



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
June 02, 2020
7:00 PM**

UPDATES CONCERNING PROCESS OF MEETINGS

Due to the COVID-19 health concerns, the format of the City Commission meeting may be modified to accommodate Commission member attendance in person, via a remote location/virtual meeting method, or to appear telephonically. In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), modifications have also been made for public participation. Public participation is welcome in the following ways:

- Attend in person. Refrain from attending in person if you are not feeling well. The City will require social distancing at the meeting, and may limit the number of persons in the Commission Chambers according to applicable health guidelines.
- Provide public comments via email. Comments may be sent via email before 5:00 PM on Tuesday, June 2, 2020, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name and address of the commenter. 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.
- Call-in. The public may call in during specific public comment periods at [406-761-4786](tel:406-761-4786). All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. We ask for your patience in the event there are technical difficulties.
- 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 comment will be taken during the meeting as indicated on the agenda with an asterisk.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/BOARDS AND COMMISSIONS

(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 address for the record.)

1. Miscellaneous reports and announcements.

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. The Mayor will announce Agenda Item 1. At that time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to three minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

2. Appointment/Reappointment to the Business Improvement District Board of Trustees.

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. The Mayor will announce Agenda Item 2. At that time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to five minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

CITY MANAGER

3. 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.

- 4. Minutes, May 19, 2020, City Commission Meeting.
- 5. Total Expenditures of \$1,962,799 for the period of May 2, 2020 through May 20, 2020, to include claims over \$5000, in the amount of \$1,740,418.
- 6. Contracts List.
- 7. Grants List.
- 8. Set a public hearing on Resolution 10347, Fixing the Ambulance Services Rates pursuant to Title 8, Chapter 5, Section 250, of the Official Code of the City of Great Falls for June 16, 2020.
- 9. Set a public hearing on Tourism Business Improvement District (TBID) 2019/2020 Budget Amendment in the amount of \$52,100 for June 16, 2020.
- 10. Approve the final payment for the 43rd Street North/8th Avenue North Street Reconstruction in the amount of \$5,511.60 to Geranios Enterprises, Inc., and \$55.67 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents and to make the payments.
- 11. Award a contract in the amount of \$294,600 to Sletten Construction for the River's Edge Trail Slide Repair project, and authorize the City Manager to execute the agreements.
- 12. Approve the purchase of two leaf collection machines, one leaf box, one hooklift, one chassis and one chip box from Normont of Great Falls through H-GAC purchasing program; and

Montana Peterbilt of Missoula through Sourcewell purchasing program, formerly known as NJPA, for a total of \$345,259.99.

13. Accept the low bid from Thatcher Company of Montana, Inc and authorize staff to purchase liquid aluminum sulfate in the amount of \$433 per ton, up to the maximum amount of 800 dry tons for FY 2020/21.
14. Approve the purchase of one new Farber Super Duty model Bookmobile based on the Ford F550 4x4 Chassis from Farber Specialty Vehicles through OMNIA purchasing program, formerly known as U.S. Communities for \$191,470.

Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote by any Commission member.

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. After the motion is presented the Mayor will ask if there are any comments from the public pertaining to the consent agenda items 4-14. At this time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to five minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

15. Ordinance 3215, Repealing Title 17, Chapter 12, Article 3, and Ordinance 3216 Repealing Title 15, Chapter 1, Section 020 of the Official Code of the City of Great Falls (OCCGF), Pertaining to the Great Falls Design Review Board. *Action: Accept or not accept Ord. 3215 and 3216 on first reading and set second reading for June 16, 2020. (Presented by Sara Sexe)*

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. After the staff presentation and motion is presented the Mayor will ask if there are any comments from the public pertaining to the agenda item 15. At this time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to five minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

CITY COMMISSION

16. Miscellaneous reports and announcements from the City Commission.

ADJOURNMENT

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

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

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



Item: Appointment/Reappointment to the Business Improvement District Board of Trustees

From: City Manager’s Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member and reappoint a member to the Business Improvement District Board of Trustees to fill four-year terms through June 30, 2024.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission appoint _____ and reappoint _____ to the Business Improvement District Board of Trustees to four-year terms expiring June 30, 2024.”

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

Staff Recommendation: It is recommended that the City Commission appoint Trista Besich and reappoint Max Grebe to the Business Improvement District Board of Trustees to four-year terms beginning July 1, 2020 and expiring June 30, 2024. At their meeting on May 14, 2020, the BID Board recommended appointment of Trista Besich. If Commission agrees with the recommendation, two remaining positions will still need to be filled.

Summary: Travis Neil was appointed to the BID Board in 2012 and has served 2 full terms, thus not eligible for reappointment. Jason Madill’s term will expire in June and he is stepping down from the Board. Sheri Dolan recently accepted a job that is not located within the BID district so she is not eligible to remain on the Board. Max Grebe was appointed to the Board in August of 2016 and is interested and eligible for a second term.

Advertising for citizen interest began in April 2020 and was advertised on the City Website and with the local media through a press release. Ms. Besich asked that her application from last year be considered for one of the vacancies. Joan Redeen followed up with the other applicants that were not selected last year, they were not interested in serving on the Board at this time. No other applications have been received. Staff will continue to advertise until all vacancies are filled.

Background:

The Business Improvement District Board of Trustees consists of seven members appointed by the City Commission. Members must be owners of property within the boundaries of the Business Improvement District or their personal representative, agent, or guardian (MCA§7-12-1121). The B.I.D. oversees the functions, operations, management and administration as necessary to carry out the purposes and objectives of the Business Improvement District.

During past meetings the Board discussed the need for Board members with the following backgrounds:

- Developer/construction experience
- Finance experience
- Social media/marketing experience

Continuing members of this board are:

Alison Fried	2/7/2017 – 6/30/2021
Jason Kunz	7/1/2019 – 6/30/2023
Matthias Schalper	7/1/2019 – 6/30/2023

Members leaving the board:

Travis Neil	12/18/2012 – 6/30/2020
Jason Madill	1/20/2015 – 6/30/2020
Sheri Dolan	7/1/2019 – 6/30/2023

Member interested in another term:

Max Grebe	8/16/2016 – 6/30/2020
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Citizen interested in serving on the board:

Trista Besich

Alternatives: The City Commission could choose not to appoint/reappoint Ms. Besich and Mr. Grebe to the BID Board and request staff to continue advertising for all positions.

Attachments/Exhibits:

Application

Ms. Joan Redeen
Community Director
Great Falls Business Improvement District
318 Central Avenue
Great Falls, MT 59401

Dear Joan,

Attached please find an application to join the BID Board of Directors from Trista Besich, Alluvion Health's Chief Executive Officer. Alluvion Health recently acquired the Rocky Mountain Building at 601 Central Avenue and the building located at 601 1st Avenue North, that previously housed Family Practice, LLC.

Our Board of Directors is pleased to appoint Ms. Besich to serve on our behalf if selected to the Board.

We look forward to collaborating with your organization and others in downtown Great Falls as we seek to grow our organization and better serve our community.

Respectfully,




Deb Kottel
Board President
Alluvion Health



**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: BID Board of Directors		Date of Application: 3/14/19
Name: Trista Besich		
Home Address: Po Box 356 Vaughn, MT 59487		Email address: tbesich@alluvionhealth.org
Home Phone:	Work Phone:	Cell Phone: 406.750.4875
Occupation: Chief Executive Officer		Employer: Alluvion Health
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: Extensive Board experience, 3+ years as a County employee.		
Educational Background: Please see attached resume		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Toby's House Board of Directors		
Previous and current public experience (elective or appointive):		
Membership in other community organizations: Crisis Steering Committee MPCA member		

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, what board and when did you serve? MH Local Advisory Council - current	
Are you currently serving on a Board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, which board? Toby's House Board of Directors, Alluvion Health Board of Directors MPCT Board of Directors	
Please describe your interest in serving on this board/commission? Alluvion Health recently expanded operations in downtown Great Falls. Would better like to understand goals & objectives of downtown business development.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? Background in finance, accounting, & operations. Invested in community development. Addtl information available on resume.	
Additional comments:	
Signature 	Date: 3/14/19

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:

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

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net

Professional Experience

Alluvion Health (Community Health Care Center, Inc) – Great Falls, MT

Chief Executive Officer

January 2018 to Present

- Increased access to care by expanding organization from one clinical site to nine
- Expanded services to include school-based health centers, substance use counseling services and outcomes-based wellness programs to further enhance integrated patient centered model of care
- Developed strong community partnerships in support of expanded services and further collaborative healthcare models
- Grew organization from \$4M agency to a \$10M healthcare organization

Cascade County Community Health Care Center – Great Falls, MT

Chief Fiscal Officer

April 2015 to January 2018

- Partner with CEO to successfully apply for new and carryover grant funding, implement new programs and service lines, expand patient population and increase community collaboration through established and new partnerships.
- Business Management: Monthly Financial Reporting, quarterly and annual financial audits, Annual Cost Reporting, Sliding Fee Discount Analysis, Charge Fee Analysis and Implementation, Revenue Integrity, Cost/Expense Management.
- Review and address financial reporting issues; rebuilt 2 years of financial statements, resolved cash flow issues with the County, addressed concerns regarding the organization's financial viability.
- Provide routine and on demand analysis of revenues, payer mix, patient mix and financial projections and conduct trend analysis relative to business goals.
- Collaborate with CCHD Directors and staff to increase efficiency between organizations, streamline billing and revenue cycle processes and ensure efficient and timely collection of revenues.

Great Falls Clinic Medical Center – Great Falls, MT

Great Falls Clinic Surgery Center

Revenue Cycle Manager

February 2012 to February 2015

- Project Manager for systems integration at Hospital, Surgery Center, Independent Diagnostic Testing Facility, and seven additional outpatient service locations.
- Extensive experience overseeing multiple projects simultaneously with reporting to executive level suite (CEO, CFO, VP, AVP)
- Significant oversight of vendor management: Claims Processing Agencies, Collection Agencies, Outsourced Billing Departments.
- Contract Administration/Management: Translations, Statement of Work, ensure service level agreement (SLA) compliance, develop change control documents for new services or processes.
- Process and QA development and implementation.
- Provide routine and on demand analysis of revenues, payer mix, procedure mix, patient mix and financial projections.
- Policy and procedure development, standardization, interpretation, implementation and management
- Trend analysis of contract guidelines and state of the industry as it relates to business goals.
- Identify Revenue Cycle metric improvements that translate to more efficient process opportunities.
- Revenue Cycle Team Strategic Leadership: Pre-service, Financials Counseling, Medical Eligibility and counseling services for un-insured, Charity Care management, Patient Access, HIM, Coding, Business Office Denial Management, Bad Debt vendor management.
- Coordination of action oriented activities around best practice metrics and cash acceleration
- Development of staff to ensure high quality service and care for patients, physicians and internal clients.
- Influential oversight and motivational staff management for exceptional problem solving at all points in the process.
- Business Management: Monthly Financial Reporting, quarterly and annual financial audits, SOX and E&Y audits, Annual Cost Reporting, Charge Description Master Audits, Revenue Integrity, Coding Audits, POS improvements, Cost/Expense Management.

Great Falls Clinic Medical Center – Great Falls, MT

Great Falls Clinic Surgery Center

Accounting/Medical Records/Financial Counselor/Registration Supervisor

October 2009 – February 2012

- With CFO, rebuilt 12 month financial history of both organizations.

- Implemented organizational transition resulting from ownership changes in hospital and ambulatory surgery center facilities.
- Developed month and year end auditing and reporting processes for both facilities to meet compliance and GAAP principles.
- Managed multiple departments to meet federal regulations and performance objectives in Accounting, Revenue Cycle, ASC Medical Records, Hospital Medical Records, Registration and Reception, and Financial Counseling for facilities exceeding net revenues of \$22 M.
- Restructured Medical Records to meet CMS, AAAHC and JAHCO requirements, ensured processes meet compliance guidelines and all industry regulatory requirements.
- Increased communication standards with departments, physicians, and administration for effective feedback, individual motivation and revenue growth.
- Selected, coached and developed fully cross trained and efficient team, driven to exceed patient satisfaction standards, meet operational performance standards and exceed hospital objectives.

Waddell & Reed - Omaha, NE
Financial Advisor

April 2008 to Dec 2009

- Professional, skilled and energetic advisor with series 7 and 66 and securities licenses in seven states.
- Built and created extensive individual client and small business book of business with focus on comprehensive financial planning, investment advice, long-term goal funding and retirement preparation.
- Successfully launched and created individual business and marketing models designed to create personal, intimate working relationships with clients.

Adient Orthopedic Physical Therapy - Fairbanks, AK
Medical Reception and Billing

September 2006 to January 2008

- Managed heavy patient load for 4-6 physical therapists and athletic trainers, while exceeding internal and external customer service expectations.
- Managed training, inventory, billing and collection processes while ensuring accurate patient intake and preauthorization.

Old Navy - Fairbanks, AK
General Manager

September 2005 to September 2006

- Successfully launched a new store during fourth quarter, meeting shipment delivery goals, staffing standards, and exceeding sales goals monthly for a store with sales of \$8 M.
- Selected, coached, and developed a successful, motivated and driven leadership team, ensuring execution of company standards, above target customer experience, and on target sales and payroll.
- Effectively communicated with management team, seeking to integrate multiple perspectives to exceed performance expectations for leadership team and associates. Increased communication standards with individual associates to ensure feedback, individual motivation and positive growth opportunity at all levels.
- Monitored expenses and sales numbers to ensure accurate trending to meet business goals and execution of business plans while maintaining profitable sales growth.
- HR management – Peak 122 FTE's

Sears Roebuck and Co. - Fairbanks, AK
Assistant Store Manager - In-Store Marketing

September 2004 to September 2005

- Successfully researched and developed merchandising and marketing programs for incoming product and seasonal resets for a store with annual sales of \$29 M.
- Created and developed customer focused displays, designed to entice customers and drive revenue.
- Selected, coached and developed an effective and efficient team, driven to exceed customer satisfaction standards, meet operational performance standards and exceed company and store objectives.
- Researched, designed and reset sales floors to achieve maximum customer satisfaction, improve ease of shopping and drive profitable sales growth resulting in up to 14% sales growth by department.

Sears Roebuck and Co - Great Falls, MT
Assistant Store Manager - Operations

July 2003 to September 2004

- Managed six teams, exceeding 80 FTE's, to meet performance objectives in Operations, Human Resources, Receiving, Loss Prevention, Customer Service, and Maintenance while meeting sales objectives of more than \$8 MM.
- Developed and managed multiple teams focused on attaining excellent customer service, increasing communication with management and exceeding company standards.
- Monitored all expenses, developed performance standards to achieve miscellaneous incomes and conducted ongoing reviews to ensure financial resources were utilized appropriately and meeting profit standards.
- Conducted reviews of all operational systems and departments to identify existing or potential exposures.

Sears Roebuck and Co - Great Falls, MT
Loss Prevention Manager

April 2002 to July 2003

- Handled highly confidential investigations and projects, prepared reports and case files, coordinated audits and financial reviews and ensured security of company assets.
- Successfully conducted internal and external investigations involving misappropriation of company resources, credit card fraud, cash theft, merchandise theft, sexual harassment to ensure a positive, safe and ethical work environment.
- Decreased inventory losses from -2.9% to -.4% in two years through effective leadership and implementation of company standards; transforming store from a high-risk inventory designation to the top inventory in the district.

Education and Engagements

Master of Business Administration

University of Phoenix, June 2012

BS - Social Science

University of Great Falls, Great Falls, Montana, May 2002

BS - Criminal Justice

University of Great Falls, Great Falls, Montana, May 2002

NAPW – VIP Woman of the Year 2013 – 2014

Toby's House Board of Directors: 2016 – Present

MPCA Board of Directors: 2018 - Present

Cascade County Mental Health Local Advisory Council: 2019

JOURNAL OF COMMISSION PROCEEDINGS
May 19, 2020

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM

Gibson Room 212

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members participated electronically via Zoom: Bob Kelly, Tracy Houck, Mary Sheehy Moe, Owen Robinson and Rick Tryon. Present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson; City Clerk Lisa Kunz; Assistant Fire Chief Jeremy Jones; Public Works Environmental Manager Paul Skubinna; Park and Recreation Director Steve Herring; Planning and Community Development Director Craig Raymond; City Attorney Sara Sexe; and, Police Chief Dave Bowen. Participating electronically via Zoom: Housing Authority Executive Director Greg Sukut and City Engineers Jim Young and Jesse Patton.

Due to the COVID-19 health concerns, the format of the City Commission meeting is being conducted in a virtual video-conferencing environment. In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), public participation is welcomed and encouraged as follows:

- Attend in person. Refrain from attending in person if you are not feeling well. The City will require social distancing at the meeting, and may limit the number of persons in the Gibson Room according to applicable health guidelines.
- Provide public comments via email. Comments may be sent via email before 5:00 PM on Tuesday, May 19, 2020, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name and address of the commenter. 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.
- Call-in. The public may call in during specific public comment periods at 406-761-4786. All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. This is a pilot service to test the feasibility of expanded public participation by phone. We ask for your patience in the event there are technical difficulties.

AGENDA APPROVAL: City Manager Greg Doyon recommended the City Commission pull Item 8 from the Consent Agenda. There were no proposed changes to the agenda by the City Commission. The agenda was approved with Consent Agenda Item 8 removed for future consideration.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/BOARDS AND COMMISSIONS

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

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Daniel Hartzell, 609 Central Avenue, discussed a statement he prepared for the Board of Education.

Appearing telephonically were **Cal Rider**, 32 Prospect Drive, and **Gayle Gregovich**, 2609 5th Avenue North. Both expressed opposition to NorthWestern Energy's attempt to purchase the Coalstrip coal-fired power plant.

Commissioner Robinson provided an update on the Complete Count Committee's (CCC) activities for Census 2020. He expressed appreciation to Library Director Susie McIntyre for her assistance in writing and submitting two grant applications that resulted in awarded funds to the CCC.

2. APPOINTMENTS/REAPPOINTMENT TO THE HOUSING AUTHORITY BOARD OF COMMISSIONERS.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission appoint Rosalie Kiernan to a five-year term through June 30, 2025, appoint Douglas Spence to the remainder of a five-year term through June 30, 2021, and reappoint Terri Sullivan as a Tenant member for a two-year term through June 30, 2022 to the Great Falls Housing Authority Board of Commissioners.

Mayor Kelly asked if there were any comments from the public, in person or telephonically. Hearing none, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Moe inquired if a vacancy remained on this Board.

Housing Authority Executive Director Greg Sukut responded that the application process is still open for a tenant member.

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

Motion carried 5-0.

CITY MANAGER

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon updated the Commission on municipal areas still closed to the public: the utility billing window, Planning and Community Development, Public Works, Water Treatment Plant, as well as multi-sports and the pools. The Great Falls Animal Shelter is by appointment only.

He reported that Governor Bullock announced Phase II of the reopening plan and some of the lifted restrictions that begin June 1st.

Manager Doyon reported that the Great Falls Animal Shelter assisted and provided support to the Cascade County Sheriff's Office with the recent animal hoarding case reported in the news. Many of the animals were relocated to the Expo Park. Reimbursement costs are being determined.

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May 19, 2020

CONSENT AGENDA.

4. Minutes, May 5, 2020, City Commission Meeting.
5. Total Expenditures of \$4,765,349 for the period of April 15, 2020 through May 6, 2020, to include claims over \$5,000, in the amount of \$4,538,322.
6. Contracts List.
7. Approve the bid award for asphaltic concrete material to Great Falls Sand & Gravel, Inc., of Great Falls for \$745,000.
8. ~~Approve the Professional Services Agreement, Amendment No. 2 increasing the agreement amount by \$7,625.00 between the City of Great Falls and Black and Veatch Corporation for engineering services on the Water Treatment Plant Facility Upgrades Project for a total fee not to exceed \$7,044,989.00, and authorize the City Manager to execute the Amendment. **OF 1519**~~
9. Approve the purchase of a precast concrete restroom from CXT, Inc. an L.B. Foster Company of Spokane, WA through Sourcewell, formerly known as NJPA, for \$151,208 to be placed in Oddfellows Park. **OF 1740.4**

Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission approve the Consent Agenda as presented.

Mayor Kelly asked if there were any comments from the public, in person or telephonically. Hearing none, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Robinson referred to Item 9 and inquired where the restroom will be placed in Oddfellows Park.

Park and Recreation Director Steve Herrig responded that the new precast ADA accessible restroom will replace the current facility at the same location.

Commissioner Houck inquired how long the park would be without a facility.

Director Herrig responded that delivery could take 180 days, plus an additional 30-45 days to connect to City services.

Commissioner Houck asked if that would cause any issues or conflicts with park reservations.

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Director Herrig responded that timeframe has been blocked out. Portable restrooms could be set up for smaller rentals, and some events could schedule at other parks.

Mayor Kelly commended Shyla Patera for her commitment to communicating with the City about focusing on ADA compliance.

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

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

10. **RESOLUTION 10345, ADOPTING THE CITY OF GREAT FALLS EXTENSION OF SERVICES PLAN.**

Planning and Community Development Director Craig Raymond reported that this item is consideration of Resolution 10345, adopting the Extension of Services Plan for the City of Great Falls.

This document has been in the works for some time and completed as part of the development review process. Multiple departments contributed to the document including, but not limited to, Public Works, Police, Fire, Planning and Community Development and the Legal department.

The essence of the document is to put in writing those policies that manage annexation and the extension of municipal services upon annexation into the City limits. The plan also formalizes the policies for cost share of utility oversizing, which has been a practice for years when new utility services are installed. The City desires to plan for and accommodate future growth of the City beyond the boundaries of the existing corporate limits. The Extension of Services Plan looks at a 5-year window of anticipated future growth. Although every effort is made to forecast accurately, situations both detrimental and beneficial can affect the actual growth experienced over the next five years. Additionally, great opportunities can't always be predicted that may arise, therefore staff acknowledges that the City should strive to remain flexible in order to seize unanticipated opportunities that come our way.

Staff has presented findings and recommendations to the community and has received favorable comments to this point. This document has also been publicly vetted by the Planning Advisory Board with constructive questions and comments taken into consideration. The Planning Advisory Board recommended that the City Commission adopt Resolution 10345.

Commissioner Moe moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10345 adopting the City of Great Falls Extension of Services Plan.

Mayor Kelly asked if there were any comments from the public, in person or telephonically.

JOURNAL OF COMMISSION PROCEEDINGS

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Hearing none, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Tryon inquired what the process is for future amendments to Items 10 and 11.

Director Raymond responded that staff can handle periodic amendments to the documents going forward. The request is for the Commission to adopt the initial plan.

Commissioner Tryon inquired about the input and general response from local stakeholders to Items 10 and 11.

Director Raymond responded that both documents were posted publicly on the City's website, and staff actively solicited the documents to members of the development community to meet with staff and provide feedback directly.

Commissioner Moe read the first sentence of number 2 on page 34 of the Plan. She inquired what recourse the Neighborhood Council citizens have for the City to weigh in about the proposed slaughterhouse, which she believes is outside the urban growth boundary.

Director Raymond responded that there is specific statutory language for subdivision review outside of the City limits. The County has to send the City notification and give the City the opportunity to respond. That review is limited to subdivision land use applications and not other types of development.

Commissioner Moe further commented that fire, street maintenance, water and storm water management come into play with the consideration of the slaughterhouse. The only language in the Plan pertaining to that is to ask the Cascade County Commission to review those services. She reminded the Commission that the City Commission asked the State and the County to look at those services as they relate to the slaughterhouse at the March 3rd meeting and followed up with a letter after the last meeting, and the Commission has not heard back from either body. She concluded that she regards the language ~~in the Plan~~ as somewhat toothless.

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

Motion carried 5-0.

11. **RESOLUTION 10346, ADOPTING THE CITY OF GREAT FALLS STANDARDS FOR DESIGN AND CONSTRUCTION.**

Planning and Community Development Director Craig Raymond reported that this item is consideration of Resolution 10346 which will adopt the City's first set of standards for private construction of public facilities.

The primary purpose of this document is to provide a high level of predictability and certainty to developers as to what standards they will be required to design and build to when they are planning private development within the Great Falls city limits.

JOURNAL OF COMMISSION PROCEEDINGS

May 19, 2020

The manual generally provides details and specifications for design and construction of water, sanitary sewer, storm sewer, streets and sidewalks.

Many standards are derived from state and federal laws and standards, and cities have numerous opportunities to adopt specific details and standards that reflect local climate, material availability and construction practices. The level of variability from one city to the next can have a significant effect on cost of design and construction and unnecessary project delays. This document aims to provide a clear path towards project approval and success.

Staff has worked with engineers and developers within the local development community in the development and vetting of this document. Staff appreciates their commitment of time and professional judgement in evaluating the manual.

At its meeting on March 10, 2020, the Planning Advisory Board recommended that the City Commission adopt the City of Great Falls Standards for Design and Construction.

Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10346 adopting the City of Great Falls Standards for Design and Construction.

Mayor Kelly asked if there were any comments from the public, in person or telephonically. Hearing none, Mayor Kelly asked if any written communication was received by the City Clerk.

City Clerk Lisa Kunz responded affirmatively, and read **Shyla Patera's** (1013 7th Avenue NW) written comments in support of the adoption of Resolution 10346.

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

Commissioner Tryon commended Director Raymond for his work on the development process issues. This document provides predictability and certainty for developers in the community. He took exception to a comment Commissioner Moe made about the prior agenda item, and added that the documents were not written with a specific project in mind, and he hopes the City is not going to use a proposed private development outside of city limits as the standard now for judging every development, City ordinance or policy.

Deputy City Manager Chuck Anderson and the Public Works Engineering staff were also recognized for their efforts and work on these documents and improvements to the development review process.

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

Motion carried 5-0.

CITY COMMISSION

JOURNAL OF COMMISSION PROCEEDINGS
May 19, 2020

12. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Kelly reported that Governor Bullock announced that Phase II reopening begins June 1st. He inquired the Commissioners' thoughts about meeting in the chambers for the meetings on June 2nd. The majority of the Commission members favored that idea with the appropriate precautions in place per the Governor's guidelines.

Commissioner Moe clarified that her "toothless" comment regarding Item 10 was to the extent that the City needs to have relationships with the County and State in which the concerns that the City Commission raised with them be addressed timely and meaningfully.

Commissioner Houck suggested that if the Commission goes back to live meetings that the public still be allowed to call in if they cannot leave their homes.

Commissioner Moe also suggested alternative arrangements be considered should more than 50 people attend a Commission meeting.

Commissioner Houck commented that there is help with resources and social service programs in the community for anyone not in a safe living situation.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Mayor Kelly, to adjourn the regular meeting of May 19, 2020, at 7:57 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: June 2, 2020



ITEM: \$5,000 Report
 Invoices and Claims in Excess of \$5,000

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$5000:

ACCOUNTS PAYABLE CHECK RUNS FROM MAY 7, 2020 - MAY 20, 2020	1,956,284.98
MUNICIPAL COURT ACCOUNT CHECK RUN FOR MAY 2, 2020 - MAY 15, 2020	6,514.00
TOTAL: \$	<u><u>1,962,798.98</u></u>

GENERAL FUND

POLICE

PRO-KLEEN SERVICES INC	RESTORATION & CLEANING PD FIRE	6,021.70
DIS TECHNOLOGIES	CASE CONVERSION	12,491.59
DEFENSE SOLUTIONS GROUP, INC	RIFLES	6,881.73

SPECIAL REVENUE FUND

STREET DISTRICT

UNITED MATERIALS OF GREAT FALLS	OF 1708 SKYLINE ADDITION	17,527.40
SMITH EQUIPMENT CO	100 ROLLS PARING FABRIC	20,400.00

LIBRARY

DATAPROSE, LLC	CENSUS INSERT (SPLIT AMONG FUNDS)	105.60
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LIBRARY FOUNDATION

ALERT SECURITY PROFESSIONALS	LABOR AND INSTALL OF SECURITY CAMERA SYSTEM	8,072.00
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PLANNING & COMMUNITY DEVELOPMENT

GREAT FALLS DEVELOPMENT AUTHORITY	MAIN STREET DOWNTOWN VISIONING PROJECT	20,000.00
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FEDERAL BLOCK GRANTS

CHARTER COMMUNICATIONS OPERATING LLC	OF 1715.4 ADA HANDICAP RAMPS GIANT SPRINGS PH II	24,669.39
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SPECIAL REVENUE FUND (cont.)

PERMITS

WOMER & ASSOCIATES, INC	FIRE SPRINKLER PLAN REVIEW	6,961.70
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ENTERPRISE FUNDS

WATER

THATCHER CO OF MONTANA	CHEMICALS	16,490.86
SHUMAKER TRUCKING & EXCAVATING CONTRACTORS INC	SLUDGE DISPOSAL	11,289.85
CORE & MAIN LP	OF 1637.1 WTP FILTRATION IMPROVEMENT	98,330.00
THE HDD COMPANY, INC	OF 1494.6 WATER MAIN CROSSING UNDER THE UPPER MISSOURI	204,486.09

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	256,147.61
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
PLANNED AND ENGINEERED CONSTRUCTION INC	OF 1675.1 SANITARY SEWER TRENCHLESS PHASE 22	245,555.14

INTERNAL SERVICES FUND

FINANCE

DATAPROSE, LLC	POSTAGE AND STATEMENT PRINTING APRIL 2020 (SPLIT AMONG FUNDS)	7,672.17
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INFORMATION TECHNOLOGY

CENURYLINK	METRO ETHERNET NETWORKING SERVICE	7,365.94
CDW GOVERNMENT	7 EPSON H6000IV FOR MUNIS	5,254.97
CENTURYLINK	ISP BILLING 14 MONTHS AFTER BILLING SUPPRESSION	28,439.07

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	FUEL	11,568.05
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TRUST AND AGENCY

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	43,574.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	10,128.72
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	53,902.73
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	65,985.76
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	116,502.49
US BANK	FEDERAL TAXES, FICA & MEDICARE	184,624.23
AFLAC	EMPLOYEE CONTRIBUTIONS	9,584.12
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	22,228.09
WESTERN CONF OF TEAMSTERS	EMPLOYEE CONTRIBUTIONS	15,146.71
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	25,077.50
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	14,403.94

UTILITY BILLS

ENERGY WEST RESOURCES	APRIL 2020 NATURAL GAS CHARGES	22,303.25
ENERGY KEEPERS INC	APRIL 2020 ENERGY	42,120.00
HIGH PLAINS LANDFILL	APRIL 2020 CONTRACT SERVICES	86,605.94

CLAIMS OVER \$5000 TOTAL: \$ 1,740,418.34

COMMUNICATION TO THE CITY COMMISSION

DATE: June 2, 2020

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	Great Falls Police Department	A.T. Klemens	06/02/2020 – 12/31/2020	\$7,786	Agreement for the replacement of both of the blower wheels in the multi-zone air handler at the Great Falls Police Department
B	Public Works/ Engineering	CDM Smith, Inc.	06/02/2020-04/30/2021	Hourly not to exceed amount of \$60,000	Professional Services Agreement for on-call assistance of the Wastewater Pretreatment Program including federal and/or state requirements and new or renewals of industrial wastewater discharge permit applications OF 1735.0

C	Public Works	Ronald Laubach & Debra Laubach (Tenants)	06/02/2020 – 04/01/2022	Tenants pay \$7,000 annually	Ratification of Amendment Number 1 to City of Great Falls Manchester Lots Cash Farm Lease (city-owned parcels 3016300 & 3015100) amending the named tenants to Ronald Laubach and Debra Laubach, and removing Dennis Laubach (CR 040219.15)
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COMMUNICATION TO THE CITY COMMISSION

DATE: June 2, 2020

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Grants through the Consent Agenda

MAYOR’S SIGNATURE: _____

GRANTS

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	GRANT AMOUNT REQUESTED	CITY MATCH	PURPOSE
A	Legal	Office of Justice Programs, U.S. Department of Justice	01/20/2020 – 01/20/2022	\$84,380	N/A	Coronavirus Emergency Supplemental Funding Program Application #2020-H3613-MT-VD for personal protective equipment



Item: Resolution 10347 – A Resolution Fixing the Ambulance Services Rates Pursuant to Title 8, Chapter 5, Section 250, of the Official Code of the City of Great Falls (OCCGF)

From: Steven A. Hester, Fire Chief/City EMS Administrator

Initiated By: Dave Kuhn, President Great Falls Emergency Services

Presented By: Steven A. Hester, Fire Chief

Action Requested: Set public hearing on Resolution 10347 for June 16, 2020

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing on Resolution 10347 for June 16, 2020.”

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

Summary: In 2008 the City Commission approved “An Agreement with Great Falls Emergency Services (GFES) and the City of Great Falls, Montana for Citywide 911 Emergency Ambulance Services.”

Pursuant to Mont. Code Ann. Sec. 7-6-4013 and Sec. 7-1-4131 (2001) and Ordinance 3181 adopted by the City Commission in 2018, GFES is required to submit to the EMS administrator a proposed ambulance fee schedule that will be approved by Commission resolution, if said fees are consistent with industry best practices, the market, and applicable federal and state laws. The last GFES base rate increase above the annual CPI was in 2014.

To determine the appropriateness of the proposed ambulance rate increases, staff have reviewed ambulance rate increase information provided by Mr. Dave Kuhn. Based on the information provided, it appears a rate adjustment is necessary to ensure the financial stability and vitality of Great Falls Emergency Services business operations. It must be noted due to confidentiality of many of the private ambulance providers’ rate structures, it is difficult for staff to verify all of the data provided by GFES.

According to Mr. Grohs, the basis for the proposed rate increase is to “offset a portion of the estimated additional ambulance variable cost of \$295,000 a year.” It must be noted that the City of Great Falls has not mandated changes to the deployment model and staffing requirements of the current Citywide 911 Emergency Ambulance Services agreement which has been mutually agreed upon by both GFES and the City.

GFES notes under #1 of Attachment 5, (Comparable Matrix), “For comparison purposes Missoula Emergency Services fees paid to the City of Missoula are around half of those being paid by GFES to the City of Great Falls.” Staff notes that Missoula Emergency Services (MES) pays fees of \$10,000 for contract oversight, \$24,000 for first response fee, and \$10,000 for Medical director services. MES and Missoula Fire Department do not pay dispatch fees to the county’s dispatch center. In Great Falls, GFES pays \$29,878 for dispatch services in comparison to \$468,000 GFFR pays for dispatch services. This cost for dispatch services is the difference in fees paid between GFES and MES.

Significant Impacts: Ambulance rate increases will have a direct impact on citizens who receive prehospital Emergency Medical Services (EMS) transport services from Great Falls emergency Services (GFES).

Fiscal Impact: There is no direct fiscal impact to the City of Great Falls or the General Fund from this proposed rate increase.

Alternatives: Reject the changes to the proposed transport rate increase. Denial of this rate increase may result in a hardship for GFES to provide prehospital patient transport services.

Concurrences:

EMS System Administrator
City Manager’s Office
City Attorney

Attachments:

1. Resolution 10347 with attached Exhibit “A” (Pre-Hospital Ambulance Rates for Advanced Life Support and Basic Life Support)
2. Abaris Group Letter dated March 31, 2020 with recommended rate increases
3. Justin Grohs Letter dated April 1, 2020
4. Justin Grohs Letter dated May 5, 2020
5. Comparable Matrix
6. An Agreement with Great Falls Emergency Services and the City of Great Falls, Montana, for Citywide 911 Emergency Ambulance Services

RESOLUTION NO. 10347

A RESOLUTION FIXING THE AMBULANCE SERVICE RATES PURSUANT TO TITLE 8, CHAPTER 5, SECTION 250, OF THE OFFICAL CODE OF THE CITY OF GREAT FALLS (OCCGF)

WHEREAS, Title 8, Chapter 5, Section 010(D) of the OCCGF allows for adequate 911 emergency ambulance services and to establish ambulance service rates for the City’s contracted ambulance service as approved by the City Commission; and

WHEREAS, since 2008 the City of Great Falls has contracted with Great Falls Emergency Services (GFES) to provide 911 EMS patient transport services within the City of Great Falls and Fire Districts served by Great Falls Fire Rescue; and

WHEREAS, § 8.5.250(A) of the OCCGF sets forth that the contracted ambulance service shall submit to the EMS Administrator a proposed ambulance fee schedule that will be approved by Commission resolution, if said fees are consistent with industry best practices, the market, and applicable federal and state laws; and

WHEREAS, the General Manager of GFES submitted a written request to the EMS System Administrator proposing a rate increase above the annual Western Index CPI increase stating the last GFES base rate increase above the annual CPI was in 2014, and that the annual CPI increase does not keep up with the rising costs of providing emergency healthcare; and

WHEREAS, the Abaris Group provided its expert opinion in support of GFES’ request for a rate increase to help defray the costs of providing ambulance services to the Great Falls area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that the Pre-Hospital Ambulance Rates for Advanced Life Support and Basic Life Support are adopted as set forth in Exhibit “A” attached hereto, superseding the rates set forth as Exhibit “D” to the agreement adopted by the Commission on May 20, 2014, titled “An Agreement with Great Falls Emergency Services and the City of Great Falls, Montana for Citywide 911 Emergency Ambulance Services.

BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that all other provisions of the May 20, 2014 agreement titled “An Agreement with Great Falls Emergency Services and the City of Great Falls, Montana for Citywide 911 Emergency Ambulance Services” remain in full force and effect.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 16th day of June, 2020.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

Resolution 10347 - Exhibit "A"

Advanced Life Support	Cost
ALS Emergency	\$1540.29
ALS 2 Emergency	\$1540.58
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Night Charge	No Charge (typical \$100-\$300)
ALS Treatment w/o Transport	\$175
Oxygen	\$ 95.14
I.V. Supplies	\$ 78.34
ALS Routine Supplies	\$ 108.89
Intubations Supplies	\$ 112.86
Defibrillation Supplies	\$ 95.27
EKG Supplies	\$ 16.56
Mileage (per loaded mile)	\$ 25.80
Medications, in some cases, are in addition to ALS charges	
Basic Life Support	Cost
BLS Emergency	\$1314.63
Night Charge	No Charge (typical \$100-\$300)
BLS Treatment w/o Transport	\$100
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Oxygen	\$ 95.14
BLS Routine Supplies	\$ 81.46
EKG Supplies	\$ 16.56
Mileage (per loaded mile)	\$ 25.80
Standby (one hour minimum)	\$95.00 per hour, not to be duplicated with ALS or BLS charges.
Standby (each additional 15 minutes)	\$22.50



March 31, 2020

Dave Kuhn, President
Great Falls Emergency Services
514 9th Ave S
Great Falls, Montana 59405

RE: Expert Letter Great Falls Emergency Services (GFES) rates for the City of Great Falls, MT.

Dear David,

You have asked me to provide an opinion on the current contract between the City of Great Falls, MT and GFES and the rates by your ambulance firm, GFES.

As a reminder, I am an expert in EMS bidding (Request for Proposals – RFP), contract language, and assistance with execution of contracts for EMS delivery at the first response and transport levels. I have been in this industry for nearly 40 years and my work has primarily focused on municipal and other governmental agencies.

Several years ago, I served as an expert to the City of Great Falls and provided guidance on fashioning the current response time performance standards and the implementation of what is now the current ambulance service standard in use in the City of Great Falls today.

We understand that GFES is interested in a rate increase to help defray the costs of providing ambulance services to the Great Falls area. We have evaluated ambulance rates currently charged by GFES in Great Falls and other similar rates provided in small cities across the county. We also noted that GFES has not had a rate increase in several years aside from the annual CPI increase permitted by the contact. This annual CPI increase does not meet the escalating costs of healthcare services.

We also studied other ambulance rates in Montana when they were available; they also strongly suggest a rate increase. The proposed GFES rates are below the rates of most comparable Montana EMS services. Comparable communities in California and Arizona have Advanced Life Support (ALS) base rates of 3,000 to \$4,000 with adjustments for Basic Life Support (BLS) at the same levels. The challenges in ambulance rates are increasing costs, the addition of state and local mandate and shrinking reimbursement especially from Medicare. This is a universal concern amongst ambulance services in the country especially in suburban and rural areas where there are smaller number of EMS calls to recover these costs and revenue shortages.

We hope this clarifies The Abaris Group's expert opinion on this subject. Thanks again for your request. I would be happy to answer any questions on this matter and our opinion on this topic.

Yours truly,

Mike Williams
President



APPENDIX A – Proposed GFES rates

Exhibit D: Ambulance Rates	
Advanced Life Support	Cost
ALS Emergency	\$1540.29
ALS 2 Emergency	\$1845.66
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Night Charge	No Charge (typical \$100-\$300)
ALS Treatment w/o Transport	\$175
Oxygen	\$ 95.30
I.V. Supplies	\$ 80.90
ALS Routine Supplies	\$ 167.28
Intubations Supplies	\$ 123.27
Defibrillation Supplies	\$ 95.27
EKG Supplies	\$ 17.26
Mileage (per loaded mile)	\$ 25.80
Medications, in some cases, are in addition to ALS charges	
Basic Life Support	Cost
BLS Emergency	\$1314.63
Night Charge	No Charge (typical \$100-\$300)
BLS Treatment w/o Transport	\$100
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Oxygen	\$ 95.30
BLS Routine Supplies	\$ 144.83
EKG Supplies	\$ 17.26
Mileage (per loaded mile)	\$ 25.80
Standby (one hour minimum)	\$95.00 per hour, not to be duplicated with ALS or BLS charges.
Standby (each additional 15 minutes)	\$22.50



Great Falls Emergency Services

DATE: 4/1/20
TO: Fire Chief Steve Hester, EMS System Administrator
City of Great Falls
FROM: Justin Grohs
RE: Ambulance Rate Increase

Chief Hester,

Per COGF Ordinance 8.9.375, GFES would like to request a rate increase.

We have not had an appreciable rate increase since 2014, and the annual Western Index CPI increase does not keep up with the rising costs of providing emergency healthcare.

Please see attached a letter from the Abaris Group who was the EMS consulting firm that the City contracted with to generate the City EMS Ordinance and original City EMS contract. The rate increase is supported by the Abaris Group and is included in their letter as an appendix.

This rate increase will help subsidize additional staffing that GFES has put on over the last few months.

It is worth noting that this rate increase will affect only about 12% of all transports, since most of our transports are billed to fixed-rate government payors such as Medicare. In other words, this increase will, as usual, affect only a small percentage of the population in Great Falls.

Thank you for your consideration.

Sincerely

A handwritten signature in black ink, appearing to read "Justin Grohs".

Justin Grohs
General Manager

Great Falls Emergency Services 514 9th Ave South, Great Falls, Montana 59405
406.453.5300 greatfallsemergencyservices.com



Great Falls Emergency Services

5 May 2020

Chief Hester,

Please consider this an addendum to my letter to you dated 4/1/20 regarding our ambulance rate increase.

The specific proposed rates for the City EMS contract are as follows:

Exhibit D: Ambulance Rates

Advanced Life Support	Cost
ALS Emergency	\$1540.29
ALS 2 Emergency	\$1540.58
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Night Charge	No Charge (typical \$100-\$300)
ALS Treatment w/o Transport	\$175
Oxygen	\$ 95.14
I.V. Supplies	\$ 78.34
ALS Routine Supplies	\$ 108.89
Intubations Supplies	\$ 112.86
Defibrillation Supplies	\$ 95.27
EKG Supplies	\$ 16.56
Mileage (per loaded mile)	\$ 25.80
Medications, in some cases, are in addition to ALS charges	
Basic Life Support	Cost
BLS Emergency	\$1314.63
Night Charge	No Charge (typical \$100-\$300)
BLS Treatment w/o Transport	\$100
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Oxygen	\$ 95.14
BLS Routine Supplies	\$ 81.46
EKG Supplies	\$ 16.56
Mileage (per loaded mile)	\$ 25.80
Standby (one hour minimum)	\$95.00 per hour, not to be duplicated with ALS or BLS charges.
Standby (each additional 15 minutes)	\$22.50

The rationale for this rate change are explained in the aforementioned letter, with supporting documentation contained in the letter from the Abaris Group (entitled **GFES – COGF ABARIS Expert Charge Letter 3-31-20**), as well as the spreadsheet I sent entitled '**GFES rate comparison with Missoula and Kalispell**'.

Thank you,

Justin Grohs

Great Falls Emergency Services 514 9th Ave South, Great Falls, Montana 59405
406.453.5300 greatfallsemergencyservices.com

Purpose for Increase Request: To offset a portion of the estimated additional ambulance variable cost of \$295,000 a year (already implemented additional units to cover City of Great Falls requirements)

Background: Additional on duty ambulance costs covered by county subsidy, slight increase in city transport volume, regional interfacility transports, and company losses.

RATES	GFES current	GFES revised	% increase	Missoula current ₁	Kalispell Non Resident	Kalispell Resident ₂	Kalispell resident rate adjusted w/ subsidy added in (\$150 per trans)	Equivalant rate per transport Amount GFES would need to charge in order to collect what Kalispell receives per transport
MILEAGE	\$ 22.38	\$ 25.80	15%	\$ 26.06	\$ 23.71	\$ 23.71		See note 3 & 4 below
BLS EMERGENCY 1	\$ 986.38	\$ 1,314.63	33%	\$ 1,327.91	\$ 1,298.12	\$ 1,019.20	\$ 1,169.20	\$ 3,162.06
ALS EMERGENCY 1	\$ 1,158.33	\$ 1,540.29	33%	\$ 1,555.85	\$ 1,475.78	\$ 1,196.86	\$ 1,346.86	\$ 3,339.72
ALS 2	\$ 1,158.33	\$ 1,540.58	33%	\$ 1,864.66	\$ 1,475.78	\$ 1,196.86	\$ 1,346.86	\$ 3,339.72
BLS SUPPLIES	\$ 65.17	\$ 81.46	25%	\$ 146.29	\$ 99.26	\$ 99.26		
ALS SUPPLIES	\$ 87.11	\$ 108.89	25%	\$ 168.97	\$ 133.79	\$ 133.79		
IV SUPPLIES	\$ 62.67	\$ 78.34	25%	\$ 81.72	\$ 70.82	\$ 70.82		
OXYGEN	\$ 76.11	\$ 95.14	25%	\$ 96.26	\$ 83.43	\$ 83.43		
INTUBATION	\$ 90.29	\$ 112.86	25%	\$ 124.54	\$ 102.04	\$ 102.04		
EKG SUPPLIES	\$ 13.25	\$ 16.56	25%		\$ 5.63	\$ 5.63		
ALS Treatment / no transport	\$ 100.00	\$ 175.00	75%		\$ 391.94	\$ 113.02		
BLS Treatment / no transport	\$ 50.00	\$ 100.00	100%		\$ 391.94	\$ 113.02		
Standby (one hour min)	\$ 75.00	\$ 95.00	27%	\$ 100.00	\$ 110.00	\$ 110.00		
Standby (each additional 15 min)	\$ 18.00	\$ 22.50	25%	\$ 25.00	\$ 21.25	\$ 21.25		
Extra Attendant		no charge		no charge	\$ 55.78	\$ 55.78		
ESTIMATED ADDITIONAL DOLLARS COLLECTED PER TRANSPORT:		\$28						
ESTIMATED AVERAGE COLLECTION RATE AFTER RATE ADJUSTMENT:		32%						

1. For comparison purposes Missoula Emergency Services fees paid to the the City of Missoula are around half of those being paid by GFES to the City of Great Falls. \$180-\$200 per transport is needed to cover the cost of the fees curenly being paid by GFES to the City of Great Falls.

2. Kalispell receives approximately \$350,000 in annual subsidies which is equal to an additional \$150.00 per transport.

3. For every non-subsidized rate increase of \$150.00 per transport, GFES will only realize an increase of \$10.50 per transport.

4. GFES would have to raise its rates \$2,142 in order to collect the amount equal to a \$150 per transport subsidy (Adjusted and shown in the yellow section above).

- Correct -

05/20/14/14

AN AGREEMENT WITH GREAT FALLS EMERGENCY SERVICES AND THE CITY OF GREAT FALLS, MONTANA FOR CITYWIDE 911 EMERGENCY AMBULANCE SERVICES

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SECTION 1 – ADMINISTRATION OF THE CONTRACT AND TERMS

1.1 Contract Administration

The City of Great Falls EMS System Administrator will act as the Contract Administrator, and shall represent the City in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the City. The Contract Administrator or her/his designee may:

- A. Monitor the Contractor's and Subcontractor's EMS service delivery for compliance with standard of care as defined through law, medical protocols, and policies; and
- B. Provide technical guidance, as the Contract Administrator deems appropriate.

1.2 Term of Agreement

The term of this Agreement shall commence at 00:01 hours on May 21, 2014, and shall terminate at midnight on May 20, 2019, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.

1.3 Agreement Extension

This Agreement is automatically extended for one subsequent five-year term unless either party provides a written notice at least one year prior to the expiration of the previous five-year term of that party's intention to terminate the Agreement.

1.4 Contract Service Area

All requirements described in this Agreement apply to the geographical area of the City of Great Falls and the Fire Districts served by Great Falls Fire Rescue.

1.5 Notices

All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either party desires or is required to give to the other party shall be in writing and either personally delivered or sent by prepaid postage, first class mail, or sent by facsimile (with confirmation receipt). Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

Contractor: Great Falls Emergency Services-Manager
514 9th Avenue South
Great Falls, Montana 59405

Contractor: Great Falls Emergency Services- President
2880 North 55 West

Idaho Falls, Idaho 83402

City: EMS System Administrator
City of Great Falls City Manager's Office
P.O. Box 5021
Great Falls, Montana 59403

SECTION 2 – ROLES AND RESPONSIBILITIES

2.1 City's Functional Responsibilities

The City seeks to ensure that reliable, high quality pre-hospital emergency medical care and transport services are provided on an uninterrupted basis. To accomplish this purpose, the City shall:

- A. Oversee and enforce the Contractor's rights as an emergency 911 ambulance service provider within the City of Great Falls;
- B. Oversee, monitor and evaluate contract performance and compliance; and
- C. Provide medical direction and control of the City EMS system.

2.2 Contractor's Functional Responsibilities

During the term of this Agreement, the Contractor shall:

- A. Provide pre-hospital emergency medical care and transport services at the advanced life support (ALS level in response to emergency medical calls within the City twenty-four (24) hours each day, seven (7) days a week, without regard to the patient's financial status;
- B. Develop system status management and deployment plans specific to meeting the performance requirements of the City of Great Falls, continuously monitor the implementation of these plans and make necessary changes to the plans to meet system requirements;
- C. Provide ambulances, as well as other vehicles, equipment, facilities, medical and other supplies (including fuel, lubricants, maintenance, insurance, appropriate vehicle permits, and repairs/replacements) that are used by Contractor as necessary for the provision of services required as part of this Agreement;
- D. Furnish supplies and replacements for those used by the Contractor's personnel and provide replacement supplies used by Great Falls Fire Rescue when providing patient care and treatment;
- E. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are currently certified, licensed and/or accredited;
- F. Comply with all training requirements established by the State of Montana, and all applicable policies and provisions established by the Great Falls EMS Advisory Board, EMS System Medical Director, and EMS System Administrator;

- G. Maintain neat, clean, and professional appearance of all personnel, facilities, and equipment;
- H. Maintain a good reputation through ensuring courteous and professional conduct of office and field personnel;
- I. Maintain good working relationship with law enforcement agencies, first-responder agencies, hospitals, healthcare providers and other system participants. This shall include working under the Incident Command System (ICS) and using the National Incident Management System (NIMS) during all emergency incidents;
- J. Establish and maintain a soft supplies exchange program with first-responder agencies, including Great Falls Fire Rescue. The Contractor will re-supply portable Oxygen to Great Falls Fire Rescue that was used during EMS incidents.
- K. Respond to and comply with ongoing reporting requirements in Exhibit A of this Agreement;
- L. Submit, in a timely manner, operational reports, with necessary documentation to support and verify data provided;
- M. Once contractor management becomes aware of incidents in which the Contractor's or Subcontractor's personnel fail to comply with contractual requirements, Contractor will notify the City, within two (2) business days.
- N. Ensure under this agreement, that all Subcontractors meet all performance and contractual requirements.

2.3 Medical Control

- A. Medical Control – The Great Falls EMS 911 System Medical Director has the exclusive authority to develop overall medical plans, policies and medical standards to assure that an effective level of emergency medical care is maintained within the City pre-hospital care 911 system and shall provide ultimate medical control over the entire EMS system to include the Contractor and Subcontractor's EMS personnel while operating within the EMS 911 system pursuant to their licensures or certifications. On all matters affecting the quality of patient care, the EMS 911 System Medical Director directs policy and procedure. The EMS 911 System Medical Director has system-wide scope of authority, which covers all organizations and personnel that have a role in the City's 911EMS system.
- B. Functions of EMS 911 System Medical Director – include, but are not limited to:
 - 1. The determination of medical policies;
 - 2. Monitoring of medical aspects of the Contractor's/Subcontractor's emergency 911 performance and formulation of recommendations for improving that performance;
 - 3. The development and enforcement of standard of care protocols or standards required by the Agreement or by applicable regulations;
 - 4. Serving as the Vice-Chair of the City's EMS Advisory Board;

5. Serving as the Chair of the EMS system's quality improvement committee; and
6. Conducting periodic quality improvement reviews of the EMS 911 system.

C. Matters included within the authority of EMS 911 System Medical Director – include, but not limited to:

1. Review and approval of all EMS training programs that are necessary for operation of the EMS 911 response system;
2. Development and implementation of medical protocols for all EMS 911 system personnel;
3. Protocols governing the use of helicopters for scene response;
4. Patient destination policies;
5. Equipment, medication and supply inventories;
6. Monitoring compliance and enforcement of the standards of care; and
7. Advising on other medical issues.

D. The cost for the EMS 911 System Medical Director will be shared by the City and the Contractor. The City will administer the contract for the EMS 911 System Medical Director.

E. The contractor is authorized to contract with an Agency Medical Director of their choice. The contractor's Agency Medical Director will be advisory on all issues related to plans, policies, and medical standards related to the city's 911 emergency care system. The contractor is solely responsible for all cost and actions associated with their Agency Medical Director.

SECTION 3 – DEPLOYMENT

3.1 Deployment Plan

All Contractor emergency 911 ambulance responses under the terms of its Agreement within the City's jurisdiction shall be dispatched as directed by the Cascade County Consolidated Dispatch Center (CCCDC) or in compliance with policies and protocols established by the City. Deployment Plans shall: Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week;

- A. Describe 24 hour and system status management strategies;
- B. Describe mechanisms to meet the demand for emergency ambulance response during peak periods of unusually high call volume;
- C. Include a map identifying proposed ambulance stations or post locations;
- D. Describe the full-time and part-time work force necessary to fully staff ambulances identified in

the deployment plans;

- E. Describe any planned use of on-call crews;
- F. Describe any mandatory (force hire) overtime requirements;
- G. Describe how workload shall be monitored for personnel assigned to 24-hour units;
- H. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems;
- I. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices; and
- J. Describe the process to keep CCCDC and Great Falls Fire Rescue informed when ambulance resources are unavailable or not immediately ready to respond to emergencies in the City.

3.2 On-going Deployment Plan Requirements

An initial deployment plan shall be filed with the City within thirty (30) days from accepting this contract as part of the Reporting Requirements shown in **Exhibit A**. A current deployment plan shall be kept on file with the City. The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met. The Contractor shall submit proposed changes in the deployment plan in writing to the Contract Administrator thirty (30) days in advance. The 30-day prior written notice shall be waived if Contractor is adding resources to its deployment plan or if an emergency adjustment to the plan is needed to correct an acute performance problem.

3.3 Annual Review of Deployment Plan

The Contractor will provide the City with updated deployment maps on an annual basis.

3.4 Standby: When requested by the City, contractor agrees to provide an ALS ambulance standby unit for emergent or 911 calls to crime scenes, hazardous materials scenes, fire scenes or other situations/activities. Payment for such standby will be calculated according to Exhibit D. Once assigned to the emergency the ambulance assigned must be released by the incident commander.

SECTION 4 – OPERATIONS

4.1 Response Time Standards

- A. **Response Time Performance** – System response times are a key measurement of performance. This measurement is the determining factor, which drives the placement and redeployment of the systems resources throughout the entire system.
 - 1. Response time performance is measured by the factors set forth in subsections 4.1 B. through F. and violations may be imposed damages as in subsections 4.1G through I. For the purpose of the response performance standard, each incident will be counted as a single response regardless of the number of units that respond, and if the first response to an incident meets response time requirements, all subsequent responses to

that incident will be deemed timely. If the first response time is untimely, then damages will be assessed only as to the first response time

2. The Contractor shall use its best efforts to minimize variations or fluctuations in response time performance.
3. For purposes of tracking Contractor response times and reporting, the City boundaries will encompass the entire ambulance response zone.
4. The Contractor's personnel shall not exceed the posted speed limit by more than 10 miles per hour when responding to code III (emergency lights and siren) calls. Failure to comply with this requirement may result in damages being assessed as specified in **Exhibit B**. All posted speed limits and traffic regulations shall be observed during non-code III responses.

B. Response Time Standards – An ALS ambulance shall respond to 90% of all emergency calls each month in the following response zones:

1. Urban Response Zone – 9:00 minutes or less encompassing all responses within the City limits;
2. Rural Response Zone – 12:00 minutes or less encompassing all responses to the City's Fire Districts; and
3. Super-Rural Response Zone – 20:00 minutes or less encompassing all responses to properties that may reside outside of the areas above that GFFR may provide EMS response.

*These response zone boundaries are delineated on the map included in **Exhibit E**.*

C. Response Time Exemptions – In some cases, late responses will be excused from financial damages and from response time compliance reports. Approved response time exemptions include:

1. Failure by CCCDC dispatcher to give accurate location information (including address or cross street) to responding units;
2. Weather conditions which impair visibility or create unsafe driving conditions;
3. Call in which the response code is reduced from code III by CCCDC or first responder during the time the ambulance unit is en route to the dispatched location;
 - a. If the first responders or CCCDC orders the response slowed to Code I (no lights and sirens then a 50% increase in response times are allowed.
 - b. The same damages apply if Code I response times are not met.
 - c. **Non-emergent** responses less than 18:00 minutes will not result in damages. All other non-emergent calls above 18:00 will be assessed damages pursuant

to Exhibit F, Non-Emergent Response Damages.

4. Wrong address provided by the requesting party;
5. Unavoidable delay caused by unreported road construction;
6. Material change in dispatch location after the initial dispatch is recorded as dispatched.
7. No time recorded by dispatch.
8. When three (3) calls have already been dispatched within the city jurisdiction in any given rolling 20 minute interval, then subsequent calls are exempt.

Exceptions shall be for good cause only, as determined by the City. The burden of proof that there is good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exemptions shall be considered on a case-by-case basis.

Contractor shall file a request for each response time exception on a monthly basis with the City by the 20th of each month after receiving the City's Response Time Performance Report for the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response.

- D. Response Time Calculations – Response times shall be calculated from the hour, minute and second the call is received at the Contractors dispatch center or radio dispatched by CCCDC to an ambulance, to the hour, minute and second the Contractor arrives on scene with a fully equipped and staffed ALS ambulance.

A call is considered "received" by the ambulance when crewmembers have received sufficient information from the reporting party to initiate the response (i.e. call back number, address, and patient chief complaint).

- E. Applicable Calls – Response time standards shall apply to all 911 ambulance dispatches. Each incident shall be counted as a single response regardless of the number of first-responders or ambulances actually utilized and only the first arriving ambulance's time shall be applicable. If a response is cancelled, or downgraded to a lower priority, financial damages may be assessed if the response time standard was exceeded at the time of cancellation or downgrade.

- F. Response Time Performance Report – On the 10th day of each month, the City will provide the Contractor with a Response Time Performance Report for the previous month identifying each emergency call:

1. That did not meet response time standard;
2. That an ambulance was requested and was not able to respond; and
3. Where failure to properly report times necessary to determine response time, on-scene

time, and transport time.

The Contractor shall identify causes of performance failures and document efforts to eliminate these problems by the 20th day of each month to the City.

- G. Damages for Failure to Provide Data to Determine Compliance – When on-scene time cannot be provided for a particular emergency call, response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid the damages, Contractor may demonstrate to the satisfaction of the City an accurate on-scene time, however, the response would then be subject to response time damage calculations if response times exceed response time standards.
- H. Infractions – Any infractions of the response time criteria will be submitted by Contractor on the City's response time form.
- I. Response Time Damages Structure – If Contractor and/or Subcontractor fail to meet response time standards or performance standards in the delivery of service, except as otherwise exempted, the Contractor shall pay damages in the amounts listed in **Exhibit B**.

4.2 Dispatch Requirements

- A. Dispatch – The Contractor shall utilize Cascade County Consolidated Dispatch Center (CCDC) for emergency 911 ambulance dispatch services.
- B. Payment for Dispatch Services – Payments for dispatch services will be made quarterly according to the schedule outlined in **Exhibit C**.
- C. Communications Equipment – Contractor shall provide and maintain communications equipment in good operating condition. Such communications equipment shall be compatible with existing CCDC equipment and remain so during the period of this Agreement. Changes will be coordinated with the contractor. The City agrees to reasonably cooperate with contractor in its attempts to fund communication equipment.

4.3 Equipment and Supplies

- A. Ambulances – All ambulances used under this Agreement shall be type I, II, or III, shall be in good condition, and shall meet or exceed the Federal KKK-A-182FF or then current standards at the time of the vehicle's original manufacture, except where such standards conflict with State of Montana standards, in which case the State standards shall prevail. All such ambulances shall also meet or exceed the equipment standards of the State of Montana. The Contractor shall assume all costs of and be responsible for all ambulance and equipment maintenance.

Contractor shall maintain, and provide to the Contract Administrator, a complete listing of all ambulances (including reserve ambulances) to be used in the performance of this Agreement, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of

ownership, purchase, or sale of ambulances used under this agreement shall be reported to the Contract Administrator.

- B. Ambulance Equipment and Supplies – Each ambulance shall, at all times maintain an equipment and supply inventory sufficient to meet Federal and State requirements for ALS level ambulances, including the requirements of the City. At its cost, Contractor shall be responsible for stocking all expendable supplies including medications.

All medical equipment shall be in good repair and in working and safe order at all times. Contractor shall have sufficient medical equipment and expendable supplies so that there is a sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.

The Contractor shall furnish, operate, maintain, and replace, as necessary, any and all items of equipment, apparatus and supplies, whether real, personal, or otherwise, necessary to fulfill its obligations under the Agreement. The Contractor shall furnish and maintain a detailed inventory of medical equipment and supplies on board its ALS ambulances.

- C. Radio Communications – Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate with CCCDC, Benefis Hospital, GFFR, and other public safety agencies. Contractor shall ensure that each ambulance utilized in the performance of this Agreement is equipped with emergency devices capable of being used to notify ambulance personnel of response needs; and radio communications equipment compatible with CCCDC communications equipment sufficient to meet or exceed the requirements of City or CCCDC policies and procedures. Contractor shall have access to an internal radio communications system including a portable communications link between Contractor's ambulance crews and its dispatch center.

- D. Controlled Substances – The Contractor shall have controlled substance policies and procedures, consistent with Drug Enforcement Administration (DEA) and State of Montana requirements, to govern the storage, inventory, accountability, restocking, and procurement of controlled drugs and substances permitted to be carried and utilized in the provisions of ALS by paramedics.

1. The EMS System Medical Director shall approve all controlled substance policies and procedures.

- E. Safety Equipment – Contractor will follow State and Federal OSHA requirements and shall provide personnel with equipment necessary to ensure protection from illness or injury when responding to an emergency medical request.

- F. Vehicle Maintenance Program – Contractor's vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency ambulance service. The Contractor will maintain ambulances and equipment to the manufacturer's service maintenance schedule.

1. At its cost, Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Any ambulance with any deficiency that compromises, or may compromise, its performance, shall be immediately removed from service.

4.4 Disaster Preparedness

- A. **Disaster Plan** – Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel. The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.
- B. **Disaster Planning** – Contractor shall actively participate with the City in disaster planning. Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the City and with other agencies. The Contractor shall provide field personnel and transport resources for participation in any City disaster drill in which the City disaster plan or multi-casualty incident plan is tested.
- C. **Disaster Response** – If a disaster declaration is made, the City may suspend normal operations and the Contractor shall respond in accordance with the disaster plan. The following provisions may apply, as determined by the Contract Administrator, during and after a disaster:
 1. During such periods, the Contractor may be released, at the discretion of the Contract Administrator, from response time performance requirements for all responses, including response time damages. At the scene of such disasters, Contractor's personnel shall perform in accordance with the City disaster plan.
 2. When disaster response has been terminated, the Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations and shall keep the Contract Administrator informed of factors that limit Contractor's ability to resume normal operations.
 3. During the course of a disaster, the Contractor shall use its best efforts to maintain emergency service throughout the City, and shall suspend or ration non-emergency transport work as necessary.
 4. The City shall assist the Contractor in seeking reimbursement for its costs for any disaster relief monies. Such assistance shall be limited to processing claims for reimbursement equal to 100% of the direct cost of the services, or the allowable standby charge provided for herein, whichever is greater. The City shall have no financial responsibility for these costs or charges other than to provide assistance in processing the claim(s) for payment.
- D. At the scene of a mass-casualty incident (MCI), the Contractor's personnel shall perform as part of the Incident Command System (ICS) structure.

4.5 System Committee Participation

Contractor shall designate personnel to participate in committees that have a direct impact on emergency medical services for the City, to include, but not be limited to, Great Falls EMS Advisory Board, EMS Advisory Board subcommittees, including the quality improvement committee. Personnel participants may include, but not be limited to, president, management, agency medical director, and staff.

4.6 First-Responder Program Support

- A. Contractor agrees to have an effective EMS system that the ALS ambulance and the ALS first-responders must work as a team to deliver the highest-level and most cost-effective service. The EMS delivery system must be integrated rather than segregated.
- B. Disposable items used by GFFR first-responders in providing patient care and treatment shall be replaced by Contractor's personnel at the incident scene. If it is not in the best interest of patient to complete the replacement of disposable items at the incident, GFFR will furnish the Contractor's personnel with a list of items to be replaced accompanied by the name, if known, and incident number of the patient for whom the item was used. The Contractor shall, within 48 hours of receipt of the list of items, re-supply GFFR with all items on such list to be delivered to Fire Station 1, 105 9th Street South, Great Falls, MT.
- C. Within 24 hours, the Contractor shall retrieve and return to GFFR all durable equipment supplied by GFFR in providing EMS and any other GFFR equipment which has come into the Contractor's possession.

SECTION 5 – PERSONNEL

5.1 Clinical and Staffing Standards

City expects that the provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations, and City EMS policies, procedures, and field treatment guidelines. All persons employed by the Contractor in the performance of work under this Agreement shall be competent and shall hold appropriate and currently valid certificates, licenses or accreditations in their respective trade or profession. The Contractor shall be held accountable for its employees' licensure, performance and actions. Changes resulting in a negative fiscal impact to the contractor will be analyzed before implementation.

- A. Ambulance Staffing – Contractor shall, at all times, staff each ambulance with at least one person who is certified and licensed in the State of Montana as a Paramedic and one person who is certified and licensed in the State of Montana as an Emergency Medical technician (EMT). Staffing exceptions will be allowed only during times of disaster declaration.
- B. Management and Supervision – Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. At least one field supervisor with emergency medical experience shall be on-duty or on-call at all times to oversee and provide support to field personnel. The Contractor shall provide to the City a hierarchal table of organization identifying the management positions and their roles and responsibilities.

C. Required Certifications – The Contractor shall follow the State of Montana Department of Public Health and Human Services and the Board of Medical Examiners rules and regulations regarding the licensure and certification requirements of its employees who work in the City.

D. In-Service Training, Continuing Education and Driver Training – Contractor shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training and continuing education.

1. Contractor shall implement a program, to train EMT personnel to assist Paramedics in the provision of advanced life support patient care.
2. Contractor shall maintain an on-going driver training program for ambulance personnel.
3. Contractor shall provide in-service training programs related to the EMS Advisory Board's quality improvement activities and outcomes.
4. Contractor shall allow GFFR personnel to attend in-service training and GFFR will allow Contractor's employees to attend their in-service training programs.
5. All field level staff shall be trained at the ICS-100 and NIMS 700 level and all field supervisors shall be trained at the ICS-300 (based on availability) and NIMS 800 level within 60 days of employment or promotion to supervisor level.
6. Contractor shall provide the City with an annual training compliance letter that documents that the Contractor's employees are properly trained.

5.2 Safety and Infection Control

The Contractor shall comply with all State and Federal safety requirements, including all applicable articles in **Title** 29 of the Code of Federal Regulations.

SECTION 6 – QUALITY/PERFORMANCE

6.1 Continuous Quality Improvement Program

- A. Contractor shall participate in the EMS system continuous quality improvement (CQI) program which interfaces with the local EMS Advisory Board's evolving CQI Program, including participation in system related CQI activities. The EMS system CQI program shall be an organized, coordinated, multi-disciplinary approach to the assessment of pre-hospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The CQI program should not be limited to clinical functions alone. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program shall describe customer services practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled.
- B. Contractor shall submit an update to the City to show compliance with CQI areas for improvement.

6.2 Inquiries and Complaints

Contractor shall provide prompt response and follow-up to written inquiries and complaints by the City. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

SECTION 7 – DATA AND REPORTING

7.1 Data System Hardware and Software

Contractor shall utilize a patient care reporting form or system as approved by the State of Montana.

7.2 Uses and Reporting Responsibilities

The EMS data system shall be used for documentation of patient medical records, continuous quality improvement, and reporting aggregate data as specified by Administrative Rules of Montana and the City. The database system shall contain all EMS responses and patient records. These patient records shall contain a unique identifier for the patient (e.g., automated dispatch system incident number), automated dispatch system information for the response, pre-hospital personnel for the response, patient information (e.g., name, address, insurance), patient history, physical findings, and treatment rendered. Contractor shall comply with the requirements for the patient care report as identified in State and local EMS policies.

7.3 Pre-Hospital Care Reports

Contractor shall complete appropriate documentation and pre-hospital care reports according to State and local EMS policies.

7.4 Inspection of Records and Reports

- A. Contractor shall retain and make available for inspection by the City during the term of the Agreement and for at least a three-year period from expiration of the Agreement all documents and records required and described herein.
- B. At any time during normal business hours, and as often as may reasonably be deemed necessary, the Contract Administrator, or her/his designee, and the EMS 911 System Medical Director, may observe the contractor's operations.
- C. City representatives may, at any time, and without notification, directly observe and inspect the Contractor's operation, ride as "third person" on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's employees in the performance of their duties, and shall, at all times, be respectful of the Contractor's employer/employee relationship.
- D. The City's right to observe and inspect the Contractor's business office operations or records as defined in this agreement shall be restricted to normal hours, except as provided above.

7.5 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191

- A. During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information (Protected Health Information "PHI", as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated there under by the U.S. Department of Health and Human Services (HIPAA Regulations). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required. Contractor shall require subcontractors to abide by the requirements of this section.
- B. For purposes of this section, Protected Health Information means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

SECTION 8 –SUBCONTRACTING

8.1 General Subcontracting Provisions

All subcontracts of Contractor for provision of services under this Agreement shall be notified of Contractor's relationship to City.

- A. Contractor has legal responsibility for performance of all contract terms including those subcontracted.
- B. Nothing in this Agreement, or in any subcontract, shall preclude the City from monitoring the EMS activity of any subcontractor.
- C. There shall be a section in each subcontract requiring prior approval from the City before any subcontract may be modified.
- D. The Contractor shall assure that the subcontractors cooperate fully with the City.
- E. In the event discrepancies or disputes arise between this Agreement and the subcontracts, the terms of this Agreement shall prevail in all cases.

8.2 Relationships and Accountability

Should the Contractor utilize one or more subcontractors to provide any of the Contractor's primary responsibilities, the Contractor shall seek and obtain approval of the subcontract(s) from the City, and provide assurance to the City that each of the subcontractor(s) is professionally prepared for and

understands its role within the system.

- A. The Contractor shall provide clear evidence that the scope of service designed for the subcontractor(s) will enhance system performance capability and provide a cost savings for the EMS System.
- B. If the subcontract(s) and associated scope of work is approved, the Contractor shall be accountable for the performance of the subcontractor(s).
- C. The inability or failure of any subcontractor to perform any duty or deliver contracted performance will not excuse the primary Contractor from any responsibility under this Agreement.
- D. The Contractor shall designate a management liaison to work with the City in monitoring compliance of subcontractors with contractual and system standards.

8.3 Performance Criteria

All non- Great Falls Fire Rescue subcontractors will be held to the same performance criteria as the primary Contractor, with respect to quality improvement activities, medical control, continuing education, and damages for non-compliance. The Contractor shall pay damages for late response times according to the terms of this Agreement as described in **Exhibit B**.

SECTION 9 – ADMINISTRATIVE REQUIREMENTS

9.1 Performance Security

Prior to the commencement of operations under the terms and conditions of this Agreement, Contractor shall obtain and maintain throughout the term of the contract a "contract performance security" in the amount of \$120,000.00. Only in the event that the Contractor commits a major breach, as defined in section 11.1 of this contract, shall the contractor be required to pay the performance security to the City. The contractor shall be able to obtain and maintain Security Performances in one of the following methods acceptable to the City.

- A. Cash; or
- B. An irrevocable letter of credit issued by a financial institution rated at least "A" by Moody's or Standard and Poor's in a form acceptable to the City Legal Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the City upon determination by the City Legal Counsel that Contractor is in major breach and that the nature of the breach is such that the public health and safety are immediately and seriously endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or
- C. An irrevocable guaranty issued by an entity rated at least "A" by Moody's or Standard and Poor's in a form acceptable to the City Legal Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the City upon determination by City Legal Counsel that Contractor is in major breach and that the nature of the breach is such that

the public health and safety are immediately and seriously endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or

- D. A surety bond issued by an insurance company rated at least "A" by Moody's, Standard and Poor's or A.M. Best in a form acceptable to City Legal Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the City upon determination by the City Legal Counsel that Contractor is in major breach and that the nature of the breach is such that the public health and safety are immediate and seriously endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or
- E. Such other forms of security, or a combination of the above methods, that is acceptable to the City.
- F. The irrevocable letter of credit, irrevocable guaranty, or surety bond furnished by the Contractor in fulfillment of this requirement shall provide that such letter of credit, guaranty, or bond shall not be cancelled for any reason except upon thirty (30) calendar days' written notice to the City of the intention to cancel said letter of credit, guarantee, or bond. The Contractor shall, not later than twenty (20) days following the commencement of the thirty-day notice period, provide the City with replacement security in a form acceptable to the City. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, Contractor shall provide replacement security acceptable to the City within twenty (20) days of such occurrence.

9.2 Insurance

Contractor, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance shall be in a form or format acceptable to City Counsel and City Risk Management and shall be primary coverage as respects City.

A. Types of Insurance and Minimum Limits:

1. **Worker's Compensation** – Statutory Worker's Compensation Insurance shall cover all Contractor's staff while performing any work incidental to the performance of this Agreement.
2. **General Liability** – Commercial general liability insurance policy, including automobile coverage, in a form acceptable to the City, of not less than \$2,000,000 per occurrence for bodily injury or death, and \$2,000,000 per occurrence for loss or damage to property; and \$4,000,000 aggregate.

All policies of insurance required in this Agreement shall be issued by insurance companies licensed to do business in the State of Montana. Proof of coverage shall be evidenced by submitting an insurance certificate, or certificates, to the City, which names the City as an additional insured and indicates that the City will be notified no less than thirty (30) days prior to alteration, cancellation, termination, or non-renewal of coverage.

3. Professional Liability – Professional Liability insurance policy of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

9.3 Indemnification

- A. Contractor agrees to defend, indemnify, protect and hold the City, its officers, employees and agents harmless from and against any and all claims asserted, or liability established for injuries or damages to any person or property (including attorney's fees and costs), or losses and causes of action which may arise from or in connection with the performance by the Contractor under this Agreement.
- B. The City agrees to defend, indemnify, protect and hold the contractor, its officers, employees, shareholders and agents harmless from and against any and all claims asserted, or liability established for injuries or damages to any person or property (including attorneys' fees and costs), or losses and causes of action which may arise from or in connection with the performance by the City under this Agreement.

SECTION 10 – FISCAL REQUIREMENTS

10.1 Annual Subsidy

The City is not required to provide any subsidy to the Contractor/Subcontractor(s) for the purpose of this Agreement.

10.2 General Provisions

- A. As compensation for services, labor, supplies, and materials furnished under this Agreement, Contractor shall collect revenues as permitted in this section.
- B. All contractors' accounting records shall be in accordance with Generally Accepted Accounting Principles.
- C. Fiscal year for reporting purposes of this Contract will be January 1, through December 31.

10.3 Billing and Collections

- A. Rates – The Contractor's rates beginning at contract start date are located in **Exhibit D**. Contractor agrees to bill all transports and medical care without discount of City approved rates except as required by Medicare, Medicaid and other government agencies. After the Contractor has exercised its best efforts at full recovery of accounts receivable, it shall negotiate its best recovery possible from self-pay patients through its collections agency services and /or exercise its ability to "write off" the ambulance fees for self pay individuals who can't or won't pay for ambulance services.
- B. Rate Adjustment – Contractor may increase its rates above the annual CPI increase as required to maintain financial stability throughout the contract. Any increases to rates above the annual CPI increase shall be established in accordance with requirements in, Official Code of The City of Great Falls (OCCGF), Section 8.9.375.

- C. CPI Increase – Notwithstanding any other provision hereof, Contractor's rates in any given year shall be increased automatically based on the Annual Western Region Urban Consumer Price Index (CPI) for the previous calendar year. This increase shall be concurrent with the City's CPI increase set forth in paragraph 10.6E, hereof.
- D. Exchange of Information – By providing the City with ambulance services under the provisions of Mont. Code Ann. §7-34-103 and pursuant to the terms of this Contract, Contractor may be provided with patient insurance information (to the extent such information is in the City's possession or control) in order to ascertain proof of financial responsibility for Contractor's services, or as allowed by Montana law. Any information obtained by Contractor in this regard shall be for its confidential use, and shall not be otherwise disseminated. Contractor assumes responsibility for the security of said information.

10.4 Reporting Responsibilities

During the term of this Agreement, Contractor shall provide the documents and reports shown in **Exhibit A**.

10.5 Damages

- A. Contractor shall be liable for the damages shown in **Exhibit B**.
- B. Payment Methodology – City will make final damages determination and invoice the Contractor. Contractor shall pay City monthly for any damages upon receipt and acceptance by the City of performance reports with damages for the previous calendar month.
- C. Damages Disputes – If Contractor disputes City's response time calculation, the imposition of any other damages, or other conflict arises under this Agreement, the parties will use the conflict resolution procedure set forth in OCCGF Section 8.9.345.
- D. Use of Damages Monies – Damage monies shall be expended in a manner that benefits the EMS system as determined by the sole discretion of the City. The EMS System Administrator may seek recommendations from the Contractor, EMS Advisory Board, and other EMS system participants or committees.

10.6 Compensation to City

- A. Dispatch Services – Contractor shall pay the City for emergency medical dispatch services in the amount set forth in Exhibit C attached. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October and January (see **Exhibit C**) of each year of the contract term, unless at the direction of the City Commission the compensation for EMS dispatch services is increased to meet the demands of an enhanced dispatch center. Ambulance rates may need to be increased with the City Commission's approval to meet additional compensation requirements. It is the responsibility of the Contractor to begin payments April 1, 2014. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due. The Cascade County Consolidated Dispatch Center and the City warrants that the foregoing amount is not greater than its actual costs of providing such services.

- B. Oversight and Monitoring – Contractor will pay the City the amount set forth in Exhibit C attached for City staff for services rendered to provide ongoing contract oversight and to ensure Contractor and Subcontractor provides quality medical care. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October and January (see **Exhibit C**) of each year of the contract term. It is the responsibility of the Contractor to begin payments, April 1, 2014. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due.
- C. Medical Direction – Contractor will pay the City the amount set forth in Exhibit C attached for the provision of EMS 911 system medical direction in the form of a part-time EMS 911 System Medical Director position. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October and January (see **Exhibit C**) of each year of the contract term. It is the responsibility of the Contractor to begin payments, April 1, 2014. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due.
- D. Arranging for and Providing Pre-Transport Service Fee Contractor will pay the City the amount set forth in exhibit C attached for City staff arranging for and providing Pre-transport services at the scene of an emergency medical incident in which the Contractor's employees respond. The City allows the Contractor to bill the patient and their third party insurance companies for the services and supplies provided by the City's EMS Services. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October, and January (see **Exhibit C**) of each year of the contract term. It is the responsibility of the Contractor to begin payments, April 1, 2014. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due.
- E. Annual fees – The annual fees, as noted in section 10.6 A through D, shall be increased automatically based on the Annual Western Region Urban Consumer Price Index (CPI) for the previous calendar year.

SECTION 11 – GENERAL CONTRACT REQUIREMENTS

11.1 Contract Termination

Termination– Contractor may terminate this Agreement for no cause by first providing a written notice to City at least six (6) months prior to the termination date, without the termination being considered a breach. City may terminate this Agreement at any time for cause for a major breach of its provisions immediately and seriously affecting the public health and safety, consistent with the provisions herein.

A. "Major Breach" shall include:

1. Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables the City and Contractor to remain in substantial compliance with the requirements of federal, state, and local laws, rules and regulations. Contractor shall have 30 days from receipt of notice of breach to cure such failure.

2. Willful and deliberate falsification of information supplied to the City by the Contractor regarding its ambulance and emergency medical services program and services, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as it relates to the contract.
3. Failure to comply with the response time standard in section 4.1 B. for two consecutive months, or for any three months in a calendar year, shall be a "Minor Breach" of this Agreement. Failure to comply with these response time performance requirements for three consecutive months, or for any four months in a calendar year, shall be a "Major Breach" of this Agreement.
4. Failure to consistently meet or exceed the various clinical and staffing standards required herein (as referred to in 5.1 A)
5. Chronic Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor's submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by the City as provided for herein provided Contractor shall have 30 days from the receipt of notice of such failure.
6. Chronic or persistent failure to comply with conditions stipulated by the City to correct any "Minor Breach" conditions;
7. Failure of the Contractor to cooperate and assist the City in the investigation or correction of any "Minor or Major Breach" of the terms of this Agreement; After written notice by the System Administrator
8. Failure to assist in the orderly transition, or scaling down of services, during the transition to the next contractor if such contract does not include the Contractor;
9. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;
10. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
11. Any other willful acts or omissions of the Contractor that immediately and seriously endangers the public health and safety.
12. Failure to cooperate and follow the direction of the EMS 911 System Medical Director as it relates to plans, policies, and medical standards.
13. If contractor (I) admits in writing its inability to pay its debts generally as they become due, or (II) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, or (III) makes an assignment for the benefit of its creditors, or (IV) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.

14. If Contractor fails to provide the city, with a minimum of 6 months' notice, in writing, that contractor will be discontinuing ambulance operations in the city.

B. "Minor Breaches" shall be defined to mean failure to fulfill any of the terms and conditions of this Agreement for which failures are not already provided for and which failures do not amount to a Major Breach of this Agreement, as that term is defined above. Before such minor breaches are imposed, Contractor shall be given notice by certified mail or hand delivery, of the alleged breach and thirty (30) calendar days to cure the breach or to appeal to the EMS System Administrator.

1. Chronic or persistent failure of the Contractor's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by the Contractor;
2. Failure to participate in the established Continuous Quality Improvement (CQI) program of the EMS Advisory Board, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
3. Failure to comply with required payment of damages within 30 days written notice of the imposition of such damage assessment.

11.2 Declaration of Major Breach and Takeover/Replacement Service

If the City determines that a Major Breach has occurred, and if the nature of the breach is, in the City's opinion, such that public health and safety are endangered, and after Contractor has been given written notice and 30 days to correct such deficiency, Contractor shall cooperate completely and immediately with the City to effect a prompt and orderly takeover or replacement by the City of Contractor's City of Great Falls operations.

If requested by the City, the Contractor shall lease up to three ambulances and equipment in Great Falls, for a term not to exceed 180 days at fair market value in mitigation of any damages to the City, resulting from Contractor's breach or failure to perform. However, during the City's takeover of the ambulances and equipment, the City and the Contractor will be considered lessee and lessor, respectively.

11.3 Dispute After Takeover/Replacement

Contractor shall not be prohibited from disputing any finding of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/ replacement of operations by City. Neither shall such dispute by Contractor delay City's access to Contractor's performance security in accordance with Section 9.1 herein.

Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. Contractor's cooperation with, and full support of, such emergency takeover/ replacement process, as well as the immediate release of performance security funds to City, in accordance with section 9.1 herein, shall not be construed as acceptance by Contractor of the finding of major breach, and shall not in any way jeopardize Contractor's right to

recover any and all damages, including reimbursement of the performance security and any other costs or other expenses incurred as a result of the takeover or replacement should a court later determine that the declaration of major breach was in error. However, failure on the part of Contractor to cooperate fully with City to effect a safe and orderly takeover/replacement of services shall constitute a major breach under this ordinance, even if it is later determined that the original declaration of major breach was made in error.

11.4 Breach Not Dangerous to Public Health and Safety

If the City declares the Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, the Contractor may dispute the City's claim of major breach prior to takeover/replacement of the Contractor's operations by the City.

11.5 Liquidated Damages

The unique nature of the services that are the subject of this Agreement requires that, in the event of major default of a type, that endangers the public health and safety, the City must restore services immediately, and the Contractor must cooperate fully to effect the most orderly possible takeover/replacement of operations. In the event of such a takeover/replacement of the Contractor's operations by the City, it would be difficult or impossible to distinguish the cost to the City of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to the City during an interim period, and the cost of recruiting a replacement Contractor from the normal cost to the City that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of the Contractor's default or from faulty management of the City's costs during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this Agreement. The minimum amount of these additional costs to the City (e.g., costs in excess of those that would have been incurred by City if the default had not occurred) would be not less than the amount identified in the performance security requirement of this Agreement even assuming City's takeover/replacement management team is fully competent to manage the previously contracted functions.

Therefore, in the event of such a declared major breach and takeover/replacement by the City of Contractor's services, Contractor shall pay the City liquidated damages in the amount of \$120,000.00 under the performance security required by this agreement.

11.6 City Responsibilities

In the event of termination of this Agreement, the City shall be responsible for complying with all laws, if any, respecting reduction or termination of pre-hospital medical services.

11.7 "Lame Duck" Provisions

If the Contractor fails to win the bid in a subsequent bid cycle, the City shall depend upon the Contractor to continue provision of all services required under this agreement until the winning contractor takes over operations. Under these circumstances, the Contractor would, for a period of

several months, serve as a "lame duck". To ensure continued performance fully consistent with the requirements of this agreement throughout any such "lame duck" period, the following provisions shall apply:

- A. Throughout such "lame duck" period, Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent agreement to the subsequent winning contractor;
- B. Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor's service and operating costs to maximize profits during the final stages of this contract; and
- C. Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame duck" period, and the City shall not unreasonably withhold its approval of the outgoing Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair Contractor's performance during such "lame duck" period, and so long as such transition activities are prior-approved by the City.

11.8 Equal Employment Opportunity

The Contractor is responsible for complying with and developing equal opportunity policies and procedures as required by State and Federal guidelines.

11.9 Independent Contractor Status

Contractor is an independent contractor and not an employee of the City. Contractor is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes for its employees. Contractor is not entitled to any employee benefits. City agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

By their signatures to this Contract, each party certifies that it is his or her considered judgment that the Contractor engaged under this Contract is in fact an independent contractor.

11.10 Non-Assignment and Non-Delegation

Contractor shall not assign or delegate this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld.

11.11 Conformance to Regulations

Contractor shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.

11.12 Conformance to Law

This Agreement shall be construed and interpreted according to the laws of the State of Montana, the United States of America, and the ordinances of the County of Cascade and the City of Great Falls.

11.13 Reports

The Contractor shall submit written reports of operations, and other reports as requested by City according to the table shown in **Exhibit A**. The format for the content of such reports will be developed by the City in consultation with the Contractor.

11.14 Changes

The City may from time to time request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon between the City and Contractor, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto, signed by both parties and approved by the City.

Amendments or modifications to the provisions of this Agreement, including its term, may be initiated by either party and may be incorporated into this Agreement if it is in writing and approved by the parties.

11.15 Retention of Records, Record Keeping, and Accounting Practices

Contractor shall retain records pertinent to this Agreement for a period of not less than three (3) years after termination of this Agreement. All accounting records shall be kept in accordance with Generally Accepted Accounting Principles. Annually the Contractor shall submit an "Agreed upon Procedures Engagement" Letter from an independent accounting firm complying with GAAP standards.

Any documents provided to the City by the Contractor may be subject to public inspection under Montana law. If a records request for Contractor's information is made, City will notify Contractor of such request. If Contractor intends to claim that any such requested documentation is confidential proprietary, or trade secret information as identified in Mont. Code Ann. §30-14-402, or otherwise under applicable law, it will be required to take any and all steps necessary, including court action, to establish that the information is not subject to public disclosure.

11.16 Force Majeure

Contractor shall not be liable to the City for delays in performing the services contemplated under this agreement or for the indirect cost resulting from such delays that may result from formally declared riots, war, disasters, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party which directly affects the Contract Service Area described in 1.4, above.

11.17 Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be made illegal by any Federal or State statute or regulation or held by any court or by the Office of Inspector General (OIG) of the United States Department of Health and Human Services to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.


IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY OF GREAT FALLS

REVIEWED FOR LEGAL CONTENT

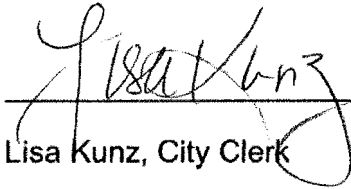


Gregory T. Doyon, City Manager



Sara R. Sexe, City Attorney

ATTEST:



Lisa Kunz, City Clerk



GREAT FALLS EMERGENCY SERVICES, Inc.

By: David L Kuhn

Its: President

STATE OF MONTANA)

County of Cascade : ss.

City of Great Falls)

On this 5 day of June, 2014, before me, a Notary Public in and for the State of Montana, personally appeared David Kuhn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (he/she/they) executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Aspen Northern

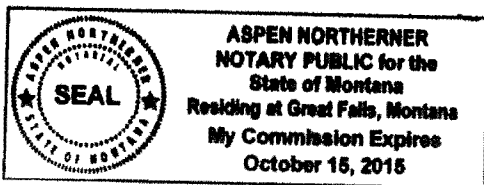
Notary Public for the State of Montana

(NOTARIAL SEAL)

Printed Name: Aspen Northern

Residing at Great Falls, Montana

My Commission Expires: Oct. 15, 2015



SECTION 12 – EXHIBITS

Exhibit A: Reporting Requirements

Exhibit B: Damages

Exhibit C: Quarterly Payment Schedule

Exhibit D: Ambulance Rates

Exhibit E: Response Zone Map

Exhibit F: Non-Emergent Response Damages

Exhibit A: Reporting Requirements

Initial Reporting Requirements			
Report Name	Due Date	Responsible	Submit To
Deployment Plan	Jan. 1, 2014	Contractor	Contract Administrator
EMS Personnel Roster (including information required in 8.9.335 (H))	Jan. 1, 2014	Contractor	Contract Administrator
Hierarchal table of organization identifying the management positions and their roles and responsibilities	Jan. 1, 2014	Contractor	Contract Administrator
Vehicle Inventory	Jan. 1, 2014	Contractor	Contract Administrator
Equipment and Vehicle Replacement Policy	Jan. 1, 2014	Contractor	Contract Administrator

Ongoing Reporting Requirements				
Report Name	Due Date	Frequency	Responsible	Submit To
Deployment Plan changes	30 days prior to change unless emergency adjustment or adding units	As Needed	Contractor	Contract Administrator
Updated deployment maps		Annually	Contractor	Contract Administrator
Response Time Performance Report	On the 10 th of each month for the previous month	Monthly	Contract Administrator	Contractor
Response Time Exemption Request	By the 20 th of each month for the previous month	Monthly	Contractor	Contract Administrator
Notification of major regulatory actions or sanctions	Within 10 business days of notification by a governmental agency	As Needed	Contractor	Contract Administrator
Ongoing Reporting Requirements				

Report Name	Due Date	Frequency	Responsible	Submit To
Notification of any major enforcement actions, and of any litigation or other legal or regulatory proceeding	Within 10 business days of notification	As Needed	Contractor	Contract Administrator
Vehicle List Changes		As Needed	Contractor	Contract Administrator
Records of Vehicle maintenance	Within 5 business days of a written request from the City	Annually	Contractor	Contract Administrator
Vehicle and equipment failure reports	Within 3 business days of written request from the City	As Needed	Contractor	Contract Administrator
Number of emergency responses and transports		Monthly	Contractor	Contract Administrator
Incidents in which Contractor's personnel fail to comply with protocols and/or contractual requirements	Within 2 business days of notification	As Needed	Contractor	Contract Administrator
Complete listing of all written service complaints received and their disposition/resolute		As Needed	Contractor	Contract Administrator
Agreed upon Procedures Engagement Letter from an independent accounting firm according to section 11.15 herein	120 after the close of the Contractor's fiscal year	Annually	Contractor	Contract Administrator
Ongoing Reporting Requirements				

Report Name	Due Date	Frequency	Responsible	Submit To
Response to City inquiries about service and/or complaints	Within 5 business days of a written request from the City	As Needed	Contractor	Contract Administrator
Violations of the Administrative Rules of Montana Title 37 – Department of Public Health and Human Services, Chapter 104 or Montana Code Annotated Title 50 – Health and Safety, Chapter 6 – Emergency Medical Services.	Immediately upon notification from a government agency	As Needed	Contractor	Contract Administrator

Exhibit B: Damages

Damages for Failure to Meet Response Time Standard

The Contractor shall pay the City \$10.00 per minute for each call that does not meet the response time standard (limit per applicable call to be \$100.00). These damages would be assessed on an individual call basis to begin at 12 minutes and 01 seconds for the urban area, 15 minutes and 01 seconds for the rural areas and 23 minutes and 01 seconds for super rural areas. Each response time infraction as noted above will be weighed against the primary response times according to section 4.1, B. (See Chart-1) Response time exemption will apply according to section 4.1, C.

<u>URBAN</u>	<u>RURAL</u>	<u>SUPER RURAL</u>
12:01-13:00 \$30.00	15:01-16:00 \$30.00	23:01-24:00 \$30.00
13:01-14:00 \$40.00	16:01-17:00 \$40.00	24:01-25:00 \$40.00
14:01-15:00 \$50.00	17:01-18:00 \$50.00	25:01-26:00 \$50.00
15:01-16:00 \$60.00	18:01-19:00 \$60.00	26:01-27:00 \$60.00
16:01-17:00 \$70.00	19:01-20:00 \$70.00	27:01-28:00 \$70.00
17:01-18:00 \$80.00	20:01-21:00 \$80.00	28:01-29:00 \$80.00
18:01-19:00 \$90.00	21:01-22:00 \$90.00	29:01-30:00 \$90.00
19:01-20:00 \$100.00	22:01-22:00 \$100.00	30:01-31:00 \$100.00

Damages for Failure to Respond to 911 Emergency Incidents

In the event the Contractor fails to respond to, or is unable to respond within 20 minutes of initial dispatch, when the City transports pursuant to an emergency medical request, the Contractor shall pay the City \$500.00 damages per incident. Damages for the 4th and subsequent calls will not be imposed when three (3) calls have already been dispatched in any given rolling 20 minute interval. The damages referred to herein are in lieu of, and not in addition to, any other response time damages referred to herein.

Damages for Failure to Comply with Code III Speed Limits

Contractor shall pay the City \$250.00 for each incident that is verified and documented, in which the Contractor's personnel exceed the posted speed limit by more than 10 miles per hour when responding to a code III call.

Damages for Failure to Meet Ambulance Staffing or Clinical Standards

Contractor shall pay City \$250.00 whenever an ambulance not staffed as required in this Agreement responds to an emergency medical request, except in a declared MCI or disaster situation. Within 72

hours of discovery, Contractor shall provide the Contract Administrator with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.

Damages for Failure to Provide Data to Determine Compliance

Each time an ambulance is dispatched and the ambulance crew fails to report on-scene time without a valid reason; Contractor shall pay City \$50.00. When on-scene time cannot be provided, unless a valid reason is provided, response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid the damage, Contractor may demonstrate to the satisfaction of the City an accurate on-scene time.

Failure to comply with the EMS 911 System Medical Director's Orders and Protocols

Chronic failure on part of the Contractor to follow EMS protocols and orders given by the EMS 911 System Medical Director the Contractor shall pay the City \$150.00. The EMS 911 System Medical Director shall provide a written report to the EMS System Administrator explaining the infraction and a brief description of corrective actions and plans for improvement on the part of the Contractor.

Minor Breach

The City may impose damages not to exceed one hundred dollars (\$100.00) for each breach that constitutes a "Minor Breach" of the contract and that has not been cured within 30 days, and /or a mutually agreed upon time frame by both parties, from date of official notice being given by the City or designee.

"Minor Breaches" shall be defined as failure to fulfill any of the terms and conditions of this Agreement which do not amount to a "Major Breach."

Before damages for Minor Breach are imposed, the Contract Administrator, or designee, shall give the Contractor written notice of the alleged Minor Breach and opportunity to cure the breach or otherwise respond to the allegations of breach.

Monthly Response Time Compliance

Each month that the Contractor does not comply with the response time requirement in each response zone at the 90% mark, Contractor shall pay the City \$100.00 for each tenth (0.1) of a percentage point below 90%. A response zone must have a minimum of one hundred (100) EMS responses for this performance standard to apply.

The EMS System Administrator has the authority to waive damages when it is in the best interest of the EMS system.

Exhibit C: Quarterly Payment Schedule

Description of Service	Annual Amount ¹	Quarterly Payment ²
Dispatch Services from CCCDC	\$25,842.85	\$6,460.71
EMS System Oversight and Monitoring	\$ 9,897.25	\$2,474.31
EMS 911 System Medical Director	\$ 7,917.81	\$1,979.45
Pre-Transport Service Fee	\$ 21,993.92	\$5,498.47
Totals	\$65,651.83	\$16,412.94

Notes:

1 Annual amount will be increased according to the CPI provisions detailed in the contract.

2 Quarterly payments to the City are due on the first day of the new quarter, April 1, July 1, October 1, and January 1.

Exhibit D: Ambulance Rates

<u>Advanced Life Support</u>	<u>Cost</u>
ALS Emergency	\$1059.03
ALS 2 Emergency	\$1059.03
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Night Charge	No Charge (typical \$100-\$300)
ALS Treatment w/o Transport	\$100
Oxygen	\$ 73.82
I.V. Supplies	\$ 62.67
ALS Routine Supplies	\$ 84.49
Intubations Supplies	\$ 90.29
Defibrillation Supplies	\$ 73.29
EKG Supplies	\$ 13.28
Mileage (per loaded mile)	\$ 20.98
Medications are in addition to ALS and ALS2 charges	
<u>Basic Life Support</u>	<u>Cost</u>
BLS Emergency	\$901.82
Night Charge	No Charge (typical \$100-\$300)
BLS Treatment w/o Transport	\$50
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Oxygen	\$ 73.82
BLS Routine Supplies	\$ 63.21
EKG Supplies	\$ 13.28
Mileage (per loaded mile)	\$ 20.98
Standby (one hour minimum)	\$75.00 per hour, not to be duplicated with ALS or BLS charges.
Standby (each additional 15 minutes)	\$18.00

If you have any questions regarding your ambulance charges or our reimbursement rates, contact the GFES Manager at 406-453-5300 to discuss. Thank you.

Exhibit E: Response Zone Map

Response Zone Maps on File and available on request;

City of Great Falls

Fire Station-1,

105 9th Street South,

Great Falls Mt

Phone Number: (406) 727-8070

Exhibit F, Non-Emergent Response Damages

NON-EMERGENT DAMAGES TIMES

18:01-19:00	\$30.00
19:01-20:00	\$40.00
20:01-21:00	\$50.00
21:01-22:00	\$60.00
22:01-23:00	\$70.00
23:01-24:00	\$80.00
24:01-25:00	\$90.00
25:01-26:00	\$100.00

AMENDMENT NUMBER 1
TO THE
AGREEMENT WITH GREAT FALLS EMERGENCY SERVICES AND THE CITY OF
GREAT FALLS, MONTANA FOR CITYWIDE 911 EMERGENCY AMBULANCE
SERVICES

THIS AMENDMENT is entered into as of September 18, 2018, by and between, the City of Great Falls, a Municipal Corporation, hereinafter referred to as "City," and Great Falls Emergency Services, Inc., hereinafter referred to as "Contractor." The parties agree as follows:

1. The City and Contractor entered into an Agreement for Citywide 911 Emergency Ambulance Services (Contract) on May 21, 2014. The term of said Contract is set to expire May 21, 2019.
2. The Contractor has advised the City that it cannot meet its obligations under the Contract, because of staffing shortages; a failure to provide ALS ambulance transport on the part of the Contractor could be considered a major breach of contract according to the Contract at Section 11.4.
3. In the interests of public safety and the adequate provision of emergency services, the City recognizes the need to consider a short-term trial amendment to the terms and conditions of the Contract as stated herein, and thus agrees to a short-term trial amendment to the terms and conditions of the Contract, without waiving any other rights under the existing Contract.
4. Enforcement of the terms of Section 2.2.A. of the Contract is suspended, and the terms are replaced by the following, to apply during the remainder of the Contract term:

Provide a minimum two ALS staffed and equipped ambulances to provide pre-hospital emergency medical care and transport services to emergency medical calls within the City twenty-four (24) hours each day, seven (7) days a week, without regard to the patient's financial status. Any additional ambulances above the minimum of two can be staffed at the BLS level. If a GFFR paramedic is provided to increase care level of BLS ambulance to ALS level and conducts transport to a receiving facility, the GFFR will be the Authority Having Jurisdiction (AHJ) of EMS care.

5. The following language is added to the Contract terms, to apply during the remainder of the Contract term:


Exhibit B: ALS Intercept

The Contractor agrees to pay a \$100.00 dollar fee to the City each time GFFR Firefighter/Paramedics, in their discretion, increase service delivery of the ambulance to ALS level for patient care.


6. All other conditions and provisions of the Contract remain in full force and effect, and are hereby ratified and affirmed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1 the day and year first above written.

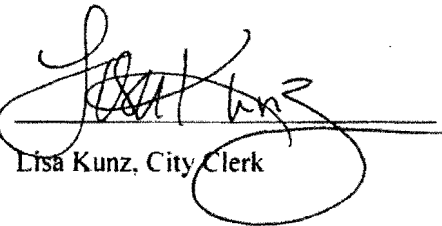
GREAT FALLS EMERGENCY SERVICES, INC.

By: 
Its: PRESIDENT, DAVID L. KUHN

CITY OF GREAT FALLS

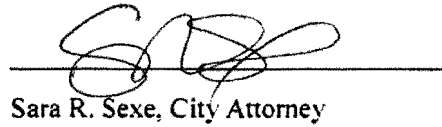
By: 
Gregory T. Doyon, City Manager

Attest:

By: 
Lisa Kunz, City Clerk



Approved as to Form:

By: 
Sara R. Sexe, 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.



Item: Tourism Business Improvement District (TBID) 2019/2020 Budget Amendment

From: Rebecca Engum, Great Falls Montana Tourism Executive Director

Initiated By: Tourism Business Improvement District Board of Directors

Presented By: Rebecca Engum, Great Falls Montana Tourism Executive Director

Action Requested: Set a Public Hearing for the Tourism Business Improvement District 2019/2020 Budget Amendment.

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (set/not set) a public hearing for the 2019/2020 Tourism Business Improvement District Budget Amendment in the amount of \$52,100 for June 16, 2020.”

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

Staff Recommendation: The TBID recommends the City Commission set a public hearing for the 2019/2020 TBID Budget Amendment.

Background:

The Commission approved the 2019/2020 TBID Budget and Work Plan on July 16, 2019. In the plan Air Service was identified as an opportunity.

The TBID has placed assessment funds into reserves to be used for strategically aligned specific purposes are declared as obligations available for expenditure according to the reserve purpose in the Fiscal Year needed.

The TBID Board approved an amendment of \$52,100 to the budget to accommodate reserve spending to invest in Great Falls’ Low-Cost Air Initiative and financial investment to support increased direct air service by carriers into the Great Falls International Airport.

COVID-19 has had impacts on the Convention, Meetings, and Groups strategy. To better position Great Falls for recovery, the TBID Board approved an amendment to transfer funds from Convention, Meetings, and Groups to Leisure Travel strategy.

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 increased budget funds are coming from previously received TBID Assessment that have been placed in reserves.

Alternatives:

The City Commission could request TBID Board cut expenses to meet approved 2019/2020 Budget.

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:

Approved 2019/2020 Work Plan

Approved 2019/2020 Budget

TBID Approved Budget Amendment

4-16-2019 Board of Directors Meeting Minutes

MONTANA'S BASECAMP FOR

Art - AND -
ADVENTURE



2020 Marketing Plan

July 1, 2019—June 30, 2020



EXECUTIVE SUMMARY

Great Falls Montana Tourism is the Destination Management Organization [DMO] focused on promoting the city to overnight visitors. We will leverage the Montana Brand and use paid, owned, and earned media to orient overnight **visitors to Great Falls'** unique spectacular unspoiled nature and the only in Great Falls breathtaking experiences that can be had by day, with the ability to come back to the relaxing hospitality of our community to renew their spirit for the next day. By developing trip ideas, itineraries around specific events, we will facilitate extended stays in Great Falls, a vibrant and charming small town full of art and modern amenities, prior to **departing for adventures in more of Montana's** spectacular, unspoiled nature.

Great Falls Montana Tourism will work alongside the leaders at Cascade County and in the community to bring the Future of Montana ExpoPark into reality. We will incentivize the development of new events that will provide rave worth experiences for overnight visitors. We will encourage that sharing of positive content and experiences.

Our team is focused on strengthening the economy by promoting the uniqueness of Great Falls, Montana to overnight visitors that will result is Great Falls being THE place in Montana to visit for a genuine experience with the funding received in partnerships with our Great Falls lodging facilities.

SUCCESS

In July 2017 our unified marketing effort was launched with one tourism website, VisitGreatFallsMontana.org, and aggressive digital and social media placements being focused on our target markets, nationally and regionally. We saw the highest impressions in our history.

In September 2017 our Business Development Director started building relationships with meeting planners and submitting aggressive Great Falls focused responses to proposals, landing 8 projects to date.

Our leadership role alongside the Cascade County Commissioners to create a Multipurpose Event Center in Great Falls [Study in 2014] and keep Montana ExpoPark a thriving public asset has resulted in draft long-range master plan.

We consolidated our operations from 15 Overlook Dr into 100 1st Ave N, Lower Level Suite and reallocated this expense to recruiting meetings and conventions and marketing to overnight visitors.

All these strategic decisions have aided in a 15% increase in visitation in 2018. Room demand topped the highest point in 4 years, with 3.3% increase over 2017.

We have a refreshed strategic plan, a strategically aligned staff team, and a media partner that is working to leverage our paid media spend to produce maximum return. We anxiously look forward to the results we can produce in 2020!

VISION

Be THE place in Montana to visit for a genuine experience!

MISSION

Strengthen our economy by promoting the uniqueness of Great Falls, Montana to visitors.

VALUES

Authentic | Innovative | Bold | Accountable |
Respectful | Passionate | Results Focused |
Trust | United | Honest

PRIORITIES

Grow Tourism | Develop the Destination |
Advocate for Tourism

INTENDED RESULTS

5% Increase in Overnight Visitation
2% Increase in New Overnight Visitors
5% Increase in Average Length of Stay
10% Increase in Average Daily Spend
6 New Conventions
25% Increase in Instagram Audience
20% Increase in Facebook Audience

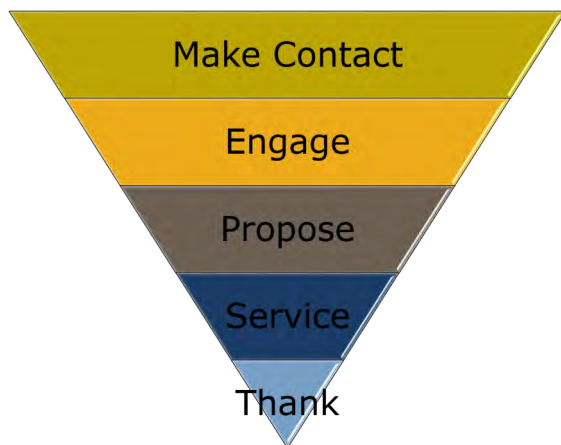




STRATEGY

1 | Promote Great Falls to planners and coordinators of meetings and conventions that have events that will fill multiple properties for multiple days when room demand is at 70% or below.

TACTICS | Great Falls Montana Tourism will utilize a strategic sales funnel to process leads into confirmed business.



We will begin by making contact to facilitate education about Great Falls, Montana through strategic outreach which will include:

- EmpowerMINT+ Database Mining
- Hosted Buyer Events
- Bring it to the Basecamp Presentations

From there, we will qualify leads, convert into prospects and submit proposals that showcase innovative ideas and pre and post travel itineraries. Once the business is secured, we will service them with what we committed to, which can include:

- Building attendance for hosted business
- Connecting with local service providers and key leadership
- Fundraising support
- Assisting with securing room blocks

While in market, Great Falls Montana Tourism will provide hosted welcoming services, including digital agendas on our Visit Great Falls app, with the objective of assisting attendees with experiencing Great Falls, and encourage a return leisure trip. Upon completion, we will follow-up with thank you cards and surveys to determine satisfaction and attendance numbers.

Great Falls Montana Tourism will strategically deploy impact and recruitment incentives and familiarization tours to secure business.

Throughout the process, Great Falls Montana Tourism will maintain communications through our Bring it to the Basecamp emails that will continue to educate and inspire meeting planners to consider Great Falls as the location for their next project.

RESULTS | New Conventions; Increase in Overnight Visitation; Increase in New Overnight Visitors; Increase in Average Length of Stay; Increase in Average Daily Spend

STRATEGY 1 BUDGET | \$146,200

2 | Increase overnight visitors year-round by promoting the uniqueness of Great Falls to leisure travelers.

TACTICS | Great Falls Montana Tourism will

utilize branded paid, owned and earned media, a printed and online guide to Great Falls, trade shows, and the www.VisitGreatFallsMontana.org website to inspire, orient, and facilitate an overnight traveler to the experiences available in Great Falls.

PAID MEDIA | We will use Banik to develop a results focused paid media plan that will rely heavily on digital placement, supplemented by print placements during key travel decisions months. Investment will be more focused to influence travel during late spring, summer and early fall. The Tourism Team will coordinate with Banik on the placement of any Montana Department of Tourism and Business Development led Joint Venture opportunities.

COLLABORATIVE MARKETING | Great Falls Montana Tourism will work with Banik to develop marketing opportunities for our members to buy into that will promote their business and leverage the Basecamp Brand.

OWNED MEDIA | The Tourism Team will develop and implement an annual content calendar to inspire interested markets. We will use the following media with the current followers:

Facebook [6,606]	Instagram [1,196]
YouTube [44]	Basecamp Blog
Website Events	Website Trip Ideas
LinkedIn	Social Toaster [6]

These audiences choose to follow us. Posting content continually inspires them to travel to Great Falls. Growing these audiences increases the number of people who will be inspired to come to Great Falls. Asking these audiences to share and engage in our content increases the reach of our message.

We will send Adventure Awaits emails directly to our database of over 65,000 subscribers throughout the year.

EARNED MEDIA | We will continue to leverage the stories that are written about Great Falls, encourage stories to be written, as well as connect with newly stationed personnel at Malmstrom Airforce Base during monthly



briefings and other events that will connect base residents and their families with Great Falls.

TRADE SHOWS | This will be used to share the Basecamp story, gain insight from target markets and increase email lists with package giveaways. This tactic is resource intensive with staff time and booth costs. Great Falls Montana Tourism will consider only options in key target markets and look for partnerships.

RESULTS | Increase in Overnight Visitation; Increase in New Overnight Visitors; Increase in Average Length of Stay; Increase in Instagram Audience; Increase in Facebook Audience; Increase in Average Daily Spend

RESULTS | Increase in Overnight Visitation; Increase in New Overnight Visitors; Increase in Average Length of Stay; Increase in Average Daily Spend; Increase in Instagram Audience; Increase in Facebook Audience

STRATEGY 2 BUDGET | \$244,500

3 | Create events and experiences that position Great Falls competitively through Montana and the Northwest.

TACTICS | Great Falls Montana Tourism will use two different granting cycles to accept proposals from groups who are looking to create new events and grow events that align with our vision, mission and objectives.

WESTERN ART WEEK | This is a comprehensive signature event for our community, where we still have 20% capacity in room demand. Great Falls Montana Tourism will continue to take a lead role in promoting all the weeks activities

through www.WesternArtWeek.com. We will collect details of each shows events and **promote the week's activities through paid, owned and earned media.**

Great Falls Montana Tourism and 3 other groups produce a show guide. To reduce duplication, we will look to jury the selection of an official Western Art Week show guide that will utilize the Western Art Week branding.

GREAT FALLS MONTANA RESTAURANT WEEK | **After it's second year, this event has failed to gain traction in the local market and hasn't** resulted in room demand increases. We will look for a partner interested in taking the lead on this event, which we will support with paid, owned, and earned media.

RESULTS | Increase in Overnight Visitation; Increase in New Overnight Visitors; Increase in Average Length of Stay

STRATEGY 3 BUDGET | \$139,146

SUPPORT | We saw a 30% increase in website visitors with the launch of our new website in July 1, 2017. We will see another increase by the end of this year, however, need to continually improve our website to keep interest. We will make investments to keep our website relevant, fresh and updated.

Great Falls Montana Tourism will continue to make investments in fresh and new photos and videos to support all of our efforts.

We will utilize our general funds to take advantage of community promotion opportunities.

SUPPORT BUDGET | \$21,200





PROCESS

Developing and growing the tourism effort is driven by market and consumer behavior research. This research ensures the delivery of a specifically crafted trip planning message during a critical stage of the consumer purchase process in targeted markets on specific platforms.

Knowing what activities visitors like to experience, how they make decisions, and how to help influence the decisions at each stage all form the cornerstones to Great Falls Montana **Tourism's marketing strategies.**

Great Falls Montana Tourism invests in paid media placement, developing compelling content, and leveraging that content through owned media.

The Montana Department of Commerce's Office of Tourism and Business Development makes significant investment to support the inspiration stage of the trip planning cycle. Great Falls Montana Tourism leverages that investment with joint marketing opportunities and focusing efforts on orienting.

As part of the orientation step of the trip planning process, Great Falls Montana Tourism provides infographics on direct flights, drive time, and distance from our target markets to support the message that making a trip to the **city can be done in a day or less. That "getting here" message is supported by various trip ideas for weekend trips and weeklong vacations.** One of our one-day trips shows how to spend a day in Great Falls before an evening concert – highlighting day hikes, kayaking, fishing, and shopping along with dining options

to make a memorable time connected to an event.

THE BASECAMP BRAND

From every direction, Montana's spectacular, unspoiled nature calls you closer – from two of America's most amazing national parks, a short drive in either direction, to the miles of trails along the Missouri River and beyond, it is all accessible beginning right in Great Falls. It beckons you to discover Montana's rugged and alluring outdoors freely with independence.

One of the greatest things about our community is we are welcoming, down-to-earth and proud of what we have. We are forward thinking and unapologetic about creating a future based on our potential. Great Falls is a place where you feel more independent, more liberated from conformity and convention. You are more free to pursue your passion, from outdoor recreation to embracing your inner artist.

It's a place where you can be in the middle of an evolving and vibrant downtown life near the riverfront and yet never far from getting away from it all. If you look at life as a wonderful, ever-changing adventure (as we do), we invite you to come to a place where you can live it abundantly, celebrate your independence every single day.

Great Falls provides a basecamp for a wide range of outdoor adventures and offers a haven of rich arts, culture, and history in a vibrant, modern community where an expansive, **unspoiled, diverse landscape renews one's spirit!**

1. We share the unique stories.

2. We keep it conversational.
3. We play up our diverse landscapes.
4. We show hospitality in our community.
5. We use dynamic images and videos.
6. We are consistent in our style.

VOICE | We use specific words to reinforce the attributes of our community. These words include:

Independent | Adventurous | Innovative | Tenacious | Confident | Loyal | Resourceful | Fun | Courageous | Potential | Growth | Refreshing | Creative | Focused | Scenic | Freedom | Alluring | Artistic | Rugged | Spirited | Real | Curiosity | Genuine | Open | Breathtaking | Authentic | Vibrant | Hospitable

TARGET MARKETS

LEISURE PROFILE | Our current overnight visitor to Great Falls is a couple who have been here before and drove here for vacation. They tend to be:

55-74 years old with \$50,000 - \$150,000 HHI

To attract new customers, we will target:

35-44 years old with \$50,000—\$150,000 HHI

We will use geographic, demographic, and psychographic targeting to market to current customers and attract new customers. Our psychographic groups are:

- Historian | Enjoys Lewis & Clark, Charlie Russell and the Plains Indians and the mark they each left on Great Falls.
- Moderate Adventurer | Enjoys getting out into nature to hike, watch wildlife, fish, bike, and kayak, but come back into Great Falls in the evening to enjoy the local brewery, a

live performance, and a comfortable bed.

- Weekender | Comes to Great Falls for a specific event. These include festivals, performances, weddings, and sporting events.
- Active Family | Enjoys museums, and the vast collection of them here, the outdoor recreation, and the history.
- Bleisure | Arrives before or stay after business related travel to engage in leisure experiences.

Each profile helps us craft our message and where and how to place our owned and paid media.

LOCATION | Great Falls will target the following geographic locations.

Seattle WA	Missoula MT
Denver CO	Billings MT
Chicago IL	Kalispell MT
Minneapolis MN	Lethbridge AB
Phoenix AZ	Calgary AB
Salt Lake City UT	Cheyenne WY
	Bismarck ND

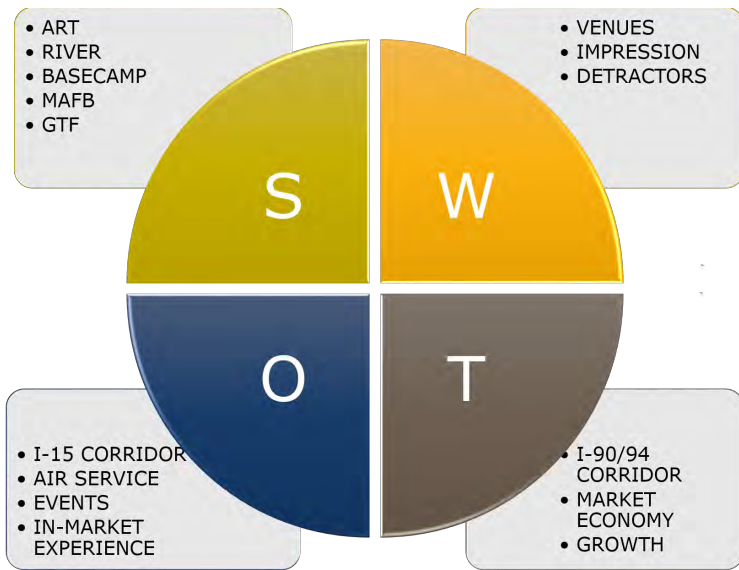
BUSINESS PROFILE | Great Falls Montana Tourism targets meeting planners with multi-day events for 250+ people in outdoor recreation, agriculture, arts, history, culture, or **other areas of Great Falls' competitive advantage.**

LOCATION | The target will be meeting planners looking for locations in the Western United States, focusing in on the Northwest Region, and the Rocky Mountain Region of the Northwest.



ANAYLSIS

The appeal of Montana’s spectacular, unspoiled nature inspires people to travel to the fourth largest state in the US and experience its over 100 vibrant and charming small towns that provide impressive outdoor experiences. As a result, Great Falls competes within the state, as well as the Northwest region and the nation to orient and facilitate the visitor to experience **Montana’s Basecamp for Art & Adventure.**



STRENGTHS

- Art | In the broadest sense of the term, Great Falls has art—from statutes and **murals on the river’s edge trail and downtown**, to state parks and museums that capture our history and culture, to restaurants who source local food, to residents who create masterpieces on canvasses or using batik, and our entrepreneurs who create industry changing products. Great Falls is creative, innovative, and full of art.
- River | The Missouri River connects **Great Falls’ history to the Plains Indians, Corp of Discovery**, mining and electricity. Today it provides access to outdoor recreation, bird viewing, a path for scenic drives, and a backdrop for stunning photography.
- Basecamp | In about an hour or less from Great Falls, you can be in the Rocky Mountain Front and the greater Bob Marshall Wilderness Complex, Sluice Boxes State

Park and the Little Belt Mountains, the Highwood Mountains, on Holter Lake, at Smith River, Sun River. And, just a little further in Glacier National Park.

- Malmstrom | 3,300 personnel, along with **their families, are stationed in Great Falls’** air force base. The base itself draws national **contractor business, and the personnel’s** extended family come to visit.
- GTF | Our international airport is small and accessible, offering direct flights from Seattle, Denver, Las Vegas, Minneapolis, Phoenix, Salt Lake City, and seasonally to Chicago.

WEAKNESS

- Venues| Tried and true, our facility infrastructure is stable but suffers from deferred maintenance and lack of capital investment for industry demanding improvements.
- Impression| Immediate thoughts of Montana include mountains, roaming wildlife, and backpacking adventures, and Great Falls is a modern community on the Missouri River with an industrial history.
- Detractors | 34% of Great Falls residents hold a low-self image of and are negative about the community being a great place to visit.

OPPORTUNITIES

- I-15 Corridor | Great Falls is roughly halfway between Salt Lake City, Utah, and Edmonton, Alberta (via Highway 2 in Alberta, Canada). Through traffic provides a chance to convert travelers for experiences and events. 55% of travelers drive through Great Falls without spending a night.
- Air Service | United, Delta, Alaska, and Allegiant are great partners, however, there are opportunities to add carriers and direct flights.
- Events| Signature events give visitors a specific time to travel to Great Falls. We have room to add more.
- In-Market Experience | The Missouri River

amazing; however, we are missing the opportunity to make it, and other experiences, easier to access. Great Falls can benefit from easy access equipment rentals, tour guides, facilitated experiences, and review worthy interactions.

THREATS

- I-90/I-94 CORRIDOR | This Montana route has larger communities with larger population bases, sees higher traffic counts, and has had more success in event routing than I-15.
- Market Economy | Volatility in the local economy of our target market communities can directly impact travel decisions.
- Growth | The success of peer and benchmark communities related to increased retail experiences and capital investments in infrastructure have increased their tourism budgets to attract more visitors, causing Great Falls to lag behind.

BENCHMARK COMMUNITIES

Billings MT | Missoula MT | Bozeman MT | Kalispell MT | Casper WY | Boise ID | Sioux Falls SD | Grand Forks ND | Bismarck ND

OVERNIGHT VISITOR HISTORY

Great Falls saw 1 million overnight visitors in 2018, a 15% increase over 2017. Alberta was unseated as the #1 location our overnight visitors came from, with our top 5 markets being:

- Washington 14%
- Alberta 13%
- Wyoming 7%

- Colorado 7%
- Arizona 6%

Our overnight visitors top 5 activities were:

- Scenic driving 58%
- Day hiking 33%
- Nature photography 32%
- Wildlife watching 27%
- Recreational shopping 26%

Alberta has historically been a strong recreational shopping market for Great Falls. With changes in the retail landscape nationally, the recreational shopping, and thus the number of Canadian travelers have been impacted.

The Business traveler continues to trail the Leisure Traveler, with only 16% of overnight visitors being here for a convention or meeting. We saw a jump in single overnight visitors to 36% and an increase to 3% of overnight visitors traveling with a business associate.

Our overnight visitors primarily arrive by vehicle (58%), however, air travel has increased over previous years and is now 23%, up 5% from last year. Spending has decreased 3%, from \$204 million [2016] to \$198 million [2017]. Repeat overnight visitors has increased 3% and new overnight visitors are still in decline, 1% over the past year, and 5% since 2016.

Room demand increased 3.3% in 2018 [STR], reaching its highest level in 4 years. We have seen an increase in room supply as well, resulting in occupancy (a percentage of demand over supply) being down.



GREAT FALLS, MONTANA

Great Falls is the 3rd largest city in the Nation's 4th largest state. With 1 million residents in the State and just under 60,000 residents in the city, the open space appeals to residents and non-residents alike. Last year alone, 12 million people visited Montana, and 1 million spent a night in Great Falls.

Great Falls is Montana's Basecamp for Art and Adventure. Designed for independent, outdoor adventurers and planners of meetings, Great Falls provides a true, authentic Montana experience. Our community sits on the banks of the Missouri River in the center of the State. Great Falls is a basecamp to the Rocky, Big Belt, Highwood, and Little Belt Mountain Ranges; each providing public access for a variety of outdoor recreation. It is also a basecamp to the Sun and Smith Rivers; Belt Creek, and Holter Lake; it is 2.5 hours south of the East entrance to Glacier National Park, and 3.5 hours north of the North Entrance to **Yellowstone National Park.** Great Falls' access to a variety of outdoor adventures is complimented by a haven of rich arts, culture, and history in a vibrant, modern community where you can renew your spirit.

Great Falls is Montana's Museum Capital. Famed Cowboy artist and humanitarian, Charlie Russell made Great Falls, Montana his basecamp and the museum that bears his name has the **largest collection of Russell's work, the complex has his studio and home, and The C.M. Russell Museum has been named Montana's Museum worth driving for.** The Lewis & Clark Interpretive Center has North America's most extensive display of the Lewis & Clark expedition. First **People's Buffalo Jump is North America's** Largest and is a National Historic Landmark. The remaining museums in Great Falls celebrate our history, the life of Brother Van, modern artists, the railroad, the artwork of Sister Mary Trinitas Morin and Mother Raphael Schweda, the military missions at Malmstrom Air Force Base, and a hands-on **Children's Museum.**

Great Falls becomes the Western Art Capital of the World for one week in March, in celebration of **Charlie Russell's birthday.** This signature

event brings in over 750 artists at 15+ shows for a variety of auctions, direct purchase, quick finishes, demonstrations, lectures, music and more.

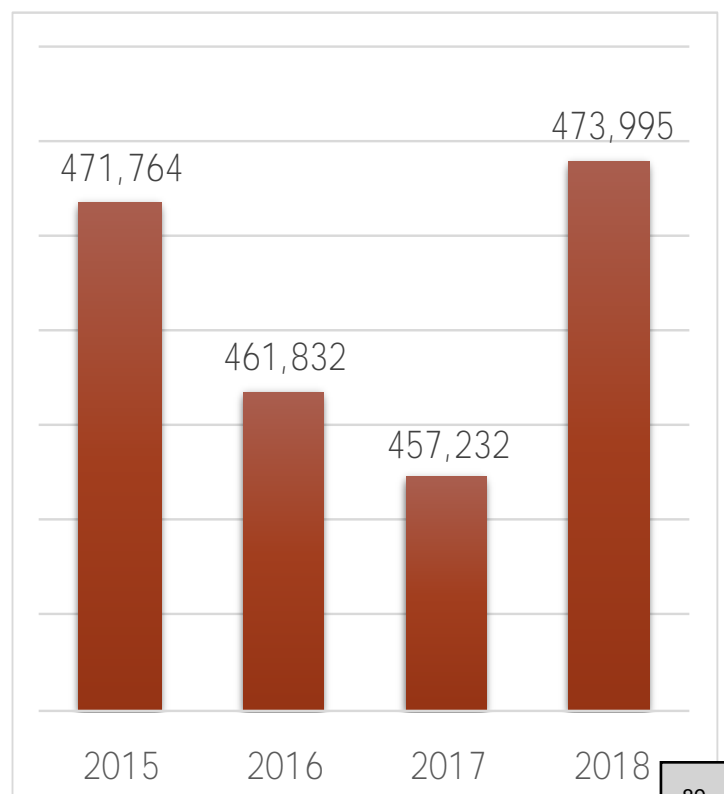
Tourism is a critical driver of the Great Falls economy, accounting for 8% of the GDP. Businesses that make up the Tourism Industry account for 3,080 jobs and over \$72 million in payroll locally. Tourism Industry businesses account for over \$33 million in property taxes. **Great Falls' tourism industry accounts for 9% of Montana's total overall tourism impact, and the State, the City and the Region's tourism** economy is driven by outdoor recreation.

ROOM INVENTORY

Great Falls will have 2,292 rooms available any given night across 30 properties beginning in July 2019. Our inventory by property is broke down by room capacity with:

- 17% with less than 30 Rooms
- 57% with 31—99 Rooms
- 27% with 100+ Rooms

Room demand had been in decline since 2015. We saw an increase in 2018, we are now moving in the right direction, however, we have a more work to do.



2020 BUDGET

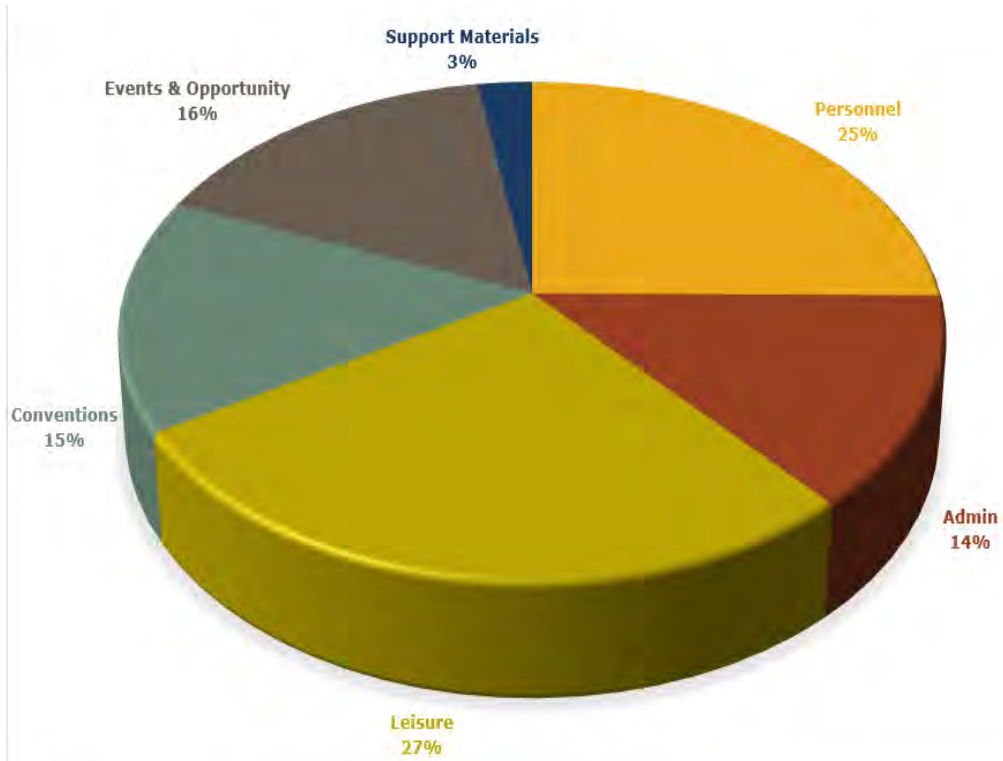
Great Falls Montana Tourism was successful in renewing the Tourism Business Improvement District with an increase in assessments for properties with 30+ rooms. Additionally, room demand increases in the past year provided additional accommodations facility use tax funds to be available.

July 1, 2019 - June 30, 2020

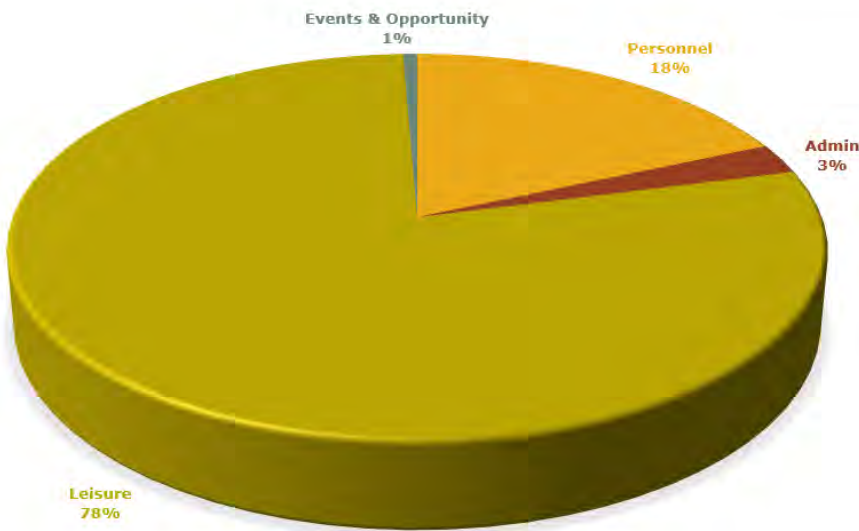
DRAFT

	CVB	GENERAL	TBID	Total		National
Income						
Bed Tax	\$153,152	\$0	\$0	\$153,152		
TBID Assessment	\$0	\$0	\$692,000	\$692,000		
Membership	\$0	\$10,000	\$0	\$10,000		
Advertising	\$0	\$0	\$2,500	\$2,500		
Total Income	\$153,152	\$10,000	\$694,500	\$857,652		
Expenses						
Personnel						
Wages	\$28,230	\$0	\$137,490	\$165,720		
Payroll Expense		\$0	\$49,716	\$49,716		
Total Personnel	\$28,230	\$0	\$187,206	\$215,436	25%	40%
Administration						
Rent	\$0	\$0	\$14,400	\$14,400		
Memberships	\$0	\$0	\$15,000	\$15,000		
Subscription	\$0	\$0	\$27,460	\$27,460		
Phone	\$0	\$0	\$5,220	\$5,220		
Maintenance	\$0	\$0	\$2,040	\$2,040		
Supplies	\$0	\$0	\$13,000	\$13,000		
Postage	\$0	\$0	\$1,000	\$1,000		
Insurance	\$850	\$0	\$2,800	\$3,650		
Professional Fees	\$1,550	\$0	\$19,650	\$21,200		
TAC	\$1,500	\$0	\$0	\$1,500		
Professional Development	\$0	\$0	\$10,000	\$10,000		
Travel	\$0	\$0	\$2,500	\$2,500		
Total Admin	\$3,900	\$0	\$113,070	\$116,970	14%	12%
Leisure Traveler Marketing	\$108,522	\$0	\$101,478	\$210,000	24%	
Conventions Meetings & Groups	\$0	\$0	\$128,400	\$128,400	15%	
ExpoPark	\$0	\$0	\$0	\$0	0%	
Opportunity	\$1,000	\$0	\$130,000	\$131,000	15%	
Photo and Video Library	\$0	\$0	\$10,000	\$10,000	1%	
Visitor Guide	\$6,500	\$8,000	\$0	\$14,500	2%	
Joint Venture	\$5,000	\$0	\$0	\$5,000	1%	
Trade Shows	\$0	\$0	\$5,000	\$5,000	1%	
Website	\$0	\$0	\$10,000	\$10,000	1%	
Community Promotion	\$0	\$2,000	\$0	\$2,000	0%	
App	\$0	\$0	\$1,200	\$1,200	0%	
Events	\$0	\$0	\$8,146	\$8,146	1%	
Total Expenses	\$153,152	\$10,000	\$694,500	\$857,652	61%	48%
Net Profit	\$0	\$0	\$0	\$0		

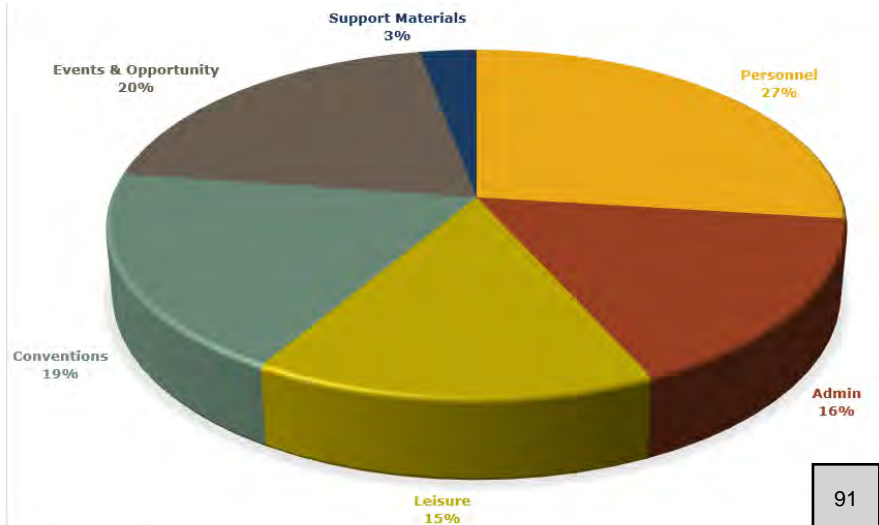
2020 TOTAL BUDGET



2020 ACCOMODATION TAX BUDGET



2020 ASSESSMENT FUNDS BUDGET





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406-761-4406 | Information@VisitGreatFallsMontana.org

100 1st Ave N, Lower Level Suite, Great Falls Montana 59401

Great Falls Montana Tourism Budget Summary
July 1, 2019 - June 30, 2020

	CVB	GENERAL	TBID	Total		National
Income						
1 Bed Tax	\$153,152	\$0	\$0	\$153,152		
2 TBID Assessment	\$0	\$0	\$692,000	\$692,000		
3 Membership	\$0	\$10,000	\$0	\$10,000		
4 Advertising	\$0	\$0	\$2,500	\$2,500		
Total Income	\$153,152	\$10,000	\$694,500	\$857,652		
Expenses						
Personnel						
5 Wages	\$28,230	\$0	\$137,490	\$165,720		
6 Payroll Expense		\$0	\$49,716	\$49,716		
Total Personnel	\$28,230	\$0	\$187,206	\$215,436	25%	40%
Administration						
7 Rent	\$0	\$0	\$14,400	\$14,400		
8 Memberships	\$0	\$0	\$15,000	\$15,000		
9 Subscription	\$0	\$0	\$27,460	\$27,460		
10 Phone	\$0	\$0	\$5,220	\$5,220		
11 Maintenance	\$0	\$0	\$2,040	\$2,040		
12 Supplies	\$0	\$0	\$13,000	\$13,000		
13 Postage	\$0	\$0	\$1,000	\$1,000		
14 Insurance	\$850	\$0	\$2,800	\$3,650		
15 Professional Fees	\$1,550	\$0	\$19,650	\$21,200		
16 TAC	\$1,500	\$0	\$0	\$1,500		
17 Professional Development	\$0	\$0	\$10,000	\$10,000		
18 Travel	\$0	\$0	\$2,500	\$2,500		
Total Admin	\$3,900	\$0	\$113,070	\$116,970	14%	12%
19 Leisure Traveler Marketing	\$108,522	\$0	\$101,478	\$210,000	24%	
20 Conventions Meetings & Groups	\$0	\$0	\$128,400	\$128,400	15%	
21 ExpoPark	\$0	\$0	\$0	\$0	0%	
22 Opportunity	\$1,000	\$0	\$130,000	\$131,000	15%	
23 Photo and Video Library	\$0	\$0	\$10,000	\$10,000	1%	
24 Visitor Guide	\$6,500	\$8,000	\$0	\$14,500	2%	
25 Joint Venture	\$5,000	\$0	\$0	\$5,000	1%	
26 Trade Shows	\$0	\$0	\$5,000	\$5,000	1%	
27 Website	\$0	\$0	\$10,000	\$10,000	1%	
28 Community Promotion	\$0	\$2,000	\$0	\$2,000	0%	
29 App	\$0	\$0	\$1,200	\$1,200	0%	
30 Events	\$0	\$0	\$8,146	\$8,146	1%	
Total Expenses	\$153,152	\$10,000	\$694,500	\$857,652	61%	48%
Net Profit	\$0	\$0	\$0	\$0		

Great Falls Montana Tourism Budget Summary
July 1, 2019 - June 30, 2020

ADOPTED 4-16-2020

	CVB	GENERAL	TBID	Total	National	\$ +/-	%	
Income								
1 Bed Tax	\$174,475	\$0	\$0	\$174,475		\$21,323	14%	
2 TBID Assessment	\$0	\$0	\$779,677	\$779,677		\$0	0%	
3 Membership	\$0	\$5,900	\$0	\$5,900		-\$4,100	-41%	
4 Advertising	\$0	\$0	\$0	\$0		-\$2,500	-100%	
Total Income	\$174,475	\$5,900	\$779,677	\$960,052		\$14,723	2%	
Expenses								
Personnel								
5 Wages	\$28,230	\$0	\$127,490	\$155,720		-\$10,000	-6%	
6 Payroll Expense		\$0	\$49,716	\$49,716		\$0	0%	
Total Personnel	\$28,230	\$0	\$177,206	\$205,436	21%	40%	-\$10,000	-5%
Administration								
7 Rent	\$0	\$0	\$14,400	\$14,400		\$0	0%	
8 Memberships	\$0	\$0	\$15,000	\$15,000		\$0	0%	
9 Subscription	\$0	\$0	\$27,460	\$27,460		\$0	0%	
10 Phone	\$0	\$0	\$5,220	\$5,220		\$0	0%	
11 Maintenance	\$0	\$0	\$2,040	\$2,040		\$0	0%	
12 Supplies	\$0	\$0	\$13,000	\$13,000		\$0	0%	
13 Postage	\$0	\$0	\$1,000	\$1,000		\$0	0%	
14 Insurance	\$850	\$0	\$2,800	\$3,650		\$0	0%	
15 Professional Fees	\$1,550	\$0	\$19,650	\$21,200		\$0	0%	
16 TAC	\$1,500	\$0	\$0	\$1,500		\$0	0%	
17 Professional Development	\$0	\$0	\$7,000	\$7,000		-\$3,000	-30%	
18 Travel	\$0	\$0	\$2,500	\$2,500		\$0	0%	
Total Admin	\$3,900	\$0	\$110,070	\$113,970	12%	12%	-\$3,000	-3%
19 Leisure Traveler Marketing	\$129,845	\$0	\$226,155	\$356,000	37%	\$58,323	20%	
20 Conventions Meetings & Groups	\$0	\$0	\$101,900	\$101,900	11%	-\$26,500	-21%	
21 ExpoPark	\$0	\$0	\$0	\$0	0%	\$0	0%	
22 Opportunity	\$1,000	\$0	\$180,000	\$181,000	19%	\$50,000	38%	
23 Photo and Video Library	\$0	\$0	\$10,000	\$10,000	1%	\$0	0%	
24 Visitor Guide	\$6,500	\$8,000	\$0	\$14,500	2%	\$0	0%	
25 Joint Venture	\$5,000	\$0	\$0	\$5,000	1%	\$0	0%	
26 Trade Shows	\$0	\$0	\$5,000	\$5,000	1%	\$0	0%	
27 Website	\$0	\$0	\$10,000	\$10,000	1%	\$0	0%	
28 Community Promotion	\$0	\$0	\$0	\$0	0%	-\$2,000	-100%	
29 App	\$0	\$0	\$1,200	\$1,200	0%	\$0	0%	
30 Events	\$0	\$0	\$8,146	\$8,146	1%	\$0	0%	
Total Expenses	\$174,475	\$8,000	\$829,677	\$1,012,152	72%	48%	\$66,823	7%
Net Profit	\$0	-\$2,100	-\$50,000	-\$52,100		-\$52,100		



**Boards of Directors Meeting Agenda
Great Falls Convention and Visitors Bureau & Great Falls
Tourism Business Improvement District**

Thursday, April 16, 2020 | 9:00 AM – 10:25 AM | <https://zoom.us/j/5456501810>; ID: 545 650 1810

CVB Board: Wayne Thares, Gayle Fisher, Steve Herrig, Susan Shannon, Wendy Lee, Kerry McInerney, Brett Doney, Kaylene Kershner, Scott Letre, Karen Venetz

TBID Board: Sandra Johnson-Thares, Becky Amaral-Miller, Scott Shull, David Buckingham, Robert Dompier

Staff: Marisela Hazzard, Kristin Dayao, Rebecca Engum

9:00 | 1. Welcome, Call to Order, Introductions – Kaylene Kershner, Sandra Thares

9:02 | 2. Public Comment – Kaylene Kershner, Sandra Thares
Opportunity for public comment related to items on the agenda

No public comment.

9:03 | 3. Consent Agenda – Kaylene Kershner, Sandra Thares
Convention and Visitors Bureau Board of Directors
a) approve 2-20-2020 Minutes
b) accept February Financials
c) accept March Financials

CVB ACTION TAKEN

Motion made to approve consent agenda. Seconded. No discussion. All in favor. None Opposed. The motion passed.

Tourism Business Improvement District Board of Directors

- d) approve 2-20-2020 Minutes
- e) accept February Financials
- f) accept March Financials

TBID ACTION TAKEN

Motion made to approve consent agenda. Seconded. Discussion made regarding the \$10k committed to Special Olympics. All in favor. None Opposed. The motion passed.

9:06 | 4. Montana ExpoPark Campaign Agreement – Rebecca Engum
Tourism Business Improvement District Board of Directors approve/reject Montana ExpoPark Campaign Agreement and authorize Chair to sign on behalf of Tourism Business Improvement District.

TBID ACTION TAKEN

Motion made to approve Montana ExpoPark Campaign Agreement and Authorize Chair to sign on behalf of Tourism Business Improvement District. Seconded. Discussion made to reach out to other businesses to start engaging more. All in favor. None Opposed. The motion passed.

9:11 | 5. The Future of Montana ExpoPark Directors Dos and Dents & Talking Points – Rebecca Engum

Discuss Director responsibilities connected to The Future of Montana ExpoPark Plan.

9:14 | 6. Budget Amendment for 2020 – Rebecca Engum

Convention and Visitors Bureau Board of Directors approve/reject amendment to 2020 Budget.

CVB ACTION TAKEN

Motion made to approve the amendment to the 2020 Budget. Seconded. No Discussion. All in Favor. None Opposed. The motion passed.

Tourism Business Improvement District Board of Directors approve/reject amendment to 2020 Budget.

TBID ACTION TAKEN

Motion made to approve the amendment to the 2020 Budget. Seconded. No Discussion. All in Favor. None Opposed. The motion passed.

9:16 | 7. TBID Assessment Policy – Sandra Johnson-Thares

Tourism Business Improvement District Board of Directors approve/reject Assessment Policy.

TBID ACTION TAKEN

Motion made to approve the TBID Assessment Policy. Seconded. Discussion regarding how a property knows it's been assessed 100% so that it can appeal. Also discussed added August as a month to be able to appeal in. All in Favor. None Opposed. The motion passed.

9:25 | 8. Waive Membership Investment for Fiscal Year 2021 – Wayne Thares

Convention and Visitors Bureau Board of Directors approve/reject waiving fiscal year 2021 Membership Investment. Any credits would be applied to 2022 membership. New members in 2021 must complete membership application to be considered members.

CVB ACTION TAKEN

Motion made to approve waiving fiscal year 2021 membership investment. Seconded. Discussion made regarding existing members getting a years pass, revenue taking a hard hit, and about membership dues not being members priority payments at this moment. All in favor. None Opposed. The motion passed.

9:30 | 9. 2021 Marketing Plan – Rebecca Engum

Convention and Visitors Bureau Board of Directors approve/reject 2021 Marketing Plan.

CVB ACTION TAKEN

Motion made to approve 2021 Marketing Plan. Seconded. Discussion made about concerns with taxes due, not receiving normal funds, and reaching out for funds available to supplement losses. All in favor. None opposed. The motion passed.

Tourism Business Improvement District Board of Directors approve/reject 2021 Marketing Plan.

TBID ACTION TAKEN

Motion made to approve 2021 Marketing Plan. Seconded. Discussion made that changes could be applied to the marketing plan weekly. All in favor. None opposed. The motion passed.

9:40 | 10. 2021 Budget – Rebecca Engum

Convention and Visitors Bureau Board of Directors approve/reject 2021 Budget.

CVB ACTION TAKEN

Motion made to approve 2021 Budget. Seconded. No discussion. All in favor. None opposed. The motion passed.

Tourism Business Improvement District Board of Directors approve/reject 2021 Budget.

TBID ACTION TAKEN

Motion made to approve 2021 Budget. Seconded. No discussion. All in favor. None opposed. The motion passed.

9:45 | 11. Appoint CVB Nominating Committee – Kaylene Kershner

Chair designate 3 members to present a slate of 4 candidates for members to consider for Director to serve from 7-1-2020 to 6-30-2023.

Kaylene designated Wayne Thares, Brett Downey, and Brian Thompson to present a slate of 4 candidates for members to consider for Director to serve from 7-1-2020 to 6-30-2023.

9:50 | 12. Reports

1. Great Falls Area Lodging Association – Karen Venetz

Karen Venetz gave report.

2. Business Development Pipeline – Kristin Dayao

Kristin Dayao gave report.

3. Executive Director – Rebecca Engum

Rebecca Engum gave report.

10:15 | 13. Partner Updates – Kaylene Kershner, Sandra Thares

Updates on key initiatives, exciting developments, and important efforts affecting Great Falls, Montana.

Updates provided on Gayle remaining in her position through December 2020, awarding RFPs to Wendt and Banik, with a budget of \$200,000 Gayle will not be publishing a travel planner, and GFDA has been helping businesses apply for SBA economic disaster loans and payroll protection program.

10:25 | 14. Public Comment – Kaylene Kershner, Sandra Thares
Opportunity for public comment related to Tourism in Great Falls, Montana.

No Public Comment.

10:25 | 15. Adjourn – Kaylene Kershner, Sandra Thares



Item: Approve Final Payment: 43rd Street North/8th Avenue North Street Reconstruction, Office File 1679.9

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, Environmental Division Manager

Action Requested: Consider and Approve Final Payment for Office File 1679.9

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) the Final Payment for the 43rd Street North/8th Avenue North Street Reconstruction in the amount of \$5,511.60 to Geranios Enterprises, Inc., and \$55.67 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents and to make the payments.”

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

Staff Recommendation: Approve Final Payment.

Summary:

This project was initiated to reconstruct a portion of 43rd Street North from the north cul-de-sac to a point 50-feet south of the intersection with 8th Avenue North.

Background:

Purpose:

43rd Street North was originally constructed in 1978. The pavement exhibited signs of distress and was at the end of its useful design life. There were also drainage issues with storm water ponding and not flowing adequately to the storm drain inlets.

Project Work Scope:

The project consisted of reconstructing approximately 250-feet of roadway, including installation of valley gutters, curb and gutter, sidewalk, ADA curb ramps along with landscape restoration.

Final Payment:

The original contract was awarded on August 7, 2018 in the amount of \$199,911.96. The final project cost is \$222,690.86 which is \$22,778.90 more than originally awarded and approved. During

construction, it was discovered that the groundwater table was at or near the street subgrade. In an effort to remove the soft areas within the project and improve the strength of the road foundation, changes were made to the project. City commission approved the change order for this project on July 16, 2019.

Conclusion:

City staff recommends making the Final Payment. City staff has verified that Geranios Enterprises has completed all work and punch list items in accordance with the plans and contract. The two-year warranty period started at the time of substantial completion which was June 21, 2019.

Fiscal Impact:

The total project was funded through City Street funding. No additional funding is required.

Alternatives:

The City Commission could vote to deny approval of the final payment.

Attachments/Exhibits:

Final Pay documents

Vicinity Map

PROJECT FUNDING/EXPENDITURE SUMMARY

OF 1679.9, 43rd St N and 8th Ave N Street reconstructon

PREPARED BY THE CITY ENGINEERS OFFICE: RJB

DATE: 07/01/2019

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: Geranios Enterprises	<i>Improvements other than Buildings</i> 2520-31-531-49310	69,384.56	140,056.20	5,511.60	5,511.60		220,463.95	220,463.96	(0.01)
	2520-31-531-49310							0.00	0.00
		69,384.56	140,056.20	5,511.60	5,511.60	0.00	220,463.95	220,463.96	(0.01)
	DATE	12/17/2018	7/1/2019	12/10/2020	5/18/2020				

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MT. DEPT. OF REV. 1%	<i>Improvements other than Buildings</i> 2520-31-531-49310	700.85	1,414.71	55.67	55.67		2,226.91	2,226.90	0.01
	2520-31-531-49310							0.00	0.00
		700.85	1,414.71	55.67	55.67	0.00	2,226.91	2,226.90	0.01
	DATE	12/17/2018	7/1/2019	12/10/2020	5/18/2020				

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MISCELLANEOUS	<i>Improvements other than Buildings</i> 2520-31-531-43590	99.50					5,000.00	99.50	4,900.50
								0.00	0.00
		99.50	0.00	0.00	0.00	0.00	5,000.00	99.50	4,900.50
	DATE	43,313.00							
VENDOR	Tribune								

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW391805					
	2520-31-531-49310	Improvements other than Buildings	222,690.86	222,690.86	0.00
	2520-31-531-49310		0.00	0.00	0.00
	2520-31-531-43590		5,000.00	99.50	4,900.50
TOTALS			227,690.86	222,790.36	4,900.50

Project Totals 227,690.86 222,790.36 4,900.50

APPLICATION FOR PAYMENT NO. FINAL

To: The City of Great Falls _____ (OWNER)
From: Geranios Enterprises Inc. _____ (CONTRACTOR)
Contract: 43rd Street North / 8th Avenue North Street Reconstruction Office File 1679.9
Project: Street Reconstruction
OWNER's Contract No. OF 1679.9 ENGINEER's Project No. PW391805
For Work accomplished through the date of: May 1, 2020

1.	Original Contract Price:	\$ <u>199,911.96</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>22,778.90</u>
3.	Current Contract Price (1 plus 2):	\$ <u>222,690.86</u>
4.	Total completed and stored to date:	\$ <u>222,690.86</u>
5.	Retainage (per Agreement):	
	<u>0</u> % of Completed Work: \$ _____	
	____ % of stored material: \$ _____	
	Total Retainage:	\$ <u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>222,690.86</u>
7.	Less previous Applications for Payments:	\$ <u>217,123.59</u>
8.	Gross Amount Due this application: (6 minus 7):	\$ <u>5,567.27</u>
9.	Less 1% State Gross Receipts Tax:	\$ <u>55.67</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$ <u>5,511.60</u>

Accompanying Documentation:

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated _____
_____ CONTRACTOR

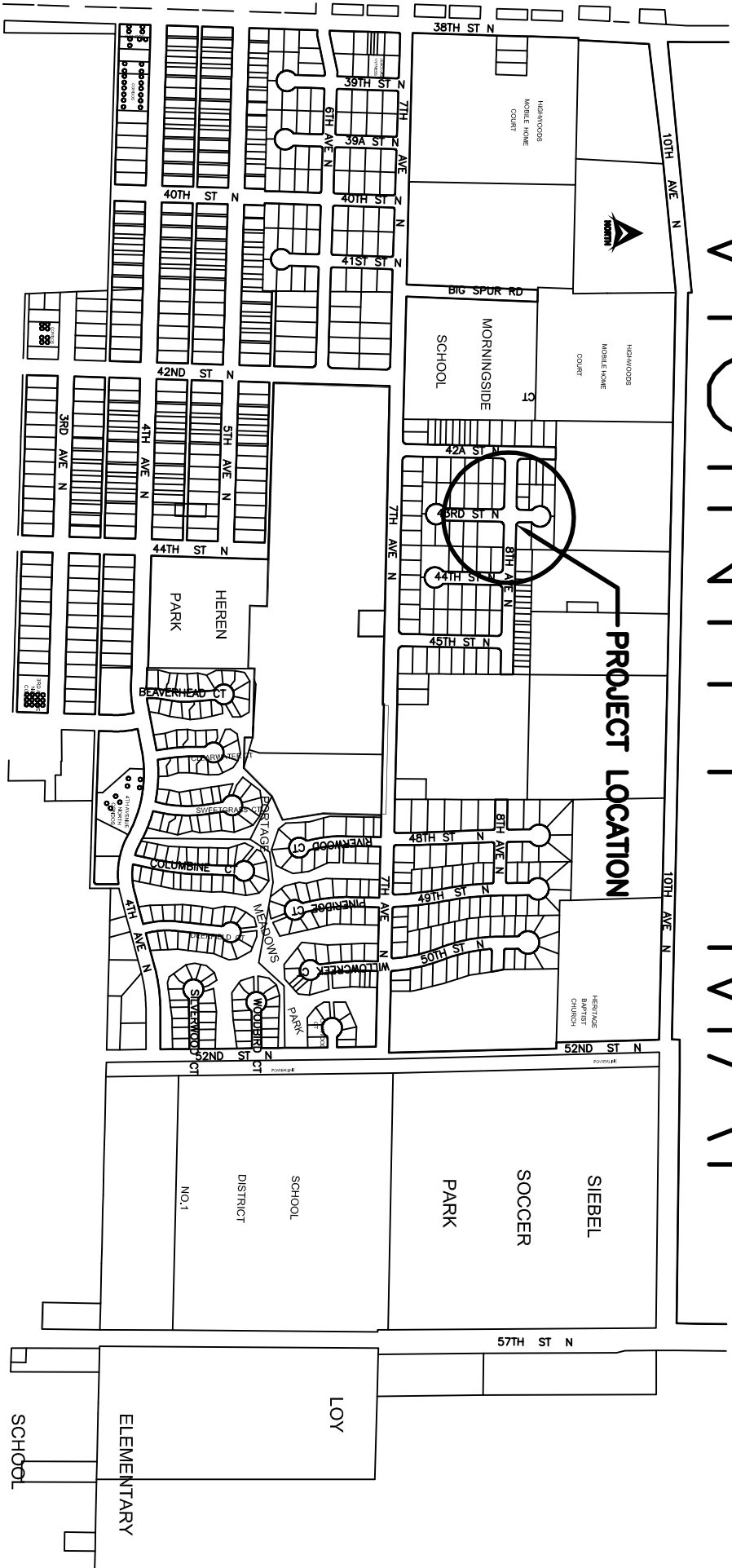
By: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____
_____ ENGINEER

By: _____

VICINITY MAP





Item: Construction Contract Award: River’s Edge Trail Slide Repair, OF 1726.1
From: Public Works Department/Engineering Division
Initiated By: Park and Recreation Department
Presented By: Steve Herrig, Park and Recreation Director
Action Requested: Consider Bid and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (award/not award) a contract in the amount of \$294,600.00 to Sletten Construction for the River’s Edge Trail Slide Repair project, and authorize the City Manager to execute the agreements.”

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

Staff Recommendation: Approve construction contract award.

Background:

Background

A landslide occurred along the River’s Edge Trail in 2019 due to steep slopes, unstable soils, and a natural spring.

Significant Impacts

The project located approximately ½ mile southwest of The Lewis and Clark Interpretive Center along the Missouri River includes a sheet pile and tie back system and drain pipes to repair the landslide on the River’s Edge Trail.

Workload Impacts

TD&H provided design services for the project and will perform construction inspection. City Engineering staff will provide contract administration duties.

Purpose

The remedial improvements will restore the trail embankment and surface back to its original condition and help prevent future landslides.

Project Work Scope

A new sheet pile retaining wall system will be installed and anchored into the existing bedrock using helical tie-backs. A new directionally drilled culvert pipe along with an underdrain on the uphill side of the trail will drain surface water and groundwater caused by a natural spring. A fence will be installed above the retaining wall for safety. The landslide area will be re-graded to improve the stability of the embankment and drainage above and below the trail. Disturbed areas will be restored by dryland grassland seeding.

Evaluation and Selection Process

Two bids were received and opened on May 20, 2020. The base bids ranged from \$294,600.00 to \$318,630.00 with Sletten Construction providing the low bid.

In addition to the Base bid, two Additive bid items were included to extend the improvements beyond the main slide area. The low bidder submitted a bid in the amount of \$40,000.00 for the Additive bid items. For funding reasons the additives are not part of the Award recommendation.

Conclusion

City Staff recommends awarding the construction contract to Sletten Construction for the Base bid in the amount of \$294,600.00.

Fiscal Impact:

The attached bid tabulation summarizes the received bids. This project will be funded through the Missouri-Madison River Fund Grant with contributions from the River's Edge Trail Foundation, NorthWestern Energy, and the City of Great Falls.

Alternatives:

The City Commission could vote to deny award of the construction contract and re-bid, or cancel the project.

Attachments/Exhibits:

Bid tabulation attached

Vicinity map attached

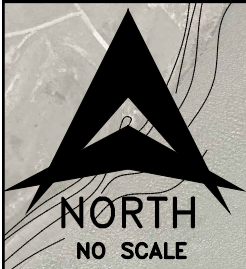
RIVER'S EDGE TRAIL SLIDE REPAIR , O. F. 1726.1

BID TABULATION

20-May-20

Item #	Description of Pay Items	Qty	Unit	Sletten		Geraniums		Engineer's Estimate	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
Base Bid									
101	All Work Complete	1	LS	\$274,600.00	\$274,600.00	\$298,630.00	\$298,630.00	\$225,840.00	\$225,840.00
102	Miscellaneous Work	20,000	Unit	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00
					\$294,600.00		\$318,630.00		\$245,840.00
Bid Additive #1									
151	Ten Additional LF of Wall	1	LS	\$20,000.00	\$20,000.00	\$28,900.00	\$28,900.00	\$20,000.00	\$20,000.00
Bid Additive #2									
201	Ten More Additional LF of Wall	1	LS	\$20,000.00	\$20,000.00	\$28,900.00	\$28,900.00	\$20,000.00	\$20,000.00
Total Bid									
					\$334,600.00		\$376,430.00		\$285,840.00

O.F. 1726.1 VICINITY MAP



GIANT SPRINGS RD

RIVER DRIVE N.

PROJECT LOCATION



Item: Purchase of Leaf Collection Equipment
From: Doug Alm, Vehicle Maintenance Manager
Initiated By: Public Works Department
Presented By: Paul Skubinna, Environmental Division Manager
Action Requested: Approve Purchase

Suggested Motion

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of two leaf collection machines, one leaf box, one hooklift, one chassis and one chip box from Normont of Great Falls through H-GAC; and Montana Peterbilt of Missoula through Sourcewell, formerly known as NJPA, for a total of \$345,259.99”

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

Staff Recommendation: Staff recommends that the City Commission approve the purchase of two leaf collection machines, one leaf box, one hooklift, one chassis and one chip box from Normont of Great Falls through H-GAC; and Montana Peterbilt of Missoula through Sourcewell, formerly known as NJPA, for a total of \$345,259.99.

Background:

Purpose

These units will be used in the Park & Recreation Forestry Division for leaf collection.

Evaluation and Selection Process

The City of Great Falls has a membership with H-GAC (Houston-Galveston Area Council) to view their competitive bid contracts. As an H-GAC member, the City of Great Falls can interact directly with awarded vendors to facilitate a purchase. This also allows the City of Great Falls to work with the H-GAC contract manager to verify pricing, answer contract questions or any other questions that may arise.

The City of Great Falls has a membership with Sourcewell to view their competitive bid contracts. As a Sourcewell member, the City of Great Falls can interact directly with awarded vendors to facilitate a purchase. This also allows the City of Great Falls to work with the Sourcewell contract manager to verify pricing, answer contract questions or any other questions that may arise.

Conclusion

The bid specifications from H-GAC and Sourcewell meet specifications for the leaf collection equipment.

Fiscal Impact: Funds for this unscheduled purchase will come from the Park District Improvement Fund, Park & Recreation Forestry Division, Public Works Street Division, and the Public Works Utilities/Environmental Division. The purchase of this equipment will eliminate the assistance each year of employees from these or any other Public Works Divisions outside of the Forestry Division.

• Park District Improvement Fund 2512-64-637-49410	\$ 97,359.00
• Park & Recreation Forestry Division 2510-64-635-49410	\$ 66,720.99
• Public Works Street Division 2520-31-531-49010	\$ 90,590.00
• Public Works Utilities/Environmental Division 5315-31-567-49010	<u>\$ 90,590.00</u>
Total	\$345,259.99

Equipment Purchase Split

Sourcewell Contract Acceptance and Award Cab & Chassis – Montana Peterbilt		
Montana Peterbilt – Quote Cab & Chassis		\$ 78,177.00
Normont – Quote Hooklift Slider		
Normont – Quote Hooklift Slider		<u>\$ 49,140.00</u>
	Sub-total	\$127,317.00
H-GAC Contract Worksheet Hooklift 406514		
Normont – Quote Hooklift 406514	Sub-total	\$ 87,412.99
H-GAC Contract Worksheet Leaf Pro 406507		
Normont – Quote Leaf Pro 406507	Sub-total	<u>\$130,530.00</u>
	Total Purchase	\$345,259.99

Alternatives: The City Commission could vote to reject the purchase of the leaf collection equipment.

Attachments/Exhibits:

- Sourcewell Contract Acceptance and Award Cab & Chassis – Montana Peterbilt and Normont Hooklift
 - Montana Peterbilt – Quote Cab & Chassis
 - Normont – Quote Hooklift Slider
- H-GAC Contract Worksheet Hooklift 406514 – Normont
 - Normont – Quote Hooklift 406514
- H-GAC Contract Worksheet Leaf Pro 406507 – Normont
 - Normont – Quote Leaf Pro 406507

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

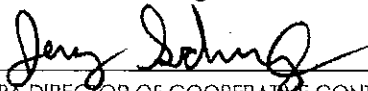
NJPA Contract #: 081716-PMC

Proposer's full legal name: Peterbilt Motors Company

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be November 15, 2016 and will expire on November 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on November 15, 2016

NJPA Contract # 081716-PMC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Robert P Woodall - Peterbilt Motors Company

Authorized Signatory's Title Asst General Mgr - Sales & Marketing



VENDOR AUTHORIZED SIGNATURE

Robert P. Woodall

(NAME PRINTED OR TYPED)

Executed on _____, 20__

NJPA Contract # 081716-PMC

Montana Peterbilt

Quotation

9550 Cartage Road
Missoula, MT 59808
Office 406-721-6100 Fax 406-721-8885

DATE April 29, 2020
Quotation # 100
Customer ID City of Great Falls

Bill To:

City of Great Falls
Doug Alm
1025 25th Ave NE.
Great Falls, MT 59404
406-771-1401

Quotation valid until: May 15, 2020

Prepared by: Todd Whitman

Sourcewell Contract# 081-716-PMC

Description	AMOUNT
2021 Peterbilt 337 Cab and Chassis list	\$ 110,178.00
Sourcewell Discount 29.59%	\$ (32,601.00)
Normont Hooklift & Rugby Unibody	\$ 49,140.00
Manuals/Books	\$ 600.00
TOTAL	\$ 127,317.00

If you have any questions concerning this quotation contact: Todd Whitman at 406-721-6100 or twhitman@montanapb.com

THANK YOU FOR YOUR BUSINESS!



Quotation
4/22/2020

Customer: City of Great Falls
Doug Alm
1025 25th Ave NE.
Great Falls, MT 59404

Quote Number: 406506
Salesperson: Luke Stewart
Office: 406-453-4344
Cell: 406-750-3793

Phone: (406) 771-1401
Email: dalm@greatfallsmt.net

lstewart@nmeqco.com

Quantity	Description	Unit Price	Total
1	Stellar Hooklift model Slider 26 loader supplied as follows: <ul style="list-style-type: none"> - 26,000 lb. capacity - Designed for 130" to 144" CA chassis - Designed for up to 12' – 16' containers and up to 18' flat beds - Standard hook height of 62" - 68° max dump angle - 37° load angle with shortest body - Hydraulic lock to prevent jib tilt operation when operating in the dump mode - Hex jib design reduces flex and provides greater structural integrity - Hydraulic locks to prevent cylinder collapse in case of hose failure - Slide through rear body tie-down latches - Plunger valve to prevent front jib movement when the dump frame is raised - Permanently lubricated and greaseable bushings used throughout - Grease zerks at all pin points to allow purging of contaminants - Carbon steel and zinc plated or type 17-4 stainless steel pins used throughout - All weldments painted with two-part polyurethane enamel - Shipping weight: 3,400 lbs. 		
1	Hydraulic reservoir with 2-spool manual control valve <ul style="list-style-type: none"> - Includes control console and cables 		
1	Add power beyond to hydraulic valve		
1	Hot shift PTO for automatic transmission		
1	Hydraulic pump for hook lift		
1	Poly single axle rear fenders for chassis with 22.5" wheels <ul style="list-style-type: none"> - Includes fender brackets and mounting hardware 		
1	Rear bumper, reinforced to accept pintle hitch 30K <ul style="list-style-type: none"> - Includes pintle hitch - LED light kit (FMVSS108 compliant) - Backup alarm 		
	Stellar Hooklift installed as follows: <ul style="list-style-type: none"> - Hooklift mounted to chassis frame - Tower and controls mounted in cab of chassis - PTO installed to transmission 		



Quotation
4/22/2020

Quantity	Description	Unit Price	Total
1	<ul style="list-style-type: none"> - Hydraulic pump mounted and plumbed to hydraulic system - Hydraulic reservoir and filter assembly mounted to truck frame - Stop/Tail/Turn and clearance lights wired to chassis - L.E.D. License plate light - Rear hitch assembly installed to truck frame - 7-way trailer socket wired to chassis - Mud flaps installed behind rear axles <p>Rugby Manufacturing Landscape Unibody as follows:</p> <ul style="list-style-type: none"> - 14' overall length - 10 gauge, 48" tall stakeless sides with centered horizontal formed rib - Curbside front has 54" wide door opening for easy access for most pallet sizes - Fully welded stakeless body - Stakeless front panel 48" tall of 10-gauge steel, with centered horizontal v-bend - 4" formed channel 10-ga. crossmembers spaced approx. 16" apart stacked on 7" structural long sills - 10-gauge 2-piece smooth steel floor, center seam welded underneath - Easy access to all door handles from ground level - Outset heavy-duty greaseable hinges allow doors to be opened completely and be pinned back with provided door holders - Body Tailgate/Door Options - Full height barn doors (Includes New Cam-Latch Closure System) in lieu of 3-piece rear - Removable chipper cover for 14' Landscape Unibody - 2-post ladder rack mounted on top of chipper cover - Chipper body and cover painted black - Chipper body mounted on hooklift A-frame and skid with 62" hook height 		
Quote Total:			\$49,140.00

Authorized By:	
Date:	
P.O. number:	

Quote is good for 30 days - Prices do not include sales tax, **F.E.T.**, or any applicable fees - **F.O.B. Great Falls, MT**



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: **GR01-20**

Date Prepared: **5/1/2020**

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Great Falls	Contractor:	NorMont Equipment Co.
Contact Person:	Doug Alm	Prepared By:	Luke Stewart
Phone:	406-771-1401	Phone:	406-453-4344
Fax:		Fax:	406-761-7880
Email:	dalm@greatfallsmt.com	Email:	lstewart@nmeqco.com

Catalog / Price Sheet Name:	GR20AAH2
General Description of Product:	Spartan Hooklift Leaf Vacuum

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	50110 - Spartan Hooklift Leaf Vacuum	79036.99	79036.99
1	50351 - KFBD Transfluid Coupler - Standard	0	0
1	50707 - Fuel Sending Unit with Gauge	146	146
1	50708 - Tool Rack	355	355
1	50711 - Elbow Liner - Stanard	0	0
1	50713 - Clean-Out Door - Stanard	0	0
1	50907 - Proportional Controls - Standard	0	0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			79537.99

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	Whelen TAC830 rear mounted LED traffic director installed	830	830
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			830

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	1%
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C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Inbound Freight	4000
Install controls and all necessary components in cab of chassis to operate Spartan skid mounted hooklift leaf vacuum	2505
Dealer PDI	540
Subtotal C:	7045

Delivery Date: 180 Days ARO

D. Total Purchase Price (A+B+C):

8 114

NorMont EQUIPMENT CO.

Quotation

5/1/2020

Customer: City of Great Falls
Doug Alm
1025 25th Ave NE.
Great Falls, MT 59404

Quote Number: 406514
Salesperson: Luke Stewart
Office: 406-453-4344
Cell: 406-750-3793

Phone: (406) 771-1401
Email: dalm@greatfallsmt.net

lstewart@nmeqco.com

Quantity	Description	Unit Price	Total
1	501110 - Spartan Pro Plus hooklift skid mounted leaf vacuum as follows: <ul style="list-style-type: none"> - Leaf vacuum unit installed on hooklift skid frame - 74 HP Kohler Tier IV diesel-powered, liquid cooled engine - 12-volt battery with electrical system with emergency stop switch - 40 gallon fuel tank - 30" balanced fan - Trans-Fluid coupler between engine and fan - 15 yard collection body - Radiused and tapered for "no stick" dumping - Packer style rear door with hydraulic latch - Safety interlock system on intake nozzle - 16" diameter pickup hose with 3-function hydraulically controlled pickup arm - Clear urethane collection hose. (.06" wall) - Curb side pickup with under-slung boom - Elbow liner installed in boom - Clean out door on blower housing - Joystick and digital display to operate leaf vac boom mounted on passenger side of truck cab engine - Post compensated proportional electric hydraulic valve controls Boom arm hydraulic controls as follows: <ul style="list-style-type: none"> - Fully proportional hydraulic system shall be integrated with a Murphy PV450 engine control monitor. This monitor shall be in lieu of the standard engine control, and shall incorporate engine diagnostics, high temp shut down, low oil shut down, Engine temperature, Engine Oil pressure, Engine RPM, Battery Voltage, Hour meter, Hydraulic oil Temperature, Hydraulic oil pressure, and Hydraulic oil high temperature shut down. In addition, the PV450 shall provide the operator with the ability to adjust the travel speed of the collection arm by simply using the touch screen. The PV450 shall be clearly visible even in bright sunlight, and shall have an IP67 protection rating. The PV450 shall be mounted directly to the control counsel in plain view of the operator 	\$79,036.99	\$79,036.99
1	Option 50351 KFDB Fluid coupler in lieu of standard clutch	STD	STD
1	Option 50707 Fuel sending unit with gauge	\$146.00	\$146.00
1	Option 50708 Tool Rack	\$355.00	\$355.00

NorMont EQUIPMENT CO.

**Quotation
5/1/2020**

Quantity	Description	Unit Price	Total
1	Option 50711 Discharge elbow liner as follows: - Replaceable 1/4" liner that shall protect the elbow from premature wear	STD	STD
1	Option 50713 Clean out door installed in blower housing - Top-hinged clean-out door located at bottom of the vacuum housing for easy removal of unwanted debris in the vacuum housing - Removable drain plug to allow for draining away of liquid debris, and to introduce water spray for rinsing purposes - Safety interlock that will prevent the engine from starting if the door is open	STD	STD
1	Option 50907 - Fully proportional hydraulic system shall be integrated with a Murphy PV450 engine control monitor. This monitor shall be in lieu of the standard engine control, and shall incorporate engine diagnostics, high temp shut down, low oil shut down, Engine temperature, Engine Oil pressure, Engine RPM, Battery Voltage, Hour meter, Hydraulic oil Temperature, Hydraulic oil pressure, and Hydraulic oil high temperature shut down. In addition, the PV450 shall provide the operator with the ability to adjust the travel speed of the collection arm by simply using the touch screen. The PV450 shall be clearly visible even in bright sunlight, and shall have an IP67 protection rating. The PV450 shall be mounted directly to the control console in plain view of the operator	STD	STD
1	Whelen TAC830 rear mounted LED traffic director installed	\$830.00	\$830.00
1	Inbound Freight	\$4,000.00	\$4,000.00
1	Install controls and all necessary components in cab of chassis to operate Spartan skid mounted hooklift leaf vacuum	\$2,505.00	\$2,505.00
1	Dealer PDI and On-Site training	\$540.00	\$540.00
Quote Total:			\$87,412.99

<i>Authorized By:</i>	
<i>Date:</i>	
<i>P.O. number:</i>	

Quote is good for 30 days - Prices do not include sales tax, **F.E.T.**, or any applicable fees - **F.O.B. Great Falls, MT**



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: GR01-20

Date Prepared: 5/1/2020

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Great Falls	Contractor:	NorMont Equipment Co.
Contact Person:	Doug Alm	Prepared By:	Luke Stewart
Phone:	406-771-1401	Phone:	406-453-4344
Fax:		Fax:	406-761-7880
Email:	dalm@greatfallsmt.com	Email:	lstewart@nmeqco.com

Catalog / Price Sheet Name:	GR20AAH2
General Description of Product:	Titan Leaf Pro Plus

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
2	LV-10000 - Titan Leaf Pro Standard	41416	82832
2	10301 - 32" Fan	237	474
2	10351 - KFBD Transfluid Coupler	3157	6314
2	10707 - Fuel Sending Unit with Gauge	139	278
2	10708 - Tool Rack	355	710
2	10711 - Elbow Liner	327	654
2	10713 - Clean-Out Door	458	916
2	20907 - Proportional Controls with Seat	13986	27972
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			120150

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
2	Whelen TAC830 rear mounted LED traffic director installed	830	1660
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			1660

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	1%
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C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Inbound Freight - \$3,825.00 each	7650
Dealer PDI - \$535.00 each	1070
Subtotal C:	8720

Delivery Date: 180 Days ARO	D. Total Purchase Price (A+B+C):	117
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Quotation

5/1/2020

Customer: City of Great Falls
 Doug Alm
 1025 25th Ave NE.
 Great Falls, MT 59404

Quote Number: 406507
Salesperson: Luke Stewart
Office: 406-453-4344
Cell: 406-750-3793

Phone: (406) 771-1401
Email: dalm@greatfallsmt.net

lstewart@nmeqco.com

Quantity	Description	Unit Price	Total
2	LV-10000 Titan Leaf Pro standard features as follows: - Kubota 74 HP Tier IV diesel engine - Magnetic prescreens on engine for added filtration - 50 gallon aluminum fuel tank with sight gauge - 30" x 12.5" diameter belt driven 5 blade impeller constructed of AR400 steel - 5 groove belt and sheave system for optimum performance - 11-1/2" clutch to fit SAE #3 engine housing - 16" diameter pickup hose with 3 - function hydraulically controlled pickup arm - Rigid discharge tube with 4' HD rubber adaptor hose - Clear urethane collection hose. (.06" wall) - Curb side pickup with underslung boom - 12 volt power unit to operate raise/lower boom - Wheel chocks - Electric trailer brakes with break-away system - 7,000 lb. single axle and running gear - DOT compliant lighting with all LED Lighting - Telescoping tongue with 7 positions spanning 36" - Adjustable pintle hitch - Manual jack with adjustable foot - Yellow flashers - Fire extinguisher	\$41,416.00	\$82,832.00
2	Option 10301 32" diameter impeller in lieu of 30" impeller	\$237.00	\$474.00
2	Option 10351 KFDB Fluid coupler in lieu of standard clutch	\$3,157.00	\$6,314.00
2	Option 10707 Fuel sending unit with gauge	\$139.00	\$278.00
2	Option 10708 Tool Rack	\$355.00	\$710.00
2	Option 10711 Discharge elbow liner as follows: - Replaceable 1/4" liner that shall protect the elbow from premature wear	\$327.00	\$654.00



**Quotation
5/1/2020**

Quantity	Description	Unit Price	Total
2	Option 10713 Clean out door installed in blower housing <ul style="list-style-type: none"> - Top-hinged clean-out door located at bottom of the vacuum housing for easy removal of unwanted debris in the vacuum housing - Removable drain plug to allow for draining away of liquid debris, and to introduce water spray for rinsing purposes - Safety interlock that will prevent the engine from starting if the door is open 	\$458.00	\$916.00
2	Option 20907 Pro Plus proportional hydraulic boom arm as follows: <ul style="list-style-type: none"> - Three axis pickup nozzle allows for versatile positioning of the nozzle up and down over ditch banks and over curbs and gutters - Nozzle raises and lowers, swings in and out and sweeps back and forth through the use of - three double acting 2-1/2" hydraulic cylinders - Horizontal movement from the center of the impeller to be 100" forward to 140" out swinging in a radius arc of 100" - Vertical movement of 36" up and 24" down allowing the nozzle to reach down into roadside ditches - Control arm constructed of 2-1/2" x 1/4" steel tube with heavy wall bushings at all connection points - Shock absorbing and fully adjustable ride on seat - Hydraulic gear pump mounted to an auxiliary drive on the engine to control the following functions: <ul style="list-style-type: none"> - Control arm swing - Control arm sweep - Control arm raise and lower - Optional swivel discharge - Optional hydraulic trailer jack - Hall effect joystick utilizing CAN Bus communication control all functions of boom - Controls to be fully proportional - UPGRADED ENGINE CONTROLS: The proportional hydraulic system shall be integrated with a Murphy PV450 engine control monitor - System shall monitor the following: <ul style="list-style-type: none"> - Engine diagnostics - High temp shut down - Low oil shut down - Engine temperature - Engine oil pressure - Engine RPM - Battery voltage - Engine hours - Hydraulic oil temperature - Hydraulic oil pressure - Hydraulic oil high temperature shut down 	\$13,986.00	\$27,972.00



Quotation
5/1/2020

Quantity	Description	Unit Price	Total
2	- Adjustable travel speed of the collection arm by via the touch screen - IP67 protection rating - Monitor mounted directly to the control counsel in plain view of the operator Whelen TAC830 rear mounted LED traffic director installed	\$830.00	\$1,660.00
2	Inbound Freight	\$3,825.00	\$7,650.00
2	Dealer PDI and On-Site training	\$535.00	\$1,070.00
Quote Total:			\$130,530.00

Authorized By:	
Date:	
P.O. number:	

Quote is good for 30 days - Prices do not include sales tax, **F.E.T.**, or any applicable fees - **F.O.B. Great Falls, MT**



Item: Purchase of Liquid Aluminum Sulfate
From: Water Treatment Plant
Initiated By: Public Works Department
Presented By: Paul Skubinna, Environmental Division Manager of Public Works
Action Requested: Approval of Bid

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) the low bid from Thatcher Company of Montana, Inc and authorize staff to purchase liquid aluminum sulfate in the amount of \$433.00 per ton, up to the maximum amount of 800 dry tons for FY2020/21.”

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

Staff Recommendation: Staff recommends that the City Commission accept the low bid from Thatcher Company of Montana, Inc. in the amount of \$433.00 per dry ton for liquid aluminum sulfate for FY 2020/21.

Summary: Liquid aluminum sulfate is used in the water treatment process to coagulate suspended particles in the raw water stream to allow their removal. Specifications and bid materials were prepared for the purchase of liquid aluminum sulfate for the Water Treatment Plant for the upcoming fiscal year. Notices were sent out to all prospective bidders and publicly advertised. The bid from Thatcher Company of Montana, Inc. was acceptable as submitted.

Bids were accepted on May 20, 2020, for FY 2020/21 Water Treatment Plant chemical needs. Thatcher Company of Montana, Inc., with headquarters in Missoula, Montana provided the lowest acceptable bid for liquid aluminum sulfate at \$433.00 per dry ton. This Commission action would award a contract for FY 2020/21.

Fiscal Impact: This price reflects a 13% Increase from the FY 2019/20 contract price. The new contract would allow for the purchase of a maximum of 800 dry tons for a total cost of \$346,400.

Attachments/Exhibits:
Bid Tabulation



WATER PLANT

**QUOTE TABULATION SUMMARY
2020-21 WATER TREATMENT CHEMICALS**

Project # N/A

Quotes Rcvd by: 5/20/2020

Date: 5/20/2020

Tabulated by D.McNeese

	Name & Address of Bidder	10% Bid Security (Yes/No)	Liquid Ammonium Sulfate Bid Price Approx 200,000lbs— Delivery 10 days AFO	Liquid Chlorine Bid Price Approx 80 tons— Delivery 10 days AFO	Liquid Alum Sulfate Bid Price Approx 800 dry tons	Liquid Alum Cert of Chemical Analysis (Yes/No)	Liquid Alum Cert of Compliance w ANSI/NSF Standard 60 (Yes/No)	PREVIOUS YEAR
1	THATCHER COMPANY OF MT, INC. PO BOX 27407 SALT LAKE CITY UT 84127-0407	YES			\$433/TON	YES	YES	\$382
2	HAWKINS, INC 1519 OLD HARDIN RD BILLINGS MT 59101	NO BID			N/A	N/A	N/A	N/A
3	UNIVAR USA INC 8201 S. 212TH KENT WA 98032	NO BID			N/A	N/A	N/A	
4	CHEMTRADE CHEMICALS US LLC 90 EAST HALEY RD, SUITE 200 PARSIPPANY NJ 07054	YES			\$510/TON	YES	YES	\$465
5	KEMIRA 4321 W 6TH STREET LAWRENCE KS 66049	YES			\$611/TON	YES	YES	\$611
6								
8								
8								



Item: Purchase of One New Bookmobile
From: Great Falls Public Library
Initiated By: Great Falls Public Library
Presented By: Susie McIntyre, Library Director
Action Requested: Approve Purchase of one new Farber Super Duty model Bookmobile

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of one new Farber Super Duty model Bookmobile based on the Ford F550 4x4 Chassis from Farber Specialty Vehicles through OMNIA, formerly known as U.S. Communities for \$191,470.00.”

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

Staff Recommendation: Staff recommends that the City Commission approve the purchase of one new Farber Super Duty model Bookmobile based on the Ford F550 4x4 Chassis from Farber Specialty Vehicles through OMNIA, formerly known as U.S. Communities or National Intergovernmental Purchasing Alliance Company, for \$191,470.00.

Summary: The Great Falls Library Foundation is partnering with the Great Falls Public Library to raise the funds to purchase a new Bookmobile. The current Bookmobile is nearing 110,000 miles and is reaching the end of its useful life. It breaks down regularly and gets stuck often. Maintenance costs have risen to over \$13,000 just since May, 2017, and cover entries such as coach generator repair, brake adjustments, windshield replacement, dead battery recurrences, oil leaks, and more. The Bookmobile has had to be towed a number of times and rapidly is becoming unsafe and unsustainable. In order for the Library to continue to provide outreach service to nursing homes, daycares, schools, Hutterite Colonies and others across Cascade County a new Bookmobile is needed.

Purpose: This unit will be used by the Library to provide outreach services throughout the City and Cascade County.

Evaluation and Selection Process: The City of Great Falls has a membership with OMNIA to view their competitive bid contracts. As an OMNIA member, the City of Great Falls can interact directly with awarded vendors to facilitate a purchase. This also allows the City of Great Falls to work with the OMNIA contract manager to verify pricing, answer contract questions or any other questions that may arise.

Vehicle information was obtained from Farber Specialty Vehicles, Matthews Specialty Vehicles and LDV Custom Specialty Vehicles. A Bookmobile Committee consisting of Doug Alm (Public Works Fleet Manager), Susie McIntyre (Library Director), Jessie Damyanovich (Bookmobile Driver), Sara Linder Parkinson (Public Services Librarian) and representatives from the Foundation Bookmobile Campaign Committee had several meetings reviewing the available options and developing specifications for the Great Falls Public Library Bookmobile. The Farber Super Duty model Bookmobile based on the Ford F550 4x4 Chassis from Farber Specialty Vehicles was selected by the committee as the best vehicle option.

The quote specifications from Farber meet the Bookmobile specifications generated by the committee.

Fiscal Impact: Funds for this purchase will come from the Great Falls Public Library Foundation Bookmobile Campaign. The Foundation will pay for the whole purchase of the Bookmobile. No funds from Central Garage will be used.

Planned payment schedule:

- 1st payment: est. \$57,441 in June, 2020 - 30% due upon order
- 2nd payment: est. \$57,441 probably in December, 2020 - 30% due when chassis is ready
- 3rd payment: est. \$76,588 - 40% remaining for final payment, probably in March, 2021.

Alternatives: Rejecting the proposed purchase would impact the ability of the Great Falls Public Library to provide Bookmobile service.

Concurrences: Doug Alm, Fleet Manager

Attachments/Exhibits:

Farber Specialty Vehicle full Quotation
Bookmobile Campaign Budget



May 8, 2020

Great Falls Public Library
301 2nd Avenue North
Great Falls, MT 59401

RE: Bookmobile Quotation

To All Interested Parties:

Thank you for this opportunity to submit our quotation on your bookmobile requirement. Our quote is for the Farber Super Duty model bookmobile based on the Ford F550 4x4 chassis. As you will note, we meet or exceed all items in your specifications.

Our quotation includes many Farber features such as:

- Wiring accessibility panels 100% of length of interior walls.
- Top grade THHN type wiring throughout and magnetic hydraulic circuit breakers for reliability.

Farber Specialty Vehicles is known throughout the country for providing top after-the-sale service. All of our employees are highly experienced in specialty vehicle production. Our in-house engineering staff, using the latest AutoCAD computer designs, can help create the most efficient use of floor plan space.

The emphasis at Farber Specialty Vehicles is on providing an innovative product with the best quality and service at a fair price. If you have any questions or need more information, please call us toll free at 800-331-3188.

If awarded your contract, Farber Specialty Vehicles would work diligently with you to create a bookmobile of great lasting value.

Sincerely,

A handwritten signature in blue ink that reads "Martin Marek".

Martin Marek



FARBER

SPECIALTY VEHICLES

Custom Coach™



Company Introduction

Farber Specialty Vehicles' 60,000 square foot manufacturing and assembly plant is located next to I-70 in Columbus, Ohio, just ten minutes from the Columbus International Airport.



A talented workforce with an extremely high retention rate has been the cornerstone of Farber Specialty Vehicles' success. Our team leaders oversee a staff of more than 100 skilled craftsmen and have been in the industry from ten to thirty years.



Our engineering department is comprised of experienced personnel in both mechanical and electrical fields. Our innovative staff members are leaders in the industry using advanced 3D modeling and 2D design techniques. All vehicles are designed with quality materials using an aircraft tolerance CNC router for highly accurate construction.



Production includes custom-built mobile units for police, medical, veterinary, Homeland Security, communications, education, and business interests both nationally and internationally.

Warranty information and assistance are provided for all components to assure your purchase works to the fullest capacity throughout the life of the vehicle. Delivery and training are provided by experienced technicians.

In 2002, Farber purchased the assets of Custom Coach Corporation, a well-known manufacturer of executive and entertainer transportation since 1955.



7052 Americana Parkway Reynoldsburg (Columbus), Ohio 43068
Phone: (614) 863-6470 Toll Free: (800) 852-5979 Fax: (614) 759-2098
website: www.farberspecialty.com e-mail: solutions@farberspecialty.com

Family owned and operated since 1920

CERTIFICATE

Certificate Number: 111517.01

The Quality System of:

Farber Specialty Vehicles
7052 Americana Parkway
Reynoldsburg, OH 43068
United States

Including its Implementation, meets the requirements of the standard:



ISO 9001:2008

Scope:

Design, Engineering & Manufacturing of Custom Mobile Specialty Vehicles

This Certificate is valid until:
This Certificate is valid as of:
Certified for the first time:

September 15, 2018
June 1, 2016
June 1, 2016

A blue ink signature of Dr. Cem O. Onus, written in a cursive style.

Dr. Cem O. Onus
Managing Director, Business Assurance
DEKRA Certification, Inc.

The method of operation for quality certification is defined in the DEKRA Master Services Agreement. Integral publication of this certificate is allowed.

DEKRA Certification, Inc.
1120 Welsh Road, Suite 210
North Wales, PA 19454
USA
Ph: (215)997-6519
Fax: (215)997-3810
© 2017 DEKRA/20171117

Accredited By:
ANAB



Quality Assurance Plan

Farber Specialty Vehicles has delivered vehicles to thousands of happy customers throughout our history. Our Quality Control inspection is rigorous and time consuming, but necessary. There is a great deal of pride and workmanship put towards every vehicle that leaves our facility.

- Upon arrival, every vehicle is put through a road test to find any problems that might have come from the manufacturer. Drivability, Control Functionality, and Cosmetic Inspection are all completed in our road test. Problems are immediately addressed and taken care of after inspection.
- Throughout the build FSV has project managers constantly in and out of every vehicle. It is their job to address any issues that arise throughout the build.
- After the build is complete, FSV performs a final road test. The reason for this test is to see how the vehicle handles under load. A passenger in this final road test provides a "Punch List" of things that need repaired and secured to provide a quiet and safe ride for the customer.
- Preceding the final road test is our final quality test. Our Quality Control Manager inspects and tests every component of the vehicle. This is a very detailed and time-consuming process. After this is complete, another "Punch List" is established and everything listed is fixed and again tested.
- After completion of the final quality test, a water test is performed. FSV understands the importance of sealed components, and takes no shortcuts to testing them.
- Farber Specialty Vehicles will weigh the unit before, during, and after the build to ensure the vehicle is under the Gross Vehicle Weight Rating.

FARBER
SPECIALTY VEHICLES

Custom Coach™

Farber Specialty Vehicles is no stranger to performing a complex project, as listed in the specification. In a project like the one proposed, FSV feels that there are certain characteristics that are essential for a company to have. Strong financials, world-class engineering, talented construction personnel, and an elite service department just to name a few.

Strong Financials

Farber Specialty Vehicles has been fortunate enough to stay extremely busy throughout the course of the economic downturn. We have managed to meet our production targets, and continue to stock shells to decrease lead-time. These are a couple of reasons why, and examples of our strong financial state.

Engineering

You can be sure that the engineering staff at Farber Specialty Vehicles is more than capable of designing your vehicles. The FSV engineers have been put to the test in the past couple years as we have delivered some of the most complex vehicles in the industries history. You can read more about these projects in our past performance section of this proposal.

Construction Personnel

Driving the quality of a Farber vehicle is our talented workforce. Our skilled craftsmen bring a substantial amount of experience and an extremely high retention rate to the table. Our construction team is very proud of the work they do, and have the same quality principles as our management and sales teams.

Service Staff

At Farber Specialty Vehicles we strive to create a lasting relationship. Our service team is always there to answer questions, supply you with parts, and provide information on your vehicle.

Our superior reputation when it comes to performance, capabilities, service and price have proven to make a Farber Vehicle one of unmatched value. There is no doubt in our minds that we can fully comply to the specification from the technical, engineering, service, and administrative standpoints. We look forward to possibly doing business with you, and will proudly stand behind our product.

NATEA

THE ASSOCIATION FOR THE WORK TRUCK INDUSTRY

M E M B E R

ONE INDUSTRY • ONE ASSOCIATION • ONE RESOURCE

Great Falls Public Library Bookmobile Specifications Checklist:

Martin Marek: 1-614-403-7062

mmarek@farberspecialty.com

EXHIBIT "A"

BASIC SPECIFICATIONS AND DIMENSIONS		
1. Overall length, maximum	<input checked="" type="checkbox"/>	28'
2. Exterior width, maximum	<input checked="" type="checkbox"/>	96'
3. Height including roof mounted air conditioners, maximum	<input checked="" type="checkbox"/>	12'3"
4. G.V.W.R., maximum	<input checked="" type="checkbox"/>	26,000 lb, ensuring no CDL is required
5. Body Length(distance in box from front wall to rear wall, not including over-cab space)	<input checked="" type="checkbox"/>	17'
6. Interior width, minimum	<input checked="" type="checkbox"/>	91'
7. Headroom, minimum	<input checked="" type="checkbox"/>	82"
CHASSIS SPECIFICATIONS		
1. Chassis Type:	<input checked="" type="checkbox"/>	Current year Ford F550 (gas)
2. Alternator	<input checked="" type="checkbox"/>	Dealer-recommended options for best possible performance <i>OPTIONAL 397 AMP INCLUDED.</i>
3. Drive	<input checked="" type="checkbox"/>	4x4
4. Engine	<input checked="" type="checkbox"/>	7.3 Standard Engine
5. Cab	<input checked="" type="checkbox"/>	Standard Cab with pass through space into Bookmobile box
6. Rear Axle Ratio	<input checked="" type="checkbox"/>	4.88 Slip Axle or dealer-recommended option for best possible performance
7. Suspension, front	<input checked="" type="checkbox"/>	Dealer-recommended option for optimal ride and performance
8. Suspension, rear	<input checked="" type="checkbox"/>	Dealer-recommended option for optimal ride and performance
9. Tires	<input checked="" type="checkbox"/>	Dealer-recommended option for best possible performance (Tires size 22.5 BSW as 19.5 G) <i>(22.5 BSW AP 19.5)</i>
	<input checked="" type="checkbox"/>	Additional set of heavy duty studded snow tires to be delivered with vehicle
10. Transmission	<input checked="" type="checkbox"/>	Dealer-recommended option for best optimal ride and performance (gas) <i>10 SPEED AUTOMATIC</i>
11. Packages and additional options	<input checked="" type="checkbox"/>	XLT Value Package
	<input checked="" type="checkbox"/>	Payload Plus Upgrade Package <i>19,500 lbs. GVWR</i>
	<input checked="" type="checkbox"/>	Preferred Package
	<input checked="" type="checkbox"/>	PowerScope Telescoping Trailer Tow Mirrors

	<input checked="" type="checkbox"/>	Platform Running Boards
	<input checked="" type="checkbox"/>	110V400W Outlet
	<input checked="" type="checkbox"/>	All-weather Floor Mats
	<input checked="" type="checkbox"/>	Electronic-Shift-on-the-Fly
	<input checked="" type="checkbox"/>	Seat configuration to be designed in consultation with Library
12. Warranty	<input checked="" type="checkbox"/>	Any and all extended warranty options applicable to this vehicle and its components shall be listed by the vendor with associated costs. <i>OPTIONAL WARRANTY INFORMATION AND COSTS INCLUDED WITH QUOTATION PACKAGE.</i>
BODY SPECIFICATIONS		
1. Body Construction	<input checked="" type="checkbox"/>	3" I-beam steel body and floor supports bolted to main chassis frame rails. Perimeter "T" rail solidly and permanently attached to floor frame and exterior aluminum sidewall.
	<input checked="" type="checkbox"/>	Full aluminum frame throughout with "I" and "C" shaped extrusions solid "buck" riveted at each joint. Aluminum exterior body skin to be minimum .40" thickness, smooth white.
	<input checked="" type="checkbox"/>	Box to extend over cab for additional above-cab storage space. Front to be sloped/shaped to allow improved wind flow. <i>(FRONT SLOPE NOT AVAILABLE FROM BODY COMPANY)</i>
	<input checked="" type="checkbox"/>	Wall at front of body to provide access to cab
	<input checked="" type="checkbox"/>	To be 96"
2. Bumper	<input checked="" type="checkbox"/>	Regulation, full-width ICC
3. Doors	<input checked="" type="checkbox"/>	One 28" x 80" (or wider) patron door with stainless steel piano hinge. Door will pull open from the outside, push open from the inside and have panic hardware facing inside. Door will have a deadbolt, keyed on the outside, and a twist lock on the inside. Windows on door to be tinted safety glass, top with split sash design with removable screen and bottom stationary.
	<input checked="" type="checkbox"/>	Hydraulic door closer to safely restrict motion on patron door.
	<input checked="" type="checkbox"/>	Patron door, when opened, will be able to be pinned back using interchangeable metal rods of two lengths (two rods), allowing door to be pinned open at 45 or 90 degrees from body
	<input checked="" type="checkbox"/>	Patron door placement to be subject to floorplan review with Library
	<input checked="" type="checkbox"/>	A wheelchair lift door to be provided on rear wall. The body structure shall be reinforced at the door opening. Wheelchair lift door must meet ADA standards and include exterior lighting.
4. Floor	<input checked="" type="checkbox"/>	Floor to be "flat" above chassis wheel wells

	<input checked="" type="checkbox"/>	0.04" minimum aluminum or fiberglass floor to seal bottom side of heavy duty box floor frame
	<input checked="" type="checkbox"/>	Exterior grade plywood floor screwed to interior surface for the floor frame
	<input checked="" type="checkbox"/>	Plywood floor seams shall be filled and sanded prior to installation of flooring
	<input checked="" type="checkbox"/>	Insulation to be installed between floor frame members, wherever possible
5. Handrails	<input checked="" type="checkbox"/>	An exterior, vertical handrail to be mounted at patron door opening. Minimum 36" long, stainless steel, minimum 1.25" diameter, solidly mounted with bolts and locknuts at top and bottom. To be positioned to assist patrons of all heights at entry.
	<input checked="" type="checkbox"/>	Hand rails at both sides of each stepwell. To be stainless steel, minimum 1.25" diameter, with radius corners, solidly mounted.
	<input checked="" type="checkbox"/>	Horizontal hand rail mounted on the interior of patron door, mounted below upper window. To be stainless steel, solidly mounted.
	<input checked="" type="checkbox"/>	Patron assist handle mounted on the interior of patron door at approximately 45 degree angle. To be stainless steel, minimum 1.25" diameter, with radius corners, solidly mounted.
6. Insulation	<input checked="" type="checkbox"/>	Fully insulated, minimum R-12 rated insulation materials. Higher rating preferred, where possible.
7. Lights	<input checked="" type="checkbox"/>	Interior dome, stepwell, exterior clearance, stop and tail, back-up, cluster front and rear, side markers, directional, emergency flashers, parking lights.
	<input checked="" type="checkbox"/>	Lights to be super-bright LED, wherever possible
	<input checked="" type="checkbox"/>	Maximum visibility to be the goal for all selection and placement
8. Mud Flaps	<input checked="" type="checkbox"/>	Heavy duty mud flaps installed
9. Painting and Graphics	<input checked="" type="checkbox"/>	Graphics and lettering allowance up to \$9,000
	<input checked="" type="checkbox"/>	Frame on side of Bookmobile to allow for placement of advertisements.
	<input checked="" type="checkbox"/>	All design elements and wrap choices subject to review with Library
10. Reflectors	<input checked="" type="checkbox"/>	To be installed on sides, front and rear
	<input checked="" type="checkbox"/>	Maximum visibility to be the goal for all selections and placement.
11. Roof	<input checked="" type="checkbox"/>	Heavy duty "I" beam extruded aluminum roof supports. Beams to be minimum 1/8" thick, minimum 1.5" high with minimum 2" flanges top and bottom. "I" beams doubled at roof air conditioners and wherever appropriate.
	<input checked="" type="checkbox"/>	One solid piece, 0.032" minimum aluminum which overlaps a continuous roof rail, sealed, capped and solid buck riveted.

	<input checked="" type="checkbox"/>	Minimum 1.5" fiberglass batt insulation attached to roof skin with no-slip mastic and 1" of polystyrene insulation attached to the interior side of the ceiling "I" beam system.
12. Seals	<input checked="" type="checkbox"/>	Body panels to be assembled with epoxy and silicone sealants; windows to be set in rubber; doors to have rubber seals.
13. Steps	<input checked="" type="checkbox"/>	Steps shall be at least as wide as door opening, with treads and evenly spaced risers. The first step shall not be further than 10" from ground
	<input checked="" type="checkbox"/>	Bright light/s under stepwell to illuminate step area
	<input checked="" type="checkbox"/>	Kwikee Platinum Series, or better, fold-away steps with dash-mounted control switch, "step-down" alarm and/or indicator light on dash
14. Stepwells	<input checked="" type="checkbox"/>	Steps to have heavy duty, slip-resistant, commercial rubber stp tread reinforced with aluminum back. Tread to be securely fastened and silicone sealed at the edges.
	<input checked="" type="checkbox"/>	The front edge of each tread shall incorporate a 2" white, or similarly contrasting color, edge.
	<input checked="" type="checkbox"/>	Bright light/s to illuminate each step area.
15. Storage	<input checked="" type="checkbox"/>	Interior compartment, attic space above cab to have 2/3 width of attic space with latch and key lock. Remainder of attic width to hold breaker panels and electrical equipment. Insulated to same standard. Hydraulic hinge to safely hold door open.
	<input checked="" type="checkbox"/>	Exterior, locking compartment for shoreline and space for additional extension cords
16. Undercoating and rustproofing	<input checked="" type="checkbox"/>	Undercoating to be applied after assembly but prior to mounting to all appropriate locations including, but not limited to body floor, skirt and wheel housings.
17. Wheel housings	<input checked="" type="checkbox"/>	1/8" minimum welded aluminum wheel housings, sealed and insulated
18. Windows	<input checked="" type="checkbox"/>	Windows in doors as specified previously. All windows to be tinted.
	<input checked="" type="checkbox"/>	Window at desk location, glass to be insulated. Window placement subject to review with Library. Preference for reliable and reasonably low-maintenance windows.
UPFITTING SPECIFICATIONS		
1. Air Conditioning and Vents	<input checked="" type="checkbox"/>	Two 15,000 BTU roof-mounted air conditioners, each with 5,600 BTU minimum heat strip
	<input checked="" type="checkbox"/>	At least one of these units to fully function at 110 shore power
	<input checked="" type="checkbox"/>	Wall-mounted thermostat shall be conveniently located
	<input checked="" type="checkbox"/>	Minimum two (2) ceiling vents with multi-directional fan; ability to run all on battery power
2. Ceiling	<input checked="" type="checkbox"/>	One solid piece, commercial, textured fiberglass interior ceiling. Kemlite, Sequential, or equivalent branch. White, 0.09" thickness FRP board or equal. To meet ASTM E-84

		rating.
3. Desk and Staff Workspace	<input checked="" type="checkbox"/>	Staff workspace at front of body to provide space for one (1) Librarian to be working with patrons, standing or sitting.
	<input checked="" type="checkbox"/>	Return drop to be on patron's right upon entering the body
	<input checked="" type="checkbox"/>	Desk and staff workspace placement to be subject to floorplan review with Library
4. Electrical	<input checked="" type="checkbox"/>	All wiring shall meet or exceed N.E.C. or applicable FMVSS standards.
	<input checked="" type="checkbox"/>	Wiring shall be THHN stranded, bundled and color coded. Removable wiring access panels to parallel horizontal wiring routes.
	<input checked="" type="checkbox"/>	Interior wiring to be 120/240 volt and sufficient to supply all electrical services and HVAC requirements.
	<input checked="" type="checkbox"/>	All circuits are controlled by UL listed magnetic/hydraulic circuit breakers. Each circuit shall be independently protected. Circuit breakers shall be centralized in a system panel with LEDs to indicate status of each line.
	<input checked="" type="checkbox"/>	All vertical runs to be protected in appropriate, nonmetallic tubing.
	<input checked="" type="checkbox"/>	Minimum 1000 watt Zantrex brand inverter
	<input checked="" type="checkbox"/>	220-volt shoreline, 10 ft. installed in storage compartment with access door, latch and key. Additional 25 ft 220-volt extension stored in same compartment. 220-to-120 adapters provided.
	<input checked="" type="checkbox"/>	220-volt exterior marine latch hook up.
	<input checked="" type="checkbox"/>	Converter/battery charger to be provided. Charges truck battery and auxiliary battery.
	<input checked="" type="checkbox"/>	Weatherproof wifi antenna mounted on roof and wired into above-cab storage space.
	<input checked="" type="checkbox"/>	Duplex outlet in above-cab storage cabinet
	<input checked="" type="checkbox"/>	Duplex outlets near floor at midpoint of each shelving range, both sides, allowing any range to be converted into a desk space with convenient power access
	<input checked="" type="checkbox"/>	Two (2) external 120v duplex, one on each side of vehicle, housed in a weather resistant box
	<input checked="" type="checkbox"/>	Wiring access panels at the top of all 4 internal walls for complete access to 12v, 120v, and 240v wiring
5. Floor	<input checked="" type="checkbox"/>	Heavy duty, commercial flooring shall be provided
	<input checked="" type="checkbox"/>	Materials (vinyl), colors and any padding subject to review with Library
	<input checked="" type="checkbox"/>	Three (3) flush-mounted, mounting tracks for securing book carts to be as long as possible.
6. Generator	<input checked="" type="checkbox"/>	Generator to have critical silencer, or equal. Onan Quiet Gas sized to operate all electrical equipment simultaneously and for duration in all temperature extremes. Generator installation must meet specification as established by

		generator manufacturer.
	<input checked="" type="checkbox"/>	Separate battery for generator, gel cell type, true maintenance free, deep cycle
	<input checked="" type="checkbox"/>	7,000 KW generator
7. Generator Compartment	<input checked="" type="checkbox"/>	Compartment to have non-combustible foam insulation, hinged door with latch, and a key lock.
8. Hardware	<input checked="" type="checkbox"/>	All standard door locks, hand rails, door closers, hold backs, and hinges will be furnished to provide smooth, efficient operation
9. Heat	<input checked="" type="checkbox"/>	Forced air 240 volt electric heaters, one at front and one at rear. Specific models and dimensions to be dependent upon space available and location determined through review process with Library.
10. Interior Finish	<input checked="" type="checkbox"/>	Interior to be custom designed to Library's requirements including desk, book drops, closets, storage, bulletin boards, Acore shelving, cart securing, and any other special needs.
	<input checked="" type="checkbox"/>	Certain exposed, interior surfaces will be covered with tackable surfaces, including cabinet doors and multiple walls spaces with no shelving.
11. Lighting	<input checked="" type="checkbox"/>	Two rows of 110v, low-profile LED lights, properly anchored into the roof structure to provide substantial light throughout the entire space, whether on shore, generator, or battery power.
	<input checked="" type="checkbox"/>	12v stepwell lights
	<input checked="" type="checkbox"/>	Exterior lighting on both sides of body sufficient to fully illuminate graphics and lettering
	<input checked="" type="checkbox"/>	Additional lighting to illuminate patron door and wheelchair lift from the outside
12. Paneling	<input checked="" type="checkbox"/>	Paneling will be chosen from samples sent for review by the Library
13. WiFi Hotspot	* <input checked="" type="checkbox"/>	One (1) Cradlepoint IBR1100 series or equivalent, wireless LTE advanced ruggedized modem shall be provided.
	<input checked="" type="checkbox"/>	Modem shall be powered by the 12VDC system and connect to the desk area via CAT6, 10/100 Mbps Ri-45 cabling
	<input checked="" type="checkbox"/>	Modem shall support LTE advanced with SIM-based auto-carrier selection, and have the ability to easily add a second modem at a later time to increase bandwidth as necessary
	<input checked="" type="checkbox"/>	Modem shall include 802.11 a/b/g/n/ac WiFi to provide a hotspot in and around the vehicle
	<input checked="" type="checkbox"/>	Modem shall include the ability to configure a virtual private network (VP N).
	<input checked="" type="checkbox"/>	Modem shall include one (1) Cradlepoint 170654-000 or equivalent 5-in1 GPS, modem & WiFi antenna, mounted to the exterior roof of the vehicle
14. Safety Equipment	<input checked="" type="checkbox"/>	One (1) battery-operated Carbon Monoxide (CO) detector shall be installed on the interior ceiling
	<input checked="" type="checkbox"/>	One (1) battery-operated smoke detector shall be installed on the interior ceiling.

6 | Page * NOTE: NU. 13. TO GET DUAL MODEM CAPABILITY, MUST HAVE CRADLEPOINT MODEL IBR1700 WHICH IS INCLUDED IN QUOTATION.

	<input checked="" type="checkbox"/>	Two (2) 5 lb. ABC fire extinguishers shall be installed in the interior, one front and one rear.
	<input checked="" type="checkbox"/>	One (1) MT State DOT approved first aid kit shall be supplied and installed within the completed vehicle.
	<input checked="" type="checkbox"/>	One (1) set of three (3) red emergency reflective triangles with dedicated ABS plastic enclosure shall be provided and installed. Two (2) reflective vests shall be provided
	<input checked="" type="checkbox"/>	Backup camera and monitor
	<input checked="" type="checkbox"/>	Emergency escape window
15. Seating	<input checked="" type="checkbox"/>	Securable seating for one (1) librarian in the workplace.
16. Shelving	<input checked="" type="checkbox"/>	As much wall space as possible to be used for shelving.
	<input checked="" type="checkbox"/>	Aluminum shelving, 36". Mounted so as to be adjustable and interchangeable. Fifteen (15) degree slope for shelves on sides.
	<input checked="" type="checkbox"/>	Six (6) tie-down ratchet sets, to be used with mounting tracks in floor.
	<input checked="" type="checkbox"/>	Six (6) double-sided carts
	<input checked="" type="checkbox"/>	Shelving placement to be subject to floorplan review with Library
17. Other	<input checked="" type="checkbox"/>	Clock shall be provided and mounted

Ricart Ford
 4255 S Hamilton Rd
 Groveport, OH, 43125
 Sales Person: SHAWN CRACE

BASECARE

Quote ID: 4230980
 Prepared On: 5/5/2020

Customer Information

First Name: GREAT FALLS Last Name: PUBLIC LIBRARY Date: 5/5/2020

Vehicle Information

VIN: 1FDUF5HN6LED09035 Vehicle Line: 2020 Ford F-550 Drivetrain: 4RD Engine Type: 7.3 L Gasoline
 Vehicle Usage Type: Commercial Warranty Start Date: 5/5/20 12:00 AM Current Mileage: 25 Current Hours: 1

The Dealership Attests that this vehicle meets the ESP Eligibility Requirements. (Failure to verify this information may result in cancellation and charge-back to the dealer).



FORD PROTECT

Price Quoted For Selected Plans

Product	Time* (Months)	Distance* (Miles)	Hours*	Deductible	Options	Purchase Price	Tax Rate%	Sales Tax	Total Purchase Price
POWERTRAINCARE - INCOMPLETE VEHICLE	60	150,000	6,000	\$ 100.00		\$ 2745.00	0.000	\$ 0.00	\$ 2745.00

Final Price Quote : \$ 2745.0

* Coverage expires at the earliest of Time, Distance, Hours or Service Visits.

This Quote is valid thru 6/4/20. ESP Product pricing and eligibility are subject to change with increased vehicle age and/or mileage.

PowertrainCARE

29

Covered components

With a Ford Protect PowertrainCARE extended service plan, you are protected from unforeseen covered repairs on your vehicle for up to the earlier of 8 years or 150,000 miles.

That's well beyond the New Vehicle Limited Warranty that comes with your vehicle.

Now is the time to protect your investment with a Ford Protect PowertrainCARE extended service plan.



Why Ford Protect PowertrainCARE coverage is such a great value.

The price for parts and labor to repair many major components can be significant. One repair bill can easily exceed the price of your Ford Protect PowertrainCARE coverage. It's clear that this coverage can quickly pay for itself!

Engine* ~~\$6,878~~

Transmission* ~~\$5,897~~



DEDUCTIBLE OPTIONS		
	STANDARD	OPTIONAL
New Ford and Competitive-make Vehicle Plans	\$100	\$0, \$50, \$200, Disappearing
Used Ford and Competitive-make Vehicle Plans	\$100	\$50, \$200, Disappearing

*These examples are based on an average estimated U.S. retail repair cost for a Ford Explorer. Actual repair costs will vary by vehicle and dealer location.



ENGINE

- All Internally Lubricated Parts
- Cylinder Block
- Cylinder Heads
- Flywheel
- Manifold (Exhaust and Bolts)
- Manifold (Intake and Bolts)
- Oil Pan
- Oil Pump
- Seats and Gaskets
- Thermostat
- Thermostat Housing
- Timing Chain Cover
- Timing Chain (Gears or Belt)
- Turbocharger/Supercharger Unit (Factory-installed)
- Valve Covers
- Water Pump



TRANSMISSION

- All Internally Lubricated Parts
- Seals and Gaskets
- Torque Converter
- Transfer Case (Including All Internal Parts)
- Transmission Case



REAR/FRONT-WHEEL-DRIVE AXLE

- Automatic Front Locking Hubs (Four-Wheel Drive)
- Axle Shafts
- Rear: Drive Axle Housing and Front Axle Housing for 4x4 (Including All Internal Parts)
- Front: Final Drive Housing and Rear Axle Housing for AWD (Including All Internal Parts)
- Driveshaft (Locking Rings (Four-Wheel Drive))
- Seals and Gaskets
- Universal and Constant Velocity Joints

Based on your driving needs, you can customize a

Ford Protect PowertrainCARE

extended service plan that's right for you.

TIME AND MILEAGE OPTIONS

(Hours Not Shown) Available within New Vehicle Limited Warranty

Plan Length or Miles Covered (Coverage ends at the earlier of years or mileage)	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years
36,000 Miles	■	■	■	✓	✓	✓
48,000 Miles	■	■	■	✓	✓	✓
60,000 Miles	■	■	■	✓	✓	✓
75,000 Miles	✓	✓	✓	✓	✓	✓
100,000 Miles	✓	✓	✓	✓	✓	✓
125,000 Miles	✓	✓	✓	✓	✓	✓
150,000 Miles	✓	✓	✓	✓	✓	✓

USED PLAN

TIME AND MILEAGE OPTIONS

Available beyond the New Vehicle Limited Warranty

Coverage lengths range from 1 year/12,000 miles to 6 years/75,000 miles for 2006 and newer vehicles.

Ricart Ford
 4255 S Hamilton Rd
 Groveport, OH, 43125
 Sales Person: SHAWN CRACE

POWERTRAIN CARE

Quote ID: 4230885
 Prepared On: 5/5/2020

Customer Information

First Name: GREAT FALLS Last Name: PUBLIC LIBRARY Date: 5/5/2020

Vehicle Information

VIN: 1FDUF5HN6LEBD09035 Vehicle Line: 2020 Ford F-550 Drivetrain: 4RD Engine Type: 7.3 L Gasoline
 Vehicle Usage Type: Commercial Warranty Start Date: 5/5/20 12:00 AM Current Mileage: 25 Current Hours: 1

The Dealership Attests that this vehicle meets the ESP Eligibility Requirements. (Failure to verify this information may result in cancellation and charge-back to the dealer).



FORD PROTECT

Price Quoted For Selected Plans

Product	Time* (Months)	Distance* (Miles)	Hours*	Deductible	Options	Purchase Price	Tax Rate%	Sales Tax	Total Purchase Price
BASECARE - INCOMPLETE VEHICLE	60	150,000	6,000	\$ 100.00		\$ 3090.00	0.000	\$ 0.00	\$ 3090.00

Final Price Quote : \$ 3090.0

* Coverage expires at the earliest of Time, Distance, Hours or Service Visits.

This Quote is valid thru 6/4/20. ESP Product pricing and eligibility are subject to change with increased vehicle age and/or mileage.

Drive On with First-Class Service.



Ford Protect PowertrainCARE coverage is 100% Backed by Ford Motor Company.

- Service provided at Ford and Lincoln dealerships in the U.S., Canada and Mexico
- Ford-authorized parts used for covered repairs
- Factory-trained and certified technicians

Drive On with Valuable Benefits.



Ford Protect PowertrainCARE coverage is there when you need it with 24-hour Roadside Assistance.

- Includes tire change, lockout, out-of-fuel and battery jump-start assistance
 - Towing Assistance (up to \$100 per occurrence)
 - Emergency Travel Expense (up to \$500 within the first 3 days per occurrence)
 - Destination Assistance (up to \$75)
- Call 1-800-241-3673**

Plus, Rental Vehicle Benefits.

- Standard coverage includes \$30 a day for up to 10 days for covered repairs

Drive On with Key Services.



Key Services is an available benefit within your Ford Protect PowertrainCARE coverage. The technology in today's keys/key fobs make it expensive to replace.

- Your Ford Protect Key Services plan will replace or reprogram your key(s) and/or fob(s) if they are ...
 - Misplaced
 - Damaged and will not work
 - Locked in your vehicle
- Not available in all states.*

Drive On with Savings.



Ford Protect PowertrainCARE coverage is an affordable way to limit your out-of-pocket expenses.

- Protects you from the rising cost of future repair bills
- Pay only your deductible, if any, per covered repair visit
- 100% transferable, which may increase your vehicle's resale value (transfer fee applies)

For New Ford Protect Plans:

- Coverage begins with the original in-service date (New Vehicle Limited Warranty start date) and zero miles or hours. Your selected coverage expires upon reaching the earliest of time, mileage or hours.

For Used Ford Protect Plans:

Vehicles within the New Vehicle Limited Warranty

- Eligible Ford, Lincoln and Mercury vehicles that have New Vehicle Limited Warranty remaining at the time of purchase – coverage begins at the signature date and current mileage. Coverage ends at the earlier of the number of months purchased or the number of miles purchased from the expiration of the New Vehicle Limited Warranty.

Vehicles outside the New Vehicle Limited Warranty

- Coverage for Ford, Lincoln and Mercury vehicles beyond the New Vehicle Limited Warranty and all competitive-make vehicles begins at the signature date and current mileage. Your selected coverage expires upon reaching the earliest of time, mileage or hours.

For Cab and Chassis/Incomplete Vehicles:

- A variety of unique time/mileage/hour options and deductibles are available within 5 years or 100,000 miles or 4,000 hours of the original in-service date.
- Coverage begins with the original in-service date (New Vehicle Limited Warranty start date) and zero miles or hours. Your selected coverage expires upon reaching the earliest of time, mileage or hours.

0% APR Interest-free Installment Payment Plan with flexible

- payment options is available when the extended service plan is not included. In the vehicle financing: everyone qualifies, making it the smart choice.



ADMINISTERED BY BDO CO FINANCIAL.



FORD PROTECT®

This brochure is intended to provide general information about a PowertrainCARE extended service plan offered by Ford Protect. It was printed for the October 2013 plan year. Prices and plan details may have changed after the brochure was printed. Plan availability, benefits, coverage and provider may vary by state. Please refer to your plan's service contract for the actual terms and conditions, including a list of covered repairs.

In Florida, Ford Protect on Ford vehicles is a Service Contract from Ford Motor Company (License #12118). Ford Protect on competitive-make vehicles is a Service Contract from The American Road Insurance Company, Dearborn, MI 48126 (Certificate of Authority #09079).

In Texas, Ford Protect is a Service Contract from Ford Motor Service Company (License #SP-165).

18FP-P-PTC9RCH-F

Printed in the USA.

October 2017

FORD PROTECT® PowertrainCARE

Extended Service Plan



Go Further

BaseCARE 84 Covered Components

Insist on Ford Protect

With a Ford Protect BaseCARE extended service plan, you are protected from unforeseen covered repairs on your vehicle for up to the earlier of 8 years or 150,000 miles.

That's well beyond the New Vehicle Limited Warranty that comes with your vehicle. Now is the time to protect your investment with a Ford Protect BaseCARE extended service plan.

Why Ford Protect BaseCARE coverage is such a great value.

The price for parts and labor to repair many major components can be significant. One repair bill can easily exceed the price of your Ford Protect BaseCARE coverage. It's clear that this coverage can quickly pay for itself!



Steering Gear* ~~\$1,568~~ A/C Evaporator Core* ~~\$1,205~~

Engine* ~~\$6,078~~ Transmission* ~~\$5,997~~

	STANDARD	OPTIONAL
New Ford and Competitor-made Vehicle Plans	\$100	\$0, \$50, \$200, Disappearing
Used Ford and Competitor-made Vehicle Plans	\$100	\$50, \$200, Disappearing

*These examples are based on an average estimated U.S. retail repair cost for a Ford Explorer. Actual repair costs will vary by vehicle and dealer location.

ENGINE

- All Internally Lubricated Parts
- Cylinder Block
- Cylinder Heads
- Diesel Injector Pump
- Rivwheels
- Harmonic Balancer and Bolt
- Mainfold (Exhaust and Bolts)
- Mainrod (Intake and Bolts)
- Valve Covers
- Metal Fuel Lines
- Oil Pan
- Oil Pump
- Seals and Gaskets
- Thermostat
- Thermostat Housing
- Timing Chain Cover
- Timing Chain (Gears or Belt)
- Turbocharger/Supercharger Unit (Factory-Installed)
- Water Pump

TRANSMISSION

- All Internally Lubricated Parts
- Seals and Gaskets
- Torque Converter
- Transfer Case (Including All Internal Parts)
- Transmission Case

ELECTRICAL

- Alternator
- Electronic Ignition Module
- Fuel Pump
- Heated Backglass (Electrical Only - Not Glass Damage or Breakage)
- Ignition Switch
- Radiator Fan Relay
- Speedometer/ Odometer (Electrical and Mechanical)
- Starter Motor
- Starter Motor Solenoid
- Switches
- Manually Operated Electrical
- Voltage Regulator or Brakage)
- Wiper Motors
- Wiring Harness (Excluding Spark Plug Wires)

FRONT SUSPENSION

- Ball Joints (Upper and Lower)
- Control Arms (Upper and Lower)
- Control Arm Shafts and Bushings
- Kingpins and Bushings
- Linkage and Bushings
- MacPherson Struts
- Spindle and Spindle Supports
- Stabilizer Bar
- Tie Rods

REAR/FRONT-WHEEL-DRIVE AXLE

- Automatic Front Locking Hubs (Four-Wheel Drive)
- Axle Shafts
- Rear Drive Axle Housing
- Rear Front Axle Housing
- Front Hubs (Including All Internal Parts)
- Front Final Drive Housing and Rear Drive Housing for AWD (Including All Internal Parts)
- Driveshaft
- Locking Rings (Four-Wheel Drive)
- Seals and Gaskets
- Universal and Constant Velocity Joints

STEERING

- Column Lock (Tilt Wheel)
- Control Valve
- Cooler and Metal Lines
- Idler Arm
- Power Steering Pump/Electric Power Steering Actuator
- Pulley Assembly
- Seals and Gaskets
- Steering Gear Housing
- Steering Knuckle (Including All Internal Parts)
- Underbody Linkages and Couplings

AIR CONDITIONING

- A/C Clutch
- A/C Clutch Bearings
- A/C Compressor
- A/C Compressor Clutch Switch
- A/C Compressor Head
- A/C Compressor Seals
- A/C Condenser
- Evaporator
- Field Coil
- Pulley

BRAKES

- Backing Plates
- Brake Booster (Power)
- Calipers
- Combination Valve
- Master Cylinder
- Metal Lines and Fittings
- Parking Brake
- Linkage and Clips
- Retainers and Clips
- Self-Adjusters
- Shaft (Brake Pedal)
- Springs
- Wheel Cylinders

100% Backed by Ford

24-hour Roadside Assistance
1-800-241-3673

84 Covered Components

Rental Benefits

Key Services

Ford-authorized Parts

Transferable

Service in the U.S., Canada and Mexico

Ford Certified Technicians



Cooperative Purchasing Contracts

SEARCH BY KEYWORD:

FARBBER

SEARCH

BROWSE BY CATEGORY:

- Show all -

Reset search

View New Contracts (past 6 months)

DOWNLOAD ALL CONTRACTS

DOWNLOAD SEARCH RESULTS

Supplier	Contract Title	Contract Renewed Until	Potential Final Expiration	Lead Agency
FARBBER SPECIALTY VEHICLES <i>Custom Coach</i>	Emergency and Specialty Vehicles, Equipment and Accessories and Any Related Equipment, Supplies and Services	05/31/2021	05/31/2021	Port of Portland, OR



Bookmobile Campaign Budget 2020-2021

	Total	June	July	August	September
Income					
Business Donations (3@\$10K, 8@\$5K)	\$ 70,000				20,000
Individual Large Donations (10@\$5K)	50,000				
Individual Small Donations (70@\$75, 50@\$50, 150@\$25)	30,000				
Grants	50,000				
Total Income	\$ 200,000	-	-	-	20,000
Expenses					
Bookmobile	\$ 191,470.0	57,441			
Advertising	2,000				
Postage	1,000				
Printed Materials	3,000				
Supplies	2,000				
Total Expenses	\$ 199,470	57,441	-	-	-
Net Income	\$ 530	(57,441)	-	-	20,000
Cash Balance	\$ 530	(57,441)	(57,441)	(57,441)	(37,441)

October	November	December	January	February	March	April	May
20,000	30,000						
10,000	20,000	20,000					
	1,000	7,500	7,500	7,500	5,000	1,500	
			50,000				
<hr/> 30,000	<hr/> 51,000	<hr/> 27,500	<hr/> 57,500	<hr/> 7,500	<hr/> 5,000	<hr/> 1,500	<hr/> -
		57,441			76,588		
	1,000		1,000				
	500		500				
3,000							
500	500	500	500				
<hr/> 3,500	<hr/> 2,000	<hr/> 57,941	<hr/> 2,000	<hr/> -	<hr/> 76,588	<hr/> -	<hr/> -
<hr/> 26,500	<hr/> 49,000	<hr/> (30,441)	<hr/> 55,500	<hr/> 7,500	<hr/> (71,588)	<hr/> 1,500	<hr/> -
<hr/> <hr/> (10,941)	<hr/> <hr/> 38,059	<hr/> <hr/> 7,618	<hr/> <hr/> 63,118	<hr/> <hr/> 70,618	<hr/> <hr/> (970)	<hr/> <hr/> 530	<hr/> <hr/> 530



Item: Ordinance 3215, “An Ordinance Repealing Title 17, Chapter 12, Article 3, of the Official Code of the City of Great Falls (OCCGF), Pertaining to the Great Falls Design Review Board,” and
Ordinance 3216, “An Ordinance Repealing Title 15, Chapter 1, Section 020 of the Official Code of the City of Great Falls (OCCGF), Pertaining to the Great Falls Design Review Board.”

From: Legal Department

Initiated By: City Commission

Presented By: Sara R. Sexe, City Attorney

Action Requested: Accept Ordinances 3215 and 3216 on first reading and set second reading for June 16, 2020.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinances 3215 and 3216 on first reading and set second reading for June 16, 2020.”
 2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.
-

Staff Recommendation:

Staff recommends that the City Commission accept Ordinances 3215 and 3216 on first reading and set second reading for June 16, 2020.

Background:

On November 7, 2018, the City Commission adopted Resolution 10256. Resolution 10256 temporarily suspended the Great Falls Design Review Board (DRB) meetings and review requirements for a period of one-hundred-eighty (180) days. The suspension of the meeting and review requirements allowed planning staff to focus directly on substantive applications and projects, as the Planning and Community Development Department was not fully staffed at the time.

On June 4, 2019, the Commission adopted Resolution 10297. Resolution 10297 suspended the DRB an additional one-hundred-eighty (180) days. During the course of that suspension, staff reviewed the DRB process in order to make the DRB review process more efficient for land development applicants.

On December 3, 2019 the Commission adopted Resolution 10321. Resolution 10321 amended the DRB's review process. It also placed limitations on what the DRB could substantively review in the development application process. These limitations only require applicants to submit a project narrative, conceptual site plan demonstrating compliance with underlying zoning requirements, and renderings or elevations of proposed buildings.

After further consideration, under Commission Initiatives at the February 4, 2020 Commission Meeting, Commissioners Tryon and Robinson requested that staff draft language for a resolution to dissolve the DRB. There was no objection by other Commission members.

In response to this Commission initiative, staff presented Resolution 10336 to the City Commission on March 3, 2020. Resolution 10336 was adopted by the Commission by a 3-2 vote and dissolved the Great Falls Design Review Board completely. Resolution 10336 also directed City Staff to present appropriate OCCGF amendments that would fulfill the intent of Resolution 10336 to dissolve the DRB. The Ordinance under consideration is being presented in response to that direction.

At its regularly scheduled meeting on May 12, 2020, the Great Falls Planning Advisory Board was presented Ordinance 3215 for recommendation. The Board voted unanimously recommending that the City Commission adopt Ordinance 3215.

If adopted, the Ordinances will repeal OCCGF provisions pertaining to the DRB.

Ord. 3215 Exhibit "A" and Ord. 3216 Exhibit "A" are documents illustrating the proposed OCCGF amendments. Added language is illustrated in **bold**, and deleted language is illustrated in strikethrough.

Alternatives:

The City Commission could vote to not accept Ordinances 3215 and 3216 on first reading and not set second reading.

Concurrences:

City Manager's Office
City Clerk's Office

Attachments/Exhibits:

Ordinance 3215
Ord. 3215 Exhibit "A"
Ordinance 3216
Ord. 3216 Exhibit "A"

ORDINANCE 3215

AN ORDINANCE REPEALING TITLE 17, CHAPTER 12, ARTICLE 3, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO THE GREAT FALLS DESIGN REVIEW BOARD.

* * * * *

WHEREAS, the City Commission established Title 17 of the OCCGF outlining provisions pertaining to, and known as, the Land Development Code; and

WHEREAS, the City Commission established OCCGF Title 17, Chapter 12, Article 3 establishing and regulating The Great Falls Design Review Board; and

WHEREAS, after numerous suspensions of the Design Review Board meetings and review requirements, the City Commission adopted Resolution 10336 dissolving the Design Review Board; and

WHEREAS, Resolution 10336 directed City Staff to present OCCGF amendments consistent with the intent of Resolution 10336; and

WHEREAS, at its regularly scheduled May 12, 2020 meeting, the Great Falls Planning Advisory Board recommended that the City Commission adopt Ordinance 3215.

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

Section 1. OCCGF Title 17, Chapter 12, Article 3, is hereby repealed as depicted in Exhibit “A” attached hereto and by reference incorporated herein, with deleted language identified by ~~strike through~~ and inserted language **bolded**; and

Section 3. This ordinance shall be in full force and effect thirty (30) days after second reading and final adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading June 2, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading June 16, 2020.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Joseph Cik, Assistant 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 3215 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 12 ADMINISTRATIVE AND ENFORCEMENT BODIES

Article 3 DESIGN REVIEW BOARD REPEALED

(Ord. 3215, 2020)

Sections:

- 17.12.3.010 Establishment.
- 17.12.3.020 Authority.
- 17.12.3.030 Composition and appointment of members.
- 17.12.3.040 Officers.
- 17.12.3.050 Board procedures.
- 17.12.3.060 Schedule of meetings.
- 17.12.3.070 Voting and quorum.
- 17.12.3.080 Compensation and expenses.
- 17.12.3.090 Legal representation.

~~17.12.3.010~~ — Establishment.

~~A Design Review Board is established to undertake the responsibilities herein defined.~~

~~17.12.3.020~~ — Authority.

~~To further promote the health, safety and general welfare of the City, the board has the authority and responsibility to review specified types of development proposals to ensure that the design and aesthetics conform to the review criteria contained in this Title. The board may approve or deny, in whole or in part, or may modify and set conditions for approval, or provide advice and counsel.~~

~~17.12.3.030~~ — Composition and appointment of members.

- ~~A. **Number and appointment.** The board shall consist of five (5) voting members appointed by the City Commission.~~
- ~~B. **Considerations in making appointments.** Members shall be residents of the City. The City Commission shall make an effort to achieve a diversity of expertise, background, and interest. Such diversity should preferably include two (2) architects and three (3) individuals chosen for their demonstrated interest in and expertise in design or community aesthetics. No member of the City Commission or employee of the City shall be eligible for membership on the board.~~
- ~~C. **Terms.** Each member shall be appointed to a three-year term. The expiration of initial terms of board members will be staggered to assure continuity.~~

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 12 ADMINISTRATIVE AND ENFORCEMENT BODIES

- ~~D. **Vacancies.** When a position becomes vacant before the end of the term, the City Commission shall make an appointment. A member whose term expires may continue to serve until a successor is appointed and qualified.~~
- ~~E. **Conditions for removal.** A member shall be removed from the board and the member's office declared vacant under the following conditions:~~
- ~~1. The member fails to attend three (3) successive regular meetings without excused absences; or~~
 - ~~2. The member moves outside of the City; or~~
 - ~~3. The City Commission declares without notice and without assignment of cause the removal of a member.~~

~~17.12.3.040 **Officers.**~~

- ~~A. **Election.** At its annual meeting, the board shall elect a chair and vice chair from among its membership by majority vote. If there is more than one (1) nominee for any office, voting shall be by secret ballot.~~
- ~~B. **Nominations.** Nominations may be made from the floor, provided the nominee consents to the nomination.~~
- ~~C. **Terms of office.** All elective offices shall be for one (1) year. An officer whose term has expired shall hold office until a successor is elected.~~
- ~~D. **Limitation on consecutive terms.** No member shall hold the same elective office for more than three (3) consecutive terms.~~
- ~~E. **Vacancies.** In the event of a vacancy in any office, the chair, upon approval by a majority of voting members present, shall designate a member to fill the unexpired term of the office.~~
- ~~F. **Rights of chair.** The chair shall have all the rights and privileges of a board member.~~
- ~~G. **Duties of chair.** The chair shall:~~
- ~~1. Preside at all meetings of the board,~~
 - ~~2. Plan the agenda for the board,~~
 - ~~3. Act as a liaison between the board and the Planning and Community Development Department,~~
 - ~~4. Execute all legal documents on behalf of the board,~~
 - ~~5. Call special meetings as provided herein, and~~
 - ~~6. Act as the public representative of the board or designate an alternate.~~
- ~~H. **Duties of vice chair.** The vice chair shall perform the duties of the chair in all cases in which the chair is unable to serve or as otherwise directed by the chair.~~
- ~~I. **Duties of secretary.** The secretary shall:~~
- ~~1. Maintain the minutes and records of the board and issue calls and notices pertaining to the board,~~
 - ~~2. Distribute the agenda for all regular and annual meetings at least one (1) week prior to the meeting,~~
 - ~~3. Keep a roll of membership and attendance, and~~
 - ~~4. Supervise the balloting at all elections.~~

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 12 ADMINISTRATIVE AND ENFORCEMENT BODIES

~~J. **Delegation of duties.** The board may delegate the duties of the secretary to the Planning and Community Development Department by a majority vote.~~

~~(Ord. No. 3056, § 1, 8-17-2010)~~

~~**17.12.3.050 Board procedures.**~~

~~The board may adopt rules of procedure to carry out its purposes. All rules must conform to this Title, other City regulations, and State law and shall be filed in the office of the City Clerk.~~

~~**17.12.3.060 Schedule of meetings.**~~

~~A. **Annual meeting.** The board shall meet at least once a year in January to elect officers and for such other business as may arise.~~

~~B. **Regular meeting.** The board shall schedule meetings to review applications for which it has authority to review.~~

~~C. **Special meeting.** Special meetings may be called by the chair or by two (2) members of the board or the City Commission upon written request to the secretary.~~

~~**17.12.3.070 Voting and quorum.**~~

~~A. **Requirements for quorum.** A quorum shall consist of three (3) voting members.~~

~~B. **Requirements for voting.** Each decision of the board shall be approved by a majority vote of the members present at a regular, annual, or special meeting in which a quorum is in attendance and voting.~~

~~C. **Disqualification or voluntary abstention from voting.** A member shall abstain from voting on a particular issue or shall be disqualified by majority vote of the remaining members present, if any of the following circumstances apply:~~

~~1. The member has a direct financial interest in the outcome of the matter at issue; or~~

~~2. The member has such close personal ties to the applicant, the project, or to a party opposing the application that the member can not reasonably be expected to exercise sound judgment in the public interest; or~~

~~3. The member owns property within the area entitled to receive written notice; or~~

~~4. Participation in the matter might violate the letter or spirit of a member's code of professional responsibility; or~~

~~5. Other applicable law that applies.~~

~~**17.12.3.080 Compensation and expenses.**~~

~~A. **Compensation.** Members shall not be compensated for their services on the board.~~

~~B. **Expenses.** Members may be paid for travel and other expenses incurred on board business under procedures prescribed in advance by the City Commission.~~

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 12 ADMINISTRATIVE AND ENFORCEMENT BODIES

~~17.12.3.090 — Legal representation.~~

~~The City Commission may appoint legal counsel to represent the board when it deems necessary.~~

ORDINANCE 3216

AN ORDINANCE REPEALING TITLE 15, CHAPTER 1, SECTION 020 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO THE GREAT FALLS DESIGN REVIEW BOARD.

* * * * *

WHEREAS, the City Commission established Title 17 of the OCCGF outlining provisions pertaining to, and known as, the Land Development Code; and

WHEREAS, the City Commission established OCCGF Title 17, Chapter 12, Article 3 establishing and regulating The Great Falls Design Review Board; and

WHEREAS, after numerous suspensions of the Design Review Board meetings and review requirements, the City Commission adopted Resolution 10336 dissolving the Design Review Board; and

WHEREAS, Resolution 10336 directed City Staff to present OCCGF amendments consistent with the intent of Resolution 10336; and

WHEREAS, OCCGF Title 15, Chapter 1, Section 020 provides requirements for Great Falls Design Review Board review of certain buildings and construction.

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

Section 1. OCCGF Title 15, Chapter 1, Section 020, is hereby repealed as depicted in Exhibit “A” attached hereto and by reference incorporated herein, with deleted language identified by ~~strike through~~ and inserted language **bolded**; and

Section 3. This ordinance shall be in full force and effect thirty (30) days after second reading and final adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading June 2, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading June 16, 2020.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Joseph Cik, Assistant 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 3216 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Exhibit "A"

Title 15 - BUILDINGS AND CONSTRUCTION

Chapter 1 CODE ADOPTION

15.1.020 Design Review Board.

Repealed.

~~The Official Code of the City of Great Falls (OCCGF) Title 17, Chapter 12, Article 3, establishes the Design Review Board and sets forth its purpose, authority, membership, and the process to review Board decisions. The Board will review and approve development proposals for new commercial and multifamily buildings of eight (8) units or more (excluding Planned Unit Developments and Townhouses).~~

~~(Ord. 3216, 2020; Ord. 3189, 2018; Ord. 2722, 1977).~~