



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
January 06, 2026
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.
- [5.](#) Appointments to the Park and Recreation Board.
- [6.](#) Appointment to the Regional Airport Authority Board.
- [7.](#) Reappointment to the Mansfield Center for the Performing Arts Advisory Board.

CITY MANAGER

8. 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.

- [9.](#) Minutes, December 16, 2025, City Commission Meeting.
- [10.](#) Total Expenditures of \$4,978,535 for the period of November 27, 2025 through December 17, 2025, to include claims over \$25,000, in the amount of \$4,135,563.
- [11.](#) Contracts List.
- [12.](#) Grants List.
- [13.](#) Adopt Resolution 10614 amending Resolution 10605 adopted October 21, 2025, relating to the issuance of a \$2,000,000 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), to reflect a loan closing date in 2026.
- [14.](#) Set a public hearing for the Business Improvement District (BID) FY2026 Budget Amendment for January 20, 2026.
- [15.](#) Set a public hearing to consider a lease agreement of City owned property at 410 16th Street SW located in Community Hall Park with Boys and Girls Club of Cascade County for January 20, 2026.
- [16.](#) Set a public hearing on Resolution 10613 to establish Great Falls Police Department Fingerprint Fees for January 20, 2026.
- [17.](#) Approve the Housing and Urban Development Funding Agreements for Program Year 2025 including the Community Development Block Grant Award Agreement for \$761,417 and the

HOME Investment Partnerships Act Award Agreement for \$226,142.86 and authorize the City Manager to execute the agreements.

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

18. Sale of City-owned property located at 801 2nd Avenue North, former Community Recreation Center. *Action: Conduct a public hearing and approve or deny the sale of City-owned property with EduCare Preschool & Child Care, Inc. for the purchase price of \$800,000, and authorize or not authorize the City Manager to take all actions and execute all documents necessary to effectuate the sale. (Presented by Jessica Compton)*
19. Great Falls Saddle Club lease of City owned property located in Wadsworth Park. *Action: Conduct a public hearing and approve or deny the lease agreement. (Presented by Jessica Compton)*

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

CITY COMMISSION

20. Appointment, Mayor Pro-Tempore.
21. Review of Commission Liaisons and Appointees.
22. Commission Initiatives.
23. Miscellaneous reports and announcements from the City Commission.

ADJOURNMENT

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

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

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



Commission Meeting Date: January 6, 2026

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointments to the Park and Recreation Board.

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint two members to the Park and Recreation Board.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission appoint _____ and _____ to the Park and Recreation Board for three-year terms through December 31, 2028."

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

Summary and Board Recommendation: Anne Schmidt and Kevin Angland were appointed to the Park and Recreation Advisory Board in January 2023 for three-year terms through December 31, 2025. After completing their term both will be stepping down from the board. The City advertised for citizen interest in accordance with Resolution 10524 and received four applications. Citizens interested in serving on the Board are Victoria Hunt, Valerie Scheevel, Shandi Jones and Kim O'Haire.

The Park and Recreation Advisory Board met on December 8, 2025, and recommended the City Commission appoint Victoria Hunt and Valerie Scheevel for three-year terms through December 31, 2028.

Background: The Park and Recreation Board consists of seven members who act in an advisory capacity to the City Commission and the City Manager on all matters related to the Park and Recreation program in the City of Great Falls. Pursuant to Ordinance 3169, members must reside within the City.

Anne Schmidt	1/1/2023 – 12/31/2025
Kevin Angland	1/1/2023 – 12/31/2025
Patrick Carroll	4/7/2020 – 12/31/2026
Erin Borland	12/6/2022 – 12/31/2026
DeeAnna Brady-Leader	1/7/2025 – 12/31/2026
Arthur Taft	2/1/2022 – 12/31/2027
Jim Sargent	11/21/2023 – 12/31/2027

Alternatives: The Commission may decide not to make any appointments at this time and instead direct staff to seek additional citizen interest. The Commission could also choose to interview applicants before making appointments.

Attachments:

Applications from Victoria Hunt, Valerie Scheevel, Shandi Jones and Kim O'Haire



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

Agenda #5.

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

Board/Commission Applying For: Park & Rec. Advisory Board		Date of Application: 11/26/25
Name: Victoria Hunt		
Home Address: 1320 Beargrass Drive 59404		Email address: victoriamhunt@hotmail.com
Home Phone:	Work Phone:	Cell Phone: 406-760-8624
Occupation: Self-Employed		Employer: 2 Claps 1 Snap
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: 22 years running my own business love outdoors & activities		
Educational Background: University of Washington - 2 years		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Harvest Howl Christmas Parade Judge		
Previous and current public experience (elective or appointive): None		
Membership in other community organizations: Riverview Toastmasters, Great Falls Rotary Club, Meadowlark Club Board Member		

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

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

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

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

Meadowlark Country Club

Are you a Qualified Elector? Yes ☒ No ☐

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

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

To learn more about Great Falls and give back to my community.

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

I show up. I'm new to Great Falls - moved here in 2021 and extremely happy with my new home town and looking for ways to give back to the community that accepted me and my family so graciously.

Additional comments:

Happy to give local references.

Signature

Victoria Hunt

Date:

11/26/25

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

Return this form to:

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

Hand Deliver: City Manager's Office
Civic Center, Room 201
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Email:
kartis@greatfallsmt.net



**BOARDS AND COMMISSIONS
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Agenda #5.

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

Board/Commission Applying For:		Date of Application:	
Great Falls Park and Rec Advisory Bd		11/17/2025	
Name:			
Valerie Scheevel			
Home Address:		Email address:	
2717 Jasper Rd Great Falls, MT 59404		valscheevel@charter.net	
Home Phone:	Work Phone:	Cell Phone:	
		425-308-1570	
Occupation:		Employer:	
Client Care Rep		FirstMark Insurance	
Would your work schedule conflict with meeting dates? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If yes, please explain)			
Depends on when meetings are scheduled. I am generally available after 2 pm most weekdays			
Related experiences or background: I have a degree in Physical Education and have been in the tennis industry for many years. In high school I helped teach lessons at the Park and Rec here in Great Falls. I have been teaching tennis at different public and private clubs since college. I currently serve on the MT USTA Board. I am also serving on the Great Falls Tennis Association Board as well as the Meadowlark Country Club Tennis committee.			
Educational Background: I have a Bachelor's degree in Physical Education.			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: I have run a Fundraising program for my kids school in Washington and am running the same program for the Great Falls Tennis Association now and am working on implementing it at a family camp here in MT. I helped run a charity Golf Tournament benefiting Antioch Adoptions which provides free adoptions for families. I have run social activities for our HOA community. I have been involved in service at church throughout the years.			
Previous and current public experience (elective or appointive): I currently coach tennis at CMR High School. I currently serve on the MT USTA Board, the Great Falls Tennis Association Board as well as the Meadowlark Country Club Tennis committee.			
Membership in other community organizations:			

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

I helped teach tennis lessons for the Park and Rec in high school during the summer

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

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

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

MT USTA board and Great Falls Tennis Association Board

Are you a Qualified Elector? Yes ☒ No ☐

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

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

I am interested in serving on the board to help grow the Park and Rec tennis program in Great Falls. There are many ways I believe we can grow interest in tennis for the adult and youth population as well as increase revenue for the city. I would like to work with the city to find ways to make that happen through increased programming, facilities and staffing. I would also like to see Parks and Rec thrive in general as I am a proponent of health and fitness and I see Parks as a great way to promote that. We have wonderful assets like the River Edge Trail, Electric City Waterpark, the skate park, and pickleball courts to name a few that are vital to our community. Preserving and promoting these as well as other park and rec services is an important part of getting people outdoors and engaged in a healthy lifestyle.

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

On top of the experience and background provided above, I am passionate about tennis and the benefits it has for healthy living as well as the social benefits to the community. In tennis or elsewhere, I enjoy connecting people with resources and opportunities to get involved and connect with others in a fun environment. I enjoy working with others.

Additional comments:

Signature

Valerie Scheevel

Date:

11/17/2025

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

Agenda #5.

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

Board/Commission Applying For: Park and Recreation Advisory Board		Date of Application: 11/26/2025
Name: Shandi Jones		
Home Address: 424 Riverview Dr E		Email address: sophisticatedsquare@gmail.com
Home Phone: 406-231-5432	Work Phone:	Cell Phone:
Occupation: Loan Officer		Employer: Great Falls Development Alliance
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: I do bring forth a wealth of financial knowledge and budgetary decision making from over 18 years in the financial service industry. I am passionate about the Great Falls community and recognize the importance of a well-supported park and recreation program and the impact in place on the quality of life for the residents of our city.		
Educational Background: I hold an associate degree in business management and have obtained various certifications throughout the years. These include commission as a Notary Public since 2012, Limited Lines Insurance License and certification in the Creating Member Loyalty program with the National Credit Union Association(2021)		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: I have never served on a board and this would be my first service.		
Previous and current public experience (elective or appointive): N/A		
Membership in other community organizations: N/A		

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

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

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

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

Are you a Qualified Elector? Yes ☒ No ☐

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

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

I am looking to get involved and am a life-long resident of Great Falls! If this particular committee does not seem to be the right fit, I am open to others where the city feels my experience and expertise could prove more beneficial.

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

Over the years I have developed strong financial judgement. I am skilled at evaluating risk, analyzing potential impacts and recommending creative solutions.
I can make difficult decisions with an unbiased approach, listening carefully to all perspectives, all while maintaining the dignity and respect of everyone involved.

Additional comments:

I appreciate your time and consideration for this opportunity.

Signature

Date:

11-26-2025

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

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

Agenda #5.

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

Board/Commission Applying For: Park and Rec		Date of Application: 11-25-2025	
Name: Kim O'Haire			
Home Address: 326 14th Ave S #4		Email address: Kim@Dahlquistrealtors.com	
Home Phone:	Work Phone:	Cell Phone: 406-899-4772	
Occupation: Realtor		Employer: Dahlquist Realtors	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: I am willing to learn. I can't say I know alot about the park and rec but willing to learn and help out.			
Educational Background: High School some college and alot of C/E credits in real estate			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: I have over the years been involved with sports when my kids were young now my grandkids are in sports. I don't miss much. My grandkids love the parks around Great Falls			
Previous and current public experience (elective or appointive): I have been on many boards. I was on the Vaughn School board, Baron Arms Condo Association, Alter Classic Car Club and currently on director of the Montana Cowgirls Association.			
Membership in other community organizations: I belong to the Montana Cowgirls Association and Alter Classic Car Club			

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

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

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

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

Montana Cowgirls Association Board of Directors

Are you a Qualified Elector? Yes ☒ No ☐

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

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

I think with the love my grandkids have for the park in the community and my real estate knowledge I would make a qualified person. Yes I would need to learn and hoping someone would help me along the way. With my job I can make time for this.

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

I am born and raised in Great Falls I have been a Realtor for almost 17 years. I do show some of my clients parks when they come from out of state. I think more knowledge would help me and I bring different views. I have a office I can ask for options if need be too.

Additional comments:

Signature

Kim O'Haire

Date:

11-25-25

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Commission Meeting Date: January 6, 2026

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointment to the Regional Airport Authority Board.

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint two members to the Regional Airport Authority Board for three-year terms through December 31, 2028.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission appoint _____ and _____ to the Great Falls Regional Airport Authority Board for three-year terms through December 31, 2028."

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

Summary: Richard Gibbs was appointed to the Airport Board on January 21, 2020 for his first three year term and reappointed on December 6, 2022 for a second three-year term through December 31, 2025. After completing two full terms he is stepping down from the Board. Elizabeth Whiting was appointed on June 18, 2024, to fill the remaining term for Jordan Husted through December 31, 2025. Ms. Whiting is interested in serving an additional term. City staff advertised for citizen interest through the normal process and received two applications.

Applicants for consideration are Elizabeth (Liz) Whiting, Ryan Villines and Debra Evans. Interviews were scheduled to be conducted by the City Commission during a Special Work Session on January 6, 2026 at 4:30 p.m.

The Airport Authority and the Airport Authority Board have chosen not to make recommendations about appointing or reappointing Board Members.

Members of this board are:	Term end dates:
Richard Gibbs (City)	12/31/2025
Elizabeth (Liz) Whiting (City)	12/31/2025
Cameron (Todd) Swathwood (City)	12/31/2026
Terry Thompson (City)	12/31/2026
Robert David Smith (County)	12/31/2026
Sean Hoven (County)	12/31/2027

Rod Hall (County)

12/31/2027

Background: The Regional Airport Authority consists of seven members, four appointed by the City Commission and three appointed by the Cascade County Commission. It is the City Commission's consensus that City appointed members be City Residents. The Authority serves as the governing and policy setting body for the operation and management of the Great Falls International Airport. Its duties include employing the Airport Director, who hires staff and oversees the day-to-day operations of the Great Falls International Airport. Applicants must be city residents in order to be considered for a City appointed position on the board.

Alternatives: The City Commission could choose not to appoint one of the applicants and direct staff to readvertise.

Attachments:

Applications from Elizabeth Whiting, Ryan Villines and Debra Evans



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

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

Board/Commission Applying For: AIRPORT AUTHORITY BOARD		Date of Application: MAY 10, 2024
Name: ELIZABETH (LIZ) WHITING		
Home Address: 1329 DIXIE LN GTF, MT		Email address: Liz@whittings.org
Home Phone: 406-202-0067	Work Phone: 406-401-8127	Cell Phone: —
Occupation: DIRECTOR OF GRADUATE MEDICAL EDUCATION		Employer: TOURO COM - MT
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain) I CAN FLEX MY TIME		
Related experiences or background: SERVED AS COMMISSIONER : CHAIRMAN OF HELENA AIRPORT AUTHORITY BOARD 2016-2021		
Educational Background: MASTER'S IN MANAGEMENT : LEADERSHIP BACHELOR'S IN BUSINESS		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: PEACE HOSPICE VOLUNTEER 2021 - CURRENT MT STATE PARKS ; REC BOARD (APPOINTED BY GOV) 2021 - PRESENT HELENA COLLEGE FOUNDATION BOARD 2016-2018 HELENA SCHOOL BOARD COMMUNITY RELATIONS CMTE 2013-2016		
Previous and current public experience (elective or appointive): MT STATE PARKS ; REC BOARD (APPOINTED BY GOV) MT STATE HOUSE OF REPRESENTATIVES HD 80 2011-2014		
Membership in other community organizations: HELENA CHAMBER OF COMMERCE CONVENTION : VISITORS BUREAU 2009-2011 YMCA VOLUNTEER 2000-2005		

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

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

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

HELENA AIRPORT AUTHORITY 2016 - 2021

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

MT STATE PARKS : RECREATION BOARD

Are you a Qualified Elector? Yes ☒ No ☐

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

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

I LOVE TOURISM AND PROMOTING OUR CITY : STATE. I THOROUGHLY ENJOYED MY SERVICE IN HELENA AND WANT TO BECOME MORE INVOLVED IN GREAT FALLS.

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

I LEARNED SO MUCH IN THE 5 YEARS I SERVED IN HELENA. I UNDERSTAND THE CHALLENGES WITH GETTING AIR SERVICE : CHANGING FAA REGULATIONS. I ALSO WENT THROUGH THE ENTIRE REMODEL PROCESS.

Additional comments:

I WOULD BE HONORED TO SERVE!

Signature

ij whitney

Date:

May 10, 2024

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

Agenda #6.

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

Board/Commission Applying For: Airport Authority Board		Date of Application: 2025-11-26
Name: Ryan Villines		
Home Address: 3024 5th Ave S		Email address: rvillines@hotmail.com
Home Phone: 406-564-6535	Work Phone: 424-354-9011	Cell Phone: 406-564-6535
Occupation: Civil Engineering - Water & Fuel Systems		Employer: United States Air Force
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain) I work M-F, however I should have no problem attending meetings as I can schedule time off accordingly.		
Related experiences or background: Active Duty Air Force - 15 Years. Very familiar with GOV & CIV airport operations, project management, contracting (I currently oversee \$15M in annual service contracts), facility maintenance, liquid fuel systems, deicing system design & ops, PAX generation & movement, economic development & income generation, value capture tools like TIF/BID/CID/SID's, freight movement & brokerage, etc		
Educational Background: AAS - Mechanical & Electrical Technology Airport Tycoon (2000)		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Emergency Operations Center, Multiple Locations - ESF's 3,12,14 (2019 - Present) Society of American Military Engineers, Big Sky Post - Secretary (2016-2020) BSA Scouting (1995-2005)		
Previous and current public experience (elective or appointive): Director: Teal Bend Public Water Supply - 250 household PWS. Prepared and completed several major capital projects to bring the system to and beyond modern standards.		
Membership in other community organizations: Founder: Mid-America Housing Providers - Political organization which engages in legislative efforts to increase housing stocks and protect housing providers. Director: Missouri Vacation Home Alliance - 501(c)6 nonprofit that leads nationwide housing advocacy and STR education events. Community Leader: Volunteer who leads a local Airbnb host club, organizing meetups and liaising between homeowners, hosts, corporate entities, and state legislators.		

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

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

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

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

Are you a Qualified Elector? Yes ☒ No ☐

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

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

I have an interest in serving the community and ensuring that our airport is operated in an efficient, responsible, forward looking manner for benefit of the community. I believe the airport is in a great position to succeed and would love an opportunity to protect and expand on the hard work that's been poured into the airport over the last 15 years.

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

I have a myriad of first hand experiences, both professionally and personally that qualify me for service on this board. I believe I can leverage my experience and unique skill set to enhance our airport operations, customer satisfaction, profitability, pax counts, and more. I work well with others and have an excellent understanding of Montana law, federal regulations, and I'm a student of finding both simple and creative solutions to any range of problems.

Additional comments:

It would be a pleasure to serve my city in this capacity, and welcome the opportunity to assist.

Signature

Ryan Villines

Date:

2025-11-26

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

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Email:
kartis@greatfallsmt.net



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

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DEC 22 2025

CITY MANAGER

Agenda #6.

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

Board/Commission Applying For: <i>Great Falls International Airport Authority</i>		Date of Application: <i>12/19/2025</i>
Name: <i>DEBRA K EVANS</i>		
Home Address: <i>3504 Centennial Court</i>		Email address: <i>deb@bresnan.net</i>
Home Phone: <i>/</i>	Work Phone: <i>/</i>	Cell Phone: <i>(406) 868-7723</i>
Occupation: <i>retired from financial industry</i>	Employer: <i>—</i>	
Would your work schedule conflict with meeting dates? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, please explain)</i>		
Related experiences or background: <i>- prior experience on this Board and as the Chair -</i> <i>- financial background and industry experience</i>		
Educational Background: <i>BSBA - Finance - University of Nebraska</i> <i>Pacific Coast Banking School Executive Development Program</i>		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: <i>- Great Falls Symphony Board</i> <i>- United Way of Cascade County - Board</i> <i>- American Red Cross - Board</i> <i>- University of Great Falls - Board</i> <i>- Aging Service Commodity Food Program - volunteer</i> <i>These are all prior experiences.</i>		
Previous and current public experience (elective or appointive): <i>Great Falls International Airport Authority - Board (prior)</i>		
Membership in other community organizations: <i>Athena Women's Leadership through the Great Falls Chamber of commerce.</i>		

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

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

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

Great Falls International Airport Authority 2013-2021

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

Are you a Qualified Elector? Yes ☒ No ☐

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

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

I learned much about the airport, its operations and funding sources from my prior experience. I am interested now in how to assist the airport to maintain and grow airline service despite challenging conditions.

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

Same as above.

Additional comments:

Signature

Debra K. Evans

Date:

12/19/2025

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

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kartis@greatfallsmt.net



Commission Meeting Date: January 6, 2026

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Reappointment to the Mansfield Center for the Performing Arts Advisory Board

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Reappoint a member to the Mansfield Center for the Performing Arts Advisory Board for a three-year term through December 31, 2028.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (reappoint/not reappoint) Amanda Brumwell to the Mansfield Center for the Performing Arts Advisory Board for a three-year term through December 31, 2028."

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

Summary: Terms for Board members Grant Harville, Benjamin Nelson and Amanda Brumwell are set to expire on December 31, 2025. Mr. Harville has moved from Great Falls and due to work conflicts, Mr. Nelson is not able to serve another term. Ms. Brumwell is interested and eligible to serve an additional term. Her application is included with this report for consideration for reappointment. The City advertised for other citizen interest and received an application from London Griffith.

Gina Winters also resigned from the Board on November 24, 2025.

Board Recommendation: During a Board meeting on December 19th members approved the motion to recommend Ms. Brumwell for reappointment but decided to hold off on deciding on Ms. Griffith until the other members were available to consider her application. This will be added to the next Mansfield Board meeting on January 16th, 2026.

Staff will continue to advertise to fill the remaining vacancies on the Board in the meantime.

Background: The Civic Center Advisory Board was created in 1997 and was amended by Ord. 2928 in February of 2006 to change the name to the Mansfield Center for the Performing Arts Advisory Board. The Board acts in an advisory capacity to the City Commission and the City Manager on matters related to the successful operation of the Civic Center as the Mansfield Center for the Performing Arts and public meeting rooms.

The Board consists of five to seven members with an attempt to have representation from the areas of performing arts, conventions and meetings, and civic leaders.

Members of the Board are:

Grant Harville	12/19/2017 – 12/31/2025(moved)
Benjamin Nelson	12/6/2022 – 12/31/2025(resigned)
Amanda Brumwell	11/7/2023 – 12/31/2025
Gina Winters	5/7/2024 – 12/31/2026 (resigned)
Emily Lund	4/18/2023 – 12/31/2026
Carl Donovan	6/7/2022 – 12/31/2027
Randall Knowles	4/18/2023 – 12/31/2027

Alternatives: The Commission could choose not to make an appointment at this time and direct staff to continue advertising. The Commission could choose to appoint Ms. Griffith without the board recommendation.

Attachments:

Applications from Amanda Brumwell and London Griffith



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

Agenda #7.

RECEIVED

SEP 14 2023

CITY MANAGER

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

Board/Commission Applying For: Mansfield Advisory Board		Date of Application: 9-14-23	
Name: Amanda (Mandy) Brumwell			
Home Address: 10 25th St SW G.F. 59404		Email address: stylistmandy@gmail.com	
Home Phone: NA	Work Phone: (406) 771-4900	Cell Phone: (406) 868-9315	
Occupation: Cosmetologist		Employer: Self / Cutting Crew Salon	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain) as long as there is notice of dates I can work around them			
Related experiences or background: I have been involved in PTA, Montana East West Shrine Game, and other smaller groups.			
Educational Background: Trade School			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: Montana East West Shrine Football Game Montana Shrine Golf Tournament Shrine Circus Kids Hope Mentoring Spark the Arts Boy Scouts of America			
Previous and current public experience (elective or appointive): NA			
Membership in other community organizations: I have listed groups im active with and past groups as well. Please call if you have more questions.			

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

Agenda #7.

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

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

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

Montana East West Shrine Game
Spark the Arts

Are you a Qualified Elector? Yes ☒ No ☐

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

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

I am interested in this board because I love the arts and am looking to be involved in a county group. I believe that there is great value in becoming part of this board.

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

I have helped in the planning & execution of numerous events over the years. I have a true passion for organizations that support the arts and children.

Additional comments:

Signature

Michelle L. Brownell

Date:

9-14-23

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

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

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

Board/Commission Applying For: Mansfield Center for the Performing Arts Advisory Board		Date of Application: 11/24/2025	
Name: London Griffith			
Home Address: 1219 26th Ave. SW, Great Falls MT, 59404		Email address: london.griffith@gmail.com	
Home Phone:	Work Phone:	Cell Phone: 347-834-7420	
Occupation: Transfer Associate		Employer: DA Davidson	
Would your work schedule conflict with meeting dates? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If yes, please explain) At the moment, yes as I am only allowed an hour for lunch, however with acceptance to the board, I am confident that arrangements could easily be made for my attendance.			
Related experiences or background: Please see attached document.			
Educational Background: CMR c/o 2005 University of Central Arkansas (no degree) New York Conservatory for the Dramatic Arts c/o 2009 Borough of Manhattan Community College - Paralegal course certificate			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: Currently, in training as a CASA Cascade County Volunteer Currently, serve as a member of the Church of the Incarnation Previously, volunteered at the Lehigh County Humane Society			
Previous and current public experience (elective or appointive): None			
Membership in other community organizations: Great Falls Theatre Company Member of the Church of the Incarnation			

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Are you a Qualified Elector? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)	
Please describe your interest in serving on this board/commission? Please see attached document.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? Please see attached document.	
Additional comments: Please see attached document.	
Signature 	Date: 11-25-2025

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

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Related Experiences or Background:

I worked in theater production for many years in New York City and assisted in running an Off-Broadway venue. Having worked backstage, on stage, behind the scenes and an avid performing arts supporter, I possess the unique ability to comprehend and understand the lasting effects of decisions through several positions in a theater and can properly weigh and measure the pros and cons of all. I have included my theatrical production resume that highlights more of these experiences.

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

I have been a lifelong lover of the performing arts, having participated and trained in a variety of them - dance, piano, percussion and theater. I attended a conservatory for acting in New York City, where after completion, I continued to reside there, in New York City, for over a decade gaining knowledge and experience both behind the scenes and in front of the curtain. I have worked in theaters in New York, New Jersey, Connecticut, Arkansas and Pennsylvania. I believe that I could bring a unique and wider perspective and vision to the Board as to how to grow and better serve the community with the performing arts. As a native of Great Falls, I loved attending performances and productions at the Mansfield. Since returning to Great Falls in late January I have had the opportunity to attend every Symphony concert at Mansfield. I have also worked with the Great Falls Theater Company as an actor, and a director for a couple of their productions. I have found that getting involved in the arts is the best way to help myself grow and put down roots. I am eager to see how my experience and expertise can assist in making the Mansfield Center and Great Falls, front and center as a premier performing arts center in Montana.

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

I have touched briefly on this in my previous answer, but I have also included a resume of my theater production experience. I want to specifically note my experience of founding a theater company, as well as spearheading a successful Off-Broadway run. As the Lead Producer of that production, I handled the negotiation of contracts, finding sponsors, hiring

artists, and collaborating with the venue to find amicable solutions to a variety of problems and issues that arose. I have had experience working with riders both as an incoming artist and as a venue as in a previous role, I assisted the theater manager of an Off-Broadway house with booking and managing the space.

While in this role, I also had the privilege to learn how to build a well-rounded season through theater, dance and music bookings that came through the theater space. As the Box Office Manager of that space, I became well acquainted with different needs and requests of artists and the hurdles that both the space and the artists must work around to make an excellent experience for patrons.

As an artist with multiple disciplines and interests, anticipating needs, requests and possible collaborations and compromises is something that I take great pride in. Theater, the art form that I have most experience in on stage and behind the curtain, has taught me that every issue can be solved with collaboration, compromise and a little ingenuity. Often the most obvious answer is also the most problematic one. When this unfortunately occurs, having the experience of collaborating with others with different viewpoints, experience and needs, the answer that arises is often more well rounded and serves everyone better than the most obvious one. Working as a team to find a solution allows everyone ownership of that solution and a sense of pride in finding one that works well for all.

I have an enduring passion for making sure that everyone finds a performing art that serves them. Dance, music and theater do not exist in boxes and there is something for everyone, and always a way to bring performing arts to the community in a non-intimidating way. I believe that I will bring a broader knowledge of the arts to this Board and in doing so believe that we can work together to broaden the reach and use of the Mansfield Center that will continue to support and uplift the community of Great Falls.

Additional Comments

I recently applied for a position on the Library Board earlier this year. While I am passionate about our library, reading, knowledge and community that the library holds, I do believe that serving on the Mansfield Board would be the best use of my knowledge and strengths. While any new position requires a learning curve, I do believe that this curve would be less steep for me, and I would be able to “hit the ground running” should I be chosen to join this Board.

LONDON GRIFFITH

347.834.7420 / london.griffith@gmail.com

Director

Kiss Me, Kate!	Director	PA Playhouse	2024
Rent Controlled	Co-Director	OBP	2013

Production Lead

Founding Producer/Executive Director	M. Beth Productions	2019
Assistant Producing Artistic Director	Planet Connections Theater Festivity	2015

Producer

M. Beth	Producer	M.Beth Prod.	2019
Twelfth Night	Producer	NRCC	2018
It's A Wonderful Life	Associate Producer	BOO-Arts	2012
Denny and Lila	Associate Producer	MTWorks	2012
It's A Wonderful Life	Associate Producer	BOO-Arts	2011
Twelfth Night	Associate Producer	BOO-Arts	2011

Stage Management

Farewell to Sanity	Production Stage Manager	OBP	2013
National NewBorn Festival	Production Stage Manager	MTWorks	2013
Costa Rehab	Production Stage Manager	MTWorks	2011
A Daughter of Israel	Production Stage Manager	BOO-Arts	2010
Blessing of the Boats: Remix	Stage Manager	TPAC	2013
Scene/Unseen	Stage Manager	FabMarquee	2012
Anais Nin Goes to Hell	Assistant Stage Manager	MTWorks	2016
Merrily We Roll Along	Assistant Stage Manager	APAC	2015
The Picture of Dorian Gray	Assistant Stage Manager	MTWorks	2013
3Weeks: A New Opera	Assistant Stage Manager	LABA	2012
Parts of Parts & Stitches	Assistant Stage Manager	MTWorks	2012
The Love List	Assistant Stage Manager	BOO-Arts	2009

Wardrobe & Stage Hand

Raisin	Jeannipher Pacheco	Wardrobe Supervisor	APAC	2017
Anais Nin Goes to Hell	Izzy Fields	Wardrobe Supervisor	MTWorks	2016
Macbeth (of the Oppressed)	Izzy Fields	Wardrobe Supervisor	FabMarquee	2015
Merrily We Roll Along	Jennifer Jacobs	Wardrobe Supervisor	APAC	2015
Sweet, Sweet Spirit	Rachel Dozier	Hair & Wardrobe Asst.	MTWorks	2014
The Picture of Dorian Gray	Rachel Dozier	Wardrobe Assistant	MTWorks	2013
The Empress of Sex	Izzy Fields	Costume Assistant	PCTF	2012
The Love List	J. McVay	Costume Assistant	BOO-Arts	2009

JOURNAL OF COMMISSION PROCEEDINGS
December 16, 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 Jeremy Jones, Planning and Community Development Director Brock Cherry, Finance Director Melissa Kinzler, Assistant Chief of Fire Prevention Mike McIntosh, City Attorney David Dennis, 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.

COMMUNITY INITIATIVES

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM THE GREAT FALLS AREA CHAMBER OF COMMERCE.

Ed Brown, President and CEO of the Great Falls Area Chamber of Commerce, thanked Commissioner Wolff for her service and wished her well in her future travels, noting that she is a true treasure to the community and will be greatly missed. Mr. Brown also highlighted that the Chamber will be hosting a breakfast tomorrow to recognize local businesses and present awards. In addition, he shared that a newly formed government committee will be meeting to discuss legislative priorities the Chamber should support in the upcoming session. Mr. Brown commented on the positive news that Great Falls is gaining a Texas Roadhouse, which will create new jobs, but noted that some employees are leaving existing businesses to work there.

JOURNAL OF COMMISSION PROCEEDING
December 16, 2025

PETITIONS AND COMMUNICATIONS

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

NEIGHBORHOOD COUNCILS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

5. APPOINTMENTS TO THE SUPER TIF ADVISORY COMMITTEE FOR ALL CITY TAX INCREMENT FINANCING (TIF) DISTRICTS.

Mayor Reeves reported that the City Commission established the Super Tax Increment Financing (TIF) Advisory Committee on October 21, 2025, through Resolution 10609. Following that action, City staff opened the application period for interested citizens and received three applications: Kellie Pierce, Edward Brown, and Mitch Tropila.

He noted that the first set of appointments must include a mix of one-, two-, three-, and four-year terms to establish staggered expirations. After initial terms are assigned, all future appointments to the Committee will be for a term of four years. The specific assignment of the initial staggered terms does not affect future service and is only needed once to establish the rotation.

Commissioner Wolff moved, seconded by Commissioner McKenney, that the City Commission appoint Luke Diekhans to a one-year term through December 31, 2026; appoint Edward Brown to a two-year term through December 31, 2027; appoint Mitch Tropilla to a three-year term through December 31, 2028; leave open one of the four-year terms and appoint Kellie Pierce to a four-year term through December 31, 2029.

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

JOURNAL OF COMMISSION PROCEEDING
December 16, 2025

Mayor Reeves noted that Commissioner Joe Briggs had been recommended as the representative from Cascade County but clarified that the intent was to appoint a stakeholder with direct community involvement rather than an elected official. Commissioner McKenney echoed this concern, stating that after contacting the sponsor of Senate Bill 3, he was informed that the appointee should be a stakeholder and not an elected official.

Commissioner Tryon received clarification that Director Cherry emailed Cascade County Commissioners and Superintendent Heather Hoyer for their representative recommendations.

Commissioner Tryon expressed concern that two recommended members were from the downtown area, noting prior discussions about representatives from each of the five TIF districts and the need for greater diversity on the Super TIF Advisory Committee. Director Cherry explained that the application period had been extended, but the recommended individuals were the only applicants received.

Commissioner Wolff commented that community interest may increase once the Super TIF Advisory Committee's work becomes more visible, potentially providing more options in the future.

With no further discussion, Mayor Reeves called for the vote.

Motion carried 5-0.

6. REAPPOINTMENTS TO THE CITY-COUNTY BOARD OF HEALTH.

Mayor Reeves reported that the City-County Board of Health was created through an Agreement entered into between Cascade County and the City of Great Falls in 1975 to establish a board of health as contemplated by the provisions of Montana law relating to local boards of health, specifically § 50-2-106, MCA. Under the terms of the 1975 Agreement, the City-County Board of Health consists of seven members. One of those members is Dr. Rachel Amthor. The County Commission reappointed Dr. Amthor for a full three-year term during their meeting on December 9, 2025.

Commissioner Wilson moved, seconded by Commissioner Tryon, that the City Commission reappoint Dr. Rachel Amthor to the City-County Board of Health as the licensed doctor of medicine to represent the medical community for a three-year terms effective March 1, 2025, through February 28, 2028.

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 Wilson explained that Dr. Amthor had previously been appointed to complete the remainder of Dr. Geyer's term through February 2025, and that the

JOURNAL OF COMMISSION PROCEEDING
December 16, 2025

current action corrects the oversight of not formalizing the reappointment earlier. She also noted an error in the agenda report, clarifying that the interested citizen appointed by the City Commission is Laurie Glover, not Amanda Ball.

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

Motion carried 5-0.

CITY MANAGER

7. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon announced the retirements of Public Works employees John Servoss, John Sweeney, and Paula Baroch, as well as Great Falls Police Department Lieutenant Rich LaBard, and expressed appreciation for their service to the City of Great Falls. He also congratulated Calob Larson on his promotion to Sergeant and Zane O'Mara on his promotion to Master Police Officer.

Manager Doyon highlighted a recent visit with Director Cherry to meet with Chamber-sponsored Leadership High School participants for a Q&A session.

Deputy City Manager Jeremy Jones provided an update on the downtown parking program. He reviewed key takeaways from the December 1, 2025, special Commission meeting, which included the need for a financially self-sustaining program, improved parking turnover to support downtown businesses, consistent and fair enforcement, and maintaining parking assets in a safe and functional condition.

He announced that a Downtown Parking Summit, consisting of approximately 25 business owners, property owners, and residents, will meet for facilitated sessions with Mark Willmarth on January 16, January 30, and February 13, 2026, to develop a comprehensive reboot concept for the parking program. City staff have been tasked with providing financial data, market comparisons, enforcement statutes and capabilities, parking utilization data, and infrastructure maintenance needs to support the summit's work.

Following the February 13 meeting, staff plan to return to the Commission with a proposed parking program that is legal, sustainable, enforceable, and responsive to the needs of the majority of stakeholders.

Manager Doyon noted that while the process may not satisfy all parties, it will ensure all voices are heard. He recommended proceeding with the current agenda item to set a public hearing on parking rates to maintain an interim program until a more broadly acceptable solution is presented.

JOURNAL OF COMMISSON PROCEEDING
December 16, 2025

Manager Doyon also thanked Commissioner Wolff for her service on the Commission, noting her genuine interest in City employees and operations, her thoughtful perspective, and her valuable counsel and support to him during administrative matters.

CONSENT AGENDA

8. Minutes, December 1, 2025, Special City Commission Meeting.
9. Minutes, December 2, 2025, City Commission Meeting.
10. Contracts List.
11. Grants List.
12. Total Expenditures of \$5,238,081 for the period of November 13, 2025, through November 26, 2025, to include claims over \$25,000, in the amount of \$4,434,196.
13. Set a public hearing for January 6, 2026, to consider a lease agreement of City owned property located in Wadsworth Park with the Great Falls Saddle Club.

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

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

- 14. ORDINANCE NO. 3282, AMENDING TITLE 12, CHAPTER 5, AND TITLE 15, CHAPTER 9 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO PARADES, PROCESSIONS, FUN RUNS, STREET CLOSURES AND THE FIRE CODE.**

Assistant Chief of Fire Prevention Mike McIntosh reported that this item is second reading of Ordinance 3282. In summary, the requested code change for Title 12 is

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changing reference from Park and Recreation to Great Falls Fire Rescue for street closure and parade permitting. The requested code changes for Title 15 include:

- Authority for the fire chief to initiate burn bans within the City without having to wait for the county to initiate a burn ban county-wide
- Allowing certain areas within the city limits to conduct open burning through a burn permit process
- Adding clarifying language for when a fire alarm contractor must obtain a permit for work being done on existing fire alarm systems
- Adding language that allows for GFFR to charge fees for its response to buildings where a fire has previously occurred, and the building has been declared a nuisance by established city policy
- Adding language for the requirement of a Knox Box on buildings where new life safety systems are installed, or significant upgrades to existing life safety systems are taking place
- Adding language that prohibits the construction practices of blasting and the tenting of fire sprinkler systems in commercial buildings

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Ordinance 3282.

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.

15. ORDINANCE NO. 3283 AMENDING TITLE 10, CHAPTERS 9 AND 10 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO THE ADMINISTRATION AND OPERATION OF THE CITY'S PARKING SYSTEM; AND RESOLUTION 10612 ESTABLISHING THE RATES, FEES, AND PENALTIES ASSOCIATED WITH TITLE 10 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO THE CITY'S DOWNTOWN PARKING SYSTEM.

Planning and Community Development Director Brock Cherry reported that Ordinance 3283 and Resolution 10612 are before the Commission for first reading addressing the operation, rates, fees, and penalties of the Downtown Parking Program. He noted that at the December 1, 2026, Special Commission Meeting, the Commission emphasized the urgency of identifying and implementing a sustainable downtown parking program as a top City priority. Despite staff efforts to expedite the process, the parking program deficit continues to grow and is currently approximately \$80,000. Director Cherry stated that he

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anticipates a very active year regarding parking and expressed confidence in Deputy City Manager Jones' efforts and optimism about the upcoming Parking Summit.

City Manager Greg Doyon added that the deficit means Great Falls property taxpayers are subsidizing downtown parking, increasing the urgency to reach a resolution. He noted that the City has budgeted conservatively in recent years while recovering from COVID, but uncertainty surrounding potential legislative changes to property taxes, combined with declining fund balance, heightens financial risk. Manager Doyon emphasized the need to manage the parking program with some flexibility to avoid continued impacts on the general fund and core services, including public safety.

Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission set a public hearing for January 20, 2026, on Ordinance 3283 amending Title 10, Chapters 9 and 10 of the Official Code of the City of Great Falls (OCCGF) pertaining to the administration and operation of the City's parking system.

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

Ron Paulick, City resident, asked about the possibility of smaller, incremental parking rate increases over time.

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

Commissioner Tryon stated that taxpayers are already subsidizing downtown parking through the general fund and that incremental increases would not eliminate that subsidy. He noted the City has no legal obligation to operate a downtown parking enforcement system. The City of Great Falls is responsible for public streets, so whatever enforcement takes place has to be done by the official governing body, if there is parking enforcement. While expressing a personal preference to eliminate downtown parking meters altogether, he supported moving the item forward to public hearing.

Commissioner Wolff expressed confidence in staff and the community working together toward a solution.

Commissioner McKenney noted that general fund dollars, which also support police, fire, parks, and quality-of-life services, are being redirected to subsidize downtown parking and that the City can no longer afford this. He characterized the proposed action as a short-term measure while anticipating more comprehensive solutions from the Parking Summit.

Commissioner Wilson expressed interest in seeing what the Summit process produces, noting that parking is a complex issue.

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

Motion carried 5-0.

**JOURNAL OF COMMISSION PROCEEDING
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Commissioner Wilson moved, seconded by Commissioner McKenney, that the City Commission set a public hearing for January 20, 2026, on Resolution 10612 establishing the rates, fees, and penalties associated with Title 10 of the Official Code of the City of Great Falls (OCCGF) pertaining to the City's Downtown parking system.

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

Ron Paulick, City resident, commented that the public is largely unaware that downtown parking is currently being subsidized with taxpayer dollars, noting that this information has not been widely communicated. He concluded that the cost now has to be shifted to those using the parking meters.

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

CITY COMMISSION

16. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM THE CITY COMMISSION.

Mayor Reeves presented Commissioner Wolff with a plaque in honor of her service to our community and achievements during her term.

Commissioner Wolff expressed appreciation for the opportunity to serve over the past four years, noting that it allowed her to listen, learn, and lead. She thanked City staff for their support, expressed gratitude to her fellow Commissioners, shared her plans to spend more time with family and travel, and presented heartfelt parting gifts to the Commission.

17. COMMISSION INITIATIVES.

None.

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ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Wolff moved, seconded by Commissioner Tryon, to adjourn the regular meeting of December 16, 2025, at 7:52 p.m.**

Motion carried 5-0.

Mayor Cory Reeves

City Clerk Lisa Kunz

Minutes Approved: January 6, 2026



Commission Meeting Date: January 6th, 2026
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	11/27/2025 - 12/17/2025	3,885,897.04
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	11/27/2025 - 12/17/2025	1,059,774.84
	SUB TOTAL: \$	4,945,671.88
MUNICIPAL COURT CHECKS	11/27/2025 - 12/17/2025	32,863.47
	GRAND TOTAL: \$	4,978,535.35

GENERAL FUND

SPECIAL REVENUE FUNDS

COVID RECOVERY

ORION PLANNING + DESIGN	NOVEMBER 2025 GROWTH POLICY UPDATE	28,495.00
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LIBRARY FOUNDATION

CUSHING TERRELL	PROFESSIONAL SERVICES FOR NOV 2025	41,301.56
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PLANNING & COMMUNITY DEVELOPMENT

GREAT FALLS TRANSIT DISTRICT	Q4 FY25 GREAT FALLS TRANSIT PASS THRU	36,000.43
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STREET DISTRICT

CAPCON LLC	CENTRAL AVE/ 3RD ST DRAIN PH2 PMT 5 (SPLIT AMONG FUNDS)	45,803.34
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FEDERAL BLOCK GRANTS

GARRETT AND COMPANY INC	POUR IN PLACE RUBBER FINAL	98,227.80
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DEBT SERVICE FUNDS

CAPITAL PROJECT FUNDS

GENERAL CAPITAL PROJECTS

PARADISE FENCING	FENCE FIRE TRAINING CENTER REMODEL	51,349.00
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ENTERPRISE FUNDS

WATER

CAPCON LLC	CENTRAL AVE/ 3RD ST DRAIN PH2 PMT 5 (SPLIT AMONG FUNDS)	183,213.35
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SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	318,988.87
TD&H ENGINEERING	LS #1 REPAIRS PMT 40	29,057.50
GERANIOS ENTERPRISES INC	LIFT STATION 4 UPGRADES PMT 3	198,188.80

STORM DRAIN

CAPCON LLC	CENTRAL AVE/ 3RD ST DRAIN PH2 PMT 5 (SPLIT AMONG FUNDS)	687,050.06
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SANITATION

ENTERPRISE SALES	.5YD,3YD,4YD,6YD,8YD 30 YD CONTAINERS	62,570.00
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PARKING

STANDARD PARKING CORPORATION	OCTOBER 2025 PARKING SERVICE FEES	43,485.48
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CIVIC CENTER EVENTS

INNOVATION ARTS & ENTERTAINMENT	MANHEIM SETTLEMENT	92,619.47
VOICE ART GROUP	NUTCRACKER SETTLEMENT	57,386.04

INTERNAL SERVICE FUNDS

CENTRAL GARAGE

NORMONT EQUIPMENT CO	TRUCK SNOWPLOW UNITS: 803,804,808	59,475.00
72 HOUR LLC	2025 POLICE INTERCEPTOR AWD UNIT#45	53,496.88
72 HOUR LLC	1/2 TON AWD CARGO VAN UNIT#309	58,879.93

HEALTH & BENEFITS

HEALTH CARE SERVICE CORPORATION	NOVEMBER 2025 MT1-252685	853,184.86
METROPOLITAN LIFE INSURANCE CO	NOVEMBER 2025 DENTAL & VISION	47,036.95
ASSET HEALTH INC	FY 2025 GIFT CARD FUNDING	51,920.00
RXBENEFITS INC	CAREMARK CLAIM 11.16-11.30.25	124,557.00

TRUST AND AGENCY FUNDS

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	50,722.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	37,226.68
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE &	

	EMPLOYER CONTRIBUTIONS	57,604.85
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	84,244.01
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	168,549.54
US BANK	FEDERAL TAXES, FICA & MEDICARE	270,013.51
UTILITY BILLS		
HIGHPLAINS LANDFILL	LANDFILL CHARGES NOVEMBER 2025	114,019.22
GUZMAN ENERGY	ELECTRIC SUPPLY NOVEMBER 2025	130,895.62
CLAIMS OVER \$25,000 TOTAL:		\$ <u>4,135,562.75</u>

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

DATE: January 6, 2026

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	Nathaniel and Maxima Cox	Perpetual	N/A	Storm Main Utility Easement, 80 feet in width, for the construction and maintenance of a storm main. The easement covers a land area of 1.53 acres located in the Thaniel Addition OF 1797.1

CITY OF GREAT FALLS, MONTANA**COMMUNICATION TO THE CITY COMMISSION****DATE: January 6, 2026**

ITEM: GRANTS LIST
 Itemizing grants not otherwise approved or ratified by City Commission Action
 (Listed grants are available for inspection in the City Clerk's Office.)

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Grants through the Consent Agenda

MAYOR'S SIGNATURE: _____

GRANTS

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	GRANT AMOUNT REQUESTED	MATCH	PURPOSE
A	Planning and Community Development	Foundation for Montana History	2026 -2027	\$8,300.00	\$1,000.00 – (HPAC Discretionary) \$2,720.00 – (In-kind staff hours)	2026 Regular History Grant Application for Great Falls Park and Trail Interpretive Signs for various locations in Great Falls.



Commission Meeting Date: January 6, 2026

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10614, Resolution amending Resolution No. 10605 adopted October 21, 2025, relating to the issuance of a \$2,000,000 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), to reflect a loan closing date in 2026

From: Melissa Kinzler, Finance Director

Initiated By: Public Works Department

Presented By: Melissa Kinzler, Finance Director

Action Requested: Adoption of Resolution 10614

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10614.”

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

Staff Recommendation: Staff recommends that the City Commission adopt Resolution 10614 which will amend Resolution 10605 to reflect a loan closing date in 2026.

Summary:

Resolution 10605 was adopted to provide funding for the WTP Head House and Rapid Mix Vault Project, OF 1332.7. A Construction Contract was awarded to Sletten Construction Company in the amount of \$1,986,375 during the October 7, 2025, City Commission meeting. This project was identified as very critical and urgent improvement that is needed at the Water Treatment Plant by the Public Works Department. The bond funding and capital improvement budgets are included in the FY 2026 City of Great Falls Adopted Budget under the Water Fund and are identified in the Capital and Debt portion of the proposed budget. The project has also been identified in the Water CIP. Resolution 10605 reflected a closing date in calendar year 2025, but there were delays in closing of the loan. Resolution 10614 reflects a loan closing date in calendar year 2026.

Project Background:

The Head House, part of the original 1916 Water Plant, initiates the water treatment process by receiving raw water from the Missouri River. During valve operation city staff identified severe deterioration in the Head House’s concrete floor. A December 2023 structural inspection by TD&H Engineering confirmed widespread issues, including spalling, cracking, and corroded reinforcing steel in the elevated slab and walls of the settled water flume and rapid mixer. Solutions include replacing the concrete operating floor

and basement slab and beams. Also, preventative measures such as stainless-steel access hatches and aluminum railings are included to reduce future damage.

Fiscal Impact: Issuing \$2,000,000 in revenue bonds over 20 years at a 2.5% interest rate results in an estimated average annual debt service payment of \$128,000 through Fiscal Year 2046.

Alternatives: If Resolution 10614 is not approved the closing on the loan will not occur. This would prevent funding for the construction contract for the Water Treatment Plant Head House and Rapid Mix Vault repair. The Public Works Department would have to find alternative funding for the contract with Sletten Construction.

Concurrences: The Finance Department and Public Works Department have worked together with bond counsel (Dorsey & Whitney, LLC,) and the State of Montana DNRC to complete the financing for the much-needed Water Treatment Plant project.

Attachments/Exhibits: Resolution 10614

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the “City”), hereby certify that the attached resolution is a true copy of Resolution No. 10614 entitled: “RESOLUTION AMENDING RESOLUTION NO. 10605 ADOPTED OCTOBER 21, 2025 RELATING TO THE ISSUANCE OF A \$2,000,000 WATER SYSTEM REVENUE BOND (DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM) TO REFLECT A LOAN CLOSING DATE IN 2026” (the “Resolution”), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on January 6, 2026, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof: _____
 _____; voted against the same: _____
 _____; abstained from voting thereon: _____; or were
 absent: _____.

WITNESS my hand officially this 6th day of January, 2026.

(SEAL OF CITY)

 Darcy Dea, Deputy City Clerk

RESOLUTION NO. 10614

RESOLUTION AMENDING RESOLUTION NO. 10605
 ADOPTED OCTOBER 21, 2025 RELATING TO THE
 ISSUANCE OF A \$2,000,000 WATER SYSTEM REVENUE
 BOND (DNRC DRINKING WATER STATE REVOLVING
 LOAN PROGRAM) TO REFLECT A LOAN CLOSING DATE
 IN 2026

WHEREAS, the City Commission of the City of Great Falls, Montana (the “Borrower”) adopted Resolution No. 10605 on October 21, 2025 entitled “Resolution Relating to \$2,000,000 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2025; Authorizing the Issuance and Fixing the Terms and Conditions Thereof” (the “2025 Resolution”), authorizing the issuance of a series water system revenue bonds in the aggregate principal amount of \$2,000,000 by the Borrower to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”) to evidence a loan made from the DNRC to the Borrower; and

WHEREAS, this loan is now scheduled to close and this bond to be issued in 2026, not 2025; and

WHEREAS, the Borrower, having obtained the consent of the DNRC, desires to amend the 2025 Resolution to reflect the issuance and delivery of this water system revenue bond in 2026.

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

Section 1. Certain Defined Terms. All references in the 2025 Resolution to the “Series 2025 Bond,” and the “2025 Loan,” are hereby amended to read the “Series 2026 Bond,” and the “2026 Loan,” respectively. Any other reference to “2025” as it relates to the calendar year in which the Series 2026 Bond is issued is hereby amended to read “2026.”

Section 2. Effect of Amendments. Except as expressly amended hereby, the 2025 Resolution remains unamended and in full force and effect.

Section 3. Effective Date. This resolution shall take effect immediately.

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this 6th day of January, 2026.

Cory Reeves, Mayor

Attest:

Darcy Dea, Deputy City Clerk

(SEAL)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney



Commission Meeting Date: January 6, 2026

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Public Hearing for Business Improvement District (BID) FY2026 Budget Amendment

From: Kellie Pierce, BID Executive Director

Initiated By: Business Improvement District Board of Directors

Presented By: Kellie Pierce, BID Executive Director

Action Requested: City Commission set public hearing date of January 20, 2026 for the Business Improvement District (BID) FY2026 Budget Amendment

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for the FY2026 Business Improvement District Budget Amendment for January 20, 2026.”

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

Board Recommendation: The BID recommends that the City Commission set the public hearing for the FY2026 BID Budget Amendment.

Background: The Commission approved the 2025/2026 BID Budget and Work Plan on July 15, 2025. The actual amount of assessments levied was higher than the approved budget by an amount of \$76,256.

Fiscal Impact: There is no fiscal impact to the City of Great Falls. The budget amendment reflects a 12.6% increase in the overall budget from \$604,929 to \$681,185.

Alternatives: The City Commission could choose not to set a public hearing, therefore denying the budget amendment.

Concurrences: Finance staff is responsible for assessing and collecting the revenues for the BID. BID maintains staffing to fulfil the strategic plan as set by the Board of Directors.

Attachments/Exhibits:

Letter from BID Executive Director and Amended Budget
 BID 2025/2026 Work Plan
 11/13/25 Board of Directors Meeting Minutes
 Legal Notice



Great Falls Business Improvement District

318 Central Avenue, Great Falls MT – 406-727-5430 – Kellie@downtowngreatfalls.net
www.greatfallsBID.com

Agenda #14.

December 4, 2025

Dear Mayor and City Commissioners,

The Great Falls Business Improvement District was notified of an increase in assessments totaling \$76,256 for FY26 due to the increase in property values in the district. The BID board approved the budget amendment for funds to be allocated to Special Projects in the current fiscal year. Although the board has identified several aspirational initiatives for future consideration, no specific project has been designated for FY26 at this time. This line item allows the BID to make those decisions at the board level and adhere to the allocated budget.

The previous increase in our assessments was successfully spent on new holiday décor for Central Avenue, the lighted snowflakes, and the addition of a part-time employee to help with outside tasks such as keeping the alleys and sidewalks clean, maintaining weeds and tree issues, and removing graffiti.

There is zero fiscal impact on the City of Great Falls since additional assessments paid fall within the BID's operating budget. Included are the current work plan and the minutes that reflect the board approved amendments.

BID **BUDGET** **FY 2026**

Revenues

Assessments	\$379,529	76,256
Assessment Receivable	\$15,000	
Coins for a Cause	\$250	
Downtown Art - Sponsorships	\$25,000	
Interest Income	\$150	
TIF Funds - ArtsFest	\$50,000	
TIF Funds - Tree Work	\$35,000	
Prior Year Carryover - Cash	\$100,000	
Total Revenues	\$604,929	

Expenses

Advertising	\$350	
Web Design	\$250	
Beautification	\$15,000	
Art Downtown	\$70,000	
Flowers	\$10,000	
Sound System	\$15,000	
Snow Removal	\$8,000	
Trash Removal	\$20,000	
Tree Program	\$40,000	
Holiday Décor	\$10,000	
Business Grants Approved	\$0	
Business Grants - Interior	\$40,000	
Business Grants - Business Incentive Grant	\$20,000	
Coins for a Cause	\$350	
Contract Services	\$19,000	
Donations	\$2,000	
Dues & Subscriptions	\$4,310	
Employee Benefits	\$5,000	
Insurance	\$4,000	
Miscellaneous	\$-	
Office Equipment	\$1,000	
Office expense	\$1,000	
Payroll taxes	\$10,000	
Professional Services	\$5,400	
Rent	\$5,750	
Salaries	\$140,000	
Special Projects	\$109,756	76,256
Supplies	\$8,000	
Taxes, Licenses & Fees	\$50	
Telephone/Internet	\$1,100	
Travel & Education	\$5,000	
Main Street Conference	\$8,000	
Utilities	\$500	
Lighting	\$25,000	
Total Expenses	\$603,816	

Net Revenue/Loss

\$1,113



GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN DRAFT 2025-2026

Agenda #14.



The Great Falls Business Improvement District (BID) is authorized by Montana Code Annotated, Title 7, Chapter 12, Part 11.

The map of the Great Falls Business Improvement District boundaries is attached as a part of this document. The BID currently has 212 parcels within its boundaries.

The BID was first created in 1989, we serve as the second oldest BID in the State of Montana, working with the smallest budget. We have successfully been recreated every ten (10) years since 1989. We exist until we work toward recreation next in 2029. BID services are designed to supplement existing City services and will be in addition to City services that are currently provided in Downtown Great Falls.

The mission of the Great Falls Business Improvement District (BID) is to represent the unique interests of the business and property owners located within the district. The goal of the BID is to create an environment that is appealing to shoppers, office workers, residents, tourists, and new businesses and investors. Overall, the BID is responsible for downtown revitalization through economic development, real estate development, short and long-range planning, grant program administration, and physical and environmental improvement programs.

This is an ambitious work plan outlined by the BID Board and Executive Director.

The plan will be fluid as funding, conditions and priorities evolve. In no particular order, the plan includes and may not be limited to the following:

The BID will provide the following services within the designated boundaries over the next fiscal year:

➤ **Downtown Property Investments**

- Invest in downtown properties through our grant programs.
 - Grant programs may include, but are not limited to:
 - Interior Grant
 - Business Incentive Grant
- Utilize additional grant programs to supplement BID grant monies
 - Tax Increment Financing (TIF)
 - The BID will continue to support the Downtown Development Partnership (DDP) in administering the Downtown TIF
 - The BID may pursue TIF Funds for extraordinary projects
 - Community Block Development Grants (CDBG)
 - Seek additional revenue streams, as deemed appropriate.
- Begin the process of acquiring property in the BID for reinvestment opportunities
- Continue efforts to expand the boundaries of the BID to provide our services to additional property owners as our work continues to improve Downtown Great Falls
- Streetscape Improvements
- Work with partners to commission and implement a Downtown Lighting Study

➤ **Downtown Safety & Security**

- Continue to take a lead role in organization and promoting Downtown Safety & Education
 - Working with partner organizations of the Downtown Safety Alliance
 - Organization of the Downtown Safety Alliance
 - Support the BRIC Officer from the Great Falls Police Department
 - Support the Great Falls Police Department's Volunteer Program
 - Management of the Coins for a Cause Program
 - Continuation of part-time staff to help in day-to-day revitalization and safety



GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN DRAFT 2025-2026

Agenda #14.



➤ Unifying Entities

- Communication
 - Provide our property & business owners information on the BID and our programs
 - BID insert in the Downtown Association's eblast at a minimum of once a month
 - Regular social medias posts and marketing in regard to BID activities/events
 - Bring more awareness to the Community about the work of the BID
- Volunteers
 - Continue support of the Downtown Chicks, an established pool of volunteers that can be utilized as a resource for events & special projects
 - Continue support of the Building Active Communities Initiative (BACI)
 - Support the annual Serve Day, NWGF CommUnity Clean-Up and other volunteer led events when focused on Downtown
 - Work with organizations to coordinate improvement efforts of our downtown
- Downtown Partnerships
 - The BID will be an active participant in the Downtown Development Partnership (DDP), working to implement the Downtown Master Plan
 - The BID representative will be available to serve in an officer capacity on the Board of the DDP
 - Support the pursuit of a Downtown Revitalization Plan
 - Begin the process of submitting for the Great American Main Street (GAMSA) award through the National Main Street Center.
 - The BID will support the Downtown Great Falls Association (DGFA)
 - The BID will support the Downtown Business Development Officer, an employee of the Great Falls Development Alliance
 - The BID will support the following organizations, the Great Falls Area Chamber of Commerce and Montana Tourism via Convention Visitors Bureau membership
- Advocacy
 - Relay and support a unified voice for Downtown
 - Advance policies
 - Increased partnerships and opportunities to promote the heart of the City
- City Boards
 - Serve as ex-officio on the Historic Preservation Advisory Commission and the Parking Advisory Commission

➤ Beautification

- Downtown Public Art Projects
 - The BID will serve as the lead in the organization of ArtsFest MONTANA
 - Pursue lighting the existing murals
 - Continue support of the Urban Art Project
 - The BID will continue creation of additional Traffic Signal Box artwork within the Downtown Master Plan boundaries, utilizing DDP funding, as that funding permits
- Trash Removal
- Graffiti Removal
- Snow Removal
- Flower Maintenance
- Tree Maintenance
 - Utilizing funding for tree maintenance from the Downtown TIF through FY 2026
- Holiday Décor – including upgrades to current inventory
- Banners/Flags
- Sound System



GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN DRAFT 2025-2026

Agenda #14.



➤ Administration

- Day to day matters
- Reporting
- Staffing & support
- Continued educational opportunities for staff
- Attendance at regional and national conferences for growth and education opportunities

Assessment Formula:

The assessment of the BID consists of the following:

- A flat fee of \$200.00 for each lot or parcel without a Land Use Code of 125,
- A flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125 which is a residential condominium,
- An assessment of \$.00165 times the market valuation as provided by the Montana Department of Revenue, and
- An assessment of \$.015 times the square footage of the land area.

BID Governance:

As per MCA 7.12.11 the Board shall consist of not less than five or more than seven owners of property within the district or their assignees. The Great Falls BID has consisted of seven property owners, or their representatives, since its inception in 1989. These property owners volunteer to serve and are appointed by the City Commission.

Program Structure:

The BID delivers programs and services for the area of the district that pays into the BID. The BID has its own board, work plan and staff to support programming. The BID follows the principles of the National Main Street Program, having worked to succeed in achieving the highest level of membership in this program as an Accredited Program. The National Main Street program has four pillars; Design (BID), Economic Vitality (GFDA), Promotion (DGFA) and Organization which is largely led by the BID.

Business Improvement District
318 Central Avenue
Recording available via the City of Great Falls records request
November 13, 2025

Board Present: Jason Kunz, Neal DuBois, Caralina Carlson, Leo Imperi, Erica Ferrin
 Board Absent: Sherrie Arey, Keith Cron
 Guests Present: Jake Clark, Katie Carvell
 Staff Present: Kellie Pierce

- I. **Call to order & Roll Call:** Jason called the meeting to order at 9:01am; roll call of all present, a quorum was established.
- II. **Guests/Public Comment:** There was no public comment at this time.
- III. **BID Board: Conflict of Interest:** There were no Board members with a conflict of interest with any items on the agenda at this time.
- IV. **Approval of minutes from 10/9/25 Board meeting:** Leo motioned to approve the meeting minutes from the 10/9/2025 Board meeting, as presented. Cara seconded. **Motion passed unanimously.**
- V. **Financials: Budget Amendment:** Kellie reported that she put the additional assessments of \$76,256 into special projects, as recommended by the Board. Leo motioned to approve the additional assessments being budgeted as Special Projects. Cara seconded. **Motion passed unanimously.**

9:05am – Neal DuBois arrived.

Monthly Financials: October 2025 financials were provided to the Board via email. Kellie reported that the BID is transferring QB's Online to TechSoup, they support non-profits by providing computer programs at reduced rates. It will cost approximately \$80 per year, which will be split with DGFA versus our current expense of \$115 per month (also split with DGFA). Neal motioned to approve the 10/31/25 financial statements which include the Balance Sheet and the Profit & Loss. Cara seconded. **Motion passed unanimously.**

- VI. **BID Business:**
Beautification: Kellie reported that holiday décor is being installed, the Christmas tree will be in place next week. Tilleraas has installed new décor into the rock planters. **1st Ave N Underpass:** Kellie noted that there was nothing new to report, at this time. **ArtsFest: Proxi:** Kellie shared an update on Proxi, she is working on the map. **Alley Lighting Project:** Kellie reported that she is completing the Montana Main Street Grant and it is due 11/14. She continues to work with Cushing Terrell on this project. She is pursuing a grant for \$75K. **BID Truck:** Kellie reported that Wes is recommending a ½-ton truck with a 6-foot bed. **Construction Project:** Kellie reported that the project is complete on the roadways, they have some ADA concrete work to finish. The streetscape on 7th Street is also mostly complete, with trees and light poles to be installed in the spring. The next phase will be on the north side around the post office. Kellie added that the contractor was great to work with. These items will be removed from the agenda. **Snow Removal:** Kellie recommended to the Board that the BID should continue with Hudson's for snow removal. It was noted that Hudson's has insurance and is ready to provide this service to the BID. She noted that if the Board approves, she will update the contract with Hudson. Cara motioned to approve the BID continuing snow removal services with Hudson's. Neal seconded. **Motion passed unanimously.**

Sound System: Kellie reported that the sound system is being worked on, installation should begin on Tuesday. She noted that the BID needs to acquire a new computer, the computer that has been used is damaged.

Downtown Great Falls Association: Harley introduced Anna to the BID Board, she will be taking Harley's position when she moves in March. Harley reminded the Board that Ladies Night is next Thursday with 31 participants. There is an interactive map. Next year this event will have the information shared via Proxi. November 29th is the Parade of Lights and Small Business Saturday;

December 5th is the Christmas Stroll. Volunteers are needed for these events. Proxi is being used for the Stroll, with awesome prizes. Today is the last day of Military Appreciation Days; they are changing it to host one per month and sharing what DGFA members offer for military. The Stroll buttons are available now.

Downtown Park Project: Kellie reported that BACI is working on putting together a strategic plan for the next 3 years for BACI. They are hoping to put a proposal together by April 2026, giving the property owner some options.

Downtown Partnership: Downtown TIF District: Kellie reported that nothing has been able to change since 10/1, so there has been no movement. She is not sure when the City Commission will be appointing members of the TIF advisory group; she noted that she did submit an application to serve on the committee. Parking Commission: Kellie reported that the signs are in place. The City is hosting some meetings with downtown stakeholders to discuss parking. The City is proposing terminating the month-to-month contract with SP+ and having City staff become the primary entity that runs parking. They would do this for a 12-month period until they figure out what the next steps are. They are also proposing an increase in fees and fines and proposing to eliminate the courtesy ticket. There is a Special Work Session with the City Commission scheduled for 12/1.

Downtown Safety Alliance: Kellie reported that they had GFDPD present last week who gave an update on the summer activity downtown. They are cautiously optimistic that Chief Newton may assign an officer downtown after the first of the year, but nothing has been formalized.

Expansion: Kellie reported that following the discussion last month of changing the boundaries, she recommends pushing expansion out another year so it can be done correctly. She added that the BID is up for renewal in 2029.

Grant Programs: Kellie reported that there are three grant applications.

Business Incentive Grant – Psychiatry of the Falls: The monthly rent is \$800 with a one-year lease effective 11/1/2025, the grant would be made payable to Madill Enterprises. Leo motioned to approve the Business Incentive grant application for Psychiatry of the Falls for \$800, as presented. Cara seconded. **Motion passed unanimously.**

Interior Grant – Psychiatry of the Falls: Kellie reported that the interior grant application for Psychiatry of the Falls includes an estimate of \$34,760. It was noted that there will be one full-time employee. Discussion followed. It was noted that the grant would max out at \$5,000. Cara motioned to approve the Business Interior grant application for Psychiatry of the Falls, with a maximum payout of \$5,000, as presented. Erica seconded. **Motion passed unanimously.**

Interior Grant – Children’s Museum: Kellie reported that the interior grant application for the Children’s Museum includes an estimate of \$55,000. It was noted that the grant would max out at \$5,000. Neal motioned to approve the Business Interior grant application for the Children’s Museum, with a maximum payout of \$5,000, with the condition that a bid is provided to the Board. Erica seconded.

Motion passed unanimously.

Grant Criteria: Kellie reported that she reached out to the City Attorney multiple times and has had no response. The updates include change/approval of two sentences to the Grant Criteria.

Great Falls Development Alliance: Katie reported that the Entrepreneur event is Wednesday 11/19 at The Newberry. This event celebrates entrepreneurs. They held an energy event that was successful. They went to Bozeman and met with some business owners; they focused on food. She asked the Board to provide feedback on what they hear downtown. She added that they have been highlighting businesses around the region for Veteran’s Day. They have identified another potential building for a catalyst project downtown. They held a tour with a national company that could bring 150 jobs to Downtown. Jake noted that they are looking for businesses that are opening or starting a project to present at Ignite, the event is January 9th.

Personnel: Kellie reported that the draft of the Employee Handbook was provided to the Board, putting processes in place for Downtown employees. It outlines paid time off, spending limits, and retirement benefits. She has outlined this handbook after review of Tourism BID, as recommended by the auditor. The Board will review with the goal of taking action in December.

Work Plan FY2026: Kellie reported that the work plan continues to be worked.

VII. **New Business:** There was no new business presented to the Board.

VIII. **Public Comment:** There was no public comment presented to the Board.

IX. **Adjournment:** Meeting adjourned at 9:48am.

Jason Kunz, Chair

Kellie Pierce, Staff

Date: _____

Date: _____

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Business Improvement District (BID) Fiscal Year 2025/2026 Budget Amendment will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, January 20, 2026, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said BID Budget Amendment or submit written comments to the City Clerk, City of Great Falls, P.O. Box 5021, Great Falls, MT 59403, or by email to commission@greatfallsmt.net before 12:00 PM on Tuesday, January 20, 2026. Written communication received by that time will be shared with the City Commission and appropriate staff for consideration during the agenda item and before final vote on the matter.

Documents pertaining to this agenda item are posted on the City's website at <https://greatfallsmt.net> under "Meetings," and are on file for public inspection during regular office hours at the City Clerk's Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: January 11 and January 18, 2026



Commission Meeting Date: January 6, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Community Hall Park – Boys and Girls Club of Cascade County

From: Park & Recreation Department

Initiated By: Jessica Compton, Park & Recreation Interim Director

Presented By: Jessica Compton, Park & Recreation Interim Director

Action Requested: Set Public Hearing for Boys and Girls Club of Cascade County Lease of the City owned property located in Community Hall Park.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for January 20, 2026 to consider a lease agreement of City owned property located in Community Hall Park with Boys and Girls Club of Cascade County.”

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

Staff Recommendation: Staff recommends the City Commission set a public hearing for January 20, 2026, to consider a lease agreement of City owned property located in Community Hall Park with Boys and Girls Club of Cascade County.

Summary: The proposed lease with Boys and Girls Club of Cascade County would be a five-year lease with an option to renew at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with (60) days written notice. The leased City-owned property described as Community Hall Park, is located at 410 16th Street SW, Great Falls Montana. The lessee will be responsible for an annual fee and day-to-day maintenance.

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

In 2012 the City of Great Falls Park and Recreation Department entered into an agreement with Sunburst Unlimited, a 501(c) 3 program, for use of Community Hall Park in developing a network of vegetable gardens and fruit orchards called FRESH Food Farms. They grew fruit trees, bees for pollinating, barrel planting, raised gardens and pot plantings. Items grown were donated to local groups such as the Boys & Girls Club, Meals on Wheels, Head Start and LMI families.

In 2019 the City of Great Falls Park and Recreation Department entered into an agreement with River City Harvest for use of the north portion of Community Hall Park for an additional development network of vegetable gardens and fruit orchards for the community.

In 2023 and 2024, after Sunburst Unlimited and River City Harvest were unable to fulfill the terms of their respective leases, the Boys & Girls Club of Cascade County assumed both the leases and operational responsibility for the entirety of Community Hall Park.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. During the December 8, 2025 Park and Recreation Advisory Board meeting board members were given the opportunity to consider this renewal. The Park Advisory Board voted to recommend that the City Commission approve this lease agreement.

Fiscal Impact: The \$1.00 annual lease payment will go to the General Fund.

Alternatives: The alternative would be to not set a public hearing and therefore deny the lease. This would require the group to find other options to conduct their activities, and the City Park and Recreation Department would need to take over the care and maintenance of the property. This is not recommended due to the limited resources within Park and Recreation and the successful ongoing partnership with the club.

Attachments/Exhibits:

Boys and Girls Club of Cascade County Lease
Location Map – Community Hall Park



EXHIBIT A

LEASE AGREEMENT

This AGREEMENT is made effective the 1st day of January, 2026, by and between the **CITY OF GREAT FALLS**, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "**City**" and **BOYS AND GIRLS CLUB OF CASCADE COUNTY**, a Montana non-profit corporation with a mailing address of 600 1ST Ave SW, Great Falls, Montana 59404, hereinafter, the "**Lessee**."

W I T N E S S E T H:

WHEREAS, the City owns property described as Community Hall Park, located at 410 16th Street SW, Great Falls, MT (the "**Property**"); The Property is depicted on the attached **Exhibit A**.

WHEREAS, the City has leased the Property to Lessee, and other organized groups, for the purpose of conducting a community garden program;

WHEREAS, due to the expiration of lease agreements between City and the Lessee, in December of 2025, the City elected, with the consent of Lessee, to enter into a new lease for the Property;

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

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

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

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

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

3. TERM. The term of the lease will be for a period of five (5) years from January 1, 2026 to December 31, 2030. The term may be renewed for one (1) additional five (5) year term, beginning on January 1, 2031 and ending on December 31, 2035, unless a party gives the other party written notice of non-renewal on or before October 1, 2030. If the parties agree upon revised or additional terms an extension addendum shall be executed by the parties.

Notwithstanding the above term, this Agreement is terminated if Lessee's use of the Property ceases to be for a public purpose. In such event, the use of the Property immediately reverts to the City of Great Falls. Either party may terminate this Agreement, without cause, by

providing written notice to the other party at least sixty (60) days in advance. Nothing herein limits the City's right to terminate immediately if Lessee's use ceases to serve a public purpose or if Lessee is in default under this Agreement. Upon the expiration or termination of this Agreement and any extension thereof, Lessee shall leave the Property in as good condition as received, except for reasonable wear and tear.

4. RENT. In consideration therefore, the Lessee agrees to pay the City \$1.00 annually for the duration of the first five years of this Agreement. Rent for the second five years of this Agreement may be negotiated and agreed upon in an extension addendum provided for in Paragraph 3. Rent shall be paid upon execution of this Agreement and shall be paid on or before January 2nd of each calendar year thereafter.

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

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

- a. Use and occupy said Property in a careful and proper manner and not commit any waste therein;
- b. Not use or occupy said Property for any unlawful purpose, and will comply with all applicable federal, state and local laws, regulations, rules, or ordinances of all governmental authorities or agencies, respecting the use and occupation of the Property;
- c. Not use the Property for any purpose other than as stated herein, without written consent of the Park and Recreation Director or the Director's designee;
- d. Pay all bills, taxes, assessments, debts and obligations incurred by Lessee as a result of operations under this Agreement;
- e. Not use or occupy said Property, or permit the same to be used or occupied, for any purpose deemed hazardous;
- f. Not permit alcoholic beverages to be sold on the Property during the term of the agreement, unless prior approval is granted by the City, and in such case all required permits, licenses or other authorizations are obtained;

- g. Not make any signage, alterations, changes, remodeling or capital improvements to the Property, other than livestock facilities, lighting, electrical or water improvements and installation of equipment, without prior written permission signed by the Park and Recreation Director or the Director's designee, and in addition thereto, shall make such approved changes at Lessee's cost, in compliance with the law and by obtaining all permits required for such work under City ordinance. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;
- h. Ensure that routine maintenance, trash removal, and cleaning is effectively accomplished at its cost;
- i. Be responsible for all damage to property, public or private, that may be caused by Lessee's operations in the performance of this agreement; and
- j. Leave Property at the expiration or prior to termination of this lease and any extension thereof in as good condition as received, except for reasonable wear and tear.

7. REPAIRS AND MAINTENANCE:

- a. Lessee Maintenance. Except as provided below, Lessee shall, throughout the term of this Lease Agreement, and at its own cost and without any expense to the City, keep and maintain the Property, including the building and improvements, and all appurtenances thereto, in good condition and repair by conducting ordinary day-to-day maintenance and repair, including but not limited to, timely removal of rubbish and trash. Lessee shall maintain the Property in a functional condition, inspect the Property on a regular basis to determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist.
- b. Maintenance by City. City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Property or any improvements thereon. Further, City shall not be responsible for repairs or maintenance resulting from the negligence of Lessee, its employees, agents, or invitees, which shall be the sole responsibility of Lessee.
- c. Entry by City for Maintenance. Should Lessee at any time fail, neglect or refuse to fulfill this obligation to repair and maintain after receiving written notice of such default and a minimum of 30 days to correct such default, City may, but need not, enter the Property and make such repairs or alternations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the rental, and should said costs not be so paid, this Lease Agreement shall be considered in default.

8. SUBLETTING, USE AND ASSIGNMENT

- a.** Lessee is authorized to allow third persons or organizations to temporarily use or rent the Property for periods of no more than five consecutive days, without the prior written permission of City. For any longer time periods, Lessee shall not have the right to assign this Lease Agreement or sublet the Property, or any part thereof, without the prior written permission of City.
- b.** Any assignment, use or sublease, temporary or otherwise approved, shall be subject to all the provisions of this Agreement, and not affect the rental payable to City in any manner whatsoever.
- c.** With any assignment, use or sublease, Lessee shall continue to be bound by all the terms, conditions and covenants of this Lease Agreement. Permission given by City to an assignment or sublease shall not be deemed to be permission given to any subsequent assignment or sublease. Other than as stated herein, any assignment or sublease made without the prior written permission of City shall be void, and shall, at the option of City, terminate this Lease Agreement.

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

- a.** If the Lessee pays the rental as herein provided, and keeps, observes and performs all of the other covenants of this lease, the Lessee may, peaceably and quietly, have, hold and enjoy the Property for the term aforesaid;
- b.** This lease and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties and the public hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatsoever;
- c.** The City shall not be liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract or other obligation of Lessee. The relationship between the City and Lessee is solely that of landlord and tenant and shall not be construed or deemed to be a partnership or joint venture.
- d.** City's interest in and to the Property shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the Property by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby.

10. RIGHT OF ENTRY. The City, through its agents or employees, shall have the right,

but no obligation, to enter the Property at all reasonable hours to examine the condition of the same. There shall be no reimbursement of Rent, nor liability for any loss of occupation or quiet enjoyment occasioned by the City's entry.

11. INSURANCE REQUIREMENTS. Lessee shall, at all times during the term of this Agreement and any extensions, at Lessee's sole expense, procure and maintain comprehensive general liability insurance covering the use, occupation or condition of Property in the amount of at least One Million Dollars (\$1,000,000.00) for injury to or death of any one person per occurrence, and in the amount of Two Million Dollars (\$2,000,000.00) aggregate for injury to or death of any number of persons in one occurrence. The policy must be issued by a company licensed to do business in the State of Montana and having at least an "A" rating in the current A.M. Best's Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City. Lessee shall annually furnish to the City the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee's obligation under this paragraph. The policy 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 Lessee and the City.

Providing the City of Great Falls proof of required insurance annually is a condition of this Agreement. Failure to provide insurance documentation will be a violation to this Agreement and will result in terminate of this Agreement.

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

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

13. DEFAULT. If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within thirty (30) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be

cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided as set forth below in this Agreement.

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

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

16. EFFECT OF LESSEE'S HOLDING OVER. Any holding over shall be subject to the City's prior written consent and shall not be construed as a renewal unless expressly agreed in writing.

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

18. PAYMENTS AND NOTICES. Any payments or notices required to be given under this Agreement shall be in writing and delivered by personal service, certified mail, or email to the City Manager at the Civic Center, Great Falls, Montana, or to the Lessee at the address included on page 1. Notices by email are effective upon acknowledgment of receipt. Mailed notices shall be deemed to have been made within three (3) calendar days after mailing.

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

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

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

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

CITY OF GREAT FALLS

**BOYS AND GIRLS CLUB OF
CASCADE COUNTY**

By: _____

Gregory T. Doyon, City Manager

Date: _____

Attest:

By: _____

Lisa Kunz, City Clerk

By: _____

Name: _____

Title: _____

Date: _____

(Seal of the City)

*Approved as to Form:

By: _____

David G. Dennis, City Attorney

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



Commission Meeting Date: January 6, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10613 To Establish Great Falls Police Department Fingerprint Fees

From: Great Falls Police Department

Initiated By: Chief Jeff Newton – Great Falls Police Department

Presented By: Chief Jeff Newton

Action Requested: Set a public hearing on Resolution 10613 for January 20, 2026

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing on Resolution 10613 for January 20, 2026.”

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

Staff Recommendation: Staff recommends that the City Commission set a public hearing on Resolution 10613 for January 20, 2026 to consider an increase in fees for fingerprinting individuals at the Police Department from \$15.00 to \$25.00.

Background: The Great Falls Police Department has historically performed fingerprinting services for members of the public due to their employment and/or licensing requirements. The Great Falls Police Department has done this as a community service and have charged a nominal fee of \$15.00 to do so. Currently, when an individual is fingerprinted, they receive two fingerprint cards but are only fingerprinted once.

The Great Falls Police Department received notice from the Criminal Justice Information Network, who is governed by the Federal Bureau of Investigation, that their policy regarding fingerprinting is changing effective January, 2026. According to the new directive from the Criminal Justice Information Network and the Federal Bureau of Investigations, agencies who provide fingerprinting services will be required to fingerprint individuals twice - meaning each fingerprint card provided to the individual will now need a separate fingerprinting process, which increases the costs in terms of staff time and supplies.

The Great Falls Police Department records bureau staff currently fingerprints private individuals upon request, Sexual and Violent Offender Registrants and those charged with crimes in Municipal Court. The fees to fingerprint/process registered offenders is currently \$25 and will remain the same.

The last time the fees were established by resolution was on December 7th, 2010.

Fiscal Impact: There will be an increase in costs to the City of Great Falls in office supplies and staff time due to the unfunded mandate by the Criminal Justice Information Network. Currently the Great Falls Police Department expends approximately \$500 annually for supplies to fingerprint individuals.

Alternatives: The Commission could choose to deny Resolution 10613 and not increase the fingerprint fees from \$15.00 to \$25.00. The increased cost would negatively impact the Records Bureau budget.

Attachments/Exhibits: Resolution 10613

RESOLUTION NO. 10613**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, ESTABLISHING GREAT FALLS POLICE DEPARTMENT FINGERPRINTING FEES AND REPEALING RESOLUTION 9909**

WHEREAS, Mont. Code Ann. § 7-1-4123(7) authorizes municipalities to impose a fee for the provision of a service; and

WHEREAS, the Great Falls Police Department has performed fingerprinting services for the public due to their employment and/or licensing requirements as a community service for a nominal fee. Currently, one fingerprinting session produces two cards; and

WHEREAS, according to a new directive from the Criminal Justice Information Network and the Federal Bureau of Investigations, effective January 2026, individuals must undergo two separate fingerprinting sessions, one for each fingerprint card; and

WHEREAS, the workload of fingerprinting and processing offenders has placed an increasing demand on technicians; and

WHEREAS, the fingerprinting fees established by Resolution 9909 by the City Commission on December 7, 2010, have never been increased. Due to this new directive by the Criminal Justice Information Network and the Federal Bureau of Investigations, fingerprinting individuals twice will increase the costs in terms of staff time and supplies.

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

1. The fees to fingerprint members of the public and to fingerprint/process registered offenders shall be \$25 per individual, and
2. Resolution 9909 is hereby repealed.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 20th day of January, 2026.

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David G. Dennis, City Attorney



Commission Meeting Date: January 6, 2026

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approval of Housing and Urban Development Funding Agreements for Program Year 2025 Community Development Block Grant and HOME Investment Partnerships Act Awards.

From: Finance Department

Initiated By: Finance Department

Presented By: Tom Hazen, Grant and Project Administrator

Action Requested: Approval of the Community Development Block Grant Award Agreement for \$761,417.00 and the HOME Investment Partnerships Act Award Agreement for \$226,142.86.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the HUD CDBG Funding Agreement in the amount of \$761,417.00 and the HOME Funding Agreement in the amount of \$226,142.86 and authorize the City Manager to execute the agreements.”

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

Staff Recommendation: Staff recommends approval of the requested HUD CDBG and HOME Funding Agreements securing a total of \$987,559.86 to finance eligible activities in Great Falls.

Summary: The Department of Housing and Urban Development (“HUD”) uses statutorily defined formulas to calculate Community Development Block Grant (“CDBG”) and HOME Investment Partnerships Act (“HOME”) allocations to eligible governmental entities, referred to as “Entitlement Communities” (“Entitlements”). Entitlements are required to submit planning documents that must be approved by HUD personnel prior to communities formally accepting and receiving HUD funds. The City of Great Falls (“The City”) has met these requirements and is now eligible to accept this award.

Background: The City was required to submit two documentary thresholds with HUD. First, the City was required to submit a plan for timeliness compliance. Second, the City was required to submit 5 Year Consolidated Plan and Annual Action Plan for the upcoming year.

Timeliness Compliance:

Through City Staff’s efforts and adherence to the timeliness plan submitted to HUD in early 2025, the City completed enough projects to achieve timeliness compliance. The City completed a number of large-

and small-scale projects to maximize our spending objectives. Staff also worked with HUD to alter the Program Year to run from October to the end of September, rather than July through June. This will enable the City to work better with the Montana weather and bid projects in the winter, in order to complete construction projects in the Spring/Summer. This will allow larger projects to run their full life cycle within the Program Year, and allow for better fund expenditures.

Consolidated & Annual Action Plan:

The City was also required to submit a new 5 Year Consolidated Plan (Con Plan) and Annual Action Plan (AAP) for approval by HUD. The Consolidated Plan is a programmatic document that outlines the overarching goals for the City's CDBG program for 2025-2029. City Staff worked with a consultant to work through this process, and submitted the Con Plan (along with the AAP) for approval in August. HUD asked for a few revisions, and the plan was re-submitted in October, right as the government shutdown occurred. The shutdown, along with the backlog after reopening, slowed the approval process and delayed this year's grant agreements.

HUD has issued the attached CDBG and HOME Funding agreements after determining that the City has satisfied all documentary requirements. The City will have full access to the funds once these documents have been executed by the City and HUD.

Fiscal Impact: Execution of these agreements will secure a CDBG allocation of \$761,417.00 and a HOME allocation equaling \$226,142.86 that may be used in connection with eligible programmatic activities.

Alternatives: If the Commission were to reject the proposed funding agreements, the City would lose access to \$987,559.86.

Concurrences: HUD awards have funded Finance, Great Falls Fire and Rescue, Public Works, and Parks and Rec. activities. These dollars have also supported projects and activities by numerous community partners.

Attachments/Exhibits:

Great Falls Program Year 25 CDBG Agreement Transmittal

Great Falls Program Year 25 CDBG Agreement

Great Falls Program Year 25 HOME Agreement



December 18, 2025

Thomas Hazen, Grant Administrator
City of Great Falls
2 Park Dr S
Great Falls, MT 59401-4006

SUBJECT: Fiscal Year 2025 Grant Agreement Transmittal

Dear Thomas Hazen:

The Denver Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities through the Department of Housing and Urban Development (HUD) programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	\$761,417.00
HOME Investment Partnerships (HOME)	\$226,142.86
Total FY 2025 Award	\$987,559.86

Federal Award Agreement

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan or Annual Action Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. By executing the Federal Award Agreement, you are entering into a legally binding agreement with HUD to use the awarded funds and carry out the funded activities in accordance with all Federal statutes, regulations, Federal Register notices, and award terms and conditions that apply to those funds and activities.

Please carefully note the addenda that are part of each agreement.

HUD recognizes that federal courts including the U.S. District Court of Rhode Island in *Rhode Island Coalition Against Domestic Violence, et al. v. Kennedy, et al.*, 1:25-cv-00342 (D.R.I.) have issued injunction orders which now impact all CPD Federal Award Agreements and grantees. To preserve all legal rights and defenses, the enclosed agreement contains the same conditions at issue in those orders. For grantees who are plaintiffs covered by those orders or for non-plaintiff grantees who are otherwise covered by those orders, be advised that HUD will comply with all applicable injunction orders and will not implement or enforce the challenged conditions consistent with those orders while those orders are in effect. This will

include HUD disregarding any “certifications” or “compliance” statements as covered by those orders. Accordingly, kindly return an executed copy of the Federal Award Agreement, as discussed below, and HUD will make grant funds at issue in your agreement available. Please be further advised that should the injunction order that currently prohibits HUD from enforcing the challenged conditions as to your grant or award be stayed, dissolved, or reversed, the agreement, with the challenged conditions, will become effective.

Executing the Agreement

The authorized official **must** complete Addendum 3. Indirect Cost Rate Schedule for each agreement, even if no indirect costs will be charged under the grant. Please mark one (and only one) checkbox to reflect how indirect costs will be calculated and charged under the grant. Please note that the Office of Management and Budget (OMB) issued revised Guidance and the *de minimis* indirect cost rate increased from 10 percent to up to 15 percent of Modified Total Direct Costs.

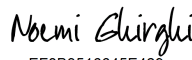
After inputting their name and title, the authorized official must execute each agreement, with a signature, and date. No other additions other than those described here should be made to the grant agreement without prior written approval. Please ensure the Chief Elected Official or authorized official signs the agreement.

You must return the entire Federal Award Agreement, including all addenda, to this office via the Field Office General Email Inbox: CPDDenver@hud.gov. HUD will be signing the grant agreement second and will return to your office a copy of each signed agreement for you to maintain in your local program files.

HUD congratulates the City of Great Falls on your grant award(s), and we look forward to assisting you in accomplishing your program goals. If you have any questions or need further information or assistance, please contact your assigned Field Office representative or email our Office at CPDDenver@hud.gov.

Sincerely,

DocuSigned by:



EF8B3516645E429...

Noemi Ghirghi

Regional Director, Region VIII

Acting CPD Director, Denver Field Office

Enclosure(s)

Cc: Sylvia Tarman, CDBG Administrator

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Great Falls 2 PARK DR S GREAT FALLS, MT 59401-4006	12. Assistance listing number and title: <ul style="list-style-type: none"> 14.218, Community Development Block Grant Program for Entitlement Communities 14.225, Community Development Block Grant Program for Insular Areas 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii
2. Recipient's Unique Entity Identifier: MD9MA1227F25	13. Amount of federal funds obligated by this action: \$761,417.00
3. Tax identification number: 816001269	14. Total amount of federal funds obligated: \$761,417.00
4. Federal Award Identification Number (FAIN): B25MC300002	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/>	16. Total federal award amount, including approved cost sharing: \$761,417.00
6. Period of performance start and end date: 10/1/2024 - See Addendum 2	17. Budget approved by HUD:
7. Budget period start and end date: 10/1/2024 - See Addendum 2	18. Fiscal year: 2025
8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. <ul style="list-style-type: none"> Addendum 1. Policy Requirements Addendum 2. Program-Specific Requirements Addendum 3. Indirect Cost Rate Schedule 	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Community Development Block Grant program statute 42 U.S.C. 5301 et seq., the program regulations at 24 C.F.R. § 570 (as now in effect and as may be

U.S. Department of Housing and Urban Development — Federal Award Agreement

amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in

U.S. Department of Housing and Urban Development — Federal Award Agreement

such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

U.S. Department of Housing and Urban Development — Federal Award Agreement

D. Specific Terms and Conditions

Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS**Assistance Listing 14.218, Community Development Block Grant Program for Entitlement Communities****Assistance Listing 14.225, Community Development Block Grant Program for Insular Areas****Assistance Listing 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii**

1. *Environmental Review.* The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.
2. *Public Use.* The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107-118) shall be considered a public use for purposes of eminent domain.
3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.
4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.
5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements*.
6. *Violence Against Women Act.* The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

U.S. Department of Housing and Urban Development — Federal Award Agreement

7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2025	\$761,417.00	9/30/2033	9/30/2033

U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- ☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Great Falls 2 PARK DR S GREAT FALLS, MT 59401-4006	12. Assistance listing number and title: 14.239, HOME Investment Partnerships Program
2. Recipient's Unique Entity Identifier: MD9MA1227F25	13. Amount of federal funds obligated by this action: \$226,142.86
3. Tax identification number: 816001269	14. Total amount of federal funds obligated: \$226,142.86
4. Federal Award Identification Number (FAIN): M25MC300218	15. Total approved cost sharing (if applicable): See Addendum 2
5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/>	16. Total federal award amount, including approved cost sharing: \$226,142.86
6. Period of performance start and end date: - 09/30/2034	17. Budget approved by HUD:
7. Budget period start and end date: FY 2025 through FY 2033	18. Fiscal year: See Addendum 2
8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #	19. Statutory authority: 42 U.S.C. 12701 et seq
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 118-158, Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 92
23. Federal award description: Under the HOME Investment Partnerships Program, HUD allocates funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families. <ul style="list-style-type: none"> • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule 	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the HOME Investment Partnerships program statute 42 U.S.C. 12701 et seq., the program regulations at 24 C.F.R. § 92 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

U.S. Department of Housing and Urban Development — Federal Award Agreement

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (**box 6**), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

U.S. Department of Housing and Urban Development — Federal Award Agreement

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions

Not applicable ☒ Attached ☐

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For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS**Assistance Listing 14.239, HOME Investment Partnerships Program**

1. For the purposes of this Agreement and any applicable addenda, the term “recipient” shall have the meaning of “grantee”, “participating jurisdiction” as defined in 24 C.F.R. 92.2., or “insular area” as defined in 24 C.F.R. 92.2.
2. *Community Housing Development Organizations (CHDOs)*. When 42 U.S.C. 12771(b) is suspended by a given year’s appropriations, the Secretary shall not deduct funds set aside for CHDOs from the Recipient’s HOME Investment Trust Fund for failure to reserve those funds for projects owned, developed, or sponsored by CHDOs within 24 months after the last day of the month in which HUD notifies the Recipient of HUD's execution of this Agreement.
3. *Commitment*. When 42 U.S.C. 12749(g) is suspended by a given year’s appropriations, the Recipient’s ability to commit funds provided through this Agreement will not expire 24 months after the last day of the month in which such funds are deposited in the jurisdiction's HOME Investment Trust Fund.
4. *Deobligations*. To the extent authorized by HUD regulations at 24 C.F.R. Part 92, HUD may, by its execution of an amendment to this Agreement, deobligate funds previously awarded to the Recipient without the Recipient’s execution of the amendment or other consent.
5. *State Environmental Review*. If a Recipient is a State, as defined in 24 C.F.R. 92.2, and the Recipient provides HOME funds to a "State recipient", as that term is defined in 24 CFR 92.2, then the Recipient must require that the "State recipient" shall assume responsibility for the environmental review in accordance with 24 CFR 92.352 in the written agreement entered into pursuant to 24 CFR 92.504. Notwithstanding the foregoing, as per 24 CFR 92.504(c)(1)(vi), the "State recipient" shall not assume the Recipient's responsibilities for release of funds under 24 CFR 92.352.
6. *Reallocations*. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient’s execution of the amendment or other consent.
7. *Repayments*. The Recipient agrees that funds invested in affordable housing under 24 C.F.R. Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 C.F.R. Part 92.
8. *Cost Sharing*. This award is subject to match provisions in 24 C.F.R. 92.64(a)(1) and 24 C.F.R. 92.218-222, as applicable. The amount of match that a recipient may be required to provide in a year is not based upon the amount of the recipient’s award. Under 24 C.F.R. 92.218, the amount of match that a recipient may be required to provide is determined by the type of eligible costs incurred by the recipient and the amount of funds drawn from the HOME Investment Trust Fund Treasury Account in that year. Since these factors are fact-sensitive, the amount of match is not included in either **Box 15** or **Box 16** of this Agreement.

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9. *Funding Information:*

Source of Funds	Appropriation Code	PAS Code	Amount
2023	86 3/6 0205	HMF (M)	\$1,123.57
2024	86 4/7 0205	HMF (N)	\$ 843.30
2025	86 5/8 0205	HMF (P)	\$224,175.99

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ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- ☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).



Commission Meeting Date: January 6, 2026

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Sale of City-owned property located at 801 2nd Avenue North, former Community Recreation Center.

From: Park and Recreation Department

Initiated By: Park and Recreation Department

Presented By: Jessica Compton, Interim Director

Action Requested: Conduct a public hearing and approve the sale of City-owned Property.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the sale of City-owned property located at 801 2nd Ave. N with EduCare Preschool & Child Care, Inc. for the purchase price of \$800,000, and (authorize/not authorize) the City Manager to take all actions and execute all documents necessary to effectuate the sale.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends that the City Commission approve the sale of City property located at 801 2nd Avenue N.

Background: The subject property is the former community recreation center located at 801 2nd Ave. N. (the "Property"). The Property, originally known as the DeMolay Youth Center, was built in 1950. Structural additions to the recreation center were made in 1959 and 1961. The Property includes a total land area of 45,000 square feet (approx. 1.033 acres) and a two-story masonry structure of 16,654 square feet above grade with a 15,312 square foot basement. The City discontinued use of the Property as a recreation center upon the opening of the Scheels Aim High Big Sky Aquatic and Recreation Center. The Property is currently leased to Community Early Education Center LLC as a licensed childcare and recreation facility

At the City Commission's September 2, 2025, work session, the Commission directed City staff to move forward with efforts to offer the Property for sale. The City had previously retained McKay Rowen Associates to conduct an appraisal of the property. McKay Rowen's appraisal report, dated May 8, 2025, establishes an "As Is" market value of \$800,000.

An invitation to bid for sale of City-Owned Property was posted on the City's Website on October 15, 2025 and published in the *Great Falls Tribune* on October 19 and November 2, 2025. The minimum bid was set at the appraised value of \$800,000. Bids were opened on November 19, 2025. The bid from EduCare Preschool & Child Care, Inc. was the only bid received.

Pursuant to City Code, a decision by the City Commission to sell, trade or lease City-owned property must be passed by four-fifths (4/5) of all the members of the City Commission (Sec. 3.04.010 Sale, trade or lease).

Fiscal Impact: Proceeds from the sale of the property will be used to offset the cash deficit in the Recreation, Multi-Sports, and Scheels Aim High Big Sky funds.

Alternatives: The Commission can elect to deny the sale of the Property and ask staff to reissue the invitation for bids for the sale of City-owned property or continue to lease the Property.

Attachments/Exhibits:

Notice to all Bidders-Invitation to Bid
Purchase and Sale Agreement



NOTICE OF ACCEPTANCE OF BID AND AGREEMENT

Bidder: EduCare Preschool & Child Care, Inc. Date: November 19, 2025
 Bidder's Address: 819 6th Street Couth
 Great Falls, Montana 59405

Project: Sale of Former Recreation Center, 801 2nd Ave. North, Great Falls, Montana

You are hereby notified that City staff has identified you as the successful bidder for the above referenced project for the purchase of the Former Recreation Center in the amount of Eight Hundred Thousand Dollars (\$800,000). The City Commission will review your bid and decide whether to sign the Purchase and Sale Agreement that you have signed. Except as set forth herein, this acceptance is made considering all terms and conditions set forth in the Invitation for Bids and the Purchase and Sale Agreement.

Based upon the response to the October 14, 2025 Invitation for Bids, your request for an extension to the timeline for presentation of a lender commitment letter, and pursuant to the Invitation for Bids, Section VI.6., the City accepts Bidder's bid, as it is deemed most advantageous to the City, and grants Bidder an additional thirty days from the date of this notice to present a lender commitment letter to the City Clerk.

Failure to comply with the conditions set forth herein, in the Information for Bidders, in the Purchase and Sale Agreement, and the Bid proposal will entitle City to consider you in default, rescind this Notice of Award and may declare your earnest money forfeited.

ACCEPTANCE OF NOTICE AND AGREEMENT TO PERFORM ACCORDING TO THE TERMS HEREIN AT THE AGREED PRICE AND WITHIN THE TIME ALLOWED:

Receipt is hereby acknowledged this ____ day of _____, 2025.

By: _____

EduCare Preschool & Child Care, Inc.

By _____

Laurie O'Leary

Title: _____

INVITATION FOR BIDS – SALE OF CITY-OWNED PROPERTY

NOTICE IS HEREBY GIVEN that the City of Great Falls, Montana, will receive sealed bids at the City Clerk's Office, Civic Center Room 204, #2 Park Drive South, Great Falls, Montana 59401 until 10:00 a.m., November 19, 2025, and then publicly opened and read aloud thereafter in the Gibson Room 212 at the Great Falls Civic Center, for the purchase of the following described real property owned by the City:

Property: Former City Recreation Center, 801 2nd Avenue North, Great Falls, MT, including all furniture, fixtures, equipment, and other personal property located in or on the premises.

Legal Description: Great Falls Original Townsite, S12, T20N, R03, Lots 9-14, Block 257, Cascade County, Montana, according to the official map or plat thereof, on file and of record in the office of the Clerk and Recorder of said County. **Assessor's Parcel Number:** 0000124350.

This Property was appraised "As-Is" by McKay Rowen Associates, dated June 26, 2025, with a market value of \$800,000.00.

Minimum Bid Established by City Commission: \$800,000.00.

Bids must be submitted on the required bid documents, made available on the City's website: <https://greatfallsmt.net/rfps> and are on file during regular office hours at the City Clerk's Office, Civic Center Room 204, #2 Park Drive South, Great Falls, MT. Each bid must include evidence of the bidder's ability to complete the purchase, such as a bank statement, loan commitment, or other proof of funds.

Potential bidders are strongly encouraged to attend an on-site inspection and pre-bid meeting at the property located at 801 2nd Avenue North, Great Falls, MT, on October 28, 2025, at 10:00 a.m. Questions can be directed in writing to Krista Artis at kartis@greatfallsmt.net.

The City reserves the right to reject any or all bids and to accept any bid should it be deemed in the public interest to do so.

/s/ Lisa Kunz, City Clerk

-end-

Publication Dates: October 19 and November 2, 2025.



Commission Meeting Date: January 6, 2026

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Wadsworth Park – Great Falls Saddle Club

From: Park & Recreation

Initiated By: Jessica Compton, Park & Recreation Interim Director

Presented By: Jessica Compton, Park & Recreation Interim Director

Action Requested: Conduct a Public Hearing for Great Falls Saddle Club Lease of City owned property located in Wadsworth Park.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

 “I move that the City Commission (approve/not approve) a lease agreement of City owned property located in Wadsworth Park with the Great Falls Saddle Club.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends the City Commission approve the lease of a portion of City land located in Wadsworth Park with the Great Falls Saddle Club.

Summary: The proposed lease with the Great Falls Saddle Club would be a five-year lease with an option to renew for an additional five years at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with (60) days written notice. The leased parkland is portion of property, lying and being in the County of Cascade, State of Montana, particularly described as follows: Tract of land beginning at the SW corner of SE1/4NE1/4 of Section 18; TWP 20N, R4E M.P.M.; thence N 89 ° 42’ E 130.10 ft. to the true point of beginnings; thence North 400.0 ft., thence S 89 ° 42’ W 500.0 ft. to the true point of beginning. The Lessee will be responsible for the annual fee and day-to-day maintenance.

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

in a paper of general circulation in the City. The Notice of Public Hearing was advertised in the Great Falls Tribune on Sunday, December 21, 2025.

In 1979 the Park and Recreation Department did not have the staff or financial funding to manage a community horseback riding range. The formation of the Great Saddle Club was established. Over the 46 years, Park and Recreation has had a great working relationship with members of the Great Falls Saddle Club. They have provided a quality equestrian club and a reputation that the community has come to respect and rely on.

On December 1, 1998, the City Commission approved Resolution 8973, Wadsworth Park Master Plan. It was recommended at that time that “all existing leases continue in Wadsworth Park, renewable on a year-to-year basis, until the city is ready to begin actual physical implementation of the Master Plan.” Currently there is no funding available for capital improvements in Wadsworth Park.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. During the December 8, 2025 Park and Recreation Advisory Board Meeting, board members were given the opportunity to consider this renewal. The Park Advisory Board voted to recommend that the City Commission approve this lease agreement.

Fiscal Impact: The \$500.00 annual lease payment will go to the General Fund.

Alternatives: The alternative would be to not hold the public hearing and therefore deny the lease. This would require the group to find other options to conduct their activities, and the City Park and Recreation Department would need to take over the care and maintenance of the property. This is not recommended due to the limited resources within Park and Recreation and the successful ongoing partnership with the club.

Attachments: Great Falls Saddle Club Lease
Exhibit A

LEASE AGREEMENT

This AGREEMENT is made effective the 1st day of January, 2026, by and between the **CITY OF GREAT FALLS**, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "**City**" and **GREAT FALLS SADDLE CLUB**, a Montana non-profit corporation with a mailing address of P.O. Box 2963, Great Falls, Montana 59403, hereinafter, the "**Lessee**."

W I T N E S S E T H:

WHEREAS, the City and Lessee entered into a Lease Agreement dated January 1, 2016 ("**2016 Lease**") for use of a portion of City-owned property in Wadsworth Park ("**Property**"); and

WHEREAS, the City and Lessee entered into a Lease Agreement dated October 21, 2020, for use of a portion of City owned property located within Wadsworth Park, 3609 Central Ave W, Great Falls, MT 59404 (hereinafter refer to as the ("**Property**"), (the "**2020 Lease**"). The Property is depicted on the attached Exhibit A.

WHEREAS, the parties now desire to replace the 2016 Lease with this new Lease Agreement to continue equestrian operations at the Property and clarify their respective obligations;

WHEREAS, the parties intend and agree that the full execution of this Agreement shall control the relationship between the parties with respect to the Property replacing all terms of the 2016 Lease, which will have no effect following said execution;

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

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

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

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

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

3. TERM. The term of the lease will be for a period of five (5) years from January 1, 2026 to December 31, 2030. The term may be renewed for one (1) additional five (5) year term, beginning on January 1, 2031 and ending on December 31, 2035, unless a party gives the other

party written notice of non-renewal on or before October 1, 2030. If the parties agree upon revised or additional terms an extension addendum shall be executed by the parties.

Notwithstanding the above term, this Agreement is terminated if Lessee's use of the Property ceases to be for a public purpose. In such event, the use of the Property immediately reverts to the City of Great Falls. Either party may terminate this Agreement without cause by providing written notice to the other party at least sixty (60) days in advance. Nothing herein limits the City's right to terminate immediately if Lessee's use ceases to serve a public purpose or if Lessee is in default under this Agreement. Upon the expiration or termination of this Agreement and any extension thereof, Lessee shall leave the Property in as good condition as received, except for reasonable wear and tear.

4. RENT. In consideration therefore, the Lessee agrees to pay the City \$500.00 annually for the duration of the first five years of this Agreement. Rent for the second five years of this Agreement may be negotiated and agreed upon in an extension addendum provided for in Paragraph 3. Rent shall be paid upon execution of this Agreement and annually thereafter on or before January 2 of each calendar year.

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

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

- a. Use and occupy said Property in a careful and proper manner and not commit any waste therein;
- b. Not use or occupy said Property for any unlawful purpose, and will comply with all applicable federal, state and local laws, regulations, rules, or ordinances of all governmental authorities or agencies, respecting the use and occupation of the Property;
- c. Not use the Property for any purpose other than as stated herein, without written consent of the Park and Recreation Director or the Director's designee;
- d. Pay all bills, taxes, assessments, debts and obligations incurred by Lessee as a result of operations under this Agreement;

- e. Not use or occupy said Property, or permit the same to be used or occupied, for any purpose deemed hazardous;
 - f. Not permit alcoholic beverages to be sold on the Property during the term of the agreement, unless prior approval is granted by the City, and in such case all required permits, licenses or other authorizations are obtained;
 - g. Not make any signage, alterations, changes, remodeling or capital improvements to the Property, other than livestock facilities, lighting, electrical or water improvements and installation of equipment, without prior written permission signed by the Park and Recreation Director or the Director's designee, and in addition thereto, shall make such approved changes at Lessee's cost, in compliance with the law and by obtaining all permits required for such work under City ordinance. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;
 - h. Ensure that routine maintenance, trash removal, and cleaning is effectively accomplished at its cost;
 - i. Be responsible for all damage to property, public or private, that may be caused by Lessee's operations in the performance of this agreement; and
 - j. Leave Property at the expiration or prior to termination of this lease and any extension thereof in as good condition as received, except for reasonable wear and tear.
- 7. REPAIRS AND MAINTENANCE:**
- a. Lessee Maintenance. Except as provided below, Lessee shall, throughout the term of this Lease Agreement, and at its own cost and without any expense to the City, keep and maintain the Property, including the building and improvements, and all appurtenances thereto, in good condition and repair by conducting ordinary day-to-day maintenance and repair, including but not limited to, timely removal of rubbish and trash. Lessee shall maintain the Property in a functional condition, inspect the Property on a regular basis to determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist.
 - b. Maintenance by City. City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Property or any improvements thereon. Further, City shall not be responsible for repairs or maintenance resulting from the negligence of Lessee, its employees, agents, or invitees, which shall be the sole responsibility of Lessee.

- c. Entry by City for Maintenance. Should Lessee at any time fail, neglect or refuse to fulfill this obligation to repair and maintain after receiving written notice of such default and a minimum of 30 days to correct such default, City may, but need not, enter the Property and make such repairs or alternations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the rental, and should said costs not be so paid, this Lease Agreement shall be considered in default.

8. SUBLETTING, USE AND ASSIGNMENT

- a. Lessee is authorized to allow third persons or organizations to temporarily use or rent the Property for periods of no more than five consecutive days, without the prior written permission of City. For any longer time periods, Lessee shall not have the right to assign this Lease Agreement or sublet the Property, or any part thereof, without the prior written permission of City.
- b. Any assignment, use or sublease, temporary or otherwise approved, shall be subject to all the provisions of this Agreement, and not affect the rental payable to City in any manner whatsoever.
- c. With any assignment, use or sublease, Lessee shall continue to be bound by all the terms, conditions and covenants of this Lease Agreement. Permission given by City to an assignment or sublease shall not be deemed to be permission given to any subsequent assignment or sublease. Other than as stated herein, any assignment or sublease made without the prior written permission of City shall be void, and shall, at the option of City, terminate this Lease Agreement.

that: **9. MUTUAL COVENANTS:** It is mutually agreed by and between the City and Lessee

- a. If the Lessee pays the rental as herein provided, and keeps, observes and performs all of the other covenants of this lease, the Lessee may, peaceably and quietly, have, hold and enjoy the Property for the term aforesaid;
- b. This lease and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties and the public hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatsoever;
- c. The City shall not be liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract or other obligation of Lessee. The relationship between the City and Lessee is solely that of landlord and tenant and shall not be construed or deemed to be a partnership or joint venture.
- d. City's interest in and to the Property shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation

of the Property by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby.

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

11. INSURANCE REQUIREMENTS. Lessee shall, at all times during the term of this Agreement and any extensions, at Lessee's sole expense, procure and maintain comprehensive general liability insurance covering the use, occupation or condition of Property in the amount of at least One Million Dollars (\$1,000,000.00) for injury to or death of any one person per occurrence, and in the amount of Two Million Dollars (\$2,000,000.00) aggregate for injury to or death of any number of persons in one occurrence. The policy must be issued by a company licensed to do business in the State of Montana and having at least an "A" rating in the current A.M. Best's Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City. Lessee shall annually furnish to the City the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee's obligation under this paragraph. The policy 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 Lessee and the City.

Providing the City of Great Falls proof of required insurance annually is a condition of this Agreement. Failure to provide insurance documentation will be a violation to this Agreement and will result in terminate of this Agreement.

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

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

13. DEFAULT. If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within thirty (30) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided as set forth below in this Agreement.

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

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

16. EFFECT OF LESSEE'S HOLDING OVER. Any holding over shall be subject to the City's prior written consent and shall not be construed as a renewal unless expressly agreed in writing.

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

18. PAYMENTS AND NOTICES. Any payments or notices required to be given under this Agreement shall be in writing and delivered by personal service, certified mail, or email to the City Manager at the Civic Center, Great Falls, Montana, or to the Lessee at the address included on page 1. Notices by email are effective upon acknowledgment of receipt. Mailed notices shall be deemed to have been made within three (3) calendar days after mailing.

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

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

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

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

CITY OF GREAT FALLS

GREAT FALLS SADDLE CLUB

By: _____

Gregory T. Doyon, City Manager

Date: _____

Attest:

By: _____

Lisa Kunz, City Clerk

By: _____

Name: _____

Title: _____

Date: _____

(Seal of the City)

*Approved as to Form:

By: _____

David G. Dennis, City Attorney

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

EXHIBIT A

Agenda #19.

Saddle
Club



Commission Meeting Date: January 6, 2026

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointment, Mayor Pro-Tempore
From: Lisa Kunz, City Clerk
Initiated By: Charter of the City of Great Falls
Presented By: Great Falls City Commission
Action Requested: Appoint Mayor Pro Tempore for a two-year term

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission appoint _____ to serve as Mayor Pro-Tempore, effective immediately, for a two-year term or until the City Commission has held an election.”

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

Background: Article III, Section 3, of the City Charter sets forth that “The Mayor Pro-Tempore shall serve in the absence of the elected mayor. The City Commissioners shall elect from among themselves a Mayor Pro-Tempore no later than one month after taking office. The Mayor Pro-Tempore shall serve a term of two years, or until the City Commission has held an election. Any vacancy in this office shall be filled by a special election among the remaining City Commissioners. Any person elected to fill such a vacancy shall serve the remaining portion of the term in which the vacancy occurred.”

Current City Commissioners are:

Joe McKenney
Rick Tryon
Casey Schreiner
Shannon Wilson

City Advisory Boards as of January 2026

Board / Commission	Length of Term (yrs)	# of members	City Residency Requirement	Qualified Elector Requirement	Creation	Meeting Dates/ Location	Purpose of Board
Board of Adjustment/Appeals Commission Liaison: Commissioner Tryon	3	5	Yes OCCGF 17.12.5.030B	Yes OCCGF 17.12.5.030B	76-2-321, MCA, and Ord. 2923, (2005) Land Development Code Ord. 3185 (2019) 2.9.030	Meets on Demand Commission Chambers	Hears and decides appeals by: City Ordinance, Commission Resolution, and City Code. (Housing or building regulations and hears and decides requests for variances consistent with Title 17.) Also is the body to hear and decide appeals where it is specifically identified to do so by Ordinance or Resolution (2.9.030)
Regional Airport Authority Commission Liaison:	3	4 City 3 County	Not specified *City Appointed Should be Residents	Not specified	Joint Res. 7451 (city) and 80-1 County (Jan 1980) Further amended in Joint Res. 9036 and 99-831 (Sept 1999) and Res. 9152 (Apr 2001)	Last Tuesday of Month @ 1:00 p.m. / Airport	Governing body and policy setting board for the operation and management of the Airport. Responsible for employing the Airport Director, who hires staff and oversees the day to day operations.
Business Improvement District Commission Liaison: Commissioner McKenney	4	7	No, must represent a property within district	Not specified	Petitioned by Property Owners. Res. 8279 and 7-12-1121, MCA (May 1989) Recreated by Res. 9833 (June 2009) Recreated by 10279 (Feb 2019)	Second Thursday of Month @ 9:00 a.m. / BID Office 318 Central Ave	Oversees the functions, operations, management and administration as necessary to carry out the purposes and objectives of the BID. Must be a property owner or an assignee within the district

Board / Commission	Length of Term (yrs)	# of members	City Residency Requirement	Qualified Elector Requirement	Creation	Meeting Dates/ Location	Purpose of Board
Conservation District (Cascade County)	4 elected 3 appointed	5 elected 2 appointed	No, but must live within the Conservation District area	Yes	Title 76, Chapter 15, part 3, MCA.	Generally meets second Monday of month / #12 3 rd St NW	Responsible to attending SB310 permit inspections, meetings and various workshops. CCD is governed under Conservation District Laws and is a separate political entity and is not advisory to the City.
EMS Advisory Board	Perm while in EMS position	Minimum of 9 members from EMS system participants	Not specified	Not specified	Established through Ord. 2993 in 2008 and amended with Ord. 3181 in 2018	Generally meets 4 times a year/ Fire Training Center	This board shall assist the EMS administration by providing recommendations and information on all matters to do with the City's EMS system.
Health Board (City-County) Mayor's Appointee: Commissioner Wilson (1/2/24 CC mtg)	3 (no end date for CC)	2 City 2 County 1 School 1 doctor 1 dentist	Yes Per 1975 Agreement	Yes Per 1975 Agreement	50-2-106, MCA, and joint Res. Dated March 4, 1975	First Wednesday of Month @11:30	Oversees operation and management of the City-County Health Department. Mayor is the City's Rep but may appoint a commissioner as a member to fill the seat.
Historic Preservation Advisory Commission Commission Liaison: Commissioner McKenney	3	4 City 4 County 1 by HPAC	Yes OCCGF 17.12.4.030	Not Specified	Ord. 2522 (1988) Ord. 2563 (1990) Ord. 2652 (1993) and Ord. 2923 (2005), 2958 (2007) Land Development Code	Second Wednesday of month @ noon / Civic Center	Advises Commissions, Planning Advisory Board and the BID. Promotes the preservation of historic and prehistoric sites, structures, buildings and districts in City and County.
Housing Authority Board (Great Falls) Commission Liaison:	5 regular 2 tenant	7	Not Specified	Not Specified	Res. 3077 (1938)	Third Thursday of month @ noon / Housing Authority	Sets policy for the operation & management of the public housing properties, HUD, Section 8 program & other affordable housing projects. Board is an independent authority and performs

Board / Commission	Length of Term (yrs)	# of members	City Residency Requirement	Qualified Elector Requirement	Creation	Meeting Dates/ Location	Purpose of Board
							all of its own operational duties and responsibilities.
International Relationships (Advisory Commission) Commission Liaison: Commissioner Wilson	3	9 to 11 **Board is currently on hold	Yes OCCGF 2.7.030	Yes OCCGF 2.7.030	Ord. 2788 (2000) Ord. 2863 (2003)	Meets on Demand / Civic Center	Provides support, coordination and exchange for international programs in the community. Only holds meetings if there is delegation hosting or other events
Library Board of Trustees Ex-Officio: Commissioner Wilson	5	5 appointed 1 County Comm Ex-officio 1 City Comm Ex-officio	3 members must be residents OCCGF 2.18.050	Yes OCCGF 2.18.050	Ord. 341 (1910) , Ord. 3140 (2016), Ord. 3169 (2017)	Fourth Tuesday of each month @ 4:30 p.m. / Library	Oversees Library policies and operations.
Mansfield Center for the Performing Arts Advisory Board Commission Liaison:	3	5 to 7	Yes OCCGF 2.8.030	Yes OCCGF 2.8.030	Ord. 2729 (1997) , Ord. 2813 (2001) and Ord. 2928 (2006)	Third Friday of each month @ noon (Sept thru June) / Civic Center	Advises the CC and Manager on all matters related to the successful operation of the Mansfield Center including the theater, convention center and meeting rooms.
Park and Recreation Board Commission Liaison: Commissioner Wilson	3	7	Yes OCCGF 2.11.030	Yes OCCGF 2.11.030	Ord. 2652, OCCGF 2.32.010	Second Monday of each month @ 4:00 p.m. / Park & Rec office	Advises the CC and Manager on all matters related to the Park & Recreation program.
Parking Advisory Commission Commission Liaison:	3	5 1 ex-officio member from BID	Yes OCCGF 2.17.030	Yes OCCGF 2.17.030	Res. 6682 (1974), Ord. 2652 (1993), Ord. 3169 (2017)	Third Thursday of each month @3:30 p.m. / Civic Center	Advises CC, Manager and PCD Staff on matters related to parking issues within the Parking Districts
City Planning Advisory Board/Zoning Commission	3	7	Yes OCCGF 17.12.1.040	Yes OCCGF 17.12.1.040	Ord. 2913,(May 2005) Ord. 2923 (2005),	Second & fourth Tuesdays	Advises the Commission on many aspects of growth and development including amendments to Growth Policy, zoning, land subdivision,

Board / Commission	Length of Term (yrs)	# of members	City Residency Requirement	Qualified Elector Requirement	Creation	Meeting Dates/ Location	Purpose of Board
Commission Liaison: Mayor Reeves			Cannot be a city employee		Land Development Code OCCGF 17.12.1.010	of each month @ 3:00 p.m. / Commission Chambers	annexation, transportation planning, roadway improvement planning and general planning issues.
Police Commission Commission Liaison: Commissioner Tryon	3	3	Yes MCA 7.32.4151	Yes MCA 7.32.4151	Mandated by 7-32-4151, MCA, Ord. 99 (1893)	Meets on Demand / Civic Center	Reviews all PD applicants for police officer positions and hears disciplinary appeals for PD.
Tourism Business Improvement District Commission Liaison: Commissioner Mayor Reeves	4	5 to 7	No, must represent a property within district	Not specified	Res. 9806 (2008) Updated Re. 9947, 7-12-1121, MCA	Third Thursday of each month @ 9:00 a.m. / TBID Office	Governs the TBID and has the power and duties set out in 7-12-1121 through 7-12-1133, MCA and other applicable laws, City ordinances or regulations. Must be a property owner or an assignee within the district
Transit District Board (Great Falls) Commission Liaison: Commissioner Wilson	4 City/County Reps	1 City 1 County 3 elected	Not specified *City Appointed Should be Residents	Not specified	7-14-212, MCA, Joint Res. 8677 and 94-92 (1994)	Fourth Wednesday of each Month @ 7:00 p.m. / Transit District 3905 N Star Blvd	Governs the Transit District. Responsible for determining appropriate mill levy, preparing and presenting a budget, overseeing all aspects of the district including operations, maintenance and administration.
Additional Miscellaneous							
Audit Committee Appointees: Mayor and Commissioner McKenney (1/4/22 CC mtg)	3 (no end date for CC)	Mayor,1 Commissioner, City Manager, Finance Director, 2 citizens	Not specified *City Appointed Should be Residents	Not specified	Established in October 6, 1992, Audit Committee Charter	As needed	Reviews the City’s Financial Reporting and internal operating controls.
Governing Board – Opioid Litigation Settlement Appointees: Fiscal Agent: Finance Director Comm Wilson and Tryon	No set term end	2 Commissioners and a Fiscal Agent	Yes	Yes	Created through Res. 10577	As needed	Governance structure for the administration, management and use of Opioid Litigation settlement funds

Board / Commission	Length of Term (yrs)	# of members	City Residency Requirement	Qualified Elector Requirement	Creation	Meeting Dates/ Location	Purpose of Board
(4/15/25 CC mtg)							
Metro Region Governance Committee Representatives Appointees: Finance Director, Com Wilson and Tryon (10/7/25 CC mtg)	No set term end	3 County members 3 City members	Yes	Yes	Interlocal Agreement signed 10/7/25 with Cascade Co. City members appointed through Res. 10608	As needed	Regional governance body authorized to review, evaluate, and coordinate funding requests submitted to the MOAT that implicate the Cascade County Metro Region, and to oversee administration of regional opioid abatement funds.
Growth Policy Steering Committee Appointee: Commissioner Tryon (5/21/24 CC mtg)	Duration of the Growth Policy Update	14 members Comprised of a diverse group of representatives from business, industry, agriculture, environment, development, public health/medical, higher education, and members of the community.			Created during the 5/21/24 CC mtg	As needed during the Growth Policy update	Committee objective is to ensure the involvement of a diverse range of groups, entities, disciplines, and citizens throughout the Growth Policy process. Members will provide input and feedback at each stage of the planning process, including the preliminary plan vision and goals, guiding principles, base concept development, strategies, element policies, priority actions, implementation strategies, and recommendations.
Local Emergency Planning Committee (LEPC) Commission Liaison: Wilson	No set terms	(EPCRA) states that the LEPC membership must include elected state or local officials. No formal appointment.	No	No		2 nd Thursday of Month 10:00 a.m. Sheriff's Office 3800 Ulm N. Frontage Rd	Under the Emergency Planning and Community Right-to-Know Act (EPCRA), Local Emergency Planning Committees (LEPCs) Cascade County's LEPC develops an emergency response plan, reviews the plan at least annually, and provides information about chemicals in the community to you, the citizens.
Policy Coordinating Committee Appointee: Commissioner Wilson (3/5/24 CC mtg)	Not specified	7 members with 1 City Commission Rep	Yes	Yes	2005 Cooperative Agreement and reiterated in PCC Bylaws		Guides transportation planning in the Great Falls area.

City Commission Roles explained:

Appointees: Formally appointed by the City Commission and serves as a full voting member of the Board/Committee.

Ex Officio: Established member of the Board, participate in the meeting but are not a voting member.

Commission Liaison: Attend or observe the meetings to get up to speed on their current concerns and report out to the rest of the commission on any upcoming topics they may need to know more about. The Liaison is NOT expected to participate in those meetings and really attends for info only.

*2023 - City Appointed should be Residents- Current City Commission has taken the stance that City appointed members should be city residents although not officially required.

****International Relationships (Advisory Commission):** The Advisory Commission on International Relationships has not met since December 2022. A majority of the members have termed out or resigned. The City currently does not have an established Commission. Future discussions will be needed to determine the future and potential mission of the Advisory Commission.