



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
September 02, 2025
7:00 PM**

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

Public participation is welcome in the following ways:

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

Meeting Decorum Statement

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

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.

CITY MANAGER

5. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

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

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

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

PUBLIC HEARINGS

OLD BUSINESS

14. City of Great Falls Electric Supply Contract. *Action: Authorize or not authorize the city manager to execute necessary supply agreements with Guzman Energy for electricity supply to the City of Great Falls, upon consultant's recommendation of a competitive rate and formal proposal received, and extend the agreement period through June 30, 2028 or June 30, 2030. (Presented by Greg Doyon)*

NEW BUSINESS

15. Water Service Line Replacement and Temporary Access Agreement for SRF Loan Funded Lead Service Line Replacement. *Action: Approve or not approve the form and the terms of the agreement and authorize or not authorize the Public Works Director to enter into said agreement with individual property owners to carry out the activities associated with identifying and replacing the Lead or Galvanized Service Lines and Associated Work as required by the EPA Lead and Copper Rule Improvements. (Presented by Christoff Gaub)*
16. Eagle's Crossing Addition, Phase II, Addendum Agreement No. 2 with Cascade Communities, LLC. *Action: Approve or deny the Addendum Agreement No. 2. (Presented by Brock Cherry)*

ORDINANCES / RESOLUTIONS

17. Ordinance 3277, to assign R-3 Single-family High Density zoning to Lot 4A, Block 7, University Addition, property addressed as 1420 17th Avenue Southwest, and the adjoining right-of-way of 18th Alley Southwest. *Action: Accept or not accept Ord. 3277 on first reading and set or not set a public hearing for October 7, 2025. (Presented by Brock Cherry)*

CITY COMMISSION

18. Miscellaneous reports and announcements from the City Commission.
19. Commission Initiatives.

ADJOURNMENT

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

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

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

JOURNAL OF COMMISSION PROCEEDINGS
August 19, 2025 -- Regular City Commission Meeting
Civic Center Commission Chambers, Room 206 -- Mayor Reeves Presiding

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS:

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

Also present were City Manager Greg Doyon and Deputy City Manager Bryan Lockerby, Public Works Director Chris Gaub, Planning and Community Development Director Brock Cherry, Finance Director Melissa Kinzler, ARPA Project Manager Sylvia Tarman, City Attorney David Dennis, Fire Chief Jeremy Jones, Police Chief Jeff Newton, and City Clerk Lisa Kunz.

AGENDA APPROVAL:

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:

None.

PETITIONS AND COMMUNICATIONS

1. **Kathryn Wisnoski**, City resident, shared a personal story as a military spouse, business owner, volunteer, and mother of a 3-year old son. After the birth of her child, she found herself overwhelmed, unequipped and struggling with post-partum depression, with no family in Montana and a husband frequently away in the missile fields. What helped her begin to heal was Toby's House, who provided the support she needed during a vulnerable time in her life. Now, Toby's House needs "us." A portion of Carter Park has been identified as a solution to build a safe, single-level building with proper parking, accessible entry and an outdoor play space. Most importantly, this project is funded by donors.

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NEIGHBORHOOD COUNCILS

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

CITY MANAGER

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon updated the Commission and made the following announcements:

- 4th Street NE access road to the City's Wastewater Treatment Plant and discussions with BNSF about crossing ability in light of some rail expansion occurring to serve Calumet – “No trespassing” and “Authorized Vehicles Only” signage will be installed in the interim along the crossing, and public access to the parking lot to the park will be blocked off. BNSF acknowledges that it will take some time to design a gate system and work with the City on some permitting issues.

Commissioner Tryon received clarification that BNSF is not contributing to the cost of the gate.

Commissioner Wolff noted that the public can access the park via a parking lot further south.

- Park and Recreation recruitment efforts – four people were invited and three people interviewed in person for the Park and Recreation Director position. The Department Head team, leadership team, and community partners were engaged to participate in the process. In this case, he will be re-advertising for the position. The Park and Recreation Department has a very specific need and will require a director with a specific skillset because, what this community is about to go through as a result of the last legislative session in its budgeting for next year, will really have to rethink the way the City does Park and Recreation services in this community. The Park and Recreation Department has the responsibility of a new aquatics facility that the Director will need to figure out how to operate in a more resilient and cash effective manner. The Director will need to be someone ready to have a conversation with the community about what is most important to

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Great Falls in terms of its park and recreation activities and figure out a business plan on how to meet those needs within the resources the Department has.

- Deputy City Manager recruitment efforts – interviews are scheduled Thursday and Friday this week with two internal and two external applicants. He is hoping for good outcomes from that process to decide and get that position filled.
- Agenda Items 19 & 20 – readjusting the Library’s mills that were articulated in the City Charter - He is not opposed to the Commission recalibrating the mills to equal out what the Legislature has done. He is opposed to the Commission being required to make a decision about its Charter without a vote of the people. It was done legislatively. That is not good governance in his book. However, he doesn’t think the Commission has a choice to meet the intent of what the voters passed. He knows the legislators amended the original bill to accommodate the City of Billings with regard to its Charter and how much they can raise for police and fire. Anybody that pays attention to the City’s conversations at work sessions and meetings, hears how difficult it is to do appropriate budgeting for the City. He would hope that the voters recognize that these are the types of legislative intrusions that have significant impact.

Regarding Item 20, people often ask about the valuation from the State and setting taxable values. If the Commission wanted to know a breakdown of where the City grew new taxable value, staff cannot even tell the Commission where it does grow because a breakdown of the information is not provided by the Department of Revenue. When meeting with the DOR, they can’t define what a multi-family unit is. He expressed frustration that the City is getting its data to make local budgetary decisions from an entity that can’t provide good data points to help the community understand why they are being taxed the way that they are. Because of the way the State recalibrated the taxable values, the City anticipates that there will be more tax protests.

CONSENT AGENDA

5. Minutes, August 5, 2025, City Commission Meeting.
6. Total Expenditures of \$5,009,748 for the period of July 10, 2025, through July 30, 2025, to include claims over \$25,000, in the amount of \$4,080,471.
7. Contracts List.
8. Grants List.
9. Approve the purchase of water meter equipment for FY26 from Ferguson Enterprises, Inc. in an amount not to exceed \$650,000.

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10. Approve a Professional Services Agreement in the amount of \$123,757.06 to DJ&A, P.C. for the 9th Street NE Water Main Replacement project and authorize the City Manager to execute the necessary documents. **OF 1848.0**
11. Approve an Interlocal Agreement between the City of Great Falls and Cascade County to jointly resurface sections of Airport Bench Road.

Commissioner Tryon moved, seconded by Commissioner Wolff, 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.

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

12. RESOLUTION 10585 TO LEVY AND ASSESS THE GENERAL BOULEVARD DISTRICT NO. 3570.

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

Finance Director Melissa Kinzler introduced that agenda items 12-16 are to set the annual assessments for the City of Great Falls. To adopt annual assessments, it is required by state law to adopt a budget for the assessments based on the cost of work, improvements and maintenance to the owners of property within the boundaries of each district. The City Commission adopted the budget at the last City Commission meeting for these different assessment funds.

She reported that the Park and Recreation Department, Natural Resources - Boulevard Division, is responsible for the care and maintenance of over 15,000 street trees located within the General Boulevard District. Services provided within the District are pruning, removal, planting, and streetscape design.

After calculating all factors pertinent to the operation of the Boulevard Division, an assessment amount of \$587,407 was calculated, proposed and presented to the City Commission for approval in the FY 2025 adopted budget. The boulevard assessment is increasing 15% or \$16.20 for the average size lot to cover the increased costs of operations (personnel, tree planting, fuel, etc.) and will result in an assessment of approximately \$124.16 for the average size lot of 7,500 square feet.

Mayor Reeves asked if the Commissioners had any questions of Director Kinzler. Hearing none, Mayor Reeves asked if there were any comments from the public in support of Resolution 10585.

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Hearing none, Mayor Reeves asked if there were any comments from the public in opposition to Resolution 10585. Hearing none, Mayor Reeves closed the public hearing and asked the will of the Commission.

Commissioner Wilson moved, seconded by Commissioner Wolff, that the City Commission adopt Resolution 10585.

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

Commissioner McKenney inquired why the annual assessment increase was more than the consumer price index annual rate of inflation.

Director Kinzler clarified that the actual costs of the trees and the cost of personal services has increased over the general inflation rate. This increase will offset costs of increases that the City didn't take in the past to try to catch up with the current costs.

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

Motion carried 5-0.

13. RESOLUTION 10586 TO LEVY AND ASSESS GREAT FALLS PARK DISTRICT NO. 1.

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

Finance Director Melissa Kinzler reported that on June 5, 2018, the City Commission adopted Resolution 10238 creating the Great Falls Park District Number 1. The boundaries of the District are the current incorporated limits of the City, as well as all properties later annexed thereto.

The Park District's overall purpose is to utilize assessment dollars and direct those monies to management and maintenance of City-owned facilities, lands and equipment under the responsibility and care of Park and Recreation Department. The Park District's revenue may not be used for programming. The cost of the proposed assessment for the Great Falls Park District No. 1 is \$1.5 million dollars annually. FY 26 is year eight of the assessment with no increase for this 20-year district. Tax year 2025 will be the first year of the tiered tax rates enacted by the Legislature. While there is no increase in the overall assessment amount of \$1,500,000, individual property owners may see fluctuations in their Park District assessment according to the tiered tax rates. Last year, the estimated annual assessment for every \$100,000 of market value was \$19.26.

Mayor Reeves asked if the Commissioners had any questions of Director Kinzler. Hearing none, Mayor Reeves asked if there were any comments from the public in support of Resolution 10586.

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Hearing none, Mayor Reeves asked if there were any comments from the public in opposition to Resolution 10586.

Hearing none, 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 10586.

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

14. RESOLUTION 10587 TO LEVY AND ASSESS PROPERTIES WITHIN SPECIAL IMPROVEMENT LIGHTING DISTRICTS.

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

Finance Director Melissa Kinzler reported that there are currently 27 Special Improvement Lighting Districts with approximately 9,429 roadway lights. The purpose of the Special Improvement Lighting District Fund is to maintain the lights and poles and furnish electrical supply for the lighting districts throughout the year and throughout the City.

The assessment amount for the Special Improvement Lighting District funds for FY 2026 is \$1,487,790, which reflects an aggregate 5.2% increase from the prior fiscal year. She noted that not all districts would have an increased assessment. Only those districts without a sufficient cash balance to cover the cost of operations will be increased. Many districts have been using their fund balance in recent years to offset assessment increases.

Mayor Reeves asked if the Commissioners had any questions of Director Kinzler. Hearing none, Mayor Reeves asked if there were any comments from the public in support of Resolution 10587. Hearing none, Mayor Reeves asked if there were any comments from the public in opposition to Resolution 10587. Hearing none, Mayor Reeves closed the public hearing and asked the will of the Commission.

Commissioner Wilson moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10587.

Mayor Reeves asked if there was any discussion amongst the Commissioners. Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

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

Finance Director Melissa Kinzler reported that in February 1977, the Commission adopted Resolution 6913 that created the Special Improvement Maintenance District 1195 for the purpose of maintaining the Green Belt of the Portage Meadows Addition. The assessment covers the costs of materials, snow removal labor, water, mowing labor, fertilizer costs and labor, and tree pruning, which was part of the original Planned Unit Development.

The estimated assessment is a total of \$80,071 and will result in an annual assessment of approximately \$428.14 for an average lot size of 4,501 square feet. For Fiscal Year 2025, the Portage Meadows assessment is increasing 6% or \$24.24 for the average size lot to cover the increased costs of operations (personnel, fuel, maintenance and replacement of some of the irrigation system, etc.). The last Portage Meadows Maintenance District increase of 5% was approved in Fiscal Year 2025.

Mayor Reeves asked if the Commissioners had any questions of Director Kinzler. Hearing none, Mayor Reeves asked if there were any comments from the public in support of Resolution 10588. Hearing none, Mayor Reeves asked if there were any comments from the public in opposition to Resolution 10588.

John Hubbard, 615 7th Avenue South, commented that Portage Meadows was built on swamp land.

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

Commissioner Tryon moved, seconded by Commissioner Wolff, that the City Commission adopt Resolution 10588.

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

16. RESOLUTION 10591 TO LEVY AND ASSESS THE STREET MAINTENANCE DISTRICT.

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

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Finance Director Melissa Kinzler reported that the Street Division maintains approximately 393 miles of streets and alleys within the City limits. Maintenance consists of pavement rehabilitation and restoration, street cleaning, snow and ice removal, and alley maintenance. In addition, the Traffic Operations Division is responsible for the maintenance of all roadway signs, signals and pavement markings.

After calculating all factors pertinent to the operation of the Street Maintenance District, an assessment amount for the next fiscal year was calculated and presented to the City Commission for approval in the FY26 adopted budget. A 10% increase is proposed for FY26. The estimated increase is \$13.30 for an average size lot of 7,500 sq. feet, or approximately \$146.35 for the year. The total estimated assessment for the District is \$6,100,327.

Mayor Reeves asked if the Commissioners had any questions for Director Kinzler. Hearing none, Mayor Reeves asked if there were any comments from the public in support of Resolution 10591. Hearing none, Mayor Reeves asked if there were any comments from the public in opposition to Resolution 10591. Hearing none, Mayor Reeves closed the public hearing and asked the will of the Commission.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10591.

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

Commissioner Tryon thanked the Public Works department for maintaining the streets.

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

Motion carried 5-0.

17. PEACE HARBOR PHASE I MAJOR SUBDIVISION ANNEXATION AND PLANNED UNIT DEVELOPMENT ZONING.

- I. RESOLUTION 10593, TO APPROVE THE ANNEXATION OF THE SUBJECT PROPERTY AND THE IMPROVEMENT AGREEMENT, ANNEXATION OF THE ADJOINING RIGHT-OF-WAY OF 21ST AVENUE SOUTH, AND THE ADJOINING PARCEL OWNED BY THE CITY OF GREAT FALLS.**
- II. ORDINANCE 3276, TO ASSIGN A PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT FOR THE SUBJECT PROPERTY, AND APPROVAL OF THE PRELIMINARY PLAT OF PEACE HARBOR PHASE I MAJOR SUBDIVISION.**

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

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Planning and Community Development Director Brock Cherry reported that the applicant, KIB Homes, is requesting annexation of approximately 15.47 acres, assignment of a Planned Unit Development (PUD) zoning district, and approval of the preliminary plat.

This project supports the City's goals of expanding access to housing through a mix of lot sizes. A key feature of this proposal is the use of PUD zoning, which allows for greater flexibility in site design. Specifically, the applicant is proposing a minimum lot size of 5,000 square feet, while the current zoning code allows a minimum of 7,500 square feet by right. This smaller lot size enables more compact and diverse single family residential development.

The proposed subdivision includes 67 single-family lots to be developed in two phases:

- Phase 1 includes 30 lots
- Phase 2 includes the remaining 37

Access to the subdivision will be provided from both 20th Avenue South on the west and 21st Avenue South on the east. Importantly, no development of Phase 2 lots may occur until the 21st Avenue South extension is constructed and connected to 8th Street South. This condition ensures adequate access, circulation, and emergency service response. The developer will fund and construct all public infrastructure, including streets, sidewalks, curbs, gutters, water and sewer systems, and a regional stormwater detention facility. Once completed, these public systems will be transferred to the City for long-term maintenance.

A traffic analysis estimates the subdivision will generate 623 weekday trips, with about 65% of traffic likely using 21st Avenue South to access 10th Avenue South. The surrounding local road network is expected to adequately support this traffic volume. This project aligns with the 2013 Growth Policy Update, supporting housing variety and infill development. It also received unanimous support from Neighborhood Council #6.

Further, after a public hearing held on June 24, 2025, the Planning Advisory Board/Zoning Commission unanimously recommended that the City Commission: (1) Approve the annexation request; (2) Assign Planned Unit Development (PUD) zoning to the property; (3) and Approve the Preliminary Plat for Peace Harbor Phase 1.

Therefore, based on compliance to the City's Growth Policy, zoning ordinance, and based on the recommendation of the Zoning Commission, Staff recommends approval of: (1) Resolution 10593 – to annex the property and approve the Improvement Agreement, (2) Ordinance 3276 – to assign PUD zoning, and (3) The Preliminary Plat – for Peace Harbor Phase 1, subject to all conditions of approval.

Jason Crawford, Triple Tree Engineering, on behalf of applicant, KIB Homes, reviewed PowerPoint slides (available in the City Clerk's Office) and discussed the following:

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- Introduction to the Project – Peace Harbor Subdivision is a 50-acre parcel, located about three blocks south of 10th Avenue South, three blocks east of the river and has Benefis Campus and the Peak Health and Wellness to the north.
- General Description – develop 67 lots with city streets, water, sewer and storm water systems
- Construction Schedule 1 – construct Harvard Avenue and Columbia Street and construct water main, sewer main and dry utilities
- Construction Schedule 2 – construct Columbia, Stanford, and 21st Avenue, construct water main, sewer main and dry utilities
- KIB's Vision – smaller lot option, nice neighborhood with City amenities

Karl Birky, owner of KIB Homes, commented that he has been building homes for 20-years. He wants to provide lots for his home building business. When he started in this career, he could look in the newspaper and find city limit lots for sale. Today, that has completely changed. This will be his first development. He knows affordable housing is a topic nationwide. Everything is expensive. He is in the business for profit and does a fair margin mark up to arrive at his prices. He urged the Commission's support and believed housing is needed.

Mayor Reeves asked if the Commissioners had any questions of staff, the applicant's representative or the applicant.

Mayor Reeves received confirmation that the newly constructed sidewalks will be ADA compliant and meet current standards.

Commissioner Tryon inquired what it is about Great Falls, the current environment and projecting five years out, that the applicant believes this project is an investment that will pay off.

Applicant Birky responded that he goes by his 20-years of experience. He builds about 30 new homes in Montana per year. A fair number of those are spec homes, speculating that customers want them. It is easier to sell something that is built and somebody can see than it is to buy something off a piece of paper or idea. The biggest problem is where to build. It isn't always new people in town that buy homes, it is people that want to upgrade to higher priced housing that frees up lower priced housing for others.

Commissioner Wilson inquired about plans should the storm water basins become overwhelmed during an event.

Engineer Crawford responded that the existing regional stormwater pond system that was designed for future development will tie into the existing storm drain system that pipes water directly to the river.

Director Cherry added that the engineering team has spent a considerable amount of time on stormwater. Proof of concept was required from the applicant and his engineering team. A benefit from the applicant's team was the willingness to do this project

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incrementally. This will allow staff the maximum opportunity for due diligence and learn things along the way. Future phases will have to be annexed and go through the same robust and comprehensive process. He further clarified that staff has assured that the project will meet all the City's standards for stormwater.

In the interests of transparency, Commissioner McKenney noted that he is a realtor specializing in single-family homes. He is not involved in this development. There is no personal gain or loss. He intends to participate.

Mayor Reeves asked if there were any comments from the public in support of Resolution 10593 and Ordinance 3276.

Ron Paulick, City resident, commented that he has worked for Jim Workman a number of years and has seen the Birky name, trucks and personnel. He thinks they will spend their money in Great Falls, and it will be the best thing for Great Falls to get homes built.

Sherrie Arey, NeighborWorks Great Falls, commented she has had the pleasure of working with Karl Birky and KIB Homes in the Meriweather Crossing project. He was able to buy some lots and made a wonderful addition to those missing middle priced homes that release up homes that other folks can buy. Every year housing stock is lost to the obsolescence of homes in the community because they are not being renovated. NeighborWorks supports KIB Homes and this project.

Jake Clark, Great Falls Development Alliance, commented that Mr. Birky and KIB Homes has addressed development challenges in Great Falls for a long time. When GFDA conducted a market demand assessment, KIB Homes was called out as one of the most prolific ongoing builders in the community. This is a great local company that builds homes that meet the workforce and have proven success in our market. It is a great project and development challenges have been worked through with City staff.

Mayor Reeves asked if there were any comments from the public in opposition to Resolution 10593 and Ordinance 3276. Hearing none, Mayor Reeves closed the joint public hearing and asked the will of the Commission on Resolution 10593.

Commissioner Wolff moved, seconded by Commissioners Tryon and Wilson, that the City Commission adopt Resolution 10593 to annex the property legally described as Lot 1A of the Mercedes Minor Subdivision and approve the Improvement Agreement, subject to the Conditions of Approval being fulfilled by the applicant.

Mayor Reeves asked if there was any discussion amongst the Commissioners. Hearing none, Mayor Reeves asked the will of the Commission on Ordinance 3276.

Commissioner Wilson moved, seconded by Commissioner Tryon, that the City Commission adopt Ordinance 3276 to assign Planned Unit Development (PUD)

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zoning to the subject property, subject to the Conditions of Approval being fulfilled by the applicant.

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

Commissioner McKenney thanked Mr. Birky for his pursuit of his entrepreneurship and for his public comments on how well he worked with Planning and Community Development staff. Great Falls has the need and has the staff in place for developers to meet that need.

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

Motion carried 5-0.

18. CDBG & HOME 2025-2026 ANNUAL ACTION PLAN.

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

ARPA Project Manager Sylvia Tarman reported that the CDBG and HOME programs are federal programs administered by the U.S. Department of Housing and Urban Development (HUD) to help fund local community development programs including affordable housing, public service agency assistance, economic development, and public infrastructure projects. The primary goal of these programs is to assist low- and moderate-income people in Great Falls. State and local governments receive funding from HUD based on a formula derived from population and housing statistics. HUD requires public input, especially input from lower income citizens and the agencies representing them, on issues and needs of the community. Holding a Public Needs Hearing to receive community input on the needs within the community is a requirement outlined in the City's Citizen Participation Plan submitted with the City's Five-Year Consolidated Plan to HUD.

The Public Needs Hearing is the first formal opportunity for the public as well as subrecipient agencies to impact the priorities the City will outline in the development of its Annual Action Plan submission to HUD. The Commission will be asked to consider citizen comments received during this public hearing when determining funding priorities for the CDBG and the HOME Grant Programs.

For the 2025-2026 Program Year the City will start a competitive application process for CDBG funded projects once again. Prior to the 2024-2025 Program Year, the City operated a year-round application process to enable the City the opportunity to meet its timeliness deadline. Given the City is timely once again, staff will go back to accepting quarterly applications for funding.

The priorities outlined in the 25-26 AAP are in line with the priorities set forth in the 5-year Consolidated Plan approved by the Commission at the July 15, 2025, meeting. Conducting the Public Needs Hearing is a pre-condition for the City to receive its annual

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allocation of CDBG and HOME grant funds from HUD. For the current program year, the City received \$777,762 in CDBG funds and \$231,257 of HOME funds. Although the expected allocation of funds for the next program year is not yet known, it is reasonable to assume that funding amounts will be consistent with current and past program years.

Mayor Reeves asked if the Commissioners had any questions of staff. Hearing none, Mayor Reeves asked if there were any comments from the public in support of the CDBG & HOME 2025-2026 Annual Action Plan.

Sherrie Arey, NeighborWorks Great Falls, spoke in favor of the Action Plan for the next fiscal year. She noted that our area median income of people below 80% is an individual that makes about \$50,000 and a family of four that makes about \$70,000. People are spending 40%-45% of take home pay for housing. It is important to be able to use the CDBG and HOME funds to leverage the ability of those hard-working individuals to get into home ownership, or for those projects that help support more affordable rental properties. NeighborWorks provides downpayment assistance that make up the difference for the gap in financing that can get someone that is an 80% LMI into single-family home ownership. Those funds are recaptured when the home is sold. She urged the Commission to continue to leverage the funds for housing in the community.

Mayor Reeves asked if there were any comments from the public in opposition to the CDBG & HOME 2025-2026 Annual Action Plan.

Hearing none, Mayor Reeves closed the CDBG & HOME 2025-2026 Annual Action Plan Needs Hearing.

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

Commissioner Wilson noted the funds were really stretched out. She wished there was more for slum and blight removal.

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

19. RESOLUTION 10599, ACKNOWLEDGING THE EFFECT OF MONTANA HOUSE BILL 231 ON THE CITY'S FIXED LIBRARY MILL LEVY.

Finance Director Melissa Kinzler reported that on May 13, 2025, Governor Gianforte signed into law House Bill 231 and Senate Bill 542 (the "Tax Bills"). A side effect of these bills was a corresponding decrease in the mill value for 2026 and beyond.

JOURNAL OF COMMISSION PROCEEDING
August 19, 2025

In communities like Great Falls that have voted or have charter-authorized fixed mill limits, reduced mill values would result in significant revenue shortfalls beginning in fiscal year 2026. To offset the revenue impacts, the Tax Bills require taxing jurisdictions to balance the effect of reduced mill values by resetting their fixed mill limits. For voted levies with fixed mill limits, the 2025 Tax Bills provide an option to convert the levy to a dollar-based mill levy. However, for charter-authorized mill levies with fixed limits, the recalculation provision for fiscal year 2026 is contained in Section 7(3) of House Bill 231. This section applies to the Library mills and reads:

Under Section 7(3), the City must levy the number of mills in fiscal year 2026 that are necessary to raise the same amount of property tax revenue for the Library that was assessed in fiscal year 2025. This recalculated number of mills will become the new maximum mill limit under the Charter going forward. Effectively, the statute authorizes a one-time recalibration of the mill cap to maintain revenue levels without requiring a formal charter amendment or voter approval.

From the certified mill value for fiscal year 2026, the recalibrated mill cap for the Library is 19.55 mills. This will generate tax revenue of \$2,246,354. Resolution 10599 will update the City Charter's stated mill limit for the Library levy to reflect the recalculated value of up to 19.55 mills, consistent with the authority granted in HB 231.

The next item on the agenda, Resolution 10582, will set the annual tax levy for the Library mills for FY26.

Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission adopt Resolution 10599.

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

Commissioner Tryon concurred with City Manager Doyon's comments during Agenda Item 4. He took exception to the State Legislature superseding a vote of the public by legislation on a City Charter matter. City Charters are meant to be amended or changed by a vote of the public, and not by legislators in Helena deciding for Great Falls how it needs to conduct its business and how it needs to conduct its budget.

Commissioner Tryon clarified that this is a one-time recalculation. During the next budget cycle there is no requirement that the City maintain a 19.55 mill for the Library.

Director Kinzler concurred, adding that the City Charter states it is "up to" a set number of mills. Once the mills are set this year at 19.55, that is the maximum number of mills that could be set in the future.

Commissioner Tryon inquired about setting less mills in the future.

Director Kinzler responded that is part of the option because the Charter says, "up to."

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August 19, 2025

Commissioner Tryon referred to the public voted 15 mills, and inquired if the Commission could, at some point, change it back to 15 mills.

Director Kinzler responded that is the option of the Commission since the Commission sets the mills.

Commissioner McKenney inquired if someone could make an argument that this is possibly unconstitutional to have the Legislature force a change in our City Charter without a vote of the people.

City Attorney David Dennis commented that the Legislature has control over things related to taxation. The Legislature didn't take into account that there are some levied taxes that aren't on a floating mill. There are fixed mills - primarily in Billings. The City of Billings was looking at an \$8 - \$10 million dollar shortfall in their budget because of the recalibration of the tax values. Legislators went back in to fix it to help Billings. The entities that would be in a position to challenge what the legislators did on the back end, probably wouldn't do that because that puts them right back in the situation the Legislature had put them in to begin with.

Commissioner McKenney commented that the Library levy divided the community. He sees an opening for folks on that division to maybe take it to court.

City Attorney Dennis responded that the role the Legislature plays in setting tax policy would probably ultimately prevail, and a challenge to it would fail, even in this situation. It was an odd way of conducting business and it puts the City of Great Falls in a situation where the voted mill number in the Charter is different than the 19.55 mill number the City is using as the maximum.

Commissioner McKenney concluded that he agrees with making the Library whole. He expressed frustration that legislators say, "support local government," and then they don't follow that campaign message resulting in this mess because they don't understand local government.

Commissioner Tryon inquired what would happen if the Commission voted "no."

City Attorney Dennis responded that, technically, the Commission would be in violation of state law because the statute requires it.

Commissioner Tryon concluded that this is another instance of the City Commission not having a choice.

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

Motion carried 4-1 (Commissioner Tryon dissenting).

20. RESOLUTION 10582, ANNUAL TAX LEVY.

JOURNAL OF COMMISSION PROCEEDING
August 19, 2025

Finance Director Melissa Kinzler reported that the City Commission is required to fix an annual tax levy by setting mills to generate property tax revenues that will balance the General Fund budget and other levy supported funds. The City received its taxable valuation from the Montana Department of Revenue (MTDOR) on August 4, 2025. With this valuation, the City can now compute and set its annual mill levy.

The total mill levy for Tax Year 2025 (FY 2026) is 248.74 mills totaling \$28,580,698. This includes mills for the general levy, which includes the newly taxable property, the inflationary factor, the Permissive Medical Levy and the Great Falls Public Library Mill Levy. The taxable value per mill decreased from \$132,152 in FY 2025 to \$114,903 in FY 2026 – a decrease of 13.05%. The MTDOR provides no specific project or development that attributes to this decrease.

Legislative changes in 2025 created a tiered tax rate system that is also included in the certified values for tax year 2025. Tax year 2025 (FY 2026) was a revaluation year for residential properties, which are on a two-year cycle.

This year's newly taxable property reported by the MTDOR will generate additional revenue of \$334,233. During the FY 2026 budget adoption process, the Finance Department projected the City's newly taxable property revenue would be \$400,000. The projection was based on a 24-year average of newly taxable property. No particular development project can be identified for this newly taxable property. This reduced revenue of \$65,767 not included in the FY 2026 Adopted Budget will be used to offset by additional revenue collected throughout the year and/or reduce the general fund unreserved fund balance. The fund balance policy is 22% and the Adopted Budget projected ending fund balance is 23.8%.

The City anticipates property assessment appeals/abatement requests, which means the City will not definitively know how much of this new projected tax revenue will be available until those appeals/abatement requests are processed. The City has a large ongoing appeal that could have a material effect on the valuations once settled, according to the MTDOR. A mill levy recertification may be warranted if the appeal is completed timely, or the City will have to compensate for any decreased revenue as a result of the appeal determination.

The inflationary factor increase for the property owner of a \$100,000 market value home would be \$2.97, a \$300,000 market value home would be \$8.91, and a \$600,000 market value home would be \$20.47 per year.

Adoption of Resolution 10582 is the final action for setting the fiscal year 2026 budget.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10582.

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

Hearing none, Mayor Reeves called for the vote.

JOURNAL OF COMMISSON PROCEEDING
August 19, 2025

Motion carried 5-0.

CITY COMMISSION

22. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

23. COMMISSION INITIATIVES.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of August 19, 2025, at 8:36 p.m.**

Motion carried 5-0.

Mayor Cory Reeves

City Clerk Lisa Kunz

Minutes Approved: September 2, 2025



Commission Meeting Date: Sept 2nd, 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	07/31/2025 - 08/13/2025	3,756,470.07
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	07/31/2025 - 08/13/2025	943,713.97
	SUB TOTAL: \$	4,700,184.04
MUNICIPAL COURT CHECKS	07/31/2025 - 08/13/2025	57,644.08
	GRAND TOTAL: \$	4,757,828.12

GENERAL FUND

FIRE

TAYLORD SYSTEMS LLC	TRAINING PROP SERIES 12	31,025.00
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SPECIAL REVENUE FUNDS

COVID RECOVERY

WADSWORTH BUILDERS COMPANY INC	GFPD EVIDENCE EXPANSION PMT 17	288,721.27
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PLANNING & COMMUNITY DEVELOPMENT

GREAT FALLS TRANSIT DISTRICT	FY25 QUARTER 3 GF TRANSIT REIMBURSEMENT	37,542.11
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STREET DISTRICT

GREAT FALLS SAND & GRAVEL INC	12,000 TONS OF TYPE B & C ASPHALT	30,262.69
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DEBT SERVICE FUNDS

CAPITAL PROJECT FUNDS

ENTERPRISE FUNDS

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	318,988.87
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INTERNAL SERVICE FUNDS

INSURANCE & SAFETY

MMIA	ANNUAL LIABILITY PROGRAM INVOICE	1,529,473.00
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MMIA	MMIA PROPERTY PROGRAM	604,651.00
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HEALTH & BENEFITS

RX BENEFITS INC	CAREMARK RX CLAIM 7.16-7.31.25	139,526.47
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TRUST AND AGENCY FUNDS**COURT TRUST MUNICIPAL COURT**

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	46,839.86
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	172,457.72
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FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	58,188.47
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STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	77,178.47
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PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	167,190.84
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US BANK	FEDERAL TAXES, FICA & MEDICARE	226,011.28
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LIUNA NATIONAL PENSION FUND	EMPLOYEE & EMPLOYER CONTRIBUTIONS	37,746.96
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UTILITY BILLS

HIGHPLAINS LANDFILL	LANDFILL CHARGES JULY 2025	152,403.55
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GUZMAN ENERGY	ELECTRIC SUPPLY JULY 2025	227,991.99
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CLAIMS OVER \$25,000 TOTAL:		\$ 4,146,199.55
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**CITY OF GREAT FALLS, MONTANA
COMMUNICATION TO THE CITY COMMISSION**

DATE: September 2, 2025

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

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

MAYOR' S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Public Works – Engineering	Montana Department of Transportation (MDT)	07/01/2025 – 06/30/2026	Per appendix D Reimbursement	Annual Traffic Control Maintenance Agreement for State FY 26. [City approval was delayed while the terms were evaluated and potential changes to future agreements were considered. The City has been using contract billing rates since July 1, 2025.] The agreement's limit and scope remain unchanged. OF 1813.3

B	Public Works – Engineering	Great West Engineering	Fall/Winter 2025	\$77,062	Professional Services Agreement to conduct a study, findings and recommendations in a report that identifies and evaluates rerouting the 3 rd Ave S trunkline to discharge into a new pond location that provides additional storage, reduces peak flows in the main interceptor, eliminates the need for costly downstream pipe upsizing, and creates capacity for development. This project was prioritized based on the recent Stormwater Master Plan completed by Great West. OF 1841.2
C	Public Works – Water Plant	S&S Machine, Inc.	09/03/2025 – 12/31/2025	\$67,798	Public Works Non-Construction Services Agreement to remove, recondition and assemble Pump #4 at the Water Plant
D	Public Works – Engineering	United Materials of Great Falls, Inc.	09/03/2025 – 12/31/2025	\$55,819.50	Public Works Construction Agreement to install the trench drain along the south flow of the valley gutter located at the end of Fern Street, including grates safe for pedestrian crossings and load rated for traffic. OF 1811.1
E	Public Works – Engineering	Montana Materials and Construction	09/03/2025 – 12/31/2025	54,205	Public Works Construction Agreement to complete construction of certain ADA sidewalks along Bel View Park and Grande Vista Park and replacement of all disturbed grass and asphalt in the parks OF 1816.0



Commission Meeting Date: September 2, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract Award: Sanitary Sewer Trenchless Rehabilitation Phase 27; OF 1839.0

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a construction contract in the amount of \$832,995.00 to Vortex Services, LLC. for the Sanitary Sewer Trenchless Rehabilitation Phase 27 and authorize the City Manager to execute the contract documents.”

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

Staff Recommendation: Approve Construction Contract Award.

Summary:

This sanitary sewer-lining project is a continuation of an ongoing maintenance and repair program to rehabilitate deteriorated sanitary sewer mains using trenchless technologies. This phase will restore approximately 11,700 linear feet of varying diameter sewer main. This length is equivalent to approximately 30 city blocks.

Background:

Citizen Participation:

The construction activity will be planned and phased to have little impact on the citizens of Great Falls. The contractor is required to keep all sewer mains functioning during construction by utilizing bypass pumping. Should a sewer service interruption be necessary because of the work, customers affected will be notified in a timely manner and all interruption-related needs of the homeowner will be met until services are re-established. Overall, traffic interruptions should be limited since most sewer mains are located along alleyways and residential city streets, and trenchless lining has a small construction footprint.

Workload Impacts:

The Utilities and Engineering Divisions of the City's Public Works Department completed sewer main inspections that were used to identify and prioritize the mains which needed rehabilitation. City Engineering staff designed the lining project, including plans and specifications, and will also perform construction phase engineering services, construction inspection, and construction administration.

Purpose:

See Attachment 1 (Project Summary Sheet).

Project Work Scope:

Approximately 11,700 linear feet of 8, 9, and 12-inch diameter sewer pipes are to be surveyed, cleaned, lined, receive sewer service reconnection, and videoed post-lining.

Evaluation and Selection Process:

This project was advertised August 3rd, 2025, and August 10th, 2025, in the Great Falls Tribune. It was also advertised on the City of Great Falls website under the Bids & RFPs section. Four bids were received on August 20th, 2025 from Inliner Solutions, LLC, Insituform Technologies, LLC, National Power Rodding Corp., and Vortex Services, LLC. The bids received were \$863,191.00 (Inliner), \$850,788.00 (Insituform), \$860,332.00 (Natl. Power Rodding), and \$832,995.00 (Vortex). Vortex Services, LLC submitted the low bid of \$832,995.00 and executed all the necessary documents. See Attachment 2 for bid specifications.

Conclusion:

The project has been selected and prioritized in accordance with the Public Works Capital Improvement Program and budgeted in the Sewer Utility fund. The project will result in fewer sewer disruptions and maintenance issues and ensure the effective operation of the sewer collection system over the next 80 years.

Fiscal Impact:

Sewer Utility funds have been programmed and budgeted for this project.

Alternatives:

The City Commission could vote to deny award of the construction contract and re-bid or cancel the project. This action would result in delaying the project leading to greater deterioration of the sewer collection system or failure of portions of the system. Failures in the system would necessitate costly emergency repairs.

Attachments:

1. Project Summary Sheet
2. Short Form Bid Tabulation

PROJECT SUMMARY SHEET:
SANITARY SEWER TRENCHLESS REHABILITATION PHASE 27, O.F. 1839.0
FY 2026 Capital Improvement Plan
Current as of: August 20, 2025

Description: Sewer rehabilitation project to install lining and perform spot repairs as needed on existing sewer mains throughout Great Falls. This is an additional phase to an ongoing project (26 previous phases).

Justification: Defects in sanitary sewer mains can lead to raw sewage leaking into ground water or infiltration of ground water into the sewer system. Large cracks can be mitigated with spot repairs, and lining extends the life of mains with small cracks, pits, or holes.

Scope: Install cured-in-place-pipe to approximately 11,700 linear feet of sanitary sewer main. Perform spot repairs if needed (spot repairs would be completed by the Utilities Division).

Added to CIP: 1st half FY2026

CIP Timeline: On track

Cost:

- CIP programmed cost/FY: \$1.2M/FY26
- Awarded Cost: TBD
- Final Cost: TBD

Funding Source(s): Utilities (Sewer)

Planned Execution Method: Design-Bid-Build

Planned Construction CY: Winter 2025

Current Project Stage (Estimated Completion Date): Bidding (Summer 2025)

- Design Method: In-House
- Construction Method: Contractor

Map & Site Pictures:

Example of cured-in-place pipe (CIPP):



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

BID TABULATION SUMMARY

OF 1839.0 SANITARY SEWER TRENCHLESS REHABILITATION PHASE 27

BIDS TAKEN AT CIVIC CENTER

DATE: 20-AUG-25

TABULATED BY: JANNAELLE HOILAND

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	AFFIDAVIT OF NON COLLUSION	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	INLINERSOLUTIONS 1915 CHERRYWOOD LOOP KIOWA, CO 80117	X	N/A	N/A	X	X	X	\$863,191.00
2	VORTEX SERVICES, LLC 3400 VRNTRNNISL DR HELENA, MT 59403	X	N/A	N/A	X	X	X	\$832,995.00
3	NATIONAL POWER RODDING 2500 W ARTHINGTON ST CHICAGO, IL 60612	X	N/A	N/A	X	X	X	\$860,332.00
4	INSITUFORM TECHNOLOGIES, LLC 580 DODDARD AVE CHESTERFIELD, MO 63005	X	N/A	N/A	X	X	X	\$850,788.00
5								
6								
7								
8								
9								
10								



Commission Meeting Date: September 2, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract Award: 1st Ave S/7th St S Sidewalk Repair and Streetscape, OF 1786.2

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a construction contract in the amount of \$423,888.00 to Smith River Construction for the 1st Ave S/7th St S Sidewalk Repair and Streetscape and authorize the City Manager to execute the contract documents.”

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

Staff Recommendation:

Approve Construction Contract Award.

Summary:

This project will repair sidewalk, curb and gutter broken due to a water main break; add ADA compliant curb ramps and add streetscape to the east side of 7th St S to match the west side downtown streetscape.

Background: In September 2022, the water main in 1st Ave S near 7th St S broke, damaging the sidewalk and driveway adjacent to the O’Haire Motor Inn. On September 5, 2023, the City Commission approved the original funding of this project. The June 3, 2025, City Commission approved the additional funding for this project due to increased construction costs.

Significant Impacts:

Access to the O’Haire Motor Inn will be maintained. Periodic lane reductions along Central Ave and 1st Ave S may be required.

Citizen Participation:

Public Works and Planning and Community Development have worked with the nearby businesses to keep them updated on the work, as well as working with the O’Haire Motor Inn to minimize the disruption to their business as much as possible.

Workload Impacts:

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

Project Work Scope:

See Attachment 1.

Evaluation and Selection Process:

This project was advertised July 27, 2025, and August 10, 2025, in the Great Falls Tribune. It was also advertised on the City of Great Falls website under the Bids & RFPs section. Two bids were received on August 20th from United Materials of Great Falls and Smith River Construction. The bids received were for \$538,450.00 and \$423,888.00. Smith River Construction submitted the low bid of \$423,888.00 and executed all of the necessary documents.

Conclusion:

This project was selected due to the need to repair the sidewalk broken by a water main break and the request to extend the streetscape to the east side of 7th St S.

Fiscal Impact:

Tax Increment Financing funds have been programmed and budgeted for this project. See Attachment 2 for Bid Tabulation.

Alternatives:

The City Commission could vote to deny award of the construction contract and re-bid or cancel the project. This action would result in delaying the project leading to potential litigation for not repairing the sidewalk adjacent to the O'Haire Motor Inn when the water main broke, as well as not retrofitting sidewalk ramps that have been identified as not meeting ADA requirements.

Concurrences:

Planning and Community Development and The Downtown Urban Renewal District have worked with Public Works on this project and support awarding this contract.

Attachments:

1. Project Summary Sheet
2. Bid Tabulation

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

BID TABULATION SUMMARY

OF 1786.2 IST AVE S/ 7TH ST S SIDEWALK REPAIR AND STREETSCAPE

BIDS TAKEN AT CIVIC CENTER

DATE: 20-AUG-25

TABULATED BY: JANNAELLE HOILAND

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	ACKNOWLEDGE ADD. #3	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	UNITED MATERIALS, INC. P.O. BOX 1690 GREAT FALLS, MT 59403	X	X	X	X	X	X	\$538,450.00
2	SMITH RIVER LLC 2109 VAUGHN RD GREAT FALLS, MT 59404	X	X	X	X	X	X	\$423,888.00
3								
4								
5								
6								
7								
8								
9								
10								

PROJECT SUMMARY SHEET:**1st Ave S/7th St S Sidewalk Repair and Streetscape, O.F. 1786.2****Current as of: August 14, 2025**

Description: Sidewalk, curb and gutter was damaged by a water main break. The east side of the block from Central Ave to 1st Ave did not meet City standards, and does not have streetscape to match the west side. The area is being brought up to standards and to meet the downtown streetscape.

Justification: City water main work broke some sidewalk, curb and gutter; the curb ramps and sidewalk do not meet City and ADA standards and the entire east side of the block does not match the streetscape on the west side of the block.

Scope: Installing: approximately 600 Lineal Feet of integral concrete curb and gutter; 3,800 Square Feet of four (4)-inch concrete sidewalk; 2,100 Square Feet of six (6)-inch reinforced concrete; 700 Square Feet of stamped decorative concrete; and 5 truncated domes, period street lights, and trees.

Added to CIP: Not part of CIP

CIP Timeline: Not part of CIP

Cost:

- To be Awarded Cost: \$423,888.00
- Final Cost: TBD

Funding Source(s): Tax Increment Financing

Planned Execution Method: Design-Bid-Build

Planned Construction CY: Summer 2024 adjusted 1 year, design phase took longer due to requiring more funding due to construction prices increasing.

Current Project Stage (Estimated Completion Date): Planning (2024/2025), Design (2024), Bid (August 20, 2025) Construction (September 2025), Completed (Fall 2025), Warranty (Fall 2027)

- Design Method: In House
- Contractor: TBA

Map & Site Pictures:

1 1st Ave S east of 7th St S



2 1st Alley S, East side

PROJECT SUMMARY SHEET:
1st Ave S/7th St S Sidewalk Repair and Streetscape, O.F. 1786.2
Current as of: August 14, 2025



3 1st Alley S, East Side. Location of inlet to be replaced



4 NE Corner of 1st Ave S/7th St S

PROJECT SUMMARY SHEET:
1st Ave S/7th St S Sidewalk Repair and Streetscape, O.F. 1786.2
Current as of: August 14, 2025



Location of project



Commission Meeting Date: September 2, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract Award: Northwest Side Water Main Replacement - Phase 1, O. F. 1736.0

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider Bids and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (award/not award) a contract in the amount of \$1,626,625 to Central Plumbing, Heating, Excavating for the Northwest Side Water Main Replacement – Phase 1 and authorize the City Manager to execute the contract documents."

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

Staff Recommendation: Approve Construction Contract Award.

Summary:

This project will replace ten blocks of aging water main near West Elementary. The project is scheduled to start in Fall 2025 and be completed by Spring 2026.

Background:

This project will replace water mains that are failing with increasing frequency. Water main breaks are causing damage to property and roadways while disrupting water service to local residents. The main breaks are primarily due to corrosive soils, age, and type of pipe material used. The mains being replaced include cast iron and asbestos cement mains installed between 1948 and 1961.

Significant Impacts:

During construction residents and businesses will need to be placed on temporary water, and traffic will need to be detoured around the affected project locations. The contractor will maintain property access for property owners for the duration of the project.

Workload Impacts:

City Engineering staff designed the project and will perform construction inspection and contract

administration duties.

Project Work Scope:

See attachment 1.

Evaluation and Selection Process: This project was advertised on August 3, 2025 and August 10, 2025 in the Great Falls Tribune. It was also advertised on the City of Great Falls website under the Bids & RFPs section. Two bids were received on August 20, 2025 from two contractors ranging from \$2,043,109.00 to \$1,626,625. Central Plumbing, Heating, Excavating submitted the lowest bid of \$1,626,625 and executed all the necessary documents. Central Plumbing, Heating, Excavating is an established responsible local contractor and has previously completed projects within the City.

Conclusion:

Staff recommends awarding the construction contract to Central Plumbing, Heating, Excavating in the amount of \$1,626,625.

Fiscal Impact:

The attached bid tabulation summarizes bids that were received. This project was selected and prioritized in accordance with the Public Works Capital Improvement Program and is being funded through the Water Fund.

Alternatives:

The City Commission could vote to deny award of the construction contract and re-bid or cancel the project. This action would result in delaying the project leaving Public Works to repair future water main breaks and road surfacing as they occur.

Attachments/Exhibits:

1. Project Summary Sheet
2. Short Form Bid Tabulation

PROJECT SUMMARY SHEET:
NORTHWEST SIDE WATER MAIN REPLACEMENT PHASE 1, O.F. 1736.0
FY 2026 Capital Improvement Plan
Current as of: August 13, 2025

Description: This project will replace ten blocks of aging water mains on the northwest side of town totaling approximately 3,500 lineal feet.

Justification: This project will replace an under-sized water main and water mains that are failing with increasing frequency. Water main breaks are causing damage to property and roadways while disrupting water service to local residents. The water main breaks are primarily due to corrosive soils, age, and the type of pipe material used. (See below for photos of recent water main breaks within project area.) The water main to be replaced along 3rd Ave NW includes an undersized 6-inch cast iron main installed in 1948. Other water mains to be replaced include mains along 13th St NW and 5th Ave NW that were installed between 1953 and 1961. Water main breaks within the project area have occurred 18 times in the last 25 years.

Scope: This project will replace approximately 3,500 lineal feet of cast iron and asbestos water mains with new PVC water mains including four fire hydrants; 32 water service connections; 2,400 square yards of gravel; and 3,100 square yards of asphalt pavement.

Project locations included:

- 13th St NW from Central Ave W to 5th Avenue NW
- 3rd Ave NW from 13th St NW to 11th St NW
- 5th Ave NW from 9th St NW to 6th St NW

Added to CIP: 1st half FY2024

CIP Timeline: On track

Cost:

- CIP programmed \$2,200,000/FY26
- Awarded Cost: TBD
- Final Cost: TBD

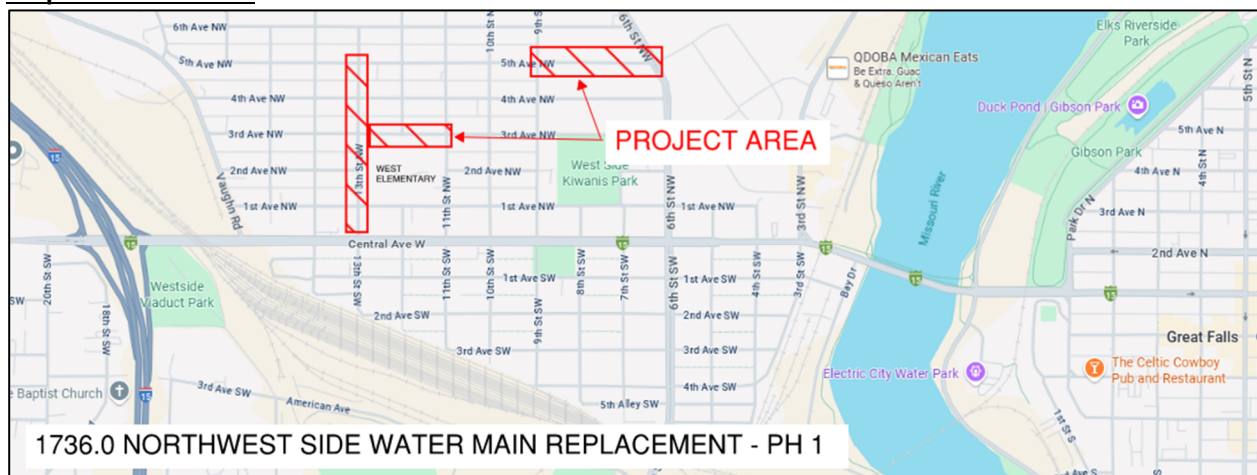
Funding Source(s): Water Utility Enterprise Fund

Planned Execution Method: Design-Bid-Build, (Designed In-house by City Engineer Staff)

Planned Construction CY: Fall 2025 to Spring 2026

Current Project Stage (Estimated Completion Date): Planning (2024), Design (Summer 2025), Bidding (Summer/Fall 2025), Construction (Fall 2025/Spring 2026), Warranty (TBD)

Map & Site Pictures:



PROJECT SUMMARY SHEET:
NORTHWEST SIDE WATER MAIN REPLACEMENT PHASE 1, O.F. 1736.0
FY 2026 Capital Improvement Plan
Current as of: August 13, 2025



Photos (above): Water main break along 5th Ave NW between 9th St NW and 6th St NW. Summer 2024
 Photos (below): Water main break along 5th Ave NW between 9th St NW and 6th St NW. Winter 2024/2025



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

BID TABULATION SUMMARY

OF 1736.0 NORTHWEST SIDE WATER MAIN REPLACEMENT PHASE I

BIDS TAKEN AT CIVIC CENTER

DATE: 20-AUG-25

TABULATED BY: JANNAELLE HOILAND

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	AFFIDAVIT OF NON COLLUSION	10% BID SECURITY	CERTIFICATE OF NON- SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	CENTRAL PLUMBING, HEATING,& EXCAVATION 3701 RIVER DRIVE NORTH GREAT FALLS, MT 59405	X	N/A	N/A	X	X	X	\$1,626,625.00
2	CAPCON CONSTRUCTION PO BOX 7418 GREAT FALLS, MT 59406	X	N/A	N/A	X	X	X	\$2,043,109.00
3								
4								
5								
6								
7								
8								
9								
10								



Commission Meeting Date: September 2, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract Award: Lift Station 15 VFDs and Power, O.F. 1817.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a construction contract in the amount of \$480,280.00 to Copper Creek LLC for the Lift Station 15 VFDs and Power project for the Base Bid items and authorize the City Manager to execute the contract documents.”

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

Staff Recommendation: Award the Construction Contract.

Summary:

This project makes improvements to outdated components of Lift Station 15 (LS15), replacing the single variable frequency drive (VFD) with three VFDs, electrical components, and one exterior door.

Background:

LS15 was constructed in 1976. It is located south of 10th Ave Southwest and is the Sun River crossing station. LS15 is a large conventional station with three pumps and a bar screen on the influent channel. Some components of this project were analyzed and specified as needed improvements in the City of Great Falls 2018 Wastewater Treatment and Collection System Facility Plan Update. The plan noted that there is currently one VFD that rotates between the three pumps. During the February 6, 2024, Commission meeting, City Commission approved a *Professional Service Agreement* with KLJ Engineering to design, facilitate bidding, and provide construction phase services of the LS15 project. KLJ Engineering also designed and designated other needed improvements, such as replacing interior lighting, interior and exterior electrical components, and mechanical components such as the sluice gates.

Significant Impacts:

The City owned property at the lift station is enclosed and fenced. The lift station will remain operational throughout the project, and no disruptions to service are planned.

Workload Impacts:

KLJ Engineering designed the project and will perform contract administration and project inspection.

Purpose:

Replace dated and inefficient apparatuses of LS15 in an effort to improve the sanitary sewer collection of the southwest portion of Great Falls and reinforce the efficiency and longevity of the Sun River Force main crossing.

Project Work Scope:

See Attachment 1

Evaluation and Selection Process:

The project bid included the Base Bid: Electrical Switches and VFDs, Additive Alternate A: Replace Sluice Gate, and Additive Alternate B: Replace Lighting, was advertised in the Great Falls Tribune on July 13th, 20th, 27th, and August 3rd and 10th, 2025. It was also advertised on the City of Great Falls website under the Bids & RFPs section. Two bids were received on August 20th, 2025, for all base bid and bid alternate items. Copper Creek LLC submitted the low bid for all items which includes \$480,280.00 for the Base Bid items. Due to available funding, City staff are recommending to award the Base Bid items only. Copper Creek LLC is a new contractor with the City of Great Falls, they correctly executed all of the necessary documents. KLJ Engineering recommends proceeding with the award.

Conclusion:

This project has been prioritized to assist with replacements and improvements of outdated and inefficient components. The new VFDs will increase energy efficiency and pump operation of the force main.

Fiscal Impact:

This project is selected and prioritized in accordance with the Public Works Capital Improvements Program and is budgeted using available funds from the Sanitary Sewer Enterprise Fund.

Alternatives:

The City Commission could vote to cancel or deny the award of the construction contract or re-bid the project at a later date. These motions could risk continuing inefficiency and incurrence of additional costs in the future.

Attachments:

1. Project Summary Sheet
2. Bid Tabulation

PROJECT SUMMARY SHEET:
LIFT STATION 15 VFDs AND POWER, O.F. 1817.1
FY 2024 Capital Improvement Plan
Current as of: August 21, 2025

Description: Replacement of electrical and other components on the Sun River lift station.

Justification: Replacing variable frequency drive (VFD) will result in energy savings due to pumps operating more efficiently. Other components, such as the automatic transfer switch, ~~sluice gates in bar screen room~~, exterior door and drainpipe to the wet well, are due for replacement.

Scope: Base Bid: Replace existing VFD with 3 VFDs (one per pump), replace automatic transfer switch, repair or replace drainpipe to wet well, and replace door and frame to wet well. Alternate Bid A: Replacement of sluice gates in bar screen room, and Alternate B: lighting replacement throughout.

Added to CIP: 1st half FY2024

CIP Timeline: On track

Cost:

- CIP programmed cost/FY: \$1.15M/FY24, \$1M/FY26
- Awarded Cost: \$480k
- Final Cost: TBD

Funding Source(s): Utilities (Sewer)

Planned Execution Method: Design-Bid-Build

Planned Construction CY: December 2025

Current Project Stage (Estimated Completion Date): Scoping (February 2024), Design (June 2024), Construction (fall/winter 2026)

- Design Method: Consultant

Map & Site Pictures:



Figure 1: Corroded Door to Wet Well

PROJECT SUMMARY SHEET:
LIFT STATION 15 VFDs AND POWER, O.F. 1817.1
FY 2024 Capital Improvement Plan
Current as of: August 21, 2025



Figure 2: Single Non-operational VFD

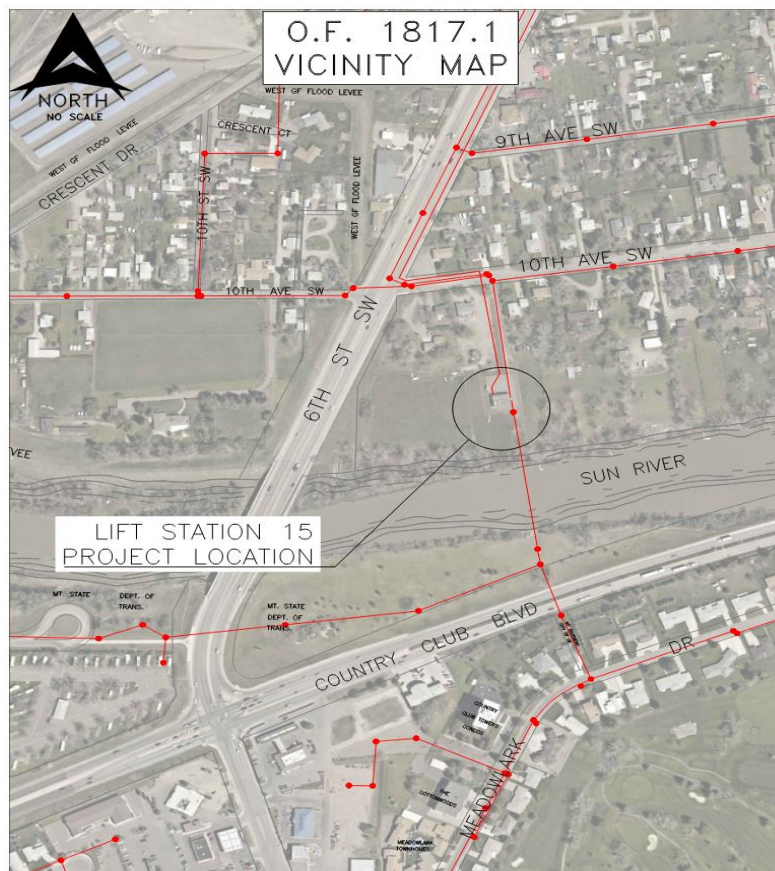


Figure 3: Corroded Drainpipe to Wet Well

PROJECT SUMMARY SHEET:
LIFT STATION 15 VFDs AND POWER, O.F. 1817.1
FY 2024 Capital Improvement Plan
Current as of: August 21, 2025



Figure 4: Bar Screen Sluice Gate



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

BID TABULATION SUMMARY
OF 1817.1 LIFT STATION 15 VFD & POWER IMPROVEMENTS

DATE:

TABULATED BY:

BIDS TAKEN AT CIVIC CENTER
20-AUG-25
JANNAELLE HOILAND

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	AFFIDAVIT OF NON COLLUSION	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	BASE BID	ADD. ALT A	ADD. ALT B	TOTAL BID
1	GERANIOS ENTERPRISES INC 320 CENTRAL AVE, SUITE 2 GREAT FALLS, MT 59401	X	X	X	X	X	X	\$ 909,698.30	\$ 492,446.10	\$ 182,734.30	\$1,584,878.70
2	COPPER CREEK CONSTRUCTION 2220 RIVER DR N GREAT FALLS, MT 59401	X	X	X	X	X	X	\$ 480,280.00	\$ 297,000.00	\$ 230,900.00	\$1,008,180.00
3											
4											
5											
6											
7											
8											
9											
10											



Commission Meeting Date: September 2, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Agreement for the Great Falls Facilities Utilization & Feasibility Study

From: City Manager's Office

Initiated By: City Manager's Office

Presented By: Bryan Lockerby, Interim Deputy City Manager

Action Requested: Commission approval to award a professional services agreement to TheatreDNA in the amount of \$96,447 for completion of the Great Falls Facilities Utilization & Feasibility Study.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement with TheatreDNA in the amount of \$96,447 to complete the Facilities Utilization & Feasibility Study and authorize the City Manager to execute the necessary documents."

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

Staff Recommendation: Staff recommends awarding the Professional Services Agreement to TheatreDNA.

Summary: The City of Great Falls issued a request for proposal (RFP) for a Facilities Utilization & Feasibility Study involving a portfolio of city-owned venues used for community events, meetings, and cultural programming. The City received six responses to the RFP including TheatreDNA.

Background: The City of Great Falls issued the RFP seeking qualified firms to conduct a Facilities Utilization and Feasibility Study of several city-owned venues, including the Mansfield Convention Center, Mansfield Theater, Commission Chambers, Zellerbach Building, and other public facilities. These venues—particularly the Convention Center—have historically required significant public subsidies to maintain operations. Recognizing the financial strain and underutilization of certain assets, the City is exploring whether alternate management structures, operational models, or strategic partnerships might offer greater efficiency, cost recovery, and community value.

The RFP was designed to evaluate existing conditions, assess market potential, and recommend actionable strategies that may include public-private partnerships, outsourcing, or alternative use scenarios. The goal is to ensure long-term sustainability and maximize the utility of these important civic facilities.

Six responses were received. A multi-disciplinary review team evaluated all proposals based on methodology, qualifications, community engagement strategy, feasibility modeling, operational analysis, and cost.

TheatreDNA submitted the lowest-cost proposal at \$96,447. Their plan demonstrated a strong understanding of facility assessment needs, operational considerations, and stakeholder engagement. After initial evaluation, three firms were invited to participate in follow-up interviews to allow the team to better understand methodologies and ensure alignment with project expectations.

Reference checks for TheatreDNA were very positive, noting their responsiveness, communication skills, and ability to work with municipalities. The review team unanimously recommends award of the Professional Services Agreement to TheatreDNA.

Fiscal Impact: The total cost of the contract is \$96,447. Funds are budgeted in the current fiscal year for consulting services.

Alternatives: The City Commission may choose not to approve the contract and direct staff to reissue the RFP or select another firm.

Concurrences:

City Manager's Office

Finance Department

City Attorney's Office

Attachments/Exhibits:

Request for Proposals

Professional Services Agreement

REQUEST FOR PROPOSALS

FACILITIES UTILIZATION & FEASIBILITY STUDY

CITY OF GREAT FALLS, MT

SUBMISSION DATE: July 29th, 2025

SUBMISSION TIME: 4:00PM MST

SUBMISSION PLACE: City of Great Falls

**Attn: Lisa Kunz, City Clerk
Civic Center Room 204
2 Park Drive South
P.O. Box 5021
Great Falls, MT 59403
Or via email (preferred) to lkunz@greatfallsmt.net**

Requests for information regarding this Request for Proposal (RFP) should be directed to:

**Bryan Lockerby, Interim Deputy City Manager
2 Park Drive South
Great Falls, MT 59401
blockerby@greatfallsmt.net**

PROPOSALS SHALL BE RECEIVED ON OR BEFORE THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE CONSIDERED

1. PROJECT OVERVIEW AND DESCRIPTION:

The City of Great Falls is issuing a Request for Proposals (RFP) from qualified consultants or firms to conduct a comprehensive **Feasibility and Strategic Use Study** of several City-owned public venues. These include the **Mansfield Convention Center, Mansfield Theater, City Commission Chambers, Zellerbach Building**, and other public meeting and event spaces. The purpose of this study is to assess current usage, physical condition, financial performance, and long-term viability of these facilities, and to develop strategic recommendations that enhance their value to the community.

As part of the City's broader commitment to fiscal sustainability and community enrichment, this project seeks to determine how these spaces can be better utilized, programmed, or reimagined to meet evolving community needs and market demands. The study will evaluate operational models—including City-operated, public-private partnerships (PPPs), and full or partial privatization options—to identify the most effective and financially sustainable path forward.

Consultants will be asked to review existing data, assess the condition and capabilities of each venue, gather stakeholder input, and provide data-driven analysis on facility use, management structures, revenue potential, and cost recovery strategies. The final deliverables will help guide future investments, improve financial outcomes, and ensure continued public benefit from these key civic assets.

2. DEFINITIONS AS USED HEREIN:

The term "request for proposal", also referred to as "RFP" means a solicitation of a formal proposal.

The term "respondent" means the Consultant person, firm, corporation, or entity that submits a formal proposal.

The term "City" means the City of Great Falls, Montana.

The term "Proposal" means the full terms and conditions that include the respondent's submission regarding its plan to provide comprehensive operational review, a system-wide assessment of public facilities, and a fee study with full cost allocation.

3. COMPLETING PROPOSAL:

All information must be legible. Each proposal must be signed in ink by an authorized representative of the respondent and all required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP shall become a part of any contract award as a result of this solicitation.

4. SUBMISSION OF PROPOSAL:

Proposals will be accepted via email and mail. If submitting via mail, a flash drive containing the full electronic proposal must be submitted with the paper copy. Proposals submitted via facsimile will not be accepted. Proposals must be submitted to the following:

**City of Great Falls
Attn: Lisa Kunz, City Clerk
Civic Center Room 204**

**2 Park Drive South
P.O. Box 5021
Great Falls, MT 59403**

Or via email (preferred) to lkunz@greatfallsmt.net

Proposals must be received by the City no later than 4:00pm MST on July 29, 2025.

Proposals must contain a cover page with the following information: firm's name, mailing address, physical address, and RFP title. Late or incomplete proposals will not be considered.

5. TENTATIVE PROJECT SCHEDULE:

June 23, 2025	Request for Proposal (RFP) issued
July 15, 2025	Inquires due to blockerby@greatfallsmt.net
July 22, 2025	City answers to inquiries
July 29, 2025	Proposals due by 4:00 pm MST
Week of August 11, 2025	Interviews, if conducted
Week of August 18, 2025	Selected firm(s) notified
Late August 2025 (date TBD)	Award of consulting services agreement at City Commission meeting
Late August 2025 (date TBD)	Notice to Proceed
August/Sept. 2025	Contract executed/ work begins

The City reserves the right to modify the schedule.

6. INQUIRIES AND ADDENDA:

Questions related to the RFP or requests for clarification may be directed to Bryan Lockerby, only in writing or by email at blockerby@greatfallsmt.net. The City will also receive written requests for clarification concerning the meaning or interpretation of this RFP, until July 15, 2025. The City may record its responses to inquiries and provide any supplemental instructions in the form of a written addenda. The City may issue written addenda before the date fixed for receiving the proposals. Respondents wishing to be notified of any addenda should provide its name, address, telephone number, email, to Bryan Lockerby.

Any and all addenda to this RFP will be issued in writing and posted on the City's website at: <https://greatfallsmt.net/rfps>. It is the responsibility of proposers to check the website for any posted addenda prior to submitting a proposal in response to this RFP.

7. PROPOSALS BINDING:

All proposals submitted shall remain valid and be binding upon the respondent if accepted by the City within sixty (60) calendar days of the proposal submission date.

8. LATE PROPOSALS AND MODIFICATIONS OR WITHDRAWALS:

Proposals received after the date and time indicated on the cover sheet shall not be considered and, if the respondent is identified on the proposal envelope, shall be returned unopened. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Negligence upon the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposals.

9. PROPOSAL COSTS:

Neither the City nor its representatives shall be liable for expenses incurred in connection with preparation of a response to this RFP.

10. TAX EXEMPT:

The State of Montana is exempt from sales taxes. The City of Great Falls is a tax exempt municipal corporation.

11. RIGHTS RESERVED:

The City reserves the right, in its discretion, to accept or reject any or all proposals, and to waive any technicalities or irregularities in any proposal, and to negotiate any and all terms of the proposal. All respondents agree that rejection shall create no liability on the part of the City because of such rejection, and the filing of any proposal in response to this request constitutes agreement of respondent to these conditions. Further, the selection of a consultant for this project and any agreements for services resulting from this RFP is dependent upon the approval of the City Commission of Great Falls.

12. DISCLAIMER OF LIABILITY:

The City or any of its agencies will not hold harmless or indemnify any respondent for any liability whatsoever.

13. INDEMNIFICATION/HOLD HARMLESS:

Respondent shall, to the fullest extent permitted by law, fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Respondent's duties under any agreement resulting from award of this proposal. The indemnification obligations hereunder shall not be limited.

14. LAW GOVERNING:

All contractual agreements shall be subject to, governed by, and construed according to, the laws of the State of Montana.

15. ANTI-DISCRIMINATION CLAUSE:

No respondent to this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, religious creed, or other protected class. Successful respondent shall comply fully with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, and all non-discrimination statutes and regulations.

16. INVOICING AND PAYMENTS:

The Proposal shall include the terms of any specific payment schedule. Invoices shall be prepared and submitted to the address shown on any purchase orders generated as a result of the award of this proposal. Invoices shall itemize the materials and services for which payment is requested. City agrees to pay invoices within fourteen (14) days of Governing Body approval which should occur within thirty (30) days of receipt of same.

17. CONTRACT PERIOD:

It is the intention of the City to enter into a contract for a term as set forth in the Proposal, not to exceed one (1) year. The start date will be negotiated. The contract to be executed by the parties shall be in substantially the same form as the City's standard Professional Services Agreement. A copy of said Agreement is posted on the City website with the RFP posting. The Agreement shall incorporate by reference the Request for Proposal and respondent's successful proposal.

18. OWNERSHIP OF DOCUMENTS:

Successful respondent shall work with the City and other consultants to provide information requested in a timely manner and specified form. Any and all documents, records, disks, original drawings or other information shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City.

19. SEVERABILITY:

The invalidity, illegality or unenforceability of any provision of this Request for Proposal or subsequent Agreement, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

20. BACKGROUND INFORMATION:**A. Introduction**

The City of Great Falls is the county seat of Cascade County and is the third largest city in Montana. Situated on the Missouri River in central Montana, the City lies approximately 50 miles east of the Continental Divide, 120 miles south of the Canadian border and 180 miles northwest of Billings, the largest city in Montana. The City encompasses an area of over 21 square miles with a population of 60,446 according to the 2020 census report of the United States Census Bureau. More information about the community is available through the Great Falls Chamber of [Commerce](#) and the Great Falls [Tourism](#) Office.

The City is a municipal corporation, operating under a self-governing charter with the Commission-Manager form of government. The City's executive, legislative, and policy-making body is the City Commission composed of a mayor and four commissioners who serve overlapping four-year terms. The mayor is elected at-large for a term of two years.

The City Manager serves at the pleasure of the City Commission and is hired based on professional qualifications. The City Manager is responsible to carry

out the policies established by the City Commission, enforce ordinances and oversee all departments and operations of the City.

The City Manager is seeking proposals from qualified experts or consulting firms to conduct a comprehensive feasibility and strategic use study of multiple city-owned venues, including the Mansfield Convention Center, Mansfield Theater, Commission Chambers, Zellerbach building, and additional public meeting and event spaces. The objective is to evaluate the current state of these facilities, assess their long-term market potential, and provide actionable recommendations for improving their usage, financial sustainability, and operational efficiency.

This study will also explore alternative operational models—ranging from public-private partnerships to full privatization—to determine whether another entity with new approaches, resources, or expertise could more effectively improve the financial outlook of these facilities. The results will guide the City in maximizing community value, revenue generation, and strategic facility use moving forward.

B. Civic Center

The Great Falls Civic Center building was built in the 1930s, under the Works Progress Administration. The Civic Center serves as the hub of municipal operations and contains several meeting spaces as well as the Mansfield Convention Center and the Mansfield Theater.

C. Mansfield Convention Center

The Mansfield Convention Center is an ideal venue for conventions, trade shows, meetings, concerts, fundraisers, banquets and wedding receptions – perfect for events that bring people together. The venue is an anchor of downtown Great Falls across the street from banks, restaurants, hotels, shopping and business amenities as well as minutes away from an international airport.

The 15,300 square feet offers three foyer areas; a prep-kitchen; concession room; restrooms and a mezzanine area. The load-in doors on the building's west side allow vehicles to unload right into the facility and on to the concrete floor.

The convention center is operated by the City of Great Falls and rented through the Mansfield Events Office. The Events Office provides services – from setup and teardown to equipment and a staff person on-site during the event. Services also include a professional box-office, high-speed internet access and a bonded staff to sell merchandise.

1. General Description

The Mansfield Center for the Performing Arts, commonly known as The Mansfield, is a prominent cultural venue located in downtown Great Falls, Montana. Situated at the beginning of Central Avenue, it serves as a hub for various events, including concerts, theatrical performances, conventions, and

community gatherings. The fees for use of the facility are set by the City Commission and administered equitably to all users.

This historic center offers a versatile space that can accommodate a wide range of activities. It features three meeting rooms, plus a Theater capable of seating up to 1,500 attendees and a Convention Center capable of accommodating a standing room only concert for 2200 attendees.

Beyond its role as an event space, The Mansfield contributes significantly to the local cultural and economic vitality, providing a venue that is both architecturally pleasing and centrally located in the heart of downtown.

2. Technical Specifications

Technical specifications can be found on the City of Great Falls website or [here](#).

D. Mansfield Theater

1. General Description

The plush Mansfield Theater, located at the front of the Civic Center, showcases its historic elegance through intricate architecture and acoustics that are unrivaled in the state. The intimate 1500-seat venue can be used for concerts, ballet, grand opera, road shows, country and rock music spectacles, musicals, stage productions, and lectures.

The theater is operated by the City of Great Falls and rented through the Mansfield Events Office. The Events Office provides production support – from backstage technical staff and equipment to front of house management. Services also include a box-office, high-speed internet access, ushers, concessions and bonded staff to sell merchandise.

Mansfield Theater usage hosts approximately 42 to 45 shows annually which includes regular users such as the Great Falls Symphony, the Great Falls Community Concert Association, and Broadway in Great Falls. The theater also hosts youth orchestra programs and national dance competitions.

Note: The Mansfield Theater will be closed for the summer of 2025 for several quality upgrades. This includes meeting ADA compliance, replacement of all theater style seats, including wider and more comfortable main floor seats. The project will also remove one row of seating on the main floor and re-adjust the layout to create more knee room between the rows. The floor will be freshly painted and a new carpet at the entrance and aisles will also be installed. With a new roof recently installed, damaged historic ceiling tiles will be replaced and stabilized. Fundraising efforts are currently underway to remove the existing wood from the stage and replace it with beech wood. If funding is secured, it will run parallel to the seating and ceiling projects.

2. Technical Specifications

Technical specifications can be found on the City of Great Falls website or [here](#).

E. Gibson Room

The Gibson room has a wonderful view overlooking Central Avenue. It is 1856 square feet and can accommodate 80 seated theater style or the same at round banquet tables. The room has a built-in projector, screen, and overhead speakers. This room is excellent for corporate meetings, receptions, mixers, or public events.

F. Commission Chambers

The Commission Chambers is 2040 square feet and can seat up to 80 theater style or 40 at round banquet tables. The room has a built-in screen and projector. The Commission Chambers has built in seating and desks to accommodate City Commission meetings and has been featured in films where a courtroom setting was needed.

G. Basement Room (pending)

The “basement room” is 900 square feet and located in the basement of the Civic Center with elevator access. This room is generally used for internal city meetings but can be rented as a break-out room for large conferences. The location can accommodate 60 - 64 people depending on the set-up. The room features a large flat screen TV for visual needs such as video or power point exhibits.

H. Zellerbach Building

The Zellerbach Building is located a few steps northwest of the Civic Center at 22 Railroad Square. The building was used for several years as the site for the non-profit Children’s Museum and is due for upcoming renovation and remodel. The ground floor is anticipated for municipal offices and the entire second floor will be designed for event meeting space. The second floor main event area is 4,350 square feet with a separate 1,426 square feet conference room on the north end of the building. Other amenities include a 189 square foot kitchen and an additional room of approximately 225 square feet.

Additional information can be found on the City of Great Falls website or [here](#).

A copy of the current fiscal year budget for the Events Center is provided at the end of this document for reference.

20. SCOPE OF WORK:

A. The selected consultant will be required to complete the following tasks:

1. Existing Conditions Assessment

- a. Evaluate the physical condition, infrastructure, and amenities of the”
 1. Civic Center Convention Center;
 2. Meeting Rooms;

- 3. Zellerbach Building; and
- 4. Other city-owned community facilities as deemed appropriate.
- b. Identify immediate and long-term maintenance or upgrade needs.
- c. Review existing facility usage and performance data, including:
 - 1. Occupancy and booking rates;
 - 2. Event/program types and attendance; and
 - 3. Peak/off-peak usage trends.
- d. Assess the functional capabilities and adaptive potential of each facility, including:
 - 1. Current space utilization and layout flexibility;
 - 2. Potential for alternative or enhanced uses (e.g., co-working, conferences, performances, training, rentals);
 - 3. Compatibility with emerging community, cultural, or market trends; and
 - 4. Technology readiness and capacity for modernization (e.g., AV, hybrid events, live streaming)

2. Management and Operations Review

- a. Assess current management structure, staffing, and operational practices across venues.
- b. Identify strengths, weaknesses, opportunities, and threats (SWOT analysis) related to current operations.
- c. Provide recommendations for improvements through:
 - 1. Enhanced City-led management;
 - 2. Third-party contracted management; and/or
 - 3. Full privatization of one of more venues, including lease or sale models.
- d. Evaluate benefits, risk, and requirements for each model, including legal, financial, and community implications.

3. Market Feasibility and Demand Analysis

- a. Determine if a sustainable market exists for each facility under review—including the Civic Center Convention Center, Mansfield Theater, meeting rooms, and Zellerbach building.
- b. Conduct a demand and feasibility assessment that includes:
 - 1. Regional and local demographic trends;
 - 2. Event, meeting, and programming demand;
 - 3. Tourism and visitor patterns; and
 - 4. Current and projected demand for event space, performance venues, and cultural facilities.
- c. Identify primary and secondary target audiences:
 - 1. Community groups, nonprofits, businesses, and residents; and
 - 2. External markets: regional conferences, touring acts, specialty shows, etc.

- d. Benchmark City venues against market-viable facilities (both public and private) in terms of:
 - 1. Offerings;
 - 2. Performance; and
 - 3. Perception and demand.
- e. Assess market gaps or oversaturation in the area to determine if consolidation, repurposing, or reinvestment is warranted.

4. Marketing Strategy Development

- a. Develop strategic recommendations to attract new clients and audiences.
- b. Outline a comprehensive marketing approach, including:
 - 1. Digital and social media strategies;
 - 2. Community outreach; and
 - 3. Event promotions and seasonal campaigns.
- c. Explore brand repositioning strategies that distinguish City venues from other regional facilities without duplicating their models.

5. Financial Viability and Operational Model

- a. Evaluate historical and current financial performance of each facility, including:
 - 1. Revenue streams (rentals, concessions, services);
 - 2. Operating and capital expenses (e.g. staffing, utilities, maintenance); and
 - 3. Level and consistency of public fund subsidies or support.
- b. Develop a financial model that includes:
 - 1. Multi-year projections (revenue, expenses, breakeven points);
 - 2. Scenario analysis (baseline, optimistic/growth, conservative); and
 - 3. Performance targets and key financial indicators (e.g. cost recovery, ROI, subsidy levels) to evaluate sustainability.
- c. Recommend pricing structures for rentals, services, and value-added options.
- d. Recommend cost recovery strategies and operational efficiencies—including program design, facility use policies, and service delivery models—that reduce reliance on the general fund while maintaining community access and value.

6. Programming and Event Opportunities

- a. Assess current programming across all sites (types, demand, and fit).
- b. Recommend new programming models to:
 - 1. Increase utilization during slow periods;
 - 2. Diversify user groups; and
 - 3. Enable City-led event production or co-hosted events.

- c. Explore partnership opportunities (schools, nonprofits, arts orgs, vendors) to:
 - 1. Share costs;
 - 2. Cross-promote; and
 - 3. Co-program.
- d. Assess potential to increase grants, sponsorships, or donations related to programming.

7. Public-Private Partnership & Privatization Opportunities

- a. Evaluate opportunities for:
 - 1. Collaborative Public-Private Partnerships (PPPs);
 - 2. Outsourcing of specific functions (e.g. concessions, programing, event coordination); and/or
 - 3. Full privatization models, including long-term lease, private operation under public oversight, or sale of facility assets.
- b. Identify potential private sector partners (e.g., event organizers, corporate sponsors, and service providers) and assess interest in:
 - 1. Long-term operational agreements;
 - 2. Facility investment and development opportunities; and
 - 3. Co-branding or sponsorship arrangements.
- c. Conduct interviews or outreach with key stakeholders and management representatives from comparable facilities and organizations, such as county-operated venues, private event centers, and tourism/business improvement districts (TBID), to gather information regarding:
 - 1. Facility utilization practices;
 - 2. Operational challenges and successes;
 - 3. Regional event and tourism trends; and
 - 4. Opportunities for collaboration or strategic partnerships.
- d. Summarize stakeholder feedback and insights in the final report. The summary should include:
 - 1. A list of stakeholders engaged (organization and role);
 - 2. Key themes, trends, or concerns identified through discussions; and
 - 3. Opportunities for collaboration or barriers to partnership that could influence feasibility outcomes
- e. Provide feasibility analysis and recommendations for privatization models, including:
 - 1. Pros and cons compared to PPP or City-operated models;
 - 2. Estimated financial impact and risk transfer; and/or
 - 3. Community access, programming control, and long-term public interest considerations.

8. Facility Development and Improvement Plans

- a. Identify capital improvement projects that enhance:

1. Marketability;
2. Functionality; and
3. Customer experience.
- b. Align with the FY2024 Capital Improvement Plan (available via provided link below).
- c. Estimate cost-benefit impacts of upgrades and recommend priorities.
- d. Develop a phased improvement and implementation plan:
 1. Short-term “quick wins”;
 2. Medium-term upgrades;
 3. Long-term reinvestment strategies; and
 4. Identify possible funding sources (grants, philanthropy, federal programs).

Note: An FY2024 Capital Improvement Plan includes recommended projects for the Convention Center and Mansfield Theater. They are available to view through this [link](#).

9. Benchmarking: Private Sector & Comparable Venue Analysis

- a. Conduct a comparative analysis of successful privately operated venues within the region and beyond that demonstrate strong financial performance, diverse programming, and high community engagement.
- b. Evaluate key elements such as:
 1. Event mix and scheduling strategies;
 2. Revenue generation models (e.g., private rentals, ticketed events, concessions);
 3. Marketing, branding, and customer engagement approaches; and
 4. Operational efficiencies and staffing structures.
- c. Identify best practices and applicable strategies that could be adapted for the City’s publicly owned facilities.

21. ESTIMATED TIMELINE:

The City anticipates that the feasibility study will take approximately three to six (3–6) months from the date of the Notice to Proceed. Respondents should propose a detailed project schedule consistent with this timeframe, identifying major milestones, task durations, and the estimated completion date. If a longer or shorter duration is proposed, it should be clearly justified in the methodology section of the response.

22. RESPONSE REQUIREMENTS:

A. Title Page

Show the RFP Title, the name of the Respondent, address, telephone number(s), email, web site or web presence, name of contact person and date.

B. Table of Contents

Clearly identify the materials by section and page number.

C. Cover Letter

Briefly state the Respondent understands the services to be performed and make a positive commitment to provide the services as specified.

Give the name(s) of the person(s) who are authorized to make representations for the Respondent, their title, address, and telephone number.

The letter must be signed by a representative who has the authority to bind the Respondent.

D. Final Report

The selected consultant shall prepare a comprehensive final report that clearly communicates findings, analyses, and recommendations. The report must include an Executive Summary outlining key insights and actionable outcomes. It should present a detailed assessment of existing conditions for each included facility, covering physical infrastructure, operational practices, and financial performance.

A thorough market feasibility and demand analysis shall examine current and potential audiences, regional and demographic trends, and competition from other venues. The report must include strategies to improve marketing, branding, and operational efficiency, with a focus on increasing bookings, enhancing user experience, and elevating the public perception of City venues.

The consultant will develop financial models that project multi-year revenue and expense scenarios, highlight opportunities to reduce reliance on public funding, and suggest optimized pricing structures. A section on programming and space utilization should identify potential uses, community needs, and scheduling strategies to improve occupancy and maximize community benefit.

Importantly, the report shall evaluate a range of operational models, including continued City operation, contracted management, public-private partnerships, and full or partial privatization. Recommendations should include a feasibility assessment for each model, outlining benefits, risks, and long-term sustainability.

Finally, the consultant must provide a clear and actionable implementation roadmap, detailing phased improvements, strategic priorities, and funding considerations that will guide the City's long-term decision-making for its facilities.

E. Action Plan

The consultant shall provide a clear and actionable implementation plan that outline recommended next steps for each facility and operational model. This plan should include phased timelines, estimated costs, and key performance indicators (KPIs) to measure progress and success. The action plan must be realistic and scalable, aligning with the City's budget capacity, strategic

priorities, and long-term goals for improving financial sustainability, community value, and operational efficiency. Recommendations should also include guidance on decision-making milestones, resource allocation, and responsibility assignments to ensure successful execution.

F. Timeline

The proposal should include an estimated project timeline outlining key milestones from project initiation to the delivery of the final report. This timeline should reflect all major phases of the study, including data collection, stakeholder engagement, facility assessments, market analysis, financial modeling, draft reporting, and final presentation.

The City anticipates that the feasibility study can be completed within six (6) months from the notice to proceed. However, respondents may propose alternative schedules if justified by the scope and methodology of their approach. A clear timeline with milestone dates should be provided to support accountability and progress tracking.

G. Experience/Qualifications

Provide general background information on the Respondent as well as specialized experience and capabilities. Items to be included are General Experience and Qualifications of the Respondent and all sub-contractor(s).

The proposal should include a narrative summary of the Respondent's general business background, organizational history, and financial stability, as well as the qualifications of any subcontractor(s) proposed to participate in the project. The City is particularly interested in firms with demonstrated experience conducting feasibility studies for publicly owned or community-serving facilities, as well as those with expertise in market and financial analysis, strategic facility planning, and the evaluation of public-private partnerships or privatization models.

Experience with governance transitions, operational restructuring, or redevelopment of civic spaces is also relevant to the scope of this project. Respondents should describe prior work of a similar nature, highlighting outcomes, complexity, and relevance to this study.

An organizational chart must be included to clearly illustrate the project team structure, identifying key personnel and subcontractors, their roles and responsibilities, and reporting relationships. Brief bios or résumés of key individuals may be included as attachments to further demonstrate relevant qualifications.

H. Project Approach and Methodology

Respondents shall describe their overall approach to completing the feasibility study, including the methods and strategies they will use to achieve the objectives outlined in this RFP. The narrative should clearly demonstrate an understanding of the project scope, key issues, and the unique challenges and opportunities associated with evaluating multiple City-owned facilities, including the potential for operational restructuring or alternative governance models.

The approach should outline the Respondent’s plan for data collection, stakeholder engagement, market and financial analysis, and the development of actionable recommendations. Respondents are encouraged to explain how they will assess existing conditions, identify opportunities for increased utilization and revenue generation, and evaluate a range of operational models—including City-led operations, public-private partnerships, and full or partial privatization.

The methodology should also address how the consultant will work collaboratively with City staff and stakeholders, incorporate community input where appropriate, and ensure transparency and accountability throughout the process. A description of anticipated deliverables, project phases, and quality assurance measures should be included to provide clarity on how the work will be organized and managed from initiation through final reporting.

I. References

Respondents should attach a list of professional references. Reference should be able to describe such matters as the Respondent’s financial and operational capability. Include the name of the reference, a description of the nature of the listed reference’s experience with the Respondent and the name, title, address, telephone number, and email address of a contact person at the reference entity.

23. SUBMITTAL INSTRUCTIONS:

Proposals must be received by the City no later than **July 29, 2025, at 4:00 p.m. M.S.T. (“Submission Deadline”)**. Electronic submission is preferred. Proposals submitted electronically must be clearly labeled in the subject line as “Proposal – [Project Name]” and emailed to **lkunz@greatfallsmt.net**. Proposals may also be delivered or mailed to:

Lisa Kunz
City of Great Falls
#2 Park Drive South, Room 204
P.O. Box 5021
Great Falls, MT 59403

Proposals received by the City after the Submission Deadline will not be considered.

24. EVALUATION CRITERIA AND PROCESS:

A. Criteria

1. General Experience and Qualifications

The Respondent's overall experience and qualifications, including that of any subcontractors, with particular emphasis on relevant feasibility studies, strategic facility planning, and public-sector projects.

2. Understanding of Project Scope and Facility Needs

Demonstrated understanding of the project's objectives and the specific operational, financial, and community roles of the City's facilities, namely the Mansfield Convention Center, Mansfield Theater, Zellerbach building, and other public meeting spaces.

3. Proposed Approach and Methodology

The clarity, completeness, and feasibility of the proposed approach, including timeline management, stakeholder engagement, and the ability to deliver actionable, high-quality results within the project schedule.

4. Cost Proposal and Overall Value

The reasonableness of the cost proposal in relation to the services offered, and the overall value the proposal provides to the City, and the transparency of the budget.

Respondents must submit a detailed budget breakout that identifies:

- a. Costs allocated by major project phase or task (e.g., facility assessment, stakeholder engagement, market analysis, financial modeling, final reporting)
- b. Hourly rates and estimated hours by personnel, if applicable
- c. Travel, materials, and other reimbursable expenses
- d. Any assumptions used in developing the budget

5. References and Past Performance

Quality and relevance of references, including feedback from past clients on similar projects, responsiveness, deliverable quality, and the Respondent's ability to work collaboratively and professionally.

B. Evaluation Process

1. Process and Interviews

Evaluation Proposals will be opened so as to avoid disclosure of contents until such time as staff prepares a recommendation to the Great Falls City Commission for contract award. The City will evaluate proposals and will select the respondent which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

The City's evaluation criterion may include, but shall not be limited to, each of the following:

- a. Overall responsiveness to the RFP and quality of the proposal in clearly stating an understanding of the work to be performed;
- b. Extent of applicable resources available to respondent;
- c. Qualifications and experience of the principal;
- d. Technical ability of respondent to perform the required services;
- e. The experience and reputation of respondent as represented in the proposal and the quality of the references; and
- f. Cost of services. Although a significant factor, fees and expenses may not be the dominant factor. Fees and expenses will be a particularly important factor when all other evaluation criteria are relatively equal.

After evaluating the proposals, the City may request additional information including participation in interviews with representatives of Respondents. After completion of this process, staff will endeavor to negotiate a contract with the successful Respondent. Upon reaching agreement on a contract, the Agreement will be approved in accordance with City procedures. In the event that a mutually agreeable contract cannot be negotiated with said Respondent, staff will then enter into contract negotiations with the next highest rated Respondent, and so on until a mutually agreeable contract can be negotiated.

2. Selection Process and Contract

The recommended Respondent may be invited to enter into a contract with the City. The parties shall execute a Professional Services Agreement ("PSA") substantially in the form attached as Exhibit A of this RFP. The negotiated fee and Scope of Services will be attached to the PSA as Exhibit A. The recommended Respondent will have an opportunity to request modifications to the Contract. If an agreement cannot be reached, the next recommended Respondent may be contacted. This process may continue until a contract is executed. However, the City reserves the right to terminate negotiations with any Respondent should it be in the City's best interest. The City reserves the right to reject any and all proposals for any reason.

25. RULES AND INSTRUCTIONS TO RESPONDENTS:

A. Examination of Proposals

Respondents should carefully examine the entire RFP and any addenda thereto. Respondents should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

1. Proposal Format

Proposals should be prepared in such a way to provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements

of this RFP. Emphasis should be concentrated on: 1) conformance to the RFP instructions, 2) responsiveness to the RFP requirements, 3) completeness and clarity of content.

2. Signature Requirements

All proposals must be signed. A proposal may be signed by an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; the owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

3. Public Records

Respondents recognize that this RFP involves interaction with a public entity. Submitted proposals in response to this RFP become the property of the City. Information provided to the City may be subject to public inspection under Montana or other applicable law and is subject to records retention law. If a request for public records is made, City will notify Respondent of such request. If Respondent intends to claim that any such requested documentation is “Confidential Information” or confidential, proprietary, or trade secret information as identified in Montana Code Ann. §30-14-402, or otherwise under applicable law, Respondent will be required to take any and all steps necessary, including court action, to establish that the information is not subject to public disclosure.

4. Tour of Facilities

Hosted tours of the City’s facilities included in this study—such as the Mansfield Convention Center, Mansfield Theater, Zellerbach building, and additional public meeting spaces—may be scheduled prior to the proposal submission deadline. Interested Respondents should contact the Deputy City Manager at blockerby@greatfallsmt.net to arrange a tour. Please include your preferred date and time, the names of attendees, and the number of participants in your request.

5. Change to RFP

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be posted to the City’s website when changes, clarifications, or amendments to proposal documents are deemed necessary by the City.

6. Proposal Modification or Withdrawal

A respondent may withdraw a proposal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new or modified proposal prior to the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final proposal cannot be changed or withdrawn after the time designated for receipt,

except for modifications requested by the City after the date of receipt and following oral presentations.

The full FY2025 City of Great Falls adopted budget is available through this [link](#).

City of Great Falls			
Civic Center Events Log			
Budget Performance Report			
FY 2025 Adopted Budget, FY 2024 Actuals and FY 2023 Actuals			
	FY 2025 Adopted Budget	FY 2024 Actuals	FY 2023 Actuals
Revenues			
General Fund Subsidy	\$ 134,000	\$ -	\$ 265,913
Charges for Services	291,720	312,024	199,325
Investment Income	2,050	18,469	7,512
Miscellaneous Revenues	17,055	21,920	12,918
Total Revenues	\$ 444,825	\$ 352,412	\$ 485,668
Expenses			
Personal Services	\$ 277,287	\$ 252,710	\$ 244,800
Supplies	11,335	7,769	3,331
Purchased Services	104,105	43,829	34,969
Internal Services	301,592	307,871	272,988
Total Expenses	\$ 694,319	\$ 612,178	\$ 556,088
Total Revenues over (under) Expenses	\$ (249,494)	\$ (259,766)	\$ (70,420)
	FY 2025 Adopted Budget	FY 2024 Actuals	FY 2023 Actuals
Charges for Services			
Postages & Handling Reimbursement	\$ 34,000	\$ 34,359	\$ 16,907
Concessions	2,000	1,142	274
Advertising	700	-	(195)
Merchandise Sales	4,500	5,321	4,170
Facility Miscellaneous	1,900	900	750
Operating Supplies	5,780	2,178	3,201
Equipment Fixtures	5,500	1,231	4,037
Professional Services	7,800	3,296	3,724
Temporary Labor	57,590	28,019	17,151
Audio Visual Fee	2,900	2,613	1,075
Commission Chamber Rental	1,150	1,405	5,891
Convention Center Rental	60,000	58,951	51,232
Gibson Room Rental	7,600	13,084	12,400
Missouri Room Rental	-	18,981	19,521
Theater Rental	70,000	121,650	48,583
Facility & Equipment Surcharge	14,000	-	-
Base Catering Fees	300	-	-
Ticket Surcharge	16,000	18,895	10,605
Total Charges for Services	\$ 291,720	\$ 312,024	\$ 199,325

Civic Center Events Log			
Budget Performance Report			
FY 2025 Adopted Budget, FY 2024 Actuals and FY 2023 Actuals			
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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and TheatreDNA LLC, 453 S. Spring Street, Suite 1230, Los Angeles, California 90013, hereinafter referred to as “Consultant.”

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

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

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

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

4. Payment: City agrees to pay Consultant at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of \$96,447 DOLLARS (\$ 96,447) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

Consultant shall furnish the City with copies showing one of the following: **(1)** a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’ compensation insurance in the State of Montana; or **(2)** proof of exemption from workers’ compensation granted by law for independent contractors.

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

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

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

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

(only if applicable)

\$2,000,000 aggregate

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

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

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

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

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

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

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

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

13. Ownership and Publication of Materials: All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City.

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

14. Liaison: City's designated liaison with Consultant is _____ and Consultant's designated liaison with City is Benton Delinger


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

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

CITY OF GREAT FALLS, MONTANA

CONSULTANT

By: _____
Print Name:
Print Title:
Date:

By: 
Print Name: Benton Delinger
Print Title: Founding Principal
Date: August 20, 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.



Great Falls Facilities Utilization & Feasibility Study Proposal

City of Great Falls

Prepared for Lisa Kunz on July 29, 2025

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Dear Ms. Kunz,

Our firm is excited to submit a proposal to the City of Great Falls for a feasibility and strategic use study of its public assembly venues, with the intent of identifying how these facilities can be improved to fulfill their best purpose in providing value to the community.

Entertainment and meeting facilities can elevate a community's quality of life, provide a platform for diverse stories to be told and be a catalyst for economic growth. Requiring a significant investment of time and money, these public assembly venues should be routinely evaluated and improved, from their capital assets to the business plans. This is to keep up with a live events market that is constantly changing based upon the needs of meeting planners and the evolving purchasing behaviors of ticket buyers, sponsors, and venue rental clients. The facilities that last the test of time know how to adapt.

We believe your convention center, theater, and other event spaces may be at a similar inflection point. Some form of change may be required to either the physical space, governance, and/or the business plan to make these spaces more affordable to operate and a better community resource. A project like this will have distinctive needs, and our team will take a customized planning approach that's formed from your stakeholders' objectives and the unique values of your community. We do this to create trust and develop maximum buy-in from the council to the building operators to the citizens.

Our team's decades of experience in cultural arts planning and the live event industry give us a holistic approach to your study. Our principals and partners have managed facilities and designed venues just like yours. In those roles, they have helped cities invest in their public assembly venues in markets from Washougal, Washington to Mumbai, India. We will do the same for you. Our team will take an atelier approach to create a custom strategy that is tailored to the City of Great Falls's mission to being a thriving, welcoming city with a high quality of life.

After you've had a chance to review the proposal, please let us know when you're ready to start!

Sincerely,

A handwritten signature in black ink, appearing to read "Benton Delinger".

Benton Delinger, ASTC
Founding Principal

Primary Point of Contact

Benton Delinger
Founding Principal
bdelinger@mytheatredna.com
213-375-3688 x102

FIRM OVERVIEW

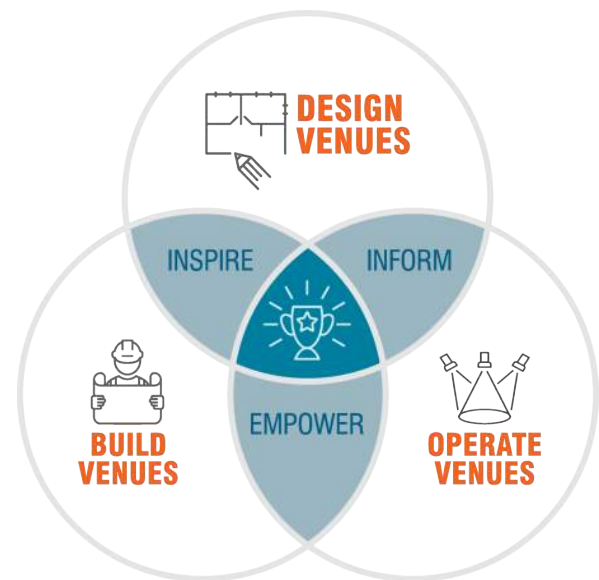
TheatreDNA® was founded in 2014 by Michael Ferguson and Benton Delinger and is the leading boutique theatre consulting firm for live event facilities. Our comprehensive collaboration and creativity-led services include feasibility studies, strategic business planning, project management and building programming, performance and event space design, facility planning, and performance equipment design and specification. Past clients include higher education, municipalities, non-profit organizations, commercial operators, Fortune 100 companies, and entertainment providers.

There comes a point in every organization's history where they must choose to evolve or slowly decline. This pivotal moment can stem from record success outpacing current capabilities or from years of flatline growth due to ad-hoc strategies that haven't panned out. Whichever version of these scenarios is yours, the outcome is still the same. You must take the fate of your organization into your hands and enact change. Our team gives you the confidence to make these bold decisions.

The confidence comes from our team's vast experience in every lifecycle phase of building and running performing arts venues. Our consultants are former practitioners like you and are dedicated to empowering arts, culture, and entertainment organizations through strategic planning, data-driven insights, and sector-specific intelligence. You can be sure that any recommendation we present is backed by research, rooted in real-world applications, and thoroughly developed with you.

The ideal team selected to be your study consultant should have experience in three distinct

key areas: designing performance spaces, building cultural facilities, and the day-to-day operations that come with running them. We're confident that because of our unique and varied experience working in all three sectors we can provide a highly integrated and informed approach to offer comprehensive services that simply can't be matched by another firm or anyone else.



You're undertaking a very niche and nuanced project, and you need to be able to trust that each person on your team believes in your vision and will do everything they can to make it happen. And that team can be made up of qualified professionals or they can be something more—partners. Partners who have been in your shoes before. Partners who will share the burden as well as the victory, never hesitating to dig in when things gets tough. We have found that this “all-in” approach is what makes or breaks a project. And given the opportunity, our firm will do just that for you.

PROJECT UNDERSTANDING

The City of Great Falls is seeking to understand how its publicly owned venues—such as the Mansfield Theater, Convention Center, Commission Chambers, Gibson Room and Zellerbach Building—can be more effectively utilized, financially sustainable, and aligned with community needs. Through this feasibility and strategic use study, the City wants a comprehensive evaluation of the facilities' current physical conditions, market potential, and operational models, including options for public-private partnerships or privatization. Ultimately, the City aims to identify actionable strategies for improved programming, revenue generation, and long-term investment planning that support both civic benefit and fiscal responsibility.

Phase One: Existing Conditions Assessment & Market Demand

The first phase of the study will be research-intensive through historical data mining and onsite inspections of your facilities. The goal is to create an operational snapshot of your organization's current business performance and practices, including booking strategies, marketing, event operations, finances, etc. To better understand why your operations are in their current state and how they will need to evolve to meet future demand, our team will conduct market research in and around Great Falls as well as conduct a robust community engagement campaign. The market research will provide insights into your customers and your competition, helping to frame the market conditions. While the stakeholder interviews and surveying past customers and the community at large will identify the opportunity gaps we can build upon.

Phase Two: Business Remodeling & Implementation

The data and research collected are then analyzed to establish a benchmark of historic performance and to identify areas for improvement based upon your future goals. The team discusses these opportunities and finds alignment on the right ones for your organization, taking us to business planning. The business plan for the Civic Center portfolio of facilities will be structured to ascertain the optimal building operation through these key indicators:

1. Mission
2. Organization & Governance Structure
3. Programming
4. Space Utilization
5. Management Structure & Staffing
6. Operations
7. Facility Improvements
8. Financial Forecasting & Economic Impact

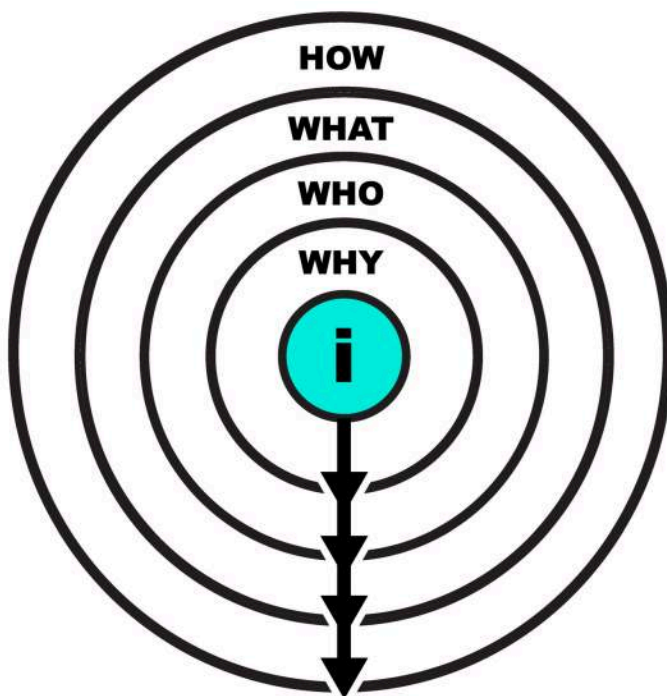
This analysis will be a data-led process. But whatever the data reveals, it will be paramount that any recommendation brought forward aids the City of Great Falls towards its goals of responsible stewardship for existing resources and developing them for innovative and sustainable growth.

PROJECT APPROACH

IT STARTS WITH THE "WHY"

We intentionally begin every study with a blank slate, because we can't begin looking through data without first knowing why we are looking in the first place. And for each of our client partners, that why is different. Some organizations are more mission-based than business-results oriented, so their "why" may be focused on quality-of-life initiatives and staff utilization rather than alternative revenue streams. Other organizations are certainly concerned about bottom-line impact, so their "why" might be focused on increasing cost recovery or identifying a gap in their market so they can reposition. The guardrails for the project always start with this first "why" for those reasons.

After we set those guardrails together, we will follow up with another "why" question. Why do these facilities at the Civic Center need to exist? It's a fundamental question that seeks to get to the heart of it all. For the City of Great Falls, it's an opportunity to affirm its original identity or acknowledge that it may be evolving into a new one. If the results of the study call for a new operator, it's a great way to clarify the Civic Center's new mission and goals that the operator must strive to achieve. The answer, whatever it may be, serves as a compass and final destination marker. And with the destination in sight and the guardrails in place, we begin the journey of information gathering. We look forward to hearing to your "why" when we start the study.



Rings of Success

Copyright 2025 TheatreDNA

THE (i)NSTITUTIONAL MAKEUP: What is the governance structure of your organization? Who owns the land and the buildings? Who is in charge of operating it? Where are the funding sources?

WHY: Why should your organization even exist? It should be your larger purpose that's beyond products and profits.

WHO: Who are your stakeholders? Who are your end users? Who is your audience?

WHAT: What programming and products will you offer these customers that support your core "Why" statement.

HOW: How will you support all these other rings through your business plan? What is the financial model, building design, equipment, staffing, and key partnerships needed?

APPROACH CONTINUED

Our process involves a significant intake of quantitative and qualitative data from a wide variety of sources that is then analyzed for accuracy and context. We then cross reference that research against the established study goals and begin to develop, in concert with you, actionable solutions. Below is a sample workflow of the information gathering phase and details on our research process. This is a baseline derived from what we know about the project thus far. The process will be further tailored based upon future conversations that we have with you during the kickoff stage.

INFORMATION GATHERING WORKFLOW

1. We hold a project kickoff meeting with a small Core Client Group to establish goals for the study and select Working Group members.
2. Another project kickoff meeting is held with the Working Group, key community stakeholders who'll be project ambassadors after the study.
3. Your organization submits all relevant research material: financials, operating policies, planning reports, event calendars, marketing collateral, economic development initiatives, etc.
4. Your organization and any potential user group(s) complete our digital facility utilization and improvement survey.
5. Other community partners and citizens partake in surveys and outreach events. This is an opportunity to get gather public feedback and build support for the proposed changes.
6. We conduct one-on-one interviews and focus group sessions with civic leaders, stakeholders, staff, vendor partners, and past clients.
7. Competitor research and benchmarking of peer communities and venues are completed.
8. We generate a Preliminary Findings Report and present it to the Core Client Group and Working Group in a Research Review for feedback and alignment on which solutions to adopt.

RESEARCH SOURCES

Our research for this study could come from the following sources:

- Previous studies and strategic planning documents
- Surveys from staff, stakeholders, and user groups
- Online research
- Venue visit and assessment photo documentation
- Workshop interviews / community outreach survey
- Client work documents, reports, and spreadsheets
- Database research from the National Endowment for the Arts, the International Association of Venue Managers, SMU DataArts, Pollstar, Americans for the Arts, TRG Arts, Environics Analytics, PRIZM, IMPLAN, and databases of local and county tourism offices

INITIAL PROPOSED STAKEHOLDERS

- City Commissioners and the City Manager's office
- Mansfield Center staff / Commission
- Mansfield Events Office staff
- Planning & Community Development staff
- Tourism Business Improvement Commission
- Park & Recreation staff
- Great Falls Symphony Association
- Historic Preservation Advisory Commission
- Great Falls Community Concert Association
- Montana Performing Arts Consortium
- Central Montana Tourism Office

UNIQUE APPROACH

Specific Areas of Focus for the Great Falls Facilities Utilization & Feasibility Study Proposal

Only the research and utilization data from the upcoming discovery phase will tell us definitively the areas needing addressing for your operations, but we can infer some areas of focus based upon our initial understanding of the project and our expertise and experience within the industry. Below are three key elements unique to your situation that we foresee being important in creating a sustainable business and operational plan that aligns with your organization's goals.



Managing Two Venue Types In One Complex

Operating a historic 1,782-seat theatre or a convention center isn't easy. Having to run both in the same modest footprint along with city offices is a downright challenge. It's a push-pull conflict to make each venue successful without impeding on the other. A potential goal of this study will be to identify programming strategies and sensible capital improvements to create ultimate utilization of each space, independently and concurrently.



Determining the Future of the Zellerbach Building

Analyzing the best use for this facility will require sensitivity due to its historic importance and the different applications the building could serve. The Zellerbach building could be the answer to the city's growing pains by providing additional administrative space, but is that the right solution given other stakeholders' goals for downtown? Is there a hybrid use model that works? Scenario-based programming can help answer this question.



Creating Community-Inspired Solutions

The RFP stated that community involvement will be essential, and we couldn't agree more. An effective engagement campaign is accessible, equitable, and inspired. We recommend a well-invested and promoted multi-touchpoint strategy that includes:

- Digital surveys and communication via social media channels, amplifier partners, and local publications like The Electric
- In-person engagements for surveying and open discussions at events like town halls, MHSA All State Music Festival, Voyagers ball games, Electric City Speedway races, Mansfield Theatre events, and performances at The Newberry

PROJECT TEAM

We have handpicked this team of consultants to conduct your feasibility study. They include our founding principal, Benton Delinger, ASTC; Teresa Koberstein from Assembly Arts; former venue management executive, Alex Hargis, CVP/CMP; and Andrew Sims, a veteran convention center operations executive. The development of the team has been designed to provide a comprehensive utilization and feasibility assessment of your portfolio of venue types within City of Great Falls.



Benton Delinger
TheatreDNA



Alex Hargis
TheatreDNA



Teresa Koberstein
Assembly Arts



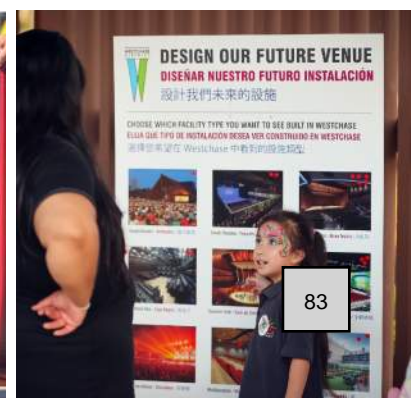
Andrew Sims
TheatreDNA

TEAM MEMBER	ROLE	RESPONSIBILITIES	EXPERIENCE
Benton Delinger, ASTC	Project Director / Facility Consultant	Sets the goals and expectations of the project, establishes work schedules and milestones, lead on facility inspections and capital improvement strategy, and provides analysis across all phases	40 Years
Alex Hargis, CVP/ CMP	Theatre Operations Consultant	Assist with operational condition assessment, leads community engagement strategy, co-lead business and operations planning, assist with programming strategy and pro forma assembly	20 Years
Teresa Koberstein	Project Manager / Market Research Analyst	Lead on market study research and analysis, lead on competitor profiles, lead on operational condition assessment, assist with community engagement, assist with business pro forma and artistic programming	17 Years
Andrew Sims	Convention Center Operations Consultant	Assists with operational condition assessment, assists with analysis of facility inspection results, co-lead business and operations planning, lead operating management strategy, assist with pro forma assembly	30 Years

RELEVANT EXPERIENCE

Team Projects

Westchase District - Houston, TX	Feasibility, Benchmarking, Operating Estimates, and Business Planning
Colburn School Expansion	Feasibility, Benchmarking, Operating Estimates, and Business Planning
City of Denver - Arts & Venues	Market Analysis, Feasibility Study, and Operational Planning
City of Hoover, Alabama	City-wide Venue Feasibility Study, Market Analysis, and Operational Planning
City of Mission Viejo, California	Feasibility, Benchmarking, Operating Estimates, and Business Planning
Columbia River Arts & Culture Found.	Feasibility, Benchmarking, Operating Estimates, and Business Planning
Bravo Greater Des Moines	Facility Assessment, Space Programming, Capital Improvement Strategy
City of Corona, CA	Facility Assessment, Space Programming, Capital Improvement Strategy
City of Westminster, CA	Operational Condition Assessment, Facility Inspection, Business Planning
City of Surprise, AZ	Operational Condition Assessment, Facility Inspection, Business Planning
City of Waco, TX	Cultural Facility Feasibility Study
Regional Kansas City Arts Center	Feasibility Study
Montgomery County, MD	Cultural Facilities Study
City of Lewisville, TX	Feasibility Study, Operations & Facility Assessment, Business Planning
City of Las Vegas-Charleston Heights	Performance Venue Master Planning
City of Plano, TX	Operational Condition Assessment, Business Planning
Wareham Opera House	Business Planning, Artistic Programming
Seattle Art Museum	Strategic Business Planning
Shelby County Community Theatre	Feasibility, Benchmarking, Facility Cost Estimation, Business Planning
Oregon Department of Film	Feasibility Study
Lake Placid Center for the Arts	Strategic Business Planning
Lompoc Theatre, Lompoc, CA	Feasibility Study, Business Planning



PROJECT SCOPE

1. Kickoff & Material Review

We will discuss with the Core Client Team the formation of a Working Group composed of key stakeholders and partners. In this kickoff meeting, we will present an overview of the feasibility study process, explain the goals for the study, and explain how the Working Group will participate in the future. During this phase, our team will spend a lot of time listening so we can understand the big picture from a numerical and emotional standpoint. How do you currently operate? And what does each organization hope to achieve with this project?

1. Core Client Team kickoff meeting (held remotely)
2. Establishment of the Working Group that will advise on the following areas
 - ii. Facility planning and operations process which may inform strategy and facility usage
 - iii. Provide general information on the community and preliminary facility needs
3. Organizational data collection from the City and any other relevant sources
 - i. Building plans, previous studies, financial reports, historical booking and sales data, etc.

2. Existing Conditions Assessment

The existing conditions assessment will include a thorough evaluation of the physical condition, infrastructure, usage patterns, and modernization potential of the Convention Center, Theater, meeting rooms, the Zellerbach Building, and other city-owned facilities—along with an evaluation of their adaptability to emerging community and market needs. Simultaneously, we will review current management structures and operational performance of these spaces using a SWOT exercise and analyzing historical data provided by you to benchmark how these facilities are currently serving the Great Falls community and the level of effort required to do so.

1. Facility Inspections
 - i. Evaluating physical condition, infrastructure, and amenities, or lack thereof
 - ii. Record the current condition of AV systems, theatrical performance lighting and rigging, staging, and building management systems
 - iii. Identify any potential maintenance or building/equipment upgrade or replacement needs
2. Governance & Organizational Management Review
 - i. Researching staffing structures, along with their roles and responsibilities
 1. Identifying areas of overlap or service gaps between facilities, tasks, and vendors
 - ii. Review of operating agreements with tenants, resident companies, and rental clients
3. Utilization Analysis of All Spaces
 - i. Determining usage day volumes and attendance averages, identifying patterns and opportunities based upon calendar, event type, and programming segment (i.e. presenting, rentals, etc.)

4. Financial Performance Review
 - i. Earned revenue, such as tickets, food and beverage, parking, merchandise, and rental sales
 - ii. Contributed revenue, such as general funding, grants, sponsorships, and endowments
 - iii. Reviewing annual operating budgets and individual show/programming P&L's, if applicable
5. Operational Review
 - i. Programming strategy and effectiveness
 - ii. Marketing, branding, and advertising strategy and performance
 - iii. Front-of-House and Back-of-House operations
 - iv. Life safety
6. SWOT (Strengths, Weaknesses, Opportunities, Threats) Exercise

3. Market Feasibility & Demand Analysis

The consulting team will define the primary, secondary, and tertiary market catchment areas based on data obtained from the previous task. We will then program the catchment areas into consumer research databases to analyze customer demographic and economic data. Our team will also inventory the existing facilities in your area, identifying potential competitors and collaborators. Our goal is to determine the viability of the market in terms of audience location and demographics, consumer entertainment spending and tourism trends, and overall market positioning to attract regional conferences, touring acts, and private event rentals.

1. Demographic and Economic Analysis
 - i. Define the potential market penetration through discussions with local stakeholders and evaluating publicly available data on comparable entertainment venues in the area. We use this data to establish audience radii based upon commuting distance and all the above information
 - ii. Using geo-demographic modeling systems, we will determine a consumer snapshot of your primary audience, including their age, household income, ethnicity, occupation, level of education, and entertainment spending behavior
2. Competitor Facility Inventory
 - i. The study team will gather, review, and analyze existing culture facilities, meeting spaces, and live event venues in and around Great Falls, focusing on their programmatic plans and types of events, utilization, location, amenities, size, and other space information
3. Competitive Profiles
 - i. Research your key competitors to assess their comparative programming, governance, management structure, capabilities, limitations, and gaps in service to the community
4. Demand Analysis
 - i. Assessment of event, meeting, and programming demand
 - ii. Tourism and visitor patterns
 - iii. Identify potential future user groups for all spaces, including community groups, non-profits, businesses, conferences, touring acts, local artists, corporate meetings, etc.

4. Needs Assessment & Community Engagement

In this task, we get to know user groups and your audiences better, as well as discover potential programming and operating partners. While we're talking with folks, we're looking for answers to these questions. What are the community's entertainment preferences? What does each organization want to accomplish with these spaces? Our goal is to immerse ourselves in your community so we can understand motivations and concerns.

1. Facility User Survey – Design and distribute a digital survey to past and potential new users of your venues, including local arts groups, cultural and civic organizations, and meeting planners. The set of customized questions will seek to determine the following factors:
 - i. Performance space configurations and equipment and operational needs
 - ii. Back-of-house support spaces, loading area accommodations, and client amenities
 - iii. Types and number of events they anticipate hosting in the future
2. Stakeholder Interviews
 - i. Conduct individual and/or small group interviews with key stakeholders from the primary catchment area, including local arts and cultural organization leaders, educators, civic leaders, business leaders, developers, producers, and promoters
3. Community Engagement
 - i. Design and administer a digital survey to be distributed with your assistance to Great Falls residents and ticket holders to understand audience characteristics, demand, entertainment interests, and potential barriers for participation
 - ii. Facilitate (1) in-person and (1) digital town hall event to invite the community's participation in the ideation and development of the features and service offerings for future programming and operations
 - iii. Participate in a community event activation in Great Falls to promote the study, survey community members, and listen to public feedback
4. Needs Insights & Forecasting
 - i. Findings from the interviews with potential facility users, key stakeholders, and strategic partners, as well as from the e-surveys, will be compiled and analyzed to illustrate the user needs, estimated rental income, and projected impact on the programming and venue management long-term

5. Preliminary Findings Report

This is the midpoint of the study where we pause to do an in-depth research review with you and the Working Group. In this session, we distill the research into bite-sized nuggets of information that include dataset summaries, emerging themes, investigative highlights, and insights that we've developed. This is the time when we will explore potential recommendations on governance, alternative management, facility use models, and operational adjustments. The discussions from the review will dictate the direction and work for Phase 2.

1. Internal review of the discovery phase and conduct additional research as needed
2. Aggregate comparable venue and market research data

3. Develop the Preliminary Findings Report and present it to the Client Core Group and City leadership for feedback and alignment before presenting it to the Working Group for their feedback
4. Adopt edits from the review and issue the final Preliminary Findings Report with specific action items for Phase 2 of the study

6. Benchmarking

To support our recommendations, we must compare local conditions within the greater context of the national marketplace. We will conduct a national benchmarking search, identifying and analyzing at least three comparable facilities serving communities similar to yours and with comparable programming models.

2. Comparable organizational scenarios and/or venues
 - i. Evaluate the ownership and governance model and management structure.
 - ii. Programming.
 - iii. Financials, including operating budget, earned and contributed revenues, and expenses.
3. The consulting team will provide input and best practices information on the benchmarked facility, including its programming and business model:
 - i. Identifying what funding mechanisms were available to support the development as well as ongoing operations of the venues, and in what other ways they support ongoing operations

7. Facility Development & Improvement Plans

We'll take the information gathered during the facility inspection task and create an itemized list of recommended facility improvements. The list will be organized into phases, which will be determined by the improvement's level of critical need, effect on safety and security, cost-benefit, effect on building operations, and projected funding availability. No formal cost estimation will be conducted for these improvements, per the City's instructions.

1. Provide a comprehensive list of capital improvements organized by facility and in a phased structure based upon mutually agreeable parameters
 1. Recommendations will include field photos, narratives describing the current condition and suggested course of action, and justification for the improvement and phase assignment
2. Align CIP and phasing to the City's future CIP planning documents and schedules
3. Identify possible funding sources for each CIP phase or block of improvements

8. Business & Operational Planning

Every organization can have a successful business plan if the business and mission-based goals are aligned to each other and are rooted in market realities. We will do this by creating a data-driven roadmap that you can use in the future.

1. Operating Models

- i. The operating plan will incorporate recommendations on the ownership and governance of a proposed facility, and other business operating models as determined through discussion in the prior steps
 - 1. A list of advantages and disadvantages of each structure, including estimated financial impact, risk transfer, community access, programming control, and maintaining the public's interest
 - 2. A guide to financial best practices for similar facilities
 - 3. Recommendations on whether specific facilities and/or services should be kept with the City, fully privatized, or partially privatized with public oversight
- 2. Programming Plan
 - i. Using all prior data and assuming positive viability, we will develop a preliminary booking plan that will explore various usage models, including 3rd-party operators, partnering organizations, rentals, as well as other opportunities for innovative programs that will increase utilization during slow periods, diversify user groups, and enable City-led event productions and/or co-productions
 - ii. Explore potential strategic alliances with schools, non-profits, arts organizations, or promoters who are willing to share costs, cross-promote, and co-produce events and experiences
- 3. Marketing Strategy
 - i. Provide recommendations to attract new clients and audiences
 - ii. Develop a comprehensive marketing channel strategy, including traditional and digital, promotional, and community engagement
 - iii. Recommendations on brand repositioning tactics to create further competitive separation
- 4. Business Plan
 - i. Develop a facility use plan, listing types and levels of activity in each space in the venue
 - ii. Provide recommended pricing structure for rentals, services, and value-added options
 - iii. Develop a staffing plan including an organizational chart and job descriptions
 - iv. Prepare a pro forma operating budget for the first five (5) years of operation of the envisaged organization using all of the information gathered and based upon your desired organizational structure. The pro forma will include estimated anticipated revenues and expenses from all applicable sources based upon mutually discussed performance targets.
 - 1. Provide three pro forma scenarios (baseline, optimistic, conservative)

9. Final Report & Presentation

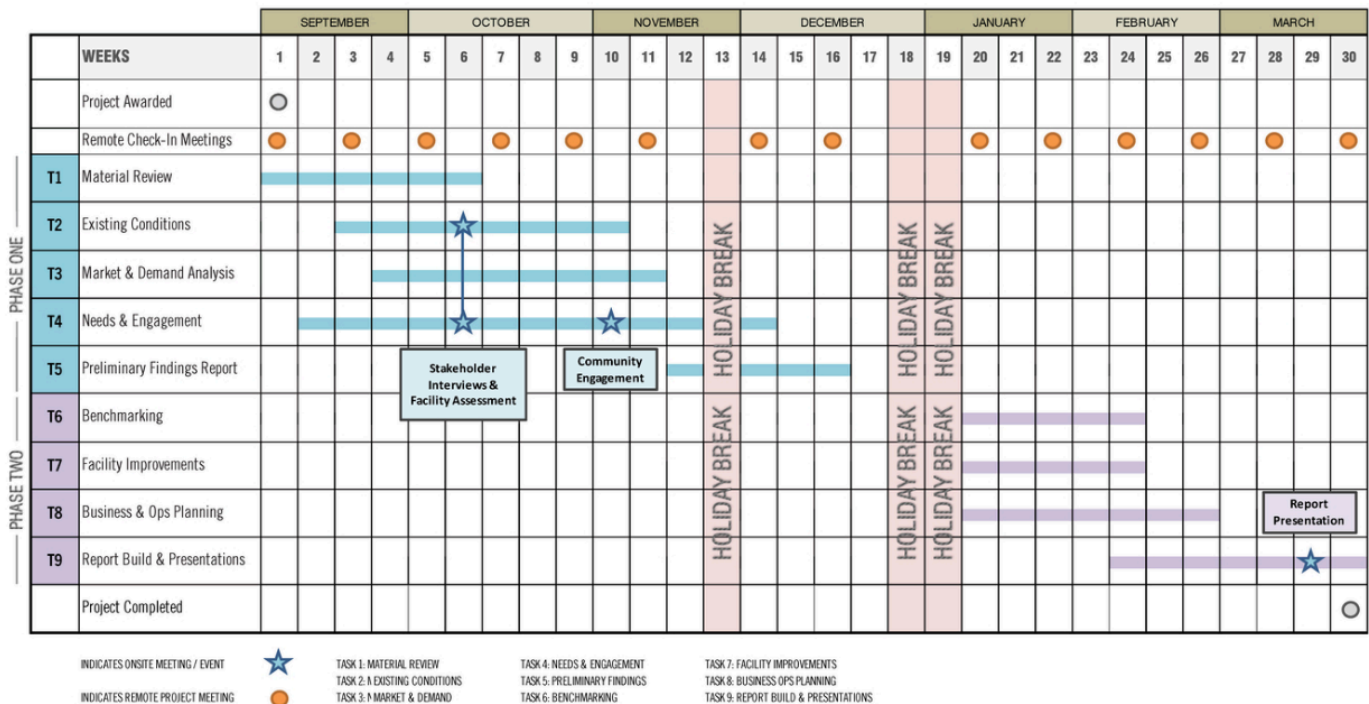
We will synthesize all the research and commentary into one cohesive and comprehensive report. The goal is to make it concise, easy to read, and executable.

- 1. Virtual presentations to the Core and Working Groups after each phase.
- 2. Create a report draft and present it to the Core Group in a review session.
- 3. Incorporate edits and re-issue for final review before presenting to the Working Group for their feedback.
- 4. Attend and participate in an on-site final presentation to any necessary stakeholder group(s).
- 5. Comment on the next steps and provide options for further development of the project.

TIMELINE & TRAVEL

PROJECT TIMELINE

The schedule for this project fits well with our current workload. We understand schedules on complicated projects can change, but we're confident that we can provide our expected high-level of service to the City of Great Falls. Below is a Gantt chart of the project schedule that was developed using our work plan for the project. We anticipate a six-month work period that will span from September through March due to the winter holiday breaks.



TRIP SCHEDULE

The proposed scope of services includes a reasonable number of trips from the TheatreDNA team to Great Falls, Montana for meetings and community engagement activities.

TEAM TRIP SCHEDULED BY TASK	TRIP DESCRIPTION	NUMBER OF PERSON TRIPS	ESTIMATED TRAVEL COSTS
Existing Conditions Assessment	Stakeholder interviews/facility inspection	2	\$3,380
Needs & Engagement	Community engagement sessions	2	\$3,380
Final Presentation	Commission/stakeholder presentation	1	\$1,690
	TOTAL	5	\$8,450

FEES & EXPENSES

FEES & EXPENSES

TheatreDNA offers these services for \$96,447—including typical expenses and estimated travel costs. We have determined our fees using your RFP scope and a standard methodology based on the project and typical staff allocation time, confirmed and cross-referenced with a work plan based on hourly rates and hours per task.

There may be options for finding scope efficiencies to reduce the required hours for the study and reduce the overall fee, based upon our previous experience with similar projects.

FEE BY PHASE / TASK	FEE AMOUNT	BENTON	ALEX	TERESA	ANDREW
Material Review	\$4,444	4	6	8	4
Existing Conditions Assessment	\$11,740	12	8	32	3
Market Feasibility & Demand Analysis	\$16,376	8	32	40	4
Needs Assessment & Community Engagement	\$19,788	20	24	48	2
Preliminary Findings Report	\$3,462	2	8	6	2
Benchmarking	\$6,044	4	8	16	2
Facility Development & Improvement Planning	\$6,244	12	8	2	6
Business & Operational Planning	\$10,786	6	24	20	6
Final Report & Presentation	\$9,113	3	28	16	2
Estimated Travel Expenses	\$8,450	N/A	N/A	N/A	N/A
TOTAL FEE/HOURS:	\$96,447	67	140	180	27

NON-TYPICAL EXPENSES

Non-typical expenses will be charged to the Client if requested and approved by the client, prior to expenditure. These expenses would include, but are not limited to: printed reports and drawings supplied to the Client and design team, renderings, models, or mock-ups, or additional insurance (for more than the amounts we carry.) If requested and approved by the client, these reimbursable expenses will be charged at cost plus an additional mark up of 10% for administration fees.

TERMS OF PAYMENT

TheatreDNA will bill monthly, based on the percentage of work completed. A down payment of 10% is required to begin work.

PERIOD OF VALIDITY

This fee proposal is valid for 60 days.

SIGNATURE

ACCEPTANCE & AGREEMENT

After you sign and date the proposal below, send it back to us, and we'll get to work immediately. Send your proposal to Jennifer Heard at jheard@mytheatredna.com.

In the event a signed copy of this proposal is NOT received, any payment made towards this project and the services described in this agreement shall constitute full acceptance of the scope of services, terms, and conditions of this agreement and will constitute a contract.

The signature below authorizes TheatreDNA to undertake the Scope of Services outlined in this agreement and with the fees and terms stated in this document.

PREPARED AND OFFERED BY:

TheatreDNA, LLC



Benton Delinger ASTC

Signature

Founding Principal

Title

July 29, 2025

Date

AGREED AND ACCEPTED BY:

City of Great Falls

Signature

Title

Date

2025

Proposal for TheatreDNA Consulting Services
Appendix A: Standard Terms and Conditions

APPENDIX A: STANDARD TERMS AND CONDITIONS

DEFINITIONS

The following definitions shall apply:

“Agreement”

The term “Agreement” shall refer to the Proposal submitted to the Client by TheatreDNA LLC (TheatreDNA) together with these Standard Terms and Conditions

“Client”

The term “Client” refers to the firm, organization, or individual(s) to which TheatreDNA submits this Agreement.

“Services”

The term “Services” shall mean the scope of work to be performed by TheatreDNA for the Client.

“Project”

The term “Project” shall refer to the Client’s overall construction venture for which TheatreDNA is performing Services.

NOTICE TO PROCEED

TheatreDNA shall not perform services for the client under this agreement until it receives a written notice to proceed and any delays caused by the client’s failure to provide such notice to proceed in a timely manner shall be the sole responsibility of the client.

NATURE OF THEATRE DESIGN CONSULTING SERVICES

The Client acknowledges that theatre design consulting is a service without licensing or registration requirements. The Client further acknowledges that TheatreDNA neither provides architectural, engineering, or construction services nor provides an architect’s or engineer’s seal on contract documents. The Client is responsible for securing appropriate architectural, engineering, and construction services. The Client waives any and all right to commence professional liability claims against any of TheatreDNA’s employees who may, in fact, be licensed professionals.

CLIENT’S RESPONSIBILITIES

Client or their Architect shall provide TheatreDNA with all background models or drawings, information, surveys, reports, and any other related items reasonably requested by TheatreDNA in order to perform the Services outlined herein. Whenever available, Client or their Architect must provide TheatreDNA with up-to-date plans in the event they impact the Scope of Work. TheatreDNA may rely on the accuracy and completeness of these items without any obligation of independent verification.

BILLING AND PAYMENT

TheatreDNA will issue monthly invoices in accordance with the agreed pricing for its Services at the end of each month, with amounts based on the percentage completed and, if applicable, the number of hours of TheatreDNA’s work for additional Services. The Client is deemed to approve these invoices unless it advises TheatreDNA in writing within fifteen days of receipt of invoice as to reason for non-approval. The Client shall pay the invoices in full within a period of thirty days.

All payments originating inside the United States may be made by check or electronic funds transfer.

All payments originating outside the United States shall be made by electronic funds transfer to US dollars.

For checks sent by mail:

TheatreDNA LLC
Attention: Accounting Department
453 S. Spring Street, #1230
Los Angeles, CA 90013

or any other address as may be advised in writing from time to time.

For domestic electronic funds transfer:

BANK NAME	City National Bank
BANK ADDRESS	355 South Grand Avenue Suite 150 Los Angeles, CA 90071 +1 213-353-4360
ACCOUNT NUMBER	280133051
WIRE ROUTING TRANSIT NUMBER (RTN/ABA)	122016066
BENEFICIARY ACCOUNT NAME	TheatreDNA LLC

2025

Proposal for TheatreDNA Consulting Services
Appendix A: Standard Terms and Conditions

For international electronic funds transfer:

WIRE ROUTING TRANSIT NUMBER (RTN/ABA)	122016066
SWIFT/BIC CODE	CINAUS6L (for USD payments)
BANK ADDRESS	355 South Grand Avenue Suite 150 Los Angeles, CA 90071 +1 213-353-4360
ACCOUNT NUMBER	280133051
BENEFICIARY ACCOUNT NAME	TheatreDNA LLC
BENEFICIARY ADDRESS	453 S. Spring Street Los Angeles, CA 90013 +1 213.375.3688

Invoices are due in full and payable when received. Interest shall be charged at a rate of 1 ½% per month on amounts outstanding for more than 30 days. In the event that full payment of invoices is not received within 60 days, TheatreDNA reserves the right to cease providing Services. TheatreDNA shall be entitled to receive reasonable attorney fees in connection with the collection of any overdue invoice. Any disputes shall be resolved in accordance with the terms of this Agreement.

CHANGE IN SERVICES

If a phase extends more than three (3) months beyond the established schedule for that phase, TheatreDNA shall be entitled to additional service fees for the work of that phase. If significant changes are made to the Project, including but not limited to size, quality, complexity, schedule, budget, or procurement method, TheatreDNA shall be entitled to equitable adjustment of its schedule and compensation.

ADDITIONAL SERVICES

Services authorized outside the scope of work outlined in the Proposal shall be billed as additional services on a time and materials basis. These Services include, but are not limited to:

- Revisions to drawings or specifications after approvals by the Client are obtained.
- Analysis of existing inventories of performance equipment.
- Extra trips by TheatreDNA beyond the agreed visit/meeting schedule.

- Value engineering services beyond one (1) revision of scope for value engineering per phase.
- Services after the completion date specified at the time of the signing of this Agreement.
- Services required to adapt CAD backgrounds provided to TheatreDNA for use in contract documents and general arrangement drawings, beyond a reasonable amount of time and effort.
- Services after issuance of the final certificate of payment or more than 60 days after substantial completion.
- Preparation of record drawings.

FEES FOR ADDITIONAL SERVICES

Charges for additional Services (Services beyond the scope of Services in the Proposal) shall be based on prevailing hourly rates. Rates shall be increased by 3% per annum throughout the period of Services. 2024 rates are as follows:

POSITION	HOURLY	TRAVEL
Founding Principal	\$291	\$145
Principal	\$200	\$100
Senior Consultant	\$168	\$84
Consultant	\$137	\$68
Support Staff	\$78	\$39

TheatreDNA will also invoice for expenses incurred in the delivery of additional Services. These expenses will include, but are not limited to: air and ground transportation; meal and accommodation; communications between TheatreDNA, the Client, and team members; all reports and drawings supplied to the Client and design team. These reimbursable expenses will be charged at cost.

LEAD TIME

Background drawing lead-time for TheatreDNA drawings based on architects' or other consultants' drawings is ten (10) working days before the required issue date. If backgrounds are not received with this lead-time the deliverable date will be delayed to allow the 10 working day lead-time. Any schedule impact from such a delay is the responsibility of the Client. Schedule impact from such a delay may result in additional Service fees from TheatreDNA.

INSTRUMENTS OF SERVICE

TheatreDNA shall retain copyright on all original work, drawings, and other documents prepared for this Project and confer to the Client a license to use these instruments of service for this Project only. The Client shall not use these instruments for any other project or purpose, nor may the Client make changes to these instruments without TheatreDNA's prior written authorization. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

DESIGN CREDIT

If the architect or acoustician is credited on any promotional material associated with the Project or on signage at the construction site, then TheatreDNA shall be credited as "Theatre Consultant." This provision shall survive the expiration or early termination of this Agreement.

PROMOTION

TheatreDNA shall have the right to use, and may possibly use, the name of the architect, Client, owner and the name of the Project for any advertising, publicity, promotion, or in any other manner for the purpose of promotion of TheatreDNA. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

INSURANCE

TheatreDNA shall, at its sole cost and expense, throughout the performance of its Services pursuant to this Agreement, maintain the following insurance coverage:

- Commercial General Liability Insurance: One million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate.
- Commercial Automobile Liability Insurance: One million dollars (\$1,000,000) per occurrence.
- Worker's Compensation Insurance: As required by applicable California state law.
- Employer's Liability Insurance: One million dollars (\$1,000,000) per occurrence.
- Professional Liability Insurance: Two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, for a period of at least three (3) years after the completion.
- Valuable Papers Insurance: Twenty-five thousand dollars (\$25,000) per occurrence.

NON-INDEMNIFICATION

TheatreDNA shall not be responsible for the acts or omissions of the architect, architect's consultants, contractor, subcontractors, their agents or employees, or other persons performing any work on the Project.

PROJECT SUSPENSION

If the Project is suspended in whole or in part, and TheatreDNA is not in default of its obligations under this Agreement, the Client shall compensate TheatreDNA for all Services performed prior to the suspension, together with reasonable reimbursable expenses then due and its reasonable costs, charges, and expenses arising out of suspension of this Agreement. If the Project is suspended in whole or in part for more than six (6) months and the Client elects to terminate this Agreement, TheatreDNA shall be compensated for all Services performed prior to the suspension, together with reimbursable expenses then due and all reasonable termination expenses plus ten (10%) percent of such amount. If the Project is resumed after being suspended for more than six (6) months TheatreDNA's compensation shall be subject to renegotiation. The Project schedule shall be extended by a period of time equal to the period of the stoppage.

TERMINATION

TheatreDNA may cancel this Agreement upon an occurrence of any event of default by the Client, such cancellation to be effective upon the issuance of a written notice of cancellation for default. An event of default shall include (a) fraud or any fraudulent practice with respect to this Agreement, (b) any material breach of this Agreement, provided that notice of such breach is given to the Client and the Client has failed to cure such breach within 30 days, (c) if the Client becomes insolvent, voluntarily files a petition for relief under bankruptcy or any similar or other insolvency laws (or has a petition filed against it and the same is not discharged or stayed within 60 days) or voluntarily or involuntarily enters receivership or any similar or other insolvency proceeding. Upon the occurrence of an event of default, TheatreDNA shall be entitled to pursue the remedies set forth in Article 16 - Dispute Resolution.

DISPUTE RESOLUTION

In the event of any claim, dispute or other matter in question arising concerning the Project, TheatreDNA and the Client shall first make a good faith effort to mediate a resolution of the claim, dispute or other matter in question with the assistance

of a qualified mediator to be chosen by agreement of the parties. In the event that the parties are unable to agree upon a qualified mediator, a mediator shall be designated by the Regional Office of the American Arbitration Association ("AAA") which covers California. Any such mediation shall be held in accordance with the Construction Industry Mediation Rules of the AAA or by such other standards established by the mediator. Demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event after the date when notification of legal or equitable proceedings based upon such claim, dispute, or other matter in question would be barred by the applicable statute of limitations or by the terms of this Agreement. In the event that the claim, dispute, or other matter in question is not resolved by mediation within sixty (60) days of demand for mediation, TheatreDNA and the Client agree that either may submit same to binding arbitration under the Construction Industry Arbitration rules of the American Arbitration Association. All mediation and/or arbitration proceedings shall be held in California unless otherwise agreed to by the Client and TheatreDNA. The decision of the arbitrator(s) shall be final and binding on TheatreDNA and the Client.

NON-DISCRIMINATION

TheatreDNA does not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, handicap, gender, sexual orientation, or affiliation. TheatreDNA makes good faith efforts to comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities.

CONFIDENTIALITY / NON-DISCLOSURE MANDATE

It is TheatreDNA's policy to keep the terms and conditions thereof and all information, know-how, and documents provided to or used by TheatreDNA confidential (the "Confidential Information") except (a) information and know-how that TheatreDNA has developed in the course of its business; (b) information that has been furnished to TheatreDNA lawfully by a third party as a matter of right; (c) any other information once it becomes part of the public domain by publication or otherwise through no act of TheatreDNA. It is understood that Confidential Information may be used by TheatreDNA and disclosed to its employees, agents, and subcontractors on a need-to-know basis in order to finish the Project. TheatreDNA agrees to refrain from

disclosing Confidential Information, without prior written consent of the Client to any person or entity that is not affiliated with or acting on behalf of a party, except (i) as may be required by applicable law, the order of any court or government agency, or a proper discovery request or (ii) as part of TheatreDNA's portfolio of its work to display to potential clients and for promotional purposes. If TheatreDNA is required to disclose Confidential Information due to condition (i) above, TheatreDNA shall (1) use its best efforts to make the disclosure on a confidential basis and (2), in the case of disclosure as a result of an order of any court or government agency or a proper discovery request, give the Client prompt notice thereof so that the Client may, if it so chooses, assert any rights it may have to maintain confidentiality or obtain relief from public disclosure.

COMPLIANCE WITH LAWS

TheatreDNA makes a good faith effort to comply with all foreign and United States (federal, state and local) laws, rules, regulations, and ordinances applicable to the performance of its obligations under this Agreement.

INDEPENDENT CONTRACTOR

TheatreDNA is an independent contractor for all purposes in connection with this Agreement. Nothing herein shall be deemed to constitute a partnership or joint venture between the Client and TheatreDNA.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of California with regard to its conflicts of law's provisions.

ASSIGNMENT

This Agreement and each and every covenant, term, and condition hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. Neither TheatreDNA nor the Client shall assign any of its rights or obligations under this Agreement without the prior written consent of the other, which consent may be withheld or conditioned in its absolute discretion. Any such assignment without consent shall be void.

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Proposal for TheatreDNA Consulting Services
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SEVERABILITY

In the event that any provision of this Agreement is deemed as a matter of law to be unenforceable or null and void, such provision shall be deemed severable from this Agreement and the contract shall continue in full force and effect as if such provision were not contained herein.

NON-WAIVER

The failure of either party to require the performance by the other of any term, condition, or provision of this Agreement shall in no way affect its rights to require such performance at any time thereafter, nor shall the waiver of a breach by either party of any provision of this Agreement be deemed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself or of any other provision of this Agreement.

LIMITATION ON DAMAGES

TheatreDNA shall in no event be liable for any consequential damages which may be alleged by the Client due to an alleged breach of contract by TheatreDNA and shall not be liable for any damages resulting from a delay in the delivery of Services due to circumstances beyond the control of TheatreDNA, including, but not limited to strikes, wars, or civil disturbances including acts of terrorism, non-availability of necessary materials or equipment, and acts of God.

SEPARATE COUNTERPARTS

This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated contract between TheatreDNA and the Client supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a writing signed by both TheatreDNA and the Client.

BINDING EFFECT

This Agreement shall be binding on the parties and their successors and/or assigns.

CONFLICT

If there is any conflict between these Standard Terms and Conditions and any portion of the Proposal, these Standard Terms and Conditions shall control.

OFFICE CLOSURES

TheatreDNA offices are closed every year during the following time periods: No less than one week between Christmas and New Year's Eve, and one week at the beginning of summer. Every effort will be made to not disrupt project work, and ample notification will be given.

NOTICES

Notices shall be deemed received (a) upon delivery, when personally delivered; (b) upon receipt, when sent via registered or certified mail; (c) the next business day, when sent via overnight courier, and (d) upon confirmed receipt, when sent via facsimile with hard copy to follow by other means listed above.

Notices shall be sent as follows:

TheatreDNA LLC
Attention: Michael Ferguson
453 S. Spring Street, #1230
Los Angeles, CA 90013

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Proposal for TheatreDNA Consulting Services
Appendix A: Standard Terms and Conditions

PREPARED AND OFFERED BY:

THEATREDNA LLC



Benton Delinger ASTC
Signature

Founding Principal
Title

July 29, 2025
Date

AGREED AND ACCEPTED BY:

City of Great Falls

Signature

Title

Date

REPRESENTATIVE PROJECTS





LEWISVILLE GRAND THEATRE

Lewisville, TX

Owner: City of Lewisville

Consultants: Alex Hargis, Michael Ferguson

Services: Feasibility, Competitor Analysis, Business and Operations Planning

Venues: 325-Seat Proscenium Theatre, Black Box, Art Gallery, Rehearsal Hall, Classrooms, Amphitheatre

Event Types: Local arts groups, regional touring, concerts, comedy, private events

Project Dates: Nov. 2022-Jan. 2023

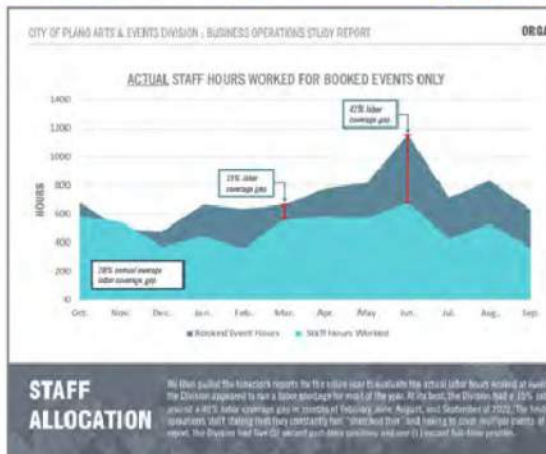
Client Contact:

Denise Helbing
Arts Center Manager
dhelbing@cityoflewisville.com
972-219-8478

In 2022, the city of Lewisville commissioned a feasibility study to determine current utilization levels of their existing 10 year-old performing arts center and assess renovation and/or new construction solutions to meet volume demands and the expectations of citizens. The study process began with interviewing 10 primary users groups along with the operations staff, key vendors, city leadership, and the Lewisville ISD. Space and date utilization data was pulled from the operator's booking software and used to benchmark against the qualitative feedback from current user groups.

The analysis of the utilization data, user comments, and the operator's future programmatic growth plans showed a need for more space inventory. Although not immediate since usage levels of Huffines Hall were 75% with support event spaces at 55-60% on average, the volume demand was significant with 945 booked events annually and warranted action. Population growth trends in the Lewisville area confirmed that this demand would only increase, which at that time the facility would reach max capacity.

The market analysis showed a gap in venue offerings just west of Lewisville and in between Dallas and Ft. Worth. Given the client's current user base and desires to do more commercial music and food and beverage events to stimulate downtown growth, the recommendation for flexible courtyard theatre that could go flat floor was made and conceptualized.



ARTS & EVENTS DIVISION

Plano, TX

Owner: City of Plano

Consultant: Benton Delinger, Alex Hargis

Services: Facility Assessment, Competitor Analysis, Business and Operations Planning

Venues: 315-Seat Courtyard Theatre, Cox Building Black Box, Lobby Art Gallery, McCall Plaza, Red Tail Amphitheatre

Event Types: Local arts groups, regional touring, concerts, private events, festivals

Outcomes: Consultant team recommended a complete organizational restructure that was crafted around core business segments and did not increase overall headcount

For over twenty years, the City of Plano had made significant investments in providing public access to high-quality and diverse cultural experiences that include performance art, visual fine art, community celebrations, and commercial entertainment.

The Arts & Events Division that managed these cultural arts facilities and produced the city's large-scale festivals was struggling to keep up with their ever changing duties and ad-hoc responsibilities. It was clear that their organization after operating for twenty-years without a strategic growth plan was in dire need of recalibration. Their commitment to "making things happen" was a magnet for increased responsibilities and scope. But growing out of necessity rather than intentionality left the Division vulnerable to reactionary management practices and no strategy for scaling in the future.

TheatreDNA conducted numerous interviews with the Division's staff and city leadership and reviewed all of their operational documentation. The findings revealed an organization that was in desperate need of restructuring to be able to handle their core lines of business which included venue management, special events and community engagement, and cultural arts programming. And they also needed the permission to remove areas of responsibilities that did not fit within those core segments like overseeing the citywide volunteer program.

The restructuring strategy was well received and adopted because it did not increase headcount, and it allowed the Division to properly operate at scale and with focus.



MISSION VIEJO

Mission Viejo, CA

Owner: City of Mission Viejo

Consultants: Benton Delinger, Teresa Koberstein, Alex Hargis, Michael Ferguson

Services: Feasibility, Business and Operations Planning, Cost Estimation

Venues: Community Center, Potocki Center for the Arts, Civic Center, Library

Event Types: Local arts groups, regional touring, concerts, symphonic, exhibitions

Project Dates: July. 2023-Feb. 2024

Client Contact:

Genesis Hansen
Director of Library & Cultural Services
ghansen@cityofmissionviejo.org
949-470-3076

Mission Viejo is a bedroom community of 94,000 located in the Saddleback Valley in South Orange County. The city has been historically well known for its sports culture and tourism, having produced multiple Olympians and their impressive array of training facilities for youth sporting events and competitions. In 2016, the City commissioned an arts and culture master plan so they could begin balancing capital investments into this sector. The outcomes of this study included the creation of the Potocki Center for the visual arts and the creation of a new Cultural Arts division that was added under the Library Department.

TheatreDNA was hired to conduct the next phase outlined in the master plan, which was a feasibility study for a theatre and the development of performing arts at large within the community. The study consisted of community engagement events and a survey that received nearly a 1,000 response as well as one-on-one stakeholder interviews with local art groups, civic leaders, and administrators from Saddleback College and the Saddleback Valley USD. Additional research included a market study, competitor profiles, venue benchmarking, and site analysis of eight locations.

The conclusion of the study found that Mission Viejo could carve out a niche in the highly competitive market of Orange County with a 600-seat performing arts center that was owned and operated by the City. But for their first step, TheatreDNA recommended a smaller 300-seat flexible theatre with an art gallery be developed from a vacant shopping center to reduce the initial capital investment, activate the downtown core, and allow the City to slowly build up its new performing arts division.



CITY OF WACO

Waco, TX

Owner: City of Waco / Creative Waco

Consultant: Teresa Koberstein

Services: Feasibility, community engagement, benchmarking, business and operations planning, financing strategy

Recommendation: 1,500-seat proscenium theatre, flexible multipurpose room, and media/broadcast studio

Event Types: Local arts groups, national touring, concerts, Broadway, private events

Outcomes: Plan was adopted, and the Center is currently being designed by OMA

Waco, Texas is a dynamic city with several performing arts organizations including the Waco Civic Theatre, Waco Symphony Orchestra, dance studios and the programming emanating from Baylor University. There are many independent artists and a host of other organizations working in non-traditional arts spaces and clubs. Creative Waco is a unifying force within the community and offers a strong advocacy effort for all arts organizations and artists. Creative Waco, in conjunction with the City of Waco, commissioned a feasibility study to determine the viability of a new performing arts center within the Texas market and how it would operate.

The operating model recommended for the future facility was one built around serving the community of Waco's needs, including an internal incubation of local arts as well as a global cultural exposure. Recommended programming for the facility included a robust presenting series of bringing in touring product like Broadway, an arts education program, a work-study partnership with nearby Baylor University, community partner events, and private rentals.

Proposed governance models included a non-profit owned and operated model and a non-profit owned / venue management company operated. In either scenario, operating pro forma projections estimated a revenue to expenses gap close to \$1M. Financing and taxing strategies were researched across benchmarked facilities to provide funding solutions for this gap. Overall, the project held viability within the marketplace as well as local demand.



TOWN OF WHEATON

Montgomery County, MD

Owner: Montgomery County

Consultant: Teresa Koberstein

Services: Feasibility Study

Recommendation: Create a Community Cultural Center for arts incubation

Event Types: Multi-media, visual arts, performing arts, live music, arts education, and culinary arts

Outcomes: Montgomery County incorporated recommendations into the next design phase, including space planning and architectural design

In February 2018 Montgomery County engaged Teresa Koberstein and Victor Gotesman to undertake a feasibility study to analyze the need for a potential arts facility in the demographically diverse community of Wheaton, Maryland, population 50,000. They were tasked with learning how to program an arts space that would serve a nascent but growing arts community while catering to the needs of a demographically diverse community, and complete with operating structure and financial model.

A material review of all previous community plans and studies were conducted along with an analysis of national audience participation data and local economic impact to understand key motivations and likelihood of arts participation in Wheaton. Significant community engagement was conducted, including 44 interviews with artists, arts leaders, business owners, government officials, and community members; two focus group discussions; town hall meetings; two digital surveys in Spanish and English; and more than a dozen site visits to local venues.

Ultimately, our research and community feedback pointed to a deep need to serve the racially and ethnically diverse community of Wheaton, as opposed to catering the facility to a few strong arts organizations. This requires an operating plan and team specializes in arts incubation and programming a broad mix of arts activities that identify with the community.



COPPELL ARTS CENTER

Coppell, TX

Owner: City of Coppell

Consultant: Alex Hargis

Services: Business and Operations Planning, Owner's Representation, Competitor Analysis, Executive Management

Venues: 400-seat proscenium theatre, 196-seat Wilson Theatre black box, performance plaza

Event Types: Local arts groups, national touring, concerts, private events, education

Alex Hargis was the Managing Director for the Coppel Arts Center and was responsible for all facility start-up preparations, including establishing organizational structure, governance, programming, staffing and operations. The complex included a 400-seat proscenium theatre and a 196-seat black box theatre. The affluent bedroom community of 44,000 residents wanted a cultural venue with premium amenities, accessible pricing, and provided high-quality services close to home. With this as the baseline, a business plan was crafted with three core pillars: the facility should honor and incubate local artists; it should raise the quality of life for the citizens; and it should be an economic catalyst for the Old Town development in which the venue was located.

Programming at the Center included non-equity touring Broadway, national and regional music acts, co-productions with Dallas regional performing groups, community theatre, and curated exhibitions. Completed through the pandemic, the Center was opened in the Fall of 2021 with Broadway legend Kristin Chenoweth. The Center was awarded "Best Live Theater Venue" in 2022 and 2023 in the Dallas Morning News' People's Choice Awards.



NITA MUKESH AMBANI CULTURAL CENTRE

Mumbai, India

Owner: Reliance Industries

Consultant: Benton Delinger

Services: Operations Planning, Vice President of Construction and Operations

Venues: 2,000-seat grand theatre, studio theatre, black box theatre, and a four-story visual arts gallery

Event Types: Local art groups, international tours, Broadway, exhibitions, private events

Outcomes: The facility had a month-long grand opening sequence on a global stage and was hailed as the first professional performing arts center in all of India

Meticulously designed for immersive experiences, every performance at The Grand Theatre is magical, thanks to a combination of a world-class integrated Dolby Atmos Surround Sound System and Virtual Acoustic System, ingenious seating arrangement and a special programmable lighting system. The latter is enhanced by 8,400+ Swarovski crystals that create a unique yet multidimensional experience.

Staying true to the founder's vision of "Bringing the Best of India and the World", the size of the theatre's stage is designed to host major traveling productions and touring houses from anywhere across the globe.

The most technologically advanced theatre in India, The Grand Theatre has a capacity of over 2,000 seats across three levels and is designed to bring people together. While each viewing experience is designed to be unparalleled, the 18 Diamond Boxes add an extra layer of exclusivity with luxury suites and dedicated food and beverage services.

In addition to his daily responsibilities overseeing the performing arts construction process as VP of Construction, Benton led all production operational efforts for India's first commercial performing arts center and advised the executive management of Reliance Industries on how to successfully run a performance venue with a touring commercial model. He also oversaw all production staffing, production systems procurement and installation, facilities, custodial security, front of house, and the food and beverage program implementation.



COLBURN CENTER

Los Angeles, CA

Owner: Colburn School of Music & Dance

Consultants: Benton Delinger, Alex Hargis, Teresa Koberstein

Services: Market Research, Competitor Analysis, Executive Search, Business and Operations Planning, Opening Sequencing

Venues: 1,000-seat concert hall, 350-seat studio theatre, 430-seat concert Hall, 189-seat recital hall, 100-seat audition hall

Event Types: Educational events, LA performing art groups, commercial touring, private rentals

In 2024, the Colburn School of Music & Dance broke ground on a new campus expansion, the Colburn Center. The new complex will include a 1,000-seat concert hall designed by Frank Gehry and acoustics by Nagata, a large studio theatre for dance and other presentations, a multiple other education support rooms and special event spaces. Up until that moment, the organization had operated as a traditional academic institution, utilizing its existing performance spaces for educational events like auditions, recitals, and showcases--not ticketing or charging admission. The result was an operating and business model built with a curatorial mindset. With the opening of this new world-class facility, the organization knew they had to evolve.

TheatreDNA's team of strategic business and operations specialists were asked to help transition the academic institution into a robust educational presenting entity capable of running this new business enterprise. In order to accomplish this task, the consultant team had to immerse themselves within the organization to absorb its culture, gauge capabilities, and understand the driving values. This was key because the new Colburn Center would still play a significant role in student development but was also expected to be a landmark cultural venue for the citizen of Los Angeles.

Scope of work included executive coaching, strategic business planning, financial analysis and pro forma generation, market research, ticketing and venue management software procurement and implementation, workflow systems design, reorganization consulting, new business unit on-boarding, and artistic programming planning.

CLIENT REFERENCES

Mark Herrier

Executive Director
Lompoc Theatre

Project: Strategic Business Planning

Description: Business planning for a capital campaign to renovate a historic theatre

✉ markh@lompoctheatre.org

☎ 805-400-7145

Denise Helbing

Arts Center Manager
City of Lewisville, Texas

Project: Grand Theatre Studies

Description: Expansion feasibility study followed by a renovation and operations study

✉ dhelbing@cityoflewisville.com

☎ 972-219-8478

Jason Fehrm

Arts & Events Superintendent
City of Plano, TX

Project: Business Operations Study

Description: Strategic business planning and organization realignment

✉ jasonf@plano.gov

☎ 972-941-5610

Allan Rice

City Administrator
City of Hoover, Alabama

Project: Feasibility Study

Description: Business operations planning and market study for new performing arts center

✉ arice@hooveralabama.gov

☎ 205-444-7541

Bob Wingenroth

City Manager
City of Surprise, AZ

Project: Strategic Business Planning

Description: Facility assessment and business plan for the Vista Center for the Arts, including a new presenting division

✉ bob.wingenroth@surpriseaz.gov

☎ 623-222-1000

Sel Kardan

CEO
Colburn School of Music & Dance

Project: Strategic Business Planning

Description: Assisting leadership launch a professional presenting business unit and open a 1,000-seat concert hall

✉ skardan@colburnschool.edu

☎ 213-621-1000



BENTON DELINGER

Co-Founding Principal
Project Director

EDUCATION

Bachelor of Fine Arts - Webster University, St. Louis, Missouri

Certificate - Pacific Conservatory of the Performing Arts

AFFILIATIONS

American Society of Theatre Consultants, Member, (ASTC)

FAVORITE PROJECTS

The Music Center at Strathmore
North Bethesda, Maryland

AT&T Performing Arts Center, Dee and Charles Wyle Theatre Dallas, Texas

Complexo Cultural Luz
São Paulo, Brazil

Nita Mukesh Ambani Cultural Centre
Mumbai, India

New World Center
Miami Beach, Florida

Stavros Niarchos Foundation Cultural Center
Kallithea, Greater Athens, Greece

WRITING / CONFERENCES

International Theatre and Architecture Conference

World Architecture Day

North American and International Theatre Engineering and Architecture Conference

Contributing author to *Theaters 2: Partnerships in Facility Use, Operations and Management*.

Benton Delinger is a veteran theatre consultant with specializations in theatre design, venue operations, owner's representation, and project management. He co-founded TheatreDNA along with Michael Ferguson after nearly 25 years of working for the world's oldest theatre consulting firm. His principle role at TheatreDNA is leading the firm's Strategic Planning & Operations division, utilizing his recent experience serving as the owner's representative for the construction, opening, and operation of India's first professional performing arts center, the internationally acclaimed Nita Mukesh Ambani Cultural Centre in Mumbai.

Before making the transition to theatre consulting, he spent eight years as the production manager for the San Jose Repertory Theatre. While at the San Jose Rep, he worked as the Rep's project manager and owner's representative during the design and construction of their new theatre and production facility. Additionally, his cumulative 20 years of theatre production experience included work at several professional and regional theatres including the Denver Center for the Performing Arts, and PCPA TheatreFest.

A partial listing of Benton's signature consulting projects and strategic planning studies:

- City of Corona, Feasibility Study, Corona, California
- City of Mission Viejo, Feasibility Study, Mission Viejo, California
- City of Plano Arts & Culture, Business Operations Assessment, Plano, Texas
- Lompoc Theatre, Strategic Business Planning & Feasibility Study, Lompoc, California
- Nita Mukesh Ambani Cultural Centre, Mumbai, India
- Allegheny College, Vukovich Center for Communication Arts Meadville, Pennsylvania
- American Airlines Theatre, New York, New York
- Chicago Shakespeare Theater, Navy Pier Chicago, Illinois
- Collin County Center for the Arts, Collin County, Texas
- Goodman Theatre, Chicago, Illinois
- Pittsburg State University, Bicknell Family Center for the Arts, Pittsburg, Kansas
- Williams College, '62 Center for Theatre and Dance, Williamstown, Massachusetts

Benton's work process, understanding, and creativity has also been informed by working extensively and repeatedly with some of the most influential and distinctive architectural design firms in the world, including Gehry Partners, Renzo Piano Building Workshop, Ennead Architects, Office for Metropolitan Architecture, Pelli Clarke Pelli Architects, Foster + Partners, REX Architecture, and Herzog & de Meuron, among others.



ALEX HARGIS

Principal
Operations Specialist
& Market Analyst

EDUCATION

Bachelor of Art and Performance - University of Texas at Dallas

Venue Management School graduate - IAVM

Certified Trained Crowd Manager - IAVM

Certified Meeting Professional - Convention Industry Council

Leadership Arts Institute Graduate - Business Council for the Arts

AFFILIATIONS

International Association of Venue Managers Member (IAVM)

AWARDS

Venue Excellence Award - AT&T Performing Arts Center (IAVM)

WRITING / CONFERENCES

2019 USITT Conference Panelist

Venue Professional Magazine

2022 IAVM Region 7 session panelist

Alex Hargis is a venue management executive with nearly twenty years' experience in event operations, performing arts management, and brand development. His responsibilities at TheatreDNA include performing arts operational consulting and owner's representation services. He also leads the firm's marketing and business development efforts.

Alex is a member of the International Association of Venue Managers, a former Certified Meeting Planner, and a recipient of IAVM's Venue Excellence Award. He served on the opening team for the AT&T Performing Arts Center in Dallas overseeing the Dee & Charles Wyle Theatre, one of the world's most technologically advanced theatres and AIA Building of the Year recipient. During his tenure, Alex led the events department which managed over 900-functions a year across four venues and served as the executive producer and operations director for the annual "Reliant Lights Your Holidays" festival and the regional biennial "AURORA" exhibition-festival respectively.

Most recently, Alex served as the Managing Director for the Coppell Arts Center, a municipal-owned performing arts center which opened in the midst of the 2020 pandemic. He oversaw the project from groundbreaking through grand opening, in charge of strategic business planning, programming, operations, and leadership management. The 30,000 sq ft. facility designed by CORGAN included a 440-seat auditorium, black box theatre, outdoor performance plaza, and multi-purpose meeting and banquet rooms.

Before joining TheatreDNA, Alex served as the Executive Director for the Historic Downtown Plano Association and as the CEO of an experiential event marketing agency.

While at TheatreDNA, his project portfolio includes the following:

- City of Mission Viejo, Feasibility Study, Mission Viejo, California
- City of Corona Feasibility Study, Corona, California
- University of Alabama Bryant Conference Center Renovation Study, Tuscaloosa, Alabama
- Columbia River Cultural Arts Foundation Feasibility Study, Washougal, Washington
- Lompoc Theatre Project, Strategic Business Planning & Feasibility Study, Lompoc, California
- Colburn School, Concert Hall and Dance Theatre, Los Angeles, California
- City of Plano Arts & Culture, Business Operations Assessment, Plano, Texas
- Lewisville Grand Theater, Feasibility Study, Lewisville, Texas
- Orange County Music & Dance, Feasibility Study, Irvine, California
- Westridge School for Girls Lighting Renovation Study, Pasadena, California
- Victoria Theatre Lighting Renovation for Dayton Live, Dayton, Ohio
- The Ebell of Los Angeles Renovation, Los Angeles, California
- Charleston Heights Study, Las Vegas, Nevada



TERESA KOBERSTEIN

Consultant
Assembly Arts

EDUCATION

Bachelor of Arts, Theatre Arts & Film Certificate
from University of Oregon, Eugene

Master of Nonprofit Management from Regis
University, Denver, CO

Certificate of Creative Placemaking from the
New England College Institute of Art & Design,
Manchester, NH

"Value of Culture," Center for Research in Arts &
Economics (CREARE), Amsterdam, Netherlands

"The Abdul Latif Jameel Poverty Action Lab
Executive Training: Evaluating Social Programs"
MIT Open Courseware, Online

AFFILIATIONS

Creative Placemaking Communities
Association of Cultural Economics International
American Evaluation Association

CONFERENCES / TEACHING

Presented Paper: "Strengthening Nonprofit
Arts Organizations," 16th Annual International
Conference for Cultural Economics (ACEI),
Copenhagen, Denmark

Moderated Panel: "Media, Community, and
Conversation," Oregon Arts Summit, Portland

Teresa Koberstein is a forward-thinking analyst based in Portland, Oregon who can ensure your creative development work is backed by solid research. Teresa weaves ten years' experience as a finance director in the design sector with a deep background in research, work as a theater artist and administrator, and over 15 years' service in the nonprofit sector. Drawing inspiration from her background in a collaborative and improvisational theatre practice, Teresa is enthusiastic about working with clients to undergo a planning process that is unique to the needs of your community.

In collaboration with Victor Gotesmen Performing Arts Facilities Planning:

- City-wide Venues Feasibility Study, City of Hoover, AL
- New Venue Feasibility Study, PUSH Dance Company, San Francisco, CA
- Business + Operational Planning, Jewish Community Center, Denver, CO
- City-wide Venues Feasibility Study, Creative Waco + City of Waco, TX
- Business Model Expansion Project for Chandler Pavilion, Music Center, Los Angeles, CA
- Business + Operational Planning, Denver Performing Arts Complex, Denver, CO
- Colburn School Expansion, Los Angeles, CA
- Venues Feasibility Study, Montgomery County Planning Department, Wheaton, MD

Teresa Koberstein led projects through Assembly Arts:

- Creative Programming + Business Plan for Wareham Opera House, Manhattan, KS
- Feasibility Study for Film/Music Soundstage at Expo Center for Oregon Department of Film
- Creative Placemaking Report for Open Signal, Portland, OR
- New Venue Development & Financial Analysis Project for The Circus Project, Portland, OR
- Financial Analysis Project for Dance Wire & Members, Portland, OR
- SpaceFinder Cultural Asset Mapping Project, Portland, OR

In collaboration with AD Hamingson & Associates:

- Capital Campaign Planning for Lake Placid Center for the Arts
- Strategic Plan for Lake Placid/North Elba Historical Society, New York
- Strategic Plan & Facility Renovation Feasibility Study for Lake Placid Center for the Arts
- Community Engagement Report for Classical Theatre of Harlem, New York, NY

Selected work for previous firms includes:

- Grantmaking Analysis, New York State Council of the Arts through Lord Cultural Resources
- Rural Theatre Facility Developments Research, Webb Mgmt Services, Henderson, NC
- Innovative Taxing Policies for Subsidizing Cultural Activities, Webb Mgmt Services
- Cultural Planning Research Project, Fractured Atlas, New York, NY



ANDREW SIMS

Senior Consultant
Convention Center Operations

EDUCATION

Business Administration & Management
Illinois Central College
Peoria, IL

Business Administration & Management
Devry Institute
Addison, IL

Public Assembly Facility Management School at
Oglebay, IAVM - 2013

Senior Executive Symposium, IAVM

GBAC Trained Technician, Global Biorisk
Advisory Council

OSHA-30 Hour Certification

OSHA-10 HR Certification

Certified Ice Technician

AFFILIATIONS

International Association of Venue Managers
Professional Member / Region 6 Director

Andrew Sims is a veteran venue operations leader with nearly 30 years of experience managing some of the country's most complex convention and event facilities. He currently serves as the Assistant General Manager of the Kay Bailey Hutchison Convention Center Dallas (KBHCCD), where he oversees daily operations, staff management, capital improvement planning, and client service delivery. In this role, Andrew ensures the 1 million square foot facility operates at peak efficiency while hosting a diverse range of high-profile conventions, exhibitions, and entertainment events.

Before taking on the AGM role at KBHCCD, Andrew served as Director of Operations under Spectra Venue Management, where he helped shape operational best practices and implemented strategic upgrades to facility infrastructure. His earlier leadership positions include management roles at the Greater Richmond Convention Center in Virginia, the Albuquerque Convention Center in New Mexico, and the Peoria Civic Center in Illinois. Across each of these venues, he played a central role in developing operational systems, improving guest experience, and strengthening safety and maintenance protocols.

Andrew brings particular expertise in large-scale logistics, team leadership, vendor coordination, and preventative maintenance programs. He is adept at managing multidisciplinary teams and aligning day-to-day operations with long-term strategic goals. His reputation as a detail-oriented, solution-driven leader has earned him recognition for successfully balancing operational efficiency with exceptional client satisfaction, especially under the demands of multi-venue campuses and dynamic event schedules.

Dedicated to continuous improvement, Andrew remains actively engaged in the venue management and live events industry, often collaborating with municipal agencies, tourism bureaus, and private partners to enhance the economic impact of public venues. He is committed to elevating KBHCCD's position as a premier national destination and driving innovation in how convention facilities serve communities and clients alike.

THEATRE DNA

mytheatredna.com | Los Angeles, California



Commission Meeting Date: September 2, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Revise and Extend current Electric Supply Contract

From: Greg Doyon, City Manager

Initiated By: Greg Doyon, City Manager

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

Action Requested: Consider awarding an extension to the current electricity supply contract for the City of Great Falls

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (authorize/not authorize) the city manager to execute necessary supply agreements with Guzman Energy for electricity supply to the City of Great Falls, upon consultant’s recommendation of a competitive rate and formal proposal received, and extend the agreement period through (June 30, 2028 /or/ June 30, 2030).”

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

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

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

The motion above gives the City Manager the authority to execute a blend and extend agreement with Guzman when the City receives a revised and firm proposal on the rates. The City Manager will not sign the agreement unless it meets consultant recommendations and provides for a competitive rate. While the consultant has received indicative rates, a formal proposal will be received and presented to the City Manager on Wednesday September 3, 2025.

Background: During the City Commission meeting on June 17, 2025, Manager Doyon presented a proposal to “blend and extend” the current contract with Guzman Energy. The Commission authorized

the City Manager to execute necessary supply agreements with Guzman Energy for electricity supply to the City of Great Falls and extend the agreement period by three years, based on the indicative pricing rates. After receiving the firm proposal from Guzman Energy, Jim Morin with PowerGas Corporation determined the rates were not favorable for the City to execute the agreement at that time.

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

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

Evaluation and Selection Process: The consultant already received indicative energy rates from Guzman. A firm proposal from Guzman is anticipated within the week.

The latest update on the power prices in the past several weeks shows a change to the advantage of the City. The transactional number could be near the \$69 range extended from October 1 2025 to June of 2028 or slightly lower. Its possible depending of course on the markets but if that number holds, the City could realize nearly a \$6 reduction in their current price of \$74.75.

The Commission could choose to extend the existing contract from December 31 of 2026 to June 30th of 2028 or June 30th of 2030.

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

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

Current comparisons show that the City's energy supply rate is slightly better than the regulated utility's rate. However, transmission costs — the fees charged to move electricity across the grid — are higher for the City because of how those rates are calculated on the open market. Even so, locking in a rate at or near the current \$69 price could allow the City's total electric rate to match or even beat the utility's standard rates over time, especially if utility prices continue to rise.

Fiscal Impact: Staff recommends a three-year term on the blend and extend contract. Savings is approximately \$140,000 for the term, but more importantly, the extension provides the City with 1) predictability, 2) rate stability, and 3) potential savings from the default supplier.

In following with past proposal from the June 17th meeting, if the Actual MW rate to be determined is within indicative range, the City Manager will execute the extension, if not the City Manager will not sign the agreement.

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

Attachments/Exhibits:

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

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

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

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

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

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

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

LIGHTING SERVICES CHARGES

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

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

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

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

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

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

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

<div>QR CODE</div> <div>30K</div> <div>NWE LED CODE / LIGHTING DISTRIBUTION TYPE</div> <div>J = 400 WATT HID EQUIVALENT</div> <div>3 = TYPE III</div> <div>LED COLOR TEMPERATURE 30K NWE STANDARD 2700 K for Cobrahead 70 W & 100 W HPS equivalent new.</div> <div>QR CODE - Manufacturer Name, Fixture Type, Actual Wattage, Light Color Temperature, NWE LED Code, Distribution Type</div>	<div>LED PATTERN II, III & V</div> <div>Type II - ASYMETRIC LIGHTING DISTRIBUTION. Only used in 100W HPS Equivalent LED Cobraheads in certain areas (like Bozeman) with Dark Sky</div> <div>100W HPS 1FD Cobrahead</div> <div>Type II</div> <div>Type III - ASYMETRIC LIGHTING DISTRIBUTION. Typically roadway and parking lot applications. NWE Standard offering Type III fixture: Roadway/Cobrahead Shoebox Acorn Lexington</div> <div>Type III</div> <div>Type V - SYMMETRIC LIGHTING DISTRIBUTION. Typically used for area lighting applications or for yard light applications. NWE Standard offering Type V fixtures are: Yard Light Contemporary Lawn Light</div> <div>Type V</div>			<div>STANDARD FIXTURE TYPES (STYLES)</div> <div>ACORN</div> <div>COBRAHEAD</div> <div>CONTEMPORARY</div> <div>LAWN LIGHT</div> <div>LEXINGTON</div> <div>PENDANT</div> <div>SHOEBOX</div> <div>UTILITY FLOOD</div> <div>YARD LIGHT</div>
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Commission Meeting Date: September 2, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Water Service Line Replacement and Temporary Access Agreement for SRF Loan Funded Lead Service Line Replacement; OF 1776.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Approve and Authorize Public Works Director to Execute Agreement

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) the form and the terms of the Water Service Line Replacement and Temporary Access Agreement and (authorize/not authorize) the Public Works Director to enter into said agreement with individual property owners to carry out the activities associated with identifying and replacing the Lead or Galvanized Service Lines and Associated Work as required by the EPA Lead and Copper Rule Improvements.”

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

Staff Recommendation: Approve Agreement and authorize Public Works Director to execute the Agreements.

Summary: Staff is proposing to implement an estimated \$300,000 Lead Service Line Replacement Pilot Project. The Project is to be funded by the Water Fund via a Department of Natural Resources and Conservation (DNRC) State Revolving Fund (SRF) loan with 60% principal forgiveness. The Agreement is necessary for the City’s authorized agents to replace lead and galvanized water service lines as mandated by the Environmental Protection Agency (EPA).

Background: Since 2022, bi-annual Work Sessions have been conducted by Staff to publicize the requirements of the EPA’s Lead and Copper Rule Revisions and Improvements. One of the requirements is mandatory replacement of Lead and Galvanized water service lines. In May of 2023, Staff recommended an estimated \$300,000 Lead Service Line Pilot Project to replace up to 20 lead and galvanized service lines utilizing funds from the Bi-Partisan Infrastructure Bill. The funds are available through the SRF loan program with 60% principal forgiveness.

On the October 3, 2023 Contracts list, the Commission approved a Professional Services Agreement with AE2S for SRF loan assistance, homeowner coordination assistance, design, and construction management

services for the Pilot Project. Subsequent conversations with the DNRC revealed that City funds are required to reimburse the remainder of the loan after forgiveness instead of Community Development Block Grant (CDBG) or property owner funds.

On September 19, 2023, the Commission adopted Resolution 10530, which allows the Water Fund to be reimbursed for costs of improvements of the Project. At work sessions on September 17, 2024 and May 20, 2025, Public Works staff presented that the City would move forward with the Pilot Project using ratepayer funds via the Water Funds. If this Commission Action is approved, the Commission will be approving and authorizing the use of the Water Fund to reimburse the Project.

Staff is requesting approval of the form, terms of the Agreement and authorization for the Public Works Director to execute the Agreement for the City's authorized agents to replace lead and galvanized water service lines. AE2S collaborated with Public Works and Legal staff to compose the Agreement. The signed Agreement is necessary to meet Site Title Opinion requirements for work that occurs on private property. The DNRC and Department of Environmental Quality (DEQ) will require landowner agreements for property access.

Fiscal Impact: There will be no immediate fiscal impact from the approval and execution of the Agreement. The Water Fund will be used to fund the Pilot Project with partial SRF loan forgiveness.

Alternatives: The City Commission could vote to not approve the form and the terms of the Agreement and not authorize staff execution of the Agreement. This would result in City staff working towards other means of legal access to private property for mandated service line replacements under the EPA's Lead and Copper Rule. This would also delay or cause staff to not move forward with the Pilot Project.

Future Consideration: A future motion to award a construction contract for the Project will finalize the Project costs as well as authorize the issuance and fix the terms and conditions of the DNRC loan. The SRF funds are available for a limited time, and this proposal does not include utilizing the Water Fund for any additional service line replacements beyond the 20 lines for the Pilot Project. This Agreement is required for SRF loan eligibility of the Pilot Project, as well as future Environmental Protection Agency (EPA) mandated replacement of lead and galvanized service lines, should the City choose to replace more.

Attachments:

1. Project Summary Sheet
2. Water Service Line Replacement and Temporary Construction Access Agreement

PROJECT SUMMARY SHEET:
LSLR Pilot Program, O.F. 1776.1
FY 2024-2026 Capital Improvement Plan
Current as of: September 2, 2025

Description: Project consists of replacing up to 20 lead or galvanized water service lines with copper, with State Revolving Fund (SRF) loan with 60% principal forgiveness and remaining 40% funded by the utility fund (ie rate payer)

Justification: Environmental Protection Agency (EPA) instituted a new primary drinking water regulation. This rule requires identification and replacement of all active lead, galvanized, or unknown service lines. Pilot project will allow a more efficient program for mandated replacements to be in place.

Scope: Up to 20 lead or galvanized service lines replaced at various addresses in the city based on identification through inventory.

Added to CIP: 1st half FY2024

CIP Timeline: Construction prior to June 30 2026

Cost:

- CIP programmed cost/FY: \$300,000/FY24 \$240,000 Extended to F25/FY26
- Current Working Estimate: \$300,000
- Awarded Cost: \$TBD
- Final Cost: TBD

Funding Source(s): Utilities (WaterFund, with 60% SRF loan forgiveness)

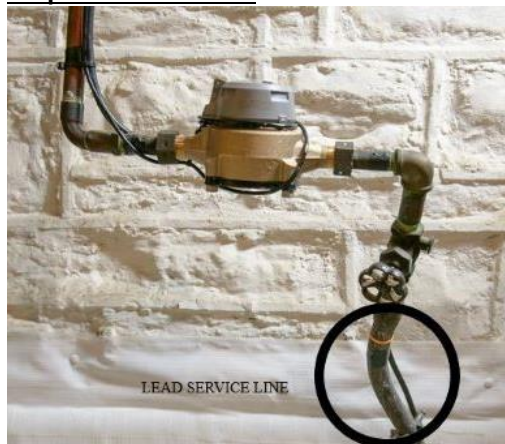
Planned Execution Method: Design-Bid-Build

Planned Construction FY: FY26

Current Project Stage (Estimated Completion Date): Design (Winter 2025/26), Construction (2026), Warranty (2028)

- Design Method: Consultant
- Contractor: TBD

Map & Site Pictures:



Lead



A dull, silver-gray color that is easily scratched with a coin. Use a magnet - strong magnets will not cling to lead pipes.

Galvanized



A dull, silver-gray color. Use a magnet - strong magnets will typically cling to galvanized pipes.

Copper



The color of a copper penny.

Plastic



White, rigid pipe that is joined to water supply piping with a clamp.

WATER SERVICE LINE REPLACEMENT AND TEMPORARY ACCESS AGREEMENT

This Replacement and Temporary Access Agreement (the “Agreement”), is made and entered into between _____ (“Owner”),
_____ (Address); and the City Of Great Falls, Montana (“City”), a Montana municipal corporation, P.O. Box 5021, Great Falls, Montana 59403.

RECITALS:

- A. Owner is the record owner of certain real property in the City located at the following address:
_____ (the “Property”).
- B. Based on City records, the water service line, lines, or portions thereof, servicing the Property likely contains lead or is constructed with galvanized steel (the “L/G Service Line”). A water service line is an underground pipe that brings water from the water main in the public right of way and connects to the plumbing on or to Owner’s Property.
- C. Although the water provided by the City does not evidence the presence of lead, lead can infiltrate water as it moves through the customer-owned private L/G Service Line.
- D. Owner has either 1) requested that the City and/or the City’s employees, agents, business invitees, contractors, and licensees (collectively, the “Permitted Users”) enter upon the Property to replace the L/G Service Line, or 2) executed the Refusal Of Lead/Galvanized Service Line Replacement on page 5 of this Agreement.
- E. Owner understands that to replace the L/G Service Line, the Permitted Users will need to enter upon portions of, or structures on, the Property, (the “License Area”), including, without limitation, yards, sidewalks, boulevards or parkways, driveways, houses, garages, and/or outbuildings, for purposes of removing existing L/G Service Line(s) and installing new replacement service line(s). The License Area includes any subsurface area beneath the surface of the ground. Permitted User’s work will involve digging with heavy machinery and by hand and stacking or staging of materials and may at times result in considerable disturbance to soils, trenching, piling of dirt, removal of improvements and landscaping, and significant levels of noise.
- F. To enable the City to cause the work to be performed, Owner desires to grant to the City and the Permitted Users a license on the terms and conditions set forth in this Agreement.

TERMS:

In consideration of the foregoing and the mutual covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Ownership. Owner represents and warrants to City that Owner owns recorded fee title to the Property.
2. Payment. City shall cover cost of L/G Service Line replacement from water main tap to its first fitting, water meter, or acceptable pipe material, to the best extent practical as determined by the City, inside a house, garage, and/or outbuilding served by such L/G Service Line.
3. Grant of License. Owner hereby grants to the City and the Permitted Users a non-exclusive license to access and enter the License Area for all necessary and appropriate activities to replace the L/G Service Line, including, without limitation, access on foot and with machinery and equipment for the purposes of removing L/G Service Line and installing new lines or portions thereof and undertaking any other activity relating to replacing the L/G Service Lines and associated work (the "License"). The License is granted for the benefit of the City and the City's Permitted Users.
4. License Rights and Restrictions.
 - a. All Permitted Users shall have the non-exclusive right to use the License from the date of this Agreement until the work is complete.
 - b. City, through the Permitted Users, shall repair and restore Owner's landscaping, fencing, surface concrete, patios, stoops, decks, and other non-relocatable hardscape improvements to a condition substantially similar to that existing prior to use of the License, recognizing that replacement may not exactly match conditions prior to L/G Service Line replacement, considering the commercial availability of items and wear and tear on areas of the Property affected by replacement. All such Restoration work must be completed by the termination date of the License.
 - c. Prior to commencement of the L/G Service Line replacement work, Owner will dig up plants it desires to preserve and remove them from the License Area. City shall restore exterior to the original ground-surface elevation and provide sod or reseedling of grass, generally within a four-month time frame after work is complete, or in the following spring if the replacement work is completed in the winter.
 - d. Owner shall disclose to City and any Permitted User all non-apparent, concealed, or buried hazards or defects within the License Area, including, without limitation, electrical or irrigation systems, buried tanks or other obstructions, rubble, old fencing, compromised foundation systems, etc. The City's Permitted User, will contact Montana 811 to request the location of underground facilities in the License Area.
 - e. Owner understands the L/G Service Line replacement work will remove the source of lead or galvanized material. The City shall not replace additional lead or galvanized sources which may exist inside the home or structure or elsewhere on Owner's Property, which remains Owner's responsibility. The City recommends that the Owner consult a licensed plumber to identify other lead or galvanized sources and request separate quotes for replacement.

- f. As needed and in the City's discretion, City will provide water quality test kits to Owner for up to four months following pipe replacement to identify if the water has elevated lead levels. City will provide point-of-use water filter and replacement filters for up to six months post-replacement. City will provide flushing instructions post-replacement. Owner is responsible for correctly conducting post-replacement filtering and flushing.
 - g. Owner is responsible for any negligence on its part or for the negligence of any persons living at or visiting the Property. City or a Permitted User is responsible for its negligence for work performed under this Agreement.
 - h. Owner, or an adult representative of Owner, must be present at the Property at the scheduled time and date of the L/G Service Line replacement. Owner agrees to provide reasonable, safe, lighted and accessible space to the water meter and L/G Service Line where it enters home and/or building to allow L/G Service Line replacement to its first fitting, water meter, or acceptable pipe material, to the best extent practical as determined by the City. If the entrance of the L/G Service Line into the residence is located behind a finished wall or finished floor, Owner is responsible for removing obstruction prior to work commencing. Restoration of interior disturbed areas necessary to remove obstructions will be the Owner's responsibility upon completion of installing the new service line.
 - i. Owner agrees to follow filtering and flushing instructions provided by the City following replacement to remove any remaining particles and/or debris within the system. Maintenance of the service line from the water main to the property and interior plumbing remain the responsibility of the Owner.
5. Associated Improvements. If any associated improvements are needed because of the replacement of the L/G Service Line, for example and without limitation, installation of an expansion tank or any other improvements, Owner shall be solely responsible and at Owner's expense for the performance of such associated work and improvements.
6. General Provisions.
- a. Term. This Agreement shall continue in effect until the date on which the Permitted Users have completed installation of the new water service line or lines; provided, however, City may terminate this Agreement by written notice to Owner if the Property has existing conditions that prevent the L/G Service Line replacement, Owner prohibits access to the License Area by Permitted Users, or Owner fails to attend meetings or appear at appointments.
 - b. Recording. This Agreement shall not be recorded in the property records of the Cascade County Clerk and Recorder.
 - c. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.
 - d. Amendment. This Agreement may not be modified or amended except by the written agreement of the parties.
 - e. Governing Law. This Agreement shall be governed by and construed in

accordance with the laws of the State of Montana.

f. Owner Information. Owner must complete the following:

Phone number to call to schedule installation: _____

Owner Email Address: _____

7. No Property Rights. This License does not create any legal real property right or interest in the Owner's Property on behalf of the City.
8. Severability. If any term or provision of this Agreement is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this License did not contain the particular term, condition or provision held to be invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

Owner(s):

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

City:

CITY OF GREAT FALLS, MONTANA

By: _____

Title: _____

Date: _____

Two copies of this Agreement are provided for signature. If replying by email (preferred method), sign one copy of this Agreement and email a scanned copy to waterserviceline@greatfallsmt.net under the subject "Lead/Galvanized Service Line Replacement Pilot Project." If replying by mail, sign the two copies in the signature space provided below. Please keep one copy for your records, and return one copy of the completed Agreement in the envelope provided and addressed to:

City of Great Falls
Attn: Engineering
PO Box 5021
Great Falls, MT 59403

REFUSAL OF LEAD/GALVANIZED SERVICE LINE REPLACEMENT

RECITALS:

- A. Owner is the record owner of certain real property in the City of Great Falls (the "City") located at the following address: _____ (the "Property").
- B. The City has offered Owner the opportunity to have the City, and/or the City's employees, agents, business invitees, contractors, and licensees (collectively, the "Permitted Users"), replace the lead/galvanized water service lines (the "L/G Service Line") serving the Property with replacement water service lines.
- C. Owner has refused the offer of the City to replace the L/G Service Line.

ACKNOWLEDGMENT, WAIVER, AND HOLD HARMLESS:

1. Owner acknowledges that lead exposure can cause serious health problems, especially for pregnant women and young children. Lead can damage kidneys and the brain and has been linked with deficiencies in neurodevelopment. Owner understands that adults with kidney problems and high blood pressure can be affected by low levels of lead more than healthy adults.
2. Owner acknowledges that the City has informed Owner of the adverse health consequences of L/G Service Lines. Owner acknowledges that the Owner has refused replacement of the L/G Service Line by the City. Owner accepts the risk of such determination and agrees that the City has no liability for Owner's decision to refuse the City's offer to replace the L/G Service Line and that the City has no obligation to replace the L/G Service Line, which is owned by the Owner.
3. Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its Permitted Users, elected and appointed officials, agents, and employees from and against all claims, demands, causes of action, liabilities, damages, judgments, expenses or fees, including the reasonable cost of defense thereof and attorneys' fees, for bodily or personal injuries, death, damage to property, or financial or other loss of Owner, Owner's agents, or third parties resulting or allegedly resulting in whole or part from the Owner's refusal to allow the City to replace the L/G Service Line.

Owner(s):

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____



Commission Meeting Date: September 2, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Addendum Agreement No. 2 for Eagle's Crossing Addition, Phase II

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

Initiated By: Eagle's Crossing, Inc., Property Owner and Developer

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

Action Requested: City Commission approve Addendum Agreement No. 2 for Eagle's Crossing Addition, Phase II

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/deny) the Addendum Agreement No. 2 for Eagle's Crossing Addition, Phase II."

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

Staff Recommendation: Staff recommends the City Commission approve Addendum Agreement No. 2 for Eagle's Crossing Addition, Phase II.

Summary & Background: On March 6, 2007, the City Commission approved the original Annexation Agreement for Eagle's Crossing Addition, Phase II. Under that agreement, the property owner was required to complete all public infrastructure improvements for the subdivision within two years, or by March 6, 2009.

In January 2009, Eagle's Crossing, Inc. submitted a request to extend the infrastructure deadline due to economic conditions. The City Commission granted a two-year extension on April 9, 2009, establishing a new deadline of March 6, 2011. Since that time, certain infrastructure improvements in Phase II remain incomplete.

Recently, Staff from the Public Works and Planning & Community Development Departments met with Stahly Engineering, representing the developer Cascade Communities LLC, to review the outstanding work and outline the steps required for City approval. Cascade Communities LLC has expressed interest in completing the necessary improvements within Phase II so the previously approved and the 20 platted lots can be developed with single-family homes.

Addendum Agreement No. 2 sets forth the property owner's updated obligations and establishes a revised deadline for completing all outstanding public infrastructure of July 1, 2026. The addendum also reaffirms the City's review and approval process for final engineering plans before construction resumes.

As stated within *Addendum Agreement No. 2*, remaining improvements include the installation of the sanitary sewer, storm sewer, and water improvements, street paving, conduit for wiring for potential future public roadway lighting facilities, and curb and gutter to serve the subdivision.

The developer is responsible for the cost and construction of all listed improvements except the storm sewer detention pond. City Staff and the developer, have agreed to partner on the required improvements to the existing pond. Stahly Engineering is responsible for the design of the improvements to meet all current City requirements, including the required stormwater quality improvements. The City of Great Falls Utility Division of the Public Works Department will be responsible for the improvements to the existing pond.

It is important to note that the current storm sewer detention pond is a temporary facility to serve Phases 1, 2, and 3 of Eagles Crossing and portions of the surrounding basin. Development of a permanent regional facility may be required for any future phases of Eagles Crossing, or development of other surrounding property that has not been annexed into the City limits.

Fiscal Impact: As stated above, the developer will be responsible for the cost and construction of the required water, sanitary sewer, storm sewer piping, and roadway improvements to serve the additional single-family lots. The City and developer have agreed to partner on the required improvements to the existing stormwater detention pond. Improvements to the pond will be provided by the Utilities Division of the Public Works Department.

These infrastructure improvements are expected to bring 20 existing platted City lots into active use, making them buildable and contributing both to the City's housing inventory and to the overall taxable value of those lots.

Alternatives: The City Commission could deny approval of *Addendum Agreement No. 2*. Such a decision could delay or not allow the developer to continue with the project.

Concurrences: The Engineering Division and Environmental Division of the Public Works Department, Legal Department, and Planning & Community Development Department have been involved throughout the review process and concur in approving the requested *Addendum Agreement No. 2*.

Attachments/Exhibits:

- Addendum Agreement No. 2
- Original Annexation Agreement for Eagle's Crossing, Phase II
- 2009 Addendum Agreement
- Location Map
- Utility Infrastructure Map
- Subdivision Plat of Eagle's Crossing Phase II

Return to the City Clerk
P.O. Box 5021
Great Falls, MT 59403

ADDENDUM AGREEMENT No. 2

THIS ADDENDUM No. 2, is made and entered into by and between **CASCADE COMMUNITIES, LLC**, a Montana Limited Liability Company, hereinafter referred to as “**Cascade Communities**,” and the **CITY OF GREAT FALLS**, a Municipal Corporation, hereinafter referred to as the “**City**.”

WITNESSETH:

WHEREAS, on March 6, 2007, the City and Eagle’s Crossing, Inc. (“**Eagle’s Crossing**”), as the then owner of certain subdivisions property, entered into an Annexation Agreement for Eagle’s Crossing, Phase II, a subdivision in the NE1/4 of Section 25, Township 21 North, Range 3 East, Cascade County, Montana (the “**Phase II Property**”);

WHEREAS, on April 7, 2009; the City and Eagles Crossing entered into an Addendum Agreement to extend the agreed upon completion date for Eagles Crossing to install the public infrastructure to serve the Phase II Property from March 6, 2009, to March 6, 2011;

WHEREAS, in May of 2025, the undeveloped portion of the Phase II Property (Block 13, Lots 11-20 and Block 14, lots 1-10) was sold by Eagle’s Crossing to Cascade Communities;

WHEREAS, therefore, the City and Cascade Communities desire to enter into this Addendum to again extend the date Cascade Communities, as the new owner of the Phase II Property, is obligated to complete the installation of public infrastructure to serve Phase II; and

WHEREAS, Cascade Communities requests, and is confident it can comply, by a deadline of July 1, 2026.

NOW THEREFORE, it is mutually agree as follows:

1. The foregoing recitals are incorporated by reference as though fully set forth herein. All capitalized terms used herein and not defined shall have the same meaning as set forth in the Annexation Agreement for Eagle's Crossing, Phase II, dated March 6, 2007.

2. That Paragraph 6 of the Annexation Agreement for Eagle's Crossing, Phase II, dated March 6, 2007, is hereby amended to read as follows:

PUBLIC IMPROVEMENTS

Owner hereby agrees to complete by July 1, 2026, the installation of the sanitary, sewer, storm sewer and water improvements, street paving, conduit for wiring for potential future public roadway lighting facilities, and curb and gutter to serve Subdivision, according to approved plans prepared by Stahly Engineering & Associates, Inc (2025) and filed in the City Engineer's office and in accordance with standards of City.

City hereby agrees that building permits may be applied for and the City will review once the Preconstruction Meeting is held. Building permits will be issued upon compliance with applicable code and regulations and issuance of the Transfer Certificate for the infrastructure.

City hereby agrees to perform the necessary improvements of the existing temporary stormwater management pond according to the approved plans referenced above.

3. Except as modified by the April 7, 2009 Addendum and this ADDENDUM No. 2, the Annexation Agreement for Eagle's Crossing, Phase II, dated March 6, 2007 remains in full force and effect and unmodified and is hereby ratified and confirmed. Cascade Communities acknowledges and agrees it is bound by the Annexation Agreement for Eagle's Crossing, Phase II, dated March 6, 2007, except as modified by the April 7, 2009 Addendum and this ADDENDUM No. 2.

4. The provisions, covenants and terms of this ADDENDUM No. 2 shall be placed of record in the records of Cascade County, Montana, shall run with the land and shall be binding upon all devisees, heirs, successors and assigns of the signators affixed hereto.

IN WITNESS WHEREOF, the parties hereto executed this ADDENDUM No. to the Annexation Agreement for Eagle's Crossing, Phase II, dated March 6, 2007, as of the latest date included below.

CITY OF GREAT FALLS

By: _____
Gregory T. Doyon, City Manager

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.

CASCADE COMMUNITIES, LLC

By: _____

Name: Landy Leep

Title: Manager

Date: 8-11-25

STATE OF MONTANA)
)
 : ss
 County of Cascade)

On this 11th day of August, 2025, before me, the undersigned Notary Public, personally appeared Landy Leep, on behalf of Cascade Communities, LLC, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Sara Lovely
 Notary Signature

**ANNEXATION AGREEMENT
FOR
EAGLE'S CROSSING, PHASE II
IN THE NE1/4 OF SECTION 25,
TOWNSHIP 21 NORTH, RANGE 3 EAST,
CASCADE COUNTY, MONTANA**

1. PREFACE

The following is a binding Agreement dated this 6th day of March, 2007, between EAGLE'S CROSSING, INC., a Montana corporation, 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 filing the Final Plat and the annexation to the corporate limits of City, of EAGLE'S CROSSING, PHASE II, in the NE1/4 of Section 25, Township 21 North, Range 3 East, Cascade County, Montana, hereinafter referred to as "Subdivision."

2. PRIOR ACTIONS

The Preliminary Plat of Subdivision, prepared by Delta Engineering P.C., was conditionally approved by City on July 18, 2006.

3. SUPPORTING DOCUMENTS

A. A final plat of Subdivision, prepared by HKM Engineering Inc., and filed of record in the Clerk and Recorder's Office of Cascade County, Montana.

B. Final engineering drawings and specifications prepared by HKM Engineering Inc., consisting of documents for sanitary sewer mains, water mains, drainage improvements, paving, conduit for wiring for potential future public roadway lighting facilities, sidewalk, curb and gutter. Said drawings and specifications are on file in the City Engineer's office.

C. The Engineer's estimate of construction cost of public improvements to serve Subdivision dated Jan. 4, 2007, which is filed in the office of the Great Falls Planning Department.

D. Loan commitment letter dated Jan. 9, 2007, by Stockman Bank of Great Falls, to indicate the capability of Owner to pay for the public improvements referenced in Paragraph 3.B. hereinabove. A copy of the same is filed in the office of the Great Falls Planning Department.

4. AMENDMENTS

Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by City's Engineer and City's Public Works Department and which do not materially affect the hereinabove mentioned final plat, can be made as follows:

- A. The proposed revision will be submitted to City's Public Works Department for review and, if approved, the City Engineer or Public Works Director will sign and adequately annotate the change.
- B. The annotated revision becomes a part of this Agreement upon City's Public Works Department approval.
- C. Changes during construction shall be made by change order approved by City's Public Works Department.
- D. "As Built" reproducible drawings shall be supplied to City's Engineer upon completion of the construction.
- E. All amendments to this Agreement, except as allowable above in this section, shall be in writing and approved by City and Owner.

5. FEES AND CHARGES

A. Prior to annexation of Subdivision, Owner shall, in addition to the Annexation Application Fee of \$100.00, Preliminary Plat Fee of \$500.00 and Zoning Application Fee of \$400.00, which have been paid, pay the following required fees and annexation charges as provided by City policy, ordinances and resolutions:

a) Annexation Agreement Fee	\$200.00
b) Resolution of Annexation Fee	\$100.00
c) Final Plat Fee	\$200.00
d) Storm Sewer Fee (\$250/acre x 16.964 acres)	\$4,241.00
e) Recording fees for Agreement and Resolution (\$7 per page x 12 pages)	\$84.00
Total fees made payable to City of Great Falls	\$4,825.00



B. Owner or its successors or assigns shall reimburse City for its expenses incurred in testing and acceptance of public utilities to serve Subdivision at the rates charged by City for said work at the time performed.

C. Water tapping, water connection, sewer service tapping, and sewer connection fees will be assessed at the time of installation.

D. The absence of any fee from this agreement lawfully charged by the City in connection with construction activity associated with Subdivision shall not constitute a waiver by the City.

6. PUBLIC IMPROVEMENTS

Owner agrees to complete within two (2) years of the date of this Agreement, the installation of the sanitary sewer, storm sewer and water improvements, street paving, conduit for wiring for potential future public roadway lighting facilities, and curb and gutter to serve Subdivision, according to plans referenced in Paragraph 3.B. above and filed in the City Engineer's office and in accordance with standards of City.

7. PARK OBLIGATION

Owner dedicated in conjunction with the subdivision plat of Eagle's Crossing, Phase 1, sufficient park land to satisfy and fulfill the park obligation for Subdivision.

8. REIMBURSEMENT FOR OVERSIZED WATER MAIN

To assist in the long term growth plan that the City foresees, Owner agrees to install 1060 lineal feet of twelve (12) inch water main in 46th Avenue Northeast within Subdivision in accordance with the plans referenced in Paragraph 3.B. above. City agrees to reimburse Owner for the difference in all material and construction cost between an eight (8) inch water main (which is required) and the twelve (12) inch water main (which shall be installed as an upgrade) including but not limited to piping, valves, fittings, excavation and any other associated added costs. City agrees to provide said reimbursement (at typical rates agreed upon by the parties) to Owner within thirty (30) days of its acceptance of the installation and appropriate billing of the hereinabove described water system. Owner agrees to provide copies of his actual costs to assist in determining appropriate reimbursement.

9. REIMBURSEMENT FOR OVERSIZED ROADWAY

Additionally, to accommodate the long term growth plan that City foresees, Owner agrees to install 1060 feet of upgraded paved street section in 46th Avenue Northeast within Subdivision in accordance with the plans referenced in Paragraph 3.B. above. City agrees to reimburse Owner for the difference in material and construction cost between a standard thirty one foot paved street section, and the proposed upgraded forty one foot paved street section. Reimbursement shall be



based on all increased expenses associated with upgrade including but not limited to excavation, gravel base, fiber cloth, paving width and thickness. City agrees to provide said reimbursement (at typical rates agreed upon by the parties) to Owner within thirty (30) days of its acceptance of the installation and appropriate billing of the hereinabove described roadway system. Owner agrees to provide copies of his actual costs to assist in determining appropriate reimbursement.

10. RESTRICTIONS ON BUILDING PERMITS AND OCCUPANCY

Building permits for lots in Subdivision shall not be issued until the contracts for installation of the public improvements have been executed. Owner acknowledges that City will not permit the occupancy of any residential structure in Subdivision until street improvement and water and sanitary sewer mains within Subdivision have been installed, tested and accepted by City, which acceptance will not be unreasonably withheld by City. If inclement weather delays installation of final paving in the Subdivision's roadways and all other public improvements referenced in Paragraph 6. herein have been installed, tested and accepted by City, City may consider allowing occupancy of residential structures provided involved roadways contain an adequate compacted base course acceptable to City's Public Works Department and the occupants of the residential structures have been informed by Owner of the temporary access difficulties.

11. FUTURE STORM DRAINAGE FACILITIES

Owner hereby agrees to waive right to protest any future area wide special improvement district for storm drainage facilities and further agrees to pay for proportionate share of any future storm drainage improvements which service Subdivision that may be installed with or without an area wide special improvement district. The term "area wide" as used herein, means any area larger than that covered by Subdivision which is a contributor to the drainage sub-basin of which Subdivision is a part.

12. PUBLIC ROADWAY LIGHTING

Owner hereby agrees to waive its right to protest any future special lighting district for public roadway lighting facilities that service Subdivision, and further agrees to pay for proportionate share of the costs associated with roadway lighting which service Subdivision that may be installed with or without a special lighting district.

13. SIDEWALKS

It is hereby agreed that the following exception to the strict adherence of Subdivision requirements will be permitted: sidewalks serving and abutting any lot in Subdivision shall be installed as a condition of final occupancy by the then lot owner within six (6) months (allowing for unfavorable weather conditions only) of occupancy. It is understood that the above provision regarding sidewalks shall not preclude City from exercising its authority provided by Chapter 12.28, Municipal Code of the City of Great Falls pertaining to sidewalks.



14. WAIVER OF PROTEST OF ANNEXATION

Owner does hereby waive any and all statutory procedure notice on right of protest to annexation of Subdivision, as provided for by State law.

15. WARRANTY, OWNERSHIP AND INSPECTION OF UTILITY AND STREET IMPROVEMENTS

A. After the public utilities, drainage and street improvements described in Paragraph 3.B. hereof have been installed and accepted by City, the same shall be in all respects treated, owned and maintained as though the same had been constructed and installed by City. However, to the extent installed by Owner, Owner or its contractor shall guarantee said improvements against defective work and materials for a period of two (2) years from date of acceptance of the completed improvements by City.

B. Installation of the public utilities and street improvements described in Paragraph 3.B. hereof shall be subject to City's infrastructure inspection policy in place at the time of said installation.

16. ANNEXATION PREREQUISITES

Subdivision is contiguous to City; is not included within the boundary of any other incorporated municipality; and is not a part of any fire district existing or organized under any of the provisions of Chapter 33, Title 7, of the Montana Code Annotated. Subdivision, upon annexation to City, will be provided fire protection services by City comparable to that provided incorporated properties.

17. MAINTENANCE DISTRICTS

Owner waives its right to protest the lawful creation by City 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 lots in Subdivision.

18. CITY ACCEPTANCE AND ZONING

In consideration of the foregoing, City hereby accepts and approves the final plat of Subdivision and will approve the property contained within the boundaries of Subdivision for incorporation by annexation into the corporate limits of the City of Great Falls, Montana. City agrees to assign a zoning classification of R-3 Single-family high density district to Subdivision. It is hereby understood that the preceding language regarding zoning of lots in Subdivision does not preclude City from reclassifying lots if an area wide reclassification is undertaken, in which event City agrees to reclassify said lots as a conforming use.

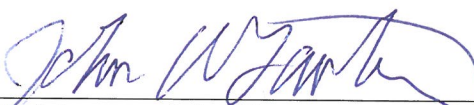
19. BINDING EFFECT

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 CITY OF GREAT FALLS, MONTANA
A Municipal Corporation of the State of Montana



City Manager, John W. Lawton

APPROVED FOR LEGAL CONTENT:

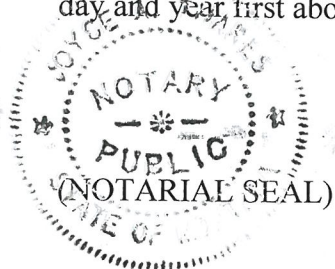


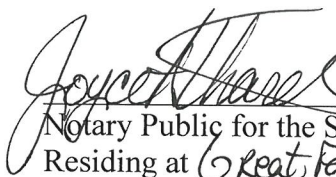
City Attorney, David V. Gliko

State of Montana)
 :SS.
County of Cascade)

On this 8th day of March, in the year A. D. Two thousand and seven, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John W. Lawton known to me to be the City Manager of the City of Great Falls, Montana, is the person whose name is subscribed to the instrument within and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



 Joyce A. Thares
Notary Public for the State of Montana
Residing at Great Falls, Montana
My Commission Expires 3-14, 2007



OWNER

By: Matthew M. Rosendale, Sr.
 Matthew M. Rosendale, Sr.
 President, Eagles Crossing, Inc.

State of Montana)
 :ss.
 County of Cascade)

On this 12 day of January, in the year A. D. Two thousand and seven, before me, the undersigned, a Notary Public for the State of Montana, personally appeared MATTHEW M. ROSENDALE, SR., known to me to the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Barbara Kunick
 Notary Public for the State of Montana
 Residing at Glendive, Montana
 My commission Expires 3-18, 2007



ADDENDUM AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of April, 2009, by and between EAGLE'S CROSSING, INC., a Montana corporation, 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".

WITNESSETH;

WHEREAS, on the 6th day of March, 2007, Owner and City entered into an Annexation Agreement for Eagle's Crossing, Phase II, a subdivision in the NE1/4 of Section 25, Township 21 North, Range 3 East, Cascade County, Montana; and,

WHEREAS, Paragraph 6. of said Agreement obligates Owner to complete the installation of public infrastructure to serve said subdivision within two years of the date of the above mentioned Annexation Agreement or March 6, 2009; and,

WHEREAS, Owner has petitioned City to extend the deadline for installation of remaining public infrastructure in Eagle's Crossing, Phase II, for twenty four (24) months or until March 6, 2011;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. That Paragraph 6. of the Annexation Agreement for Eagle's Crossing, Phase II, dated March 6, 2007, is hereby amended to read as follows:

PUBLIC IMPROVEMENTS

Owner hereby agrees to complete by March 6, 2011, the installation of the sanitary sewer, storm sewer and water improvements, street paving, conduit for wiring for potential future public roadway lighting facilities, and curb and gutter to serve Subdivision, according to plans referenced in the Paragraph 3B. above and filed in the City Engineer's office and in accordance with standards of City.

R0191116 GFA

Total Pages: 3 R 21.00 By:mdailey 04/10/2009 02:02:04 PM
Cascade County, Rina Ft Moore - Clerk & Recorder



2. That all other terms and conditions contained in said Annexation Agreement dated March 6, 2007, excepting Paragraph 6., remain in full force and effect.
3. The provisions, covenants and terms of this Agreement shall be placed of record in the records of Cascade County, Montana, shall run with the land and shall be binding upon all devisees, heirs, successors and assigns of the signators affixed hereto.

THE CITY OF GREAT FALLS, MONTANA
A Municipal Corporation of the State of Montana



Gregory T. Deyon, City Manager

ATTEST:



Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:



City Attorney, David V. Gliko

OWNER

By:

Matthew M. Rosendale, Sr.
President, Eagle's Crossing, Inc.

STATE OF MONTANA)

:SS.

County of DAWSON)

On this 11th day of MARCH, 2009, before me, the undersigned, a Notary Public for the State of Montana, appeared MATTHEW M. ROSENDALE, SR., known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

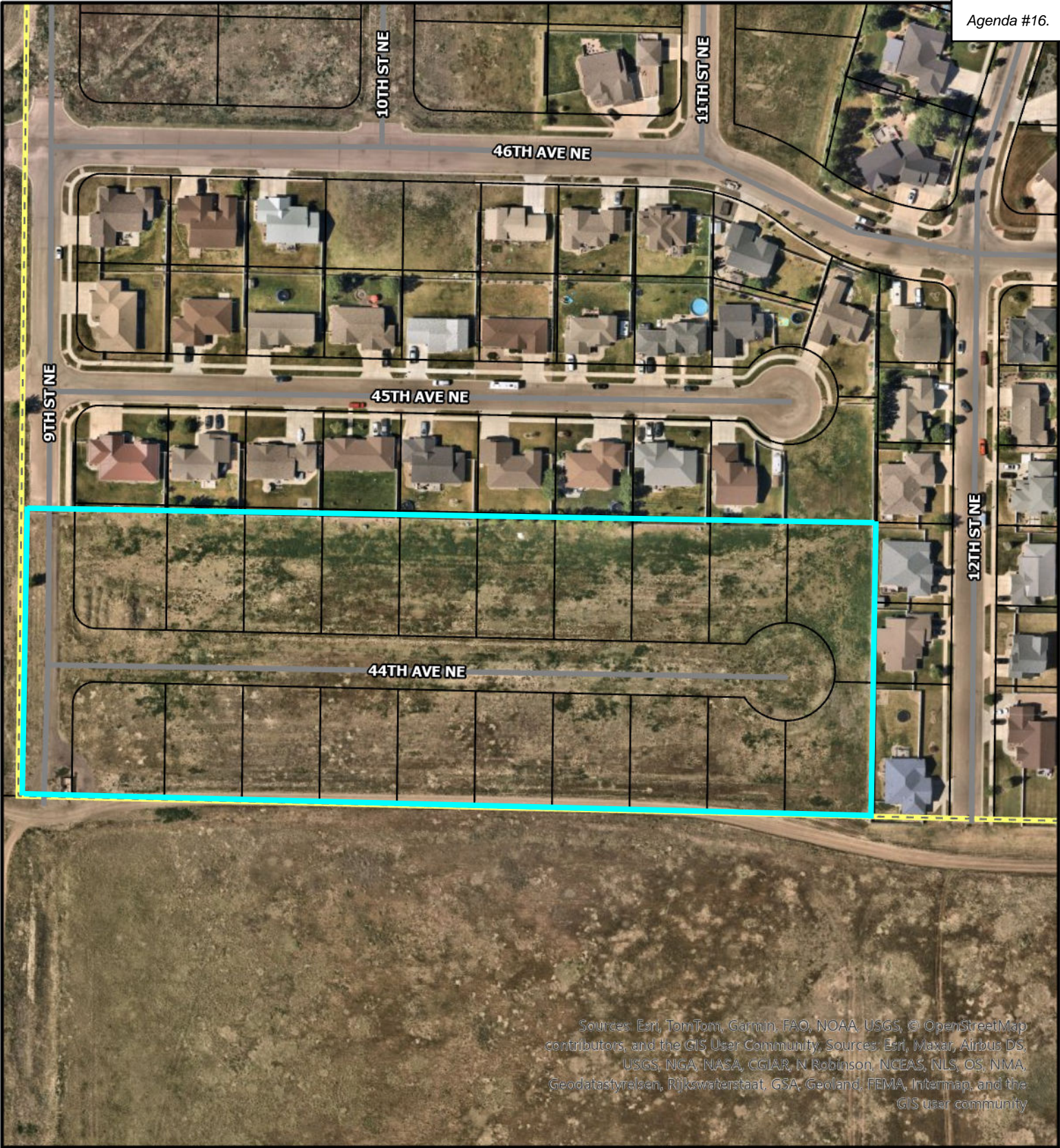


Marilyn Diegel
Notary Public for the State of Montana

MARILYN Diegel
Notary Public (Printed or Typed)

Residing at Glendora, Montana

My Commission expires: February 12 2011



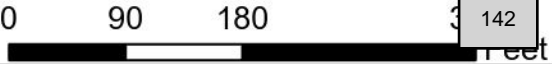
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

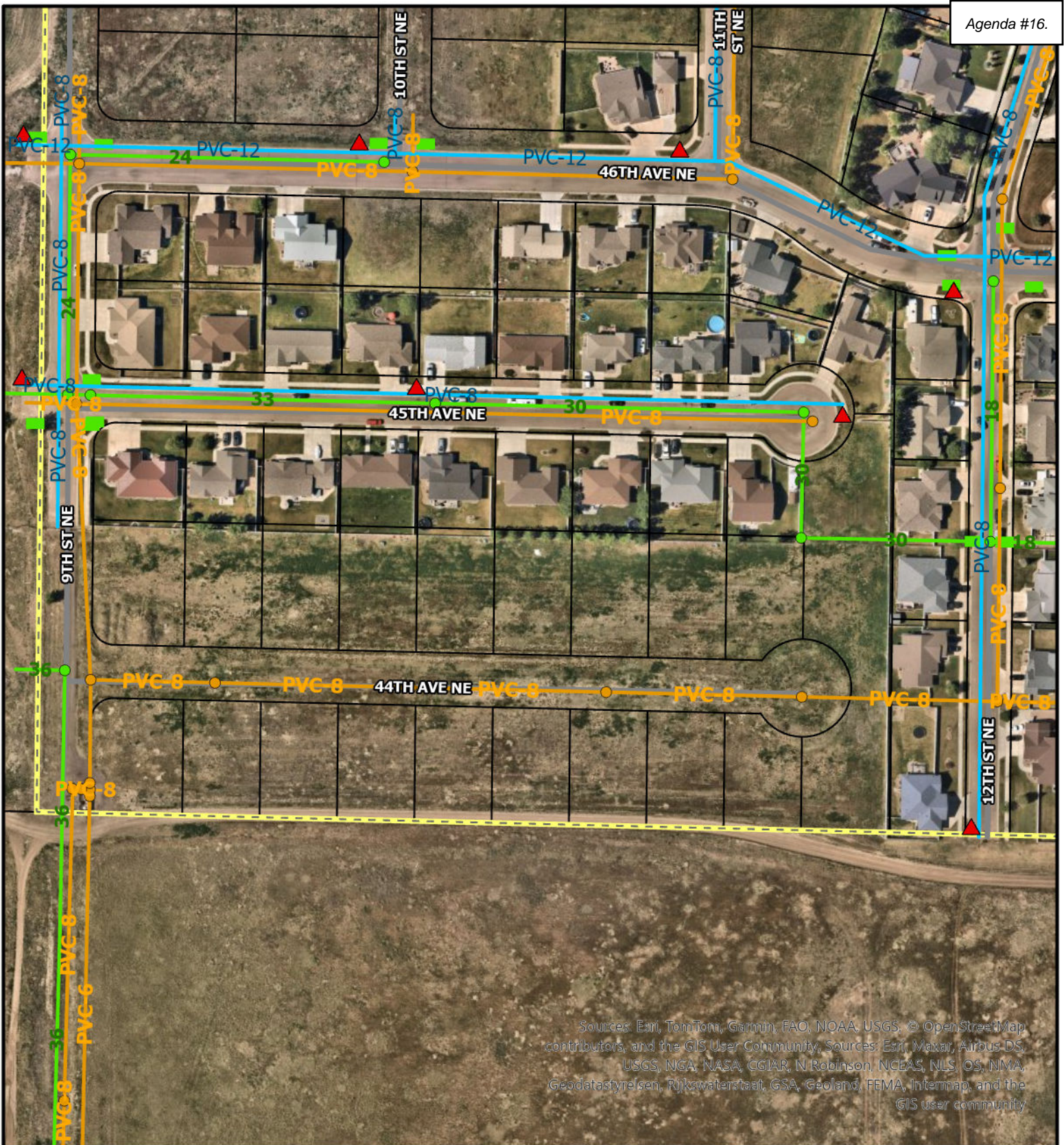
Location Map



Eagles Crossing
Phase II

- City Addresses
- City Limit
- Parcels





Utility InfrastructureMap



Eagles Crossing Phase II

○ City Addresses

--- City Limit

□ Parcels



0 90 180 360 143 feet

PROJECT AREA

BLOCK NO.	LOTS	ZONING	AREA
12	19	R 3	170,886 sf
13 } PHASE II	20	R 3	224,837 sf
14 }	10	R 3	116,487 sf
TOTAL	49		516,212 sf

TRACT 2 of C/S 4179

LEGEND

———— PHASE BOUNDARY LINE
-- -- -- -- CENTER LINE ROAD
- - - - UTILITY EASEMENT LINE
M. HENEN PIN / CAP
NEW E MONUMENT
BASIS OF BEARING
C/S #4179

SUBDIVISION PLAT OF
EAGLE'S CROSSING
PHASE II
IN
GREAT FALLS, MONTANA

DESIGNED :
DRAWN : D.L.A.
CHECKED :
SCALE :
DATE : APRIL, 2006
JOB NO. 01-10-101

DELTA ENGINEERING P.C.
CONSULTING ENGINEERS
P. O. BOX 1481
GREAT FALLS, MT 59403
(406) 722-3887

A-2216

SUBDIVISION PLAT OF
EAGLE'S CROSSING
PHASE II
IN
NE1/4 SECTION 25, T 21 N, R 3 E, PMM.
GREAT FALLS, CASCADE COUNTY, MONTANA

CERTIFICATE DISPENSING WITH PARK OR PLAYGROUND

Whereas, since the accompanying Subdivision Plat of Eagle's Crossing, (Phase II), Great Falls, Cascade County, Montana, is contained within the plat of original Eagle's Crossing Master Plan Area, Great Falls, which previously fulfilled park and playground requirements at the time it was originally submitted, the City Commission of the City of Great Falls, Montana, in accordance with Section 76-3-607, M.C.A. dispensed with park or playground requirements, during its regular meeting held on the 23rd day of March, 2007.

John W. Lawton
City Manager, City of Great Falls, Montana

CERTIFICATE OF PUBLIC SERVICE DIRECTOR

I, Jim Rearden, Public Service Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying Plat of Eagle's Crossing, Phase II and the survey it represents, and that I find the same conform to regulations governing the platting of lands, and to presently plotted adjacent land, as near as circumstances will permit and I do hereby approve the same. Dated this 23rd day of March, 2007.

Jim Rearden
Public Service Director
City of Great Falls, Montana

CERTIFICATE OF CITY COMMISSION

I, John W. Lawton, City Manager of Great Falls, Montana, do hereby certify that the accompanying plat was duly examined and approved by the City Commission of the City of Great Falls at its regular meeting held on the 23rd day of March, 2007.

John W. Lawton
City Manager, City of Great Falls, Montana

CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

I, John W. Lawton, City Manager of the City of Great Falls, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, at its regular meeting held on the 23rd day of March, 2007, found that adequate municipal facilities for the supply of water and disposal of sewage and solid waste are available to the above described property, namely the said facilities of the City of Great Falls, Montana, and this certificate is made pursuant to section 76-4-124 M.C.A., permitting the Clerk and Recorder of Cascade County, Montana, to record the accompanying plat.

John W. Lawton
City Manager, City of Great Falls, Montana

CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned, William D. Branson, President of said Great Falls City-County Planning Board, Great Falls and Cascade County, Montana, and Benjamin M. Rangel, Secretary of said Great Falls City-County Planning Board, do hereby certify that the accompanying Subdivision Plat of Eagle's Crossing, Phase II, to Great Falls, Cascade County, Montana has been submitted to the said Great Falls City-County Planning Board of Great Falls, Cascade County, Montana, for examination by them and was approved at a meeting held on the 12th day of September, 2007.

William D. Branson
President, Great Falls Planning Board

ATTEST:
Benjamin M. Rangel
Secretary, Great Falls Planning Board

CERTIFICATE OF DEDICATION

We, the undersigned property owner(s), do hereby certify that we have caused to be surveyed, for the purpose of dedicating streets and the subdivision of Lots and Blocks the following described land in Great Falls, Cascade County, Montana, to wit:

DESCRIPTION

The land being described lies in the NE1/4 of Section 25, T 21 N, R 3 E, P.M.M. Cascade County, Montana.

PHASE II
Beginning at E1/4 corner Section 25, Thence N 89°50'16" W along the East-West Mid section line of said Sec. 25, 1489.98 ft. to the True Point of Beginning and the SW corner of Phase I of Eagle's Crossing; Thence S 89°50'16" W, 959.95 ft. to the West right-of-way of 9th Street NE.; Thence N 0°55'03" W, 780.06 ft. to the North right-of-way of 46th Avenue NE. and the North boundary of Phase II; Thence N 89°50'16" E, 733.11 ft. Thence along a curve to the SE, with a delta angle of 35°40'14", Radius = 280.0 ft. and arc length = 174.32 ft.; Thence S 54°29'30" E, 1.06 ft. to the SW corner of Block 4, Phase I; Thence S 28°59'23" E, 132.48 ft.; Thence S 0°55'03" E, 610.04 ft. to the True Point of Beginning.

Herein described Phase II contains 16.964 acres

The above described tracts of land are to be known and designated as the subdivision plat of EAGLE'S CROSSING, PHASE II to the City of Great Falls, Cascade County, Montana, and the land included in all streets and avenues shown on said plat are hereby granted and donated to the use of the public forever.

Matthew M. Rosendale Sr. this day of March, 2007.
Matthew M. Rosendale Sr. (President, Eagles Crossing Inc.)

State of Montana
County of Cascade

On this 23rd day of March, 2007, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Matthew M. Rosendale Sr. known to me to be the persons who executed the foregoing Certificate of Dedication, and they acknowledged to me that they executed the same.

Matthew M. Rosendale Sr.
Notary Public for the State of Montana
Residing at Great Falls, Montana
My commission expires June 20, 2007



CERTIFICATE OF COUNTY TREASURER

I, Jess Anderson, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the areas included in the accompanying Plat of Eagle's Crossing, Phase II, and find that all taxes on same have been paid in full to date.

Dated this 19th day of March, 2007.
Jess Anderson
Jess Anderson, County Treasurer

CERTIFICATE OF SURVEYOR

State of Montana
County of Cascade

I, Dwight L. Axelsen, a Registered Land Surveyor, do hereby certify that I have performed the survey on the attached Plat of Eagle's Crossing, Phase II; that such survey was made on 16th day of April, 2007, that said survey is true and complete as shown.

Dated this 16th day of April, 2007.

Dwight L. Axelsen
Dwight L. Axelsen
Registration No. 8641 LS



CERTIFICATE OF FILE

Map No. F0002943

Map No. F0002943

F0002943



SUBDIVISION PLAT OF
EAGLE'S CROSSING
PHASE II
IN
GREAT FALLS, MONTANA

DESIGNED: _____
DRAWN: _____
CHECKED: _____
SCALE: _____
DATE: _____
JOB NO. _____ FILE _____ SHEET 2 OF 2

DELTA ENGINEERING P.C.
CONSULTING ENGINEERS
P. O. BOX 1481
GREAT FALLS, MT 59403
(406) 727-2667

DALES CROSSING P.L.L.C.



Commission Meeting Date: September 2, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3277 – An Ordinance by the City Commission of the City of Great Falls to assign R-3 Single-family High Density zoning to Lot 4A, Block 7, University Addition, Cascade County, Montana, and the adjoining right-of-way of 18th Alley Southwest

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

Initiated By: Joseph Boso and Jessica Boso, Owners

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

Action Requested: City Commission accept Ordinance 3277 on first reading and set a public hearing for October 7, 2025.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3277 on first reading and (set/not set) a public hearing for October 7, 2025.”

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

Planning Advisory Board/Zoning Commission and Staff Recommendation:

At the conclusion of a public hearing held on August 12, 2025, the Planning Advisory Board/Zoning Commission recommended the City Commission approve the annexation and establishment of R-3 Single-family High Density zoning for the subject property legally described as Lot 4A, Block 7, University Addition, located in the SE1/4 of the NW1/4 of Section 15, T20N, R3E, Cascade County, Montana, and the adjoining right-of-way of 18th Alley Southwest. Staff also recommends approval of the proposed annexation and establishment of R-3 Single-family High Density Zoning for the subject property with the following conditions:

Conditions of Approval:

1. **General Code Compliance:** Any future development or use of the subject property shall comply with the conditions outlined in this report, as well as all applicable codes and ordinances of the City of Great Falls, the State of Montana, and any other relevant regulatory authorities.
2. **Annexation Agreement:** The applicants shall fully comply with all terms and conditions set forth in the Annexation Agreement associated with the subject property, including the payment of any required fees. The Annexation Agreement must be executed by the applicant and recorded with the Cascade County Clerk and Recorder prior to the annexation becoming effective.

3. **Land Use and Zoning Compliance:** Future development of the property shall be consistent with the permitted uses and applicable development standards of the R-3 Single-Family High Density zoning district, in accordance with the City's zoning regulations and comprehensive plan.

Background:

Joseph and Jessica Boso, owners of the subject property located at 1420 17th Avenue Southwest and legally described above, submitted an application in June 2025 to annex the existing residence into the City for the purpose of connecting to municipal water and sanitary sewer services. City staff met with the property owners to review the annexation process and associated costs.

To facilitate utility connection prior to the completion of the annexation, the property owners signed a letter prepared by City staff. This letter grants permission to obtain permits and connect to City utilities in advance, while also outlining the requirement that, should the annexation not be completed, the owners will be responsible for disconnecting from the City's water and sanitary sewer systems at their own expense. A copy of this signed letter is included as *Attachment D – Utilities Letter*.

Annexation Request Summary & Establishment of Zoning:

The property proposed for annexation is legally described as Lot 4A, Block 7, University Addition. According to State law, the City is also responsible for annexing adjoining right-of-way. For this request, the City is required to annex the adjoining right-of-way of 18th Alley Southwest. The parcel encompasses approximately 0.34 acres and is contiguous to existing City limits to the north, adjacent to the 17th Avenue Southwest right-of-way. This area was previously annexed into the City under Resolution 9774 in 2008, which included portions of both 15th Street Southwest and 17th Avenue Southwest.

City staff supports the annexation request to facilitate the property owner's connection to municipal water and sanitary sewer services, which are available within the adjacent right-of-way of 17th Avenue Southwest. No reimbursements are currently owed by the applicant. The proposed zoning designation of R-3 Single-family High Density aligns with the intended residential use and is compatible with surrounding development patterns.

As outlined in the provided *Attachment A - Annexation Agreement*, the property owner acknowledges and agrees to pay their proportionate share of the costs for any future public infrastructure improvements, such as roadway and/or alley upgrades, utility extensions, or stormwater facilities, should such improvements be initiated by the City or required as a condition of future development. These obligations will be determined in accordance with applicable City policies and cost participation formulas in effect at the time the improvements are made.

Per Section 17.16.7.050 of the Official Code of the City of Great Falls (OCCGF), annexation by petition must be evaluated according to specific decision-making criteria. These criteria must be considered by the Planning Advisory Board in making a recommendation, and by the City Commission in making a final decision. The recommendation of the Planning Advisory Board and the decision of the City Commission shall, at a minimum, consider the criteria, which are provided as *Attachment B – Basis of Decision - Annexation by Petition*.

The subject property is being proposed for R-3 Single-family High Density zoning. The R-3 zoning district aligns with the existing use of a single-family residence upon the property and fits the existing surrounding residential uses. Nearby residences within the City of Great Falls are within the R-3 zoning district. The basis for decision on zoning map amendments is listed in the Official Code of the City of Great Falls (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 provided as *Attachment C - Basis of Decision – Zoning Map Amendment*.

Neighborhood Council Input:

The subject property is adjacent to the boundaries of Neighborhood Council #1. Due to the Council being on summer recess, staff distributed information about the request in lieu of a formal meeting. To date, staff have not received any inquiries or comments from the Council on the proposal.

Concurrences:

Staff from multiple City departments, including Public Works, Engineering, and the Legal Department, have been actively engaged throughout the review of this annexation request. Following a comprehensive evaluation, all departments have reviewed the proposed Annexation Agreement and reached consensus on its terms. Their coordinated efforts ensure that the agreement aligns with City standards and legal requirements.

Fiscal Impact:

Water and sanitary sewer services will be extended to the annexed property, with all associated connection costs to be borne by the applicant, as stipulated in the Annexation Agreement and the Utilities Acknowledgement Letter. The annexation will incorporate one additional lot into the City limits, thereby incrementally expanding the tax base and generating additional property tax revenue for the City.

Alternatives:

The City Commission could deny Ordinance 3277 on the first reading and not set the public hearing.

Attachments/Exhibits:

- Ordinance 3277
- Ordinance 3277 Exhibit A
- Attachment A – Annexation Agreement
- Attachment B – Basis of Decision – Annexation
- Attachment C – Basis of Decision – Zoning Map Amendment
- Attachment D – Utilities Letter
- Application Packet

ORDINANCE 3277

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO ASSIGN A ZONING CLASSIFICATION OF R-3 SINGLE-FAMILY HIGH DENSITY TO THE PROPERTY LEGALLY DESCRIBED AS LOT 4A, BLOCK 7, UNIVERSITY ADDITION, SECTION 15, T20N, R3E, P.M.M. CASCADE COUNTY, MONTANA, AND THE ADJOINING RIGHT-OF-WAY OF 18TH ALLEY SOUTHWEST.

* * * * *

WHEREAS, the property owners, Joseph Boso and Jessica Boso, have petitioned the City of Great Falls to annex the subject property, which consists of approximately 0.34 acres, as legally described above; and,

WHEREAS, Joseph Boso and Jessica Boso has petitioned the City of Great Falls to assign a zoning classification of R-3 Single-family High Density to Lot 4A, Block 7, University Addition, upon annexation to the City; and,

WHEREAS, the Great Falls Planning Advisory Board/Zoning Commission conducted a public hearing on August 12, 2025, to consider said assignment of zoning of R-3 Single-family High Density, and, at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning to the subject property legally described as Lot 4A, Block 7, University Addition, Section 15, T20N, R3E, P.M.M., Cascade County, Montana, and the adjoining right-of-way of 18th Alley Southwest; 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 7th day of October, 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 R-3 Single-family High Density for said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, 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 R-3 Single-family High Density zoning request meets the criteria and guidelines cited in Mont. Code Ann. § 76-2-304, and Section 17.16.40.030 of the OCCGF.

Section 2. That the zoning classification of “R-3 Single-family High Density” be assigned to Lot 4A, Block 7, University Addition, Section 15, T20N, R3E, P.M.M., Cascade County, Montana, and the adjoining right-of-way of 18th Alley Southwest, 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 September 2, 2025.

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

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

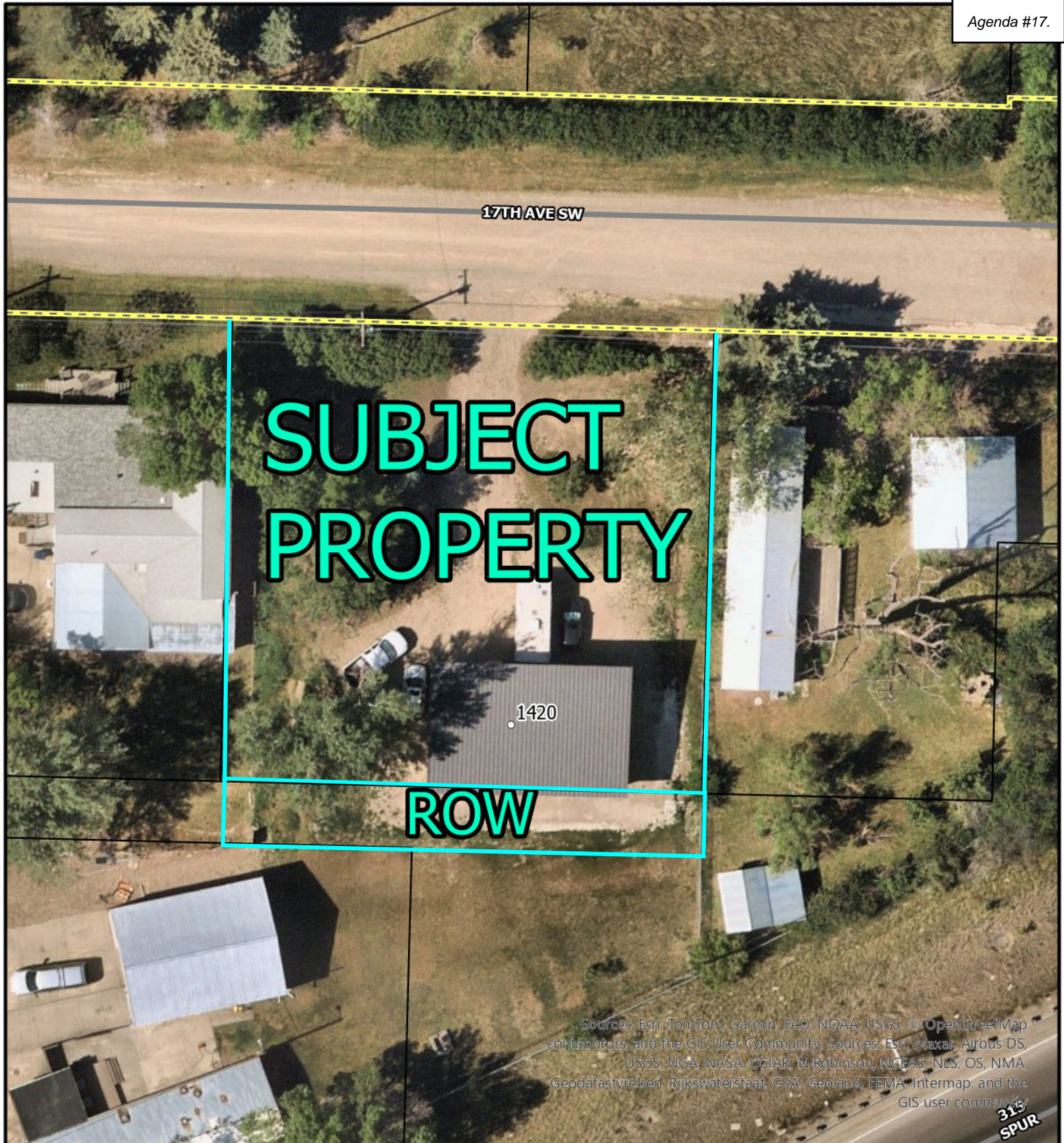
David Dennis, City Attorney

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 3277 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Ordinance 3277 - Exhibit A



1420 17th Ave SW

○ City Addresses

--- City Limit

□ Parcels



0 20 40 8 152 Feet

Attachment A

ANNEXATION AGREEMENT
TRACT OF LAND LEGALLY DESCRIBED AS LOT 4A, BLOCK 7 OF THE UNIVERSITY ADDITION,
LOCATED IN SECTION 15, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY,
MONTANA.

The following is a binding Agreement dated this _____ day of _____, 2025, between Joseph Boso and Jessica Boso, hereinafter referred to as “Owners”, and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as “City”, regarding the requirements for annexation of a tract of land into the corporate limits of the City legally described as Lot 4A, Block 7 of the University Addition, Section 15, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, and addressed as 1420 17th Ave Southwest, Great Falls, Montana 59404, hereinafter referred to as “Subject Property”. Owners of the aforementioned Subject Property agree to, and are bound by, the provisions of this Agreement, and by signing this Agreement, therefore agree to the 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 Owners, as required by the City's approval of the supporting documents. Generally, this Agreement:

1.1 Declares that the Owners are aware of and have properly accounted for any natural conditions that may adversely affect the Subject Property;

1.2 Requires the Owners to guarantee that the promised on-site improvements are made in a timely manner as required by the Official Code of the City of Great Falls (OCCGF);

1.3 Waives protest and appeal by the Owners and their successors against the creation of special improvement and maintenance districts that would provide and maintain necessary infrastructure;

1.4 Indemnifies the City from claims relating to its approval of any construction or other development-related activities for the Subject Property and clarifies the City's limited role in the approval and oversight of any such construction or other development-related activities.

2. Supporting Documents. Each of the following supporting documents are to be submitted for review and approval by the City.

2.1 Legal Documentation. Legal documents, including but not limited to any easements, covenants, and restrictions establishing the authority and responsibilities of Owners, which may be recorded in the Clerk and Recorder's Office of Cascade County, Montana.

3. Changes. The Owners understand that failure to install the required improvements in accordance with the final construction plans is a breach of, and may void, this Agreement. The Owners also understand that such failure is a violation of the OCCGF, 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 person or persons charged by the City Manager with the administration of this improvement agreement) is hereby authorized to allow minor changes to approved improvements, as provided below:

Attachment A

3.1 Minor Changes. Minor changes to the improvements that are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Property, can be made as follows:

3.1.1 Before making changes, the Owners must submit revisions 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 fourteen (14) days of receipt of the revised plans.

3.1.2 Based on a review of the revisions, 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.

3.1.3 Minor changes in the location and specifications of the required improvements may be permitted by the Administrator. The Owners must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.

4. Fees. The Owners understand that they are 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 Subject Property, shall not constitute a waiver by the City.

4.1 Recording Fees. The Owners will pay all recording fees at the rate charged by Cascade County at the time the annexation resolution is submitted for recording.

4.2 Connection and Construction Fees. Water service tapping and water and sanitary sewer service connection fees will be assessed at the time of tapping and connections.

4.3 Storm Drain Fee. The Owners will pay a storm drain fee in the amount of \$250 per acre for annexation of the Subject Property. This equates to **\$85.00** for the total 0.34 acres of the Subject Property. The total storm drain fee shall be paid to the City no later than 30 days after City Commission action to annex the Subject Property into the City.

4.4 Payment of Application Fees Acknowledged. The following fees have been paid by the Owners: \$3,051.00 application fee for annexation and establishment of zoning.

5. Site Conditions. The Owners warrant that they have 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 Subject Property. The Owners further warrant that all plans submitted pursuant to this Agreement and all applications for building permits within the Subject Property will properly account for all such conditions. The Owners hold the City harmless for natural conditions and for any faults in their own assessment of those conditions in addition to any construction that has occurred prior to annexation of the Subject Property.

6. On-Site Improvements. The on-site improvements shall include everything required to provide water, sanitary sewer, access, and other requirements as may be required by OCCGF. If necessary, the Owners shall provide public utility easements for all required public utilities.

6.1 Water Improvements. To serve the Subject Property, the Owners are required to connect to the existing water main located in 17th Avenue Southwest, under the terms and conditions of the City Utilities letter dated June 19, 2025.

Attachment A

6.2 Sewer Improvements. To serve the Subject Property, the Owners are required to abandon all drain fields and septic tanks per the Cascade County Health Department and City of Great Falls requirements and connect to the existing sewer main located within 17th Avenue Southwest under the terms and conditions of the City Sewer Line Installation Letter dated June 19, 2025.

6.3 Future Sewer Improvements. If a second dwelling unit is added to the Subject Property by request of the Owners, one service line is permitted to serve both dwelling units upon one lot as long as both dwelling units are on the same lots and under common ownership. A shared service line would not apply to any future dwellings or future subdivision requests that create separate lots upon the Subject Property.

6.4 Sidewalks. The Owners shall not be required to construct a sidewalk along 17th Avenue Southwest as a condition of this annexation. However, the Owners acknowledge that a sidewalk along 17th Avenue Southwest may be required in the future, but only in connection with a comprehensive sidewalk improvement project that includes construction of a continuous and integrated sidewalk system extending from the Subject Property along 17th Avenue Southwest to existing or planned pedestrian facilities on adjacent streets.

7. Nonconforming structures. The City acknowledges previously existing structures on the Subject Property. If these structures are found to be nonconforming, they may continue so long as they remain otherwise lawful, subject to the provisions within OCCGF 17.64.030 – Nonconforming structures.

8. Special Improvement and Maintenance Districts. Owners hereby agrees to waive the right to protest and appeal the lawful creation, by the City, of special 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.

9. Park District. Owners acknowledge that the Subject Property will be, 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. Owners acknowledge 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.

10. City Acceptance and Zoning. In consideration of the terms of this Agreement, the City hereby accepts the Subject Property incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned City zoning classification of R-3 Single-family High Density.

11. Public Infrastructure Improvements. The Owners agree to connect the Subject Property to the City's water and sanitary sewer systems in compliance with all applicable City design, construction, and connection standards in effect at the time of connection.

The Owners agree to pay its proportionate share of future improvements to 17th Avenue Southwest and 18th Alley Southwest, including grading, gravel, pavement, curb, gutter, and sidewalk, constructed to City local street standards. Payment shall be due only upon actual construction of the improvements and after written notice is provided by the City, including a breakdown of the estimated project costs and the method of cost allocation.

The Owners shall have the right to review and comment on the proposed cost allocation and may request a meeting with the City to discuss any concerns prior to final assessment.

Attachment A

12. 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 Owners are exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State and Federal requirements, and other applicable standards. The City's limited plan 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 Owners, nor any third party may rely upon the City's limited review or approval.

The Owners 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. This indemnification by the Owner 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 Subject Property, the prior owners (whether it is the Owners that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred property is released as to that owner and the indemnity obligation runs to the new owner of the Subject Property. Only the owners 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 lots is obligated to indemnify.

13. 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 CITY OF GREAT FALLS, MONTANA
A Municipal Corporation of the State of Montana

Gregory T. Doyon, City Manager

ATTEST: (Seal of City)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT*:

David Dennis, City Attorney

Attachment A

*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.

Joseph Boso, Owner:

By: _____

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 person whose name is 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 for the State of _____

Jessica Boso, Owner:

By: _____

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 person whose name is 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 for the State of _____

Attachment B

BASIS OF DECISION – ANNEXATION

Lot 4A, Block 7, University Addition, located in the SW 1/4 of the NW 1/4 of Section 15, T20N, R3E, P.M.M., Cascade County, Montana, and the adjoining right-of-way of 18th Alley Southwest.

PRIMARY REVIEW CRITERIA:

The basis for decision on annexation is listed in the Official Code of the City of Great Falls § 17.16.7.050 of the Land Development Code. The recommendation of the Planning Advisory Board and the decision of the City Commission shall at a minimum consider the following criteria:

1. The subject property is contiguous to the existing City limits.

The subject property is contiguous to the existing City limits through the previously annexed 17th Avenue SW right-of-way.

2. The proposed annexation is consistent with the City's growth policy.

The proposed annexation is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The following Social and Physical portions of the Growth Policy support the request:

- Social Policy 1.4.12 – When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.
- Physical Policy 4.2.5 – Promote orderly development and the rational extension of infrastructure and City services.
- Physical Policy 4.3.2 – Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

3. The proposed annexation is consistent with applicable neighborhood plans, if any.

The subject property is located adjacent to Neighborhood Council #1. There is no adopted neighborhood plan for Neighborhood Council #1, nor any other Council within the City. Due to the Council being on summer recess, staff distributed information about the request in lieu of a formal meeting. No response or feedback was received from the Council.

4. The proposed annexation is consistent with other planning documents adopted by the City Commission, including a river corridor plan, transportation plan, and sub-area plans.

The subject property is not located within any adopted plan or sub-area planning areas. The proposed annexation consists of an existing residential home and will not generate any additional traffic to the surrounding transportation network.

5. The City has, or will have, the capacity to provide public services to the subject property.

The City currently has the capacity to provide public services to the subject property. The property lies within the service area of the City's Fire and Police Departments, ensuring adequate emergency response coverage. Additionally, the subject property is located in close

Attachment B

proximity to existing City water and sanitary sewer infrastructure. Water and sewer mains are present along 17th Avenue SW, directly adjacent to the property, which makes utility connection both feasible and cost-effective.

6. The subject property has been or will be improved to City standards.

The subject property was previously developed under Cascade County jurisdiction and may not fully conform to current City standards. Upon annexation, these existing nonconformities will be permitted to continue in accordance with City regulations. Future development or modifications to the property will be required to comply with the City of Great Falls Official Code of City Government (OCCGF) Title 17, Chapter 64 – Nonconformities.

7. The owner of the subject property will bear all of the cost of improving the property to City standards and or/ the owner has signed an agreement waiving the right of protest to the creation of a special improvement district created to pay, in whole or in part, any necessary improvement.

An Annexation Agreement for the subject property is included as an attachment to the Agenda Report. This agreement outlines the property owner's responsibility for the cost of required improvements and includes provisions related to the formation of special improvement districts. The owner has agreed to waive the right of protest to the creation of such districts, if necessary, to fund public infrastructure improvements consistent with City standards.

8. The subject property has been or will be surveyed and officially recorded with the County Clerk and Recorder.

The subject property was surveyed and officially recorded prior to this annexation petition as part of the University Addition. The recorded plat is on file with the Cascade County Clerk and Recorder's Office.

9. The City will provide both water and sewer service to each of the uses in the subject property that may require potable water and waste water treatment and disposal.

As previously noted, the City has the capacity to provide both water and sanitary sewer service to the subject property. Per an earlier agreement, the applicant was permitted to connect to the City's water and sanitary sewer system prior to the completion of annexation, with the condition that the property owner would disconnect from the City's system if annexation is not finalized. Acknowledgment letters outlining this condition were provided to the applicant by the Public Works Department and signed copies were returned for City records.

10. The subject property is not located in an area the City Commission has designated as unsuitable for annexation.

The subject property is not located in an area the City Commission has designated as unsuitable for annexation.

11. The subject property is not located in another city or town. (See: 7-2-4608 (1), MCA)

Attachment B

The subject property is located in unincorporated Cascade County and is not within the limits of any incorporated city or town.

12. The subject property is not used in whole or in part for agriculture, mining, smelting, refining, transportation, or any other industrial or manufacturing purpose or any purpose incidental thereto. (See: 7-2-4608 (2), MCA)

The subject property is not used for agricultural, industrial, manufacturing, or related purposes. Its current use is residential, and it is surrounded by existing residential development.

BASIS OF DECISION – ZONING MAP AMENDMENT

Lot 4A, Block 7 of University Addition, located in the SW 1/4 of the NW 1/4 of Section 15, T20N, R3E, P.M.M., Cascade County, Montana, and the adjoining right-of-way of 18th Alley Southwest.

PRIMARY REVIEW CRITERIA:

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls (OCCGF) § 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 proposal to annex and establish R-3 Single-family high density zoning is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposed zoning map amendment specifically supports the following goals and policies:

- Social Policy 1.4.12 – When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.
- Physical Policy 4.2.5 – Promote orderly development and the rational extension of infrastructure and City services.
- Physical Policy 4.3.2 – Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

The subject property is located adjacent to Neighborhood Council #1. There is no adopted neighborhood plan for Neighborhood Council #1, nor any other Council within the City. Due to the Council being on summer recess, staff distributed information about the request in lieu of a formal meeting. No response or feedback was received from the Council.

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 proposed amendment is consistent with the City Commission's adopted planning documents, including the River Corridor Plan, Transportation Plan, and applicable sub-area plans. Although the subject property is not located within a designated sub-area or special planning district, the annexation of an existing residential home aligns with the City's overall land use objectives.

The annexation will require the installation of new water and sewer service lines connecting the property to existing mains; however, these typical utility connections are not anticipated to necessitate significant infrastructure expansion or increase demands on City services. Furthermore, the annexation is not expected to generate additional traffic.

Attachment C

4. The code with the amendment is internally consistent.

The proposed amendment to establish R-3 Single-Family High Density zoning is consistent with the existing City Code and aligns with the zoning of adjacent properties. The existing single-family home complements the surrounding neighborhood context, which is predominantly composed of similar single-family residences.

This proposal is not expected to negatively impact the use or enjoyment of neighboring properties, nor will it substantially diminish property values in the immediate area, as the subject property is an established residential use.

5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.

No existing public health, safety, or welfare concerns have been identified for the subject property. The proposed zoning amendment is therefore consistent with the least restrictive approach and is not anticipated to adversely affect these considerations.

6. The City has or will have the financial and staffing capability to administer and enforce the amendment.

The City currently possesses, and will continue to maintain, the necessary financial resources and staffing capacity to effectively administer and enforce the proposed amendment. The subject property's use is consistent with the proposed zoning designation, and no additional public infrastructure improvements are required to support this change.

Planning & Community Development
Room 112



2 Park Drive South
Great Falls, MT 59403

June 19, 2025

Joseph & Jessica Boso
3 Scenic Valley Lane
Cascade, MT 59421

Subject: Connection to City Water and Sewer Main and Annexation – 1420 17th Ave SW.

Dear Property Owner:

The City of Great Falls will allow connection to the City's sewer and water mains prior to the completion of annexation for the property located at 1420 17th Ave SW. All work must be performed by a licensed contractor who complies with the City's standards and obtains all required permits.

This early connection is being authorized based on the property owner's commitment to proceed with and complete the annexation process. If, for any reason, the annexation is not finalized, the property owner will be required to disconnect from the City's sewer and water systems. Any such disconnect must be completed at the property owner's expense.

Please sign and return the attached acknowledgement at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jake McKenna".

Jake McKenna
Utilities Systems Manager

Cc: Kayla Kryzsko, Planning and Community Development

Planning & Community Development
Room 112



2 Park Drive South
Great Falls, MT 59403


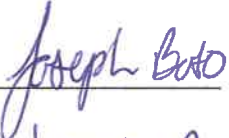



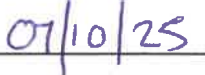
We, Joseph & Jessica Boso, agree to the terms set forth below:

The City of Great Falls will allow connection to the City's sewer and water mains prior to the completion of annexation for the property located at 1420 17th Ave SW. All work must be performed by a licensed contractor who complies with the City's standards and obtains all required permits.

This early connection is being authorized based on the property owner's commitment to proceed with and complete the annexation process. If, for any reason, the annexation is not finalized, the property owner will be required to disconnect from the City's sewer and water systems. Any such disconnect must be completed at the property owner's expense.

By signing below, you are agreeing to these terms.

Designee signature:

	
Signature:	
	
Print Name:	
	
Date:	

Please return to: City of Great Falls
P.O. Box 5021
Great Falls, MT 59403

Attn: Kayla Kryzsko, PCD



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

Name of Project (If applicable):

1420 17th Ave SW Great Falls, MT 59404

Project Address:

Joseph & Jessica Boso

Applicant/Owner Name:

3 Scenic Valley Ln. Cascade, MT 59421

Mailing Address:

406-868-2016

Phone:

joseph-boso@yahoo.com

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

Representative Name:

Phone:

Email:

LEGAL DESCRIPTION:

Lot 4A of Block 7 of the University Subdivision

Lot/Block/Subdivision:

SE 1/4 of NW 1/4 of Section 15, Township 20 N, Range 3 E, Principal Meridian Montana

Section/Township/Range:

ZONING (ZONING MAP AMENDMENT ONLY):

SRI

Current:

R-3

Proposed:

LAND USE (CONDITIONAL USE ONLY):

SFH

Current:

SFH

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.

Joseph Boso

Applicant/Owner's Signature:

6/18/2025

Date:

Representative's Signature:

Date:

June 18, 2025

To Whom it may concern,

I am writing this on behalf of my wife and I, Joseph and Jessica Boso. We would like the opportunity to bring (Annex) our property at 1420 17th Ave SW, Great Falls, MT 59404 into the city of Great Falls. With annexing into the city, we would have access to water and sewer. We built a fully finished garage and then retrofitted a one bedroom living quarters of 600 square feet inside the structure. We currently live full time in Dearborn at 3 Scenic Valley Ln., Cascade, MT 59421 and our combined daily commute is around 150 miles. My wife is part of the local health care system and works +10-hour days during the week. I also work in Great Falls during the day. We would like to have the flexibility to be able live in Great Falls to ease the cost of fuel and constant maintenance of our vehicles. We are writing this to ask for your consideration in allowing us to annex into the City of Great Falls. Thank you for your help with this matter.

Joseph and Jessica Boso

406-868-2016

3 Scenic Valley Lane

Cascade, MT 59421

