



City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Gibson Room, Civic Center
June 04, 2024
7:00 PM
AMENDED

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

Public participation is welcome in the following ways:

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

Meeting Decorum Statement

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

1. NeighborWorks Week [June 1-8, 2024].

MILITARY UPDATES

2. Miscellaneous Reports and announcements from Montana Air National Guard.

PETITIONS AND COMMUNICATIONS

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

3. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

4. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

5. Miscellaneous reports and announcements from Boards and Commissions.
6. Appointments to the Historic Preservation Advisory Commission.

CITY MANAGER

7. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

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

8. Minutes, May 21, 2024, City Commission Meeting.
9. Total Expenditures of \$2,317,335 for the period of May 9, 2024 through May 22, 2024, to include claims over \$25,000, in the amount of \$1,553,567.
10. Contracts List.
11. Approve the purchase of two new 520 Peterbilt tandem axle cab & chassis trucks with Heil rapid rail thirty-three yard bodies for residential sanitation services from Jackson Group Peterbilt of Missoula, Montana through Sourcewell, for a total of \$859,846.
12. Approve the purchase of one new 548 Peterbilt tandem axle cab & chassis truck with a GS Products Commercial Side Loader for commercial sanitation services from Jackson Group Peterbilt of Missoula, Montana through Sourcewell, for a total of \$329,114.
13. Approve the annual bid award for asphaltic concrete material to Great Falls Sand and Gravel, Inc. in the amount of \$859,600.
14. Award a Professional Services Agreement in the amount \$178,000 to retain TD&H Engineering Inc., for the City of Great Falls Water Treatment Plant Head House and Rapid Mix Vault project, and authorize the City Manager to execute the agreement documents.
15. Award a contract in the amount of \$594,625 to United Materials of Great Falls, Inc., for the 32nd Street South ADA Upgrades, Phase 1, and authorize the City Manager to execute the necessary documents.
16. Award a contract in the amount of \$2,500,817.50 to Capcon Inc. for the Southwest Side Water Main Replacement – Phase 4 project and authorize the City Manager to execute the necessary documents.

17. Set a public hearing for Tourism Business Improvement District (TBID) FY2024 Budget Amendment for June 18, 2024.
18. Set a public hearing on Resolution 10543 , A Budget Amendment Resolution for June 18, 2024.
19. Approve Addendum #3 to the Lease Agreement with Community Early Education Center LLC for a Child Care Service Center located at the Community Recreation Center, 801 2nd Avenue North.

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

PUBLIC HEARINGS

20. Ordinance 3266, to rezone the property addressed as 1525 3rd Street NW from M-2 Mixed-use Transitional to C-2 General Commercial. *Action: Conduct a public hearing and adopt or deny Ord. 3266 and the accompanying Basis of Decision. (Presented by Brock Cherry)*
21. ~~Resolution 10546, Request for A Conditional Use Permit from Annaliza Koczur, Owner of Park View Assisted Living for a “Type II Community Residential Facility” land use upon the property addressed as 2201 11th Street SW. Action: Conduct a public hearing and adopt or deny Res. 10546. (Presented by Brock Cherry)~~ *Application for the CUP Withdrawn by applicant 5/31/24.*

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

22. Ordinance 3267, to assign R-2 Single-family Medium Density Zoning to property addressed as 2617 6th Street NW. *Action: Accept or not accept Ord. 3267 on first reading and set or not set a public hearing on July 2, 2024. (Presented by Brock Cherry)*
23. Resolution 10549, Dedicate portions of 25th Street N and River Drive North as Public Right-of-way, in Accordance with Section 7-3-4446, MCA and approval of the accompanying Certificate of Survey. *Action: Adopt or deny Res. 10549. (Presented by Brock Cherry)*

CITY COMMISSION

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

ADJOURNMENT

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

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

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

PROCLAMATION

WHEREAS, NeighborWorks Week celebrates the way NeighborWorks, network organizations and residents work together to enhance lives; and

WHEREAS, NeighborWorks Week showcases the work of local organizations empowering people to act so they can achieve their goals for a safer, more secure housing and healthier, thriving communities; and

WHEREAS, NeighborWorks Week was initiated in 1983 by a United States congressional resolution cosponsored by more than 240 members of Congress and signed by President Reagan; and

WHEREAS, NeighborWorks Week is an annual, national celebration held the first through the second Saturday in June; and

WHEREAS, NeighborWorks Week celebrates neighborhood success, empowerment, pride, and unity among nearly 250 organizations in all 50 states, Washington D.C., and Puerto Rico; and

WHEREAS, NeighborWorks Great Falls, a NeighborWorks organization, has worked in the town of Great Falls for forty-four years.


NOW, THEREFORE, I, CORY REEVES, MAYOR OF THE CITY OF GREAT FALLS, do hereby proclaim June 1-8, 2024 as

NEIGHBORWORKS WEEK

in the City of Great Falls, and urge all citizens to participate in the activities planned by NeighborWorks Great Falls.

IN WITNESS WHEREOF, I have hereto set my hand and caused the Seal of the City to be affixed this 4th day of June, 2024.





 Cory Reeves, Mayor



Commission Meeting Date: June 4, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointments to the Historic Preservation Advisory Commission.

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint two members to the Historic Preservation Advisory Commission.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (appoint/not appoint) Jeanne Price and Megan Sanford to the Historic Preservation Advisory Commission for three-year terms through April 30, 2027."

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

Commission Recommendation: It is recommended that the City Commission appoint Jeanne Price and Megan Sanford to the Historic Preservation Advisory Commission (HPAC) for three-year terms through April 30, 2027.

Background: Mr. Rich Ecke was appointed to the HPAC for a three-year term on May 1, 2018 and has served two full terms. Ms. Ellen Sievert was appointed on February 20, 2018 and has also served two full terms. Advertisement was done in accordance to City policy and applications were received from Mr. David Erdmann, Ms. Jeanne Price and Ms. Megan Sanford.

County appointees Ms. Carol Bronson and Mr. Steven Taylor had terms expiring. Separate advertising through the County was done for their vacancies. Mr. Erdmann also applied with the County for those vacancies.

Purpose

The Historic Preservation Advisory Commission was created to promote the preservation of historic and prehistoric sites, structures, buildings and districts through the identification, evaluation and protection of historic resources within the County and City. This program is intended to promote the public interest and welfare by:

1. Enhancing the visual character of the City and County by encouraging preservation ideals;
2. Promoting the tourist industry of the City and County by encouraging the preservation of historically significant buildings and structures;

3. Fostering public appreciation of and civic pride in the beauty of the community and the accomplishments of the past;
4. Integrating historic preservation into local, State and federal planning and decision-making processes;
5. Safeguarding the heritage of the community by providing a system for identification and evaluation of historic buildings and structures representing significant elements of its history.

Members shall have expertise/qualifications in one (1) or more of the following areas: history, planning, archaeology, architecture, architectural history, historic archaeology, or other history preservation-related disciplines such as cultural geography or cultural anthropology. Ownership of property nominated to the National Register of Historic Places may also qualify a person to serve on this commission.

The HPAC consists of nine members -- four appointed by the City Commission, four appointed by the County Commission and the ninth member with professional architectural expertise chosen by a majority of the eight other members.

Continuing members are:	
Channing Hartelius (City)	5/2/2023 – 4/30/2026
Ken Robison(City)	6/5/2018 – 4/30/2026
Chris Christiaens (County)	4/23/2019 – 4/30/2025
Suzanne Waring (County)	8/22/2017 – 4/30/2025
Ken Sievert (Member appointed)	Permanent
Members terming from Commission:	
Rich Ecke (City)	5/1/2018 – 4/30/2024
Ellen Sievert (City)	2/20/2018 – 4/30/2024
Carol Bronson (County)	4/23/2019 – 4/30/2024
Steven Taylor (County)	4/23/2019 – 4/30/2024
Members appointed by the County Commission on May 21, 2024:	
Dr. Stephanie Erdmann	5/21/2024 – 4/30/2027
Mr. David Erdmann	5/21/2027 – 4/30/2027
Citizens interesting in serving:	
David Erdmann	(also applied with county)
Jeanne Price	
Megan Sanford	

Concurrences:

During a Special meeting on May 11, 2024 the HPAC recommended that the City Commission appoint Ms. Jeanne Price and Ms. Megan Sanford and the County Commission appoint Mr. David Erdmann and Dr. Stephanie Erdmann as the County appointees.

During a County Commission meeting on May 21, 2024 the Commissioners appointed Mr. Erdmann and Dr. Stephanie Erdmann for terms through April 30, 2027.

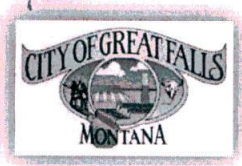
Alternatives:

The City Commission could chose to not appoint either of the applicants and recommend staff advertise for other citizen interest.

Attachments:

Applications

County Agenda materials from 5/21/24 meeting.



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

RECEIVED
APR 25 2024
CITY MANAGER

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

Board/Commission Applying For: Historic Preservation Advisory Commission		Date of Application: April 24, 2024
Name: Megan Sanford		
Home Address: 909 5th Ave South, Great Falls, MT, 59405		Email address: megan.c.sanford@gmail.com
Home Phone:	Work Phone: 406-452-3462	Cell Phone: 406-788-7240
Occupation: Archives Administrator		Employer: The History Museum/Cascade County Historical Society
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: Archives Admin for 10 years now, done research for		
Educational Background: Bachelor's in History from University of Providence, Great Falls - 2012 Public History Certificate from University of Montana - 2023		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Paris Gibson Month Celebration Committee 2021-Present Various Church related activities		
Previous and current public experience (elective or appointive): State Historic Records Advisory Board 2022-2023		
Membership in other community organizations: Sound of the Falls, Women's Barbershop Chorus		

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

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

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

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

Are you a Qualified Elector? Yes No
 (Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?
 I would like to learn more about how the county works to preserve its history and what limitations are a part of that. I think it would also be interesting to learn more about the county through this different avenue.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
 I have been the Archives Administrator for 10 years now and have researched various subjects all pertaining to Cascade County. I have taken many subjects and made them make sense for public consumption and hopefully made them interesting.

Additional comments:

Signature <i>Megan C Sanford</i>	Date: 04/24/2024
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If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

Return this form to:

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

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

Email:
 kartis@greatfallsmt.net



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

RECEIVED
APR 30 2024
CITY MANAGER

Agenda #6.

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

Board/Commission Applying For: Historic Preservation Advisory Commission		Date of Application: 4/30/24
Name: Jeanne Price		
Home Address: 349 Lamplighter Lane Great falls MT 59405		Email address: jonandjeanne@gmail.com
Home Phone: -	Work Phone: -	Cell Phone: 505-699-9817
Occupation: Retired	Employer: -	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: Assisted with the field documentation of over 300 individual Historic Building Inventory surveys in three communities.		
Educational Background: Masters of Architecture, Montana State University • Thesis: Adaptive Reuse project Last Chance Gulch Helena, MT • Architectural History Classes • Historic building documentation		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: • FISH (Great falls food Distribution) • Various church activities • Leadership Santa fe NM		
Previous and current public experience (elective or appointive): • Lamplighter Lane Condo Association, current President • Teton County Planning Board (resigned when I moved to Great falls)		
Membership in other community organizations: • The History Museum		

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, where and when? <i>1978 - 1986</i> <i>Great falls City County Planning Dept / City of Greatfalls Community Development</i>	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve? <i>Not for the city of Great falls or Cascade County</i>	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board? <i>Not for the city of Great falls or Cascade County</i>	
Are you a Qualified Elector? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)	
Please describe your interest in serving on this board/commission? <i>I believe it is important to recognize and preserve the history of our buildings, neighborhoods and other cultural resources. I see the value in incorporating the past to enrich the lives of our citizens of our communities as well as to encourage the economic stability of these communities.</i>	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? <i>32 year career in city planning and public policy: development review, zoning, affordable housing, general plans and ordinance development including, but not limited to, historic preservation and general design standards.</i>	
Additional comments: <i>My grandfather had a goldsmith business in Great falls (1916-1945) and I grew up participating in various activities in Great falls. I enjoy visiting historic sites and learning about them and the people associated with them.</i>	
Signature <i>Jeanne Price</i>	Date: <i>4/30/24</i>

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

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

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

Board/Commission Applying For: <i>Historic Preservation</i>		Date of Application: <i>4/12/2024</i>
Name: <i>David Erdmann</i>		
Home Address: <i>1127 4th Avenue N.</i>		Email address: <i>daveerdmann@ymail.com</i>
Home Phone: <i>715-851-2292</i>	Work Phone:	Cell Phone: <i>715-851-2292</i>
Occupation: <i>retired/physical therapist</i>		Employer: <i>PRN status</i>
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: <i>of the eleven homes i've owned, all of them would be considered historic. All of them we updated to bring back to their original glory, emphasizing the architecture of the past, yet updating to today's modern standards</i>		
Educational Background: <i>Bachelors - physical therapy Home improvement do-it-yourselfer</i>		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: <i>President - Chamber of Commerce - Shawano, WI 1999 Shawano Hockey League Board member - Shawano, WI 2007-2004</i>		
Previous and current public experience (elective or appointive): <i>Recipient - Nature's Friend Award - Shawano, WI</i>		
Membership in other community organizations: <i>Trout Unlimited</i>		

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

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

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

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

Are you a Qualified Elector? Yes No
(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?
I've always had an interest in historic preservation and architecture, possibly because of the years spent preserving my own homes. The opportunity to help make decisions on preservation-related issues in Great Falls would be a rewarding experience.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
As a healthcare professional over 35 years, I bring transferable skills to the committee with systems-thinking on complex issues to solve problems. I really enjoy working with others who have goals to achieve.

Additional comments:
Overall, I'm a layperson with some knowledge, experience and judgment who has an interest in historic preservation wanting to give to my community of Great Falls.

Signature


Date:
4/12/2024

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

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

May 21, 2024

Agenda Action Report prepared for the Cascade County Commission

ITEM: Historic Preservation Advisory Commission

PRESENTED BY: Commission

<u>Applicants</u>	<u>Vacancy (2)</u>	<u>Term Expiration</u>
David Erdmann	_____	April 30, 2027
Stephanie Erdmann	_____	April 30, 2027

Background:

The Great Falls/Cascade County Historic Preservation Advisory Commission provides a leadership role in the preservation of cultural, historic, and prehistoric sites, structures, buildings and districts within the City and County. The Historic Preservation Program promotes the preservation of historic and prehistoric sites, structures, buildings, and districts through the identification, evaluation and protection of historic resources within the jurisdiction of Cascade County and the City of Great Falls. The HPAC Board consists of four members appointed by the Board of County Commissioners, four appointed by City commission and one who has professional architectural expertise as appointed by the commission by a majority vote. Members shall have expertise/qualifications in one or more of the following areas: history, planning, archaeology, architecture, architectural history or other preservation –related discipline such as cultural geography or cultural anthropology. Ownership of property listed in the National Register of Historic places may also qualify a person to serve on this commission. The HPAC meets at noon on the second Wednesday of each month in the Civic Center.

The Historic Preservation Advisory Commission held a special meeting on May 11, 2024.

The HPAC voted to recommend appointments as follows:

- County: Stephanie Erdmann and David Erdmann
- City: Jeanne Price and Megan Sanford



CASCADE COUNTY BOARD APPLICATION

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 4/12/2024

NAME David Erdmann

TELEPHONE (Home) _____ (Work) _____ (Cell) ⁷¹⁵⁻⁸⁵¹ 2292 (E-Mail) daveerdmann@ymail.com

CURRENT ADDRESS 1127 4th Ave N, Great Falls, MT 59401

Previous Public Experience (Elected or Appointed) none

Previous Volunteering or County Boards none in MT

Current Volunteering or County Boards none - looking to get involved in preserving the unique MT history

Current Employer PRN status as a physical therapist

Education Bachelors in physical therapy

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> 3 Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input checked="" type="checkbox"/> 2 Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> Fire District Area | <input checked="" type="checkbox"/> 1 Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other | |

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)

Over the years my wife and I have renovated over 10 homes, all of them with historical and architectural interests. I enjoy preserving them and ensuring they will be around for my grandkids and their kids to enjoy.



CASCADE COUNTY BOARD APPLICATION

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(Please Print or Type) _____ Date 4/12/2024

NAME Stephanie Erdmann

TELEPHONE (Home) _____ (Work) _____ (Cell) ⁷¹⁵⁻⁸⁵¹ 0471 (E-Mail) stepherdmann@yahoo.com

CURRENT ADDRESS 1127 4th Ave N., Great Falls, MT 59401

Previous Public Experience (Elected or Appointed) _____
None in MT

Previous Volunteering or County Boards _____
None in MT

Current Volunteering or County Boards _____
Chamber of Commerce, GFDA, United Way subcommittee

Current Employer Great Falls College, MSU

Education bachelors, masters, and doctorate

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

- | | | |
|---|--|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> Fire District Area | <input checked="" type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other | |

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)

I am a layperson with a passion for old homes, historic buildings, and unique architecture we just don't capture readily in our modern buildings. I'd like to be a part of preserving their history for generations to come.

JOURNAL OF COMMISSION PROCEEDINGS
May 21, 2024

Regular City Commission Meeting

Mayor Reeves presiding
 Gibson Room 212

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Cory Reeves, Joe McKenney, Rick Tryon, and Shannon Wilson. Commissioner Susan Wolff was excused. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Public Works Director Chris Gaub; Planning and Community Development Deputy Director Lonnie Hill; Finance Director Melissa Kinzler; City Attorney David Dennis; Police Chief Jeff Newton; and City Clerk Lisa Kunz.

AGENDA APPROVAL: There were no proposed changes to the agenda by the City Manager or City Commission. The Agenda was approved as presented.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

1.

PROCLAMATIONS

National Public Works Week [May 19-25, 2024].

Public Works Director Chris Gaub presented the following awards:

- Orion McKinney [Central Garage] Public Works Challenge Coin
- Eric Boyd [Street & Traffic] and Orion McKinney [Central Garage] Team Event of the Year – Operation Tumbleweed
- Street & Traffic - Division of the Year
- James Hewitt [Engineering] – Employee of the Year

COMMUNITY INITIATIVES

2. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM CITY COUNTY HEALTH DEPARTMENT.**

None.

3.

PETITIONS AND COMMUNICATIONS

Jeni Dodd, City resident, read a prepared statement pertaining to a kayak rental kiosk in a City park alleging lack of transparency and crony capitalism.

Jolene Schalper, Great Falls Development Alliance (GFDA), announced that GFDA entered into a Memorandum of Understanding with Lethbridge Economic Development for the purpose of

JOURNAL OF COMMISSION PROCEEDINGS
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strengthening, growing, and diversifying food, agriculture, bioprocessing, and the energy sectors across their regions.

NEIGHBORHOOD COUNCILS

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

CITY MANAGER

6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon made the following announcements:

- Brandon Skogen was selected as the 2024 911 Dispatcher of the Year by the Department of Health and Human Services EMS and Trauma System. He will be recognized tomorrow in the Capitol Rotunda. Brandon has worked at the 911 Center for 19-years.
- Twelve cats and six dogs were adopted during the Animal Shelter's Empty the Shelter event that was in collaboration with the Bissell Pet Foundation.
- The new EMS Performance Contract between Great Falls Fire Rescue and Great Falls Emergency Services went into effect this morning at 12:01 a.m.
- The City recently discontinued lift assists at nursing facilities as another means to manage the workload for Great Falls Fire Rescue.
- The police awards ceremony was held last Friday. He thanked civilian staff at the Great Falls Police Department, the Animal Control Officers, Dispatchers, and Office and Administration for their hard work and dedication.
- He also thanked the Public Works Department as unsung heroes of services that people take for granted including the streets that they maintain, the water that they treat, trash that is hauled away, the sewage that is treated, the City's infrastructure they design, and the City fleets that they maintain for all the departments.

CONSENT AGENDA.

7. Minutes, May 7, 2024, Special City Commission Meeting.
8. Minutes, May 7, 2024, City Commission Meeting.
9. Total Expenditures of \$5,037,244 for the period of April 18, 2024 through May 8, 2024, to include claims over \$25,000, in the amount of \$3,946,918.

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10. Contracts List.
11. Approve final payment for the Wastewater Treatment Plant Clarifier Rehabilitation project, totaling \$108,887; which includes \$107,798.13 allocated to Sletten Construction Company and \$1,088.87 to the State Miscellaneous Tax Fund and authorize the City Manager to execute these payments.
OF 1731.3
12. Approve the 2024 Memorandum of Agreement for the Great Falls Metropolitan Transportation Planning Process.
13. Approve the cancellation of City of Great Falls checks that remain outstanding and unpaid for a period of one (1) year or longer as authorized by section 7-6-4303 MCA.

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

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 4-0.

PUBLIC HEARINGS

14. **RESOLUTION 10547, A REQUEST FROM ELMORE ROBERTS COMMUNITY PARTNERS, LP TO USE DOWNTOWN URBAN RENEWAL DISTRICT TAX INCREMENT FINANCING (TIF) FUNDS IN THE AMOUNT OF \$430,000 FOR THE REHABILITATION OF ROBERTS BUILDING LOCATED AT 6 6TH STREET SOUTH.**

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

Planning and Community Development Deputy Director Lonnie Hill reported that Elmore Community Partners, LP is purchasing a contributing building within the Central Business Historic District located at 6 6th Street South. The building was originally constructed in 1917 and known as the Roberts Building. It currently contains 60 housing units serving households at an area median income (AMI) of 50% or less.

According to the narrative submitted by the applicant, the Community Preservation Partners (CPP) plan to preserve its historic novelty, extend the affordability, and positively impact the residents and community of Great Falls as a whole.

The proposed financing leverages Low Income Housing Tax Credits, Historic Tax Credits, a Montana Healthcare Foundation permanent loan, Coal Trust Funds, and TIF funds, along with the conversion of the two Mod-Rehab contracts to a new 20 Year Housing Assistance Program (HAP) contract. The applicant states, the combination of financing efforts and subsidies will ensure affordability for residents for the next 50 years.

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The applicant is proposing rehabilitation of this historic building including preservation of the brick façade, installation of historically compatible windows as required by the State Historic Preservation Office (SHPO) as a condition of Historic Preservation Tax Credits, and preservation of an existing elevator. In addition, Elmore Roberts Community Partners, LP are proposing enhancement of environmental safety features, creation of three additional ADA living units, and installation of an upgraded fire alarm system. The project is expected to begin this summer and be completed by the end of 2024.

The total cost of the proposed renovations is \$5,681,620.38. The applicant has chosen to apply for TIF funding through the approval of City Commission due to the aggregate amount requested exceeding the \$130,000 limit of the Downtown TIF Program awards reviewed and approved administratively by City planning staff.

The request of \$430,000 in TIF funds represents approximately 7.5% of the total cost of the \$5.6 million rehabilitation project. When considering requests above the aggregate amount, it is important to consider whether this request presents a special or unique opportunity. With a recommendation of approval from the Downtown Development Partnership (DDP), staff views the applicant's request as a special opportunity that will significantly contribute to the Central Business Historic District. Because rehabilitation of this building increases the longevity and ensures housing for 60 family units while also providing ground-floor commercial opportunities, staff recommends that the Commission consider this project a unique opportunity.

Included with the agenda report was a fund balance for the TIF District, a Downtown TIF cash flow analysis showing what is available in increment, as well as projects that are committed to, and the remaining balance. The cash flow analysis is to show the impact of this request to the Downtown TIF fund. That cash flow shows that there is capacity for the request.

City staff has assessed the request in relation to the goals and objectives of the Downtown Urban Renewal Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds in the amount of up to \$430,000 is warranted for the purpose of paying for the proposed project which will further support economic development in the District.

Staff finds the request eligible; however, the City Commission reserves the right and discretion to approve grants in excess of the aggregate limits of \$130,000.

Keith Nelson, Director of Construction for NeighborWorks Great Falls, representing the applicant, reported that NeighborWorks is the non-profit partner in this project. Preserving affordable housing is a challenge. Many of these bigger buildings are being purchased and turned into market rate housing. Approval of this request will ensure for many years to come that the project stays affordable with the use of tax credits from the Montana Board of Housing. The renovation will provide updated safety and security, as well as modernize the building. It also revitalizes an historical building in the City's downtown district. Many layers of financing are involved in this project. It takes them all to make it work. One missing piece and it all falls apart.

The owner emphasized that the rents will not be going up. The owner is not asking for any tax exemption. They will be paying the full taxes in order for the TIF fund to continue.

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Mr. Nelson expressed appreciation to the DDP for its support, and urged the Commission's approval of this important project to restore this historical building and keep providing affordable housing into the future for the residents.

Mayor Reeves asked if the Commissioners had any questions of staff.

Commissioner Wilson inquired the public improvements included in the project.

Deputy Director Hill responded that all items included in the application could be TIF eligible, and includes things such as three new ADA units and fire alarms. The amount of \$430,000 was the requested amount because they identified a gap of that amount in their funding.

Commissioner Tryon received clarification that this TIF request is the last piece of the funding the applicant is trying to identify.

Commissioner Tryon asked for explanation of the conversion of the two Mod-Rehab contracts to a new 20 Year Housing Assistance Program (HAP) contract.

Deputy Director Hill responded that the MOD-Rehab process is a way to fund the gap difference between what the low-income residents are able to pay and the market rate. Basically, the business is able to get that funding gap paid for by grants or subsidies that was converted to a new housing assistance program loan that goes forward for 20 years.

Commissioner Tryon requested confirmation that this project is not going to be another non-profit venture at some point, or have a reduced tax value, that is being rehabilitated with TIF funds.

Keith Nelson, Director of Construction for NeighborWorks Great Falls, commented that it is not the intent that the company will turn into a non-profit business and ask for a tax exemption.

Mayor Reeves asked if there were any comments from the public in support of Resolution 10547.

Kellie Pierce, Downtown Development Partnership (DDP), commented that all TIF requests come through the DDP for review prior to being submitted to the Commission. The applicant attended the April 24, 2024 DDP meeting and clarified that all property taxes would be paid, and they would continue to pay into the TIF District. It is going to be a great rehab of a building that is in dire need of some consideration and will benefit the downtown area.

Jolene Schalper, Great Falls Development Alliance (GFDA), commented that housing is in great demand in this community as multiple studies and professional assessments have shown. It is very challenging to get low-income housing built, especially in these times. She noted that 12 years ago there were 80 kids under the age of 12 that lived in the Elmore Roberts Apartments. She urged the Commission's support by aiding them in 7.5% of their project.

Mayor Reeves asked if there were any comments from the public in opposition to Resolution 10547.

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Jeni Dodd, City resident, read from a prepared statement expressing concern that TIF funds are to be used in blighted areas to effect an overall public benefit. She opined this project merely benefits one property owner and his business interests. She concluded TIF monies do not go to the general fund so TIF Districts force the rest of the taxpayers to pick up the costs of public safety.

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

Commissioner Wilson moved, seconded by Commissioner McKenney, that the City Commission adopt Resolution 10547 to allow the use of up to \$430,000 in Downtown Urban Renewal District Tax Increment Financing (TIF) funds and approve the accompanying Development Agreement for the rehabilitation of the Roberts Building located at 6 6th Street South.

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

Commissioner Tryon commented that the TIF money benefits the community as a whole. In 2021, the State Legislature passed SB 388 that amended state law to include workforce housing within the infrastructure types that are appropriate for TIF funding. Based on staff's analysis, need for housing and low-income housing, he is going to vote in favor, even though it may be the largest TIF request approved by the Commission.

Commissioner McKenney inquired if, after a period of time, the rents could go to market rates.

Deputy Director Hill clarified that the Housing Assistance Program is rolled forward for another 20-years and, therefore, the lower rents will be perpetuated for another 20-years.

Commissioner McKenney commented that the owner is going to pay for hotels for the residents for a period of three days while the units are being renovated. He intends to vote for this, as it is a strong asset for the community and Great Falls.

Commissioner Wilson added that, although it is currently housing for low-income residents and workforce, the building needs to be kept serviceable, updated, rehabilitated, and kept in the system.

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

Motion carried 4-0.

OLD BUSINESS

NEW BUSINESS

15. CONSULTANT CONTRACT – GROWTH POLICY UPDATE.

Planning and Community Development Deputy Director Lonnie Hill reported that on December 22, 2023, a Request for Proposals (RFP) was issued to seek proposals from qualified consultant teams for a complete update to the Growth Policy of the City of Great Falls.

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Six (6) proposals were received from Burian & Associates, Cushing Terrell, ECONorthwest, Houseal Lavigne, SJC Alliance, and Orion Planning & Design.

The Consultant Selection Committee was made of representatives from multiple City Departments:

- Brock Cherry (PCD Director), Lonnie Hill (PCD Deputy Director), Andrew Finch (Senior Planning & Co-Project Manager)
- Chris Gaub (PW Director), Jesse Patton (City Engineer)
- Melissa Kinzler (Finance Director) Kirsten Wavra (Finance Deputy Director)
- and Brian Patrick (GFPS Business Services Director)

The Consultant Selection Committee evaluated and scored the proposals and subsequently interviewed the top three entities: Orion Planning & Design, Cushing Terrell, and ECONorthwest.

After a competitive interview process, the Consultant Selection Committee unanimously recommended Orion Planning & Design as the consultant for the Growth Policy Update.

The Growth Policy Selection Committee's recommendation is based on Orion Planning & Design's past work in similar communities both in and outside of Montana, their intimate knowledge of the newly adopted SB 382 '*Montana Land Use Planning Act*,' and their demonstrated ability to complete the requested work on time.

The City of Great Falls has allocated \$300,000 for the Growth Policy Update, which will be used to hire a consultant. In addition, Planning & Community Development will receive \$30,000 from the Montana Community Reinvestment Plan Act. Great Falls Public Schools has provided \$50,000 to go towards the Growth Policy. Thus, \$380,000 is currently allocated for the Growth Policy Update.

After multiple rounds of extensive negotiations, City Staff and Orion Planning & Design have come to an agreement on a proposed sum of \$371,184. City Staff has ensured that the Growth Policy Update will not only comply with state requirements but will also offer additional valuable services to include:

- Evaluating existing school district boundaries, conducting a thorough review of Great Falls Public Schools (GFPS) administration and growth projections, and determining future land acquisition needs as part of the existing conditions/issues/opportunities framework.
- Conducting a comprehensive market assessment that focuses on future growth trends, housing, and market sectors. It will also analyze the financial/administrative impact on service delivery, cost of development, and infrastructure decision-making (specifically schools).

The Growth Policy Selection Committee unanimously recommends Orion Planning & Design as the consultant for the Growth Policy Update.

Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission approve the Professional Services Agreement with Orion Planning & Design in the amount of \$371,184 for services pertaining to the Growth Policy Update.

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

Jeni Dodd, City resident, commented that is a lot of taxpayer money just to update the Growth Policy. She inquired how many Great Falls Police Officers that same amount of money would fund.

There being no one further to address the Commission, Mayor Reeves asked if there was any discussion amongst the Commissioners.

Commissioner Tryon received clarification the City's allocation of \$300,000 is not coming out of the general fund; that it is from CARES money.

Commissioner Tryon inquired if the agreement was subject to change orders.

Deputy Director Hill commented that when the Growth Policy Update is presented to the Commission for adoption a year and a half from now, City staff could say this has been the greatest public outreach effort that has ever been made by the City of Great Falls. To negotiate the proposal amount down, City staff proposed to do certain outreach, such as what is set forth in the next agenda item, and will engage in a lot of the public outreach efforts. They also negotiated down travel fees for site visits. It may be anticipated, for example, through public outreach that a neighborhood plan or overlay district might be a good idea for a certain section of town. The Commission may take such an initiative after the Growth Policy is updated, since it was not specifically set forth in the scope of work in the contract.

Commissioner Tryon inquired about the remaining surplus amount of approximately \$8,000 and requested that staff be meticulous in keeping track of where the money goes.

Deputy Director Hill clarified that Planning and Community Development is also partnering with Public Works on a concurrent plan with the resiliency study.

Commissioner Wilson commented she came before the Commission a year ago about a particular project and ultimately was angry about the Growth Policy not being updated for 10 years. It is shocking to see how much it is going to cost, but the plan is extensive and staff did a great job vetting the proposals.

Commissioner McKenney inquired first initial steps.

Deputy Director Hill commented that the first step is approval of the contract, and formalizing the Steering Committee. The public outreach process will begin with working on focus groups. The consultant's first step will be to come to town to get a baseline of information, and begin analyzing data and prior adopted plans.

Commissioner McKenney further received clarification that state statute sets forth that each city is required to update its growth policy every 10 years, with a five-year review. The final product is anticipated to be before the City Commission by Christmas of 2025.

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

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Motion carried 4-0.

16. GROWTH POLICY UPDATE STEERING COMMITTEE.

Planning and Community Development Deputy Director Lonnie Hill reported that the Growth Policy Steering Committee's objective is to ensure the involvement of a diverse range of groups, entities, disciplines, and citizens throughout the Growth Policy process.

Members will provide input and feedback at each stage of the planning process, including the preliminary plan vision and goals, guiding principles, base concepts, development, strategies, element policies, priority actions, implementation strategies, and recommendations.

The City began accepting applications for the Growth Policy Steering Committee on March 26, 2024 and closed the application process at 5 PM on April 12, 2024.

The City received 58 applications from community members interested in serving on the Growth Policy Steering Committee.

To determine membership in a fair way, the Mayor and each City Commissioner provided up to five recommendations for each Growth Policy "interest area," ranked in order of preference. Staff then assigned a numerical value to each recommendation (the #1 preferred applicant received 5 points, #2 received 4 points, #3 received 3 points, and so on).

This selection method resulted in the proposed candidates being recommended to the Growth Policy Steering Committee:

1. Rick Tryon, City Commissioner (selected by requested group)
2. Heather Hoyer, GFPS Superintendent (selected by requested group)
3. Brett Doney, GFDA CEO (selected by requested group)
4. TBD, Malmstrom Air Force Base Representative (selected by requested group)
5. Katie Hanning – Housing & Development
6. Kris Cron – Business & Industry #1
7. Michael Hallahan – Business & Industry #2
8. Brian Kaufman – Business & Industry #3
9. Tom Heisler – Agriculture & Environment
10. Abigail Hill – Public Health & Medical
11. Dr. Stephanie Erdmann – Higher Education & Adult Training
12. Spencer Woith – GF Citizen Interests #1
13. Carol Bronson – GF Citizen Interests #2
14. Wayne Klind – GF Citizen Interests #3

Commissioner McKenney moved, seconded by Commissioner Wilson, that the City Commission approve the recommended appointments herein to the City of Great Falls Growth Policy Update Steering Committee.

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

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Jeni Dodd, City resident, commented this is the most absurd item on the agenda. She read from a prepared statement indicating this committee is far from inclusive, that there should have been representation of young families working multiple service industry jobs and seniors on fixed incomes.

Josh Butterfly, Prayer Warriors Tribal Council, commented that the council is fighting for the census fraud that took place at the Department of Corrections and Cascade County Detention Center in 2011 and 2020. He provided a handout with a QR code about elder abuse in Great Falls.

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

Commissioner Wilson commented that she reviewed every application. The selection process was fair.

Commissioner McKenney commented that he is comfortable with the final selection. At least eight of the 14 names are from the private sector. Many of those names are the type of folks that will be implementing the Growth Policy.

Commissioner Tryon commented that the people he knows on the proposed steering committee are average, hardworking people with a stake in the community. There was a fair process of picking from people that applied. He also noted that the steering committee is advisory and will not be making final decisions on the Growth Policy.

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

Motion carried 4-0.

ORDINANCES/RESOLUTIONS

CITY COMMISSION

17. APPOINTMENTS, GREAT FALLS CITIZEN'S COUNCIL.

Commissioner McKenney moved, seconded by Commissioner Wilson, that the City Commission appoint Commissioner Tryon and Mayor Reeves to serve on the Great Falls Citizen's Council, also known as Council of Councils, for the May 28, 2024 meeting.

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

Motion carried 4-0.

18. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Wilson announced Memorial Day Ceremonies on May 27th at the Montana Veterans Memorial and Highland Cemetery. American Legion Post 3 will put the flags up on Central Avenue for Memorial Day, Flag Day, July 4th and Veterans Day.

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19. COMMISSION INITIATIVES.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of May 21, 2024, at 8:26 p.m.**

Motion carried 5-0.

Mayor Cory Reeves

City Clerk Lisa Kunz

Minutes Approved: June 4, 2024

DRAFT



Commission Meeting Date: June 4, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT
<https://greatfallsmt.net/finance/checkregister>

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

ACCOUNTS PAYABLE CHECKS FROM NEW WORLD	05/09/2024 - 05/22/2024	734,833.05
ACCOUNTS PAYABLE CHECKS FROM MUNIS	05/09/2024 - 05/22/2024	1,569,157.16
MUNICIPAL COURT CHECKS	05/09/2024 - 05/22/2024	
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	05/09/2024 - 05/22/2024	13,344.60
TOTAL: \$		<u><u>2,317,334.81</u></u>

GENERAL FUND

SPECIAL REVENUE FUNDS

COVID RECOVERY

JAMES TALCOTT CONSTRUCTION INC. ARPA FIRE STATION INFRASTRUCTURE 244,540.63

PLANNING & COMMUNITY DEVELOPMENT

GREAT FALLS TRANSIT DISTRICT UPWP PASSTHRU TO GF TRANSIT DISTRICT 84,716.48

FEDERAL BLOCK GRANTS

GREAT FALLS HOUSING AUTHORITY CDBG 24 AMANA FURNACES LOW INCOME 59,947.00

DEBT SERVICE FUNDS

CAPITAL PROJECT FUNDS

ENTERPRISE FUNDS

SEWER

TD&H ENGINEERING LIFT STATION #1 REPAIRS & SUP FM/PMT27 59,511.14

SANITATION

ENTERPRISE SALES SANITATION CONTAINER 1.5,2,3,4,6,8 & 30 YD 57,814.00

PARKING

STANDARD PARKING CORPORATION	PARKING CONTRACT APRIL 2024	32,656.56
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INTERNAL SERVICE FUNDS

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	UNLEADED 121929 GAL DIESEL 152332 GAL	26,565.58
72 HOUR LLC	2023 POLICE INTERCEPTOR HYBRID UNIT#8	48,796.84
72 HOUR LLC	2023 POLICE INTERCEPTOR HYBRID UNIT#7	48,796.84
72 HOUR LLC	2023 POLICE INTERCEPTOR HYBRID UNIT#16	48,796.84
72 HOUR LLC	2023 POLICE INTERCEPTOR HYBRID UNIT#59	48,796.84
72 HOUR LLC	2023 POLICE INTERCEPTOR HYBRID UNIT#5	48,796.84
72 HOUR LLC	2023 POLICE INTERCEPTOR HYBRID UNIT#15	48,796.84
HOVEN EQUIPMENT COMPANY	BOBCAT UW56 TOOLCAT UNIT #814	66,710.03

TRUST AND AGENCY FUNDS

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	40,012.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	56,459.58
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	72,678.95
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	149,600.63
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	
US BANK	FEDERAL TAXES, FICA & MEDICARE	233,864.56
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	50,376.56
LIUNA NATIONAL PENSION FUND	EMPLOYEE & EMPLOYER CONTRIBUTIONS	25,331.95

UTILITY BILLS

CLAIMS OVER \$25,000 TOTAL:		\$ <u>1,553,566.69</u>
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**CITY OF GREAT FALLS, MONTANA
COMMUNICATION TO THE CITY COMMISSION**

DATE: June 4, 2024

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

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

MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Park & Recreation	Calumet Montana Refining, LLC	06/04/2024	N/A	Easement Agreement for a portion of River’s Edge Trail, more particularly described as: A tract of land within Certificate of Survey No. 2237 and Tract 3 of Certificate of Survey No. 1552 in U.S. Government Lot 2, Section 1, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana (replaces prior 1998 25-year easement)

B	Great Falls Police Department	M&M Real Estate, LLC	05/01/2024 – 04/30/2029	\$549.10/mo	Amendment and Extension to Parking Space Lease Agreement for 34 parking spaces rented to DPHHS (Lots 1 and 2, Block 12, Broadwater Bay Business Park Addition) [CR: 041619.9F; 052014.4C]
C	Human Resources	Public Sector Personnel Consultants, Inc.	06/04/2024	\$40,000	Professional Services Agreement for base pay and compensation survey and competitiveness analysis for union and non-union classifications; salary range recommendations; fiscal impact estimates and multiple implementation scenarios; updated compensation plan and one year of compensation plan implementation support for all included employees in all job classifications



Commission Meeting Date: May 21, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Two Residential Automated Side Loaders
From: Doug Alm, Vehicle Maintenance Manager
Initiated By: Public Works Department
Presented By: Christoff T. Gaub, Public Works Director
Action Requested: Approve Purchase

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of two new 520 Peterbilt tandem axle cab & chassis with a Heil rapid rail thirty-three yard body from Jackson Group Peterbilt of Missoula, Montana through Sourcewell, for a total of \$859,846.00.”

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

Staff Recommendation: Staff recommends the City Commission approve the purchase of two new 520 Peterbilt tandem axle cab & chassis with a Heil rapid rail thirty-three yard body from Jackson Group Peterbilt of Missoula, Montana through Sourcewell, for a total of \$859,846.00.

Background:

Purpose

These tandem axle cabs & chassis with rapid rail bodies will be used in the Sanitation Division for residential solid waste collection. They will be used for alley and street collections. Side loaders provide a means to reduce labor cost, which is the most significant cost factor in residential solid waste collection.

Evaluation and Selection Process

The recommended purchase and installation will be procured through the City’s membership in Sourcewell, which is a governmental purchasing service cooperative based in Minnesota. The City secures memberships in governmental cooperative purchasing entities under §§ 18-4-124 and 18-4-401 *et seq.*, MCA and those memberships access a wide range of products and services from competitively solicited bids and proposals from various vendors. The City can then work with the contract managers at the purchasing cooperative to verify pricing and ask questions about contract structures and ultimately enter into contracts directly with the contracted vendors through the cooperative purchasing structure.

In this particular case, the City is accessing a Sourcewell contract for two tandem axle cab & chassis with rapid rail refuse packers with Jackson Group Peterbilt of Missoula, Montana.

These new units have many improvements that will make it more effective and efficient than the old units. These include:

- Disc brakes for front and rear axles
- LED lights
- Improved driver and passenger seats
- Antilock brakes
- New MX 11 Engine with fuel saving technology
- Two-year warranty

The new tandem axle cabs & chassis with rapid rail refuse packers will replace unit's #908 and #923, both 2016 Peterbilt 520's with Heil refuse packers. VIN#3BPZLJ0X0GF100211 (15,517 hrs) and 3BPZLJ0X0GF100212 (9,973 hrs). These side load trucks are 8 years old, which is within the 7-10 year life cycle for this type of unit. The older trucks will be used for emergency backup trucks until they are no longer serviceable.

Conclusion

The bid specifications from Sourcewell meet the City's current specifications for a tandem axle cab & chassis with a side loader refuse packer.

Fiscal Impact: Funds for this scheduled purchase from the ERS (Equipment Revolving Schedule) will be provided in the FY 2024-25 Central Garage Budget.

The new units cost \$429,973 each, which is a 74.0% increase in price from 2016, due to the inflation and supply chain issues.

Alternatives: The City Commission could vote to reject the purchase of these new tandem axle cabs & chassis with a rapid rail refuse packers. Rejecting this purchase would have a significant negative effect on the City's ability to service commercial sanitation customers in a timely manner. Increasing residential accounts add extra wear and tear to these resources. Deferring this purchase would lead to extended downtime and increased maintenance costs of the current units and slow the Sanitation Division's ability to perform routine services. Postponing this purchase would also have a negative effect on the division's ERS (Equipment Revolving Schedule), impacting future purchases.

Attachments/Exhibits:

Jackson Group Peterbilt, Inc. – Invoice
Sourcewell Contract #060920 – Peterbilt



MISSOULA PETERBILT, INC.

4867 TECHNOLOGY CT • MISSOULA, MT 59808 • PHONE (800) 332-5750

INVOICE

Sold To: 4654654654
 1005 25th Ave NE
 Great Falls MT 59404
 406-771-1401

Ship To: City of Great Falls
 1005 25th Ave NE
 Great Falls MT 59404

SALESMAN Todd Whitman					DATE	DEAL #
VEHICLE SOLD	YEAR	MAKE	NEW OR USED	STOCK NUMBER	MODEL	ENGINE NO
TRADE IN	2025	Peterbilt	NEW	RL698583	520	MX11
OPTIONAL EQUIPMENT AND ACCESSORIES						
Lien Holder:						
<u>DESCRIPTION</u>						
					Selling Price	\$210,353.00
					Body/Bed	\$213,785.00
					Extended Warranty	
					Federal Excise Tax	EXEMPT
					Sales Tax	
					Tire Tax	
					License & Title	
					Document Fee	
1 Year Body Warranty Add \$5,785.00						
Sourcewell Contract						
Purchaser agrees that this agreement (the "Agreement"), together with the reverse side hereof, is entered into between it and MISSOULA PETERBILT, INC. ("DEALER"), that this Agreement cancels and supersedes any prior agreement between the forgoing parties, that as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR DEALER'S AUTHORIZED REPRESENTATIVE. Purchaser by execution of this agreement, acknowledges that Purchaser has received copy of the agreement, has read and understands the terms and conditions hereof, and has voluntarily entered into the same.						
					Total Cash Price:	\$424,138.00
					Deposit	
					Down Payment	
					Trade In	
					Less Payoff	
					Total Trade Equity	
					Total Due:	\$424,138.00

Customer Signature _____

Dealer Signature Todd Whitman

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE

*NOVEMBER 2022 REVISION

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 060920

*DEALER TO FILL IN ALL GREY CELLS

JACKSON GROUP PETERBILT	City of Great Falls
	60920

PETERBILT MODEL	520
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CHASSIS #	698583
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CAB & CHASSIS LIST PRICE	\$278,470
SOURCEWELL DISCOUNT %	25.00%
SOURCEWELL DISCOUNT \$	\$69,618
SOURCEWELL CAB & CHASSIS PRICE	\$208,853

PETERBILT MODEL	SOURCEWELL DISCOUNT
220/220EV	5.00%

TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES	\$1,500
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MEDIUM-DUTY 535 - 536 - 537 - 548	15.00%
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BODY PRICE (IF APPLICABLE)	\$213,785
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HEAVY-DUTY 365 - 367 - 520 - 520EV - 567 - 579 - 579EV - 389	25.00%
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TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES	\$424,138
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1 Year additional Body Warranty add \$5,785.00



Solicitation Number: RFP #060920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Peterbilt Motors Company, 1700 Woodbrook Street, Denton, TX 76205 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor's Dealer will perform a Pre-Delivery Inspection (PDI) which is included in the price of the vehicle. Any issues with the Equipment or Products will be addressed at PDI and corrected through the Vendor warranty process.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor's Dealer, referencing Vendor's contract number. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor's Dealer will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcwell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn:

Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcwell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

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

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

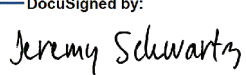
J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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

Sourcewell
DocuSigned by:
By: 
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 7/30/2020 | 3:01 PM CDT

Peterbilt Motors Company
DocuSigned by:
By: 
CFFDD7DEA5F948D...
Joe Curran
Title: National Fleet Sales Manager
Date: 7/30/2020 | 3:21 PM CDT

Approved:
DocuSigned by:
By: 
7E42B8F817A64CC...
Chad Coquette

Title: Executive Director/CEO

Date: 7/30/2020 | 3:24 PM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Peterbilt Motors Company
Address: 1700 Woodbrook St
Denton, Texas 76205
Contact: Joe Curran
Email: joe.curran@paccar.com
Phone: 615-613-1394
Fax: 615-613-1394
HST#: 91-0351110

Submission Details

Created On: Monday May 04, 2020 08:12:45
Submitted On: Tuesday June 09, 2020 14:02:13
Submitted By: Joe Curran
Email: joe.curran@paccar.com
Transaction #: e7632b47-150f-42d4-8811-8eb9b224a263
Submitter's IP Address: 165.225.0.105

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Peterbilt Motors Company
2	Proposer Address:	1700 Woodbrook Street Denton, Texas 76205
3	Proposer website address:	http://www.peterbilt.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Joe Curran National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 joe.curran@paccar.com (615) 613-1394
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joe Curran National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 joe.curran@paccar.com (615) 613-1394
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mitesh Naik Director of Medium Duty Truck Sales 1700 Woodbrook Street Denton, Texas 76205 (940) 591-4107

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>7</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Peterbilt Motors Company was founded in 1939. For 80+ years Peterbilt has been manufacturing Medium-Duty and Heavy-Duty commercial trucks for the U.S. & Canadian Market. We are proud to be American-owned, headquartered in the great state of Texas. Peterbilt operates manufacturing and parts distribution facilities across the U.S. & Canada and has a large independently owned & operated dealer network consisting of 405 locations and adding on average of 25 locations per year. Our trucks are recognized as the most reliable, durable, and highest quality trucks, well suited for the harshest vocational applications that government/municipal fleets operate in on a daily basis.</p> <p>Peterbilt's core values:</p> <p>1) Purposeful Innovation, 2) Individualized Solutions, 3) Enduring Craftsmanship, and 4) Pride and Class</p> <p>1) Purposeful Innovation – Provide technologically advanced products and services that deliver outstanding performance and value.</p> <p>2) Individualized Solutions – Customize every Peterbilt product to meet the unique business needs of the customer, and support the customer with after-sales programs and services tailored to them.</p> <p>3) Enduring Craftsmanship – Manufacture the industry's most durable and reliable trucks, assembled to the highest quality standards by the industry's proudest employees.</p> <p>4) Pride & Class – Maintain a passion for unrivaled performance, forged out of the heritage of the iconic brand and focused on inspired styling and a premium driver experience.</p> <p>Peterbilt's business philosophy</p> <p>Peterbilt's business philosophy is to produce the highest quality, most durable, reliable trucks on the market that provide our owners with years of dependable and efficient service and therefore the best return on investment.</p> <p>Peterbilt trucks are designed to last longer than any other truck on the market - on purpose! Peterbilt is the most highly desired truck on the used-truck market for a reason; the trucks are still reliable & dependable and can provide many more years of service. In fact, 94% of Peterbilt trucks in-serviced 20 years ago are STILL being in-serviced now - far better than competing OEMs.</p>
<p>8</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Peterbilt has marketed the Sourcewell Program on it's website; both internally and externally. We take every opportunity to advertise our contract with Sourcewell; trade-shows, conventions, expositions, dealer open houses, and dealer training events, etc.</p> <p>We hold Sourcewell Webinars for our entire dealer network multiple times/year and release Dealer Bulletins to further communicate and promote our contract.</p> <p>If awarded, we would continue to aggressively promote our Sourcewell contract both internally & externally at events, through training, marketing, social media, etc. Our expectation is that Sourcewell members will continue to utilize the Peterbilt contract in order to secure vehicles that offer class leading reliability, durability, and value.</p>

9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Peterbilt is a Division of Paccar, Inc. (www.paccar.com).</p> <p>Paccar Inc designs, manufactures, and distributes light, medium, and heavy-duty commercial trucks in the United States, Europe, and internationally. The company operates in three segments: Truck, Parts, and Financial Services. The Truck segment designs, manufactures, and distributes trucks that are used for the over-the-road and off-highway hauling of commercial and consumer goods. It sells its trucks through a network of independent dealers under the Kenworth, Peterbilt, and DAF nameplates.</p> <p>PACCAR had an outstanding year in 2019, generating record revenues and profits as well as industry leading operating margins. Revenues climbed to \$25.6 billion and net income was \$2.39 billion; delivering an after-tax return on revenue of 9.3%. The company has earned annual net income for 81 consecutive years.</p> <p>PACCAR's financial results reflect the company's premium-quality trucks and services, technology leadership, strong global truck markets and record truck deliveries, complemented by record aftermarket parts sales and good financial services results worldwide. These excellent results were due to the capabilities and efforts of our employees who delivered industry leading product quality, innovation and outstanding operating efficiency.</p> <p>PACCAR delivered a record 198,800 trucks to its customers, and sold a record \$4.02 billion of aftermarket parts. PACCAR's excellent credit ratings of A+/A1 supported PACCAR Financial Services' record new loans and leases of \$5.63 billion. Year-end stockholders' equity was a record \$9.71 billion.</p> <p>Class 8 truck industry retail sales in North America, including Mexico, were 336,000 vehicles in 2019 compared to 311,000 the prior year. The European 16+ tonne market in 2019 was 320,000 vehicles compared to 319,000 in 2018. PACCAR customers are generating good profits due to strong freight tonnage, low fuel prices and the superior operating efficiency of Kenworth, Peterbilt and DAF trucks.</p> <p>PACCAR's strong financial performance in 2019 benefited from PACCAR Parts' record pre-tax profits of \$830.8 million and PACCAR Financial Services' pre-tax profits of \$298.9 million. After-tax return on beginning stockholders' equity was an industry leading 27.8% in 2019. PACCAR's financial performance has enabled the company to declare \$7 billion in dividends during the last ten years, which is over 50% of the net income generated during that same period. PACCAR's total stockholder return in 2019 was 45% versus 31% for the S&P 500 Index.</p> <p>Paccar Annual Report attached.</p>	*
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Class 6/7: 8.50% Class 8: 15.00%</p> <p>Above numbers take into account ALL trucks/tractors with the majority being freight-hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share is overall 22% (Class 6/7/8 - all inclusive).</p>	*
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Class 6/7: 7.70% Class 8: 11.30%</p> <p>Above numbers take into account ALL trucks/tractors with the majority being freight-hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share is overall 21% (Class 6/7/8 - all inclusive).</p>	*
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No.</p>	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Peterbilt Motors Company is a manufacturer of commercial trucks. Peterbilt has a dealer network of 405 locations across the U.S. & Canada. Peterbilt dealers are independently owned & operated. All Peterbilt dealers must meet stringent sales, service, and parts support requirements as set forth in their dealer contract with Peterbilt Motors Company & Paccar, Inc.</p> <p>Peterbilt dealers employ 1,000+ salespersons across the U.S. & Canada. Dealer sales personnel are required to stay up to date on the latest product updates, industry technologies, emissions, etc through in-person & on-line training throughout each calendar year. All Peterbilt dealer salespersons are licensed to sell in the States they are assigned.</p> <p>In addition to the dealer network sales force, Peterbilt Motors also employs a factory-sales-management staff of approximately 40; 13 of which are focused on Vocational Trucks, including government/municipal accounts. Peterbilt also employs an individual dedicated to government contracts and the Sourcewell contract. Peterbilt factory sales managers are required to complete truck product, and all other industry related training throughout the year. All Peterbilt factory sales managers are licensed to sell in the States they are assigned.</p> <p>Peterbilt dealer AND factory sales forces work collaboratively with fleets to ensure the customer experience is optimized in regards to truck specifications, performance, etc.</p> <p>Peterbilt dealer service network includes 405+ locations (add ~25/year), 60 independent dealer groups, 5,000+ dealer personnel, and highly trained technicians that are ALL 100% factory certified. Peterbilt dealer locations perform all levels of service work from standard preventive maintenance to warranty repairs to complete engine rebuilds. Dealers also offer custom maintenance solutions including contract maintenance, mobile service, and on-site technician support.</p> <p>Peterbilt dealers offer on-site comprehensive fluid analysis, DOT inspections and RapidCheck Express Service (provide diagnostics and an estimate of repairs in two hours or less). Dealers offer drop off service as well as pick-up and delivery. Dealers also provide Mobile Service truck for repairs at your locations.. 24/7 roadside assistance as well as a 24/7 repair hotline also available at 1-800-4-PETERBILT.</p> <p>Peterbilt factory service support management team consists of 30+ individuals across the U.S. & Canada that work collaboratively with our dealers service managers and technicians to take care of our customers & their trucks, from in-depth troubleshooting to warranty & policy support.</p>
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<p>14</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Peterbilt Manufacturing facilities are ISO 9001:2008 certified.</p> <p>Peterbilt maintains ISO 14001:2015 Environmental Management System (EMS) to improve its environmental programs and to reduce the environmental impacts of its operations and activities.</p> <p>Peterbilt trucks conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS).</p> <p>Peterbilt trucks are equipped with emission control equipment to comply with all applicable US Environmental Protection Agency (EPA) regulations governing control of air pollution from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, all vehicles conform to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture.</p> <p>The exterior sound level of Peterbilt vehicles conforms to the noise legislation of the US Department of Transportation and the EPA.</p> <p>The interior sound level of Peterbilt vehicles, when measured in accordance with the test procedure of SAE J336 do not exceed the decibels per hour dictated in the test procedure.</p> <p>Peterbilt brake systems meet all NHSTA FMVSS regulations.</p> <p>Peterbilt trucks are equipped with a lighting system that conforms to the requirements of FMVSS 108.</p> <p>Peterbilt standard seat belt assembly (shoulder and lap), restraint system hardware, mounting, and performance conform to FMVSS Nos. 208, 209, 210.</p> <p>All instruments, indicators, and panel controls are located, identified and illuminated to conform to 49 CFR, Part 571, FMVSS No. 101.</p> <p>Peterbilt dealers are authorized/certified/licensed to sell Class 5-8 commercial trucks in the States & Provinces in which they do business.</p>	<p>*</p>
<p>15</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A</p>	<p>*</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2015 - Peterbilt Denton achieved ISO 14001 environmental and 'no-waste-to-landfill' certifications..</p> <p>2016 - The PACCAR MX-11 was named a Top 20 product by Heavy Duty Trucking magazine.</p> <p>2016 - Peterbilt's truck factory in Denton, Texas and the PACCAR engine factory in Columbus, Mississippi earned Frost and Sullivan's "Manufacturing Leadership" awards for operational excellence and incorporation of the "Internet of Things" into manufacturing processes.</p> <p>2017 - The PACCAR Engine Factory in Columbus, Mississippi earned the "2017 Quality Plant of the Year" award from Quality Magazine.</p> <p>2018 - Peterbilt in Denton, Texas, the PACCAR engine factory in Columbus, Mississippi and PACCAR Ste-Thérèse, Canada each earned a prestigious Manufacturing Leadership Award from Frost & Sullivan, a leading industry research firm.</p> <p>2019 - Peterbilt Denton earned "Manufacturing Leadership" awards from the National Association of Manufacturers.</p> <p>2019 - PACCAR was honored as a global leader in environmental practices by environmental reporting firm CDP, earning recognition on the 2019 CDP Climate Change A List.</p> <p>2019 - Peterbilt was recognized as a "Top Place for Women to Work" by the Women in Trucking organization.</p>
17	What percentage of your sales are to the governmental sector in the past three years	2%
18	What percentage of your sales are to the education sector in the past three years	<1%
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Peterbilt Motors Company only Cooperative purchasing contract is with Sourcewell.</p> <p>Rush Truck Centers holds contracts with The Florida Sheriffs Association (FSA) and the Houston-Galveston Area Council (H-GAC). Annual volume data available by request through Rush Enterprises.</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Southeastern Public Service Authority - Chesapeake, VA	Angie Hutchins	757-961-3562
County of Fresno, CA	Mike Downing/Ken Christiansen	559-600-7528 559-600-7511
Algonquin Township, IL	Andrew Gasser	850-866-0155
City of Portsmouth, VA	Kenny Strickland	757-393-8629
City of Virginia Beach, VA	Reggie Padgett	757-385-1925

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
United States Postal Service	Government	District of Columbia - DC	Medium Duty & Class 8 truck & tractors Trucks purchased: Peterbilt Model 220 Cab-over 33,000lb GVW trucks. Peterbilt Model 337 Conventional 33,000lb GVW trucks. Peterbilt Model 348 Conventional 43,000lb GVW trucks. Peterbilt Model 520 Cab-over 43,000lb GVW trucks. Peterbilt Model 520 Cab-over 80,000lb GVW tractors.	Grand Total: 2,200 over the last 3 years	Approximately \$175 Million
City of Los Angeles	Government	California - CA	Medium Duty & Class 8 trucks	83 over the last 3 years	Approximately \$10 Million
City of Phoenix	Government	Arizona - AZ	Class 8 Trucks	59 over the last 3 years	Approximately \$7.5 Million
City & County of Honolulu	Government	Hawaii - HI	Class 8 Trucks	38 over the last 3 years	Approximately \$5 Million
City of Baltimore	Government	Maryland - MD	Medium-Duty Trucks (Class 6/7)	31 over the last 3 years	Approximately \$2.5 Million

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	<p>Peterbilt Motors Company Factory Sales force consists of Peterbilt’s General Manager (equivalent to VP/President at other companies), Assistant General Manager, 3 General Sales Managers over the U.S. & Canada that have a total of 6 Region Managers reporting to them based out of Philadelphia (East), Nashville (South), Denton/Dallas (Midwest), Chicago (Great Lakes), Scottsdale/Phoenix (West), and Toronto (Canada). Each Region Manager oversees 3-4 District Sales Managers. In addition, Peterbilt Motors has a separate Medium-Duty Sales Team (1 per Region/Canada), Vocational Sales Team (1 per Region/Canada), and National Account Sales Team (1 per Region/Canada). Peterbilt also has one National Fleet Sales Manager that is dedicated to the Sourcewell Account.</p> <p>All Sales personnel mentioned above collaborate with Peterbilt’s Dealer Network Sales teams which consists of 1,085 individuals throughout the US & Canada, including Sales VPs, Directors, Managers, Sales Personnel, and Sales Administrators.</p> <p>Peterbilt Motors Company also has 3 Dealer Sales Councils comprised of Sales Managers and Representative from all over the US & Canada. The 3 Councils are: National-Accounts Sales Council, Vocational/Government Sales Council, and Medium-Duty Sales Council.</p>

24	Dealer network or other distribution methods.	<p>Peterbilt Motors Company's dealer network is independently owned & operated. Peterbilt's dealer network consists of 405 locations across the US & Canada with plans to be at 430 by the end of CY2020. In addition to the dealer network, Peterbilt's dealers are supported by 7 Paccar-owned Parts Distribution Centers strategically located across the US. The Parts Distribution Centers maintain a 99% fill-rate.</p> <p>In addition to Peterbilt Dealer parts inventories AND the Paccar Parts Distribution Centers, Peterbilt also offers All-Makes parts at over 300 TRP locations and online at https://trpparts.com/</p> <p>Peterbilt dealers also maintain strong relationships with several Body-Manufacturers. Many of these Body-Companies are Sourcewell members and stock vehicles that utilize Peterbilt trucks.</p>
25	Service force.	<p>Peterbilt Motors Company maintains an extensive Corporate service force consisting of a General Manager of Service, Assistant General Manager of Service (GM titles at Peterbilt are equivalent of VP at most companies), Director of Field Service, Director of Warranty, 6 Region Service Managers located across the US (East-Philadelphia, South-Nashville, Midwest-Dallas, Great Lakes-Chicago, West-Phoenix, and Canada-Toronto). Each Region Manager has 3 District Service Managers and 2 Engine Service Managers.</p> <p>The dealer network consists of 5,767 service personnel (Service Managers, Shop Foreman, Technicians, Service Advisors, Service Writers, etc.).</p> <p>Peterbilt Motors Company also has a Dealer Service Council that meets multiple times annually to discuss all things service, preventive maintenance, warranty, etc.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Peterbilt's Customer Service Program, TruckCare, starts with the initial request for service from the customer. Fleets can rely on Peterbilt TruckCare (https://partsandservice.peterbilt.com/roadside/) to connect them to the help they need 24 hours a day, 365 days a year. Wherever in the U.S. or Canada, Peterbilt's dealer network will get you back on the road as fast as possible:</p> <ul style="list-style-type: none"> • Fast help when you call 1-800-4-PETERBILT • Free registration • Assistance with towing, jump and pull starts, tires, mechanical repairs and preventive maintenance services • An efficient roadside assistance system that tracks all aspects of your job • Custom-mapping technology including On-board diagnostics through SmartLinq that locates the nearest Peterbilt dealer, other PACCAR dealer or independent service provider to best assist you • Personalized customer profiles to specify your roadside assistance preferences • Bilingual representatives and translation service to ensure quality assistance in any language <p>Peterbilt Dealers must achieve a year-to-date TruckCare Preventive Maintenance Customer Service Score of 90% or higher from Peterbilt Motors Company. The Preventive Maintenance Customer Service Score for each dealer location will reflect a score based upon the following criteria:</p> <ol style="list-style-type: none"> 1. Dealer's ability to set firm appointment 2. Resolving all customer complaints regarding service quality, customer treatment, or any other complaint deemed reasonable brought to the attention of the Customer Center. 3. Dealer holding appointment slot for customer. 4. Customer is not to wait longer than 1 hour from the scheduled time of the appointment 5. Customer to receive a completed copy of the Preventive Maintenance Inspection Form at the completion of the service. <p>New to Calendar Year 2020 is Peterbilt's "Platinum Service Center Certification". The program is intended to provide superior service for customers. The certification process is stringent: Platinum Factors for Dealerships' scores are based on factors including:</p> <ul style="list-style-type: none"> • Facilities and drivers lounges. • Expanded hours of service. • Parts availability. • Triage procedure. • Having certified Paccar MX engine technicians. <p>Platinum Service Center locations will receive a special designation in Peterbilt's dealer locator on the company's website as well as a plaque to showcase in their dealership.</p> <p>Customer service is also a reflection of parts support; without the needed parts on hand a service event can be significantly delayed.</p>

		<p>Peterbilt has the parts you need, ready to ship, with a 99% fill rate. Fleets can reduce their inventory levels and gain security by relying on Peterbilt's dealer network of over 405 locations with 7 regional Parts Distribution Centers strategically located across the U.S. Fleets can be set up with Not-to-Exceed Pricing, Consolidated Billing, and dedicated Account Support locally and nationally.</p> <p>Response time capability:</p> <p>Rapidcheck:</p> <p>Available at all Peterbilt Dealer service locations, Rapidcheck provides a Diagnostic check within 2 hours of truck drop-off; No appointment necessary. Rapid Check guarantees the following within 2 hours of when the work order is started:</p> <ul style="list-style-type: none"> Run initial diagnostic testing on the vehicle Determine needed repairs or if more complete diagnoses is required Check parts availability Provide an estimate of when the vehicle repairs will be complete Communicate all findings to the customer <p>With customer permission, repairs that can be completed within 2 hours will be carried out</p> <p>Response Time Capability:</p> <p>Mobile Service:</p> <p>Peterbilt's dealer network operates a fleet of 100+ mobile repair trucks; the fleet is growing rapidly. Mobile service allows for fast response to problems where the customer cannot or prefers not to bring their vehicle to the Peterbilt dealer location. Common in remote areas or areas where traffic is heavy and therefore drive time to/from dealer is not ideal.</p> <p>Peterbilt also offers National Account Warranty Programs that include:</p> <ul style="list-style-type: none"> Access to online truck service & option database (E-Portal), Online electronic parts catalog (ECAT), and Field Service Bulletins Option to perform in-house warranty repairs with a sponsoring Dealer Filing Warranty Claims on Behalf of Fleet (Dealer Sponsored) OR Fleet filing direct with Peterbilt (Direct Fleet) Discounted and/or free diagnostic tools 	
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Peterbilt services ALL geographic areas in the US & Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Peterbilt will fully service ALL Sourcewell participating entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - No specific contract requirements or restrictions apply to Sourcewell entities in Hawaii, Alaska, or other US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Peterbilt Motors Company Marketing strategy for promoting the Sourcewell Contract consists of the following:</p> <p>Internal Dealer Bulletins (sent out to all Dealers Management & Sales Personnel) that announce the program, describe the program, provide pricing, and contact details.</p> <p>Peterbilt Intranet site: Sourcewell is the ONLY entity that has it's own dedicated page on Peterbilt Motors' internal website. The site contains an overview of the program, quick reference guide, customer presentation template, pricing guide, contact information & more.</p> <p>Peterbilt has and will promote Sourcewell at all Vocational/Government shows, conferences, and expos at which we exhibit; NTEA Work Truck Show, WasteExpo, Electric Utility Fleet Managers Conference (EUFMC), International Construction and Utility Electrical Expo (ICUEE), etc. This includes Peterbilt created marketing materials (see attached) as well as Sourcewell provided pop-ups, flags, truck vinyl logos, etc.</p> <p>All of Peterbilt's on-site training events include a module on Sourcewell. On-site training is held at Peterbilt's manufacturing locations on a quarterly basis and is open to all Dealer personnel. In addition to training held at Peterbilt facilities, Peterbilt also holds sales/product training at most major shows (NTEA, WasteExpo, etc) that also include module on Sourcewell.</p> <p>Peterbilt markets our Sourcewell contract on Social Media (Facebook, Twitter, LinkedIn).</p> <p>Peterbilt's dealer network actively promotes their participation in the Peterbilt Sourcewell contract through their websites, social media, and exhibition at various shows including local and regional APWA events.</p> <p>See attached "Marketing Plan" in documents section.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Peterbilt Motors has and will continue to market Sourcewell on our Facebook page and Twitter account. Peterbilt will significantly increase our social media posts in general over the next several years with Sourcewell being part of that.</p> <p>Peterbilt's dealer network utilizes Facebook, Twitter, and LinkedIn primarily to promote their participation in the Sourcewell contract and to make announcements regarding customer procurement via the contract, etc.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role in promoting contracts arising out of this RFP would be to announce the contracts on their website and conduct email campaigns to Sourcewell members. Sourcewell's role is to continue to be present at major shows, expositions, and conferences to actively promote Sourcewell in general and provide assistance to contract holders to actively promote their specific contracts, including providing marketing materials, pop-up flags, truck decals, etc. Sourcewell should continue to offer sponsorship opportunities at major events for contract holders to participate - example) Peterbilt Motors sponsored the "Public Procurement Reception" at WasteExpo in CY2020.</p> <p>Peterbilt Motors Company integrates the Sourcewell contract by setting sales goals for its District Sales Managers and Vocational Sales Managers that involve key government/municipal target accounts in their territories with an emphasis on promoting our Sourcewell Contract.</p> <p>Peterbilt Dealers are provided with presentation templates, marketing material, and filtered spreadsheets of all Sourcewell members in their specific areas of operation. Sales Blitzes and joint sales calls with factory personnel are held monthly.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Peterbilt products are not available through an e-procurement ordering process; only through Peterbilt Dealers and Sourcewell Member Body-Companies that sell complete/turnkey units to Sourcewell members.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36 Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.

Peterbilt Motors Company offers on-site and on-line product training, maintenance/service training, and many other courses relevant to the municipal/vocational truck market.

Online training is available to all Sourcewell members 100% FREE of charge. Members would need to simply log into: www.peterbilt-fleettraining.com and create a username & password. Any member can take any course on the site and/or Fleet Managers can assign courses & track progress.

The following are just some of the training on the site that is available:

- Engine Service
- Low Power Visual Inspection
- Common Rail Troubleshooting
- Tandem Drive Axle Service
- Axle Kingpin Replacement
- Fuel System Flow and Components
- Common Rail Fuel System
- Engine Lubrication System
- Starting and Charging Systems
- Pending Active and Inactive Codes
- Clearing the MIL Light
- Smoke Analysis
- Low Power Diagnosis
- Manual Compression Testing
- EGR System Diagnosis
- Warning Lights
- DPF System Diagnosis
- DEF System Diagnosis
- Turbo System Diagnosis
- Diesel Emissions System
- Exhaust and Aftertreatment System Diagnosis
- NOx Sensor Diagnosis

On-site training is available from Peterbilt Motors Company Factory Training Department for a fee on a reservation basis. Training can be conducted at a Peterbilt Motors facility (factory, Region Office, etc.) or at a Sourcewell Member's fleet location.

Peterbilt's Dealer Network also offers operation, maintenance, service and other training. This training is offered for a fee on a reservation basis.

37 Describe any technological advances that your proposed products or services offer.

In addition to the standard features of Peterbilt trucks that will be listed below, Peterbilt trucks offer the following technological advances:

SmartNav:

A high-tech infotainment system, SmartNav delivers GPS navigation (truck maps), communications (integrates with cell phones) and vehicle monitoring (virtual gauges and other truck info) direct to an in-dash seven-inch color touch-screen. The SmartNav display enables intuitive interaction with an array of technologies, functions and apps, including truck camera systems. SmartNav features voice recognition and control, keeping hands on the wheel and eyes on the road. SmartNav integrates seamlessly with your phone via Bluetooth® connection and includes WiFi capability, making it easy to stay in touch no matter where you are. The integrated audio system plays through the truck speakers and can also accommodate satellite radio. The display is available in English, Spanish and French Canadian.

SmartAir:

Peterbilt's proprietary SmartAir system provides a factory installed, no-idle climate control solution that delivers maximum comfort while also reducing emissions and lowering fuel costs. The SmartAir system is powered by four, heavy-duty AGM batteries that are charged during normal driving conditions. When the engine is off, SmartAir provides quiet, efficient, high-power cooling capacity for up to 10 hours on a single charge. Peterbilt's SmartAir design features one of the smallest footprints in the industry. It also features on-board diagnostics, full automatic temperature control in A/C and heating modes and a digital LCD display that makes it easier to control the unit and provides battery monitoring. The system is fully integrated with Peterbilt's existing sleeper HVAC systems, resulting in increased cooling performance, enhanced reliability, reduced maintenance and lower overall operating costs.

SmartLinq:

Peterbilt's SmartLINQ remote diagnostic system complements fleet management operations by providing real-time notifications should a vehicle's onboard diagnostics system generate a service event. This easy-to-use, web-based

system helps you prioritize which trucks should be serviced at the next convenient opportunity or which may need immediate attention. SmartLINQ provides four levels of notification – Stop Now, Service Now, Service Soon and Informational – as well as the fault codes generated from any vehicle requiring service. SmartLINQ allows the fleet to proactively schedule a service appointment with a Peterbilt dealer to ensure the needed resources are available when the vehicle arrives for service, getting your truck back on the road as quickly as possible. With SmartLINQ, Peterbilt helps you eliminate unscheduled downtime.

Collision Mitigation:

Peterbilt offers both the Bendix Wingman Collision Mitigation System as well as the Meritor OnGuard System. These systems utilize forward radar detection to provide driver alerts and active braking when objects are detected in the road or if closing on the vehicle ahead. Systems also offer lane-keeping technology as well as side object detection. Camera-integrated option provides enhanced object detection and can even read speed limit signs and alert drivers if over the limit. Systems can provide electronic stability control to prevent rollovers as well as adaptive cruise control with reduces throttle and/or applies the service brakes to maintain safe distance with vehicles ahead.

HID + LED headlights:

Peterbilt offers both High-Intensity-Discharge headlights and LED headlights. HID's provide the best available forward visibility, while LEDs provide superior wide-range/close-range lighting

Predictive Cruise:

Predictive Cruise if offered and provides (via forward radar sensor) for automated reduced throttle and/or service brake application to maintain safe distance with vehicles ahead.

Driver Performance Assistant:

When manual transmission is specified, Driver Performance Assistant provides a visual aid to drivers to encourage them to operate in the vehicles RPM "sweet spot" as well as "shift now" notifications to optimize shift patterns for operational efficiency and improved fuel economy.

Driver Information Display:

The standard Peterbilt Driver Information Display, located in the center of the dash cluster, provides the operator with the following selections via a toggle switch: Standard view shows cruise status, park-brake status, and gear selected. Optional views show virtual gauges (i.e. voltmeter, transmission temperature gauge), engine RPM display, shut-down timer, trip information (fuel economy, miles operated, hours operated, idle time, etc.), truck information (VIN, engine make/model, transmission make/model, etc.), and diagnostics/warnings (fault codes with descriptions).

Stability Control with Automatic Traction Control:

Electronic Stability Control prevents roll-over situation by applying the anti-lock service brakes to individual wheels to maintain truck balance when taking turns. Combined with automatic traction control, the technology greatly enhances safety for drivers/fleets.

Zinc coated frame rails:

Peterbilt offers a zinc coating for its frame rails and crossmembers that significantly reduces corrosion over the life of the truck.

Peterbilt offers a bump-fin style cooling system for extreme dirt environments to reduce wear on the engine.

Allison FuelSense:

Allison FuelSense technology optimizes shift patterns depending on the fleet's desired operating characteristics (power/max-fuel-economy/blend).

Peterbilt offers RollTek Air-Bag-equipped seats for enhanced safety in rollover accidents.

Peterbilt offers the full line of NFPA requirements including Seat & Occupancy sensor & warning, NFPA seats, NFPA grab handles, etc.

Peterbilt offers pre-wiring Provisions for fleet communication systems, camera systems, custom maintenance systems, etc.

Standard technology on Peterbilt trucks that provide value to fleets:

FRAME

*

Steel rails with gussets to maximize RBM.

Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint.

Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.

Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.

STEER AXLE

Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components.

Greaseless spring pins reduce maintenance and improve ride quality.

Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.

Glidekote splines on steering shaft extend service life of components.

DRIVE AXLE

Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.

Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.

ENGINES & RELATED SYSTEMS

Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.

Silicone radiator and heater hoses enhance value, durability and reliability.

ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.

Constant tension and torque band clamps reduce leaks.

Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.

Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.

Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.

Maintenance free 12V batteries provide reliable power for starting and accessories.

Stranded copper battery cables are double aught (00) or larger to reduce resistance.

Stainless steel flex exhaust tubing & clamps provide durability.

Optimized exhaust routing to simplify the truck order process and provide optimal performance.

AIR SYSTEM

Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.

FUEL TANKS

Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.

Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM

Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other.

This design improves reliability and offers increased functionality.

Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.

Braided chassis harness cover provides durability.

Convolut tube covering on harnesses protects from chaffing.

Wires numbered every 4 inches or less for ease of serviceability.

CAB / HOOD

Proprietary all-aluminum cab is light weight and durable for long service life.

Spring assisted, hood opening for serviceability.

Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.

One piece roof reduces potential for leaks.

Lap seam construction and aircraft fasteners has greater clamp load than rivets.

Double wall stamped aluminum doors provide virtually water-tight, rattle-free performance. Full length, light weight hidden gravity-hinge system that provides low resistance and ease for closing doors providing durability.
Interior Left and Right Side Grab Handles for easy access into the cab.

CAB INTERIOR

LH & RH door mounted map pockets with door mounted step lights
Cast rubber flooring with integral sound barrier.
Integrated "dead pedal" for driver comfort.
Four ergonomically positioned entry / egress grabhandles
Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience.

LIGHTS

Projector module pod headlights provide outstanding visibility.
'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm.
Headlights turn on automatically when windshield wiper blades are activated.
Lighting system is protected by an impact resistant Lexan® lens and requires no special tools for lamp adjustment or bulb replacement.

DASH & INSTRUMENTATION

Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance.
Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading.
LED backlit gauges to prevent eye fatigue.

PAINT

Dupont Imron Elite two-stage non-metallic paint, one color cab / hood.

<p>38</p>	<p>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Peterbilt offers more models with CNG & LNG engines than any other OEM and has sold more CNG/LNG trucks and offered them longer (since 1996) than any other OEM.</p> <p>Peterbilt’s full line of engines are approved for the use of Biodiesel up to B20.</p> <p>Peterbilt just launched 3 Battery-Electric-Vehicles that are for sale; (Model 220EV - available NOW) and starting in CY2021 (Model 520EV & Model 579EV).</p> <p>Investing in Sustainable Operations:</p> <p>All Company manufacturing locations that have been in operation for more than two years have achieved ISO14001 certification.</p> <p>The Company has invested \$160 million over the past ten years in facility projects that have improved energy efficiency, reduced emissions, reduced water consumption and waste including \$35 million in reusable containers.</p> <p>First in the truck industry to implement chassis robotic paint systems. This process has enhanced paint quality, reduced cost and decreased paint usage, waste and air emissions.</p> <p>Reducing Greenhouse Gas Emissions</p> <p>From 2009 to 2016 Peterbilt reduced greenhouse gas emissions 32% on a per revenue basis.</p> <p>Hazardous air emissions have been reduced by over 200 metric tonnes per year in paint and other processes.</p> <p>Peterbilt joined the CDP Reporter Services for reporting greenhouse gas emissions and to benchmark performance to continue reducing our greenhouse gas footprint.</p> <p>Reducing Waste</p> <p>Many of the Company’s manufacturing locations achieve “zero waste to landfill” by recycling, employing reusable containers and composting food and paper waste.</p> <p>Conserving Resources</p> <p>Peterbilt reduces the use of water through internal recycling, reduces paint waste through robotic paint systems and conserves energy by using new technologies such regenerative dynamometers that capture electricity from vehicle testing.</p> <p>Products</p> <p>All Peterbilt vehicles have near-zero emissions of NOx, a smog causing compound, and are compliant with all applicable standards including those by the California Air Resources Board (CARB), the US Environmental Protection Agency (EPA) and the European Commission.</p> <p>Peterbilt uses Ecodesign, a software tool, to reduce environmental impacts through product design. Through this process, engineers increase recyclability of our trucks, reduce air emissions, use lighter materials to reduce fuel consumption and use fewer hazardous materials.</p> <p>Fuel-Efficient, Low-Emission PACCAR Engines</p> <p>Peterbilt has strengthened its leadership in environmental stewardship by expanding its global portfolio of high performing low emission engines.</p> <p>Over the past five years, these engines have reduced GHG emissions by up to 14%. NOx and particulate matter have also been reduced by over 83%.</p>
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Peterbilt’s full engine offerings all meet or exceed all Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emissions requirements.</p> <p>All plants that manufacture Peterbilt products are ISO 14001:2004 and/or ISO 14001:2015 Certified.</p> <p>Peterbilt offers EPA-Certified Green-House-Gas Emissions tires on all of its products.</p> <p>See Line Item 38 for additional details.</p>
<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Peterbilt’s Dealer Network has several dealers/groups that operate as WMBE, SBE, and/or veteran owned businesses.</p> <p>Example certification (Montana Peterbilt) attached.</p> <p>Other certifications/inquiries available upon request to Peterbilt Motors.</p>

<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>Peterbilt is a US based (Headquartered in Denton, Texas) company that offers the wide array of trucks in the industry. Peterbilt offers Class 5 Conventional trucks, Class 6 & 7 Cab-Over trucks, Class 6 & 7 Conventional trucks & tractors, Class 8 Conventional trucks & tractors AND Class 8 Cab-Over trucks & tractors.</p> <p>No other OEM has the variety of trucks offered by Peterbilt Motors.</p> <p>This allows for a Sourcwell member fleet to procure all of their trucks from one OEM/Dealer. This "one-stop-shopping" benefits the member through a single source for all trucks, parts, and service needs, streamlining their operations. For example, if a fleet needs a large cab-over refuse truck, a small cab-over for paint striping, and a conventional tandem truck for a dump/plow application, Peterbilt is the ONLY OEM that can provide all 3 trucks.</p> <p>Peterbilt offers Class leading re-sale values on all of its trucks. If/when a Sourcwell Member trades/sells/auctions its used Peterbilts they will get significantly more than any competitor. This is reflected in NADA book values and can also be extracted from "Truck Paper" pricing.</p> <p>94% of Peterbilt trucks in-serviced in Calendar Year 1999 were still in-serviced in Calendar Year 2019 94% of 20-year-old trucks were still being put into service. This is a testament to Peterbilt's design philosophy of durable, reliable, custom engineered work trucks.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes. See attached for full warranty schedule. For extended warranty information, members can reach out to their local Peterbilt dealer or Peterbilt's Sourcewell manager listed on the contract. Hundreds of different combinations of extended warranties are available, including custom warranties to match the members needs (ex - more years, less miles/yr, etc.)
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty for components added to a truck AFTER FACTORY DELIVERY (i.e. a Refuse Body or Dump Body, etc.) is covered by the OEM/Dealer/Distributor for that Body. However, a number of Peterbilt Dealers are authorized distributors and/or service locations for other manufacturers/Body-Companies and can therefore provide warranty support. Peterbilt Dealer locations that are also authorized dealers/distributors for other manufacturers/Body-Companies can be researched via the Peterbilt dealer or manufacturer/Body-Company website or by contacting the Peterbilt Motors National Account Manager that manages the Sourcewell Contract listed on the Peterbilt landing page on the Sourcewell website.
47	What are your proposed exchange and return programs and policies?	Exchange & return policies for trucks are at the discretion of the individual Peterbilt dealer providing the vehicle.
48	Describe any service contract options for the items included in your proposal.	Service contracts direct through Peterbilt Motors would only be available through Peterbilt's company-owned Lease operations (PacLease). The majority of service contract options would be handled through Peterbilt Motors dealer network. Most Peterbilt Dealers offer service contracts that provide a variety of options i.e. Preventive Maintenance, towing services, DOT inspections, tire exchange programs, oil analysis, winter prep, etc. Most Peterbilt dealers can also offer on-site technicians, mobile-service, and full-maintenance-contracts.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>Payment terms are at the discretion of Peterbilt Dealers and vary depending on the type of truck purchased, body installed (if applicable), lead-times for components, etc.</p> <p>Payment terms are negotiable - typically Peterbilt dealers can provide payment terms that match what the Sourcewell member requests.</p>
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Yes; Peterbilt Motors offers a full range of financing options including municipal leases through Paccar Financial Corporation (PFC), a Division of Paccar (Peterbilt is also a Division of Paccar).</p> <p>In addition to PFC, Peterbilt dealers can provide financing options through various banks and other financial partners. Also, many Dealer Groups operate their own finance companies and can provide options for Sourcewell members.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated that shows all trucks that were ordered with the code. Peterbilt's Sourcewell Manager then cross references the code with warranty start dates to determine what trucks were put into service during that particular quarter. Although not required by Sourcewell, Peterbilt Sourcewell Manager then obtains copies of all invoices to the Sourcewell members for those trucks and verifies pricing. The trucks are then loaded onto the Sourcewell quarterly report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell.</p> <p>All purchase orders from Sourcewell members go directly to and are processed by Peterbilt dealers.</p> <p>For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), dealers submit pricing to Peterbilt's Sourcewell Manager to verify that the sell price meets our Sourcewell contract pricing. Those "stock trucks" are then added to the quarterly tracking database.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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<p>53</p>	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>See attached Peterbilt-Sourcewell Pricing.</p> <p>Peterbilt will continue with pricing that provides a %-off-of-list format. Peterbilt's published Sourcewell pricing lists sample MSRP/List prices for each model offered.</p> <p>Peterbilt will provide pricing for EVERY model we offer. Sourcewell members need to simply have their local Peterbilt dealer build their truck specification, obtain the specification from the dealer with the final list price. Member then takes the appropriate % (varies by Model) off of that list price to give them their final ceiling price for the truck. Price includes Peterbilt's factory freight and the Peterbilt dealer's profit & pre-delivery-inspection.</p> <p>Pricing does not include any components or services provided by the dealer - ex) Body, additional components like lights, cameras, etc., additional fuel, truck clean-up, local delivery, etc.</p> <p>Also not included are any extended coverages requested and any engineering vehicle layout drawings if needed.</p> <p>*** Medium-Duty/Heavy-Duty Commercial trucks do not have true MSRPs - list prices can vary greatly depending on options. For example, the difference between a manual transmission and automatic transmission can be \$10,000+ in list price. Aggressive deep-lug all terrain tires can add \$5,000+.</p> <p>Battery-Electric-Vehicles (BEV) will be priced using the same method as described above for the cab & chassis (truck) except that the BEV Systems cost will be added to the cab & chassis price separately.</p>
<p>54</p>	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Peterbilt's discount for the Sourcewell contract is a %-off-of-List-Price format. The %-off yields truck pricing that is equalized to our best Marketing Program at the time of the RFP which will provide for substantial savings for Sourcewell members.</p> <p>As per the comments in Line Item 53, Price is established by taking the appropriate % (varies by Model) off of the final list price of the truck (after dealer specs the truck per the Sourcewell member's specifications). Price yielded includes Peterbilt's factory freight and the Peterbilt dealer's profit & pre-delivery-inspection.</p> <p>Pricing does not include any components or services provided by the dealer - ex) Body, additional components like lights, cameras, etc., additional fuel, truck clean-up, local delivery, etc.</p> <p>Also not included are any extended coverages requested and engineering vehicle layout drawings if needed.</p> <p>See attached Pricing Proposal.</p> <p>To sum up the pricing proposal, Sourcewell Members will get the following discounts:</p> <p>Model 220: 23% Model 325: 27% Model 330: 31% Model 337: 32% Model 348: 35% Model 365: 43% Model 367: 43% Model 567: 43% Model 579: 44% Model 389: 44% Model 520: 42%</p> <p>Example: Sourcewell member works with local dealer to build a spec for a Model 348 and final list price with all options is \$130,000. Sourcewell member simply takes 35% off of that and the number yielded is what they would pay for the truck. \$130,000 - \$45,500 (\$130,000 X 35%) = \$84,500.</p>

55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Peterbilt Motors Company AND its Dealers will provide quantity/volume discounts on a case by case basis - simply contact local dealer or Peterbilt Sourcewell contract manager. Typically this would be for transactions of 10 or more trucks.</p> <p>Rebates are also available for purchases of 10 or more trucks. For rebate structure/questions, etc., Sourcewell member will simply need to contact Peterbilt's Sourcewell Contract Manger.</p>	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Peterbilt dealers can provide turnkey solutions for Sourcewell Members. Peterbilt dealers can provide one invoice that includes the truck cab & chassis and all other components required on the vehicle.</p> <p>Examples of such components (or "sourced goods"):</p> <p>Bodies (refuse, dump, vacuum, etc.) Accessories (plows, additional lights, cameras, etc.)</p> <p>Peterbilt dealers will provide both Bodies & Accessories at cost plus a maximum of 10%. Cost plus 10% amount may not exceed \$7,000 for Bodies & Accessories.</p>	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Items not included in Peterbilt's "%-off-of-List-Price" pricing are mentioned in Line Items 53 & 54.</p> <p>Truck (cab & chassis) price calculated from %-off-of-list-price equation includes Peterbilt factory freight charge and dealer profit and pre-delivery-inspection (PDI).</p> <p>Price does not include any component or service provided post factory delivery.</p> <p>Examples of components/services NOT included from Peterbilt Motors:</p> <p>Extended truck warranty Extended engine warranty Peterbilt Engineering Vehicle layout drawings</p> <p>Examples of components/services NOT included from Peterbilt Motors and provided by the Peterbilt Dealer:</p> <p>Body Federal Excise Tax (FET) - if applicable Other taxes Doc fees local delivery clean-up/truck wash additional manuals training additional lights camera systems additional fuel additional diesel exhaust fluid</p>	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight from the Peterbilt factory where the truck is being manufactured to the 1st delivery point (either Body-Company or Peterbilt Dealer) IS included in Peterbilt's Sourcewell pricing.</p> <p>Delivery of truck from the Body-Company or Peterbilt Dealer to the Sourcewell member is NOT included in Peterbilt's Sourcewell pricing and will be called out as a separate line item on the Body Company invoice and/or the Peterbilt dealer final invoice.</p>	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Terms for freight, shipping, and delivery to Alaska, Hawaii, Canada, and Puerto Rico no different that US from a pricing perspective.</p> <p>Time to ship estimated at 2-3 additional weeks for Alaska/Hawaii/Puerto Rico</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Peterbilt Motors dealers can offer delivery spread out across a calendar year and sometimes 2-3 years at the same price (depending on purchase volume) or max 1% increase per year. Trucks can be delivered at intervals that suit the Sourcewell members need/budget.</p> <p>Peterbilt dealer can also offer to "stock" trucks that match Sourcewell Members' specifications and have them ready to deliver asap.</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Peterbilt pricing proposal reflects our best Marketing Program offered YTD in CY2020 and due to limits placed on dealer profit/pdi and other costs, the final pricing is better than what is typically offered.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>As noted in Line Item 51, Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcwell transaction.</p> <p>Peterbilt dealers submit Sourcwell orders electronically to Peterbilt Motors. A quarterly report is generated that shows all trucks that were ordered with the code.</p> <p>Peterbilt's Sourcwell Manager then cross references the code with warranty start dates to determine what trucks were put into service during that particular quarter.</p> <p>Although not required by Sourcwell, Peterbilt Sourcwell Manager then obtains copies of all Peterbilt dealer invoices to the Sourcwell members for those trucks and verifies pricing meets the Sourcwell Contract.</p> <p>The trucks are then loaded onto the Sourcwell quarterly report and submitted to Sourcwell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcwell.</p> <p>For trucks on the ground that were not ordered for particular Sourcwell deals (stock trucks), and therefore do not have the Sourcwell electronic code on them, dealers have been formally instructed through Peterbilt's Sourcwell dealer training material to notify Peterbilt Motors of any stock trucks that sell to a Sourcwell member. Dealers must also submit pricing for those stock trucks to Peterbilt's Sourcwell Manager to verify that the sell price meets our Sourcwell contract pricing.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Peterbilt Motors proposes to continue to offer the flat \$500/truck administrative fee that was provided for our current Sourcwell contract.

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

Line Item	Question	Response *
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<p>64</p>	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>Peterbilt Motors offers the widest product line in the industry for Sourcewell members.</p> <p>Peterbilt offers the following products:</p> <p>Model 220: Cab-over cab. Truck configuration only (no tractor). 26,000 LBS GVW – 33,000 LBS GVW. 6.7 Liter diesel engine. Automated/automatic transmissions. Common applications include Street-Sweepers, Paint-Stripers, Stake-bed-trucks, and Van-body-trucks.</p> <p>Model 325: Conventional cab. Truck configuration only (no tractor). 19,500 LBS GVW. 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed-trucks, and Van-body-trucks.</p> <p>Model 330: Conventional cab. Truck configuration only (no tractor). 26,000 LBS GVW. Paccar 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed-trucks, and Van-body-trucks.</p> <p>Model 337: Conventional cab. Truck or tractor configuration. 26,000 LBS – 33,000 LBS GVW (52,000 LBS GVWR). 6.7 Liter or 9 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Van-body-trucks, hook-lift-trucks, and Utility-trucks.</p> <p>Model 348: Conventional cab. Truck or tractor configuration. 33,000 LBS – 66,000 LBS GVW & GVWR. 6.7 Liter or 9 Liter diesel or CNG/LNG engine. Automated/automatic or manual transmissions. Common applications include Dump/Plow-trucks, Vacuum-trucks, Crane-trucks, Refuse/Waste Collection-trucks and Tank-trucks.</p> <p>Model 365: Conventional cab. Truck or tractor configuration. 66,000 LBS – 80,000+ LBS GVW & GVWR. 9 Liter, 11 Liter, and 13 Liter diesel engine and 9 Liter and 12 Liter CNG or LNG engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Vacuum-trucks, Tank-trucks, and Crane-trucks.</p> <p>Model 367: Conventional cab. Truck or tractor configuration. 80,000+ LBS GVW & GVWR. 13 Liter and 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Heavy-haul-tractors, Heavy-Dump-trucks, Tank-trucks, and Vacuum trucks.</p> <p>Model 567: Conventional cab. Truck or tractor configuration. 66,000 LBS – 80,000+ GVW & GVWR. 9 Liter, 11 Liter, 13 Liter, and 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Crane-trucks, Tank-trucks, and Low-Boy-tractors.</p> <p>Model 579: Conventional cab. Tractor configuration only (no truck). 66,000 LBS – 80,000 LBS GVWR. 9 Liter, 11 Liter, 13 Liter, or 15 Liter diesel engine and 12 Liter CNG or LNG engine. Automated/automatic or manual transmissions. Common applications include Van-Body-tractors, Flat-Bed-tractors, Tanker-tractors, and Low-Boy-tractors.</p> <p>Model 389: Conventional cab. Tractor or truck configurations. 80,000+ LBS GVW & GVWR. 13 Liter or 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Heavy-haul-tractors, Heavy-Dump-tractors, Low-Boy-tractors, and Heavy-Dump-trucks.</p> <p>Model 520: Cab-over cab. Truck configuration and limited tractor configurations. 66,000 LBS – 80,000 LBS GVW and 80,000 LBS GVWR. Automated/automatic or manual transmissions. Common applications include Refuse/Waste-Collection-trucks (Rear-Load, Automated-Side-Loader, Front-Loader, etc.), Paint-Striping-trucks, and Concrete-Pumping-trucks.</p> <p>Additional details can be found at https://www.peterbilt.com/trucks</p>
<p>65</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Truck & related Parts:</p> <p>Peterbilt Motors Company and its sister division, Paccar Parts can provide comprehensive parts solutions (all makes/all models) for Sourcewell members. Some members can qualify for National Account Parts pricing depending on volumes. Paccar Parts offers and "Online Parts Counter" (https://parts.peterbilt.com/), 24/7-365 parts ordering, consolidated billing, and Universal Credit Lines.</p> <p>In addition, Several Peterbilt Dealers operate very large Parts operations with their own dedicated distributions centers and can provide comprehensive parts solutions to Sourcewell members by way of substantial discounts, delivery service, and inventory management services.</p>

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

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 160,000 LBS GVWR.
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 33,000 LBS GCW and 66,000 LBS GVWR
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 26,000 LBS GVW and 52,000 LBS GVWR
69	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Conventional cab. Truck only. Body-installation unlimited. Up to 19,500 LBS GVW
70	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Peterbilt does not offer Class 4 chassis.

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>1) Peterbilt Motors tracks market share for several segments, 1 of which is Government/Municipal/etc. Peterbilt Sales force and Dealer Network are graded heavily on market share performance, both by Peterbilt Senior & Executive Management but also by Peterbilt's parent company, PACCAR, Inc. Performance regarding market share is weighted heavily for Peterbilt department evaluations (i.e. Vocational/Government Sales Team, Medium-Duty Sales Team, etc.) as well as individual evaluations and effects individual compensation.</p> <p>2) Peterbilt Motors created a specific tracking sales-code for Sourcewell transactions. This code is entered by Peterbilt dealers when truck specifications are created for Sourcewell members and is tied to the specification when it is submitted for final order. This allows Peterbilt to track all Sourcewell ordered trucks. In addition, dealers are required to submit VIN numbers for all stock trucks that sell to Sourcewell members. Stock trucks are trucks ordered for dealers to put on the ground in inventory to sell to the general public and therefore are not ordered with the Sourcewell tracking code. Dealers must submit their stock-truck Sourcewell sales quarterly to Peterbilt Motors.</p> <p>Using this data, Peterbilt recognizes the highest volume Dealer-Group with the "Sourcewell Most Valuable Partner" award annually and in addition recognizes the #1 Sales Person nationally. Monthly standings are sent out to the Dealer Groups & Individuals to encourage participation & competition.</p>

<p>72</p>	<p>Describe your company's offering in relation to alternative fuel sources, including electric or others.</p>	<p>Peterbilt Motors Company is the industry's #1 provider of Compressed Natural Gas (CNG) and Liquefied Natural Gas (LNG) trucks & tractors. Peterbilt has been selling CNG/LNG trucks for over 20 years.</p> <p>Peterbilt offers the Cummins L9N & ISX12N in several models: Model 337 (truck or tractor), Model 348 (truck or tractor), Model 567 (truck or tractor), and Model 520 Cab-Over (truck only).</p> <p>All of Peterbilt's engines (PX7, PX9, MX-11, and MX-13) as well as the Cummins engines offered by Peterbilt (X15) are compatible with Bio-diesel up to 20% (B20).</p> <p>Peterbilt Motors also offers the broadest range of Battery-Electric-Vehicles (BEVs) on the market.</p> <p>Peterbilt offers 3 distinct Models of BEVs:</p> <p>Peterbilt Model 220EV. Cab-Over; truck configuration. Commons applications include box/van for delivery, stake bed, and flat-bed.</p> <p>Peterbilt Model 579EV. Conventional Cab; tractor configuration. Local delivery or Port application.</p> <p>Peterbilt Model 520EV. Cab-Over; truck configuration. Refuse applications.</p>
<p>73</p>	<p>Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.</p>	<p>Each Peterbilt truck is hand-made at one of our 3 manufacturing facilities. All components that make up each individual Vehicle Identification Number (VIN) are tracked by their serial number, at what station they were installed, by what employee, using what tools, at what specific time of the day and even the exact torque value of components fastened to the truck. This allows for optimum monitoring of supplier quality, any manufacturing errors, and insight into issues in the field (i.e. - failure in the field can more easily be traced to a particular batch of parts or a particular supplier, manufacturing process may need adjusted, etc.).</p> <p>Peterbilt Motors uses the highest quality materials that exceed most NHTSA, TMC, or SAE standards. All conventional cabs are aluminum in construction and use aircraft grade huck or henrob fasteners for assembly.</p> <p>Chassis strength:</p> <p>All OEMs use similar frame RAILS in regards to PSI/RBM - Peterbilt is the only OEM that uses FIVE 5/8" huck fasteners on each side of the crossmembers in the frame. This gives Peterbilt the absolute strongest frame in the industry - up to 600% stronger.</p> <p>Most of Peterbilt's conventional cabs (325/330/337/348/365/367/389) are constructed of aluminum and are fastened together with adjoining aluminum sheets overlapped (lap-seam construction) and fastened with aircraft quality huck fasteners. Peterbilt's other conventional cabs (567/579) use the same lap-seam process but use robotically punched henrob fasteners along with 2 adhesives (structural & acoustic) to fasten the cab together.</p> <p>This superior frame and cab construction contributes to Peterbilt having 94% of it's trucks in-serviced in 1999 STILL being in-serviced in 2019! - Class leading durability.</p> <p>Safety features include:</p> <ul style="list-style-type: none"> Bendix ESP Stability Control System Bendix Wingman collision mitigation Meritor OnGuard Smart Traction Control Battery disconnect switches Auto Neutral activates with parking brake Brake lock PTO control Seat belt and occupancy sensor Remote keyless entry Optional Severe Service Cab Orange/Red seat belts RollTek Air-bag equipped seats <p>Other Peterbilt features & benefits/advantages:</p> <p>FRAME</p> <ul style="list-style-type: none"> • Steel rails with gussets to maximize RBM. • Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint. • 3-piece C-Channel crossmember with cast gussets for the strongest crossmembers in the industry.

- Each crossmember is attached with FIVE 5/8" huck fasteners making for the strongest frames in the industry.
- Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.
- Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.
- Standard front wheel mudflaps reduce road spray, help maintain a cleaner truck and better visibility.
- Two frame mounted tow pins standard.

STEER AXLE

- Available with set forward front axle configuration for a smoother ride or set back front axle configuration for increased maneuverability and optimized weight distribution.
- Factory front axle alignment to improve handling and reduce tire wear.
- Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components.
- Greaseless spring pins reduce maintenance and improve ride quality.
- Standard oil seals for long lasting leak protection.
- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.
- Glidekote splines on steering shaft extend service life of components.

DRIVE AXLE

- Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
- Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.
- Parking brakes on ALL drive axles for optimal performance.
- Cognis EMGARD® Synthetic Axle Lube for all Rear Axles.

ENGINES & RELATED SYSTEMS

- Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
- Silicone radiator and heater hoses enhance value, durability and reliability.
- ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
- Low coolant level sensor warns of low coolant condition to prevent engine damage.
- Constant tension and torque band clamps reduce leaks.
- Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.
- Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
- Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
- 12 Volt System with circuit protection for reliable easy maintenance and service.
- Composite fan is light-weight but strong and corrosion resistant.
- Full fan shroud, ring and rubber boot improves under hood airflow and provides a robust fan-to-radiator shroud interface for greater cooling capacity.
- Maintenance free 12V batteries provide reliable power for starting and accessories.
- Stranded copper battery cables are double aught (00) or larger to reduce resistance.
- Stainless steel air cleaner straps, brackets and fasteners provide a durable bright finish.
- Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.
- Washer bottle with 1.3 gallon capacity extends maintenance intervals to refill.
- Polished stainless steel grille with a distinctive punched oval grille pattern provides a durable bright finish.
- Stainless steel flex exhaust tubing & clamps provide durability.
- Optimized exhaust routing to simplify the truck order process and provide optimal performance.
- 5" diameter chrome plated steel standpipe cools exhaust for safety.

TRANSMISSION & RELATED SYSTEMS

- Synthetic lubricant to reduce friction, improve efficiency and extend component life.
- Magnetic transmission oil drain plug captures and holds any metal fragments in transmission oil to extend service life.
- Coated driveshaft splines extend service life.
- Configured Clutch to simplify the truck order process and provide optimal performance.
- Torque limiting clutch brake

AIR SYSTEM

- Engine mounted air compressor with remote mounted air system filter dryer to

reduce moisture in air system components.

- Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.
- Schrader valve for charging of air system from external source.

FUEL TANKS

- Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.
- Under cab fuel tanks include steps for cab access.
- Single fuel tank will receive a single draw / single return fuel system.
- Dual fuel tanks will receive dual draw / dual return fuel system equalizes fuel load.
- Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of the fuel pickup tube.
- Optimized filler neck location on under cab fuel tanks optimizes access and safety.
- Paddle handle filler cap with threadless filler neck to avoid stripping
- Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM

- Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality.
- Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
- Automatically resetting circuit breakers in selected circuits
- Braided chassis harness cover provides durability.
- Convoluted tube covering on harnesses protects from chaffing.
- Wires numbered every 4 inches or less for ease of serviceability.
- Power distribution center in cab is centrally located in a protected environment for easy access.

CAB / HOOD

- Proprietary all-aluminum cab is light weight and durable for long service life.
- Light-weight, gently sloped, hood with and one-piece grille crown improves air flow and increases visibility.
- Spring assisted 90 degree hood opening for serviceability.
- Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.
- Hood latch on each side secures the hood to the cowl.
- Three point rubber cab mounting
- One piece roof reduces potential for leaks.
- Lap seam construction and aircraft fasteners has greater clamp load than rivets.
- Bulkhead style doors provide virtually water-tight, rattle-free performance.
- Extruded aluminum door frames for strength and durability.
- Full length, heavy-duty piano-type stainless steel door hinges and pins provide durability.
- View window in RH door for safety.
- Electric windshield wipers and washers with intermittent wiper function
- Grab handles mounted on cab LH & RH for cab access.
- Convex mirror over RH door and below each rear view mirror for improved visibility and safety

CAB INTERIOR

- Upper and lower dash panels in a dark charcoal color that is not only easier to clean and shows less scratches and scuffs, but also improves driver visibility due to less glare.
- Contoured door pads featuring integrated ergonomic armrests for driver comfort
- LH & RH door mounted map pockets with built-in courtesy lights
- Power lift passenger window controls integrated into the door panel are within easy reach of the driver for safe and convenient operation.
- Padded vinyl headliner is easy to clean.
- Two inside sunvisors with map straps provide driver and passenger comfort and convenience.
- Two coat hooks for driver and passenger convenience.
- Integrated cup holder in dash
- Cast rubber flooring with integral sound barrier.
- Heater / air conditioner with dedicated side window defroster
- Adjustable steering column
- Key start ignition for an automotive feel.
- Ignition and doors keyed alike for driver convenience.
- Cigar lighter and ashtray with power port
- Integrated "dead pedal" for driver comfort.
- Five ergonomically positioned entry / egress grabhandles
- Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience.
- Header mounted dome light

- Driver and passenger dome and reading lights
- Footwell lighting
- 12-volt power outlet in dash
- Peterbilt in-dash Navigation System available

LIGHTS

- State-of-the-art halogen projector module pod headlights increase visibility.
- 'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm.
- Headlights turn on automatically when windshield wiper blades are activated.
- Polished cast aluminum headlight pod housing with LED side-turn indicators and an impact resistant lens matches durability with style.

DASH & INSTRUMENTATION

- Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information system such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance.
- Ergonomic dash provides enhanced driver comfort and productivity.
- Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading.
- LED backlit gauges to prevent eye fatigue.
- Standard warning lights with audible alarm for high coolant temperature, low oil pressure and low air pressure
- Warning indicators for high beam, parking brake, turn signals, low fuel, road surface ice potential
- Seat belt reminder
- Cruise control for driver convenience.
- Rocker switches with long-life LED indicators that are easy to reach for driver safety and convenience.

PAINT

- The best paint in the industry: Dupont Imron Elite two-stage non-metallic paint, one color cab / hood

74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	<p>Peterbilt hoods tilt a full 90-degrees providing class-leading engine compartment access for optimum serviceability of all components. All other OEMs hood tilt at approximately 75% or worse.</p> <p>In addition, Peterbilt's cabs do NOT have dog-houses which push the back end of the engine into the cab. Peterbilt's engine bay with no dog-house provides the best engine access for service in the industry.</p> <p>Peterbilt's 2-piece windshield offering provides for the lowest cost AND shortest downtime when replacing broken windshields. Approximately \$75 & 30 minutes vs approximately \$400 & 3-4 hours vs 1-piece windshields.</p> <p>Peterbilt offers individually replaceable gauges that allow for fast & inexpensive gauge replacement. Approximately 10 minutes & \$50 to replace a gauge in the gauge "cluster" vs ALL other OEMs needing the entire cluster replaced if 1 gauge goes out - approximately \$1,200 & 1-2 hours.</p> <p>Peterbilt's cabin air filter is located out of the elements and easy to access near the passenger footwell. Other OEMs have external cabin air filters that require the windshield cowl to be removed and are exposed to the elements.</p> <p>Peterbilt uses weatherpack connectors with o-ring seals on wiring connection points to keep the elements out and provide secure connections. All wires clearly numbered (every 4 inches) and include aluminum tags to help identify them for easier service.</p> <p>Air lines are color-coded for simple tracing.</p> <p>Published Labor Times for Common Maintenance and Repair Items Show that a Peterbilt can Save up to 20% on Labor Costs</p> <p>Peterbilt conventional Medium-Duty trucks and 365/367/389 use a 3/8" piano hinge for door mounting. Other OEMs use light-duty-automotive style hinges (2). Piano hinge maintains door alignment over the life of the truck vs door alignment required for other OEMs. Improper door alignment wears the rubber-seal/weatherstripping and can even wear metal, causing element & wind noise intrusion as well as corrosion.</p> <p>Peterbilt trucks come standard with on-board-diagnostics, visible to the driver via the "Driver Information Display". The on-board diagnostics will alert the driver of a fault code and provide the fault code number and a brief description. If the fault requires service soon or immediately the display will provide the driver with the level of the fault and the time (in hours) to de-rate and if severe, the time in hours to (shut-down). If, for example, a fault has a time in hours to de-rate of 5-hours and the operator has only 2 hours left in their route, they can finish their route and return to their shop or take to the dealer at the end of their route. Without on-board-diagnostics and just a simple dash light, operators would often times cut their route off as soon as the light illuminated.</p> <p>Peterbilt also offers Remote-diagnostics via our SmartLinq system. SmartLinq (free for the first 2 years on all Class 8 Peterbilt Models) provides the same information noted above (on-board-diagnostics) but additionally through a desktop and/or mobile app format. The SmartLinq web portal can be set up for management by one or several fleet personnel and provides a dashboard that will display a map of all SmartLinq-enabled trucks the fleet operates. The vehicles move on the map in real time and will display color-coded symbols to denote their current operating status (i.e. green-normal, yellow-service soon, red-service now, etc.). Each truck can be clicked on for more detailed information. Email notifications can be set up to alert the fleet SmartLinq administrator(s) when a truck experiences a fault code and can be tailored to only alert when faults are mission disabling, etc. More information can be found at https://www.peterbilt.com/innovation/technology/smartLINQ</p> <p>Peterbilt dealers offer "RapidCheck" service. Peterbilt launched the Rapid Check service program to provide diagnostics and an estimate of repairs in two hours or less.</p> <p>The program is available throughout the more than 405 locations in the Peterbilt dealer network.</p> <p>Within two hours, Rapid Check provides basic vehicle diagnostics, with more complex diagnostics if necessary. The information is evaluated and repairs are provided along with an estimated time needed to complete the work - again; all within 2 hours.</p> <p>The service is being offered to maximize customer uptime. The service is available for ANY truck make or model, not just Peterbilt.</p>
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - paccar-2019-Annual Report.pdf - Wednesday May 06, 2020 07:48:59
 - [Marketing Plan/Samples](#) - Marketing Plan.pdf - Friday May 29, 2020 11:40:01
 - [WMBE/MBE/SBE or Related Certificates](#) - Montana Peterbilt LLC - MBE.pdf - Monday June 08, 2020 14:38:16
 - [Warranty Information](#) - Warranty Schedule.pdf - Tuesday June 09, 2020 07:50:55
 - [Pricing](#) - SOURCEWELL CUSTOMER PRICING CY2021-2024 RFP Proposal - Peterbilt Motors Company.pdf - Tuesday June 09, 2020 09:17:49
 - [Additional Document](#) - Peterbilt Dealer Directory.pdf - Friday May 22, 2020 12:40:07

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joe Curran, National Fleet Sales Manager, Peterbilt Motors Company

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--

**AMENDMENT #1
TO
CONTRACT #060920-PMC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Peterbilt Motors Company** (Vendor).

Sourcewell awarded a contract to Vendor to provide Class 4-8 Chassis with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective July 30, 2020, through August 1, 2024 (Contract).

The parties wish to amend the Contract to replace Vendor’s updated Authorized Representative from Joe Curran to:

Wesley Slavin
Director of Sales Operations
940-591-4016
Wesley.Slavin@paccar.com

Except as amended above, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
By: _____
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
Date: 11/15/2022 | 4:58 PM CST

Peterbilt Motors Company

DocuSigned by:
Wesley Slavin
By: _____
1F9131C515EB407...
Wesley Slavin, Director of Sales Operations
Date: 11/15/2022 | 1:37 PM CST

Approved:

DocuSigned by:
Chad Coauette
By: _____
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO
Date: 11/15/2022 | 8:39 PM CST



Commission Meeting Date: June 4, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Commercial Side Loader

From: Doug Alm, Vehicle Maintenance Manager

Initiated By: Public Works Department

Presented By: Christoff T. Gaub, Public Works Director

Action Requested: Approve Purchase

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of one new 548 Peterbilt tandem axle cab & chassis with a GS Products Commercial Side Loader from Jackson Group Peterbilt of Missoula, Montana through Sourcewell, for a total of \$329,114.00.”

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

Staff Recommendation: Staff recommends the City Commission approve the purchase of one new 548 Peterbilt tandem axle cab & chassis with a GS Products Commercial Side Loader body from Jackson Group Peterbilt of Missoula, Montana through Sourcewell, for a total of \$329,114.00.

Background:

Purpose

This tandem axle cab & chassis from GS Products will be utilized in the Sanitation Division for commercial solid waste collection. This commercial route has an average of 75 stops per day.

Evaluation and Selection Process

The recommended purchase and installation will be procured through the City’s membership in Sourcewell, which is a governmental purchasing service cooperative based in Minnesota. The City secures memberships in governmental cooperative purchasing entities under §§ 18-4-124 and 18-4-401 *et seq.*, MCA and those memberships access a wide range of products and services from competitively solicited bids and proposals from various vendors. The City can then work with the contract managers at the purchasing cooperative to verify pricing and ask questions about contract structures, and ultimately enter into contracts directly with the vendors to purchase the products and services offered through the cooperative purchasing structure. In this particular case, the City is accessing a Sourcewell contract for a tandem axle cab & chassis with a Commercial Side Loader with Jackson Group Peterbilt of Missoula, Montana.

This new unit has many improvements that will make it more effective and efficient than the old unit. Improvements include:

- Disc brakes for front and rear axles
- LED lights
- Improved driver and passenger seats
- Antilock brakes
- PX 9 Engine with fuel saving technology
- One-year warranty

The new tandem axle cab & chassis with a GS Products side loader will replace unit #917, a 2013 Peterbilt 520 with 12,284 hours of operation. This side load truck is 11 years old, which is within the 10 to 12 year life cycle for this type of unit. The old unit is being retained for use on a cardboard route that has less volume than a standard commercial route, which occurs weekly Mondays with 98 stops and Thursdays with 24 stops.

Conclusion

The bid specifications from Sourcewell meet the City's current specifications for a tandem axle cab & chassis with a side loader.

Fiscal Impact: Funds for this scheduled purchase from the ERS (Equipment Revolving Schedule) will be provided in the FY 2024-25 Central Garage Budget. The new unit costs \$329,114.00, which is a 59% increase in price from 2013, due to inflation and supply chain issues.

Alternatives: The City Commission could vote to reject the purchase of this new tandem axle cab & chassis with a commercial side loader. Rejecting this purchase would have a significant negative effect on the City's ability to service commercial sanitation customers in a timely manner. Since the City is gaining additional commercial accounts, this would add extra wear and tear to these resources. Deferring this purchase would lead to extended downtime and increased maintenance costs of the current unit and slow the Sanitation Division's ability to perform routine services. Postponing this purchase would also have a negative effect on the division's ERS, impacting future purchases.

Attachments/Exhibits:

Jackson Group Peterbilt, Inc. – Invoice
Sourcewell Contract #060920 – Peterbilt



MISSOULA PETERBILT, INC.

9550 CARTAGE ROAD • MISSOULA, MT 59808 • PHONE (800) 332-5750

705782
INVOICE

Sold To: City of Great Falls
1025 25th AVE NE
GREAT FALLS MT 59404
406-771-1401

Ship To: City of Great Falls
1025 25th AVE NE
GREAT FALLS MT 59404

SALESMAN Todd Whitman				DATE 11/5/2023		DEAL # 705782	
VEHICLE SOLD	YEAR	MAKE	NEW OR USED	STOCK NUMBER	MODEL	VIN	ENGINE NO
	2025	Peterbilt	New	Order Out	548	TBD	PX9
TRADE IN							
OPTIONAL EQUIPMENT AND ACCESSORIES							
Lien Holder:				DESCRIPTION			
<p style="font-size: 2em; font-family: cursive;">Sourcewell Program # 066920</p>				Selling Price \$160,214.00			
				Body/Bed			
				Extended Warranty			
				Federal Excise Tax EXEMPT			
				Sales Tax			
				Tire Tax			
				License & Title			
				Document Fee			
				Kois Body Upfit \$168,900.00			
Ship to: G-S Products Commercial Side Loader				Total Cash Price: \$329,114.00			
Purchaser agrees that this agreement (the "Agreement"), together with the reverse side hereof, is entered into between it and MISSOULA PETERBILT, INC. ("DEALER"), that this Agreement cancels and supersedes any prior agreement between the foregoing parties, that as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR DEALER'S AUTHORIZED REPRESENTATIVE. Purchaser by execution of this agreement, acknowledges that Purchaser has received copy of the agreement, has read and understands the terms and conditions hereof, and has voluntarily entered into the same.				Deposit			
				Down Payment			
				Trade In			
				Less Payoff			
				Total Trade Equity			
				Total Due: \$329,114.00			

Customer Signature _____

Dealer Signature _____

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE

*NOVEMBER 2022 REVISION

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 060920

*DEALER TO FILL IN ALL GREY CELLS

JACKSON GROUP PETERBILT

City Of Great Falls

CUSTOMER SOURCEWELL #

PETERBILT MODEL 548

CHASSIS # TBD

CAB & CHASSIS LIST PRICE \$186,722

SOURCEWELL DISCOUNT % 15.00%

SOURCEWELL DISCOUNT \$ \$28,008

SOURCEWELL CAB & CHASSIS PRICE \$158,714

PETERBILT MODEL **SOURCEWELL DISCOUNT**

220/220EV 5.00%

MEDIUM-DUTY
535 - 536 - 537 - 548 15.00%

HEAVY-DUTY
365 - 367 - 520 - 520EV -
567 - 579 - 579EV - 389 25.00%

**TOTAL PRICE FOR ALL SOURCED
GOODS/SERVICES** \$1,500

BODY PRICE (IF APPLICABLE) \$168,900

**TOTAL PRICE FOR CAB & CHASSIS
AND ALL SOURCED
GOODS/SERVICES** \$329,114

NOTES



Solicitation Number: RFP #060920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Peterbilt Motors Company, 1700 Woodbrook Street, Denton, TX 76205 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor's Dealer will perform a Pre-Delivery Inspection (PDI) which is included in the price of the vehicle. Any issues with the Equipment or Products will be addressed at PDI and corrected through the Vendor warranty process.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor's Dealer, referencing Vendor's contract number. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor's Dealer will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcwell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn:

Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcwell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

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

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

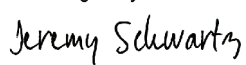
J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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

Sourcewell
DocuSigned by:
By: 
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 7/30/2020 | 3:01 PM CDT

Peterbilt Motors Company
DocuSigned by:
By: 
CFFDD7DEA5F948D...
Joe Curran
Title: National Fleet Sales Manager
Date: 7/30/2020 | 3:21 PM CDT

Approved:
DocuSigned by:
By: 
7E42B8F817A64CC...
Chad Coquette

Title: Executive Director/CEO

Date: 7/30/2020 | 3:24 PM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Peterbilt Motors Company
Address: 1700 Woodbrook St
Denton, Texas 76205
Contact: Joe Curran
Email: joe.curran@paccar.com
Phone: 615-613-1394
Fax: 615-613-1394
HST#: 91-0351110

Submission Details

Created On: Monday May 04, 2020 08:12:45
Submitted On: Tuesday June 09, 2020 14:02:13
Submitted By: Joe Curran
Email: joe.curran@paccar.com
Transaction #: e7632b47-150f-42d4-8811-8eb9b224a263
Submitter's IP Address: 165.225.0.105

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Peterbilt Motors Company
2	Proposer Address:	1700 Woodbrook Street Denton, Texas 76205
3	Proposer website address:	http://www.peterbilt.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Joe Curran National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 joe.curran@paccar.com (615) 613-1394
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joe Curran National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 joe.curran@paccar.com (615) 613-1394
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mitesh Naik Director of Medium Duty Truck Sales 1700 Woodbrook Street Denton, Texas 76205 (940) 591-4107

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>7</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Peterbilt Motors Company was founded in 1939. For 80+ years Peterbilt has been manufacturing Medium-Duty and Heavy-Duty commercial trucks for the U.S. & Canadian Market. We are proud to be American-owned, headquartered in the great state of Texas. Peterbilt operates manufacturing and parts distribution facilities across the U.S. & Canada and has a large independently owned & operated dealer network consisting of 405 locations and adding on average of 25 locations per year. Our trucks are recognized as the most reliable, durable, and highest quality trucks, well suited for the harshest vocational applications that government/municipal fleets operate in on a daily basis.</p> <p>Peterbilt's core values:</p> <p>1) Purposeful Innovation, 2) Individualized Solutions, 3) Enduring Craftsmanship, and 4) Pride and Class</p> <p>1) Purposeful Innovation – Provide technologically advanced products and services that deliver outstanding performance and value.</p> <p>2) Individualized Solutions – Customize every Peterbilt product to meet the unique business needs of the customer, and support the customer with after-sales programs and services tailored to them.</p> <p>3) Enduring Craftsmanship – Manufacture the industry's most durable and reliable trucks, assembled to the highest quality standards by the industry's proudest employees.</p> <p>4) Pride & Class – Maintain a passion for unrivaled performance, forged out of the heritage of the iconic brand and focused on inspired styling and a premium driver experience.</p> <p>Peterbilt's business philosophy</p> <p>Peterbilt's business philosophy is to produce the highest quality, most durable, reliable trucks on the market that provide our owners with years of dependable and efficient service and therefore the best return on investment.</p> <p>Peterbilt trucks are designed to last longer than any other truck on the market - on purpose! Peterbilt is the most highly desired truck on the used-truck market for a reason; the trucks are still reliable & dependable and can provide many more years of service. In fact, 94% of Peterbilt trucks in-serviced 20 years ago are STILL being in-serviced now - far better than competing OEMs.</p>
<p>8</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Peterbilt has marketed the Sourcewell Program on it's website; both internally and externally. We take every opportunity to advertise our contract with Sourcewell; trade-shows, conventions, expositions, dealer open houses, and dealer training events, etc.</p> <p>We hold Sourcewell Webinars for our entire dealer network multiple times/year and release Dealer Bulletins to further communicate and promote our contract.</p> <p>If awarded, we would continue to aggressively promote our Sourcewell contract both internally & externally at events, through training, marketing, social media, etc. Our expectation is that Sourcewell members will continue to utilize the Peterbilt contract in order to secure vehicles that offer class leading reliability, durability, and value.</p>

9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Peterbilt is a Division of Paccar, Inc. (www.paccar.com).</p> <p>Paccar Inc designs, manufactures, and distributes light, medium, and heavy-duty commercial trucks in the United States, Europe, and internationally. The company operates in three segments: Truck, Parts, and Financial Services. The Truck segment designs, manufactures, and distributes trucks that are used for the over-the-road and off-highway hauling of commercial and consumer goods. It sells its trucks through a network of independent dealers under the Kenworth, Peterbilt, and DAF nameplates.</p> <p>PACCAR had an outstanding year in 2019, generating record revenues and profits as well as industry leading operating margins. Revenues climbed to \$25.6 billion and net income was \$2.39 billion; delivering an after-tax return on revenue of 9.3%. The company has earned annual net income for 81 consecutive years.</p> <p>PACCAR's financial results reflect the company's premium-quality trucks and services, technology leadership, strong global truck markets and record truck deliveries, complemented by record aftermarket parts sales and good financial services results worldwide. These excellent results were due to the capabilities and efforts of our employees who delivered industry leading product quality, innovation and outstanding operating efficiency.</p> <p>PACCAR delivered a record 198,800 trucks to its customers, and sold a record \$4.02 billion of aftermarket parts. PACCAR's excellent credit ratings of A+/A1 supported PACCAR Financial Services' record new loans and leases of \$5.63 billion. Year-end stockholders' equity was a record \$9.71 billion.</p> <p>Class 8 truck industry retail sales in North America, including Mexico, were 336,000 vehicles in 2019 compared to 311,000 the prior year. The European 16+ tonne market in 2019 was 320,000 vehicles compared to 319,000 in 2018. PACCAR customers are generating good profits due to strong freight tonnage, low fuel prices and the superior operating efficiency of Kenworth, Peterbilt and DAF trucks.</p> <p>PACCAR's strong financial performance in 2019 benefited from PACCAR Parts' record pre-tax profits of \$830.8 million and PACCAR Financial Services' pre-tax profits of \$298.9 million. After-tax return on beginning stockholders' equity was an industry leading 27.8% in 2019. PACCAR's financial performance has enabled the company to declare \$7 billion in dividends during the last ten years, which is over 50% of the net income generated during that same period. PACCAR's total stockholder return in 2019 was 45% versus 31% for the S&P 500 Index.</p> <p>Paccar Annual Report attached.</p>	*
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Class 6/7: 8.50% Class 8: 15.00%</p> <p>Above numbers take into account ALL trucks/tractors with the majority being freight-hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share is overall 22% (Class 6/7/8 - all inclusive).</p>	*
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Class 6/7: 7.70% Class 8: 11.30%</p> <p>Above numbers take into account ALL trucks/tractors with the majority being freight-hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share is overall 21% (Class 6/7/8 - all inclusive).</p>	*
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No.</p>	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Peterbilt Motors Company is a manufacturer of commercial trucks. Peterbilt has a dealer network of 405 locations across the U.S. & Canada. Peterbilt dealers are independently owned & operated. All Peterbilt dealers must meet stringent sales, service, and parts support requirements as set forth in their dealer contract with Peterbilt Motors Company & Paccar, Inc.</p> <p>Peterbilt dealers employ 1,000+ salespersons across the U.S. & Canada. Dealer sales personnel are required to stay up to date on the latest product updates, industry technologies, emissions, etc through in-person & on-line training throughout each calendar year. All Peterbilt dealer salespersons are licensed to sell in the States they are assigned.</p> <p>In addition to the dealer network sales force, Peterbilt Motors also employs a factory-sales-management staff of approximately 40; 13 of which are focused on Vocational Trucks, including government/municipal accounts. Peterbilt also employs an individual dedicated to government contracts and the Sourcewell contract. Peterbilt factory sales managers are required to complete truck product, and all other industry related training throughout the year. All Peterbilt factory sales managers are licensed to sell in the States they are assigned.</p> <p>Peterbilt dealer AND factory sales forces work collaboratively with fleets to ensure the customer experience is optimized in regards to truck specifications, performance, etc.</p> <p>Peterbilt dealer service network includes 405+ locations (add ~25/year), 60 independent dealer groups, 5,000+ dealer personnel, and highly trained technicians that are ALL 100% factory certified. Peterbilt dealer locations perform all levels of service work from standard preventive maintenance to warranty repairs to complete engine rebuilds. Dealers also offer custom maintenance solutions including contract maintenance, mobile service, and on-site technician support.</p> <p>Peterbilt dealers offer on-site comprehensive fluid analysis, DOT inspections and RapidCheck Express Service (provide diagnostics and an estimate of repairs in two hours or less). Dealers offer drop off service as well as pick-up and delivery. Dealers also provide Mobile Service truck for repairs at your locations.. 24/7 roadside assistance as well as a 24/7 repair hotline also available at 1-800-4-PETERBILT.</p> <p>Peterbilt factory service support management team consists of 30+ individuals across the U.S. & Canada that work collaboratively with our dealers service managers and technicians to take care of our customers & their trucks, from in-depth troubleshooting to warranty & policy support.</p>
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<p>14</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Peterbilt Manufacturing facilities are ISO 9001:2008 certified.</p> <p>Peterbilt maintains ISO 14001:2015 Environmental Management System (EMS) to improve its environmental programs and to reduce the environmental impacts of its operations and activities.</p> <p>Peterbilt trucks conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS).</p> <p>Peterbilt trucks are equipped with emission control equipment to comply with all applicable US Environmental Protection Agency (EPA) regulations governing control of air pollution from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, all vehicles conform to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture.</p> <p>The exterior sound level of Peterbilt vehicles conforms to the noise legislation of the US Department of Transportation and the EPA.</p> <p>The interior sound level of Peterbilt vehicles, when measured in accordance with the test procedure of SAE J336 do not exceed the decibels per hour dictated in the test procedure.</p> <p>Peterbilt brake systems meet all NHSTA FMVSS regulations.</p> <p>Peterbilt trucks are equipped with a lighting system that conforms to the requirements of FMVSS 108.</p> <p>Peterbilt standard seat belt assembly (shoulder and lap), restraint system hardware, mounting, and performance conform to FMVSS Nos. 208, 209, 210.</p> <p>All instruments, indicators, and panel controls are located, identified and illuminated to conform to 49 CFR, Part 571, FMVSS No. 101.</p> <p>Peterbilt dealers are authorized/certified/licensed to sell Class 5-8 commercial trucks in the States & Provinces in which they do business.</p>	<p>*</p>
<p>15</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A</p>	<p>*</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2015 - Peterbilt Denton achieved ISO 14001 environmental and 'no-waste-to-landfill' certifications..</p> <p>2016 - The PACCAR MX-11 was named a Top 20 product by Heavy Duty Trucking magazine.</p> <p>2016 - Peterbilt's truck factory in Denton, Texas and the PACCAR engine factory in Columbus, Mississippi earned Frost and Sullivan's "Manufacturing Leadership" awards for operational excellence and incorporation of the "Internet of Things" into manufacturing processes.</p> <p>2017 - The PACCAR Engine Factory in Columbus, Mississippi earned the "2017 Quality Plant of the Year" award from Quality Magazine.</p> <p>2018 - Peterbilt in Denton, Texas, the PACCAR engine factory in Columbus, Mississippi and PACCAR Ste-Thérèse, Canada each earned a prestigious Manufacturing Leadership Award from Frost & Sullivan, a leading industry research firm.</p> <p>2019 - Peterbilt Denton earned "Manufacturing Leadership" awards from the National Association of Manufacturers.</p> <p>2019 - PACCAR was honored as a global leader in environmental practices by environmental reporting firm CDP, earning recognition on the 2019 CDP Climate Change A List.</p> <p>2019 - Peterbilt was recognized as a "Top Place for Women to Work" by the Women in Trucking organization.</p>
17	What percentage of your sales are to the governmental sector in the past three years	2%
18	What percentage of your sales are to the education sector in the past three years	<1%
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Peterbilt Motors Company only Cooperative purchasing contract is with Sourcewell.</p> <p>Rush Truck Centers holds contracts with The Florida Sheriffs Association (FSA) and the Houston-Galveston Area Council (H-GAC). Annual volume data available by request through Rush Enterprises.</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Southeastern Public Service Authority - Chesapeake, VA	Angie Hutchins	757-961-3562
County of Fresno, CA	Mike Downing/Ken Christiansen	559-600-7528 559-600-7511
Algonquin Township, IL	Andrew Gasser	850-866-0155
City of Portsmouth, VA	Kenny Strickland	757-393-8629
City of Virginia Beach, VA	Reggie Padgett	757-385-1925

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
United States Postal Service	Government	District of Columbia - DC	Medium Duty & Class 8 truck & tractors Trucks purchased: Peterbilt Model 220 Cab-over 33,000lb GVW trucks. Peterbilt Model 337 Conventional 33,000lb GVW trucks. Peterbilt Model 348 Conventional 43,000lb GVW trucks. Peterbilt Model 520 Cab-over 43,000lb GVW trucks. Peterbilt Model 520 Cab-over 80,000lb GVW tractors.	Grand Total: 2,200 over the last 3 years	Approximately \$175 Million
City of Los Angeles	Government	California - CA	Medium Duty & Class 8 trucks	83 over the last 3 years	Approximately \$10 Million
City of Phoenix	Government	Arizona - AZ	Class 8 Trucks	59 over the last 3 years	Approximately \$7.5 Million
City & County of Honolulu	Government	Hawaii - HI	Class 8 Trucks	38 over the last 3 years	Approximately \$5 Million
City of Baltimore	Government	Maryland - MD	Medium-Duty Trucks (Class 6/7)	31 over the last 3 years	Approximately \$2.5 Million

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	<p>Peterbilt Motors Company Factory Sales force consists of Peterbilt's General Manager (equivalent to VP/President at other companies), Assistant General Manager, 3 General Sales Managers over the U.S. & Canada that have a total of 6 Region Managers reporting to them based out of Philadelphia (East), Nashville (South), Denton/Dallas (Midwest), Chicago (Great Lakes), Scottsdale/Phoenix (West), and Toronto (Canada). Each Region Manager oversees 3-4 District Sales Managers. In addition, Peterbilt Motors has a separate Medium-Duty Sales Team (1 per Region/Canada), Vocational Sales Team (1 per Region/Canada), and National Account Sales Team (1 per Region/Canada). Peterbilt also has one National Fleet Sales Manager that is dedicated to the Sourcwell Account.</p> <p>All Sales personnel mentioned above collaborate with Peterbilt's Dealer Network Sales teams which consists of 1,085 individuals throughout the US & Canada, including Sales VPs, Directors, Managers, Sales Personnel, and Sales Administrators.</p> <p>Peterbilt Motors Company also has 3 Dealer Sales Councils comprised of Sales Managers and Representative from all over the US & Canada. The 3 Councils are: National-Accounts Sales Council, Vocational/Government Sales Council, and Medium-Duty Sales Council.</p>

<p>24</p>	<p>Dealer network or other distribution methods.</p>	<p>Peterbilt Motors Company's dealer network is independently owned & operated. Peterbilt's dealer network consists of 405 locations across the US & Canada with plans to be at 430 by the end of CY2020. In addition to the dealer network, Peterbilt's dealers are supported by 7 Paccar-owned Parts Distribution Centers strategically located across the US. The Parts Distribution Centers maintain a 99% fill-rate.</p> <p>In addition to Peterbilt Dealer parts inventories AND the Paccar Parts Distribution Centers, Peterbilt also offers All-Makes parts at over 300 TRP locations and online at https://trpparts.com/</p> <p>Peterbilt dealers also maintain strong relationships with several Body-Manufacturers. Many of these Body-Companies are Sourcewell members and stock vehicles that utilize Peterbilt trucks.</p>
<p>25</p>	<p>Service force.</p>	<p>Peterbilt Motors Company maintains an extensive Corporate service force consisting of a General Manager of Service, Assistant General Manager of Service (GM titles at Peterbilt are equivalent of VP at most companies), Director of Field Service, Director of Warranty, 6 Region Service Managers located across the US (East-Philadelphia, South-Nashville, Midwest-Dallas, Great Lakes-Chicago, West-Phoenix, and Canada-Toronto). Each Region Manager has 3 District Service Managers and 2 Engine Service Managers.</p> <p>The dealer network consists of 5,767 service personnel (Service Managers, Shop Foreman, Technicians, Service Advisors, Service Writers, etc.).</p> <p>Peterbilt Motors Company also has a Dealer Service Council that meets multiple times annually to discuss all things service, preventive maintenance, warranty, etc.</p>
<p>26</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Peterbilt's Customer Service Program, TruckCare, starts with the initial request for service from the customer. Fleets can rely on Peterbilt TruckCare (https://partsandservice.peterbilt.com/roadside/) to connect them to the help they need 24 hours a day, 365 days a year. Wherever in the U.S. or Canada, Peterbilt's dealer network will get you back on the road as fast as possible:</p> <ul style="list-style-type: none"> • Fast help when you call 1-800-4-PETERBILT • Free registration • Assistance with towing, jump and pull starts, tires, mechanical repairs and preventive maintenance services • An efficient roadside assistance system that tracks all aspects of your job • Custom-mapping technology including On-board diagnostics through SmartLinq that locates the nearest Peterbilt dealer, other PACCAR dealer or independent service provider to best assist you • Personalized customer profiles to specify your roadside assistance preferences • Bilingual representatives and translation service to ensure quality assistance in any language <p>Peterbilt Dealers must achieve a year-to-date TruckCare Preventive Maintenance Customer Service Score of 90% or higher from Peterbilt Motors Company. The Preventive Maintenance Customer Service Score for each dealer location will reflect a score based upon the following criteria:</p> <ol style="list-style-type: none"> 1. Dealer's ability to set firm appointment 2. Resolving all customer complaints regarding service quality, customer treatment, or any other complaint deemed reasonable brought to the attention of the Customer Center. 3. Dealer holding appointment slot for customer. 4. Customer is not to wait longer than 1 hour from the scheduled time of the appointment 5. Customer to receive a completed copy of the Preventive Maintenance Inspection Form at the completion of the service. <p>New to Calendar Year 2020 is Peterbilt's "Platinum Service Center Certification". The program is intended to provide superior service for customers. The certification process is stringent: Platinum Factors for Dealerships' scores are based on factors including:</p> <ul style="list-style-type: none"> • Facilities and drivers lounges. • Expanded hours of service. • Parts availability. • Triage procedure. • Having certified Paccar MX engine technicians. <p>Platinum Service Center locations will receive a special designation in Peterbilt's dealer locator on the company's website as well as a plaque to showcase in their dealership.</p> <p>Customer service is also a reflection of parts support; without the needed parts on hand a service event can be significantly delayed.</p>

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27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in the United States. *
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in Canada. *
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Peterbilt services ALL geographic areas in the US & Canada. *
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Peterbilt will fully service ALL Sourcewell participating entity sectors. *
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - No specific contract requirements or restrictions apply to Sourcewell entities in Hawaii, Alaska, or other US Territories. *

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Peterbilt Motors Company Marketing strategy for promoting the Sourcewell Contract consists of the following:</p> <p>Internal Dealer Bulletins (sent out to all Dealers Management & Sales Personnel) that announce the program, describe the program, provide pricing, and contact details.</p> <p>Peterbilt Intranet site: Sourcewell is the ONLY entity that has it's own dedicated page on Peterbilt Motors' internal website. The site contains an overview of the program, quick reference guide, customer presentation template, pricing guide, contact information & more.</p> <p>Peterbilt has and will promote Sourcewell at all Vocational/Government shows, conferences, and expos at which we exhibit; NTEA Work Truck Show, WasteExpo, Electric Utility Fleet Managers Conference (EUFMC), International Construction and Utility Electrical Expo (ICUEE), etc. This includes Peterbilt created marketing materials (see attached) as well as Sourcewell provided pop-ups, flags, truck vinyl logos, etc.</p> <p>All of Peterbilt's on-site training events include a module on Sourcewell. On-site training is held at Peterbilt's manufacturing locations on a quarterly basis and is open to all Dealer personnel. In addition to training held at Peterbilt facilities, Peterbilt also holds sales/product training at most major shows (NTEA, WasteExpo, etc) that also include module on Sourcewell.</p> <p>Peterbilt markets our Sourcewell contract on Social Media (Facebook, Twitter, LinkedIn).</p> <p>Peterbilt's dealer network actively promotes their participation in the Peterbilt Sourcewell contract through their websites, social media, and exhibition at various shows including local and regional APWA events.</p> <p>See attached "Marketing Plan" in documents section.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Peterbilt Motors has and will continue to market Sourcewell on our Facebook page and Twitter account. Peterbilt will significantly increase our social media posts in general over the next several years with Sourcewell being part of that.</p> <p>Peterbilt's dealer network utilizes Facebook, Twitter, and LinkedIn primarily to promote their participation in the Sourcewell contract and to make announcements regarding customer procurement via the contract, etc.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role in promoting contracts arising out of this RFP would be to announce the contracts on their website and conduct email campaigns to Sourcewell members. Sourcewell's role is to continue to be present at major shows, expositions, and conferences to actively promote Sourcewell in general and provide assistance to contract holders to actively promote their specific contracts, including providing marketing materials, pop-up flags, truck decals, etc. Sourcewell should continue to offer sponsorship opportunities at major events for contract holders to participate - example) Peterbilt Motors sponsored the "Public Procurement Reception" at WasteExpo in CY2020.</p> <p>Peterbilt Motors Company integrates the Sourcewell contract by setting sales goals for its District Sales Managers and Vocational Sales Managers that involve key government/municipal target accounts in their territories with an emphasis on promoting our Sourcewell Contract.</p> <p>Peterbilt Dealers are provided with presentation templates, marketing material, and filtered spreadsheets of all Sourcewell members in their specific areas of operation. Sales Blitzes and joint sales calls with factory personnel are held monthly.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Peterbilt products are not available through an e-procurement ordering process; only through Peterbilt Dealers and Sourcewell Member Body-Companies that sell complete/turnkey units to Sourcewell members.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *

<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Peterbilt Motors Company offers on-site and on-line product training, maintenance/service training, and many other courses relevant to the municipal/vocational truck market.</p> <p>Online training is available to all Sourcewell members 100% FREE of charge. Members would need to simply log into: www.peterbilt-fleettraining.com and create a username & password. Any member can take any course on the site and/or Fleet Managers can assign courses & track progress.</p> <p>The following are just some of the training on the site that is available:</p> <ul style="list-style-type: none"> Engine Service Low Power Visual Inspection Common Rail Troubleshooting Tandem Drive Axle Service Axle Kingpin Replacement Fuel System Flow and Components Common Rail Fuel System Engine Lubrication System Starting and Charging Systems Pending Active and Inactive Codes Clearing the MIL Light Smoke Analysis Low Power Diagnosis Manual Compression Testing EGR System Diagnosis Warning Lights DPF System Diagnosis DEF System Diagnosis Turbo System Diagnosis Diesel Emissions System Exhaust and Aftertreatment System Diagnosis NOx Sensor Diagnosis <p>On-site training is available from Peterbilt Motors Company Factory Training Department for a fee on a reservation basis. Training can be conducted at a Peterbilt Motors facility (factory, Region Office, etc.) or at a Sourcewell Member's fleet location.</p> <p>Peterbilt's Dealer Network also offers operation, maintenance, service and other training. This training is offered for a fee on a reservation basis.</p>
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<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>In addition to the standard features of Peterbilt trucks that will be listed below, Peterbilt trucks offer the following technological advances:</p> <p>SmartNav:</p> <p>A high-tech infotainment system, SmartNav delivers GPS navigation (truck maps), communications (integrates with cell phones) and vehicle monitoring (virtual gauges and other truck info) direct to an in-dash seven-inch color touch-screen. The SmartNav display enables intuitive interaction with an array of technologies, functions and apps, including truck camera systems. SmartNav features voice recognition and control, keeping hands on the wheel and eyes on the road. SmartNav integrates seamlessly with your phone via Bluetooth® connection and includes WiFi capability, making it easy to stay in touch no matter where you are. The integrated audio system plays through the truck speakers and can also accommodate satellite radio. The display is available in English, Spanish and French Canadian.</p> <p>SmartAir:</p> <p>Peterbilt's proprietary SmartAir system provides a factory installed, no-idle climate control solution that delivers maximum comfort while also reducing emissions and lowering fuel costs. The SmartAir system is powered by four, heavy-duty AGM batteries that are charged during normal driving conditions. When the engine is off, SmartAir provides quiet, efficient, high-power cooling capacity for up to 10 hours on a single charge. Peterbilt's SmartAir design features one of the smallest footprints in the industry. It also features on-board diagnostics, full automatic temperature control in A/C and heating modes and a digital LCD display that makes it easier to control the unit and provides battery monitoring. The system is fully integrated with Peterbilt's existing sleeper HVAC systems, resulting in increased cooling performance, enhanced reliability, reduced maintenance and lower overall operating costs.</p> <p>SmartLinq:</p> <p>Peterbilt's SmartLINQ remote diagnostic system complements fleet management operations by providing real-time notifications should a vehicle's onboard diagnostics system generate a service event. This easy-to-use, web-based</p>
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system helps you prioritize which trucks should be serviced at the next convenient opportunity or which may need immediate attention. SmartLINQ provides four levels of notification – Stop Now, Service Now, Service Soon and Informational – as well as the fault codes generated from any vehicle requiring service. SmartLINQ allows the fleet to proactively schedule a service appointment with a Peterbilt dealer to ensure the needed resources are available when the vehicle arrives for service, getting your truck back on the road as quickly as possible. With SmartLINQ, Peterbilt helps you eliminate unscheduled downtime.

Collision Mitigation:

Peterbilt offers both the Bendix Wingman Collision Mitigation System as well as the Meritor OnGuard System. These systems utilize forward radar detection to provide driver alerts and active braking when objects are detected in the road or if closing on the vehicle ahead. Systems also offer lane-keeping technology as well as side object detection. Camera-integrated option provides enhanced object detection and can even read speed limit signs and alert drivers if over the limit. Systems can provide electronic stability control to prevent rollovers as well as adaptive cruise control with reduces throttle and/or applies the service brakes to maintain safe distance with vehicles ahead.

HID + LED headlights:

Peterbilt offers both High-Intensity-Discharge headlights and LED headlights. HIDs provide the best available forward visibility, while LEDs provide superior wide-range/close-range lighting

Predictive Cruise:

Predictive Cruise if offered and provides (via forward radar sensor) for automated reduced throttle and/or service brake application to maintain safe distance with vehicles ahead.

Driver Performance Assistant:

When manual transmission is specified, Driver Performance Assistant provides a visual aid to drivers to encourage them to operate in the vehicles RPM "sweet spot" as well as "shift now" notifications to optimize shift patterns for operational efficiency and improved fuel economy.

Driver Information Display:

The standard Peterbilt Driver Information Display, located in the center of the dash cluster, provides the operator with the following selections via a toggle switch: Standard view shows cruise status, park-brake status, and gear selected. Optional views show virtual gauges (i.e. voltmeter, transmission temperature gauge), engine RPM display, shut-down timer, trip information (fuel economy, miles operated, hours operated, idle time, etc.), truck information (VIN, engine make/model, transmission make/model, etc.), and diagnostics/warnings (fault codes with descriptions).

Stability Control with Automatic Traction Control:

Electronic Stability Control prevents roll-over situation by applying the anti-lock service brakes to individual wheels to maintain truck balance when taking turns. Combined with automatic traction control, the technology greatly enhances safety for drivers/fleets.

Zinc coated frame rails:

Peterbilt offers a zinc coating for its frame rails and crossmembers that significantly reduces corrosion over the life of the truck.

Peterbilt offers a bump-fin style cooling system for extreme dirt environments to reduce wear on the engine.

Allison FuelSense:

Allison FuelSense technology optimizes shift patterns depending on the fleet's desired operating characteristics (power/max-fuel-economy/blend).

Peterbilt offers RollTek Air-Bag-equipped seats for enhanced safety in rollover accidents.

Peterbilt offers the full line of NFPA requirements including Seat & Occupancy sensor & warning, NFPA seats, NFPA grab handles, etc.

Peterbilt offers pre-wiring Provisions for fleet communication systems, camera systems, custom maintenance systems, etc.

Standard technology on Peterbilt trucks that provide value to fleets:

FRAME

Steel rails with gussets to maximize RBM.

Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint.

Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.

Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.

STEER AXLE

Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components.

Greaseless spring pins reduce maintenance and improve ride quality.

Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.

Glidekote splines on steering shaft extend service life of components.

DRIVE AXLE

Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.

Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.

ENGINES & RELATED SYSTEMS

Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.

Silicone radiator and heater hoses enhance value, durability and reliability.

ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.

Constant tension and torque band clamps reduce leaks.

Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.

Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.

Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.

Maintenance free 12V batteries provide reliable power for starting and accessories.

Stranded copper battery cables are double aught (00) or larger to reduce resistance.

Stainless steel flex exhaust tubing & clamps provide durability.

Optimized exhaust routing to simplify the truck order process and provide optimal performance.

AIR SYSTEM

Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.

FUEL TANKS

Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.

Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM

Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other.

This design improves reliability and offers increased functionality.

Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.

Braided chassis harness cover provides durability.

Convolutud tube covering on harnesses protects from chaffing.

Wires numbered every 4 inches or less for ease of serviceability.

CAB / HOOD

Proprietary all-aluminum cab is light weight and durable for long service life.

Spring assisted, hood opening for serviceability.

Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.

One piece roof reduces potential for leaks.

Lap seam construction and aircraft fasteners has greater clamp load than rivets.

Double wall stamped aluminum doors provide virtually water-tight, rattle-free performance. Full length, light weight hidden gravity-hinge system that provides low resistance and ease for closing doors providing durability.
Interior Left and Right Side Grab Handles for easy access into the cab.

CAB INTERIOR

LH & RH door mounted map pockets with door mounted step lights
Cast rubber flooring with integral sound barrier.
Integrated "dead pedal" for driver comfort.
Four ergonomically positioned entry / egress grabhandles
Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience.

LIGHTS

Projector module pod headlights provide outstanding visibility.
'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm.
Headlights turn on automatically when windshield wiper blades are activated.
Lighting system is protected by an impact resistant Lexan® lens and requires no special tools for lamp adjustment or bulb replacement.

DASH & INSTRUMENTATION

Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance.
Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading.
LED backlit gauges to prevent eye fatigue.

PAINT

Dupont Imron Elite two-stage non-metallic paint, one color cab / hood.

<p>38</p>	<p>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Peterbilt offers more models with CNG & LNG engines than any other OEM and has sold more CNG/LNG trucks and offered them longer (since 1996) than any other OEM.</p> <p>Peterbilt’s full line of engines are approved for the use of Biodiesel up to B20.</p> <p>Peterbilt just launched 3 Battery-Electric-Vehicles that are for sale; (Model 220EV - available NOW) and starting in CY2021 (Model 520EV & Model 579EV).</p> <p>Investing in Sustainable Operations:</p> <p>All Company manufacturing locations that have been in operation for more than two years have achieved ISO14001 certification.</p> <p>The Company has invested \$160 million over the past ten years in facility projects that have improved energy efficiency, reduced emissions, reduced water consumption and waste including \$35 million in reusable containers.</p> <p>First in the truck industry to implement chassis robotic paint systems. This process has enhanced paint quality, reduced cost and decreased paint usage, waste and air emissions.</p> <p>Reducing Greenhouse Gas Emissions</p> <p>From 2009 to 2016 Peterbilt reduced greenhouse gas emissions 32% on a per revenue basis.</p> <p>Hazardous air emissions have been reduced by over 200 metric tonnes per year in paint and other processes.</p> <p>Peterbilt joined the CDP Reporter Services for reporting greenhouse gas emissions and to benchmark performance to continue reducing our greenhouse gas footprint.</p> <p>Reducing Waste</p> <p>Many of the Company’s manufacturing locations achieve “zero waste to landfill” by recycling, employing reusable containers and composting food and paper waste.</p> <p>Conserving Resources</p> <p>Peterbilt reduces the use of water through internal recycling, reduces paint waste through robotic paint systems and conserves energy by using new technologies such regenerative dynamometers that capture electricity from vehicle testing.</p> <p>Products</p> <p>All Peterbilt vehicles have near-zero emissions of NOx, a smog causing compound, and are compliant with all applicable standards including those by the California Air Resources Board (CARB), the US Environmental Protection Agency (EPA) and the European Commission.</p> <p>Peterbilt uses Ecodesign, a software tool, to reduce environmental impacts through product design. Through this process, engineers increase recyclability of our trucks, reduce air emissions, use lighter materials to reduce fuel consumption and use fewer hazardous materials.</p> <p>Fuel-Efficient, Low-Emission PACCAR Engines</p> <p>Peterbilt has strengthened its leadership in environmental stewardship by expanding its global portfolio of high performing low emission engines.</p> <p>Over the past five years, these engines have reduced GHG emissions by up to 14%. NOx and particulate matter have also been reduced by over 83%.</p>
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Peterbilt’s full engine offerings all meet or exceed all Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emissions requirements.</p> <p>All plants that manufacture Peterbilt products are are ISO 14001:2004 and/or ISO 14001:2015 Certified.</p> <p>Peterbilt offers EPA-Certified Green-House-Gas Emissions tires on all of its products.</p> <p>See Line Item 38 for additional details.</p>
<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Peterbilt’s Dealer Network has several dealers/groups that operate as WMBE, SBE, and/or veteran owned businesses.</p> <p>Example certification (Montana Peterbilt) attached.</p> <p>Other certifications/inquiries available upon request to Peterbilt Motors.</p>

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<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>Peterbilt is a US based (Headquartered in Denton, Texas) company that offers the wide array of trucks in the industry. Peterbilt offers Class 5 Conventional trucks, Class 6 & 7 Cab-Over trucks, Class 6 & 7 Conventional trucks & tractors, Class 8 Conventional trucks & tractors AND Class 8 Cab-Over trucks & tractors.</p> <p>No other OEM has the variety of trucks offered by Peterbilt Motors.</p> <p>This allows for a Sourcwell member fleet to procure all of their trucks from one OEM/Dealer. This "one-stop-shopping" benefits the member through a single source for all trucks, parts, and service needs, streamlining their operations. For example, if a fleet needs a large cab-over refuse truck, a small cab-over for paint striping, and a conventional tandem truck for a dump/plow application, Peterbilt is the ONLY OEM that can provide all 3 trucks.</p> <p>Peterbilt offers Class leading re-sale values on all of its trucks. If/when a Sourcwell Member trades/sells/auctions its used Peterbilts they will get significantly more than any competitor. This is reflected in NADA book values and can also be extracted from "Truck Paper" pricing.</p> <p>94% of Peterbilt trucks in-serviced in Calendar Year 1999 were still in-serviced in Calendar Year 2019 94% of 20-year-old trucks were still being put into service. This is a testament to Peterbilt's design philosophy of durable, reliable, custom engineered work trucks.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes. See attached for full warranty schedule. For extended warranty information, members can reach out to their local Peterbilt dealer or Peterbilt's Sourcewell manager listed on the contract. Hundreds of different combinations of extended warranties are available, including custom warranties to match the members needs (ex - more years, less miles/yr, etc.)
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty for components added to a truck AFTER FACTORY DELIVERY (i.e. a Refuse Body or Dump Body, etc.) is covered by the OEM/Dealer/Distributor for that Body. However, a number of Peterbilt Dealers are authorized distributors and/or service locations for other manufacturers/Body-Companies and can therefore provide warranty support. Peterbilt Dealer locations that are also authorized dealers/distributors for other manufacturers/Body-Companies can be researched via the Peterbilt dealer or manufacturer/Body-Company website or by contacting the Peterbilt Motors National Account Manager that manages the Sourcewell Contract listed on the Peterbilt landing page on the Sourcewell website.
47	What are your proposed exchange and return programs and policies?	Exchange & return policies for trucks are at the discretion of the individual Peterbilt dealer providing the vehicle.
48	Describe any service contract options for the items included in your proposal.	Service contracts direct through Peterbilt Motors would only be available through Peterbilt's company-owned Lease operations (PacLease). The majority of service contract options would be handled through Peterbilt Motors dealer network. Most Peterbilt Dealers offer service contracts that provide a variety of options i.e. Preventive Maintenance, towing services, DOT inspections, tire exchange programs, oil analysis, winter prep, etc. Most Peterbilt dealers can also offer on-site technicians, mobile-service, and full-maintenance-contracts.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>Payment terms are at the discretion of Peterbilt Dealers and vary depending on the type of truck purchased, body installed (if applicable), lead-times for components, etc.</p> <p>Payment terms are negotiable - typically Peterbilt dealers can provide payment terms that match what the Sourcewell member requests.</p>
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Yes; Peterbilt Motors offers a full range of financing options including municipal leases through Paccar Financial Corporation (PFC), a Division of Paccar (Peterbilt is also a Division of Paccar).</p> <p>In addition to PFC, Peterbilt dealers can provide financing options through various banks and other financial partners. Also, many Dealer Groups operate their own finance companies and can provide options for Sourcewell members.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated that shows all trucks that were ordered with the code. Peterbilt's Sourcewell Manager then cross references the code with warranty start dates to determine what trucks were put into service during that particular quarter. Although not required by Sourcewell, Peterbilt Sourcewell Manager then obtains copies of all invoices to the Sourcewell members for those trucks and verifies pricing. The trucks are then loaded onto the Sourcewell quarterly report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell.</p> <p>All purchase orders from Sourcewell members go directly to and are processed by Peterbilt dealers.</p> <p>For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), dealers submit pricing to Peterbilt's Sourcewell Manager to verify that the sell price meets our Sourcewell contract pricing. Those "stock trucks" are then added to the quarterly tracking database.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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<p>53</p>	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>See attached Peterbilt-Sourcewell Pricing.</p> <p>Peterbilt will continue with pricing that provides a %-off-of-list format. Peterbilt's published Sourcewell pricing lists sample MSRP/List prices for each model offered.</p> <p>Peterbilt will provide pricing for EVERY model we offer. Sourcewell members need to simply have their local Peterbilt dealer build their truck specification, obtain the specification from the dealer with the final list price. Member then takes the appropriate % (varies by Model) off of that list price to give them their final ceiling price for the truck. Price includes Peterbilt's factory freight and the Peterbilt dealer's profit & pre-delivery-inspection.</p> <p>Pricing does not include any components or services provided by the dealer - ex) Body, additional components like lights, cameras, etc., additional fuel, truck clean-up, local delivery, etc.</p> <p>Also not included are any extended coverages requested and any engineering vehicle layout drawings if needed.</p> <p>*** Medium-Duty/Heavy-Duty Commercial trucks do not have true MSRPs - list prices can vary greatly depending on options. For example, the difference between a manual transmission and automatic transmission can be \$10,000+ in list price. Aggressive deep-lug all terrain tires can add \$5,000+.</p> <p>Battery-Electric-Vehicles (BEV) will be priced using the same method as described above for the cab & chassis (truck) except that the BEV Systems cost will be added to the cab & chassis price separately.</p>
<p>54</p>	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Peterbilt's discount for the Sourcewell contract is a %-off-of-List-Price format. The %-off yields truck pricing that is equalized to our best Marketing Program at the time of the RFP which will provide for substantial savings for Sourcewell members.</p> <p>As per the comments in Line Item 53, Price is established by taking the appropriate % (varies by Model) off of the final list price of the truck (after dealer specs the truck per the Sourcewell member's specifications). Price yielded includes Peterbilt's factory freight and the Peterbilt dealer's profit & pre-delivery-inspection.</p> <p>Pricing does not include any components or services provided by the dealer - ex) Body, additional components like lights, cameras, etc., additional fuel, truck clean-up, local delivery, etc.</p> <p>Also not included are any extended coverages requested and engineering vehicle layout drawings if needed.</p> <p>See attached Pricing Proposal.</p> <p>To sum up the pricing proposal, Sourcewell Members will get the following discounts:</p> <ul style="list-style-type: none"> Model 220: 23% Model 325: 27% Model 330: 31% Model 337: 32% Model 348: 35% Model 365: 43% Model 367: 43% Model 567: 43% Model 579: 44% Model 389: 44% Model 520: 42% <p>Example: Sourcewell member works with local dealer to build a spec for a Model 348 and final list price with all options is \$130,000. Sourcewell member simply takes 35% off of that and the number yielded is what they would pay for the truck. \$130,000 - \$45,500 (\$130,000 X 35%) = \$84,500.</p>

55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Peterbilt Motors Company AND its Dealers will provide quantity/volume discounts on a case by case basis - simply contact local dealer or Peterbilt Sourcewell contract manager. Typically this would be for transactions of 10 or more trucks.</p> <p>Rebates are also available for purchases of 10 or more trucks. For rebate structure/questions, etc., Sourcewell member will simply need to contact Peterbilt's Sourcewell Contract Manger.</p>	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Peterbilt dealers can provide turnkey solutions for Sourcewell Members. Peterbilt dealers can provide one invoice that includes the truck cab & chassis and all other components required on the vehicle.</p> <p>Examples of such components (or "sourced goods"):</p> <p>Bodies (refuse, dump, vacuum, etc.) Accessories (plows, additional lights, cameras, etc.)</p> <p>Peterbilt dealers will provide both Bodies & Accessories at cost plus a maximum of 10%. Cost plus 10% amount may not exceed \$7,000 for Bodies & Accessories.</p>	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Items not included in Peterbilt's "%-off-of-List-Price" pricing are mentioned in Line Items 53 & 54.</p> <p>Truck (cab & chassis) price calculated from %-off-of-list-price equation includes Peterbilt factory freight charge and dealer profit and pre-delivery-inspection (PDI).</p> <p>Price does not include any component or service provided post factory delivery.</p> <p>Examples of components/services NOT included from Peterbilt Motors:</p> <p>Extended truck warranty Extended engine warranty Peterbilt Engineering Vehicle layout drawings</p> <p>Examples of components/services NOT included from Peterbilt Motors and provided by the Peterbilt Dealer:</p> <p>Body Federal Excise Tax (FET) - if applicable Other taxes Doc fees local delivery clean-up/truck wash additional manuals training additional lights camera systems additional fuel additional diesel exhaust fluid</p>	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight from the Peterbilt factory where the truck is being manufactured to the 1st delivery point (either Body-Company or Peterbilt Dealer) IS included in Peterbilt's Sourcewell pricing.</p> <p>Delivery of truck from the Body-Company or Peterbilt Dealer to the Sourcewell member is NOT included in Peterbilt's Sourcewell pricing and will be called out as a separate line item on the Body Company invoice and/or the Peterbilt dealer final invoice.</p>	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Terms for freight, shipping, and delivery to Alaska, Hawaii, Canada, and Puerto Rico no different that US from a pricing perspective.</p> <p>Time to ship estimated at 2-3 additional weeks for Alaska/Hawaii/Puerto Rico</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Peterbilt Motors dealers can offer delivery spread out across a calendar year and sometimes 2-3 years at the same price (depending on purchase volume) or max 1% increase per year. Trucks can be delivered at intervals that suit the Sourcewell members need/budget.</p> <p>Peterbilt dealer can also offer to "stock" trucks that match Sourcewell Members' specifications and have them ready to deliver asap.</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Peterbilt pricing proposal reflects our best Marketing Program offered YTD in CY2020 and due to limits placed on dealer profit/pdi and other costs, the final pricing is better than what is typically offered.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>As noted in Line Item 51, Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcwell transaction.</p> <p>Peterbilt dealers submit Sourcwell orders electronically to Peterbilt Motors. A quarterly report is generated that shows all trucks that were ordered with the code.</p> <p>Peterbilt's Sourcwell Manager then cross references the code with warranty start dates to determine what trucks were put into service during that particular quarter.</p> <p>Although not required by Sourcwell, Peterbilt Sourcwell Manager then obtains copies of all Peterbilt dealer invoices to the Sourcwell members for those trucks and verifies pricing meets the Sourcwell Contract.</p> <p>The trucks are then loaded onto the Sourcwell quarterly report and submitted to Sourcwell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcwell.</p> <p>For trucks on the ground that were not ordered for particular Sourcwell deals (stock trucks), and therefore do not have the Sourcwell electronic code on them, dealers have been formally instructed through Peterbilt's Sourcwell dealer training material to notify Peterbilt Motors of any stock trucks that sell to a Sourcwell member. Dealers must also submit pricing for those stock trucks to Peterbilt's Sourcwell Manager to verify that the sell price meets our Sourcwell contract pricing.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Peterbilt Motors proposes to continue to offer the flat \$500/truck administrative fee that was provided for our current Sourcwell contract.

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

Line Item	Question	Response *
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<p>64</p>	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>Peterbilt Motors offers the widest product line in the industry for Sourcewell members.</p> <p>Peterbilt offers the following products:</p> <p>Model 220: Cab-over cab. Truck configuration only (no tractor). 26,000 LBS GVW – 33,000 LBS GVW. 6.7 Liter diesel engine. Automated/automatic transmissions. Common applications include Street-Sweepers, Paint-Stripers, Stake-bed-trucks, and Van-body-trucks.</p> <p>Model 325: Conventional cab. Truck configuration only (no tractor). 19,500 LBS GVW. 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed-trucks, and Van-body-trucks.</p> <p>Model 330: Conventional cab. Truck configuration only (no tractor). 26,000 LBS GVW. Paccar 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed-trucks, and Van-body-trucks.</p> <p>Model 337: Conventional cab. Truck or tractor configuration. 26,000 LBS – 33,000 LBS GVW (52,000 LBS GVWR). 6.7 Liter or 9 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Van-body-trucks, hook-lift-trucks, and Utility-trucks.</p> <p>Model 348: Conventional cab. Truck or tractor configuration. 33,000 LBS – 66,000 LBS GVW & GVWR. 6.7 Liter or 9 Liter diesel or CNG/LNG engine. Automated/automatic or manual transmissions. Common applications include Dump/Plow-trucks, Vacuum-trucks, Crane-trucks, Refuse/Waste Collection-trucks and Tank-trucks.</p> <p>Model 365: Conventional cab. Truck or tractor configuration. 66,000 LBS – 80,000+ LBS GVW & GVWR. 9 Liter, 11 Liter, and 13 Liter diesel engine and 9 Liter and 12 Liter CNG or LNG engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Vacuum-trucks, Tank-trucks, and Crane-trucks.</p> <p>Model 367: Conventional cab. Truck or tractor configuration. 80,000+ LBS GVW & GVWR. 13 Liter and 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Heavy-haul-tractors, Heavy-Dump-trucks, Tank-trucks, and Vacuum trucks.</p> <p>Model 567: Conventional cab. Truck or tractor configuration. 66,000 LBS – 80,000+ GVW & GVWR. 9 Liter, 11 Liter, 13 Liter, and 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Crane-trucks, Tank-trucks, and Low-Boy-tractors.</p> <p>Model 579: Conventional cab. Tractor configuration only (no truck). 66,000 LBS – 80,000 LBS GVWR. 9 Liter, 11 Liter, 13 Liter, or 15 Liter diesel engine and 12 Liter CNG or LNG engine. Automated/automatic or manual transmissions. Common applications include Van-Body-tractors, Flat-Bed-tractors, Tanker-tractors, and Low-Boy-tractors.</p> <p>Model 389: Conventional cab. Tractor or truck configurations. 80,000+ LBS GVW & GVWR. 13 Liter or 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Heavy-haul-tractors, Heavy-Dump-tractors, Low-Boy-tractors, and Heavy-Dump-trucks.</p> <p>Model 520: Cab-over cab. Truck configuration and limited tractor configurations. 66,000 LBS – 80,000 LBS GVW and 80,000 LBS GVWR. Automated/automatic or manual transmissions. Common applications include Refuse/Waste-Collection-trucks (Rear-Load, Automated-Side-Loader, Front-Loader, etc.), Paint-Striping-trucks, and Concrete-Pumping-trucks.</p> <p>Additional details can be found at https://www.peterbilt.com/trucks</p>
<p>65</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Truck & related Parts:</p> <p>Peterbilt Motors Company and its sister division, Paccar Parts can provide comprehensive parts solutions (all makes/all models) for Sourcewell members. Some members can qualify for National Account Parts pricing depending on volumes. Paccar Parts offers and "Online Parts Counter" (https://parts.peterbilt.com/), 24/7-365 parts ordering, consolidated billing, and Universal Credit Lines.</p> <p>In addition, Several Peterbilt Dealers operate very large Parts operations with their own dedicated distributions centers and can provide comprehensive parts solutions to Sourcewell members by way of substantial discounts, delivery service, and inventory management services.</p>

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

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 160,000 LBS GVWR. *
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 33,000 LBS GCW and 66,000 LBS GVWR *
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 26,000 LBS GVW and 52,000 LBS GVWR *
69	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Conventional cab. Truck only. Body-installation unlimited. Up to 19,500 LBS GVW *
70	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Peterbilt does not offer Class 4 chassis. *

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>1) Peterbilt Motors tracks market share for several segments, 1 of which is Government/Municipal/etc. Peterbilt Sales force and Dealer Network are graded heavily on market share performance, both by Peterbilt Senior & Executive Management but also by Peterbilt's parent company, PACCAR, Inc. Performance regarding market share is weighted heavily for Peterbilt department evaluations (i.e. Vocational/Government Sales Team, Medium-Duty Sales Team, etc.) as well as individual evaluations and effects individual compensation.</p> <p>2) Peterbilt Motors created a specific tracking sales-code for Sourcewell transactions. This code is entered by Peterbilt dealers when truck specifications are created for Sourcewell members and is tied to the specification when it is submitted for final order. This allows Peterbilt to track all Sourcewell ordered trucks. In addition, dealers are required to submit VIN numbers for all stock trucks that sell to Sourcewell members. Stock trucks are trucks ordered for dealers to put on the ground in inventory to sell to the general public and therefore are not ordered with the Sourcewell tracking code. Dealers must submit their stock-truck Sourcewell sales quarterly to Peterbilt Motors.</p> <p>Using this data, Peterbilt recognizes the highest volume Dealer-Group with the "Sourcewell Most Valuable Partner" award annually and in addition recognizes the #1 Sales Person nationally. Monthly standings are sent out to the Dealer Groups & Individuals to encourage participation & competition.</p>

72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	<p>Peterbilt Motors Company is the industry's #1 provider of Compressed Natural Gas (CNG) and Liquefied Natural Gas (LNG) trucks & tractors. Peterbilt has been selling CNG/LNG trucks for over 20 years.</p> <p>Peterbilt offers the Cummins L9N & ISX12N in several models: Model 337 (truck or tractor), Model 348 (truck or tractor), Model 567 (truck or tractor), and Model 520 Cab-Over (truck only).</p> <p>All of Peterbilt's engines (PX7, PX9, MX-11, and MX-13) as well as the Cummins engines offered by Peterbilt (X15) are compatible with Bio-diesel up to 20% (B20).</p> <p>Peterbilt Motors also offers the broadest range of Battery-Electric-Vehicles (BEVs) on the market.</p> <p>Peterbilt offers 3 distinct Models of BEVs:</p> <p>Peterbilt Model 220EV. Cab-Over; truck configuration. Common applications include box/van for delivery, stake bed, and flat-bed.</p> <p>Peterbilt Model 579EV. Conventional Cab; tractor configuration. Local delivery or Port application.</p> <p>Peterbilt Model 520EV. Cab-Over; truck configuration. Refuse applications.</p>
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	<p>Each Peterbilt truck is hand-made at one of our 3 manufacturing facilities. All components that make up each individual Vehicle Identification Number (VIN) are tracked by their serial number, at what station they were installed, by what employee, using what tools, at what specific time of the day and even the exact torque value of components fastened to the truck. This allows for optimum monitoring of supplier quality, any manufacturing errors, and insight into issues in the field (i.e. - failure in the field can more easily be traced to a particular batch of parts or a particular supplier, manufacturing process may need adjusted, etc.).</p> <p>Peterbilt Motors uses the highest quality materials that exceed most NHTSA, TMC, or SAE standards. All conventional cabs are aluminum in construction and use aircraft grade huck or henrob fasteners for assembly.</p> <p>Chassis strength:</p> <p>All OEMs use similar frame RAILS in regards to PSI/RBM - Peterbilt is the only OEM that uses FIVE 5/8" huck fasteners on each side of the crossmembers in the frame. This gives Peterbilt the absolute strongest frame in the industry - up to 600% stronger.</p> <p>Most of Peterbilt's conventional cabs (325/330/337/348/365/367/389) are constructed of aluminum and are fastened together with adjoining aluminum sheets overlapped (lap-seam construction) and fastened with aircraft quality huck fasteners. Peterbilt's other conventional cabs (567/579) use the same lap-seam process but use robotically punched henrob fasteners along with 2 adhesives (structural & acoustic) to fasten the cab together.</p> <p>This superior frame and cab construction contributes to Peterbilt having 94% of its trucks in-serviced in 1999 STILL being in-serviced in 2019! - Class leading durability.</p> <p>Safety features include:</p> <ul style="list-style-type: none"> Bendix ESP Stability Control System Bendix Wingman collision mitigation Meritor OnGuard Smart Traction Control Battery disconnect switches Auto Neutral activates with parking brake Brake lock PTO control Seat belt and occupancy sensor Remote keyless entry Optional Severe Service Cab Orange/Red seat belts RollTek Air-bag equipped seats <p>Other Peterbilt features & benefits/advantages:</p> <p>FRAME</p> <ul style="list-style-type: none"> • Steel rails with gussets to maximize RBM. • Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint. • 3-piece C-Channel crossmember with cast gussets for the strongest crossmembers in the industry.

- Each crossmember is attached with FIVE 5/8" huck fasteners making for the strongest frames in the industry.
- Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.
- Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.
- Standard front wheel mudflaps reduce road spray, help maintain a cleaner truck and better visibility.
- Two frame mounted tow pins standard.

STEER AXLE

- Available with set forward front axle configuration for a smoother ride or set back front axle configuration for increased maneuverability and optimized weight distribution.
- Factory front axle alignment to improve handling and reduce tire wear.
- Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components.
- Greaseless spring pins reduce maintenance and improve ride quality.
- Standard oil seals for long lasting leak protection.
- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.
- Glidekote splines on steering shaft extend service life of components.

DRIVE AXLE

- Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
- Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.
- Parking brakes on ALL drive axles for optimal performance.
- Cognis EMGARD® Synthetic Axle Lube for all Rear Axles.

ENGINES & RELATED SYSTEMS

- Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
- Silicone radiator and heater hoses enhance value, durability and reliability.
- ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
- Low coolant level sensor warns of low coolant condition to prevent engine damage.
- Constant tension and torque band clamps reduce leaks.
- Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.
- Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
- Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
- 12 Volt System with circuit protection for reliable easy maintenance and service.
- Composite fan is light-weight but strong and corrosion resistant.
- Full fan shroud, ring and rubber boot improves under hood airflow and provides a robust fan-to-radiator shroud interface for greater cooling capacity.
- Maintenance free 12V batteries provide reliable power for starting and accessories.
- Stranded copper battery cables are double aught (00) or larger to reduce resistance.
- Stainless steel air cleaner straps, brackets and fasteners provide a durable bright finish.
- Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.
- Washer bottle with 1.3 gallon capacity extends maintenance intervals to refill.
- Polished stainless steel grille with a distinctive punched oval grille pattern provides a durable bright finish.
- Stainless steel flex exhaust tubing & clamps provide durability.
- Optimized exhaust routing to simplify the truck order process and provide optimal performance.
- 5" diameter chrome plated steel standpipe cools exhaust for safety.

TRANSMISSION & RELATED SYSTEMS

- Synthetic lubricant to reduce friction, improve efficiency and extend component life.
- Magnetic transmission oil drain plug captures and holds any metal fragments in transmission oil to extend service life.
- Coated driveshaft splines extend service life.
- Configured Clutch to simplify the truck order process and provide optimal performance.
- Torque limiting clutch brake

AIR SYSTEM

- Engine mounted air compressor with remote mounted air system filter dryer to

reduce moisture in air system components.

- Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.
- Schrader valve for charging of air system from external source.

FUEL TANKS

- Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.
- Under cab fuel tanks include steps for cab access.
- Single fuel tank will receive a single draw / single return fuel system.
- Dual fuel tanks will receive dual draw / dual return fuel system equalizes fuel load.
- Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of the fuel pickup tube.
- Optimized filler neck location on under cab fuel tanks optimizes access and safety.
- Paddle handle filler cap with threadless filler neck to avoid stripping
- Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM

- Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality.
- Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
- Automatically resetting circuit breakers in selected circuits
- Braided chassis harness cover provides durability.
- Convoluted tube covering on harnesses protects from chaffing.
- Wires numbered every 4 inches or less for ease of serviceability.
- Power distribution center in cab is centrally located in a protected environment for easy access.

CAB / HOOD

- Proprietary all-aluminum cab is light weight and durable for long service life.
- Light-weight, gently sloped, hood with and one-piece grille crown improves air flow and increases visibility.
- Spring assisted 90 degree hood opening for serviceability.
- Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.
- Hood latch on each side secures the hood to the cowl.
- Three point rubber cab mounting
- One piece roof reduces potential for leaks.
- Lap seam construction and aircraft fasteners has greater clamp load than rivets.
- Bulkhead style doors provide virtually water-tight, rattle-free performance.
- Extruded aluminum door frames for strength and durability.
- Full length, heavy-duty piano-type stainless steel door hinges and pins provide durability.
- View window in RH door for safety.
- Electric windshield wipers and washers with intermittent wiper function
- Grab handles mounted on cab LH & RH for cab access.
- Convex mirror over RH door and below each rear view mirror for improved visibility and safety

CAB INTERIOR

- Upper and lower dash panels in a dark charcoal color that is not only easier to clean and shows less scratches and scuffs, but also improves driver visibility due to less glare.
- Contoured door pads featuring integrated ergonomic armrests for driver comfort
- LH & RH door mounted map pockets with built-in courtesy lights
- Power lift passenger window controls integrated into the door panel are within easy reach of the driver for safe and convenient operation.
- Padded vinyl headliner is easy to clean.
- Two inside sunvisors with map straps provide driver and passenger comfort and convenience.
- Two coat hooks for driver and passenger convenience.
- Integrated cup holder in dash
- Cast rubber flooring with integral sound barrier.
- Heater / air conditioner with dedicated side window defroster
- Adjustable steering column
- Key start ignition for an automotive feel.
- Ignition and doors keyed alike for driver convenience.
- Cigar lighter and ashtray with power port
- Integrated "dead pedal" for driver comfort.
- Five ergonomically positioned entry / egress grabhandles
- Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience.
- Header mounted dome light

- Driver and passenger dome and reading lights
- Footwell lighting
- 12-volt power outlet in dash
- Peterbilt in-dash Navigation System available

LIGHTS

- State-of-the-art halogen projector module pod headlights increase visibility.
- 'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm.
- Headlights turn on automatically when windshield wiper blades are activated.
- Polished cast aluminum headlight pod housing with LED side-turn indicators and an impact resistant lens matches durability with style.

DASH & INSTRUMENTATION

- Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance.
- Ergonomic dash provides enhanced driver comfort and productivity.
- Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading.
- LED backlit gauges to prevent eye fatigue.
- Standard warning lights with audible alarm for high coolant temperature, low oil pressure and low air pressure
- Warning indicators for high beam, parking brake, turn signals, low fuel, road surface ice potential
- Seat belt reminder
- Cruise control for driver convenience.
- Rocker switches with long-life LED indicators that are easy to reach for driver safety and convenience.

PAINT

- The best paint in the industry: Dupont Imron Elite two-stage non-metallic paint, one color cab / hood

74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	<p>Peterbilt hoods tilt a full 90-degrees providing class-leading engine compartment access for optimum serviceability of all components. All other OEMs hood tilt at approximately 75% or worse.</p> <p>In addition, Peterbilt's cabs do NOT have dog-houses which push the back end of the engine into the cab. Peterbilt's engine bay with no dog-house provides the best engine access for service in the industry.</p> <p>Peterbilt's 2-piece windshield offering provides for the lowest cost AND shortest downtime when replacing broken windshields. Approximately \$75 & 30 minutes vs approximately \$400 & 3-4 hours vs 1-piece windshields.</p> <p>Peterbilt offers individually replaceable gauges that allow for fast & inexpensive gauge replacement. Approximately 10 minutes & \$50 to replace a gauge in the gauge "cluster" vs ALL other OEMs needing the entire cluster replaced if 1 gauge goes out - approximately \$1,200 & 1-2 hours.</p> <p>Peterbilt's cabin air filter is located out of the elements and easy to access near the passenger footwell. Other OEMs have external cabin air filters that require the windshield cowl to be removed and are exposed to the elements.</p> <p>Peterbilt uses weatherpack connectors with o-ring seals on wiring connection points to keep the elements out and provide secure connections. All wires clearly numbered (every 4 inches) and include aluminum tags to help identify them for easier service.</p> <p>Air lines are color-coded for simple tracing.</p> <p>Published Labor Times for Common Maintenance and Repair Items Show that a Peterbilt can Save up to 20% on Labor Costs</p> <p>Peterbilt conventional Medium-Duty trucks and 365/367/389 use a 3/8" piano hinge for door mounting. Other OEMs use light-duty-automotive style hinges (2). Piano hinge maintains door alignment over the life of the truck vs door alignment required for other OEMs. Improper door alignment wears the rubber-seal/weatherstripping and can even wear metal, causing element & wind noise intrusion as well as corrosion.</p> <p>Peterbilt trucks come standard with on-board-diagnostics, visible to the driver via the "Driver Information Display". The on-board diagnostics will alert the driver of a fault code and provide the fault code number and a brief description. If the fault requires service soon or immediately the display will provide the driver with the level of the fault and the time (in hours) to de-rate and if severe, the time in hours to (shut-down). If, for example, a fault has a time in hours to de-rate of 5-hours and the operator has only 2 hours left in their route, they can finish their route and return to their shop or take to the dealer at the end of their route. Without on-board-diagnostics and just a simple dash light, operators would often times cut their route off as soon as the light illuminated.</p> <p>Peterbilt also offers Remote-diagnostics via our SmartLinq system. SmartLinq (free for the first 2 years on all Class 8 Peterbilt Models) provides the same information noted above (on-board-diagnostics) but additionally through a desktop and/or mobile app format. The SmartLinq web portal can be set up for management by one or several fleet personnel and provides a dashboard that will display a map of all SmartLinq-enabled trucks the fleet operates. The vehicles move on the map in real time and will display color-coded symbols to denote their current operating status (i.e. green-normal, yellow-service soon, red-service now, etc.). Each truck can be clicked on for more detailed information. Email notifications can be set up to alert the fleet SmartLinq administrator(s) when a truck experiences a fault code and can be tailored to only alert when faults are mission disabling, etc. More information can be found at https://www.peterbilt.com/innovation/technology/smartLINQ</p> <p>Peterbilt dealers offer "RapidCheck" service. Peterbilt launched the Rapid Check service program to provide diagnostics and an estimate of repairs in two hours or less.</p> <p>The program is available throughout the more than 405 locations in the Peterbilt dealer network.</p> <p>Within two hours, Rapid Check provides basic vehicle diagnostics, with more complex diagnostics if necessary. The information is evaluated and repairs are provided along with an estimated time needed to complete the work - again; all within 2 hours.</p> <p>The service is being offered to maximize customer uptime. The service is available for ANY truck make or model, not just Peterbilt.</p>
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - paccar-2019-Annual Report.pdf - Wednesday May 06, 2020 07:48:59
 - [Marketing Plan/Samples](#) - Marketing Plan.pdf - Friday May 29, 2020 11:40:01
 - [WMBE/MBE/SBE or Related Certificates](#) - Montana Peterbilt LLC - MBE.pdf - Monday June 08, 2020 14:38:16
 - [Warranty Information](#) - Warranty Schedule.pdf - Tuesday June 09, 2020 07:50:55
 - [Pricing](#) - SOURCEWELL CUSTOMER PRICING CY2021-2024 RFP Proposal - Peterbilt Motors Company.pdf - Tuesday June 09, 2020 09:17:49
 - [Additional Document](#) - Peterbilt Dealer Directory.pdf - Friday May 22, 2020 12:40:07

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joe Curran, National Fleet Sales Manager, Peterbilt Motors Company

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--

**AMENDMENT #1
TO
CONTRACT #060920-PMC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Peterbilt Motors Company** (Vendor).

Sourcewell awarded a contract to Vendor to provide Class 4-8 Chassis with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective July 30, 2020, through August 1, 2024 (Contract).

The parties wish to amend the Contract to replace Vendor’s updated Authorized Representative from Joe Curran to:

Wesley Slavin
Director of Sales Operations
940-591-4016
Wesley.Slavin@paccar.com

Except as amended above, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
By: _____
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
Date: 11/15/2022 | 4:58 PM CST

Peterbilt Motors Company

DocuSigned by:
Wesley Slavin
By: _____
1F9131C515EB407...
Wesley Slavin, Director of Sales Operations
Date: 11/15/2022 | 1:37 PM CST

Approved:

DocuSigned by:
Chad Coauette
By: _____
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO
Date: 11/15/2022 | 8:39 PM CST



Commission Meeting Date: June 4, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Asphaltic Concrete Material
From: Street/Traffic Division
Initiated By: Public Works Department
Presented By: Christoff T. Gaub, Public Works Director
Action Requested: Consider Bid and Approve Purchase

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the bid award for asphaltic concrete material to Great Falls Sand and Gravel, Inc. for \$859,600.00.”

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

Staff Recommendation:

Approve the bid award for the asphaltic concrete material to Great Falls Sand and Gravel, Inc. for \$859,600.00.

Summary:

The Street Division will use the requested asphaltic concrete to conduct street repair and maintenance projects.

Background:

The Street Division works throughout the summer maintaining and repairing City streets. This includes filling potholes and repairing curb lines, street overlays, and street opening patches. The asphaltic concrete material contract will ensure projects are completed in a timely and efficient manner.

Evaluation and Selection Process:

The specifications were advertised two times in the Great Falls Tribune, emailed to three prospective bidders, and advertised on the City of Great Falls website. The bid opened on May 22, 2024. There were 3 responsive bids.

Along with price per ton numbers, staff calculates a mileage factor; calculations are figured using the miles from the City Shop to the manufacturer source. MRTE is 1.8 miles, Great Falls Sand & Gravel is 3.3 miles, and United Materials is 7.3 miles. Great Falls Sand and Gravel, Inc. submitted the low bid.

See table:
Mileage factor: **12,000 tons \$.21per ton = \$2,520** x miles

Bidder	Type B	Type C	Mileage Factor	Total Bid
Great Falls Sand & Gravel, Inc.	\$713,000.00	\$146,600.00	\$8316.00	\$859,600.00
United Materials	\$750,000.00	\$158,500.00	\$18,396.00	\$908,500.00
MRTE, Inc.	\$820,000.00	\$170,000.00	\$4536.00	\$990,000.00

Conclusion:

The materials bid by Great Falls Sand and Gravel, Inc., meet specifications for the asphaltic concrete material in Montana Public Works Standard Specifications, Sixth Edition (MPWSS).

Fiscal Impact:

The current bid price from Great Falls Sand and Gravel, Inc. is \$71.30 per ton for MPWSS Type B, and \$73.30 per ton for MPWSS, Type C. The contracted price for asphaltic concrete in FY 2024 was \$69.65 per ton for MPWSS Type B and \$71.00 per ton for MPWSS Type C. The total bid price difference from last year is an increase of \$21,000 or + 2.5% and a decrease of 2000 tons. Funding for this year’s purchase of asphaltic concrete is in the proposed FY 2025 Street Maintenance Budget.

Alternatives:

The City Commission could vote not to approve the bid award for asphaltic concrete material. Without the asphaltic concrete material, the Street Division would not be able to perform contractor or other city department hot mix patches or continue the pavement preservation program which provides up to 60 blocks of mill and overlay on city streets.

Attachments/Exhibits:

1. Bid List
2. Bid Tab

CITY OF GREAT FALLS
 PO BOX 5021
 GREAT FALLS MT 59403

ASPHALTIC CONCRETE MATERIAL

Project Number OF 1825.0
 Bids Taken at Civic Center
 Date: May 22, 2024
 Tabulated By: James Hewett
 Page 1 of 1

NAME & ADDRESS OF BIDDER	Bid Security	Affidavit of Non-Collusion	MPWSS Type B Cost per Ton Total-10,000 Tons	MPWSS Type C Cost per Ton Total-2,000 Tons	Total Bid	Site of Manuf. Source	Miles to City Shop
Great Falls Sand & Gravel, Inc.	Bid Bond 10%	√	\$71.30 \$713,000.00	\$73.30 \$146,600.00	\$859,600.00	GF Sand & Gravel	3.3 miles
United Materials of Great Falls, Inc.	Bid Bond 10%	√	\$75.00 \$750,000.00	\$79.25 \$158,500.00	\$908,500.00	McIver Ranch Pit	7.3 miles
MRTE, Inc.	Bid Bond 10%	√	\$82.00 \$820,000.00	\$85.00 \$170,000.00	\$990,000.00	MRTE, Inc.	1.8 miles

ASPHALTIC CONCRETE MATERIAL BID LIST

1. GREAT FALLS SAND & GRAVEL
P.O. BOX 1989
GREAT FALLS, MT 59403

2. UNITED MATERIALS
P.O. BOX 1690
GREAT FALLS, MT 59403

3. MRTE, INC
PO BOX 538
BLACK EAGLE, MT 59414



Commission Meeting Date: June 4, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Agreement: WTP Head House and Rapid Mix Vault, OF 1332.7.

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and approve a Professional Services Agreement.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement in the amount \$178,000 to retain TD&H Engineering Inc., for the City of Great Falls Water Treatment Plant Head House and Rapid Mix Vault project, and authorize the City Manager to execute the agreement documents."

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

Staff Recommendation: Approve a Professional Services Agreement.

Summary:

City staff proposes to retain TD&H Engineering Inc. to conduct a condition assessment of the head house, complete the project design, develop plan set, and assemble a bid package for the proposed critical improvements associated with this project.

Background:

The head house is part of the original 1916 water plant structure. The head house plays a crucial role in the water treatment process. Raw water is drawn from the Missouri River and pumped up to the head house where the treatment process starts. Water is passed rapidly through two large mixers, starting the coagulation portion of the treatment process. During routine maintenance operations staff discovered that the head house concrete floor is severely deteriorated. Failure of the floor would cause a major disruption in supplying water to the residents of Great Falls.

On December 13, 2023, TD&H conducted a visual inspection of the elevated slab that spans over the water flume and the rapid mixer. TD&H assessed the condition of the concrete slab above the northwest end of the settled water flume that supports a large valve crank. The exposed edges of the slab supporting

the valve cranks on each end of the settled water flume are spalling and have significant cracking visible from above and below. The reinforcing bar (rebar) is exposed in those areas and shows signs of severe degradation. There are multiple cold joints in the northeast and southwest walls of the settled water flume that show signs of degradation. There are some areas where the concrete has spalled, but the rebar is not yet exposed. There are cracks in several areas of the walls, most notably near the southeast end of the flume, originating near the opening, and an additional crack originating at the southeast pedestal. Several of the concrete ties in the southwest wall were moist and dripping water.

The hardness of the concrete varies considerably throughout the walls of both the settled water flume and rapid mixer. Some areas seem sound and are not easily worn when scratched with a flat head screwdriver. Other sections of the concrete in the rapid mixer showed significant gouging of 1/8" to 3/4" when scratched with a screwdriver. Some locations in the soft concrete are spalling but still attached to the wall, while the material is easily removed and the pieces friable. There was no coarse aggregate, which is required for concrete strength, observed in those areas in the depth of the spall.

The spalling in the slab between the accesses is less severe and is not unexpected in a slab of this age. For multiple span members, there is reverse bending at intermediate supports.

The soft concrete in the walls is likely due to a combination of chemical exposure and age. Exposure to the alum leaves the concrete susceptible to sulfate attack. Sulfate attack can lead to expansion, cracking, and disintegration of the concrete. The deterioration of the concrete can provide means for water to penetrate further beneath the surface and the reactions will continue, causing loss of strength over time. The use of large concentrations of chlorine coupled with the deterioration of the concrete may cause corrosion of the rebar due to chloride attack. This corrosion will, over time, reduce the strength of the walls. It is likely that the combination of sulfate attack in the concrete and chloride attack on the steel ties is causing the water leaks observed in the form ties between the raw water intake and the settled water flume. Preventative measures, such as epoxy-coated rebar, will be considered for mitigating future sulfate and chloride attacks.

The deteriorating condition of the head house floor and rapid mix vault could lead to failure of the floor slab or substructure. Collapse of the head house floor slab or substructure would cause a major disruption in supplying water to the residents of Great Falls. Failure of the head house floor may also cause injury to WTP personnel.

Workload Impacts:

TD&H will complete engineering design, bidding, and construction contract documents. City Engineering staff will provide project management, and engineering services support.

Purpose:

This project will include a detailed structural evaluation of the original 1916 portion of the head house at the Water Treatment plant. It will also develop plans and specifications for required upgrades.

Project Work Scope:

The Consultant's Professional Service Agreement will include:

- Research existing plans and previous project reports for the head house as they relate to the lower levels.
- Conduct a rebar scan on the main floor head house rapid mix slab.
- Extract concrete cores to determine the existing concrete strength.

- Summarize results of the structural analysis of the existing head house main floor rapid mix slab.
- Summarize what additional maintenance repairs can be performed to extend the useful life of the structures.
- Provide written recommendations on structural areas that need to be demolished and replaced.
- Provide a financial evaluation of the maintenance repair fix option and up to three replacement alternatives for the identified areas of concern.
- Provide design engineering plans, specifications and bid documents for the replacement of the rapid mix slab.

Conclusion:

The project will result in comprehensive evaluation of the structural condition of the head house and provide options for the recommended repairs. This project will provide plan and bid document preparation for the rapid mix slab main floor and lower level concrete replacement or repairs and interior wall replacement or repairs for the 1916 head house building.

Fiscal Impact:

The project was selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program, and budgeted utilizing Water Utility Funds. City staff recommends approving the Agreement with TD&H Engineering Inc., in the amount of \$178,000.

Alternatives:

The City Commission could vote to deny the Professional Services Agreement, request Staff look for another consultant to perform the service, or cancel the project. These actions would delay the project and continue to pose a hazardous risk to WTP personnel.

Attachments/Exhibits:

Professional Services Agreement
Exhibit A
Project Summary Sheet

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and **TD&H ENGINEERING, INC.**, 1800 River Drive North, Great Falls, MT, 59401, hereinafter referred to as “Consultant.”

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

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

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

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

4. Payment: City agrees to pay Consultant at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of ONE HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS (\$178,000.00) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

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

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

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

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

- | | | |
|----|---|---|
| 1. | Commercial General Liability
(bodily injury and property damage) | \$1,000,000 per occurrence
\$2,000,000 aggregate |
| 2. | Products and Completed Operations | \$2,000,000 |
| 3. | Automobile Liability | \$1,000,000 combined single limit |
| 4. | Workers’ Compensation | Not less than statutory limits |

5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per claim \$2,000,000 aggregate

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

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

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

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

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

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

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

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

of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

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

14. Liaison: City's designated liaison with Consultant is **Russell Brewer** and Consultant's designated liaison with City is **Rodney Blake**.

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

16. Contractor Relationship: Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between City and such contractor. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees and/or agents acting under the direction and control of Consultant) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Consultant.


17. No Third-Party Beneficiaries: Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

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

CITY OF GREAT FALLS, MONTANA

CONSULTANT

By: _____
Print Name:
Print Title:
Date:

By:  _____
Print Name: Rodney R Blake
Print Title: Principal, PE
Date: April 26, 2024

ATTEST:

(Seal of the City)

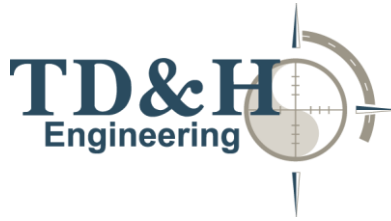
Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney*

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

1800 River Drive North
Great Falls, MT 59401



406.761.3010
tdhengineering.com

March 25, 2024

Russell Brewer
City of Great Falls – Public Works
1025 25th Ave NE
Great Falls, MT 59404

**RE: GFWTP LOWER HEADHOUSE STRUCTURAL
EVALUATION & DESIGN SERVICES
TD&H NO. 23-232**

Dear Russell,

We appreciate the opportunity to provide this fee proposal for structural services evaluating the original 1916 lower levels of the headhouse at the Great Falls Water Treatment plant and providing plans and specifications for the upgrades required for this building. Based on our experience with the Head House including the recent emergency repair for the rapid mix flume gate valve, we have summarized the proposed scope of services in the attached Exhibit A of this letter. Please review these items and let us know if we have included the proposed services that you would like us to perform. The cost for TD&H to provide these structural engineering services is as follows:

Preliminary Design Investigation	\$ 48,000
Head House Upgrade Design/Bid Doc Services	\$130,000
Total Fee	\$178,000

If after reviewing our cost proposal and scope of services you find them acceptable, we will work with you to get a contract in place.

We look forward to working with you on this project. Let us know if you have any questions.

Sincerely,

Rodney R. Blake PE
Structural Engineer
TD&H ENGINEERING

J:\2023\23-232 GFWTP - Head House Slab Repairs\03_PROJECT MANAGEMENT\CONTRACTS\Lower Head House Evaluation and Design Proposal\GFWTP Headhouse Structural Evaluation 2024.02.06.doc

Exhibit A

The scope of work for TD&H to perform a structural evaluation of the lower portion of the 1916 Headhouse and provide bid documents for upgrades is as follows:

Preliminary Design Investigation

1. Research the existing plans and previous project reports for the Headhouse as they relate to the lower levels. We assume this information will be provided by the City and will be used as an aid to determine potential repair solutions and to provide a better understanding of what needs to be inspected during our on-site evaluation.
2. Perform a site visit visually evaluating the structures for the following areas of the Headhouse building:
 - a. Sluice gates below the rapid mix room (assume 4 gates). This will involve looking at the structural concrete and steel around the gates to determine their condition and whether they can support the loads and function of the gates.
 - b. Concrete slab above the rapid mix tanks. Much of this inspection was already performed during the emergency gate repair, but additional inspection may be required in some areas. This will require TD&H to observe the underside of the slab by going inside the one mix chamber we have not inspected yet, if it can be drained. We will perform a visual assessment of the concrete walls in the tanks below the rapid mix slab.
 - c. Vaults under the rapid mix room. This will involve a visual observation of the rapid mix vault (below the mix chambers) and the sluice gate vault.
 - d. Basement slab, beams and columns of the 1916 section of the head house.
3. Perform an International Existing Building Code (IEBC) structural review of the 1916 head house building. This will involve measuring the trusses upstairs and verifying their capacity to support the allowed loads permitted by the IEBC. We will also perform a load analysis on the existing columns in the basement to verify their ability to support full required structural loads. A structural review of the building will be considered to verify that if upgrades are performed to portions of the building, the rest of the building will still meet minimum IEBC requirements.
4. At the initial or a follow up site visit, TD&H will have a rebar scan performed on the main floor headhouse rapid mix slab. The scan will likely not be able to determine exact quantities, size and locations of reinforcing bars, but it can be used to understand general quantities of bars and slab thicknesses. Additionally, we will do a rebar scan on some of the concrete areas of the lower floor to get a general understanding of quantities of rebar in the columns, slabs and walls in this area. This information may then be useful for structural analysis calculations. At this time the rebar scan will solely be performed for the main floor head house rapid mix slab and portions of the lower headhouse. If additional areas are required, we will need to update our proposal.
5. Perform a structural analysis of the main floor head house rapid mix slab. It's possible the information from the original plans and the rebar scan will not yield enough information for us to accurately determine the slab load capacity. However, we are optimistic that we will get enough information for a load capacity calculation for the slabs and we should be able to identify the capacity of the walls and foundations in this area based on historical knowledge, site rebar investigation and educated assumptions if/as needed.

6. Perform up to three cores of concrete in the wall or slab and perform a concrete break test on these cores for a determination of the existing concrete strength.
7. As required, meet with the City to discuss the findings of the site evaluation and discuss likely repair/replacement options. This can be performed during or after the report summary is provided. From this discussion, recommended alternatives will be provided.
8. Provide a summary report of the structural assessment including discussion about the following:
 - a. Summarize the results of the structural analysis of the existing headhouse main floor rapid mix slab.
 - b. Summarize what additional maintenance repairs can be performed to extend the useful life of the structures.
 - c. Provide written recommendations on structural areas that need to be demolished and replaced.
 - d. Provide a financial evaluation of the maintenance repair fix option and up to three replacement alternatives for the identified areas of concern, which will include the following information:
 - i. Total project costs (soft costs + construction).
 - ii. Project useful life.
 - iii. Other costs that might be useful for the City in making their decisions.
 - e. Based on our findings and discussions with the City, TD&H will provide recommended alternatives for repairs and replacement of the structural items noted in this scope of work.

Rapid Mix Slab Design and Bid Document Preparation (Lump Sum)

1. Perform a survey of the 1916 portion of the building on the main and lower floors to more accurately develop the plans that can be used for repair or replacement of structural items. We are considering performing a building scan of the main and lower floors which may provide a better way to more accurately represent all dimensions of the two floors of the building.
2. Perform industrial hygiene services for the concrete and other surfaces of the building that will have repairs or upgrades performed.
3. Provide design engineering plans, specifications and bid documents for the replacement of the rapid mix slab. Services required for this effort include:
 - a. Evaluation of existing plans as they relate to the rapid mix and lower level slabs and the tank and foundation walls in these areas.
 - b. Evaluation of the existing valves, tanks and chambers in the rapid mix area (4 valves). Provide upgrades shown on the plans if/as desired by the City.
 - c. Periodic design meetings with City (Assumed up to 8 design meetings).
 - d. Upgrade design for basement columns as required.
 - e. Site evaluation of the rapid mix and lower level slabs and walls as they relate to replacement.
 - f. Provide or update calculations of the existing (or new) slabs and wall upgrades as required.
 - g. TD&H will provide plan and bid document preparation for the rapid mix slab assuming main floor and lower level concrete replacement or repairs and interior wall replacement or repairs for the 1916 Head House building. This assumes that the plans will only show what is required for the replacement or repairs of the rapid mix and lower level walls and slab and no other portions of the

adjacent buildings. The plans will also include truss, interior column or exterior wall upgrades to meet IEBC requirements. Full 1916 building replacement or additional items not specifically stated above in our scope of work that require repair or replacement, will be considered additional services and not part of the current scope of work.

- h. Quality assurance/control check of bid documents.

Exclusions:

1. Based on our discussions, the following services will be excluded from our scope of work:
 - a. Reinforcing scan of the existing structural concrete in other areas besides the main or lower floors of the 1916 portion of the head house.
 - b. Structural calculations analysis of existing structural concrete foundation, walls and slabs not part of the 1916 portion of the headhouse
 - c. Plan preparation during the evaluation phase of services.
 - d. Plan preparation in the bid documents for a total building replacement option.
 - e. Plan preparation or design services not specific to structural or civil engineering services such as: mechanical, electrical, architectural or other non-structural or non-civil related services.
 - f. Bidding services.
 - g. Construction services.
 - h. Grant application services or formatting the report to meet grant application requirements. We can format the report to meet grant application requirements, but due to the varying levels of effort stated for different grant applications, we would need to know format specifics before we can include this service in our scope of work.
 - i. Payment of advertisement costs and building permit fees.
 - j. Water treatment process evaluation, water plant service recommendations during construction, bypass pumping, etc.
 - k. Water tightness testing.
 - l. Any other service not explicitly described in our statement of work above.



CERTIFICATE OF LIABILITY INSURANCE

DATE **Agenda #14.**

4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Sahleem Julien	
	PHONE (A/C. No. Ext): 770-670-5327	FAX (A/C. No.):
E-MAIL ADDRESS: ACECCertificates@greyling.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Sentinel Insurance Company, Ltd.		11000
INSURED Thomas, Dean & Hoskins, Inc. 1800 River Drive North Great Falls, MT 59401	INSURER B : Hartford Casualty Insurance Company	29424
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1773649099 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20SBWPI6386	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UEGAU8256	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			20XHGYH2417	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: GFWTP Head House Upgrades.
 City of Great Falls including its elected or appointed officers, officials, employees or volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract.

CERTIFICATE HOLDER City of Great Falls PO Box 5021 Great Falls MT 59403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**PROJECT SUMMARY SHEET:
WTP HEAD HOUSE AND RAPID MIX VAULT, O.F. 1332.7
FY 2025 Capital Improvement Plan
Current as of: May 21, 2024**

Description: The Water Treatment Plant Head house building is part of the original plant built in 1916. The concrete in the building is showing severe signs of age and deterioration.

Justification: The deteriorating condition of the Head House Floor and Rapid Mix Vault creates a hazardous condition for WTP personnel. Failure of the floor would cause a disruption in supplying water to the residents of Great Falls. The collapse of the floor may also cause injury to WTP personnel.

Scope: Evaluate condition of the concrete within the building and determine repairs to keep the plant operating safely.

Added to CIP: 2nd half FY2024

CIP Timeline: On track

Cost:

- CIP programmed cost/FY: \$10/FY24; 310K/FY25
- Current Working Estimate: \$2.5M
- Awarded Cost: Consultant \$9,500-TDH (Emergency Eval) \$178K-TDH (Full Eval and Bid Package)
Construction: TBD
- Final Cost: TBD

Funding Source(s): Utilities Water

- Funding Match Requirements: N/A

Planned Execution Method: TBD

Planned Construction CY: TBD

Current Project Stage (Estimated Completion Date): Planning (Dec 2023), Design (Jan, 2024),

- Design Method: Consultant
- Contractor: TBD

Map & Site Pictures:



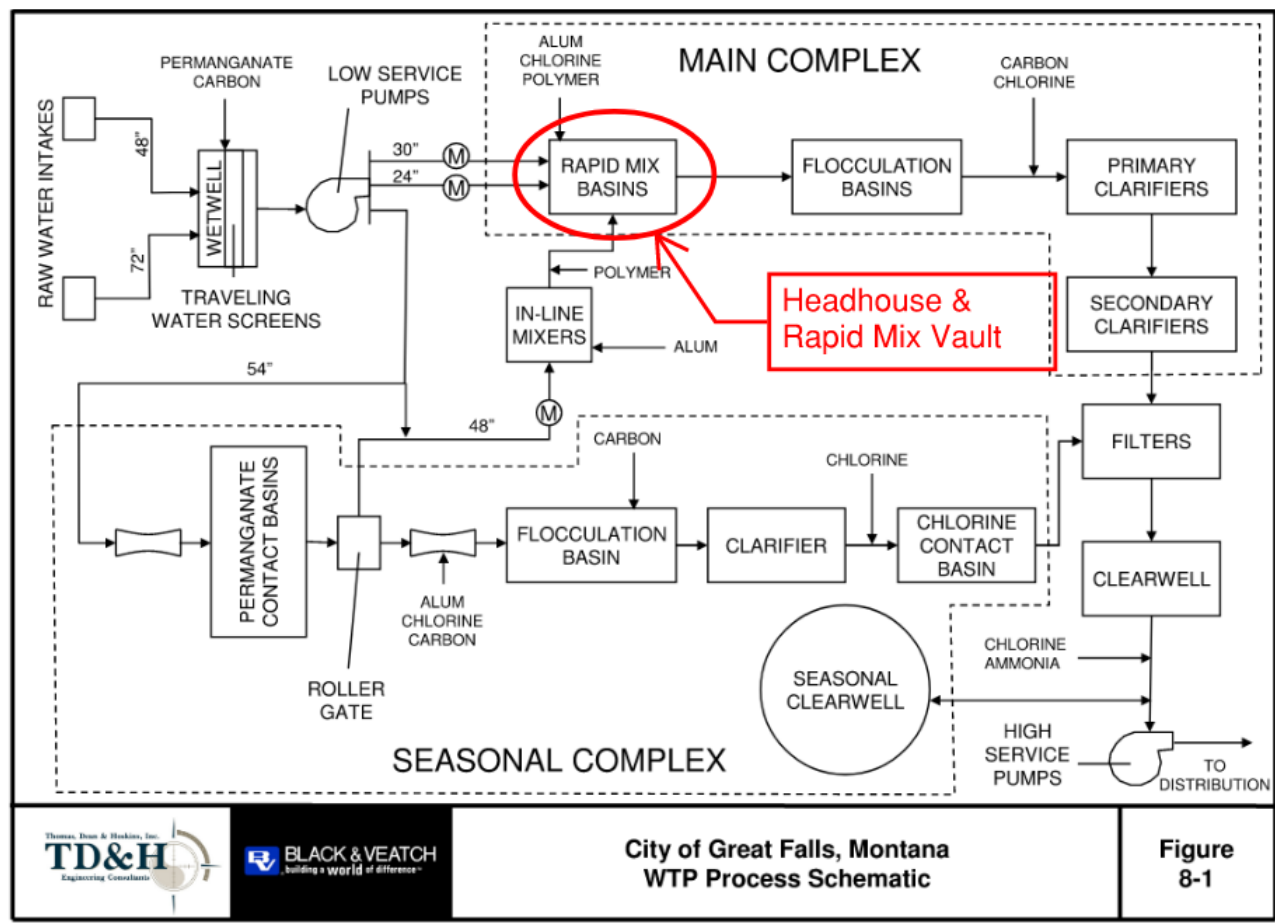
**PROJECT SUMMARY SHEET:
WTP HEAD HOUSE AND RAPID MIX VAULT, O.F. 1332.7
FY 2025 Capital Improvement Plan
Current as of: May 21, 2024**



**PROJECT SUMMARY SHEET:
WTP HEAD HOUSE AND RAPID MIX VAULT, O.F. 1332.7
FY 2025 Capital Improvement Plan
Current as of: May 21, 2024**



PROJECT SUMMARY SHEET:
WTP HEAD HOUSE AND RAPID MIX VAULT, O.F. 1332.7
FY 2025 Capital Improvement Plan
Current as of: May 21, 2024



City of Great Falls, Montana
WTP Process Schematic

Figure 8-1



Commission Meeting Date: June 4, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract: 32nd Street South ADA Upgrades, Phase 1, O. F. 1788.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff T. Gaub, Public Works Director

Action Requested: Consider Bids and Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$594,625.00 to United Materials of Great Falls, Inc., for the 32nd Street South ADA Upgrades, Phase 1, and authorize the City Manager to execute the necessary documents.”

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

Staff Recommendation: Approve construction contract award.

Summary:

This project will serve to improve pedestrian traffic and accommodate Americans with Disabilities Act (ADA) federally mandated criteria. Any patrons that use the public right of way along 32nd Street South will benefit from the project. The ADA improvements will also serve to support the connectivity of the pedestrian system in the area by providing an accessible route to a State maintained ADA compliant pedestrian corridor along 10th Avenue South. The locations priority has also been established as well above average by public stakeholders and ADA federally mandated characteristics using metrics established and monitored in the Public Right of Way ADA Transition Plan (Transition Plan).

Background:

Citizen Participation:

The area has been prioritized by the infrastructure scoring processes outlined in the Public Right of Way ADA Transition Plan. The construction activity will require temporary lane closures of 32nd Street South from the intersections of 5th through 9th Avenues. Access to residences adjacent to the construction zones will be maintained. This is part of a multi-phase plan to complete the ADA route from Central Avenue to 10th Avenue South.

Workload Impacts:

Design phase engineering including plans and specifications were completed by the City Engineering staff with assistance from City Utilities Division and City Street Division. City Engineering staff will provide construction phase engineering services and project inspection.

Purpose:

This project will provide an ADA compliant route of travel to connect citizens to each other and larger arterial routes for travel to various public and private amenities. The area has been prioritized due to a future mill and overlay project scheduled for 32nd Street South. These routes improve the functional and aesthetic properties of the area and connect citizens of many demographics, while providing a means of independence for those with disabilities in the area. The proposed project will provide ADA compliant routes by installing curb ramps and alley aprons from the intersection at 32nd Street South and 5th Avenue South through the intersection at 32nd Street South and 9th Avenue South.

The project corridor is located in the Public Right of Way, and identified as a high priority route, due to the upcoming mill and overlay project. The ADA ramp replacement schedule established in the Transition Plan is being adhered to and fulfilled as outlined.

Project Work Scope:

See attached Project Summary Sheet.

Evaluation and Selection Process:

The specifications were advertised two times in the Great Falls Tribune. 2 bids were received on May 22, 2024 from United Materials of Great Falls, Inc. and Geranios Enterprises Inc. The bids received were for \$594,625.00 and \$609,238.00. United Materials submitted the low bid of \$594,625.00 and executed all of the necessary documents.

Conclusion:

The project was selected and prioritized in accordance with the Public Works Capital Improvement Program and Transition Plan. City staff recommends awarding this bid.

Fiscal Impact:

Street Assessment and Gas Tax Funds, Water and Storm Enterprise Funds have been programmed and budgeted for this phase of the project. The attached bid tabulation summarizes bids that were received.

Alternatives:

The City Commission could vote to deny award of the construction contract and re-bid or cancel the project. This action would result in delaying the project leading to citizen complaints and potential litigation, as this is not in compliance with ADA requirements or guidelines.

Attachments/Exhibits:

Bid tabulation

Project Summary Sheet

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

BID TABULATION SUMMARY

OF # 1788.1 - 32ND ST S ADA UPGRADES PHASE 1 - REBID

BIDS TAKEN AT CIVIC CENTER

DATE: 22-MAY-24

TABULATED BY: ROSA HUGG

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	UNITED MATERIALS, INC. P.O. BOX 1690 GREAT FALLS, MT 59403	Y	NA	Y	Y	Y	\$594,625.00
2	GERANIOS ENTERPRISES INC 320A CENTRAL AVE GREAT FALLS, MT 59401	Y	NA	Y	Y	Y	\$609,238.00
3							
4							
5							
6							
7							
8							
9							
10							

**PROJECT SUMMARY SHEET:
32nd St S ADA Upgrades Phase 1, O.F. 1788.1
FY2024 Capital Improvement Plan
Current as of: May 22, 2024**

Description: New ADA compliant Pedestrian Ramps and alley aprons from 5th Ave S through 9th Ave S along 32nd St S.

Justification: Per the ADA Transition plan areas around schools, medical facilities, and parks have a higher demand for pedestrian routes. This area has multiple churches and parks on or near 32nd St S, as well as a connection with 10th Ave S.

Scope: The project consisted of installing: approximately 1,400 Lineal Feet of integral concrete curb and gutter; 2,400 Square Feet of four (4)-inch concrete sidewalk; 5,000 Square Feet of six (6)-inch reinforced concrete; 40 truncated domes; and four type 1 curb inlets for storm water.

Added to CIP: 2nd half 2023

CIP Timeline: FY24: Delayed due to utility placements, and rebidding

Cost:

- Current Working Estimate: \$418,000
- To Be Awarded Cost: \$594,625.00
- Final Cost:

Funding Source(s): Streets Assessment and Gas Tax Funds, Water and Storm Enterprise Funds.

Planned Execution Method: Design-Bid-Build

Planned Construction CY: Summer 2024

Current Project Stage (Estimated Completion Date): Planning (Fall 2023), Design (Fall 2023), Bid (Spring 2024) Construction (Summer 2024), Warranty (November 2026)

- Design Method: In House

Map & Site Pictures:



East Alley 32nd St S and 8th Alley S



West Alley 32nd St S and 6th Alley S



NW Corner of 32nd St S and 8th Ave S



SE Corner of 32nd St S and 5th Ave S

PROJECT SUMMARY SHEET:
32nd St S ADA Upgrades Phase 1, O.F. 1788.1
FY2024 Capital Improvement Plan
Current as of: May 22, 2024



Current Phase



Future Phases



Commission Meeting Date: June 4, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract Award: Southwest Side Water Main Replacement - Phase 4, O. F. 1432.5

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff T. Gaub, Public Works Director

Action Requested: Consider Bids and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (award/not award) a contract in the amount of \$2,500,817.50 to Capcon Inc. for the Southwest Side Water Main Replacement – Phase 4 and authorize the City Manager to execute the contract documents."

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

Staff Recommendation: Staff recommends awarding the contract to Capcon, Inc. in the amount of \$2,500,817.50. Capcon, Inc. has executed all necessary documents.

Summary: This project will replace 8 blocks or about 3,500 lineal feet of aging water main on the southwest side of town.

Background: This project will replace under sized water mains that are failing with increasing frequency. Water main breaks are causing damage to property and roadways while disrupting water service to local residents. The water main breaks are primarily due to corrosive soils, age, and type of pipe material used. The water mains being replaced along 5th Avenue SW include a severely undersized 4-inch cast iron main installed in 1964. Other water mains being replaced include mains along 13th Street SW and 14th Street SW installed in 1946 and 1992 respectively.

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

Workload Impacts: City Engineering staff designed the project and will perform construction inspection and contract administration duties.

Project Work Scope: This project will replace approximately 1,500 lineal feet of undersized 4-inch cast iron water mains and 2,000 lineal feet of 6-inch, and 8-inch cast iron, ductile iron, and asbestos cement water mains. The old water mains will be replaced with new 8-inch PVC water mains. This project also includes replacement of seven fire hydrants; 71 water service connections; 2,800 square yards of gravel; and 3,750 square yards of asphalt pavement.

Project locations include (see map on Project Summary Sheet):

- 5th Avenue SW from 20th Street SW to 24th Street SW
- 14th Street SW from 8th Avenue SW to 7th Avenue SW
- 13th Street SW from 10th Avenue SW to 8th Avenue SW

This project's tentative start date is August 5, 2024 depending on weather conditions, material availability, and the contractor's schedule. The project is anticipated to be completed by late summer of 2025. Additional scope detail is provided in the attached project summary sheet.

Evaluation and Selection Process: This project was re-advertised on May 5, 2024 and May 12, 2024. There were three plan holders for this project and three bids were received and opened on May 22, 2024. The bids ranged from \$2,500,817.50 to \$3,159,483.20. The lowest responsive bid for this project was \$2,500,817.50, submitted by Capcon, Inc. They have executed all necessary bid documents. Capcon, Inc. is an established responsible local contractor and has previously completed projects within the City. During the first letting period for this project, the City only received one bid for \$3,234,878.80. The low bid that was received this time is \$734,061.30 lower than the only bid that was received during the first letting.

Conclusion: This project has been programmed, vetted, coordinated, and scheduled to provide the least negative impact to citizens, while performing necessary upgrades to the water distribution network. Staff recommends awarding the construction contract to Capcon Inc. in the amount of \$2,500,817.50.

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

Alternatives: The City Commission could vote to deny award of the construction contract and re-bid the project at a later date or do nothing and repair future water main breaks and road surfacing as they occur.

Attachments/Exhibits:

Bid tabulation

Project Summary Sheet

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

BID TABULATION SUMMARY

OF # 1432.5 SW SIDE WMR - PHASE 4 REBID

BIDS TAKEN AT CIVIC CENTER

DATE: 22-MAY-24

TABULATED BY: ROSA HUGG

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	GERANIOS ENTERPRISES INC 320A CENTRAL AVE GREAT FALLS, MT 59401	NA	NA	Y	Y	Y	\$3,159,483.20
2	UNITED MATERIALS, INC. P.O. BOX 1690 GREAT FALLS, MT 59403	NA	NA	Y	Y	Y	\$2,885,150.00
3	CAPCON 1008 21ST AVE S GREAT FALLS, MT 59405	NA	NA	Y	Y	Y	\$2,500,817.50
4							
5							
6							
7							
8							
9							
10							

**PROJECT SUMMARY SHEET:
SOUTHWEST SIDE WATER MAIN REPLACEMENT PHASE 4 REBID, O.F. 1432.5
FY 2025 Capital Improvement Plan
Current as of: May 22, 2024**

Description: This project will replace 8 blocks of aging water mains on the southwest side of town totaling approximately 3,500 lineal feet.

Justification: Replace under sized water mains that are failing with increasing frequency. Water main breaks are causing damage to property and roadways while disrupting water service to local residents. The water main breaks are primarily due to corrosive soils, age, and the type of pipe material used. (See water main break example below; Photo Exhibit 1) The water mains being replaced along 5th Avenue SW includes a severely undersized 4-inch cast iron main installed in 1964. Other water mains being replaced include water mains along 13th Street SW and 14th Street SW that were installed in 1946 and 1992 respectively. Water main breaks on these mains have incurred in the following years; 2002, 2012, 2013, 2016, 2017, and 2018.

Scope: Replace approximately 3,500 lineal feet of water mains with new 8-inch PVC water mains including; seven fire hydrants; 71 water service connections; 2,800 square yards of gravel; and 3,750 square yards of asphalt pavement.

Project locations included;

- 5th Avenue SW from 20th Street SW to 24th Street SW
- 14th Street SW from 8th Avenue SW to 7th Avenue SW
- 13th Street SW from 10th Avenue SW to 8th Avenue SW

Added to CIP: 1st half FY2023

CIP Timeline: On track

Cost:

- CIP programmed \$1,800,000/ 1st half FY25
- Current Working Estimate: \$2,171,790.00
- Awarded Cost: \$TBD
- Final Cost: \$TBD

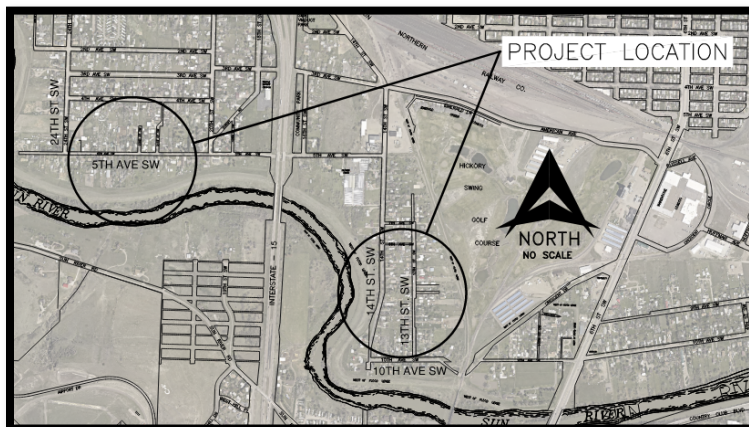
Funding Source(s): Water Utility Enterprise Fund

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

Planned Construction CY: Summer 2024 to Spring 2025

Current Project Stage (Estimated Completion Date): Planning (2023), Design (Winter/Spring 2024), Bidding (Winter/Spring 2024) Rebid (Spring 2024), Construction (Summer 2024 – Spring 2025), Warranty (TBD)

Map & Site Pictures:




PROJECT SUMMARY SHEET:
SOUTHWEST SIDE WATER MAIN REPLACEMENT PHASE 4 REBID, O.F. 1432.5
FY 2025 Capital Improvement Plan
Current as of: May 22, 2024

EXAMPLE OF CAST IRON WATER MAIN BREAK

LOCATION: 8TH ST. S. AND 5TH AVE S.
DATE: NOVEMBER 2023



	SOUTHWEST SIDE WATER MAIN REPLACEMENT PHASE 4, O.F. 1432.5	PHOTO EXHIBIT 1	O.F. 1432.5 DATE: 2023
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Commission Meeting Date: June 4, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Set Public Hearing for Tourism Business Improvement District (TBID) FY2024 Budget Amendment

From: Rebecca Engum, Great Falls Tourism Director

Initiated By: Tourism Business Improvement District Board of Directors

Presented By: Rebecca Engum, Great Falls Tourism Director

Action Requested: City Commission set public hearing date of June 18, 2024 for the Tourism Business Improvement District (TBID) FY2024 Budget Amendment

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for the FY2024 Tourism Business Improvement District Budget Amendment for June 18, 2024.”

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

Staff Recommendation: The TBID recommends that the City Commission set the public hearing for the FY2024 TBID Budget Amendment for June 18, 2024.

Background: The Commission approved the 2023/2024 TBID Budget and Work Plan on July 18, 2023. The actual amount of assessments levied was higher than the approved budget.

One of the efforts TBID had planned would happen did not materialize this fiscal year so funds were reallocated. Funds have been allocated for the recruitment of a low-cost air initiative. The funds were not needed this fiscal year so were removed from the budget, and thus the reserves allocated to fund the expense were removed as well. The funds are still available for this effort and will be expended when they are needed.

Great Falls Montana Tourism adjusted other line items to fund the Great Falls Travel Industry Growth Plan and take advantage of a new marketing opportunity to support the launch of Montana’s only professional basketball team, the Great Falls Electric.

In a previous audit of the Great Falls Tourism Business Improvement District, the auditor delivered one finding related to increased expenses over the approved budget. This finding noted that an amendment to the budget was not submitted to the City of Great Falls, even though presented, and approved by the TBID Board.

To prevent any future findings, the TBID Board approved budget amendment is presented to the City of Great Falls for approval.

Fiscal Impact: There is no fiscal impact to the City of Great Falls. The budget amendment reflects a 14% decrease, decreasing the TBID Assessment budget from \$899,108 to \$769,457.

Alternatives: The City Commission could not approve and TBID would receive an audit finding.

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

Attachments/Exhibits:

Approved 2023/2024 Budget

Amended Budget

5/16/2024 Board of Directors Meeting Minutes

Legal Notice

Great Falls Montana Tourism Budget
July 1, 2023 - June 30, 2024

	CVB	General	TBID	Total	Nat Avg
Income					
1 Bed Tax	\$213,436	\$0	\$0	\$213,436	
2 TBID Assessment	\$0	\$0	\$765,508	\$765,508	
3 Reserves	\$0	\$0	\$133,600	\$133,600	
4 Membership	\$0	\$10,000	\$0	\$10,000	
5 Grant	\$0	\$0	\$0	\$0	
6 Advertising	\$0	\$0	\$0	\$0	
Total Income	\$213,436	\$10,000	\$899,108	\$1,122,544	
Expenses					
7 Personnel	\$37,187	\$0	\$239,717	\$276,904	25% 42%
Administration					
8 Rent	\$0	\$0	\$10,500	\$10,500	
9 Utilities	\$0	\$0	\$9,200	\$9,200	
10 Memberships	\$0	\$0	\$13,000	\$13,000	
11 Subscriptions	\$0	\$0	\$18,000	\$18,000	
12 Maintenance	\$0	\$0	\$6,500	\$6,500	
13 Supplies	\$0	\$0	\$9,000	\$9,000	
14 Travel	\$0	\$0	\$1,000	\$1,000	
15 Stakeholder Events	\$0	\$850	\$500	\$1,350	
16 Postage	\$0	\$0	\$1,200	\$1,200	
17 Insurance	\$1,500	\$0	\$3,200	\$4,700	
18 Professional Fees	\$2,500	\$0	\$20,000	\$22,500	
19 TAC	\$1,500	\$0	\$0	\$1,500	
20 Professional Development	\$0	\$0	\$18,000	\$18,000	
Total Admin	\$5,500	\$850	\$110,100	\$116,450	10% 11%
21 Leisure Traveler Marketing					
21a Media Placement	\$110,000	52%	\$0	\$140,000	\$250,000
21b Management & Production	\$34,749	16%	\$0	\$47,291	\$82,040
22 Groups	\$0	\$0	\$40,000	\$40,000	
23 Influencers	\$0	\$0	\$12,000	\$12,000	
24 Destination Development	\$0	\$0	\$195,000	\$195,000	
25 Digital Kiosks	\$0	\$0	\$15,000	\$15,000	
26 Print Resources	\$0	\$0	\$10,000	\$10,000	
27 Opportunity	\$1,000	0%	\$0	\$30,000	\$31,000
28 Photo & Video Library	\$0	\$0	\$10,000	\$10,000	
29 Visitor Guide	\$20,000	9%	\$6,000	\$0	\$26,000
30 Joint Venture	\$5,000	2%	\$0	\$0	\$5,000
31 Trade Shows	\$0	\$0	\$5,000	\$5,000	
32 Website	\$0	\$0	\$20,000	\$20,000	
33 Events	\$0	\$3,150	\$25,000	\$28,150	
34 Reserves	\$0	\$0	\$0	\$0	
Total Program	\$170,749	\$9,150	\$549,291	\$729,190	65% 47%
Total Expenses	\$213,436	\$10,000	\$899,108	\$1,122,544	
Net Profit	\$0	\$0	\$0	\$0	

Great Falls Montana Tourism Budget
July 1, 2023 - June 30, 2024

		DRAFT						Nat	Change
		CVB	General	TBID	Total			Avg	
Income									
1	Bed Tax	\$252,211	\$0	\$0	\$252,211				18%
2	TBID Assessment	\$0	\$0	\$769,457	\$769,457				1%
3	Reserves	\$0	\$0	\$0	\$0				-100%
4	Membership	\$0	\$10,000	\$0	\$10,000				0%
5	Grant	\$0	\$0	\$0	\$0				0%
6	Advertising	\$0	\$0	\$0	\$0				0%
Total Income		<u>\$252,211</u>	<u>\$10,000</u>	<u>\$769,457</u>	<u>\$1,031,668</u>				-8%
Expenses									
7	Personnel	\$44,942	\$0	\$243,925	\$288,867	28%	42%		4%
Administration									
8	Rent	\$0	\$0	\$10,500	\$10,500				0%
9	Utilities	\$0	\$0	\$9,200	\$9,200				0%
10	Memberships	\$0	\$0	\$13,000	\$13,000				0%
11	Subscriptions	\$0	\$0	\$18,000	\$18,000				0%
12	Maintenance	\$0	\$0	\$6,500	\$6,500				0%
13	Supplies	\$0	\$0	\$9,000	\$9,000				0%
14	Travel	\$0	\$0	\$1,000	\$1,000				0%
15	Stakeholder Events	\$0	\$850	\$500	\$1,350				0%
16	Postage	\$0	\$0	\$2,200	\$2,200				83%
17	Insurance	\$1,500	\$0	\$4,000	\$5,500				17%
18	Professional Fees	\$2,500	\$0	\$36,498	\$38,998				73%
19	TAC	\$1,500	\$0	\$0	\$1,500				0%
20	Professional Development	\$0	\$0	\$18,000	\$18,000				0%
Total Admin		<u>\$5,500</u>	<u>\$850</u>	<u>\$128,398</u>	<u>\$134,748</u>	13%	11%		16%
21	Leisure Traveler Marketing								
21a	Media Placement	\$133,500	53%	\$0	\$140,000				9%
21b	Management & Production	\$37,269	15%	\$0	\$47,291				3%
22	Groups	\$0	\$0	\$20,343	\$20,343				-49%
23	Influencers	\$0	\$0	\$12,000	\$12,000				0%
24	Destination Development	\$0	\$0	\$10,000	\$10,000				-95%
25	Digital Kiosks	\$0	\$0	\$5,000	\$5,000				-67%
26	Print Resources	\$0	\$0	\$0	\$0				-100%
27	Opportunity	\$1,000	0%	\$0	\$105,000				242%
28	Photo & Video Library	\$0	\$0	\$10,000	\$10,000				0%
29	Visitor Guide	\$20,000	8%	\$6,000	\$0				0%
30	Joint Venture	\$10,000	4%	\$0	\$0				100%
31	Trade Shows	\$0	\$0	\$2,500	\$2,500				-50%
32	Website	\$0	\$0	\$20,000	\$20,000				0%
33	Events	\$0	\$3,150	\$25,000	\$28,150				0%
34	Reserves	\$0	\$0	\$0	\$0				0%
Total Program		<u>\$201,769</u>	<u>\$9,150</u>	<u>\$397,134</u>	<u>\$608,053</u>	59%	47%		-17%
Total Expenses		<u>\$252,211</u>	<u>\$10,000</u>	<u>\$769,457</u>	<u>\$1,031,668</u>				-8%
Net Profit		<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>				



**Boards of Directors Meeting Minutes
Great Falls Convention and Visitors Bureau &
Great Falls Tourism Business Improvement District**

Thursday, May 16, 2024 | 9 AM - 10:30 AM | University of Providence, McLaughlin Center, Providence Forum, 1415 20th Street South, Great Falls MT

CVB DIRECTORS: Steve Herrig, Ron Korb, John Hayes, Susan Shannon, Brett Doney, Wayne Thares, Emily Wolfram, Dan Moreno, Brian Thompson, Beth Leatham

TBID DIRECTORS: David Buckingham, Jeff Shull, Peter Jennings, Sandra Johnson-Thares

GUESTS: George Johnson, Stefanie Brown, Heather Burcham

STAFF: Rebecca Engum, Shannon Newth, Kali Jean Tuckerman

9:08 | 1. Early Networking with Treats, Call to Order, Welcome, Introductions - Wayne Thares, Sandra Johnson-Thares

9:09 | 2. Public Comment - Wayne Thares, Sandra Johnson-Thares

Opportunity for public comment related to items on the agenda and related to Tourism in Great Falls, Montana.

9:10 | 3. Consent Agenda - Wayne Thares, Sandra Johnson-Thares

Convention and Visitors Bureau Board of Directors

- a) approve 4-18-2024 Minutes
- b) accept April Financials

CVB ACTION TAKEN

Motion made to approve consent agenda. Seconded. No discussion. All in favor. None opposed. Motion passed.

Tourism Business Improvement District Board of Directors

- a) approve 4-18-2024 Minutes
- b) accept April Financials

TBID ACTION TAKEN

Motion made to approve consent agenda. Seconded. No discussion. All in favor. None opposed. Motion passed.

9:11 | 4. Questions on Business Development or Marketing Reports - Wayne Thares, Sandra Johnson-Thares

No questions.

9:13 | 5. 2024 Paid Media YTD - Heather Burcham and Stefanie Brown

An overview of paid media efforts, creative approach, and messaging.

Brown and Burcham gave presentation.

9:37 | 6. FY24 Budget Amendment - Rebecca Engum

Convention and Visitors Bureau Board of Directors approve/deny FY24 Budget Amendment as presented.

CVB ACTION TAKEN

Motion made to approve FY24 Budget Amendment. Seconded. No discussion. All in favor. None opposed. Motion passed.

Tourism Business Improvement District Board of Directors approve/deny FY24 Budget Amendment as presented.

TBID ACTION TAKEN

Motion made to approve FY24 Budget Amendment. Seconded. No discussion. All in favor. None opposed. Motion passed.

9:41 | 7. Nominations Committee Appointment - Wayne Thares

Beth Leathem, Dan Moreno, and Emily Wolfram appointed to nominations committee.

9:45 | 8. ROUNDTABLE BREAKOUT: What should we be considering for paid media efforts for FY25?

10:01 | 9. Executive Director Report - Rebecca Engum

Engum provided report.

10:20 | 10. Director Open Discussion - Wayne Thares, Becky Amaral-Miller

Opportunity for Directors to share items impacting Great Falls, Montana and Tourism. Discussion topics could include but are not limited to:

- Have there been changes in services?
- Are you embarking on new initiatives?
- Do you have updates regarding ongoing initiatives and important efforts?
- Is there something new and exciting developing?
- Are there noticeable trends in customers, requests?
- Is there something you see coming that could create potential issues?
- What events are three months out that would bring non-Great Falls attendance?
- What new ideas have you been thinking could grow tourism in Great Falls?

Montana Performing Arts Consortium going through submissions for October showcase. Bighorn Outdoor Specialists fielding calls and questions from all over North America about outdoor recreation in Great Falls area. Downtown businesses gearing up for Mimosa Showdown and Craft Beer Week. Park and Rec gearing up for summer and Aim High should open by end of June. Miles City had record number of horses and crowds for horse racing last week and hopefully that will spill into Great Falls later this summer. GFDA is

commissioning market demand assessments for recreation and entertainment. International Scout Expo will return to Great Falls in June of 2026. Hoping to bring Cigar and Whiskey event to Great Falls. Voyagers start their season next week. Sip N Dip adding ukulele player on Wednesdays and Thursdays this summer on revamped patio. Women's Expo coming up this fall. Hot Tub sale at Montana ExpoPark this weekend before graduations and Dusty Gliko Bull Riding Challenge on June 1st. Montana State Fair concert tickets go on sale Saturday. Treasure State Outdoors kayak rentals starting soon. Tony Romo's opening end of June. Holiday Inn in process of developing additional convention space.

10:26 | 11. Public Comment - Wayne Thares, Becky Amaral-Miller

Opportunity for public comment related to Tourism in Great Falls, Montana.

No public comment.

10:27 | 12. Adjourn - Wayne Thares, Becky Amaral-Miller

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Tourism Business Improvement District (TBID) Fiscal Year 2023/2024 Budget Amendment will be brought before the Great Falls City Commission for public hearing in the Gibson Room, Room 212, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, June 18, 2024, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said TBID Budget Amendment or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

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

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: June 9 and June 16, 2024



Commission Meeting Date: June 4, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set Public Hearing on Resolution 10543 – Budget Amendment Resolution for June 18, 2024

From: Melissa Kinzler, Finance Director

Initiated By: Statutory Budget Requirements

Presented By: Melissa Kinzler, Finance Director

Action Requested: Set the Public Hearing on Resolution 10543

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing on Resolution 10543 – Budget Amendment Resolution for June 18, 2024.”

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

Staff Recommendation: Staff recommends the City Commission set the public hearing on Resolution 10543 for June 18, 2024, and provide notice for the public hearing on the budget amendment resolution.

Background: The City of Great Falls adopted the Fiscal Year 2024 (FY 2024) Annual Budget on July 18, 2023. The budget for the Scheels Aim High Big Sky Indoor Aquatics and Recreation Center (AHBS) was not included in the FY 2024 Annual Budget. This was due to the many variables that could occur with the construction and opening of the AHBS. The decision was made to present an individual budget for AHBS as construction neared completion and opening day was nearer. A targeted opening day of June 28, 2024 has been set. The following proposed budget amendments address additional budget for construction costs, one-time startup purchases, fundraising costs, and a three-month operation budget.

Budget for Additional Construction Costs – Park Maintenance District Fund

The original budget and funding for AHBS was set at \$20,000,000. \$10,000,000 from a federal grant and \$10,000,000 from debt service from the Park Maintenance District. As presented on April 16, 2024, the total cost of construction including 7 change orders, professional services, and miscellaneous construction and professional expenses is estimated to be \$21,049,435.43. A budget amendment for the additional construction costs of \$1,049,435 is needed. The funding sources of this will be from donations, \$622,723, \$339,278 from Park Maintenance District assessments, and \$87,434 from a Tourism Grant. The 7 change order agenda reports mentioned that the additional construction costs would be funded by donations or if needed from the Park Maintenance District. Total pledged donations at this time amount to \$1,725,700 (including the \$200,000 Tourism Grant). But, not all the pledged donations will be received in time to make payment on the construction costs. The pledged donations will be received over the next five years.

Currently \$643,373 has been received in donations, with \$622,723 to be used for construction and \$20,650 for scholarships. It has not been determined if future donations will be used to reimburse the Park Maintenance District or be used for operations of the AHBS.

The timing issues of reimbursement of the federal grant and the additional construction costs depletes the cash balance of the Park Maintenance District as of June 30, 2024. There will be available cash for Park Maintenance projects in December, 2024.

Budget for One-Time Startup Purchases – Park Special Revenue Fund

Budget authority and funding sources needed to be identified for additional one-time startup purchases since current donations will not be available to cover these costs and these items were not included in the construction contract. The funding source will be: \$112,566 for the Tourism Grant, and \$262,434 from the Park Special Revenue Fund. Below is a summary of the projected one-time startup purchases required:

Projected One-Time Startup Purchases	
Fitness Equipment	175,500.00
Furniture	50,250.00
Security Cameras	31,000.00
Sign	20,550.00
Scoreboard	3,760.00
Concession EQ	20,000.00
Startup IT	50,000.00
Misc EQ	23,940.00
Total	375,000.00

It has not been determined if future donations will be used to reimburse the Park Special Revenue Fund or be used for operations of the AHBS.

Budget for Fundraising Services – Park Special Revenue Fund

The City Commission entered into a professional service agreement for Sponsorship/Fundraising Services for AHBS on March 1, 2022. The funding sources for this was identified as donations, Park Special Revenue Fund, or sale of the Pasta MT land (which would be deposited in the Park Special Revenue Fund). At this time, there is not sufficient donations to cover these costs. The cost of the service as of June 30, 2024 is projected to be \$218,342.82. The professional services are estimated to end on June 30, 2024. The Park Special Revenue Fund will be used to cover these services. It has not been determined if future donations or sale of the Pasta MT land will be used to reimburse the Park Special Revenue Fund.

Budget for 3 months of operation and cash flow for the AHBS

A new Enterprise fund has been setup for AHBS operations. A 3 month budget (April 1 to June 30) for the AHBS was prepared. A deficit of **\$180,000** is projected. Funding for this deficit and startup cash flow needed to be identified.

The current Recreation Fund has a cash deficit of **\$182,856.23** as of 5/20/2024, and the deficit at year end is projected to be over **\$200,000**. The Swimming Pool Fund has a current cash balance of \$526,702.09. The proposed budget adjustment transfers \$180,000 of cash from Swimming Pool Fund to the AHBS fund for cash flow for startup costs and the projected deficit.

Future budget considerations for Fiscal Year 2025 (FY 2025)

As part of the budget development of AHBS, a projected FY 2025 budget was completed. There is a projected deficit of **\$200,000**. Funding for this deficit has not been identified at this time. This FY 2025 Projected Budget includes \$178,000 of General Fund subsidy. \$39,000 that was given in FY 2024 to the Recreation Fund and \$139,000 which was part of the \$265,000 given to the Swimming Pool Fund. A funding source for the Recreation Fund projected deficit of **\$200,000** has not been identified.

Fiscal Impact: The use of the Park Maintenance Fund for additional construction and cash flow for grant reimbursements will deplete this fund until December, 2024. The use of the Park Special Revenue Fund for one-time startup purchases and for fundraising services will bring the cash balance down to \$214,418. The use of the Swimming Pool Fund cash will bring the cash balance down to \$346,702.

Alternatives: If the public hearing on the Budget Amendment Resolution is not set, the identified funds will not be replenished and other actions will need to be taken, such as raising fees, cutting services, or increasing the General Fund subsidy.

Concurrences: The City Manager office, Park & Recreation staff and Finance staff have worked together to prepare the AHBS Budget and to identify funding sources for one time purchases and cash flow.

Attachments/Exhibits:

Resolution 10543 – Budget Amendment Resolution

Notice of Budget Amendment Hearing

AHBS 3 Month Budget

AHBS Construction Budget

RESOLUTION NO. 10543

BUDGET AMENDMENT RESOLUTION

A RESOLUTION RELATING TO BUDGET AMENDMENTS FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

- A. Montana Code Annotated § 7-6-4031 requires that, unless otherwise provided in state law, a public hearing is required for an overall increase in appropriation authority; and
- B. The notice of hearing on budget amendment was published in accordance with Montana Code Annotated § 7-1-4127, as required by Montana Code Annotated § 7-6-4021; and
- C. The hearing on budget amendments was held in accordance with Montana Code Annotated § 7-1-4131.

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

Section 1. – Budget Amendment for the Park Maintenance District Fund

The budget amendment for the Park Maintenance District Fund in the Fiscal Year 2024 Annual Budget, totaling \$1,049,435, is adopted as follows:

- 1) \$1,049,435 budget authority for the Scheels Aim High Big Sky Recreation and Aquatics Center (AHBS) for additional construction costs.

The funding sources will be \$622,723 from donations, \$339,278 from Park Maintenance assessments, and \$87,434 from a Tourism Grant.

Section 2. – Budget Amendments for the Park Special Revenue Fund

The budget amendments for the Park Special Revenue Fund in the Fiscal Year 2024 Annual Budget, totaling \$593,343, are adopted as follows:

- 1) \$375,000 budget authority for One-Time Startup Purchases for AHBS.
- 2) \$218,343 budget authority for fundraising services for AHBS

The funding source will be \$480,777 from Park Special Revenue Fund cash balance and from \$112,566 from a Tourism Grant.

Section 3. – Budget Amendments for the AHBS Fund

The budget amendments for the AHBS Fund in the Fiscal Year 2024 Annual Budget,

totaling \$371,610, are adopted as follows:

- 1) \$180,000 Transfer in from the Swimming Pool Fund to the AHBS Fund for cash flow and 3 months of operation for AHBS.
- 2) \$371,610 AHBS Personal Services and Operations budget for three months.

The funding source will be \$186,510 from Charges for Services, \$5,100 from Contribution and Donations, and \$180,000 from the cash balance of the Swimming Pool Fund.

Section 4 – Budget Amendment for the Swimming Pool Fund

The budget amendment for the Swimming Pool Fund in the Fiscal Year 2024 Annual Budget, totaling \$180,000, is adopted as follows:

- 1) \$180,000 Transfer out from the Swimming Pool Fund to the AHBS Fund for cash flow and 3 months of operation for AHBS.

The funding source will be \$180,000 from the cash balance of the Swimming Pool Fund.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, June 18, 2024.

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

Attention Legal Ads

NOTICE OF BUDGET AMENDMENT HEARING

Notice is hereby given that the City of Great Falls intends to amend its Fiscal Year 2024 annual budget. The proposed budget amendment has been placed on file and open to public inspection at the City Clerk's Office in the Civic Center, Room 204. The Fiscal Year 2024 budget amendment will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, June 18, 2024, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said City of Great Falls proposed budget amendment or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

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

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: June 9 and 16, 2024

AHBS Fund

FY 2024 3 Month Budget (April 1, 2024 to June 30, 2024)

Account Description	Administration/ Building	Facility / Programs	Sports	Aquatics	Total
REVENUES					
Department: 00 - NON-DEPARTMENTAL					
Division: 072 - TRANSFERS					
100 - Transfer in					
OPERATING TRANSFER IN	-	-	-	180,000	180,000
Total: 100 - Transfer in	-	-	-	180,000	180,000
Department: 64 - PARK & RECREATION					
40 - Charges for services					
CONCESSIONS	1,000	-	-	-	1,000
SPONSORSHIPS	1,000	-	-	-	1,000
MERCHANDISE SALES	5,500	-	-	-	5,500
DAILY ADMISSIONS	5,000	-	-	-	5,000
SWIM LESSON FEES	-	-	-	14,000	14,000
CORPORATE ADMIN FEE	1,250	-	-	-	1,250
MONTHLY MEMBERSHIP	71,775	-	-	-	71,775
ANNUAL MEMBERSHIP	15,000	-	-	-	15,000
PUNCHCARD MEMBERSHIP	5,000	-	-	-	5,000
RENTAL	2,500	-	-	-	2,500
PARTY RENTAL	5,000	-	-	-	5,000
CC CONVENIENCE FEE	8,000	-	-	-	8,000
RECREATION PROGRAM CLASSES	-	42,750	-	-	42,750
POOL RENTALS	-	-	-	8,375	8,375
TRAINING PROGRAM FEES	-	-	-	360	360
Total: 40 - Charges for services	121,025	42,750	-	22,735	186,510
90 - Other					
CONTRIBUTION & DONATIONS	5,000	-	-	-	5,000
REFUNDS & REIMBURSEMENTS	100	-	-	-	100
Total: 90 - Other	5,100	-	-	-	5,100
REVENUES Total	126,125	42,750	-	202,735	371,610
EXPENSES					
Department: 64 - PARK & RECREATION					
10 - Personal services					
SALARIES & HOURLY	43,936	43,080	16,820	59,751	163,587
HEALTH INSURANCE	13,514	6,596	6,596	9,209	35,915
PERS	4,464	1,574	1,739	5,845	13,622
WORKERS COMPENSATION	698	644	272	914	2,528
UNEMPLOYMENT INSURANCE	172	159	67	226	624
MEDICARE	637	625	244	866	2,372
FICA	2,724	2,670	1,042	3,705	10,141
MISCELLANEOUS PENSIONS	593	-	-	1,022	1,615
Total: 10 - Personal services	66,738	55,348	26,780	81,538	230,404

AHBS Fund

FY 2024 3 Month Budget (April 1, 2024 to June 30, 2024)

20 - Supplies

CHEMICAL, LAB & MEDICAL SUPPLIES	-	-	-	10,000	10,000
JANTORIAL SUPPLIES	7,500	-	-	-	7,500
OTHER OPERATING SUPPLIES	28,444	3,000	750	9,500	41,694
Building Parts repair	1,000	-	-	-	1,000
OTHER REPAIR & MAINTENANCE SUPPLIES	100	100	200	100	500
SUPPLIES FOR RESALE MISCELLANEOUS	5,000	-	-	-	5,000
Total: 20 - Supplies	42,044	3,100	950	19,600	65,694

30 - Purchased services

PRINTING, FORMS, ETC	500	200	100	100	900
ADVERTISING	3,000	-	-	-	3,000
ELECTRIC UTILITY	40,833	-	-	-	40,833
GAS UTILITY	4,834	-	-	-	4,834
CITY SANITATION DISPOSAL	960	-	-	-	960
SEWER UTILITY	2,299	-	-	-	2,299
STORM DRAIN UTILITY	507	-	-	-	507
WATER UTILITY	2,449	-	-	-	2,449
OTHER PROFESSIONAL SERVICES MISCELLANEOUS	5,000	3,000	2,000	1,000	11,000
MAINTENANCE AGREEMENTS	1,935	-	-	-	1,935
MACHINERY & EQUIPMENT REPAIR & MAINTENANCE	1,000	-	-	-	1,000
MILEAGE - PERSONAL CAR IN CITY	100	-	100	-	200
TRAVEL & TRAINING	-	-	-	-	-
CREDIT CARD FEES	5,595	-	-	-	5,595
Total: 30 - Purchased services	69,012	3,200	2,200	1,100	75,512

80 - Internal service charges

HUMAN RESOURCES	-	-	-	-	-
FISCAL SERVICES	-	-	-	-	-
CENTRAL INSURANCE	-	-	-	-	-
INFORMATION TECHNOLOGY	-	-	-	-	-
COMPUTER NETWORK	-	-	-	-	-
MAIL	-	-	-	-	-
COMPUTER EQUIPMENT MAINT	-	-	-	-	-
CITY TELEPHONE	-	-	-	-	-
ELECTRICIAN NON-RECURRING	-	-	-	-	-
COMPUTER & EQUIPMENT LEASE	-	-	-	-	-

Total: 80 - Internal service charges

	-	-	-	-	-
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90 - Capital outlay

BUIDING IMPROVEMENTS	-	-	-	-	-
MACHINERY & EQUIPMENT	-	-	-	-	-

Total: 90 - Capital outlay

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EXPENSES Total	177,794	61,648	29,930	102,238	371,610
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TOTAL REVENUES OVER (UNDER) EXPENSES	(51,669)	(18,898)	(29,930)	100,497	-
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Aim High Big Sky Construction Budget

Revenues	Amended Budget
Park Maintenance District from Debt Issuance	\$10,000,000.00
Federal Grant	\$10,000,000.00
Tourism Grant	\$87,434.00
Contributions & Donations Received	\$622,723.00
Park Maintenance Assessments	\$339,278.43
Total Revenues	\$21,049,435.43
Project Expenses	
Construction (includes State 1% withholding)	
11/2/2021 Swank Enterprise Base bid	\$17,995,000.00
11/2/2021 Swank Enterprise Alternate #19	\$354,000.00
3/1/2022 Swank Enterprise Change Order #1	(\$244,655.00)
7/5/2022 Swank Enterprise Change Order #2	\$91,029.58
6/6/2023 Swank Enterprise Change Order #3	\$116,680.25
9/5/2023 Swank Enterprise Change Order #4	\$588,052.50
10/3/2023 Swank Enterprise Change Order #5	\$13,753.20
1/16/2024 Swank Enterprise Change Order #6	\$52,978.33
4/16/2024 Swank Enterprise Change Order #7	\$31,135.57
Total Construction	\$18,997,974.43
Professional Services	
10/13/2020 L'Heureux Page Werner, PC Design	\$1,828,659.00
7/5/2022 L'Heureux Page Werner, PC Additional Services	\$56,450.00
Total Professional Services	\$1,885,109.00
Miscellaneous Construction and Professional Expenses	
8/17/2021 Trenchless Solutions- Water Main Relocation	\$136,860.00
DEQ/water line	\$525.00
NW Energy	\$15,243.00
State Pool Inspection	\$1,800.00
Tribune	\$1,029.00
Builders Exchange	\$81.00
Building permit	\$3,750.00
Engineering	\$2,916.00
Water Line Inspections	\$4,148.00
Total	\$166,352.00
Total Expenses	\$21,049,435.43
Revenues Over (Under) Expenses	\$0.00



Commission Meeting Date: June 4, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Lease Agreement with Community Early Education Center LLC for a Child Care Service Center located at the Community Recreation Center, 801 2nd Avenue North

From: Park and Recreation Department

Initiated By: Park and Recreation Department

Presented By: Steve Herrig, Park & Recreation Director

Action Requested: Approve Addendum #3 to Lease Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Addendum #3 to Lease Agreement with Community Early Education Center LLC for a child care service center located at the Community Recreation Center, 801 2nd Avenue North.”

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

Staff Recommendation: Staff recommends the City Commission approve Addendum #3 to Lease Agreement with Community Early Education Center LLC.

Summary: Community Early Education Center LLC desires to assume complete occupancy of the City owned property, Community Recreation Center, for the use of daycare services.

Background: Pursuant to the Official Code of the City of Great Falls (OCCGF) Title 3, Chapter 4, after conducting a public hearing on January 3, 2023, the Commission approved a Lease Agreement with A Child’s World LLC for the public purpose of providing a child care service center at the Community Recreation Center located at 801 2nd Avenue North. The lease provided for certain areas to operate a day care, and included access to the outside play area and gymnasium upon availability. The term of the lease was for a period of three years through December 31, 2025, at a monthly lease rate of \$1500.

At its June 6, 2023 meeting, the City Commission approved Addendum #1 to the Lease Agreement with A Child’s World LLC to expand in its current location on the first and second floors for an additional \$0.58 per sq. ft.

At its October 3, 2023 meeting, the City Commission ratified a Merger Agreement between A Child's World LLC and Community Early Education Center LLC (CEEC) with the surviving entity being CEEC.

Subsequently, CEEC wanted to expand in its current location to provide more jobs and high quality child care programming for the community. On January 2, 2024, the City Commission approved Addendum #2 to Lease Agreement with CEEC.

CEEC provides excellent child care services and desires to once again expand in its current location. Approval of Addendum #3 to Lease Agreement will give CEEC full access to the property for a monthly rate of \$7,000 beginning June 1, 2024 through the remainder of the lease agreement or sale of the property.

CEEC will assume all responsibility of paying the building utilities, including but not limited to, Electric, Gas, Sanitation, Water, Sewer, and Storm Drain.

CEEC shall, throughout the term of this Lease Agreement, and at its own cost and without any expense to the Lessor, keep and maintain the leased premises, including building and improvements, maintenance and repairs, including but not limited to, day-to-day upkeep and maintenance of the interior and exterior.

All other conditions and covenants of the Lease Agreement approved by the City Commission on January 3, 2023, and subsequent approved Addendums #1 and #2, remain in full force and effect, with the exceptions of changes specified in Addendum #3. Lease terms, prices and conditions subject to change at time of renewal.

The City of Great Falls Park and Recreation Department has held an agreement with A Child's World Day Care/Community Early Education Center LLC for use of certain areas in the Community Recreation Center since November of 2003.

Fiscal Impact: The lease provides a consistent revenue source for the Community Recreation Center as per lease amounts listed above. Approval of the Addendum #3 will alleviate the City from the financial operations of Community Recreation Center upon moving to the new Scheele's Aim High Big Sky Recreational Center.

Alternatives: The alternative would be to deny the Addendum #3.

Attachments/Exhibits: Addendum #3

ADDENDUM #3 TO LEASE AGREEMENT WITH COMMUNITY EARLY EDUCATION CENTER LLC FOR A CHILD CARE SERVICE CENTER LOCATED AT THE COMMUNITY RECREATION CENTER

THIS AGREEMENT, made and enter into this ____ day of _____, 2024 by and between the City of Great Falls, Montana, a municipal corporation, hereinafter referred to as “City” and Community Early Education Center LLC, hereinafter referred to as “Lessee,” and agree as follows:

WHEREAS, at its January 3, 2023 meeting, the City Commission approved a three (3) year Lease Agreement with A Child’s World LLC, for the public purpose of providing a child care service center at 801 2nd Avenue North through December 31, 2025; and

WHEREAS, at its June 6, 2023 meeting, the City Commission approved Addendum #1 to Lease Agreement with A Child’s World LLC to expand in its current location to include main floor rooms labeled “Meeting Room” and “Trophy Room” as well as second floor rooms; and

WHEREAS, A Child’s World LLC and Community Early Education Center LLC entered into a Merger Agreement with the surviving entity being Lessee that was ratified by the Commission at its October 3, 2023 meeting; and

WHEREAS, at its January 2, 2024 meeting, the City Commission approved Addendum #2 to Lease Agreement with Lessee to expand in its current location to include main floor rooms labeled “Kitchen” and Dining Room; and

WHEREAS, the Lessee has provided excellent child care services at the Community Recreation Center, 801 2nd Avenue North, Great Falls, MT; and

WHEREAS, Lessee desires once again to expand in its current location to provide more jobs and high quality child care and programming for the community.

NOW, THEREFORE, the City and Lessee mutually agree as follows:

1. Lessee will be given full access to the property for a monthly rate of \$7,000 beginning June 1, 2024 through the remainder of the lease agreement or sale of the property.
2. Lessee will assume all responsibility of paying the building utilities, to included but not limited to: Electric, Gas, Sanitation, Water, Sewer, and Storm Drain.
3. Lessee shall, throughout the term of this Lease Agreement, and at its own cost and without any expense to the Lessor, keep and maintain the leased premises, including building and improvements, all maintenance and repairs, including but not limited to, day-to-day upkeep of the interior and exterior maintenance; with the exception of any needed roof repairs
4. All other conditions and covenants of the Lease Agreement approved by the Commission on January 3, 2023, and subsequent Addendums #1 and #2to Lease Agreement , remain in full force and effect, with the exceptions of changes specified in Addendum #3. Lease terms, prices and conditions subject to change at time of renewal.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the persons duly authorized thereto the day and year first hereinabove written

CITY OF GREAT FALLS

APPROVED FOR LEGAL CONTENT

Gregory T. Doyon, City Manager

David Dennis, City Attorney

ATTEST:

**COMMUNITY EARLY EDUCATION CENTER,
LLC.**

Lisa Kunz, City Clerk

By: Laurie O'Leary, Owner
Title _____

[Official Seal]

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 11 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Designation Of Premises (Part Leased To You): 801 2nd Ave N Great Falls, MT 59401
Name Of Person(s) Or Organization(s) (Additional Insured): City of Great Falls Po Box 5021 Great Falls, MT 59403
Additional Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

- This insurance does not apply to:
1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
 2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Commission Meeting Date: June 4, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

- Item:** Ordinance 3266 – An Ordinance by the City Commission of the City of Great Falls to rezone the property addressed as 1525 3rd St NW and legally described as Lot 2 of Riverview Tracts 5th Supplement, Section 2, T20N, R3E, P.M.M., Cascade County, Montana, from M-2 Mixed-use Transitional to C-2 General Commercial.
- From:** Lonnie Hill, Deputy Director, Planning and Community Development
- Initiated By:** Town Pump, Inc.
Represented by Joe Murphy, Big Sky Civil & Environmental
- Presented By:** Brock Cherry, Director, Planning and Community Development
- Action Requested:** City Commission adopt Ordinance 3266 and the accompanying Findings of Fact.

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

 “I move that the City Commission (adopt/deny) Ordinance 3266 allowing the rezone request from M-2 Mixed-use Transitional to C-2 General Commercial for the property legally described in the Staff Report, and the accompanying Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicant.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation:

The Zoning Commission recommended that the City Commission approve the applicant’s request for a Zoning Map Amendment at the conclusion of a public hearing held on April 9, 2024. In addition, staff recommends approval with the following conditions:

Conditions of Approval:

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Land Use & Zoning.** The proposed plans shall conform to the C-2 General Commercial zoning district development standards contained within the Official Code of the City of Great Falls.
3. **Engineering Review.** The final engineering drawings and specifications for improvements to the subject property shall be submitted to the City Public Works Department for review and approval.

Background & Prior Nonconforming Uses:

The subject property, located at 1525 3rd Street NW, includes a vacant commercial building on 0.87 acres and is currently within the M-2 Mixed-use Transitional Zoning District. The applicant requests a zoning map amendment to rezone the subject property to C-2 General Commercial to allow for the redevelopment of the existing building into a lounge, casino, and provide off-premise alcohol sales. The proposed land uses are not permitted within the M-2 Zoning District, necessitating the request to rezone the property to C-2, which allows a lounge, casino, and off-premise alcohol sales as permitted uses.

The property was most recently the west side location of the restaurant “Best Wok,” which was established in 2016. Before Best Wok, the site was the location of the restaurant “New Peking,” which included a lounge, casino, and liquor sales. At that time, each use was considered legal nonconforming as they were established upon the property before current zoning regulations. According to OCCGF §17.64.020, if a nonconforming use ceases for any reason for more than twenty-four (24) months, any subsequent use shall conform with this Title. According to City records, the previous uses of a lounge, casino, and liquor sales have not occurred on-site in more than (24) months, and therefore, the establishment of these uses necessitates a rezone to C-2.

Zoning Map Amendment Request:

The subject property is currently within the M-2 Mixed-use Transitional zoning district. The applicant is requesting the subject property be rezoned to C-2 General Commercial for the purpose of renovating the existing building and site. The properties to the north, east, and south of the subject property are also within the M-2 zoning district. The property west of the subject property, across 3rd Street NW, is within the C-2 General Commercial zoning district, the same district being requested.

According to OCCGF §17.20.2.040 the M-2 district is intended to promote a transition over time to a predominately mixed-use land use pattern. Because of changing economic conditions and other factors, some current uses do not represent the highest and best use, given other more suitable areas. The proposed C-2 District primarily intends to accommodate high-traffic businesses that focus on vehicle traffic. Staff finds the request to rezone to C-2 is appropriate because of the existing conditions of the commercial site and its location upon a principal arterial, 3rd Street NW, that can accommodate high-traffic business activity, which is a defining characteristic of the C-2 district.

A zoning map amendment requires a public hearing to be conducted by the Zoning Commission and the City Commission and the surrounding property owners to be notified of the hearings and a sign posted on the property. Public notice for the City Commission public hearing was published in the Great Falls Tribune on May 19, 2024. To date, Staff has yet to receive any public comment regarding the request.

The basis for decision on zoning map amendments, i.e. rezoning or zone changes, is listed in OCCGF §17.16.40.030. The recommendation of the Zoning Commission and the decision of the City Commission shall, at a minimum, consider the criteria which are attached as *Attachment A – Basis of Decision – Zoning Map Amendment*.

2013 Growth Policy Update Analysis:

Staff has reviewed the City’s 2013 Growth Policy Update and has concluded that the Growth Policy supports the proposed zoning map amendment. Specifically, the Growth Policy lists physical goals and principles on page 88 that encourage development in areas that can best accommodate it based on infrastructure, access, and proximity to major employers. The Growth Policy also lists policies on page 144 that support the utilization of existing infrastructure and identify underutilized parcels as candidates for redevelopment. Page 155, the Growth Policy states that economic policy should continue efforts to expand, retain, and attract new businesses to Great Falls. Additionally, physical policies on page 162 of the Growth Policy prioritize infill development, including the goal of incentivizing the redevelopment or adaptive reuse of vacant or underutilized properties to maximize the City’s existing infrastructure. The supporting findings are listed in *Attachment A – Basis of Decision – Zoning Map Amendment*.

The Missouri River Urban Corridor Plan Analysis:

The subject property is located within the “Primary Impact Area” of The Missouri River Urban Corridor Plan, shown on page 15 of the Plan. A primary impact area includes lands with strong relationships to the river that are most central to the Corridor Plan. Staff notes the subject property does not immediately front the Missouri River and is located upon a principal arterial street frontage, 3rd Street NW. This area, including the subject property, was an existing commercial development at the time of the Plan’s adoption. On page 43, the Plan acknowledges existing commercial properties and states a goal to incorporate existing commercial developments into the new community. In addition, the Plan states that commercial development capitalizes on primary street frontage and acts as a buffer, sheltering residential development behind. The Plan also states that the lack of growth is the single biggest barrier to success for the community and the riverfront. As a result, Staff finds consistency between the applicant’s request to rezone the property to C-2 to allow for the utilization of an existing vacant commercial site and the Missouri River Urban Corridor Plan.

Transportation Analysis:

The existing site has two accesses onto 3rd Street NW along the northwest property line. 3rd Street NW is classified as a principal arterial within the Montana Department of Transportation’s (MDT) network of roads. MDT currently maintains the street. The proposed use of a lounge, casino, and liquor store is expected to generate trip volumes similar to those generated by the most recent restaurant use. No significant change in traffic impact or demand is anticipated.

Neighborhood Council:

The subject property is located in Neighborhood Council #3. The applicant’s representative presented at the Council’s regularly scheduled March 7th meeting. The Council voted 2-1 to support the rezoning request.

Concurrences:

Representatives from the City’s Public Works Department and Fire Department have been involved in the review process for this application. Review of the building permit for the proposed redevelopment will require review from other City departments at the time of building permit submittal. This review will include coordination with the other City Departments to develop the subject property. No code compliance issues have been identified in the interdepartmental review process.

Fiscal Impact:

Approval of this request is expected to result in the redevelopment of an existing vacant commercial building, increasing the property's value. This, in turn, would result in increased revenue for the city and other entities whose revenue is based upon property valuation. The applicant will bear the cost of utility connections and all site improvements. This infill project utilizes existing utility infrastructure and is located within an area already served by City Fire, Police, and EMS services.

Alternatives:

The City Commission could recommend denial of the zoning map amendment. For this action, the City Commission must provide a separate Basis of Decision for the zoning map amendment request.

Attachments/Exhibits:

- Ordinance 3266
- Ordinance 3266 Exhibit A
- Attachment A – Basis of Decision – Zoning Map Amendment
- Attachment B - Aerial Map
- Attachment C - Allowable Uses C-2 and M-2
- Attachment D - Application Packet

ORDINANCE 3266

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA TO REZONE THE PROPERTY LEGALLY DESCRIBED AS LOT 2 OF RIVERVIEW TRACTS 5TH SUPPLEMENT, SECTION 2, T20N, R3E, PMM, CASCADE COUNTY, MONTANA, FROM M-2 MIXED-USE TRANSITIONAL TO C-2 GENERAL COMMERCIAL

* * * * *

WHEREAS, the subject property, located at 1525 3rd St NW and legally described above, is presently zoned M-2 Mixed-use Transitional; and

WHEREAS, the property owner, represented by Town Pump Inc., has petitioned the City of Great Falls to rezone said properties to the C-2 General Commercial zoning district; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on April 9, 2024, to consider said rezoning from M-2 Mixed-use Transitional to C-2 General Commercial zoning district and, at the conclusion of said hearing, passed a motion recommending the City Commission rezone the property legally described as Lot 2 of Riverview Tracts 5th Supplement, Section 2, T20N, R3E, P.M.M., Cascade County, Montana; and

WHEREAS, notice of assigning said zoning classification to the subject properties was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 4th day of June, 2024, before final passage of said Ordinance herein; and

WHEREAS, following said public hearing, it was found and decided that the zoning map amendment on said properties meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said rezoning designation be made.

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

Section 1. It is determined that the herein requested rezoning meets the criteria and guidelines cited in Mont. Code Ann §76-2-304, and Section 17.16.40.030 of the OCCGF.

Section 2. That the property legally described as: Lot 2 of Riverview Tracts 5th Supplement, Section 2, T20N, R3E, P.M.M., Cascade County, Montana, be rezoned to C-2 General Commercial as shown in Exhibit A.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading May 7, 2024.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading June 4, 2024.

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

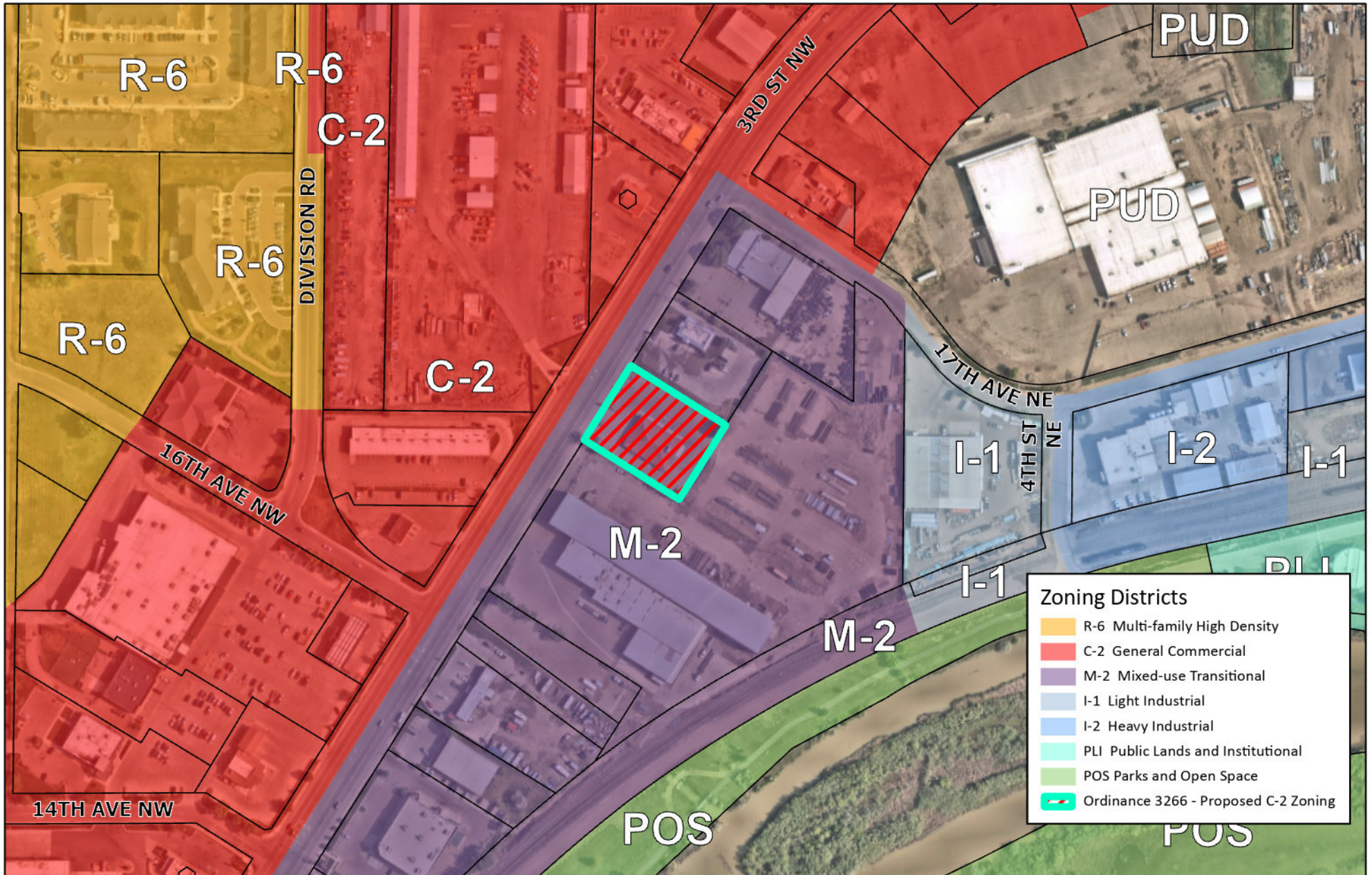
State of Montana)
County of Cascade : ss
City of Great Falls)

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3266 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Ordinance 3266 - Exhibit A

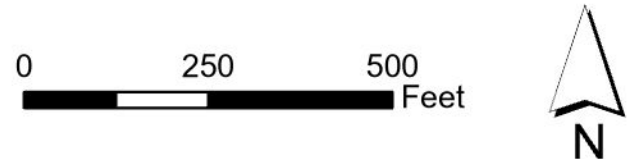


Zoning Districts

- R-6 Multi-family High Density
- C-2 General Commercial
- M-2 Mixed-use Transitional
- I-1 Light Industrial
- I-2 Heavy Industrial
- PLI Public Lands and Institutional
- POS Parks and Open Space
- Ordinance 3266 - Proposed C-2 Zoning



- Parcels
- Ordinance 3266 - Proposed C-2 Zoning



ATTACHMENT A

BASIS OF DECISION – ZONING MAP AMENDMENT

Lot 2 of Riverview Tracts 5th Supplement, Section 2, T20N, R3E, P.M.M., Cascade County, Montana

PRIMARY REVIEW CRITERIA:

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls (OCCGF) §17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

1. The amendment is consistent with and furthers the intent of the City's growth policy.

The proposed zoning map amendment is consistent with the overall intent and purpose of the City of Great Falls 2013 Growth Policy Update. The request to rezone property from M-2 Mixed-use Transitional to C-2 General Commercial will allow the applicant to utilize the existing vacant site and building. The applicant requests a zoning map amendment to rezone the subject property to C-2 General Commercial to allow for the establishment of a lounge, casino, and off-premise alcohol sales. The land use of a casino is not permitted within the M-2 zoning district, necessitating the request to rezone the property to C-2 which allows a casino as a permitted land use. Staff finds the City's Growth Policy strongly supports the proposed zoning map amendment to facilitate redevelopment upon an infill lot so as to maximize the City's existing infrastructure and services. The zoning map amendment request is consistent with several sections and policies of the Growth Policy including:

Physical Goals and Principles (page 88)

Encourage development in areas that can best accommodate it based on infrastructure, access, and proximity to major employers.

Key Implementation Strategies (page 117)

Encourage the Development of Underutilized or Vacant Lands and Enclaves.

Environmental Policies – Urban Form (page 144)

2.3.1 In order to maximize existing infrastructure, identify underutilized parcels and areas with infill potential as candidates for redevelopment in the City.

Economic Policies – Attract and Retain New Business (page 155)

3.4 Continue efforts to expand, retain and attract new businesses to Great Falls.

Physical Policies - Land Use (page 162)

4.1.1 Promote and incentivize infill development that is compatible with the scale and character of established neighborhoods.

4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

ATTACHMENT A

The proposed zoning map amendment will enable these policies to be addressed and further the implementation of the Growth Policy.

2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject property is located in Neighborhood Council #3. The applicant's representative presented at the Council's regularly scheduled March 7TH, 2024 meeting. The Council voted 2-1 to support the rezone request. Because there is no adopted neighborhood plan adopted for the general area, the amendment is not inconsistent with Criterion #2.

3. The amendment is consistent with other planning documents adopted by the City Commission, including a river corridor plan, transportation plan, and sub-area plans.

The subject property is located within the "Primary Impact Area" of The Missouri River Urban Corridor Plan shown on page 15 of the plan. A primary impact area includes lands with strong relationships to the river that are most central to the Corridor Plan. Staff notes the subject property is not immediately fronting the Missouri River, and is located upon a principal arterial street frontage, 3rd Street NW. This area, including the subject property, was an existing commercial site at the time of the Plan's adoption. On page 43, the Plan acknowledges existing commercial properties and states a goal to incorporate existing commercial developments into the new community. In addition, the Plan states commercial development capitalizes on primary street frontage and acts as a buffer, sheltering residential development behind. The Plan also states the lack of growth is the single biggest barrier to success-for the community and the riverfront. As a result, Staff finds consistency between the applicants' request to rezone the property to C-2 to allow for the utilization of an existing vacant commercial site and the Missouri River Urban Corridor Plan.

4. The code with the amendment is internally consistent.

The proposed amendment to establish C-2 General Commercial zoning will not be in conflict with any portion of the existing City Code and will be internally consistent. The proposed use of a lounge, casino, and liquor store fits within with the context of the existing commercial corridor based on the surrounding uses surrounding the subject property. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the neighborhood, as the subject properties are existing residential properties.

5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.

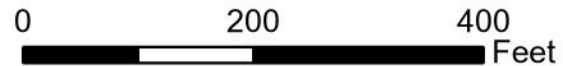
There are no existing public health, safety, or welfare issues that have been identified for this property. The zoning assignment will have no impact on these issues.

ATTACHMENT A**6. The City has or will have the financial and staffing capability to administer and enforce the amendment.**

The City has the financial and staffing capability to administer and enforce the amendment if it is approved. The use of the subject property conforms to the proposed zoning, and no public infrastructure needs to be provided to support the new zoning designation on the property.



- Parcels
- Subject Property



Title 17 - LAND DEVELOPMENT CODE
Chapter 20 - LAND USE
Article 3 ALLOWABLE USES

Article 3 ALLOWABLE USES

Sections:

17.20.3.010 Allowable uses within zoning districts.

For the purposes of this Title, land uses are categorized as principal, accessory, and temporary. The land uses that are allowable in one (1) or more districts are defined in Chapter 8 of this Title. Exhibit 20-1 through 20-3 lists the uses as allowed in one (1) or more base zoning districts. The coding system, as described below, is used to identify the appropriateness of the land uses in each of the various base districts and the type of review if allowed.

"P" indicates that the use is permitted in the district by right, provided that all other provisions of this Title are met. These uses do not undergo public review, but are reviewed at the administrative level to ensure compliance.

"-" indicates that the use is not permitted in the district.

"C" indicates that the use is permitted in the district as a conditional use.

17.20.3.020 Similarity of uses.

Because the list of uses cannot include every conceivable type of activity, those uses that are listed shall be interpreted to include other uses that are of a similar nature and have similar impacts to the listed use.

17.20.3.030 Uses not listed.

Those uses not listed, and which cannot be interpreted to be similar to any listed use, as provided for above, shall be prohibited.

17.20.3.040 Project classified in more than one (1) land use category.

In the event that the proposed project includes more than one (1) land use category, the following rules shall apply:

1. **Prohibited and allowable uses in project.** If a proposed project includes both an allowable use(s) and a prohibited use(s), the prohibited portion of the project may not occur in the district.
2. **More than one (1) review type or development standard in project.** If a proposed project includes more than one (1) use, with different levels of approval, the strictest of the approval procedures shall apply to the whole project.

17.20.3.050 Relationship of a principal use to an accessory use.

Before an accessory use may be established, the premises shall host a principal use.

17.20.3.060 Certain land uses shown as permitted may be a conditional use.

A permitted land use (as shown in Exhibit 20-1, 20-2, 20-3) that emits air contaminants or potentially offensive odors outside of the building, or that handles radioactive materials, hazardous substances, hazardous waste, or regulated substances shall be considered a conditional use in every circumstance.

Exhibit 20-1. Principal Uses by District

Use	C-2	M-2	Special Standards
Agriculture, horticulture, nursery	-	-	17.20.6.005
Marijuana cultivation	-	-	
Mobile home/park	-	-	17.20.6.010
Residence, single-family detached	-	P	
Residence, zero lot line	-	P	17.20.6.020
Residence, two-family	-	P	
Residence, multi-family	P	P	17.20.6.040
Residence, townhouse	-	P	17.20.6.050
Residence, manufactured/factory-built	-	P	17.20.6.060
Retirement home	-	P	
Community residential facility, type I	-	P	
Community residential facility, type II	-	C	
Day care center	P	P	
Emergency shelter	C	C	
Family day care home	-	P	
Group day care home	-	P	
Nursing home	C	P	
Campground	C	-	17.20.6.070
Hotel/motel	P	P	

Micro-brewery	P	C	17.20.6.080
Restaurant	P	P	17.20.6.080
Tavern	P	C	17.20.6.080
Agriculture sales	-	-	
Auction sales	C	-	
Construction materials sales	P	-	
Convenience sales	P	-	
General sales	P	P	
Manufactured housing sales	-	-	
Marijuana dispensary	-	-	
Off-site liquor sales	P	C	
Secondhand sales	P	-	
Shopping center	P	-	
Administrative services	P	P	
Commercial kennel	P	-	17.20.6.090
Financial services	P	P	
Funeral home	P	P	
General services	P	P	
Professional services	P	P	
Sexually-oriented business	-	-	17.20.6.100
Veterinary clinic, large animal	C	-	
Veterinary clinic, small animal	P	P	17.20.6.110
Large equipment rental	C	-	

Small equipment rental	P	-	
General repair	P	-	
Vehicle fuel sales	P	-	
Vehicle repair	P	-	17.20.6.120
Vehicle sales and rental	P	-	
Vehicle services	P	P	
Agricultural commodity storage facility	-	-	
Climate controlled indoor storage	P	P	
Fuel tank farm	-	-	
Marijuana transporter	-	-	
Mini-storage facility	-	C	17.20.6.130
Freight terminal	-	-	
Warehouse	-	C	
Casino	P	-	
Indoor entertainment	P	C	
Indoor sports and recreation	P	C	
Golf course/driving range	-	-	
Miniature golf	P	C	
Outdoor entertainment	-	-	
Park	P	P	
Recreational trail	P	P	
Administrative governmental center	P	P	

Animal shelter	C	C	17.20.6.160
Cemetery	-	-	17.20.6.170
Civic use facility	P	P	
Community center	P	P	
Community cultural facility	P	P	
Community garden	C	P	17.20.6.175
Public safety facility	P	P	
Worship facility	P	P	17.20.6.180
Health care clinic	P	P	
Health care facility	P	C	
Health care sales and services	P	P	
Commercial education facility	P	P	
Educational facility (K–12)	-	C	17.20.6.200
Educational facility (higher education)	C	C	
Instructional facility	P	P	
Composting facility	-	-	17.20.6.210
Recycling center	-	-	17.20.6.220
Solid waste transfer station	-	-	17.20.6.230
Amateur radio station	-	-	17.20.6.240
Telecommunication facility			17.20.6.250
Concealed facility	P	P	
Unconcealed facility	C	C	
Co-located facility	P	C	
Utility installation	C	C	

Airport	-	-	
Bus transit terminal	P	C	
Heli-pad	C	C	17.20.6.260
Parking lot, principal use	P	P	
Parking structure	P	P	
Railroad yard	-	-	
Taxi cab dispatch terminal	P	P	
Contractor yard, type I	C	P	17.20.6.270
Contractor yard, type II	-	C	17.20.6.280
Artisan shop	P	P	
Industrial, heavy	-	-	
Industrial, light	-	-	
Industrial park	-	-	
Junkyard	-	-	17.20.6.290
Light manufacturing and assembly	P	P	17.20.6.300
Marijuana manufacturing	-	-	
Marijuana testing laboratory	-	-	
Motor vehicle graveyard	-	-	17.20.6.310
Motor vehicle wrecking facility	-	-	17.20.6.320

- The use is not permitted in the district
- C The use is allowed through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 6 of this chapter, as appropriate (Ord. 3259 , 2023; Ord. 3251 , 2022; Ord. 3249 , 2022; Ord. 3221 , 2020; Ord. 3166, 2017; Ord. 3087, 2012; Ord. 3068, 2011; Ord. 3056, 2010)

Exhibit 20-2. Accessory uses by district

Use	C-2	M-2	Special Standards
Accessory living space	P	P	17.20.7.010
Agriculture, livestock	-	-	17.20.7.080
ATM, exterior	P	P	17.20.7.020
Bed and breakfast	-	P	17.20.7.030
Fences	P	P	17.20.7.040
Gaming, accessory	P	P	17.20.7.050
Garage, private	P	P	17.20.7.060
Home occupation	P	P	17.20.7.070
Private stable/barn	-	-	17.20.7.080
Residence, accessory	P	P	17.20.7.085
Roadside farmer's market	-	-	17.20.7.090
Storage containers	P	-	17.20.7.100
Wind-powered electricity systems	P	P	17.20.7.110

- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 7 of this chapter, as appropriate
(Ord. 3251 , 2022; Ord. 3249 , 2022; Ord. 3087, 2012; Ord. 3056, 2010; Ord. 3034, 2009)

Exhibit 20-3. Temporary uses by district (see 17.20.8.010 for Special Standards)

Use	C-2	M-2	Special Standards
Garage sales	P	P	17.20.8.015
Itinerant outdoor sales	P	P	17.20.8.020
On-site construction office	P	P	17.20.8.030
On-site real estate sales office	-	P	17.20.8.040
Outdoor entertainment, temporary	P	-	
Sidewalk café	P	P	17.20.8.050
Sidewalk food vendor	P	P	17.20.8.060

- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 8 of this chapter, as appropriate
(Ord. 3251 , 2022; Ord. 3249 , 2022; Ord. 3221 , 2020; Ord. 3056, 2010)

17.20.3.070 Prohibited land uses.

No use of land shall be permitted by right or conditionally permitted within the City of Great Falls that is in violation of federal, state or local law, except for land uses relating to activities licensed by the Montana Department of Revenue under the Montana Marijuana Regulation and Taxation Act and identified as allowed in 17.20.3.010 and its accompanying exhibits.

(Ord. 3249 , 2022; Ord. 3054, 2010)

Date Stamp:

CITY OF GREAT FALLS
PLANNING & COMMUNITY DEVELOPMENT DEPT.
P.O. BOX 5021, GREAT FALLS, MT, 59403-5021
406.455.8430 • WWW.GREATFALLSMT.NET

LAND USE APPLICATION

- Annexation: \$3,000 + \$150/acre
- Preliminary Plat, Major: \$4,000 + \$100/lot
- Final Plat, Major: \$2,000 + \$50/lot
- Minor Subdivision: \$3,000
- Zoning Map Amendment: \$4,000
- Conditional Use Permit: \$3,000
- Planned Unit Development: \$4,000
- Amended Plat, Non-administrative: \$3,000

Name of Project (if applicable):

1525 3rd St NW Great Falls, MT 59404

Project Address:

Town Pump, Inc.

Applicant/Owner Name:

600 S Main St Butte, MT 59702 attn: Dan Sampson

Mailing Address:

406-497-6700

dans@townpump.com

Phone:

Email:

Joe Murphy

Representative Name:

406-727-2185

jmurphy@bigskyce.com

Phone:

Email:

LEGAL DESCRIPTION:

RIVERVIEW TRACTS NO 5, Lot 002, PLAT 1296 RIVERVIEW TRACTS 5TH

Lot/Block/Subdivision:

S02 / T20N / R03E

Section/Township/Range:

ZONING (ZONING MAP AMENDMENT ONLY):

LAND USE (CONDITIONAL USE ONLY):

M-2 mixed use transit. C-2 general commerci

Current:

Proposed:

Current:

Proposed:

I (We), the undersigned, understand that the filing fee accompanying this application is not refundable. I (We) further understand that the fee pays for the cost of processing, and the fee does not constitute a payment for approval of the application. I (We) further understand that public hearing notice requirements and associated costs for land development projects are my (our) responsibility. I (We) further understand that other fees may be applicable per City Ordinances. I (We) also attest that the above information is true and correct to the best of my (our) knowledge.

Applicant/Owner's Signature:

Date:

Representative's Signature:

Date:

2-14-24

2-14-24



February 14, 2024

Mr. Lonnie Hill, Senior City Planner
City of Great Falls Planning & Community Development
P.O. Box 5021
Great Falls, MT 59403-5021

RE: Zone Change – Former Best Wok, 1525 3rd St NW

Dear Mr. Hill,

Transmitted herewith are the following items in support of the proposed zone change:

- Land Use Application executed by owner and representative.
- Exhibit showing the property proposed to be rezoned.
- \$4,000 Check covering the fee for the rezone.

The purpose of the proposed rezone of the property to C-2 is to allow the property to be used as a lounge / casino and to allow the sale of off-premises alcohol; under the current M-2 property zoning, these uses are not allowed.

Please contact me should have *any* questions or concerns or if you need further information.

Sincerely,

Joseph Murphy, P.E.
Big Sky Civil & Environmental, Inc.

cc: Dan Sampson, Town Pump

encl. (see above)

bsc&e
BIG SKY CIVIL & ENVIRONMENTAL, INC

ENGINEERS - PLANNERS - DESIGNERS -
LAND SURVEYORS - ENVIRONMENTAL SPECIALISTS

1324 13th Ave. SW
P.O. BOX 3625
GREAT FALLS, MT 59403
(406)727-2185 OFFICE
(406)727-3656 FAX
www.bigskyce.com

PROFESSIONAL SEAL

BY: CJM
DATE: 2/15/24

OWNER:

PROJECT NAME:

TOWN PUMP
CASINO

SHEET TITLE:

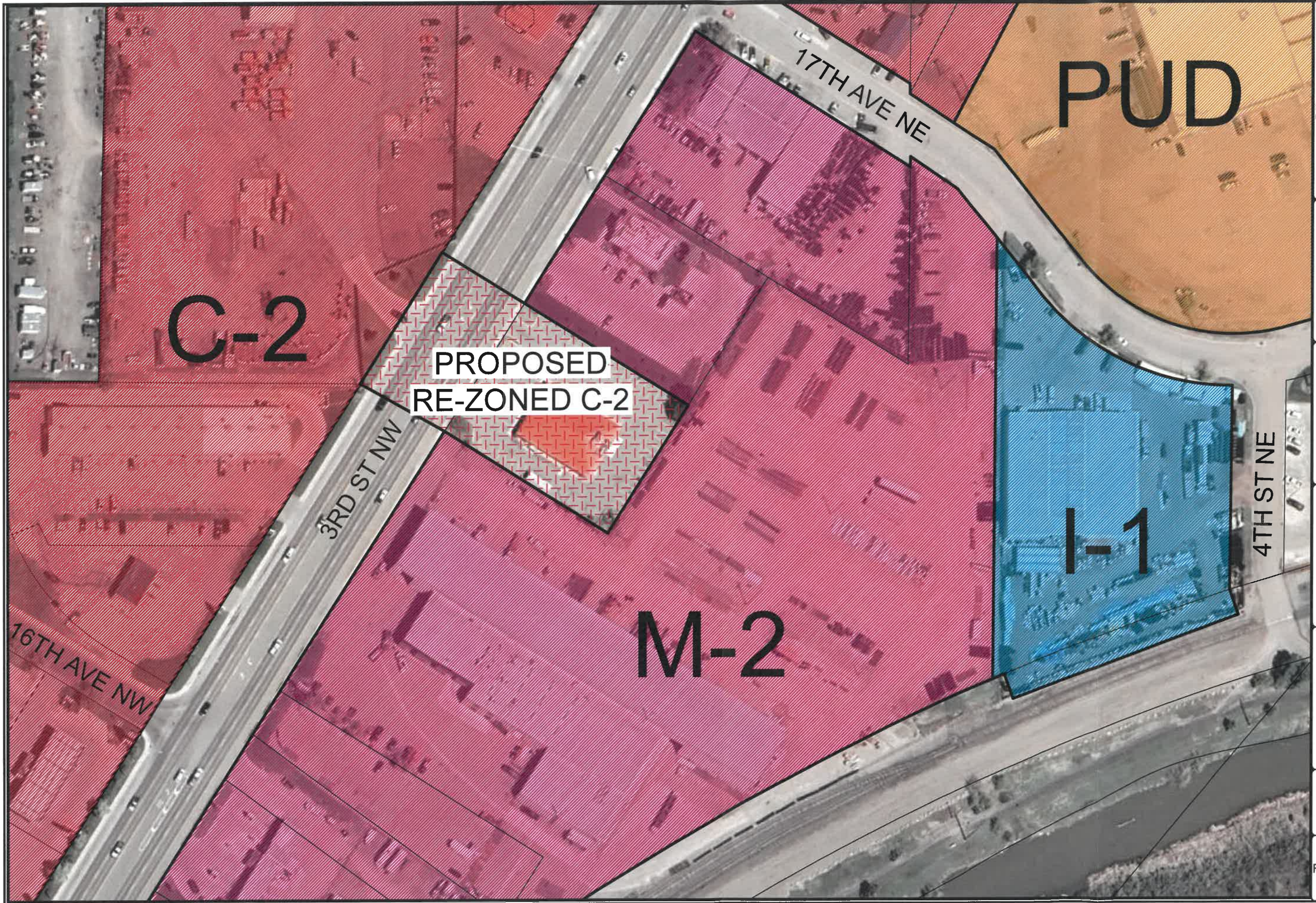
ZONING MAP

DRAWING INFORMATION:

OFFICE PROJECT NUMBER: 24B
OWNER FILE NUMBER: XXXX
CADD FILE NAME: 24B-CITYMAP
ASSOCIATED PROJECTS: XXXX

FIGURE:

FIG. 1





Commission Meeting Date: June 4, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

- Item:** Resolution 10546 – A resolution by the City Commission of the City of Great Falls for a Conditional Use Permit for a “Type II Community Residential Facility” land use upon the property legally described as Lot 7 of Block 5 of the Montana Addition.
- From:** Sara Doermann, Associate City Planner, Planning and Community Development
- Initiated By:** Annaliza Koczur, Owner, Park View Assisted Living
- Presented By:** Brock Cherry, Director, Planning and Community Development
- Action Requested:** City Commission adopt Resolution 10546 and the accompanying Basis of Decision subject to the Conditions of Approval being fulfilled by the applicant.

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10546 for a Conditional Use Permit for a “Type II Community Residential Facility” land use upon the property legally described as Lot 7 of Block 5 of the Montana Addition and the accompanying Basis of Decision subject to the applicant fulfilling the listed Conditions of Approval”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Zoning Commission Recommendation:

The Zoning Commission recommended that the City Commission deny the applicant’s request for a Conditional Use Permit for a “Type II Community Residential Facility” at the conclusion of the public hearing held on January 9, 2024.

Framework for Staff's Recommendation:

The Conditional Use Permit process involves a public decision-making process to determine whether a land use not typically permitted by City code can be accommodated in its specific location without causing particular negative impacts. For the City Commission to make this decision, City staff has provided as much information as possible to assess whether the impacts are reasonable or negative. The applicant's request is challenging to evaluate because the increase in beds from 14 to 17 is minimal. However, three circumstances related to the applicant's existing operation have raised concerns in the neighborhood and triggered questions from staff. Firstly, a conditional use permit has yet to be issued to the existing applicant or the former property owner to allow for an increase in the number of residents. Secondly, the assisted living facility is located next to an active student drop-off area where motorists drop off their children to walk to Meadow Lark Elementary School. Thirdly, the facility receives more EMS calls than the typical single-family residences in the area.

The potential for conflict between EMS responders and the school drop-off activity was repeatedly noted in public input received by staff prior to the scheduled December 12th Zoning Commission Public Hearing. As a result, the applicant agreed to postpone her application until the Commission's January 9th Public Hearing in order for staff to get more questions answered and give the Commission better information to make its recommendation. The applicant's specific responses to staff's questions are outlined in Attachment E, which is attached as an attachment to this agenda report.

Because of the need to hear from the applicant and the public at the hearing itself, staff is not providing a positive or negative recommendation on this Conditional Use Permit request. Later in the report, under Conditional Use Criterion #2, staff provided justifications for both approval and denial of the applicant's request. After hearing all testimony, the Commission should determine which of these justifications is most appropriate.

If the City Commission approves the request, such an approval should note the following conditions of approval.

Conditions of Approval:

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Land Use & Zoning.** The proposed plans shall conform to the R-2 Single-family Medium Density zoning district development standards contained within the Official Code of the City of Great Falls.
3. **Building Permit Review.** The final architectural drawings and specifications for improvements to the subject property shall be submitted to the Planning and Community Development Department for review and approval.

Subject Property History & Background:

The applicant, Annaliza Koczur with Park View Assisted Living, has submitted an application to request a Conditional Use Permit (CUP) to allow for an increase in the number of residents from 14 to 17 within an established assisted living facility. The subject property is located at the southeast corner of 22nd Ave SW and 11th St SW, and west of Meadow Lark Elementary School. The subject property is zoned Single-family Medium Density (R-2) on an approximately 12,850 square foot lot.

The proposed addition of three (3) residents to increase the total number of occupants to seventeen (17) requires the applicant to request a CUP to expand what is known as a Type II Community Residential Facility. As defined within OCCGF 17.8.120, a Type I Community Residential Facility means a

community residential facility with eight (8) or fewer individuals, whereas a Type II Community Residential Facility means a community residential facility with nine (9) or more individuals. Type I Community Residential Facilities only require staff level approval, while larger Type II Facilities require a Conditional Use Permit process.

The property, which has been a Community Residential Facility since 1999 under the name Donnalee's Assisted Living Care, was initially certified by the City for eight (8) beds with a Safety Inspection Certificate (SIC) as a Type I Community Residential Facility. In 2000, the facility obtained state licensure for up to twelve (12) beds. However, it failed to adhere to the city code requirement of applying for a Conditional Use Permit (CUP) to increase the bed count above eight (8).

In 2014, the facility underwent a change in ownership, with Annaliza Koczur taking over. Along with the change in ownership, the facility's name was also changed to Park View Assisted Living Facility. Despite these changes, the facility continued to operate without a Conditional Use Permit, as required by the City Code.

Between 2014 and now, Park View Assisted Living increased its occupancy from twelve (12) beds to its current fourteen (14) beds without applying for a CUP with the City. However, it's important to note that Park View Assisted Living is up to date on its state licensure as a Category A facility with the ability to have up to nineteen (19) beds. According to staff research, Category A facilities provide services to residents who need limited assistance, are generally in good health, and are not a danger to themselves or others.

The state has confirmed that no additional state licensing is required for the proposal to add three (3) new beds. However, per city code, a Conditional Use Permit is required to increase the Type II Community Residential Facility from 14 to 17 residents.

The Planning and Community Development Staff, particularly the Planning Division, is unable to explain why a Conditional Use Permit was not deemed necessary prior to the increase in the number of residents from 2000 to the present day.

Staff Evaluation of the Applicant's Conditional Use Permit Request:

Proximity to Other Uses

The subject property is bounded on the north, west, and south by single-family residences. Directly east of the subject property is Meadow Lark Elementary School. A map showing the surrounding zoning districts is provided as an attachment to this agenda report. The map clearly shows the dominance of single family zoning in this area. However, the applicant's assisted living facility has co-existed near residential zoning and uses for over 20 years. Additionally, there is another smaller facility, known as Bluebird Assisted Living, located at 1101 24th Ave SW.

Improvements related to the requested increase in residents from 14 to 17

Representatives from the City's Building Division, Public Works Department, and Fire Department have participated in the review of the applicant's request. If the applicant's CUP is approved, the interior remodeling of the building required to convert interior space for residential occupancy requires a building permit. The building permit requirement is listed as a condition of approval to this CUP request. Such a permit must be reviewed and approved before any beds may be added.

Originally, staff believed that the installation of fire sprinklers would be required to increase residential occupancy. However, staff also reviewed the State's requirements for fire sprinkler installation associated

with assisted living facilities with 19 or fewer beds. Fire sprinklers are not a State code requirement for the applicant’s proposed 17-resident occupancy level.

Transportation

Using information provided by the Institute of Traffic Engineers (ITE) Trip Generation Manual (11th Edition), an Assisted Living Facility in a residential setting can be expected to generate an average of 0.18 vehicle trips per bed during the morning peak hour of traffic, and 0.24 trips per bed during the evening peak hour. With a proposed increase of 3 beds, the expected increase would be less than 1 vehicle trip during either the morning or evening peak hours.

Based upon the above estimation, as well as the applicant’s follow-up responses to staff questions outlined in Attachment E, the proposed increase in beds would be expected to have little to no discernable increase in traffic during the most congested parts of the day. However, as previously noted by staff in this report, the area just north of the facility functions as a school children drop off area for Meadow Lark School. City staff has received a large amount of input that school children might not be safe in this location as they make their way to school. Staff must note that the largest proportion of vehicle and pedestrian travel north of the property comes from nearby residents using this drop off, not from the applicant’s assisted living operation.

Impacts of the proposed Conditional Use Permit

Based on the information provided by the applicant in Attachment E, staff believes that the applicant has answered all questions related to employee traffic impacts, facility related transit usage, and nearby resident concerns about the way the assisted living residents are vetted and supervised. Additionally, there are no specific parking requirements for community residential facilities within Title 17 of the OCCGF. The applicant has stated that none of the 17 senior residents drive. As a result, it is logical to determine parking impacts based on the number of employees per shift. Because there are only 1-2 employees on the same shift, the existing circle drive on the property can accommodate the vehicles needed to meet employee parking needs.

The issue that remains an open question for staff is that the current operation of Park View Assisted Living does generate a larger than normal EMS call volume for the City’s Fire Department. As shown in the chart below, annual emergency responses from 2018 to end of 2023 range between 19 and 42 per year with an average of 31 responses per year since 2018. Additionally, as noted in Attachment F, a heat map showing the geographic dispersion of calls for the southwest and southcentral area of the community has been provided by the Fire Department. The Park View Assisted Living facility generates one of the highest call volumes on this map. Not only is this call volume clearly a greater number than what typically occurs in a single family home, it is reasonable to conclude that call volumes will increase if the bed count increases from 14 to 17. The question is whether the additional EMS traffic to the site, particularly in light of the nearby school drop off area, will create a negative effect or negligible impact in comparison to what is happening today.

Year	Total Number of Responses: 2201 11th St SW
2018	31 Responses
2019	19 Responses
2020	42 Responses
2021	36 Responses
2022	33 Responses
2023	27 Responses

Information provided by the City of Great Falls Fire Department.

Neighborhood Council Input & Recommendation:

The applicant presented the request to Neighborhood Council #1 at its regularly scheduled meeting on October 10, 2023. The Council voted unanimously to support the proposed CUP. Since then, the Council has requested an additional meeting to hear from residents who were concerned about this request after the public notices went out. This meeting was scheduled for January 9, 2024. During this meeting, the council voted to change their support of the project, changing their recommendation to denial.

Public Comment:

Notice of the original December 12 public hearing was published in the Great Falls Tribune on Sunday, October 29, 2023. Additionally, notices were sent to adjoining property owners within 150 feet of the subject property, and a sign was placed upon the premises per code requirements. The notices to nearby residents and the sign placement on the property generated significant concerns which can be found within the correspondence labeled Attachment G. Residents also asked for more information from both the applicant and staff regarding: 1) the public notice process, 2) number of current residents in the facility, 3) parking requirements, and 4) state certification.

Since the postponement of the project's public hearing to January 9, staff received one new letter from the Great Falls Public School District is attached as Attachment H.

Basis of Decision

The basis for decision on Conditional Use Permits is listed in OCCGF §17.16.36 and included as a separate attachment to this agenda report.

After careful consideration, staff believes that the most relevant criterion to determine whether or not the City Commission should recommend approval or denial is Criterion #2. Below are staff's two different findings.

Basis of Decision for Approval Option;

2. The establishment, maintenance or operation of the zoning and conditional use will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare.

The proposed use of a Type II Community Residential Facility will allow the applicant to increase the facility by three (3) individuals, which will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare. In this regard, the Commission can only consider whether the incremental increase in activity from 14 to 17 residents will create a new endangerment. The applicant has provided enough information to staff for a conclusion to be made that the applicant vets her residents, manages them appropriately, has adequate on-site parking for employees, and minimizes traffic impacts due to usage of transit. The delivery of equipment is reasonable, and there are virtually no visitors to this facility. The only issue identified by staff that is a potential cause for denial is EMS response. On this topic of concern, the applicant is not responsible for the school drop off activity to the north that has created the public safety concern expressed by nearby residents. Staff has no measurable data indicating that additional call volumes generated by the small increase will result in public safety incidents.

Basis of Decision for Denial Option;

2. The establishment, maintenance or operation of the zoning and conditional use will be detrimental to, or endanger the health, safety, morals, comfort or general welfare.

The applicant's request to increase the residential occupant limit from 14 to 17 residences will increase the amount of EMS visits to the facility. Based on 5-year time series data provided by the Fire Department, the number of visits is already higher than what would typically be expected with a permitted use in a single family zoning district. Additionally, the applicant's facility adjoins a location with high amounts of vehicle and pedestrian activity during certain periods due to the proximity of Meadow Lark Elementary School. Approval of the applicant's Conditional Use Permit will increase these conflicts and be detrimental to public safety.

Attachments:

- Resolution 10546
- Attachment A - Basis of Decision – Conditional Use Permit
- Attachment B - Aerial Map
- Attachment C - Zoning Map
- Attachment D - Application and original project narrative
- Attachment E - Follow-up information in response to staff questions
- Attachment F - Heat Map
- Attachment G - Public comment prior to November 14, 2023 Zoning Commission
- Attachment H - School District letter post November 14th
- Attachment I – Public comment received after November 14, 2024 Zoning Commission

RESOLUTION 10546

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A “TYPE II COMMUNITY RESIDENTIAL FACILITY” LAND USE UPON A PARCEL OF LAND ADDRESSED AS 2201 11TH ST SW AND LEGALLY DESCRIBED AS LOT 7 BLOCK 5 OF THE MONTANA ADDITION, SEC. 15, T20N, R3E, PMM, CASCADE COUNTY, MT.

* * * * *

WHEREAS, the City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment of a “Type II Community Residential Facility” land use upon the property legally described as as Lot 7, Block 5, the Montana Addition, Section 15, T20N, R3E, P.M.M., Cascade County, Montana (subject property); and,

WHEREAS, the subject property is presently zoned R-2 Single-family medium density, wherein a "Type II Community Residential Facility" land use is permitted upon receiving approval of a Conditional Use Permit; and,

WHEREAS, the proposed Conditional Use Permit for the establishment of a “Type II Community Residential Facility” land use upon the subject property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF) Section 17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on January 9, 2024, to consider said Conditional Use Permit application and, at the conclusion of said hearing, passed a motion recommending a Conditional Use Permit for a “Type II Community Residential Facility” land use be denied by the City Commission for the subject property. If City Commission approves the request, the approval will be subject to the following conditions:

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Land Use & Zoning.** The proposed plans shall conform to the R-2 Single-family Medium Density zoning district development standards contained within the Official Code of the City of Great Falls.
3. **Building Permit Review.** The final architectural drawings and specifications for improvements to the subject property shall be submitted to the Planning and Community Development Department for review and approval.
4. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

WHEREAS, the City Commission having allowed for proper public notice, conducted a public hearing to consider said application, and considered the comments and recommendations made by the Zoning Commission.

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

That a Conditional Use Permit be granted for a “Type II Community Residential Facility” land use upon the property legally described as as Lot 7, Block 5, the Montana Addition, Section 15, T20N, R3E, P.M.M., Cascade County, Montana conditioned upon the owner complying with the conditions listed herein; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that, pursuant to the Official Code of the City of Great Falls (OOCGF) 17.16.36.090, the permit shall be considered a covenant that runs with the land and shall be binding on all subsequent property owners. Additionally, pursuant to OOCGF 17.16.36.100, the Conditional Use Permit shall expire one (1) year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion. If the Conditional Use is established, but ceases to operate for more than six (6) months, the Conditional Use Permit shall expire.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on June 4, 2024.

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

Attachment A

CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting the approval of a Conditional Use Permit (CUP) for a Type II Community Residential Facility within an R-2, Single-family Medium Density zoning district for the property located at 2201 11th St SW.

1. The zoning and conditional use is consistent with the City's Growth Policy and applicable neighborhood plans, if any.

The proposed conditional use including the addition of three (3) residents to the existing community residential facility is consistent with the following policies in the City's Growth Policy:

- Soc1.4.0 Encourage a diverse, safe and affordable supply of housing in Great Falls.
- Soc1.4.5 Continue to support the development of accessible housing units for those with physical and mental challenges and special needs, including members of the community with disabilities, etc.
- Soc1.4.8 Ensure that the area's existing housing stock is maintained in safe and sanitary condition through zoning review, inspection and building code enforcement activities.
- Soc1.4.9 Continue to ensure that the City promotes equal opportunity housing and access to housing for all residents and is in compliance with Federal and State requirements aimed at preventing housing discrimination.
- Phy4.3.0 Optimize the efficiency and use of the City's Public facilities and utilities.

2. The establishment, maintenance or operation of the zoning and conditional use will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare.

- The Zoning Commission must find either:

Approval

The proposed use of a Type II Community Residential Facility will allow the applicant to increase the facility by three (3) individuals, which will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare. In this regard, the Commission can only consider whether the incremental increase in activity from 14 to 17 residents will create a new endangerment. The applicant has provided enough information to staff for a conclusion to be made that the applicant vets her residents, manages them appropriately, has adequate on-site parking for employees, and minimizes traffic impacts due to usage of transit. The delivery of equipment is reasonable, and there are virtually no visitors to this facility. The only issue identified by staff that is a potential cause for denial is EMS response. On this topic of concern, the applicant is not responsible for the school drop off activity to the north that has created the public safety concern expressed by nearby residents. Staff simply has no measurable data indicating that additional call volumes generated by the small increase will result in public safety incidents.

Denial

The applicant's request to increase the residential occupant limit from 14 to 17 residences will increase the amount of EMS visits to the facility. Based on 5-year time series data provided by the Fire Department, the number of visits is already higher than what would typically be expected with a permitted use in a single family zoning district. Additionally, the applicant's facility adjoins a location with high amounts of vehicle and pedestrian activity during certain periods due to the proximity of Meadow Lark Elementary School. Approval of the applicant's Conditional Use Permit will increase these conflicts and be detrimental to public safety.

- 3. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The residential uses in the neighborhood are generally single-family residences with the exception of Meadow Lark Elementary School, which is located east of the subject property. The increase of three (3) individuals to the facility is not significant enough to impair the character of the neighborhood because the additional individuals do not drive and can be managed by the same numbers of staff. As a result, the conditional use would not adversely impact the use and enjoyment, or property value of property in the immediate vicinity.

- 4. The conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

The proposed project will not impede the normal and orderly development and improvement of surrounding properties. Adjacent properties are already developed. In addition, the applicant is required to submit for a building permit to ensure the proposed request conforms to all applicable codes and regulations.

- 5. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.**

Adequate services and infrastructure already exist. Sidewalks, water and sewer mains, and improved roads are adjacent to the subject property.

- 6. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

The project proposal to increase the resident count by three individuals would generate minimal additional traffic, and will have no discernible impact upon the area road network. The applicant has stated the increase in beds will not require any additional staffing. Therefore, no additional off street parking spaces are required as part of this proposal.

- 7. The conditional use shall, in all other respects, conform to the applicable regulations of**

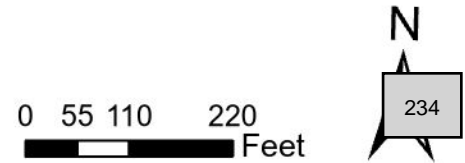
the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.

The requested conditional use conforms to the applicable regulation of the Land Development Code. Further, any proposed improvements upon the subject property shall comply with all applicable City codes and regulations.

Aerial Map

Legend

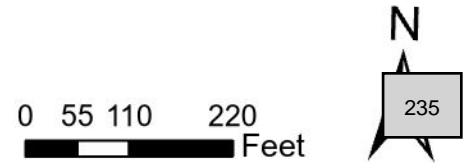
- 150 Buffer
- CityStreets
- City Limit
- Parcels
- LotLines



Zoning Map

Legend

- CityStreets
- City Limit
- Parcels
- LotLines
- Zoning**
- R-1 Single-family Suburban
- R-2 Single-family Medium Density
- R-3 Single-family High Density
- R-5 Multi-family Medium Density
- R-6 Multi-family High Density
- R-9 Mixed Residential
- R-10 Mobile Home Park
- PUD Planned Unit Development
- C-1 Neighborhood Commercial
- C-2 General Commercial
- C-3 Highway Commercial
- C-4 Central Business Core
- C-5 Central Business Periphery
- M-1 Mixed-use District
- M-2 Mixed-use Transitional
- I-1 Light Industrial
- I-2 Heavy Industrial
- PLI Public Lands and Institutional
- POS Parks and Open Space
- AI Airport Industrial
- U Unincorporated Enclave



CITY OF GREAT FALLS
PLANNING & COMMUNITY DEVELOPMENT DEPT.
P.O. BOX 5021, GREAT FALLS, MT, 59403 5021
406.455.8430 • WWW.GREATFALLSMT.NET

CUP-000017-2023

10/4/2023

LAND USE APPLICATION

Park View Assisted Living

Name of Project (if applicable):

2201 11th St. SW lot, Mt. Summit

Project Address:

Annaliza Koczur

Applicant/Owner Name:

2806 16th Ave South lot, Mt. Summit

Mailing Address:

- Annexation by Petition: \$500
- Preliminary Plat, Major: \$1,500 + \$50/lot
- Final Plat, Major: \$1,500 + \$25/lot
- Minor Subdivision: \$1,250
- Zoning Map Amendment: \$2,000
- Conditional Use Permit: \$1,500
- Planned Unit Development: \$2,000
- Amended Plat, Non-administrative: \$1,000

Phone:

(406) 868-0744

Email:

parkviewaf@gmail.com

Representative Name:

Annaliza Koczur

Phone:

Email:

LEGAL DESCRIPTION:

Lot/Block/Subdivision:

Section/Township/Range:

ZONING (ZONING MAP AMENDMENT ONLY):

LAND USE (CONDITIONAL USE ONLY):

Community Facility Type I

Community Facility Type II

Current:

Proposed:

Current:

Proposed:

I (We), the undersigned, understand that the filing fee accompanying this application is not refundable. I (We) further understand that the fee pays for the cost of processing, and the fee does not constitute a payment for approval of the application. I (We) further understand that public hearing notice requirements and associated costs for land development projects are my (our) responsibility. I (We) further understand that other fees may be applicable per City Ordinances. I (We) also attest that the above information is true and correct to the best of my (our) knowledge.

Annaliza Koczur

Applicant/Owner's Signature:

10/4/23

Date:

Representative's Signature:

Date:

Mrs. Annaliza Koczur
 Park View Assisted Living
 2201 11th Street SW
 Great Falls, MT 59404
 September 26, 2023

To Whom It May Concern:

I respectfully request a conditional use permit for Park View Assisted Living, an assisted living facility that I own and operate within the City of Great Falls, to refurbish an unused garage into two bedrooms – one private and one semi-private.

According to Montana Department of Public Health and Human Services *Montana State Plan on Aging* signed August 27, 2021:

- Montana’s population is rapidly becoming older, often referred to as the “aging tsunami”. In fact, in 2017, the percentage of adults age 60 and older in Montana ranked 5th in the United States. According to the Montana Department of Commerce’s Research & Information Services Bureau, the population over age 60 has increased by 26.3% between 2001 and 2017, from approximately 159,412 to 255,841 in 2017. The population over age 60 represents 25.4% of the total population in Montana. Our fastest growing age group is 85 and older, with a total of 22,384. According to the AARP Across the States 2018 publication, by 2030 there will be an increase of 57% and by 2050 an increase of 208% in this age group. In contrast, the working-age population is projected to decrease, potentially reducing the number of workers in relation to the aging population needing support. (<https://dphhs.mt.gov/assets/sltc/AgingReports/MontanaStatePlanonAging.pdf>)

I work very closely with the Montana Department of Public Health & Human Services as well as Medicaid Waiver and the Center for Mental Health to provide a safe, happy and healthy home for our elderly Montanans.

Park View Assisted Living is licensed as a Category A facility meaning that my residents are mostly ambulatory. At times I have residents who use a wheelchair to get around; they can transfer themselves as necessary to perform life functions. I do not take in violent residents and my resident’s mental and physical health conditions are at an appropriate level to reside in an assisted living home without requiring the advanced services of a nursing home.

My residents are quiet, spending most of their time resting and relaxing within the home. I employ eight staff members. My staff and I take care of cooking, cleaning and providing necessary services to keep our residents clean, safe and healthy. I have worked diligently with local contractors to keep the facility running very well. I have provided beautiful remodels to the exterior, adding a new deck, new fencing and replacing an old retaining wall boarding the Meadowlark Elementary School

Council Members
September 26, 2023
Page 2

grounds. The additions/renovations have been in line with and even above what might be expected of a home in the Fox Farm community and, driving through the community, one would never know that the home is an assisted living. Vehicle traffic is minimal and usually accommodated by the driveway where up to four vehicles can park at one time. Most days, there is only one or two vehicles parked in the driveway. Park View's residents may have visitors too and thus, one or two visitor's vehicles may be parked on the street.

The safety of residents and staff are paramount in my facility. All appliances are modern and in good working order. I have a modern fire alarm installed at the facility which is tested and maintained on a regular basis. All residents can safely evacuate the facility and staff are trained to help evacuate residents in an orderly fashion. I assign rooms based on the resident's ability to safely evacuate the facility. My facility is located 0.4 miles from Great Falls Fire Station 4 and medical services are also just moments away. In accordance with City of Great Falls codes, a fire sprinkler system is part of the renovation.

Considering the discussion above, I would like to remodel the attached garage to add room for three residents. This would take the form of both a private room and a semi-private room. I am working with a local contractor, SAMS Construction and Painting, to accomplish the project if the City of Great Falls will grant permission to continue with the project.

I have been taking care of the elderly for over 28 years and wish to provide a beautiful home setting for those elderly in need of a place to live. I love taking care of the elderly; it is part of my culture and is certainly my passion. I love my elderly Montana residents; they deserve the safe, happy, caring environment that Park View Assisted Living offers.

Thank you for your time and consideration in this matter. I deeply appreciate the City of Great Falls and love serving its community. I look forward to your approval of the conditional use permit allowing for the remodel and addition of three more residents. If you have any questions at all, please don't hesitate to contact me at (406) 868-0344.

Very Respectfully Yours,



Mrs. Annaliza Koczur, RN
Owner/Administrator; Park View Assisted Living
(406) 868-0344 (mobile)
(406) 315-2811 (fax)
ackoczur74@gmail.com

PARKVIEW ASSISTED LIVING
2201 11th Street SW
Great Falls, Montana 59404
Office: (406) 452-5810
Fax: (406) 761-3845

December 4, 2023

I'd like to say at the start that I appreciate the community's concern for traffic safety and the safety of kids going to and from school and I'm happy to address their concerns.

Parkview's concern for safety is paramount, not just for the community we serve but also for neighbors, children and elderly residents. This is why we're installing a sprinkler system - code says to install it for safety and that's what we're going to do. We recently replaced the retaining wall in the back between the school and Parkview to ensure the safety of the children that live and play in the area as well as ensuring no damage to the environment occurs and that Parkview remains a beautiful addition to the community. We also installed a lovely patio and replaced the fence for both safety and aesthetics. Additionally, Parkview pays its fair share and more in property taxes ensuring the community benefits from its presence.

Operational traffic - Many community members are concerned about possible traffic-related impacts and dangers between the facility and school drop off/pick up.

Of note, Parkview doesn't track traffic data. Thus, there isn't any hard and fast traffic data that can be referenced. However, a discussion of different traffic should suffice in answering the questions posed by community members.

Above all, the community should understand that there will not be any appreciable increase in traffic by adding three residents. This is because UPS and FedEx deliver to the area regardless of Parkview's business. Deliveries won't be more frequent though they might be heavier should the need arise to order additional items. Parkview's deliveries are delivered in standard UPS and FedEx trucks; no deliveries take place using larger commercial tractor-trailer vehicles. Like any other residence in Fox Farm, furniture deliveries from such places as Ashley and Furniture Row are brought in using larger commercial vehicles though Parkview hasn't had a delivery of that sort in quite some time.

Staffing won't increase either as the same staff that now cares for the residents of Parkview will be able to serve the three additional residents. This again means that there won't be additional traffic due to our expansion.

Parkview's residents typically don't have many visitors, if any at all; a sad and discouraging testament to how the elderly are treated. Thus, additional visitors are of little concern when considering visitation against increased traffic.

1. How many deliveries, service visits, and staff drop offs are made each day and throughout a normal week (not holiday), including the hours of 8am - 9am and 3pm - 4pm?
 1. Deliveries amount to approximately three times per week or approximately 12 per month. Parkview may receive more packages or heavier packages should additional supplies be necessary but this would still come on a standard delivery truck and at the same frequency as historically has been occurring. Deliveries typically do not occur between 8am and 9am. UPS and FedEx travels around the community later in the mornings and afternoons servicing Parkview and the other residents of Fox Farm.
 2. Service Visits -
 - Typically a medical primary care provider visits the residents once a month.
 - A Medicaid Waiver Social Worker visits the residents twice a year (routine six month visit).
 3. A majority of the residents stay home. Two residents do their outing every Monday Through Friday. Of these two residents, one resident leaves at 7:45 am and returns home at 12:30 pm. The other resident leaves for adult daycare at 10:30 am and returns home at 4:30 pm. A third resident attends The Peak for swimming classes twice a week.
 4. Residents, like anyone else in the Fox Farm community, may have Uber, Lyft, Paratransit or family and friends pick them up and drop them off as they need to in the conduct of their lives. They use publicly acceptable transportation; Parkview residents have never had visitors or other transportation with loud mufflers. They use acceptable vehicles allowed on the public roads. They also only use the public roads; Parkview has never had a complaint that our residents were using driveways and other private areas of the residents of Fox Farm.
 5. My staff does use public transportation at times. Only two staff members drive. When they come to work, they always park in the driveway.
 6. Parkview does not have residents or services that come and go on a routine basis between 8am - 9am or 3pm - 4pm.
2. How many staff do you have at the facility during the day and where do they park?
 1. Parkview is staffed by two employees in the morning, one employee in the afternoon and one employee in the evening. The afternoon shift changes between 3pm and 4pm.
 2. Staff park in the driveway where there is plenty of room for three or even four vehicles. Should there be any overflow, staff may also park on the public road in front of Parkview. Typically, staff only use the driveway.
3. On average, how many personal visitors do the residents receive per day and week?
 1. Only two residents at Parkview receive a weekly visit from their family. Most of the time these visits occur between 10am and 1pm and, very infrequently, in the evening.

Every now and then, we may have a family that will come on weekends but it's not a routine visit. Visits rarely last an hour. Some of the residents may get a visit every four to six months. Regarding the other residents, they don't receive visitors so I and my staff become their family. Not everyone is fortunate enough to have family come see them.

Supervision of residents - There have been comments submitted about residents wandering the community unsupervised by staff. Please describe incidents that have been brought up in the comment letters received.

To be sure, Parkview is not a detention facility or an institution. Residents may come and go as they please, just as anyone in the community might come and go. Residents are allowed to travel within the boundaries of the laws of the City of Great Falls.

Residents are also allowed to use public infrastructure, particularly public roads and sidewalks just as any resident of Fox Farm or the City of Great Falls might do.

1. Where these comments based on a specific resident?
 1. Parkview did have a resident at one time who would travel on the sidewalks and, at times, linger in one spot or another, enjoying the sun and fresh air, and just wanting to be outside. This resident is no longer at Parkview.
2. What is the normal procedure for these incidents?
 1. Since Parkview residents may come and go at will as residents of the Fox Farm community, there isn't any "normal" procedure for a situation. Residents may use the public roads and sidewalks as any citizen might. If a community member called or stopped in to call attention to a resident who was on private property, staff would assist the resident back to Parkview.
3. When did the facility change from having category B to only Category A?
 1. Parkview changed from a Category B facility to a Category A facility on or about October 1st, 2014 during change of ownership.
4. How do you evaluate new residents before accepting them into the facility?
 1. Parkview goes through a thorough and exhaustive assessment process before introducing new residents into the Parkview family and the community. This assessment includes background checks on mental wellbeing, physical issues, social challenges (i.e. criminal activity, smoking, drinking and/or abuse of illegal substances). Throughout the resident's stay at the facility, the staff RN observes residents closely and continuously monitors them to ensure that the residents are safe within their home.

2. Parkview doesn't take residents based on a need for placement alone. A rigorous assessment process informs decisions. The assessment process ensures that a careful selection is made so that the resident has a high likelihood of fitting in well both at Parkview and within the community. The goal is to match the correct resident with our facility so as to keep Parkview and the community a happy and peaceful place for all.

Emergency calls - are records kept on how many and what kind of emergency calls are made?

1. While Parkview keeps safety records, there isn't any statute or code requiring Parkview to keep records of emergency calls. On the other hand, by state requirements, we are required to keep an incident report for any unusual event that occur within the home (e.g. a resident falls and is injured).

Specifically, what are the top three average calls for emergency calls?

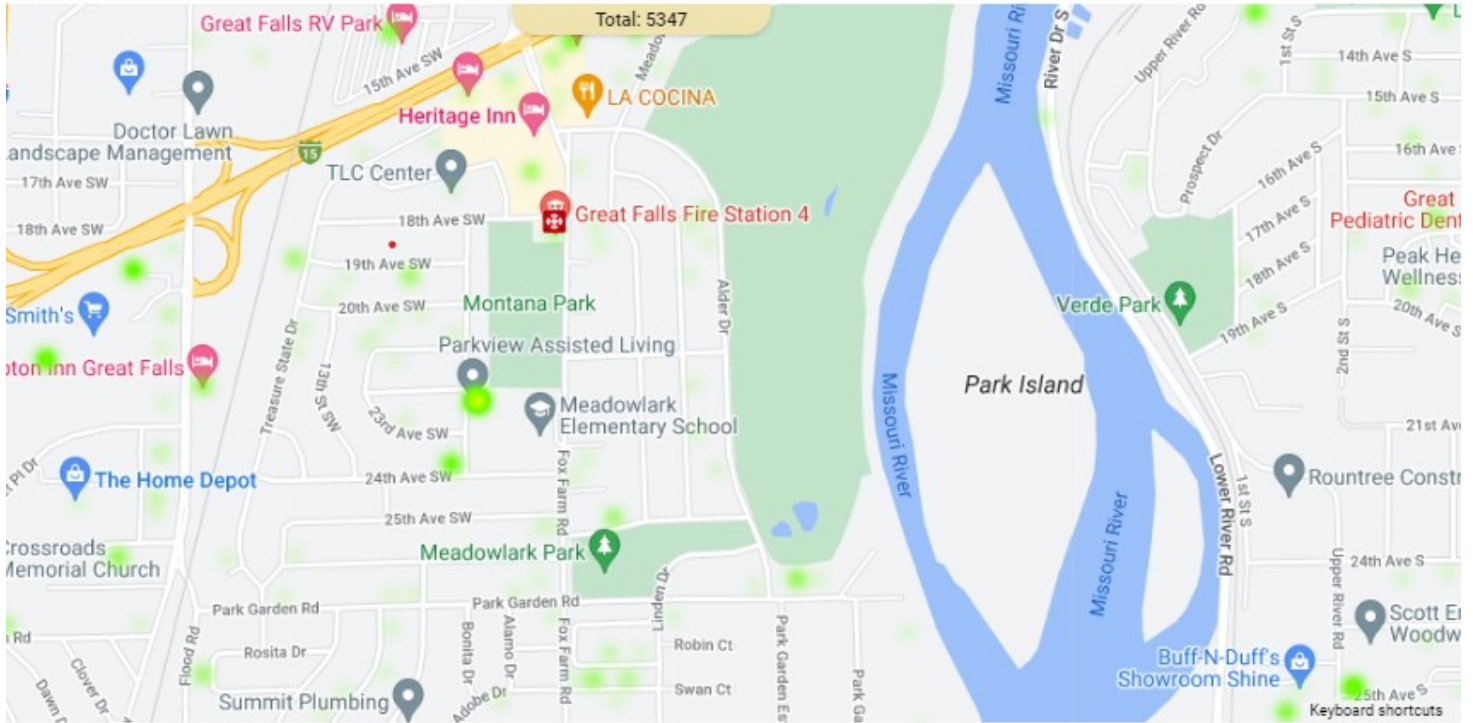
1. Severe pain
2. Respiratory distress
3. Significant change in condition

As the owner of Parkview, I strive to create a harmonious place for my elderly residents to live out the remainder of their lives while being mindful and respectful of our community. I believe my investments into my home speak for themselves in keeping the highest standards within the community. While Parkview does not collect the type of data being requested by neighbors, I do hope that I have been able to provide some clarity as well as ensuring all that the addition of three new residents will not add to existing traffic or place children and community in harm's way. If you have additional questions, I would love to meet with you and discuss your concerns. Please reach out to me at parkviewafl@gmail.com or by phone at 406-868-0344. Thank you for your time and consideration in this matter and have a wonderful day.

Yours Most Respectfully,


Annaliza Koczur

Heat Map





Great Falls Public Schools

District Offices • 1100 4th Street South • P.O. Box 2429 • Great Falls, Montana 59403
406.268.6052 • www.gfps.k12.mt.us

October 27, 2023

City of Great Falls
Great Falls Planning Advisory Board
Attn: Brock Cherry
PO Box 5021
Great Falls, MT 59403

To Whom It May Concern,

Thank you for your letter denoting the Park View Assisted Living Permit Application. This property is located within our school district boundaries. The following is a response to the information sent to the Great Falls Public School District. We have formulated the questions below to comment on the proposed subdivision.

1. Will the existing school facilities be able to accommodate additional students?

The addition of the development will have an not have an impact on the Great Falls Public School District student numbers because this is a retirement home project.

2. Do you have any other comments or requirements on the proposed subdivision as it affects the public school system?

There may be a slight increase in traffic by Meadow Lark Elementary school, but not be significant enough for the school district to be concerned about.

Sincerely,

Brian Patrick
Director of Business Operations
Great Falls Public Schools

Vision Statement: All kids are engaged in learning today. . . . for life tomorrow.
Mission Statement: We successfully educate students to navigate their future.

City of Great Falls Planning Advisory Board/Zoning Commission

To Whom it May Concern;

My wife and I are writing to speak against the conditional use permit for Park View Assisted Living, as we are unable to attend the public meeting. This house should have never been allowed to be an assisted living home to begin with. Too many stairs and the house was built for multifamily in 1976. Marge Dahlquist built the home and snuck an apartment on the main level next to the single garage. I have lived at my home across the street for 30+ years and the two prior owners always rented out that apartment. It is unlawful in our neighborhood, as it is zoned for single family residence only. No house in this neighborhood should have THIRTEEN + people in it!

Traffic/Noise:

Just today during the 8:15 school drop off time, there was an ambulance and a fire engine in front of the house, creating major traffic issues while parents were dropping off their kids. It was a very unsafe situation for the children. (See enclosed photo)

We talked to Mike Macintosh at Great Falls Fire/Rescue. He said there has been 150 plus calls to the home since 2018.

On school mornings and afternoons during the drop-off and pick-up times for the Meadowlark School children, there is approximately 50 or more cars dropping kids off in front of this home, since it borders the school playground. It is extremely unsafe and difficult to drive in the area, as parents park on both sides of the street. The children are attempting to cross the street, as well as the children who are walking to school. In addition to this, we have the cars of the employees that work in the home as well as the Great Falls Transit paratransit van. This van parks in the driveway to pick up and/or drop off residents backs up

during this congested time, and children are also walking to the school, creating more danger. The van has back up alarms that can be heard three houses away, which occurs multiple times a day.

When the caretaker's spouses/boyfriends, etc. come to pick up their wives from work, they often leave their vehicles running (many times for 10-15 minutes) and/or leave their stereo blasting while they wait.

Many times my next door neighbor has to park his car in front of my house due to the visitors and employees parking in front of his house. Many times, he has to park his boat in front of my house just to unload it.

Unruly/mentally unstable people:

About 10 days ago in October, our outside cameras picked up a woman trying to hide out by our large stone mailbox. As we were watching, she eventually sat down on the lawn and then laid down. Finally, a police officer showed up and figured out she belonged to the assisted living home and after much talking, finally had to walk her back to the home.

Our neighbor who lives two houses down from the home is a single elderly lady. She has had men from the home ring her doorbell and stand on her porch for some time. I have had to call her and let her know there is a strange man at her door.

We as neighbors have all had to help with the residents that wander away. This happens quite frequently as many of the residents are outside with no supervision. Two of the men in wheelchairs/scooters ride them right down the middle of the street. We have been in the car behind them, and they are either unaware that there is a vehicle behind them, or don't care.

They have a bench in front of the home that gets used all day long by the smokers and workers who smoke. The parents of the young children

that are walking to school have told us that their kids are frightened by these residents and are scared to walk by the home.

Neighbors are aware that there is a sexual predator living in the home. His record was updated 7/20/23 and shows that this home was his current address (see enclosed attachment.) And this is at a home that is bordering a school playground?!? The owner is always advertising vacancies in the home via her Facebook page, and from what we have seen, she is obviously not vetting any of these people.

In conclusion, our preference would be that this business was never allowed in the neighborhood in the first place. But since we obviously are stuck with it now, our wishes would be that lets not make it bigger and add even more people and more traffic/problems.

Why is it possible for this owner to currently have 13 residents, when they are not allowed to have over 9 residents without a fire sprinkler system installed? Once they are allowed to refurbish/remove the garage, this will never be a family home. It will lose its curb appeal and will forever look like a commercial business. Please do not approve this conditional use permit to allow this assisted living business to grow even more and have even more residents than it already does.

Thank you for your consideration in this matter.

Steve and Lynne Durkin

1101 23rd Ave SW

Great Falls Mt 59404

REDACTED



Typical morning Congestion
When parents are dropping
off Meadowlark Students !



From: Lori Luoma <loriannluoma@hotmail.com>
Sent: Thursday, November 9, 2023 12:34 PM
To: Jamie Nygard <jnygard@greatfallsmt.net>
Subject: Opposition to CUP for Park View Assisted Living Facility

To whom it may concern-

I am opposed to granting Park View Assisted Living Facility located at 2201 11 St. SW in Great Falls, MT a conditional use permit in order to convert their garages into additional bedrooms which allows for an increase in residents living in this facility. We have lived kitty-corner to the facility since 2019.

The facility is located next to a well-used path that leads to Meadow Lark Elementary School. Parents drop their children off and neighborhood kids are crossing the street right next to the facility. This busy business located in the middle of a residential neighborhood significantly contributes to the traffic congestion due to frequent emergency vehicle visits, numerous staff vehicles coming and going and paratransit vehicles. Increasing the number of residents will lead to further traffic congestion.

Facility residents have wandered away from the facility ending up in our neighbor's yards or at their front door. This is especially concerning because one of the residents is a convicted 3rd degree felon child sex offender from Utah. Allowing a sex offender to reside in a facility that is next to an elementary school and within in a neighborhood full of children shows lack of proper screening and concern by the facility's owner for the wellbeing of the neighborhood children. This is particularly alarming as we have four children.

I request the Great Falls Planning Advisory Board/Zoning Commission to please deny the conditional use permit for Park View Assisted Living Facility.

Sincerely,

Lori Luoma
1101 22nd Ave SW
Great Falls, MT 59404

-----Original Message-----

From: Terri Lester <terri.lester@icloud.com>

Sent: Friday, November 10, 2023 8:25 PM

To: Jamie Nygard <jnygard@greatfallsmt.net>

Subject:

My name is Terri Lester. I am a former resident of the Meadowlark school neighborhood, a retired teacher from Meadowlark, school and currently a grandparent of children in the area one who attends Meadowlark school. I would like to submit my opposition for a conditional use permit at 2201 11th St. SW.

As a parent, my husband and I raised three children in that neighborhood at that time it was a very family friendly place to live. I now have great concerns as a grandparent, for my grandchildren walking to school down the path, walking to the park, playing with their friends and riding their bikes around the assisted living home.

I question the safety of the children with the increase in traffic and emergency vehicles not to mention the fact that a sexual offender resides in the home.

I realize this is one business in one neighborhood however, it also affects the entire city of Great Falls.

Therefore, more notice should be given to the entire city of Great Falls not just to a small number.

Thank you for the opportunity to submit my opinion. I hope you do what is best for our children.

Terri Lester

Sent from my iPhone

-----Original Message-----

From: Mary <marykelly5@hotmail.com>

Sent: Friday, November 10, 2023 3:39 PM

To: Jamie Nygard <jnygard@greatfallsmt.net>

Subject: Planning and Advisory Board and Zoning Commission

> Planning Advisory Board and Zoning Commission,

>

> Re: Conditional Use Permit for a "Type II Community Residential Facility" land use at 2201 11th St. SW

>

> Thank you for your request for public comment and considering our concerns in this matter. I wanted to be present at the meeting to read my letter but had to leave town to attend a work conference in Minneapolis.

>

> My name is Mary Bowe, and my family and I reside next door (across the path) from the Park View Assisted Living Residence at 2109 11th St. SW. I am writing today to express our strong opposition to the proposed expansion of the business in the above-stated residence.

>

> Our personal experiences with the facility, coupled with our aspirations for the neighborhood's growth and thriving community, have led us to the firm opinion that expanding the business would be detrimental.

>

> We have encountered multiple instances of residents attempting to escape, causing distress to our children and placing an uncomfortable burden on both my husband and me.

>

> Our neighborhood, which we take great pride in, is negatively affected by the increased number of residents and workers smoking out front. Additionally, the four to five garbage cans lining the streets, compared to the typical one at other residences, detract from the residential atmosphere we value.

>

> Moreover, we are concerned about safety issues associated with the assisted living residence. Despite claims of thorough vetting, a registered Sex Offender resides in close proximity to a school and a bus stop as well as near my five and seven-year-old children. The rise in traffic, both from residents and employees using the driveway and emergency vehicles frequenting the residence, further exacerbates safety concerns.

>

> Converting the garages into living spaces and installing an industrial fire sprinkler system would permanently eliminate the possibility of the property reverting to a single-family residence.

>

> We have always had concerns with the current residence. I have read in the Agenda's supporting document that it has resided in the neighborhood with no issues for 20 years. This is not true. The issues have just not been presented or neighbors have not had the opportunity to state their opinion. It is disappointing how the notice has gone out to a small contingent of neighbors. The sign presented in the lawn can only be read if you go physically onto the property to read the details. It is simply a piece of paper taped to a public hearing sign. I have had several parents of children inquire to us what it is about because it is not easy to find the details.

>

> I would like to request a listing of the Neighborhood Council names and addresses and question how they can have an educated opinion on this matter. The school's response is also disappointing referencing no increase in student population and little traffic issues. There are greater issues impacting the students that were not addressed in his response, but again the responder does not live in the area or work at Meadow Lark Elementary School.

>

> For the aforementioned reasons, we respectfully request that you deny the proposal from the Assisted Living Facility to add additional residents and renovate living spaces.

>

> Thank you for your attention to this matter.

>

> Sincerely,

>

> Mary Bowe and family

>

From: Brad Bergman <brad.bergm@gmail.com>
Sent: Saturday, November 11, 2023 7:17 PM
To: Jamie Nygard <jnygard@greatfallsmt.net>
Subject: Conditional Use Permit application

To whom it may concern,

This letter concerns the conditional use permit (CUP) for a Type II Residential Facility at 2201 11th St SW, Great Falls, MT.

We reside directly across the street from Park View Assisted Living. We recognize the need for assisted living availability in our community, and we appreciate the services that Park View Assisted Living has provided for Great Falls. However, when taking into consideration the pros and cons of the facility expansion, our opinion is that this permit should not be approved.

Our primary concern relates to the safety of children attending Meadowlark Elementary School. Park View Assisted Living is located at a very busy location. During the school year, dozens of vehicles park out front to drop off and pick up children at Meadowlark Elementary school. This occurs twice daily. During these drop off times there are many children entering the road from behind parked vehicles. Over our 22 years here, we have witnessed some scary near-misses between child and vehicle. Vehicle traffic at Park View Assisted Living is also significant and will be expected to worsen should the expansion occur. I am concerned that the additional traffic will increase the likelihood of a child getting hit by a vehicle. I am not aware of any traffic safety measures occurring in front of our house, and I suspect the majority of non-bussed students are dropped off at this location.

As you are probably aware, there is another assisted living facility within two blocks of Park View Assisted Living. The other assisted living facility can be seen from Park View Assisted Living. As a longstanding resident of our neighborhood, we feel that promoting expansion of this business, especially when there is another similar business in such close proximity, detracts from the appeal and character of our neighborhood. If Great Falls is interested in maintaining desirable neighborhoods, which are necessary to preserve and attract valuable community members, we should be very careful about promoting development of businesses in our neighborhoods. We worry about the precedent this would establish for our community.

It appears that the permit application fulfills, or plans to fulfill conditions, required for approval. Please keep in mind that Park View Assisted Living does not appear to be substantially larger than the other single family homes in the neighborhood. We question the wisdom and safety of housing the proposed 17 residents in that home. I could not imagine trying to live comfortably with half that many people in my home. Moreover, in the case of an emergency one or two staff members would not be able to evacuate 17 residents, many of which are mobility-impaired, from the two story home in a timely fashion.

Thank you for considering our concerns regarding this permit application.

Sincerely,
Bradford and Billi Bergman

From: Cory P. Moran <cory@cobbmechanical.com>
Sent: Sunday, November 12, 2023 10:05 PM
To: Jamie Nygard <jnygard@greatfallsmt.net>
Subject: Parkview Assisted Living - 11.14.23

Dear distinguished Members of the Council,

45-5-513. Geographic restrictions applicable to high-risk sexual offenders. (1) A high-risk sexual offender as provided in this section may not:

(a) establish a residence within 300 feet of a school, day-care center, playground, developed or improved park, athletic field or facility that primarily serves minors, or business or facility having a principal purpose of caring for, educating, or entertaining minors. This subsection (1)(a) does not apply if the residence was established on or before May 5, 2015.

The intent of my writing you today is in order to memorialize my family's staunch protest of the proposed expansion of the Parkview Assisted Living Facility located at 2201 11th St SW that is scheduled for vote of approval on November 14, 2023 by our Council. The aforementioned Section of Montana Code (annotated 2021) should represent substantial cause for a vote denying the requested expansion of the facility. As of this writing, a convicted sexual offender resides in the Facility.

I believe this letter's impact would be best served by starting with our family's background, as I'm certain no reasonable vote in support of the request could be cast whilst having this information. My wife, Lacie, was born at the Columbus Hospital on 2nd Ave N. She attended Montana State University Great Falls receiving her degree in Surgical Technology. She worked at Great Falls Clinic as a surgical technician for five years. Our first daughter, Payslie, 8, was born in Great Falls and is currently a second grader at Meadowlark Elementary that abuts the Parkview Facility. Our daughter Charlotte, 2, was born while we were temporarily relocated to Bozeman, and will be attending Meadowlark Elementary in a few short years. We are a family with whose roots run deep in our beloved Town.

I began this letter with Section of Montana Code. There is a convicted sexual predator (male) living as a patient in a *mental health facility* directly next door to where my wife and I are raising two young girls. He is living in a facility that directly backs up to the playground of Meadowlark Elementary, as well as Montana Park where families from throughout our Town bring their children on weekends. There is never a shortage of children playing with one another any day of the week. The idea that a convicted sexual offender, who has already demonstrated a compromised ability to rationalize right from wrong, is living next door to my children keeps me awake at night. I am fully able to appreciate the need for help for individuals requiring assistance navigating life, but that assistance should not be rendered in a family neighborhood. The fact that this facility is able to exist in its current locale is unfathomable to Lacie and me. Furthermore, the Facility is only listed as *assisted living* and not licensed as specializing in *mental health*, which should be specifically noted by the determining Board in their vote.

Based on past policies voted on by this Council, it is evident that you support the growth of this Town we all love so deeply. Growth is not a bad thing- it benefits our local economy and helps improve the resources and facilities that our families are able to use. Benefits not known here in Great Falls prior. It's a wonderful time to live here, and my family and neighbors do not take this privilege for granted. However, growth with universal benefit can not subsist without a logical separation between residential and commercial entities. A common sense understanding of zoning areas particular to Great Falls must be applied and followed. I trust the permit for a single-family home in the retail center between Target and Albertson's would not be granted- why is this situation any different? This is the only commercial entity within five blocks of its location, and, as mentioned earlier, we are at a loss that it is able to exist at all.

Living next door to the Facility has not been a pleasant experience for my family. There are ambulances responding to calls on a weekly basis, often times in the middle of the night. Explaining to a skittish 8-year old with a blossoming imagination why the police are trying to come to our home at 2:00 AM because she heard sirens and saw red and blue strobing lights illuminate her bedroom is impossibly difficult- let alone trying to get her back to sleep after. The infrastructure of the neighborhood was simply not planned and built to accommodate the level of traffic the Facility creates. When the number of residents coupled with the number of staff coupled with the support required to run the Facility are totaled it creates a completely unreasonable sum of traffic that puts undue burden on the Facility's neighbors. Additionally, the path adjacent to the Facility is a heavily trafficked thoroughfare for the *children* who attend the elementary school. On a myriad of occasions my wife and I have witnessed resident acquaintances and staff commute to and from the Facility with complete disregard for the children who are ever-present on their bikes and on sidewalks. Whether driven by naivety or a lack of regard for common courtesy, the speeds by which many visitors have exhibited while traveling to and from the Facility are dangerous and, with the fear of having young children playing in the neighborhood always on my mind, could end up being deadly. Bottomline: the family neighborhood (lots of children) along the presence of the school (hundreds of children) means that the only prudent decision that should be made in this vote is that of denial of expansion. The street is well beyond traffic capacity as it is, the Facility accommodates residents of compromised mental capacity, and there is a sexual offender amongst the resident roster (could more become residents?). If anything, the real decision should be that of whether to introduce an article toward eliminating the Facility altogether.

I appreciate your time in reading this and the genuine consideration of what your vote means to the residents of this neighborhood- most importantly the children.

Most sincerely,

Cory, Lacie, Payslie, and Charlotte Moran

2205 11th St SW

To whom it may concern,

I am writing this letter in opposition to Park View Assisted living facility being granted the conditional use permit and being changed to a Type 2 facility. Our house lies between Park View and Bluebird assisted living facilities which are roughly 100 yards apart.

I want to share some first hand perspectives that address some of the impact this facility has on the immediate neighborhood. Per Sara at the planning department this impact is not written into the guidelines of the code, so it was not of consideration by the planning department.

The home has 2 off street parking spaces, which is mostly sufficient for the staff parking, and none of the residents require parking spaces. The issue that was not considered is the impact from the 13 current residents needing the support services brought to them. Some of these services include; medication delivery, oxygen delivery, home health, hospice nurses, nurse practitioners, mobile lab/imaging, and Great Falls transit services. The higher the occupancy at this facility, the greater the impact there will be in the immediate neighborhood from these service providers. This is compounded by the frequency of fire trucks and ambulances at the facility, per Mike at GF Fire Department, 154 calls since 2018.

The facility also lies right next to the walking path leading to Meadowlark Elementary. There is oftentimes a lot of congestion at this location when kids are going to and from school, or during events at the school. Often we see the support services trying to back out of the driveway at these same times, or emergency vehicles are trying to get to, or leave this residence. This creates a lot of traffic congestion and a potentially very dangerous situation for the kids and parents. Not to mention the potential delay in response time to the home.

I also found it interesting that Brian Patrick at GFPS provided a letter saying this has no impact on Meadowlark Elementary, but I question what research may have done before giving his statement. This change would not impact the school by adding any children, but it does affect a very high traffic location that is very important to the school. It was also brought to my attention that this home currently has a registered sexual offender with charges that were related to children.

I do believe Great Falls has a need for assisted living facilities, but I feel the proximity to the school and how close it is to the other assisted living facility (which uses the same supporting services) already puts a lot of strain on the neighborhood. It is my opinion that an approval of this request would compromise the integrity and character of this well established neighborhood. I ask that you deny this request.

Sincerely,

Kevin Taggart
1100 23rd ave sw
Great Falls, MT

From: sldurkin@bresnan.net <sldurkin@bresnan.net>

Sent: Monday, November 13, 2023 10:42 AM

To: Jamie Nygard <jnygard@greatfallsmt.net>

Subject: Parkview Assisted Living Facility

To: All Planning Board/Zoning Commision and Staff
ie:Conditional use Permit Meeting for 2201 11th st SW GF, Mt

I am aware that the Board likes to see Public involvement and Public participation in there meetings. I believe the 6 homes that received the notice have all submitted a letter as opponents. All six cannot attend the meeting due to work schedules and I am in Arizona. There is Two Drs that couldn't change there appointment schedule, one pharmacist who cant leave work, one school teacher, stockbroker that has to be in Minneapolis, and the Electrical engineer that works in Wyoming. Our retired lady got in a small fender bender today so now she cant show up either and then there is me in Az. Please consider this as to why nobody showed up.

Sincerely, Steve and Lynne Durkin
1101 23rd Ave SW
Great Falls Mt. 59404
406-788-7104

November 13, 2023 (Monday)

This response is to the Notice of Public Hearing at the Great Falls Planning Advisory Board/Zoning Commission on Tuesday, November 14, 2023 at 3:00 pm in the Commission Chambers, Room 206, Civic Center, 2 Part Drive, Great Falls, Montana. Said hearing is to consider a request from Annaliza Koczur, Park View Assisted Living.

My name is Jane Mart and I own my home/property located at 2209 11th St SW, Great Falls, MT 59404. I have resided here since December 7, 1978, which will be 45 years next month. My children, now adults, attended Meadowlark School from K-6.

I am opposed to this request for the following reason: the safety of elementary students attending Meadowlark Elementary School.

1. Monday through Friday during the school year and for other activities at the park adjacent to Meadowlark School, there is a line-up of vehicles to pick up and drop off students. Students – some not as tall as the vehicles, dart out to try to get to the vehicle that is there waiting for them. Vehicles are lined up on both sides of 11th St SW.
2. Many vehicles are not driving 30mph and less! There are no speed limit signs on 11 St SW.
3. There is no designated crosswalk; no attendants.
4. Weather is nice now. There are days when visibility is very low due to blowing snow, high wind, etc. Not good for children trying to get in/out of vehicles and off to school, on a very busy street.
5. Parking for picking up students is not adequate now, nor will it be adequate in the future if additional parking is required for the Park View Assisted Living facility.
6. Employee parking, vehicles picking up and/or delivering residents, medical supplies, etc., vehicles transporting the residents to/from medical and therapy appointments, are frequent. Ambulances and fire trucks are often required, 24/7. More residents and staff --more vehicles.
7. Employee smoking takes place alongside the southside of the building.
8. Visitor parking is not adequate for families and friends visiting residents, times of moving residents into or out of the facility, groups visiting for memorial services, relatives from out-of-town, etc. The groups may be small and/or the time of parking short; however, when students are being picked up or dropped off, the street becomes overcrowded and dangerous.

We need facilities like Park View Assisted Living. The Park View Assisted Living building and the attractive fencing, deck and the yard area, and the inside as well, is being kept up nicely; however, I believe that the Park View Assisted Living, with the additional traffic and considering the safety of elementary school children, would not be safe for the elementary school children.

Thank you.

Jane Mart 406-750-9247
 2209 11 St SW
 Great Falls, MT 59404

-----Original Message-----

From: Kevin Johnson <kskejohnson@gmail.com>

Sent: Monday, November 13, 2023 2:43 PM

To: Jamie Nygard <jnygard@greatfallsmt.net>

Subject: Conditional Use Permit - Type II Assisted Living Facility 2201 11th St SW

My name is Kevin Johnson, 1100 24th Ave SW, and have lived in the neighborhood that will be affected by an increase in occupancy of the Park View assisted living facility. The following are questions that I have regarding the CUP:

1. I notice that Park View Assisted Living is not registered with the Secretary of State in Montana. What is the legal name of the business? Should a formal approval for a change in use require the legal name of the entity that is applying for the CUP?
2. It was stated in the documents presented for the upcoming CUP that Park View was previously approved for an increase in occupancy to a Type II facility 12 residents and then to current occupancy of 14. When were these approvals granted? I've lived in the same home for 32 years and don't recall seeing a notice of a Planning Advisory Board meeting for these changes.
3. I noticed that there is a registered sexual offender - William Lauren Kitto - that lists the 2201 11th St SW address as his home. Is there any special training that is required to manage a high risk individual within the assisted living community? Given that the facility has a Type A license that requires minimal supervision, I am curious as to what measures have been undertaken regarding this situation. The letter written by the manager of the property indicates that they take in no violent individuals.
4. It is difficult to understand how a single family home in an area of Great Falls zoned R2 can handle the proposed 17 individuals that will be living in this home. Do all of the bedrooms in this home have more than one occupant? If so, what is the occupancy per bedroom? Are there any private rooms? How does this commercial property comply with the Americans With Disabilities (ADA) act? It appears that the majority of living space is on the second floor. Are there elevators located in the home? Because changes to the building are being made to accommodate additional residents, would the property require compliance with ADA? If there are barriers to access should these now be addressed?
5. I notice that a sprinkler system must be installed when the occupancy increases to 17. What is the City code for fire suppression? I'm surprised that a sprinkler system was not required when the occupancy increased to 14 or even 12.
6. I understand that currently none of the residents drive. Is it a requirement of the assisted living facility that no residents can drive?
7. Are CUP approvals grandfathered or would a new owner have to reapply upon a purchase of the business?
8. In a Type A assisted living facility there are no minimum staffing levels other than there must be one person on site 24 hours per day. At a minimum there could be just one staff member responsible for all residents. The application letter indicates that there are 8 employed for this facility. What are Park View's staffing requirements? What if the property were sold and the new owner had less stringent requirements?

9. When I looked on the State of Montana DPHHS site I noticed a more recent Administrative Rule of Montana Healthcare Facilities 37.106 sub chapter 28 -Assisted Living Facilities dated 9/24/2022. The document included in the package is from 2015. It seems that there are differences in the two documents. For example, there must be at least one toilet for every 4 residents. How many bathroom's will there be with 17 proposed residents? According to the 9/24/22 document this would indicate 5 separate toilet facilities. I see the appraisal for property tax purposes indicates only 3 baths and 6 bedrooms.

10. Changes in the number of facility beds requires the approval of DPHHS. Is there a formal approval in place?

Thank you for your time In reviewing these questions and my concerns regarding the business.



Great Falls Public Schools

Director of Business Operations • 1100 4th Street South • P.O. Box 2429, Great Falls,
MT 59403 • 406.268.6051 • Fax 406.268.6022 • www.gfps.k12.mt.us

December 8, 2023

City of Great Falls
Great Falls Planning Advisory Board
Attn: Brock Cherry
PO Box 5021
Great Falls, MT 59403

To Whom It May Concern,

Please consider this as a revised letter from Great Falls Public Schools regarding the Park View Assisted Living Permit Application. This property is located near Meadow Lark Elementary School. The school district has concerns about increased traffic in the vicinity of the school as it is located on a busy street, and it is our understanding that the City of Great Falls will be conducting a traffic study on this area because the increased traffic has an impact on the safety of students before and after school. In our first correspondence on this issue, we indicated that *"There may be a slight increase in traffic by Meadow Lark Elementary school, but not be significant enough for the school district to be concerned about."* We would like to review the results of the traffic study before deciding on the impact that traffic from this facility would have on the school. Our concern also lies with the ability of emergency vehicles to access the school building.

The District also has concerns about any registered sex offenders who may have the option or may be living in the facility. Due to the proximity to the school building, this situation would be considered as a potential threat to our students.

Sincerely,

A handwritten signature in black ink that reads "Brian Patrick".

Brian Patrick
Director of Business Operations
Great Falls Public Schools

From: [Jamie Nygard](#)
To: [Lisa C. Kunz](#); [Krista Artis](#)
Cc: [Lonnie Hill](#)
Subject: FW: Conditional Use Permit application
Date: Wednesday, May 29, 2024 7:54:51 AM

Good morning,
 Sara Doermann is out the remainder of this week, so Lonnie asked me to forward any comments for the Commission to you.
 Thank you,



Jamie Nygard, CPT
Senior Administrative Assistant
Planning & Community Development Department
Permit Division, City of Great Falls
T 406-455-8438
E jnygard@greatfallsmt.net

From: Brad Bergman <brad.bergm@gmail.com>
Sent: Tuesday, May 28, 2024 8:49 PM
To: Jamie Nygard <jnygard@greatfallsmt.net>
Subject: Conditional Use Permit application

To whom it may concern,

This letter concerns the conditional use permit (CUP) for a Type II Residential Facility at 2201 11th St SW, Great Falls, MT. We are writing again to oppose approval of this permit.

We reside directly across the street from Park View Assisted Living. We recognize the need for assisted living availability in our community, and we appreciate the services that Park View Assisted Living has provided for Great Falls.

Our primary concern relates to the safety of children attending Meadowlark Elementary School. Park View Assisted Living is located at a very busy location. During the school year, dozens of vehicles park out front to drop off and pick up children at Meadowlark Elementary school. This occurs twice daily. During these drop off times there are many children entering the road from behind parked vehicles. Over our 22 years here, we have witnessed some scary near-misses between child and vehicle. Vehicle traffic will be expected to worsen should the expansion occur. I am concerned that the additional traffic will increase the likelihood of an accident outside the facility. I am not aware of any traffic safety measures occurring in front of our house, and I suspect the majority of non-bussed students are dropped off at this location.

As you are probably aware, there is another assisted living facility within two blocks of Park View Assisted Living. The other assisted living facility can be seen from Park View Assisted Living. As a longstanding resident of our neighborhood, we feel that promoting expansion of this business, especially when there is another similar business in such close proximity, detracts from the appeal and character of our neighborhood. If Great Falls is interested in maintaining desirable neighborhoods, which are necessary to preserve and attract valuable community members, we should be very careful about promoting development of businesses in our neighborhoods. We worry about the precedent this would establish for our community.

It appears that the permit application fulfills, or plans to fulfill conditions, required for approval. Please keep in mind that Park View Assisted Living does not appear to be substantially larger than the other single family homes in the neighborhood. We question the wisdom and safety of housing the proposed 17 residents in that home. I could not imagine trying to live comfortably with half that many people in my home. Moreover, in the case of an emergency one or two staff members would not be able to evacuate 17 residents, many of which are mobility-impaired, from the two story home in a timely fashion.

Thank you for considering our concerns regarding this permit application.

Sincerely,

Bradford and Billi Bergman

Dear City Commissioners,

5/25/24

My wife and I have been a resident of Montana Addition behind Montana Park/Meadowlark School for 33 years. When we purchased in this neighborhood, it was a quiet, single-family residential neighborhood, which is why we decided to buy in that area and raise our son. We are now currently living across the street from a very busy assisted living business that has increased over the years from an original 8 bed facility, to 12 beds and then later increased to 14 beds. And now they want 17 beds? This is getting ridiculous!

Our son walked across the street to attend Meadowlark School for 7 years as a student there. It was very safe for him to do so at that time, with very little traffic as he walked there and back each day. It was also safe, without the worry of strangers trying to visit with him, or him having to walk by residents and/or employees standing/walking out front smoking cigarettes. As we watch the children walk to school now, it is nothing like it was when our son did so, and it is frightening to watch. I fear for these children and their safety as I see them head to school during the busy 8:00-8:15 morning traffic, or head home at the end of their school day. As a popular school drop-off zone, there is not only the school traffic due to this, but also children having to dodge emergency vehicles, paratransit vans, medical supply vehicles and employee vehicles of the assisted living staff. Also, with that extra traffic you must include ambulances and firetrucks with 31 average responses per year. In the past couple of months, we have had one of their employees parking in front of our house every single day, instead of in front of the facility or in the facility's driveway. Perhaps the owner is trying to make it look like there is not a vehicle/traffic issue by telling her employees to park in front of our home, rather than in front of the facility where they should be parking. We finally had to put a note on this employee's vehicle asking that she park in front of the assisted living facility, not in front of our home.

Our opinion has not changed since the Planning Board Meeting that denied the Conditional Use Permit. We understand that there is a need for these types of facilities in our city, but you can build one from the ground up in the right zoning area, like the Beehive Homes behind Benefis Hospital. We currently have a parent in The Beehive and there is a huge difference. They have 14 residents with 12 bedrooms, 2 rooms are for couples. Every room has a private ½ bath and the facility has a very large handicap shower area, haircutting area, large oversize kitchen with a commercial dishwasher that heats the water to the required temperature. Also, there is not one step or set of stairs in those facilities. Three people work lunch time and dinner prep and then they drop to 1 worker on night shift. These buildings were built for this specific use, unlike this house which was built to be a residential home, certainly not a 17-bed assisted living home.

Steve and Lynne Durkin

1101 23RD Ave. SW

Great Falls, MT 59404

House

sldurkin <sldurkin@bresnan.net>

Tue 5/14/2024 8:16 AM

To:Email Lynne <sldurkin1@hotmail.com>

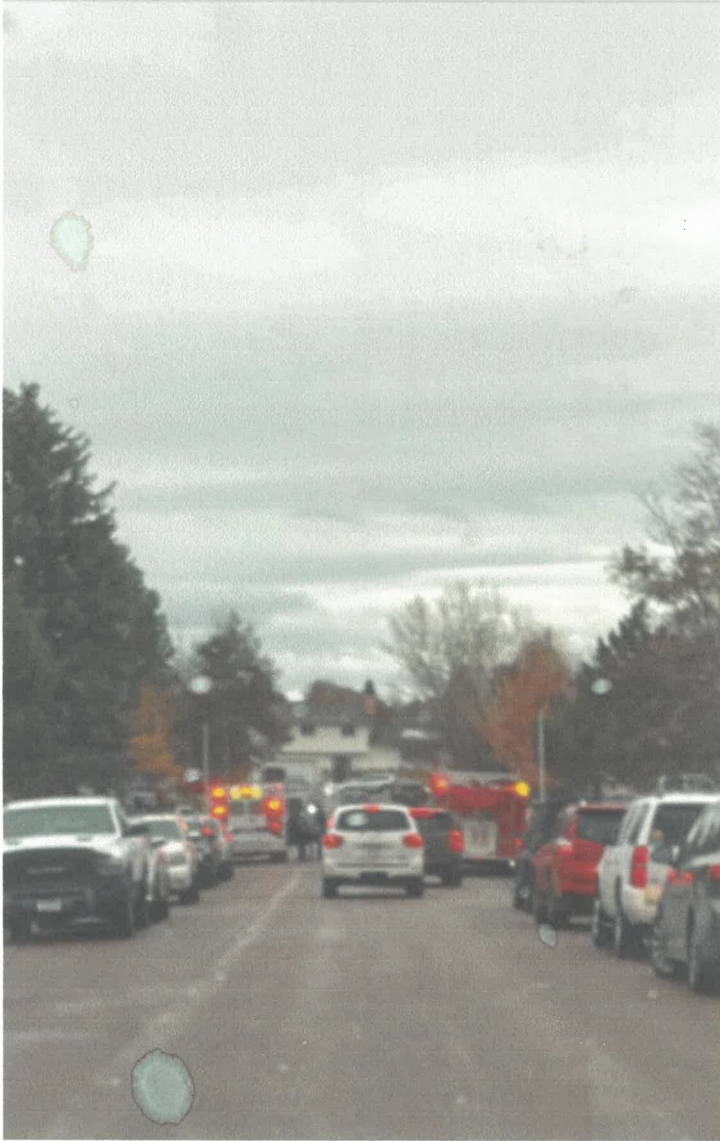


owner states there is NO EXTRA CARS

5 this Am - We are NOT getting the correct information from the owner

Photo

Do



Sent from my iPhone



Commission Meeting Date: June 4, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3267 - An Ordinance by the City Commission of the City of Great Falls to assign R-2 Single-family Medium Density Zoning to Lot 3, Block 3 of Viles’ and Robinson’s Acre Tracts, Sec 35, T21N, R3E, P.M.M, Cascade County, Montana.

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

Initiated By: Leigh Larson, Owner

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

Action Requested: City Commission accept Ordinance 3267 on first reading and set a public hearing for July 2, 2024.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3267 on first reading and (set/not set) a public hearing for July 2, 2024.”
2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

At the conclusion of a public hearing held on May 14, 2024, the Zoning Commission recommended the City Commission approve the establishment of Single-family Medium Density (R-2) zoning for the subject property. Staff also recommends approval of the applicant proposing R-2 zoning request for Lot 3, Block 3 of Viles’ and Robinson’s Acre Tracts with the following conditions:

Conditions of Approval for Annexation and Establishment of Zoning:

1. **General Code Compliance.** Any future development of the property shall be consistent with the conditions in this report, as well as all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Annexation Agreement.** The applicant shall abide by the terms and conditions and pay all fees specified in the attached Annexation Agreement for the subject property. The Annexation Agreement must be signed by the applicant and recorded with the Cascade County Clerk and Recorder.
3. **Land Use & Zoning.** The property development shall be consistent with the allowed uses and specific development standards of the R-2 Single-family Medium Density zoning district.

Summary:

The owner of the property legally described above and addressed as 2617 6th Street NW submitted an application in February of 2024 to annex the existing residence into the City for the purpose of connecting to City sanitary sewer utilities due to continuous septic failure. The subject property has an existing City water connection. Staff met with the property owner to explain the process and costs associated with annexation. The applicant was advised that connecting to sewer utilities can be permitted prior to the completion of annexation with the understanding that if for any reason the annexation does not get completed, the property owner will be required to disconnect from the City's sanitary sewer main. An acknowledgment letter was provided to the applicant to sign and return to the Public Works Department for their records.

Background:**Annexation Request:**

The annexation request for the subject property consists of approximately 0.413 acres. The property is contiguous to the existing City limits along the south and east property lines. In summary, the requested annexation is supported by City staff to allow the property owner to connect to the City sanitary sewer main.

The basis for decision for an annexation by petition request is listed in OCCGF 17.16.7.050. The recommendation of the Planning Advisory Board and the decision of the City Commission shall, at a minimum, consider the criteria outlined in this portion of City code.

Establishment of Zoning:

The subject property is being proposed for R-2 Single-family Medium Density zoning. The R-2 zoning district aligns with the existing use of a single-family residence upon the property and aligns with the existing surrounding residential uses. Nearby residences within the City limits of Great Falls are within the R-2 zoning district.

The basis for decision on zoning map amendments is listed in the Official Code of the City of Great Falls (OCCGF) 17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of the City Commission shall at a minimum consider the criteria, which are attached as *Attachment A - Basis of Decision – Zoning Map Amendment*.

Neighborhood Council Input:

The subject property is located adjacent to Neighborhood Council #3. The project was presented to the Council at their regularly scheduled meeting on May 2, 2024. The Council voted to support the request unanimously.

Concurrences:

Representatives from multiple departments, including the City's Public Works Department have been involved throughout the review process for this request. Both the Engineering Division of Public Works and the Legal Department have collaborated on the submitted Annexation Agreement.

Fiscal Impact:

The request to annex the subject property will utilize existing utility infrastructure and is located within an area currently served by City Fire and Police. A sanitary sewer service will be installed as part of this request. The applicant will bear the cost of the sanitary sewer connection per the agreed-upon terms of the attached Annexation Agreement. The annexation will add one (1) lot within the city, which will increase the City's tax base and increase revenue.

Alternatives:

The City Commission could deny acceptance of Ordinance 3267 on the first reading and not set the public hearing.

Attachments/Exhibits:

- Ordinance 3267
- Ordinance 3267 Exhibit A
- Attachment A - Basis of Decision – Zoning Map Amendment
- Attachment B - Aerial Map
- Attachment C - Annexation Agreement

ORDINANCE 3267

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-2 SINGLE-FAMILY MEDIUM DENSITY TO LOT 3, BLOCK 3 OF VILES' AND ROBINSON'S ACRE TRACTS LOCATED IN SECTION 35, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA.

* * * * *

WHEREAS, the property owner, Leigh Larson, has petitioned the City of Great Falls to annex the subject property, consisting of ±0.413 acres, as legally described above; and,

WHEREAS, Leigh Larson has petitioned the City of Great Falls to assign a zoning classification of R-2 Single-family Medium Density to Lot 3, Block 3, of the First Addition to Viles' and Robinson's Acre Tracts, upon annexation to the City; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on May 14, 2024 to consider said assignment of zoning of R-2 Single-family Medium Density district and, at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning to the subject property legally described as Lot 3, Block 3 of the First Addition to Viles' and Robinson's Acre Tracts, Sec 35, T21N, R3E, P.M.M, Cascade County, Montana; and,

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 2nd day of July, 2024, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the assignment of R-2 zoning on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said zoning designation be made.

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

Section 1. It is determined that the herein requested R-2 zoning request meets the criteria and guidelines cited in Mont. Code Ann. § 76-2-304, and Section 17.16.40.030 of the OCCGF.

Section 2. That the zoning classification of “R-2 Single-family Medium Density” be assigned to Lot 3, Block 3 of the First Addition to Viles’ and Robinson’s Acre Tracts, Sec 35, T21N, R3E, P.M.M, Cascade County, Montana as shown in “Exhibit A”, subject to the setbacks, and other development standards and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading June 4th, 2024.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading July 2nd, 2024.

Corey Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

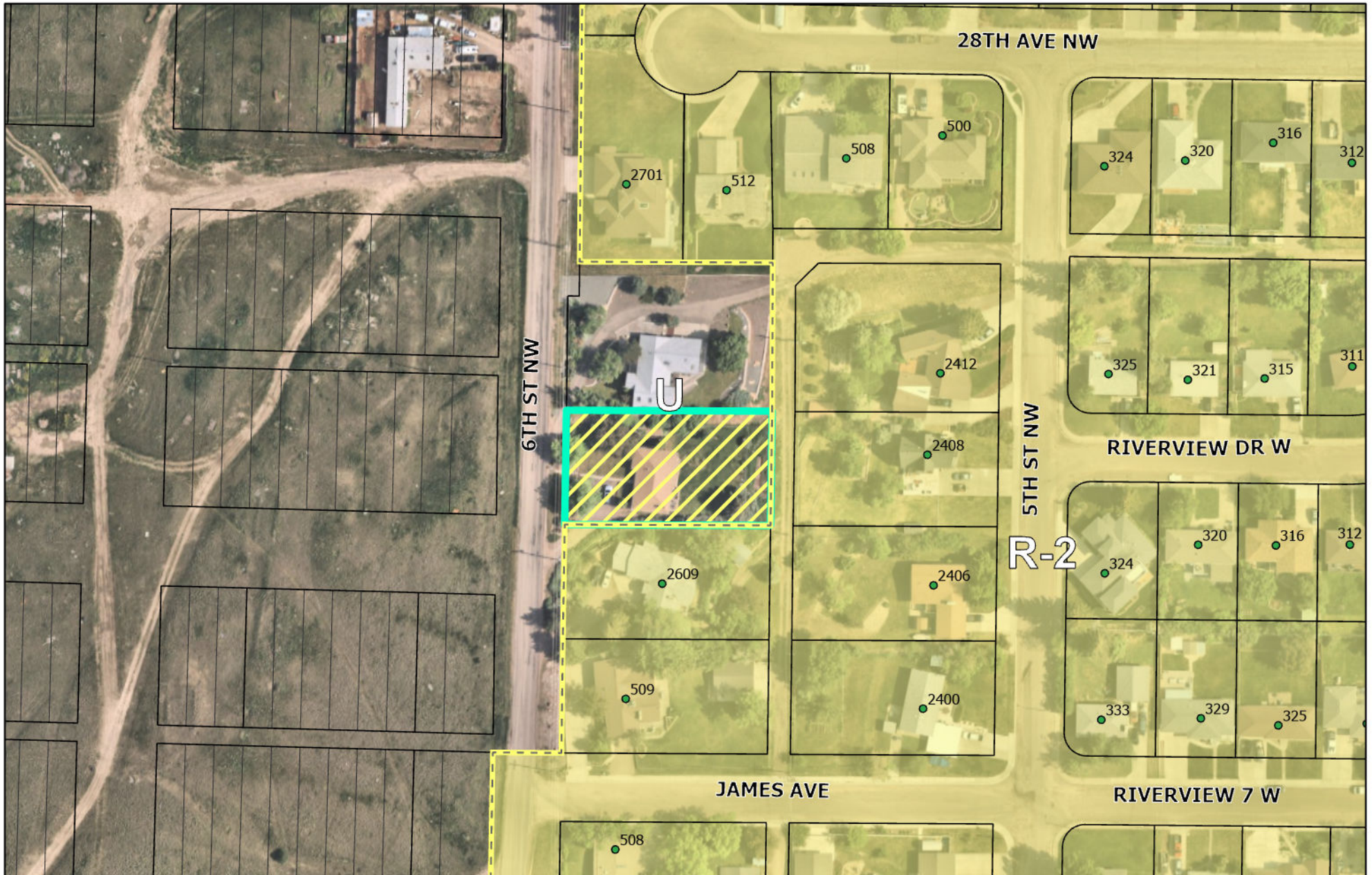
State of Montana)
County of Cascade : ss
City of Great Falls)

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3267 on the Great Falls Civic Center posting board and the Great Falls City website.

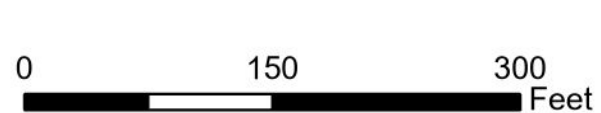
(CITY SEAL)

Lisa Kunz, City Clerk

Ordinance 3267 Exhibit A



- City Limit
- Parcels
- Ordinance 3267 - Proposed R-2 Zoning



BASIS OF DECISION – ZONING MAP AMENDMENT

Lot 3, Block 3 of the First Addition to Viles' and Robinson's Acre Tracts, located in Section 35, T21N, R3E P.M.M., Cascade County, Montana.

PRIMARY REVIEW CRITERIA:

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls (OCCGF) § 17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

1. The amendment is consistent with and furthers the intent of the City's growth policy.

The proposal to annex and establish R-2 Single-family medium density zoning is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposed zoning map amendment specifically supports the following goals and policies:

- Social Policy 1.4.12 – When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.
- Physical Policy 4.2.5 – Promote orderly development and the rational extension of infrastructure and City services.
- Physical Policy 4.3.2 – Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

The subject property is located adjacent to Neighborhood Council #3. There is no adopted neighborhood plan for Neighborhood Council #3, nor any other Council within the City. Neighborhood Council #3 discussed the project at their May 2nd, 2024 meeting. The Council voted unanimously to support the request.

3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.

The subject property is not located within any adopted plan or sub-area planning areas. The annexation request consists of an existing residential home and will not generate any additional traffic.

4. The code with the amendment is internally consistent.

The proposed establishment of R-2 Single-family Medium Density zoning is not in conflict with any portion of the existing City Code and will be consistent with adjacent existing zoning. The existing single-family home fits in with the context of the neighborhood based on the surrounding single-family homes adjacent to the property. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the neighborhood, as the subject property is an existing residential property.

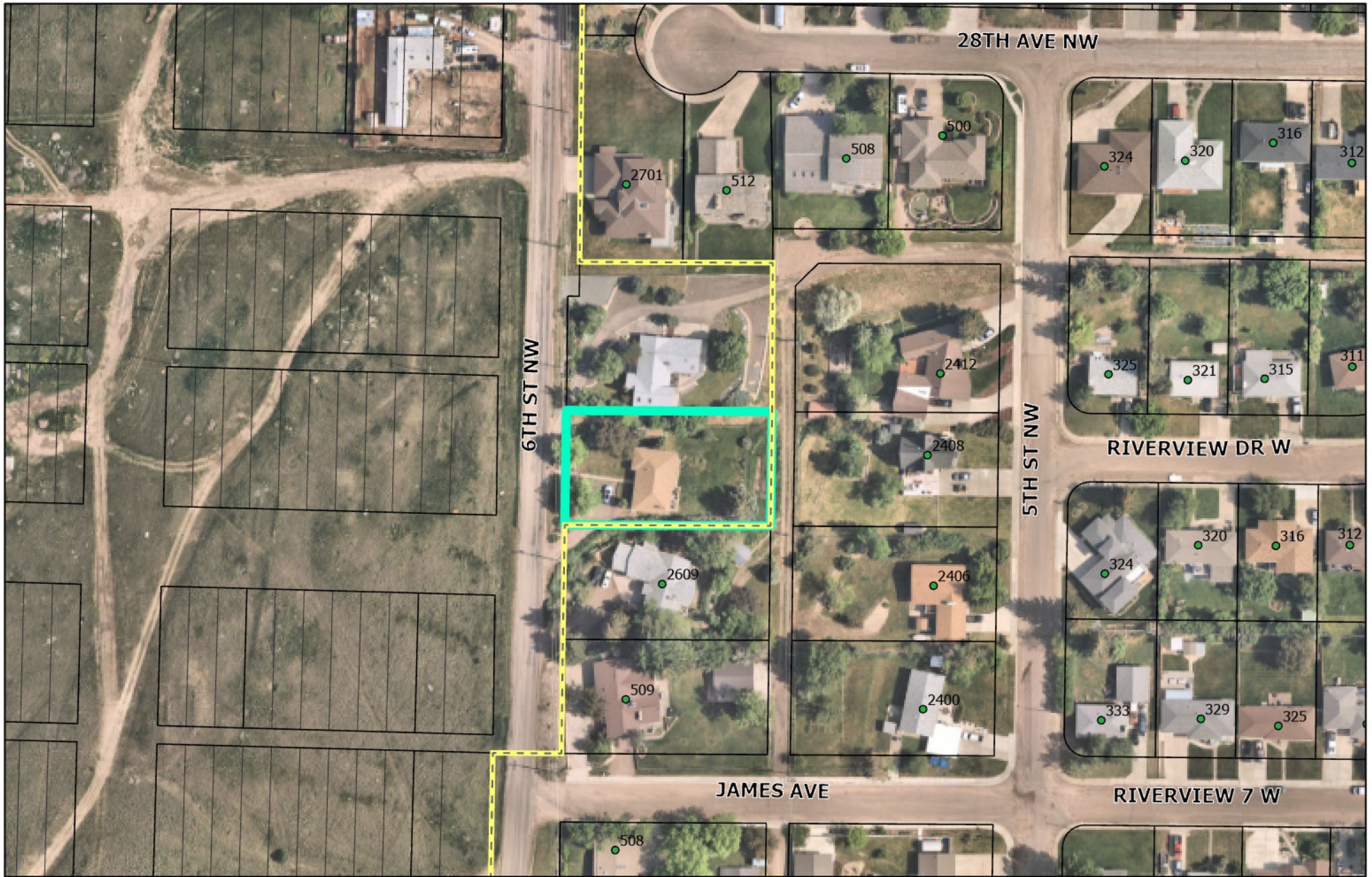
Attachment A**5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.**

There are no existing public health, safety, or welfare issues that have been identified for the subject property. The zoning assignment will have no impact on these issues.

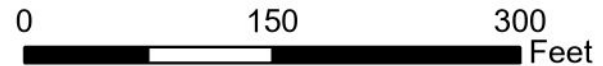
6. The City has or will have the financial and staffing capability to administer and enforce the amendment.

The City has the financial and staffing capability to administer and enforce the amendment if it is approved. The use of the subject property conforms to the proposed zoning, and no new public infrastructure needs to be provided to support the new zoning designation on the property.

Aerial Map



-  City Limit
-  Parcels
-  Subject Property



ANNEXATION AGREEMENT
TRACT OF LAND LEGALLY DESCRIBED AS LOT 3, BLOCK 3 OF THE FIRST ADDITION TO VILES’
AND ROBINSON’S ACRE TRACTS, LOCATED IN SECTION 35, TOWNSHIP 21 NORTH, RANGE 3
EAST, P.M.M., CASCADE COUNTY, MONTANA.

The following is a binding Agreement dated this _____ day of _____, 2024, between Leigh Larson, hereinafter referred to as “Owner”, and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as “City”, regarding the requirements for annexation of a tract of land into the corporate limits of the City legally described as Lot 3, Block 3 of the First Addition to Viles’ And Robinson’s Acre Tracts, Section 35, Township 21 North, Range 3 East, P.M.M., Cascade County, Montana, hereinafter referred to as “Subject Property”. Owner of the aforementioned Subject Property agrees to, and is bound by, the provisions of this Agreement, and by signing this Agreement, therefore agrees to terms applicable to the Subject Property. The City is authorized to enter into this Agreement by §17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

1. Purpose. The purpose of this Agreement is to ensure that certain improvements are made and certain conditions are fulfilled by the Owner, as required by the City's approval of the supporting documents. Generally, this Agreement:

- 1.1** Declares that the Owner is aware of and has properly accounted for any natural conditions that may adversely affect the Subject Property;
- 1.2** Requires the Owner to guarantee that the promised on-site improvements are made in a timely manner by as required by the Official Code of the City of Great Falls (OCCGF);
- 1.3** Waives protest and appeal by the Owner and their successors against the creation of special improvement and maintenance districts that would provide and maintain necessary infrastructure;
- 1.4** Indemnifies the City from claims relating to its approval of any construction or other development-related activities for the Subject Property and clarifies the City’s limited role in the approval and oversight of any such construction or other development-related activities.

2. Supporting Documents. Each of the following supporting documents are to be submitted for review and approval by the City.

- 2.1 Legal Documentation.** Legal documents, including but not limited to any easements, covenants, and restrictions establishing the authority and responsibilities of Owner, which may be recorded in the Clerk and Recorder’s Office of Cascade County, Montana.

3. Changes. The Owner understand that failure to install required improvements in accordance with the final construction plans is a breach of, and may void, this Agreement. The Owner also understands that such failure is a violation of the OCCGF, subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds and the Administrator (the person or persons charged by the City Manager with the administration of this improvement agreement) is hereby authorized to allow minor changes to approved improvements, as provided below:

Attachment C

3.1 Minor Changes. Minor changes to the improvements that are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Property, can be made as follows:

3.1.1 Before making changes, the Owner must submit revisions to the Administrator for review. Failure to do this before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within fourteen (14) days of receipt of the revised plans.

3.1.2 Based on a review of the revisions, the Administrator may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the annexation of the Subject Property or the OCCGF.

3.1.3 Minor changes in the location and specifications of the required improvements may be permitted by the Administrator. The Owner must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.

4. Fees. The Owner understands that they are required to pay the following fees as they come due. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with Subject Property shall not constitute a waiver by the City.

4.1 Recording Fees. The Owner will pay all recording fees at the rate charged by Cascade County at the time the annexation resolution is submitted for recording.

4.2 Connection and Construction Fees. Water service tapping and water and sewer service connection fees will be assessed at the times of tapping and connections.

4.3 Storm Drain Fee. The Owner will pay a storm drain fee in the amount of \$250 per acre for annexation of the Subject Property. This equates to **\$103.25** for the total 0.413 acres of the Subject Property. The total storm drain fee shall be paid to the City no later than 30 days after City Commission action to annex the Subject Property into the City.

4.4 Payment of Application Fees Acknowledged. The following fees have been paid by the Owner: \$3,061.95 application fee for annexation and establishment of zoning.

4.5 Reimbursement Owed to the Owner of Lot 1, Block 3, First Addition to Viles' and Robinson's Acre Tracts. The Owner will pay a reimbursement owed for sixty-foot portion of the existing sanitary sewer main crossing James Avenue in the amount of \$220.28. The reimbursement shall be paid to Mr. Don Labar, successors, or assigns no later than 30 days after annexation.

5. Site Conditions. The Owner warrants that they have conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the Subject Property. The Owner further warrants that all plans submitted pursuant to this Agreement and all applications for building permits within the Subject Property will properly account for all such conditions. The Owner holds the City harmless for natural conditions and for any faults in their own assessment of those conditions.

6. On-Site Improvements. The on-site improvements shall include everything required to provide water, sanitary sewer, access, and other requirements as may be required by OCCGF. If necessary, the Owner shall provide public utility easements for all required public utilities.

Attachment C

6.1 Sewer Improvements. To serve the Subject Property, the Owner is required to abandon all drain fields and septic tanks per the Cascade County Health Department and City of Great Falls requirements and connect to the existing sewer main located 6th Alley NW under the terms and conditions of the City Sewer Line Installation Letter dated February 8th, 2024.

7. Nonconforming structures. The City acknowledges previously existing structures on the Subject Property. If these structures are found to be nonconforming, they may continue so long as they remain otherwise lawful, subject to the provisions within OCCGF 17.64.030 – Nonconforming structures.

8. Special Improvement and Maintenance Districts. Owner hereby agrees to waive their right to protest and appeal the lawful creation by the City of special improvement or maintenance districts for any proper purpose and shall pay the proportionate share of the costs associated with said special improvement or maintenance districts as they may be applied to the Subject Property.

9. Park District. Owner acknowledges that the Subject Property will be, by operation of law and pursuant to Resolution No. 10238, adopted by the City Commission on June 5, 2018, included within the boundaries of the Great Falls Park District Number 1. Owner acknowledges that property within the Great Falls Park District Number 1, including the Subject Property, is subject to annual assessments for the purposes of the Great Falls Park District Number 1 in amounts to be determined by the City Commission each year, in accordance with Resolution No. 10238, as it may be amended or supplemented.

10. City Acceptance and Zoning. In consideration of the terms of this Agreement, the City hereby accepts the Subject Property incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned City zoning classification of R-2 Single-family Medium Density.

11. Public Infrastructure Improvements. The Owner agrees to install a sanitary sewer manhole at the existing terminus of the sewer main in the alleyway abutting the southeast corner of Lot 3 in conformance with City standards. Owner hereby agrees to, when deemed necessary by the City in conjunction with a public infrastructure improvements project, pay for its proportionate share of the costs of a future eight-inch-high pressure water main and appurtenances to be installed in 6th Street NW, and relocate its water service line to said main. Owner also agrees to, when deemed necessary by the City in conjunction with a public infrastructure improvements project, pay for its proportionate share of the costs of future improvements to 6th Street NW to local standard including pavement, curb, gutter, and sidewalk.

12. Limitation of Liability. The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this Agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owner is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State and Federal requirements, and other applicable standards. The City's limited plan review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owner, nor any third party may rely upon the City's limited review or approval.

The Owner shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to the Subject Property described herein. Upon the transfer of ownership of the property, the prior owner

Attachment C

(whether it is the Owner that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred property is released as to that owner and the indemnity obligation runs to the new owner of the property. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost, is obligated to indemnify, and no owner of property is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the Owner of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

13. Binding Effect. The provisions, covenants and terms of this Agreement shall run with the land and bind the present Owner, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.



Commission Meeting Date: June 4, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10549 – Dedicate portions of 25th Street N and River Drive North as Public Right-of-way, in Accordance with Section 7-3-4446, MCA and approval of the accompanying Certificate of Survey.

From: Planning and Community Development

Initiated By: City of Great Falls

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

Action Requested: Adoption of Resolution 10549 and approve the accompanying Certificate of Survey.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10549 and approve the accompanying Certificate of Survey.”

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

Staff Recommendation:

Staff recommends adoption of Resolution 10549 and approve the accompanying Certificate of Survey.

Summary:

Resolution 10549 would formally dedicate approximately 362 linear feet of 25th Street N and approximately 2000 linear feet of River Drive North as public right-of-way that is currently used as a public roadway. A legal description of the area to be dedicated is provided in the attached *Certificate of Survey*. Montana Code Annotated (MCA) 7-3-4446 requires public right-of-way to be dedicated as part of a plat bearing approval by the governing body. Additionally, approval of the proposed Certificate of Survey creates the parcel that is to be sold to Pasta Montana.

Background:

In July 1996, the City Commission approved a twenty-year lease agreement with Pasta Montana L.L.C., thereby allowing the company to build its food manufacturing plant located at 1 Pasta Place in Great Falls. The lease included provisions that included an option to purchase the property. Annual lease payments were \$18,000 for the lease period and \$27,000 for each year of the extension term. The lease was updated and extended by the City Commission in 2016. At that time, rather than simply extend the original agreement, City staff took the opportunity to undertake a review of the agreement, obtain expert opinion as to the reasonableness of the new lease amount, and update the agreement’s terms. The updated lease

carried a 5-year term, expanded environmental provisions, and renewed the option to purchase for appraised value at the time of the exercise of the option, similar to the first lease agreement.

Pasta Montana approached the City of Great Falls in 2021 to pursue purchasing the parcel. In 2022, the City of Great Falls Park and Recreation Department commissioned Stephen Babb of Babb Land Surveying, Inc. to retrace the boundaries of the parcels underlying the lease parcel, and to relocate existing common boundaries to create a separate parcel for the land upon which Pasta Montana is located. As part of this survey, it was determined that the adjoining rights-of-way of 25th Street North and River Drive North were never dedicated as public right-of-way. In addition to preparing the parcel for sale to Pasta Montana, the proposed Certificate of Survey corrects this omission and formally dedicates the existing roadways as public right-of-way.

Fiscal Impact:

There will be no cost associated with this dedication as the street is already built and used as a public roadway. Proceeds from the future sale of the parcel to Pasta Montana will generate revenue for the Park and Recreation Department.

Alternatives:

The Commission could elect to not approve Resolution 10549 or the accompanying Certificate of Survey. The parcel would not be created for the sale to Pasta Montana and the roadways would continue to exist with uncertainty as public right-of-way.

Concurrences:

The City of Great Falls Public Works Department, Planning and Community Development Department, Legal Department and the Montana Department of Transportation all concur that the dedication of right-of-way is required for the existing roadway to be located within public right-of-way. Additionally, the City of Great Falls Park and Recreation Department has no objection to dedicating the roadway as public right-of-way.

Attachments/Exhibits:

- Resolution 10549
- Certificate of Survey

RESOLUTION 10549

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO DEDICATE A PORTION OF LAND SITUATED IN GOVERNMENT LOT 5 AND GOVERNMENT LOT 6 OF SECTION 5, AND IN GOVERNMENT LOT 8 OF SECTION 6, ALL IN TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA AS PUBLIC RIGHT-OF-WAY, IN ACCORDANCE WITH THE PROVISION OF SECTION 7-3-4446, MONTANA CODE ANNOTATED.

* * * * *

WHEREAS, the City of Great Falls is the owner of a parcel of land legally described as “Government Lot 5 and Government Lot 6 of Section 5, and Government Lot 8 of Section 6, Township 20 North, Range 4 East, PMM, Cascade County, Montana”; and

WHEREAS, the adjoining roadways of 25th Street North and River Drive North have historically existed and functioned as roadways; and

WHEREAS, it was determined that the adjoining right-of-ways of 25th Street North and River Drive North were never dedicated as public right-of-way; and

WHEREAS, formal dedication of the rights-of-way crossing Government Lot 5 and Government Lot 6 of Section 5, and Government Lot 8 of Section 6 will clarify the status of the rights-of-way and ensure uniform application of local and state laws regarding right-of-way.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, HEREBY APPROVES:

The dedication and acceptance as public-right-of-way, and incorporation into the right-of-way of 25th Street North and River Drive North, as shown on the attached Certificate of Survey.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 4th day of June, 2024.

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

CERTIFICATE OF SURVEY

RELOCATION OF COMMON BOUNDARY LINES, RETRACEMENT & AGGREGATION

SITUATED IN SECTIONS 5 & 6, T. 20 N., R. 4 E., P. M., CASCADE COUNTY, MONTANA

SHEET 1 OF 5

CERTIFICATE OF OWNER

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, THE OWNER OF THE SUBJECT PROPERTIES, DO HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED, AGGREGATED, RETRACED, AND BOUNDARY LINES RELOCATED BETWEEN EXISTING ADJOINING PROPERTIES RESULTING IN THE FOLLOWING TRACTS OF LAND TO WIT:

LEGAL DESCRIPTION: TRACT 8

A TRACT OF LAND BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN BOOK 61, PAGES 189, 190 & 191 IN THE RECORDS OF CASCADE COUNTY, MONTANA, AND BEING DESCRIBED THEREIN AS "FIRST DESCRIPTION: BLACK EAGLE PARK", AND BEING SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 NW1/4 SE1/4) AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 NE1/4 SW1/4) OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE PRINCIPAL MERIDIAN, CASCADE COUNTY, MONTANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LAST SAID PARCEL, HEREIN REFERRED TO AS THE "BLACK EAGLE PARK PARCEL" ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTE FE RAILROAD AT RAILROAD STATION 131+38.57;

THENCE ALONG THE SOUTHERLY LINE OF SAID BLACK EAGLE PARK PARCEL AND SAID NORTHERLY RAILROAD RIGHT-OF-WAY, S89°35'41"E (N89°48'E recorded) A DISTANCE OF 2807.00 FEET TO A 5/8" DIAMETER REBAR, 24" LONG, WITH A 2-1/2" DIAMETER ALUMINUM CAP STAMPED "STEPHEN D. BABB, CFEDS #1355, MT. 11699 LS", HEREIN REFERRED TO AS A "BABB MONUMENT" WHICH OCCUPIES THE POSITION OF THE SOUTHEAST CORNER OF SAID BLACK EAGLE PARK PARCEL AT RAILROAD STATION 159+45.57 AND THE POINT OF BEGINNING OF TRACT 8, HEREIN DESCRIBED;

THENCE REVERSING COURSE ALONG SAID SOUTHERLY LINE AND SAID NORTHERLY RIGHT-OF-WAY, N89°35'41"W (S89°48'W recorded) A DISTANCE OF 153.29 FEET TO A BABB MONUMENT WHICH OCCUPIES THE POSITION OF THE INTERSECTION OF SAID LINE WITH THE SOUTHEASTERLY RIGHT-OF-WAY OF THE FORMER ORIGINAL SILVER SMELTER LINE OF THE GREAT NORTHERN RAILWAY COMPANY, AT STATION 157+92.28, SAID POINT BEING A POINT ON CURVE OF A CIRCULAR CURVE TO THE LEFT WITH A RADIUS WHICH BEARS N34°44'52"W A DISTANCE OF 1892.00 FEET;

THENCE ALONG LAST SAID CURVE AND SOUTHEASTERLY RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 05°53'27" AN ARC DISTANCE OF 194.52 FEET TO A BABB MONUMENT WHICH OCCUPIES THE POSITION OF THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY AND THE EASTERLY LINE OF SAID BLACK EAGLE PARK PARCEL;

THENCE ALONG SAID EASTERLY LINE, S00°16'19"W (S00°16'E recorded) A DISTANCE OF 119.97 FEET (121.9 feet recorded) TO THE POINT OF BEGINNING OF TRACT 8, HEREIN DESCRIBED;

CONTAINING IN ALL 8,871 SQUARE FEET OR 0.204 ACRES, MORE OR LESS; AND

LEGAL DESCRIPTION: TRACT 9

A TRACT OF LAND SITUATED IN GOVERNMENT LOTS 5 AND 6 AND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4) AND IN THE NORTH HALF OF THE SOUTHWEST QUARTER (N1/2 SW1/4) OF SECTION 5 AND IN GOVERNMENT LOT 8 AND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SE1/4) OF SECTION 6, ALL IN TOWNSHIP 20 NORTH, RANGE 4 EAST, OF THE PRINCIPAL MERIDIAN, CASCADE COUNTY, MONTANA, SAID TRACT BEING PORTIONS OF THAT CERTAIN PARCEL DESCRIBED IN BOOK 61, PAGES 189, 190 & 191 IN THE RECORDS OF CASCADE COUNTY, MONTANA, AND BEING DESCRIBED THEREIN AS "FIRST DESCRIPTION: BLACK EAGLE PARK", AND BEING PORTIONS OF THAT CERTAIN PARCEL IDENTIFIED AS QUIT CLAIM DEED NO. 324816 AS DESCRIBED IN BOOK 168 OF DEEDS, PAGE 185, OF SAID RECORDS, AND BEING PORTIONS OF THAT CERTAIN PARCEL DESCRIBED IN AN UNRECORDED CONVEYANCE FROM THE GREAT FALLS TOWNSITE COMPANY TO THE CITY OF GREAT FALLS, DATED NOVEMBER 7, 1913, AND STORED IN THE GREAT FALLS CITY CLERK'S OFFICE IN FILE #60, AND BEING DESCRIBED THEREIN AS "FIRST PARCEL", DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" DIAMETER IRON PIPE WHICH OCCUPIES THE POSITION OF THE SOUTHWEST CORNER OF SAID BOOK 168 OF DEEDS, PAGE 185 PARCEL WHICH IS THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN SANTE FE RAILROAD WITH THE WESTERLY RIGHT-OF-WAY OF 25TH STREET NORTH, SAID POINT BEING THE POINT OF BEGINNING OF TRACT 9, HEREIN DESCRIBED;

THENCE ALONG THE WESTERLY LINE OF LAST SAID PARCEL N00°17'00"E (N00°00'E recorded) A DISTANCE OF 542.73 FEET TO A 5/8" DIAMETER REBAR, 24" LONG, WITH A 2-1/2" DIAMETER ALUMINUM CAP STAMPED "STEPHEN D. BABB, CFEDS #1355, MT. 11699 LS", HEREIN REFERRED TO AS A "BABB MONUMENT" WHICH OCCUPIES THE POSITION OF THE NORTHWEST CORNER THEREOF;

THENCE ALONG THE NORTHERLY LINE OF LAST SAID PARCEL N63°38'00"E A DISTANCE OF 357.98 FEET (357.02 feet recorded) TO A BABB MONUMENT WHICH OCCUPIES THE POSITION OF THE NORTHWEST CORNER OF SAID BLACK EAGLE PARK PARCEL;

THENCE ALONG THE BOUNDARIES OF SAID BLACK EAGLE PARK PARCEL ON THE FOLLOWING THREE COURSES:

THENCE N63°49'12"E A DISTANCE OF 1643.08 FEET (1642 feet recorded) TO A 5/8" DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "STANGLER 9094 LS" WHICH OCCUPIES AN ANGLE POINT IN SAID BOUNDARY;

THENCE N88°49'28"E (N88°16'E recorded) A DISTANCE OF 1336.35 FEET (1337.60 feet recorded) TO A BABB MONUMENT WHICH OCCUPIES THE POSITION OF THE NORTHEAST CORNER OF SAID BLACK EAGLE PARK PARCEL;

THENCE ALONG THE EASTERLY LINE OF LAST SAID PARCEL S00°16'19"W (S00°16' recorded) A DISTANCE OF 1228.49 FEET (1225.9 feet recorded) TO A BABB MONUMENT WHICH OCCUPIES THE INTERSECTION POINT OF SAID LINE WITH THE NORTHWESTERLY RIGHT-OF-WAY OF THE FORMER ORIGINAL SILVER SMELTER LINE OF THE GREAT NORTHERN RAILWAY COMPANY, SAID POINT BEING A POINT ON CURVE OF A CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N43°28'16"W A DISTANCE OF 1792.00 FEET (1860.08 feet recorded);

THENCE ALONG LAST SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 13°33'32" AN ARC DISTANCE OF 424.07 FEET TO A BABB MONUMENT WHICH OCCUPIES THE POSITION OF THE INTERSECTION OF SAID NORTHWESTERLY RIGHT-OF-WAY WITH THE NORTHERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN SANTE FE RAILROAD, WHICH IS THE FORMER CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD RIGHT-OF-WAY, AND FORMERLY THE CHICAGO, MILWAUKEE & PUGET SOUND RAILROAD RIGHT-OF-WAY AT RAILROAD STATION 156+07.52 ON THE SOUTHERLY LINE OF SAID BLACK EAGLE PARK PARCEL;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG THE SOUTHERLY LINE OF SAID BLACK EAGLE PARK PARCEL N89°35'41"W (S89°48'W recorded) A DISTANCE OF 2000.95 FEET TO A BABB MONUMENT AT RAILROAD STATION 136+06.57;

THENCE LEAVING LAST SAID LINE N00°35'50"E A DISTANCE OF 355.68 FEET TO A BABB MONUMENT;

THENCE N89°39'16"W A DISTANCE OF 417.61 FEET TO A BABB MONUMENT WHICH OCCUPIES THE POSITION OF THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT WITH A RADIUS WHICH BEARS S00°20'44"W A DISTANCE OF 276.00 FEET;

THENCE ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 30°55'16" AN ARC DISTANCE OF 148.95 FEET TO A BABB MONUMENT WHICH OCCUPIES THE POSITION OF THE POINT OF TANGENCY;

THENCE S59°25'27"W A DISTANCE OF 31.82 FEET TO A BABB MONUMENT;

THENCE S13°59'10"W A DISTANCE OF 44.32 FEET TO A BABB MONUMENT;

THENCE N76°00'50"W A DISTANCE OF 45.00 FEET TO A BABB MONUMENT;

THENCE S59°25'27"W A DISTANCE OF 68.79 FEET TO A BABB MONUMENT WHICH LIES 50.00 FEET EASTERLY OF THE CENTERLINE OF 25TH STREET NORTH;

THENCE PARALLEL WITH AND 50.00 FEET EASTERLY OF SAID CENTERLINE S00°17'00"W (S00°00'W recorded) A DISTANCE OF 227.98 FEET TO A BABB MONUMENT WHICH LIES ON SAID NORTHERLY RAILROAD RIGHT-OF-WAY AND ON THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN BOOK 168, PAGE 185, AND BEING A POINT ON CURVE OF A CIRCULAR CURVE TO THE LEFT WITH A RADIUS WHICH BEARS N02°26'41"E A DISTANCE OF 5729.65 FEET;

THENCE ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 00°54'32" AN ARC DISTANCE OF 90.10 FEET TO THE POINT OF BEGINNING OF TRACT 9, HEREIN DESCRIBED;

CONTAINING IN ALL 3,472,289 SQUARE FEET OR 79.713 ACRES, MORE OR LESS; AND

LEGAL DESCRIPTION: TRACT 10

A TRACT OF LAND SITUATED IN GOVERNMENT LOT 5 AND IN THE NORTH HALF OF THE SOUTHWEST QUARTER (N1/2 SW1/4) OF SECTION 5 AND IN GOVERNMENT LOT 8 AND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SE1/4) OF SECTION 6, ALL IN TOWNSHIP 20 NORTH, RANGE 4 EAST, OF THE PRINCIPAL MERIDIAN, CASCADE COUNTY, MONTANA, SAID TRACT BEING PORTIONS OF THAT CERTAIN PARCEL DESCRIBED IN BOOK 61, PAGES 189, 190 & 191 IN THE RECORDS OF CASCADE COUNTY, MONTANA, AND BEING DESCRIBED THEREIN AS "FIRST DESCRIPTION: BLACK EAGLE PARK", AND BEING PORTIONS OF THAT CERTAIN PARCEL IDENTIFIED AS QUIT CLAIM DEED NO. 324816 AS DESCRIBED IN BOOK 168 OF DEEDS, PAGE 185, OF SAID RECORDS, AND BEING PORTIONS OF THAT CERTAIN PARCEL DESCRIBED IN AN UNRECORDED CONVEYANCE FROM THE GREAT FALLS TOWNSITE COMPANY TO THE CITY OF GREAT FALLS, DATED NOVEMBER 7, 1913, AND STORED IN THE GREAT FALLS CITY CLERK'S OFFICE IN FILE #60, AND BEING DESCRIBED THEREIN AS "FIRST PARCEL", DESCRIBED AS FOLLOWS:
(CONTINUED AT THE TOP OF THE NEXT COLUMN)

CERTIFICATE OF OWNER (continued...)

LEGAL DESCRIPTION: TRACT 10 (continued...)

COMMENCING AT A 5/8" DIAMETER REBAR ON THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN BOOK 168 OF DEEDS, PAGE 185, AND ON THE NORTHERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN SANTE FE RAILROAD, FORMERLY THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, AT RAILROAD END OF CURVE STATION 131+10.6 (131+10.7 recorded), SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT 10, HEREIN DESCRIBED, AND THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N00°24'19"E A DISTANCE OF 5729.65 FEET;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°02'22" AN ARC DISTANCE OF 2021.7 FEET TO A 5/8" DIAMETER REBAR, 24" LONG, WITH A 2-1/2" DIAMETER ALUMINUM CAP STAMPED "STEPHEN D. BABB, CFEDS #1355, MT. 11699 LS", HEREIN REFERRED TO AS A "BABB MONUMENT" WHICH LIES 50.00 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF 25TH STREET NORTH;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY AND PARALLEL WITH AND 50.00 FEET EASTERLY FROM SAID CENTERLINE, N00°17'00"E (N00°00'E recorded) A DISTANCE OF 227.98 FEET TO A BABB MONUMENT;

THENCE N59°25'27"E A DISTANCE OF 68.79 FEET TO A BABB MONUMENT;

THENCE S76°00'50"E A DISTANCE OF 45.00 FEET TO A BABB MONUMENT;

THENCE N13°59'10"E A DISTANCE OF 44.32 FEET TO A BABB MONUMENT;

THENCE N59°25'27"E A DISTANCE OF 31.82 FEET TO A BABB MONUMENT WHICH OCCUPIES THE POSITION OF THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S30°34'33"E A DISTANCE OF 276.00 FEET;

THENCE ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°55'16" AN ARC DISTANCE OF 148.95 FEET TO A BABB MONUMENT;

THENCE S89°39'16"E A DISTANCE OF 417.61 FEET TO A BABB MONUMENT;

THENCE S00°35'50"W A DISTANCE OF 355.68 FEET TO A BABB MONUMENT WHICH LIES ON SAID NORTHERLY RAILROAD RIGHT-OF-WAY AT RAILROAD STATION 136+06.57;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN BOOK 61 OF DEEDS, PAGES 189, 190 & 191, N89°35'41"W (S89°48'W recorded) A DISTANCE OF 495.97 FEET TO THE POINT OF BEGINNING OF TRACT 10, HEREIN DESCRIBED;

CONTAINING IN ALL 233,916 SQUARE FEET OR 5.370 ACRES, MORE OR LESS; AND

PURPOSE STATEMENT:

I FURTHER CERTIFY THAT THE PURPOSE OF THIS SURVEY IS TO RETRACE THE BOUNDARIES OF TRACT 8 WHICH IS AN EXISTING PARCEL DIVIDED FROM THE PARENT PARCEL BY A RAILROAD RIGHT-OF-WAY CONVEYANCE, AND TO RELOCATE COMMON BOUNDARY LINES BETWEEN AN EXISTING PARCEL AS DESCRIBED IN BOOK 61 OF DEEDS, PAGES 189, 190 & 191 AND AN EXISTING PARCEL DESCRIBED IN BOOK 168 OF DEEDS, PAGE 185, CASCADE COUNTY RECORDS, WHICH ARE ADJOINING PROPERTIES, OUTSIDE OF PLATTED SUBDIVISIONS; AND TO AGGREGATE PORTIONS OF THE EXISTING UNRECORDED PARCEL CONVEYED TO THE CITY OF GREAT FALLS IN 1913, DESCRIBED HEREON AS RECORD SOURCE 3 (R3) (SEE DETAIL G); AND

EXEMPTION FROM SUBDIVISION REVIEW: CASCADE COUNTY

THEREFORE, THIS DIVISION IS NOT SUBJECT TO REVIEW BY CASCADE COUNTY AS A SUBDIVISION PURSUANT TO M.C.A. 76-3-207(1)(a) AND M.C.A. 76-3-207(1)(i), WHICH STATE:

- (1) Except as provided in subsection (2), unless the method of disposition is adopted for the purpose of avoiding this chapter, the following divisions or aggregations of tracts of record of any size, regardless of the resulting size of any lot created by the division or aggregation, are not subdivisions under this chapter but are subject to the surveying requirements of 76-3-401 for divisions or aggregations of land other than subdivisions and are subject to applicable zoning regulations adopted under Title 76, chapter 2:
 - (a) divisions made outside of platted subdivisions for the purpose of relocating common boundary lines between adjoining properties;
 - (i) aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas; AND

EXEMPTION FROM SUBDIVISION REVIEW: MONTANA D.E.Q.

I FURTHER CERTIFY THAT TRACT 8, SHOWN AND DESCRIBED ON THIS SURVEY, IS AN EXISTING PARCEL AND IS NOT BEING CREATED OR ADJUSTED AND THEREFORE IS NOT SUBJECT TO REVIEW AS A SUBDIVISION BY THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY; AND THAT TRACT 9, SHOWN AND DESCRIBED ON THIS SURVEY, IS 20 ACRES IN SIZE OR LARGER AND THEREFORE IS NOT SUBJECT TO REVIEW AS A SUBDIVISION BY THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO THE DEFINITION OF A "SUBDIVISION" IN 76-4-102(24) M.C.A.; AND TRACT 10, SHOWN AND DESCRIBED ON THIS SURVEY, IS EXEMPT FROM REVIEW AS A SUBDIVISION BY THE STATE OF MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT A.R.M. 17.36.605(2)(c)(i)(ii)(iii), WHICH STATES:

- (2) The reviewing authority may exclude the following parcels created by divisions of land from review under Title 76, chapter 4, part 1, M.C.A. unless the exclusion is used to evade the provisions of that part:
 - (c) a parcel that will be affected by a proposed boundary line adjustment, if the parcel has existing facilities for water supply, wastewater disposal, storm drainage, or solid waste disposal that were not subject to review, and have not been reviewed, under Title 76, chapter 4, part 1, M.C.A. and if:
 - (i) no facilities, other than those in existence prior to the boundary line adjustment, or those that were previously approved as replacements for the existing facilities, will be constructed on the parcel;
 - (ii) existing facilities on the parcel complied with state and local laws and regulations, including permit requirements, which were applicable at the time of installation, and
 - (iii) the local health officer determines that existing facilities are adequate for the existing use; AND

RIGHT-OF-WAY DEDICATIONS:

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, (HEREINAFTER REFERRED TO AS "CITY"), THE OWNER OF THE SUBJECT PROPERTIES, DO HEREBY DEDICATE, BARGAIN, SELL, CONVEY AND TRANSFER THE FOLLOWING DESCRIBED PROPERTY TO THE PUBLIC FOR THE PURPOSE OF A PERPETUAL RIGHT-OF-WAY FOR THE CONSTRUCTION, LOCATION, OPERATION, MAINTENANCE AND REPLACEMENT OF PUBLIC ROADWAY(S) AND UTILITIES, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, IN, UNDER, OVER, THROUGH AND ACROSS THE SAID PROPERTY HERINAFTER DESCRIBED, TOGETHER WITH THE RIGHT TO EXCAVATE AND REFILL DITCHES AND/OR TRENCHES FOR THE CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF SUCH ROADWAY(S) AND UTILITIES; AND THE CITY DOES BY THESE PRESENTS RESERVE ALL RIGHTS FOR THE CONSTRUCTION, LOCATION, OPERATION, MAINTENANCE AND REPLACEMENT OF CITY'S EXISTING UTILITIES, WALLS, SIGNS, AND BUILDINGS, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, IN, UNDER, OVER, THROUGH AND ACROSS OVER THE CITY'S REAL PROPERTY HERINAFTER DESCRIBED, TO WIT:

A RIGHT-OF-WAY DEDICATION BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN BOOK 61, PAGES 189, 190 AND 191 AND BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN BOOK 168, PAGE 185, CASCADE COUNTY RECORDS, AND SITUATED IN GOVERNMENT LOT 5 AND GOVERNMENT LOT 6 OF SECTION 5, AND IN GOVERNMENT LOT 8, SECTION 6, ALL IN TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN, CASCADE COUNTY, MONTANA, DESCRIBED BELOW:

Commencing at a 1" diameter iron pipe which occupies the position of the southwest corner of said parcel described in Book 168, Page 185, and which lies on the northerly line of the Burlington Northern Railroad right-of-way; Thence along the westerly line of said parcel N00°17'00"E a distance of 202.54 feet to Point of Curvature station 2+54.6 as described in Book 143 of Deeds, Pages 152 and 153, and the POINT OF BEGINNING of the right-of-way dedication herein described; Thence continuing along last said line, N00°17'00"E a distance of 340.19 feet to a 5/8" diameter rebar, 24" long, (CONTINUED AT THE TOP OF THE NEXT COLUMN)

CERTIFICATE OF OWNER (continued...)

RIGHT-OF-WAY DEDICATIONS (continued...):

with a 2-1/2" diameter aluminum cap stamped "STEPHEN D. BABB, MT. 11699 LS", hereinafter referred to as a "Babb monument"; Thence leaving last said line and along the northerly line of said parcel described in Book 168, Page 185, N63°38'00"E a distance of 357.98 feet (357.02 feet recorded) to the northwest corner of said parcel described in Book 61, Pages 189, 190 and 191;

Thence along said northerly line N63°49'12"E a distance of 1643.08 feet (1642 feet recorded) to a 5/8" diameter rebar with a yellow plastic cap stamped "STANGLER 9094 LS", hereinafter referred to as a "Stangler monument", which occupies the position of an angle point in the northerly boundary of said parcel; Thence along a second northerly line of last said parcel N88°49'28"E a distance of 62.93 feet (62.84 feet recorded) to a Stangler monument which occupies the position of an angle point in the parcel shown and described on Certificate of Survey #2999 in the records of Cascade County;

Thence continuing along said second northerly line, N88°49'28"E a distance of 248.67 feet to a Babb monument which occupies the position of the intersection of said northerly line with the southeasterly right-of-way of the roadway shown on an unrecorded railroad right-of-way map titled "G.N. RY., BUTTE DIVISION, PACIFIC JCT. - GREAT FALLS SECTION, GREAT FALLS NO. 9...". at a Point on Curve of a circular curve to the left, with a radius which bears S26°06'35"E a distance of 666.20 feet;

Thence along said southeasterly right-of-way shown on said map on the following six courses: Thence along last said curve, through a central angle of 00°02'25" an arc distance of 0.47 feet to a Babb monument which occupies a Point of Tangency in said right-of-way; Thence S63°51'00"W a distance of 1023.17 feet to a Babb monument which occupies the position of the Point of Curvature of a circular curve to the right with a radius which bears N26°09'00"W a distance of 1004.93 feet; Thence along last said curve, through a central angle of 11°36'00" an arc distance of 203.46 feet to a Babb monument;

Thence S75°27'00"W a distance of 140.46 feet to a Babb monument which occupies the position of the Point of Curvature of a circular curve to the left, with a radius which bears S14°33'00"E a distance of 904.93 feet; Thence along last said curve, through a central angle of 16°46'00" an arc distance of 264.81 feet to the southeasterly corner of a concrete memorial plaque; Thence S58°41'00"W a distance of 478.63 feet to a Babb monument at said map station 6+70.6 and which occupies the Point of Curvature of a circular curve to the left with a radius which bears S31°19'00"E a distance of 291.56 feet;

Thence along last said curve through a central angle of 58°24'00" an arc distance of 256.41 feet to a Babb monument which occupies a Point of Tangency at station 3+83.2 per Book 141 of Deeds, Page 310, records of Cascade County and a point which lies 90.00 feet easterly from the westerly line of said parcel described in Book 168, Page 185;

Thence parallel with and 90.00 feet easterly from said westerly line, S00°17'00"W a distance of 87.28 feet to a Babb monument; Thence continuing S00°17'00"W a distance of 21.32 feet to station 2+54.6 per said Book 143 of Deeds, Pages 152 and 153;

Thence leaving last said line and along said station 2+54.6, N89°43'00"W a distance of 90.00 feet to the POINT OF BEGINNING of the right-of-way dedication, herein described;

CONTAINING IN ALL 262,838 square feet or 6.03 acres, more or less; AND

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, (HEREINAFTER REFERRED TO AS "CITY"), THE OWNER OF THE SUBJECT PROPERTIES, DO HEREBY DEDICATE, BARGAIN, SELL, CONVEY AND TRANSFER THE FOLLOWING DESCRIBED PROPERTY TO THE PUBLIC FOR THE PURPOSE OF A PERPETUAL RIGHT-OF-WAY FOR THE CONSTRUCTION, LOCATION, OPERATION, MAINTENANCE AND REPLACEMENT OF PUBLIC ROADWAY(S) AND UTILITIES, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, IN, UNDER, OVER, THROUGH AND ACROSS THE SAID PROPERTY HERINAFTER DESCRIBED, TO WIT:

A RIGHT-OF-WAY DEDICATION BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN BOOK 168, PAGE 185, CASCADE COUNTY RECORDS, AND SITUATED IN GOVERNMENT LOT 8 AND IN THE NE1/4 SE1/4 OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN, CASCADE COUNTY, MONTANA, DESCRIBED BELOW:

Commencing at a 1" diameter iron pipe which occupies the position of the southwest corner of said parcel described in Book 168, Page 185, and which lies on the northerly line of the Burlington Northern Railroad right-of-way said point being the POINT OF BEGINNING of the right-of-way dedication herein described; Thence along the westerly line of said parcel N00°17'00"E a distance of 202.54 feet to Point of Curvature station 2+54.6 as described in Book 143 of Deeds, Pages 152 and 153; Thence leaving last said line and along said station 2+54.6, N89°43'00"E a distance of 90.00 feet; Thence parallel with and 90.00 feet easterly from the westerly line of said parcel described in Book 168, Page 185, S00°17'00"W a distance of 206.66 feet to a 5/8" diameter rebar, with a 2-1/2" diameter aluminum cap stamped "STEPHEN D. BABB, MT. 11699 LS" which occupies a position on the southerly line of last said parcel and on the northerly right-of-way of said railroad, and being a Point on Curve of a circular curve to the left, with a radius which bears N02°26'41"E a distance of 5679.65 feet; Thence along last southerly line and northerly right-of-way, along last said curve through a central angle of 00°54'32" an arc distance of 90.10 feet; CONTAINING in all 18,425 square feet, more or less; AND

FOR: CITY OF GREAT FALLS, MONTANA

SO CERTIFIED, RESERVED, CREATED, DEDICATED, BARGAINED, SOLD, CONVEYED AND TRANSFERRED THIS _____ DAY OF _____, 2024.

FOR: GREGORY T. DOYON, CITY MANAGER

BY: _____
GREGORY T. DOYON, CITY MANAGER

ATTEST: _____ CITY SEAL

BY: _____
LISA KUNZ, CITY CLERK

CERTIFICATE OF COUNTY TREASURER

I, DIANE C. HEIKKILA, CASCADE COUNTY TREASURER, DO HEREBY CERTIFY PURSUANT TO SECTION 76-3-207(3) M.C.A., THAT ALL REAL PROPERTY TAXES ASSESSED AND LEVIED ON THE LAND DESCRIBED HEREON HAVE BEEN PAID.

DATED THIS _____ DAY OF _____, 202 _____.

DIANE C. HEIKKILA, CASCADE COUNTY TREASURER BY: _____ DEPUTY

CERTIFICATE OF SURVEYOR

I, STEPHEN D. BABB, PROFESSIONAL LAND SURVEYOR, MONTANA REGISTRATION NUMBER 11699, AND CERTIFIED FEDERAL SURVEYOR #1355, DO HEREBY CERTIFY THAT DURING THE MONTHS OF DECEMBER, 2021, AND JANUARY, FEBRUARY, MARCH AND APRIL, 2022, AND JANUARY 2024, THAT I PERFORMED THE SURVEY THAT THE ACCOMPANYING CERTIFICATE OF SURVEY REPRESENTS; AND THAT THE SURVEY IS IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN 76-3-402 AND 403, M.C.A.; AND THAT THE MONUMENTS DEPICTED HEREON ARE OF THE TYPE AND CHARACTER AND OCCUPY THE POSITIONS SHOWN.

DATED THIS _____ DAY OF _____, 2024.



STEPHEN D. BABB, PROFESSIONAL LAND SURVEYOR, MT. REG. #11699LS, CERTIFIED FEDERAL SURVEYOR #1355

LEGEND & RECORD DATA SOURCES

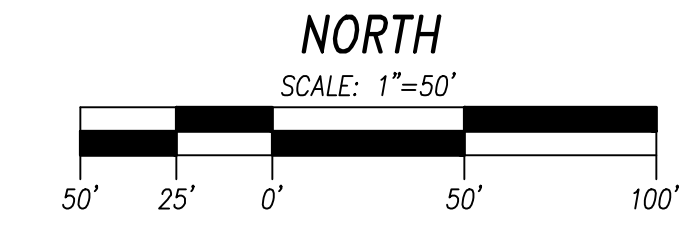
- SET 5/8" DIA. REBAR, 24" LONG, WITH 2-1/2" DIA. ALUMINUM CAP WITH A PUNCH MARK AND STAMPED "STEPHEN D. BABB, CFEDS #1355, MT. 11699 LS"
- FOUND 5/8" DIA. REBAR, WITH YELLOW PLASTIC CAP STAMPED "STANGLER 9094 LS" (C/S #2999)
- FOUND 1/2" DIA. REBAR, WITH PLASTIC CAP STAMPED "S283S" (C/S #1799); FOUND IN 1996 & 2022 (NO CAPS)
- FOUND 1" OUTSIDE DIA. IRON PIPE (SET BABB MONUMENT INSIDE THE PIPE)
- FOUND 5/8" REBAR - NO CAP
- MT. DEPT. OF TRANSPORTATION RIGHT-OF-WAY CORNER AS DETERMINED BY A 3/4" DIA. SMOOTH IRON BAR REFERENCE MONUMENT SET BY M.D.T. SURVEYORS; 3.0 FEET INSIDE THE RIGHT-OF-WAY, AND ON STATION; THERE MAY OR MAY NOT BE A 4' X 4" SQUARE CONCRETE RIGHT-OF-WAY MONUMENT AT THESE LOCATIONS, BUT IF FOUND, THE CONTRACTOR SET CONCRETE MONUMENT WAS NOT USED TO DETERMINE RIGHT-OF-WAY CORNER POSITION
- MT. DEPT. OF TRANSPORTATION RIGHT-OF-WAY MONUMENT, A 4' X 4" CONCRETE POST, SET BY CONTRACTORS, NO REFERENCE MONUMENT FOUND AT THESE LOCATIONS
- (M) MEASURED OR CALCULATED DATA PER THIS SURVEY, TO FINAL CORNER POSITIONS DETERMINED THIS SURVEY
- (R1) GENERAL LAND OFFICE FIELD NOTES & PLAT FOR TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M. (APPROVED BY THE SURVEYOR GENERAL NOVEMBER 28, 1882)
- (R2) BOOK 61 OF DEEDS, PAGES 189, 190 & 191, "FIRST DESCRIPTION: Black Eagle Park" FROM THE GREAT FALLS TOWNSITE COMPANY TO THE CITY OF GREAT FALLS (RECORDED NOVEMBER 26, 1910)
- (R3) APPARENTLY UNRECORDED CONDITIONAL CONVEYANCE FOUND IN THE CITY CLERK'S OFFICE IN FILE #60, FROM THE GREAT FALLS TOWNSITE COMPANY TO THE CITY OF GREAT FALLS FOR A "WAY OR DRIVE BY WHICH TO APPROACH THE BLACK EAGLE PARK" AND CONTAINS THE LANGUAGE "GRANT IS UPON EXPRESS CONDITION THAT SO LONG AS GRANTEE SHALL USE AND IMPROVE SAID PARCEL OF LAND FOR THE PURPOSE FOR WHICH THE SAME IS GRANTED.", AND CONTAINS A REVERSIONARY CLAUSE IF SUCH USE IS CEASED. (SIGNED & NOTARIZED NOVEMBER 7, 1913)
- (R4) RAILROAD RIGHT-OF-WAY MAP TITLED "G. N. RY., BUTTE DIVISION, PACIFIC JCT. - GREAT FALLS SECTION, GREAT FALLS NO. 9, CASCADE CO., MONT., SECS. 5 & 6, T.20N., R.4E." "SURVEY AUGUST 1914, MAP NOV. 1914" (REVISION DATES: NOV. 1945, DEC. 1957)
- (R5) BK. 141 OF DEEDS, PAGE 310, RIGHT-OF-WAY FOR HIGHWAY FROM THE GREAT FALLS TOWNSITE COMPANY TO THE CITY OF GREAT FALLS FOR AN 80.00' WIDE RIGHT-OF-WAY FOR THE PROPOSED GRANT SPRINGS ROAD FROM THE NORTHERLY RAILROAD RIGHT-OF-WAY TO THE BOUNDARY OF BLACK EAGLE PARK" (RECORDED SEPTEMBER 28, 1931)
- (R6) BOOK 143

CERTIFICATE OF SURVEY

RELOCATION OF COMMON BOUNDARY LINES, RETRACEMENT & AGGREGATION

SITUATED IN SECTIONS 5 & 6, T. 20 N., R. 4 E., P. M., CASCADE COUNTY, MONTANA

SHEET 3 OF 5



BASIS OF BEARINGS

*GEODETIC (ASTRONOMIC) NORTH BASED ON 22,532 GPS OBSERVATIONS AT CONTROL POINT #1000, A P.K. NAIL DRILLED & EPOXIED INTO THE TOP OF THE BACK OF A CURB IN LOCATION SHOWN; @ LATITUDE N47°31'01.97769", LONGITUDE W111°15'43.05636" (NAD83, (2011)) (EPOCH: 2010.0000) OVERALL RMS: 0.012 m., RAPID EPHEMERIS.
*NOTE: BEARINGS SHOWN ON THIS DRAWING ARE GRID BEARINGS BASED ON A LAMBERT CONFORMAL PROJECTION AT CONTROL POINT #1000 TO GROUND @ SITE ELEVATION (ORTHO HT.=3432, ELLIPSOID HT.=3386.3). CONVERGENCE OF MERIDIANS AT LATITUDE N47°31'02"= 0°05'40"/31,680= 0°00'00.0107"/FOOT OR 0°00'56.6"/MILE. SEE TABLE, SHEET 2 OF 5 FOR TRUE MEAN BEARINGS.

GOV'T LOT 5

TRACT 9

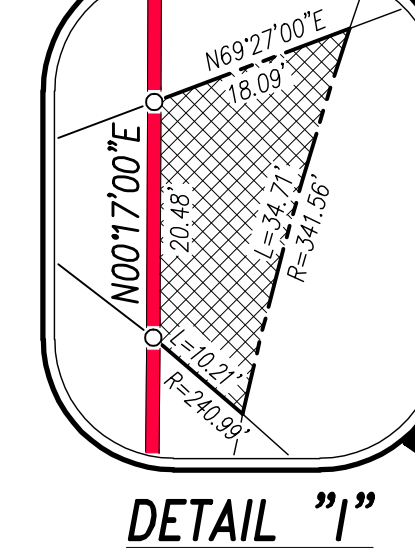
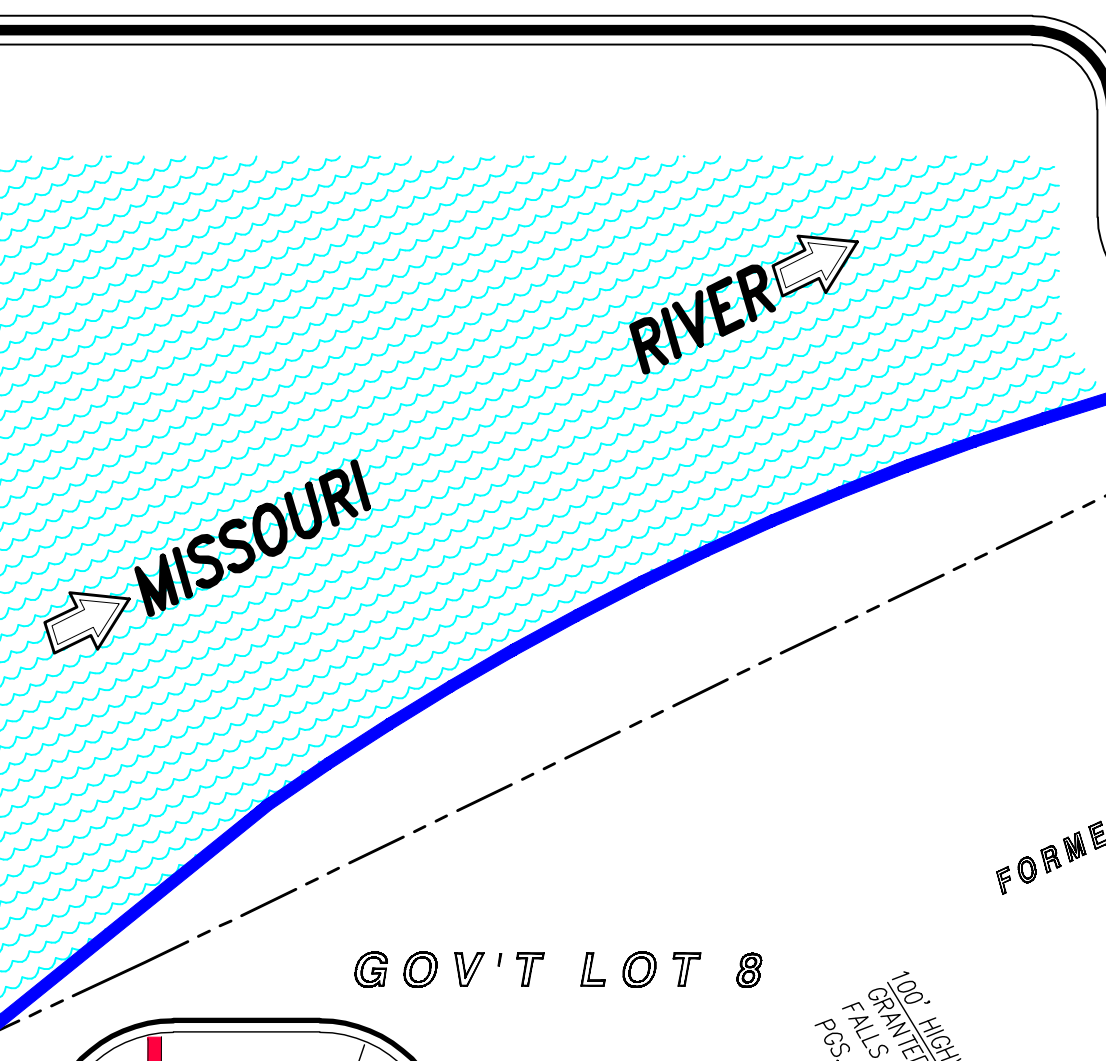
AREA: 3,472,289 S.F. OR 79.713 AC. (GROSS)
3,190,376 S.F. OR 73.241 AC. (NET*)
*NET=GROSS AREA LESS RIGHT-OF-WAY DEDICATIONS

(FORMER BLACK EAGLE PARK)
BK. 61, PGS. 189-191 (R2)
R0450931 OD (R16)

TRACT 10

233,916 S.F. OR 5.370 AC.
ADDRESS: 1 PASTA PLACE
GREAT FALLS, MT 59401

LAT: N 47°30'57.72414" LONG: W 111°15'46.21499"
RECORD POSITION OF THE QUARTER SECTION CORNER COMMON TO SECS. 5 & 6, T.20N., R.4E. PER (R7).
LOCATION FALLS INSIDE MONTANA PASTA BUILDING



- ### LEGEND
- SET 5/8" DIA. REBAR, 24" LONG, WITH 2-1/2" DIA. ALUMINUM CAP WITH A PUNCH MARK AND STAMPED "STEPHEN D. BABB, CFEDS #1355, MT. 11699 LS"
 - FOUND 5/8" DIA. REBAR, WITH YELLOW PLASTIC CAP STAMPED "STANGLER 9094 LS" (C/S #2999).
 - FOUND 1/2" DIA. REBAR, WITH PLASTIC CAP STAMPED "5283S" (C/S #1799); FOUND IN 1996 & 2022 (NO CAPS)
 - FOUND 1" OUTSIDE DIA. IRON PIPE (SET BABB MONUMENT INSIDE THE PIPE)
 - FOUND 5/8" REBAR - NO CAP
 - (R#) SEE SHEET 1 OF 5 FOR RECORD DATA SOURCES

REEL 147, DOC. 1311
SLETTEN CONSTRUCTION CO.

POINT OF BEGINNING TRACT 9
FOUND 1" O.D. IRON PIPE, 8" ABOVE THE SURFACE OF R.R. CUT SLOPE; PLACED A 5/8" DIA. REBAR, 24" LONG WITH A 2-1/2" DIA. ALUM. CAP INSIDE PIPE

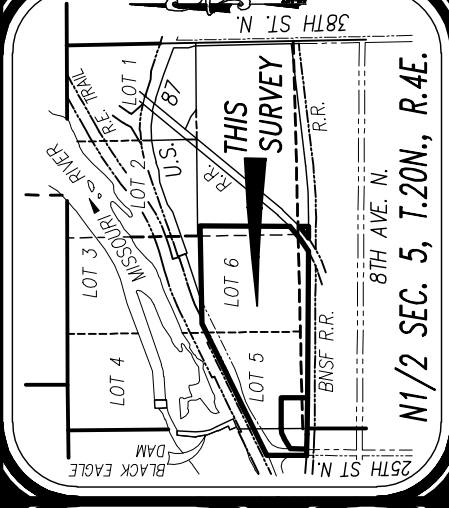
PER (R4):
DEG./CURVE=1"
(CHORD DEFINITION)
Δ=7'35"

FOUND 2" DIA. BRASS CAP WITH PUNCH IN MONUMENT BOX

B A B B
LAND SURVEYING, INC.
622 ALICE DRIVE GREAT FALLS, MONTANA 59405
(406) 268-1188 (406) 268-0896 CELL • EMAIL: BABBSURVEY@BRESNAN.NET

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

PROPERTY ADDRESSES:
PASTA MONTANA: 1 PASTA PLACE, GREAT FALLS, MT 59401
EAGLE FALLS GOLF COURSE & VETERANS MEMORIAL PARK: 1025 25TH ST. N., GREAT FALLS, MT 59401
CENTENE STADIUM: 1015 25TH ST. N., GREAT FALLS, MT 59401



CERTIFICATE OF SURVEY
RELOCATION OF BOUNDARY LINES, RETRACEMENT & AGGREGATION
SITUATED IN PORTIONS OF SECTIONS 5 & 6, T. 20 N., R. 4 E., P. M. CASCADE COUNTY, MONTANA

DATE: FEB. 24, 2024
JOB NO. 2128

SCALE: 1" = 50'
DRAWN BY: S. BABB

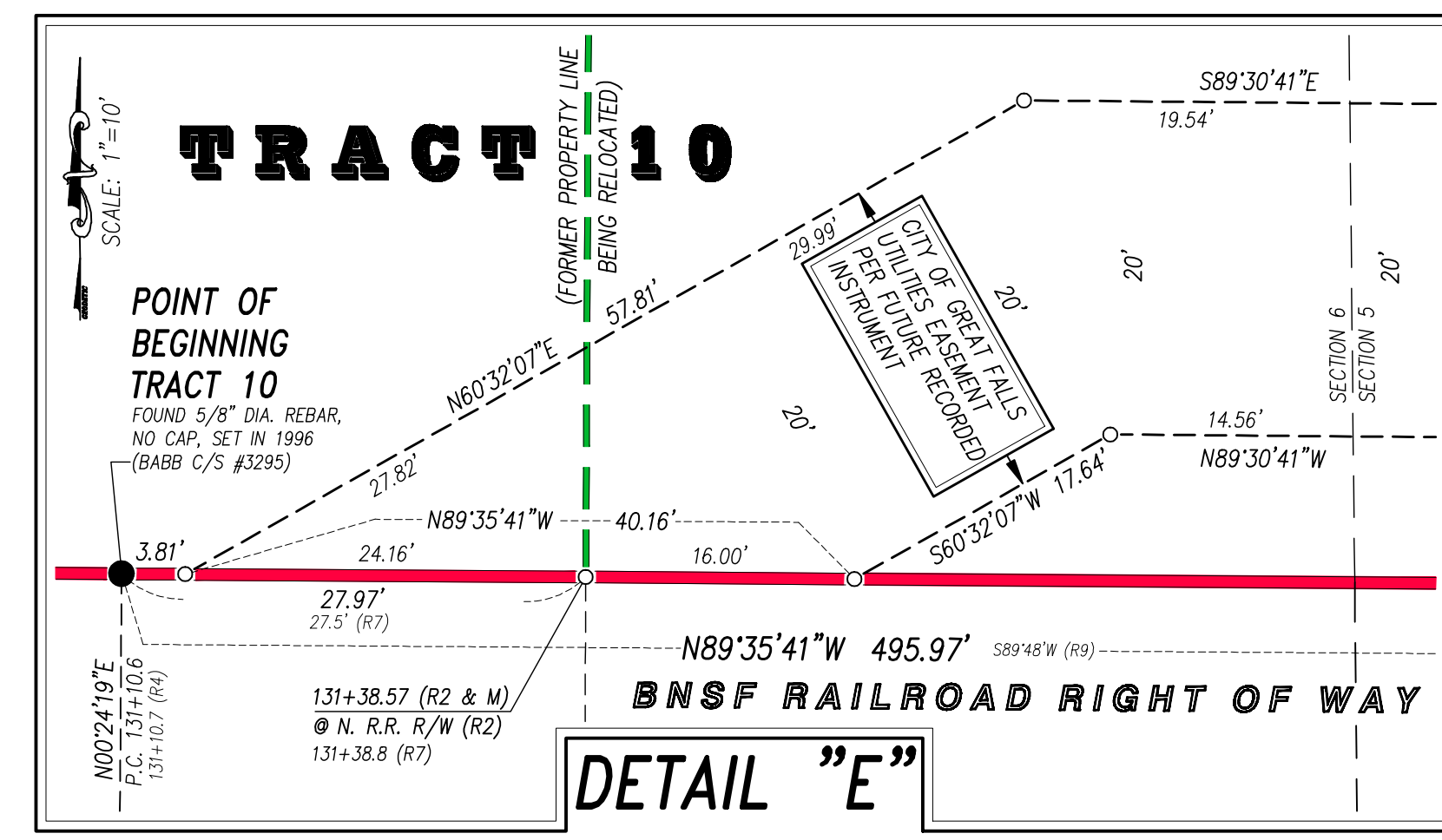
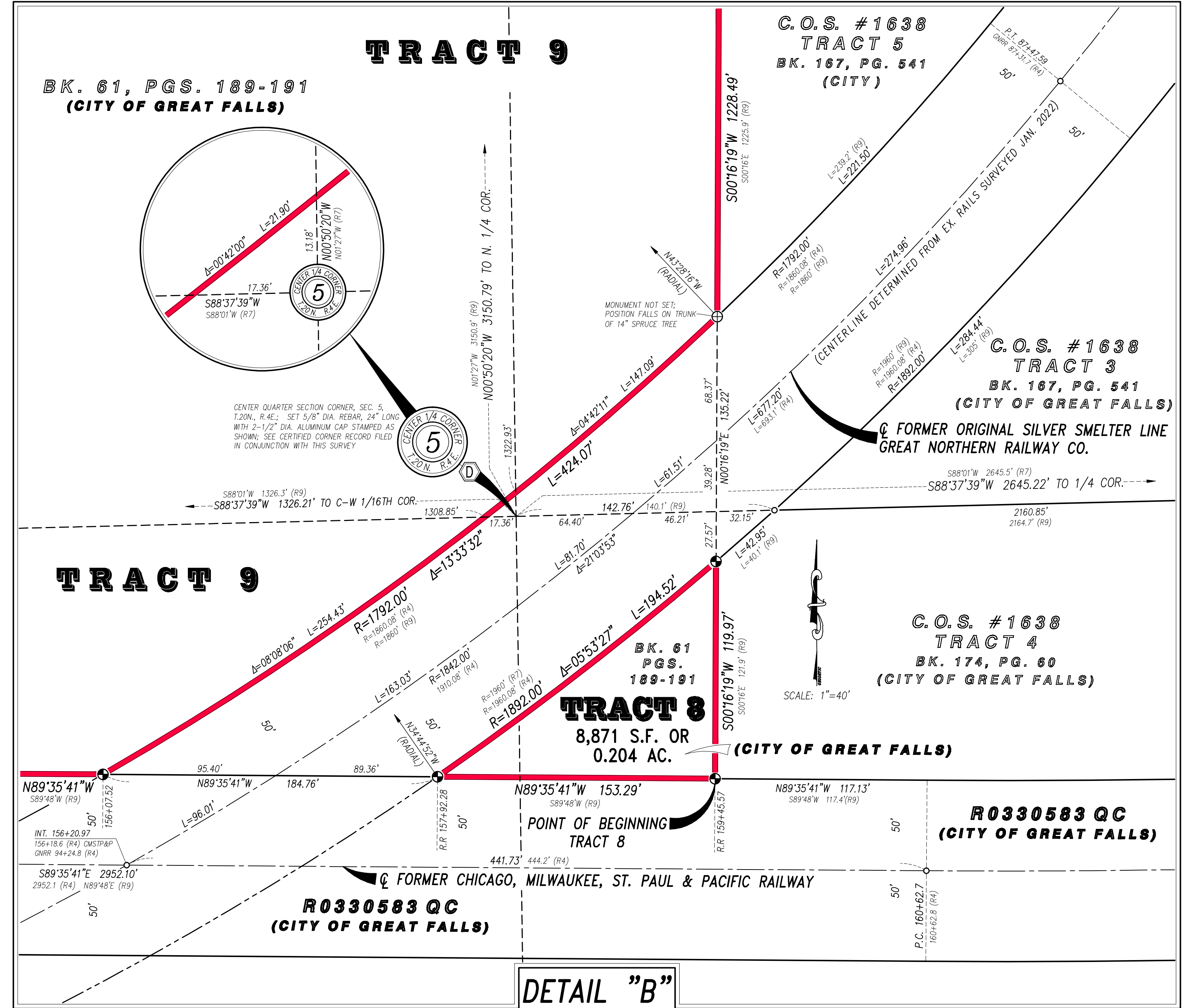
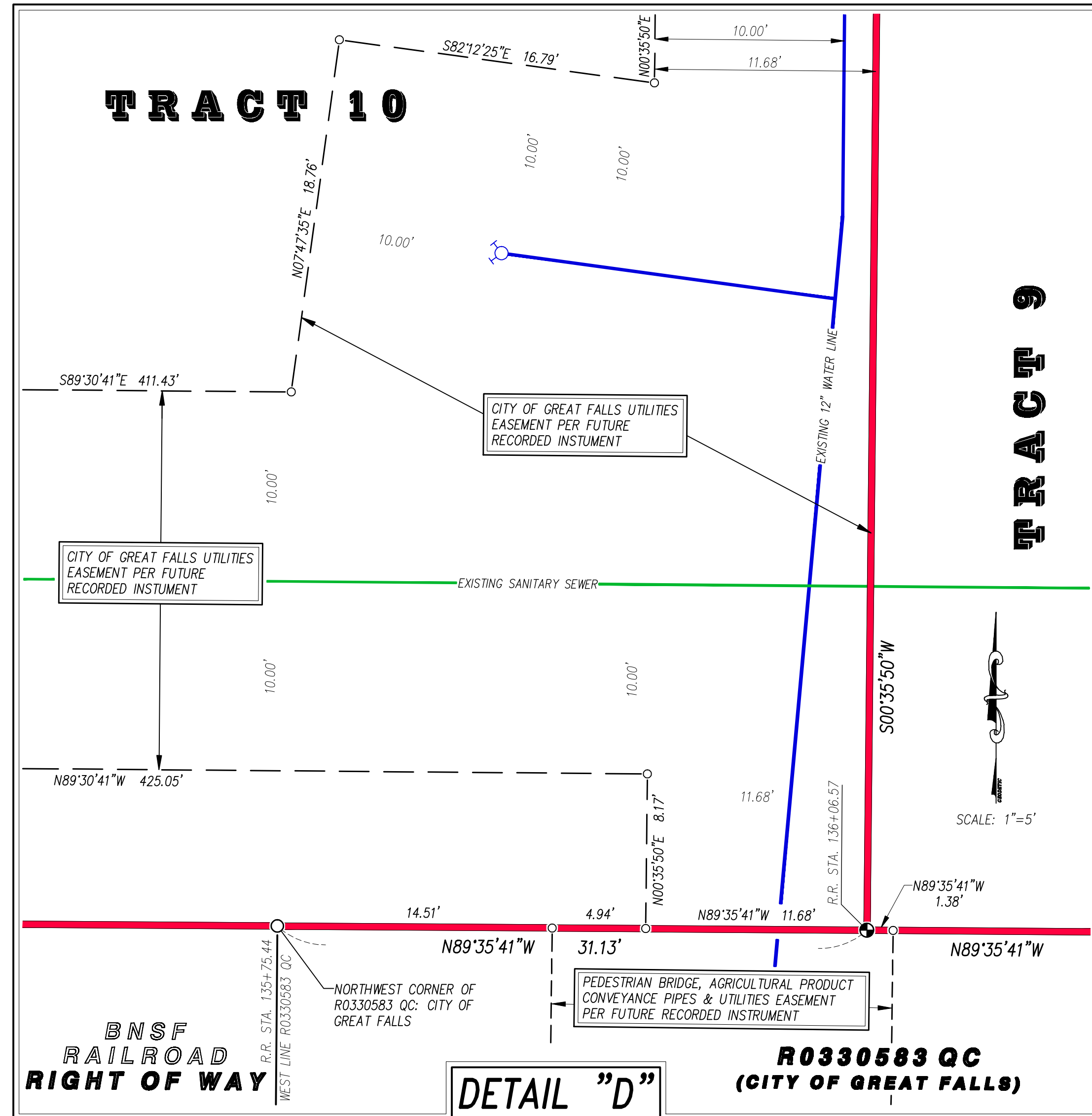
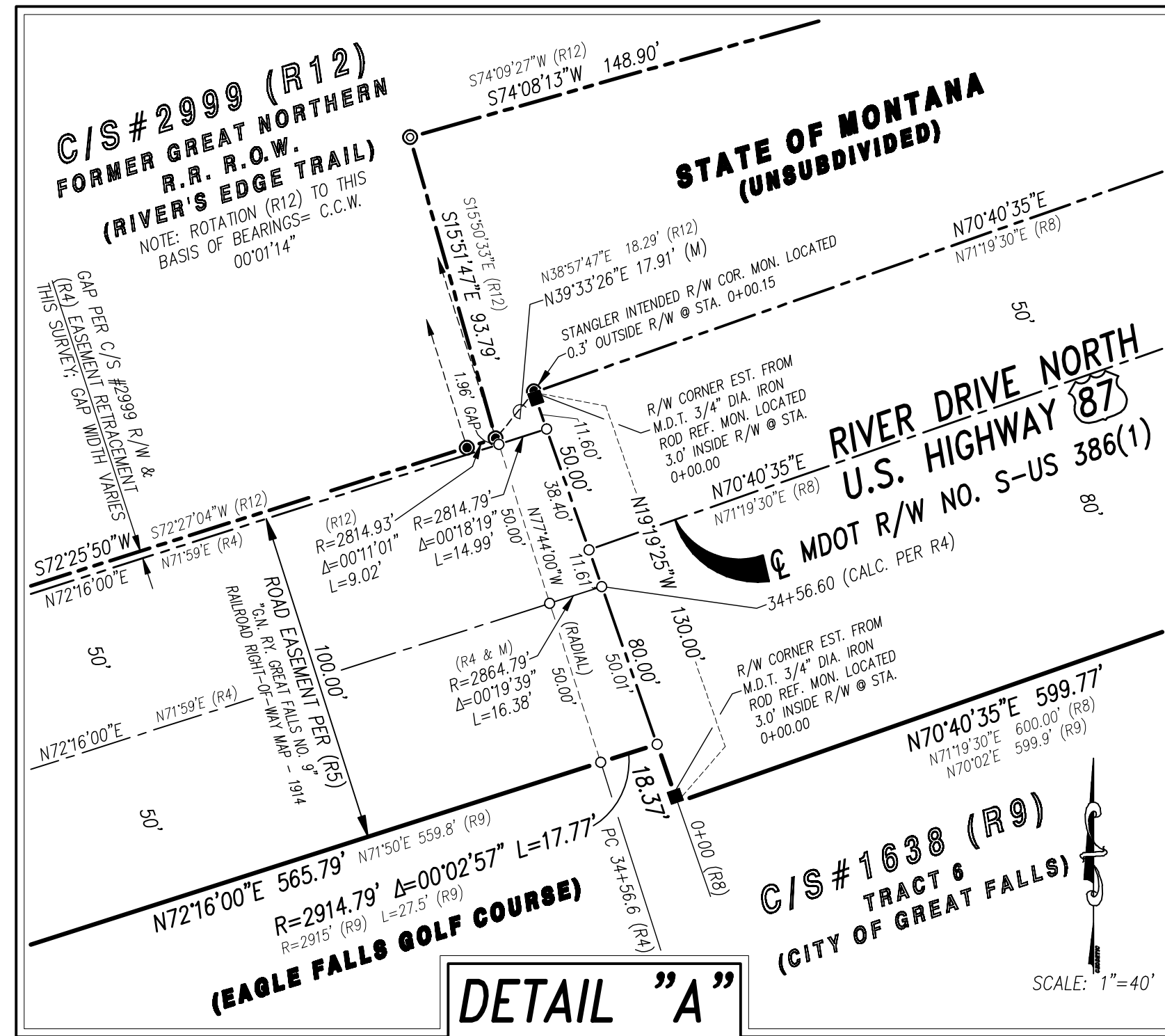
3 5

CERTIFICATE OF SURVEY

RELOCATION OF COMMON BOUNDARY LINES, RETRACEMENT & AGGREGATION

SITUATED IN SECTIONS 5 & 6, T. 20 N., R. 4 E., P. M., CASCADE COUNTY, MONTANA

SHEET 4 OF 5



PRELIMINARY

THIS SURVEY AND PLAT ARE VALID ONLY IF THE PRINT HAS THE ORIGINAL SEAL AND SIGNATURE OF THE LAND SURVEYOR.

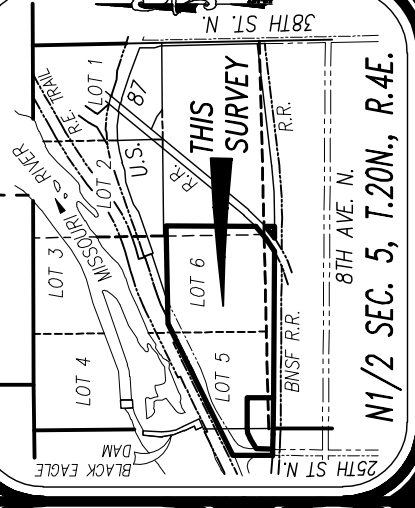
B A B B

LAND SURVEYING, INC.

622 ALICE DRIVE GREAT FALLS MONTANA 59405
(406) 268-1188 (406) 588-1188 FAX • (406) 788-0896 CELL • EMAIL: BABB@BABB.SURVEYING.MT

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

PROPERTY ADDRESSES:
PASTA MONTANA: 1 PASTA PLACE, GREAT FALLS, MT 59401
EAGLE FALLS GOLF COURSE & VETERAN'S MEMORIAL PARK: 1025 25TH ST. N., GREAT FALLS, MT 59401
CENTENE STADIUM: 1015 25TH ST. N., GREAT FALLS, MT 59401



CERTIFICATE OF SURVEY
RELOCATION OF BOUNDARY LINES, RETRACEMENT & AGGREGATION
SITUATED IN PORTIONS OF SECTIONS 5 & 6, T. 20 N., R. 4 E., P. M., CASCADE COUNTY, MONTANA

DATE: FEB. 24, 2024
SCALE: 1"= 200'
DRAWN: S. BABB
JOB NO.: 2128

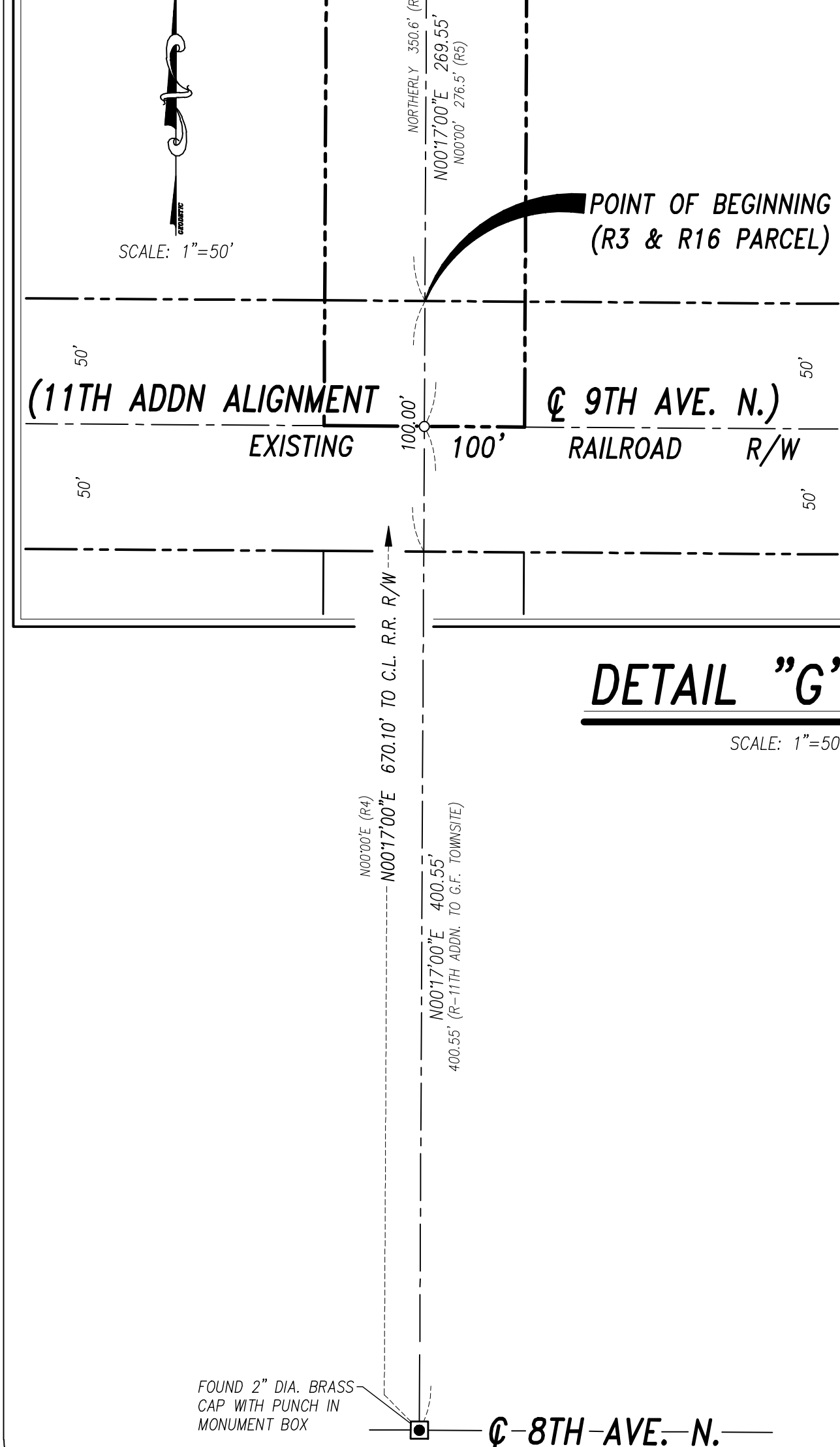
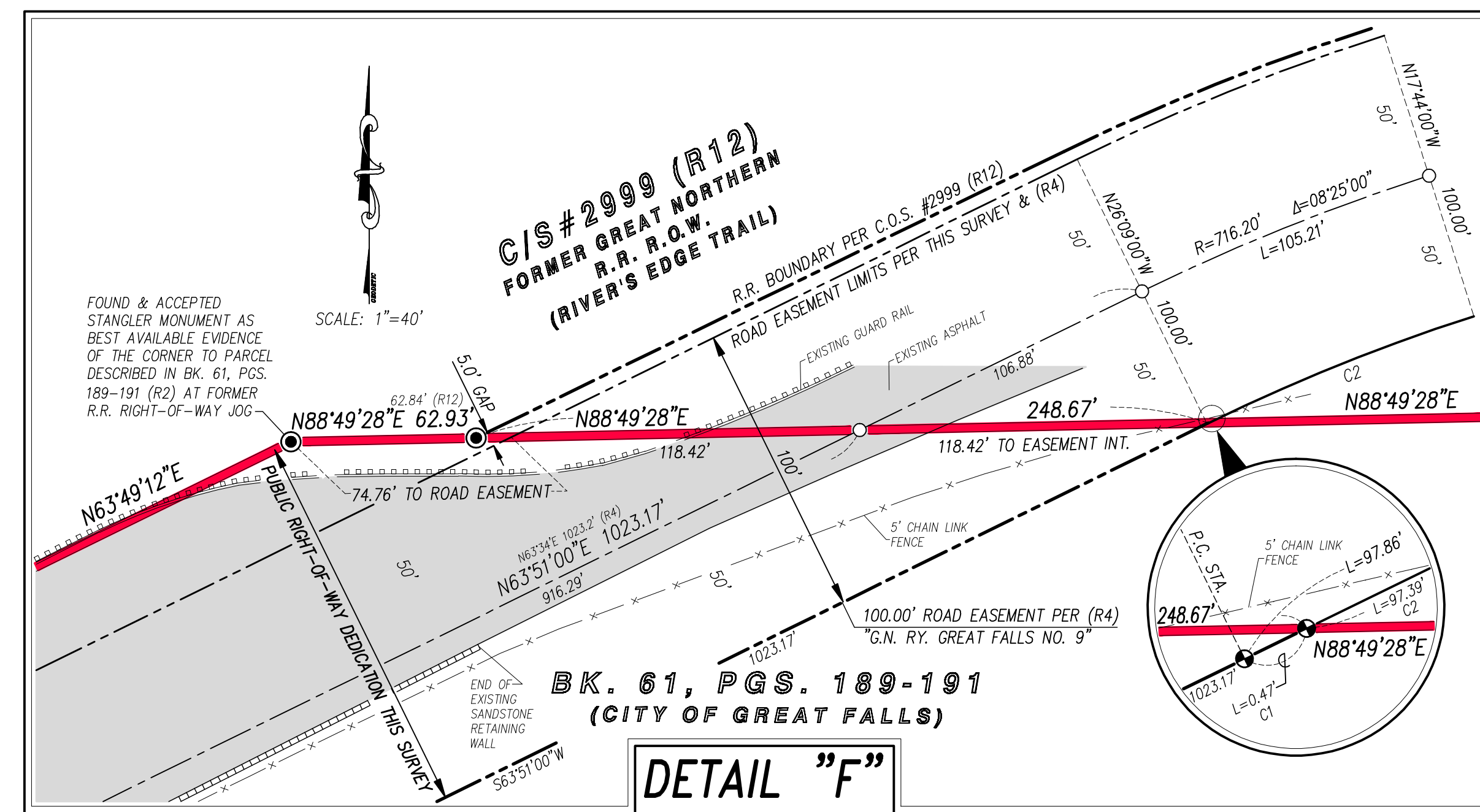
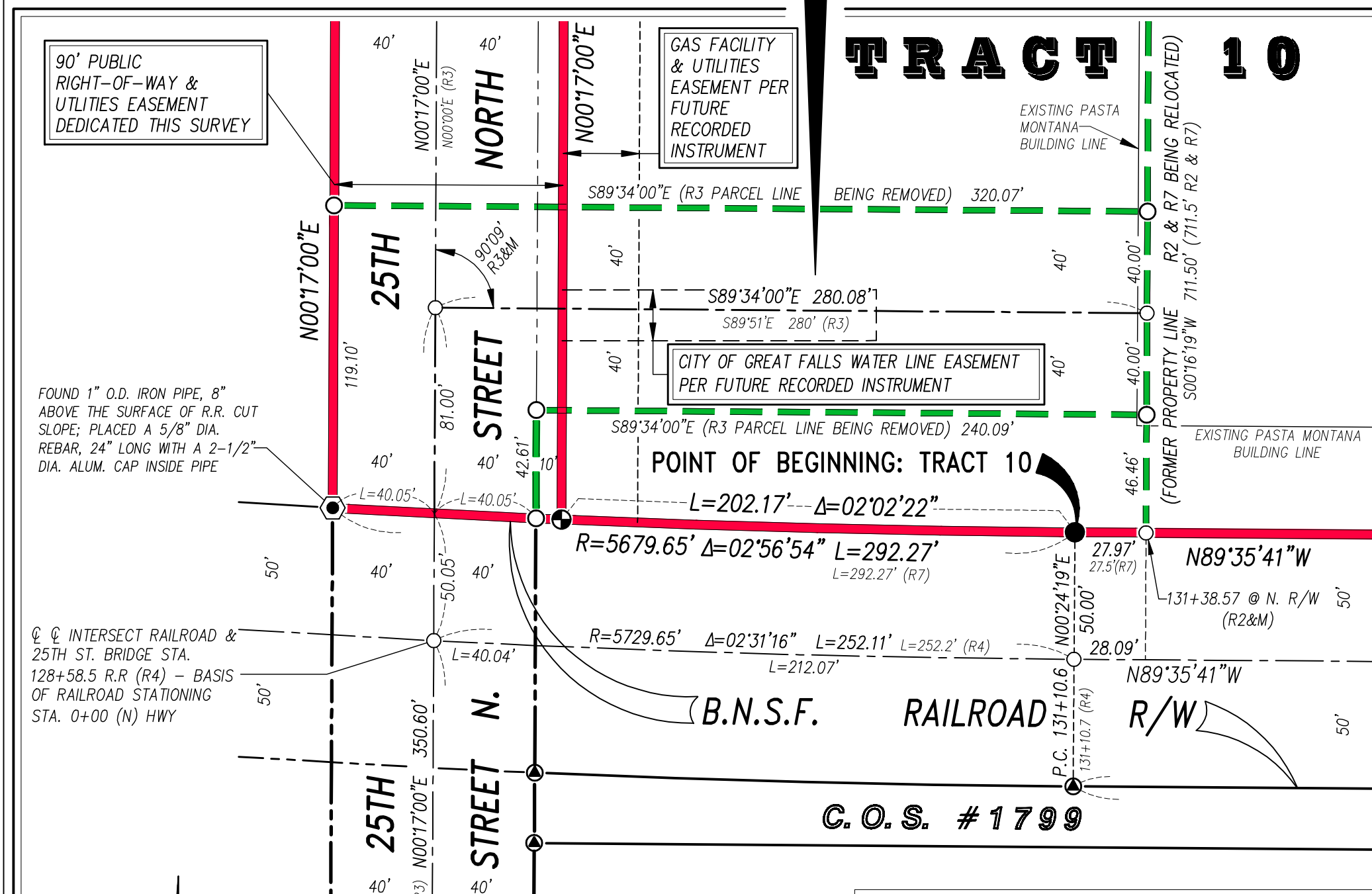
4 5

CERTIFICATE OF SURVEY

RELOCATION OF COMMON BOUNDARY LINES, RETRACEMENT & AGGREGATION

SITUATED IN SECTIONS 5 & 6, T. 20 N., R. 4 E., P. M., CASCADE COUNTY, MONTANA
SHEET 5 OF 5

R0450931 OD (R16) QUIET TITLE ACTION
(FORMER "APPROACH TO BLACK EAGLE PARK")
1913 UNRECORDED CONVEYANCE (R3)
THE PORTION LYING WITHIN TRACTS 9 & 10
BEING AGGREGATED THIS SURVEY



CURVE TABLE

CURVE NO.	RADIUS	DELTA	LENGTH	RADIAL BEARING
C1	666.20'	0°02'25"	0.47'	S26°06'35"E
C2	666.20'	08°22'35"	97.39'	N17°44'00"W (E. END)
C3	2914.79'	00°02'57"	17.77'	N17°44'00"W (W. END)
C4	1342.50'	02°51'57"	67.15'	S15°26'38"W
C5	1892.00'	08°36'50"	284.44'	N50°33'11"W (N. END)
C6	1792.00'	07°04'55"	221.50'	N50°33'11"W (N. END)
C7	190.99'	110°50'00"	369.44'	N89°43'00"W
C8	1718.87'	10°46'00"	323.00'	N20°33'00"W
C9	301.56'	58°24'00"	307.37'	S89°43'00"E
C10	954.93'	16°46'00"	279.45'	S31°19'00"E
C11	954.93'	11°36'00"	193.33'	N14°33'00"W
C12	716.20'	08°25'00"	105.21'	N26°09'00"W
C13	5729.65'	02°31'16"	252.11'	N00°24'19"E (P.C.)
C14	1842.00'	21°03'53"	677.21'	N50°33'11"W (P.T.)
C15	276.00'	30°55'16"	148.95'	S00°20'44"W (E. END)
C16	5679.65'	00°54'32"	90.10'	N02°26'41"E
C17	5679.65'	02°02'22"	202.17'	N00°24'19"E
C18	5779.65'	02°06'05"	211.97'	N02°06'08"E (R11)
C19	1792.00'	13°33'32"	424.07'	N43°28'16"W
C20	904.93'	16°46'00"	264.81'	S14°33'00"E
C21	1004.93'	11°36'00"	203.46'	N26°09'00"W

LINE TABLE

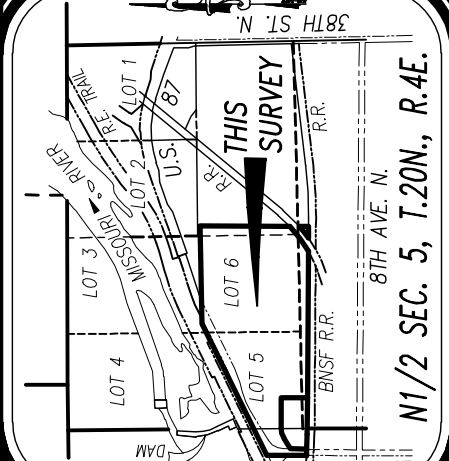
LINE NO.	BEARING	DISTANCE
L1	S19°19'25"E	18.37'
L2	N7°04'35"E	108.70'
L3	S69°27'00"W	45.70'
L4	N69°27'00"E	160.23'
L5	S59°25'27"W	68.79'
L6	S00°17'00"W	227.98'
L7	N89°35'41"W	27.97'
L8	N76°00'50"W	45.00'
L9	S13°59'10"W	44.32'
L10	S59°25'27"W	31.82'

B A B B
LAND SURVEYING, INC.

622 ALICE DRIVE GREAT FALLS MONTANA 59405
(406) 268-1188 FAX: (406) 788-6886 CELL: EMAIL: BABBSURVEY@BRESNAN.NET

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

PROPERTY ADDRESSES:
PASTA MONTANA: 1 PASTA PLACE, GREAT FALLS, MT 59401
EAGLE FALLS GOLF COURSE & VETERANS MEMORIAL PARK:
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CASCADE COUNTY, MONTANA

DATE: FEB. 24, 2024
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PRELIMINARY

THIS SURVEY AND PLAT ARE VALID ONLY IF THE PRINT HAS THE ORIGINAL SEAL AND SIGNATURE OF THE LAND SURVEYOR

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