



**Work Session Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Gibson Room, Civic Center  
March 17, 2026  
5:30 PM**

The agenda packet material is available on the City's website: <https://greatfallsmt.gov/AgendaCenter>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.gov/344/Live-Meetings>.

Public participation is welcome in the following ways:

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

**CALL TO ORDER**

**PUBLIC COMMENT**

*(Public comment on agenda items or any matter that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of five (5) minutes. Speak into the microphone, and state your name and either your address or whether you are a city resident for the record.)*

**WORK SESSION ITEMS**

1. Strategic Capital Investment Reserve (SCIR) Program for Public Water, Sewer and Stormwater Infrastructure - Presented by Mark Juras. (estimated 30 minutes)
2. Recommendations from the Great Falls Parking Summit - Presented by Jeremy Jones (estimated 30 minutes)

**DISCUSSION POTENTIAL UPCOMING WORK SESSION TOPICS**

**ADJOURNMENT**

**UPCOMING MEETING SCHEDULE**

City Commission Work Session - Tuesday April 7, 2026 5:30 p.m.

City Commission Meeting - Tuesday April 7, 2026 7:00 p.m.



## STRATEGIC CAPITAL INVESTMENT RESERVE (SCIR) FOR PUBLIC WATER, SEWER, AND STORMWATER INFRASTRUCTURE

MARCH 17, 2026

## INTRODUCTION

### Main Objectives of SCIR Program

- Improve performance and resilience of existing utility system
- Business friendly initiative to support community benefit via development
- Ensure transparency via Commission approved funding

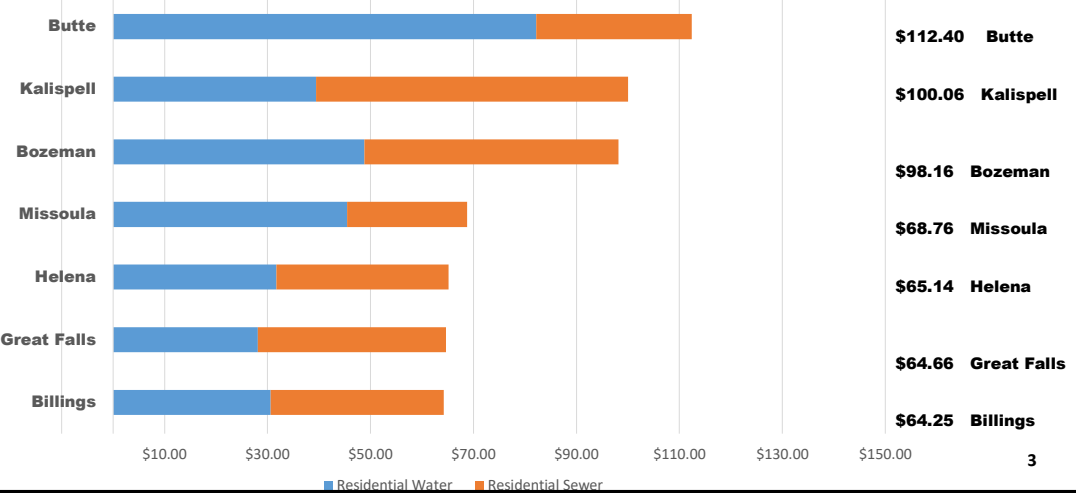
### SCIR Work Session Objectives

- Update Commission
- Tee up for April 7 Commission approval via Resolution

***RATE PAYERS MUST BENEFIT***

# 2026 UTILITY RATES MONTANA

### 2026 Water & Sewer Residential Rates

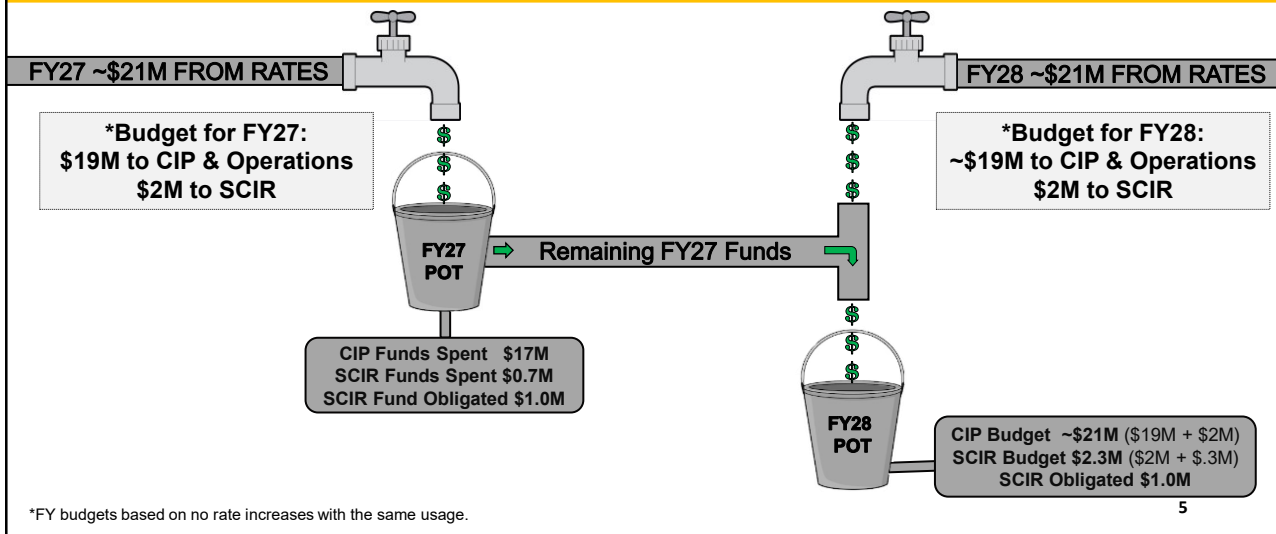


# INTRODUCTION



- June 3rd, 2025: RES 10574 adopted**
- Goal: establish \$2m/yr reserve in each utility fund (water, sewer, storm)
    - Revenue of ~\$6m total in SCIR per year
  - Assist City and Developers with meeting public infrastructure needs
  - Investment to both:
    - Improve existing infrastructure
    - Support development

## WATER FUND SCIR CARRYOVER ILLUSTRATION



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## POLICY SUMMARY

### Review and Scoring Criteria

- Benefit to existing public infrastructure (rate payer)
- Enablement of future development
- Economic Impact
  - Tax base, jobs, infrastructure, lifecycle analysis
- Growth Policy alignment, infill, high-density or mixed use
- Project readiness, leveraging non-city funds, developer experience
- Geographic distribution across Neighborhood Council districts,
- New vs. Frequent users



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# POLICY SUMMARY

## Appeals

- Applicants may appeal to City Commission within 30 days
- Commission decisions are final

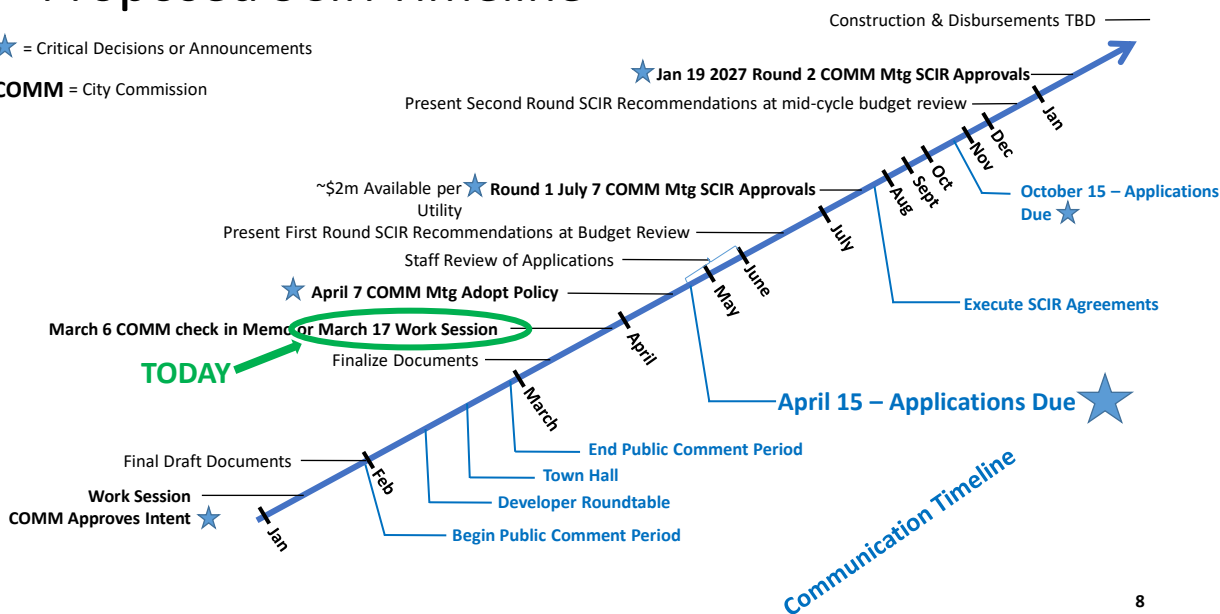
## Policy Review

- **Pilot Period:** First year for refinement and feedback
- **Periodic Reviews:** Bi-annual reports during budget cycles
- **Adjustments:** Post pilot policy changes require Commission approval

# Proposed SCIR Timeline

★ = Critical Decisions or Announcements

COMM = City Commission



## PUBLIC COMMENT PERIOD SUMMARY

### **#1 Topic – Can the City apply for SCIR?**

- If City applies, must have a formal letter of endorsement from a Developer
- City not eligible for <\$250k fund
- Other safeguards

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## PUBLIC COMMENT PERIOD SUMMARY

### **#2 Topic – Can SCIR infrastructure benefit only a single development, and how is that defined?**

- Eligibility criteria – SCIR may not pay for on-site utilities developer would normally be responsible for
- On-site eligible improvements include those which provide regional benefit as scored on the rubric

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## PUBLIC COMMENT PERIOD SUMMARY

### **Developer “Roundtable” February 12, 2026**

- Non-city match funds are eligible for latecomer’s fees
- City not eligible for <\$250k pot
- Increase points for “Leveraging of Non-City Funds” in rubric
- Clarifying eligibility criteria

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## PUBLIC COMMENT PERIOD SUMMARY

### **Open House February 25, 2026**

- Debt service clarification
- Infrastructure lifecycle cost clarifications
- Phased SCIR awards are not eligible
- Contingencies and change orders clarified
- Partial awards are not allowed

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## PUBLIC COMMENT PERIOD SUMMARY

### Written Comments

- Received four written comments in total - to be included in April 7 Commission Meeting Packet
- All written comments were considered in SCIR policy revisions

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## CONCLUSION

### Key Reminders:

- Pilot, we can change it
- Adoption via Resolution on April 7th
- First round of applications due April 15th

**The SCIR Working Group thanks you!**

## Questions & Discussion

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# FINAL DRAFT SCIR POLICY SUMMARY

## FOR CITY OF GREAT FALLS

### PILOT OF STRATEGIC CAPITAL INVESTMENT RESERVE (SCIR) PROGRAM

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#### I. INTRODUCTION

The Strategic Capital Investment Reserve (SCIR) program is undergoing a Pilot period as it is implemented to ensure it functions as intended. The SCIR is a funding mechanism established by the City of Great Falls to expand and improve system-wide public water, sewer, and stormwater utility infrastructure and support strategic development that aligns with adopted community plans. The SCIR is funded through a dedicated portion of utility rates and is administered by the Strategic Development Officer (SDO) in coordination with Planning & Community Development, Public Works, and Finance Departments.

**Important: SCIR funding must be approved by the City Commission prior to solicitation of bids for Public Works infrastructure or a re-bid is required.**

**Retroactive reimbursements are not permitted. Additionally, land use entitlement approvals must be approved by the City Commission prior to or concurrent with SCIR awards. Necessary land use entitlement approvals may include, but are not limited to, annexation, zoning, and preliminary plat.**

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#### II. PROGRAM OBJECTIVES

The SCIR Program is intended to:

1. Improve performance and resiliency of existing City public water, sewer, and stormwater utility systems while supporting development that aligns with adopted plans.
2. Support broad community benefit and long-term fiscal responsibility.
3. Ensure transparency through City Commission approved funding decisions.

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### III. FUNDING STRUCTURE

- **Match Commitments:** Match commitments are not required but may increase score of proposal.
- **Maximum Award:** Up to \$1.75 million per year per utility (water, sewer, or storm) per project. Amounts will be based on utility revenues and availability. SCIR may not be used for debt service or future phases of projects.
- **Awards:** The City Commission shall vote to award all SCIR funding proposals in accordance with the timelines and procedures indicated herein.
- **Administrative Awards:** Small proposals less than \$250,000 per utility per year per project may be recommended for Commission award based on administrative approval on a first come first serve basis. This small project reserve will maintain an estimated maximum amount of \$250,000 per utility per year based on utility revenues. The fiscal year starts on July 1 and ends on June 30. The City Public Works Department shall not be eligible for administrative SCIR award recommendations.
- **Partial Awards:** SCIR applications may not be partially awarded. They are either awarded, or not awarded, by the Commission.
- **Disbursement of SCIR funds:** The SCIR comes as a reimbursement issued after infrastructure completion, acceptance, and ownership transfer to Public Works.
- **Fiscal Purchasing Policy:** Expenditure of SCIR funds shall meet city financial policy requirements including, but not limited to, competitive public bidding process, Montana prevailing wage rates, certified payroll, and other items as required by MCA or the City Finance Department.
- **Latecomer's Fees:** Use of SCIR for latecomer's fees is not allowed. Non-city match funds are eligible for latecomer's fees.

- **Maximum Reserve Amount:** The SCIR shall accrue a maximum of 6 million of non-obligated funds per each utility. Any non-obligated accruals over \$6 million may be re-invested in the capital improvements program or be applied to necessary rate increases for normal utility operations.
- **Other City Funding Sources:** Other city funds, such as TIF funding, may be used in conjunction with SCIR funds; however, this may impact scoring.
- **Funding Timeline:** Successful applicants shall have two (2) years from Commission Approval to accomplish substantial commencement of work and three (3) years to achieve substantial completion of the public infrastructure or funds are forfeited. SCIR funds are not eligible for extensions.
- **Annual Reports:** SCIR funding shall be incorporated into the City's annual budget report and semi-annual budget update.
- **Debt service:** Use of SCIR for debt service will not be permitted. That is, the SCIR may not be borrowed against or bonded upon like TIF funds.
- **Public Competitive Bidding:** Failure to receive approval of a completed SCIR application before soliciting bids for Public Works infrastructure negates eligibility for SCIR assistance or a re-bid is required.

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#### IV. ELIGIBLE ACTIVITIES

SCIR funds may be used for projects that both provide a benefit to the existing City public infrastructure system and enable future development:

- **Public Water Infrastructure:** Oversizing/extending mains, pump stations, storage towers, treatment plant upgrades, and associated incidental surface improvements.
- **Public Sewer Infrastructure:** Oversizing/extending mains, lift stations, wastewater treatment improvements, and associated incidental surface improvements.
- **Public Stormwater Infrastructure:** Regional detention ponds, oversizing/extending storm mains, lift stations, and associated incidental surface improvements.
- **Other Costs:** Other costs associated with public water, sewer, or stormwater infrastructure are eligible including engineering design, permitting costs, easement acquisition costs, inspection, mobilization, bonding, and other eligible costs as approved by the SDO.

- **Exclusions:** Infrastructure operation and maintenance costs, service lines, fire service lines, contingencies, debt service, other private or enterprise utilities such as gas, power, or communication lines, road surface improvements including sidewalks, landscaping, change orders.

#### **Ineligible Uses Include:**

- Non-development related capital improvements projects.
- Infrastructure benefiting only a single development. That is, on-site utility mains and appurtenances which the developer would normally be responsible for paying for, even if dedicated in a future right of way within the property, are not eligible. This is not intended to exclude regional facilities which benefit multiple users from being on the site of the development, such as regional lift stations or ponds.
- Roadway infrastructure including, asphalt, curbing, valley gutters, and sidewalks.
- Debt service or unrelated capital costs.
- Funding of public infrastructure outside of the incorporated City limits.

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## **V. APPLICATION PROCESS**

1. **Eligible Applicants:** Developers, non-governmental organizations, and the City Public Works Department. One application per entity per application cycle. If projects are associated with new development that require land use entitlement, application requests must be concurrent with the land use entitlement applications or after the entitlement has been approved. **Failure to receive approval of a completed application before soliciting competitive bids for Public Works infrastructure negates the applicants eligibility for SCIR assistance or a re-bid is required.**
  - If the City is the applicant, the application must include a formal letter of endorsement signed by a separate developer.
2. **Initial Contact:** Contact the Planning & Community Development Department to discuss project eligibility for SCIR funding.
3. **Pre-Application Meeting:** After initial contact, before the preparation of the application, a pre-application meeting will be held with the SDO, in coordination with the Planning & Community Development, Public Works, and Finance Departments. Pre-application meetings may be held in conjunction with land use entitlement meetings.

4. **Application Preparation and Submission:** Prepare and submit a complete SCIR application with supporting documentation attached. The applicant shall use the rubric to self-score the proposal. **All SCIR applications shall be submitted concurrently with a land use entitlement application or after a previously approved land use entitlement application.**
5. **Application Deadlines:** Applications shall be submitted in accordance with the following:
  - **SCIR Requests under \$250,000 per year per utility fund:** Applications may be submitted year-round and may be recommended for award on a first come, first served basis until the yearly cap is met. The fiscal year starts on July 1 and ends on June 30 and the estimated cap is \$250,000 per utility per year depending on utility revenues. Staff shall determine if the project is eligible. Requires commission award via a public hearing.
  - **SCIR Requests over \$250,000 per year per utility fund:** Staff will review, rank, and make recommendation for Commission Approvals on a bi-annual basis.
    1. Bi-Annual Application Deadlines: April 15, October 15
    2. Estimated timeframe of award: July or January in conjunction with budget cycle approvals, requires commission award via a public hearing.
6. **Staff Review:** Applications will be reviewed by City staff and the SDO and scored based on the adopted policy and rubric. Staff may request additional information, request modified application documents, and may provide written comments.
7. **Draft SCIR Agreement:** Pending successful review, Staff will prepare a SCIR agreement in conjunction with the applicant which will accompany the application and recommendation of award.
8. **Recommendation:** Staff will rank applications based on the adopted policy and rubric and prepare a recommendation for the City Commission.
9. **Commission Approval:** The SDO will present the application to the City Commission. The City Commission must vote to approve funded applications.
10. **Execute SCIR Agreement:** Awarded projects must fully execute the SCIR Agreement defining terms, obligations, timelines, and other items as deemed necessary.

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## VI. REVIEW CRITERIA

Applications will be ranked and scored using the ranking matrix and the criteria below. See the application and scoring rubric for more information.

- **Benefit to Existing System and Infrastructure**
- **Enablement of Future Development and Growth**
- **Economic Impact (Tax Base, Jobs, and Infrastructure Lifecycle Analysis)**
- **High Density or Mixed-Use Housing**
- **Infill Development and Growth Policy Plan Alignment**
- **Project Readiness & Timeline**
- **Leveraging of Non-City Funds**
- **Developer's Experience**
- **SCIR Geographic Distribution by Neighborhood Council District**
- **New vs. Frequent Users**

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## VII. GOVERNANCE & ADMINISTRATION

- **Strategic Development Officer (SDO):** The SDO is the primary position charged with SCIR application review, applicant coordination, and preparing recommendation for the Commission.
- **Working Group:** The working group is the primary administrative advisory body of the SCIR. In absence of the SDO, the working group shall act as the SDO. The working group consists of the Public Works Director, City Engineer, Development Review Coordinator, Planning and Community Development Director & Deputy Director, Finance Director, and the City Attorney.
- **City Commission:** The City Commission acts as the primary governing body and votes to award or not award all eligible SCIR proposals.

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## VIII. POLICY REVIEW

- **Pilot Period Principle:** The first year or more of implementation of the SCIR program is intended to be considered a pilot period. It is anticipated that regular

reviews and assessments during the pilot period will be conducted to work through issues and recommend adjustments to the process as needed.

- **Periodic Reviews:** Bi-annual SCIR reports and reviews will be conducted concurrent with City budget approval and mid-fiscal year budget review.
- **Financial Accruals:** If funds continue to accumulate in the SCIR without expenditure or obligation, the working group may recommend policy changes.
- **Legal Review and Compliance:** Legal reviews may occur on an as needed basis and may include internal legal review and external legal counsel to review and advise changes.
- **Changes:** During the pilot period, language change requests to any component of the SCIR policy or application documents may be submitted to City staff on an as needed basis. All change requests must be recommended by City staff and approved by the City Commission. After the pilot period, it is intended to separate and define substantial changes requiring commission approval versus minor administrative changes which do not require commission approval.

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## IX. APPEALS

- **Process:** If an individual is aggrieved by a decision of staff or wishes to appeal the terms of the SCIR program, the applicant may appeal to the City Commission within thirty (30) calendar days. All Commission decisions are final.

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## X. GLOSSARY OF TERMS

- **Adopted Plans** - Official planning documents approved by the City of Great Falls, such as the Growth Policy, Neighborhood Plans, and Utility Master Plans. SCIR projects must align with these plans to be considered eligible and score favorably.
- **Administrative Award** - A SCIR funding mechanism for small-scale infrastructure projects (less than \$250,000 per utility per year) that may be recommended for Commission approval administratively on a first-come, first-served basis.
- **Annexed Land** - Land that has been formally incorporated into the City of Great Falls through annexation. SCIR funds may only be used for infrastructure improvements within annexed areas.
- **Benefit to Existing System and Infrastructure** - A scoring criterion evaluating how a proposed project improves the performance, capacity, or resiliency of

existing public utility systems. Examples include looping water mains, relieving bottlenecks, or upgrading aging infrastructure.

- **Change Order** – A formal, written amendment to an existing construction contract that modifies the original scope of work, budget, or schedule. Change Orders which would increase SCIR expenditures are not eligible for SCIR award.
- **Critical Facilities** - Essential public services such as hospitals, schools, fire stations, and emergency response centers. Projects that benefit these facilities may receive higher SCIR scores due to their community importance.
- **Commission Approval** - Formal authorization by the City Commission required for all SCIR funding awards, major policy changes, and entitlement approvals. Must be obtained before soliciting bids or a re-bid is required.
- **Contingencies** – A reserve of money side to cover possible unforeseen future expenses, typically included in an estimate as a line item. Contingencies are not eligible for SCIR award.
- **Developable Land** - Land that is suitable and available for future development, typically within the City’s designated growth areas and served or serviceable by public infrastructure.
- **Development** - The process of constructing new buildings or infrastructure, or redeveloping existing properties, typically involving land use approvals, utility connections, and compliance with City plans.
- **Development Feasibility** - A measure of whether a proposed development is financially and practically viable. In the SCIR context, feasibility is determined by the applicant’s demonstration of market demand, supported by a detailed pro forma, financing commitments, and alignment with City plans. Strong feasibility indicates that the project is likely to proceed successfully and deliver intended public benefits.
- **Developer’s Experience** – A qualitative assessment of the applicant’s past performance on similar infrastructure or development projects. Thresholds:
  - High: Multiple successful projects with timely delivery and compliance.
  - Medium: Some relevant experience with moderate success.
  - Low: Limited or no prior experience with comparable projects.
- **Equivalent Dwelling Unit (EDU)** - A standardized metric used to quantify the demand a single-family residence places on public utility systems (water, sewer, stormwater). EDUs allow the City to compare infrastructure impacts across different types of development and are used in SCIR scoring to assess system benefit and capacity needs.

- **Eligible Applicants** - Entities permitted to apply for SCIR funding, including private developers, non-governmental organizations (NGOs), and the City Public Works Department. Each entity may submit one application per funding cycle.
- **Enablement of Future Development and Growth** - A scoring criterion assessing how a project unlocks new development potential, such as increasing utility capacity to serve additional EDUs or opening access to developable land.
- **Extension of Services Plan** - A City Planning document outlining how City services (water, sewer, and stormwater) will be extended to support future growth. SCIR projects should align with this plan.
- **Fiscal Purchasing Policy** - City of Great Falls financial policies governing the use of public funds, including competitive bidding, prevailing wage compliance, and certified payroll. SCIR expenditures must adhere to these policies.
- **Future Phases of Projects** – SCIR funds may not be used to fund future phases of projects. SCIR must include an accompanying land use entitlement approval for eligibility.
- **Growth Policy Plan Alignment** - A measure of how well a proposed project supports the City’s long-range planning goals, including land use, housing, and infrastructure priorities. Projects aligned with the Growth Policy score higher.
- **High Density or Mixed Use Housing** - Residential development that includes multi-family units (e.g., apartments, townhomes) or combines residential with commercial uses. SCIR scoring favors projects that promote compact, efficient land use.
- **Incorporated Land** - Land located within the official boundaries of the City of Great Falls. Only incorporated land is eligible for SCIR-funded infrastructure improvements.
- **Infill Development** – Development or redevelopment within the incorporated City limits that is served by existing public infrastructure (water, sanitary sewer, stormwater, and roadway access), aligns with the City’s Growth Policy and land use plans, and promotes efficient land use by utilizing vacant or underused parcels.
- **Infrastructure completion and acceptance** - The point at which public infrastructure funded by SCIR is fully constructed, inspected, and formally accepted by the City’s Public Works Department.
- **Infrastructure lifecycle analysis** - An evaluation of the maintenance, operation, and replacement costs compared to revenues over the useful life of the infrastructure. Required for SCIR scoring. This is not intended to be a comparison of one material over another for infrastructure purposes, rather an economic analysis of the infrastructure using the City required materials.

- **Land Use Application** - A formal request submitted to the City for approval of zoning, annexation, subdivision, or other development-related actions. Must accompany or precede SCIR applications.
- **Land Use Approval** - Official authorization granted by the City Commission or Planning Department for land use changes. Required before or concurrently with SCIR fund awards.
- **Land Use Entitlement** - The legal approval granted by the City for a specific use of land, including annexation, zoning, and subdivision. Entitlement is a prerequisite for SCIR funding and must be secured before or concurrently with SCIR application submission.
- **Latecomer's Fee** - A reimbursement mechanism allowing initial infrastructure investors to recover costs from future users. SCIR funded infrastructure is not eligible for latecomer's fees.
- **Long-term fiscal responsibility** - A guiding principle of the SCIR program that ensures infrastructure investments are financially sustainable over time. This includes minimizing future maintenance costs, maximizing public benefit, and aligning with lifecycle analysis outcomes.
- **Match Funds** - The portion of project costs contributed by the applicant or other non-City funds. SCIR scoring favors projects with higher match ratios.
- **New vs. Frequent Users** - A scoring metric that prioritizes applicants who have not received SCIR funding in the past five years. Frequent users (those with one or more awards in that period) may receive lower scores to promote access.
- **Non-City Funds** - Any financial contributions toward SCIR eligible infrastructure that do not originate from City sources. These may include private investment, state or federal grants, or other public-private partnerships.
- **Owner Transfer** - The formal handoff of completed public infrastructure from the applicant to the City of Great Falls. SCIR reimbursement is contingent upon this transfer and acceptance by Public Works.
- **Pilot Period** - The initial implementation phase of the SCIR program, during which policies, procedures, and scoring criteria may be refined based on feedback and performance. Intended to ensure the program functions as intended before full adoption.
- **Project Readiness** - A composite measure of how prepared a project is to begin construction. Includes entitlement approvals, design completion, and anticipated construction timeline. Projects with higher readiness may receive higher scores.
- **Public Infrastructure** – City owned utility systems such as water, sewer, and stormwater facilities. SCIR funds may only be used for public infrastructure that is transferred to City ownership upon completion.

- **SCIR (Strategic Capital Investment Reserve)** - A City of Great Falls funding mechanism supported by utility rates, designed to enable development and improve existing public utility infrastructure in alignment with adopted plans.
- **SCIR Agreement** - A formal Agreement between the City and the applicant outlining the scope of work, reimbursement terms, timelines, and other obligations related to SCIR funded infrastructure.
- **SCIR Geographic Distribution by Neighborhood Council District** - A scoring factor that promotes allocation of SCIR funds across the City's Neighborhood Council districts. Projects in underrepresented districts may receive higher scores.
- **Strategic Development Officer (SDO)** – The City staff member responsible for administering the SCIR program, coordinating application reviews, and making funding recommendations. In the absence of an SDO, the designated working group assumes these duties.
- **Substantial Commencement of Work** - The point at which physical construction of SCIR-funded infrastructure must begin to maintain eligibility. Defined by the City of Great Falls as occurring within two years of City Commission approval. Failure to meet this milestone may result in forfeiture of SCIR funding.
- **Substantial Completion** - The point at which SCIR-funded infrastructure is fully constructed and ready for use, pending final inspection and acceptance by the City. Must occur within three years of Commission award. Failure to meet this milestone may result in forfeiture of SCIR funding.
- **TIF (Tax Increment Financing)** - A public financing tool that uses future increases in property tax revenue within a designated area to fund current infrastructure improvements. TIF may be used alongside SCIR but may affect scoring.
- **Utility** - A public service system, such as water, sewer, or stormwater, owned and operated by the City of Great Falls. SCIR funds are allocated by utility type and capped annually.
- **Working Group** - An administrative advisory body that supports SCIR program implementation. Includes representatives from Public Works, Planning & Community Development, Finance, Legal, and other relevant departments. Acts in place of the SDO when necessary.



# FINAL DRAFT APPLICATION & SCORING RUBRIC

## FOR CITY OF GREAT FALLS

### STRATEGIC CAPITAL INVESTMENT RESERVE (SCIR)

#### **IMPORTANT**

This application initiates a request for funding through the Strategic Capital Investment Reserve (SCIR) program, a public infrastructure investment initiative administered by the City of Great Falls to support public infrastructure utility improvements and strategic development aligned with adopted community plans. The Strategic Development Officer (SDO), in coordination with the Planning & Community Development, Public Works, and Finance Departments, is charged with processing all applications and accomplishing the policy established with the creation of the SCIR program.

Projects requesting SCIR financial assistance will be evaluated by City staff and approved by the City Commission. Designated City Staff will prepare a recommendation to the City Commission based on grading criteria as found within the SCIR policy. Please review the SCIR Policy Summary and this information carefully before submitting an application.

**Failure to receive approval of a completed application before soliciting bids for public works infrastructure negates the Applicant's eligibility for SCIR assistance or require a re-bid. Retroactive reimbursements are not an eligible use of the SCIR.**

**Applicant must have obtained prior land use entitlement approvals or obtain concurrent land use entitlement approvals to be eligible for SCIR awards. Failure to obtain land use entitlement approvals negates the Applicant's eligibility for SCIR assistance.**



## APPLICANT INFORMATION

1. Date Submitted: \_\_\_\_\_
2. Applicant Information (whomever is filling out and completing this application):
  - a. Name: \_\_\_\_\_  
\_\_\_\_\_
  - b. Company: \_\_\_\_\_
  - c. Address: \_\_\_\_\_  
\_\_\_\_\_
  - d. Telephone: \_\_\_\_\_
  - e. Email: \_\_\_\_\_  
\_\_\_\_\_

## DEVELOPMENT INFORMATION

1. Development Project Information
  - a. Name: \_\_\_\_\_
  - b. Property Address: \_\_\_\_\_
  - c. Legal Description of Property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Owner/Developer Information (if different from applicant information above):
  - a. Name: \_\_\_\_\_  
\_\_\_\_\_
  - b. Company: \_\_\_\_\_  
\_\_\_\_\_
  - c. Address: \_\_\_\_\_  
\_\_\_\_\_

d. Telephone:  
\_\_\_\_\_  
—

e. Email:  
\_\_\_\_\_  
\_\_\_\_\_

3. Developer Type:  Developer  Non-Governmental Organization  City Public Works Department   
Other \_\_\_\_\_

4. Engineering Firm Information (if different from applicant information above):

a. Name:  
\_\_\_\_\_  
\_\_\_\_\_

b. Company:  
\_\_\_\_\_  
\_\_\_\_\_

c. Address:  
\_\_\_\_\_  
\_\_\_\_\_

d. Telephone:  
\_\_\_\_\_  
—

e. Email:  
\_\_\_\_\_  
\_\_\_\_\_

5. Please Attach a written narrative description of the total Project Development:

Yes, I have Attached. Initials: \_\_\_\_\_

## SCIR FUNDED PUBLIC INFRASTRUCTURE AND SCHEDULING

1. SCIR Utility System(s) Impacted, Check Applicable Boxes:

Water  Sewer  Stormwater

1. Please attach a written narrative description of the proposed SCIR funded public infrastructure:  Yes, I have Attached. Initials: \_\_\_\_\_
2. Please attach a site plan or overall utility plan showing the proposed SCIR funded public infrastructure:  Yes, I have Attached. Initials: \_\_\_\_\_
3. Please attach a detailed engineer's estimate (itemized schedule of values) for all proposed SCIR Infrastructure:  Yes, I have Attached. Initials: \_\_\_\_\_
4. Please summarize all requested SCIR and non-city fund match amounts below:
  - a. Requested SCIR amount for Water Infrastructure \$ \_\_\_\_\_  
\_\_\_\_\_
  - b. Non-City fund match of SCIR Water Infrastructure \$ \_\_\_\_\_  
\_\_\_\_\_
  - c. Requested SCIR amount for Sanitary Sewer Infrastructure \$ \_\_\_\_\_  
\_\_\_\_\_
  - d. Non-City fund match of SCIR Sanitary Sewer Infrastructure \$ \_\_\_\_\_
  - e. Requested SCIR amount for Stormwater Infrastructure \$ \_\_\_\_\_  
\_\_\_\_\_
  - f. Non-City fund match of SCIR Stormwater Infrastructure \$ \_\_\_\_\_  
\_\_\_\_\_
  - g. Other Requested SCIR amounts for Eligible Costs (See Policy):  
\$ \_\_\_\_\_
  - h. Non-City fund match Other SCIR Eligible Costs (See Policy) \$ \_\_\_\_\_
5. Please indicate whether any other sources of City funds are proposed to fund the SCIR Eligible Public Infrastructure such as TIF funds: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Anticipated Month and Year of SCIR Infrastructure Substantial Commencement of Work: \_\_\_\_\_  
\_\_\_\_\_
7. Anticipated Month and Year of SCIR Infrastructure Substantial Completion: \_\_\_\_\_  
\_\_\_\_\_

8. Applicant acknowledgment that public infrastructure funded by SCIR funds is not eligible for future latecomer’s fees. Non-City match funds are eligible for future latecomer’s fees:

Yes, I acknowledge. Initials:\_\_\_\_\_

9. Applicant acknowledgement that public infrastructure funded by SCIR must be spent in accordance with the City’s financial policies including Montana Prevailing Wage Rates and competitive bidding:

Yes, I acknowledge. Initials:\_\_\_\_\_

10. Applicant acknowledgement that substantial commencement of SCIR infrastructure must begin within 2 years of Commission award or the remaining balance is forfeited:

Yes, I acknowledge. Initials:\_\_\_\_\_

11. Applicant acknowledgement that all proposed SCIR infrastructure must be substantially completed and transferred to the City for ownership within 3 years of Commission award or the remaining balance is forfeited:

Yes, I acknowledge. Initials:\_\_\_\_\_

## SCORING CRITERIA

### A. Benefit to Existing System & Infrastructure:

a. Number of Existing EDU’s Benefitted:\_\_\_\_\_

b. Acres of Existing Incorporated Land Benefitted:\_\_\_\_\_

c. Existing Critical Facilities Benefitted:\_\_\_\_\_

### B. Enablement of Future Development & Growth:

a. Number of new EDU’s Unlocked:\_\_\_\_\_

b. Acres of Developable Land Unlocked:\_\_\_\_\_

### C. Economic Impact (Tax Base, Jobs, and Infrastructure Lifecycle Analysis):

a. \$ Taxable Value Added:\_\_\_\_\_

b. New Permanent Jobs Added:\_\_\_\_\_

c. Estimated Infrastructure Payback Period: **TO BE COMPETED BY CITY STAFF**\_\_\_\_\_

**D. High Density or Mixed Use Housing:**

- a. Units/net acre: \_\_\_\_\_
- b. Contains Mixed Residential Uses:  Yes  No  Other \_\_\_\_\_  
\_\_\_\_\_
- c. Contains Commercial Uses:  Yes  No  Other \_\_\_\_\_  
\_\_\_\_\_

**E. Infill Development and Growth Policy Plan Alignment:**

- a. Infill or Redevelopment Project:  Yes  No  Other \_\_\_\_\_
- b. Project Located in Growth Policy Area:  Yes  No  Other \_\_\_\_\_

**F. Project Readiness & Timeline:**

- a. Annexation Approved or Existing:  Yes  No  N/A  Concurrent
- b. Zoning Entitlement Approved:  Yes  No  N/A  Concurrent
- c. Preliminary Plat Approved:  Yes  No  N/A  Concurrent
- d. Improvements Agreement Approved:  Yes  No  N/A  Concurrent
- e. Infrastructure Drawings Approved:  Yes  No  N/A  Concurrent
- f. Infrastructure Completion Within:  0-12 Months  13-24 Months  ≥ 25 months

**G. Leveraging of Non-City Funds:**

- a. % Match of SCIR Funds with Non-City Funds: \_\_\_\_\_

**H. Developer’s Experience:**

- a. Developer’s Experience per Glossary of Terms:  High  Medium  Low

**I. SCIR Geographic Distribution by Neighborhood Council (NC) District:**

- a. Number of SCIR Projects in same NC in the last 5 years (City Staff to Determine or Verify): \_\_\_\_\_

**J. New vs. Frequent Users:**

- a. Number of Owner’s Successful SCIR Project Awards in the last 5 years (City Staff to Determine or Verify): \_\_\_\_\_

## SELF SCORING

1. Applicant has self completed the scoring rubric where possible and included it with the application:

Yes, I acknowledge. Initials: \_\_\_\_\_

## APPLICANT CERTIFICATION

I, \_\_\_\_\_ (please print applicant name), certify that the statements and estimates in this application, as well as all attachments, are true and correct to the best of my knowledge.

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

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

# SCIR Scoring Rubric – 100 Point System

This rubric is designed to make scoring transparent and easy to follow. Applicants provide data in the SCIR Application; they enter those inputs, and points are awarded according to the thresholds below. Staff will verify every score, if staff has determined a different score then reasoning will be provided to clarify the discrepancy. The point system is used to prioritize and inform suitability of projects. The rubric does not directly award projects. Staff will recommend denial, approval, and priority of approved projects. Staff reserves the right to deny any project, regardless of the rubric score.

## How to Use This Rubric

1. Review the SCIR Application and confirm all required data fields are complete.
2. For each criterion below, compare the applicant’s data to the thresholds provided.
3. Award the number of points based on the designated point allocation.
4. Record the total score out of 100.
5. Use the total score to place the project into one of four categories:
  - 81-100 = Excellent
  - 61-80 = Good
  - 41-60 = Satisfactory
  - 0-40 = Low Correlation

Criterion	Title	Points	Point Allocation
A	Benefit to Existing System & Infrastructure	Max 15  Score	<ul style="list-style-type: none"> <li>• 15 pts = Benefits ≥500 EDUs of existing users or ≥50 acres of existing incorporated land or ≥2 critical existing facilities (schools, hospitals, fire stations).</li> <li>• Scale proportionally of whichever is higher always rounding up (e.g., 250 EDUs = 8 pts).</li> <li>• 5 point minimum if project benefits existing infrastructure system (e.g. utility oversizing, filling gap, or looping)</li> </ul>

B	Enablement of Future Development & Growth	Max 15  Score	<ul style="list-style-type: none"> <li>• 15 pts = Unlocks ≥500 new EDUs or ≥20 acres of developable land.</li> <li>• Scale proportionally of whichever is higher always rounding up (e.g., 250 EDUs = 8 pts).</li> </ul>
C	Tax Base	Max 5  Score	<ul style="list-style-type: none"> <li>• 5 pts = Adds ≥\$20M taxable value</li> <li>• Scale proportionally between these levels. (e.g., \$10M= 3 pts).</li> </ul>
C	Jobs	Max 5  Score	<ul style="list-style-type: none"> <li>• 5 pts = 100 new permanent jobs</li> <li>• Scale proportionally always rounding up (e.g. 50 jobs is 3 points)</li> </ul>
C	Infrastructure Lifecycle Analysis – City Staff will Score	Max 5  Score	<ul style="list-style-type: none"> <li>• 5 pts = infrastructure payback period is half of the lifecycle.</li> <li>• 3 pts = infrastructure lifecycle analysis breaks even.</li> </ul>
D	High Density or Mixed Use Housing	Max 6  Score	<ul style="list-style-type: none"> <li>• 10 pts = 10 units/net acre or a mix of residential and commercial uses</li> <li>• 5 pts = 5 units/net acre or a mix of residential uses</li> <li>• Scale proportionally always rounding up (e.g. 2 jobs is 3 points)</li> </ul>
E	Infill Development & Growth Policy Plan Alignment	Max 10  Score	<ul style="list-style-type: none"> <li>• 10 pts = Project located in infill/redevelopment area designated in Growth Policy.</li> <li>• 5 pts = Project located in Growth Policy area but not infill.</li> <li>• 0 pts = Project outside growth areas.</li> </ul>
F	Project Readiness & Timeline	Max 10  Score	<ul style="list-style-type: none"> <li>• Approvals: All secured=4, Pending=2, None/concurrent=0.</li> <li>• Design %: ≥90=4, 30–89=2, &lt;30=0.</li> <li>• Infrastructure Completion within: ≤12 months=2, 13–24 months=1, ≥25 months=0.</li> </ul>
G	Leveraging of Non-City Funds	Max 14  Score	<ul style="list-style-type: none"> <li>• 10 pts = Applicant provides ≥67% of total SCIR eligible infrastructure cost with non-city funds.</li> <li>• 8 pts = 50–66% match.</li> <li>• 4 pts = 20–49% match.</li> <li>• 1 pt = 10–19% match.</li> <li>• 0 pts = &lt;10% match.</li> </ul>

H	Developer’s Experience	Max 5  Score	<ul style="list-style-type: none"> <li>• 5 pts = High</li> <li>• 3 pts = Medium</li> <li>• 0 pts = Low</li> </ul>
I	SCIR Geographic Distribution by Neighborhood Council (NC) District	Max 5  Score	<ul style="list-style-type: none"> <li>• 5pts = No SCIR projects in same NC in last 5 years.</li> <li>• 3 pt = One SCIR same NC in last 5 years.</li> <li>• 0 pts = Two or more SCIR projects same NC in last 5 years.</li> </ul>
J	New vs. Frequent Users	Max 5  Score	<ul style="list-style-type: none"> <li>• 5 pts = Applicant has not received SCIR funds in last 5 years.</li> <li>• 3 pts = Applicant received one SCIR award in last 5 years.</li> <li>• 0 pts = Applicant received 2+ SCIR awards in last 5 years.</li> </ul>

Total Score: \_\_\_\_\_ Maximum Points: 100

## Example Projects by Score Category

The following examples illustrate how different types of projects would likely score under the SCIR rubric. These are hypothetical scenarios designed to demonstrate the scoring system in practice.

### Example 1: Excellent (81-100 pts)

- Project: Regional water main looping that serves 600 existing EDUs, fixes low pressure for a hospital and two schools, and opens 400 new EDUs of capacity.
- Housing Impact: Enables 350 new housing units across multiple subdivisions including multi-use and high density.
- Economic Impact: Estimated \$25M taxable value added; 120 jobs tied to new industrial park, infrastructure lifecycle analysis is net positive.
- Readiness: All approvals in place, design 95% complete, reimbursement in 10 months.
- Match: 60% private contribution.
- Likely Score: 95/100 – Excellent.

### Example 2: Good (61-80 pts)

- Project: Sewer trunk extension oversizing that serves 120 existing EDUs and enables 200 more.
- Housing Impact: Supports 150 housing units with some high density apartments.
- Economic Impact: \$10M taxable value; 40 new jobs projected, infrastructure lifecycle cost breaks even.

- Readiness: Zoning approved, design 70% complete, reimbursement in 18 months.
- Match: 50% private contribution.
- Likely Score: 61/100 – Strong.

### **Example 3: Satisfactory (41-60 pts)**

- Project: Stormwater detention pond serving 40 existing EDUs and unlocking 60 new ones.
- Housing Impact: Supports 40 new single family housing units and 20 high density units.
- Economic Impact: \$4M taxable value; minimal job creation.
- Readiness: Preliminary plat submitted; design at 30%; reimbursement expected in 3 years.
- Match: 20% private contribution.
- Likely Score: 41/100 – Satisfactory.

### **Example 4: Low Correlation (0-40 pts)**

- Project: Water main extension to serve one commercial parcel (30 EDUs) outside designated growth area.
- Housing Impact: No housing enabled.
- Economic Impact: \$2M taxable value; 10 jobs.
- Readiness: No approvals; design not started; reimbursement in 4 years.
- Match: 15% private contribution.
- Likely Score: 14/100 – Low Correlation.

DRAFT 03/17/2026

**STRATEGIC CAPITAL INVESTMENT RESERVE PROGRAM AGREEMENT**

THIS STRATEGIC CAPITAL INVESTMENT RESERVE PROGRAM AGREEMENT is dated as of [\_\_\_\_], 20[\_\_\_\_] (this “**Agreement**”), between the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and [\_\_\_\_], a [\_\_\_\_] (the “**Developer**”).

**WITNESSETH:**

WHEREAS, under the provisions of the Montana Code Annotated, Title 7, Chapter 13, Part 43, as amended (the “**Act**”), the City has the power to establish, build, construct, reconstruct, or extend its municipal water, sewer and stormwater utility systems and may operate and maintain such systems for public use; and

WHEREAS, the City Commission of the City (the “**Commission**”), pursuant to the Act and Resolution No. [\_\_\_\_], duly adopted on April [\_\_\_\_], 2026, established its Strategic Capital Investment Reserve (SCIR) Program (the “**Program**”) in order to provide funding for the expansion and improvement of system-wide public water, sewer, and stormwater utility infrastructure and to support strategic development that aligns with adopted community plans; and

WHEREAS, Developer is developing [\_\_\_\_] (the “**Project**”) as described on Exhibit A hereto;

WHEREAS, Developer submitted an Application for City of Great Falls Strategic Capital Investment Reserve dated [\_\_\_\_], 20[\_\_\_\_] (the “**Application**”) for funding pursuant to the Program (“**SCIR Funding**”) with respect to certain qualified improvements associated with the Project, as further described on Exhibit B hereto (the “**System Improvements**”); and

WHEREAS, on [\_\_\_\_], 20[\_\_\_\_], the City Council conducted a public hearing regarding the Application and the System Improvements at which all persons, including the Developer, were given an opportunity to be heard.

WHEREAS, the City has determined that the System Improvements are authorized by the Act and the Program, and pursuant to Resolution No. [\_\_\_\_], duly adopted on [\_\_\_\_], 20[\_\_\_\_] (the “**Authorizing Resolution**”), the City is authorized to enter into this Agreement which sets forth the obligations and commitments of the City and the Developer with respect to the System Improvements.

NOW THEREFORE, the City and the Developer, each in consideration of the representations, covenants and agreements of the other, as set forth herein, mutually represent, covenant and agree as follows:

Section 1. Definitions; Rules of Interpretation; Exhibits.

1.1. **Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise, the following terms have the meanings assigned to them, respectively:

“**Act**” has the meaning given such term in the recitals.

“**Agreement**” means this Strategic Capital Investment Reserve Program Agreement, including any amendment hereof or supplement hereto entered into in accordance with the provisions hereof.

“**Authorizing Resolution**” has the meaning given such term in the recitals.

“**City**” means the City of Great Falls, Montana, or any successors to its functions under this Agreement.

“**Commission**” has the meaning given such term in the recitals.

“**Developer**” has the meaning given such term in the preamble.

“**Environmental Laws and Regulations**” means and includes the Federal Comprehensive Environmental Compensation Response and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; and the Clean Air Act, 42 U.S.C. §§ 7401 et seq., all as the same may be from time to time amended, and any other federal, State, county, municipal, local or other statute, code, law, ordinance, regulation, requirement or rule which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, code, law or ordinance.

“**Indemnified Parties**” has the meaning given such term in Section 6 hereof.

“**Land**” means the real property and interests in real property described in Exhibit A hereto.

“**Land Use Regulations**” means all federal, State and local laws, rules, regulations, ordinances and plans relating to or governing the development or use of the Land or the Project.

“**Prevailing Wage Rates**” has the meaning given such term in Section 3.3 hereof.

“**Project**” has the meaning given such term in the recitals.

“**State**” means the State of Montana.

“**Substantial Commencement of Work**” means the point at which physical construction of SCIR funded infrastructure must begin to maintain eligibility. That is, construction of the infrastructure has substantially begun via contractor mobilization to the site and the breaking of ground has occurred for said infrastructure. Defined by the City of Great Falls as occurring

within two years of City Commission approval. Failure to meet this milestone may result in forfeiture of SCIR funding.

**“Substantial Completion”** means SCIR-funded infrastructure is fully constructed and ready for use, pending final inspection and acceptance by the City. Substantial completion is monumented via the owner transfer certificate which transfers ownership of the utility from the Developer to the City. Must occur within three years of Commission award. Failure to meet this milestone may result in forfeiture of SCIR funding.

**“System”** means the [water] [sewer] [stormwater] system of the City and all extensions, improvements and betterments thereof heretofore or hereafter constructed and acquired, including, without limitation, the System Project.

**“System Improvements”** means those improvements to the System described on Exhibit B hereto.

**“System Revenues”** means all revenues and receipts from rates, fees, charges and rentals imposed for the availability, benefit and use of the System, and from penalties and interest thereon, and from any sales of property which is a part of the System and all income received from the investment of such revenues and receipts.

1.2. Rules of Interpretation.

(a) The words “herein,” “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

(b) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed unless otherwise indicated.

(c) “Or” is not exclusive but is intended to contemplate or encompass one, more or all of the alternatives conjoined.

1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A—Legal Description of the Land

Exhibit B—System Improvements

Exhibit C—Project Costs

Exhibit D—Form of Developer Requisition

Section 2. Representations.

2.1. Developer Representations. The Developer hereby represents as follows:

(a) The Developer is a [\_\_\_\_\_], duly formed, validly existing and in good standing under the laws of the State and is duly qualified to do business in the State. The Developer has the power to enter into this Agreement and by all necessary corporate action has duly authorized the execution and delivery of this Agreement.

(b) The representations and warranties of the Developer in the Application are true and correct as of the date hereof, including with respect to the total investment to be made by the Developer with respect to the Project and the System Improvements.

(c) The Developer has good marketable title to the Land, free and clear of all liens, encumbrances and defects except such as do not materially affect the value of the Land or materially interfere with the use made and proposed to be made of the Land by the Developer.

(d) The Developer estimates the total costs of the Project (including Land acquisition) and the System Improvements is \$[\_\_\_\_\_] as described in Exhibit C hereto and the Developer has the financial capability and/or financing commitments to complete the Project and the System Improvements.

(e) The Developer is not aware of any facts the existence of which would cause the Land or the Developer to be in violation of any Environmental Laws and Regulations applicable to the Land, the Project or the System Improvements. The Developer has not received from any local, State or federal official any notice or communication indicating that the Land or the activities of the Developer may be or will be in violation of any Environmental Laws and Regulations applicable to the Project or the System Improvements.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prohibited or limited by, conflicts with or results in a breach of the terms, conditions or provisions of the [certificate of formation or operating agreement] [articles of incorporation or bylaws] of the Developer or any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(g) There is no action, suit, investigation or proceeding now pending or, to the knowledge of the Developer, threatened against or affecting the Developer or its business, operations, properties or condition (financial or otherwise) before or by any governmental department, commission, board, authority or agency, or any court, arbitrator, mediator or grand jury, that could, individually or in the aggregate, materially and adversely affect the ability of the Developer to complete the Project or the System Improvements.

### Section 3. Developer's Undertakings.

3.1. Construction of Project and System Improvements. The Developer hereby agrees and commits to the City that it will diligently prosecute to completion the construction of the Project and the System Improvements in accordance with this Agreement, the site plan submitted to the City and all applicable federal, State and local laws, rules, regulations and ordinances relating to or governing the development or use of the Project and the System Improvements, including applicable Land Use Regulations and Environmental Laws and Regulations. The

Developer agrees and commits to the City that construction of the Project and the System Improvements shall commence on or before the second anniversary of the date of the Authorizing Resolution and shall be substantially complete (as reasonably determined by the City) on or before the third anniversary of the date of the Authorizing Resolution. If there is an increase in the costs of the Project or the System Improvements from that shown on Exhibit C hereto, the Developer shall notify the City of the increase and submit additional evidence in a form acceptable to the City that the Developer has the financial capacity and/or financial commitments to cover such additional costs and complete the Project and the System Improvements. At all times during the term of this Agreement, the Developer will operate and maintain, preserve and keep the Project or cause the Project to be operated, maintained, preserved and kept for the purposes for which it was constructed, and with the appurtenances and every part and parcel thereof, in good repair and condition. The Developer agrees to permit the City and any of its officers, employees or agents access to the Land for the purpose of inspection of all work being performed in connection with the Project and the System Improvements.

3.2. Preparation, Review and Approval of Construction Plans. In connection with the Project and the System Improvements, the Developer, at its sole expense, shall prepare and submit construction plans, drawings, and related documents for each portion of the Project and the System Improvements to the appropriate City officials for architectural, engineering or land use review and written approval or permits. The Developer acknowledges that no review or approval by City officials may be in any way construed by the Developer to replace, override or be in lieu of any required review, inspection, or approval by the City Engineer's Office, or any other construction official review or approvals required by any State laws or local ordinances or regulations.

3.3. Competitive Bidding; Prevailing Wage Rates; and Preference for Montana Residents. The Developer understands that the City is obligated to follow certain laws with respect to the expenditure of public funds, which includes SCIR Funding. The Developer agrees that in the awarding of contracts or subcontracts for the System Improvements that (i) it will and it will cause its contractors to competitively bid the contracts and subcontracts for each component of the System Improvements; (ii) it will and it will cause its contractors and subcontractors to pay Prevailing Wage Rates on such contracts or subcontracts related to the System Improvements; (iii) it will and it will cause its contractors and subcontractors will give preference to the employment of bona fide residents of the State, as required by Montana Code Annotated Section 18-2-403 and as such term is defined by Montana Code Annotated Section 18-2-401(1) and the Administrative Rules of the State, including but not limited to A.R.M. 24.17.147, obliging the Developer and its contractors and subcontractors to hire 50% bona fide Montana residents with respect to the installation and construction of the System Improvements; and (iv) when making assignments of work, it will and it will cause its contractors and subcontractors to use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned. The Developer will provide to the City all documentation requested to verify the compliance of the Developer and its contractors and subcontractors with the requirements set forth in this Section 3.3. Failure of the Developer and its contractors and subcontractors to pay Prevailing Wage Rates with respect to the System Improvements shall be considered a breach of this Agreement and the City shall be entitled to exercise any and all measures to assure compliance and retroactive compensation plus interest to employees not paid in accordance with this Agreement, and recovery of any penalty or fine assessed by the State

attributed to any failure to pay Prevailing Wage Rates. Additionally, the Developer acknowledges that a violation of these requirements shall result in the City not being able to pay or reimburse the Developer for costs of the System Improvements. **“Prevailing Wage Rates”** means (i) Montana Prevailing Wage Rate for public works projects published from time to time by and available from the Montana Department of Labor and Industry, Research and Analysis Bureau, P.O. Box 1728, Helena, Montana 59624, telephone number (800) 541-3904; and (ii) applicable Federal Prevailing Wage Rates for public works projects published from time to time by and available at <https://www.dol.gov/whd/govcontracts/PrevailingWageResources.htm> or any successor website.

3.4. Easements. To the extent that the System Improvements are to be located on the Land, the Developer hereby agrees to grant to the City and applicable utility companies from time to time such easements, rights-of-way and similar licenses as are reasonably necessary to permit the City or applicable utility company to own, operate and maintain the System Improvements. The City and the Developer shall agree to the reasonable location, scope, duration, type, form and use of such easements, rights-of-way or similar licenses pursuant to separate instruments to be negotiated between the parties hereto in accordance with the intent of this Section 3.4.

3.5. Utilities. The Developer shall not interfere with or permit interference with, or construct any improvements over, any public street or utility easement without the prior written approval of the City. All connections to public utility lines and facilities shall be subject to approval of the City and any private utility company involved. The Developer at its own expense shall replace any public facilities or utilities damaged by the Developer or its agents or by others acting on behalf of or under their direction or control of the Developer or its agents.

3.6. Permits; Environmental Laws and Regulations. The Developer will obtain in a timely manner all required permits, licenses and approvals, and will meet all requirements of all federal, State and local laws, rules, regulations and ordinances, which must be obtained or met in connection with the acquisition and construction of the Project and the System Improvements. Without limiting the foregoing, the Developer will request and seek to obtain from the City or other appropriate governmental authority all necessary variances, conditional use permits and zoning changes. The Developer will comply in all material respects with all Environmental Laws and Regulations applicable to the construction, acquisition and operation of the Project and the System Improvements, obtain any and all necessary environmental reviews, licenses or clearances under, and comply in all material respects with, Environmental Laws and Regulations.

3.7. Nondiscrimination; Anti-Competitive Conduct. The Developer agrees that all hiring by the Developer and its contractors and subcontractors and persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by State and/or federal law.

3.8. Construction Warranties. As part of the construction contract with the general contractor constructing the System Improvements, Developer shall obtain a twenty-four month construction warranty with respect thereto, beginning on the date of Substantial Completion

(such time period is referred to herein as the “**Warranty Period**”). The form of the warranty shall be a maintenance bond equal to 20% of the actual cost of the improvements being dedicated to the City. The City of Great Falls shall be named as dual obligee on the maintenance bond. Maintenance bonds may be in the form of a surety bond, certified check, or an irrevocable letter of credit issued by a bank licensed to do business in the state of Montana. If, during the Warranty Period, if the City notifies the Developer of any defect in the workmanship or construction of the System Improvements, then Developer shall enforce such construction warranty against the general contractor constructing the System Improvements within 30 calendar days of being advised that repairs are required.

3.9. Worker’s Compensation Insurance. The Developer shall provide in all construction contracts and subcontracts with respect to the Project and the System Improvements that each contractor and subcontractor is to be covered by a Worker’s Compensation insurance program with the State, a private insurance carrier, or an approved self-insurance plan in accordance with State law.

3.10. Taxes. The Developer shall pay or cause to be paid when due and prior to the imposition of penalty all taxes and all installments of any special assessments payable with respect to the Land and the Project and any improvements thereto or extension thereof.

#### Section 4. Reimbursement.

4.1. Reimbursement Obligation. Subject to the provisions of this Section 4, the City shall reimburse the Developer for costs of the System Improvements in an amount equal to the actual costs thereof; *provided, however*, that the reimbursement for the System Improvements shall not exceed \$[\_\_\_\_\_] in the aggregate. The obligation of the City to reimburse the Developer for costs of the System Improvements shall be subject to (i) the completion, approval, transfer, and acceptance by the City of all of the System Improvements and the respective costs thereof, partial reimbursements will not be allowed, and (ii) the availability, in the sole discretion of the City, of sufficient SCIR Funding for purposes of such reimbursement. The City will not have any obligation to issue bonds, notes or other obligations in order to finance the reimbursement of the System Improvements.

4.2. Subordination. The Developer understands and agrees that the City currently has, and may in the future have, one or more series of bonds payable from System Revenues and the reimbursement obligations of the City pursuant to this Agreement are hereby subordinated in right of payment to any and all of such bonds payable from System Revenues and shall be payable only from and to the extent System Revenues available after payment of all amounts then due and owing with respect to the bonds, as determined in the sole discretion of the City.

4.3. Conditions to Reimbursement. Reimbursement for costs of the System Improvements will be based on paid invoices for costs incurred by the Developer, its contractors and subcontractors or any utility companies only upon completion of the System Improvements and acceptance and transfer thereof to the City. The City may reject, in its sole discretion, any invoice to the extent it is not part of the System Improvements. The parties hereto agree that the

City will not be required to reimburse costs of System Improvements unless at the time of such request:

- (a) all of the Developer's representations as set forth in Section 2 hereof are true and correct;
- (b) the Developer is not in breach of any covenant or undertaking as set forth in Section 3 hereof as of the time of such reimbursement;
- (c) the City has determined that all of the System Improvements are Substantially Complete and the Developer has transferred ownership of the System Improvements to the City pursuant to the requisite documentation required by the City in its sole discretion; and
- (d) a certificate signed by Developer in substantially the form attached as Exhibit D hereto shall accompany any invoices or requests for payment or reimbursement by the City (the "**Developer Requisition Form**").

Within 60 days of receipt from the Developer of a Developer Requisition Form, the City shall issue a check payable to the Developer in the amount thereby requested pursuant to the terms and conditions of this Agreement or shall otherwise communicate with the Developer regarding the remaining conditions to reimbursement set forth in this Section 4 to be satisfied prior to such check being issued (including the availability of sufficient System revenues, as determined by the City in its sole discretion).

#### Section 5. Covenants.

#### Section 6. Release, Indemnification and Insurance.

6.1. Release and Indemnification. The Developer releases the City and all Commission members, officers, agents, servants and employees thereof (the "**Indemnified Parties**") from, and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys' fees), claim, demand, suit, action or other proceeding whatsoever (i) arising or purportedly arising out of, or resulting or purportedly resulting from, the acquisition and construction of the Project and the System Improvements, any violation by the Developer of any agreement, condition or covenant of this Agreement, the ownership, maintenance and operation of the Project or the System Improvements, or the presence on any portion of the Land, of any dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances or (ii) which is caused by the Developer or its officers, agents, contractors, subcontractors, consultants, employees or agents; except that such indemnification shall not apply to the extent that the loss, damage or cost is determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct or bad faith of the Indemnified Party.

NEITHER THE CITY NOR THE DEVELOPER WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT OR CONTRACT.

6.2. Insurance. Developer shall keep and maintain the Project at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with facilities of the type and size comparable to the Project, and the Developer shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for direct damage insurance covering all risks of loss (which need not include flood or seismic), including, but not limited to, the following:

1. fire
2. extended coverage perils
3. vandalism and malicious mischief
4. boiler explosion (but only if steam boilers are present)
5. collapse

on a replacement cost basis in an amount equivalent to the Full Insurable Value thereof. "Full Insurable Value" shall include the actual replacement cost of the Project, without deduction for architectural, engineering, legal or administrative fees or for depreciation. The policies required by this Section 6.2 shall be subject to a no coinsurance clause or contain an agreed amount clause, and may contain a deductibility provision not exceeding \$100,000.

Subject to the terms of any mortgage relating to the Project, policies of insurance required by this Section 6.2 shall insure and be payable to Developer, and shall provide for release of insurance proceeds to Developer for restoration of loss. The City shall be furnished certificates showing the existence of such insurance. In case of loss, the Developer is hereby authorized to adjust the loss and execute proof thereof in the name of all parties in interest.

During construction of the Project, any and all of the foregoing insurance policies may be maintained by the Developer's contractor; *provided* that once the Project is placed into service, Developer shall maintain all of the foregoing insurance policies.

## Section 7. General Provisions.

7.1. Conflicts of Interest; City's Representatives Not Individually Liable. No member, officer, agent, servant or employee of the City shall have any personal interest, direct or indirect, in this Agreement, the Project or the System Improvements, nor shall any such member, officer or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, officer or employee of the City shall be personally liable to Developer in the event of any default under or breach of this Agreement by the City, or for any amount that may become due to Developer for any obligation issued under or arising from the terms of this Agreement.

7.2. Rights Cumulative. The rights and remedies of the parties hereto, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party hereto of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other remedy for the same default or breach or of any of its remedies for any other default or breach of the party subject to the limitation of remedies provided herein. No

waiver made by such party with respect to the performance or the manner or time thereof, of any obligation under this Agreement, shall be considered a waiver with respect to the particular obligation of the other party or a condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any obligations of the other party. Delay by a party hereto instituting or prosecuting any cause of action or claim hereunder shall not be deemed a waiver of any rights hereunder.

7.3. Term of Agreement. If all conditions precedent for the reimbursement by the City of the costs of all System Improvements have not been satisfied by [\_\_\_\_\_], 20[\_\_\_], this Agreement will terminate and the City will have no obligation to reimburse the Developer for costs of the System Improvements. Otherwise, this Agreement will terminate when all obligations hereunder have been satisfied or discharged. Notwithstanding any termination of this Agreement, Sections 5, 6 and 7 shall in all events survive.

7.4. Limitation on City Liability. No agreements or provisions contained in this Agreement nor any agreement, covenant or undertaking by the City contained in this Agreement or any other document executed by the City in connection with the System Improvements will give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or will obligate the City financially in any way except with respect to the SCIR Funding. No failure of the City to comply with any term, condition, covenant or agreement herein will subject the City to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from SCIR Funding; and no execution on any claim, demand, cause of action or judgment will be levied upon or collected from the general credit, general funds or taxing powers of the City (except as such constitute SCIR Funding). Nothing herein will preclude a proper party in interest from seeking and obtaining specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein; provided that no costs, expenses or other monetary relief will be recoverable from the City except as may be payable from SCIR Funding.

7.5. Notices. All notices, certificates or other communications required to be given to the City or the Developer hereunder will be sufficiently given and will be deemed given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to the City: City of Great Falls  
P.O. Box 5021  
Great Falls, Montana 59403  
Attn: Fiscal Services Director

If to the Developer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The City and the Developer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

7.6. Assignment. This Agreement is unique between the City and the Developer and no party may assign any rights or privileges or delegate any duties or obligations under this Agreement without first obtaining the written consent of the other parties hereto.

7.7. Binding Effect. The right and obligations set forth in this Agreement shall inure to the benefit of and shall be binding upon the City and the Developer and their respective successors and assigns.

7.8. Prior Agreements. This Agreement supersedes, merges and voids any and all prior discussions, negotiations, agreements and undertakings between the parties hereto with respect to the subject matter of this Agreement. The parties waive and release each other from any claims, actions, or causes of action that relate in any manner to any prior discussions, negotiations, agreements and undertakings between the parties with respect to the subject matter of this Agreement.

7.9. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7.10. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the City and the Developer.

7.11. Disputes. If any disagreement, dispute, claim, counterclaim, action or cause of action arises with respect to this Agreement, or the interpretation, performance or enforceability hereof, or the parties' relative rights, obligations and remedies hereunder, the parties shall first confer in good faith to resolve any disputes and, if a resolution cannot be mutually agreed to within thirty (30) days of written notice thereof, the parties shall attempt to resolve the dispute through non-binding mediation. If the parties cannot resolve the dispute through non-binding mediation within sixty (60) days of written notice thereof, the District Court of the State of Montana in and for Cascade County, Montana will be the exclusive location and/or forum for any legal actions arising under this Agreement.

7.12. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State, without giving effect to any choice of law statutes, rules, or principles.

7.13. Further Assurances and Corrective Instruments. The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

7.14. Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7.15. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or Sections of this Agreement.

*[remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF GREAT FALLS, MONTANA

[SEAL]

By \_\_\_\_\_  
Gregory T. Doyon, City Manager

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
\_\_\_\_\_, 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.

[\_\_\_\_\_]

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

STATE OF MONTANA     )  
  : ss.  
County of Cascade        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ of \_\_\_\_\_, on behalf of said  
\_\_\_\_\_.

(Notarial Seal)

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_, Montana  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

PROJECT NARRATIVE AND SITE PLAN OR OVERALL UTILITY PLAN WHICH  
DELINEATES SCIR INFRASTRUCTURE

EXHIBIT B  
SYSTEM IMPROVEMENTS

EXHIBIT C

SCIR ELIGIBLE INFRASTRUCTURE ENGINEER'S ESTIMATE AS AN ITEMIZED  
SCHEDULE OF VALUES EXCLUSIVE OF

EXHIBIT D

FORM OF DEVELOPER REQUISITION

TO: City of Great Falls, Montana (the "City")
FROM: [ ] (the "Developer")
SUBJECT: Payment/Reimbursements for System Improvements

This represents Developer Requisition No. \_\_\_\_ in the total amount of \$\_\_\_\_\_ for payment of the System Improvements.

The undersigned, as Authorized Developer Representative, intends that this certificate will satisfy the requirements of Section 4.3 of the Strategic Capital Investment Reserve Agreement, dated as of [ ], 20[ ] between the City and the Developer, and does hereby certify on behalf of the Developer that:

(a) the expenditures for which payment or reimbursement is requested are listed in summary form in the attached schedule;

(b) the amounts requested have been paid by the Developer for property or to contractors, subcontractors, materialmen, engineers, architects or other persons who will perform or have performed necessary or appropriate services or will supply or have supplied necessary or appropriate materials for the acquisition, construction, renovation, equipping and installation of the System Improvements, as the case may be, and that, to the best of my knowledge, the fair value of such property, services, or materials is not exceeded by the amounts requested to be paid;

(c) the cost of work to be paid or reimbursed has been competitively bid and the contractor or subcontractor has paid the Montana prevailing wage for such work;

(d) no part of the several amounts requested to be paid or reimbursed, as stated in such certificate, has been or is the basis for the payment or reimbursement of any money in any previous or pending request; and

(e) the payment or reimbursement of the amounts requested will not result in a breach of any of the covenants of the Developer contained in the Agreement.

Dated: \_\_\_\_\_, 20\_\_\_\_ [ ]

By: \_\_\_\_\_
Authorized Developer Representative

# City of Great Falls Parking Summit



1

## CITY OF GREAT FALLS PARKING SUMMIT

- Facilitate 3 four-hour meetings with downtown business, property and residents on parking.
- I facilitated a similar group in Bozeman three years ago and came to appreciate the complexity of parking AND our issues are different than Bozeman.
- Parking is a very complex issue with no one right answer (and it is never free!).
- Parking is as much a psychological issue as it is a technical one.



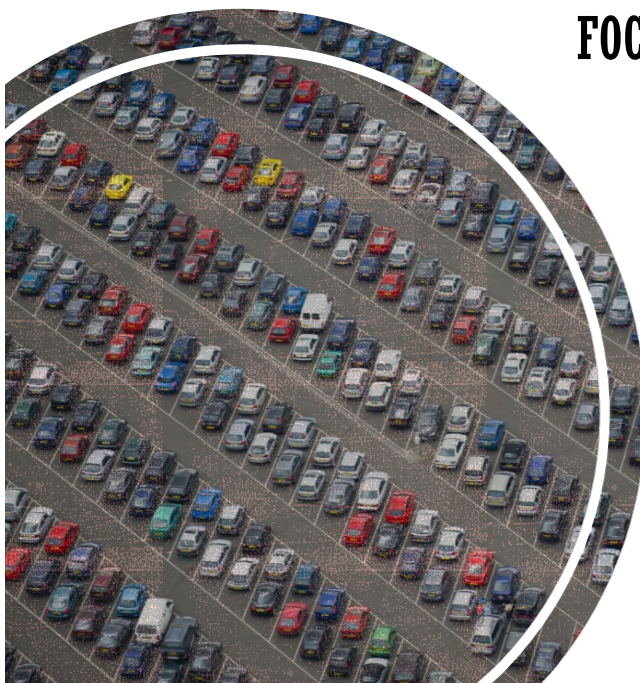
2

# CITY OF GREAT FALLS PARKING SUMMIT

- This Parking Summit group has done really good work.
- The core group are committed, passionate, reasonable people that want downtown to be successful AND are willing to support and advocate for a more effective, efficient system that pays for itself.




3



## FOCUS OF DISCUSSION/SOLUTIONS

- Financial sustainability must be addressed directly
- Infrastructure and technology modernization are essential
- Enforcement and system integration must be credible and consistent
- Customer experience and public education are critical to the success of the parking program
- There is shared stakeholder responsibility – we are all part of the success and must support and advocate for the parking program

4



**Parking is not a problem to be solved. It's a problem to be managed.**

**“WE ARE GOING TO BE BACK HERE AGAIN IN 5 YEARS TALKING ABOUT PARKING!”**

- Parking Summit Participant

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## THE CHALLENGES

- Downtown parking revenues
- Confusion in parking systems
- Aging infrastructure
- Lack of technology to drive decisions



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## BRINGING THE RIGHT PEOPLE TO THE TABLE

- Created the Downtown Parking Summit
- Participants included residents, retailers, property owners & patrons
- Group given parameters that must be met by the City Commission



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## WHAT WE HEARD

- Through several work sessions, participants discussed experiences, concerns, and ideas.
- The goal was simple:

**Identify practical ways to better manage downtown parking.**



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## THREE THEMES EMERGED

Across all discussions,  
three priorities emerged:

- 1) Technology
- 2) Infrastructure
- 3) Safety



## CHALLENGES OF CURRENT SYSTEM

- Aging infrastructure and outdated technology
- Confusing parking rules and multiple types of uses
- Perception of safety in the garages
- Limited promotion and marketing



## FINANCIAL REALITIES OF PARKING

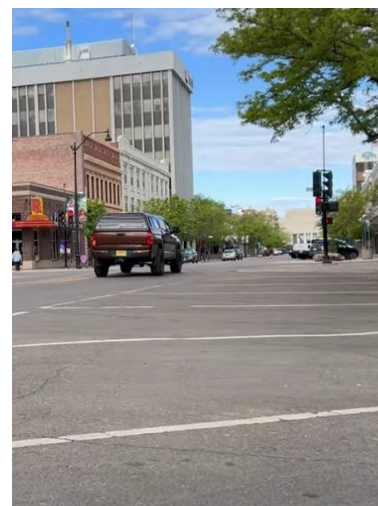
- For enforcement to exist, there must be revenues to support it
- Over half of parking revenue is generated from curbside parking
- Parking garages are highly underutilized



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## INTERIM STEPS IMPLEMENTED

- March 3 the curbside rate was increased from \$1.00/hr to \$1.50/hr
- Increases to parking tickets
- Elimination of courtesy tickets and warning letters
- First 2 hours parking in garages is free



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## PARKING SUMMIT RECOMMENDATIONS

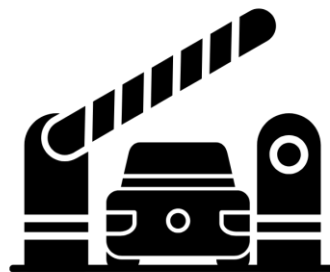
- The stakeholders of downtown support the interim changes and recommend making them permanent.
- Pursue technology that is user-friendly and allows for data-driven decision criteria
- Address deferred maintenance
- Address perceived safety issues
- Continue with month-to-month contract with SP+ to allow for time for new rate evaluation (6 & 12 month).



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## TECHNOLOGY & INFRASTRUCTURE

- Modern parking systems are easier to use and easier to enforce
  - Improvements include:
    - License plate reader technology
    - Automated garages
    - Improved signage and system integration
    - Cashless parking system



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## SAFETY IMPROVEMENTS

- Public confidence in garages is critical
  - Improved lighting and technology (gates and automation).
  - Clear branding and wayfinding.
  - Coordination with GFPD for patrol presence.



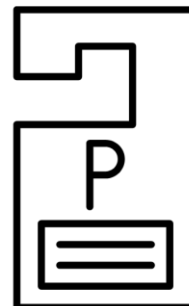
## INVESTMENT IN DOWNTOWN PARKING SYSTEM

- The Downtown Parking Summit group recommends utilizing up to \$2.5 million of downtown TIF funding to purchase the technology and perform the maintenance needed to modernize our parking system



## DOWNTOWN STAKEHOLDER OPPORTUNITIES

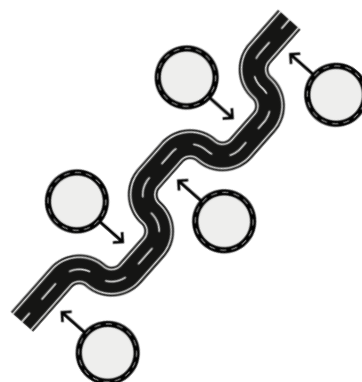
- Monthly parking passes
- A voluntary business parking validation program for patrons
- Future exploration of creating a Parking Improvement District (PID) to allow for more flexibility in the parking rates



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## IMPLEMENTATION TIMELINE

- Upon recommendation from the City Commission to move forward:
  - Parking Advisory Committee along with the established working group will immediately begin to evaluate technology needed to modernize our system.
  - Monthly evaluation of new rates to monitor effectiveness



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## THE BIG PICTURE

- There is no FREE parking.
  - Even if there is no parking fee, there are still expenses to cover.
- There is no “solution” to parking.
- The goal is better management through modern technology, strong infrastructure, and working without downtown community stakeholders.

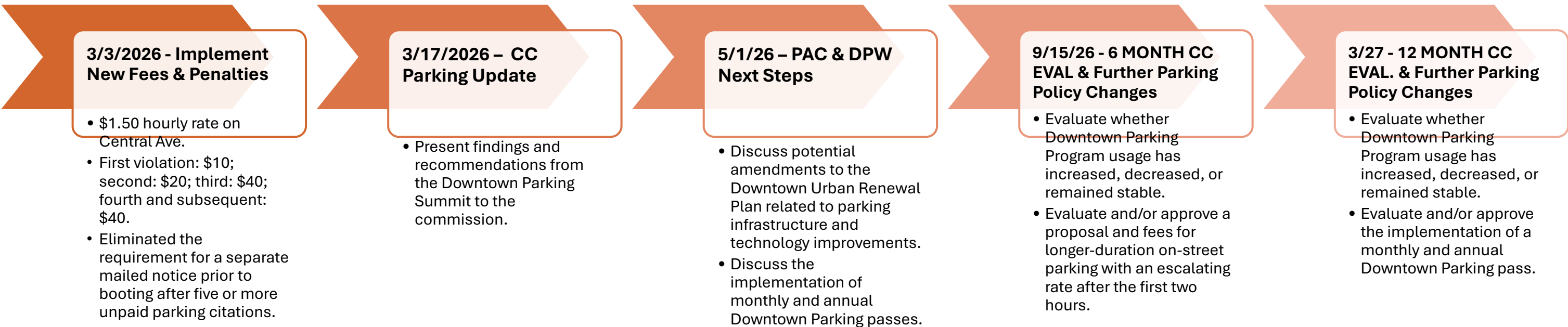


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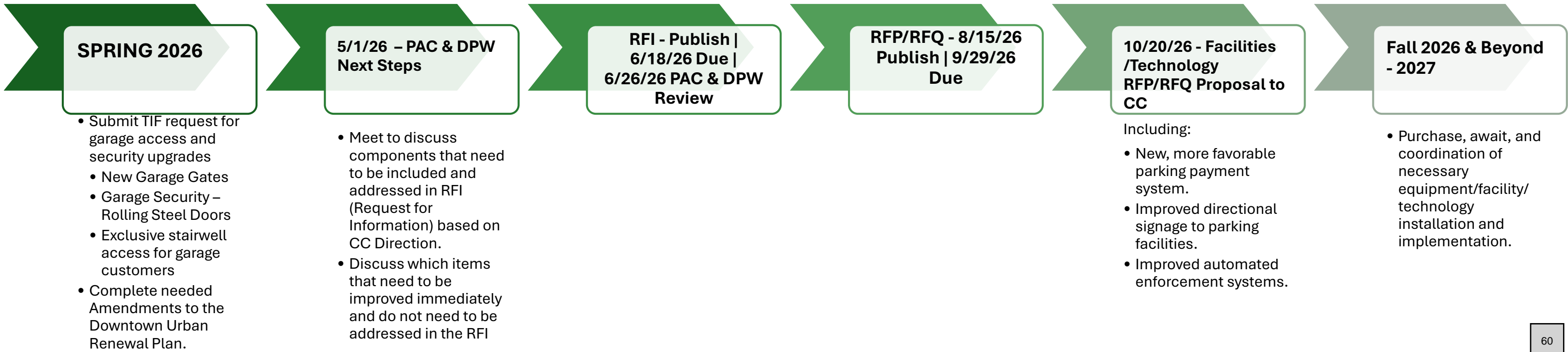
# 2026 Downtown Parking Summit Implementation Tentative Timeline: The Next 12 Months

Parking systems are dynamic and highly responsive to user behavior, which is why the City should implement changes strategically and evaluate real-world results before making larger long-term commitments. Current data reflects past policies, and time will be needed to understand how users respond to new rates, fines, and program changes. With each passing month, staff will gain better information on how those changes are being absorbed and where adjustments may be needed. For that reason, staff recommend intentional, incremental improvements rather than replacing the entire system at once. During this period, the City can also advance garage and technology upgrades that improve customer experience and reduce operational workload. Staff further recommends keeping SP+ under a month-to-month or short-term renegotiated contract to preserve flexibility while changes are evaluated and the system stabilizes.

## Parking Policy, Program Updates & Pricing Adjustments



## System Infrastructure, Technology & Capital Improvements



## Montana City Parking Programs Comparison

3/12/2026

	Great Falls Pre 3/3	Great Falls Current - Post 3/3	Billings	Missoula	Helena	Kalispell	Bozeman	Butte
<b>Time Violation Fee</b>	1st - Free 2nd - \$5.00 3rd - \$10.00 4th and Subsequent - \$20.00	1st - <b>\$10.00</b> 2nd - <b>\$20.00</b> 3rd - <b>\$40.00</b> 4th and Subsequent - <b>\$75.00*</b>	1st - \$10.00 2nd - \$20.00 3rd - \$40.00 4th and more - \$50.00	1st - \$0.00 2nd - \$50.00 3rd - \$10.00 4th - \$15.00 5th - \$20.00	\$10.00	\$15.00 *Surface lots only *Lot permits are sold out	First 2 hours free If not moved - \$23.50 *Includes \$3.50 app fee	\$20.00
<b>Improper Parking Violation Fee</b>	\$20.00	\$20.00	\$25.00 - \$200.00	\$20.00	\$25.00	\$15.00	\$53.50 - \$63.50	\$30.00 - \$100.00
<b>Booting Fee</b>	5+ unpaid fines within the last 12 months and more than 30 days overdue. Must provide mail notifications. \$150 boot fee	<b>Elimination of the additional mailing notification.</b>	If fines are at \$100.00 or more than sticker put on vehicle with 48 hour notice and if not paid than booted. \$100 boot fee	5 or more citations that are 30 days or older. \$75.00 boot fee	5 or more unpaid fines equaling over \$75.00 and are more than 30 days overdue. \$50.00 boot fee	3 or more outstanding fines. \$100.00 boot fee	6 or more citations within 12 months receive a boot notice. \$153.50 boot fee	No Booting
<b>Meter Bagging Fee (Contractors)</b>	\$5.00/day	<b>\$10.00/day</b>	\$20 for first day \$10 for additional days	10.00/day	\$10.00/day	\$2.00/day	N/A	N/A
<b>Courtesy Parking Spot Fee</b>	\$400.00 on Central \$300.00 on other streets	<b>Courtesy Parking Program to sunset in 2027</b>	No Courtesy Parking	No Courtesy Parking	No Courtesy Parking	No Courtesy Parking	N/A	Available in surface lots
<b>Pedlet Fee</b>	\$400.00/space/year Same fee as "Courtesy Parking Spot" below	<b>\$500/space/year*</b>	No Pedlet Program	No Pedlet Program	No Pedlet Program	No Pedlet Program	No Pedlet Program	No Pedlet Program
<b>Late Fee</b>	\$10.00 after 30 days	\$10.00 after 30 days	\$25.00 12 days to appeal or pay	No late fee	\$5.00 after 30 days	No late fees 72 hours then sent to collections		No late fee 30 days then sent to collections
<b>Handicap Zone Violation Fee</b>	\$100.00	\$100.00	\$100.00	1st - \$150.00 2nd - \$300.00 3rd - \$500.00	\$100.00	\$100.00	\$103.50	\$150.00
<b>On-street Meters Rates</b>	1.00/hour 2 hour maximum	<b>\$1.50/hour on Central Ave</b> <b>\$1.00/hour on all other streets</b>	1st Hr. - \$1.50 2nd Hr. - \$1.50 (\$3.00 total) 3rd Hr. - \$3.00 (\$6 total) 4th Hr. - \$3.50 (\$9.50 total) 4-hour maximum	1st Hr. - \$1.00 2nd Hr. - \$1.00 (\$2.00 total) 3rd Hr. - \$1.50 (\$3.50 total) 4th Hr. - \$2.00 (\$5.50 total) No maximum (\$18.50 cap)	15 minutes free \$1.00/hour Capped at \$8.00/day No maximum	.50/hour	None 2-hour maximum	None 2-hour maximum
<b>Garage Parking Rates</b>	.50/hour Capped at \$5.00/day	.50/hour Capped at \$5.00/day <b>(In the future will propose free for the first 2 hours; after \$1.50 for each subsequent hour)</b>	\$1.25/hour Capped at \$15.00/day	First hour free \$1.00 per hour after Capped at \$15.00/day	\$1.00/hour Capped at \$8.00/day	No garages and lot permits are all sold out	Free first 2 hours \$1.00/hour after \$12.00/6 hour \$23.50 fine for nonpayment	\$1.00/ hour Capped at \$12.00/day
<b>City Department Where Parking Program is Administered</b>	Planning and Community Development	Planning and Community Development	Parking Department - Managed by the Assistant City Administrator	Parking Commission Separate Dept. within City but self-financed. Governed by Board of Directors	Transportation Systems Department - 100% City Employees	Police Department	Neighborhood Services/Code Compliance Department	Community Enrichment Department - Parking, Weeds - Will be going to Police Department soon

\*Introduce a 365 day reset period for fine escalations

\*Cost of meter is \$8.00/day

\*12 months x 20 days = 240 days  
120 x \$8.00 per day = \$1920.00

\*6 months x 20 days = 120 days  
120 x \$8.00 per day = \$960.00

## City of Great Falls Parking Fund FY 2025 Actuals, FY 2026 Budget w/ Revenue Changes, FY 2027 Projected Budget

	FY 2025 Actuals	FY 2026 Budget w/ Revenue Changes	FY 2027 Projected Budget **
<b>Revenues*</b>			
<b>Licenses &amp; Permits</b>			
Delivery Permits	\$1,560	\$2,500	\$2,500
Loading Zone Licenses	\$500	\$1,000	\$1,000
<b>Total License &amp; Permits</b>	<b>\$2,060</b>	<b>\$3,500</b>	<b>\$3,500</b>
<b>Charges for Services</b>			
Off-Street Lots Leases	\$59,360	\$60,000	\$60,000
On-Street Parking Meters	\$275,276	\$321,600	\$364,800
Off-Street Lots Transient	\$8,277	\$9,000	\$9,000
Daily North Garage	\$12,882	\$12,000	\$12,000
Daily South Garage	\$1,602	\$1,500	\$1,500
Parking Boot Fees	\$900	\$3,240	\$3,240
PG Convenience Fee	\$3,815	\$3,500	\$3,500
North Garage	\$147,178	\$122,385	\$122,385
South Garage	\$58,780	\$65,000	\$65,000
<b>Total Charges for services</b>	<b>\$568,069</b>	<b>\$598,225</b>	<b>\$641,425</b>
<b>Fines &amp; Forfeitures</b>			
Parking Fines	\$34,996	\$65,000	\$142,641
<b>Total Fines &amp; forfeitures</b>	<b>\$34,996</b>	<b>\$65,000</b>	<b>\$142,641</b>
<b>Investment Income</b>			
Regular Interest	\$3,013	\$100	\$0
<b>Total Investment income</b>	<b>\$3,013</b>	<b>\$100</b>	<b>\$0</b>
<b>Total Miscellaneous</b>			
Miscellaneous Revenues	\$495	\$625	\$260
Property Damage Restitution	\$0	\$1,000	\$0
<b>Total Miscellaneous</b>	<b>\$495</b>	<b>\$1,625</b>	<b>\$260</b>
<b>Total Revenues</b>	<b>\$608,633</b>	<b>\$668,450</b>	<b>\$787,826</b>
<b>Expenses</b>			
Personal Services	\$86,577	\$110,766	\$116,304
Supplies	\$1,469	\$3,400	\$3,570
Purchased Services	\$565,632	\$553,027	\$580,678
Internal Services	\$94,350	\$89,492	\$93,967
<b>Total Expenses</b>	<b>\$748,028</b>	<b>\$756,685</b>	<b>\$794,519</b>
<b>Total Revenues over (under) Expenses</b>	<b>(\$139,395)</b>	<b>(\$88,235)</b>	<b>(\$6,694)</b>
<b>One Time Improvements</b>			
Technology and Safety Improvements (funded from Downtown TIF)			\$2,500,000

A fiscal year is from July to June. Example: FY 2025 is from July 1, 2024 to June 30, 2025.

\*Revenue projections are based on historical revenues. As technology is implemented and information is available projections will be updated. Current revenue changes became effective March 3, 2026.

\*\*FY 2027 Assumptions: Staffing Assumption: keep Standard Parking staff on a month to month contract. 5% expense increase. Cost savings from technology and safety improvements are not reflected in FY 2027 projections. The FY 2027 Projected Budget is projections that will be used in the development of the FY 2027 Proposed Budget, but will not be the FY 2027 Proposed Budget.