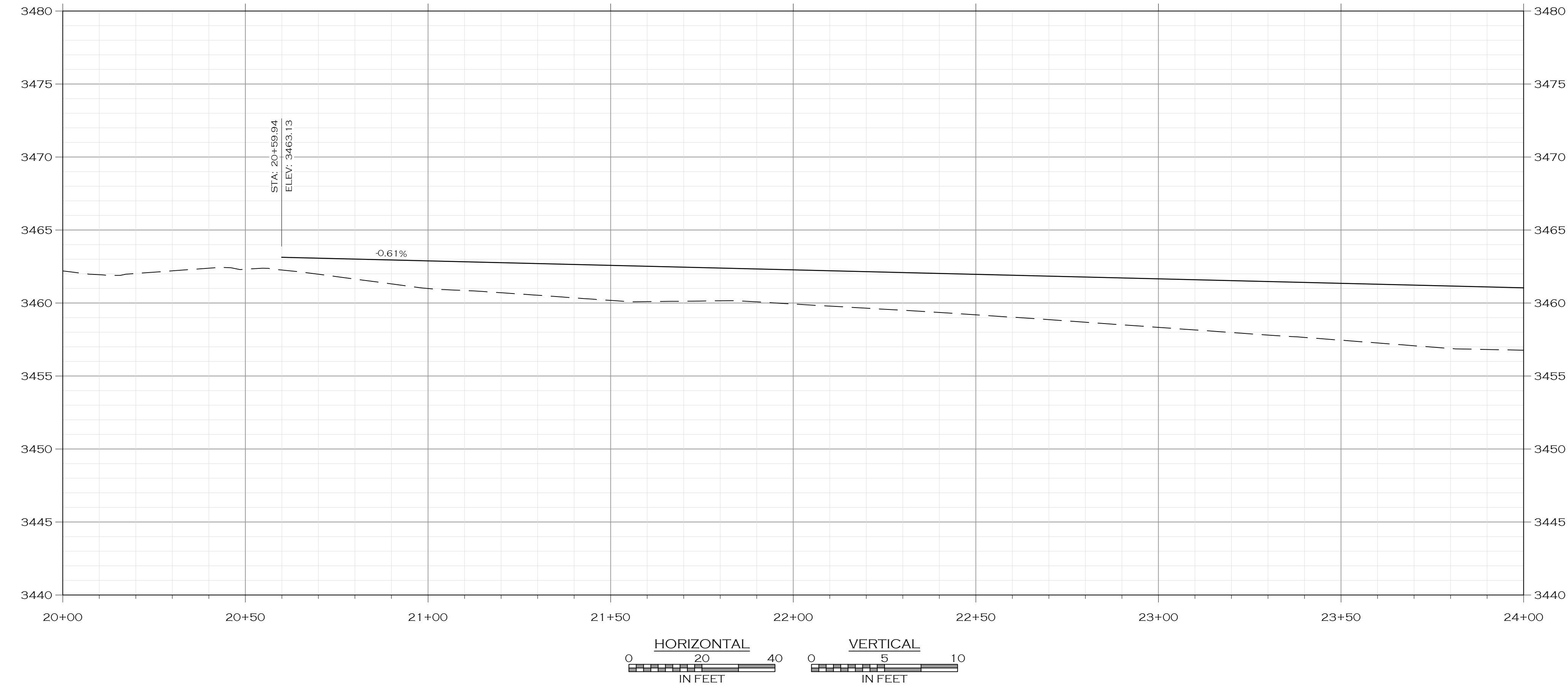
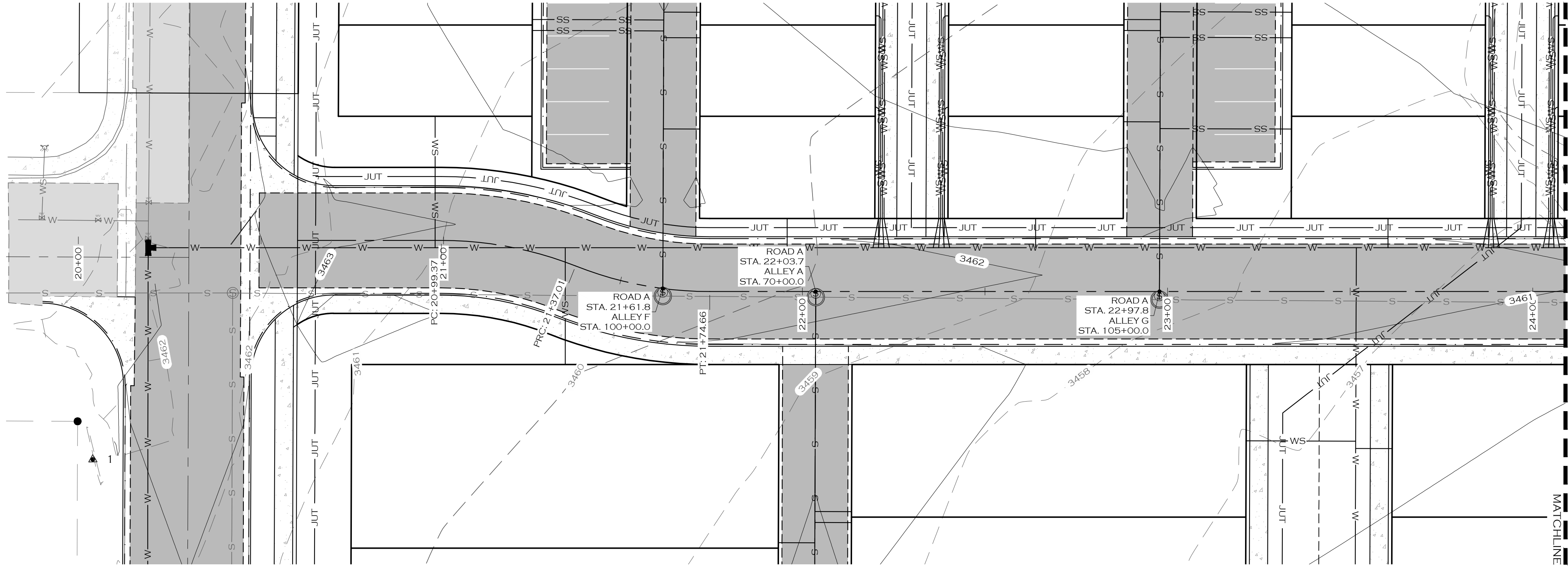
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Plotting WEST.DWG PLOTTED BY ROBERT OSOWSKI ON APR/03/2025



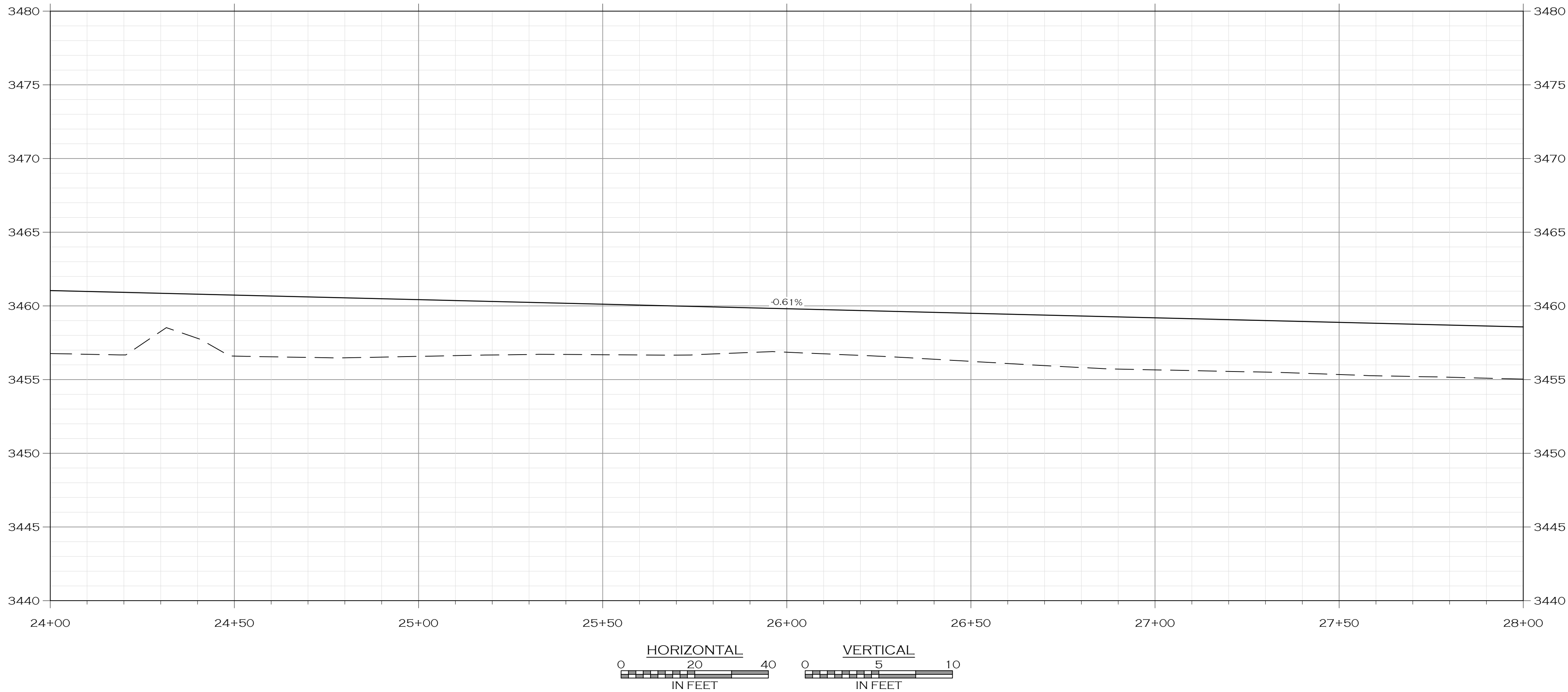
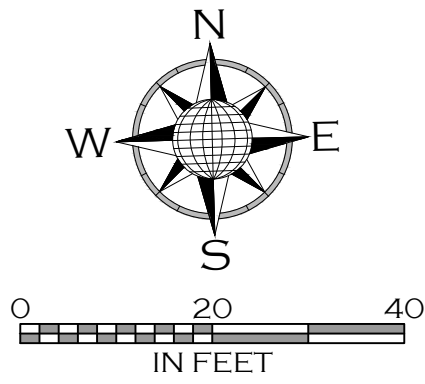
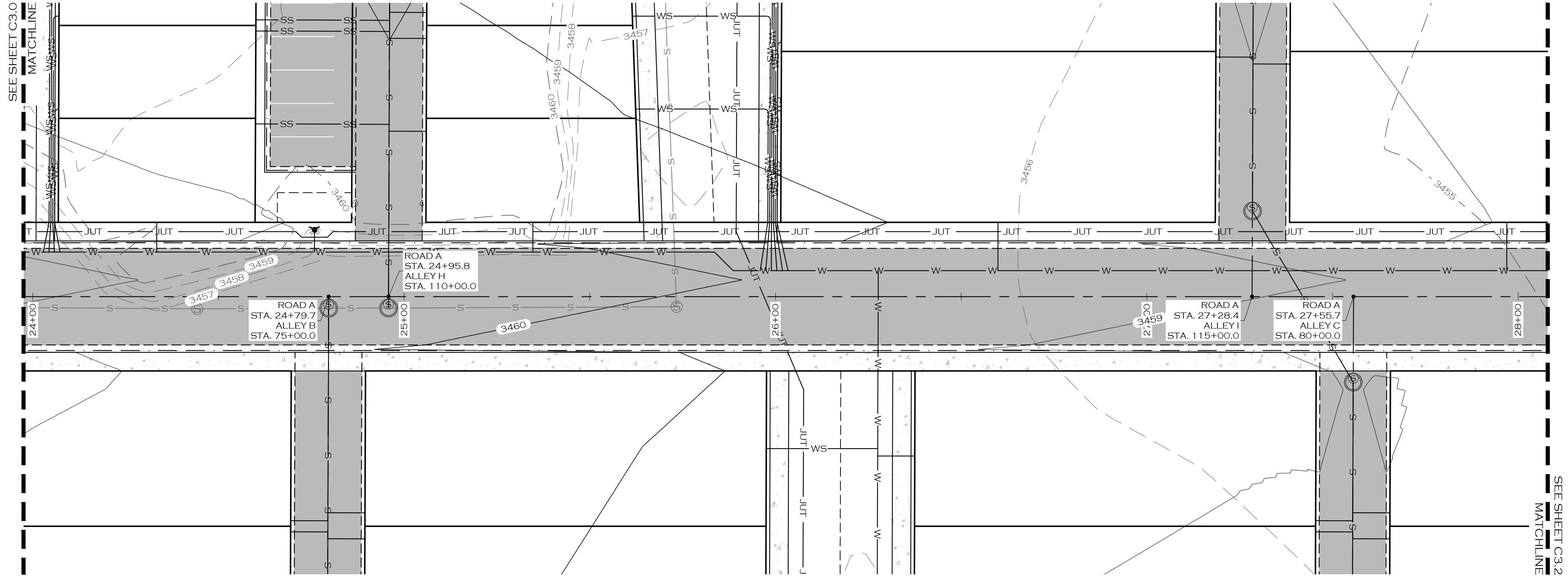






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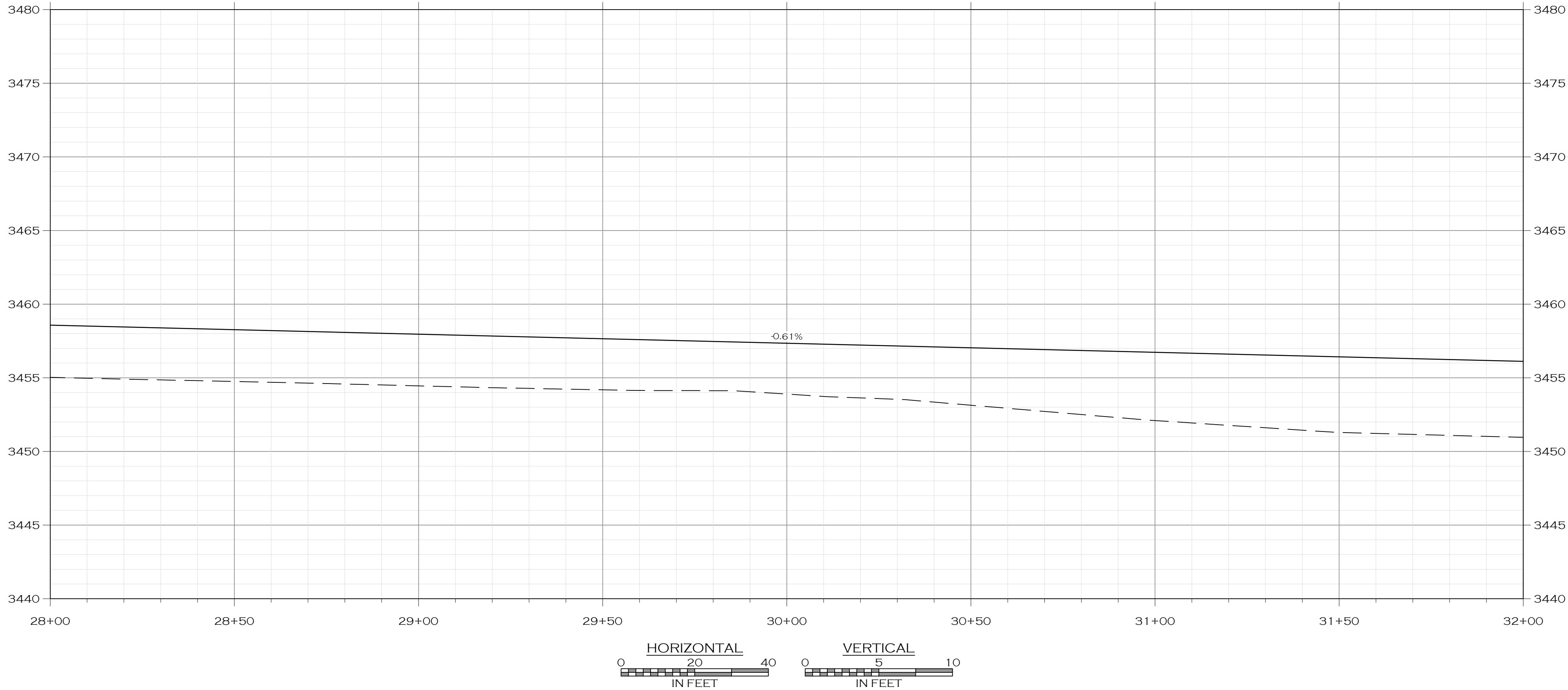
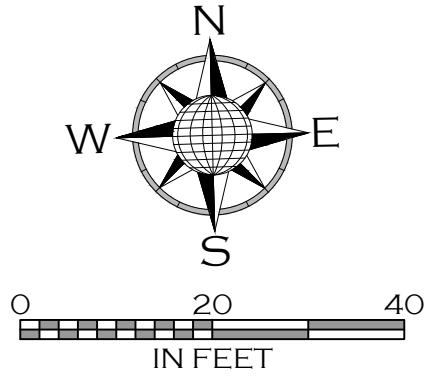
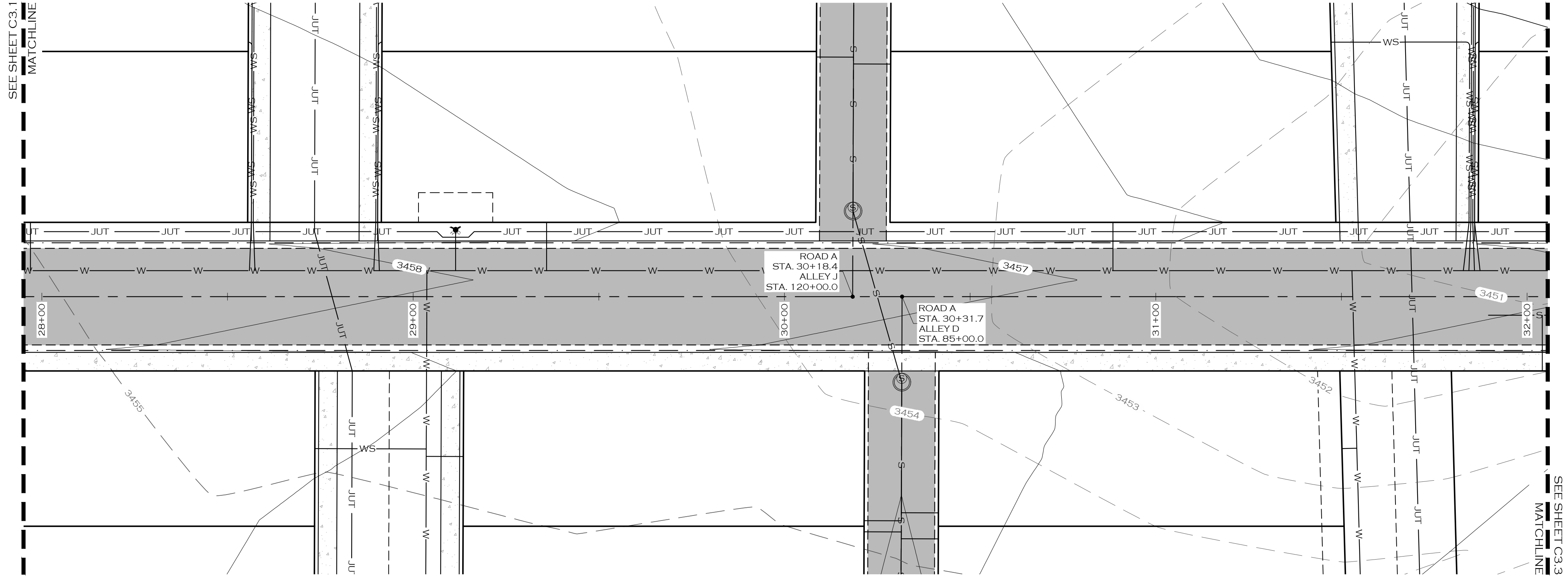
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												U1 PE	PROJ



PRELIMINARY - NOT FOR CONSTRUCTION

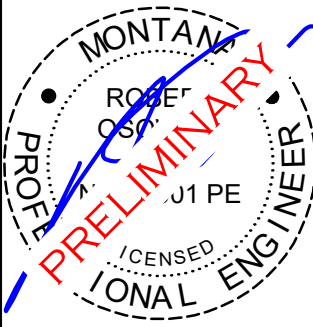
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						DATE:	23-090
						QA:	SMW/RLO
						DESIGN:	RLO
						DRAWN:	RLO/TDL





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DRAWN:	RLO/TDL
DESIGN:	RLO
QA:	SMW/RLO
DATE:	04/03/2025



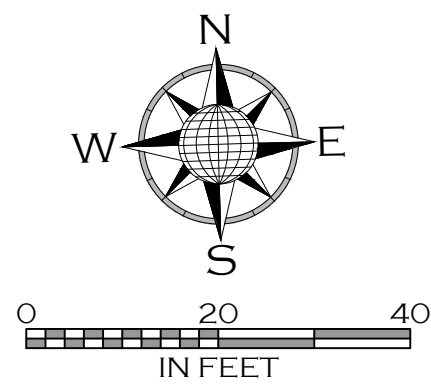
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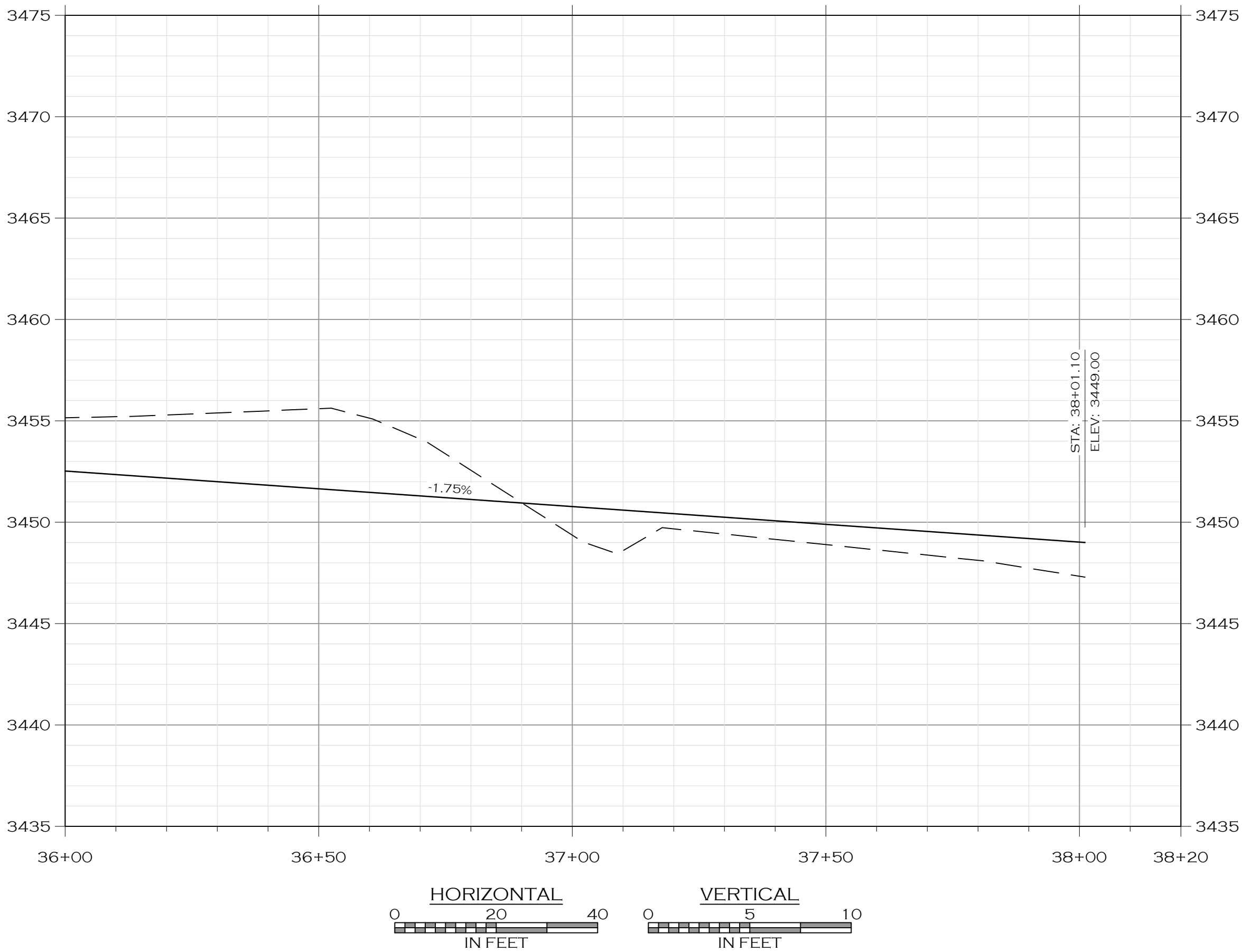
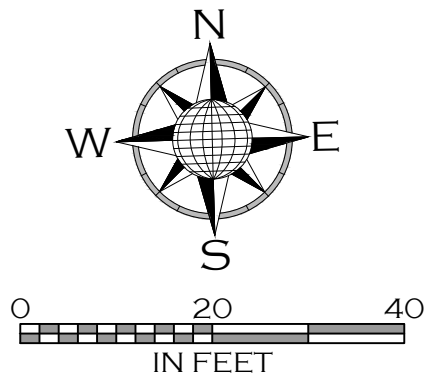
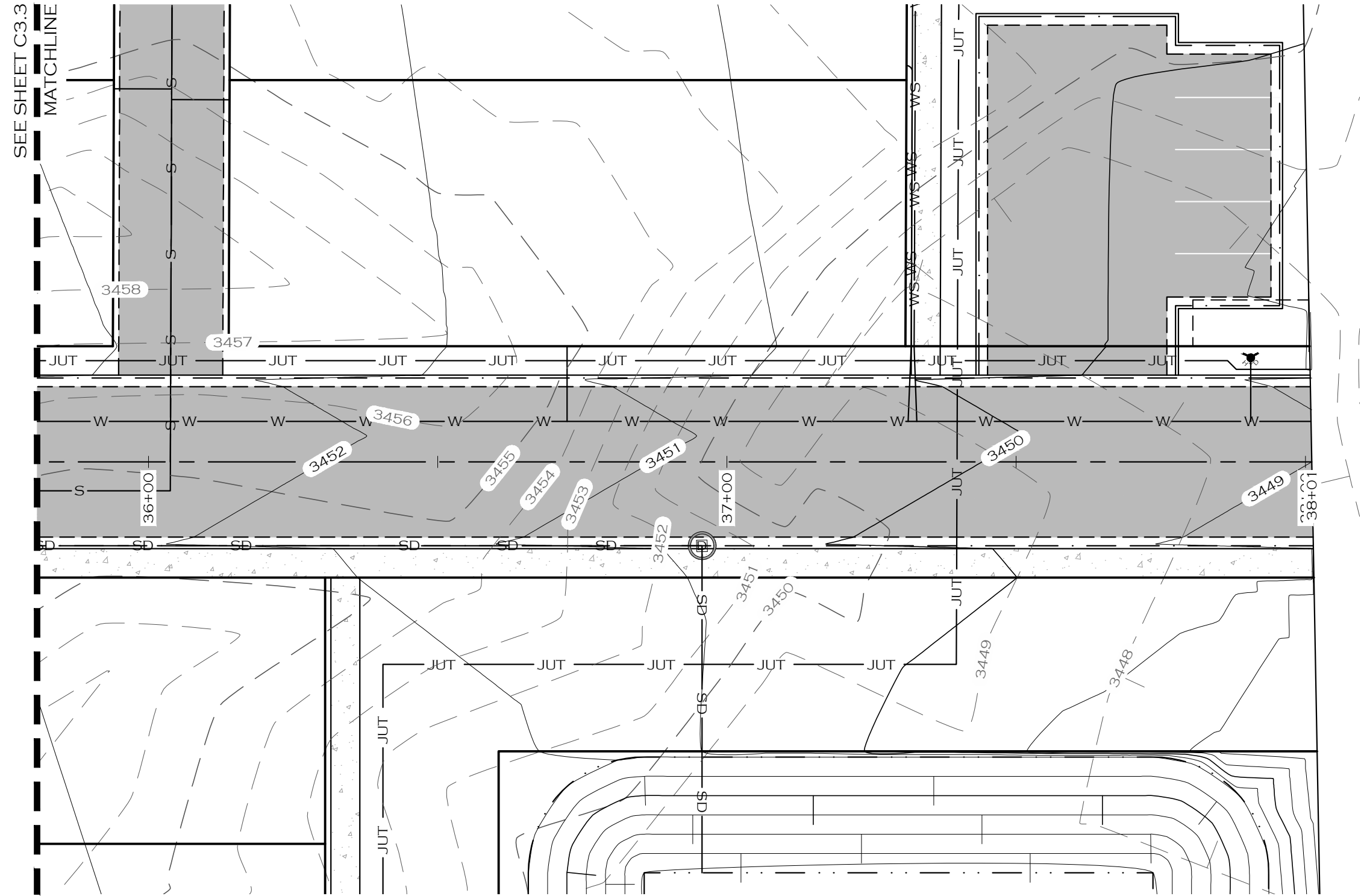
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MEADOWVIEW VILLAGE	MONTANA
GREAT FALLS	ROAD A PLAN & PROFILE STA. 28+00 TO 32+00

C3.2



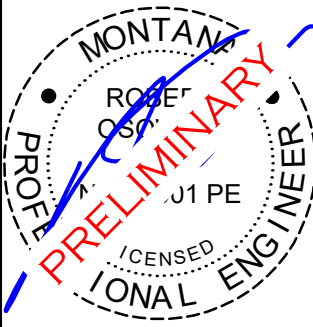
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C3.4	GREAT FALLS	MEADOWVIEW VILLAGE	MONTANA	ROAD A PLAN & PROFILE STA. 36+00 TO 37+50		JOB #:	23-090
						DRAWN:	RLO/TDL
						DESIGN:	RLO
						QA:	SMW/RLO
						DATE:	04/03/2025





JOB #:	23-090
DRAWN:	RLO/TDL
DESIGN:	RLO
QA:	SMW/RLO
DATE:	04/03/2025

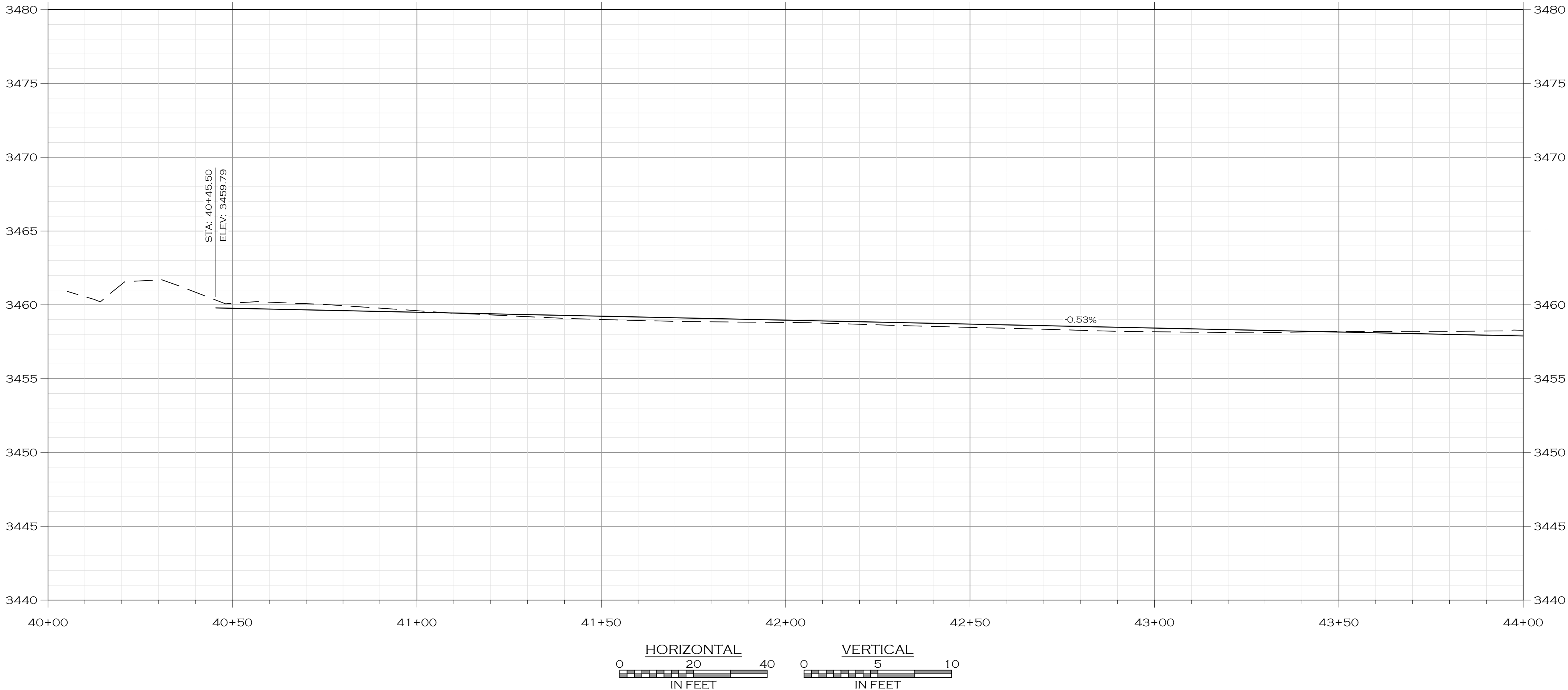
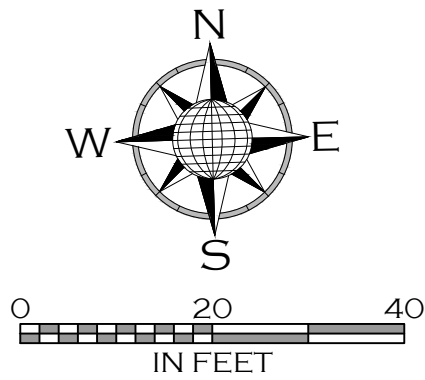
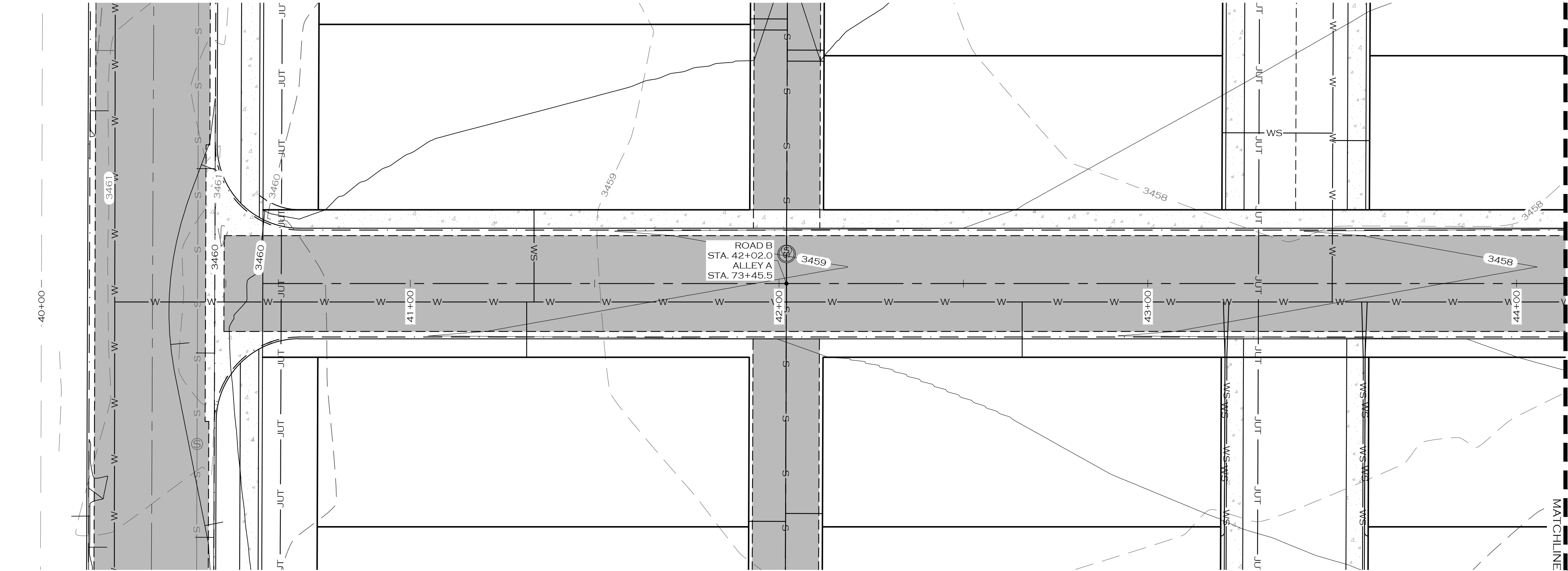
**WOITH ENGINEERING, INC.**  
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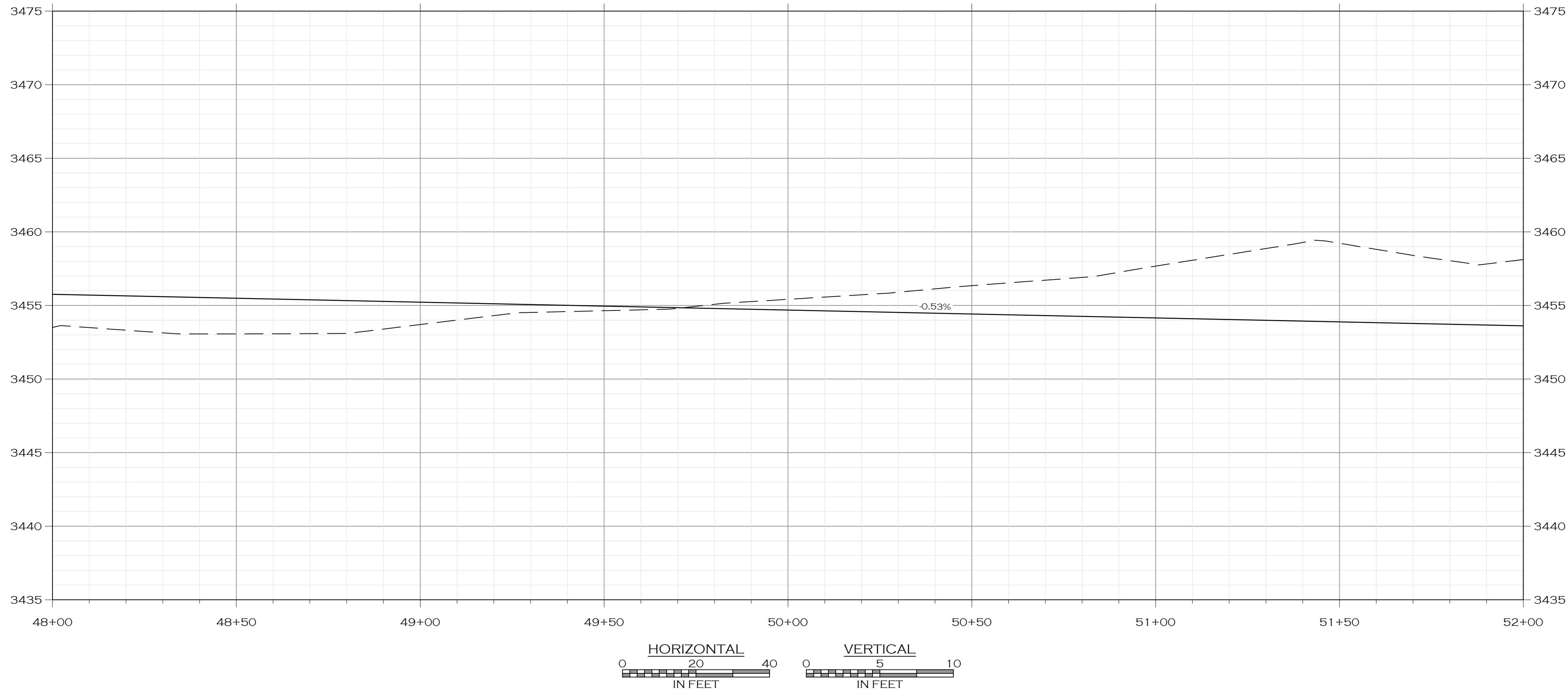
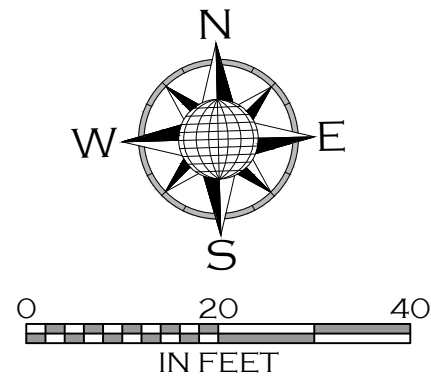
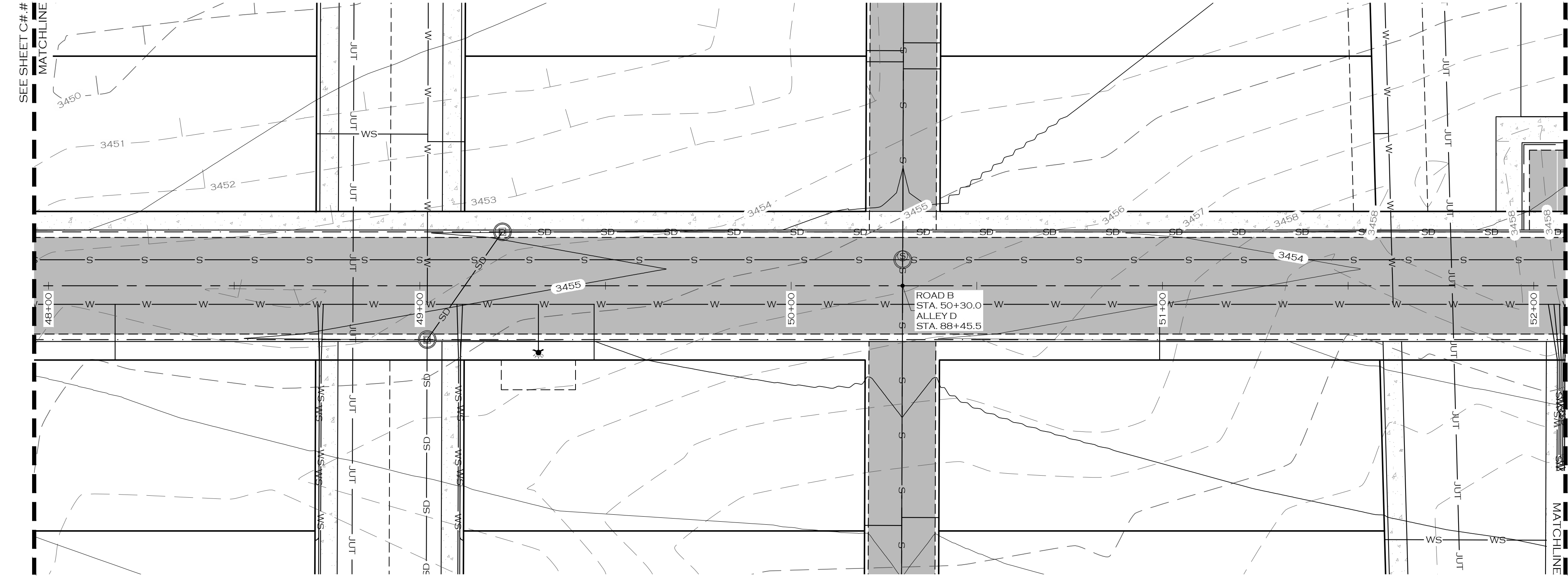
MEADOWVIEW VILLAGE	MONTANA
GREAT FALLS	ROAD B PLAN & PROFILE STA. 40+00 TO 44+00

C3.5

PRELIMINARY - NOT FOR CONSTRUCTION





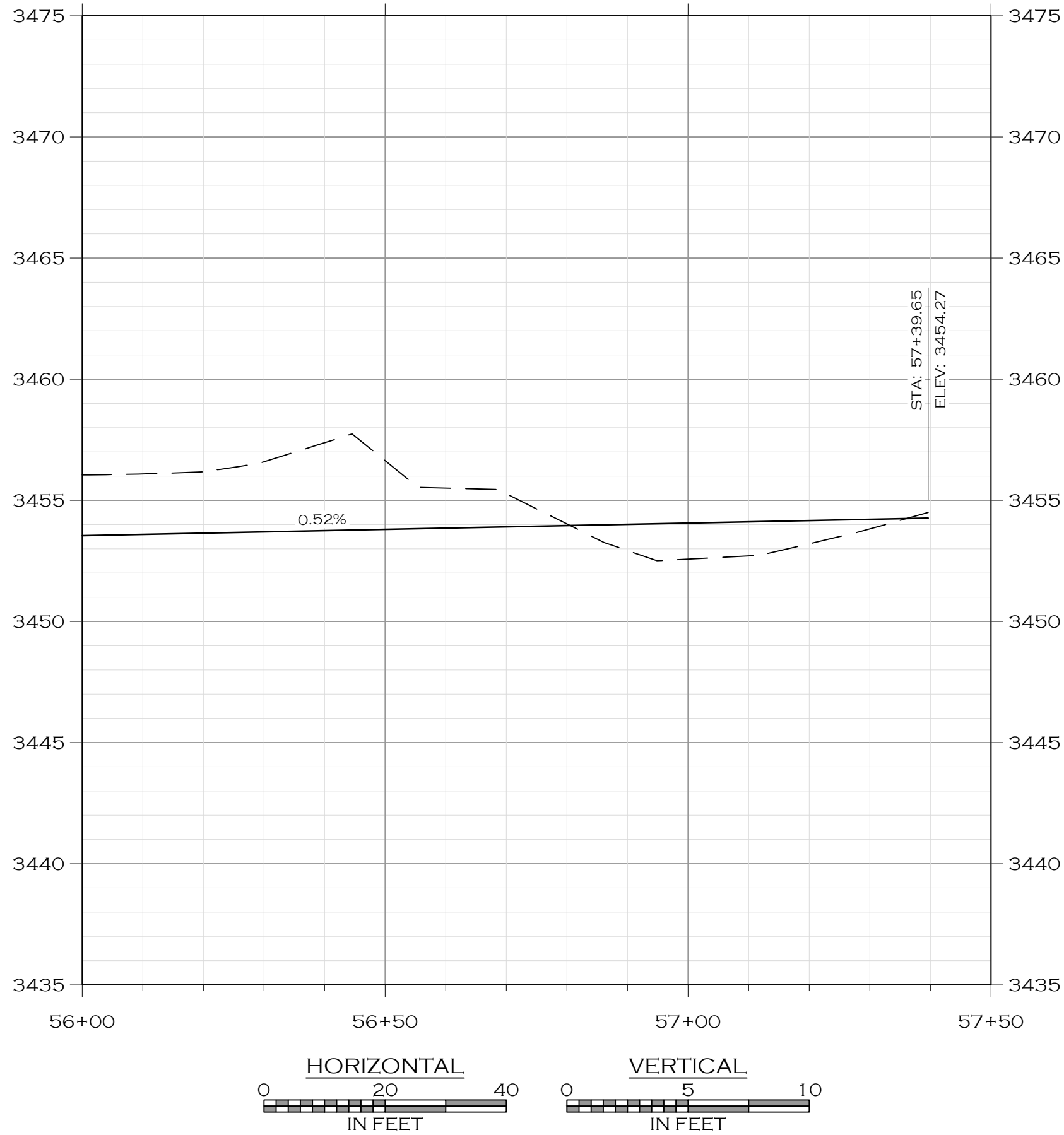
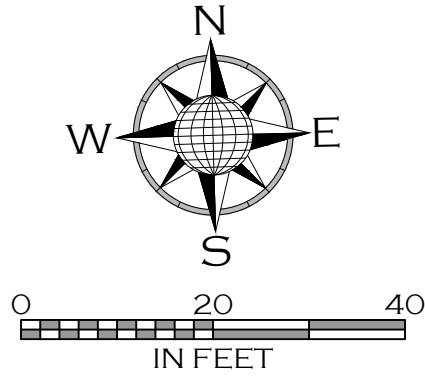
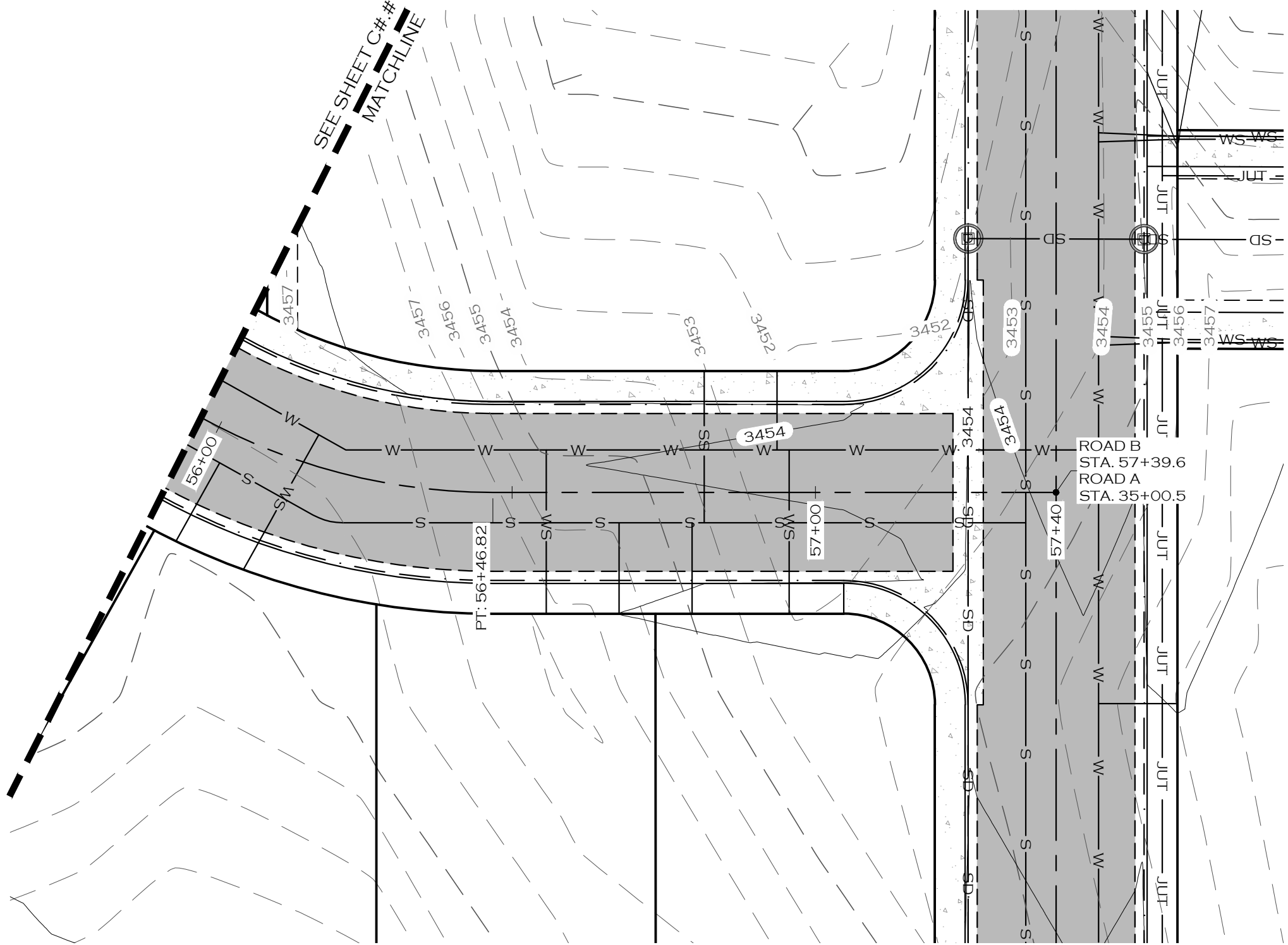


PRELIMINARY - NOT FOR CONSTRUCTION

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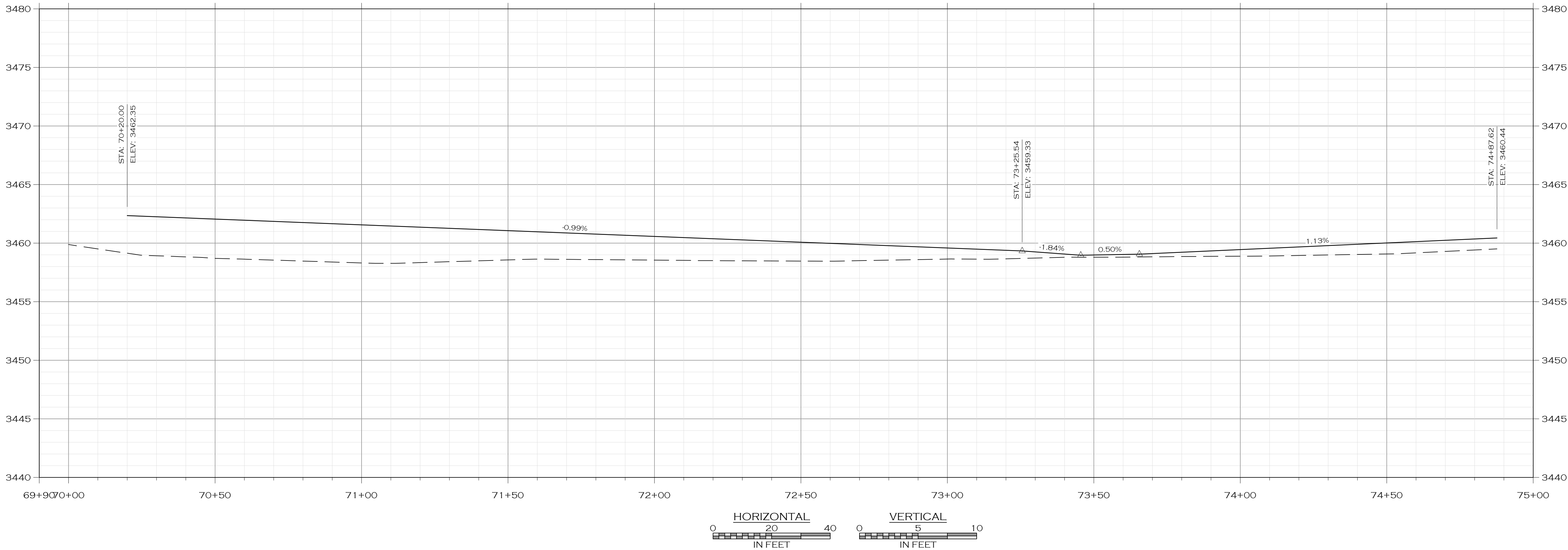
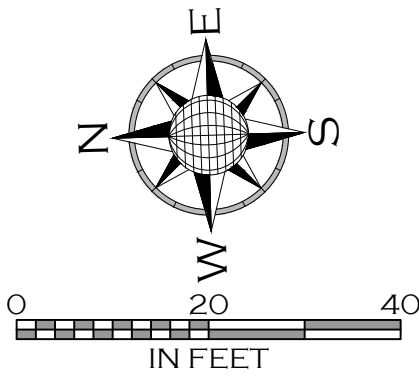
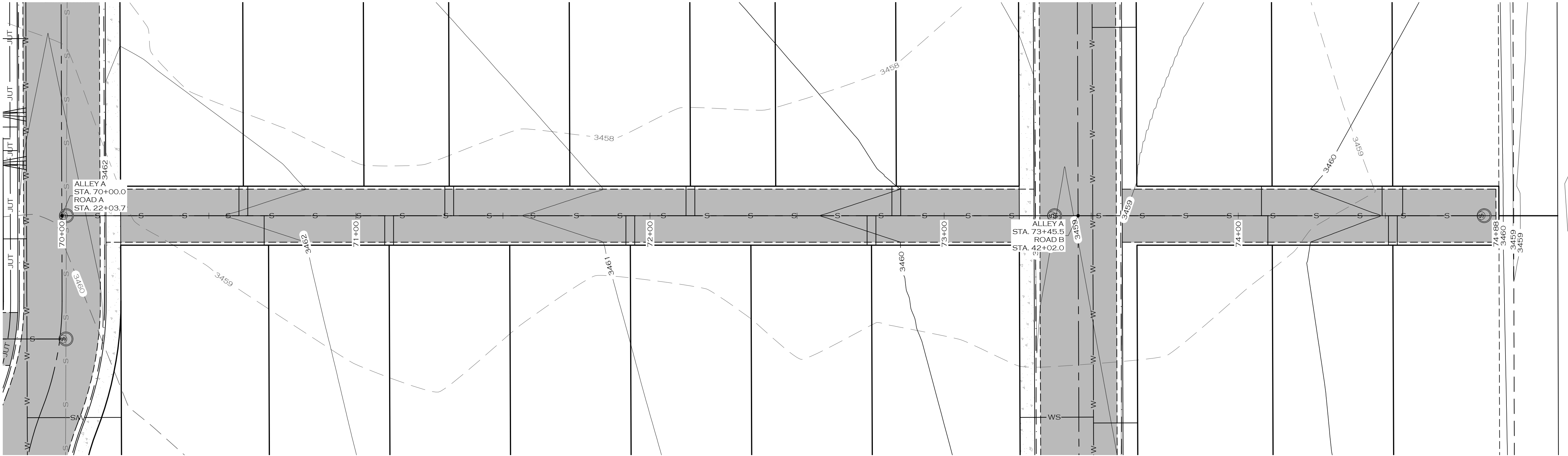




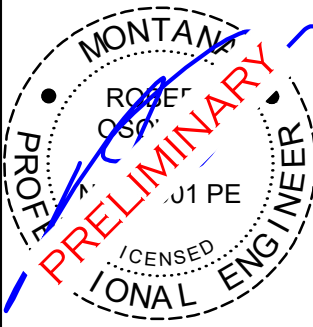
PRELIMINARY - NOT FOR CONSTRUCTION

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							DRAWN:	RLO/TDL
							DESIGN:	RLO
							QA:	SMW/RLO
							DATE:	04/03/2025





JOB #:	23-080
DRAWN:	RLO/TDL
DESIGN:	RLO
QA:	SMW/RLO
DATE:	04/03/2025



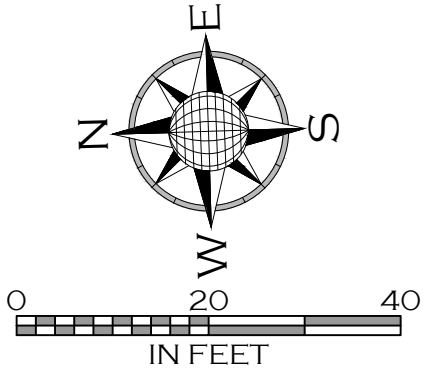
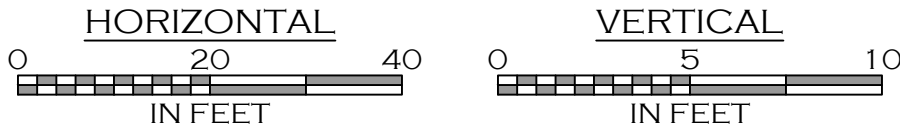
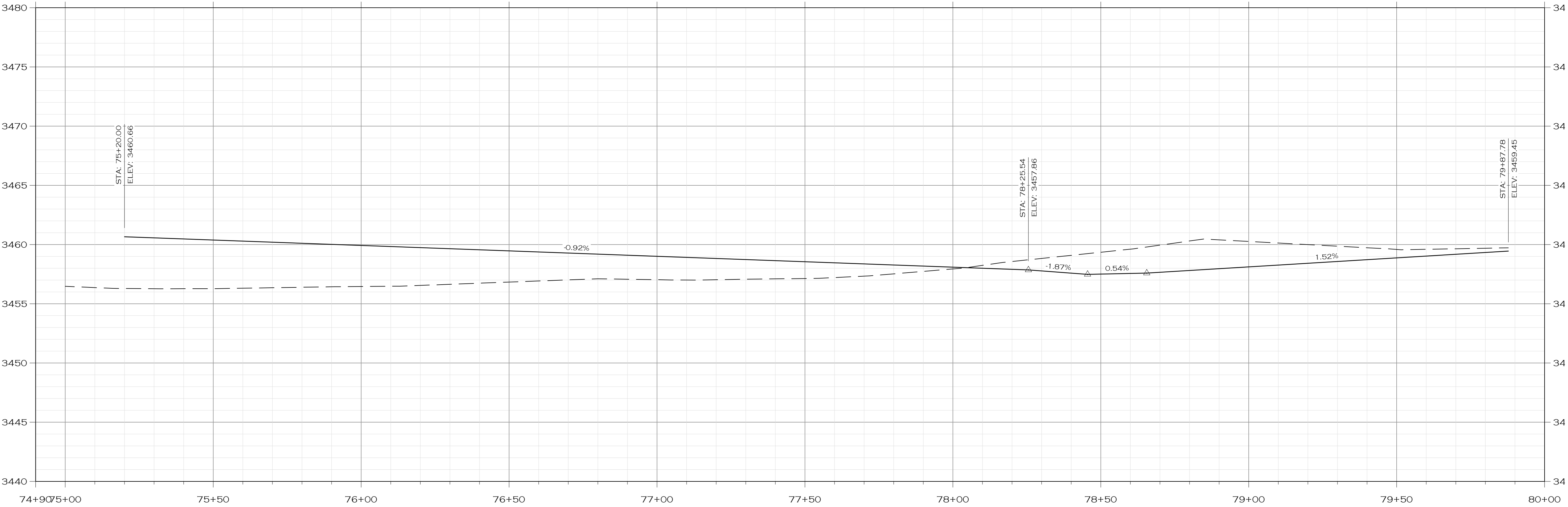
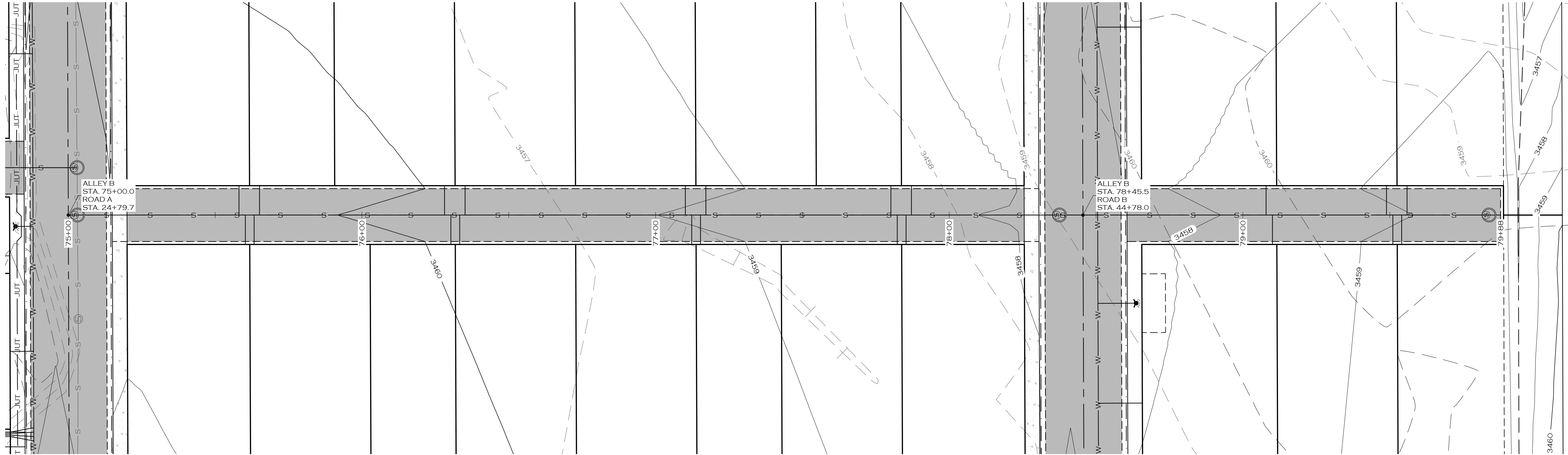
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DESCRIPTION	
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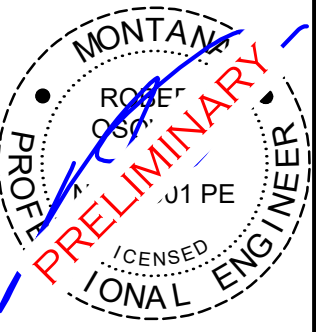
MEADOWVIEW VILLAGE	MONTANA
GREAT FALLS	ALLEY A PLAN & PROFILE

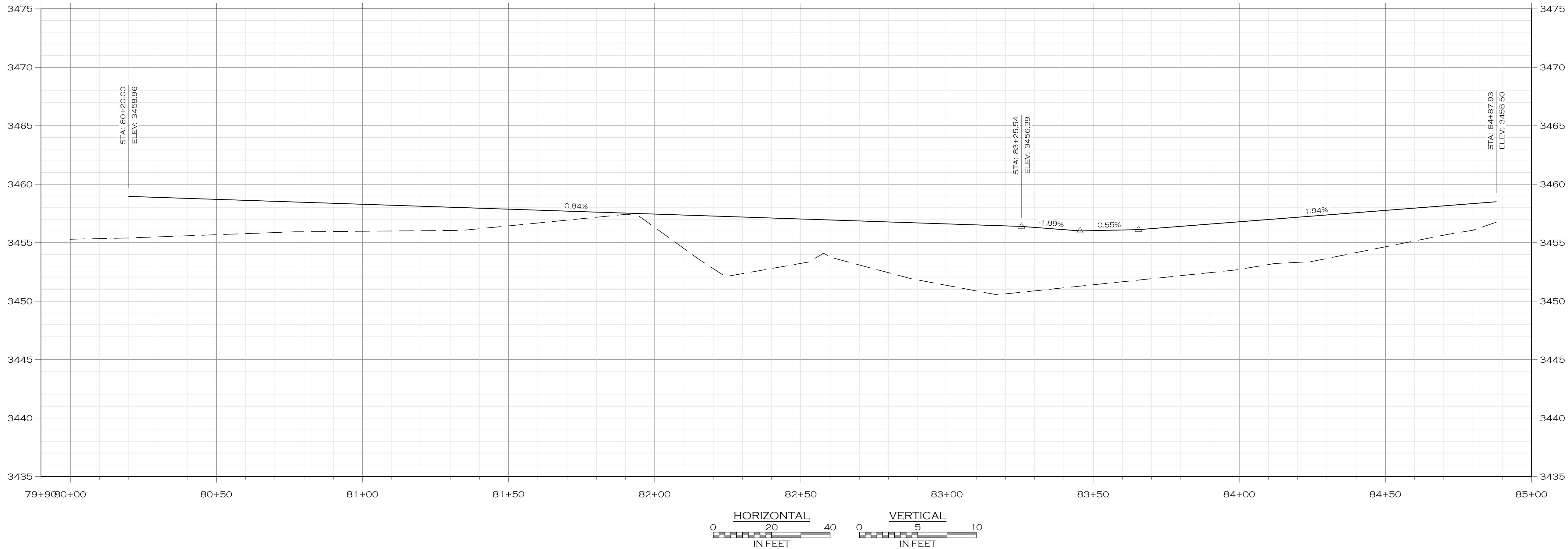
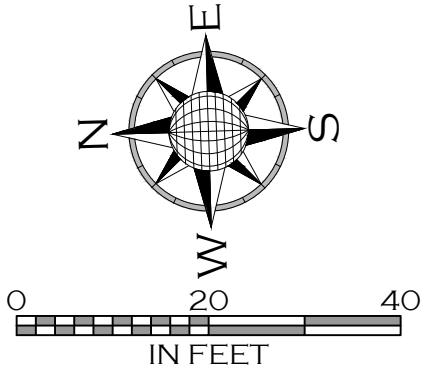
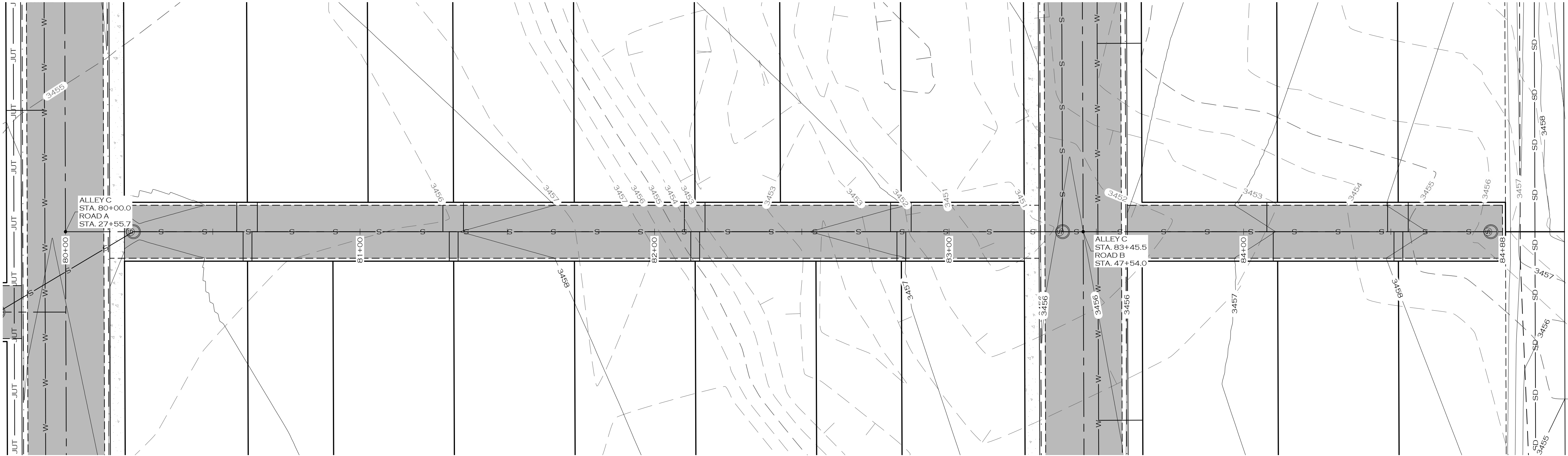
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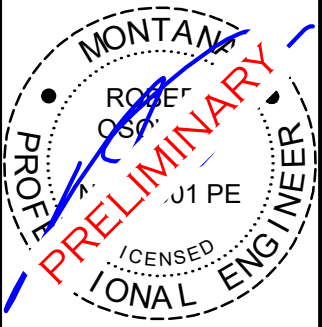
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GREAT FALLS		ALLEY B PLAN & PROFILE			
WOITH ENGINEERING, INC. ENGINEERS & SURVEYORS 405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-781-1955 3000 CLARK STREET, SUITE 100 • BOZEMAN, MT 59717 • 406-233-5555 WWW.WOITHENG.COM		DATE		DATE	
JOB #:		DRAWN:		DESIGN:	
23-090		RLO/TDL		RLO	
QA:		SMW/RLO		DATE:	
04/03/2025					



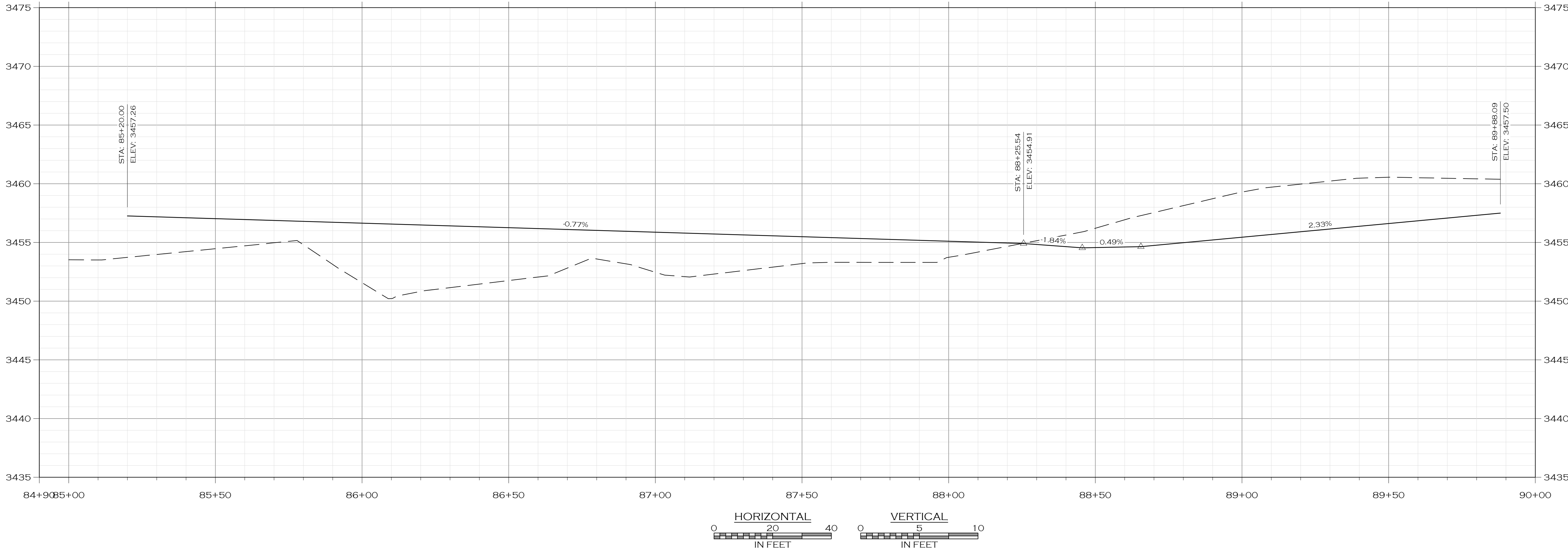
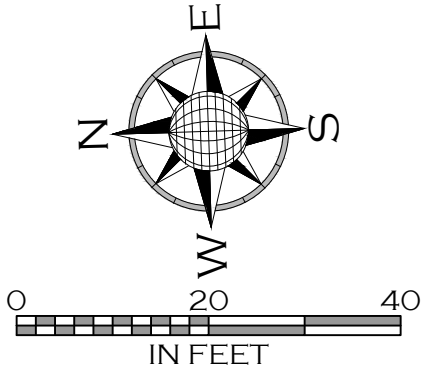
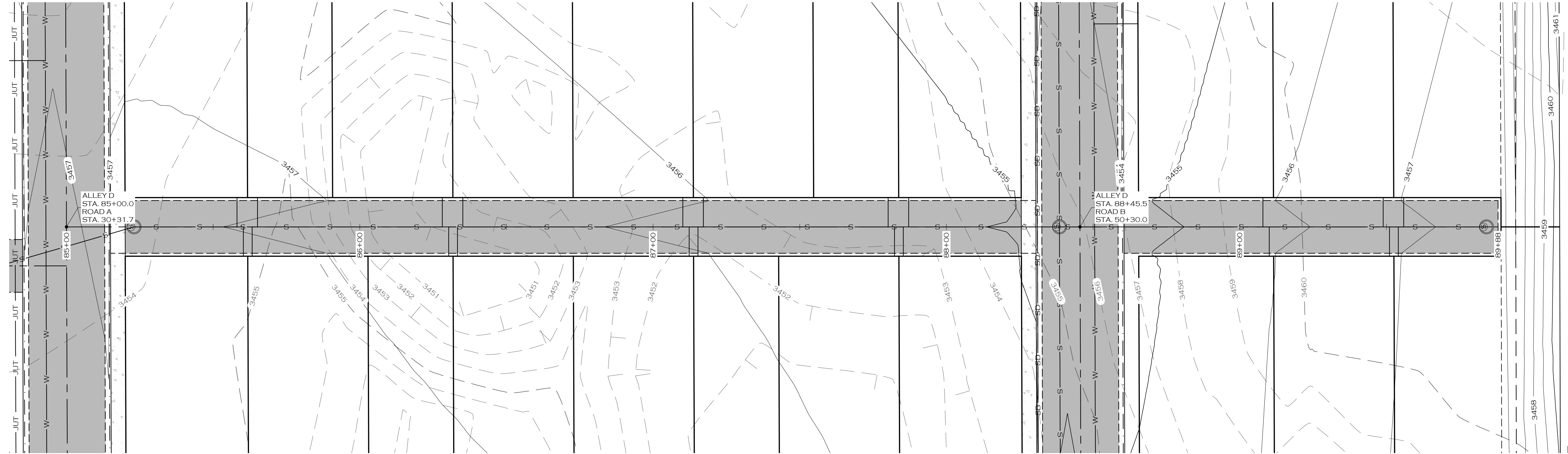


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ALLEY C PLAN & PROFILE		WOITH ENGINEERS & SURVEYORS					
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DATE:		DATE:		DATE:		DATE:	
QA:		QA:		QA:		QA:	
DESIGN:		DESIGN:		DESIGN:		DESIGN:	
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23-090		23-090		23-090		23-090	

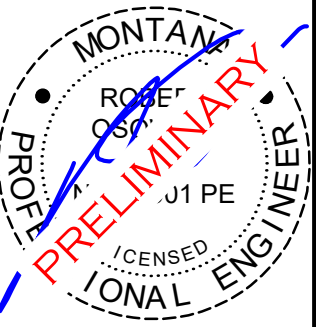






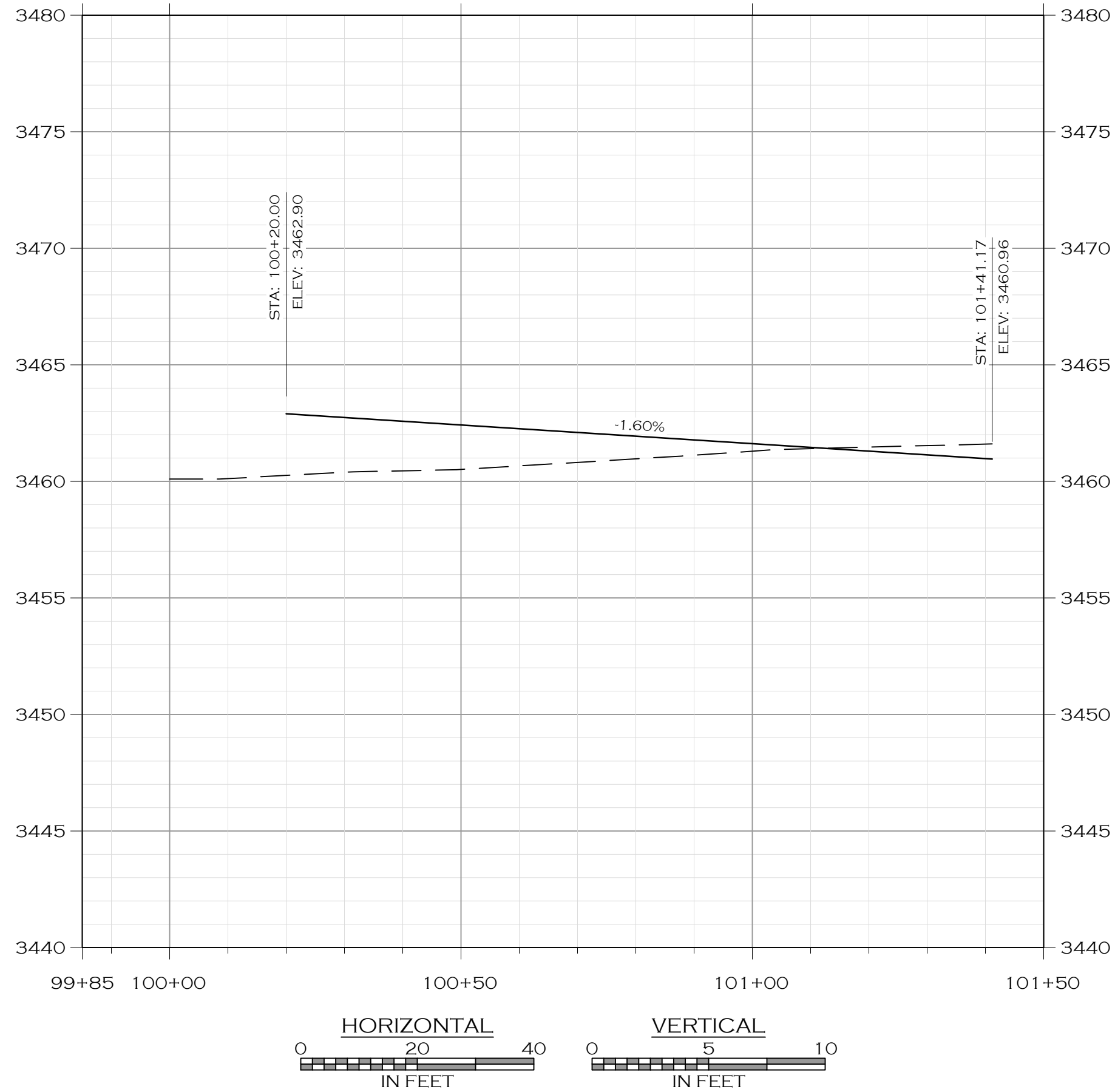
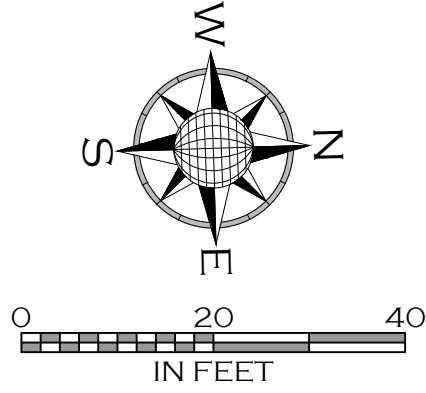
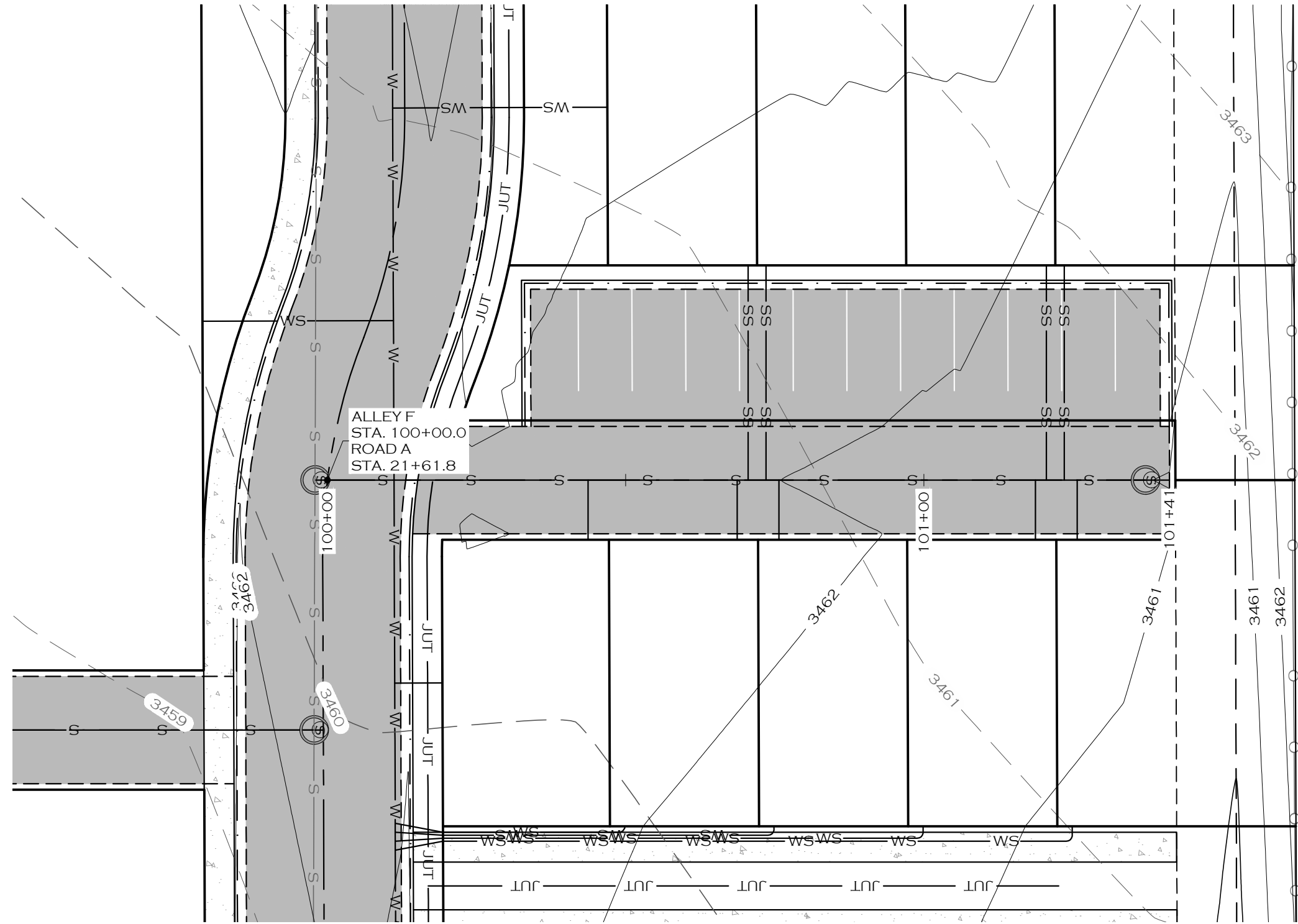
PRELIMINARY - NOT FOR CONSTRUCTION

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ALLEY D PLAN & PROFILE		WOITH ENGINEERS & SURVEYORS					
405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-781-1955		3000 CLARK STREET, SUITE 100 • BOZEMAN, MT 59717 • 406-533-5555					
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DATE:		DATE:		DATE:		DATE:	
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DESIGN:		DESIGN:		DESIGN:		DESIGN:	
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23-090		23-090		23-090		23-090	



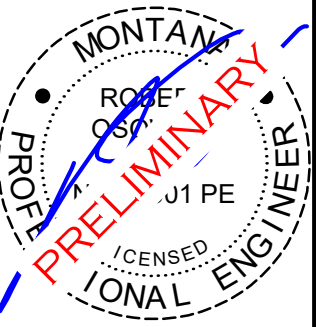






PRELIMINARY - NOT FOR CONSTRUCTION

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DESIGN:	RLO
QA:	SMW/RLO
DATE:	04/03/2025



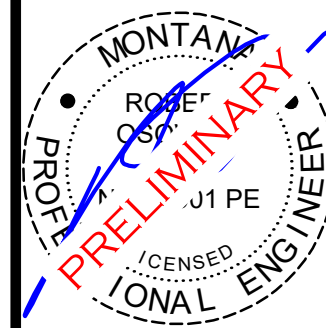
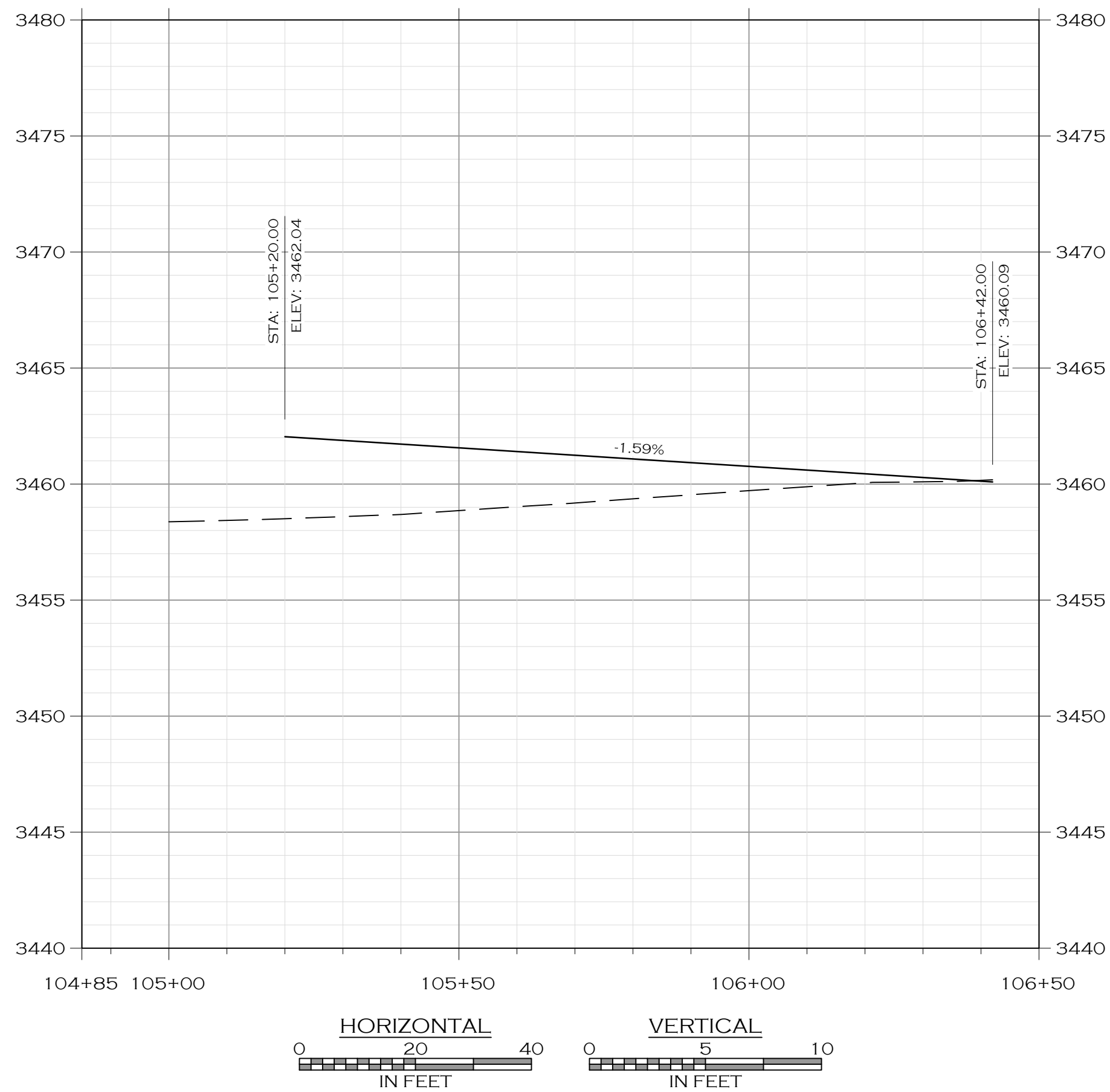
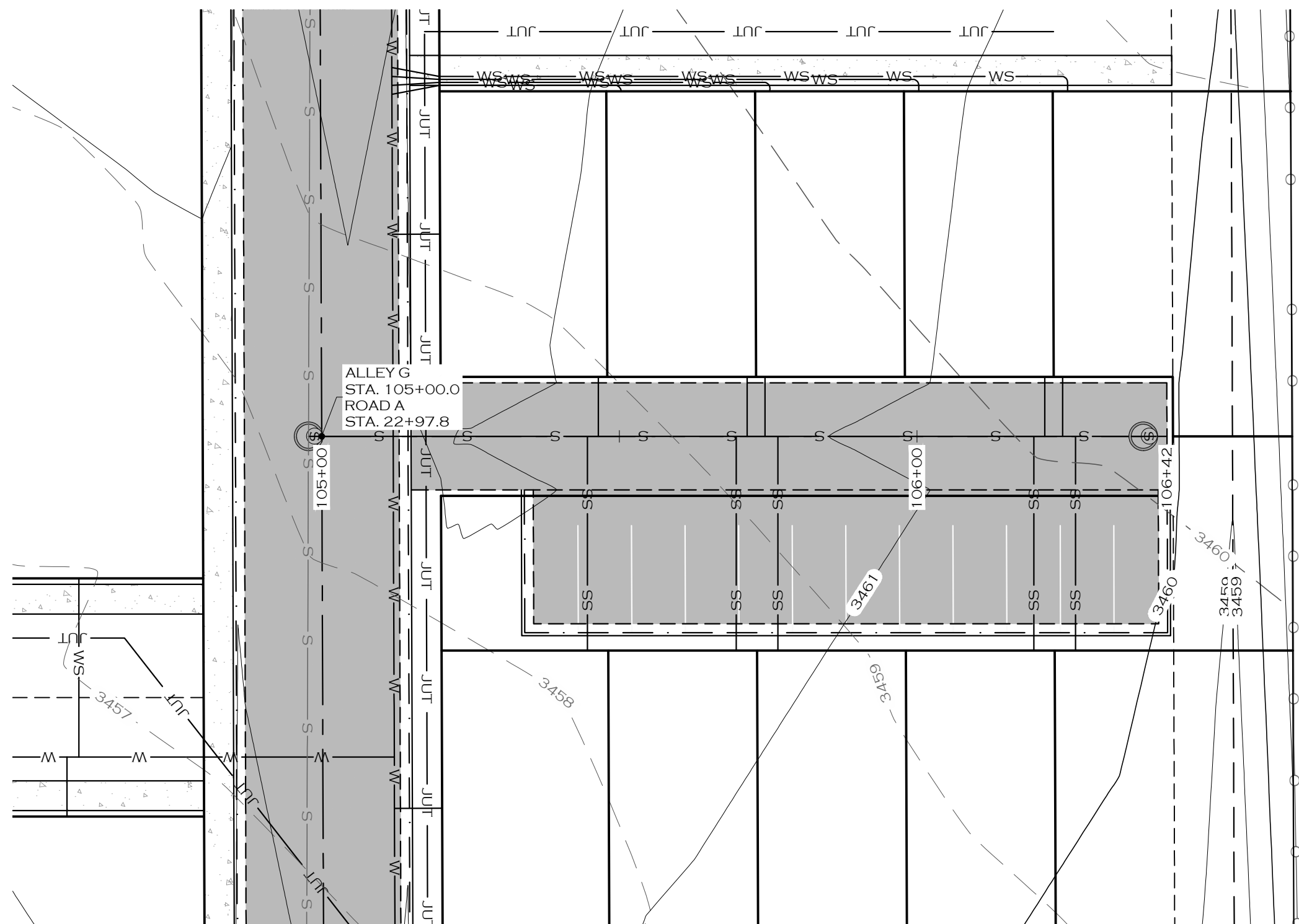
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MEADOWVIEW VILLAGE	MONTANA
GREAT FALLS	ALLEY F PLAN & PROFILE

C3.15

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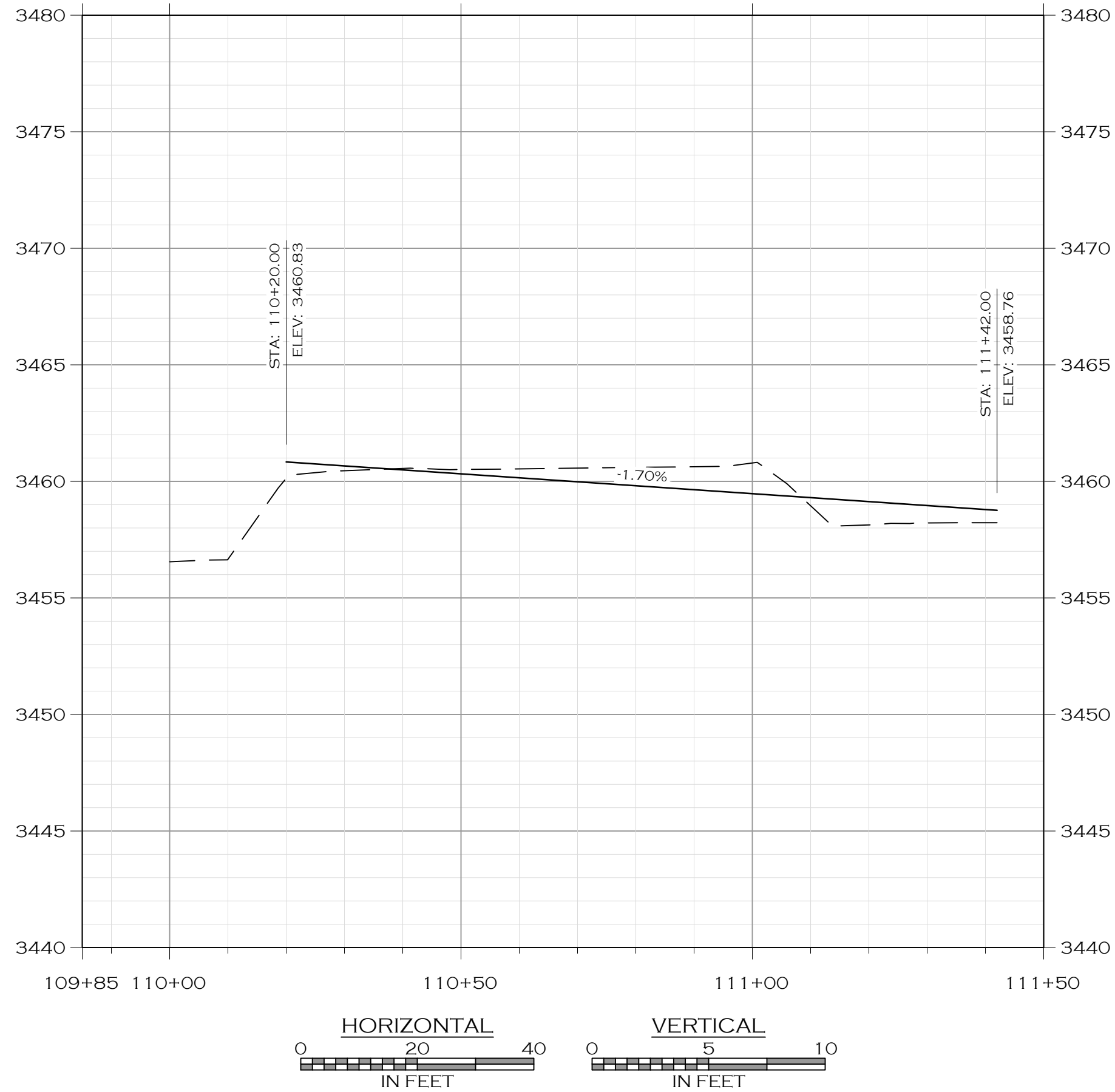
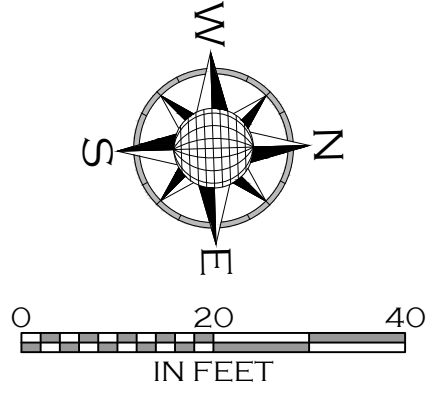
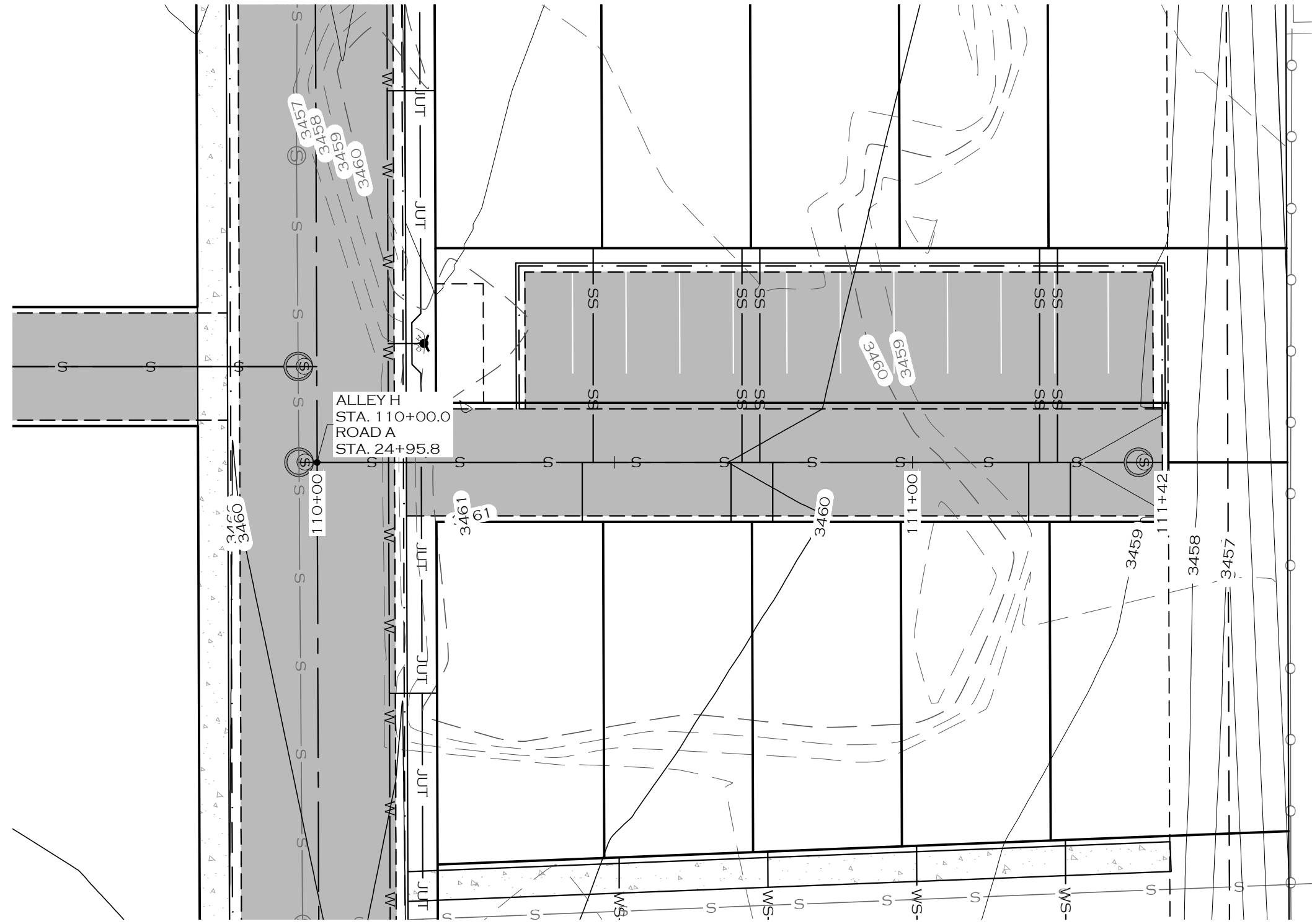
**WOITH ENGINEERING, INC.**

**ENGINEERS & SURVEYORS**

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3960 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9585  
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GREAT FALLS	MEADOWVIEW VILLAGE	MONTANA
ALLEY G PLAN & PROFILE		

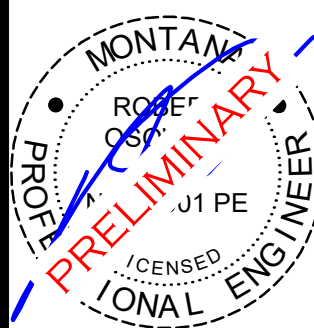
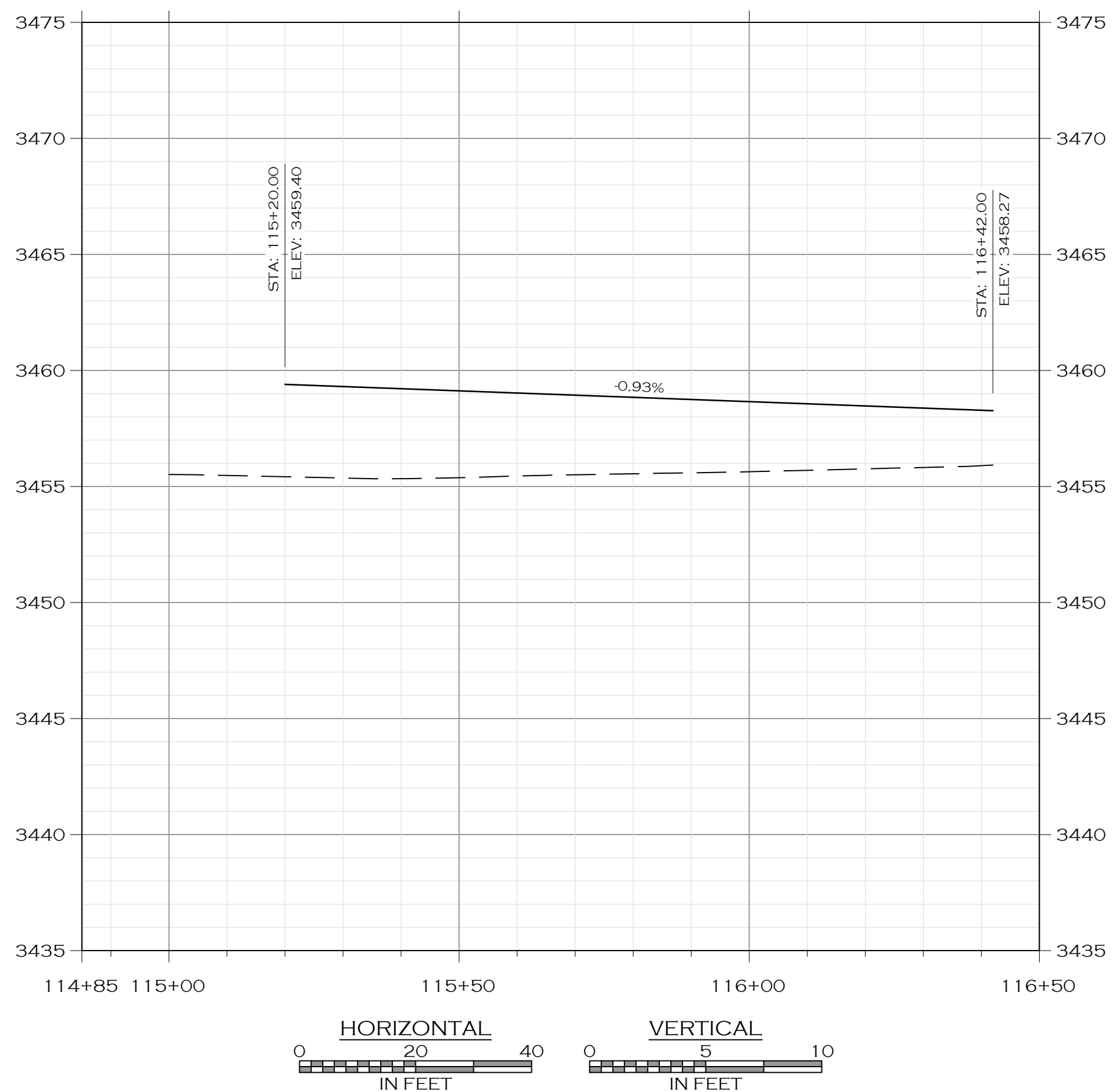
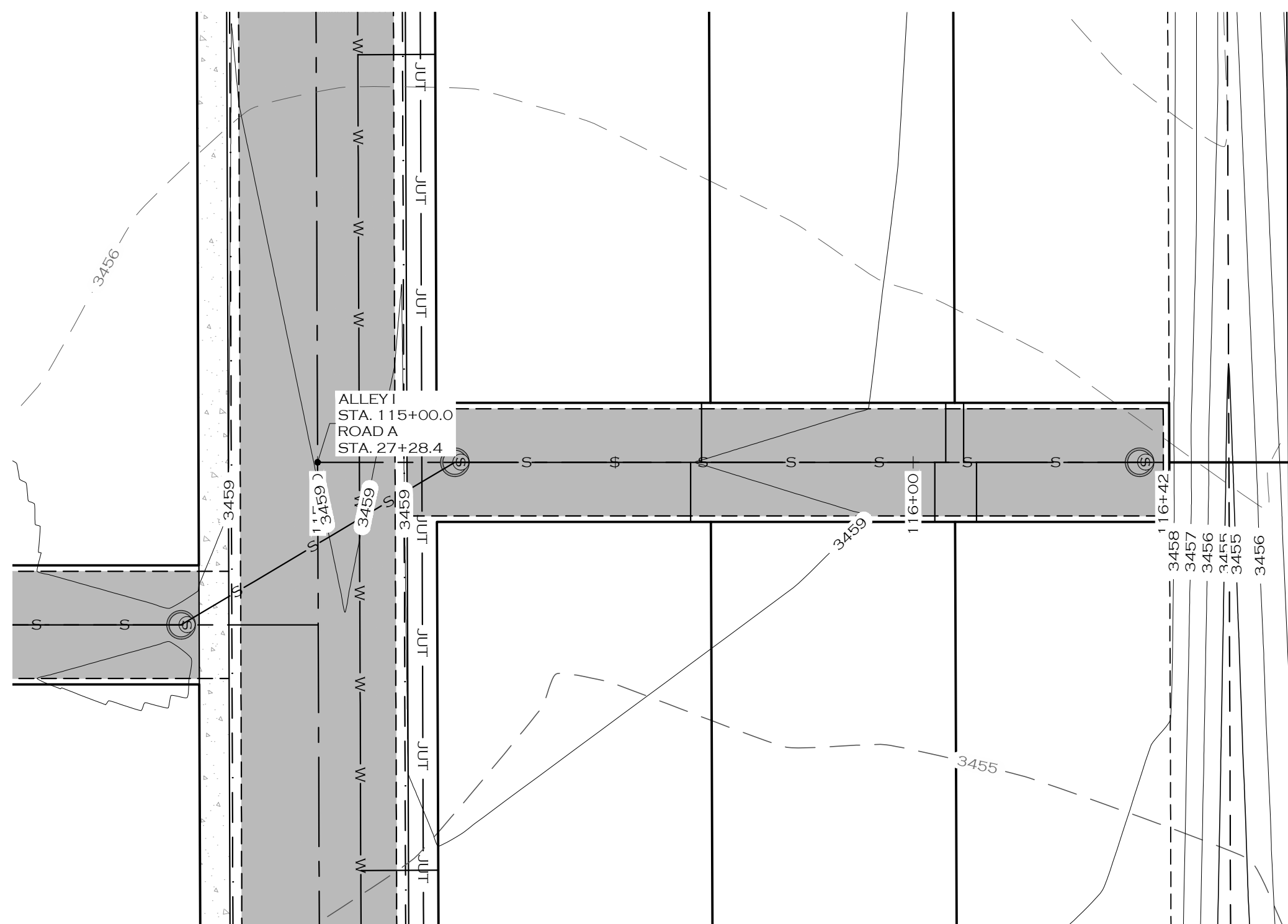
C3.16



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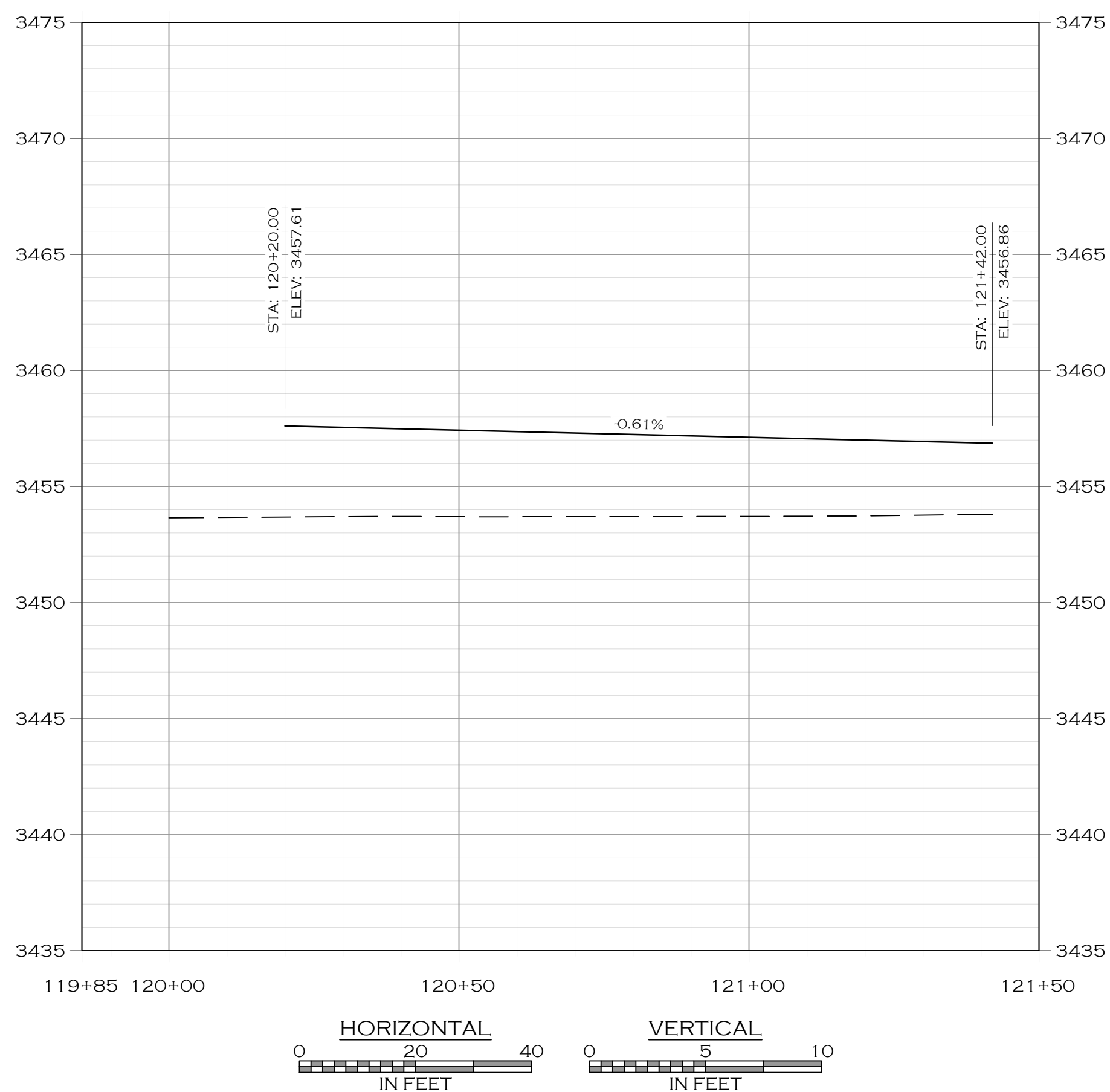
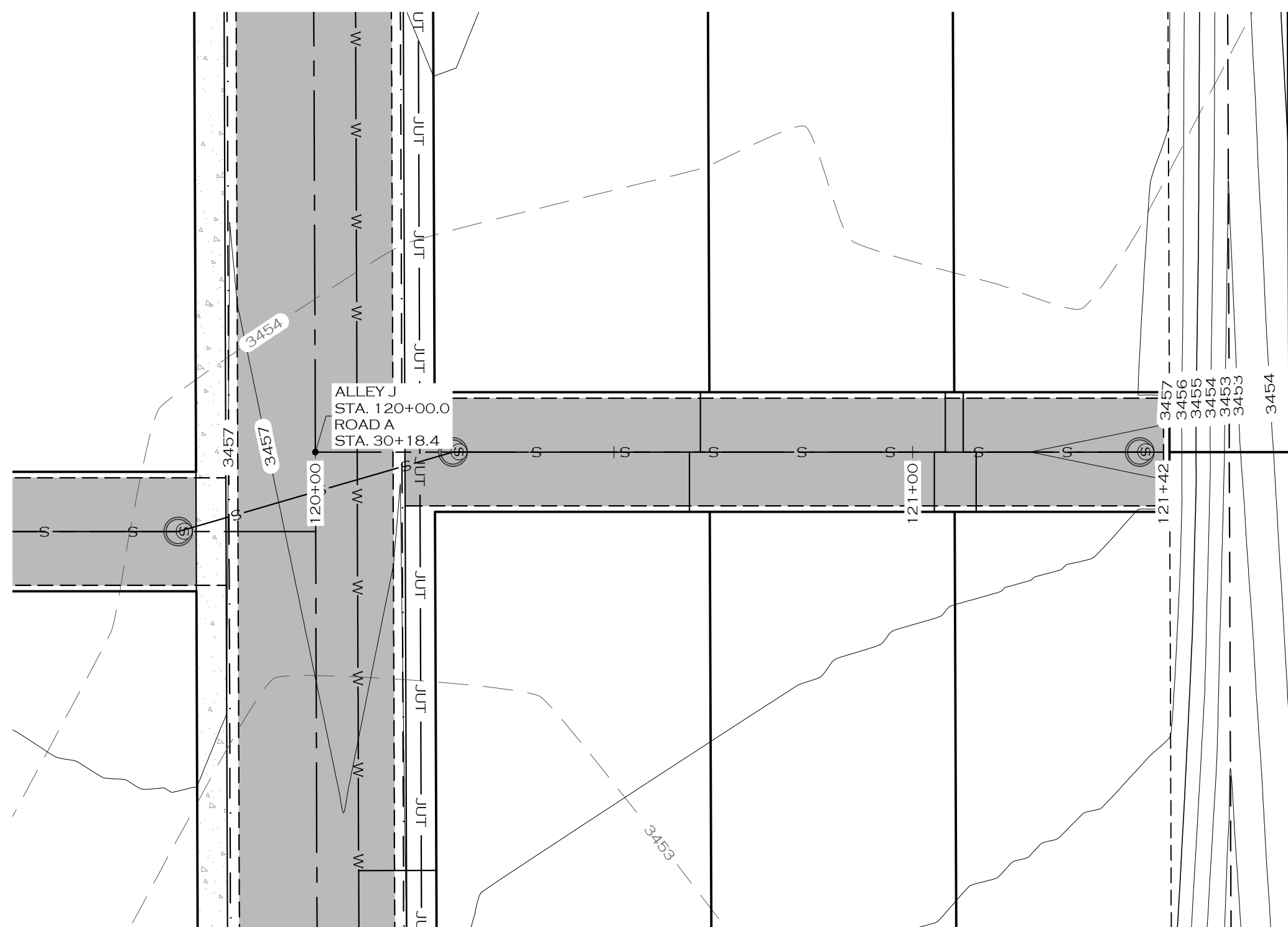
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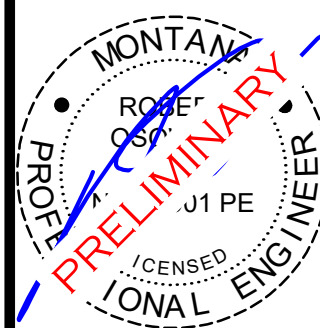
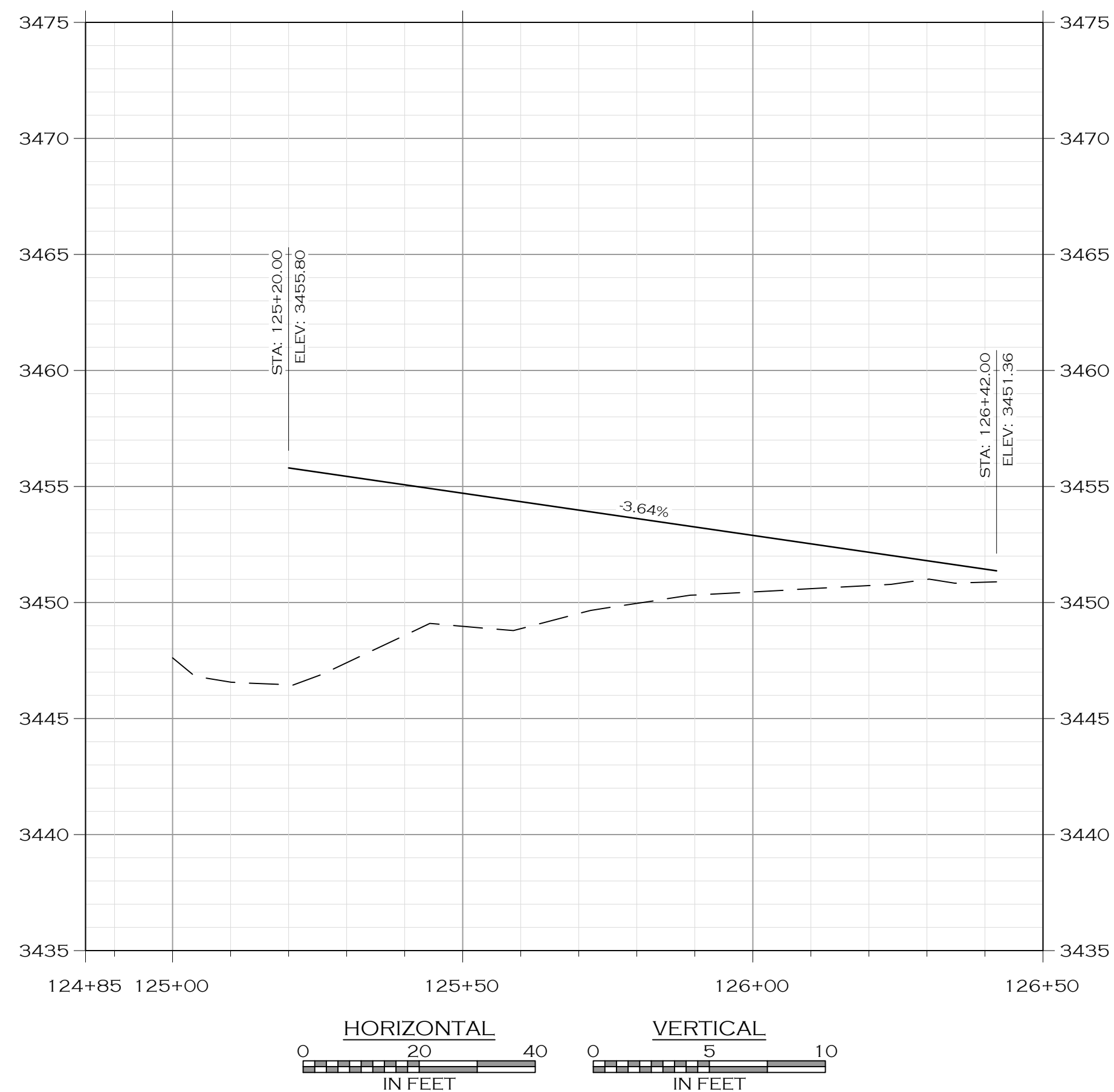
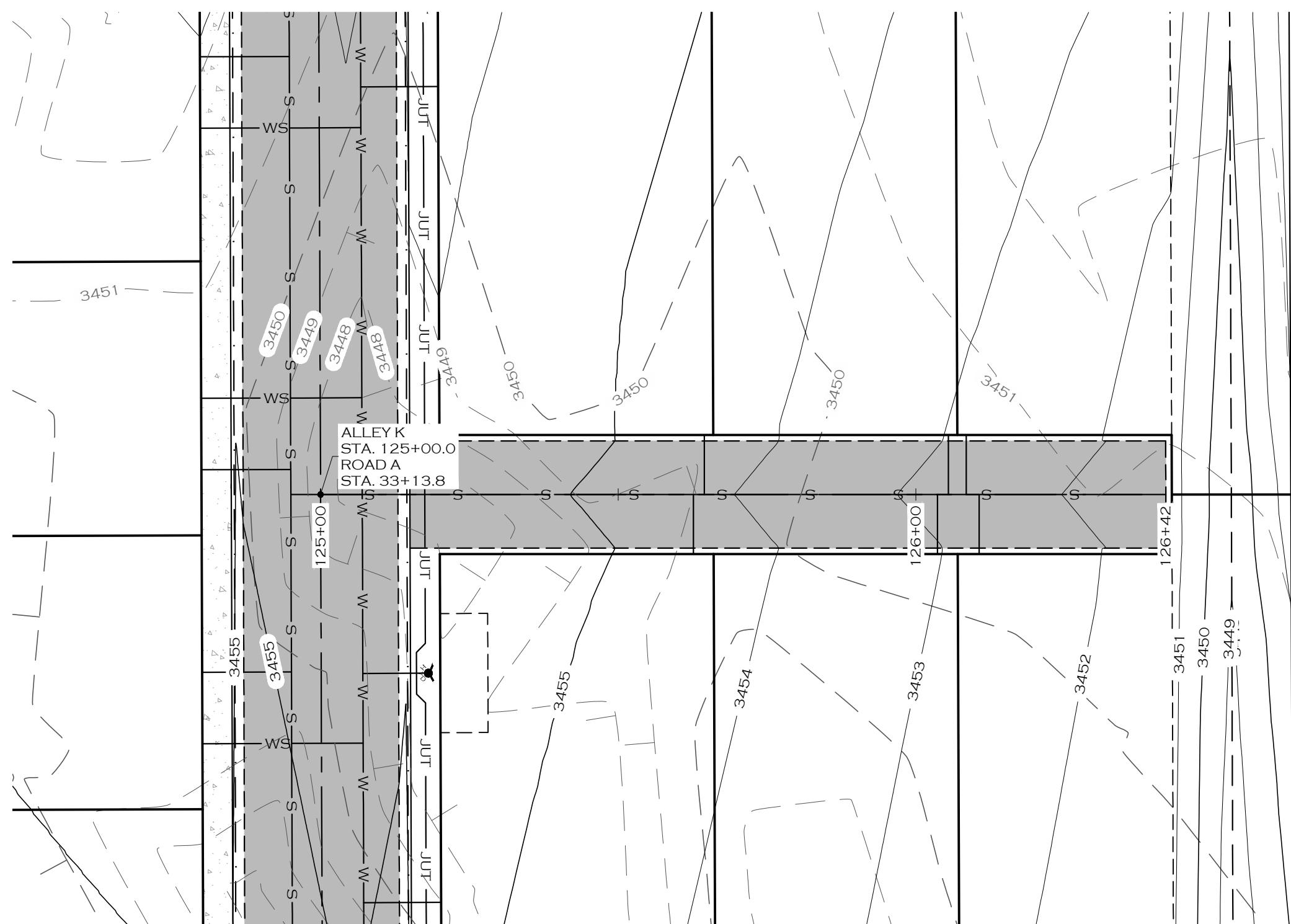
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**WOITH ENGINEERING, INC.**  
**ENGINEERS & SURVEYORS**  
405 3RD STREET NW, SUITE 205 • GREAT FALLS, MT 59404 • 406/761-1955  
3880 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406/203-5655  
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GREAT FALLS	MEADOWVIEW VILLAGE	MONTANA
ALLEY1 PLAN & PROFILE		



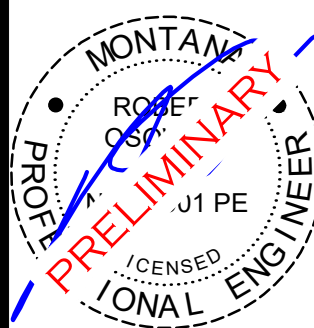
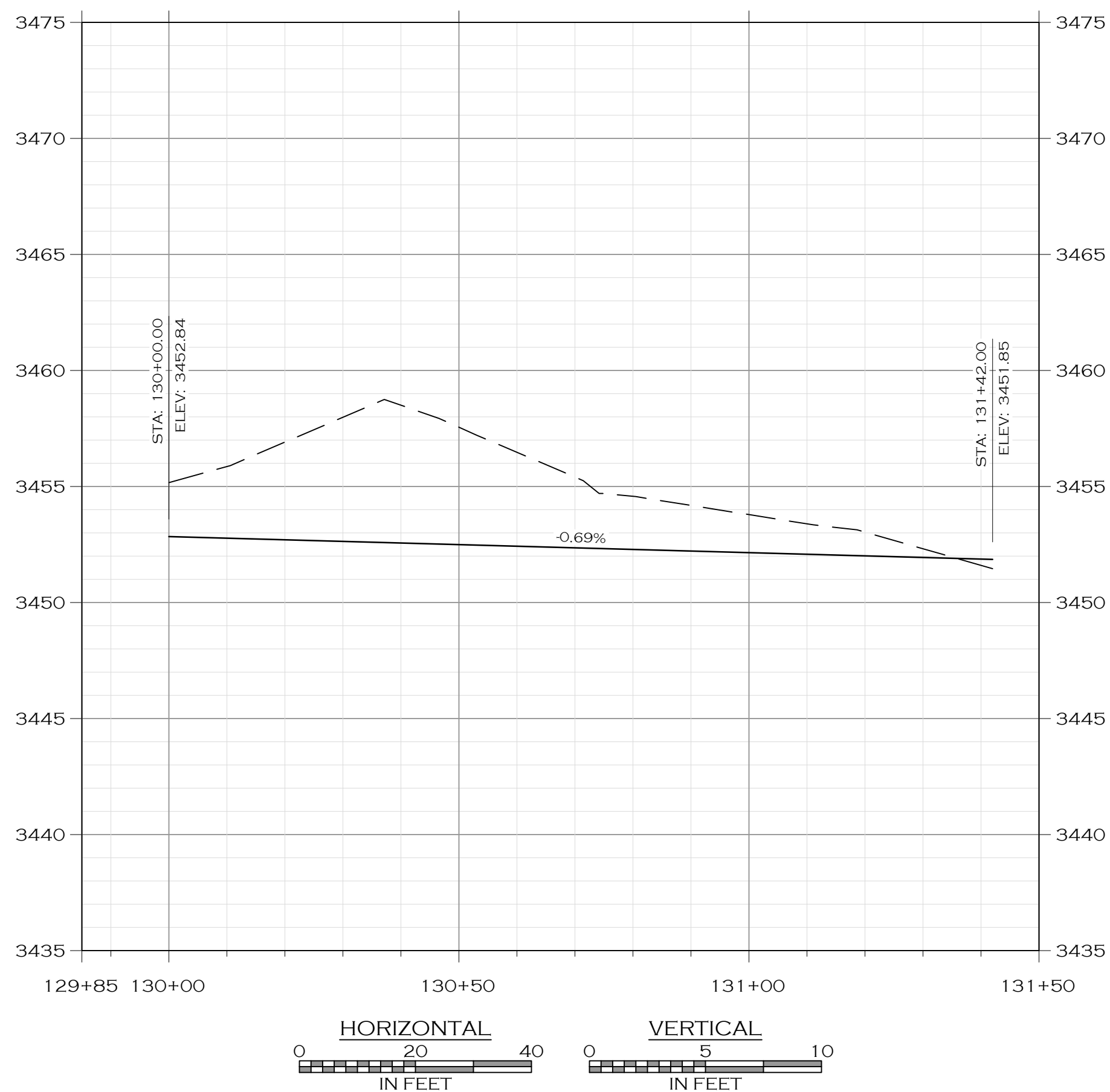
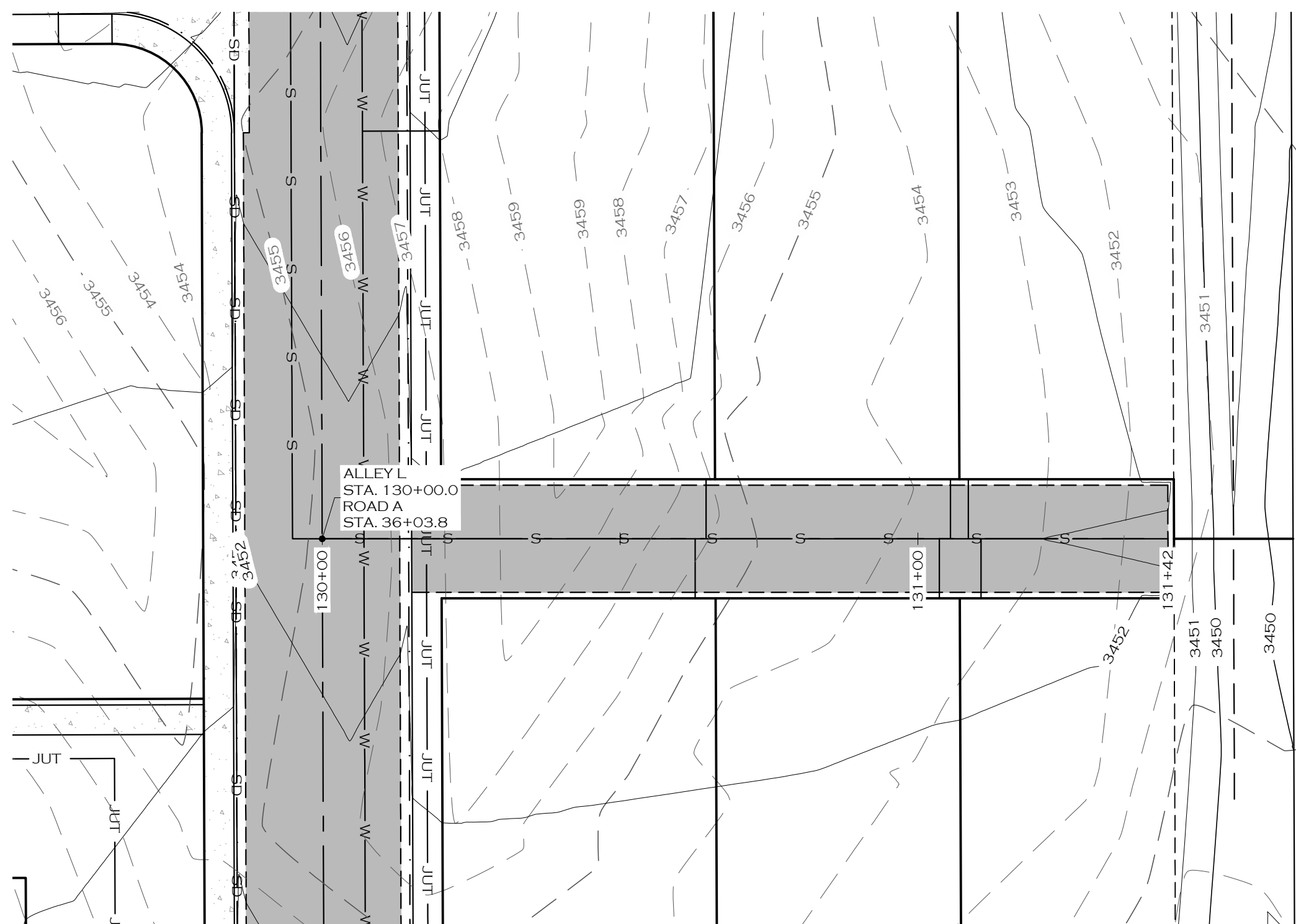


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**ENGINEERS & SURVEYORS**  
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3860 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406/203-9585  
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GREAT FALLS	MEADOWVIEW VILLAGE	MONTANA
ALLEY K PLAN & PROFILE		

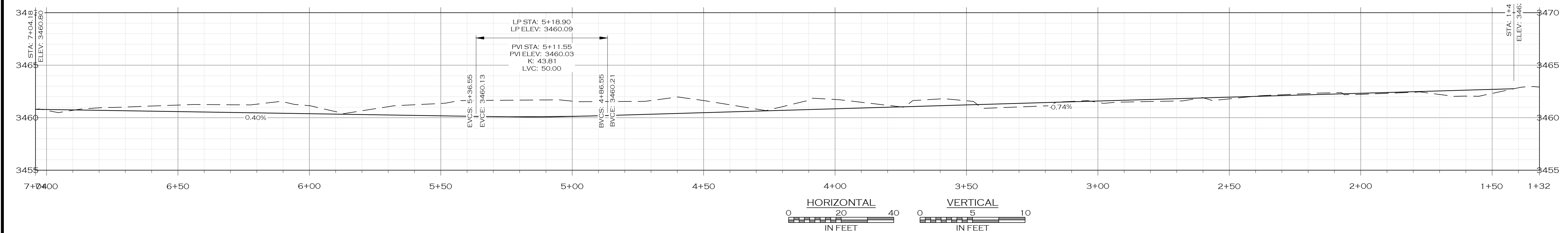
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**WOITH ENGINEERING, INC.**  
**ENGINEERS & SURVEYORS**  
405-3RD STREET NW, SUITE 208 • GREAT FALLS, MT 59404 • 406-761-1955  
3860 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9565  
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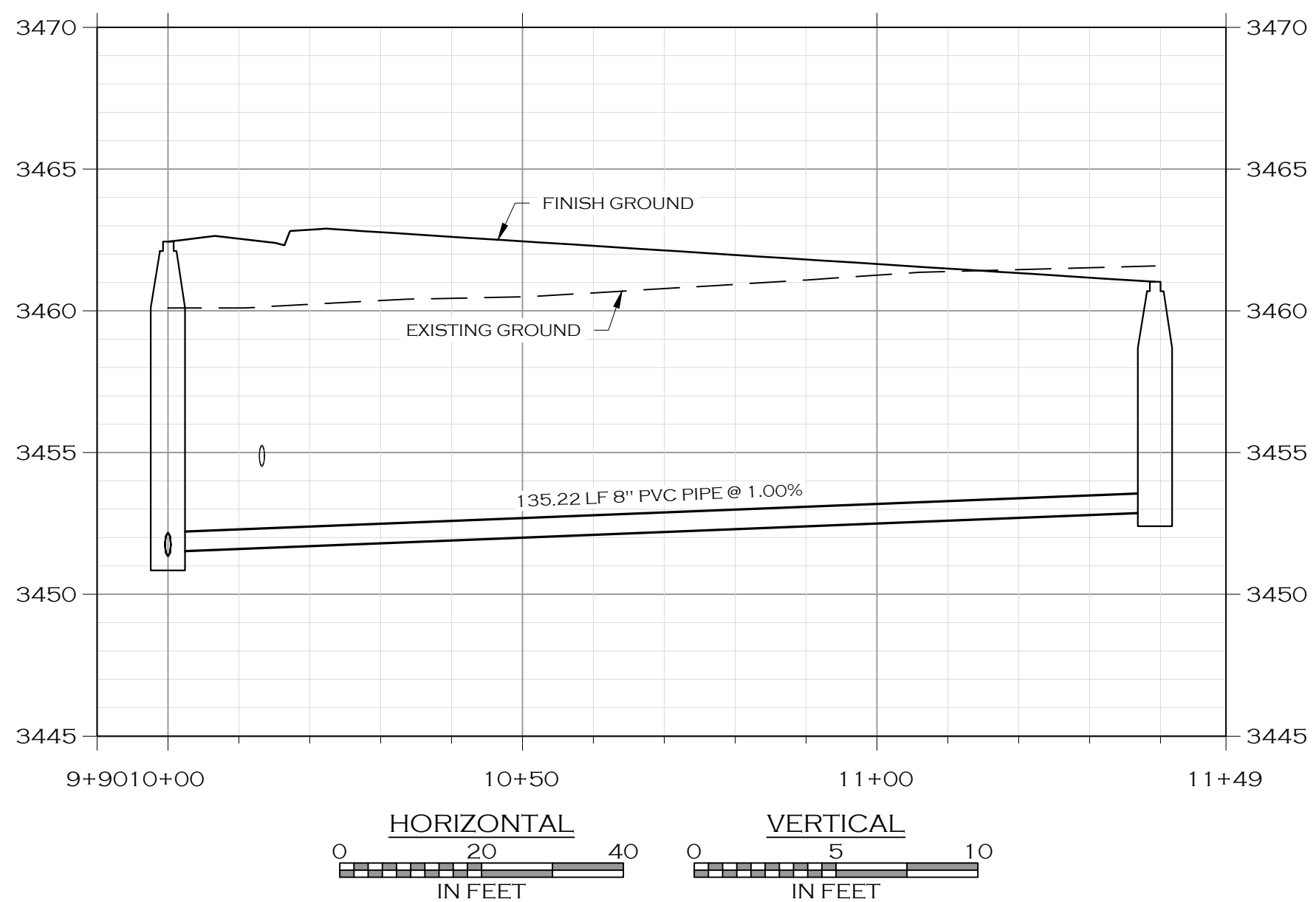
GREAT FALLS	MEADOWVIEW VILLAGE	MONTANA
ALLEY L PLAN & PROFILE		

C3.2 1



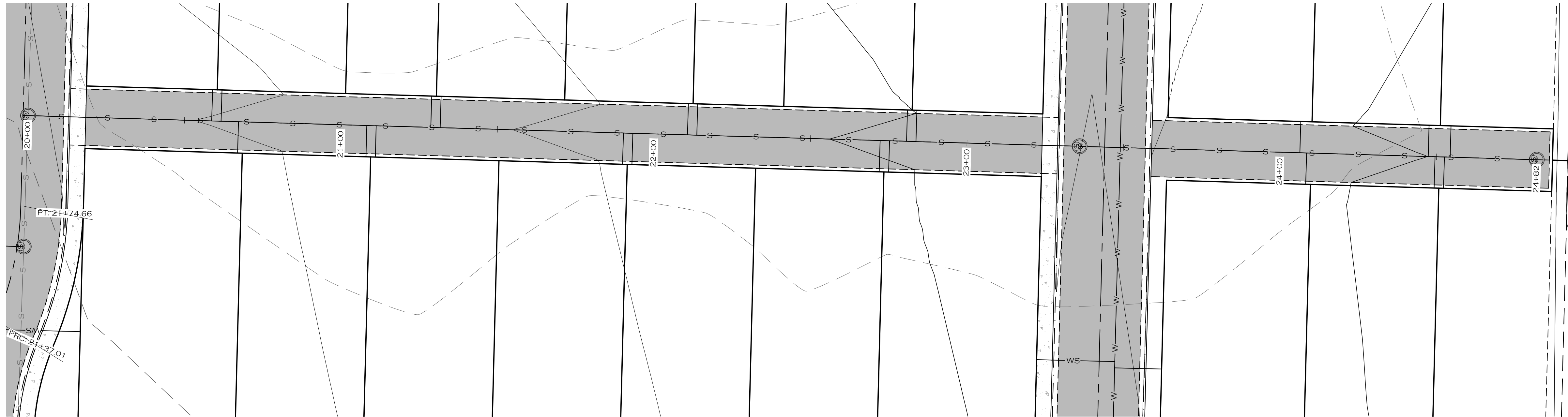
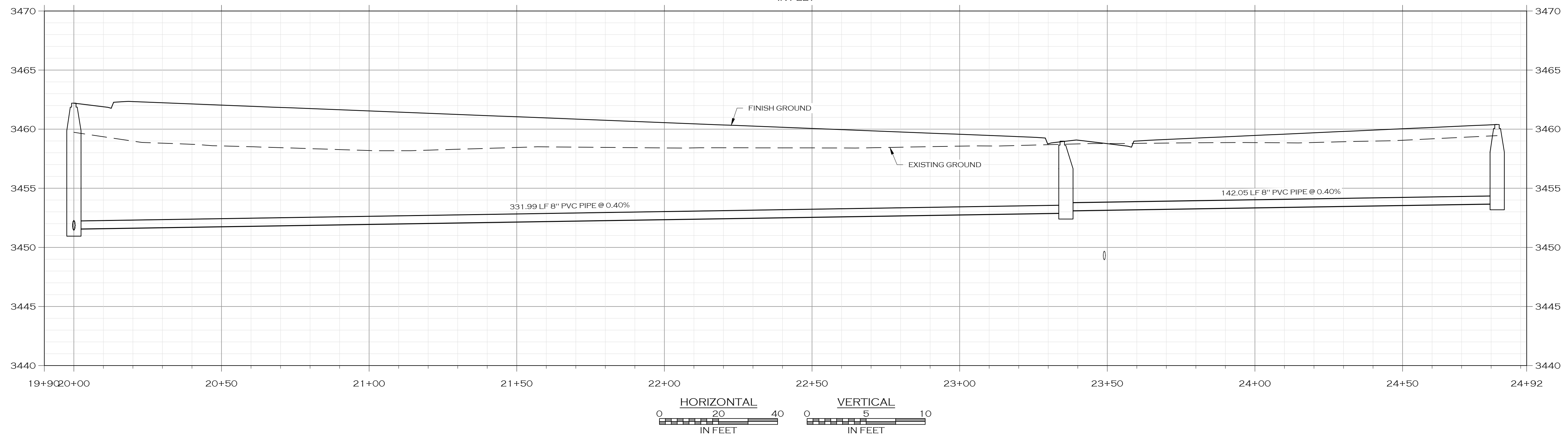






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C4.1	MEADOWVIEW VILLAGE		 <b>WOITH ENGINEERING, INC.</b> <b>ENGINEERS &amp; SURVEYORS</b> 405 3RD STREET NW, SUITE 205 • GREAT FALLS, MT 59404 • 406-761-1955 3600 O'LEARY STREET, SUITE 100 • BUTTE, MT 59701 • 406-233-9565 <a href="http://WWW.WOITHENGINEERING.COM">WWW.WOITHENGINEERING.COM</a> COPYRIGHT © WOITH ENGINEERING, INC. 2025	MONTANA	
	SEWER A PLAN AND PROFILE				
DATE			JOB #:		
DESCRIPTION			DRAWN:		
			DESIGN:		
			QA:		
			DATE:		



PRELIMINARY - NOT FOR CONSTRUCTION

GREAT FALLS

MEADOWVIEW VILLAGE

SEWER B PLAN AND PROFILE

MONTANA

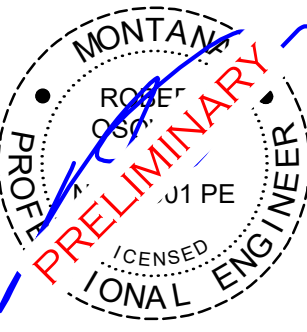


**WOITH ENGINEERING, INC.**  
**ENGINEERS & SURVEYORS**

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WERBPNP1.DWG PLOTTED BY: ROBERT OSOWSKI ON APR/03/2025

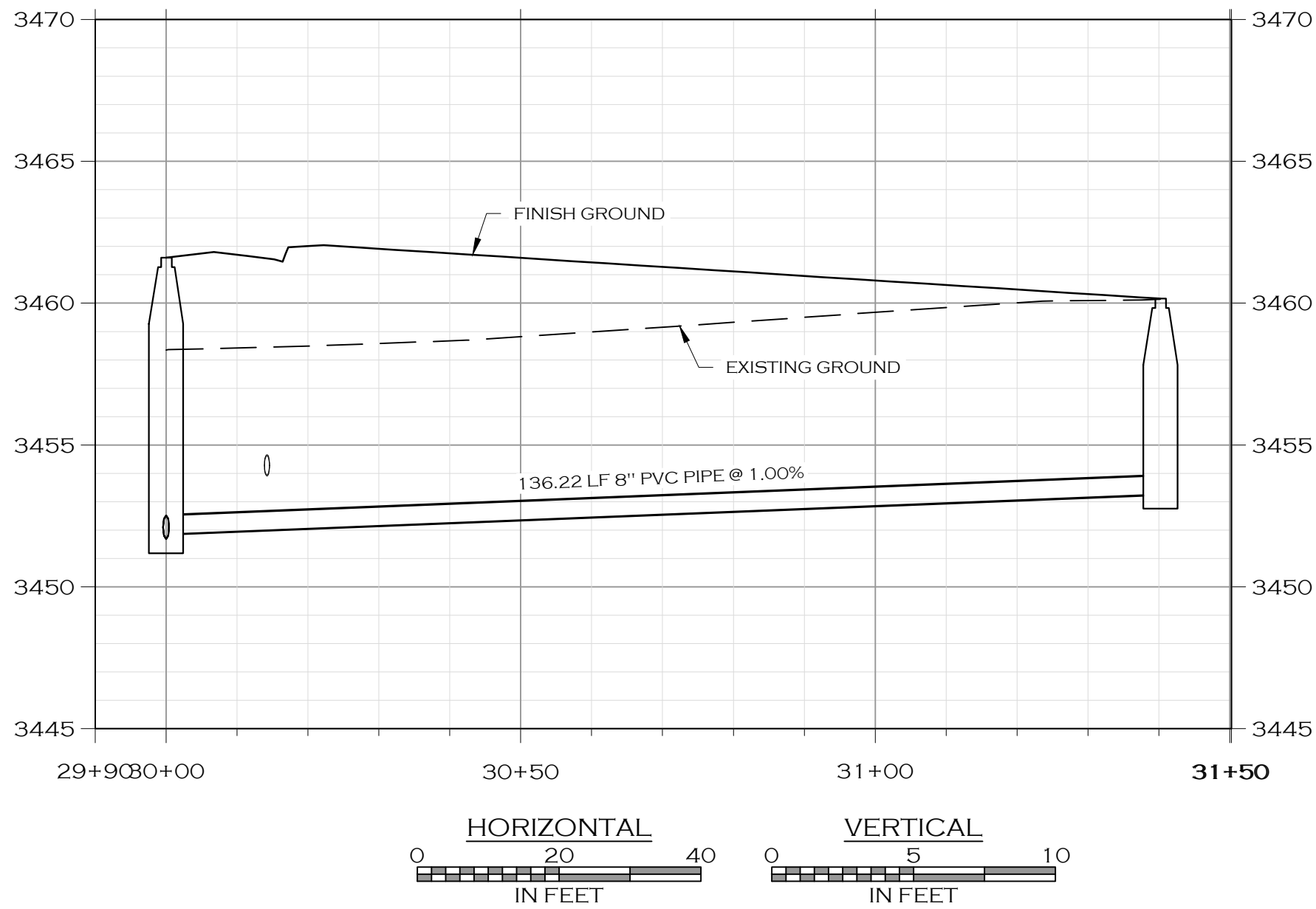
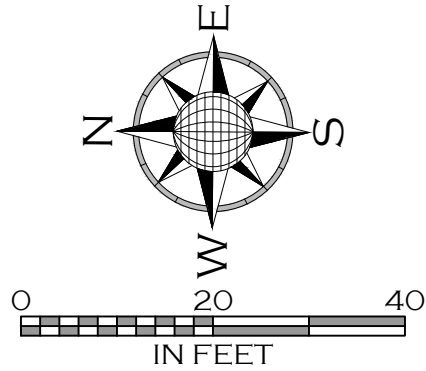
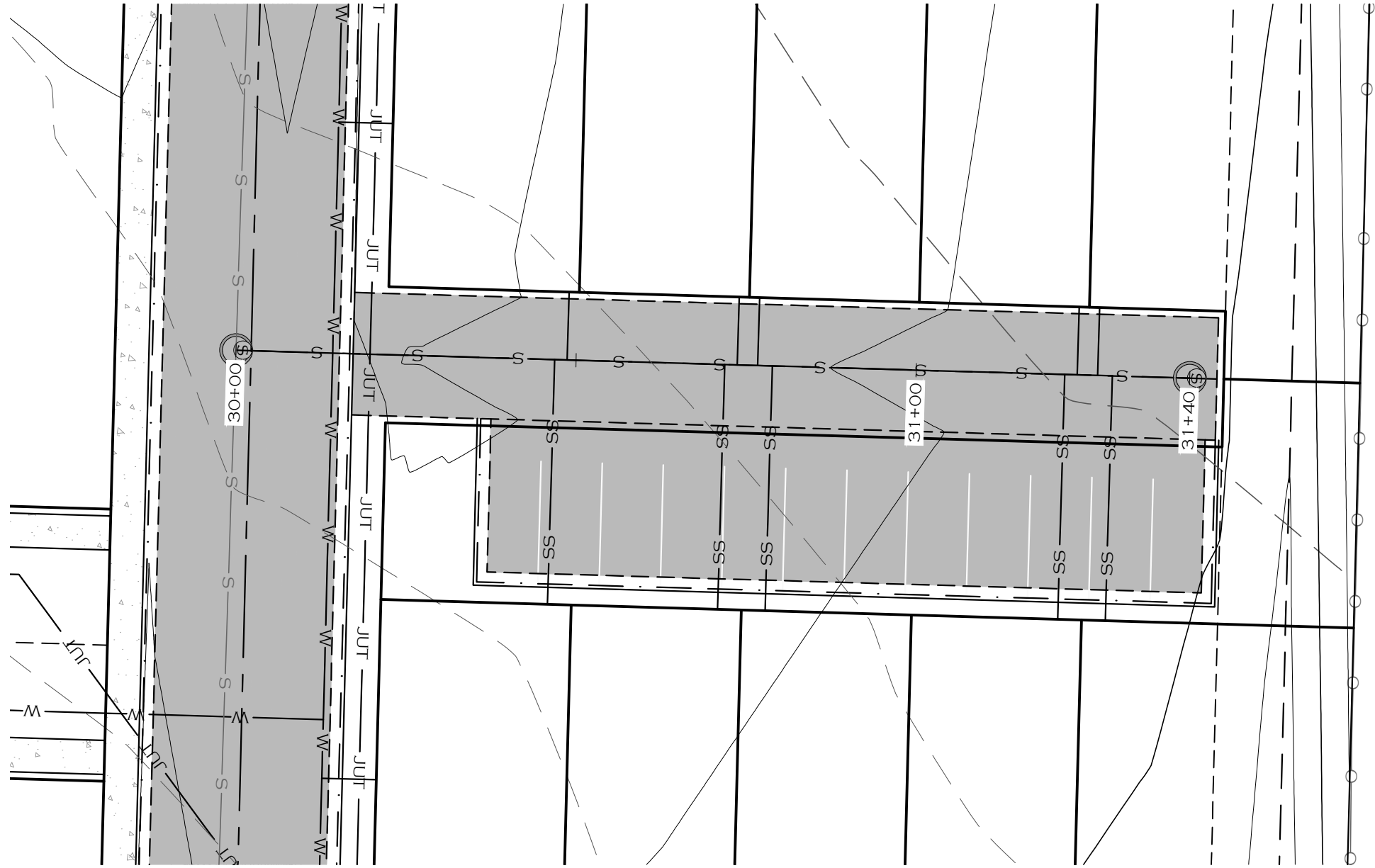
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JOB #:	23-090
DRAWN:	RLO/TDL
DESIGN:	RLO
QA:	SMW/RLO
DATE:	04/03/2025

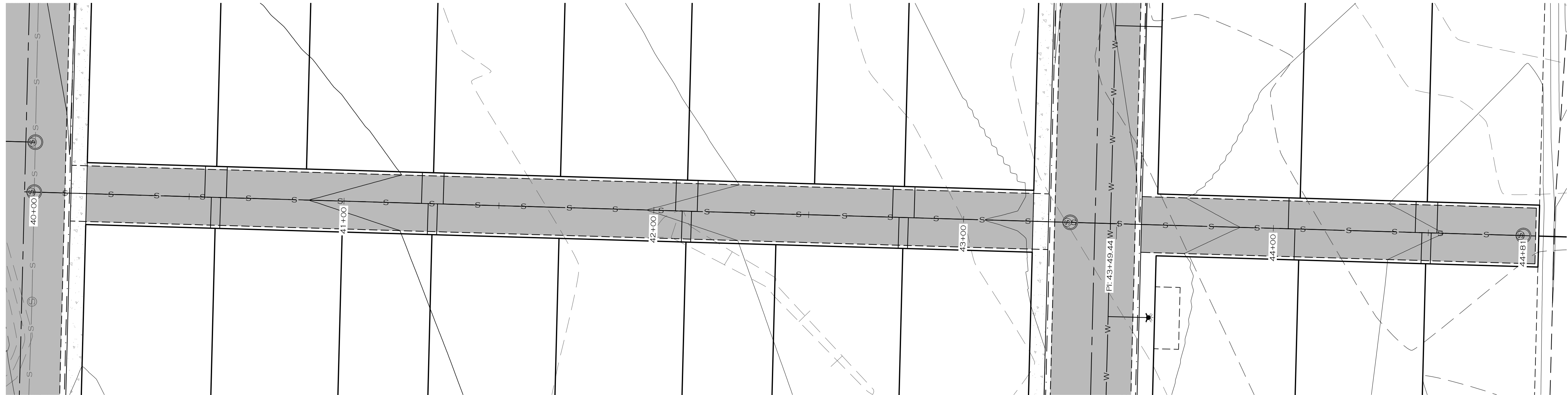
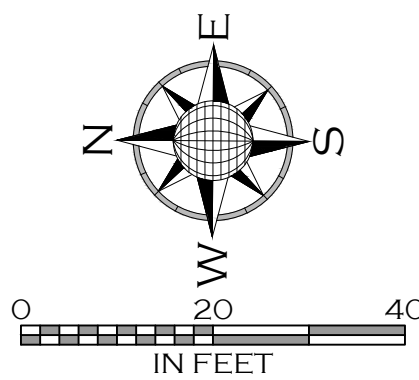
## C4.2





PRELIMINARY - NOT FOR CONSTRUCTION

C4.3	GREAT FALLS	MEADOWVIEW VILLAGE	MONTANA	SEWER C PLAN AND PROFILE		WOITH ENGINEERING, INC. ENGINEERS & SURVEYORS 405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-781-1955 3000 O'LEARY STREET, SUITE 100 • GIBSONIA, PA 15110 • 412-886-4060 • 412-233-5555 WWW.WOITHENG.COM • COPYRIGHT © WOITH ENGINEERING, INC., 2025		JOB #:	23-080
								DRAWN:	RLO/TDL
								DESIGN:	RLO
								QA:	SMW/RLO
								DATE:	04/03/2025



MEADOWVIEW VILLAGE

GREAT FALLS

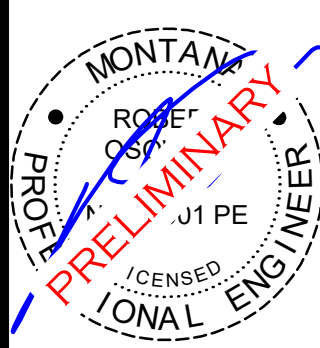
MEADOWVIEW VILLAGE  
SEWER D PLAN AND PROFILE

DESCRIPTION

DATE \_\_\_\_\_

JOB #:	23-090
DRAWN:	RLO/TDL
DESIGN:	RLO
QA:	SMW/RLO
DATE:	04/03/2023

JOB #:	23-080
DRAWN:	RLO/TDL
DESIGN:	RLO
QA:	SMW/RLO
DATE:	04/03/2025



#	DESCRIPTION	DATE

**WOITH ENGINEERING, INC.**

**ENGINEERS & SURVEYORS**

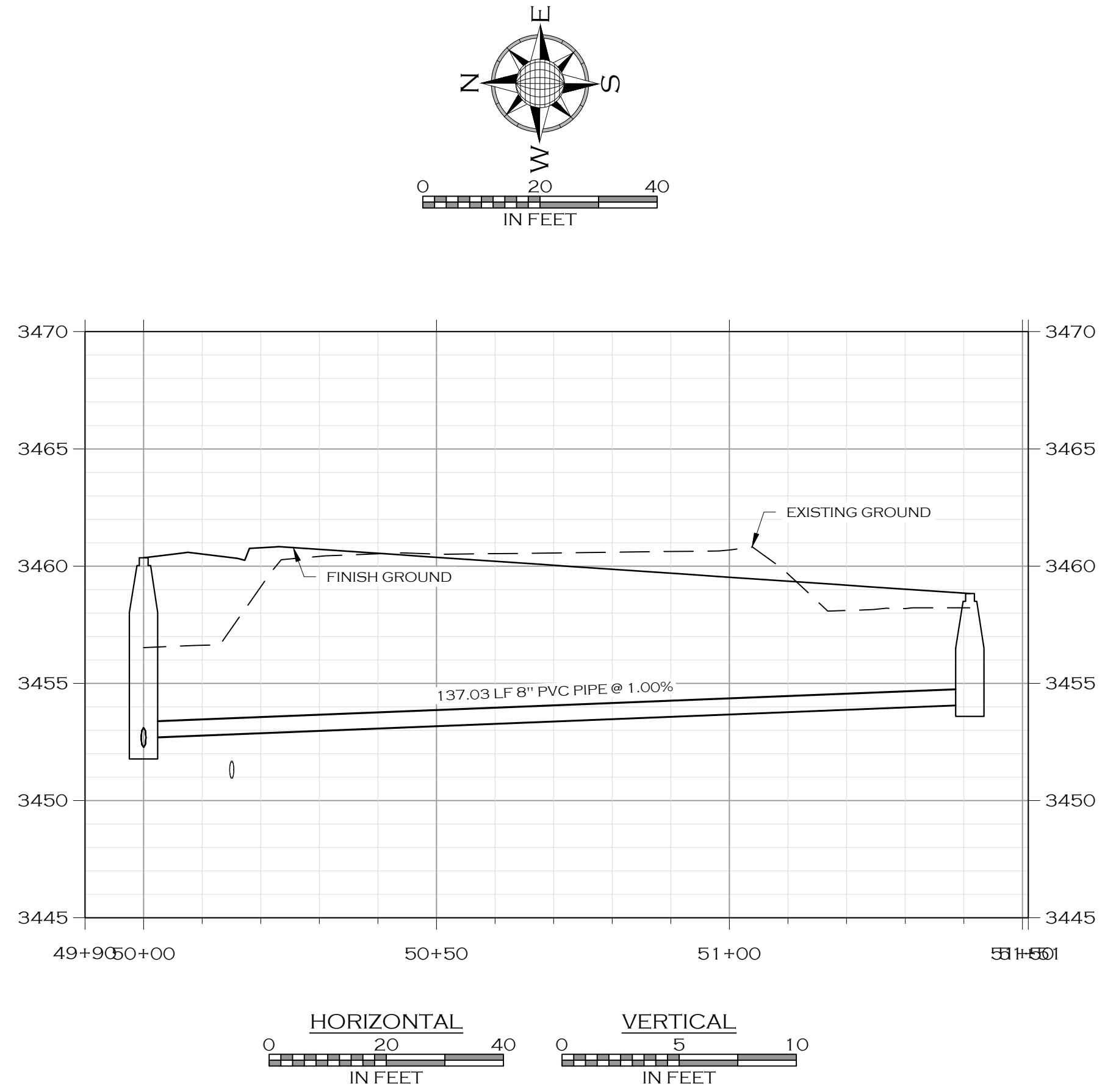
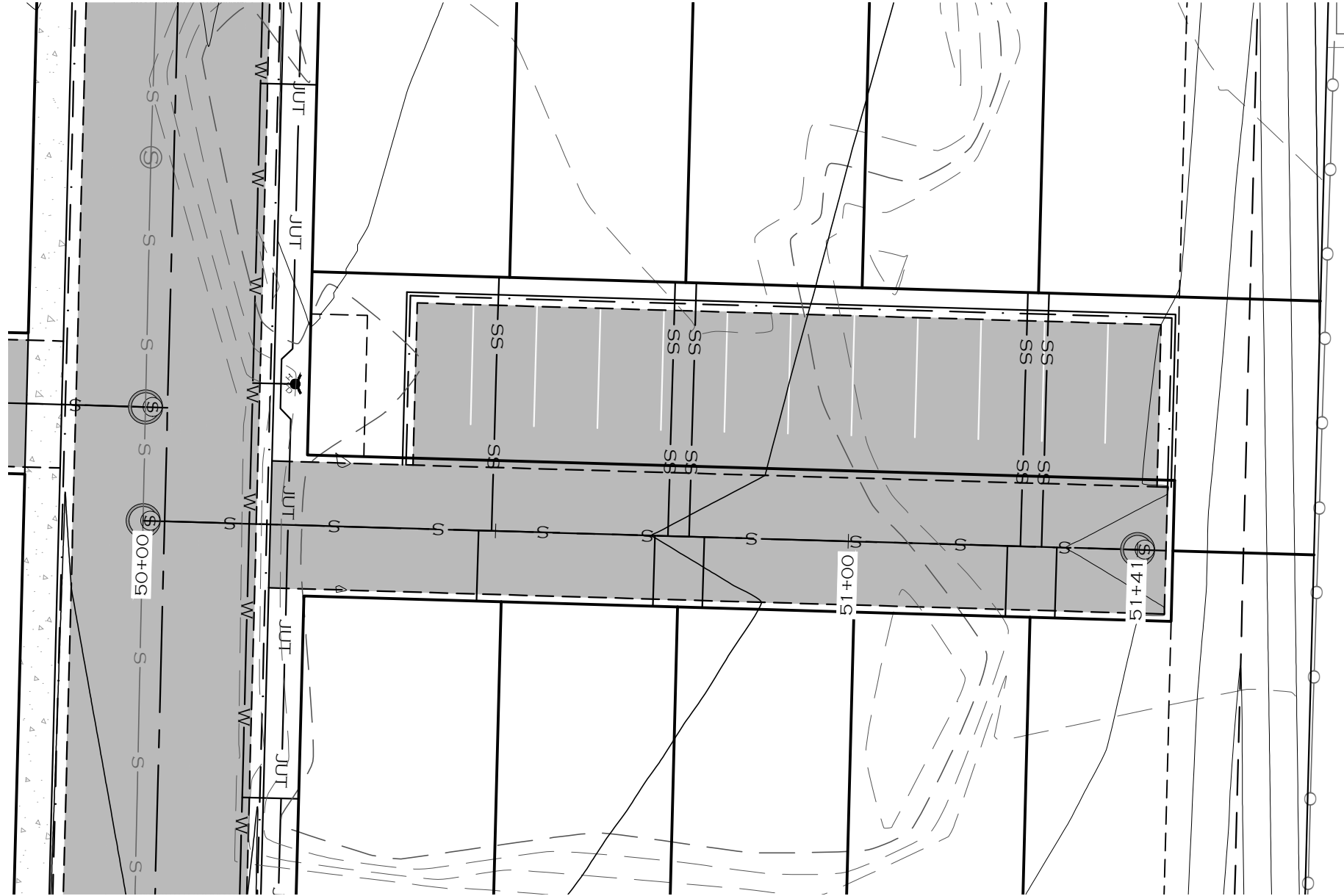
405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955  
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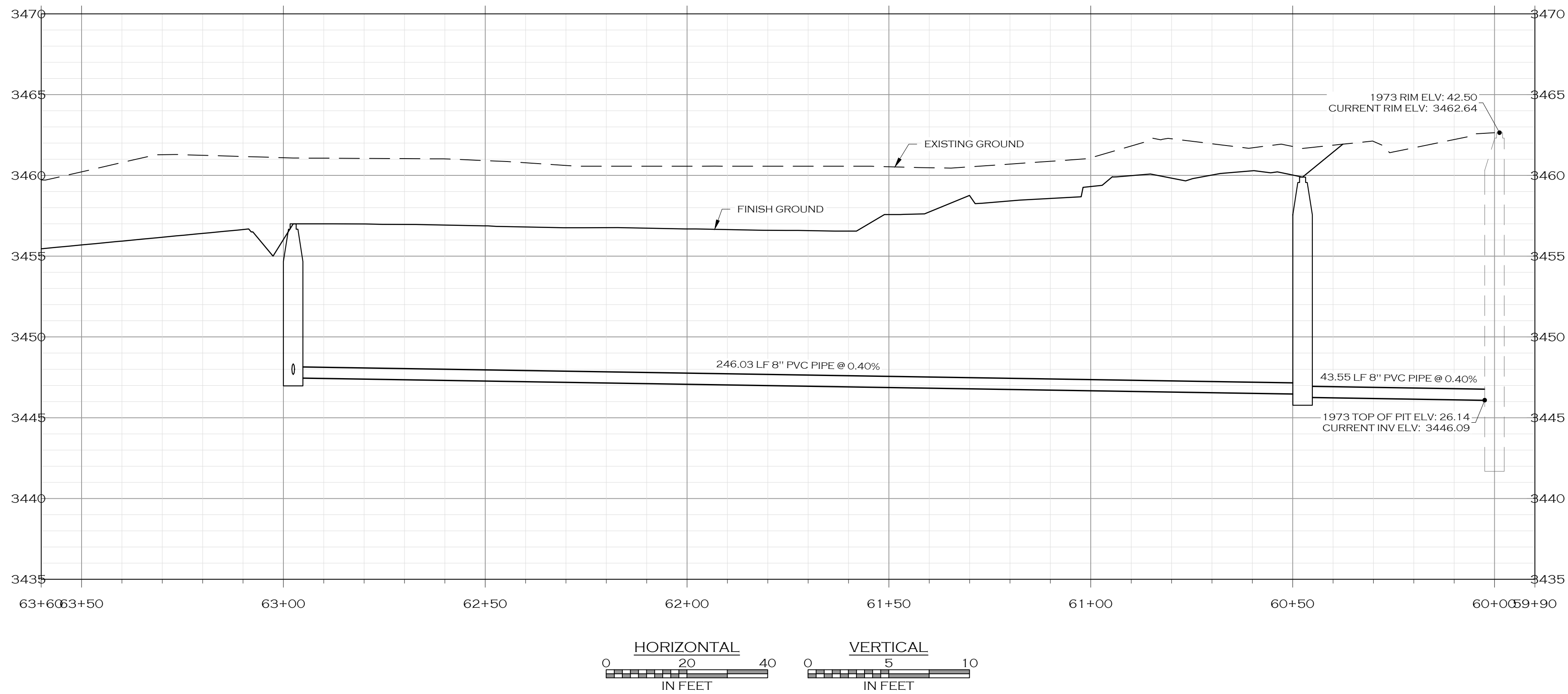
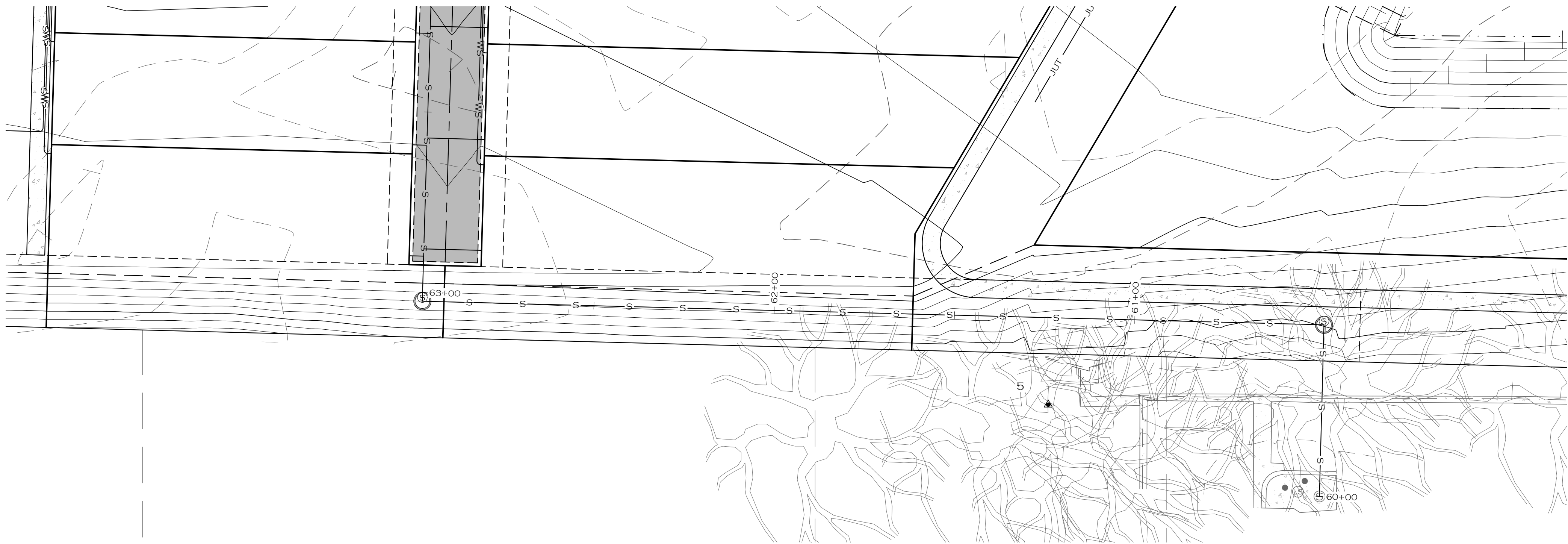
MEADOWVIEW VILLAGE	MONTANA
GREAT FALLS	SEWER E PLAN AND PROFILE

C4.5

PRELIMINARY - NOT FOR CONSTRUCTION







PRELIMINARY - NOT FOR CONSTRUCTION

		JOB #: 23-090
DRAWN: RLO/TDL		RLO/TDL
DESIGN: RLO		RLO
QA: SMW/RLO		SMW/RLO
DATE: 04/03/2025		DATE:

WOITH ENGINEERS & SURVEYORS, INC.

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308 O'LEARY STREET, SUITE 100 • BOZEMAN, MT 59703 • 406-233-5555  
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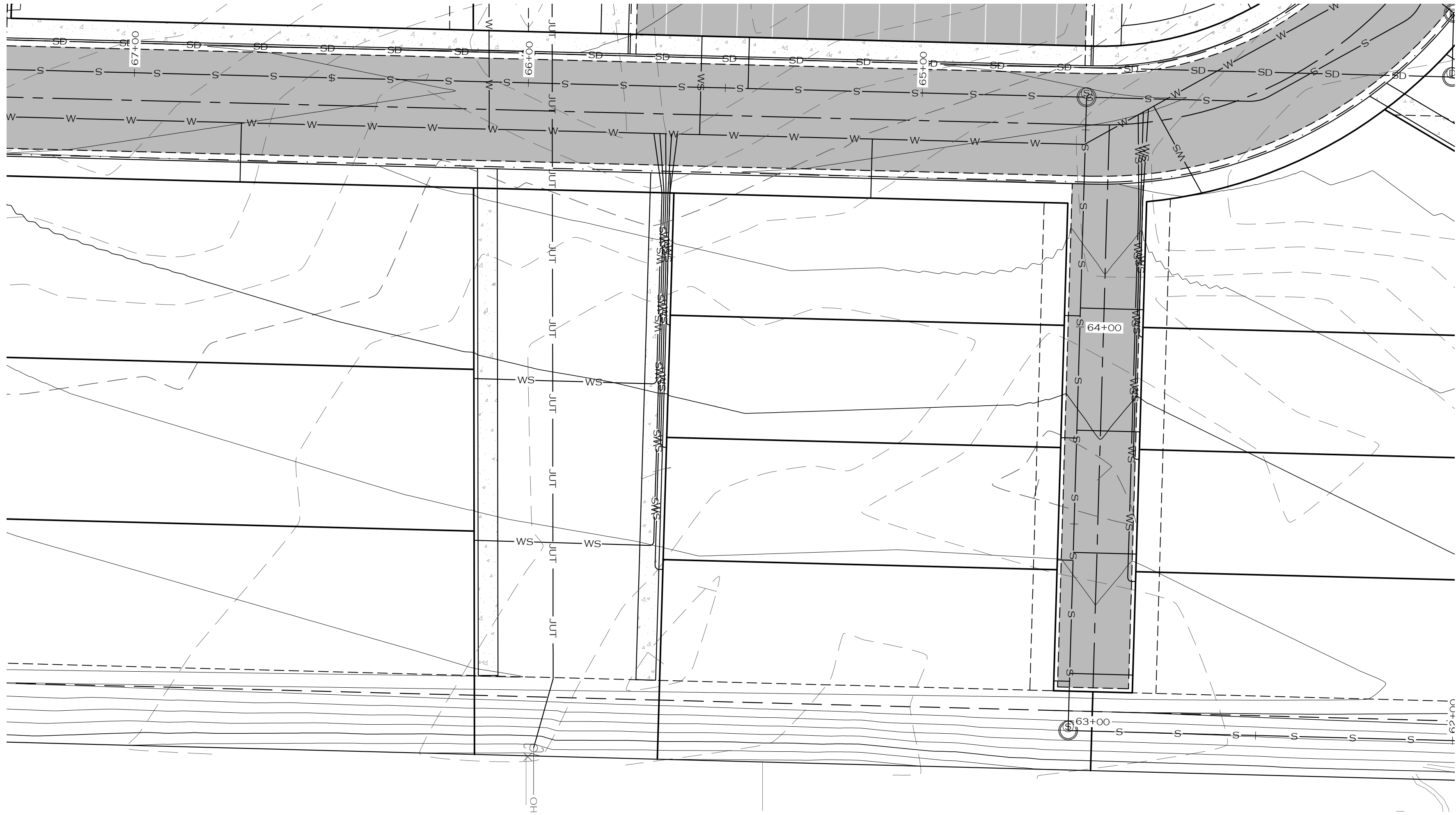
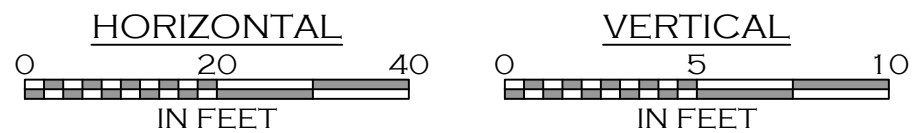
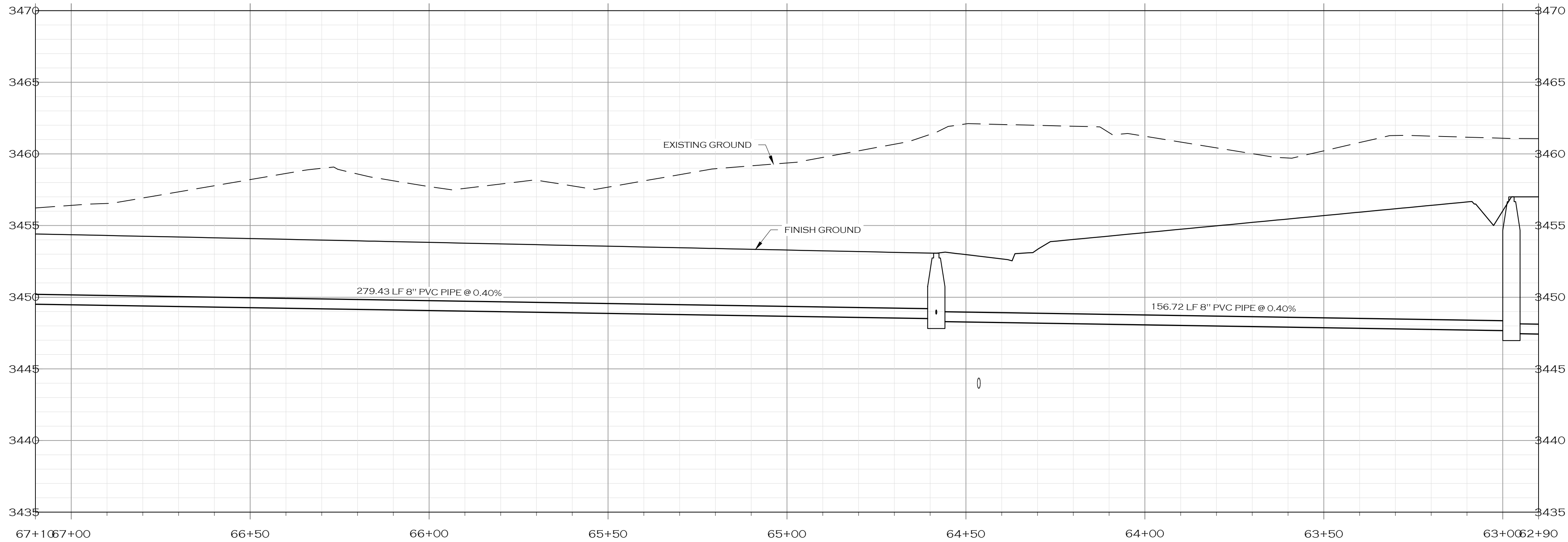
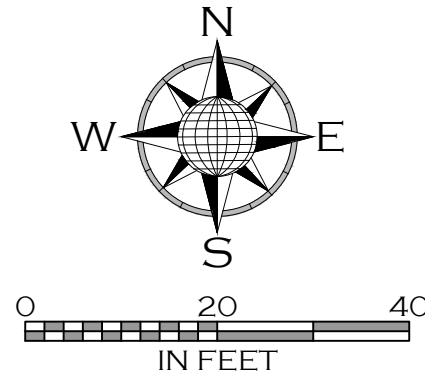
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MEADOWVIEW VILLAGE

GREAT FALLS

SEWER F PLAN AND PROFILE

C4.6



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23-080

JOB #:

RLO/TDL

DRAWN:

RLO

DESIGN:

SMW/RLO

QA:

04/03/2025

DATE:

MONTANA

REGISTERED

PROFESSIONAL ENGINEER

101 PE

PRELIMINARY

DATE

DESCRIPTION

#

WOITH ENGINEERING, INC.

ENGINEERS & SURVEYORS

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GREAT FALLS

MEADOWVIEW VILLAGE

MONTANA

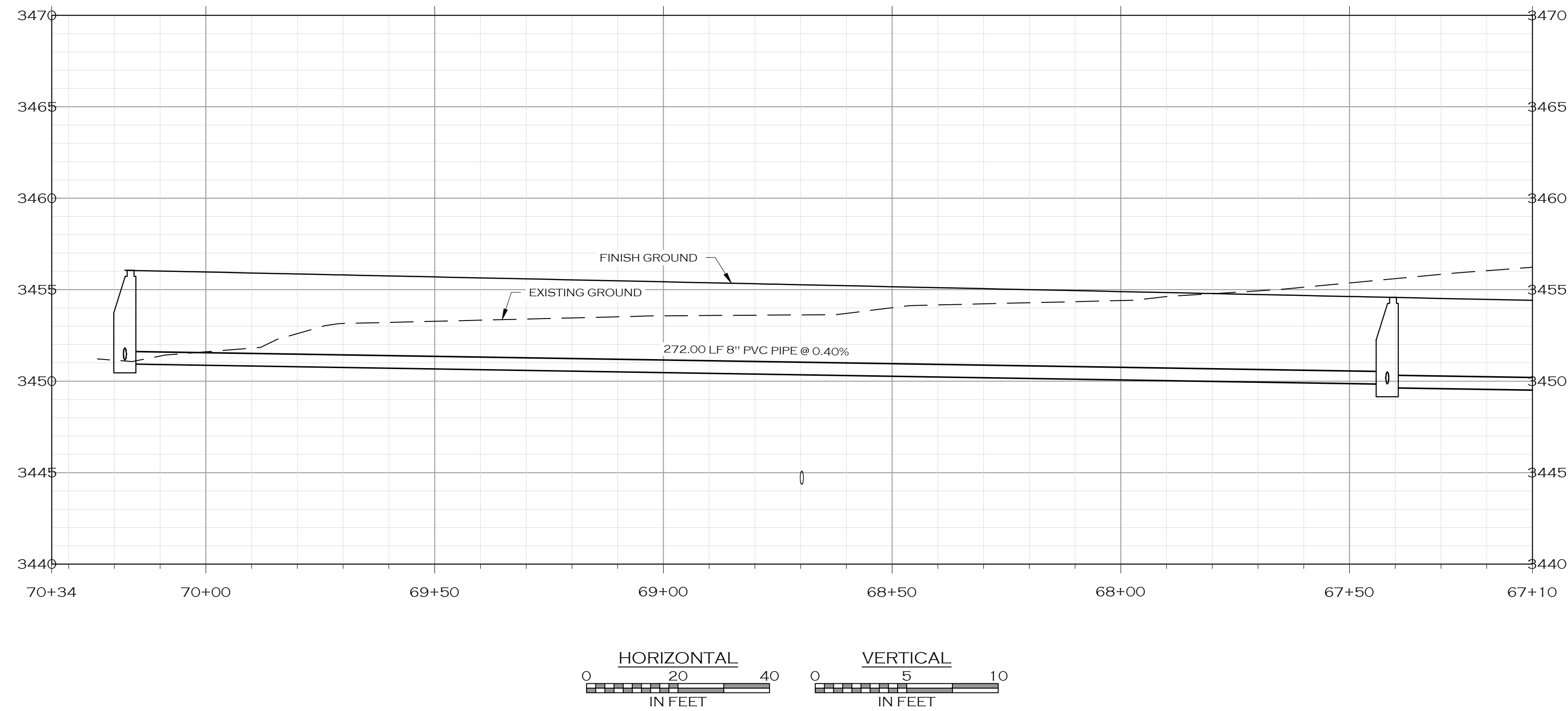
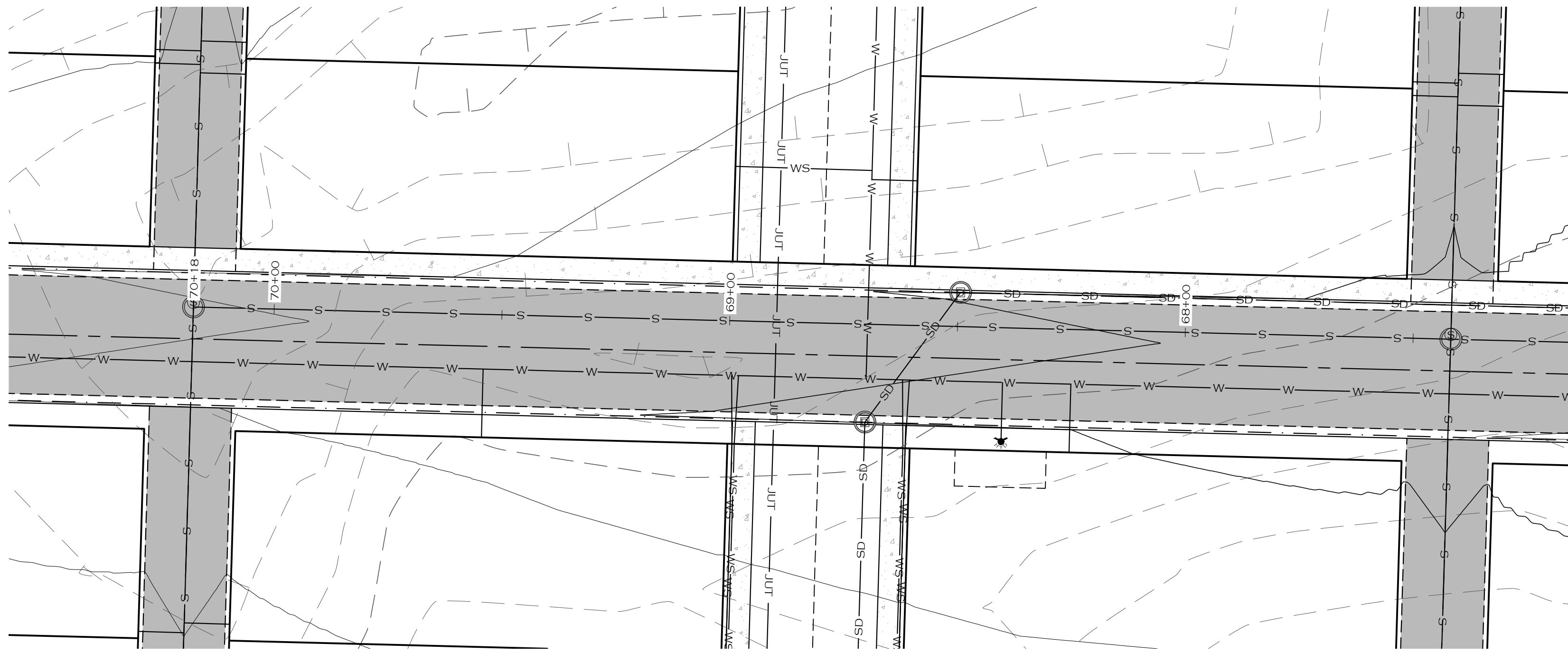
SEWER F PLAN AND PROFILE 2

C4.7

SEWER F PNP 2.DWG PLOTTED BY: ROBERT OSOWSKI ON: APR/03/2025

437

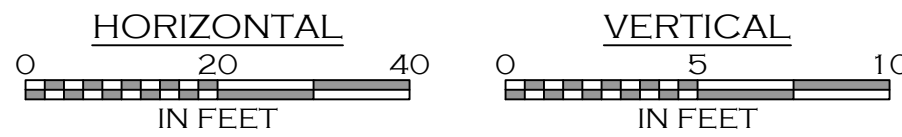
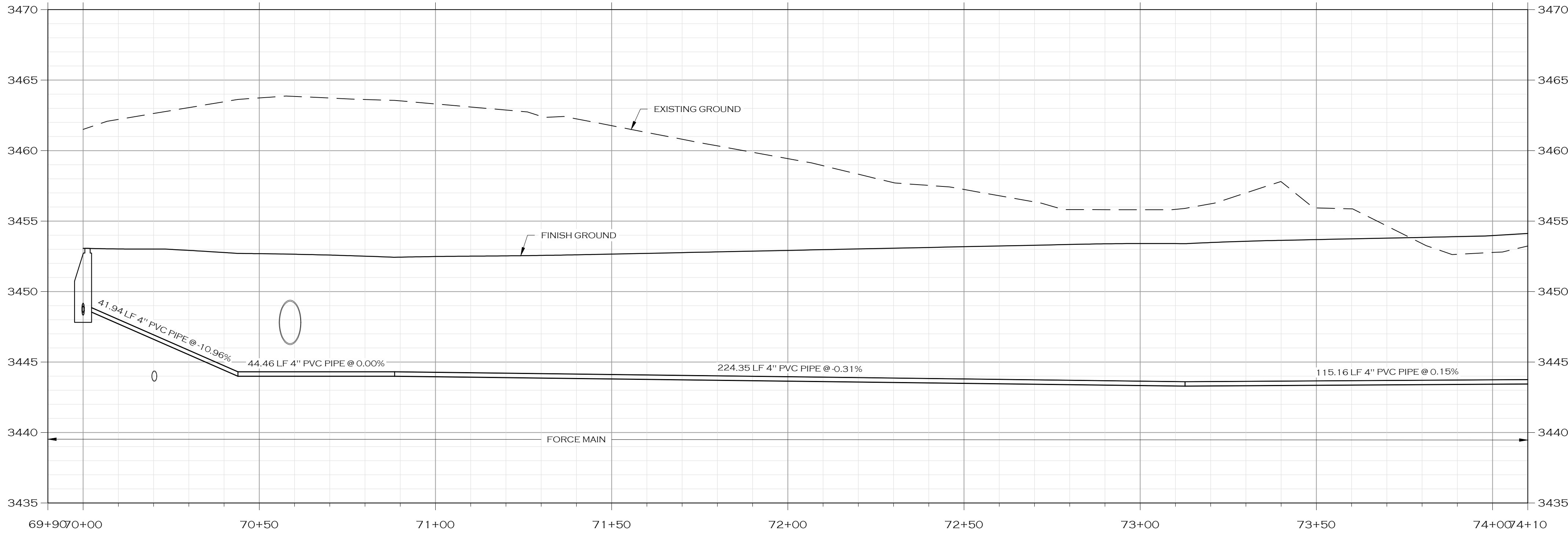
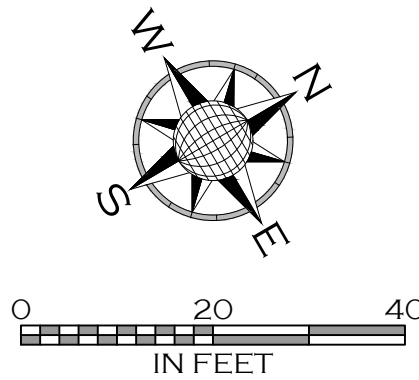
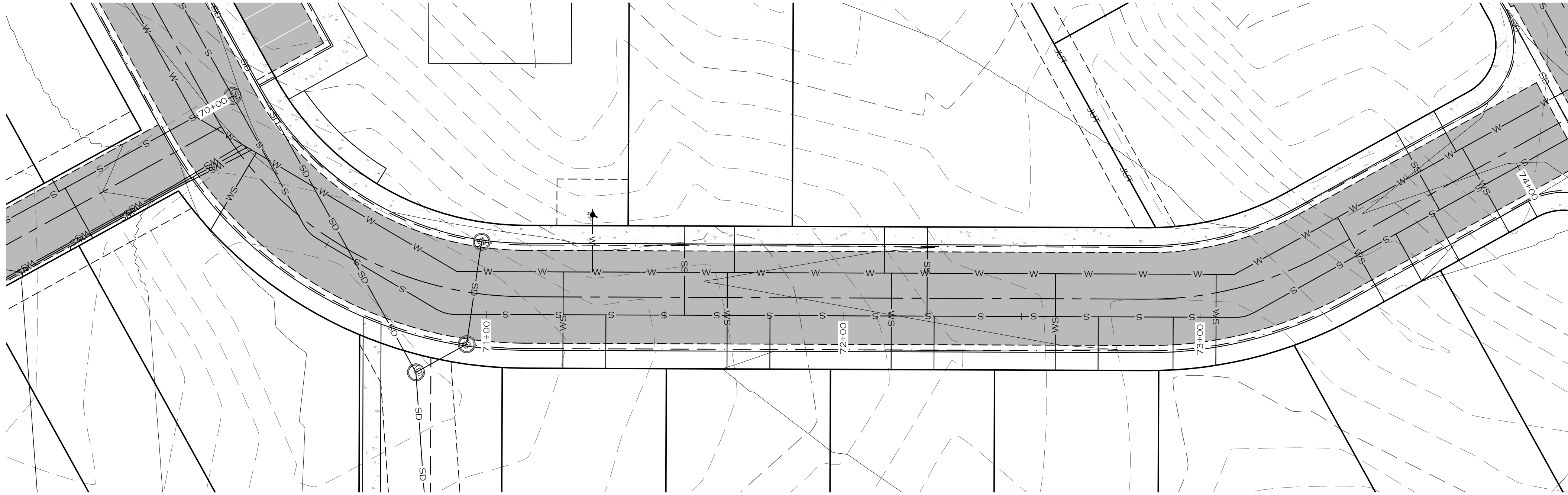




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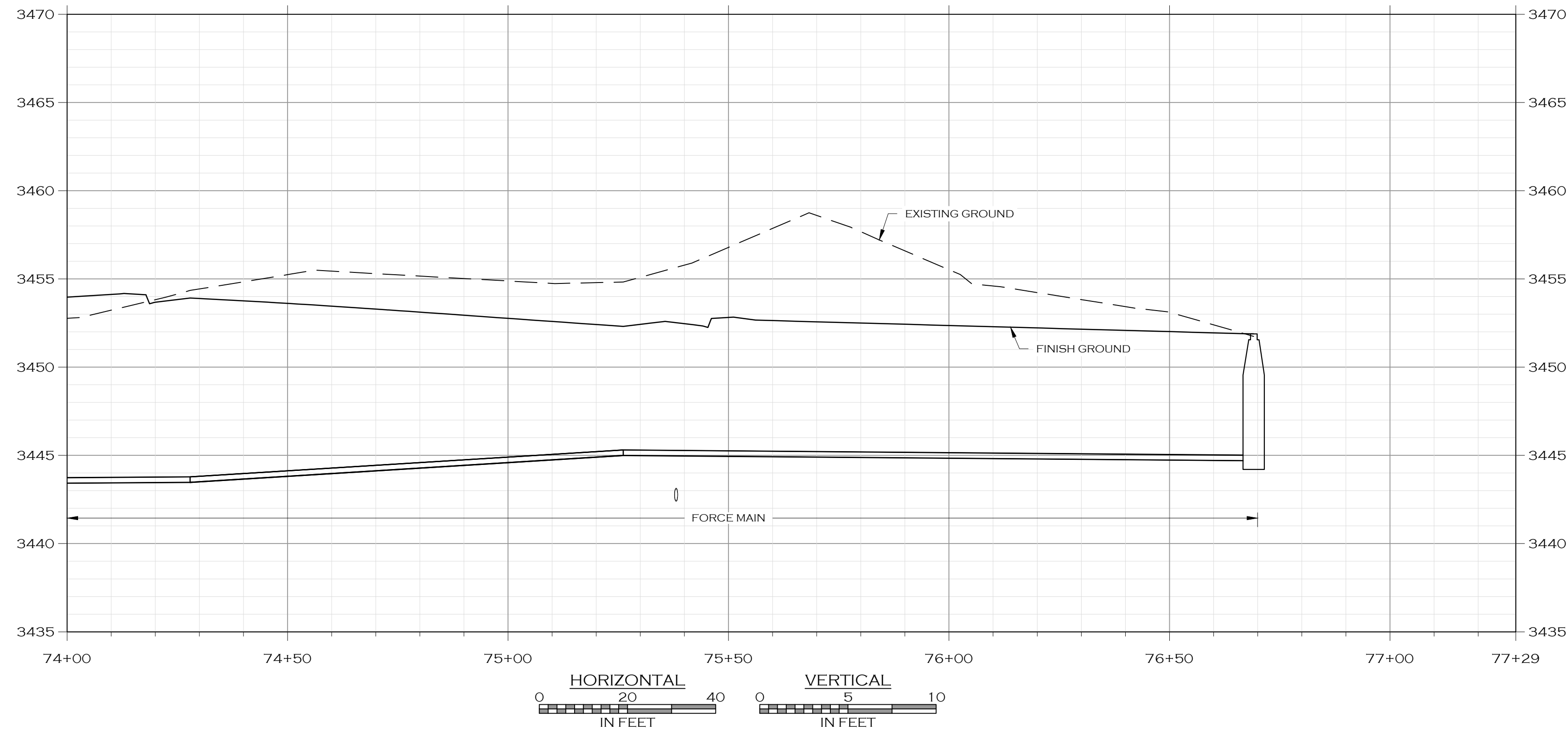
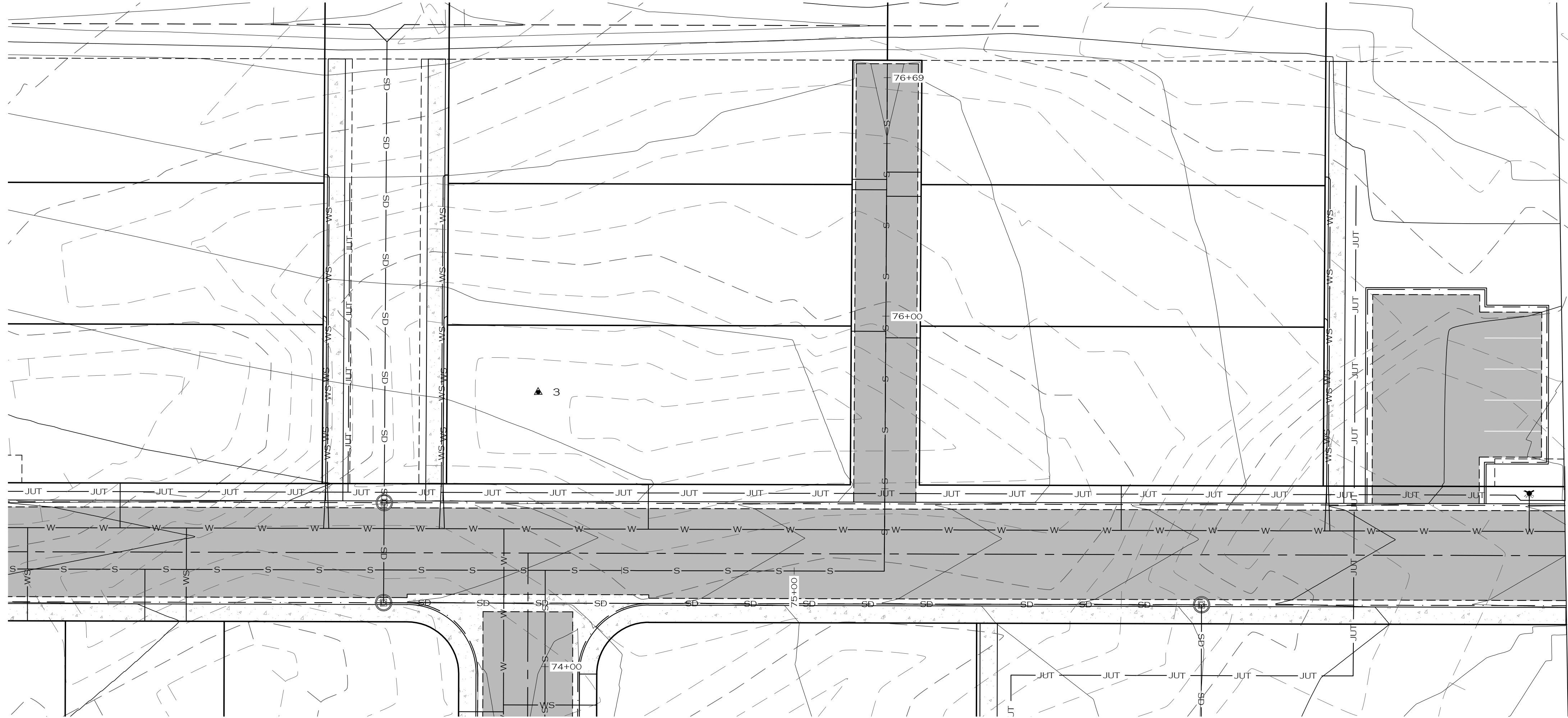
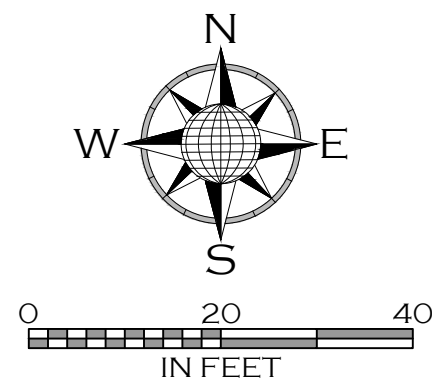
C4.8	GREAT FALLS	MEADOWVIEW VILLAGE	MONTANA	SEWER F PLAN AND PROFILE 3	 <b>WOITH ENGINEERING, INC.</b> <b>ENGINEERS &amp; SURVEYORS</b> 405 3RD STREET NW, SUITE 205 • GREAT FALLS, MT 59404 • 406-761-1955 3860 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-3555 • WWW.WOITHENG.COM •		JOB #: 23090 DRAWN: RLO/TDL DESIGN: RLO QA: SMW/RLO DATE: 04/03/2025
						DATE:	





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MEADOWVIEW VILLAGE		GREAT FALLS		MONTANA	
SEWER G PLAN AND PROFILE 1					
C4.9					
439					
WOITH ENGINEERING, INC.		ENGINEERS & SURVEYORS			
405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955		3088 CLARY STREET, SUITE 100 • GREAT FALLS, MT 59405 • 406-230-5585			
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DATE:		DATE:		DATE:	
QA:		QA:		QA:	
DESIGN:		DESIGN:		DESIGN:	
DRAWN:		DRAWN:		DRAWN:	
JOB #:		JOB #:		JOB #:	
23-090		23-090		23-090	



PRELIMINARY - NOT FOR CONSTRUCTION

23-090

JOB #:

23-090

JOB #:

RLO/TDL

DRAWN:

RLO

DESIGN:

SMW/RLO

QA:

04/03/2025

DATE:

MONTANA

REGISTERED

PROFESSIONAL ENGINEER

101 PE

101 PE

PRELIMINARY

DESIGN

DATE

DESCRIPTION

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WOITH ENGINEERING, INC.

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MEADOWVIEW VILLAGE

GREAT FALLS

SEWER G PLAN AND PROFILE 2

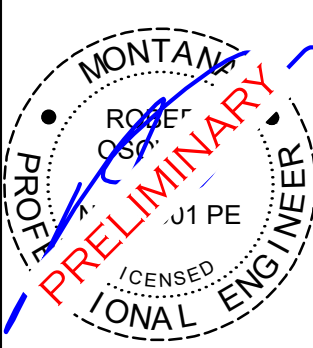
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440





JOB #:	23-080
DRAWN:	RLO/TDL
DESIGN:	RLO
QA:	SMW/RLO
DATE:	04/03/2025



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3000 O'LEARY STREET, SUITE 100 • BOZEMAN, MT 59717 • 406-233-5555  
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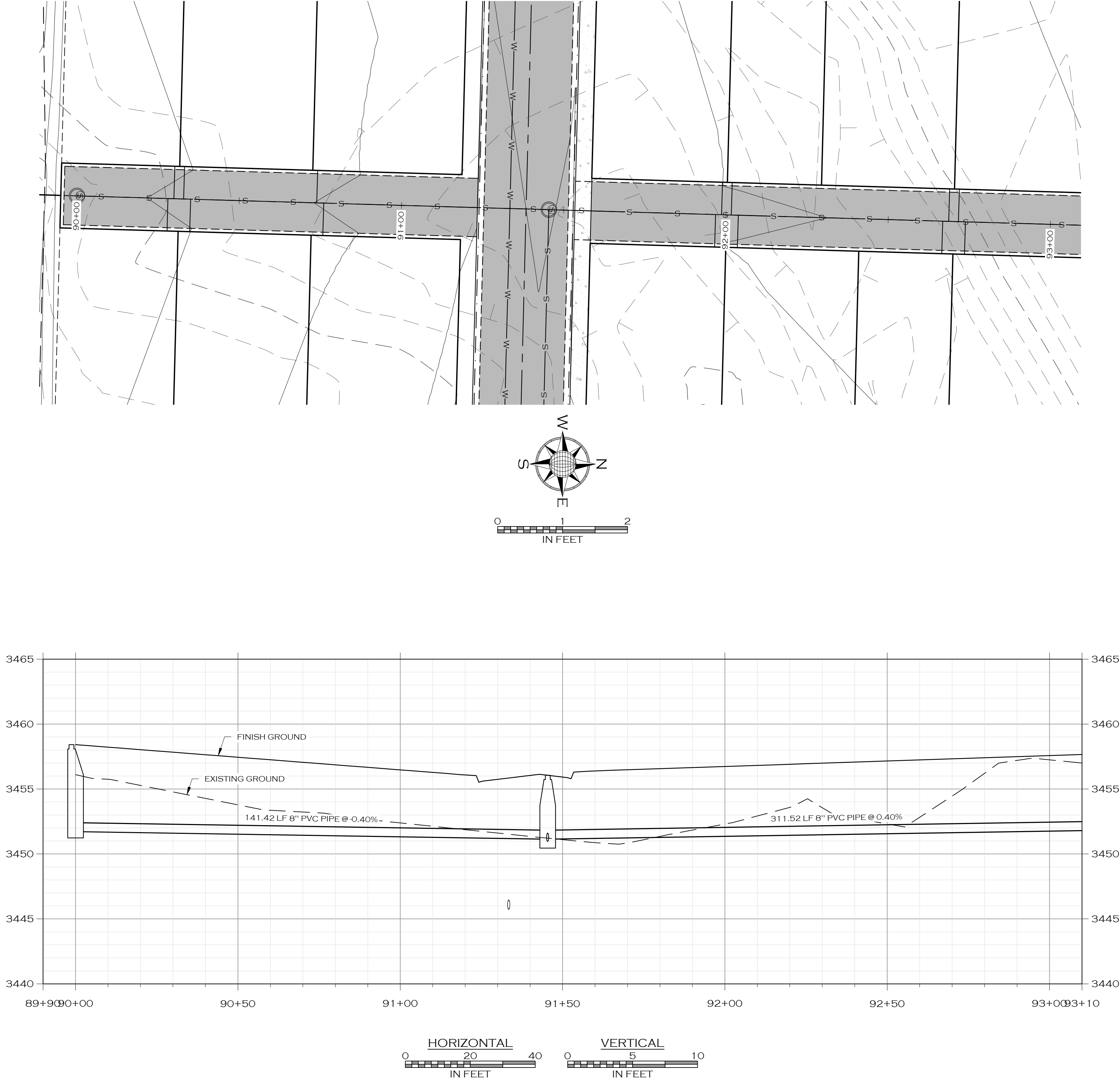
COPYRIGHT © WOITH ENGINEERING, INC., 2025

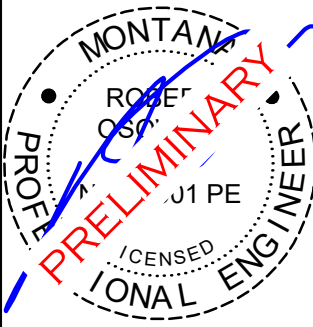
MEADOWVIEW VILLAGE	MONTANA
GREAT FALLS	SEWER I PLAN AND PROFILE 1

C4.12

WERTIPNP.TDVG PLOTTED BY ROBERT OSOWSKI ON APR/03/2025

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#	DESCRIPTION	DATE

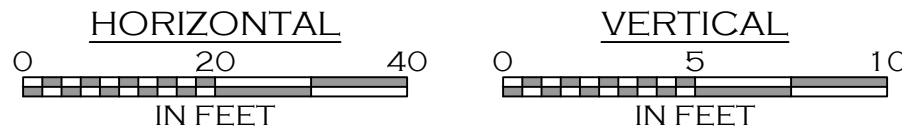
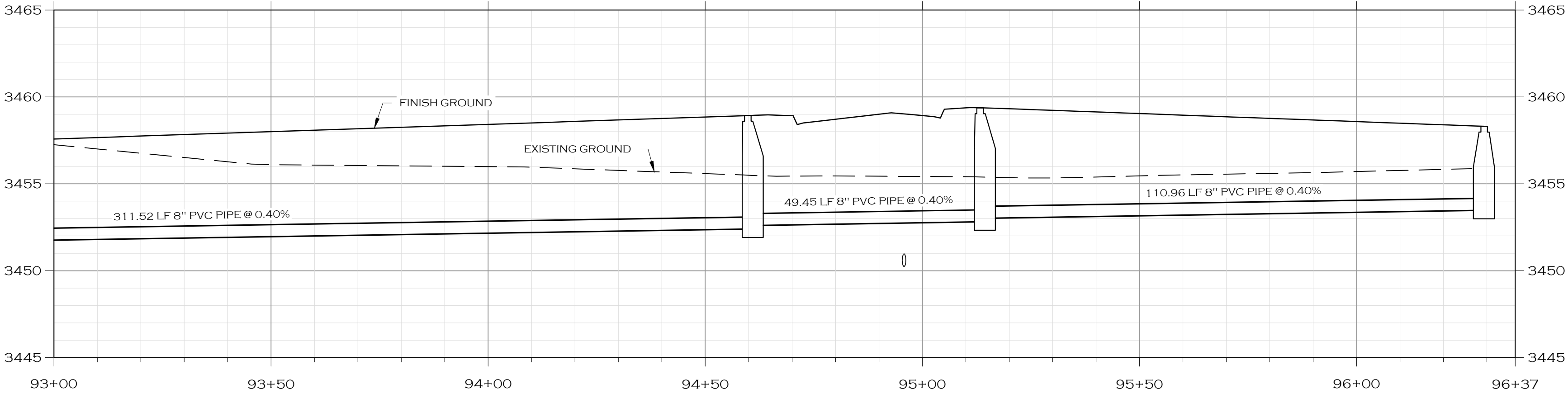
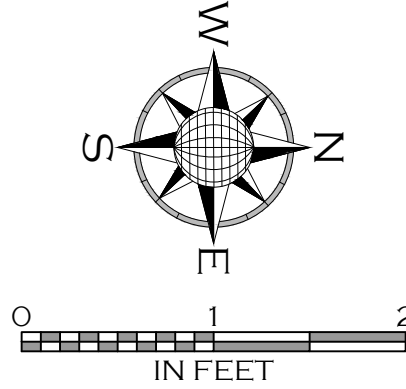
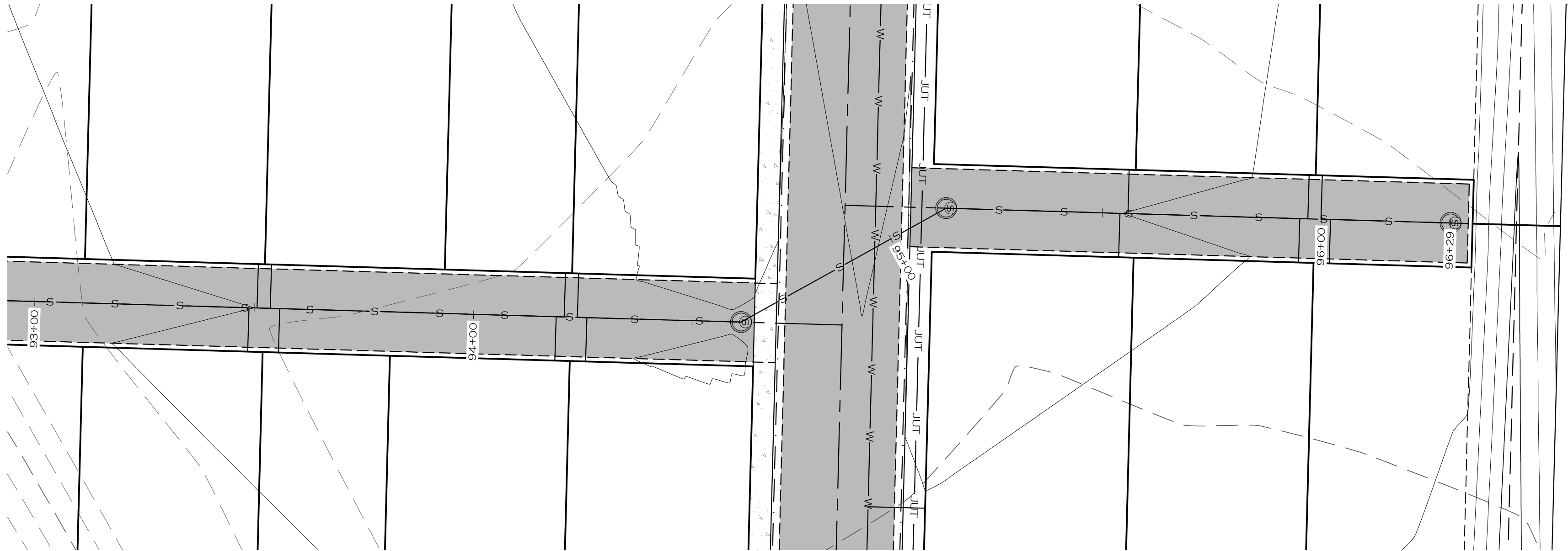
**WOITH ENGINEERS & SURVEYORS**  
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3088 O'LEARY STREET, SUITE 100 • BOZEMAN, MT 59717 • 406-233-5555  
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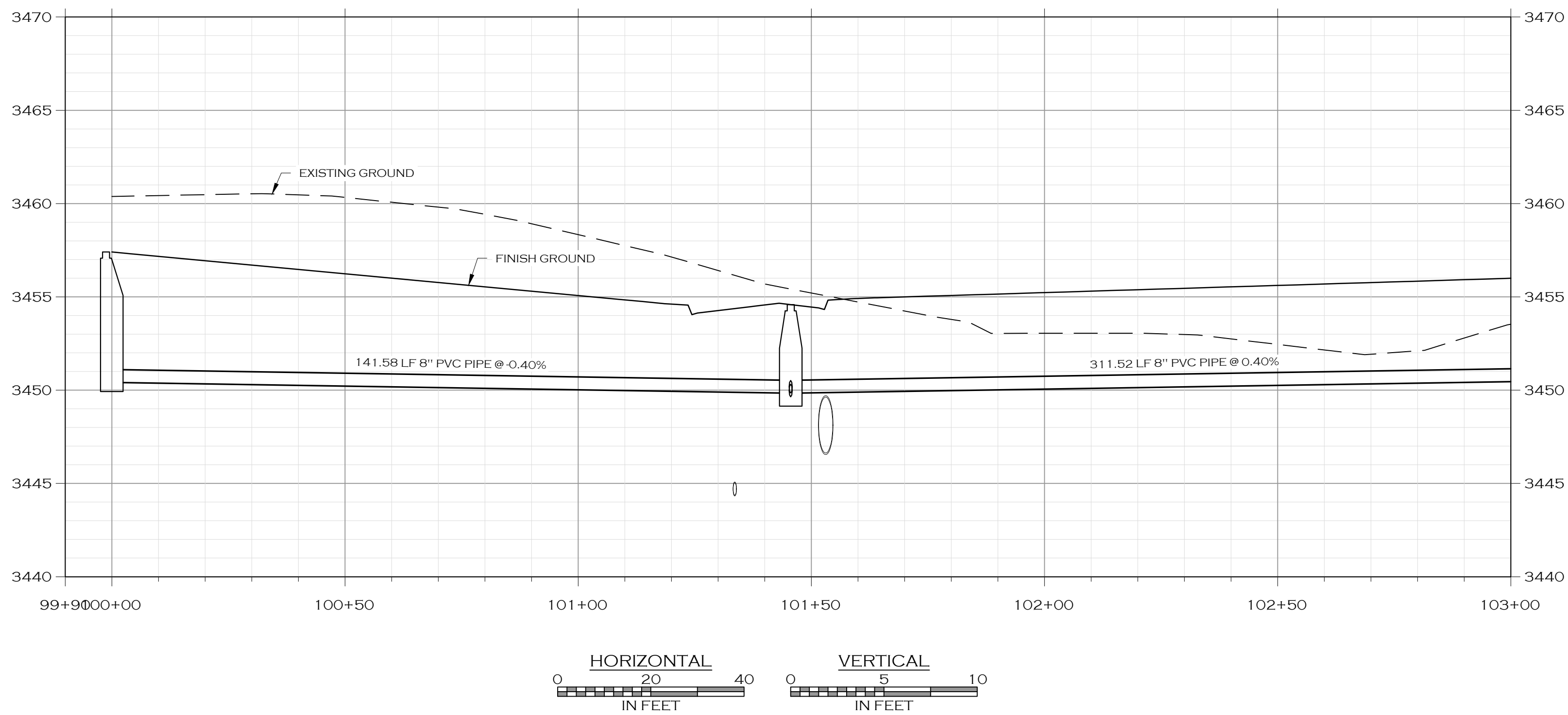
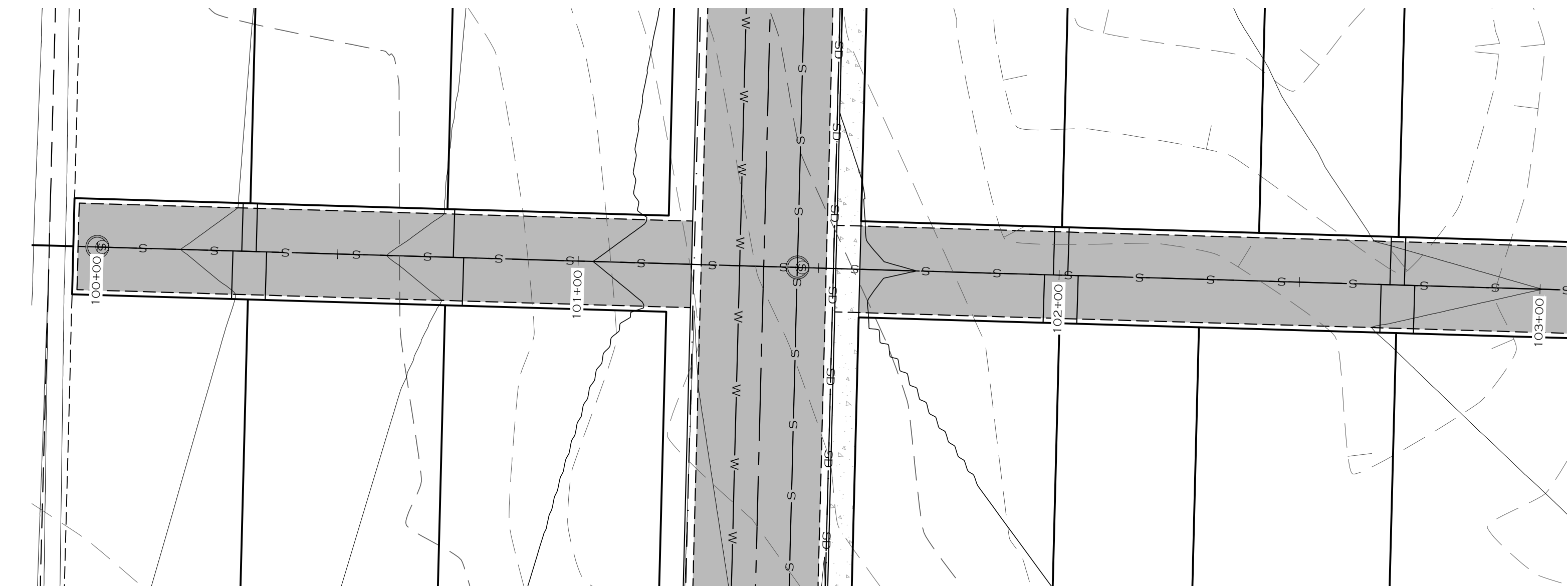
GREAT FALLS	MEADOWVIEW VILLAGE	MONTANA
SEWER I PLAN AND PROFILE 2		

C4.13


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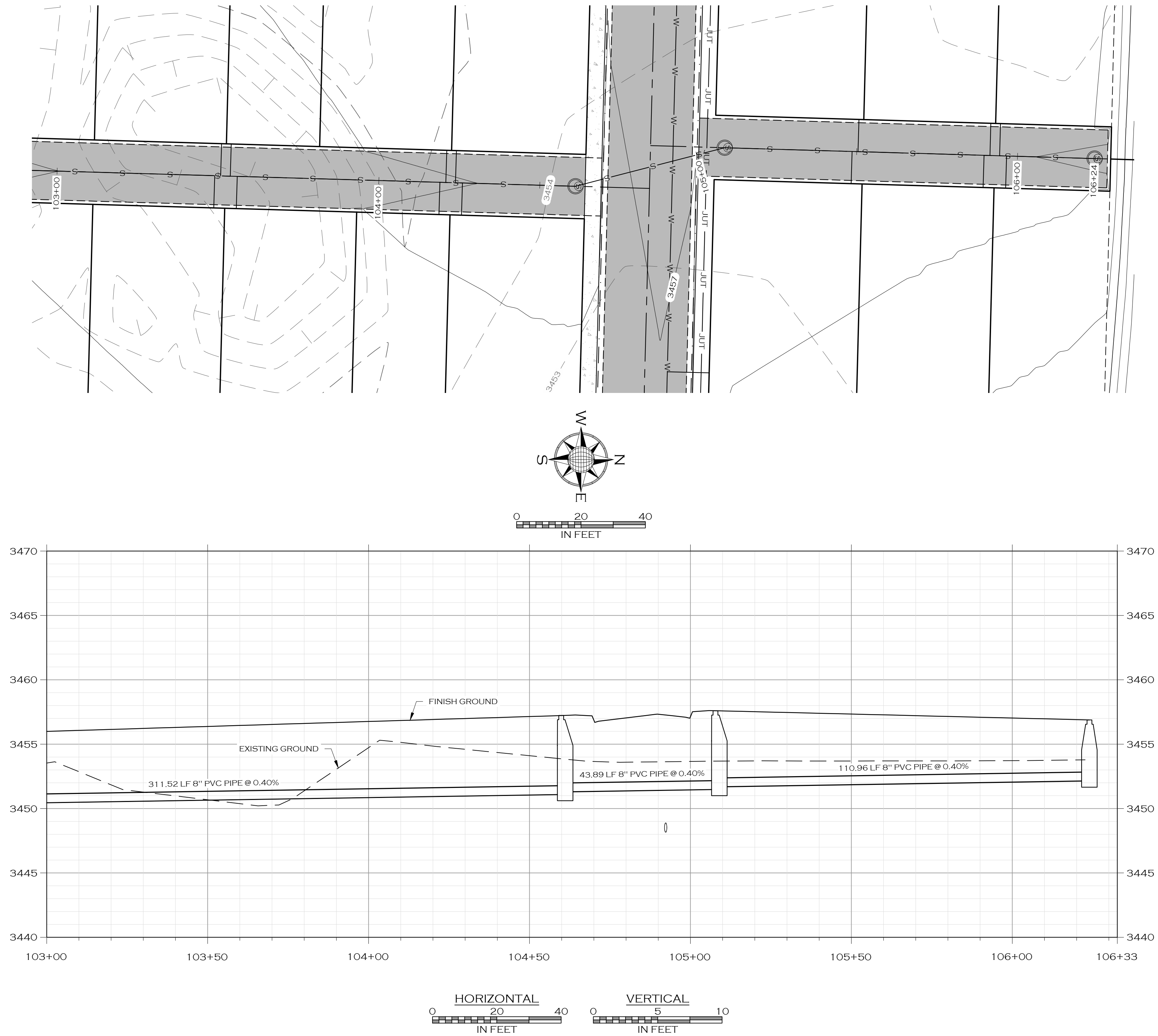




PRELIMINARY - NOT FOR CONSTRUCTION

<b>C4.14</b>	GREAT FALLS	MEADOWVIEW VILLAGE	MONTANA	SEWER J PLAN AND PROFILE 1	 <b>WOITH ENGINEERING, INC.</b> <b>ENGINEERS &amp; SURVEYORS</b> 405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59401 • 406-761-1955 3860 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9865 • WWW.WOITHENG.COM • COPYRIGHT © WOITH ENGINEERING, INC., 2025	DESCRIPTION	DATE		JOB #:	23090
						DRAWN:	RLO/TDL			
						DESIGN:	RLO			
						QA:	SMW/RLO			
						DATE:	04/03/2025			
						Agenda				





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GREAT FALLS

MEADOWVIEW VILLAGE

SEWER J PLAN AND PROFILE 2

MONTANA

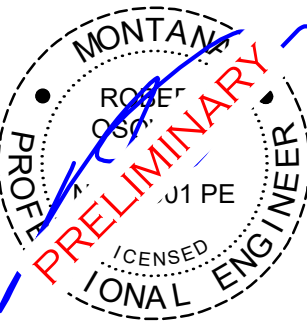


**WOITH ENGINEERING, INC.**  
**ENGINEERS & SURVEYORS**

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VIEWER JPNP 2:DWG PLOTTED BY:ROBERT OSOWSKI ON APR/03/2025

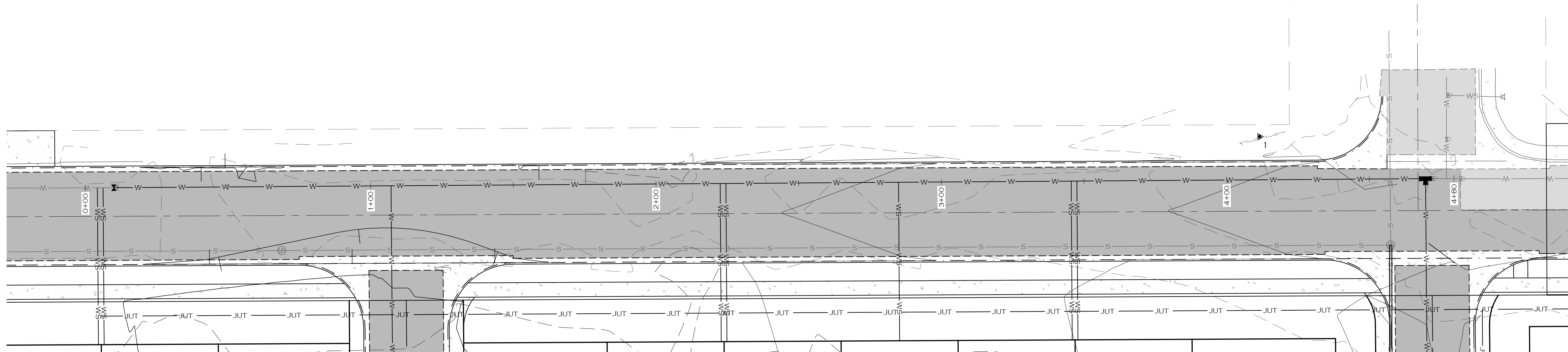
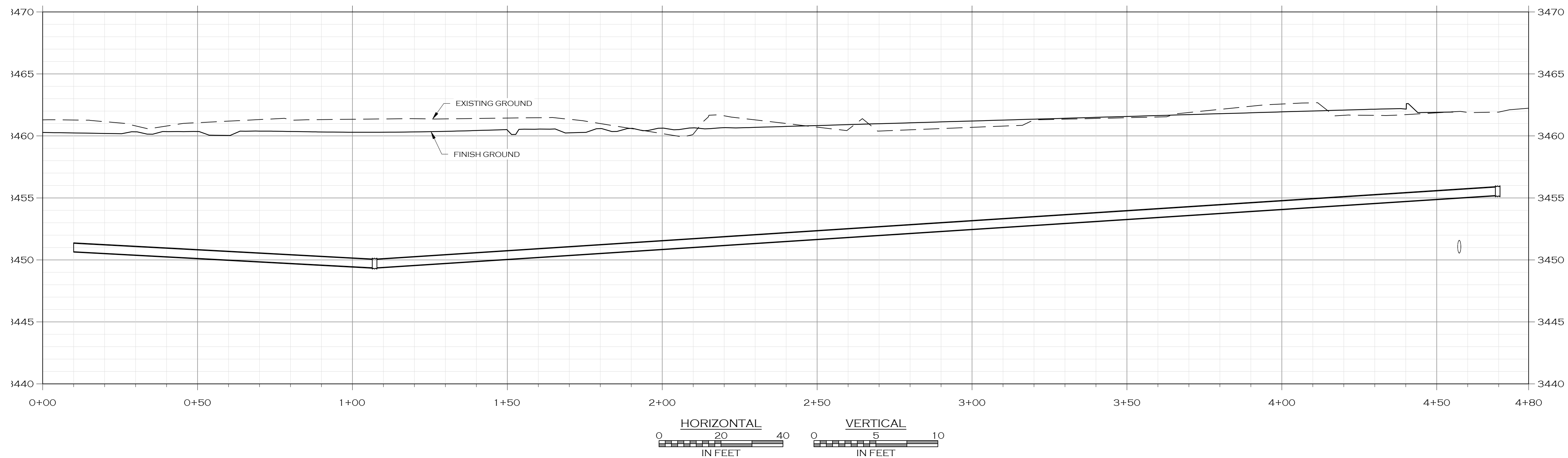
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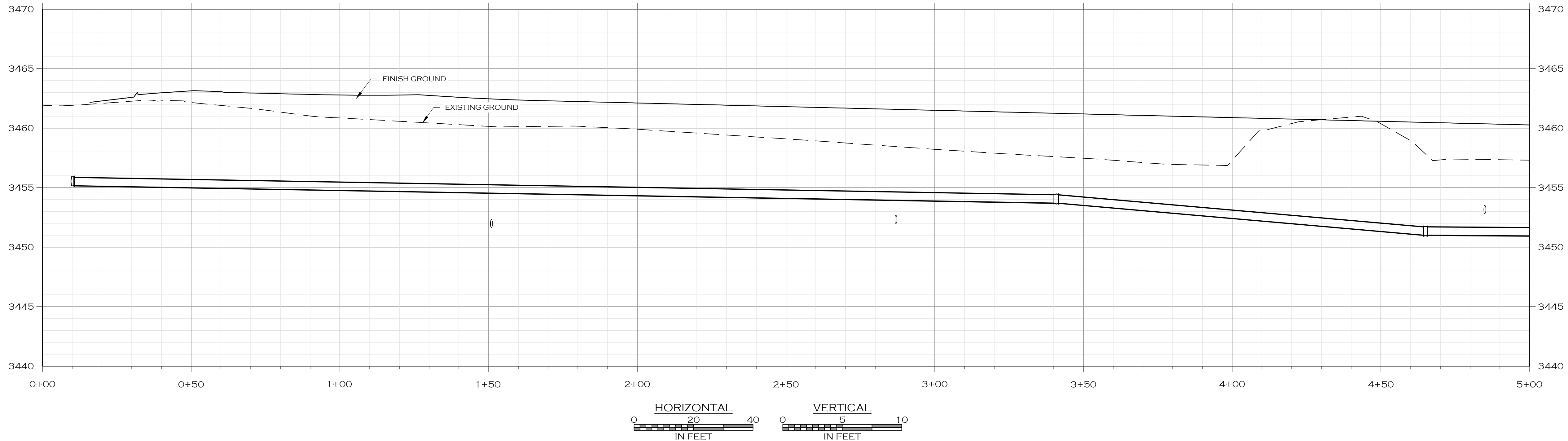
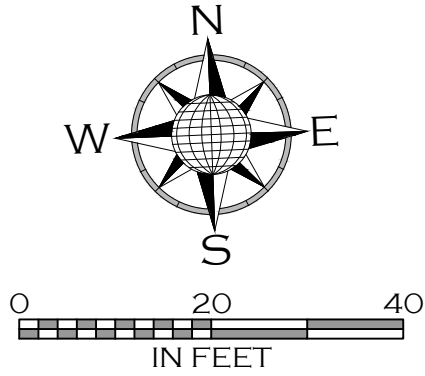
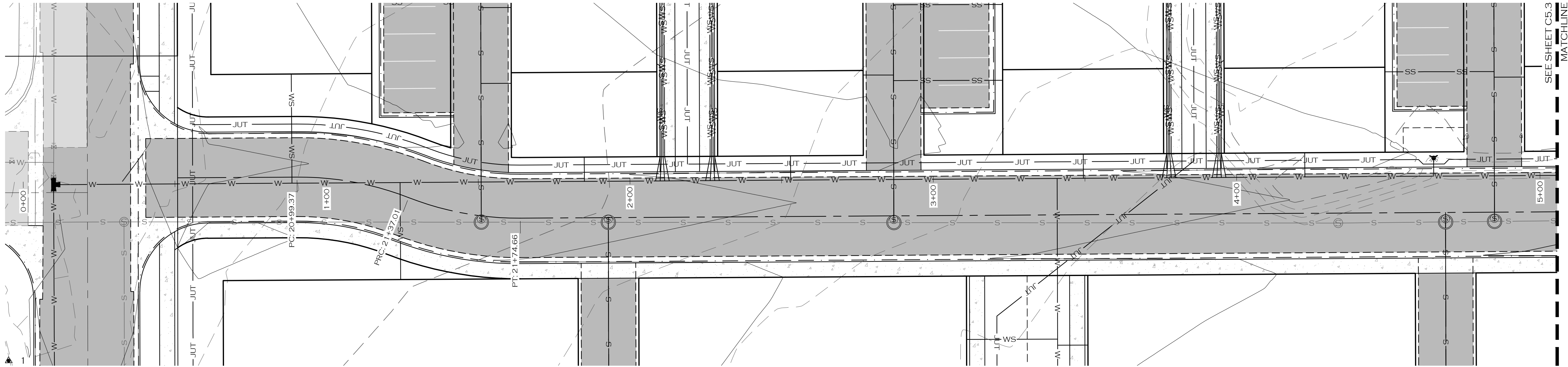
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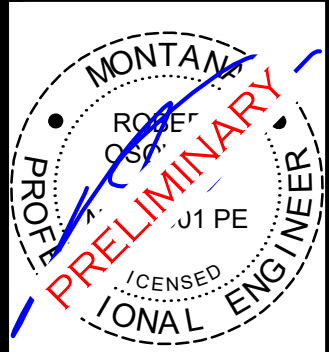








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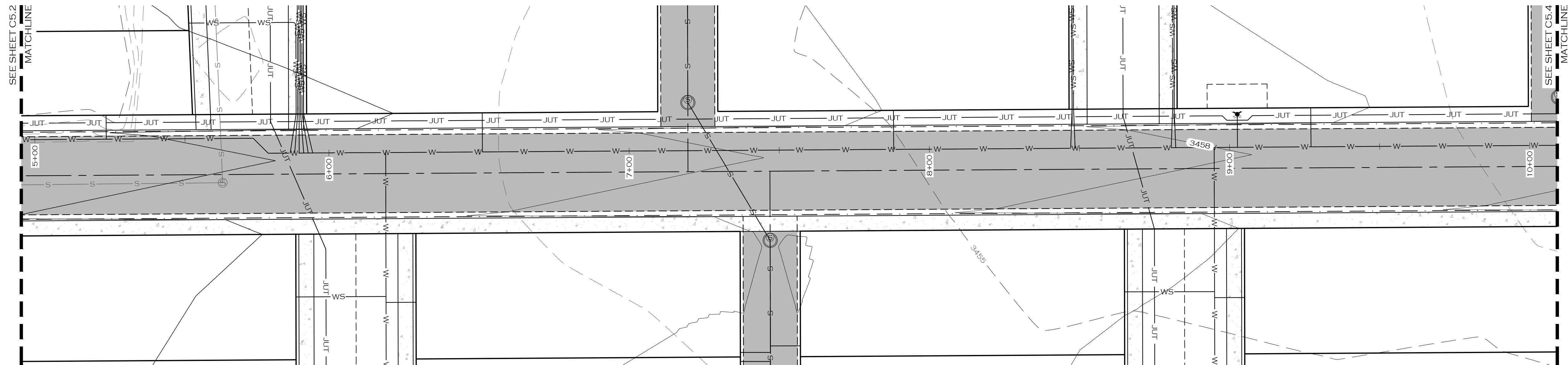
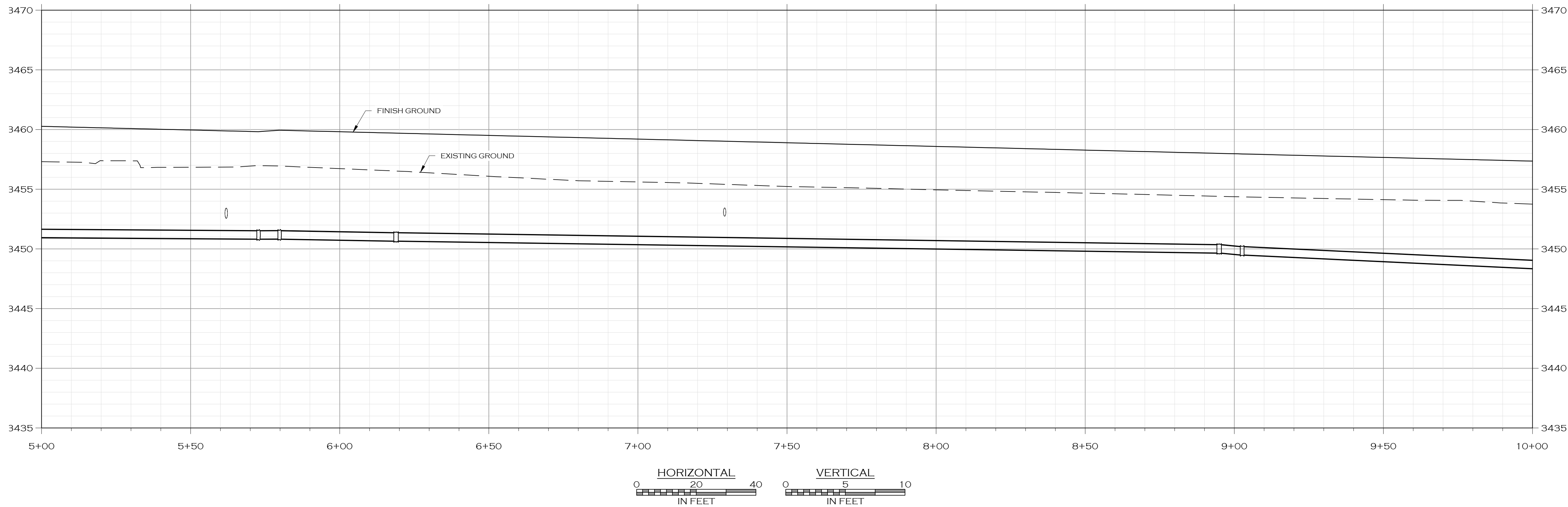
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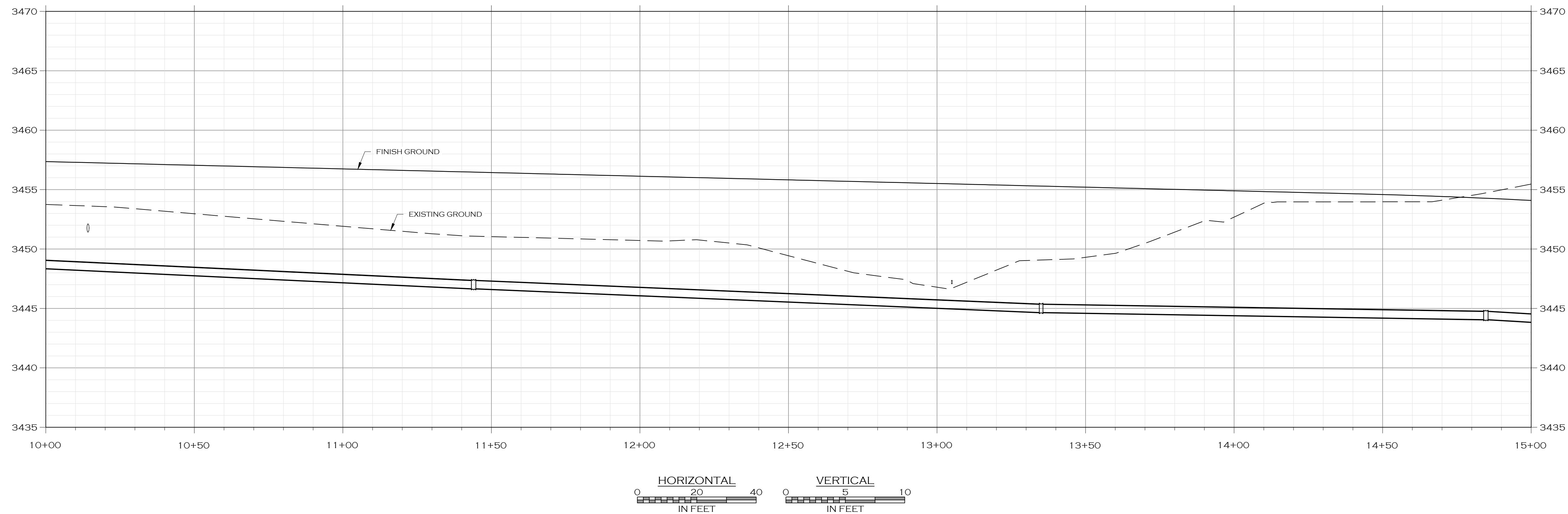
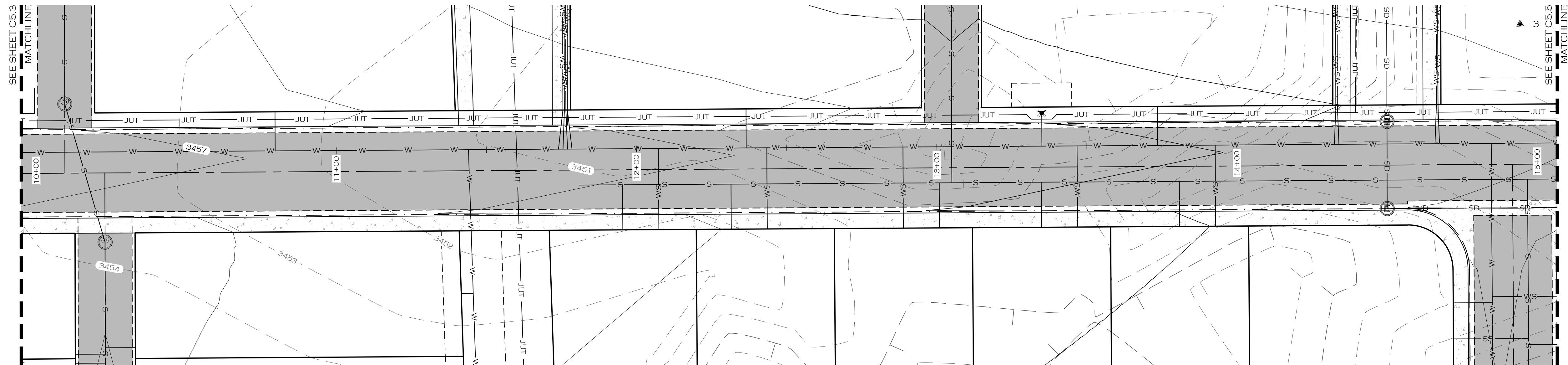
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WATER B PLAN & PROFILE 0+00 TO 5+00	

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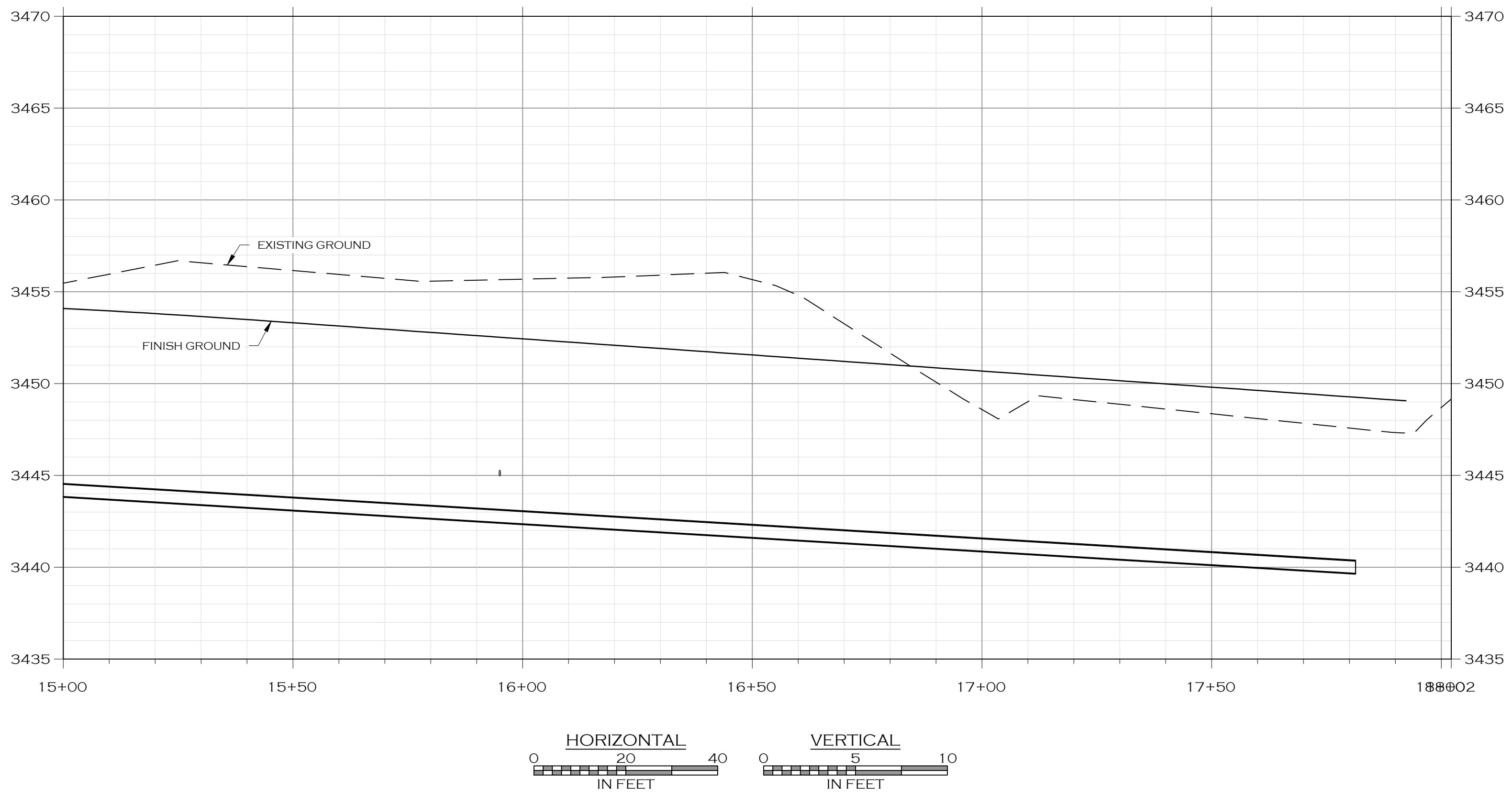
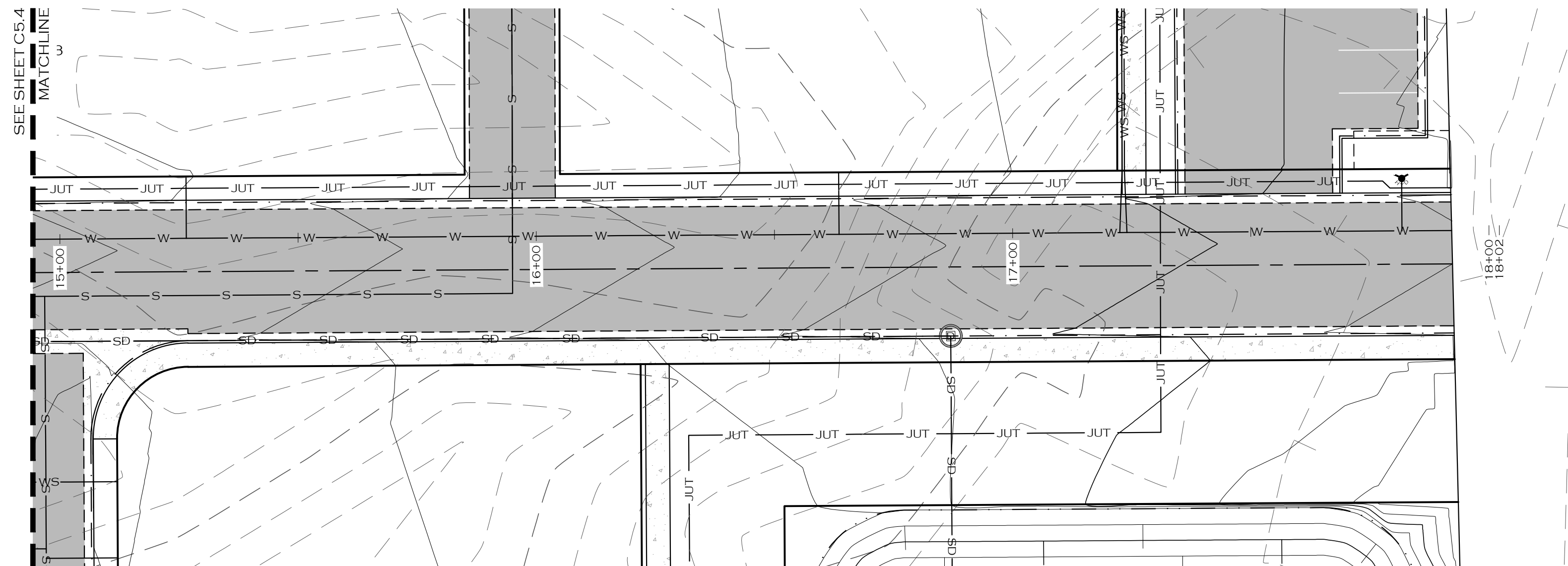
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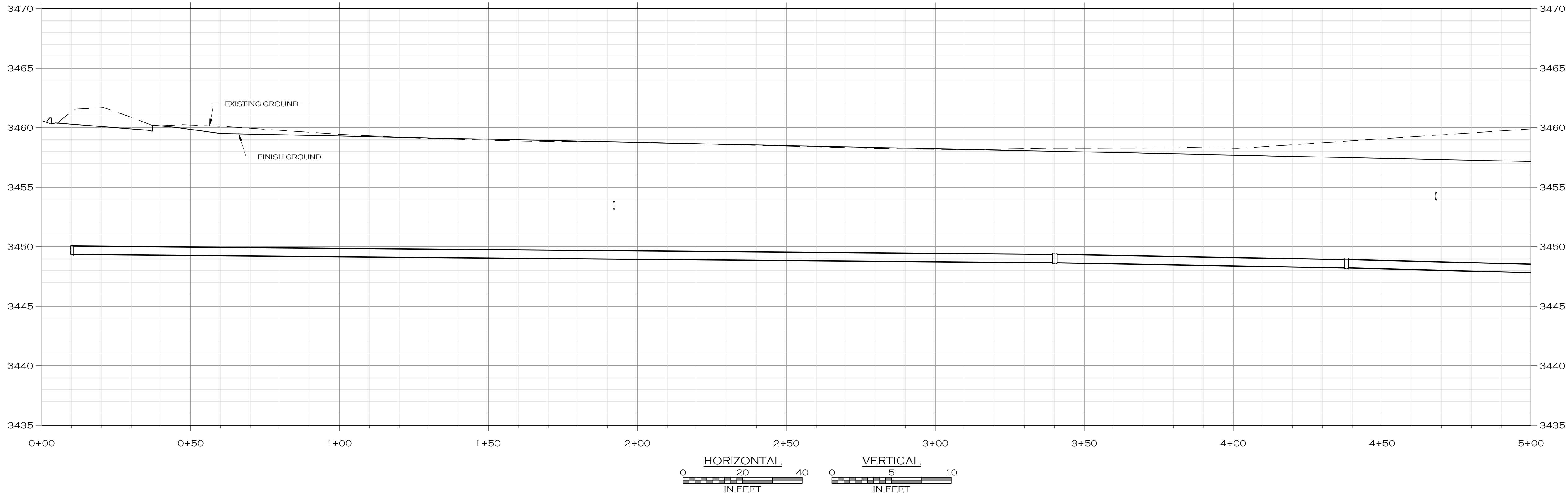
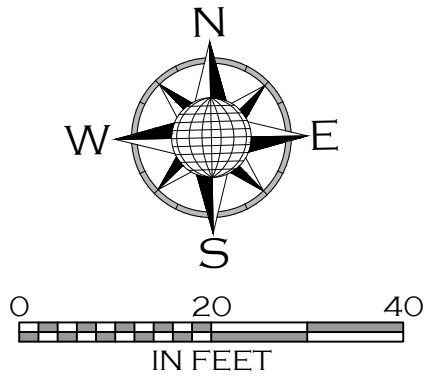
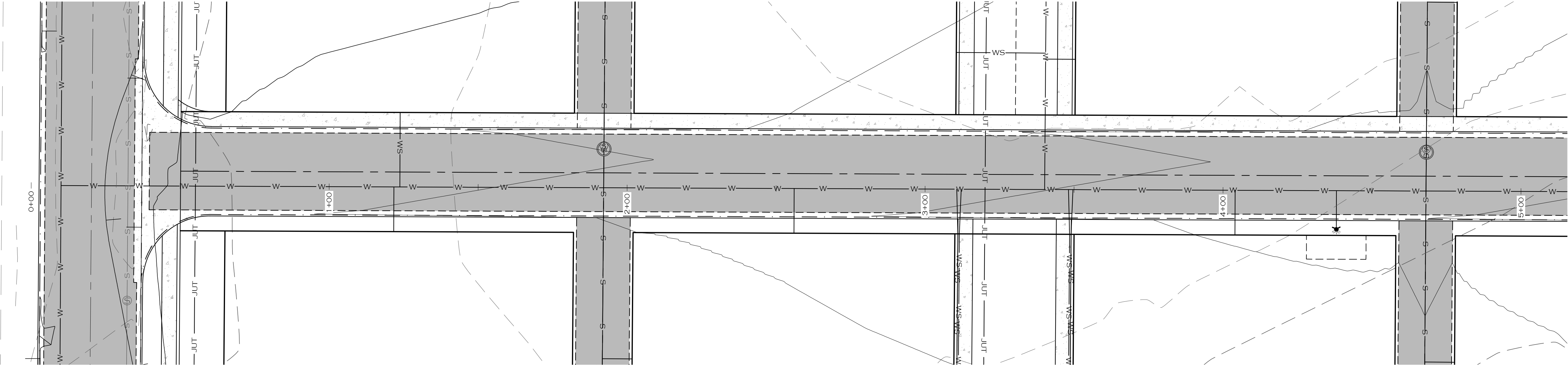
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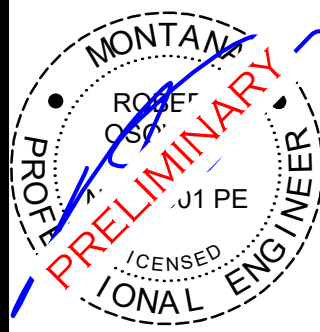
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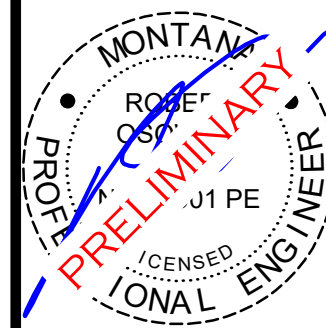
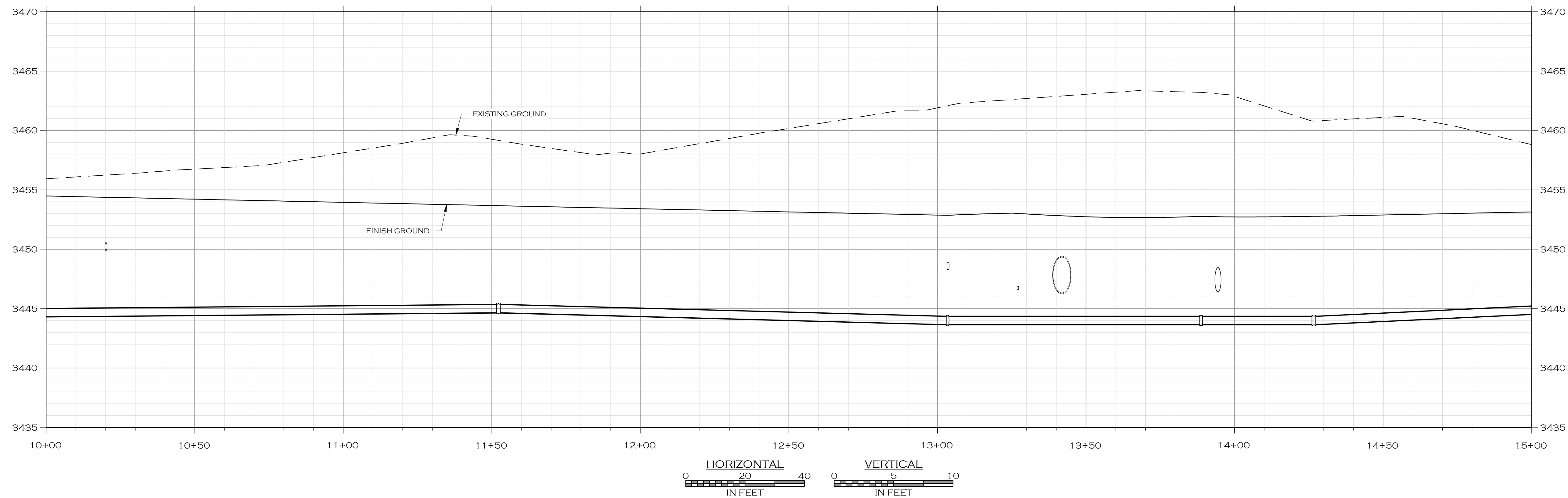
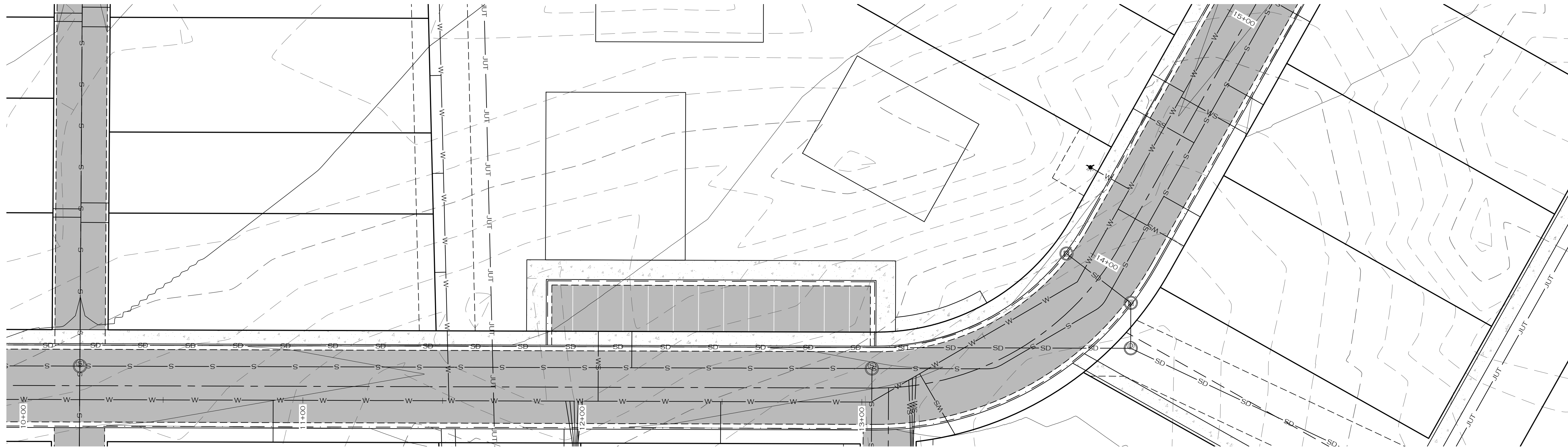
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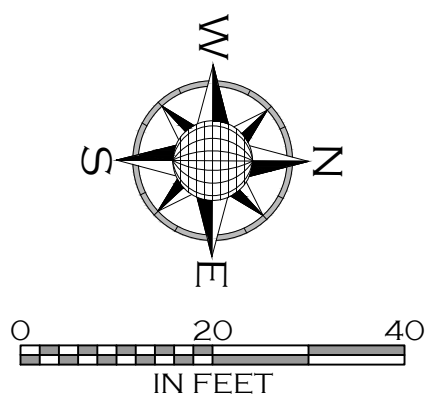
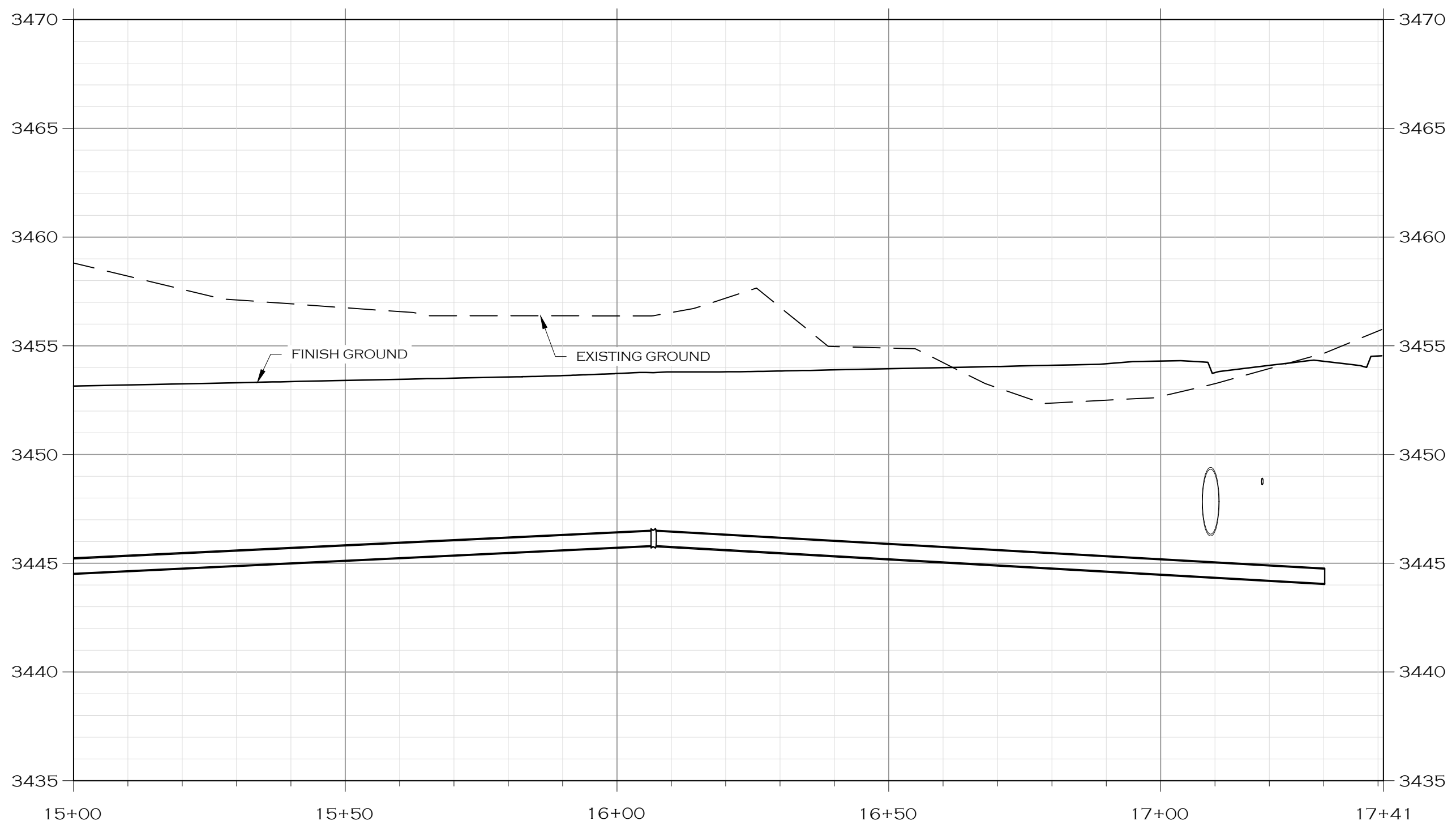
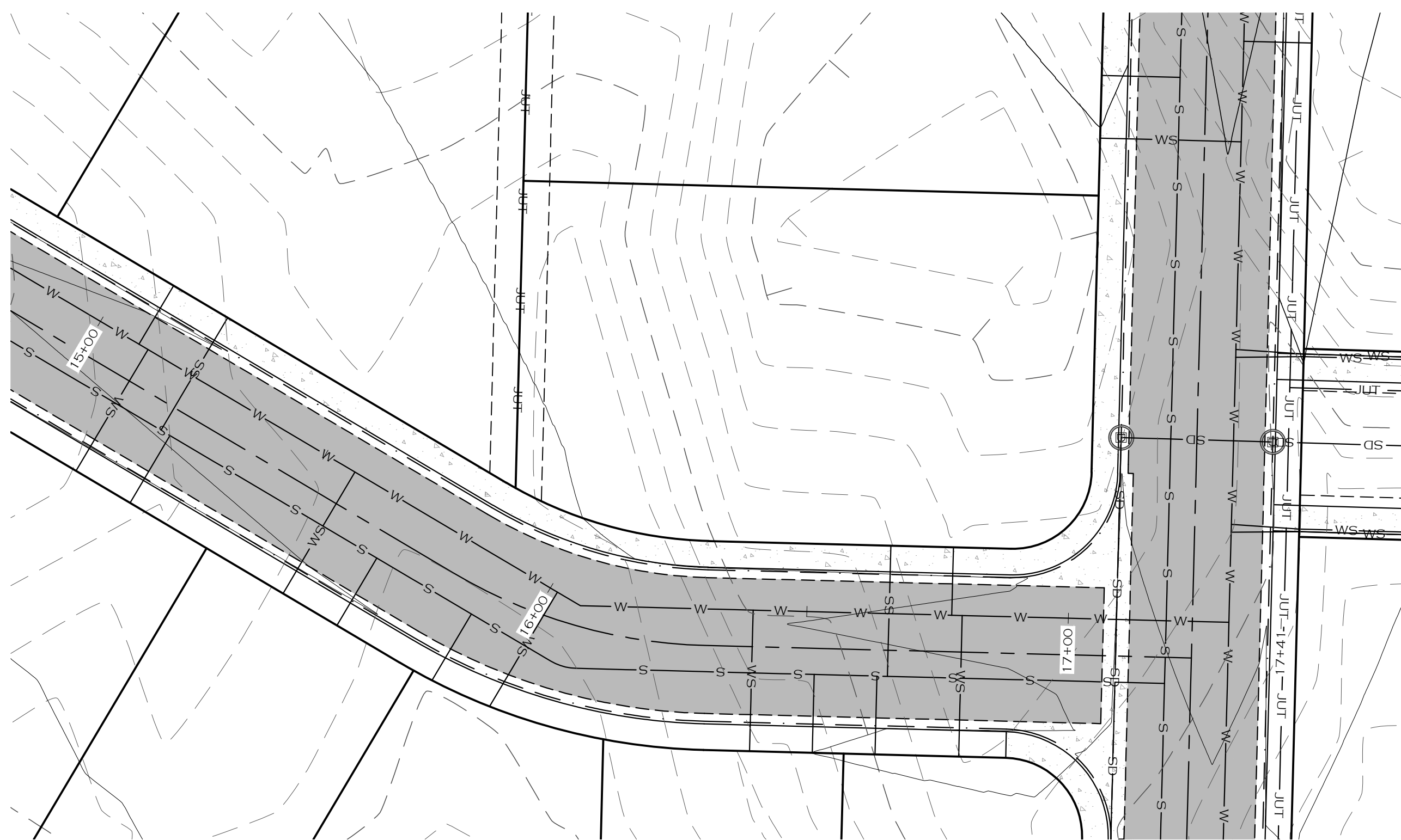
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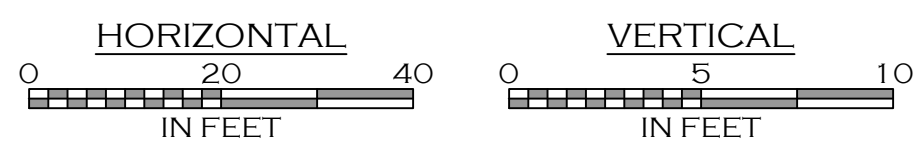
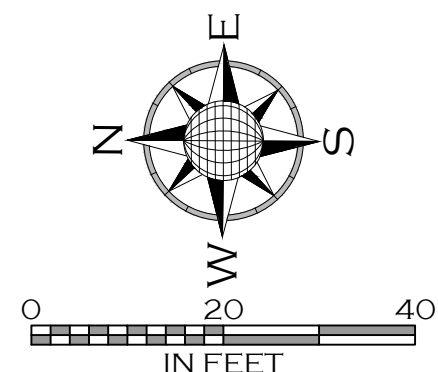
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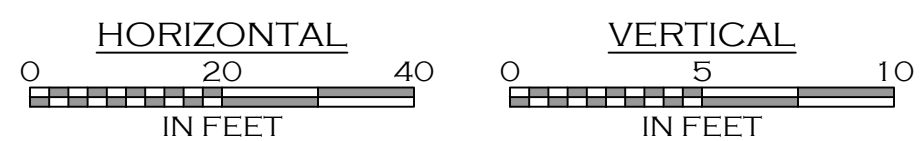
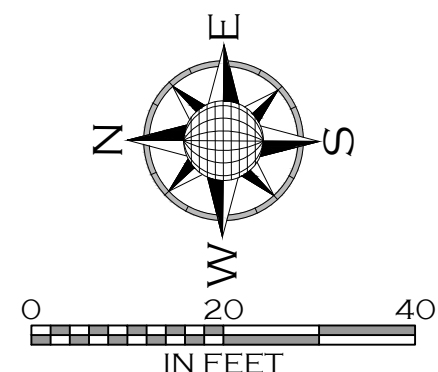
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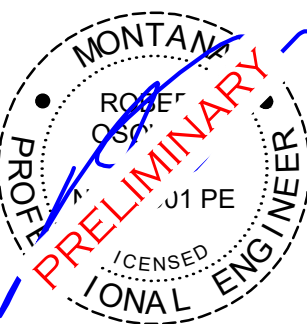


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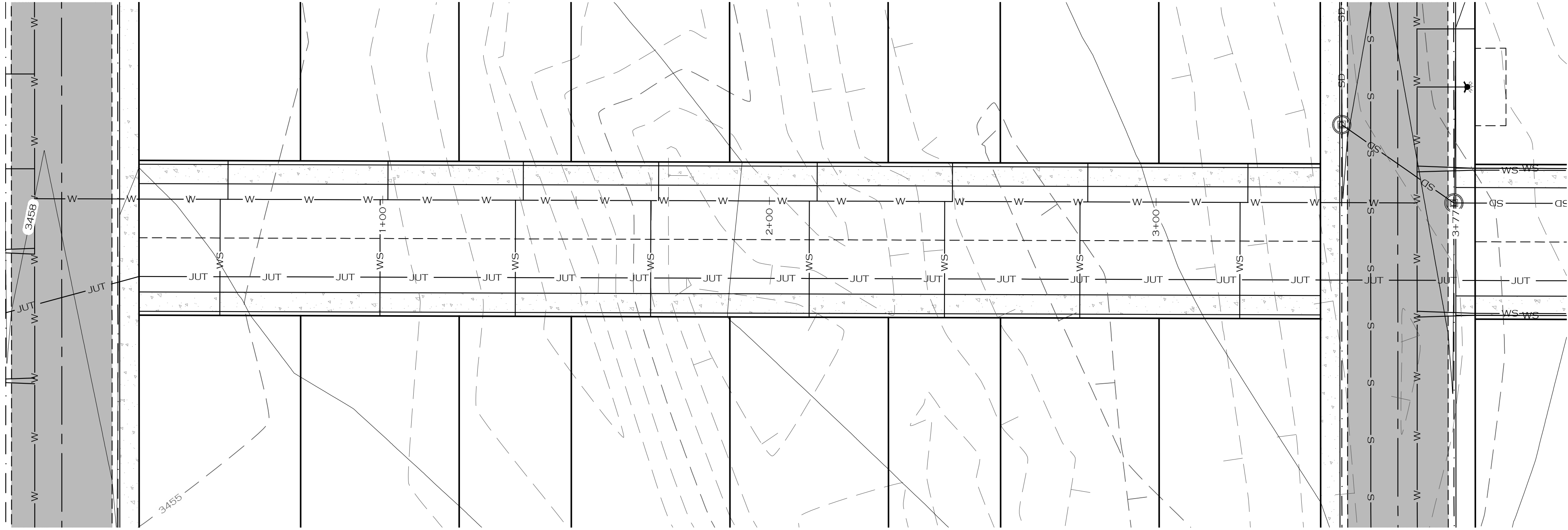
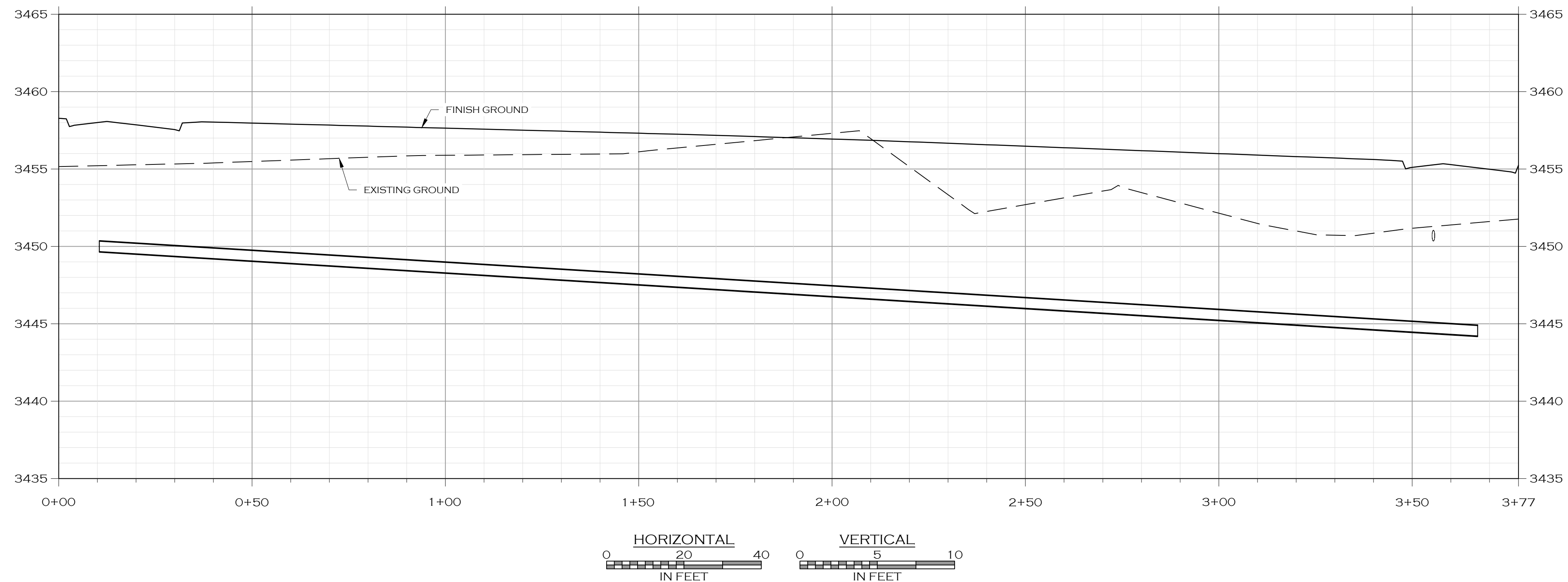
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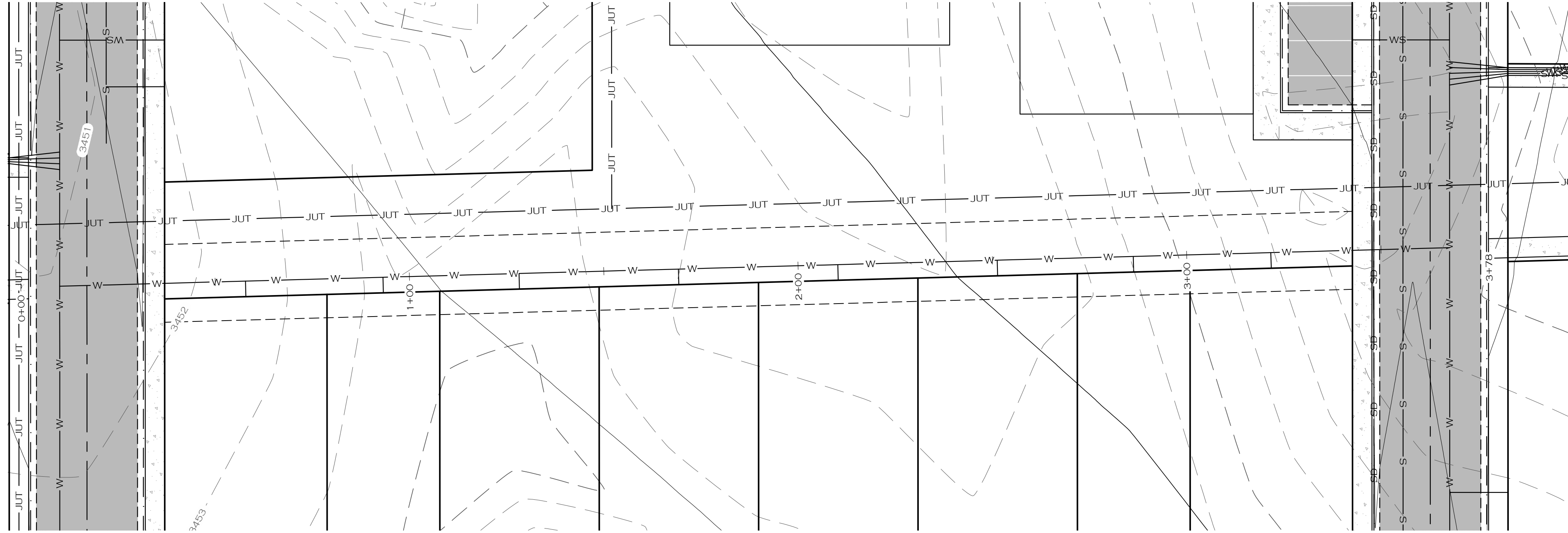
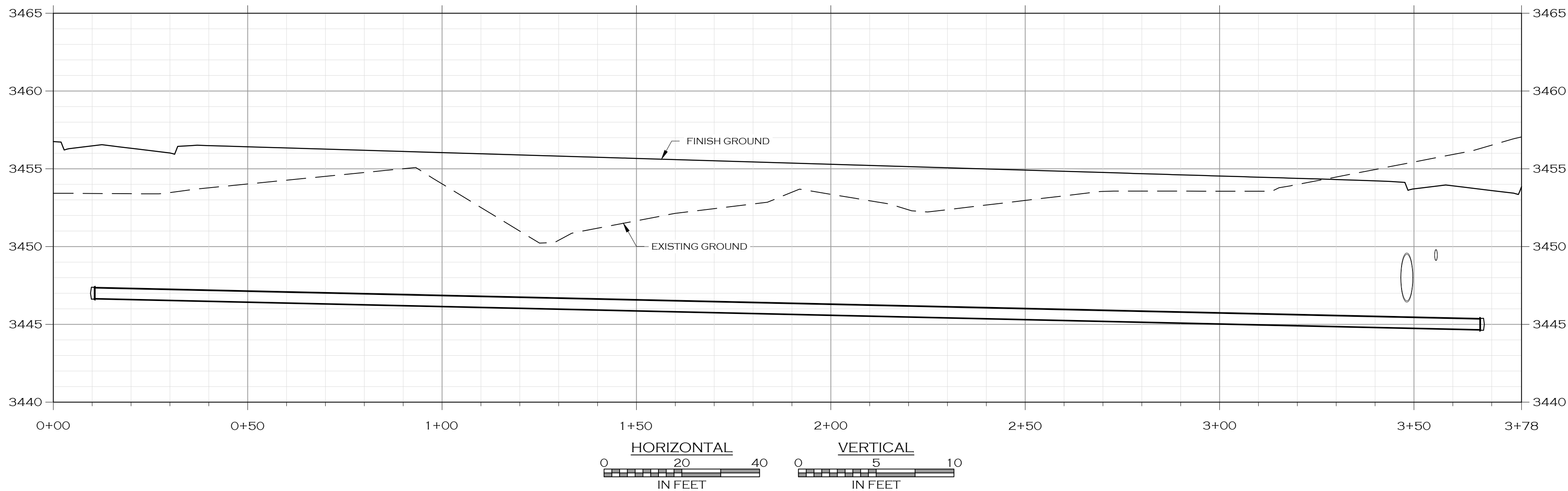
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LS  
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MEADOWVIEW VILLAGE

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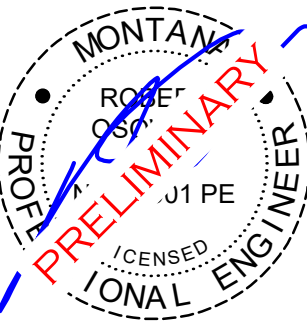
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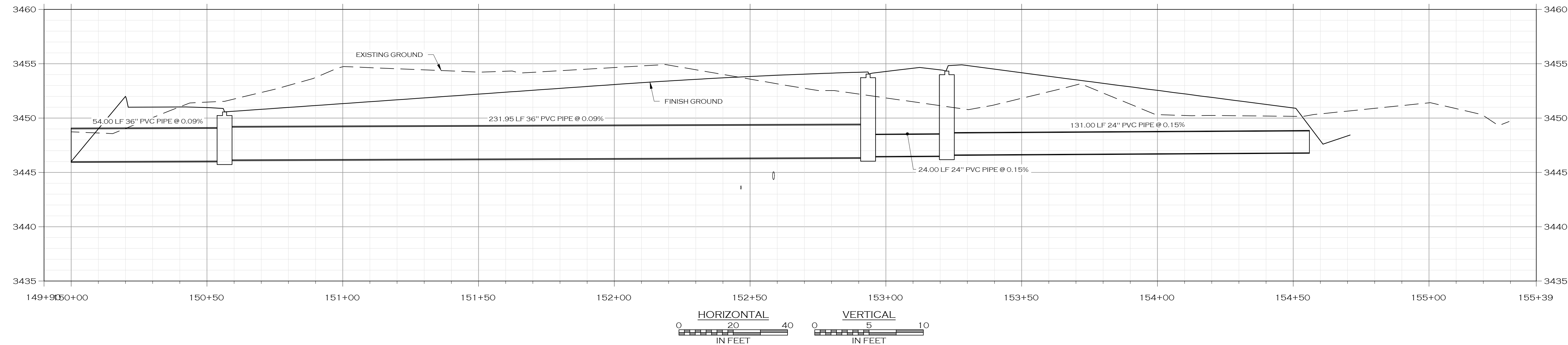
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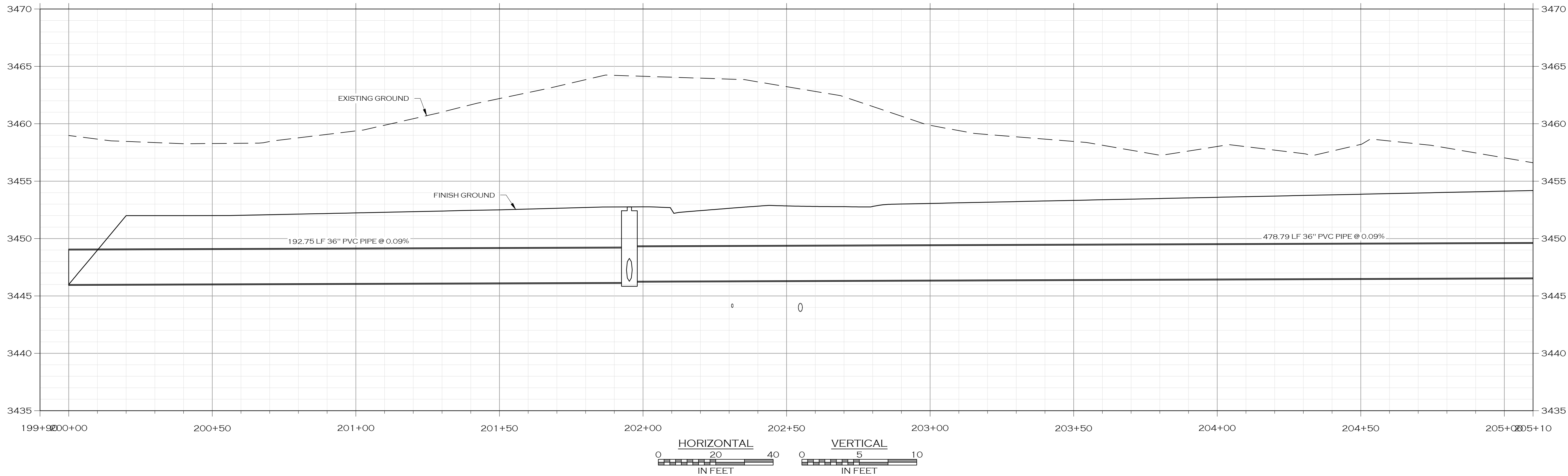
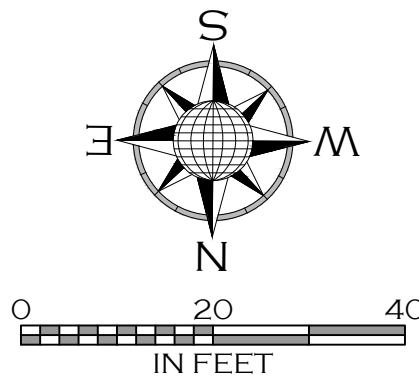
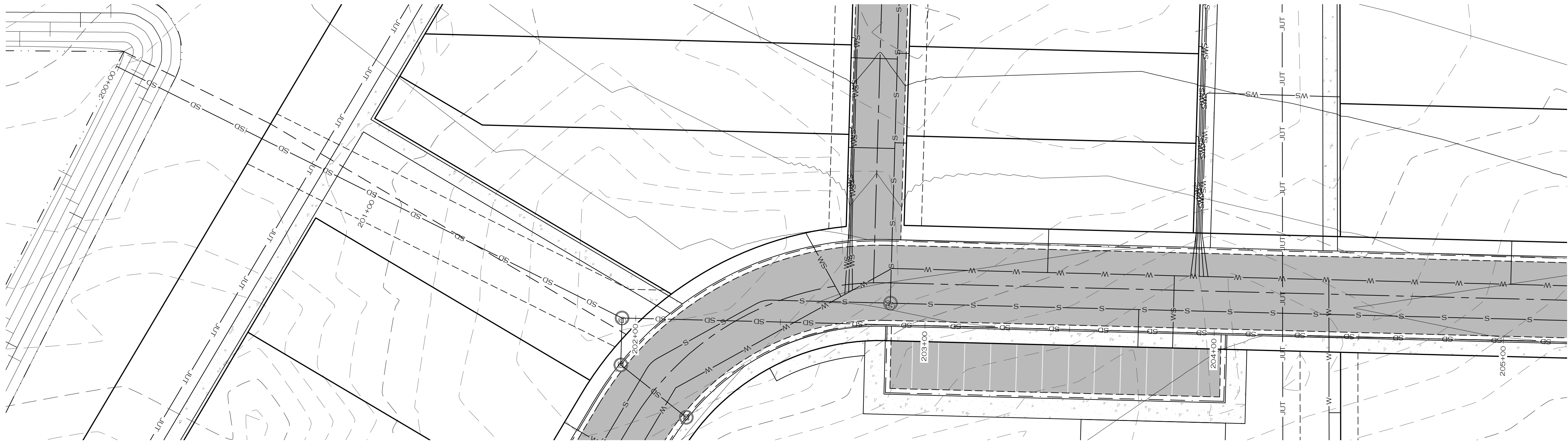
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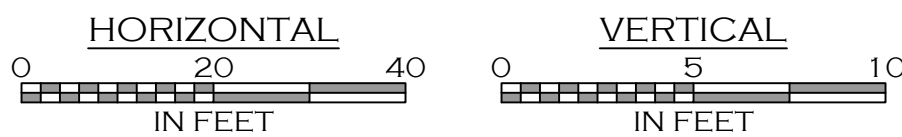
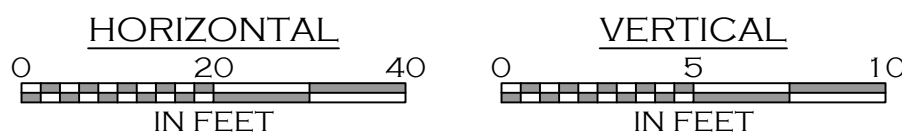
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STORM B PLAN AND PROFILE 1

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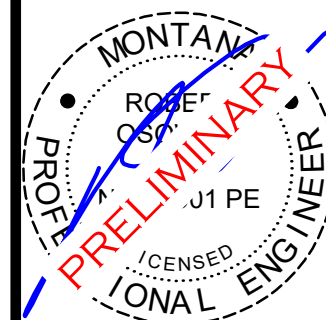
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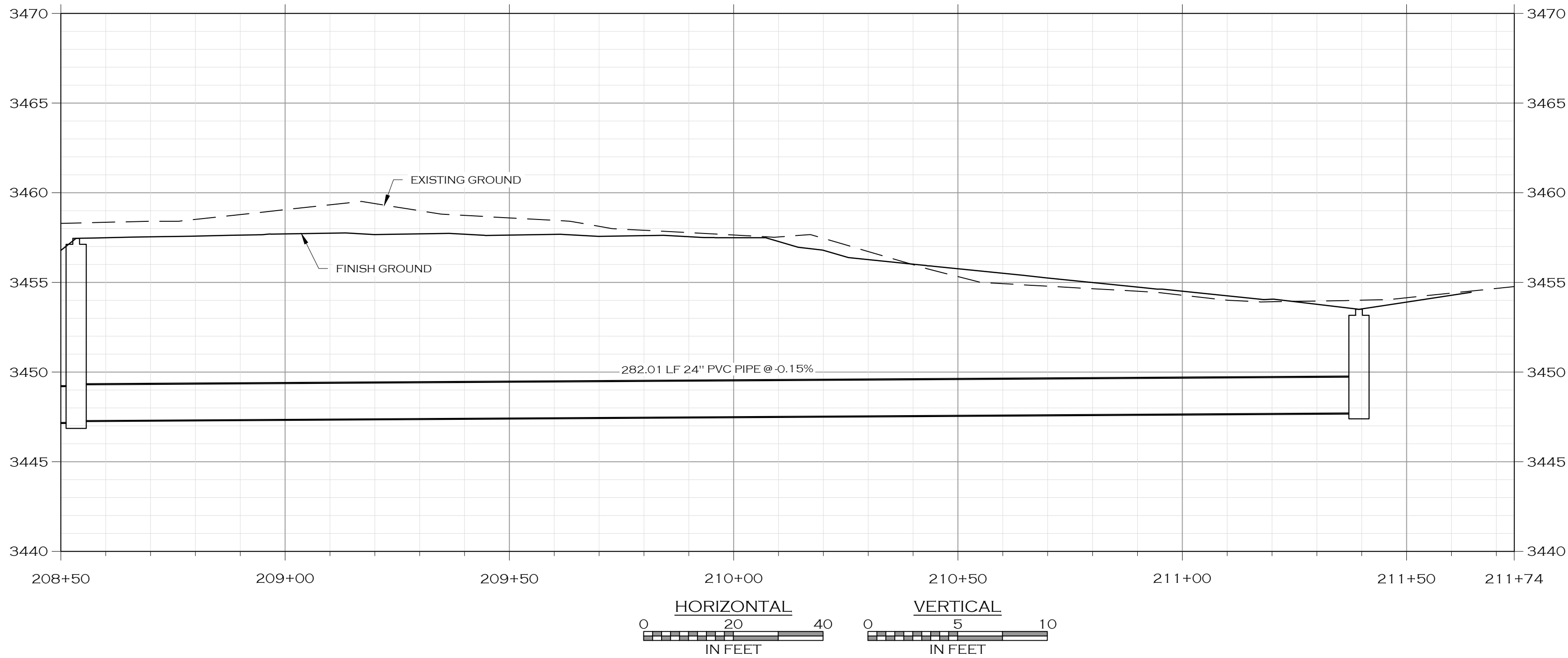
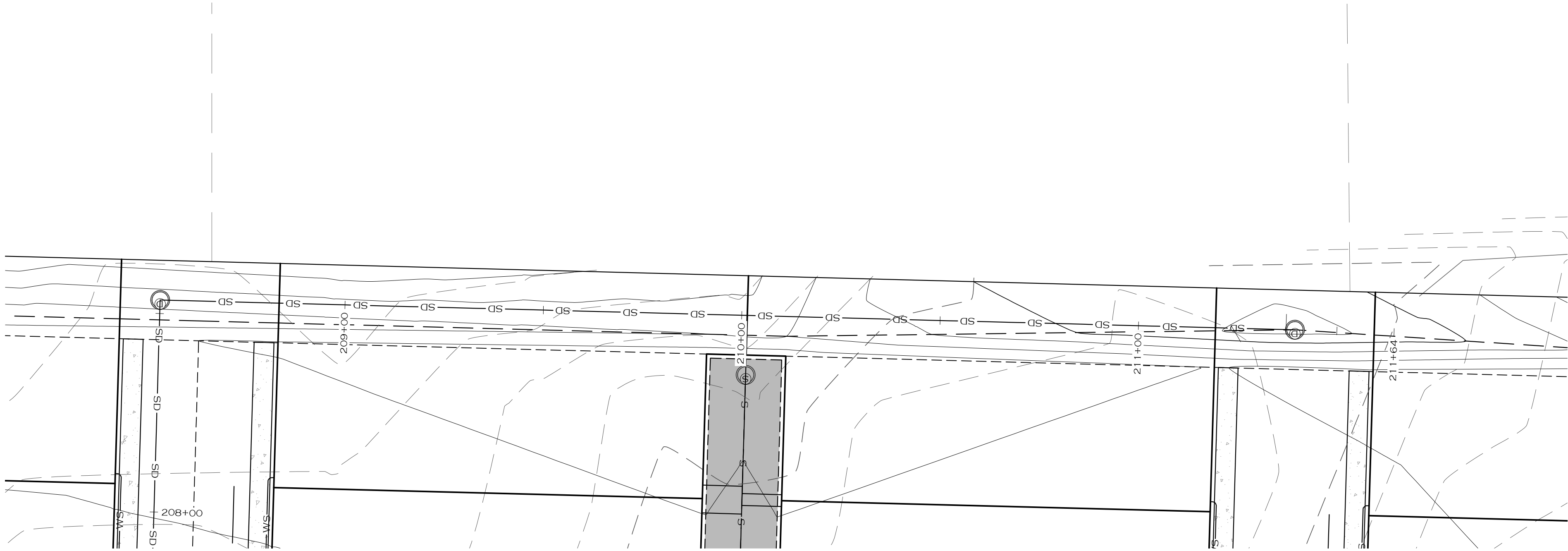
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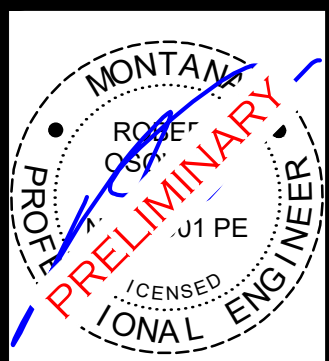
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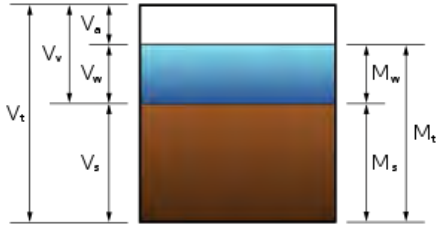
LAND USE SUBMITTAL REPORT  
Meadowview Village  
April 16, 2025



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# APPENDIX E

## Geotechnical Report



Lorenzen Soil Mechanics, Inc.

# Central Avenue and 46<sup>th</sup> Street Housing Development Great Falls, Montana Geotechnical Engineering Report

Prepared for:  
Upslope Group  
P.O. Box 16795  
Missoula, MT 59808

Prepared by:  
Lorenzen Soil Mechanics, Inc.  
5730 Expressway - Unit H  
Missoula, Montana 59808

November 11, 2024

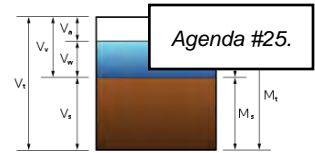
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Appendix A. Logs of Test Pit, Testing Results, and Design Information

Appendix B. Photographs





## 1 INTRODUCTION

The Upslope Group (Upslope) requested Lorenzen Soil Mechanics, Inc. (LSM) to complete a geotechnical evaluation for a manufactured housing development and its infrastructure at the east end of Central Avenue in Great Falls, Montana. The total parcel is roughly 27 acres of which about 17.5 acres will be in 167 lots. There will be just over 3.5 acres of open space and the remainder will be for street right of way. Two access locations will be off 46<sup>th</sup> Street South, with one being a 40-foot wide extension of Central Avenue. The open area will be within the parcel's eastern end.

LSM understands that each of the manufactured units will be on its own slab-on-grade. The manufactured units include a double wide with a two-car garage, a double wide with a one-car garage, a single wide with a two-car garage, a single wide with a one-car garage, and a duplex with no garage.

The primary purpose of the investigation was to evaluate the subgrade materials and to use that information to provide recommendations for street typical sections and its underground utilities, and for the slab-on-grade foundation subgrade preparations. Woith Engineering is the civil engineering firm for this project.

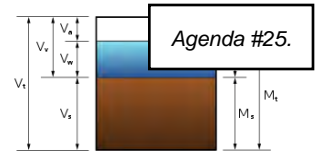
## 2 SITE EVALUATION

The site is an open area that has likely been used for grazing in the past. A sewer mainline has been extended from Central Avenue east into the parcel. There are sagging barbed wire fences around its perimeter and within its interior. An ephemeral drainage appears to cut along the parcel from the northeast to the southwest. Parts of the drainage are dotted primarily with Russian olive trees. There are a few depressions that appear to collect water seasonally. There is no standing water in the depressions at the time of LSM's subsurface investigation in July nor when LSM returned to read three piezometers. Several spoils piles are located near the northwestern corner of the parcel. The spoils occupy an area of approximately 2,000 square yards.

Geologically, the general area is mapped on the Montana Bureau of Mines and Geology (MBMG) Open File Report 459 '*Geologic Map of the Great Falls North 30' x 60' Quadrangle, Montana*', 2002 as being Holocene and perhaps Pleistocene epochs Eolian Deposits (Qe) overlying the Lower Cretaceous period Fifth Member of the Kootenai Formation (Kk<sub>5</sub>). To the north and east of the parcel, Holocene and Pleistocene epochs Glacial Lake Great Falls Deposits and Reworked Glacial Lake Deposits are mapped (Qgl). Figure 1 depicts a portion of the geologic map and indicates the general location of the project site.

The Qe deposits are characterized in the Open File Report as "Pale yellowish-brown, wind-deposited fine-grained sand and silt as much as 10 feet thick in southeastern part of map (*the parcel is within the southeastern part of the map*)."





The Qgl materials are characterized as “Grayish-brown, yellowish brown, and pale-orange silt interbedded with very fine-grained sand and clay. Lake deposits are horizontally bedded and laminated. Unit also contains grayish-orange, yellowish-brown, and pale-orange silt and very fine-grained sand of younger alluvial and colluvial deposits reworked from glacial lake deposits, chiefly as sheetwash alluvium, and fine-grained deltaic deposits along Muddy Creek.”

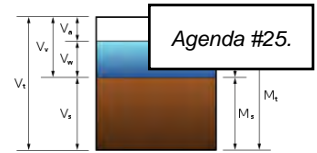
The Kk<sub>5</sub> materials are described as “Red-weathering mudstone that contains lenses and beds of brownish-gray and greenish-gray, cross-bedded, micaceous sandstone, and light gray nodular limestone concretions.”

An older geologic map published by the U.S. Department of the Interior as the United States Geological Survey (U.S.G.S.) for the City of Great Falls was reviewed. The map is categorized as ‘Miscellaneous Investigation Series Map I-1025’ and was completed in 1977. The map also features bedrock contours. It describes the proposed area as Holocene epoch Dune Sand (Qs), which equates with the Qe materials from the Open File Report 459. The Kk<sub>5</sub> materials were referred to as Upper Member of the Kootenai Formation (Kku). The Qgl materials are represented as Till and Intercalated Glacial Lake Deposits (Qtl). The Qtl unit “probably formed along the terminal margin of the glacial ice front and represents ablation till, flow till, and ice-marginal lake deposits.” A portion of this map is shown on Figure 2. The bedrock contours from the same U.S.G.S. map is presented on Figure 3 and indicates the Kootenai Formation Kk<sub>5</sub> bedrock is between 5 and 10 feet below the ground surface.

A nearby water well log, data-based at the MBMG Groundwater Information Center was reviewed. It was drilled to a depth of 536 feet in April 2002. Its static groundwater table was measured at a depth of 172 feet. Its lithology included 19 feet of clay overlying formation bedrock. A wet area was logged from the 35- to 40-foot depth in shale. The well driller noted that approximately 7 gallons per minute of water was being made within sandstone from the 240- to 245-foot depth.

In December 2012, Big Sky Subsurface (BSS) of Belt, Montana conducted a preliminary geotechnical assessment report for the western end of the parcel. The preliminary assessment was for a potential Church of Christ building and was completed with a December 31, 2012 report. Two boreholes were drilled, one (B-1) within the northwestern portion of the parcel and the other (B-2) within the parcel’s southwestern portion. B-1 was drilled and sampled to a depth of 25.1 feet. Weathered formation was encountered at 20 feet. Standard Penetration Test (SPT) sampler refusal was met at the 25.1-foot depth. The groundwater table was first encountered at the 24.5-foot depth and rose to the 19.5-foot depth at the end of drilling. The rise in the groundwater table elevation indicates it is under a hydraulic head. Fat clay (CH) overlies the weathered formation material. The upper 2 feet of the soil profile was logged as clayey sand (SC).

B-2 was drilled to a depth of 38 feet and bottomed in weathered formation materials. The groundwater table was first encountered at the 36-foot depth and rose to the 26-foot depth at the end of drilling, again indicating the groundwater table is under a hydraulic head pressure. Similar to B-1, the weathered formation materials were overlain by CH soils. The upper 6 feet of the soil profile were logged as SC soils.



In March of 2015, Thomas Dean & Hoskins (TD&H) of Great Falls, Montana conducted a new subsurface investigation for the Church of Chris by drilling four boreholes (BH) within the west-central portion of the parcel. Those four boreholes were supplemented by two more boreholes in October of 2016. BH-01 was drilled to a depth of 22.7 where it met SPT sampler refusal in weathered sandstone. CH soils overlie the weathered formation. Its groundwater table was recorded around the 22-foot depth.

BH-02 was drilled to a depth of 22.7 where it met SPT sampler refusal in sandstone. CH soils overlie the formation material. Its groundwater table was recorded around the 22-foot depth.

BH-03 was drilled to a depth of 25.5 where it met SPT sampler refusal in weathered claystone. CH soils overlie the formation material. Its groundwater table was recorded around the 20-foot depth.

BH-04 was drilled to a depth of 31 feet where it met SPT sampler refusal in weathered claystone. CH soils overlie the formation material. Its groundwater table was recorded around the 23.5-foot depth.

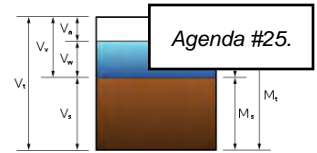
The October 2016 supplemental boreholes included BH-05 and BH-06. BH-05 was drilled to a depth of 37 feet where it bottomed in highly weathered claystone. The sampler experienced 1 foot of sand heave prior to sampling. The groundwater table was first noted at the 32-foot depth. It rose to the 18-foot depth at the completion of drilling. The soil profile varied as lean clay (CL) overlying fat clay (CH). The CH soils graded to CL soils which overlie poorly graded sand with clay (SP-SC) before reaching the highly weathered claystone.

BH-06 was drilled to a depth of 46 feet bottoming in highly weathered claystone. The SPT was not completely finished after a hydraulic hose on the automatic hammer broke. The split spoon sampler had been driven only 12 of its intended 18 inches. The groundwater table was noted as not being encountered. The soil profile was somewhat more uniform as 30 feet of CH soils overlying the formation material. The upper portion of the soil profile was logged CL soils.

Ultimately, the Church of Christ decided not to build within this parcel.

LSM conducted its subsurface investigation on July 17, 2024. Let 'er Buck Construction provided and operated their Case CX60C mini-excavator to complete a total of nine test pits for LSM to log and sample. Figure 4 presents LSM's test pit locations on a May 2024 Google Earth image. The approximate location of the water well log discussed earlier also appears on Figure 4 as do two test pits from an earlier project completed by LSM. The BSS and TD&H borehole locations do not appear on Figure 4. Horizontal coordinates were obtained using a Garmin eTrex® 10 GPS unit. Elevations were estimated from Google Earth.

The materials encountered during the BSS, TD&H, and LSM subsurface investigations tended to agree, in part, with what was described in the MBMG Open File Report 459 and for the 1977 City of Great Falls I-1025 Map for the surface materials. The Qe Eolian Dune Sand deposits did not extend as far west across the parcel as the maps noted. They tended to be the finer-grained



Qtl deposits. The depths to bedrock logged by BSS and TD&H were a little deeper than the bedrock contours noted on the map in Figure 3. The eastern two-thirds of the parcel did have the poorly graded sand (SP) deposits associated with the Qe deposits. The western one-third of the parcel included silty and sandy loam as topsoil overlying CL and CH soils. The CH soils tended to include calcareous specks, partings, and inclusions. These are likely alkali salts.

The groundwater table was not encountered in any of LSM's nine test pits, the deepest of which extended to 11.5 feet. Three piezometers were installed during this investigation and each were read as being 'dry' on November 7, 2024. Based on the boreholes drilled by BSS and TD&H, the depth to the groundwater table is likely deeper than 20 feet.

Based on the nearby water well log, the logs from TDH and BSS, and from the US Dept. of Interior's bedrock contours, the seismic site soil class can be taken as 'C – Very Dense Soils and Soft Rock'.

LSM's logs of test pits and the laboratory testing are presented in Appendix A. The Appendix includes the water well log data and the seismic spectral acceleration data. Photographs of the test pitting operations, site conditions, and soil samples are provided in Appendix B.

### 3 RECOMMENDATIONS

The thickness of plastic fine-grained overburden soils varied across the site, generally becoming thicker towards the western portion of the lot. The fine-grained soils are prone to volume expansion if allowed to receive excessive free water. Free water in the future is likely to come from landscaping irrigation, precipitation and roof runoff that falls on an improperly graded site, and/or utility line leaks.

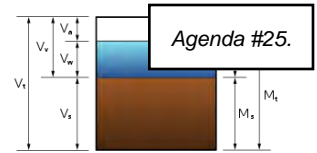
Factors that play a role in the shrink/swell potential are the plasticity index, shrinkage limit, and the colloid content. The moisture content ultimately plays a major role. Table 1 presents criteria developed by Robert Holtz (1959) and the U.S. Department of Interior (1998) for the probable expansion of a soil. It is noted that the probable expansion is a function of the soil going from a dry to a saturated condition. The shrinkage limit is considered the soil's saturated condition. The shrinkage limit identifies the moisture content at which the sample no longer undergoes a volume change upon further moisture loss.

**TABLE 1: Expansion Potential from Classification Test Data**

Degree of Expansion	Probable Expansion as a % of Total Volume Change <sup>1</sup>	Plasticity Index (%)	Shrinkage Limit (%)	Colloid Content % < 0.001 $\mu\text{m}$
Very High	>30	>35	<11	>28
High	20 – 30	25 - 41	7 – 12	20 – 31
Medium	10 – 20	15 - 28	10 – 16	13 – 23
Low	<10	<18	>15	<15

<sup>1</sup>Dry to a saturated condition under a surcharge of 1 psi

At this time, LSM has not completed Atterberg Limits or hydrometer testing on their collected samples. LSM has relied on the Atterberg Limits testing completed by TD&H. Based on their



values for the plasticity indices and from LSM interpretation of the shrinkage limits, the fine-grained soils can be expected to have a very high degree of expansion. As time permits, LSM will complete additional testing on the fine-grained soil samples in its Missoula soils laboratory.

The eolian dune sand deposits present their own subgrade issues. These deposits are often considered collapsible upon wetting. Collapsible soils often have a silt component with the sand such that they classify as silty sand (SM) or as sandy silt (ML). The sands encountered on this parcel tended to be poorly graded fine sand (SP). In a collapsible soil, the soil particles are arranged in a manner similar to a house of cards (flocculated structure). With the introduction of free water, the finer-grained portion of the soil ‘melts’ and the soil skeleton collapses. This results in a dispersed structure, which indicates the soil particles are aligned in a more uniform manner. LSM believes free water at this site will be localized due to the hard surfacing of the streets and driveways and with the residential roofs. Irrigation water and leaking utilities are a common source of free water.

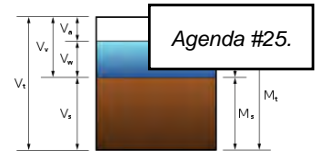
In short, the fine-grained overburden soils can be expected to undergo significant volume changes if water is allowed to collect unabated in the subgrade soils. It is the moisture that provides the volume changes in expansive soils and in collapsible soils. Maintaining positive drainage away from the building perimeters and limiting irrigation water within 10 feet of the building perimeters are essential to limiting the subgrade soils’ volume expansion. Mitigating the potential volume changes is discussed within some of the subsequent sections.

### 3.1 Grading

LSM anticipates there will be a considerable amount of grading required to complete the street alignments and for leveling the lots. The depressions around the ephemeral drainages will need to be filled and their water channels managed. The eolian deposits within the eastern two-thirds of the parcel will be somewhat easier to address than the western one-third. LSM recommends including significant amounts of water when preparing the subgrades. This may seem counterintuitive, given LSM’s discussion regarding what will likely occur if free water is allowed to collect within the fine-grained subgrades. Introducing the water during construction is intended to limit the amount of volume change. The probable amount of expansion in Table 1 is based upon a soil going from a dry condition to a saturated condition. Introducing the water at the time of construction will initiate some of the swell in the CH soils and will initiate some of the collapse in SP or in the SM and ML soils that may be encountered.

LSM recommends a grade raise across the western one-third of the parcel to put some vertical distance between the slabs-on-grade and the underlying CH soils. LSM recommends grading across the site to include:

1. Grubbing the vegetation in the FILL areas by removing all vegetation with trunk diameters greater than 1/2-inch. Leave the vegetative root masses in place. The root mass will provide a natural stabilization mat beneath the fill.
2. Stripping the topsoil from the CUT areas and stockpile for either future use on this project or for possible sale.
3. Cutting the high areas and stockpiling for filling in the low-lying areas.



4. Prior to filling, soak the fill area footprint and compact using a vibratory compactor having an operating weight of at least 25,000 pounds and a centrifugal force of at least 45,000 pounds. This compaction effort is intended to consolidate the soils from a flocculated structure into a dispersed structure where the soil particles are more uniformly aligned.
5. Proof-rolling the footprint with a fully loaded water truck or similar piece of equipment to ensure a firm surface is attained. Re-compact if there is more than a 1 inch deflection.
6. Placing the fill in 8-inch (maximum) thick, loose lifts and compacting each lift to a standard relative compaction (ASTM D698) of at least 98 percent and within 2 percent ( $\pm$ ) of its optimum moisture content.

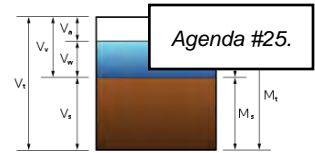
The western one-third of the parcel appears to slope downward from west to east. LSM recommends raising the subgrade across this area by at least 2 feet. This is to provide some counterbalance to the expansive soil potential and to limit stormwater surface flow across the site from property sites to the west. It appears the grounds to the east of 46<sup>th</sup> Street are at an elevation of roughly 3465.0. The grounds within the western end of the parcel appear to be at an elevation of 3462. By bringing the subgrade elevation up by 2 feet and providing a street typical section of at least 1 foot will help address stormwater flow from the west. LSM recommends placing the fill across the parcel's western one-third by:

1. Grubbing the vegetation in the FILL areas by removing all vegetation with trunk diameters greater than 1/2-inch. Leave the vegetative root masses in place as this will provide a natural stabilization mat beneath the fill.
2. Prior to filling, soak the fill area footprint and compact using a vibratory sheepsfoot compactor having an operating weight of at least 25,000 pounds and a centrifugal force of at least 45,000 pounds. This compaction effort is intended to consolidate the soils from a flocculated structure into a dispersed structure where the soil particles are more uniformly aligned.
3. Compacting the wetted area to a standard relative compaction of at least 98 percent and to a moisture content at, or up to 3 percent over, its optimum moisture content. Compaction should be sufficient when the sheepsfoot roller is walking on its pads across the compacted surface rather than leaving deep impressions.
4. Placing native SP spoils or imported pitrun soils that meet the Unified Soil Classification System (USCS) classification for soils that are primarily granular: GW, GP, SW, SP, GC, GM, SC, and SM. Place these fill materials in 8-inch (maximum) thick, loose lifts and compacting each lift to a standard relative compaction of at least 98 percent and within 2 percent ( $\pm$ ) of its optimum moisture content.

### ***3.2 Frost Protected Monolithic Slabs with Thickened Edges***

Garage and residential slabs-on-grade are to be designed and constructed as monolithic slabs with thickened edges. Rigid insulation will be required to limit possible frost heave. It is LSM's belief and opinion that the slab subgrades must be level and compacted to limit slab cracking. Prepare the monolithic slab foundation subgrades by:



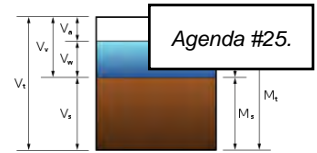


1. Installing the underground utilities. The Fill spoils are to be placed back into their trenches in 8-inch (maximum) loose lifts, compacting each lift to a standard relative compaction of at least 98 percent. A plate wacker can be used for the compactive effort.
2. Providing and placing insulation forms for the thickened edges that extend at least 2.5 feet horizontally from the building perimeter. Mono Slab® EZ Forms are an acceptable insulation. The insulation must be at least 4 inches thick around the building perimeter.
3. Providing a 3-inch thick leveling course meeting the gradation in Table 2 across the compacted monolithic slab-on-grade subgrade.

**TABLE 2: Leveling Course/Base Course**

Sieve Size	Percent Passing
3/4"	100
3/8"	70 - 90
No. 4	40 - 70
No. 10	25 - 55
No. 200	0 - 8

4. Placing the leveling course across the subgrade and compacting it to a firm and level surface.
5. Providing and placing XPS Type VI rigid horizontal insulation board, at least 2 inches thick over the leveling course.
6. Including temperature/shrinkage steel within the monolithic slab just above its mid-depth. LSM suggests using No. 6 rebar on a 24-inch on-center grid both ways. The purpose of the 24-inch spacing is to provide space for the flatworkers to move through the fresh concrete as it is being placed, screeded, and floated while not stepping on the rebar.
7. Setting the reinforcement steel and the shrinkage and temperature cracking control steel on enough dobies or chairs such that they are not allowed to sink past the Structural Engineer's recommended placement depths.
8. Placing the fresh concrete for the monolithic slab and its thickened footings.
9. Backfilling against the insulation form board with native spoils in 8-inch (maximum) thick, loose lifts and compacting each lift to a standard relative compaction of at least 95 percent and at a moisture content at, or up to 2 percent over the native soil's optimum moisture content.
10. Ensuring that the grading provides at least a 2 percent positive drainage around the entire building perimeter for a horizontal distance of at least 6 feet.
11. Providing dry landscaping across the positive drainage slope. The dry landscaping may include decks, patios, lanais, and sidewalks.
12. Providing a rain gutter system with downspouts that discharges its roof runoff water at least 5 horizontal feet away from the building perimeter onto the ground surface. LSM does not recommend the downspouts discharge its water into buried pipe. LSM has noted buried pipes may become disjointed and are likely not noticed until after there is building movement.
13. Limiting irrigation water to no closer than 10 feet from the building perimeter. LSM understands these are small lots and suggests that rather than grassed lawns, the open yard space include decks, lanais, porches, or courts. If plantings are desired, LSM suggests using planting boxes for flowers and vegetables.



Positive drainage and proper roof water runoff are absolutely necessary to prevent excess surface water from getting beneath the structural monolithic slabs. LSM recommends the hose bibs have a hard surfacing beneath them to route potential leaking water away from the thickened edge foundations. LSM normally recommends a perimeter drain tile system when building over CH and CL soils. Given the nature of the lot sizes and the grade raises at the parcel's western end, LSM believes the subgrade preparation, final site grading, and limiting irrigation water will be sufficient to limit and route surface water away from the foundations.

The prepared fill and native subgrade surfaces within the parcel will offer an allowable soil bearing capacity of 2,000 pounds per square foot (psf). A modulus of subgrade reaction,  $k$ , of 200 pounds per square inch per inch of deflection (pci) can be used for the structural monolithic slab design. A coefficient of friction,  $\mu$ , of 0.45 can be used for the foundation sliding resistance designs on the compacted imported fill and native SP materials.

Due to the foundations consisting of thickened edges rather than stem walls, no lateral earth pressures for wall designs are presented in this report.

### 3.3 Wind Speed Velocities

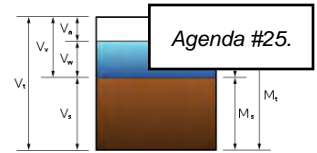
The ASCE/SEI 7-22 Hazards Report was used to develop the spectral response values for a seismic site class and for wind speed velocities. The seismic values will be presented in Subsection 3.8.

A design wind speed of 107 miles per hour (mph) as a 3-second gust at 33 feet above ground was used to determine wind speeds. The wind speeds correspond to a 7 percent probability of exceedance in 50 years with a mean recurrence interval (MRI) of 700 years and are presented in Table 3.

**TABLE 3: Exposure C 3-Second Gust Wind Speeds**

Mean Recurrence Interval (yr)	Wind Speed Velocity (mph)	Mean Recurrence Interval (yr)	Wind Speed Velocity (mph)
10	75	1,700	115
25	81	3,000	119
50	87	10,000	129
100	92	100,000	148
300	101	1,000,000	167
700	107	-	-

Values of the 10-year MRI, 25-year MRI, 50-year MRI and 100-year MRI are Service wind speeds. The other wind speeds are Ultimate wind speeds.



### 3.4 Exterior Flatwork

Exterior flatwork slabs such as utility or dumpster pads, sidewalks, lanais, patios, and courts are not anticipated to be supporting any loads other than those intended for their use. LSM recommends preparing the flatwork subgrades by:

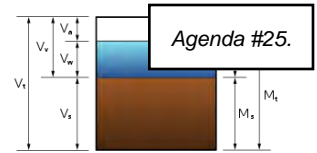
1. Excavating to the exterior flatwork subgrade and scarifying the excavation to a depth of at least 6 inches.
2. Moisture conditioning the scarified surface by wetting the subgrade at, or up to 3 percent over, its optimum moisture content.
3. Compacting the moisture conditioned subgrade to a standard relative compaction of at least 95 percent.
4. Providing a woven separation/stabilization geotextile meeting the engineering characteristics of Mirifi® RS380i.
5. Placing the woven geotextile over the compacted subgrade, overlapping the joints by at least 1 foot.
6. Providing at least 6 inches of a granular base course meeting the gradation presented in Table 2.
7. Compacting the base course to a relative compaction of at least 95 percent.
8. Forming sidewalk slabs to be at least 4 inches in thickness. Where the sidewalks cross a driveway, form the sidewalk to be at least 6 inches thick.
9. Spacing the contraction joints a maximum of 8 feet apart and providing a maximum width of 1/4-inch, cut at least one-quarter of the depth of the concrete.
10. Installing expansion joints between slabs no more than 40 feet apart and at sidewalk/doorway entry interfaces. At these locations, provide a minimum width of 3/4-inch.
11. Filling all expansion joints with a field-molded sealant to prevent the infiltration of water into the underlying soils.

LSM suggests including synthetic or steel fibers with any tensile reinforcement to help prevent widening or horizontal separation of concrete cracks that may form.

### 3.5 Fresh Concrete

LSM understands Type II cement is no longer readily available in this region and that Type IL cement is being promoted as a general-use cement, replacing the Type I/II. LSM recommends Type IL cement for the monolithic slab and thickened edge slabs. LSM suggests a concrete mix design have a 3-inch maximum slump before any water reducer (plasticizer) admixture is added and up to 8 inches after it is added. The air content should range from 5 to 8 percent for exterior flatwork. No entrained air is recommended for the monolithic slab unless it will be poured during cold temperatures and exposed unheated for several weeks.

For the interior flatwork concrete, LSM recommends including a shrinkage reducing admixture and/or a hydration control admixture to the Type IL cement mix design. The admixtures are to be chloride-free. LSM recommends the maximum aggregate size be 1 1/2 inches for the slab mix designs. LSM suggests the mix design have a 3-inch maximum slump before any water



reducer (plasticizer) admixture is added and up to 8 inches after it is added. If fiber reinforced concrete is used, give consideration to providing a slump value associated with the fibers. Erect windbreaks and sunshades to limit rapid surface drying. Avoid curing with water that is more than 20°F cooler than the concrete. These recommendations are intended to limit the amount of shrinkage cracking in the slabs.

If the concrete will be freshly cast during cold temperatures, protect the fresh concrete from freezing. Do not cast fresh concrete on frozen ground. LSM recommends the Contractor provide an approved plan for protecting concrete being placed during cold weather.

LSM yields to the Structural Engineer in each of the concrete mix designs for footings, foundation walls, slabs-on-grade, and exterior flatwork.

### **3.6 Groundwater Table and Surface Water**

The groundwater table was not encountered during LSM's July 2024 subsurface investigation. The deepest of the nine test pits extended to a depth of only 11.5 feet. Based on the boreholes completed by TD&H and by BSS, the groundwater table can be expected to be more than 20 feet below the existing ground surface.

LSM does not anticipate that the groundwater table will be a construction concern. LSM does recommend to berm all open excavations during construction. If a rain event occurs and surface water is allowed to enter open excavations, the water will most likely need to be pumped before further construction can proceed in those excavations.

For stormwater drainage design, the underlying CH soils at the western one-third of the parcel are to be considered to have very slow infiltration rates. Conversely, the SP soils encountered at the parcel's eastern two-thirds can be expected to have moderately fast infiltration rates.

### **3.7 Underground Utilities**

For utility trench excavations, the trench materials are expected to meet OSHA's requirements for a Type C soil. The steepest unsupported slope within a Type C soil trench is 1.5H:1V.

LSM recommends constructing the utility trenches by:

1. Providing and placing cushion (bedding) material meeting the gradation in Table 4. Extend the bedding to 6 inches over the top of the conduit.
2. Providing conduits that resist corrosion.
3. Placing the conduits to the grades specified in the Plans.
4. Using the spoils from the trench excavations as backfill over the bedding material.
5. Placing the backfill in 12-inch (maximum) loose lifts and compacting each lift to a firm and unyielding surface.
6. Overfilling the last lift to extend at least 3 inches above the adjacent surface. This is to allow for expected trench backfill settlement. Prior to final grading construction, the

### 3.8 Seismic Considerations

The seismic backfill pressures against the buried portion of the foundation walls can be determined by adding a seismic event component,  $P_E$ , based on Seed and Whitman (1970) to the coefficient of active pressure  $P_a$ . The  $P_E$  was calculated to be  $1.7 \times H^2$ , making the active pressure against the wall during an earthquake equal to  $21.6 \times H^2$  and was presented in an earlier section. A factor of safety of 1.1 can be used for earthquake design lateral earth pressures and the allowable bearing capacity can be increased by one-third for seismic design.

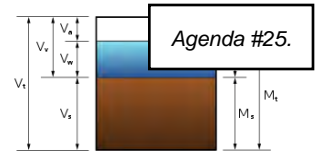
ASCE/SEI 7-22, Earthquake Loads

ASCE/SEI 7-22, Earthquake Loads	
Site Class Definition	C
Mapped Spectral Response Acceleration Parameter, $S_S$ for 0.2 second	0.150g
Mapped Spectral Response Acceleration Parameter, $S_1$ for 1.0 second	0.056g
Adjusted Maximum Considered Earthquake Spectral Response Acceleration Parameter, $S_{MS}$	0.074g
Adjusted Maximum Considered Earthquake Spectral Response Acceleration Parameter, $S_{M1}$	0.016g
Design Spectral Response Acceleration Parameter, $S_{DS}$	0.011g
Design Spectral Response Acceleration Parameter, $S_{D1}$	0.053g
Mean Peak Ground Acceleration, $PGA_M$	0.074g

### 3.9 Shrink/Swell Characteristics

It is imperative to provide positive drainage away from the buildings' exterior perimeters. LSM recommends providing at least 2 percent grades that extend 6 horizontal feet away from the





buildings' perimeters. Downspouts with extensions are to discharge the roof runoff water on the ground surface at least 5 feet away from buildings' perimeters.

### 3.10 Street Typical Sections

The 2-foot grade raise beneath the flexible typical section is intended to counterbalance the underlying fat clay at depth. LSM recommends the following asphalt plant mix pavement typical section:

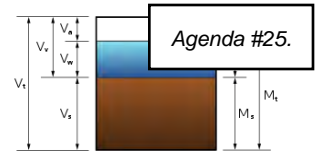
Asphalt Plant Mix	3 inches
3/4-inch Minus Crushed Base Course	9 inches
Woven Geotextile	Mirifi® RS380i
Scarified Subgrade	6 inches

LSM recommends preparing the typical sections by:

1. Scarifying the placed fill subgrade to a depth of at least 6 inches.
2. Moisture-conditioning the scarified subgrade to a moisture content at, or up to 3 percent over, its optimum moisture content.
3. Compacting to a standard relative compaction of at least 95 percent.
4. Providing and placing a woven geotextile meeting or exceeding the engineering characteristics of Mirifi® RS380i across the compacted surface, overlapping the joints by at least 1 foot.
5. Providing a 3/4-inch crushed base course meeting the gradation in Table 2.
6. Placing the crushed 3/4-inch base course across the woven geotextile by dumping and pushing. Keep all wheeled and tracked equipment from direct contact onto the woven geotextile. Replace any damaged woven geotextile.
7. Compacting the base course to a standard relative compaction of at least 95 percent.
8. Designing the final grading to drain and pipe to a stormwater detention pond(s).
9. Addressing the following paragraphs and Table 5 for the asphalt mix and aggregate materials.

LSM recommends a performance graded PG 58-28 binder for the asphalt concrete and the plant mix surfacing aggregate meeting the Montana Public Work's gradation presented in Table 5. The gradation bands in Table 5 represent the job mix target limits, which determine the suitability of aggregate. Provide the final job mix target gradation within the specified bands and uniformly graded from coarse to fine, not to vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice-versa. For example, using the 3/8" and No. 4 sieves, a gradation of 73 percent and 48 percent passing their respective sieves is acceptable, 73 percent and 62 percent passing their respective sieves is not.

The job mix formula establishes target values. During mix production, the gradations are to fall within the job mix limits presented in Table 5, i.e. if a QA job mix target of 6 has been selected for the No. 200 sieve and since the tolerance is  $\pm 2$ , the job mix gradation for production would be 4 - 8.

**TABLE 5: Plant Mix Surfacing Gradation**

Sieve Size	% Passing Job Mix Target Bands	Job Mix Tolerances
3/4"	100	---
1/2"	83 - 93	+/- 7
3/8"	73 - 87	+/- 7
No. 4	47 - 63	+/- 6
No. 10	32 - 43	+/- 6
No. 40	15 - 25	+/- 5
No. 200	5 - 7	+/- 2

10. Compacting the asphalt concrete plant mix surfacing in one lift to an average relative compaction (ASTM D2041) of at least 93 percent, and no individual sample being less than 92 percent.

### 3.11 Fresh Concrete and Compaction Inspection Testing Frequency

LSM suggests a testing frequency presented in Table 6 for the foundation, slab-on-grade, and parking area subgrades, wall backfill, utility trench backfill, and typical section compaction and for fresh concrete sampling and testing, including flexural testing for concrete pavement. In addition to the compaction and fresh concrete testing, LSM recommends including applicable special inspections as per the International Building Code, Chapter 17.

**TABLE 6: Fresh Concrete and Compaction Inspection Testing Frequency**

Compaction Testing	
Slabs-on Grade Subgrade	1 Test per 1,000 Square Feet
Exterior Flatwork Subgrade	1 Test per 1,000 Square Feet
Street Subgrade and Aggregates	1 Test per 3,000 Square Feet
Utility Trench Backfill	1 Test per 100 Lineal Feet per Lift
Concrete Testing	
Structural Concrete <sup>1</sup>	1 Test per 50 Cubic Yards per Day
Non-Structural Concrete	1 Test per Day

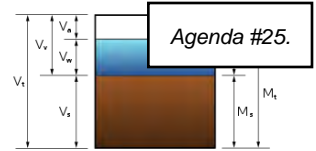
<sup>1</sup>. Structural concrete includes all footings, foundation walls, slabs, and other load bearing elements.

## 4 BASIS OF RECOMMENDATIONS

The analyses and recommendations submitted in this report are based upon the subsurface investigation. Often, variations occur within the subgrade, the nature and extent of which do not become evident until additional exploration or construction is conducted.

### 4.1 Use of Report

This report is for the exclusive use of the Upslope Group and their design team. In the absence of LSM's written approval, LSM makes no representation and assumes no responsibility to other parties regarding this report. The data, analyses, and recommendations may not be appropriate



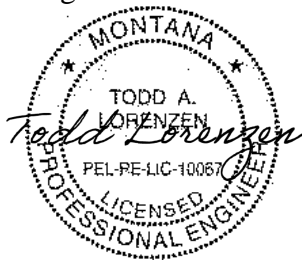
for other structures or purposes. Other parties contemplating other structures or purposes other than what this report was written are directed to contact LSM.

## 4.2 Level of Care

Services performed by LSM's personnel for this project have been conducted with the level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar budget and time restraints. No warranty, expressed or implied, is made.

### Professional Certification

I hereby certify that this report was prepared by me and that I am a duly Licensed Professional Engineer under the laws of the State of Montana.



November 11, 2024

Todd Lorenzen, P.E.  
Geotechnical Engineer

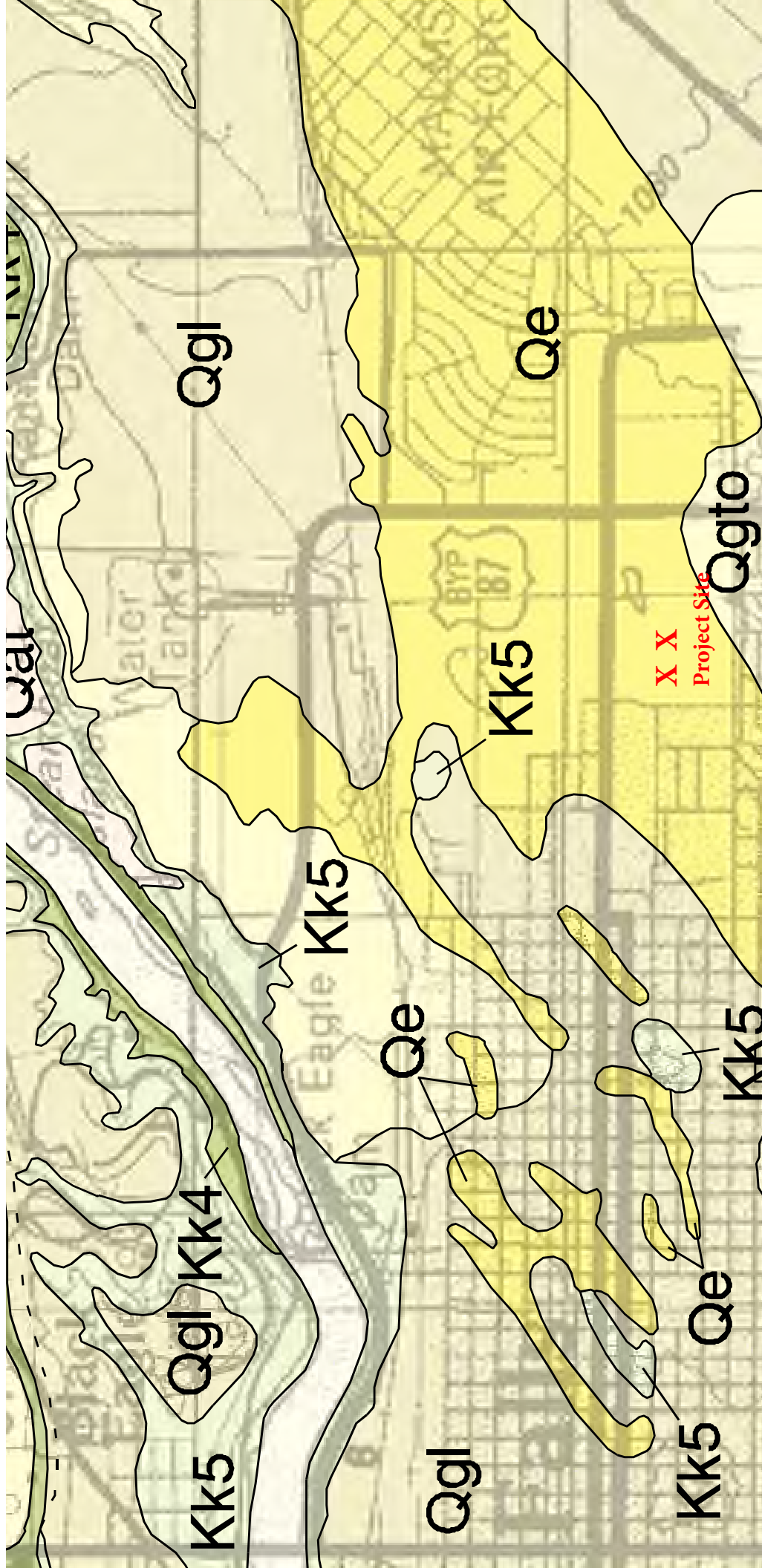


Figure 1: Portion of the MBMG Open File Report 459 "Geologic Map of the Great Falls North 30' x 60' 'drangle'", 2002; Compiled and Mapped by Susan M. Vuke, Roger B. Colton, and David S. Fullerton.



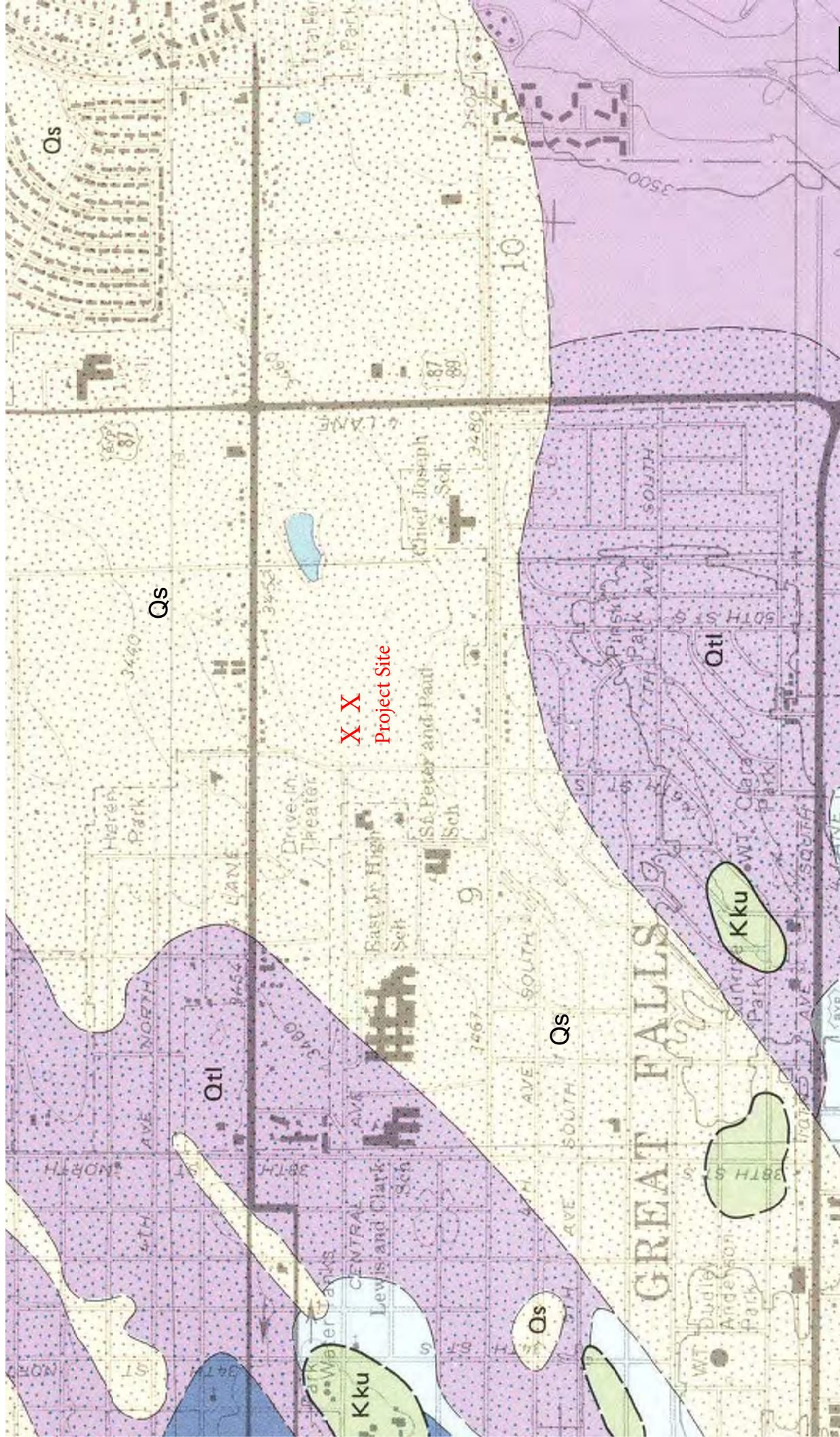


Figure 2: U.S. Department of the Interior U.S.G.S. Miscellaneous Investigations Series Map I-1025, "The Engineering Geology of the City of Great Falls and Vicinity, Montana", 1977; by Richard Lemke and Edwin Maughn.



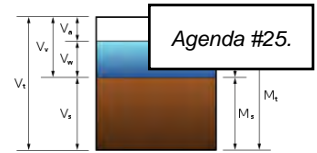


Figure 3: U.S. Department of the Interior U.S.G.S. Miscellaneous Investigations Series Map I-1025, "The Engineering Geology of the City of Great Falls and Vicinity, Montana", 1977; by Richard Lemke and Edwin Maughn.















### Figure 4: Test Pit Location





## APPENDIX A. LOGS OF TEST PIT, TESTING RESULTS, AND DESIGN INFORMATION

## GENERAL NOTES

### DRILLING & SAMPLING SYMBOLS:

SS:		Split Spoon - 1-3/8" I.D., 2" O.D., unless otherwise noted	CA:		Casing Advancer
ST:		Thin-Walled Tube - 2" O.D., unless otherwise noted	DA:		Drill Auger
CB:		California Sampler - 2" I.D., 2.5" O.D., unless otherwise noted	HA:		Hand Auger
DB:		Diamond Bit Coring - 4", NX, unless otherwise noted	RB:		Rock Bit
BS:		Bulk Sample or Auger Sample	GS:		Grab Sample

The number of blows required to advance a standard 2-inch O.D. split-spoon sampler (SS) the last 12 inches of the total 18-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value". The field blow counts are reported for each 6-inch interval, or portion thereof if greater than 50 blows are required to advance the full 6-inch interval. For over-sized split spoon samplers, non-standard hammers, or non-standard drop heights, the field penetration values are reported on the bore log. The values must be corrected to obtain the N-value.

WL:	Water Level	WS:	While Sampling	NE:	Not Encountered
WCI:	Wet Cave-In	WD:	 While Drilling		
DCI:	Dry Cave-In	BCR:	Before Casing Removal		
AB:	After Boring	ACR:	 After Casing Removal		

Groundwater table levels indicated on the boring logs are the levels measured in the borings at the times indicated. Groundwater table levels at other times and other locations across the site could vary. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater table levels may not be possible with only short-term observations.

**DESCRIPTIVE SOIL CLASSIFICATION:** Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: gravel or sand. Cobbles and boulders are not part of the USCS system but are included, when present, as percentages. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; depending on their plasticity, they are described as clay or silt. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils are defined on the basis of their consistency.

### CONSISTENCY OF FINE-GRAINED SOILS

<u>Unconfined Compressive Strength, Qu, psf</u>	<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Consistency</u>
< 500	0 - 1	Very Soft
500 - 1,000	2 - 4	Soft
1,001 - 2,000	5 - 8	Medium Stiff
2,001 - 4,000	9 - 15	Stiff
4,001 - 8,000	16 - 30	Very Stiff
8,000 +	30 +	Hard

### RELATIVE DENSITY OF COARSE-GRAINED SOILS

<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>California Barrel (CB) Blows/Ft.</u>	<u>Relative Density</u>
0 - 4	0 - 6	Very Loose
5 - 10	7 - 18	Loose
11 - 30	19 - 58	Medium Dense
31 - 50	59 - 98	Dense
50 +	99 +	Very Dense

### RELATIVE PROPORTIONS OF SAND AND GRAVEL

<u>Descriptive Term(s) of Other Constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 15
With	15 - 30
Modifier	> 30

### USCS\* GRAIN SIZE TERMINOLOGY

<u>Major Component of Sample</u>	<u>Particle Size</u>
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75 mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 Sieve (0.075mm)

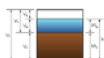
\*For AASHTO grain size the #4 sieve is replaced with the #10 sieve

### RELATIVE PROPORTIONS OF FINES

<u>Descriptive Term(s) of Other Constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 5
With	5 - 12
Modifiers	> 12

### PLASTICITY DESCRIPTION

<u>Term</u>	<u>Plasticity Index</u>
Non-Plastic	0
Slightly	1 - 5
Low	6 - 10
Medium	11 - 20
Highly	21 - 40
Very Highly	> 40





## GENERAL NOTES

### Description of Rock Properties

#### WEATHERING

Fresh	Rock fresh, crystals bright, few joints may show slight staining. Rock rings under hammer if crystalline.
Very Slight	Rock generally fresh, joints stained, some joints may show thin clay coatings, crystals in broken face show bright. Rock rings under hammer if crystalline.
Slight	Rock generally fresh, joints stained, and discoloration extends into rock up to 1 in. Joints may contain clay. In granitoid rocks some occasional feldspar crystals are dull and discolored. Crystalline rocks ring under hammer.
Moderate	Significant portions of rock show discoloration and weathering effects. In granitoid rocks, most feldspars are dull and discolored; some show clayey. Rock has dull sound under hammer and shows significant loss of strength as compared with fresh rock.
Moderately Severe	All rock except quartz discolored or stained. In granitoid rocks, all feldspars dull and discolored and majority show kaolinization. Rock shows severe loss of strength and can be excavated with geologist's pick.
Highly	All rock except quartz discolored or stained. Rock "fabric" clear and evident, but reduced in strength to strong soil. In granitoid rocks, all feldspars kaolinized to some extent. Some fragments of strong rock usually left.
Very Highly	All rock except quartz discolored or stained. Rock "fabric" discernible, but mass effectively reduced to "soil" with only fragments of strong rock remaining.
Complete/Residual Soil	Rock reduced to "soil". Rock "fabric" not discernible or discernible only in small, scattered locations. Quartz may be present as dikes or stringers.

#### FIELD HARDNESS (for engineering description of rock not to be confused with Moh's scale for minerals)

Very Hard	Cannot be scratched with knife or sharp pick. Breaking of hand specimens requires several hard blows of geologist's pick.
Hard	Can be scratched with knife or pick only with difficulty. Hard blow of hammer required to detach hand specimen.
Moderately Hard	Can be scratched with knife or pick. Gouges or grooves to 1/4 in. deep can be excavated by hard blow of point of a geologist's pick. Hand specimens can be detached by moderate blow.
Medium	Can be grooved or gouged 1/16 in. deep by firm pressure on knife or pick point. Can be excavated in small chips to pieces about 1-in. maximum size by hard blows of the point of a geologist's pick.
Soft	Can be gouged or grooved readily with knife or pick point. Can be excavated in chips to pieces several inches in size by moderate blows of a pick point. Small thin pieces can be broken by finger pressure.
Very Soft	Can be carved with knife. Can be excavated readily with point of pick. Pieces 1-in. or more in thickness can be broken with finger pressure. Can be scratched readily by fingernail.

#### Joint, Bedding and Foliation Spacing in Rock <sup>a</sup>

Spacing		Joints	Bedding/Foliation
Less than 2 in.		Very Close	Very Thin
2 in. - 1 ft.		Close	Thin
1 ft. - 3 ft.		Moderately Close	Medium
3 ft.-10 ft.		Wide	Thick
More than 10 ft.		Very Wide	Very thick

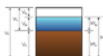
  

Rock Quality Designation (RQD) <sup>b</sup>		Joint Openness Descriptors	
ROD, as a percentage	Diagnostic description	Openness	Descriptor
Exceeding 90	Excellent	No Visible Separation	Tight
90 - 75	Good	Less than 1/32 in.	Slightly Open
74 - 50	Fair	1/32 to 1/8 in.	Moderately Open
49 - 25	Poor	1/8 to 3/8 in.	Open
Less than 25	Very poor	1/2 in. to 1 1/4 in.	Moderately Wide
		Greater than 1 1/4 in.	Wide

a. Spacing refers to the distance normal to the planes of the described feature, which are parallel to each other or nearly so.

b. RQD (given as a percentage) = ( $\Sigma$  of core 4 in. and longer) / (length of run).

References: American Society of Civil Engineers Manuals and Reports on Engineering Practice - No. 56, American Society of Civil Engineers, 1976.  
 U.S. Department of the Interior, Bureau of Reclamation, Engineering Geology Field Manual.  
 AASHTO M145, 2010.





# UNIFIED SOIL CLASSIFICATION SYSTEM

## Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>				Soil Classification	
				Group Symbol	Group Name <sup>B</sup>
Coarse Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines	Cu ≥ 4 and 1 ≤ Cc ≤ 3	GW	Well-graded Gravel <sup>F</sup>
			Cu < 4 and/or 1 > Cc > 3	GP	Poorly graded gravel <sup>F</sup>
		Gravels with Fines More than 12% fines	Fines classify as ML or MH	GM	Silty Gravel <sup>F,G,H</sup>
			Fines classify as CL or CH	GC	Clayey Gravel <sup>F,G,H</sup>
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines	Cu ≥ 6 and 1 ≤ Cc ≤ 3	SW	Well-graded Sand <sup>I</sup>
			Cu < 6 and/or 1 > Cc > 3	SP	Poorly graded Sand <sup>I</sup>
		Sands with Fines More than 12% fines	Fines classify as ML or MH	SM	Silty Sand <sup>G,H,I</sup>
			Fines classify as CL or CH	SC	Clayey Sand <sup>G,H,I</sup>
Fine-Grained Soils 50% or more passes the No. 200 sieve	Silts and Clays Liquid limit less than 50	inorganic	PI > 7 and plots on or above "A" line	CL	Lean Clay <sup>K,L,M</sup>
			PI < 4 or plots below "A" line	ML	Silt <sup>K,L,M</sup>
		organic	<u>Liquid limit - oven dried</u> < 0.75	OL	Organic Clay <sup>K,L,M,N</sup>
			Liquid limit - not dried		Organic Silt <sup>K,L,M,O</sup>
	Silts and Clays Liquid Limit 50 or more	inorganic	PI plots on or above "A" Line	CH	Fat Clay <sup>K,L,M</sup>
			PI plots below "A" line	MH	Elastic Silt <sup>K,L,M</sup>
		organic	<u>Liquid limit - oven dried</u> < 0.75	OH	Organic Clay <sup>K,L,M,P</sup>
			Liquid limit - not dried		Organic Silt <sup>K,L,M,Q</sup>
Highly organic soils	Primarily organic matter, dark in color, and organic odor			PT	Peat

<sup>A</sup> Based on the material passing the 3-in. (75-mm) sieve

<sup>B</sup> If field sample contains cobbles and/or boulders, add "with cobbles or boulders, or both" as necessary to group name.

<sup>C</sup> Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

<sup>D</sup> Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$^E Cu = D_{60} / D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

<sup>F</sup> If soil contains  $\geq 15\%$  sand, add "with sand" to group name.

<sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

<sup>H</sup> If fines are organic, add "with organic fines" to group name.

<sup>I</sup> If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.

<sup>J</sup> If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

<sup>K</sup> If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

<sup>L</sup> If soil contains  $\geq 30\%$  plus No. 200, predominantly sand, add "sandy" to group name.

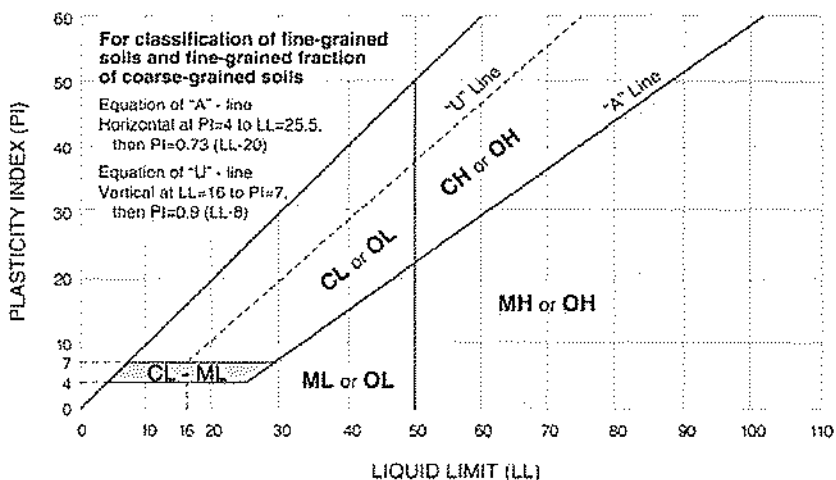
<sup>M</sup> If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

<sup>N</sup>  $PI \geq 4$  and plots on or above "A" line.

<sup>O</sup>  $PI < 4$  or plots below "A" line.

<sup>P</sup>  $PI$  plots on or above "A" line.

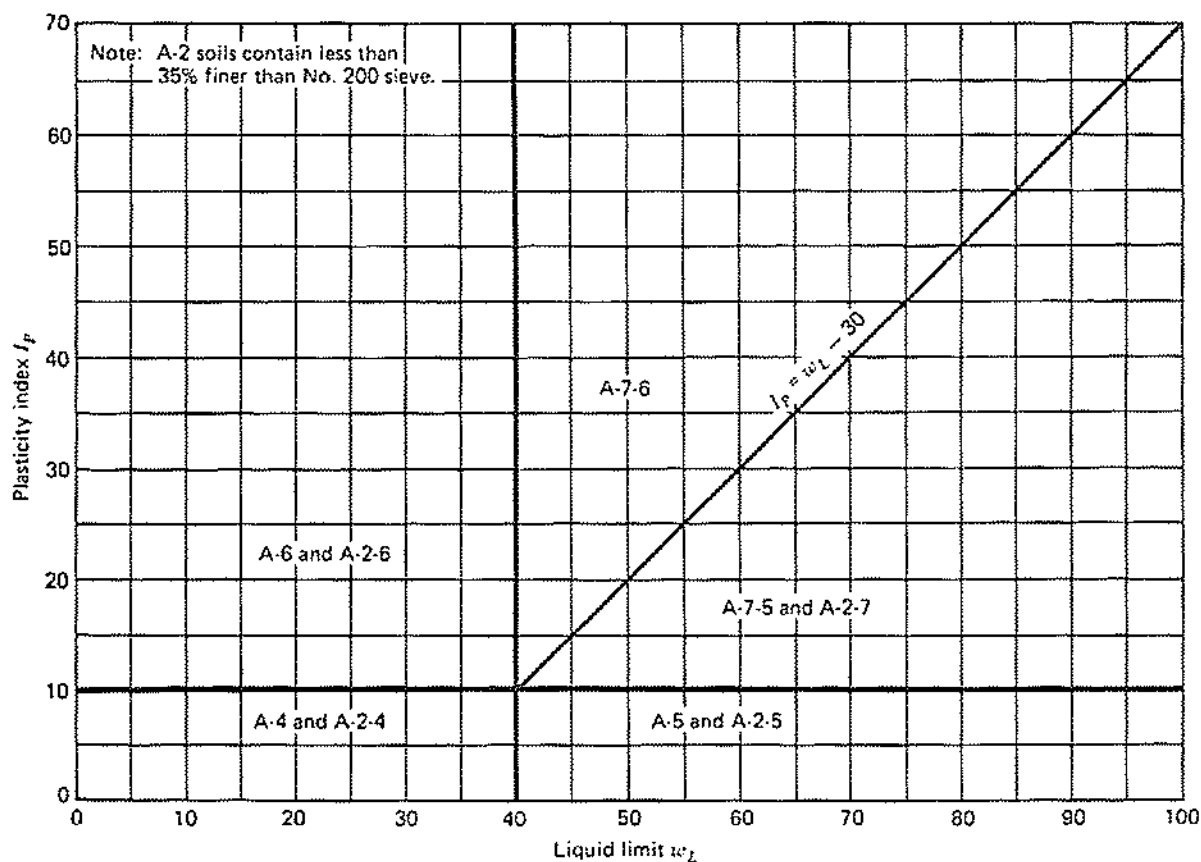
<sup>Q</sup>  $PI$  plots below "A" line.



## AASHTO SOIL CLASSIFICATION SYSTEM

General classification	Granular materials (35 percent or less of total sample passing No. 200)							Silt-clay material (More than 35 percent of total sample passing No. 200)			
Group classification	A-1		A-3	A-2				A-4	A-5	A-6	A-7 <sup>1</sup>
	A-1-a	A-1-b		A-2-4	A-2-5	A-2-6	A-2-7				A-7-5 A-7-6
Sieve analysis percent passing No. 10 No. 40 No. 200	50 max 30 max 15 max	50 max 25 max	51 max 10 max	35 max	35 max	35 max	35 max	36 min	36 min	36 min	36 min
Characteristics of fraction passing No. 40 Liquid limit, $w_L$ Plastic Index, $I_p$	6 max		NP	40 max 10 max	41 min 10 max	40 max 11 min	41 min 11 min	40 max 10 max	41 min 10 max	40 max 11 min	41 min 11 min
Significant constituent materials	gravel and sand		fine sand	silty and clayey gravel and sand				silty soils		clayey soils	

<sup>1</sup> Plasticity index of A-7-5 subgroup is equal to or less than  $LL - 30$ . Plasticity index of A-7-6 subgroup is greater than  $LL - 30$ .



# TEST PIT NUMBER

PAGE 1 OF 1

Lorenzen Soil Mechanics, Inc.  
5730 Expressway Unit H  
Missoula, MT 59808  
Telephone: 406-830-0633

<b>CLIENT</b> <u>Upslope Development</u>	<b>PROJECT NAME</b> <u>46<sup>th</sup> St. S &amp; Central Avenue</u>
<b>PROJECT NUMBER</b> <u>AK24</u>	<b>PROJECT LOCATION</b> <u>Great Falls</u>
<b>DATE STARTED</b> <u>7/17/24</u> <b>COMPLETED</b> <u>7/17/24</u>	<b>GROUND ELEVATION</b> <u>3459 ft</u> <b>TEST PIT SIZE</b> <u>36 inches</u>
<b>EXCAVATION CONTRACTOR</b> <u>Let 'er Buck Construction</u>	<b>GROUND WATER LEVELS:</b>
<b>EXCAVATION METHOD</b> <u>CASE CX60C Mini-Excavator</u>	<b>AT TIME OF EXCAVATION</b> <u>--- GW table was not encountered.</u>
<b>LOGGED BY</b> <u>Lorenzen</u> <b>CHECKED BY</b> <u>Lorenzen</u>	<b>AT END OF EXCAVATION</b> <u>--- GW table was not encountered.</u>
<b>NOTES</b> <u>N47° 30.295'; W111° 13.636'</u>	<b>AFTER EXCAVATION</b> <u>---</u>

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 11/10/24 13:41 - C:\USER\STODD LORENZEN\DOCUMENTS\LORENZEN SOIL MECHANICS\UPSLOPE GROUP - RYAN FREY\5.0 DELIVERABLES\UPSLOPE.GPJ

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0						
	GB	MC = 7%	CL		(CL) TOPSOIL, Clayey Loam, with Vegetative Organics, trace Calcareous Specks; dry; brown (10YR 4/3) with white (10YR 8/1) specks; matrix has no reaction to 10% HCl solution, specks have a strong reaction to 10% HCl solution.	3458.7
			CL		Army Corps of Engineers Cone Penetrometer was pushed 7.75 inches under a 320 psi loading at the ground surface.	
	GB	MC = 8%				3457.8
					(CL) Sandy Lean CLAY with Calcareous Partings; tight, blocky structure; dry to damp; dark yellowish brown (10YR 4/4) with grayish brown (10YR 5/2) partings; matrix has no reaction to 10% HCl solution, partings has a strong reaction to 10% HCl solution; highly plastic; high dry strength, crumbly.	
2.5						
	GB	MC = 12%	CH		(CH) Fat CLAY with Calcareous Inclusions; tight, blocky structure; damp; dark gray (10YR 4/1) matrix with white (10YR 8/1) inclusions; matrix has no reaction to 10% HCl solution, inclusions have a strong reaction to 10% HCl solution; highly plastic; high dry strength, brittle.	
					Army Corps of Engineers Cone Penetrometer was pushed 2.5 inches under a 320 psi loading at 3 feet.	
5.0						3454.0
			CH		(CH) Fat CLAY with fewer Calcareous Inclusions than above; tight, blocky structure; damp; brown (10YR 4/3) and very dark gray (10YR 3/1) matrix with white (10YR 8/1) inclusions; matrix has no reaction to 10% HCl solution, inclusions have a strong reaction to 10% HCl solution; highly plastic; high dry strength, brittle.	
	GB	MC = 13%				3452.8

Bottom of test pit at 6.3 feet.

# TEST PIT NUMBER

PAGE 1 OF 1

Lorenzen Soil Mechanics, Inc.  
5730 Expressway Unit H  
Missoula, MT 59808  
Telephone: 406-830-0633

<b>CLIENT</b> <u>Upslope Development</u>	<b>PROJECT NAME</b> <u>46<sup>th</sup> St. S &amp; Central Avenue</u>
<b>PROJECT NUMBER</b> <u>AK24</u>	<b>PROJECT LOCATION</b> <u>Great Falls</u>
<b>DATE STARTED</b> <u>7/17/24</u> <b>COMPLETED</b> <u>7/17/24</u>	<b>GROUND ELEVATION</b> <u>3456 ft</u> <b>TEST PIT SIZE</b> <u>36 inches</u>
<b>EXCAVATION CONTRACTOR</b> <u>Let 'er Buck Construction</u>	<b>GROUND WATER LEVELS:</b>
<b>EXCAVATION METHOD</b> <u>CASE CX60C Mini-Excavator</u>	<b>AT TIME OF EXCAVATION</b> <u>--- GW table was not encountered.</u>
<b>LOGGED BY</b> <u>Lorenzen</u> <b>CHECKED BY</b> <u>Lorenzen</u>	<b>AT END OF EXCAVATION</b> <u>--- GW table was not encountered.</u>
<b>NOTES</b> <u>N47° 30.310'; W111° 13.460'</u>	<b>AFTER EXCAVATION</b> <u>---</u>

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 11/10/24 13:41 - C:\USERSTODD LORENZEN\DOCUMENTS\LORENZEN SOIL MECHANICS\UPSLOPE GROUP - RYAN FREY\5.0 DELIVERABLES\UPSLOPE.GPJ

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0						
	GB	MC = 4%	ML		(ML) TOPSOIL, Sandy Loam, with Vegetative Organics; dry; dark grayish brown (10YR 4/2); 10% HCl solution beaded on sample. Army Corps of Engineers Cone Penetrometer was pushed 3.25 inches under a 320 psi loading at the ground surface.	3455.7
	GB	MC = 7%	ML		(ML) Sandy SILT; tight; dry to damp; dark yellowish brown (10YR 3/4); no reaction to 10% HCl solution; low plasticity; medium dry strength, friable.	
2.5						3453.6
	GB	MC = 9%	SP-SM		(SP-SM) Poorly Graded SAND with Silt; damp to moist; dark yellowish brown (10YR 4/4); strong reaction to 10% HCl solution. Army Corps of Engineers Cone Penetrometer was pushed 15.5 inches under a 320 psi loading at 3 feet.	
5.0						
	GB	MC = 12%	CL		(CL) Lean CLAY with Calcareous Inclusions; damp; very dark grayish brown (2.5Y 3/2) with white (2.5Y 8/1) inclusions; strong reaction to 10% HCl solution; high plasticity; medium dry strength, crumbly.	3450.8
	GB	MC = 21%	CL			3449.5
	GB	MC = 23%	CH		(CH) Fat CLAY with Calcareous Partings; damp; dark grayish brown (2.5Y 4/2) with olive brown (2.5Y 4/4) partings; strong reaction to 10% HCl solution; very high plasticity; high dry strength, brittle.	3449.0

Bottom of test pit at 7.0 feet.

PROJECT NAME 46<sup>th</sup> St. S & Central Avenue

PROJECT LOCATION Great Falls









GROUND ELEVATION 3457 ft TEST PIT SIZE 36 inches

GROUND WATER LEVELS:

AT TIME OF EXCAVATION --- GW table was not encountered.

AT END OF EXCAVATION --- GW table was not encountered.

AFTER EXCAVATION ---

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION		
0.0	 GB	MC = 1%	SM		(SM) TOPSOIL, Sandy Loam, with Vegetative Organics; dry; dark brown (7.5YR 3/2); 10% HCl solution beaded on sample. Army Corps of Engineers Cone Penetrometer was pushed 6 inches under a 320 psi loading at the ground surface.	3456.8	
			SP		(SP) Poorly Graded SAND; dry; dark brown (7.5YR 3/2); no reaction to 10% HCl solution.		
	 GB	MC = 2%					
2.5							3454.5
	 GB	MC = 6%				Army Corps of Engineers Cone Penetrometer was pushed its full 21 inches under a 140 psi loading at 3 feet.	
5.0			SP				
	 GB	MC = 5% Fines = 3%					
7.5					(SP) Poorly Graded SAND; damp to moist; reddish brown (2.5YR 4/4,4/3); strong reaction to 10% HCl solution.	3450.0	
	 GB	MC = 6% Fines = 3%	SP				
10.0							
	 GB	MC = 13%				3446.0	

Bottom of test pit at 11.0 feet.



# TEST PIT NUMBER

PAGE 1 OF 1

Lorenzen Soil Mechanics, Inc.  
5730 Expressway Unit H  
Missoula, MT 59808  
Telephone: 406-830-0633

<b>CLIENT</b> <u>Upslope Development</u>	<b>PROJECT NAME</b> <u>46<sup>th</sup> St. S &amp; Central Avenue</u>
<b>PROJECT NUMBER</b> <u>AK24</u>	<b>PROJECT LOCATION</b> <u>Great Falls</u>
<b>DATE STARTED</b> <u>7/17/24</u> <b>COMPLETED</b> <u>7/17/24</u>	<b>GROUND ELEVATION</b> <u>3463 ft</u> <b>TEST PIT SIZE</b> <u>36 inches</u>
<b>EXCAVATION CONTRACTOR</b> <u>Let 'er Buck Construction</u>	<b>GROUND WATER LEVELS:</b>
<b>EXCAVATION METHOD</b> <u>CASE CX60C Mini-Excavator</u>	<b>AT TIME OF EXCAVATION</b> <u>--- GW table was not encountered.</u>
<b>LOGGED BY</b> <u>Lorenzen</u> <b>CHECKED BY</b> <u>Lorenzen</u>	<b>AT END OF EXCAVATION</b> <u>--- GW table was not encountered.</u>
<b>NOTES</b> <u>N47° 30.236'; W111° 13.267'</u>	<b>AFTER EXCAVATION</b> <u>---</u>

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DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					
0.3	GB	MC = 3%	SM		(SM) TOPSOIL, Sandy Loam, with Vegetative Organics; dry; dark brown (7.5YR 3/2); 10% HCl solution beaded on sample. Army Corps of Engineers Cone Penetrometer was pushed 3 inches under a 320 psi loading at the ground surface.
2.5	GB	MC = 5%	SM		(SM) Silty SAND; dry to damp; reddish brown (2.5YR 5/3, 4/4, 5/4); medium to strong reaction to 10% HCl solution. Fines are slightly plastic.
	GB	MC = 6%	SM		Army Corps of Engineers Cone Penetrometer was pushed 12 inches under a 320 psi loading at 3.4 feet.
7.5	GB	MC = 14%	CL		(CL) Lean CLAY with a dendritic pattern of Calcareous Inclusions; damp; reddish brown (2.5YR 4/4, 4/3) with light reddish gray (2.5YR 7/1) inclusions; strong reaction to 10% HCl solution; medium plastic; medium dry strength, crumbly.
8.5	GB	MC = 19%	CH		(CH) Fat CLAY with Calcareous Inclusions; damp; dusky red (2.5Y 3/2) with light reddish gray (2.5Y 7/1) inclusions; strong reaction to 10% HCl solution; very high plasticity; high dry strength, brittle.

Bottom of test pit at 8.5 feet.

# TEST PIT NUMBER

PAGE 1 OF 1

Lorenzen Soil Mechanics, Inc.  
5730 Expressway Unit H  
Missoula, MT 59808  
Telephone: 406-830-0633

<b>CLIENT</b> <u>Upslope Development</u>	<b>PROJECT NAME</b> <u>46<sup>th</sup> St. S &amp; Central Avenue</u>
<b>PROJECT NUMBER</b> <u>AK24</u>	<b>PROJECT LOCATION</b> <u>Great Falls</u>
<b>DATE STARTED</b> <u>7/17/24</u> <b>COMPLETED</b> <u>7/17/24</u>	<b>GROUND ELEVATION</b> <u>3464 ft</u> <b>TEST PIT SIZE</b> <u>36 inches</u>
<b>EXCAVATION CONTRACTOR</b> <u>Let 'er Buck Construction</u>	<b>GROUND WATER LEVELS:</b>
<b>EXCAVATION METHOD</b> <u>CASE CX60C Mini-Excavator</u>	<b>AT TIME OF EXCAVATION</b> <u>--- GW table was not encountered.</u>
<b>LOGGED BY</b> <u>Lorenzen</u> <b>CHECKED BY</b> <u>Lorenzen</u>	<b>AT END OF EXCAVATION</b> <u>--- GW table was not encountered.</u>
<b>NOTES</b> <u>N47° 30.3232'; W111° 13.388'</u>	<b>115days AFTER EXCAVATION</b> <u>--- GW table was not encountered.</u>

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DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0						
	GB	MC = 15%	SM		(SM) TOPSOIL, Sandy Loam, with Vegetative Organics; dry; very dark brown (7.5YR 2.5/3); 10% HCl solution beaded on sample. Army Corps of Engineers Cone Penetrometer was pushed 3 inches under a 320 psi loading at the ground surface.	3463.8
			SP		(SP) Poorly Graded SAND; dry; dark brown (7.5YR 3/3); no reaction to 10% HCl solution.	
	GB	MC = 3%				
2.5						3461.5
	GB	MC = 5%	SP		(SP) Poorly Graded SAND; dry; reddish brown (2.5YR 5/4); strong reaction to 10% HCl solution.  Army Corps of Engineers Cone Penetrometer was pushed 3 inches under a 320 psi loading at 3 feet.	
						3459.7
5.0	GB	MC = 20%	CH		(CH) Fat CLAY with Calcareous Inclusions; damp; dusky red (2.5Y 3/2) with light reddish gray (2.5Y 7/1) inclusions; strong reaction to 10% HCl solution; very high plasticity; high dry strength, brittle.	
			CH		(CH) Fat CLAY with Calcareous Inclusions; damp; dusky red (2.5Y 3/2) with white (2.5Y 8/1) inclusions; matrix has no reaction to 10% HCl solution, inclusions have a strong reaction to 10% HCl solution; very high plasticity; high dry strength, brittle.	3458.0
	GB	MC = 17%				3457.0
Bottom of test pit at 7.0 feet.						

# TEST PIT NUMBER 11-00

PAGE 1 OF 1

Lorenzen Soil Mechanics, Inc.  
5730 Expressway Unit H  
Missoula, MT 59808  
Telephone: 406-830-0633

<b>CLIENT</b> <u>Upslope Development</u>	<b>PROJECT NAME</b> <u>46<sup>th</sup> St. S &amp; Central Avenue</u>
<b>PROJECT NUMBER</b> <u>AK24</u>	<b>PROJECT LOCATION</b> <u>Great Falls</u>
<b>DATE STARTED</b> <u>7/17/24</u> <b>COMPLETED</b> <u>7/17/24</u>	<b>GROUND ELEVATION</b> <u>3461 ft</u> <b>TEST PIT SIZE</b> <u>36 inches</u>
<b>EXCAVATION CONTRACTOR</b> <u>Let 'er Buck Construction</u>	<b>GROUND WATER LEVELS:</b>
<b>EXCAVATION METHOD</b> <u>CASE CX60C Mini-Excavator</u>	<b>AT TIME OF EXCAVATION</b> <u>--- GW table was not encountered.</u>
<b>LOGGED BY</b> <u>Lorenzen</u> <b>CHECKED BY</b> <u>Lorenzen</u>	<b>AT END OF EXCAVATION</b> <u>--- GW table was not encountered.</u>
<b>NOTES</b> <u>N47° 30.227'; W111° 13.510'</u>	<b>AFTER EXCAVATION</b> <u>---</u>

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 11/10/24 13:41 - C:\USER\TODD LORENZEN\DOCUMENTS\LORENZEN SOIL MECHANICS\UPSLOPE GROUP - RYAN FREY\5.0 DELIVERABLES\UPSLOPE.GPJ

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					
	GB	MC = 6%	ML		(ML) TOPSOIL, Silty Loam, with Vegetative Organics; dry; very dark brown (7.5YR 2.5/2); no reaction to 10% HCl solution.
					Army Corps of Engineers Cone Penetrometer was pushed 4.25 inches under a 320 psi loading at the ground surface. 3459.5
2.5	GB	MC = 13%	SM		(SM) Silty SAND; moist; very dark brown (2.5YR 2.5/2) and dark gray (7.5YR 4/1); no reaction to 10% HCl solution. Fines have low plasticity.
					3458.3
	GB	MC = 19%	CL		(CL) Lean CLAY with Calcareous Specks; moist; dark gray (7.5YR 4/1) with white (7.5YR 8/1) specks; matrix has no reaction to 10% HCl solution, specks have a strong reaction to 10% HCl solution.
5.0					Army Corps of Engineers Cone Penetrometer was pushed its full 21 inches under a 280 psi loading at 3.75 feet.
	GB	MC = 19%			
					3455.0

Bottom of test pit at 6.0 feet.

# TEST PIT NUMBER

PAGE 1 OF 1

Lorenzen Soil Mechanics, Inc.  
5730 Expressway Unit H  
Missoula, MT 59808  
Telephone: 406-830-0633

<b>CLIENT</b> <u>Upslope Development</u>	<b>PROJECT NAME</b> <u>46<sup>th</sup> St. S &amp; Central Avenue</u>
<b>PROJECT NUMBER</b> <u>AK24</u>	<b>PROJECT LOCATION</b> <u>Great Falls</u>
<b>DATE STARTED</b> <u>7/17/24</u> <b>COMPLETED</b> <u>7/17/24</u>	<b>GROUND ELEVATION</b> <u>3463 ft</u> <b>TEST PIT SIZE</b> <u>36 inches</u>
<b>EXCAVATION CONTRACTOR</b> <u>Let 'er Buck Construction</u>	<b>GROUND WATER LEVELS:</b>
<b>EXCAVATION METHOD</b> <u>CASE CX60C Mini-Excavator</u>	<b>AT TIME OF EXCAVATION</b> <u>--- GW table was not encountered.</u>
<b>LOGGED BY</b> <u>Lorenzen</u> <b>CHECKED BY</b> <u>Lorenzen</u>	<b>AT END OF EXCAVATION</b> <u>--- GW table was not encountered.</u>
<b>NOTES</b> <u>N47° 30.227'; W111° 13.654'</u>	<b>AFTER EXCAVATION</b> <u>---</u>

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DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0						
	GB	MC = 10%	ML		(ML) TOPSOIL, Silty Loam, with Vegetative Organics; dry; very dark brown (7.5YR 2.5/2); no reaction to 10% HCl solution.	
			GP		Army Corps of Engineers Cone Penetrometer was pushed 4.25 inches under a 320 psi loading at the ground surface.	3462.3 3462.0
	GB	MC = 5%	SM		(GP) ROCK SLAB Layer - Cobble-sized Sandstone, flat. (SM) Silty SAND; damp; dark brown (7.5YR 3/2); no reaction to 10% HCl solution. Fines are slightly plastic.	
2.5						3460.5
	GB	MC = 17%	CH		(CH) Fat CLAY with Calcareous Inclusions; moist; brown (2.5Y 4/3) with light reddish gray (2.5Y 7/1) inclusions; strong reaction to 10% HCl solution; very high plasticity; high dry strength, brittle.	
					Army Corps of Engineers Cone Penetrometer was pushed 16.75 inches under a 320 psi loading at 3.3 feet.	
5.0						3458.0
	GB	MC = 25%	CH		(CH) Fat CLAY with Calcareous Inclusions; moist; black (2.5Y 4/1) with light reddish gray (2.5Y 7/1) inclusions; strong reaction to 10% HCl solution; very high plasticity; high dry strength, brittle.	
						3456.5

Bottom of test pit at 6.5 feet.

# TEST PIT NUMBER

PAGE 1 OF 1

Lorenzen Soil Mechanics, Inc.  
5730 Expressway Unit H  
Missoula, MT 59808  
Telephone: 406-830-0633

**CLIENT** Upslope Development  
**PROJECT NUMBER** AK24  
**DATE STARTED** 7/17/24 **COMPLETED** 7/17/24  
**EXCAVATION CONTRACTOR** Let 'er Buck Construction  
**EXCAVATION METHOD** CASE CX60C Mini-Excavator  
**LOGGED BY** Lorenzen **CHECKED BY** Lorenzen  
**NOTES** N47° 30.267'; W111° 13.463'

**PROJECT NAME** 46<sup>th</sup> St. S & Central Avenue  
**PROJECT LOCATION** Great Falls  
**GROUND ELEVATION** 3457 ft **TEST PIT SIZE** 36 inches  
**GROUND WATER LEVELS:**  
**AT TIME OF EXCAVATION** --- GW table was not encountered.  
**AT END OF EXCAVATION** --- GW table was not encountered.  
**115days AFTER EXCAVATION** --- GW table was not encountered.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 11/10/24 13:41 - C:\USERS\TODD LORENZEN\DOCUMENTS\LORENZEN SOIL MECHANICS\UPSLOPE GROUP - RYAN FREY\5.0 DELIVERABLES\UPSLOPE.GPJ

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0						
	GB	MC = 2%	SM		(SM) TOPSOIL, Silty Loam, with Vegetative Organics; dry; brown (7.5YR 4/2); 10% HCl solution beaded on the sample. Army Corps of Engineers Cone Penetrometer was pushed 3 inches under a 320 psi loading at the ground surface. (SP) Poorly Graded SAND; dry; dark brown (7.5YR 3/3); no reaction to 10% HCl solution.	3456.7
2.5	GB	MC = 4%	SP			
	GB	MC = 6%	SP		(SP) Poorly Graded SAND; damp; very dark brown (7.5YR 2.5/2); no reaction to 10% HCl solution.  Army Corps of Engineers Cone Penetrometer was pushed its full 21 inches under a 320 psi loading at 3.5 feet.	3454.0
5.0	GB	MC = 7%	SP		(SP) Poorly Graded SAND; damp; dark brown (7.5YR 3/3); no reaction to 10% HCl solution.	3452.0
7.5						
	GB	MC = 11%	SP		(SP) Poorly Graded SAND; moist; olive brown (2.5Y 4/4); strong reaction to 10% HCl solution.	3448.0
10.0						
	GB	MC = 11%				3446.5

Bottom of test pit at 10.5 feet.



# TEST PIT NUMBER

PAGE 1 OF 1

Lorenzen Soil Mechanics, Inc.  
5730 Expressway Unit H  
Missoula, MT 59808  
Telephone: 406-830-0633

<b>CLIENT</b> <u>Upslope Development</u>	<b>PROJECT NAME</b> <u>46<sup>th</sup> St. S &amp; Central Avenue</u>
<b>PROJECT NUMBER</b> <u>AK24</u>	<b>PROJECT LOCATION</b> <u>Great Falls</u>
<b>DATE STARTED</b> <u>7/17/24</u> <b>COMPLETED</b> <u>7/17/24</u>	<b>GROUND ELEVATION</b> <u>3460 ft</u> <b>TEST PIT SIZE</b> <u>36 inches</u>
<b>EXCAVATION CONTRACTOR</b> <u>Let 'er Buck Construction</u>	<b>GROUND WATER LEVELS:</b>
<b>EXCAVATION METHOD</b> <u>CASE CX60C Mini-Excavator</u>	<b>AT TIME OF EXCAVATION</b> <u>--- GW table was not encountered.</u>
<b>LOGGED BY</b> <u>Lorenzen</u> <b>CHECKED BY</b> <u>Lorenzen</u>	<b>AT END OF EXCAVATION</b> <u>--- GW table was not encountered.</u>
<b>NOTES</b> <u>N47° 30.302'; W111° 13.331'</u>	<b>115days AFTER EXCAVATION</b> <u>--- GW table was not encountered.</u>

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DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0						
	GB	MC = 1%	SM		(SM) TOPSOIL, Silty Loam, with Vegetative Organics; dry; dark yellowish brown (10YR 4/4); 10% HCl solution beaded on the sample. Army Corps of Engineers Cone Penetrometer was pushed 3 inches under a 320 psi loading at the ground surface.	3459.8
	GB	MC = 3%	SP		(SP) Poorly Graded SAND; dry to damp; dark brown (7.5YR 3/4); weak to medium reaction to 10% HCl solution.	
2.5						
	GB	MC = 4%			Army Corps of Engineers Cone Penetrometer was pushed 13.75 inches under a 320 psi loading at 3 feet.	
						4.0 3456.0
5.0			SP		(SP) Poorly Graded SAND; damp; dark brown (7.5YR 3/4); medium reaction to 10% HCl solution.	
	GB	MC = 5%				
7.5						
						8.0 3452.0
	GB	MC = 6%	SP		(SP) Poorly Graded SAND; damp; dark brown (7.5YR 3/4); strong reaction to 10% HCl solution.	
10.0						
					(SP) Poorly Graded SAND; damp; olive brown (2.5Y 4/4); strong reaction to 10% HCl solution.	
	GB	MC = 7%				10.0 3450.0
						11.5 3448.5

Bottom of test pit at 11.5 feet.

Lorenzen Soil Mechanics, Inc.  
5730 Expressway Unit H  
Missoula, MT 59808  
Telephone: 406-830-0633

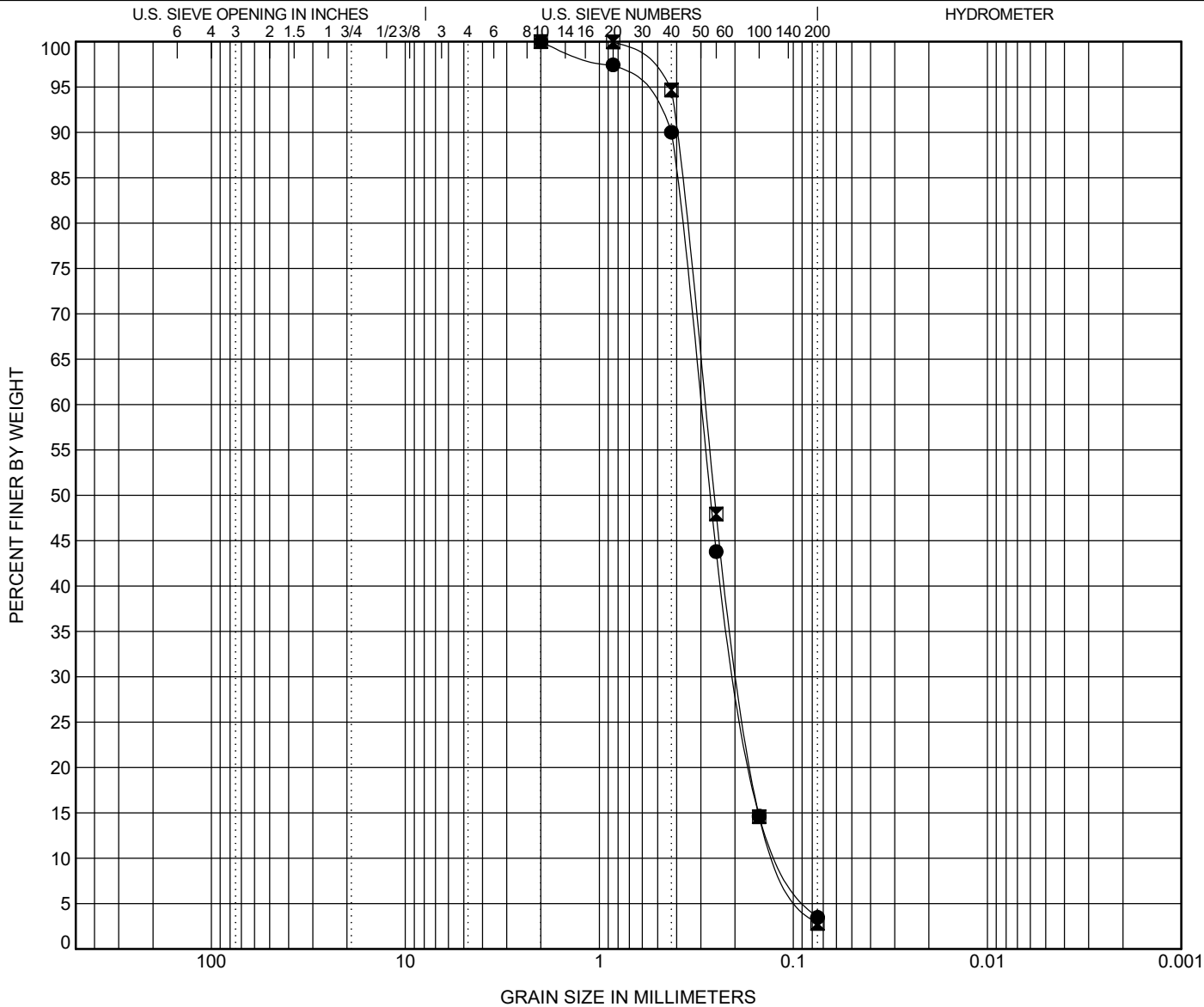
GRAIN SIZE DISTRIBUTION

CLIENT Upslope Development

PROJECT NAME 46<sup>th</sup> St. S & Central Avenue

PROJECT NUMBER AK24

PROJECT LOCATION Great Falls



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

BOREHOLE	DEPTH	Classification					LL	PL	PI	Cc	Cu
● TP-03	5.5	POORLY GRADED SAND(SP)								1.14	2.68
⊠ TP-03	8.5	POORLY GRADED SAND(SP)								1.10	2.50
BOREHOLE	DEPTH	D100	D60	D30	D10	%Gravel	%Sand	%Silt		%Clay	
● TP-03	5.5	2	0.301	0.196	0.112	0.0	96.5	3.5			
⊠ TP-03	8.5	2	0.287	0.19	0.114	0.0	97.2	2.8			

GRAIN SIZE - GINT STD US LAB.GDT - 11/10/24 13:31 - C:\USER\STODD LORENZEN\DOCUMENTS\LORENZEN SOIL MECHANICS\UPSLOPE GROUP - RYAN FREY\15.0 DELIVERABLES\UPSLOPE.GPJ

**MONTANA WELL LOG REPORT****Other Options**

This well log reports the activities of a licensed Montana well driller, serves as the official record of work done within the borehole and casing, and describes the amount of water encountered. This report is compiled electronically from the contents of the Ground Water Information Center (GWIC) database for this site. Acquiring water rights is the well owner's responsibility and is NOT accomplished by the filing of this report.

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[View field visits for this site](#)  
[View water quality for this site](#)  
[View scanned well log \(7/28/2006 9:18:30 AM\)](#)

**Site Name: BIG SKY MINI GOLF****GWIC Id: 201968****DNRC Water Right: 30002292****Section 1: Well Owner(s)**

1) BURGER, RODNEY (MAIL)  
 4408 14TH AVE. S  
 GREAT FALLS MT 59405 [07/22/2011]  
 2) BURGER, RODNEY (WELL)  
 5000 SECOND AVE. NORTH  
 GREAT FALLS MT 59405 [07/22/2011]  
 3) HARVIE, MARTIN W AND JEAN (MAIL)  
 5100 2ND AVE NORTH  
 GREAT FALLS MT 59405 [04/20/2002]

**Section 2: Location**

Township	Range	Section	Quarter Sections	Geocode
20N	04E	9	NW¼ SE¼ NE¼ NE¼	
County				
CASCADE				
Latitude	Longitude	Geomethod	Datum	
47.506224394444	-111.223449961111	SUR-GPS	NAD83	
Ground Surface Altitude	Ground Surface Method	Datum	Date	
3458.708	SUR-GPS	NAVD88	5/11/2012	
Measuring Point Altitude	MP Method	Datum	Date Applies	
3460.65	SUR-GPS	NAVD88	5/22/2008 6:10:00 PM	
Addition	Block	Lot		
BEEBE TRACTS		6A		

**Section 3: Proposed Use of Water**

DOMESTIC (1)

**Section 4: Type of Work**

Drilling Method: ROTARY  
 Status: NEW WELL

**Section 5: Well Completion Date**

Date well completed: Saturday, April 20, 2002

**Section 6: Well Construction Details****Borehole dimensions**

From	To	Diameter
0	43	9
43	536	6

**Casing**

From	To	Diameter	Wall Thickness	Pressure Rating	Joint	Type
-2	43	6	0.250			STEEL
10	536	5		250.00	THREADED	PVC

**Completion (Perf/Screen)**

From	To	Diameter	# of Openings	Size of Openings	Description
516	534	5	18	.125X6	SAW SLOTS

**Annular Space (Seal/Grout/Packer)**

From	To	Description	Cont. Fed?

**Section 7: Well Test Data**

Total Depth: 536  
 Static Water Level: 172  
 Water Temperature:

**Air Test \***

34 gpm with drill stem set at 530 feet for 1 hours.  
 Time of recovery 2 hours.  
 Recovery water level 172 feet.  
 Pumping water level    feet.

*\* During the well test the discharge rate shall be as uniform as possible. This rate may or may not be the sustainable yield of the well. Sustainable yield does not include the reservoir of the well casing.*

**Section 8: Remarks****Section 9: Well Log****Geologic Source**

330MDSN - MADISON GROUP OR LIMESTONE

From	To	Description
0	4	TOP SOIL SANDY CLAY
4	19	GRAY CLAY
19	35	BROWN SOFT SANDSONTE SANDY SHALE
35	43	GRAY SHALE WET AT 35 TO 40 FEET
43	65	GRAY SANDY SHALE
65	70	MAROON SHALE FIRM
70	78	GRAY SANDSTONE
78	81	GRAY SHALE
81	118	MAROON SANDSTONE WITH SOME THIN RED SHALE LAYERS
118	121	GRAY SHALE
121	127	RED SHALEROCK AND SHALE
127	130	GRAY SHALE
130	230	GRAY AND BROWN SANDSTONE TURNING TO NEER WHITE POSSIBLE SEEP BEFORE 140 FEET
230	240	GRAY GREEN SANDY SHALE
240	253	GRAY TO DARK GRAY SANDSTONE BASAL SANDSTONE OF THE KOOTENAI MAKING ESTIMATED 7 GPM FROM 240 TO 245 FEET

**Driller Certification**

All work performed and reported in this well log is in compliance with the Montana well construction standards. This report is true to the best of my knowledge.

**Name:****Company:** PAY BYRNE**License No:** WWC-318**Date Completed:** 4/20/2002

0	43	BENTONITE GROUT	
83	83	SHALE TRAP PACKER	
402	402	SHALE TRAP PACKER	

**Site Name: BIG SKY MINI GOLF**

**GWIC Id: 201968**

**Additional Lithology Records**

From	To	Description
253	280	DARK GRAY SHALE
280	290	GRAY SANDSTONE
290	314	GRAY GREEN SANDY SHALE
314	318	VERY HARD GRAY BROWN SANDSTONE
318	320	GRAY SHALE
320	325	GRAY BROWN SANDSTONE
325	333	GRAY SHALE
333	338	VERY HARD GRAY BROWN LIMEY ROCK
338	344	GRAY SHALE
344	365	GRAY BROWN SANDSTONE
365	370	DARK GRAY BLACK SANDY SHALE
370	374	GRAY SANDY SHALE
374	385	DARK GRAY SANDSTONE WITH MUCH PYRITE
385	402	DARK GRAY SANDSTONE WITH THIN COAL SEAM
402	536	MADISON LIMESTONE. LIGHT BROWN. BROWN. WHITE AND THIN SECTION OF GRAY.



# ASCE Hazards Report

**Address:**  
No Address at This Location

**Standard:** ASCE/SEI 7-22  
**Risk Category:** II  
**Soil Class:** C - Very Dense Soil and Soft Rock

**Latitude:** 47.504717  
**Longitude:** -111.226117  
**Elevation:** 3517.2242817047168 ft  
(NAVD 88)



## Wind

### Results:

Wind Speed	107 Vmph
10-year MRI	75 Vmph
25-year MRI	81 Vmph
50-year MRI	87 Vmph
100-year MRI	92 Vmph
300-year MRI	101 Vmph
700-year MRI	107 Vmph
1,700-year MRI	115 Vmph
3,000-year MRI	119 Vmph
10,000-year MRI	129 Vmph
100,000-year MRI	148 Vmph
1,000,000-year MRI	167 Vmph

Data Source: ASCE/SEI 7-22, Fig. 26.5-1B and Figs. CC.2-1–CC.2-4, and Section 26.5.2  
Date Accessed: Sat Nov 09 2024



Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-22 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years). Values for 10-year MRI, 25-year MRI, 50-year MRI and 100-year MRI are Service Level wind speeds, all other wind speeds are Ultimate wind speeds.

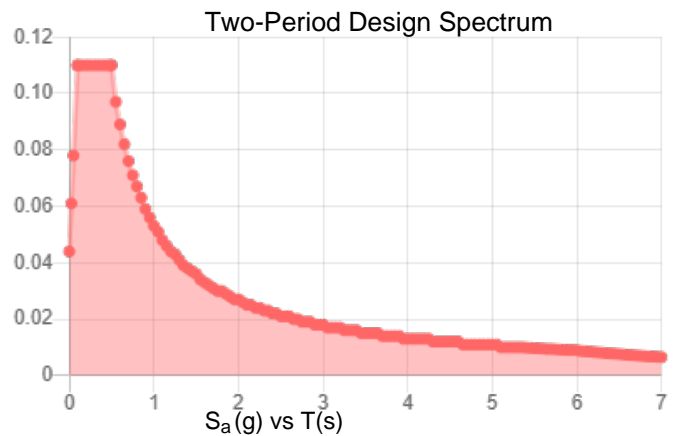
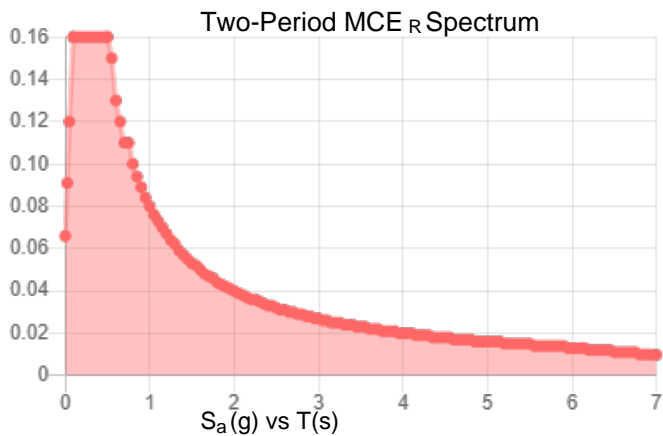
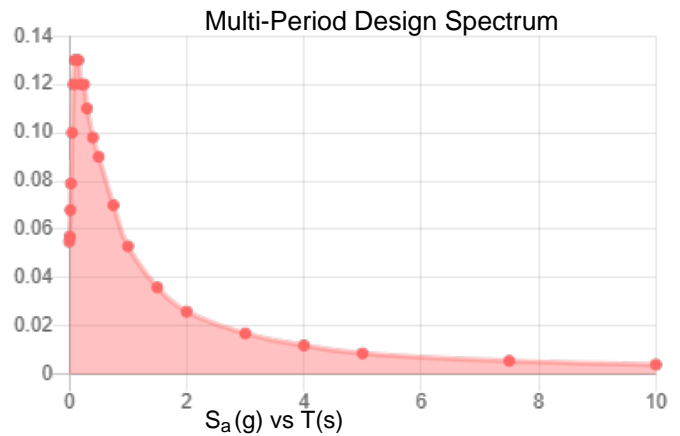
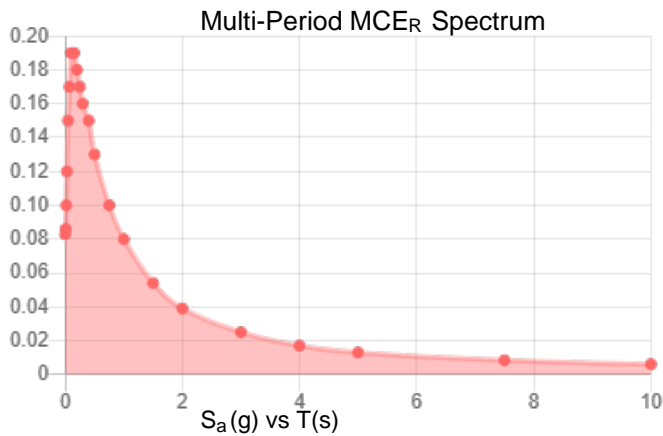
Site is not in a hurricane-prone region as defined in ASCE/SEI 7-22 Section 26.2.

**Site Soil Class:** C - Very Dense Soil and Soft Rock

**Results:**

PGA <sub>M</sub> :	0.074	T <sub>L</sub> :	6
S <sub>MS</sub> :	0.16	S <sub>S</sub> :	0.15
S <sub>M1</sub> :	0.08	S <sub>1</sub> :	0.056
S <sub>DS</sub> :	0.11	V <sub>S30</sub> :	530
S <sub>D1</sub> :	0.053		

**Seismic Design Category: A**



MCE<sub>R</sub> Vertical Response Spectrum  
Vertical ground motion data has not yet been made available by USGS.

Design Vertical Response Spectrum  
Vertical ground motion data has not yet been made available by USGS.



**Data Accessed:** Sat Nov 09 2024

**Date Source:**

**USGS Seismic Design Maps based on ASCE/SEI 7-22 and ASCE/SEI 7-22 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-22 Ch. 21 are available from USGS.**

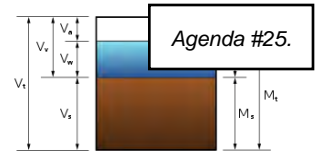


The ASCE Hazard Tool is provided for your convenience, for informational purposes only, and is provided “as is” and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

ASCE does not intend, nor should anyone interpret, the results provided by this Tool to replace the sound judgment of a competent professional, having knowledge and experience in the appropriate field(s) of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the contents of this Tool or the ASCE standard.

In using this Tool, you expressly assume all risks associated with your use. Under no circumstances shall ASCE or its officers, directors, employees, members, affiliates, or agents be liable to you or any other person for any direct, indirect, special, incidental, or consequential damages arising from or related to your use of, or reliance on, the Tool or any information obtained therein. To the fullest extent permitted by law, you agree to release and hold harmless ASCE from any and all liability of any nature arising out of or resulting from any use of data provided by the ASCE Hazard Tool.





## APPENDIX B. PHOTOGRAPHS

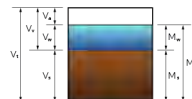


Description: TP-01 Stake location. View is to the east.



Description: TP-01 Location. View is to the north.

Lorenzen Soil Mechanics, Inc.



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue



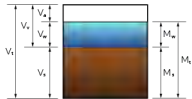


Description: TP-01 Location. View is to the east.



Description: TP-01 Location. View is to the south.

Lorenzen Soil Mechanics, Inc.



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





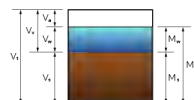
Description: TP-01 Location. View is to the west.



Description: TP-01 Army Corps of Engineers Cone Penetrometer was pushed 7.75 inches under a 320 psi loading.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







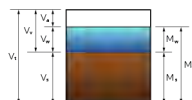
Description: TP-01 Jar sample from 3 feet. Cone penetrometer was pushed 2.5 inches under a 320 psi loading. Jar samples from the ground surface and from 1.5 feet were not photographed.



Description: TP-01 Jar sample from 6.25 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







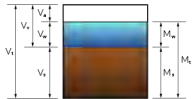
Description: TP-01 Excavated to 6.25 feet.



Description: TP-01 Excavated to 6.25 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







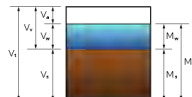
Description: TP-01 Spoils pile from above 6.25 feet.



Description: TP-02 Stake location. View is to the southeast toward TP-05.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







Description: TP-02 Location. View is to the east.



Description: TP-02 Location. View is to the east.

Lorenzen Soil Mechanics, Inc.



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue



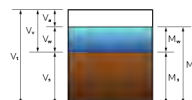


Description:



Description:

Lorenzen Soil Mechanics, Inc.



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





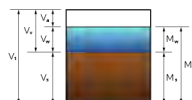
Description: TP-02 Cone penetrometer was pushed 3.25 inches under a 320 psi loading.



Description:

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







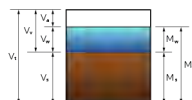
Description:



Description: TP-02 Jar sample from 3 feet. Cone penetrometer was pushed 15.5 inches under a 320 psi loading.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







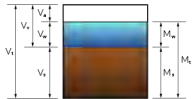
Description: TP-02 Jar sample from 5 feet.



Description: TP-02 Jar sample from 6 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







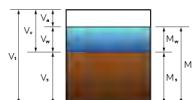
Description: TP-02 Excavated to 7 feet.



Description: TP-02 Excavated to 7 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







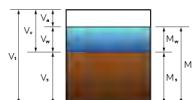
Description: TP-02 Jar sample from 7 feet.



Description: TP-02 Spoils pile from above 7 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





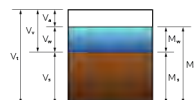


Description: TP-03 Stake location. View is to the northwest towards TP-09.



Description: TP-03 Location. View is to the northwest.

**Lorenzen Soil Mechanics, Inc.**



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue



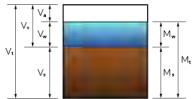


Description: TP-03 Location. View is to the north.



Description: TP-03 Location. View is to the south.

Lorenzen Soil Mechanics, Inc.



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue



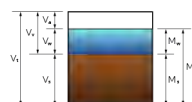


Description: TP-03 Location. Cone penetrometer was pushed 6 inches under a 320 psi loading.



Description: TP-03 Jar sample from the ground surface.

**Lorenzen Soil Mechanics, Inc.**



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





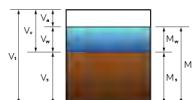
Description: TP-03 Jar sample from 1.5 feet.



Description: TP-03 Jar sample from 3 feet. Cone penetrometer was pushed its full 21 inches under a 140 psi loading.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







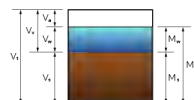
Description: TP-03 Jar sample from 5.5 feet.



Description: TP-03 Jar sample from 8.5 feet.

**Lorenzen Soil Mechanics, Inc.**

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







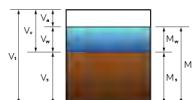
Description: TP-03 Excavated to 8.5 feet.



Description: TP-03 Excavated to 8.5 feet. Piezometer is installed.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







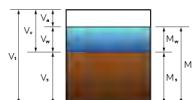
Description: TP-03 Jar sample from 11 feet.



Description: TP-03 Spoils pile from above 11 feet.

**Lorenzen Soil Mechanics, Inc.**

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







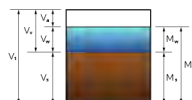
Description: Initial TP-04 area. Buried gas and communication utilities are indicated by pin flags.



Description: Initial TP-04 Stake location. Test pit was moved due to closeness of the buried utilities.

**Lorenzen Soil Mechanics, Inc.**

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





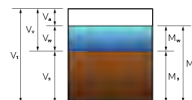


Description: TP-04 Location. The stake was the original TP-04 location.



Description: TP-04 Location. View is to the north.

**Lorenzen Soil Mechanics, Inc.**



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





Description: TP-04 Location. View is to the northeast.



Description: TP-04 Location. View is to the east.

**Lorenzen Soil Mechanics, Inc.**



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





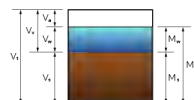
Description: TP-04 Location. View is to the south.



Description: TP-04 Cone penetrometer was pushed 3 inches under a 320 psi loading.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







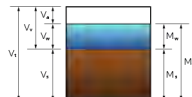
Description: TP-04 Jar sample from the ground surface.



Description: TP-04 Jar sample from 2 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







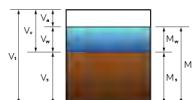
Description: TP-04 Jar sample from 3.4 feet. Cone penetrometer was pushed 12 inches under a 320 psi loading.



Description: TP-04 Jar sample from 7 feet.

**Lorenzen Soil Mechanics, Inc.**

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







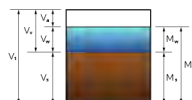
Description: TP-04 Excavated to 8.5 feet.



Description: TP-04 Excavated to 8.5 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







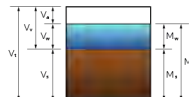
Description: TP-04 Jar sample from 8.5 feet.



Description: TP-04 Spoils pile from above 8.5 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





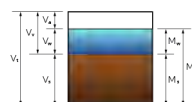


Description: TP-05 Stake location. View is to the northeast toward TP-03.



Description: TP-05 Location. View is to the north.

Lorenzen Soil Mechanics, Inc.



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue



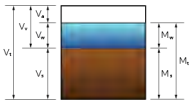


Description: TP-05 Location. View is to the west.



Description: TP-05 Location. View is to the north.

Lorenzen Soil Mechanics, Inc.



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





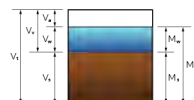
Description: TP-05 Location. View is to the south.



Description: TP-05 Cone penetrometer was pushed 3 inches under a 320 psi loading.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







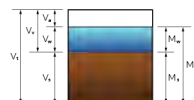
Description: TP-08 Jar sample from the ground surface.



Description: TP-08 Jar sample from 2 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





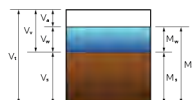


Description: TP-05 Jar sample from 3 feet. Cone penetrometer was pushed 3 inches under a 320 psi loading.



Description: TP-05 Jar sample from 3 feet.

**Lorenzen Soil Mechanics, Inc.**



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





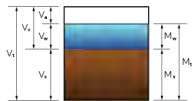
Description: TP-05 Excavated to 7 feet.



Description: TP-05 Excavated to 7 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







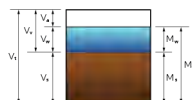
Description: TP-05 Jar sample from 7 feet.



Description: TP-05 Spoils pile from above 7 feet. View is to the northeast.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





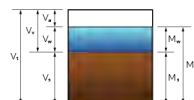


Description: TP-06 Stake Location. View is to the northeast.



Description: TP-06 Location. View is to the north.

**Lorenzen Soil Mechanics, Inc.**



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue



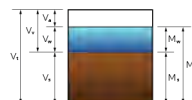


Description: TP-06 Location. View is to the northeast.



Description: TP-06 Location. View is to the south.

Lorenzen Soil Mechanics, Inc.



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





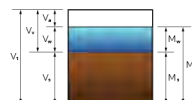
Description: TP-06 Location. View is to the southwest.



Description: TP-06 Location. View is to the north. Cone penetrometer was pushed 4.25 inches under a 320 psi loading.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







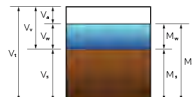
Description: TP-06 Jar sample from the ground surface.



Description: TP-06 Jar sample from 2 feet.

**Lorenzen Soil Mechanics, Inc.**

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





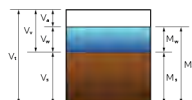


Description: TP-06 Jar sample from 3.75 feet. Cone penetrometer was pushed its full 21 inches under a 280 psi loading. Soil became sticky below 4.5 feet, creating some difficulty in dumping it from the bucket.



Description: TP-06 Jar sample from 6 feet.

**Lorenzen Soil Mechanics, Inc.**



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





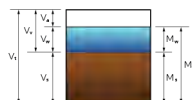
Description: TP-06 Excavated to 6 feet.



Description: TP-06 Excavated to 6 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





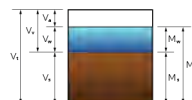


Description: TP-06 Spoils pile from above 6 feet.



Description: TP-07 Location. View is to the south.

Lorenzen Soil Mechanics, Inc.



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue



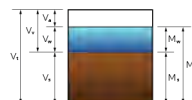


Description: TP-07 Location. View is to the west.



Description: TP-07 Location. View is to the north.

**Lorenzen Soil Mechanics, Inc.**



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue



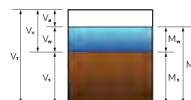


Description: TP-07 Cone penetrometer was pushed 4.25 inches under a 320 psi loading.



Description: TP-07 Jar sample from the ground surface.

**Lorenzen Soil Mechanics, Inc.**



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





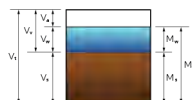
Description: TP-07 Jar sample from 1 foot.



Description: TP-07 Thin rock layer at the 1 foot depth with sand and silt.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







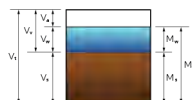
Description: TP-07 Jar sample from 3.3 feet. Cone penetrometer was pushed 16.65 inches under a 320 psi loading.



Description: TP-07 Jar sample from 6.5 feet.

**Lorenzen Soil Mechanics, Inc.**

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







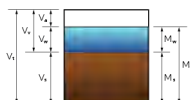
Description: TP-07 Excavated to 6.5 feet.



Description: TP-07 Excavated to 6.5 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





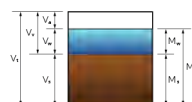


Description: TP-07 Spoils pile from above 6.5 feet.



Description: TP-08 Location. View is to the west.

Lorenzen Soil Mechanics, Inc.



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue



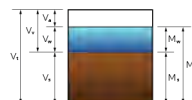


Description: TP-08 Location. View is to the northeast.



Description: TP-08 Location. View is to the northwest.

**Lorenzen Soil Mechanics, Inc.**



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





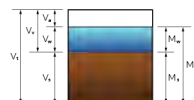
Description: TP-08 Location. View is to the southwest.



Description: TP-08 Jar sample from the ground surface.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







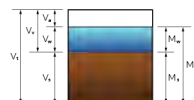
Description: TP-08 Jar sample from 2 feet.



Description: TP-08 Jar sample from 3.5 feet. Cone penetrometer was pushed its full 21 inches under a 260 psi loading.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







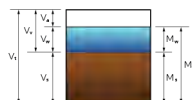
Description: TP-08 Jar sample from 6 feet.



Description: TP-08 Jar sample from 10.5 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





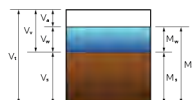


Description: TP-08 Excavated to 10.5 feet.



Description: TP-08 Excavated to 10.5 feet.

**Lorenzen Soil Mechanics, Inc.**



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





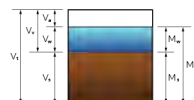
Description: TP-08 Spoils pile from above 10.5 feet.



Description: TP-08 Piezometer. Cone penetrometer was pushed 3 inches. View is to the northeast.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





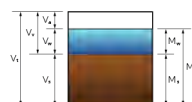


Description: TP-09 [CP-03] Stake location. View is to the west.



Description: TP-09 Location. View is to the southeast.

**Lorenzen Soil Mechanics, Inc.**



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue



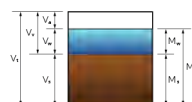


Description: TP-09 Location. View is to the east.



Description: TP-09 Location. View is to the northwest.

**Lorenzen Soil Mechanics, Inc.**



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





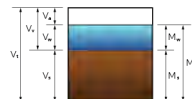
Description: TP-09 Location. View is to the west.



Description: TP-09. Cone penetrometer was pushed 7.25 inches under a 320 psi loading.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







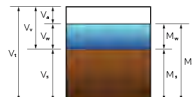
Description: TP-09 Jar sample from the ground surface.



Description: TP-09 Jar sample from 1.5 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





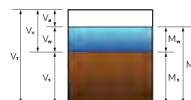


Description: TP-09 Jar sample from 3 feet. Cone penetrometer was pushed 13.75 inches under a 320 psi loading.



Description: TP-09 Jar sample from 6 feet.

Lorenzen Soil Mechanics, Inc.



Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





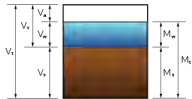
Description: TP-09 Jar sample from 9.25 feet.



Description: TP-09 Jar sample from 11 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







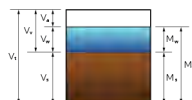
Description: TP-09 Excavated to 11 feet.



Description: TP-09 Excavated to 11 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







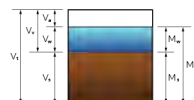
Description: TP-09 Spoils pile from above 11 feet.



Description: TP-09 Piezometer. Control Point 3 stake was not surveyed in by LSM.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







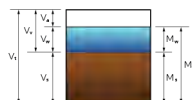
Description: TP-01 Moisture content samples prior to being placed into the drying oven.



Description: TP-01 Moisture content samples after being taken out of the drying oven.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





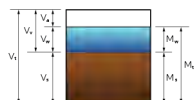
Description: TP-02 Moisture content samples prior to being placed into the drying oven.



Description: TP-02 Moisture content samples after being taken out of the drying oven.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







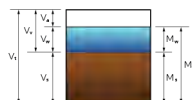
Description: TP-03 Moisture content samples prior to being placed into the drying oven.



Description: TP-03 Moisture content samples after being taken out of the drying oven.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







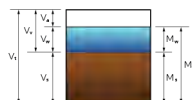
Description: TP-04 Moisture content samples prior to being placed into the drying oven.



Description: TP-04 Moisture content samples after being taken out of the drying oven.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





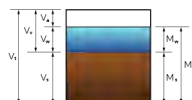
Description: TP-05 Moisture content samples prior to being placed into the drying oven.



Description: TP-05 Moisture content samples after being taken out of the drying oven.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







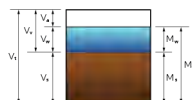
Description: TP-06 Moisture content samples prior to being placed into the drying oven.



Description: TP-06 Moisture content samples after being taken out of the drying oven.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





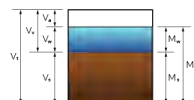
Description: TP-07 Moisture content samples prior to being placed into the drying oven.



Description: TP-07 Moisture content samples after being taken out of the drying oven.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







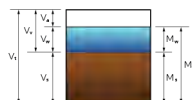
Description: TP-08 Moisture content samples prior to being placed into the drying oven.



Description: TP-08 Moisture content samples after being taken out of the drying oven.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue





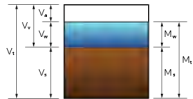
Description: TP-09 [CP-3] Moisture content samples prior to being placed into the drying oven.



Description: TP-09 [CP-3] Moisture content samples after being taken out of the drying oven.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue







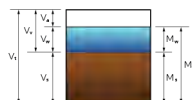
Description: TP-03 Sieved sample of poorly graded sand (SP) from 5.5 feet.



Description: TP-03 Sieved sample of poorly graded sand (SP) from 8.5 feet.

Lorenzen Soil Mechanics, Inc.

Project: Great Falls Housing Development 46<sup>th</sup> Street South & Central Avenue



LAND USE SUBMITTAL REPORT  
Meadowview Village  
April 16, 2025



---

# APPENDIX F

## Conceptual Civil Reports



# MEADOWVIEW VILLAGE

*A 163 lot Residential Subdivision in Great Falls, Montana*

## Water Design Engineering Report

<i>Revision</i>	<i>Date</i>
Conceptual Design Submittal	02/14/2025

Prepared for:

***Upslope Group***  
PO Box 16795  
Missoula, MT 59808

405 Third Street NW, Suite 206  
Great Falls, MT 59404  
(406) 761-1955

 **WOITH ENGINEERING, INC.**  
**ENGINEERS & SURVEYORS**

3860 O'Leary Street, Suite A  
Missoula, MT 59808  
(406) 203-0869

WATER DESIGN ENGINEERING REPORT  
Meadowview Village  
February 17, 2025



MEADOWVIEW VILLAGE  
**Water Design Report**  
Great Falls, Montana

## CERTIFICATION

*I hereby state that this Water Design Report has been prepared by me or under my supervision and meets the standard of care and expertise which is usual and customary in this community of professional engineers. The analysis has been prepared utilizing procedures and practices within the standard accepted practices, and in accordance with the Montana Department of Environmental Quality*



Robby Osowski  
Approved By

February 14, 2025  
Date

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## 1. GENERAL INFORMATION

### 1.A. DESCRIPTION OF EXISTING WATER WORKS

This 163-lot residential development is proposed on a 26.7-acre parcel located in Section 9, Township 20 North, Range 4 East in Great Falls, Montana. This parcel is more clearly located at the eastern terminus of Central Avenue and the intersection of 46<sup>th</sup> Street South. The parcel is currently vacant.

Existing water infrastructure includes an 8" PVC main that dead ends near the intersection of Central Avenue and 46<sup>th</sup> Street South. There is also a dead end 8" DIP in 46<sup>th</sup> Street South near the southern boundary of the parcel.

Existing sanitary infrastructure in the area includes a 10" PVC main that travels through the northwestern corner of the property with 2 existing manholes that reside on the property.

### 1.B. MUNICIPALITY OR AREA SERVED

The proposed water main extension will serve the City of Great Falls, as an extension of the City's existing water transmission system.

### 1.C. OWNER INFORMATION

Owner Contact Information	City of Great Falls 1025 25 <sup>th</sup> Avenue NE Great Falls, MT 50404
---------------------------	---

Developer Contact Information	Upslope Group PO Box 16795 Missoula, MT 59808
-------------------------------	---

### 1.D. PROFESSIONAL ENGINEER'S SEAL

See certification page

## 2. EXTENT OF WATER SYSTEM

### 2.A. DESCRIPTION OF AREA TO BE SERVED

The proposed development will be phased out over several years. At full build-out, the development will contain 163 living units with a single lot set aside for the clubhouse with outdoor recreation area.

The proposed water main extension for the proposed project will include a looped 8" C900 DR-14 PVC water main along with an 8" C900 DR-14 PVC water main to connect the existing stubs in 46<sup>th</sup> Street South. Five of the proposed lots will have ¾" water service connections to 46<sup>th</sup> Street South, the remaining lots will have ¾" water service connections to the proposed looped water main.

### 2.B. FUTURE REQUIREMENTS FOR SERVICE

The proposed water main loop will have dead end portion to the eastern property line for potential future connections.

## 3. ALTERNATE PLANS

### 3.A. ALTERNATE PLANS

The proposed water main extensions connect to existing City of Great Falls mains directly adjacent to the proposed development. No other alternate plans were considered due to the proximity of the available City of Great Falls water transmission system.

## 4. SITE CONDITIONS

### 4.A. SOIL CONDITIONS

A geotechnical report for the property was done by Lorenzen Soil Mechanics on November 11, 2024. According to their report the area of the proposed development has poorly graded sand on the eastern portion and areas of fat clay on the western portion. Within the site you can find slopes that range from 0-5%.

### 4.B. FOUNDATION CONDITIONS

Foundation conditions at building sites will be suitable for construction in accordance with recommendations outlined in the geotechnical report.

#### 4.C. GROUNDWATER CONDITIONS

Well log information for the site is given by two nearby existing domestic wells. Property address 5000 2<sup>nd</sup> Avenue North GWIC Well ID# 201968 has a total well depth of 536 feet and a static water level of 172 feet. Property address 4803 3<sup>rd</sup> Avenue South GWIC Well ID# 33438 has a total well depth of 480 feet and a static water level of 150 feet.

## 5. WATER USE DATA

#### 5.A. POPULATION TRENDS

The estimated maximum population which will be served by the proposed water main extensions will include a total of 163 living units. An average of 2.5 residents per living unit is assumed per Section 3.1 of Montana Department of Environmental Quality Circular 4, for a total of 408 residents.

#### 5.B. PRESENT WATER CONSUMPTION

Water usage for the proposed development includes domestic water demands and irrigation demands. The average daily demand during the summer months, when landscaping requires irrigation, is calculated in this section.

##### Average Daily Demand

The average daily demand, including domestic demands and irrigation demands, was calculated based on the following assumptions:

*Single Family: 100 gallons per day per resident (as per DEQ 4)*

The average daily domestic demand for entire subdivision is calculated as follows:

$$D_{DOM} = (408 \text{ residences} * 100 \text{ gpd}) = 40,800 \text{ gpd}$$

*Irrigation: Two inches per week during the summer months (June-August). Assuming 75% of lot area is irrigated.*

The average daily irrigation demand during the summer months is calculated as follows:

$$D_{IRR} = \left(\frac{2''}{\text{week}}\right) \left(\frac{1'}{12''}\right) \left(\frac{7.48 \text{ gal}}{\text{ft}^3}\right) \left(\frac{\text{week}}{7 \text{ days}}\right) (138,848 \text{ ft}^2 \text{ landscaping}) = 24,728 \text{ gpd}$$

Thus, the total average daily demand during the summer months, when water usage will be at its most severe, is **65,528** gallons per day.

### **Peak Instantaneous Demand**

To be determined.

### **5.C. SOURCES OF SUPPLY**

Please reference the City of Great Falls' PWS (PWSID: MT0000525) on file for detailed information.

### **5.D. UNUSUAL OCCURRENCES**

N/A

### **5.E. REDUCTION IN WATER LOSS**

N/A

## **6. FLOW REQUIREMENTS**

### **6.A. HYDRAULIC ANALYSIS**

To be determined.

### **6.B. FIRE FLOWS**

To be determined.

## **7. SOURCES OF WATER SUPPLY**

The City of Great Falls will be responsible for the source of water supply.

## **8. PROPOSED TREATMENT PROCESSES**

There are no proposed treatment processes for this project. The proposed water main will connect to the City of Great Falls' existing public water system.

## **9. SEWAGE SYSTEM AVAILABLE**

The existing sewage collection system adjacent to the development are owned and operated by the City of Great Falls. The proposed sewer mains to be installed as part of the development will



maintain a minimum 10-foot horizontal and 18-inch vertical edge-to-edge separation from all existing and proposed water transmission mains.

## 10. WASTE DISPOSAL

Please reference the City of Great Falls' PWS (PWSID: MT0000525) on file for detailed information.

## 11. AUTOMATION

Automated controls are not proposed for this project.

## 12. PROJECT SITE

### 12.A. SITE CONSIDERATION

Alternate sites were not considered for this project.

### 12.B. NEIGHBORING LAND USE

Adjacent land uses include residential, commercial, and vacant land

### 12.C. POLLUTION SOURCES

Please reference the City of Great Falls' PWS (PWSID: MT0000525) on file for potential source water pollution sources.

## 13. FINANCING

Please reference the City of Great Falls' PWS (PWSID: MT0000525) on file for details.

## 14. FUTURE EXTENSIONS

A dead end portion of the water main will be extended to the eastern property line.

## 15. REFERENCES

Montana Department of Environmental Quality, "Standards for Water Works", Circular DEQ-1

Montana Department of Environmental Quality, "Standards for Subsurface Wastewater Treatment Systems", Circular DEQ-4

WATER DESIGN ENGINEERING REPORT  
Meadowview Village  
February 17, 2025



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American Water Works Association, "Sizing Water Services Lines and Meters" M22 Third Edition

# MEADOWVIEW VILLAGE

*A 163 lot Residential Subdivision in Great Falls, Montana*

## Sanitary Sewer Design Engineering Report

<i>Revision</i>	<i>Date</i>
Conceptual Design Submittal	02/14/2025

Prepared for:

***Upslope Group***  
PO Box 16795  
Missoula, MT 59808

405 Third Street NW, Suite 206  
Great Falls, MT 59404  
(406) 761-1955



3860 O'Leary Street, Suite A  
Missoula, MT 59808  
(406) 203-0869

SANITARY SEWER DESIGN ENGINEERING REPORT  
Meadowview Village  
February 17, 2025



MEADOWVIEW VILLAGE  
**Sanitary Sewer Design Report**  
Great Falls, Montana

## CERTIFICATION

*I hereby state that this Sanitary Sewer Design Report has been prepared by me or under my supervision and meets the standard of care and expertise which is usual and customary in this community of professional engineers. The analysis has been prepared utilizing procedures and practices within the standard accepted practices, and in accordance with the Montana Department of Environmental Quality.*



Robby Osowski  
Approved By

February 14, 2025  
Date



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## 1. INTRODUCTION

This 163-lot residential development is proposed on a 26.7-acre parcel located in Section 9, Township 20 North, Range 4 East in Great Falls, Montana. This parcel is more clearly located at the eastern terminus of Central Avenue and the intersection of 46<sup>th</sup> Street South. The parcel is currently vacant.

Existing water infrastructure includes an 8" PVC main that dead ends near the intersection of Central Avenue and 46<sup>th</sup> Street South. There is also a dead end 8" DIP in 46<sup>th</sup> Street South near the southern boundary of the parcel.

Existing sanitary infrastructure in the area includes a 10" PVC main that travels through the northwestern corner of the property with 2 existing manholes that reside on the property. An existing sanitary sewer lift station resides just past the southeastern corner of the property in the Sunrise Court Addition near the intersection of 1<sup>st</sup> Avenue South and 51<sup>st</sup> Street South.

The proposed sanitary sewer improvements are an extension of the City of Great Falls sanitary sewer collection system. The owner and developer contact information are as follows:

Owner Contact Information:                      City of Great Falls  
   1025 25<sup>th</sup> Avenue NE  
   Great Falls, MT 50404

Developer Contact Information:                Upslope Group  
   PO Box 16795  
   Missoula, MT 59808

### 1.A. PROBLEM DEFINED

The sanitary sewer infrastructure for the proposed subdivision will be broken out into 2 discharge locations. The roughly western one third of the proposed lots will be serviced by new 8" SDR-35 PVC sanitary sewer mains that will connect to the existing 10" PVC sanitary sewer main that runs through the northwestern portion of the current property.

Due to elevation and bury depth constraints, the remaining two thirds of the proposed lots will be serviced by new 8" SDR-35 PVC mains that will be routed to the existing sanitary sewer lift station to the southeast of the property. With this routing, a small portion of the most northeastern lots will have private lift stations to connect to this new gravity system. These design constraints are discussed further below.

## 1.B. DESIGN CONDITIONS

The peak sanitary sewer design flow for this development was estimated using the wastewater flow rates outlined in Section 3.1 of Montana Department of Environmental Quality Circular 4. The proposed 163 living units have been assumed to each have 2.5 residents. The two service areas are broken down below.

### Area 1: Western one-third to existing City system

72 lots serviced at 2.5 residents per living unit is 180 total residents. The average daily domestic demand is calculated as follows:

$$D_{DOM} = (180 \text{ residences} * 100 \text{ gpd}) = 18,000 \text{ gpd}$$

A peaking factor is applied to the total daily flow to determine the design flow rate for a total population of 180:

$$\text{Peaking Factor} = \frac{18 + \sqrt{P}}{4 + \sqrt{P}} = \frac{18 + \sqrt{0.18}}{4 + \sqrt{0.18}} = 4.16 * 18,000 \text{ gpd} = 74,880 \text{ gpd}$$

Therefore, the peak design flow rate for this phase of development is calculated as follows:

$$Q_{\max} = 74,880 \text{ gpd} * \left( \frac{0.13 \text{ cf}}{\text{gal}} \right) * \left( \frac{\text{day}}{86,400 \text{ sec.}} \right) = 0.113 \text{ cfs}$$

The entirety of the peak design flow for this proposed service area will flow through newly installed 8" PVC sanitary sewer mains. The capacities of the proposed new 8" PVC sanitary sewer mains are calculated in the following section.

The capacities of the proposed and existing sanitary sewer mains were calculated using the Chezy-Manning formula:

$$Q_C = \left( \frac{1.49}{n} \right) A R^{\frac{2}{3}} \sqrt{s}$$

Where  
 $s$  = pipe slope (ft/ft)  
 $n$  = manning's coefficient for PVC pipe  
 $R = A/P = \text{diameter}/4 = 0.167 \text{ ft}$   
 $A$  = cross-sectional area of pipe =  $0.349 \text{ ft}^2$

The new 8" PVC sanitary sewer mains will have a minimum slope of 0.4%. Thus, its capacity is calculated as follows:

**SANITARY SEWER DESIGN ENGINEERING REPORT**  
Meadowview Village  
February 17, 2025



$$Q_c = \left( \frac{1.49}{n} \right) AR^{\frac{2}{3}} \sqrt{s} = \left( \frac{1.49}{0.011} \right) (0.349)(0.167)^{\frac{2}{3}} \sqrt{0.004} = 0.906 \text{ cfs}$$

**Area 2: Eastern two-thirds to existing City lift station**

91 lots serviced at 2.5 residents per living unit is 228 total residents. The average daily domestic demand is calculated as follows:

$$D_{DOM} = (228 \text{ residences} * 100 \text{ gpd}) = 22,800 \text{ gpd}$$

A peaking factor is applied to the total daily flow to determine the design flow rate for a total population of 180:

$$\text{Peaking Factor} = \frac{18 + \sqrt{P}}{4 + \sqrt{P}} = \frac{18 + \sqrt{0.228}}{4 + \sqrt{0.228}} = 4.13 * 22,800 \text{ gpd} = 94,164 \text{ gpd}$$

Therefore, the peak design flow rate for this phase of development is calculated as follows:

$$Q_{max} = 94,164 \text{ gpd} * \left( \frac{0.13 \text{ cf}}{\text{gal}} \right) * \left( \frac{\text{day}}{86,400 \text{ sec.}} \right) = 0.142 \text{ cfs}$$

The entirety of the peak design flow for this proposed service area will flow through newly installed 8" PVC sanitary sewer mains. The capacities of the proposed new 8" PVC sanitary sewer mains are calculated in the following section.

The capacities of the proposed and existing sanitary sewer mains were calculated using the Chezy-Manning formula:

$$Q_c = \left( \frac{1.49}{n} \right) AR^{\frac{2}{3}} \sqrt{s}$$

Where  
s = pipe slope (ft/ft)  
n = manning's coefficient for PVC pipe  
R = A/P = diameter/4 = 0.167 ft  
A = cross-sectional area of pipe = 0.349 ft<sup>2</sup>

The new 8" PVC sanitary sewer mains will have a minimum slope of 0.4%. Thus, its capacity is calculated as follows:

$$Q_c = \left( \frac{1.49}{n} \right) AR^{\frac{2}{3}} \sqrt{s} = \left( \frac{1.49}{0.011} \right) (0.349)(0.167)^{\frac{2}{3}} \sqrt{0.004} = 0.906 \text{ cfs}$$



### 1.C. IMPACT ON EXISTING WASTEWATER FACILITIES

The existing sanitary sewer infrastructure that will be impacted is broken out into the two service area discharges. Area 1 being the western one-third of the subdivision is roughly 12% of the capacity of an 8" PVC sanitary sewer main installed at the minimum slope. This service area will connect to existing 10" PVC sanitary sewer mains near the northwestern corner of the property.

The eastern two-thirds of the development is roughly 16% of the capacity of an 8" PVC sanitary sewer main installed at the minimum slope. The proposed service area 2 was designed around the depth constraints of the existing City sanitary sewer lift station #9 to the southeast. The tie in elevation to this existing lift station is determined to be the top of the wet will pit elevation shown on the rehabilitation plans by NCI in 2018. These elevation references are shown in sanitary sewer sheet C4.6 of the conceptual construction drawings. Elevations of the roads and alleys were based on maintaining a minimum cover depth of this sanitary sewer main extension. 17 lots in the northeastern corner of the property will use individual or shared private lift stations to a force sewer main that will discharge to the terminus of the gravity sewer main near the intersection of the two main private roadways.

Any alterations needed to the existing lift station will be carefully coordinated with the development team, the City, and their maintenance partners. The development team understands this could mean altering existing pumps, floats, pits, or a full rehabilitation/replacement of the existing lift station. Any modifications needed to the elevation of the proposed gravity sanitary sewer line connection to the existing lift station will be coordinated with the responsible parties. Woith Engineering has been in discussions with multiple subconsultants to determine the best path forward for the existing lift station and has full intention of further coordinating these efforts.

### 1.D. PROJECT DESCRIPTION

The proposed sanitary sewer extensions will be broken out into two service areas that are discussed further above.

### 1.E. DRAWINGS

Attached in the submittal.

### 1.F. DESIGN CRITERIA

The design criteria for this project follows the guidelines set out by the City of Great Falls and the Montana Department of Environmental Quality Circular 2 and Circular 4. For sewer main criteria used, refer to the sanitary sewer construction plan sheets.

The proposed conventional gravity sewer collection system is to be constructed to the 7<sup>th</sup> Edition of Montana Public Works Standard Specifications (MPWSS). In particular, the proposed sewer

main shall be entirely 8" SDR-35 PVC pipe. The manholes shall be a standard 48" diameter eccentric-type precast concrete manhole.

#### 1.G. SITE INFORMATION

The project site is currently vacant. The current parcel has a 10" sanitary sewer main traveling through the northwestern corner of the property and an existing City sanitary sewer lift station to the southeast.

#### 1.H. ALTERNATIVE ANALYSIS

The proposed sewer main extensions connect to existing gravity sewer mains directly adjacent to the proposed development. No other alternate plans were considered due to the proximity of the available City of Great Falls sewer collection system.

#### 1.I. ENVIRONMENTAL IMPACTS

Environmental impacts will be negligible, since the sewer main is a closed piping system that has eliminated any path for water mitigation. There are no known potential sources of adverse environmental impact on the project site.

## 2. REFERENCES

Montana Department of Environmental Quality, "Design standards for Public Sewage Systems", Circular DEQ-2

Montana Department of Environmental Quality, "Standards for Subsurface Wastewater Treatment Systems", Circular DEQ-4

# MEADOWVIEW VILLAGE

*A 163 lot Residential Subdivision in Great Falls, Montana*

## Storm Drainage Design Report

<i>Revision</i>	<i>Date</i>
Conceptual Design Submittal	02/14/2025

Prepared for:

***Upslope Group***  
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Missoula, MT 59808

405 Third Street NW, Suite 206  
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**WOITH ENGINEERING, INC.**  
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**STORM DRAINAGE DESIGN REPORT**  
Meadowview Village  
February 17, 2025



**MEADOWVIEW VILLAGE**  
**Storm Drainage System Design Report**  
Great Falls, Montana

# CERTIFICATION

*I hereby state that this Storm Drainage Report has been prepared by me or under my supervision and meets the standard of care and expertise which is usual and customary in this community of professional engineers. The analysis has been prepared utilizing procedures and practices within the standard accepted practices, and in accordance with the City of Great Falls Storm Drainage Design Manual.*



**Robby Osowski**  
**Approved By**

**February 14, 2025**  
**Date**



STORM DRAINAGE DESIGN REPORT  
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# STORM DRAINAGE DESIGN REPORT

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## 1. INTRODUCTION

### 1.A. PROJECT LOCATION

This 163-lot residential development is proposed on a 26.7-acre parcel located in Section 9, Township 20 North, Range 4 East in Great Falls, Montana. This parcel is more clearly located at the eastern terminus of Central Avenue and the intersection of 46<sup>th</sup> Street South. The parcel is currently vacant.

### 1.B. DESCRIPTION OF PROPERTY

The existing property land use is currently vacant. The property does not contain any major topographic features; existing slopes range from one to five percent with some slopes exceeding 15 percent in the existing drainage ways. The existing ground cover consists of grassed range land, with no agriculture use. The property is not located in or adjacent to a flood hazard zone.

There are two major existing drainage ways or receiving channels across the property. Both travel from the southwest to the northeast across the property. Both of these drainage ways carry uncontrolled runoff from the surrounding properties. Outside of the proposed 26.7-acre parcel, 57.14 acres of surrounding existing property and City right-of-way contribute to this regions stormwater basin. The basin that will be analyzed for this proposed project will be a total of 84.05 acres. Details of the basin can be found in Appendix A.

The two major existing drainage ways discharge near the northeast corner of the property and travel to the existing lowland area near 2<sup>nd</sup> Avenue North. This lowland area is then pumped by a Montana Department of Transportation (MDT) lift station to an existing City stormwater collection system.

### 1.C. DRAINAGE CRITERIA

The applicable stormwater design standard for the project is the Storm Drainage Design Manual for the City of Great Falls, published by the City of Great Falls Public Works Department. A Stormwater Management Permit is required for the project, as it will create more than 15,000 square feet of new impervious surface. The design of the proposed storm drainage system and post-construction stormwater quality best management practices (BMPs) are discussed in the following sections. Design storm event designations per the City of Great Falls Storm Drainage Design Manual are usually followed, but further restrictions have been discussed with MDT and the City and are outlined below:

**Major Storm Event:** 100-year, 24-hour rainfall event

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**Minor Storm Event:** 5-year, 24-hour rainfall event

**Water Quality Event:** 0.5-inches of rainfall

In accordance with the Montana Department of Environmental Quality's General Permit for Storm Water Discharges Associated with Small Municipal Separate Storm Sewer Systems (MS4), the storm drainage system must be designed to infiltrate, evapotranspire, or capture for reuse the first 0.5 inches of rainfall from a 24-hour storm preceded by 48 hours of no precipitation. Any remaining runoff from the first 0.5 inches of rainfall not infiltrated, evapotranspired, or captured for reuse must be treated by stormwater best management practices (BMPs) to remove 80% total suspended solids (TSS).

## 2. HISTORIC DRAINAGE SYSTEM

### 2.A. MAJOR BASIN DESCRIPTION

This roughly 84-acre drainage basin is intended to be controlled via a regional stormwater facility. Coordination efforts between the development team, the City, MDT, and neighboring property owners have been ongoing and will continue to further the design and implementation of this regional facility. The regional stormwater facility will be built by the development team and transferred to the City at the end of the proposed development's buildout.

A PCSWMM (Stormwater Management Model) was created to analyze the contributing basin and help size the stormwater detention pond. This model will be further developed and coordinated with the appropriate agencies to ensure all design standards are met. The model uses the guidance and controlling data outlined in Section 4.4 of the City of Great Falls Storm Drainage Design Manual.

## 3. PROPOSED DRAINAGE SYSTEM

### 3.A. DESIGN CONCEPTS

The proposed storm drainage system will capture runoff from the entire 84.07-acre basin and convey it to the regional stormwater facility. Stormwater infrastructure will be installed throughout the development to accommodate the proposed private road and alleys and their changes in grade and elevation.

Stormwater infrastructure will also be installed to help accommodate the offsite drainage issues. A piping system and ditch will be installed along the south boundary line traveling from the regional stormwater pond to the low point in 46<sup>th</sup> Street South. This will convey runoff from the currently

# STORM DRAINAGE DESIGN REPORT

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uncontrolled 46<sup>th</sup> Street South right-of-way and the offsite flows to the south. A ditch will be installed along the northern boundary to control offsite flows from the north.

## 3.B. DESIGN DETAILS

The basin's pre-developed conditions were analyzed to better understand the downstream impacts. These pre-developed conditions also helped determine the sizing of the proposed regional stormwater detention pond. The PCSWMMM model produced the relative existing flow paths established by Lidar topographic data of the surrounding area. Each subbasin was given certain percent impervious values based on the best judgment of the current conditions. The entire basin's pre-developed condition was analyzed using the 5-year 24-hour storm event. These results produced a pre-developed rate of 13.13 cfs. These sub-basin controlling values and model results can be seen in Appendix B.

The basin's post-developed conditions were analyzed to help size the regional stormwater detention pond and conveyance facilities throughout the proposed development. Outside of the proposed development, the offsite contributing areas need to be analyzed for their post-developed conditions as this regional stormwater detention pond will control all current, proposed, and future development in the basin. Each subbasin was given an anticipated percent impervious value of 31%. The post-developed analysis used the 100-year 24-hour storm event. The detention pond was sized to route said event and release at the pre-developed 5-year 24-hour storm event of 13.13 cfs. This generated a required pond volume of roughly 300,750 cf. These sub-basin controlling values and model results can be seen in Appendix C. The model will further progress with the design and be coordinate with the City.

The proposed regional stormwater detention pond will release at the combined pre-developed rate of the 84.07-acre basin. This is to ensure no negative downstream impacts will occur. The release runoff from the detention pond will follow the natural drainage path of the area and end up in the existing lowland area to the northeast. Due to the sensitive nature of the release pattern of this detention pond, coordination with the neighboring downstream landowner and controlling agencies has occurred. Just to the east of the proposed development, Northwestern Energy owns a strip of land that the flow pattern will need to cross to get to the existing lowland. The City has requested that the development team be granted an easement for this runoff pattern. Understanding that details need to be finalized on the pond's release point and runoff conveyance to the existing lowland, Northwestern Energy has provided a letter stating they are willing to work with the development team on providing said easement. The City also requested that the development coordinate with MDT, as the existing lowland is controlled via their lift station. MDT has provided a conditional design approval letter outlining the parameters as to which the proposed detention pond is to be design too. These letters can be found in Appendix D.



## STORM DRAINAGE DESIGN REPORT

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### 3.C. MAINTENANCE AND ACCESS

System components need to be properly maintained and serviced to maintain adequate function throughout the life of the system. System components that require routine inspection and maintenance include, but are not limited to, inlets, manholes, storm drain piping, and detention ponds. The stormwater system components should be inspected routinely to ensure proper function of the system. Storm drain inlets, manholes, and piping should be visually inspected monthly and immediately following any major storm to examine for buildup of sediment or any type of blockage that would impede proper function. If anything is discovered during inspections, it should be immediately removed to return the drains to normal operation.

Ponds should be visually inspected monthly and immediately following any major storm event to examine for buildup of sediment in the bottom of the pond that would reduce detention capacity. Water quality structures and any inlet and outfall structures should also be inspected in the same manner to determine if any blockages exist on the inlet or outfall sides of the structures and to remove them if so to maintain normal operation.

All system maintenance is the responsibility of the owner and should be completed immediately if deemed necessary by inspection to avoid system failure. A final stormwater system maintenance plan will be carefully coordinate with the City as they will be the final owners of the regional stormwater detention pond.

## 4. POST CONSTRUCTION WATER QUALITY

### 4.A. DESIGN CONCEPT

The Montana Department of Environmental Quality MS4 General Permit requires that all regulated projects implement post-construction storm water management controls that are designed to infiltrate, evapotranspire, and/or capture for reuse the post-construction runoff generated from the first 0.5 inches of rainfall from a 24-hour storm preceded by 48 hours of no measurable precipitation. For projects that cannot meet 100% of the runoff reduction requirement, the remainder of the runoff from the first 0.5 inches of rainfall must be treated onsite using post-construction storm water management control(s) expected to remove 80 percent total suspended solids (TSS).

The proposed developments building style and lot it is built upon, limits the constructability of onsite infiltration, evapotranspiration, or capturing for reuse. Soil conditions limit the design to prevent infiltration, while site size limits other post-construction BMP styles for evapotranspiration

# STORM DRAINAGE DESIGN REPORT

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or reuse. Therefore, the entire water quality volume is intended to be treated with an alternative method. This could include a separator unit or a facility of similar nature.

A Stormwater Pollution Prevention Plan (SWPPP) will be submitted to the City's Public Works Department for review and approval for each phase of construction. At this time, multiple phases shown in the preliminary plat could be constructed at one time. This will control the SWPPP that is submitted for each phase of construction. The development team will adhere to all SWPPP policies and procedures as the construction phasing is determined.

## 4.B. DESIGN DETAILS

The preliminary water quality volume (WQV) and runoff treatment flow rate (RTF) were determined for the entire 84.07-acre basin. The site has a WQV of 50,201 cubic feet and an RTF of 21.61 cfs. Details on the water quality calculations are included in Appendix E.

## 5. SUMMARY

### 5.A. RELATION TO OFF-SITE DRAINAGE FEATURES

The project complies with off-site runoff considerations as coordinated with the City of Great Falls, Northwestern Energy, and MDT.

### 5.B. SUMMARY OF PROPOSED IMPROVEMENTS

The project will include a new regional stormwater detention pond that will control the runoff from the entire 84.07-acre contributing basin.

### 5.C. FLOODPLAIN IMPACTS

There are no foreseen floodplain impacts from the proposed development.

### 5.D. STATE OR FEDERAL REGULATIONS

Montana Department of Environmental Quality Circular 8, Montana Standards for Subdivision Storm Drainage, is applicable to this project.

### 5.E. COMPLIANCE WITH APPLICABLE STANDARDS AND REGULATIONS

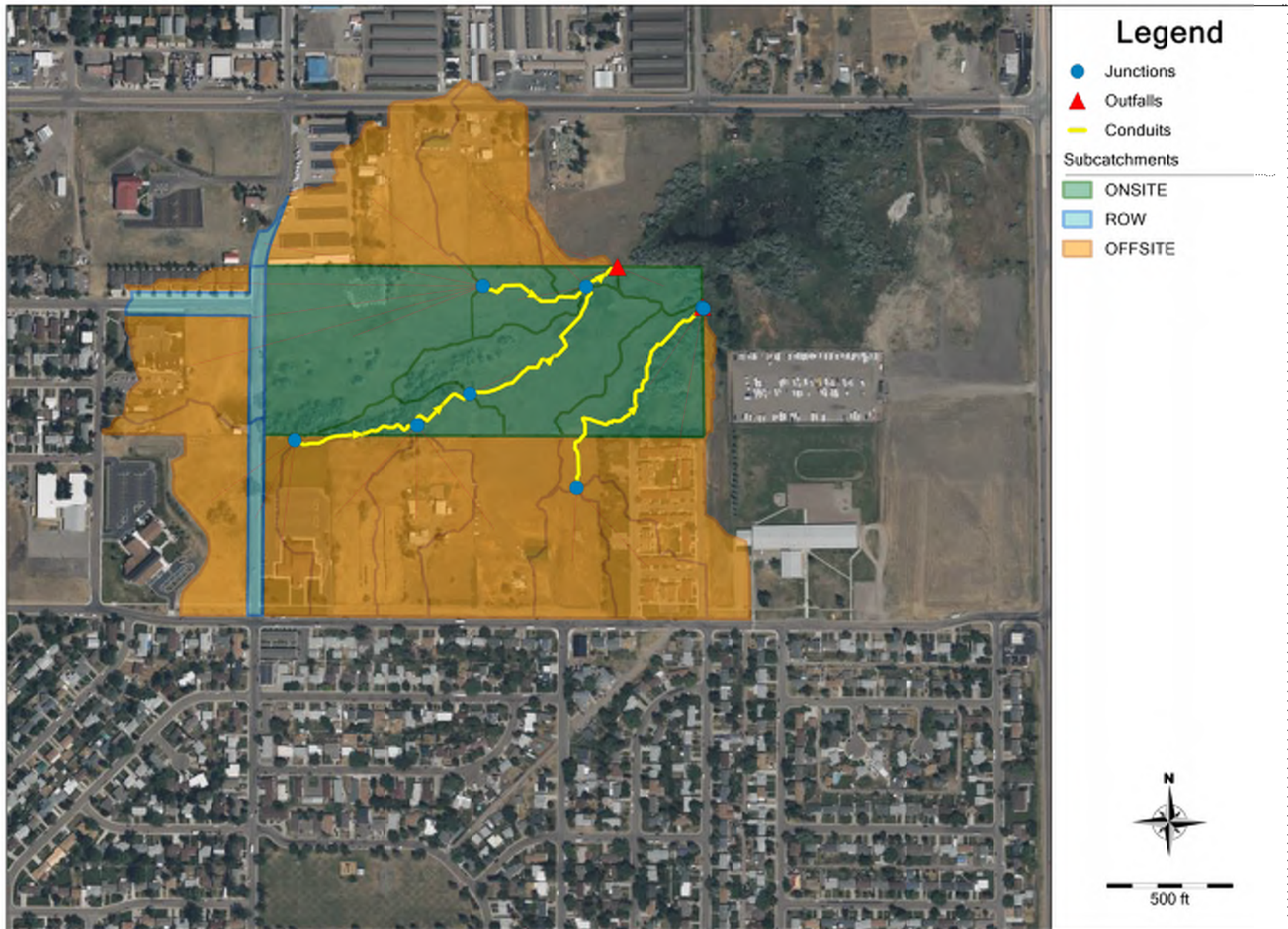
The project will comply with the City of Great Falls Storm Drainage Design Manual and Montana Department of Environmental Quality Circular 8.

STORM DRAINAGE DESIGN REPORT  
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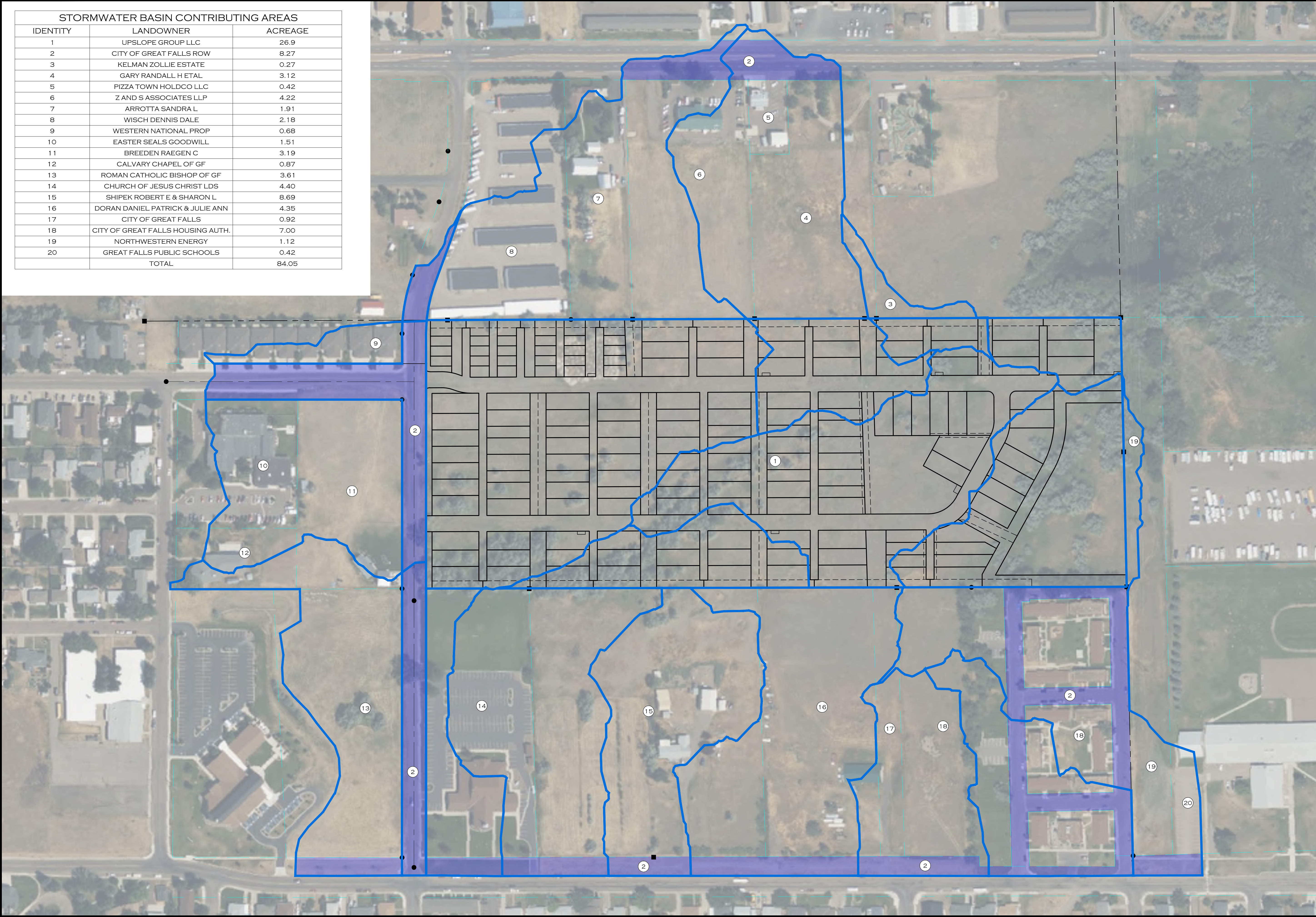
# APPENDIX A

## Subbasin Map





STORMWATER BASIN CONTRIBUTING AREAS		
IDENTITY	LANDOWNER	ACREAGE
1	UPSLOPE GROUP LLC	26.9
2	CITY OF GREAT FALLS ROW	8.27
3	KELMAN ZOLLIE ESTATE	0.27
4	GARY RANDALL H ETAL	3.12
5	PIZZA TOWN HOLDCO LLC	0.42
6	Z AND S ASSOCIATES LLP	4.22
7	ARROTTA SANDRA L	1.91
8	WISCH DENNIS DALE	2.18
9	WESTERN NATIONAL PROP	0.68
10	EASTER SEALS GOODWILL	1.51
11	BREEDEN RAEGEN C	3.19
12	CALVARY CHAPEL OF GF	0.87
13	ROMAN CATHOLIC BISHOP OF GF	3.61
14	CHURCH OF JESUS CHRIST LDS	4.40
15	SHIPEK ROBERT E & SHARON L	8.69
16	DORAN DANIEL PATRICK & JULIE ANN	4.35
17	CITY OF GREAT FALLS	0.92
18	CITY OF GREAT FALLS HOUSING AUTH.	7.00
19	NORTHWESTERN ENERGY	1.12
20	GREAT FALLS PUBLIC SCHOOLS	0.42
	TOTAL	84.05



23-090

RLO/TDL

RLO

SMW/RLO

04/17/2025

JOB #:

DRAWN:

DESIGN:

QA:

DATE:

DATE

DESCRIPTION

#

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MEADOWVIEW VILLAGE

GREAT FALLS

MONTANA

STORM BASIN LOT AREAS

EX-A



STORM DRAINAGE DESIGN REPORT  
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---

# APPENDIX B

## Pre-developed Conditions

EPA STORM WATER MANAGEMENT MODEL - VERSION 5.2 (Build 5.2.4)

\*\*\*\*\*

Element Count

\*\*\*\*\*

Number of rain gages ..... 7  
 Number of subcatchments ... 23  
 Number of nodes ..... 10  
 Number of links ..... 8  
 Number of pollutants ..... 0  
 Number of land uses ..... 0

\*\*\*\*\*

Raingage Summary

\*\*\*\*\*

Name	Data Source	Data Type	Recording Interval
100YR-24HR	100YR-24HR	INTENSITY	60 min.
100YR-2HR	100YR-2HR	INTENSITY	5 min.
10YR-2HR	10YR-2HR	INTENSITY	5 min.
2YR-24HR	2YR-24HR	INTENSITY	60 min.
2YR-2HR	2YR-2HR	INTENSITY	5 min.
5YR-24HR	5YR-24HR	INTENSITY	60 min.
5YR-2HR	5YR-2HR	INTENSITY	5 min.

\*\*\*\*\*

Subcatchment Summary

\*\*\*\*\*

Name	Area	Width	%Imperv	%Slope	Rain Gage
Outlet					
OFF_1	5.98	539.59	31.00	3.4220	5YR-24HR
OF2					
OFF_10	0.69	860.50	29.00	1.3720	5YR-24HR
J2A					
OFF_11	7.19	432.00	29.00	1.3350	5YR-24HR
J2A					
OFF_12	5.69	872.48	29.00	2.1770	5YR-24HR
J1A					
OFF_13	0.47	314.03	10.00	2.8640	5YR-24HR
OF1					
OFF_2	3.28	509.19	31.00	3.2910	5YR-24HR
J3B					
OFF_3	3.04	427.78	10.00	3.5290	5YR-24HR
J3B					
OFF_4	6.41	469.52	10.00	3.0370	5YR-24HR
J4A					
OFF_5	4.51	386.81	10.00	3.4700	5YR-24HR
J4A					
OFF_6	5.72	599.06	29.00	2.8160	5YR-24HR
J4A					

OFF_7	1.89	518.50	50.00	2.2640	5YR-24HR
J5A					
OFF_8	4.83	518.50	10.00	2.2640	5YR-24HR
J5A					
OFF_9	4.31	860.50	29.00	1.3720	5YR-24HR
J2A					
PRE_BASIN_1	1.12	924.62	0.00	3.2230	5YR-24HR
OF1					
PRE_BASIN_2	4.48	548.54	0.00	3.4610	5YR-24HR
J1B					
PRE_BASIN_3	6.69	754.93	0.00	5.8460	5YR-24HR
J3A					
PRE_BASIN_4	0.55	314.03	0.00	2.8640	5YR-24HR
OF1					
PRE_BASIN_5	2.04	872.48	0.00	2.1770	5YR-24HR
J1A					
PRE_BASIN_6	2.09	500.34	0.00	2.9460	5YR-24HR
J4A					
PRE_BASIN_7	9.94	849.83	0.00	1.3830	5YR-24HR
J2A					
ROW_BASIN_46M	1.83	860.50	60.00	1.3720	5YR-24HR
J2A					
ROW_BASIN_46N	0.24	398.01	60.00	1.3320	5YR-24HR
J2A					
ROW_BASIN_46S	1.07	518.50	60.00	2.2640	5YR-24HR
J5A					

\*\*\*\*\*  
Node Summary  
\*\*\*\*\*

Name	Type	Invert Elev.	Max. Depth	Ponded Area	External Inflow
J1A	JUNCTION	3449.98	1.00	0.0	
J1B	JUNCTION	3447.90	1.00	0.0	
J2A	JUNCTION	3454.00	1.00	0.0	
J2B	JUNCTION	3448.00	1.00	0.0	
J3A	JUNCTION	3453.88	1.00	0.0	
J3B	JUNCTION	3463.99	1.00	0.0	
J4A	JUNCTION	3453.97	1.00	0.0	
J5A	JUNCTION	3459.99	1.00	0.0	
OF1	OUTFALL	3448.40	1.00	0.0	
OF2	OUTFALL	3447.80	1.00	0.0	

\*\*\*\*\*  
Link Summary  
\*\*\*\*\*

Name	From Node	To Node	Type	Length	%
Slope Roughness					
-----					
C1A	J1A	OF1	CONDUIT	152.2	
1.0374	0.0100				
C1B	J1B	OF2	CONDUIT	1.8	
5.6878	0.0100				
C2A	J2A	J1A	CONDUIT	484.9	
0.8299	0.0100				



C2B		J2B	J1B	CONDUIT	6.4
1.5532	0.0100				
C3A		J3A	J1A	CONDUIT	755.6
0.5160	0.0100				
C3B		J3B	J1B	CONDUIT	1078.6
1.4918	0.0100				
C4A		J4A	J3A	CONDUIT	303.5
0.0316	0.0100				
C5A		J5A	J4A	CONDUIT	532.5
1.1291	0.0100				

\*\*\*\*\*  
Cross Section Summary  
\*\*\*\*\*

Full Conduit Flow	Shape	Full Depth	Full Area	Hyd. Rad.	Max. Width	No. of Barrels
-----						
C1A	TRIANGULAR	1.00	17.50	0.50	35.00	1
166.68						
C1B	TRIANGULAR	1.00	17.50	0.50	35.00	1
390.27						
C2A	TRIANGULAR	1.00	17.50	0.50	35.00	1
149.08						
C2B	TRIANGULAR	1.00	17.50	0.50	35.00	1
203.95						
C3A	TRIANGULAR	1.00	20.00	0.50	40.00	1
134.38						
C3B	TRIANGULAR	1.00	17.50	0.50	35.00	1
199.88						
C4A	TRIANGULAR	1.00	25.00	0.50	50.00	1
41.60						
C5A	TRIANGULAR	1.00	87.50	0.50	175.00	1
870.34						

\*\*\*\*\*  
Analysis Options  
\*\*\*\*\*

Flow Units ..... CFS

Process Models:

Rainfall/Runoff ..... YES

RDII ..... NO

Snowmelt ..... NO

Groundwater ..... NO

Flow Routing ..... YES

Ponding Allowed ..... NO

Water Quality ..... NO

Infiltration Method ..... HORTON

Flow Routing Method ..... DYNWAVE

Surcharge Method ..... EXTRAN

Starting Date ..... 06/01/2024 00:00:00

Ending Date ..... 06/04/2024 06:00:00

Antecedent Dry Days ..... 0.0

Report Time Step ..... 00:01:00

Wet Time Step ..... 00:05:00  
 Dry Time Step ..... 00:05:00  
 Routing Time Step ..... 5.00 sec  
 Variable Time Step ..... YES  
 Maximum Trials ..... 8  
 Number of Threads ..... 1  
 Head Tolerance ..... 0.005000 ft

	Volume acre-feet	Depth inches
*****	-----	-----
Runoff Quantity Continuity		
*****		
Total Precipitation .....	15.410	2.200
Evaporation Loss .....	0.000	0.000
Infiltration Loss .....	13.557	1.935
Surface Runoff .....	1.829	0.261
Final Storage .....	0.030	0.004
Continuity Error (%) .....	-0.038	

	Volume acre-feet	Volume 10^6 gal
*****	-----	-----
Flow Routing Continuity		
*****		
Dry Weather Inflow .....	0.000	0.000
Wet Weather Inflow .....	1.829	0.596
Groundwater Inflow .....	0.000	0.000
RDII Inflow .....	0.000	0.000
External Inflow .....	0.000	0.000
External Outflow .....	1.829	0.596
Flooding Loss .....	0.000	0.000
Evaporation Loss .....	0.000	0.000
Exfiltration Loss .....	0.000	0.000
Initial Stored Volume ....	0.000	0.000
Final Stored Volume .....	0.000	0.000
Continuity Error (%) .....	0.000	

\*\*\*\*\*  
 Time-Step Critical Elements  
 \*\*\*\*\*  
 Link C1B (45.08%)

\*\*\*\*\*  
 Highest Flow Instability Indexes  
 \*\*\*\*\*  
 All links are stable.

\*\*\*\*\*  
 Most Frequent Nonconverging Nodes  
 \*\*\*\*\*  
 Convergence obtained at all time steps.

\*\*\*\*\*  
 Routing Time Step Summary

```

*****
Minimum Time Step      :      0.50 sec
Average Time Step      :      3.00 sec
Maximum Time Step      :      5.00 sec
% of Time in Steady State :      0.00
Average Iterations per Step :      2.00
% of Steps Not Converging :      0.00
Time Step Frequencies  :
    5.000 - 3.155 sec :      54.92 %
    3.155 - 1.991 sec :       0.37 %
    1.991 - 1.256 sec :       1.14 %
    1.256 - 0.792 sec :       1.58 %
    0.792 - 0.500 sec :      41.98 %

```

```

*****
Subcatchment Runoff Summary
*****

```

Perv	Total	Total	Total	Total	Total	Total	Imperv
Runoff	Runoff	Precip	Peak	Runoff	Evap	Infil	Runoff
Subcatchment	Runoff	Runoff	Runoff	Runoff	in	in	in
in	in	10^6 gal	in	Coeff	in	in	in
			CFS				
OFF_1			2.20	0.00	0.00	1.77	0.67
0.42	0.42	0.07	1.16	0.191			
OFF_10			2.20	0.00	0.00	1.79	0.63
0.40	0.40	0.01	0.13	0.184			
OFF_11			2.20	0.00	0.00	1.82	0.63
0.38	0.38	0.07	1.34	0.172			
OFF_12			2.20	0.00	0.00	1.80	0.63
0.39	0.39	0.06	1.08	0.179			
OFF_13			2.20	0.00	0.00	2.04	0.22
0.16	0.16	0.00	0.07	0.074			
OFF_2			2.20	0.00	0.00	1.77	0.67
0.43	0.43	0.04	0.64	0.193			
OFF_3			2.20	0.00	0.00	2.05	0.22
0.15	0.15	0.01	0.46	0.068			
OFF_4			2.20	0.00	0.00	2.06	0.22
0.14	0.14	0.02	0.94	0.063			
OFF_5			2.20	0.00	0.00	2.06	0.22
0.14	0.14	0.02	0.67	0.065			
OFF_6			2.20	0.00	0.00	1.80	0.63
0.39	0.39	0.06	1.09	0.178			
OFF_7			2.20	0.00	0.00	1.46	1.09
0.73	0.73	0.04	0.44	0.330			
OFF_8			2.20	0.00	0.00	2.05	0.22
0.14	0.14	0.02	0.72	0.065			
OFF_9			2.20	0.00	0.00	1.80	0.63
0.39	0.39	0.05	0.82	0.179			
PRE_BASIN_1			2.20	0.00	0.00	2.11	0.00
0.09	0.09	0.00	0.15	0.043			
PRE_BASIN_2			2.20	0.00	0.00	2.13	0.00
0.07	0.07	0.01	0.55	0.034			

PRE_BASIN_3	2.20	0.00	0.00	2.12	0.00
0.08_0.08	0.01	0.84	0.035		
PRE_BASIN_4	2.20	0.00	0.00	2.11	0.00
0.09_0.09	0.00	0.07	0.041		
PRE_BASIN_5	2.20	0.00	0.00	2.11	0.00
0.09_0.09	0.00	0.27	0.039		
PRE_BASIN_6	2.20	0.00	0.00	2.12	0.00
0.08_0.08	0.00	0.27	0.037		
PRE_BASIN_7	2.20	0.00	0.00	2.14	0.00
0.06_0.06	0.02	0.98	0.027		
ROW_BASIN_46M	2.20	0.00	0.00	1.29	1.31
0.89_0.89	0.04	0.46	0.406		
ROW_BASIN_46N	2.20	0.00	0.00	1.29	1.31
0.90_0.90	0.01	0.06	0.408		
ROW_BASIN_46S	2.20	0.00	0.00	1.29	1.31
0.90_0.90	0.03	0.27	0.407		

\*\*\*\*\*  
Node Depth Summary  
\*\*\*\*\*

Node	Type	Average Depth Feet	Maximum Depth Feet	Maximum HGL Feet	Time of Max Occurrence days hr:min	Reported Max Depth Feet
J1A	JUNCTION	0.09	0.35	3450.33	0 11:00	0.35
J1B	JUNCTION	0.03	0.13	3448.03	0 11:00	0.13
J2A	JUNCTION	0.07	0.25	3454.25	0 11:00	0.25
J2B	JUNCTION	0.00	0.03	3448.03	0 11:00	0.03
J3A	JUNCTION	0.07	0.29	3454.17	0 11:00	0.29
J3B	JUNCTION	0.04	0.15	3464.13	0 10:40	0.15
J4A	JUNCTION	0.12	0.44	3454.41	0 11:00	0.44
J5A	JUNCTION	0.03	0.09	3460.08	0 11:00	0.09
OF1	OUTFALL	0.09	0.35	3448.75	0 11:00	0.35
OF2	OUTFALL	0.03	0.13	3447.93	0 11:00	0.13

\*\*\*\*\*  
Node Inflow Summary  
\*\*\*\*\*

Total Inflow Volume Node gal	Flow Balance Error Percent	Type	Maximum Lateral Inflow CFS	Maximum Total Inflow CFS	Time of Max Occurrence days hr:min	Lateral Inflow Volume 10^6 gal
J1A		JUNCTION	1.35	10.12	0 11:00	0.0656
0.462	-0.020					
J1B		JUNCTION	0.55	1.65	0 11:00	0.00896
0.0593	0.181					



J2A		JUNCTION	3.78	3.78	0	11:00	0.194
0.194	-0.127						
J2B		JUNCTION	0.00	0.00	0	10:17	0
2.69e-06	0.047 gal						
J3A		JUNCTION	0.84	5.07	0	11:00	0.0139
0.203	0.231						
J3B		JUNCTION	1.10	1.10	0	11:00	0.0503
0.0503	-0.210						
J4A		JUNCTION	2.97	4.40	0	11:00	0.107
0.19	0.446						
J5A		JUNCTION	1.43	1.43	0	11:00	0.0819
0.0819	-1.169						
OF1		OUTFALL	0.29	10.33	0	11:00	0.00629
0.468	0.000						
OF2		OUTFALL	1.16	2.80	0	11:00	0.0682
0.127	0.000						

\*\*\*\*\*  
Node Surcharge Summary  
\*\*\*\*\*

No nodes were surcharged.

\*\*\*\*\*  
Node Flooding Summary  
\*\*\*\*\*

No nodes were flooded.

\*\*\*\*\*  
Outfall Loading Summary  
\*\*\*\*\*

Outfall Node	Flow Freq Pcnt	Avg Flow CFS	Max Flow CFS	Total Volume 10^6 gal
OF1	51.29	2.53	10.33	0.468
OF2	43.31	0.84	2.80	0.127
System	47.30	3.37	13.13	0.596

\*\*\*\*\*  
Link Flow Summary  
\*\*\*\*\*

Link	Type	Maximum  Flow  CFS	Time of Max Occurrence days hr:min	Maximum  Veloc  ft/sec	Max/ Full Flow	Max/ Full Depth
C1A	CONDUIT	10.05	0 11:00	4.72	0.06	0.35
C1B	CONDUIT	1.64	0 11:00	5.68	0.00	0.13

C2A	CONDUIT	3.77	0	11:00	2.44	0.03	0.30
C2B	CONDUIT	0.00	0	11:05	0.02	0.00	0.08
C3A	CONDUIT	5.02	0	11:00	2.46	0.04	0.32
C3B	CONDUIT	1.10	0	11:00	3.54	0.01	0.14
C4A	CONDUIT	4.24	0	11:00	1.27	0.10	0.37
C5A	CONDUIT	1.42	0	11:00	1.15	0.00	0.26

\*\*\*\*\*  
Flow Classification Summary  
\*\*\*\*\*

		Adjusted	Fraction of Time in Flow Class						
		/Actual	Up	Down	Sub	Sup	Up	Down	Norm
Inlet	Conduit	Length	Dry	Dry	Dry	Crit	Crit	Crit	Crit
Ctrl									Ltd
	C1A	1.00	0.08	0.00	0.00	0.65	0.27	0.00	0.21
0.00									
	C1B	1.00	0.10	0.00	0.00	0.80	0.09	0.00	0.84
0.00									
	C2A	1.00	0.08	0.00	0.00	0.85	0.07	0.00	0.90
0.00									
	C2B	1.00	0.10	0.03	0.00	0.87	0.00	0.00	0.86
0.00									
	C3A	1.00	0.08	0.00	0.00	0.86	0.05	0.00	0.58
0.00									
	C3B	1.00	0.10	0.00	0.00	0.80	0.09	0.00	0.83
0.00									
	C4A	1.00	0.08	0.00	0.00	0.92	0.00	0.00	0.00
0.00									
	C5A	1.00	0.08	0.14	0.00	0.77	0.00	0.00	0.91
0.00									

\*\*\*\*\*  
Conduit Surcharge Summary  
\*\*\*\*\*

No conduits were surcharged.

Analysis begun on: Wed Feb 12 09:01:41 2025  
Analysis ended on: Wed Feb 12 09:01:41 2025  
Total elapsed time: < 1 sec

STORM DRAINAGE DESIGN REPORT  
Meadowview Village  
February 17, 2025



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# APPENDIX C

## Post-developed Conditions

EPA STORM WATER MANAGEMENT MODEL - VERSION 5.2 (Build 5.2.4)

\*\*\*\*\*

Element Count

\*\*\*\*\*

Number of rain gages ..... 7  
 Number of subcatchments ... 23  
 Number of nodes ..... 10  
 Number of links ..... 8  
 Number of pollutants ..... 0  
 Number of land uses ..... 0

\*\*\*\*\*

Raingage Summary

\*\*\*\*\*

Name	Data Source	Data Type	Recording Interval
100YR-24HR	100YR-24HR	INTENSITY	60 min.
100YR-2HR	100YR-2HR	INTENSITY	5 min.
10YR-2HR	10YR-2HR	INTENSITY	5 min.
2YR-24HR	2YR-24HR	INTENSITY	60 min.
2YR-2HR	2YR-2HR	INTENSITY	5 min.
5YR-24HR	5YR-24HR	INTENSITY	60 min.
5YR-2HR	5YR-2HR	INTENSITY	5 min.

\*\*\*\*\*

Subcatchment Summary

\*\*\*\*\*

Name	Area	Width	%Imperv	%Slope	Rain Gage
Outlet					
OFF_1	5.98	539.59	31.00	3.4220	100YR-24HR
OF2					
OFF_10	0.69	860.50	31.00	1.3720	100YR-24HR
J2A					
OFF_11	7.19	432.00	31.00	1.3350	100YR-24HR
J2A					
OFF_12	5.69	872.48	31.00	2.1770	100YR-24HR
J1A					
OFF_13	0.47	314.03	31.00	2.8640	100YR-24HR
OF1					
OFF_2	3.28	509.19	31.00	3.2910	100YR-24HR
J3B					
OFF_3	3.04	427.78	31.00	3.5290	100YR-24HR
J3B					
OFF_4	6.41	469.52	31.00	3.0370	100YR-24HR
J4A					
OFF_5	4.51	386.81	31.00	3.4700	100YR-24HR
J4A					
OFF_6	5.72	599.06	31.00	2.8160	100YR-24HR
J4A					



OFF_7	1.89	518.50	50.00	2.2640	100YR-24HR
J5A					
OFF_8	4.83	518.50	31.00	2.2640	100YR-24HR
J5A					
OFF_9	4.31	860.50	31.00	1.3720	100YR-24HR
J2A					
PRE_BASIN_1	1.12	924.62	31.00	3.2230	100YR-24HR
OF1					
PRE_BASIN_2	4.48	548.54	31.00	3.4610	100YR-24HR
J1B					
PRE_BASIN_3	6.69	754.93	31.00	5.8460	100YR-24HR
J3A					
PRE_BASIN_4	0.55	314.03	31.00	2.8640	100YR-24HR
OF1					
PRE_BASIN_5	2.04	872.48	31.00	2.1770	100YR-24HR
J1A					
PRE_BASIN_6	2.09	500.34	31.00	2.9460	100YR-24HR
J4A					
PRE_BASIN_7	9.94	849.83	31.00	1.3830	100YR-24HR
J2A					
ROW_BASIN_46M	1.83	860.50	60.00	1.3720	100YR-24HR
J2A					
ROW_BASIN_46N	0.24	398.01	60.00	1.3320	100YR-24HR
J2A					
ROW_BASIN_46S	1.07	518.50	60.00	2.2640	100YR-24HR
J5A					

\*\*\*\*\*  
Node Summary  
\*\*\*\*\*

Name	Type	Invert Elev.	Max. Depth	Ponded Area	External Inflow
J1A	JUNCTION	3449.98	1.00	0.0	
J1B	JUNCTION	3447.90	1.00	0.0	
J2A	JUNCTION	3454.00	1.00	0.0	
J2B	JUNCTION	3448.00	1.00	0.0	
J3A	JUNCTION	3453.88	1.00	0.0	
J3B	JUNCTION	3463.99	1.00	0.0	
J4A	JUNCTION	3453.97	1.00	0.0	
J5A	JUNCTION	3459.99	1.00	0.0	
OF1	OUTFALL	3448.40	1.00	0.0	
OF2	OUTFALL	3447.80	1.00	0.0	

\*\*\*\*\*  
Link Summary  
\*\*\*\*\*

Name	From Node	To Node	Type	Length	%
Slope Roughness					
C1A	J1A	OF1	CONDUIT	152.2	
1.0374 0.0100					
C1B	J1B	OF2	CONDUIT	1.8	
5.6878 0.0100					
C2A	J2A	J1A	CONDUIT	484.9	
0.8299 0.0100					

C2B		J2B	J1B	CONDUIT	6.4
1.5532	0.0100				
C3A		J3A	J1A	CONDUIT	755.6
0.5160	0.0100				
C3B		J3B	J1B	CONDUIT	1078.6
1.4918	0.0100				
C4A		J4A	J3A	CONDUIT	303.5
0.0316	0.0100				
C5A		J5A	J4A	CONDUIT	532.5
1.1291	0.0100				

\*\*\*\*\*  
Cross Section Summary  
\*\*\*\*\*

Full Conduit Flow	Shape	Full Depth	Full Area	Hyd. Rad.	Max. Width	No. of Barrels
-----						
C1A	TRIANGULAR	1.00	17.50	0.50	35.00	1
166.68						
C1B	TRIANGULAR	1.00	17.50	0.50	35.00	1
390.27						
C2A	TRIANGULAR	1.00	17.50	0.50	35.00	1
149.08						
C2B	TRIANGULAR	1.00	17.50	0.50	35.00	1
203.95						
C3A	TRIANGULAR	1.00	25.00	0.50	50.00	1
168.03						
C3B	TRIANGULAR	1.00	17.50	0.50	35.00	1
199.88						
C4A	TRIANGULAR	1.00	25.00	0.50	50.00	1
41.60						
C5A	TRIANGULAR	1.00	87.50	0.50	175.00	1
870.34						

\*\*\*\*\*  
Analysis Options  
\*\*\*\*\*

Flow Units ..... CFS

Process Models:

Rainfall/Runoff ..... YES

RDII ..... NO

Snowmelt ..... NO

Groundwater ..... NO

Flow Routing ..... YES

Ponding Allowed ..... NO

Water Quality ..... NO

Infiltration Method ..... HORTON

Flow Routing Method ..... DYNWAVE

Surcharge Method ..... EXTRAN

Starting Date ..... 06/01/2024 00:00:00

Ending Date ..... 06/04/2024 06:00:00

Antecedent Dry Days ..... 0.0

Report Time Step ..... 00:01:00

Wet Time Step ..... 00:05:00  
 Dry Time Step ..... 00:05:00  
 Routing Time Step ..... 5.00 sec  
 Variable Time Step ..... YES  
 Maximum Trials ..... 8  
 Number of Threads ..... 1  
 Head Tolerance ..... 0.005000 ft

	Volume acre-feet	Depth inches
*****	-----	-----
Runoff Quantity Continuity		
*****		
Total Precipitation .....	28.369	4.050
Evaporation Loss .....	0.000	0.000
Infiltration Loss .....	18.944	2.704
Surface Runoff .....	9.389	1.340
Final Storage .....	0.062	0.009
Continuity Error (%) .....	-0.092	

	Volume acre-feet	Volume 10^6 gal
*****	-----	-----
Flow Routing Continuity		
*****		
Dry Weather Inflow .....	0.000	0.000
Wet Weather Inflow .....	9.389	3.060
Groundwater Inflow .....	0.000	0.000
RDII Inflow .....	0.000	0.000
External Inflow .....	0.000	0.000
External Outflow .....	9.389	3.060
Flooding Loss .....	0.000	0.000
Evaporation Loss .....	0.000	0.000
Exfiltration Loss .....	0.000	0.000
Initial Stored Volume ....	0.000	0.000
Final Stored Volume .....	0.000	0.000
Continuity Error (%) .....	0.001	

\*\*\*\*\*  
 Time-Step Critical Elements  
 \*\*\*\*\*  
 Link C1B (54.83%)

\*\*\*\*\*  
 Highest Flow Instability Indexes  
 \*\*\*\*\*  
 All links are stable.

\*\*\*\*\*  
 Most Frequent Nonconverging Nodes  
 \*\*\*\*\*  
 Convergence obtained at all time steps.

\*\*\*\*\*  
 Routing Time Step Summary

```

*****
Minimum Time Step      :      0.29 sec
Average Time Step      :      2.58 sec
Maximum Time Step      :      5.00 sec
% of Time in Steady State :      0.00
Average Iterations per Step :      2.00
% of Steps Not Converging :      0.00
Time Step Frequencies  :
    5.000 - 3.155 sec :      45.17 %
    3.155 - 1.991 sec :      0.64 %
    1.991 - 1.256 sec :      1.94 %
    1.256 - 0.792 sec :      2.58 %
    0.792 - 0.500 sec :      49.67 %

```

```

*****
Subcatchment Runoff Summary
*****

```

Perv	Total	Total	Total	Total	Total	Total	Imperv
Runoff	Runoff	Precip	Peak	Runoff	Evap	Infil	Runoff
Subcatchment	Runoff	Runoff	Runoff	Runoff	in	in	in
in	in	10^6 gal	in	Coeff	in	in	in
			CFS	in			
OFF_1			4.05	0.00	0.00	2.75	1.25
1.29	1.29	0.21	3.70	0.319			
OFF_10			4.05	0.00	0.00	2.74	1.25
1.31	1.31	0.02	0.43	0.324			
OFF_11			4.05	0.00	0.00	2.77	1.25
1.27	1.27	0.25	4.43	0.314			
OFF_12			4.05	0.00	0.00	2.75	1.25
1.30	1.30	0.20	3.52	0.320			
OFF_13			4.05	0.00	0.00	2.74	1.25
1.31	1.31	0.02	0.29	0.324			
OFF_2			4.05	0.00	0.00	2.75	1.25
1.30	1.30	0.12	2.03	0.321			
OFF_3			4.05	0.00	0.00	2.75	1.25
1.30	1.30	0.11	1.88	0.321			
OFF_4			4.05	0.00	0.00	2.76	1.25
1.29	1.29	0.22	3.96	0.318			
OFF_5			4.05	0.00	0.00	2.75	1.25
1.29	1.29	0.16	2.79	0.319			
OFF_6			4.05	0.00	0.00	2.75	1.25
1.29	1.29	0.20	3.54	0.319			
OFF_7			4.05	0.00	0.00	2.19	2.01
1.86	1.86	0.10	1.24	0.459			
OFF_8			4.05	0.00	0.00	2.75	1.25
1.29	1.29	0.17	2.99	0.319			
OFF_9			4.05	0.00	0.00	2.75	1.25
1.30	1.30	0.15	2.66	0.321			
PRE_BASIN_1			4.05	0.00	0.00	2.73	1.25
1.31	1.31	0.04	0.69	0.324			
PRE_BASIN_2			4.05	0.00	0.00	2.75	1.25
1.30	1.30	0.16	2.77	0.320			



PRE_BASIN_3			4.05	0.00	0.00	2.74	1.25
1.30_1.30	0.24	4.14	0.321				
PRE_BASIN_4			4.05	0.00	0.00	2.74	1.25
1.31_1.31	0.02	0.34	0.323				
PRE_BASIN_5			4.05	0.00	0.00	2.74	1.25
1.31_1.31	0.07	1.26	0.323				
PRE_BASIN_6			4.05	0.00	0.00	2.74	1.25
1.30_1.30	0.07	1.30	0.322				
PRE_BASIN_7			4.05	0.00	0.00	2.76	1.25
1.28_1.28	0.35	6.14	0.317				
ROW_BASIN_46M			4.05	0.00	0.00	1.81	2.42
2.23_2.23	0.11	1.24	0.551				
ROW_BASIN_46N			4.05	0.00	0.00	1.80	2.42
2.24_2.24	0.01	0.16	0.553				
ROW_BASIN_46S			4.05	0.00	0.00	1.81	2.42
2.23_2.23	0.06	0.72	0.552				

\*\*\*\*\*  
Node Depth Summary  
\*\*\*\*\*

Node	Type	Average Depth Feet	Maximum Depth Feet	Maximum HGL Feet	Time of Max Occurrence days hr:min	Reported Max Depth Feet
J1A	JUNCTION	0.17	0.59	3450.57	0 19:00	0.59
J1B	JUNCTION	0.06	0.22	3448.12	0 18:59	0.22
J2A	JUNCTION	0.12	0.42	3454.43	0 19:00	0.42
J2B	JUNCTION	0.02	0.12	3448.12	0 18:58	0.12
J3A	JUNCTION	0.13	0.46	3454.33	0 19:00	0.46
J3B	JUNCTION	0.06	0.23	3464.22	0 19:00	0.23
J4A	JUNCTION	0.21	0.67	3454.64	0 19:00	0.67
J5A	JUNCTION	0.04	0.14	3460.13	0 19:00	0.14
OF1	OUTFALL	0.17	0.59	3448.99	0 19:00	0.59
OF2	OUTFALL	0.05	0.22	3448.02	0 18:59	0.22

\*\*\*\*\*  
Node Inflow Summary  
\*\*\*\*\*

Total Inflow Volume Node gal	Flow Balance Error Percent	Type	Maximum Lateral Inflow CFS	Maximum Total Inflow CFS	Time of Max Occurrence days hr:min	Lateral Inflow Volume 10^6 gal
J1A		JUNCTION	4.78	40.49	0 19:00	0.273
2.39	-0.001					
J1B		JUNCTION	2.77	6.68	0 18:59	0.158
0.381	0.027					

J2A		JUNCTION	15.06	15.06	0	19:00	0.896
0.896	-0.092						
J2B		JUNCTION	0.00	0.00	0	18:02	0
2.98e-05	0.211						
J3A		JUNCTION	4.14	20.66	0	19:00	0.236
1.22	0.077						
J3B		JUNCTION	3.91	3.91	0	19:00	0.223
0.223	-0.044						
J4A		JUNCTION	11.59	16.54	0	19:00	0.658
0.99	0.301						
J5A		JUNCTION	4.95	4.95	0	19:00	0.33
0.33	-0.915						
OF1		OUTFALL	1.32	41.80	0	19:00	0.076
2.47	0.000						
OF2		OUTFALL	3.70	10.38	0	18:59	0.21
0.591	0.000						

\*\*\*\*\*  
Node Surcharge Summary  
\*\*\*\*\*

No nodes were surcharged.

\*\*\*\*\*  
Node Flooding Summary  
\*\*\*\*\*

No nodes were flooded.

\*\*\*\*\*  
Outfall Loading Summary  
\*\*\*\*\*

Outfall Node	Flow Freq Pcnt	Avg Flow CFS	Max Flow CFS	Total Volume 10^6 gal
OF1	65.82	9.04	41.80	2.469
OF2	51.68	2.81	10.38	0.591
System	58.75	11.85	52.17	3.059

\*\*\*\*\*  
Link Flow Summary  
\*\*\*\*\*

Link	Type	Maximum  Flow  CFS	Time of Max Occurrence days hr:min	Maximum  Veloc  ft/sec	Max/ Full Flow	Max/ Full Depth
C1A	CONDUIT	40.48	0 19:00	6.69	0.24	0.59
C1B	CONDUIT	6.68	0 18:59	8.06	0.02	0.22

C2A	CONDUIT	15.06	0	19:00	3.48	0.10	0.51
C2B	CONDUIT	0.00	0	18:02	0.06	0.00	0.17
C3A	CONDUIT	20.65	0	19:00	3.03	0.12	0.52
C3B	CONDUIT	3.91	0	18:59	4.44	0.02	0.22
C4A	CONDUIT	16.52	0	19:00	2.09	0.40	0.56
C5A	CONDUIT	4.95	0	19:00	1.25	0.01	0.41

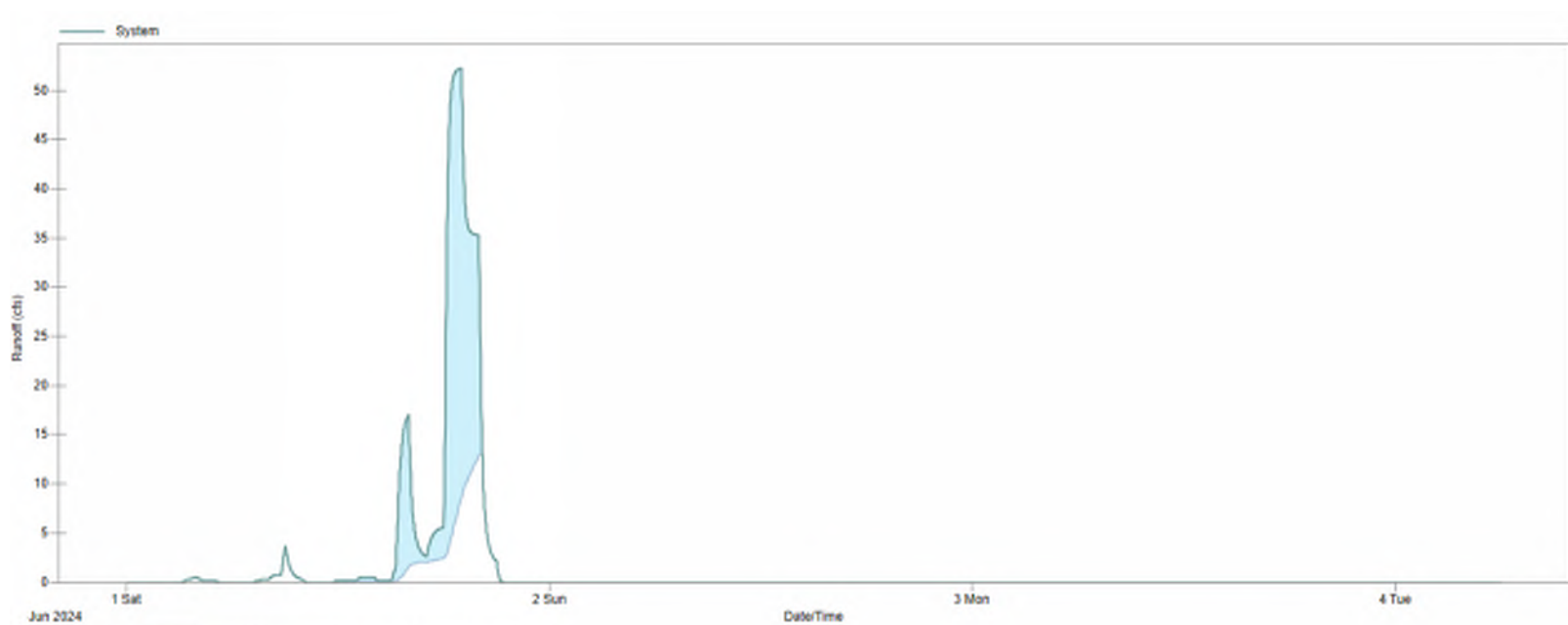
\*\*\*\*\*  
Flow Classification Summary  
\*\*\*\*\*

		Adjusted	Fraction of Time in Flow Class						
		/Actual	Up	Down	Sub	Sup	Up	Down	Norm
Inlet	Conduit	Length	Dry	Dry	Dry	Crit	Crit	Crit	Crit
Ctrl									Ltd
C1A	0.00	1.00	0.04	0.00	0.00	0.54	0.42	0.00	0.32
C1B	0.00	1.00	0.11	0.00	0.00	0.75	0.14	0.00	0.82
C2A	0.00	1.00	0.04	0.00	0.00	0.84	0.12	0.00	0.92
C2B	0.00	1.00	0.11	0.09	0.00	0.80	0.00	0.00	0.76
C3A	0.00	1.00	0.04	0.00	0.00	0.92	0.04	0.00	0.96
C3B	0.00	1.00	0.11	0.00	0.00	0.75	0.14	0.00	0.80
C4A	0.00	1.00	0.04	0.00	0.00	0.96	0.00	0.00	0.00
C5A	0.00	1.00	0.04	0.00	0.00	0.95	0.00	0.00	0.96

\*\*\*\*\*  
Conduit Surcharge Summary  
\*\*\*\*\*

No conduits were surcharged.

Analysis begun on: Fri Feb 14 07:04:47 2025  
Analysis ended on: Fri Feb 14 07:04:47 2025  
Total elapsed time: < 1 sec



Data Objectives Error Storage Patterns Edit Derive Audit Events Scatter Duration IDF

Storage required for: System Runoff (cfs)

From May 31, 2024 8:07 PM to Jun 04, 2024 9:53 AM (3.57 days)

Available storage before outflow: 0 ft<sup>3</sup>

Maximum design outflow: 13.13 cfs

Storage volume required to obtain a peak flow of 13.13 cfs at location System is 300579.5 ft<sup>3</sup>



STORM DRAINAGE DESIGN REPORT  
Meadowview Village  
February 17, 2025



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# APPENDIX D

## Northwestern Energy and MDT Conditional Approval Letters

December 6, 2024

Robert Osowski and Spencer Woith  
Woith Engineering, Inc.  
405 3<sup>rd</sup> St NW, Suite 206, Great Falls, MT

Subject: GF Storm Water Lift Station/Upslope Development

This letter is the Montana Department of Transportation's conditional approval of the detention pond that is part of the Upslope GF Development on Central Ave and 44<sup>th</sup> Street South.

MDT Hydraulics initially accepts the concept of releasing the post-development 100-year, 24-hour storm event at the predevelopment 2-year or 5-year rate. Either the 2-year or the 5-year predevelopment rate is acceptable to MDT. The detention pond should be designed to ensure that post-development runoff volumes and rates do not exceed the pre-development conditions at all design events.

In the preliminary storm drain report from Woith Engineering the 2-hour storm events were discussed as required in the City of Great Falls Storm Drainage Design Manual. MDT requires the 100-yr 24-hour storm event to be released at the pre-development rate to prevent any impacts to our downstream storm drain system. If any of the City of Great Falls' requirements are more conservative, those requirements will need to be satisfied also.

As the location of the proposed detention pond is located near the existing swamp, verify ground water levels to ensure that there is sufficient capacity in the pond. Please provide MDT with this analysis.

Once Woith Engineering has designed the pond and the outfall MDT will review further.

Please let me know if you have any questions or would like to discuss.

Thank you,

*Layne Davies*

Layne Davies, P.E.  
Great Falls District Hydraulics Engineer



December 6, 2024

Robby Osowski, PE  
Land Development Engineer  
Woith Engineering

Subject: Easement

Robby,

NorthWestern Energy is open to a drainage easement per your request. We will need to review the final easement and exhibit to ensure it will not impact our existing facilities. Please send those to me as soon as you have them.

Thanks

**Ron Olson**  
*Real Estate Representative*  
1315 North Last Chance Gulch, Helena, MT 59601-2909  
Cell: (406) 459-6466  
[ronald.olson@northwestern.com](mailto:ronald.olson@northwestern.com)



STORM DRAINAGE DESIGN REPORT  
Meadowview Village  
February 17, 2025



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# APPENDIX E

## Water Quality Calculations



## 1. CALCULATE RUNOFF REDUCTION VOLUME

### INPUT VARIABLES:

Rainfall Depth	P	0.5	inches
% Impervious	I	31	%
Site Drainage Area	A	84.07	acres

### EQUATIONS:

Runoff Coefficient	$R_v$	0.329	
--------------------	-------	-------	--

$$R_v = 0.05 + 0.9I$$

Runoff Reduction Volume	RRV	1.152	acre-feet
		50201.14	cubic-feet

$$RRV = \frac{PR_v A}{12}$$

## 2. CALCULATE RUNOFF TREATMENT VOLUME

### INPUT VARIABLES:

Volume infiltrated, evapotranspired, or captured for reuse	$V_{i,e,c}$	0.000	acre-feet
Runoff Reduction Volume	RRV	1.152	acre-feet

### EQUATIONS:

Runoff Treatment Volume	RTV	1.152	acre-feet
-------------------------	-----	-------	-----------

$$RTV = RRV - V_{i,e,c}$$

## 3. CALCULATE RUNOFF TREATMENT FLOW RATE

### A. DETERMINE THE RUNOFF CURVE NUMBER

### INPUT VARIABLES:

Rainfall Depth	P	0.5	inches
Total Area	A	84.07	acres
Runoff Reduction Volume	RRV	1.152	inches

### EQUATIONS:

Runoff Depth	Q	0.165	watershed inches
--------------	---	-------	------------------

$$Q = \frac{RRV * 12}{A}$$

Runoff Curve Number	CN	95	
---------------------	----	----	--

$$CN = \frac{1000}{10 + 5p + 10Q - 10\sqrt{Q^2 + 1.25QP}}$$

### B. CALCULATE TIME OF CONCENTRATION

### SHEET FLOW INPUT VARIABLES:

Manning's Roughness	n	0.011	(Table B-1)
Sheet Flow Length	L	300	feet
2-year, 24-hour Rainfall	$P_2$	1.7	inches
Slope of HGL	s	0.02	feet/foot

**SHEET FLOW EQUATION:**

Travel Time	Tt	0.067	hours
	Tt	4.003	minutes

$$T_t = \frac{0.007(nL)^{0.8}}{P_2^{0.5}S^{0.4}}$$
**SHALLOW CONCENTRATED FLOW INPUT VARIABLES:**

Slope of HGL	s	0.0075	feet/foot
Shallow Concentrated Flow Length	L	2150	feet

Is Surface Paved or Gutter? YES

**SHALLOW CONCENTRATED FLOW EQUATIONS:**

Average Velocity (Paved)	V	1.760	feet/second
--------------------------	---	-------	-------------

$$V = 20.3282s^{0.5}$$

Average Velocity (Unpaved)	V	N/A	feet/second
----------------------------	---	-----	-------------

$$V = 16.1345s^{0.5}$$

Travel Time	Tt	0.339	hours
	Tt	20.354	minutes

**TOTAL TIME OF CONCENTRATION:**

Time of Concentration	Tc	0.406	hours
	Tc	24.358	minutes

Note:  $T_{c(min)} = 5 \text{ minutes}$ 

Note: For more complex sites involving pipe flows and multiple flow segments, use MDEQ spreadsheet titled "Calculating IDF Curves" to calculate time of concentration and input result manually in cell above.

**C. CALCULATE RUNOFF TREATMENT FLOW RATE**

Initial Abstraction	I <sub>a</sub>	0.108
---------------------	----------------	-------

$$I_a = 0.2 \left( \frac{1000}{CN} - 10 \right)$$

Abstraction Ratio	I <sub>a</sub> /P	0.216
Unit Peak Discharge (Fig. B-2)	q <sub>u</sub>	1000.000

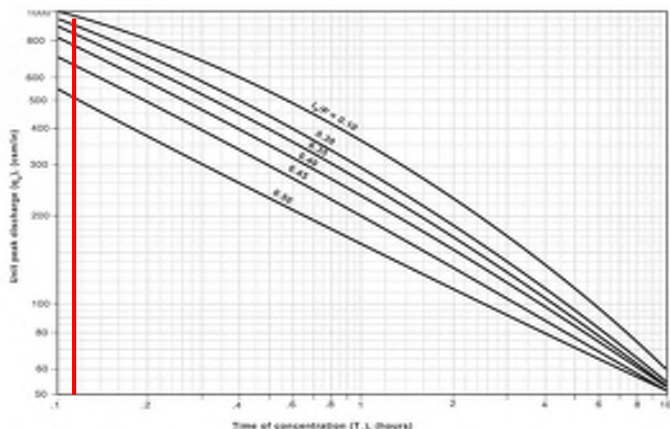


Figure B-2: Unit Peak Discharge (q<sub>u</sub>) for NRCS (SCS) Type II Distribution  
Source: NRCS TR-55, Exhibit 4-8

Note: The accuracy of peak discharge will be reduced if I<sub>a</sub>/P values are used that are outside the range given in Figure B-2. In such cases, the limiting I<sub>a</sub>/P values are recommended for use.

Runoff Treatment Flow Rate	RTF	21.61	cfs
----------------------------	-----	-------	-----

LAND USE SUBMITTAL REPORT  
Meadowview Village  
April 16, 2025



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# APPENDIX G

## Planned Unit Development Document

# Meadowview Village Subdivision

## Planned Unit Development

Version 2: 4/3/2025

### Contents

1.00 Meadowview Village Planned Unit Development Standards Purpose & Summary ..... 2

2.00 Meadowview Village Development Standards Table ..... 5

3.00 Other (i.e. design guidelines, etc) ..... 7

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Exhibits ..... 8

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    B) Proposed Subdivision Plat ..... 8

    C) Phasing Plan ..... 8



## 1.00 Meadowview Village Planned Unit Development Standards Purpose & Summary

The purpose of this document is to describe and identify those deviations from Title 17 of the City of Great Falls Land Development Code regarding the Meadowview Village Subdivision. The Meadowview Village Subdivision will be zoned as Planned Unit Development with an underlying zone of R-3. Note that the Meadowview Village Subdivision will allow deviations from the following Title 17 R-3 zoning code.

1. Lot Sizes/Setbacks
2. Land Use
3. Landscaping

The Meadowview Village Subdivision is located in Section 09, Township 20 North, R04 East, Beebe Lots 8-10 & 13-15, City of Great Falls, Cascade County, Montana. This proposed development will connect to 46th Street North, and create a network of roads and alleys through the subdivision. All roadways and alleys will be private. Street and utility improvements will be constructed and completed with each phase of construction.

### The Need for Attainable Housing

The purpose of this project is to develop entry level housing to allow our buyers to gain future equity, appreciation, and an opportunity to control their housing costs. Home prices in Great Falls have risen significantly in recent years, making homeownership increasingly out of reach for many residents, including teachers, retired police officers, senior citizens, and others who contribute to the strength and character of Great Falls. Our development team, in collaboration with our civil engineers, is committed to addressing this challenge by providing attainable homes for purchase, rather than additional rental units.

With the expansion of Malmstrom Air Force Base and an increasing population, Great Falls requires an estimated 370 new homes for sale annually. While our project alone cannot meet this full demand, it will provide a crucial supply of homes for residents looking to achieve homeownership.

### Green Spaces (Cottage Courts) in Front of Each Home

Dedicated green spaces are a central feature of this project, promoting aesthetic appeal, creating a safe area for children to play, and building a sense of community. Key advantages include:

- **Improved Quality of Life:** These green spaces serve as areas for relaxation, recreation, and community gatherings, enhancing residents' mental and physical well-being.
- **Visual Appeal:** Green spaces create an attractive streetscape, boosting property values and contributing to the overall charm of the neighborhood.
- **Common Use Areas:** Instead of larger individual lots, communal greenspace will be maintained by the HOA, keeping the neighborhood open and green while reducing landscaping costs for homeowners.

## Explanation of Street Width in this Project

The private road design in our subdivision aligns with our commitment to creating a safer, more efficient, and cost-effective community. Key benefits include:

- **Improved Safety for Drivers and Pedestrians:**
  - Restricting parking to one side of the street reduces the chances of accidents caused by vehicles pulling in and out of parking spaces.
  - Enhanced visibility and fewer interactions between vehicles and pedestrians result in a more controlled and predictable traffic environment.
- **Wider Travel Lanes:**
  - Featuring ten-foot travel lanes, wider than the city's standard nine-foot lane, ensures safer vehicle navigation.
  - The extra lane width minimizes sideswipe risks and provides drivers with more reaction time for unexpected obstacles.
  - Wider lanes also accommodate emergency and service vehicles, allowing for swift and unobstructed access during critical situations.
- **Selective Sidewalk Placement:**
  - Sidewalks on only one side of the street balance affordability with safety by providing a clear pedestrian path while reducing construction costs.
  - Concentrating foot traffic on one side reduces potential conflicts between pedestrians and vehicles while still promoting walking and outdoor activity.
  - Sidewalk construction will be completed by the developer and installed after installation of homes per row.

These thoughtfully designed elements collectively enhance traffic flow, community safety, and affordability, ensuring our subdivision is both desirable and functional for Great Falls residents.

## Project Alignment with City Goals & Strong Towns Principles

Our development is well-aligned with the principles of Strong Towns and the goals of the City of Great Falls:

- **Infill Development:** This project will be located within the city's existing infrastructure, utilizing established sewer and water lines rather than requiring costly new extensions.
- **Privately Maintained Roads:** All roads in our community will be privately maintained, ensuring that the city does not bear future maintenance and replacement costs.

- **Denser Lots for Attainability:** By designing homes on more efficient lots, we are able to bring down costs and offer homes at a more attainable price point, making homeownership more accessible for Great Falls residents.
- **Efficient Lot Design for Diverse Housing Options:** Our thoughtfully designed lots accommodate a range of home sizes and styles, making homeownership accessible to residents with different needs and budgets. By maximizing land efficiency, we can lower costs while maintaining quality and livability.

### **Efficient, Cost-Saving Design**

We have made specific design decisions to maximize cost savings and keep home prices attainable for our buyers. Every efficiency we achieve, whether in site layout, infrastructure, or home design— translates directly into attainability for end buyers. This means more Great Falls residents will have the opportunity to own a home rather than remain renters indefinitely.

### **Conclusion**

We at Upslope Group are excited to be a partner with the community of Great Falls and work with residents and elected officials to bring much-needed attractive and well-designed attainable housing to the city. In collaboration with our civil team and city officials we have created a design that focuses on community with common area green spaces, a community center, a pickleball/sports court, and playground. By approving this project, the city will take a significant step toward addressing the housing shortage, providing homeownership opportunities for local families, and ensuring that Great Falls remains a vibrant, affordable community for generations to come.

HOA documents are being developed for the proposed project and will encompass uniform architectural and landscaping standards, maintenance and usage of the roads and common areas, and community responsibility and enforcement.

## 2.00 Meadowview Village Development Standards Table

Meadowview Village Development Standards		
Standard	R-3 (Title 17, Chapter 20, Article 4 and Article 3)	Meadowview Village PUD Deviations
Minimum lot size for newly created lots	[7,500] sq. feet	[1,200] sq. feet
Minimum lot width for newly created lots	[60] feet	[23] feet
Lot proportion for newly created lots (maximum depth to width)	[2.5:1]	[3.5:1]
Minimum front yard setback	[20 feet]	[5 feet]
Minimum side yard setback	[6 feet]	[3 feet]
Minimum rear yard setback	[10 feet]	[5 feet]
Minimum front yard setback for Detached Garages and other Accessory Structures	[20] feet	[20] feet
Minimum side yard setback for Detached Garages and other Accessory Structures	[5] feet	[3] feet
Minimum rear yard setback for Detached Garages and other Accessory Structures	[5] feet	[3] feet



Meadowview Village Development Standards		
Standard	R-3 (Title 17, Chapter 20, Article 4 and Article 3)	Meadowview Village PUD Deviations
Maximum lot coverage of principal and accessory buildings	Corner lot: [55%] Other types: [50%]	Corner lot: [60%] Other types: [60%]
Maximum fence height between front lot line and front of principal building	[4] feet	[4] feet
Maximum fence height from the front of principal building to the rear lot line	[6] feet	[6] feet
Cumulative area limitations for private garages and accessory structures (Exhibit 20-9)	[1,200] feet	[1,200] feet
Home Landscaping requirements (OCCGF 17.44.2)	Turf grass or ground cover plants shall cover at least fifty (50) percent of the lot area not covered by a structure. One interior tree is required.	Fifty (50) percent of the lot area not covered by a structure will be “xeric” landscaping, by using drought tolerant plants, artificial turf, and decorative hardscape or mulch. No interior trees on home lots are required.
Land Use (Community Services/Uses) – Community Center	Conditional Use	Permitted Use
Land Use (Special Care Facilities) – Day Care Center	Conditional Use	Permitted Use

Meadowview Village Development Standards		
Standard	R-3 (Title 17, Chapter 20, Article 4 and Article 3)	Meadowview Village PUD Deviations
Land Use (Indoor Recreation/Sports/Entertainment) – Indoor Sports and Recreation	Not Permitted Use	Permitted Use
Front Porch Coverage	60% of the width of the home	100% of the width of the home

\*Note that if a “Meadowview Village Deviations” development standard is not listed in the above table, the standard for the underlying [R-3] Zoning District applies.

### 3.00 Other (i.e. design guidelines, etc)

Setback guidelines will follow 17.20.4.020 Exceptions. Specifically, steps and eaves are allowed to encroach into the front and side yard setbacks.

Setback dimensions are from face of wall, perpendicular to the property line.

Front yards of common area/alley lots will face the common area. Front yards of street loaded lots will face to street.

Front porches will be allowed to occupy 100% of the main portion of the home width, as mentioned in the above development table standards.

The block and lot diagrams provided in the subdivision application are for reference only. These diagrams are used to show the largest size unit per lot. Unit types per lot can and may vary depending on homeowners preference, as long as it meets the established setbacks.

Other design guidelines will follow the Homeowners Association (HOA) documents.

### 4.00 Process for Future Changes or Alterations to the Meadowview Village PUD

It is acknowledged that any changes or alterations to the Meadowview Village Subdivision will be subject to 17.16.29.100 of the City of Great Falls Land Development Code which states:

“A Planned Unit Development shall be developed only according to the approved final plan and all supporting data. The final plan and supporting data together with all recorded amendments shall be binding on the applicants, their successors, grantees, and assigns, and shall limit and control the use of

premises (including the internal use of buildings and structures) and location of structures in the Planned Unit Development as set forth therein.

**A. Major Changes.** Major changes in the plan of development or supporting data similarly approved shall be considered the same as a new petition, and reapplication shall be made in accordance with the procedures for a new application. Major changes include increase in density, heights of buildings, change in location and types of nonresidential land uses, changes in road standards or alignment, changes in the location and/or amount of land devoted to open space, parks or other common facilities.

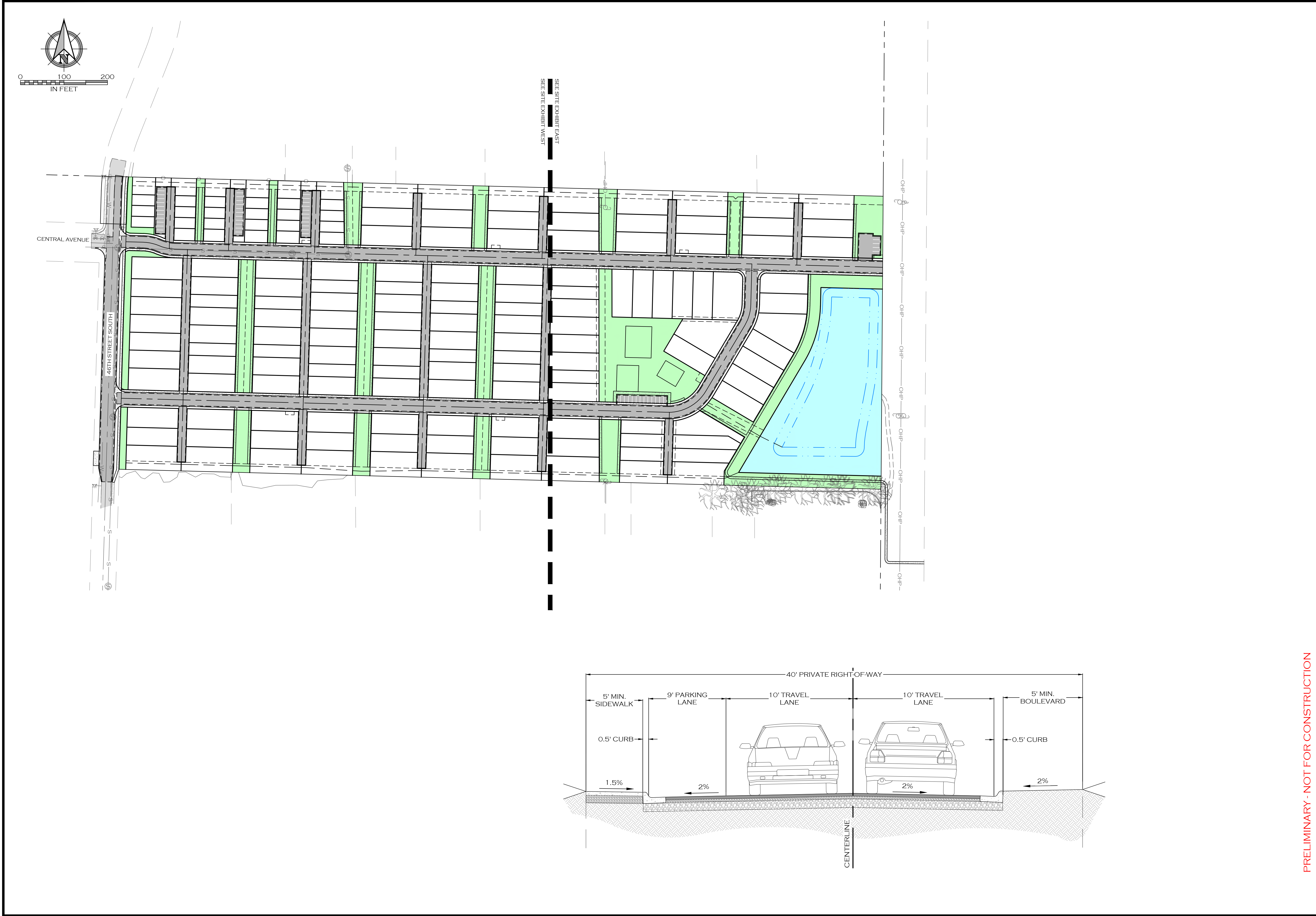
**B. Minor Changes.** Minor changes may be approved by the zoning administrator or Planning and Community Development Director following approval of such change by the appropriate property owners' association if applicable. Minor changes are defined as any change not defined as a major change."

## Exhibits

- A) Site Layout
- B) Proposed Subdivision Plat
- C) Phasing Plan

**Exhibit A – Site Layout**

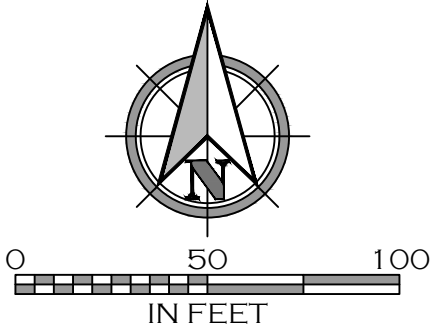




PRELIMINARY - NOT FOR CONSTRUCTION

EX-A	GREAT FALLS	MEADOWVIEW VILLAGE	MONTANA	SITE LAYOUT OVERALL LAND USE SUBMITTAL	WOITH ENGINEERING, INC. ENGINEERS & SURVEYORS 405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-781-1955 3000 CLARY STREET, SUITE 100 • GIBSON, MT 59601 • 406-233-5505 WWW.WOITHENG.COM • COPYRIGHT © WOITH ENGINEERING, INC., 2025	DESCRIPTION	DATE	JOB #:	23-080
									DRAWN: RLO/TDL
									RLO
									QA:
									SMW/RLO
									DATE:
									04/03/2025





KEY NOTES

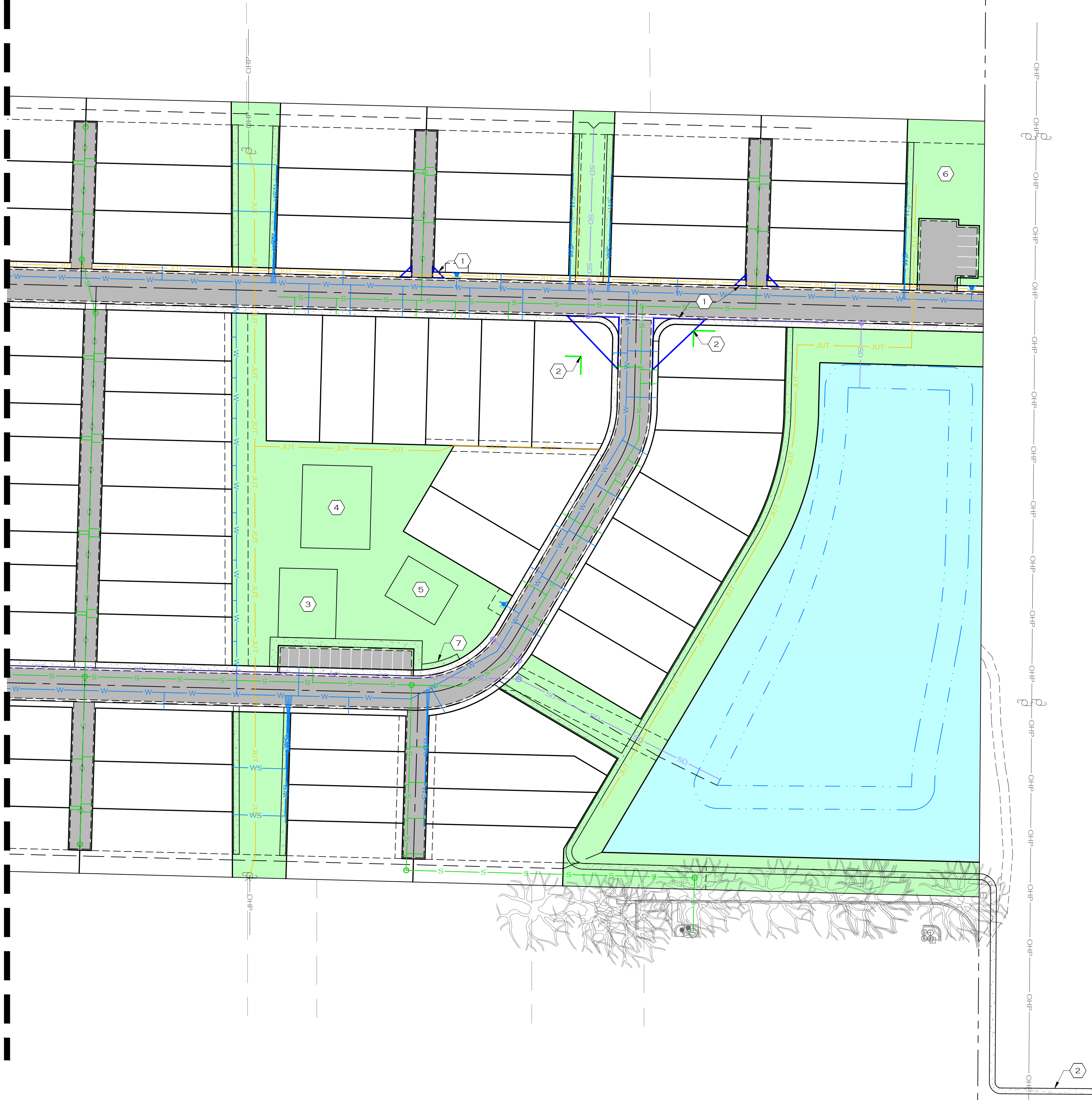
- 1 CLEAR VISION TRIANGLE (45' x 45') OR (10' x 10')
- 2 BUILDING CORNER PER LOT LAYOUT

PRELIMINARY - NOT FOR CONSTRUCTION

EX-A	GREAT FALLS	MEADOWVIEW VILLAGE	MONTANA	SITE LAYOUT WEST LAND USE SUBMITTAL	 <b>WOITH ENGINEERING, INC.</b> <b>ENGINEERS &amp; SURVEYORS</b> 405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955 3880 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9565 • <a href="http://WWW.WOITHENGINE.COM">WWW.WOITHENGINE.COM</a> COPYRIGHT © WOITH ENGINEERING, INC., 2025		DESCRIPTION	DATE	JOB #:
						DRAWN:	RLO/TDL	23-090	
						DESIGN:	RLO		
						QA:	SMW/RLO		
						DATE:	04/03/2025		

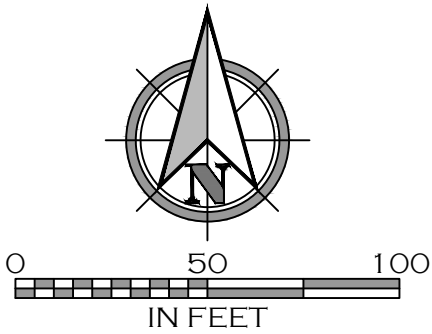


MATCHLINE  
SITE EXHIBIT WEST



KEY NOTES

- 1 CLEAR VISION TRIANGLE (45' x 45') OR (10' x 10')
- 2 BUILDING CORNER PER LOT LAYOUT
- 3 CLUBHOUSE
- 4 PRICKLE BALL COURT BUILDING
- 5 PLAYGROUND
- 6 DOG PARK
- 7 MAILBOXES
- 8 SCHOOL DISTRICT TRAIL CONNECTION



PRELIMINARY - NOT FOR CONSTRUCTION

EX-A		GREAT FALLS		MEADOWVIEW VILLAGE		MONTANA		SITE LAYOUT EAST LAND USE SUBMITTAL		WOITH ENGINEERING, INC. ENGINEERS & SURVEYORS 405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-791-1955 3000 CLARY STREET NW • BOZEMAN, MT 59717 • 406-593-5555 WWW.WOITHENG.COM • COPYRIGHT © WOITH ENGINEERING, INC., 2025		JOB #:		23-090	
												DRAWN:		RLO/TDL	
												DESIGN:		RLO	
												QA:		SMW/RLO	
												DATE:		04/03/2025	

**Exhibit B – Proposed Subdivision Plat**

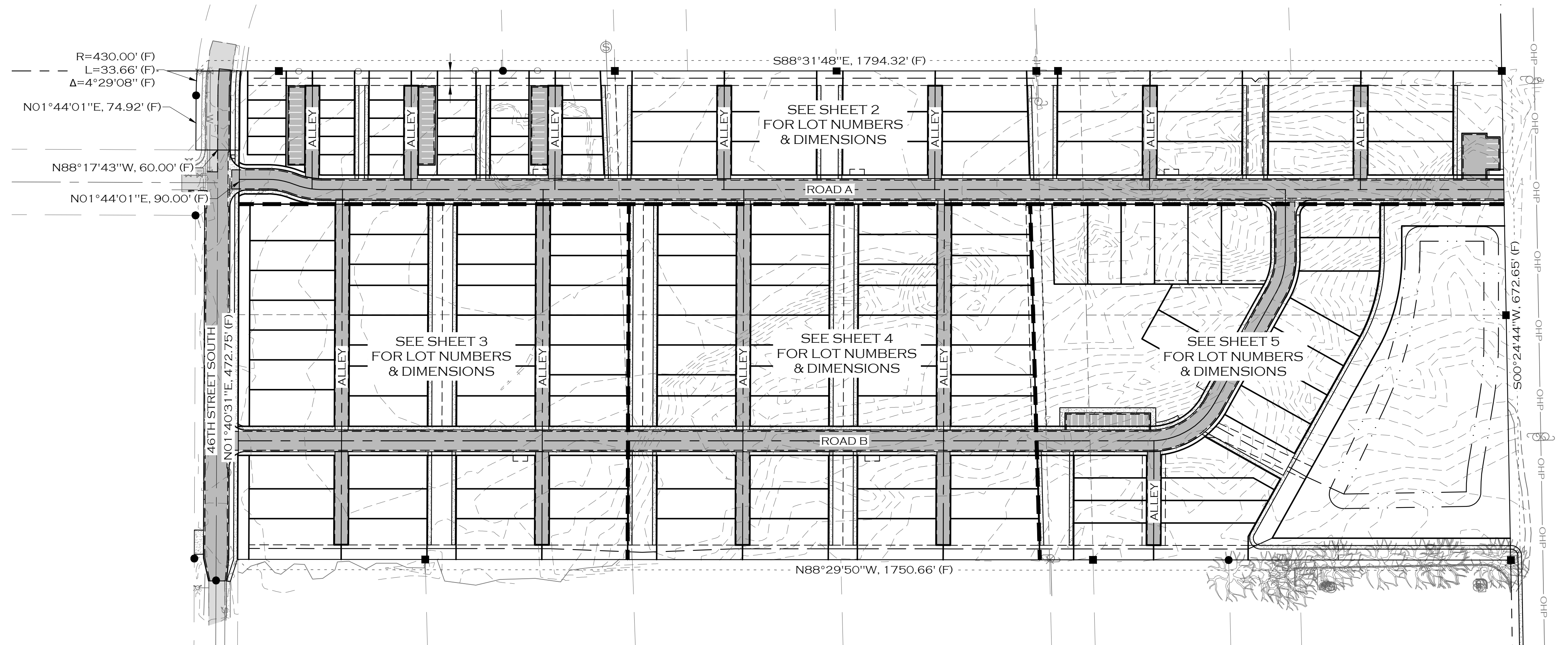


# PRELIMINARY PLAT OF MEADOWVIEW VILLAGE

A MAJOR SUBDIVISION LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA

OWNER OF RECORD  
GREAT FALLS CHURCH OF CHRIST  
INCORPORATED

SURVEY COMMISSIONED BY  
UPSLOPE GROUP



## LEGEND

	SECTION LINE
	EXTERIOR SUBDIVISION BOUNDARY
	OLD LOT BOUNDARY
	ADJOINING PARCEL BOUNDARY
	INTERIOR LOT BOUNDARY PER THIS PLAT
	EASEMENT PER THIS PLAT
	FOUND MONUMENT
	FOUND IRON PIPE
	FOUND REBAR
	EXISTING ASPHALT
	EXISTING DIRT ROAD
	EXISTING GRAVEL
	EXISTING CURB
	EXISTING ROAD CENTERLINE
	EXISTING TRAIL
	EXISTING SIGN POST
	EXISTING CONCRETE/SIDEWALK
	EXISTING DITCH
	EXISTING SWAMP
	EXISTING FILL PILES
	EXISTING LANDSCAPING
	EXISTING BARB WIRE FENCE
	EXISTING CHAINLINK FENCE
	EXISTING GATE POST
	EXISTING BOLLARD
	EXISTING OVERHEAD POWER
	EXISTING POWER POLE
	EXISTING BURIED TELEPHONE
	EXISTING MANHOLE - TELEPHONE
	EXISTING TELEPHONE VAULT
	EXISTING TELEPHONE PEDESTAL
	EXISTING BURIED GAS
	EXISTING SANITARY SEWER
	EXISTING MANHOLE - LIFT STATION
	EXISTING MANHOLE - SANITARY SEWER
	EXISTING WATER MAIN
	EXISTING WATER SERVICE
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	EXISTING DECIDUOUS TREE
	PROPOSED BUILDING
	PROPOSED ROAD CENTERLINE
	PROPOSED CURB
	PROPOSED ASPHALT
	PROPOSED SIDEWALK/CONCRETE
	PROPOSED POND

## SUBDIVISION AREAS

27.03 ACRES (GROSS)  
15.94 ACRES (LOTS)  
0.15 ACRES (PUBLIC RIGHT-OF-WAY)  
4.36 ACRES (PRIVATE ROADS & ALLEYS)  
4.49 ACRES (COMMON AREAS)  
2.09 ACRES (STORMWATER POND)

## KEY NOTES

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- PUBLIC UTILITY EASEMENT PER THIS PLAT (ENCOMPASSES COMMON AREA LOT, UNLESS OTHERWISE NOTED)
- 20' STORM DRAINAGE EASEMENT PER THIS PLAT
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- 10' PUBLIC UTILITY EASEMENT PER THIS PLAT
- 20' x 8' CITY OF GREAT FALLS PUBLIC UTILITY EASEMENT PER THIS PLAT
- 20' x 13' CITY OF GREAT FALLS PUBLIC UTILITY EASEMENT PER THIS PLAT

## PERIMETER LEGAL DESCRIPTION

TRACTS 8-10 & 13-15 OF BEEBE TRACTS, RECORDS OF CASCADE COUNTY, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN MONTANA, CASCADE COUNTY, MONTANA.

## NOTES

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- ROAD A, ROAD B, AND THE ALLEYS ARE PRIVATE AND COMPRISE A SINGLE LOT THAT IS OWNED AND MANAGED BY THE MEADOWVIEW VILLAGE HOMEOWNERS ASSOCIATION. SAID LOT CONTAINS 4.36 ACRES.
- ROAD A, ROAD B, AND THE ALLEYS ARE ARE ENCUMBERED IN THERE ENTIRETY WITH A CITY OF GREAT FALLS PUBLIC UTILITY EASEMENT.

## CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PRELIMINARY PLAT REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON THE DATE SHOWN HEREON.

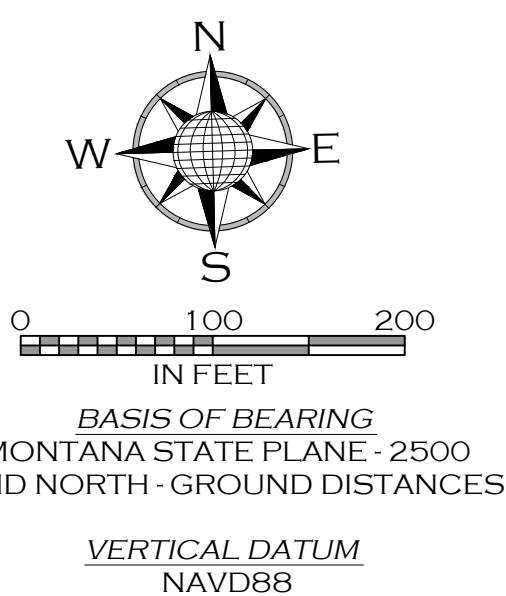


# PRELIMINARY



MICHAEL D. SHAYLOR, PLS  
MONTANA REGISTRATION NO. 19110LS

DATE



1/4	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA WEI JOB#: 23-090 DRAWN: GRH QA: MDS DATE: APRIL 3, 2025 FILENAME: PREPLAT.DWG SHEET 1 OF 5
	9	20 N	4 E	

**WOITH ENGINEERING, INC.**  
**ENGINEERS & SURVEYORS**  
405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955  
3600 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9565  
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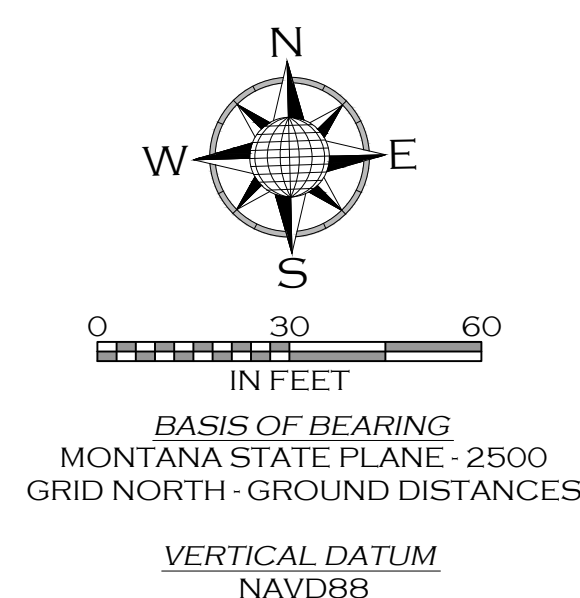
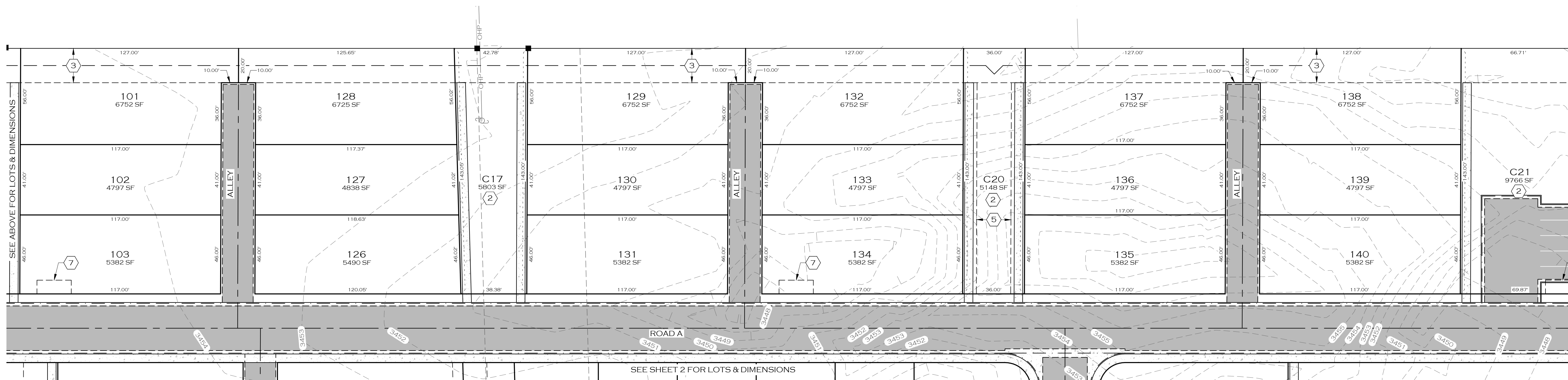
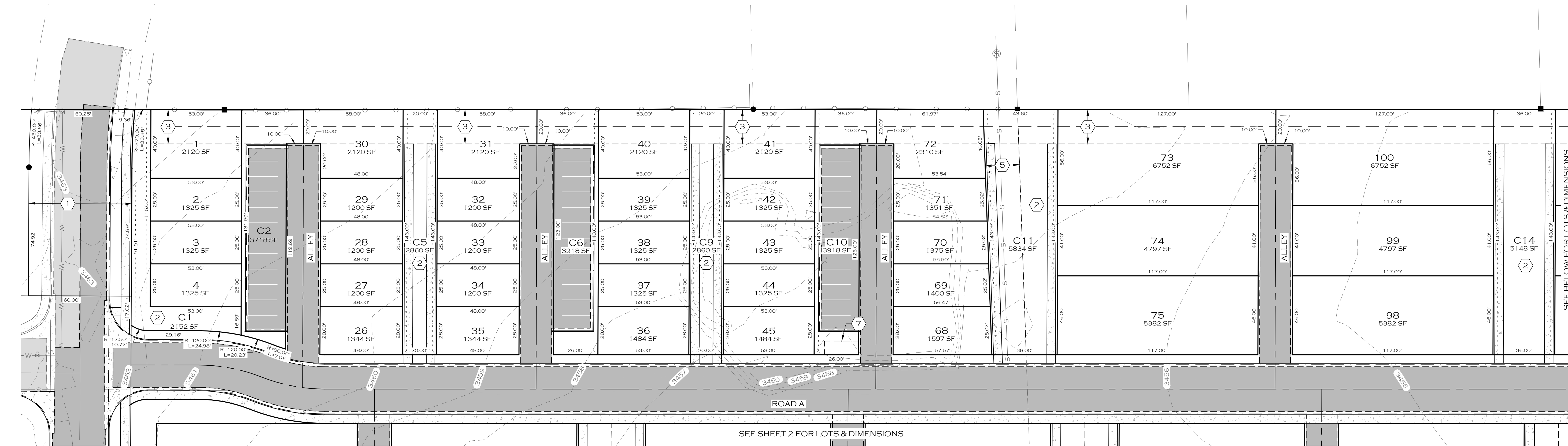


# PRELIMINARY PLAT OF MEADOWVIEW VILLAGE

OWNER OF RECORD  
GREAT FALLS CHURCH OF CHRIST  
INCORPORATED

SURVEY COMMISSIONED BY  
UPSLOPE GROUP

A MAJOR SUBDIVISION LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA



## KEY NOTES

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1/4	SECTION	TOWNSHIP	RANGE
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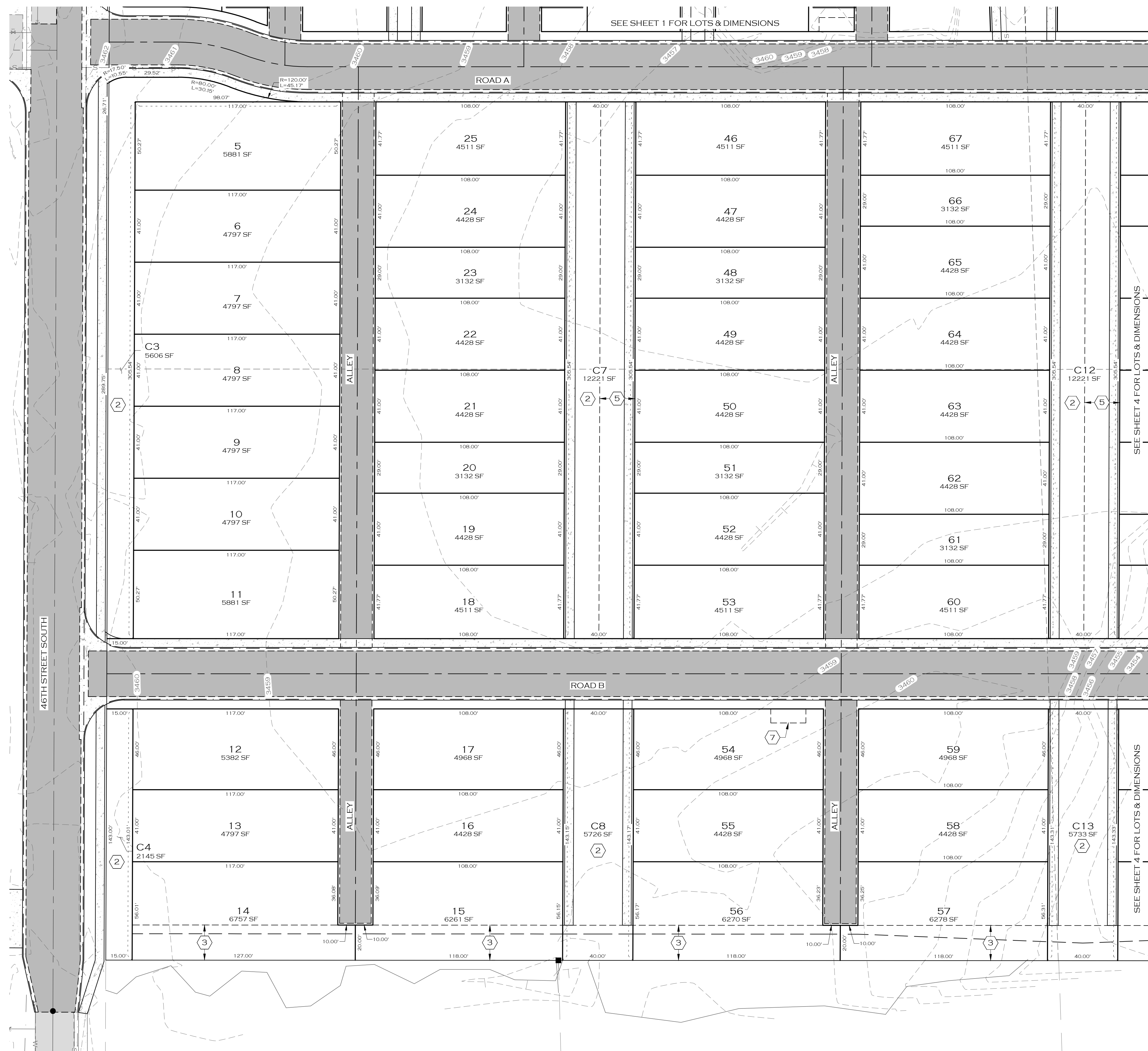
PRINCIPAL MERIDIAN MONTANA  
CASCADE COUNTY, MONTANA  
WEI JOB#: 23-090  
DRAWN: CRH  
QA: MDS  
DATE: APRIL 3, 2025  
FILENAME: PREPLAT.DWG  
SHEET 2 OF 5

PRELIMINARY PLAT OF  
MEADOWVIEW VILLAGE

OWNER OF RECORD  
GREAT FALLS CHURCH OF CHRIST  
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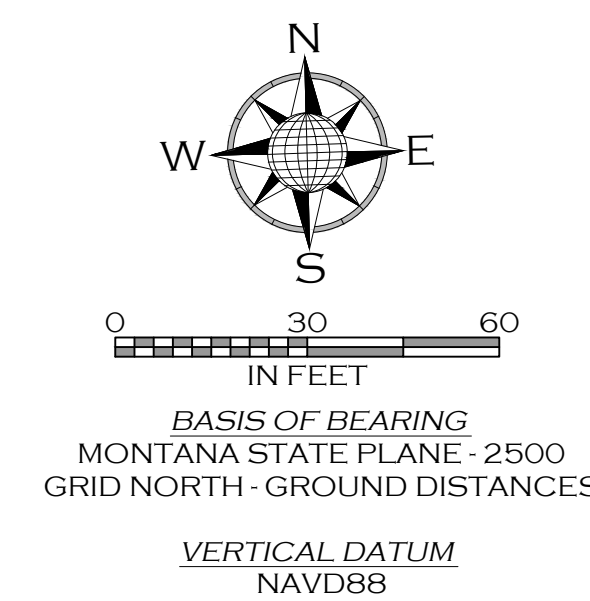



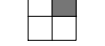
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 <b>WOITH ENGINEERING, INC.</b> <b>ENGINEERS &amp; SURVEYORS</b> 405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955 3600 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9505 • WWW.WOITHENG.COM •	1/4	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA WEI JOB#: 23-090 DRAWN: CRH QA: MDS DATE: APRIL 3, 2025 FILENAME: PREPLAT.DWG SHEET 3 OF 5
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PRELIMINARY PLAT OF  
MEADOWVIEW VILLAGE

A MAJOR SUBDIVISION LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA

OWNER OF RECORD  
GREAT FALLS CHURCH OF CHRIST  
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SURVEY COMMISSIONED BY  
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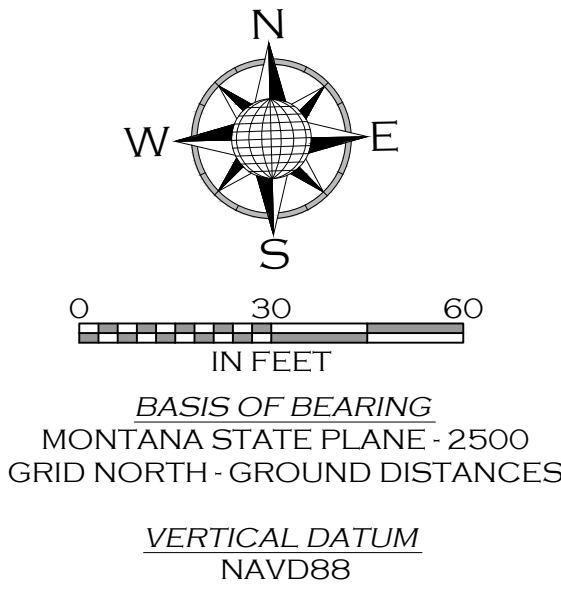


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1/4	SECTION	TOWNSHIP	RANGE
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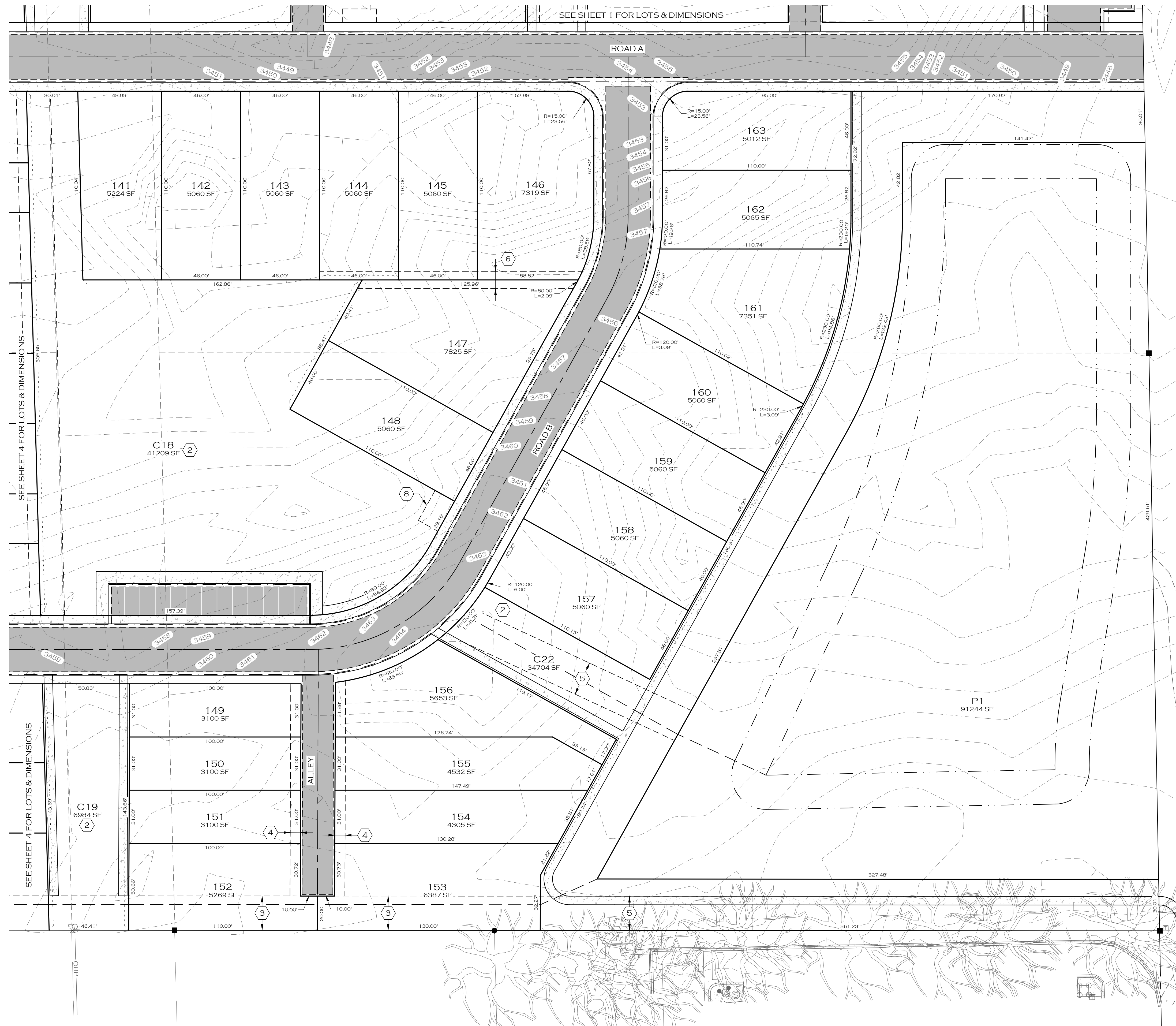
PRINCIPAL MERIDIAN MONTANA  
CASCADE COUNTY, MONTANA  
WEI JOB#: 23-090  
DRAWN: CRH  
QA: MDS  
DATE: APRIL 3, 2025  
FILENAME: PREPLAT.DWG  
SHEET 4 OF 5



PRELIMINARY PLAT OF  
MEADOWVIEW VILLAGE

OWNER OF RECORD  
GREAT FALLS CHURCH OF CHRIST  
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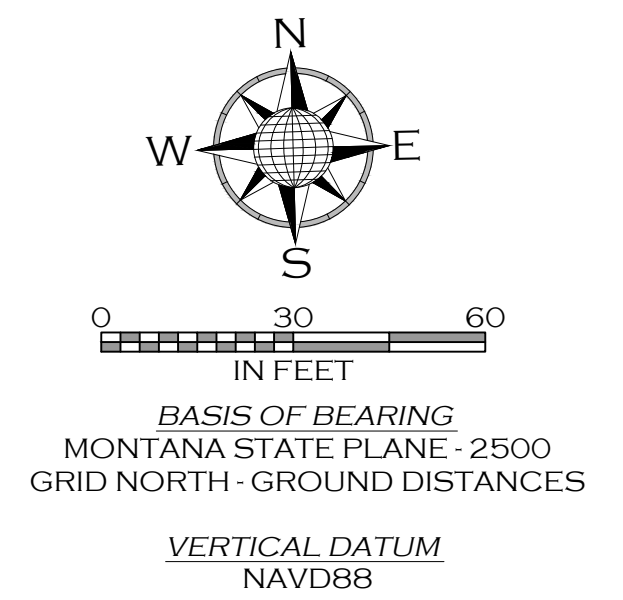


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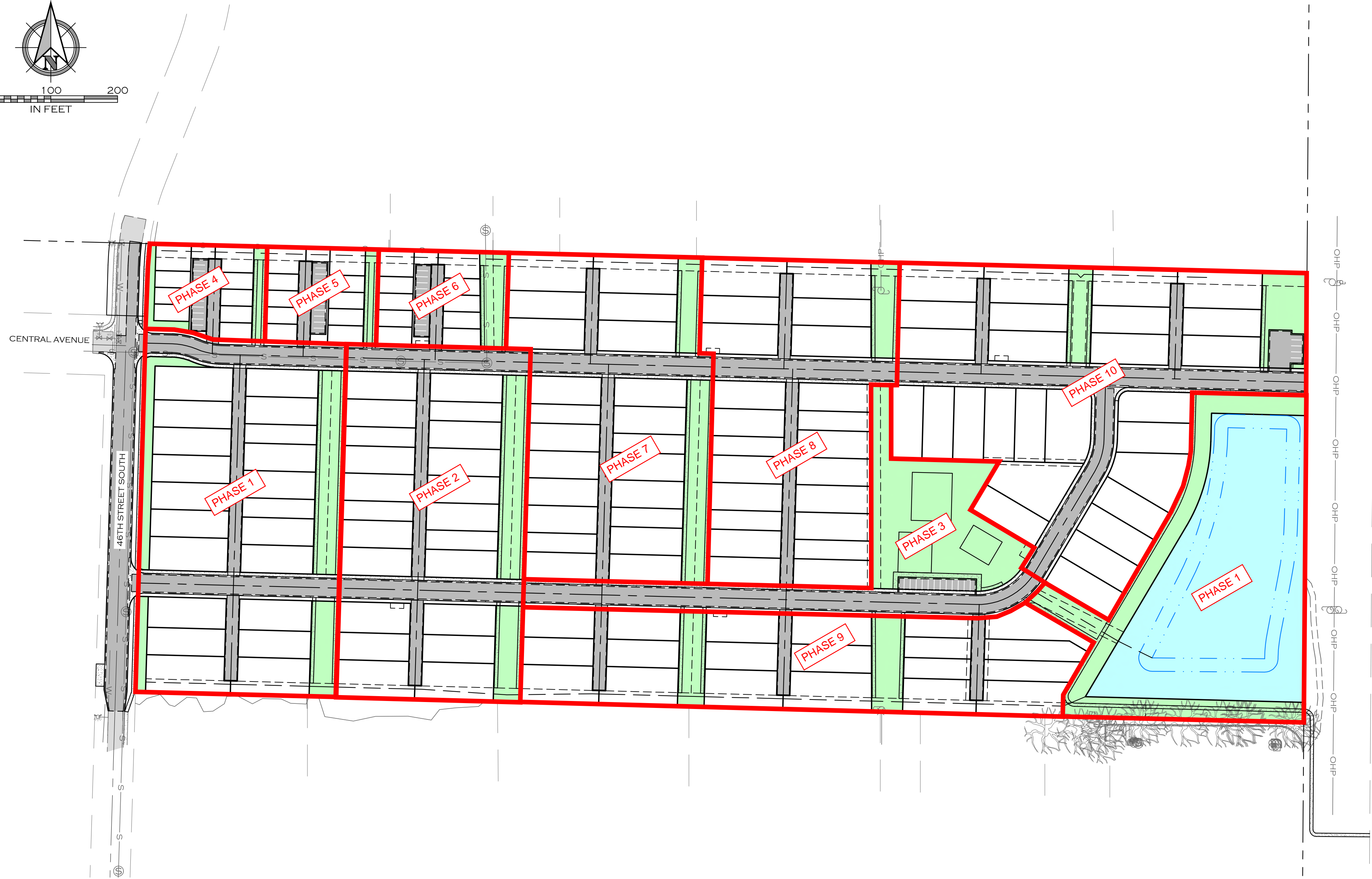
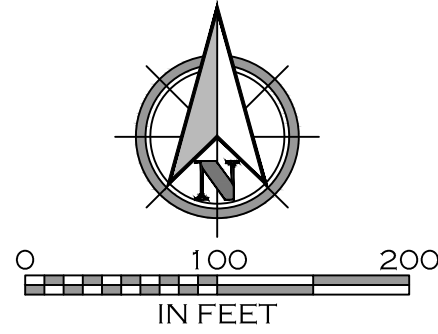
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						9	20 N	4 E	

## Exhibit C – Proposed Phasing Plan



PRELIMINARY - NOT FOR CONSTRUCTION

GREAT FALLS  
MEADOWVIEW VILLAGE  
MONTANA  
SITE LAYOUT OVERALL LAND USE SUBMITTAL

**WOITH ENGINEERING, INC.**  
**ENGINEERS & SURVEYORS**  
405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-781-1955  
3000 CLARY STREET, SUITE 100 • MISSOULA, MT 59806 • 406-233-5555  
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#	DESCRIPTION	DATE

JOB #:	23-080
DRAWN:	RLO/TDL
DESIGN:	RLO
QA:	SMW/RLO
DATE:	04/03/2025





EX-A

MONTANA

MONTANA



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**ENGINEERS & SURVEYORS**

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DATE	DESCRIPTION	DATE	JOB #:	23090
			DRAWN:	RLO/TDL
			DESIGN:	RLO
			QA:	SMW/RLO
			DATE:	04/03/2025



LAND USE SUBMITTAL REPORT  
Meadowview Village  
April 16, 2025



---

# APPENDIX H

## **Additional Site Drawings and Renderings**







































































































































LAND USE SUBMITTAL REPORT  
Meadowview Village  
April 16, 2025



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# APPENDIX I

## Homeowners Association Documents

After recording return to:  
Rhoades & Erickson PLLC  
430 Ryman Street  
Missoula, MT 59802

## **BYLAWS OF MEADOWVIEW VILLAGE HOA, INC.**

Meadowview Village HOA, Inc., a Montana Non-Profit Association, acting through its duly appointed and acting Directors, adopts bylaws as follows:

These Bylaws are adopted by the Board of Directors of Meadowview Village HOA, Inc., a Montana nonprofit mutual benefit corporation, for the purposes of establishing rules and guidelines for the governance of Meadowview Village HOA, Inc. and the maintenance and operation of the Meadowview Village subdivision pursuant to the Montana Nonprofit Corporation Act, § 35-2-113 et seq., MCA.

### **1. Definitions.**

a. "Association" means Meadowview Village HOA, Inc., a Montana non-profit Association.

b. "Articles" means the Articles of Incorporation filed for the Association.

c. "Board" means the Board of Directors of the Association.

d. "Declaration" means the Declaration of Covenants, Conditions, and Restrictions for Meadowview Village, dated and recorded \_\_\_\_\_, 2025, as document \_\_\_\_\_, records of Cascade County, Montana, or as the Declaration may be subsequently amended from time to time, and any assignment of the Declarant's interest thereunder, including the Assignment and Assumption of Interest dated and recorded \_\_\_\_\_, \_\_\_\_\_, as document \_\_\_\_\_, records of Cascade County, Montana.

e. "Declarant" means \_\_\_\_\_ and its successors and assigns.

f. "Lot" shall mean and refer to any plot of land shown upon the recorded plat of the property subject to the Declaration, with the exception of common areas and dedicated streets and roads, if any.

g. "Period of Declarant Control" means the period beginning on the date the Declaration is first recorded in the office of the Clerk and Recorder of Cascade County, Montana, and ending on the date on which Declarant has sold one hundred percent (100%) of the Lots within Meadowview Village (including all phases) and the Declarant has notified the Association in writing that Declarant has determined that no additional property shall be added to Meadowview Village.

2. Principal Office. The Association's principal office shall be located at \_\_\_\_\_ Great Falls, Montana, or such other place within the State of Montana as the Board of Directors may determine.

### 3. Membership.

a. Membership Eligibility. The Members of the Association (a "Member") shall consist of those persons or entities who are mandated to be members under the Declaration.

b. Voting Rights. The Members shall be entitled to vote upon membership matters in the manner described in the Declaration. A simple majority of the quorum of the votes assigned to Members represented at any meeting shall be sufficient to pass motions, approve resolutions, or elect Directors unless the Declaration, Articles, or law require a greater majority.

c. Membership Meetings. The Members shall hold an annual meeting on the first Monday in the month of June, beginning in the year 2026, at the hour of 6:00 p.m., at the principal office of the Association, or upon notice at such other place and time within the State of Montana as may be designated by the Board of Directors. The purpose of the annual meeting shall be to elect Directors and to transact any other matters that might come before the meeting. If the date fixed for the annual meeting falls upon a legal holiday, then the annual meeting shall be held on the next business day. In the event the annual meeting is omitted by oversight or otherwise, the Directors shall cause a meeting to be held in lieu thereof as soon as such meeting may be conveniently done. Any business transacted or elections held at such meeting shall be as valid as though called and held upon the date of the annual meeting previously specified. Such subsequent or replacement meetings shall be called in the same manner as prescribed for the calling of special meetings of the Members.

d. Special Meetings. Special meetings of the Members may be called at any time by the President of the Association or by the Board of Directors. It shall be the duty of the President and Board of Directors to call such special meetings whenever so requested in writing by twenty-five percent of the Members. Such meetings shall be held at the principal office of the Association

or after notice at such other place within the State of Montana as may be designated by the Board of Directors. Notice of special meetings shall be given in accordance with Section 3(e).

e. Notice of Meetings. Except as otherwise provided for by statute, written or printed notice stating the location, date, and hour of the meeting and, in the case of special meetings, the purpose for which the meeting is to be held shall be delivered not less than ten days nor more than fifty days before the date of any such meeting. Notice shall be given by the Secretary of the Association at the direction of the President or the Board of Directors. Notice may be communicated as permitted under § 35-2-115, MCA. It is the obligation of the Member to keep the Association advised of that Member's current address and other contact information.

f. Action without Meeting. Any action required or which may be taken at a meeting of the Members may be taken without a meeting if the consent in writing setting forth the action so taken is signed by all of the Members entitled to vote on such matter.

g. Remote Meetings. Membership meetings may be held by remote means if conducted in accordance with § 35-2-525, MCA, and so long those participating by remote means may simultaneously hear each other and those participating in person during the meeting. A Member participating in a meeting by this means is considered to be present in person at the meeting.

h. Order of Business. The order of business at the annual meeting and as far as possible at all other meetings of the Members shall be as follows: (i) call of roll; (ii) proof of due notice of meeting or waiver of notice; (iii) reading and disposal of any unapproved minutes; (iv) reports of officers; (v) election of officers; (vi) unfinished business; (vii) new business; and (viii) adjournment.

i. Membership Rolls. The Association shall maintain a membership roll containing the names and addresses of all of the Members of the Association. This membership roll shall be prima facie evidence of the identity and address of the Members entitled to vote and to exercise all other rights of membership. The membership rolls shall be open to inspection during the regular business hours of the Association or upon reasonable request to the custodian of such rolls. It shall be the responsibility of Members to advise the Association upon any transfer of a Lot or upon any change of mailing address.

j. Quorum. The presence of 50 percent of the Members of the Association, represented either in person or by proxy, shall constitute a quorum at any meeting of the Members. If less than that number of Members is represented at such meeting, a majority of those Members so present may adjourn the meeting without further notice. Upon the continuation of any adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.



k. Proxies. At all meetings of the Members, a Member may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney in fact. Such proxies shall set forth the period of time for which they will be valid, which shall not exceed eleven months from the date of its execution unless otherwise provided for in the proxy.

l. Cumulative Voting. Cumulative voting shall not be permitted for any purpose.

m. Voting by Ballot. The election of Directors must be by ballot. Voting upon any question or other matters may be oral unless the presiding officer of such meeting shall order or any Member shall demand that voting be conducted by ballot. A ballot may be delivered electronically if in compliance with § 35-2-533, MCA.

#### 4. Board of Directors.

a. General Powers. The business affairs of the Association shall be managed by the Board of Directors. Without limitation, the Board of Directors may, from time to time, develop, impose, and enforce reasonable rules and restrictions upon the Owners and the use of the common areas specified in any plat of Meadowview Village, as specified in the Declaration.

b. Qualifications, Elections and Appointment, and Term of Office. The number of Directors may be increased or decreased by amendment to the Bylaws unless the Articles provide otherwise, except the minimum number of Directors shall be three. A Director need not be a Member. One or more Directors may be a professional contracted by the Association to be a Director. Directors shall be chosen at the annual meeting of the membership by election according to the highest number of votes received by the nominee for said office, subject to the Declarant's rights to appoint and remove Directors. Each Director shall serve for a term of three (3) years or until his or her successor shall have been elected and qualified or until he or she shall have resigned or been removed in the manner as provided herein. Notwithstanding the foregoing or anything to the contrary herein, during the Period of Declarant Control, Declarant may appoint, remove, and replace from time to time, or at any time, any or all of the Directors of the Association. If Declarant elects to do so, Declarant may relinquish, either on a temporary or permanent basis, the right to appoint all or a portion of the Directors of the Association, but only if the Declarant does so in writing.

c. Meetings. An annual meeting of the Board of Directors shall be held on the same day and immediately following the annual meeting of the Members. This annual meeting shall be held at the principal office of the Association or any other location within the State of Montana as the Board of Directors may designate. The Directors, by resolution, may establish the time and place of other regular meetings of the Board of Directors. Special meetings of the Board of Directors may be called by the President of the Association or by any Director. Notice of all meetings provided for in this part shall be given to all Directors in accordance with the provisions of Section 4(d). The Board of Directors may permit any or all Directors to participate in a regular or special meeting by or to conduct the meeting through the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A

Director participating in a meeting by this means is considered to be present in person at the meeting.

d. Notice. Notice of all annual and regular meetings shall be delivered to each Director by the Secretary at least ten days prior to the time fixed for such meeting. Notice of any special meeting of the Board of Directors shall be in writing, and the Secretary shall deliver such notice to each Director at least three days prior to the date set for any such special meeting. Said notices may be delivered either in person or through the United States mail, facsimile, or e-mail. If such notice is mailed, it shall be deemed delivered when deposited in the United States mail and properly addressed with the postage prepaid. For the purpose of this section, the proper address, facsimile number, and e-mail address shall be the addresses of the Directors as shall appear on the membership roll of the Association. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall be deemed to be a waiver of notice unless that Director shall be in attendance for the sole expressed purpose of objecting to the transaction of business because the same was not lawfully called or convened. Neither the business to be transacted nor the purpose of any annual or regular meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, but the notice of any special meeting shall state the business and purpose of the special meeting to be held.

e. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If less than a majority of the Directors are present at any such meeting, a majority of those Directors actually present may adjourn the meeting from time to time without further notice.

f. Manner of Acting. The act of a majority of the Directors present at any meeting at which a quorum is present shall be deemed the act of the Board of Directors.

g. Removal and Resignation. Subject to Declarant's rights during the Period of Declarant Control, any or all Directors may be removed from office with or without cause by the Members at the annual meeting or any special meeting called for that purpose. A Director may resign, effective upon receipt of written notice of such resignation by the Chairman of the Board if one shall have been chosen, or the President or Secretary of the Association. Any Director who ceases to own a Lot shall be deemed to have resigned.

h. Vacancies. The vacancies occurring among the Directors for any reason other than by virtue of an increase in the number of Directors' positions may be filled by vote of the remaining Directors. If the remaining Board of Directors is unable to agree on an individual to fill such vacancy, then the Members of the Association at a special meeting convened for that purpose shall fill the vacancy. When a vacancy in the Board of Directors is created by virtue of an increase in the number of Directors, such vacancy shall be filled by an appointee of the Board of Directors. Such appointee shall hold a position as Director until the next annual election of Directors, at which time the office held by such appointee shall be filled by an election of the Members as in the case of the election of other Directors. Notwithstanding the foregoing or anything to the contrary herein, during the Period of Declarant Control, Declarant may appoint, remove, and replace from time to time any or all of the directors or officers of the Association. If Declarant so

elects, Declarant may relinquish, either on a temporary or permanent basis, the right to appoint all or a portion of the Directors and officers of the Association, but only if the Declarant does so in writing.

i. Compensation. By resolution, the Board of Directors may authorize the reimbursement of their actual expenses incurred while attending and traveling to and from any duly constituted meeting of the Board. No such payment shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

j. Presumption of Action. Any Director of the Association who is present at a meeting of the Board of Directors at which any action relating to any corporate matter is taken shall be conclusively presumed to have consented to such action unless his dissent shall be entered upon the minutes of the meeting or filed in writing with the person acting as secretary of the meeting prior to its adjournment or forwarded by registered mail to Secretary of the Association immediately upon adjournment of such meeting. No Director who voted in favor of any such action shall have the right to dissent.

k. Order of Business. The President and Secretary of the Association shall act as the chairman and secretary of each Directors' meeting unless the Board of Directors shall elect other members of the Board to act in their place instead. The order of business at the annual meeting and as far as possible at all other meetings of the Directors shall be as follows: (i) call of roll; (ii) proof of due notice of meeting or waiver of notice; (iii) reading and disposal of any unapproved minutes; (iv) reports of officers; (v) election of officers; (vi) unfinished business; (vii) new business; and (viii) adjournment.

l. Action without a Meeting. Any action required to be taken at a meeting of the Directors, or any action which may be taken at a meeting of the Directors, may be taken without a meeting of the Directors if consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. An email with a printed name of the Director indicating the Director's vote shall suffice as a writing signed by a Director for purposes of this section. An action taken under this section is effective when the last Director signs the consent unless the consent specifies a different effective date.

5. Architectural Control Committee. Subject to Declarant's initial right and obligation to appoint the Architectural Control Committee during the Period of Declarant Control, the Board of Directors by resolution or resolutions adopted from time to time shall designate an Architectural Control Committee to hold office for such term or terms as may be determined by the Board of Directors. Such Architectural Control Committee shall consist of two Directors and any additional Members of the Association as may be determined by the Declarant or the Board of Directors, as the case may be. The Architectural Control Committee shall have all the powers necessary to serve the functions as described in the Declaration. A quorum shall be a majority of the members of the committee and any authorized action may be taken by a majority vote of the quorum present.

6. Officers.

a. Officers. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and any other officers as the Board of Directors from time to time deem necessary. Such additional officers shall be elected or appointed by and their titles and duties prescribed by the Board of Directors. Any two or more offices may be held by the same person, except for the offices of President and Secretary.

b. Qualification, Election, and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at their first meeting following the annual meeting of the Members. If the election of officers is not held at that meeting then such election shall be held as soon thereafter as may be conveniently done. Vacancies shall be filled, and new offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified or until his death, resignation, or removal. Notwithstanding the foregoing or anything to the contrary herein, during the Period of Declarant Control, Declarant may appoint, remove, and replace from time to time, or at any time, any or all of the officers of the Association.

c. Resignation and Removal. Any officer may resign at any time by giving written notice of resignation to the Board of Directors, the President, or the Secretary of the Association. Unless otherwise specified in said written notice, such resignation shall take effect upon acceptance thereof by the Board of Directors. Any officer having been elected and appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association would be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person removed. Any officer who ceases to own a Lot or misses two or more meetings of the Board of Directors within a one-year period without a reason acceptable to the Board of Directors shall be deemed to have resigned. The election or appointment of any officer or any other agent shall not in itself create contractual rights.

d. President. The President, who must be a Director, shall be the executive officer of the Association and shall, in general, supervise and conduct all of the business of the Board of Directors. The President shall preside at all meetings of the Members or the Board of Directors. The President must sign with the Secretary of the Association or other proper officer as designated by the Board of Directors the annual statements, all deeds, mortgages, bonds, contracts, or other instruments authorized by the Board of Directors to be executed, except in cases where the signing and execution of such documents shall be expressly delegated by the Board of Directors or these Bylaws to some other officer or agent of the Association or shall be under the laws of the State of Montana required to be otherwise assigned or executed. The President shall perform all duties incidental to the office of the President and shall perform such other duties as may be prescribed by the laws of the State of Montana, the Articles, or by the Board of Directors.

e. Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President, or in the event there are more than one Vice President, the Vice Presidents in the order of priority as designated or if such priorities are not designated in the order of their election, shall perform the duties of the President. When so acting, the Vice President shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign, together with a majority of the Directors, inclusive of the President, the annual



statement of the Association. The Vice President or Vice Presidents shall perform all other duties as may from time to time be assigned by the President or the Board of Directors.

f. Secretary. The Secretary shall have the duties as follows: (i) keep the minutes of the proceedings of the Members and of the Board of Directors in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provision of these Bylaws or as otherwise required by the Articles or law; (iii) be custodian of the Corporate records and seal of the Association and see that such seal is affixed to all documents executed on behalf of the Association; (iv) keep a register of the post office addresses of each of the Members; (v)

have general charge of the membership rolls of the Association; (vi) in general perform all of the duties incidental to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board of Directors.

g. Treasurer. The Treasurer shall have the duties as follows: (i) have charge and custody and be responsible for all funds and securities of the Association; (ii) receive and give receipts for monies due and payable to the Association from any source whatsoever; (iii) deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (iv) in general, perform all of the duties incidental to the office of Treasurer and any other such duties as from time to time may be assigned by the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with a surety or sureties as the Board of Directors shall determine is appropriate. The cost of any such bond shall be paid for by the Association.

h. Salaries. Salaries of the officers, if any, shall be fixed, from time to time, by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the Association.

7. Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year and end on December 31st of that year.

8. Waiver of Notice. Whenever any notice is required to be given by these Bylaws, the Articles, or any of the laws of the State of Montana, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein shall be deemed the equivalent of giving such notice.

9. Amendment.

a. By the Directors. The Board of Directors by the affirmative vote of a two-thirds majority of those Directors in attendance, may at any meeting amend or alter any of these Bylaws provided that the substance of the proposed amendment shall have been stated in the notice of the meeting.

b. By the Members. Following the Period of Declarant Control, and not before the expiration of that period, the Members at any special or annual meeting may by a sixty percent

(60%) majority vote of those in attendance, either represented in person or proxy, amend or alter these Bylaws, provided that the substance of the proposed amendment shall have been stated in the notice at the meeting.

10. Severability. If any portion of these Bylaws is deemed to be contrary to law by a Court of competent jurisdiction, such portion of the Bylaws is severable from the remaining provisions of the Bylaws, and those remaining provisions shall be legally binding.

### CERTIFICATE

We, the undersigned, being a majority of the Board of Directors of Meadowview Village HOA, Inc., do hereby assent to the adoption of the foregoing Bylaws and do hereby certify that the same were duly adopted as the Bylaws at the first meeting of the Directors of said Association on \_\_\_\_\_, \_\_\_\_\_, and that the same do now constitute the Bylaws of said Association.

DIRECTORS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

After recording return to:  
Rhoades & Erickson PLLC  
430 Ryman Street  
Missoula, MT 59802

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MEADOWVIEW VILLAGE

This Declaration is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_,  
and its successors and assigns (“Declarant”) and provides as follows:

### RECITALS

A. Declarant is the owner of real property located in Cascade County, Montana, commonly known as the Meadowview Village subdivision, which is more particularly described as follows:

Beebe Lots 8-10 and 13-15, Section 9, Township 20 North, Range 4 East,  
Cascade County, Montana

[LEGAL DESCRIPTION]

hereinafter the “Real Property.”

B. Declarant wishes to place restrictions, covenants, and conditions upon the Real Property for the use and benefit of the Real Property and its current and future owners.

### DECLARATION

Declarant declares that all the Real Property shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements, all for enhancing and protecting the value, desirability, and attractiveness of the Real Property.

1. Definitions. The following definitions shall apply in this Declaration.

a. Association. “Association” means Meadowview Village HOA, Inc. and its successors and assigns.

b. Architectural Control Committee. “Architectural Control Committee” means the committee set forth in Section 7 herein.

c. Board. “Board” means the Association’s board of directors, whether elected under the Bylaws or appointed by Declarant as herein provided.

d. Bylaws. “Bylaws” means the bylaws adopted by the Association, as may be amended from time to time.

e. Common Area. “Common Area” means those areas which have been or are to be improved, repaired, or maintained by the Association for the benefit of the Owners, including but not limited to: (i) the access roads and utility easements associated with the Real Property; (ii) all other driveways, roads, roadways, parking lots or other commonly held property within the Real Property; (iii) any park, playground, sports courts, clubhouse or similar improvement depicted on the plat or plats for the Real Property and identified as common area; and (iv) any area depicted on the plat or plats of the Real Property identified as common area, including the vegetation within the common area.

f. Declarant. “Declarant” means \_\_\_\_\_ and its successors and assigns.

g. Declaration. “Declaration” means this Declaration of Covenants, Conditions, and Restrictions for Meadowview Village, as it may be amended from time to time.

h. Lot. A “Lot” means a lot, as shown on the recorded plat map of the Real Property or any amended plat map of the Real Property.

i. Owner. “Owner” means the record owner of a Lot, whether in fee or undivided fee, and whether one or more persons or entities, including buyers under a contract for deed, but excluding any person or entity who has sold or is selling any Lot under a contract for deed and those having such interest merely as security for the performance of an obligation.

j. Period of Declarant Control. “Period of Declarant Control” means the period beginning on the date this Declaration is first recorded in the office of the Clerk and Recorder of Cascade County, Montana, and ending on the date on which Declarant has sold one hundred percent (100%) of the Lots within Meadowview Village (including all phases) and the Declarant has notified the Association in writing that Declarant has determined that no additional property shall be added to Meadowview Village. After the termination of the Period of Declarant Control, Declarant, if still an owner, will continue to have all the rights and duties of an Owner.

k. Real Property. “Real Property” means the property described in Section A of the Recitals.



2. Expansion and Annexation of Adjoining Properties. Declarant may, without the consent of the Owners, add to the Real Property to which this Declaration pertains adjoining real properties which Declarant may develop. Such annexation shall be accomplished by filing an amended declaration or notice of annexation that describes the additional real property intended to come under this Declaration, declaring the same to be subject to the terms and provisions of this Declaration. Upon recording such instrument(s), the real property included therein shall be subject to the terms, limitations, assessments, easements, and all other aspects of this Declaration as if such properties were specifically described herein.

3. Homeowners' Association.

a. Organization. Upon filing the final plat of the Meadowview Village subdivision, Declarant will file with the Montana Secretary of State Articles of Incorporation, creating a non-profit corporation to be the Association. The Association shall be responsible for maintaining, administering, and enforcing the covenants, easements, conditions, and restrictions set forth herein.

b. Membership. Every person or entity who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot, which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Acceptance of a deed, notice of purchasers' interest, or documentation evidencing an ownership interest in a Lot shall be deemed to be consent to membership in the Association. The recording of a deed or other document evidencing an ownership interest shall be prima facie evidence of acceptance of that document by the receiver of the interest transferred.

c. Voting Rights. The Association shall have one class of membership voting. Other than otherwise provided in this subsection, Members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest in a Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast concerning any Lot.

d. Management During Period of Declarant Control. During the Period of Declarant Control, Declarant may appoint, remove, and replace from time to time any or all of the directors or officers of the Association. If Declarant so elects, Declarant may relinquish, either on a temporary or permanent basis, the right to appoint all or a portion of the directors and officers of the Association, but only if the Declarant does so in writing.

4. Responsibility and Authority of Association.

a. Maintenance and Management of Common Areas and Roadways. The Association shall maintain and manage the Common Areas, including but not limited to the common roadways (including the plowing of snow on all roadways), common storm drainage easements, any other improvements on the Common Areas, and all vegetation within the

Common Areas. The Association shall levy assessments associated with the foregoing, including levied amounts set aside for the eventual replacement of the roadways. The Association shall implement reasonable rules that govern the Owners and their invitees' and guests' use and enjoyment of the Common Areas. This shall include reasonable restrictions on the use of the Common Areas or components thereof, including specifying the allowed hours of use. During the Period of Declarant Control, no construction of improvements, alterations, or other changes may occur to the Common Areas without the prior written consent of Declarant. The following common areas are not intended to be developed or substantially improved: lots C1, C3-C5, C7-C9, C11-C17, C19-C20, and C22.

b. Enforcement. The Association shall enforce the covenants and restrictions provided for herein and resolve disputes related thereto. In the furtherance of these covenants and restrictions, the Association may, from time to time, develop and impose reasonable rules and restrictions upon the Owners. The Association may, at its discretion, impose fines or other penalties (levied as assessments) against Owners that fail to comply with any provision of this Declaration and/or any rule duly adopted by the Association.

c. Other Services and Professional Management. The Association may provide additional services it deems necessary and appropriate. The Association may provide such services for all or a portion of the property within its jurisdiction, or it may contract and levy assessments on such portion of the Members that derive benefits from the services concerned. Further, the Association may retain the services of a professional manager or management company or contract with other professionals to carry out any of the Association's duties.

## 5. Assessments.

a. Assessments. All Lots for which the final plat has been recorded shall be subject to assessments. The assessments levied by the Association shall be used exclusively for the Association discharging its responsibilities, as described herein, and for the administration and enforcement of this Declaration and the Bylaws.

b. Types of Assessments. The assessments levied by the Board shall be utilized to provide funds consistent with the purposes of the Association. The assessments may include, but shall not be limited to, the following:

i. Regular assessment. A regular assessment for the administration of the Association, including, but not limited to, maintenance and replacement costs (including future maintenance and replacement costs), liability insurance, local taxes, if any, and other usual expenses, and to provide funds for such other purposes as the Board may find necessary and consistent with the purposes of the Association.

ii. Special Assessments. The Association may levy a special assessment in any year for the purpose of defraying, in whole or in part, the costs of any unexpected expense of the Association or any other special assessment that the Board may levy.

c. Payment of Assessments. The assessments of the Association provided for herein shall be computed on a yearly basis, commencing on the 1st day of January of each year and terminating on the 31st day of December of the same year. The assessments for any year shall become due and payable monthly, quarterly, annually, and/or in advance at the discretion of the Board. The Board shall fix the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of the due date specified herein and shall, at that time, prepare a roster of the Lots and assessments applicable to each, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto.

d. Effect of Non-Payment of Assessment. If the assessment (or fine or penalty) levied by the Association are not paid by midnight on the date when due, then such assessment (or fine or penalty) shall become delinquent and shall, together with any interest thereon, become a continuing lien upon the Lot, against which the non-paid assessment was levied, which lien shall run with the land. Such lien shall have priority from the date the Association records proper notice of lien on the records of Cascade County, Montana. If the assessment (or fine or penalty) remains unpaid for thirty (30) days after such due date, the assessment shall bear interest from the due date at the maximum annual percentage rate permitted by law. The obligation of the then-Owner to pay any assessment, fine, penalty, or interest shall not be affected by any conveyance or transfer of title to the Lot. The Association may bring an action at law against the Owner obligated to pay the same and/or against the Lot, and there shall be added to the amount of such assessment their costs of collecting the same for foreclosing the lien thereof, including reasonable attorney's fees.

6. Purpose of Restrictions and Covenants. These restrictions and covenants are made for the purposes of creating and keeping the Real Property desirable, attractive, beneficial, and suitable in architectural design, materials, and appearance, all for the mutual benefit and protection of the Owners of Lots within the Real Property.

a. Architectural Guidelines. No improvements of any type (buildings, structures, fences, landscaping, or any other item) shall be constructed or made on any Lot without first having been approved by the Architectural Control Committee. The Architectural Control Committee will establish architectural guidelines, placing further restrictions and limitations upon the use of the Real Property, upon the nature, location, design, and size of structures beyond those set out in this Declaration. The architectural guidelines shall be enforced in the same way as any term or provision of this Declaration. However, in the event of any conflict between an express term in this Declaration and such guidelines, this Declaration shall control. Guidelines established by the Architectural Control Committee that are in effect at the time an owner purchases a Lot may be subsequently amended or changed. An owner is responsible for obtaining the current guidelines before any construction or improvements to any Lot. The construction or creation of any improvements to any Lot must comply with the guidelines in effect when the improvements are made.

b. Residential Use. All Lots shall be known and described and used as residential only. No business, trade, manufacture, or commercial activity of any kind or description shall be conducted on any Lot except as permitted in this subsection. A rental of the property for a rental duration of less than 30 days is considered a commercial use under this Declaration and is, therefore, prohibited. A rental of a Lot for a duration of 30 days or more is not considered a commercial use under this Declaration and is thus permitted. The use of any Lot for a daycare requires the prior written approval of the Board of Directors for the Homeowners Association. This subsection does not prohibit Declarant's development and marketing of the Real Property or the use of Declarant's construction offices, sales offices, construction buildings, and the Common Area for so long as Declarant owns one or more Lots.

c. Planned Unit Development and Zoning. All uses and improvements on any Lot and any Common Area shall comply with all applicable Planned Unit Development and zoning regulations and restrictions.

d. Type of Structures. No structures shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family residential structure with or without an attached garage.

e. Building Height Restrictions. The maximum height of the buildings to be erected on each Lot shall be limited so as to prevent unreasonable interference with the views from each Lot. Without limitation, no building may exceed two stories in height above ground level or 30 feet above ground level, whichever is greater. Common Areas are exempt from these building height restrictions.

f. Building Materials. No materials exterior materials on any structure on any Lot shall be utilized except for lap siding, board and batt, veneer stone, or engineered wood with appropriate flashing along the bottom. No vinyl or metal skirting shall be placed on any structure on any Lot. Only asphalt shingles or metal roofing may be used on any structure located on any Lot.

g. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon the Real Property, nor shall anything be done thereon that constitutes an annoyance or nuisance to the neighborhood. The Association may impose reasonable quiet hour restrictions.

h. Easements over all Common Areas. The Owners shall have an easement for use and enjoyment of all of the Common Areas, subject to the rules and regulations as the Association may develop from time to time and also subject to the rights reserved to Declarant. Declarant reserves easements over the Common Areas for ingress, egress, and utilities.

i. Roadways. Roads within the exterior boundaries of the Real Property are private in all respects, but all Real Property and all subdivisions thereof and all Lots are benefitted by and subject to the easements reflected on the plat recorded with the clerk and recorder, which



easements are hereby reserved or conveyed, as the case may be. The speed limit on all roads within the exterior boundaries of the Real Property is 15 miles per hour.

j. Utility Easement Reservation. Declarant shall have and does hereby reserve a perpetual easement for the right to locate, install, erect, construct, expand, maintain, and use, or authorize the location, installation, erection, construction, expansion maintenance, and use of waterlines, drains, sewer lines, electric lines, telephone lines, and other utilities, and to give or grant a right-of-way easement over any part of any Lot within the Real Property, providing that such location, installation, erection, construction, expansion, maintenance, and use is harmonious with the development of the Real Property. Declarant also retains rights of ingress and egress to, upon, and from the Real Property for purposes of locating, installing, erecting, constructing, maintaining, expanding, or using waterlines, drains, sewer lines, electric lines, telephone lines, and other utilities.

k. Trash and Garbage. No portion of the Real Property shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage, or other waste (including yard waste) be allowed to accumulate except in sanitary containers, which shall be emptied at least once a week. Burning trash or yard waste is prohibited. The dead-end alley lots need to have trash receptacles rolled to the no parking side of the private road on pickup day. On the looped alleys, trash receptacles need to be moved to one side of the alleys and provide no parking in alley signs from 7 a.m. to 2 p.m. on trash pickup days. The Association may make and enforce additional or different rules regarding trash collection and disposal.

l. Parking. Parking is permitted only on one side of the street and only in designated areas. No vehicle shall be placed or parked at any time such that it impedes, obstructs, or interferes with pedestrian or vehicular traffic along any street or driveway within the Real Property. No non-operational or unregistered vehicle shall be parked within the Real Property. No vehicle of any sort shall be parked in the alleys within the Real Property. Any vehicle that is parked within an alley within the Real Property shall be subject to immediate towing by the Association without warning.

m. Exterior Maintenance and House Numbers. Each Owner of a Lot on which there are one or more structures shall provide reasonable exterior maintenance upon the structure(s), including all exterior siding and any fences located on the Lot. All homes on any Lot must be numbered on the front of the house. Either the home and/or a garage on each Lot shall also be numbered on the back of the structure(s) facing the alley.

n. Fences. No fence or comparable structure shall be constructed or placed on any Lot until the Architectural Control Committee approves the height, color, type, design, and location thereof. No fencing shall be taller than three feet (3') on the front lot line. No fencing shall be taller than three feet (3') on the side lot lines in any area that is within 10 feet of the front lot line. There shall be no fencing between any garage and any alley. All other fences shall be no taller than six feet (6'). A diagram reflecting the limitations on fencing and the locations thereof is attached as Exhibit "A."

o. Animals. There shall be no livestock whatsoever (including but not limited to poultry) allowed upon the Real Property. No more than three dogs, three cats, two cats and one dog, or two dogs and one cat are permitted per Lot. If an owner has three dogs, at least one dog must be under 40 pounds.. No cats or dogs shall be permitted or allowed to run at large. All dogs and cats must be under their owner's direct control and supervision when off of the Owner's Lot, specifically including the use of any Common Area or street. All dogs must be leashed when off of the Owner's Lot.

p. Signs. No advertising signs, billboards, or unsightly objects shall be erected, placed, or permitted on any Lot. However, exceptions are allowed as follows: (i) one small (less than six square feet) "For Sale" upon each Lot; (ii) small signs (less than six square feet) about any political campaign or ballot issue, but only for thirty days prior to the election to which the sign pertains; (iii) the Association may erect signs for the implementation and enforcement of the terms of this Declaration and any rules adopted by the Association; and (iv) Declarant may place signs and other promotional materials of any size on or about the Real Property to promote the development of the Real Property and sales of lots within the Real Property at Developer's sole discretion.

q. Recreational Vehicles, Campers, Trailers, and Boats. No recreational vehicle, camper, trailer, or boat shall be parked on a street within the Real Property for a period of more than 24 hours.

r. Utility Connection Costs. The Owner of each Lot shall pay all utilities and utility connection costs.

s. Landscaping and Mining and Mineral Rights. No Owner may engage in mining or mineral removal activity, including the removal of gravel or sand, except as necessary for constructing a permitted structure and/or permitted landscaping. All Owners shall conduct regular maintenance of all front yard landscaping. No sprinklers or drip irrigation shall be used on any Lot in any area located within ten feet (10') of any home or structure.

t. Weed Control. The Owner of each Lot shall be responsible for controlling noxious weeds and vegetation on the entirety of such Owner's Lot. If an Owner fails to provide such control, the Association may enter the Lot and provide such weed control at the expense of the Owner of the Lot concerned.

u. Utilities, Wiring, and Antennas. All utility service lines shall be located underground. No exterior television or radio antennas or satellite dishes larger than three feet in diameter shall be placed or permitted to remain on any Lot. All utilities, wiring, antennas, and satellite dishes shall be located as inconspicuously as possible at such locations as approved by the Architectural Control Committee.

v. Forced Sewer Lots. For any lot that may require a forced sewer system such as a grinder pump lift station or other lift station, including but not limited to lots 129-140, 141-148, and 157-163, the Owner of the particular Lot agrees to be solely responsible for any expenses associated with the installation and maintenance of any such systems.

w. Improvement Agreement. The properties subject to this Declaration are also subject to the Improvement Agreement for the Development of Meadowview Village Subdivision by \_\_\_\_\_ Upon the Property Legally Described as Lots 8-10 and 13-15 of Beebe Tracts, Section 9, T20N, R43, P.M.M., Cascade County, Montana, on file with the City of Great Falls, Montana.

x. No Re-Subdivision. No Lot may be further subdivided.

7. Architectural Control Committee.

a. Appointment of Architectural Control Committee. An Architectural Control Committee, consisting of three members, shall be appointed to carry out the duties set forth herein. The members of the Architectural Control Committee shall be appointed by Declarant during the Period of Declarant Control and may include the Declarant or parties related to the Declarant. Thereafter, the Board shall annually appoint two members of the Board and one other member of the Association to serve on the Architectural Control Committee. The party appointing members of the Architectural Control Committee may also remove and replace those members.

b. Approval of Construction Plans. No site clearing or preparation shall be commenced, no building or other structure shall be started, constructed, installed, erected, or maintained on any Lot, nor shall any addition, renovation, remodeling change, or alteration therein be made until the complete plans and specifications for the same have been submitted to and approved in writing by the Architectural Control Committee. Said plans and specifications shall include but not be limited to the following; site clearance, the designs, dimensions, location and principal materials, colors, and color schemes to be used, as well as a complete description of all fences, lighting, off-street parking, and landscaping planned in connection with the construction. The Architectural Control Committee may request additional information and details of the proposed improvement, and the request for approval will only be deemed submitted once all requested information or detail is supplied. Approvals may be based on engineering, architectural, legal, or aesthetic grounds. In the event the Architectural Control Committee fails to act on a request for approval within thirty days of its complete submission, including all required materials and payment of any fee, the request shall be deemed denied.

c. The Committee is entitled to grant variances from the building and use restrictions set forth in this Declaration. Such variances may be either temporary or permanent in nature.

d. The Committee's determination shall be final and is not subject to further vote or determination by the Association.

e. Neither the Declarant, the Association, nor any member of the Architectural Control Committee shall be liable, nor their respective members, officers, directors, or employees shall be responsible or liable for any action or inaction in their role on the Architectural Control Committee, nor for any defects in any plans or specifications submitted, revised or approved under this section, nor for any defects in construction pursuant to such plans, and specifications including but not limited to defects related to soil or foundation subsidence. Approval of plans and specifications under this section shall not be deemed in lieu of compliance by an Owner with applicable building codes or other governmental laws or regulations.

8. Common Area Access and Use. The plat reflects Common Areas intended for the use of the Lot owners, their guests, and invitees. No plants, trees, improvements, or other materials within the Common Areas shall be removed or altered by any Owner without the written approval of the Association. Commercial activities may be permitted within the Common Areas with the Association's advance written consent. The Association shall implement and enforce reasonable rules that govern the Owners and their invitees' and guests' use and enjoyment of the Common Areas. This shall include reasonable restrictions on the use of the Common Areas, including specifying the allowed hours of use.

9. Enforcement and No Waiver. The Association, any Owner, and/or Declarant shall have the option and right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include legal action seeking an injunction to prohibit any violation, to recover damages, or both. Failure by the Association, any Owner, or by Declarant to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter.

10. Attorney's Fees. Should any lawsuit or other legal proceeding be instituted against an Owner who is alleged to have violated one or more of the provisions of this Declaration, the prevailing party in such proceeding shall be entitled to reimbursement for the costs of such proceeding, including reasonable attorney's fees.

11. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

12. Duration. The covenants, conditions, charges, and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by Declarant, the Association and/or any Owner, and their respective legal representatives, heirs, successors, or assigns in perpetuity.



13. Amendment.

a. Amendment During Period of Declarant Control. During the Period of Declarant Control, this Declaration may only be amended or repealed with the Declarant's written consent. Such amendments shall not require the approval of any Owners.

b. Amendment After Period of Declarant Control. After the Period of Declarant Control, this Declaration may be amended or repealed as follows. Any amendment shall require the consent of the Owners of sixty percent (60%) of the Lots. Such consent may be evidenced in writing, signed by the Owners or by vote at a regular or special meeting of the members of the Association, or by a combination of written consents and votes.

c. Unilateral Amendment by Declarant. At any time before or after the Period of Declarant Control, so long as Declarant owns at least one Lot, Declarant may unilaterally amend this Declaration (1) if such amendment is solely to comply with applicable law or correct a technical or typographical error; (2) if such amendment does not adversely alter any substantial rights of any Owner or mortgagee; or (3) in order to meet the guidelines or regulations of a mortgagor or insurer including, but not limited to, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or the Veterans Administration or any similar agency. Such amendments shall not require the approval of any Owners.

d. Recording Requirement. No modification or amendment to this Declaration shall be effective until a written instrument evidencing such modification or amendment, together with the necessary consents, is executed and recorded in the records of Cascade County, Montana.

14. Liability of Declarant. Declarant shall have no liability for any of its actions or failures to act or for any action or failure to act of any Owner.

Declarant executes the foregoing Declaration on the day and year written above.

[DECLARANT NAME]

By: \_\_\_\_\_

By: \_\_\_\_\_

State of Montana

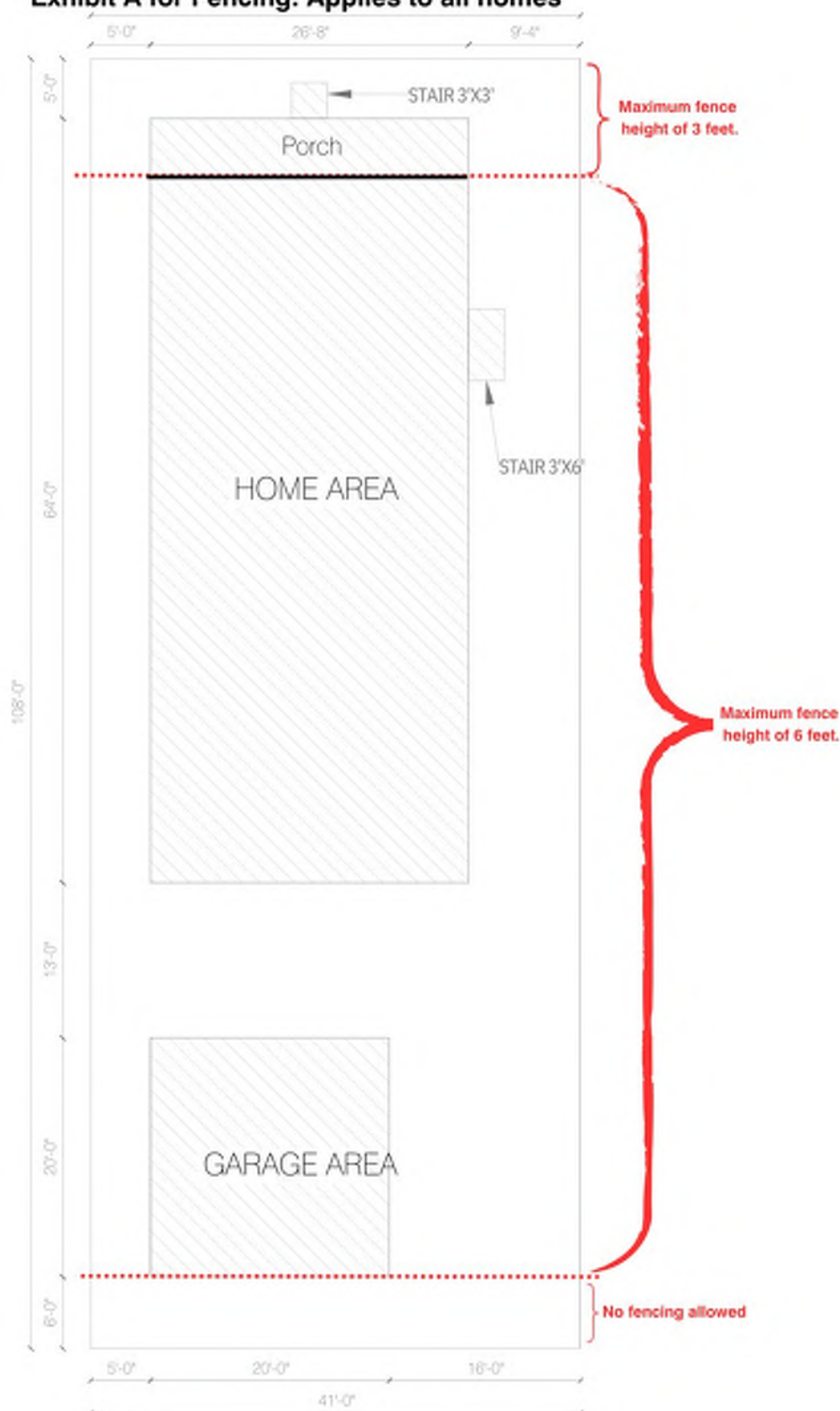
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by  
\_\_\_\_\_ on behalf of \_\_\_\_\_.

(notary seal)

\_\_\_\_\_  
Notary Public

**Exhibit A for Fencing: Applies to all homes**



3/2 D



## Great Falls Public Schools

District Offices • 1100 4<sup>th</sup> Street South • P.O. Box 2429 • Great Falls,  
MT 59403 • 406.268.6000 • [www.gfps.k12.mt.us](http://www.gfps.k12.mt.us)

April 10, 2025

City of Great Falls Planning Division  
Planning & Community Development Department  
P.O. Box 5021  
Great Falls, MT 59403

To Whom It May Concern,

Thank you for your letter denoting the Meadowview Village Major Subdivision located in the NE 1/4 Section 9, T20N, R4E, P.M.M. in Cascade County, Montana. We understand that this is a proposed 163 lot single-family residential development. This property is located within our school district boundaries. The following is a response to the information sent to the Great Falls Public School District. We have formulated the questions below to comment on the proposed subdivision.

**1. Will the existing school facilities be able to accommodate additional students?**

*The addition of the 163 single-family residential development will have an impact on the Great Falls Public School District. Given our current enrollment projections, we believe that the District will be able to accommodate any additional students from the development.*

**2. Do you have any other comments or requirements on the proposed subdivision as it affects the public school system?**

*The elementary students in the proposed subdivision will easily be able to walk to Chief Joseph Elementary School. The subdivision is approximately two blocks from East Middle School. Great Falls High School will be the attendance center for any high school students..*

Sincerely,

Brian Patrick  
Director of Business Operations  
Great Falls Public Schools





Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Ordinance 3274 Amending Title 2, Chapter 21 Pertaining to the Code of Ethics

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

**Initiated By:** City Commission

**Presented By:** City Commission, City Manager, City Attorney

**Action Requested:** Accept Ordinance 3274 on first reading and set second reading for May 20, 2025

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3274 on first reading and set second reading for May 20, 2025.”

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

**Summary:** The Commission is asked to consider dissolving the City’s Ethics Committee and adopting a more objective and legally efficient process by deferring all ethics complaints directly to the Cascade County Attorney, consistent with state law. This approach would eliminate internal conflicts, streamline the process, and reduce the legal and administrative burden currently borne by City staff.

**Background:** The City’s Ethics Committee was established in 2017 to assess whether ethics complaints appear substantiated before referring them to the County Attorney. Since its inception, the Committee has reviewed only three complaints, each of which consumed significant legal and staff resources.

Challenges with the current model include:

- The City Attorney is often placed in the ethically precarious role of referring complaints involving elected officials with whom they regularly work.
- The City Manager cannot refer complaints against Commissioners without jeopardizing professional relationships.
- Additional legal costs and administrative demands have been realized, with each hearing requiring outside legal counsel due to inherent conflicts of interest.

Additional revisions to Title 2, Chapter 21 include the removal of references to the Housing Authority, following the termination of its management agreement with the City in 2023, and the renumbering of sections to ensure consecutive order.

**Fiscal Impact:** The most recent ethics complaint (2023) cost nearly \$4,900 in outside legal expenses. Eliminating the Ethics Committee would remove the need for legal staffing of these hearings, representing a potential cost savings of approximately \$4,000–\$5,000 per incident.

**Alternatives:**

- Retain the current Ethics Committee with minor process improvements (e.g., revised submittal forms, outside counsel).
- Eliminate the Ethics Committee and refer all complaints to the Cascade County Attorney as outlined in MCA 2-2-144. (*Recommended*)
- Establish a new ethics review panel composed of external appointees only, which would still require administrative oversight and potential legal involvement.

**Attachments/Exhibits:**

City Manager's Memorandum dated March 26, 2025

Ordinance 3274

Exhibit A - amending OCCGF 2.21



## City Manager's Office

### Memorandum

To: Mayor Reeves and City Commissioners

From: Gregory T. Doyon – City Manager

Re: Options for the Ethics Committee

Date: March 26, 2025

---

Over the past year, the Commission has expressed interest in exploring alternative processes to administering ethics complaints through use of the current Ethics Committee. As a reminder, the City's Ethics Committee only serves to substantiate an ethics complaint. Without the Committee, all ethics complaints would directly go to the County Attorney by state statute.

The Ethics Committee has heard three complaints since its adoption on October 17, 2017. For reference, the Ethics Committee established in City Code can be found here:

City of Great Falls Ethics - <https://greatfallsmt.net/boc-ec>

Although each complaint is different in nature, there are some commonalities:

1. Ethics complaints take up a significant amount of staff time and legal department resources.
2. Ethics complaints require that the Ethics Committee retains a staff attorney as the City Attorney (or designee) usually represents the alleged violator.
3. Most of the complaints were filed against elected officials.
4. The City Attorney serves at the pleasure of the City Manager and is also one member of the Executive Team who advises the Commission the most.

While very well intended, the current ethics complaint process inadvertently created real conflicts between the City Manager, City Attorney and City Commission. I would argue that in some cases this would create unnecessary tension with other Executive Team members without having a referral process that is handled by a third party objectively.

More specifically, the City Attorney notes the following:

This is due primarily because prior City Attorneys stepped-in and created an additional, and unwritten, part of the process. Prior City Attorneys have examined complaints and made the decision not to refer them to the Ethics Committee, because the facts alleged by the complainant, even if true, would not constitute an ethics violation. While I understand the

desire to do this, it simply created an expectation that the City Attorney would pass initial judgment on the complaint, which is not part of the ordinance.

### **Background**

As stated, the Ethics Committee has heard three complaints. The complaint and the outside legal costs are detailed below:

#### ***Outside legal costs for Past Ethics Committee hearings***

2/6/19 Meeting – Jeni Dodd vs. Tracy Houck	
Ethics Committee prep and meeting	\$1,802.00
Development of findings for Ethics Committee meeting	<u>\$1,802.00</u>
	\$3604.00
2/3/21 Meeting Jeni Dodd vs. City Staff /HPAC/BSNHA	
Ethics Committee prep, meeting and development Findings of fact	\$4,616.27
11/13/23 Meeting – Jasmine Taylor vs. Rick Tryon	
Ethics Committee prep, meeting and development Findings of fact	\$4,886.01

When an ethics complaint is made, the current process dictates the following:

**2.21.090 - Committee meeting schedule.** The Committee shall meet on an as needed basis, no more frequently than once a month, after a matter has been referred to the Committee by direction of the City Manager or City Attorney. Committee meetings shall be held in the Civic Center and shall be open to the public, pursuant to Mont. Code Ann. Titles 2 and 7. Committee meeting minutes shall be maintained by the City Clerk.

**2.21.100 - Committee duties.** The Committee shall meet and be presented testimony regarding matters referred to it. When considering an ethics complaint, the Committee shall determine whether a complaint appears to be substantiated based on the information and testimony presented. If the Committee determines that a complaint appears to be substantiated, it may refer the matter to the Cascade County Attorney, or to the supervisor of a public employee who may be the subject of the complaint, for disposition. The Committee shall make written findings of its decision, which will be filed with the City Clerk.

In practice, two complaints have been filed against commissioners and one against another board/staff. When a complaint is filed against a commissioner, I am not going to be the appropriate person to refer a complaint – for obvious reasons. Under the current provisions, the City Attorney does the referring. Although the City Attorney does not answer to the City Commission directly, the City Attorney works very closely with the governing body for legal advice and policy direction.

So, while I get to avoid potentially damaging my employer/employee relationship with the Commission by not referring my boss/bosses to the ethics committee, the City Attorney does not enjoy the same benefit. The City Attorney is a trusted advisor to the Commission on all legal matters. The potential of irreparably damaging that attorney-client relationship is very high as “the next” referring agent in the current process.



As an aside, Bozeman is the only other municipality that has an Ethics Committee process that can be found here: <https://www.bozeman.net/departments/city-commission/ethics>

## **Alternatives**

Please find below Commission options for consideration:

- Assess the effectiveness of the current process and keep it in place, understanding the conflicts and expense.
- Assess the referral process above and amend it;
  - Maybe review and update submittal and guidelines used to file ethics charges;
  - Retain outside counsel to advise the ethics committee on potential ethical breaches.
    - This will obviously cost more, but removes all internal staff from the referral process.
- Refresh the entire process by eliminating the committee and directing ethics complaints to the County Attorney for review pursuant to state law.
  - For example, the City of Billings addresses ethics complains in this manner:
  - Billings Ethics Code

### ARTICLE 2-700. - CODE OF ETHICS<sup>[12]</sup>

#### DIVISION 1. – GENERALLY

##### **Sec. 2-701. - Policy.**

The public judges its government by the way public officials conduct themselves in the offices to which they are elected or appointed. The people have a right to expect that every public official will conduct himself or herself in a manner that will tend to preserve public confidence in and respect for the government he or she represents. Such confidence and respect can best be promoted if every public official, whether paid or unpaid, and whether elected or appointed, will uniformly:

(1) Treat all citizens with courtesy, impartiality, fairness and equality under the law; and,

(2) Avoid both actual and potential conflicts between his or her private self-interest and the public interest.

(Code 1967, § 2.08.010)

##### **Sec. 2-702. - Conflict of interest.**

The mayor and city council, all other elected city officials, appointed city boards and commission members and all city employees shall be subject to the applicable code of ethics provisions in state law including but not limited to all laws governing conflict between public duty and private interest.

### Montana Code – Ethics State

[https://archive.legmt.gov/bills/mca/title\\_0020/chapter\\_0020/part\\_0010/section\\_0210/0020-0010-0210.html](https://archive.legmt.gov/bills/mca/title_0020/chapter_0020/part_0010/section_0210/0020-0010-0210.html)

Without an Ethics Committee, ethics complaints are administered by the County Attorney as outlined here:

Montana Code Annotated 2023

## TITLE 2. GOVERNMENT STRUCTURE AND ADMINISTRATION

## CHAPTER 2. STANDARDS OF CONDUCT

## Part 1. Code of Ethics

## Enforcement For Local Government

**2-2-144. Enforcement for local government.** (1) Except as provided in subsections (5) and (6), a person alleging a violation of this part by a local government officer or local government employee shall notify the county attorney of the county where the local government is located. The county attorney shall request from the complainant or the person who is the subject of the complaint any information necessary to make a determination concerning the validity of the complaint.

(2) If the county attorney determines that the complaint is justified, the county attorney may bring an action in district court seeking a civil fine of not less than \$50 or more than \$1,000. If the county attorney determines that the complaint alleges a criminal violation, the county attorney shall bring criminal charges against the officer or employee.

(3) If the county attorney declines to bring an action under this section, the person alleging a violation of this part may file a civil action in district court seeking a civil fine of not less than \$50 or more than \$1,000. In an action filed under this subsection, the court may assess the costs and attorney fees against the person bringing the charges if the court determines that a violation did not occur or against the officer or employee if the court determines that a violation did occur. The court may impose sanctions if the court determines that the action was frivolous or intended for harassment.

(4) The employing entity of a local government employee may take disciplinary action against an employee for a violation of this part.

(5) (a) A local government may establish a three-member panel to review complaints alleging violations of this part by officers or employees of the local government. The local government shall establish procedures and rules for the panel. The members of the panel may not be officers or employees of the local government. The panel shall review complaints and may refer to the county attorney complaints that appear to be substantiated. If the complaint is against the county attorney, the panel shall refer the matter to the commissioner of political practices and the complaint must then be processed by the commissioner pursuant to **2-2-136**.

(b) In a local government that establishes a panel under this subsection (5), a complaint must be referred to the panel prior to making a complaint to the county attorney.

(6) If a local government review panel has not been established pursuant to subsection (5), a person alleging a violation of this part by a county attorney shall file the complaint with the commissioner of political practices pursuant to **2-2-136**.

(7) This section does not apply to allegations of a violation by a judicial officer, justice, district court judge, or judge under the judicial branch of state government.

History: En. Sec. 21, Ch. 562, L. 1995; amd. Sec. 5, Ch. 122, L. 2001; amd. Sec. 5, Ch. 440, L. 2023.

It is worth noting that without a local ethics panel, complaints must be made to the County Attorney directly. If the City retains the Ethics Committee, then only substantiated complaints are referred to the County Attorney. In other words, unsubstantiated complaints do not make it past the Ethics Committee.

To repeal the Ethics Committee provision, the Commission would need to repeal Sections 2.21.060 through 2.21.100. A substantial portion of the City's ethical standards policy would remain – the process would simply change from a Commission appointed board to a direct complaint to the County Attorney pursuant to existing state law.

Any ordinance can be repealed after its first reading. To void any ordinance, the City needs to write an ordinance repealing the previously adopted ordinance. Repealing an ordinance requires an affirmative majority vote of the City Commission after proper posting on an agenda.

Please let me know if you have any questions or how the Commission would like to proceed on this matter.

- Gtd

# **ORDINANCE 3274**

## **AN ORDINANCE AMENDING TITLE 2, CHAPTER 21 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO THE CODE OF ETHICS**

\* \* \* \* \*

**WHEREAS**, the City’s Ethics Committee was created in 2017 to evaluate ethics complaints before forwarding them to the County Attorney; and

**WHEREAS**, the Ethics Committee has reviewed only three cases since its formation; and

**WHEREAS**, maintaining the Ethics Committee requires significant use of legal and staff resources for recruitment and training of Ethics Committee members; and

**WHEREAS**, consideration of matters presented to the Ethics Committee poses ethical and professional challenges for City officials and requires retention of independent counsel at significant cost to the City; and

**WHEREAS**, a statutory process for handling local government ethics violations already exists, as codified in Mont. Code Ann. §2-2-144.

**WHEREAS**, additional revisions to Title 2, Chapter 21 include the removal of references to the Housing Authority, following the termination of its management agreement with the City in 2023, and renumbering of sections to ensure consecutive order.

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

Section 1. That Title 2, Chapter 21 of the Official Code of the City of Great Falls (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 May 6, 2025.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading May 20, 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 3274 on the Great Falls Civic Center posting board and the Great Falls City website.

(CITY SEAL)

---

Lisa Kunz, City Clerk

EXHIBIT "A" TO ORDINANCE 3274  
Title 2 - ADMINISTRATION AND PERSONNEL  
Chapter 21 CODE OF ETHICS

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## Chapter 21 CODE OF ETHICS

### Sections:

...

### 2.21.040 Definitions.

As used in this ~~section~~ Chapter:

- A. "Agency" means any agency, board, governing body, including the chief executive officer, office, commission, or other instrumentality within the City of Great Falls, and any independent local authority created by or appointed under the authority of the City of Great Falls.
- B. "Business organization" means any corporation, partnership, firm, enterprise, franchise, association, trust, sole proprietorship, union, or other legal entity.
- C. "Employee" means any person, whether compensated or not, whether part-time or full-time, employed by or serving on an agency, who is not a local government officer.
- D. "Interest" means the ownership or control of more than ten (10) percent of the profits, assets or stock of a business organization, but shall not include the control of assets in a non-profit entity or labor union.
- E. "Member of immediate family" means the spouse or dependent child of an officer or employee residing in the same household.
- F. "Officer" means any person whether compensated or not, whether part-time or full-time, who is one (1) of the following:
  - 1. Member of the City Commission;
  - 2. City Manager;
  - 3. Deputy City Manager;
  - 4. Director, Department of Finance;
  - 5. Director, Department of Planning and Community Development;
  - 6. Director, Department of Public Works;
  - 7. Director, Department of Parks and Recreation;
  - 8. Chief of Police;
  - 9. City Clerk;
  - 10. City Attorney;
  - 11. Municipal Judge;
  - 12. Fire Chief;
  - 13. Library Director;

- 14. Human Resources Director;
  - 15. ~~Housing Authority Director~~; or
  - 165. A member of any City board, council, committee, or commission.
- G. "Officer or employee" means an officer or employee of the City of Great Falls or of an agency under the authority of or appointed by the City Commission.

(Ord. 3274, 2025; Ord. 3183, 2017; Ord. 3169, 2017).

## 2.21.050 Ethical standards.

In addition to complying with the provisions of Mont. Code Ann. Title 2, Chapter 2, officers and employees of the City of Great Falls shall comply with the following provisions:

- A. No officer or employee of the City of Great Falls shall have an interest, **as defined in this Chapter**, in a business organization or engage in any business, transaction, or professional activity which is in substantial conflict with the proper discharge of his or her governmental duties;
- B. No officer or employee shall use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for himself, herself or others;
- C. No officer or employee shall act in his or her official capacity in any matter where he or she, a member of his or her immediate family, or any business organization in which he or she has an interest, has a direct or indirect financial or personal involvement that might reasonably be expected to:
  - 1. impair his or her objectivity or independence or judgment, or
  - 2. substantially conflict with the proper discharge of officer or employee's governmental duties;
- D. No officer or employee shall undertake any private employment or service which might prejudice his or her independent judgment in the exercise of his or her official duties;
- E. No officer or employee, any member of his or her immediate family, or any business organization in which he or she has an interest shall solicit or accept any gift, favor, political contribution, service, promise of future employment, or other thing of value for the purpose of influencing him or her, directly or indirectly, in the discharge of his or her official duties, the appearance of impropriety must be avoided by the acceptance of such a gift;
- F. No officer or employee shall use, or allow to be used, his or her public office or employment or any information, not generally available to the members of the public, which he or she receives or acquires in the course of employment, for the purpose of securing financial gain for himself or herself, any member of his or her immediate family, or any business organization with which he or she ~~is associated~~ **has an interest**;
- G. No officer or employee, or any business organization in which he or she has an interest, shall represent any other person or party except the City in connection with any cause, proceeding, application, or other matter pending before any agency of the City of Great Falls; except in the process of collective bargaining for public employees or where any officer or employee or members of his or her immediate family shall represent himself, herself or themselves, in negotiations or proceedings concerning his, her, or their own interests;
- H. No officer shall be in conflict with these provisions if, by reason of his or her participation in the enactment of any ordinance, resolution or other matter required to be voted upon, no particular material or monetary gain accrues to him or her, or his or her immediate family;

- I. No elected officer shall be prohibited from making an inquiry for information on behalf of a constituent if in return, no fee, reward, or other thing of value is directly or indirectly promised to or accepted by the officer or a member of his or her immediate family;
- J. No officer or employee, elected or appointed in the City, shall without receiving formal written authorization from the appropriate person or body, disclose any confidential information concerning any other officer or employee or any other person or any property or governmental affairs of the City;
- K. No officer or employee shall approve, disapprove, or in any way recommend the payment of any bill, voucher, or indebtedness in which he or she has direct or indirect interests except reimbursement for proper expenses otherwise approved by the City Manager;
- L. No officer or employee shall request, use, or permit the use of any public property, vehicle, equipment, labor, or service for personal convenience or advantage for himself or any other person; except where it is the general practice to make the same available to the public at large, or where the same is provided pursuant to stated public policy for the use of officials and employees in the conduct of official business;
- M. All officers or employees shall exercise prudence and integrity in management of public funds in their custody and in all financial transactions;
- N. All officers or employees shall uphold the letter and spirit of the constitution, statutes, and regulations governing their duties and report violations of the law to appropriate authorities;
- O. All officers or employees shall be sensitive and responsive to the concerns and questions of the public; and
- P. All officers, whether elected or appointed, shall file a signed written disclosure with the City Clerk, and City Attorney, disclosing any appearance of a violation of this chapter, ~~and said disclosure may, within the City Manager's discretion, be forwarded to the Great Falls Ethics Committee for determination if a violation of this chapter exists and appropriate course of action.~~

(Ord. 3274, 2025; Ord. 3169, 2017).

#### **~~2.21.060 Great Falls Ethics Committee established.~~**

The City Commission hereby establishes The Great Falls Ethics Committee hereinafter referred to in this chapter as the "Committee."

(Ord. 3274, 2025; Ord. 3169, 2017).

#### **~~2.21.070 Committee purpose.~~**

The purpose of the Committee is to ensure that all City officers and employees are performing their duties in compliance with the provisions of Mont. Code Ann. Title 2, Chapter 2, and the provisions of this chapter.

(Ord. 3274, 2025; Ord. 3169, 2017).

#### **~~2.21.080 Committee membership.~~**

- A. ~~Subject to the provisions provided in Subsection (B.) of this part, the Committee shall consist of three (3) members and one (1) alternate member, who shall be appointed and ready to serve in the event that a Committee member is unable or unavailable to serve. The members and alternate shall be appointed by the City Commission for not more than three (3) consecutive, three-year terms. Members shall be qualified~~



~~electors and residents of the City. Members shall not be City employees. As is reasonably possible, the members shall have experience and or training in the following:~~

- ~~1. — Public administration;~~
- ~~2. — Governmental operation;~~
- ~~3. — Political practices; or~~
- ~~4. — Legal practice.~~

~~B. — The first appointee to the Great Falls Ethics Committee shall serve an initial term of three (3) years, the second appointee shall serve an initial term of two (2) years, and the third appointee shall serve an initial term of one (1) year. Following the expiration of these initial terms, the provisions of Subsection (A.) of this part shall apply.~~

(Ord. 3274, 2025; Ord. 3201; 2019, Ord. 3169, 2017).

## **~~2.21.090 Committee meeting schedule.~~**

~~The Committee shall meet on an as needed basis, no more frequently than once a month, after a matter has been referred to the Committee by direction of the City Manager or City Attorney. Committee meetings shall be held in the Civic Center and shall be open to the public, pursuant to Mont. Code Ann. Titles 2 and 7. Committee meeting minutes shall be maintained by the City Clerk.~~

(Ord. 3274, 2025; Ord. 3203, 2019; Ord. 3169, 2017).

## **~~2.21.100 Committee duties.~~**

~~The Committee shall meet and be presented testimony regarding matters referred to it. When considering an ethics complaint, the Committee shall determine whether a complaint appears to be substantiated based on the information and testimony presented. If the Committee determines that a complaint appears to be substantiated, it may refer the matter to the Cascade County Attorney, or to the supervisor of a public employee who may be the subject of the complaint, for disposition. The Committee shall make written findings of its decision, which will be filed with the City Clerk.~~

(Ord. 3274, 2025; Ord. 3201; 2019, Ord. 3169, 2017).

## **~~2.21.110060 Nepotism.~~**

All personnel matters shall be administered on the basis of merit and through regular management procedure.

- A. No one participating actively in the appointment of a position, i.e., City Commissioners, City Manager, representatives of the Human Resources Department, the appointing department head, or division head, shall appoint any person related or connected by consanguinity within the fourth degree or by affinity within the second degree;
  1. "Consanguinity" means blood relation and degrees are determined as follows:
    - i. Parent and child are of the first degree;
    - ii. Grandparents, grandchildren, brothers and sisters are of the second degree;
    - iii. Uncles, aunts, nephews, nieces and great grandparents are of the third degree; and

- iv. First cousins, great uncles and great aunts and great-great grandparents are of the fourth degree.
- 2. "Affinity" means a relationship by marriage and the degrees are determined as follows:
  - i. Husband and wife are of the first degree; and
  - ii. Brothers-in-law, sisters-in-law, fathers-in-law and mothers-in-law are of the second degree.
- B. No one may be appointed to a position, within a City department, if related or connected by consanguinity within the fourth degree or by affinity within the second degree to any person sitting on a board or commission representing or advising that department.
- C. The above shall include but not be limited to the following:
  - 1. City Commission;
  - 2. Board of Adjustment/**Appeals**;
  - 3. Board of Health;
  - 4. ~~Housing Authority~~;
  - ~~5~~4. Library Board;
  - ~~6~~5. Park and Recreation Board;
  - ~~7~~6. Parking Commission;
  - ~~8~~7. Planning Board and Zoning Commission;
  - ~~9~~8. Police Commission;
  - ~~10~~9. Business Improvement District; **and**
  - ~~11~~10. Tourism Business Improvement District.; ~~and~~
  - ~~12. Great Falls Ethics Committee.~~

(Ord. 3274, 2025; Ord. 3169, 2017).

## **2.21.120070 Distribution.**

The City Clerk shall cause a copy of this Code of Ethics to be distributed to every public officer and employee of the City within thirty (30) days after enactment. Each public officer and employee elected, appointed, or engaged thereafter shall be furnished a copy before entering upon the duties of his or her office or employment.

(Ord. 3274, 2025; Ord. 3169, 2017).



Commission Meeting Date: May 6, 2025

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Appointments, Great Falls Citizen's Council

**From:** City Commission

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appoint two members of the City Commission to serve on the Great Falls Citizen's Council for the May 27, 2025 meeting.

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**Suggested Motion:**

1. Mayor moves:

"I move that the City Commission appoint \_\_\_\_\_ and \_\_\_\_\_ to serve on the Great Falls Citizen's Council also known as Council of Councils for the May 27, 2025 meeting."

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

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**Staff Recommendation:** It is recommended that the Mayor appoint two members from the City Commission to serve as the Commission's representatives for the Great Falls Citizen's Council in accordance with Title 2, Chapter 19, Section 090 the Official Code of the City of Great Falls (OCCGF).

**Summary:** Pursuant to the Charter of the City of Great Falls, the Neighborhood Council program was established by Ordinance 2727 in 1997. There are nine separate Council districts throughout Great Falls.

**Background:** The Great Falls Citizen's Council was created to act as a forum to address issues of community wide concern and resolve disputes among the individual neighborhood councils. The members are comprised of one member from each neighborhood council and two members of the City Commission who shall be appointed by the Mayor. The council meets three times a year, usually in January, May and October. Mayor Reeves and Commissioner McKenney were appointed and served as the Commission's Representatives for the January 28, 2025.

This year's meetings are scheduled for January 28, May 27 and October 28, 2025 at 7:00 pm in the Gibson Room of the Civic Center.