



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Virtual Meeting by Zoom  
January 5, 2021  
7:00 PM**

Due to the COVID-19 health concerns, the format of the City Commission meeting will be held in a virtual video-conferencing environment. City Commission members and City staff will attend the meeting via a remote location, using a virtual meeting method.

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 the virtual meeting utilizing Zoom Webinar. Attendees must register in advance for the Commission Meeting: [https://us02web.zoom.us/webinar/register/WN\\_6ZIK7jzMSGqhGq1d7hwvpQ](https://us02web.zoom.us/webinar/register/WN_6ZIK7jzMSGqhGq1d7hwvpQ) After registering, you will receive a confirmation email containing information about joining the webinar by Zoom.
- Participate by phone. Attendees must register in advance for the Commission Meeting using the link above. After registering, you will receive a confirmation email containing information about joining the webinar by phone. If you do not have internet access you may contact the Great Falls Public Library prior to the meeting at 453-9706 and they can assist with registration. The Mayor will provide direction during the meeting on how to alert staff that you have comments for the agenda item.
- Attend in person. The City will be following the Current Governor's Directives and the Public Health Officer Orders regarding public meetings conducted by, staffed by or held in the facilities of the city. Masks will be required, social distancing will be enforced, and the total number of persons in the meeting room will be limited to a maximum of 25. Public following these directives may view and participate in the meeting from the Gibson Room. Please refrain from attending in person if you are not feeling well.
- Provide public comments in writing. Comments may be sent via mail to PO Box 5021, Great Falls MT 59403 or by email to: [commission@greatfallsmt.net](mailto:commission@greatfallsmt.net). Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Please ensure that comments arrive before 12:00 PM on Tuesday, January 5, 2021. Due to tracking and dissemination requirements, written communication must be received by that time in order to 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 TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

## **CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

### **MILITARY UPDATES**

1. Miscellaneous reports and announcements from Malmstrom Air Force Base.

### **PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/BOARDS AND COMMISSIONS**

2. Miscellaneous reports and announcements.  
*(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 3 minutes. When at the podium, state your name and either your address or whether you are a city resident for the record.)*
3. Appointment/Reappointment to the Mansfield Center for the Performing Arts Advisory Board.
4. Appointment to the Library Board.
5. Reappointment to the Park and Recreation Board.

### **CITY MANAGER**

6. 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.*

7. Minutes, December 15, 2020, City Commission Meeting.
8. Total Expenditures of \$3,164,417 for the period of December 1, 2020 through December 16, 2020, to include claims over \$25,000, in the amount of \$2,614,137.
9. Contracts List.
10. Lien Release List.
11. Approve the purchase of one new Peterbilt 520 Curbtender Garbage Truck from SWS Equipment, Inc., of Spokane, WA, through Sourcewell, formerly known as NJPA, for a total of \$254,303, including shipping.

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

### **PUBLIC HEARINGS**

### **OLD BUSINESS**

### **NEW BUSINESS**

12. Comprehensive Annual Financial Report (CAFR) and Audit Report, FY 2019-2020. *Action: Ratify or not ratify the FY 2019-2020 CAFR, the Required Client Communication Letter and*

*the City's response to the Required Client Communication Letter, and the City Manager's authorization to staff to submit the related reports to other government agencies and financial institutions as necessary. (Presented by Melissa Kinzler)*

## **ORDINANCES / RESOLUTIONS**

### **CITY COMMISSION**

13. Miscellaneous reports and announcements from the City Commission.

### **ADJOURNMENT**

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



Commission Meeting Date: January 5, 2021  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

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

**From:** City Manager’s Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appoint and reappoint members to the Mansfield Center for the Performing Arts Advisory Board for three-year terms through December 31, 2023.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission appoint \_\_\_\_\_ and reappoint \_\_\_\_\_ for three-year terms through December 31, 2023.”

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 Ms. Krystina Thiel-Smalley and reappoint Christina Horton for three-year terms through December 31, 2023.

**Summary:** Ms. Horton was appointed to the Mansfield Center for the Performing Arts Advisory Board in October 2018 for a partial three-year term. She is interested and eligible to serve her first full term. Allen Lanning’s term expired on December 31, 2019 and the City has been advertising for the position since that time. Ms. Thiel-Smalley submitted her application in June but due to summer break for the Board and the inability to establish a quorum the Board wasn’t able to make the recommendation until their meeting on December 18, 2020. The Board recommended the appointment of Ms.Thiel-Smalley and the reappointment of Ms. Horton.

The City began advertising on the City’s Website for vacancies in December 2019 and has continued until this point.

**Background:**

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



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

Continuing members of this Board are:

Larry Gomoll	3/05/2019 – 12/31/2021
Grant Harville	12/19/2017 – 12/31/2022
Kyler Baker	3/17/2020 – 12/31/2022
Nancy Clark	11/7/2017 – 12/31/2021
Patty Holmes-Myers	1/1/2016 – 12/31/2021

Members wanting to remain on the Board:

Christina Horton	10/3/2018 – 12/31/2020
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Citizen interested in serving on the Board:

Krystina Thiel-Smalley

**Alternatives:** The Commission could choose to not appoint or reappoint and direct staff to continue advertising for the position.

**Concurrences:** During the Mansfield Center for the Performing Arts Advisory Board Meeting on December 18, 2020 the Board voted to recommend appointment of Krystina Thiel-Smalley and reappoint Christina Horton.



**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: <b>Mansfield Center For the Performing Arts</b>		Date of Application: <b>June 22, 2020</b>
Name: <b>Krystina Thiel-Smalley</b>		
Home Address: <b>2105 3rd Ave North</b>		Email address: <b>Krystina.thiel@gmail.com</b>
Home Phone: <b>406-799-9229</b>	Work Phone: <b>—</b>	Cell Phone: <b>406 799-9229</b>
Occupation: <b>Retired Theatre Teacher</b>	Employer: <b>GFPS</b>	
Would your work schedule conflict with meeting dates? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, please explain)		
Related experiences or background: <b>I have an extensive background in producing and directing plays and musicals. I understand the process of all elements of performance.</b>		
Educational Background: <b>BA Theatre Carral College BA English - University of Montana Masters - Theatre Production - Central Washington University</b>		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: <b>Montana Thespians. Many service activities through running the Theatre Department at Great Falls High for 32 years.</b>		
Previous and current public experience (elective or appointive): <b>NONE</b>		
Membership in other community organizations: <b>None at the time. However I plan to join community organizations since I now am retired.</b>		



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

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

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

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

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

I am interested in serving on this board because I firmly believe that the arts play an important role in communities. I want to see the arts thrive in Great Falls. Not only are the arts important to our souls, they bring us together.

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

I founded Pretty One Productions which produced 6 seasons of summer musicals in the Mansfield Theatre. We were able to donate a portion of our proceeds to the Mansfield Theatre.

Additional comments:

I am passionate about bringing (or keeping) live performances to Great Falls. The Mansfield is a jewel and needs attention and care. I am fully dedicated to the integrity of the Mansfield.

Signature

Krystina Thibault Smalley

Date:

6/22/20

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





Commission Meeting Date: January 5, 2021  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Appointment to the Library Board

**From:** City Manager's Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appoint one member to the Library Board for the remainder of a five-year term through June 30, 2025.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission appoint \_\_\_\_\_ to the Library Board for the remainder of a five-year term through June 30, 2025.”

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

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**Library Trustee Recommendation:** It is recommended that the City Commission appoint Jessica Crist to the Library Board for the remainder of a five-year term through June 30, 2025.

**Background:** Jill Baker was appointed to the Library Board on July 7, 2020 to replace Mitch Tropila, who termed out after ten years of service. Ms. Baker recently accepted a position with the Great Falls Public Library Foundation and resigned from the Library Board to avoid any conflicts of interest.

Advertising for the opening was done through the local media and also on the City's website. Staff also contacted the previous applicants from the posting in July. Mary Lehman, Jessica Crist and Shannon Myrick noted that they were still interested. Later Ms. Myrick reported that she would no longer be able to serve on the Board, if appointed, due to work conflicts. No additional applications were received.

The Library Board met on December 22, 2020 and recommended appointing Jessica Crist.

Purpose

The Library Board is comprised of five members who are appointed by the City Commission. The Board oversees the Library policies and operations including book policies and service to the City, County, and Pathfinder Federation of Libraries. Members serve for five-year terms, but no more than two full terms in succession, exclusive of time served on any unexpired term.

Continuing members of this board are:

Samantha DeForest	5/15/18 – 6/30/21
Whitney Olson	7/18/17 – 6/30/22
Anne Bulger	7/17/18 – 6/30/23
Susan McCord	7/ 1/19 – 6/30/24

Citizens interested in serving on the board are:

Shannon Myrick  
Jessica Crist  
Mary Lehman

**Concurrences:** During their meeting on December 22, 2020, the Library Board recommended that Jessica Crist be appointed to the Board.

**Attachments/Exhibits:**

Applications



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

Agenda #4.

*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: <b>Library Board</b>		Date of Application: <b>04/28/2020</b>
Name: <b>Shannon Myrick</b>		
Home Address: <b>2102 26th St S, # 201 Great Falls MT</b>		Email address: <b>shannonmyrick@outlook.com</b>
Home Phone:	Work Phone: <b>406 455 5435</b>	Cell Phone: <b>406 788 3434</b>
Occupation: <b>Medical Secretary</b>		Employer: <b>Benefis Health Systems</b>
Would your work schedule conflict with meeting dates?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
No. (There could possibly be an occasional time where the patient load dictates my presence, but do not expect that to be an issue.)		
Related experiences or background: Worked 16 years for the City of Walla Walla, WA as a 9-11 Dispatcher, Records Clerk as well as the Public Works Secretary for Streets and Sanitation Divisions. Experience with City budgeting, purchasing, contract management, RFP's, bid proposals and general operations. Other experience outside of city government include, but not limited to: Banking; Hospital Accounts Payable and Receivable, Hospital Purchasing. Served on audit committees for various clubs and organizations.		
Educational Background: I have had some college as well as seminars relating to various positions.		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: Vice President Church Council, Treasurer for 3-4 years for Church, Church Secretary, Church Youth Group Leader for elementary and junior high ages. Sunday School Teacher. Organizational Leader for 4H, 4H Leader for 14 years. TOPS treasurer, TOPS secretary. Audit Committee for various organizations (4). Woman's Club Member, Toastmaster Member, Employee Advisory Board for the City of WW. Great Place To Work Committee Member at Benefish Health Systems.		
Previous and current public experience (elective or appointive): School Board Member		
Membership in other community organizations: TOPS		

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

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

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

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

Please describe your interest in serving on this board/commission?  
I believe in the Library Service to the citizens of Great Falls and want to see this continue. I also believe in giving back to the community and because of my love for books, as well as my extensive experience with City operations and accounting I feel my skills could be of service to not only the library but to the citizens of Great Falls.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  
I have extensive experience with City Budgeting and Purchasing as well as an excellent understanding of the day to day operations of a city. My skills also include contract management, RFP's, call to bid procedures. I also have experience in supervising, interviewing and appointment of a public individuals. Experience also but is not limited to serving on employee boards and committees. I not only have experience with budgets for city but for nonprofits as well. I also worked in hospital setting as an accounts receivable and payable clerk.

Additional comments:  
It has been my desire to serve on a board with the City of Great Falls. I have been watching the board openings and my two interests have been with the Library and the Police Department. As mentioned before I feel I can contribute a lot to this board and it has been a goal of mine since I moved here to become involved with the Library. Great Falls provides so much to their citizens and the Library has so much to offer to citizen of all ages, I feel it would be an honor and privilege to serve on the board.

Signature:  Date: 4/28/2020

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

April 30, 2020

City Manager's Office  
PO Box 5021  
Great Falls, MT 59403

Attached please find my application to serve as a member of the Library Board. Having recently retired and stopped travelling for work, I would like to re-engage in my community. And I can think of no better place to do it than with the Library.

Libraries are part of my earliest childhood memories in Camp Hill, Pennsylvania. I remember my father helping to start the public library in the American Legion Hall. Later, my sister and I were part of a human book brigade, carrying armloads of books from the old library to the new one. And the summer after my freshman year in college, I volunteered in the library after Hurricane Agnes flooded the basement.

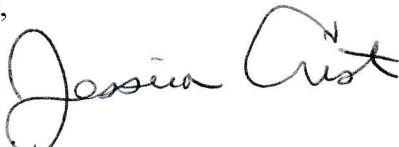
My husband's grandmother, Atta Graybill, was intimately involved with libraries in Montana, both in Great Falls, and on the state level. Libraries have been important both in my family of origin and in my husband's family. We do not take them for granted.

For twelve years I was a Bishop in the Lutheran Church. I was elected Chair of all the Bishops and served in that capacity for 4 years. During my tenure, which took me out of state regularly, I also served on the Board of Directors of Luther Seminary in St. Paul, MN, and Lutheran World Relief, in Baltimore, MD. I was also a part of the national governing body of the Evangelical Lutheran Church in America.

In my work in Montana, I became acquainted with communities across the state--large and small, urban and rural and tribal. I think I bring an understanding of a variety of Montana's people to any board experience. And I think I bring a sense of interconnectedness with the wider world.

I am glad to be back in Great Falls where in earlier days I served the YWCA, the PTA, the Girl Scouts, and Jeannette Rankin BPW. I am glad to be within walking distance of the Library, where I took my children to library for story hours regularly. I am glad to be home, and I am ready to serve.

Sincerely,



Jessica Crist  
401 4th Ave. N.  
Great Falls, MT 59401  
crist.jessica@gmail.com 406- 452- 0821





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

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

Board/Commission Applying For: <i>Library Board</i>		Date of Application: <i>4/30/2020</i>
Name: <i>Jessica Crist</i>		
Home Address: <i>401 4th Ave. N., Great Falls, MT 59401</i>		Email address: <i>crist.jessica@gmail.com</i>
Home Phone: <i>406 452-0821</i>	Work Phone:	Cell Phone: <i>406 868-7658</i>
Occupation: <i>Bishop/ clergy</i>	Employer: <i>retired</i>	
Would your work schedule conflict with meeting dates?    Yes <input type="checkbox"/> , No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: <i>Bishop/administrator of 125 congregations Service on local and national boards English major at Yale</i>		
Educational Background: <i>Yale - A.B. Harvard M.Div</i>		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: <i>YWCA Board member and president Whittier PTA Board member and president Girl Scout leader Montana Association of churches Board Member and President</i>		
Previous and current public experience (elective or appointive): <i>I have advocated on justice issues - particularly issues of race, gender, poverty and tribal issues - for many years - in our national church, and in state and national government.</i>		
Membership in other community organizations: <i>Bethel Lutheran church FISH Volunteer various progressive political action groups</i>		

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

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

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

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

Please describe your interest in serving on this board/commission?  
I have a long family history, both on my husband's side (Greeff) and on mine in supporting libraries. Now that I am retired and no longer travelling, I would like to serve the community by serving on the library board

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  
I have served on many boards and chaired them.  
I have a deep respect for libraries as reflective of the soul of the community.  
I have no agenda, no axe to grind

Additional comments:  
I appreciate that the library is more than books. It is programs and people. My husband and a reading tutor have met twice weekly in the library for over 15 years,

Signature  
*Jessie Cust*

Date:  
5/1/2020

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

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



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

Board/Commission Applying For: <i>Library Board</i>		Date of Application: <i>5/5/2020</i>
Name: <i>Mary J. Lehman</i>		
Home Address: <i>26 Gannon Drive</i>		Email address: <i>mandjinc2@gmail.com</i>
Home Phone: <i>406-453-2384</i>	Work Phone: <i>-</i>	Cell Phone: <i>406-781-0667</i>
Occupation: <i>Retired CPA</i>	Employer: <i>-</i>	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: <i>I would bring my financial background to the Library Board. I worked as CFO for 18 years. I also was in public accounting with 5 CCS for 4 years. As CFO I managed up to 25 people at a given time.</i>		
Educational Background: <i>BA degree in History w/minor in English BS degree in Accounting - Certified Public Accountant</i>		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: <i>See attached</i>		
Previous and current public experience (elective or appointive): <i>No elective or appointed public experience.</i>		
Membership in other community organizations: <i>See attached</i>		



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

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

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

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

Montana Food Bank Network, Blue Heron Homeowner's Assoc.

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

See attached

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

See attached

Additional comments:

Thank you for considering my application for a position on the Library board. I would greatly appreciate the opportunity to work with the Library board and staff to ensure the library is and remains a vital part of our community.

Signature

Mary J. Lehman

Date:

5/15/2020

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

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## Attachment to Boards and Commissions Citizen Interest Form

## Previous and current service activities:

YWCA Board of Directors – Treasurer and Board President – 6 years

Habitat for Humanity – Treasurer – 3 years

Great Falls Community Food Bank – Treasurer and Board President - 6 years

Great Falls Symphony Board of Directors – Treasurer – 3 years

Great Falls Public Library Foundation – Treasurer – 6 years

Montana Food Bank Network – Treasurer – Currently Board President – 7 years

Blue Heron Home Owner's Association – Currently Treasurer

## Membership in other community organizations:

Great Falls Downtown Optimists – 4 years

## Please describe your interest in serving on this board/commission:

It is my belief that the Library provides key services for the people of Great Falls. I personally love to read and would like to help others find access to books and other reading materials. But the Library also provides many other services such as children's programs, music in the park, access to computers, and travel programs, as well as great places to meet. I would also like to ensure that these programs remain healthy and viable for the community.

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

My experience on the Great Falls Public Library Foundation board gives me valuable experience of the goals and needs of our Library. As a member of the public relations committee, I worked to help promote the Foundation and the Library. As a member of the Finance Committee and Foundation treasurer, I had a very good understanding of the fiscal needs of the Library and its various funding streams. I have learned much from being on different boards over the years and appreciate the dedication and commitment of volunteers and staff in each organization. This experience has taught me the value of team work. My knowledge of accounting and financial principles could assist the Library board in maintaining the financial health of the Library.



Commission Meeting Date: January 5, 2021  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Reappointment to the Park and Recreation Board.  
**From:** City Manager’s Office  
**Initiated By:** City Commission  
**Presented By:** City Commission  
**Action Requested:** Reappoint one member the Park and Recreation Board.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission reappoint Patrick Carroll for a three-year term through December 31, 2023, to the Park and Recreation Board.”

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

**Board Recommendation:** The Park and Recreation Board met on December 14, 2020 and recommended reappointing Patrick Carroll to a three-year term and to continue advertising for the other two openings.

**Summary:** Patrick Carroll was appointed to the Board in April 2020 to fill the remainder of a three-year term. His term expired on December 31, 2020. June Sprout and Lynn Ulmer Oatman were appointed to the Board in January 2015, both serving two full terms and not eligible for reappointment. Advertising for the openings was done on December 11, 2020. As of the time of agenda submission, no applications have been received.

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

The City will continue to advertise for the vacancies on the Board.

Continuing members:

Carol Bradley	4/7/2020 – 12/31/2021
Lonnie Hill	1/1/2016 – 12/31/2021
Jen Creed	2/5/2019 – 12/31/2021
Gary Arno	4/7/2020 – 12/31/2021
Lonnie Hill	1/1/2016 – 12/31/2021

Member interested in reappointment:

Patrick Carroll 4/7/2020 – 12/31/2020

Departing Members:

June Sprout 1/5/2015 – 12/31/2020

Lynn Ulmer Oatman 1/1/2015 – 12/31/2020

**Alternatives:** The Commission could choose not to reappoint Mr. Carroll and ask staff to continue advertising for all positions.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**December 15, 2020**

Regular City Commission Meeting

Mayor Kelly presiding

**CALL TO ORDER:** 7:00 PM

Civic Center Gibson Room 212

**PLEDGE OF ALLEGIANCE**

Due to the COVID-19 health concerns, the format of the City Commission Meeting was held in a virtual video-conferencing environment.

**ROLL CALL/STAFF INTRODUCTIONS:** City Commission members participated electronically via Zoom Webinar: Bob Kelly, Tracy Houck, Mary Sheehy Moe, Owen Robinson and Rick Tryon. City Staff participating electronically were: City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Finance Director Melissa Kinzler; Planning and Community Development Director Craig Raymond; City Attorney Sara Sexe; and, Public Works Director Paul Skubinna. Trisha Gardner, Public Health Officer, also participated electronically. Staff present: Park and Recreation Director Steve Herrig; Police Captain Rob Moccasin; and City Clerk Lisa Kunz.

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 as follows:

- Attend in person. **The City will be following the Current Governor's Directives and the Public Health Officer Orders regarding public meetings conducted by, staffed by or held in the facilities of the city.** Masks will be required, social distancing will be enforced, and the total number of persons in the meeting room will be limited to a maximum of 25. Public following these directives may view and participate in the meeting from the Gibson Room. Please refrain from attending in person if you are not feeling well.
- Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, December 15, 2020, to: [commission@greatfallsmt.net](mailto:commission@greatfallsmt.net).
- Electronically. Register via the link on the meeting's agenda to attend the virtual Zoom Webinar meeting or to participate by phone.
- 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 cable channel 190, or online at <https://greatfallsmt.net/livestream>.

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

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:** None.

**PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/  
 BOARDS AND COMMISSIONS**

**1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.



**JOURNAL OF COMMISSION PROCEEDINGS**  
**December 15, 2020**

**2. COMMUNITY HEALTH INITIATIVES.**

Commissioner Robinson, City representative and voting member on the Board of Health, introduced Public Health Officer Trisha Gardner.

Public Health Officer Trisha Gardner reported the following:

- 6,086 cases were reported in Cascade County to date
- 109 new cases reported this morning (yesterday and today combined)
- There has been a drop in the positivity rate and case rate in the last week
- Great Falls received its first shipment of vaccines today; moving forward, she expects receiving weekly shipments
- Immunizations will be done in phases, starting with healthcare workers and first responders, highest risk for severe illness/long term care facilities, critical infrastructure individuals and then the general population

In response to Commission member inquiries, Public Health Officer Gardner commented:

- There is no cost for the vaccine itself, but an administration fee may be charged
- There is a two to four week range to see the effects of Thanksgiving holiday gatherings
- The State Centers for Disease Control and Prevention (CDC) will be reporting on the number of vaccinations received
- Anonymous reporting of businesses not enforcing the mask policy can be made at the State portal, or the City-County Health Department by email or phone
- The City-County Health Department has not issued any fines to businesses for non-compliance to date
- The State CDC website contains the state plan that differentiates the tiers for immunizations
- People with serious allergies should talk with their physician before getting the vaccine

Commissioner Robinson encouraged Commission members to contact him directly with questions.

**CITY MANAGER**

**3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon made the following announcements:

- Great Falls Fire Rescue promoted Bob Shupe to Assistant Fire Chief and Mike McIntosh to Fire Marshal
- Fire Station 4 project is progressing
- City staff Covid numbers are declining

**JOURNAL OF COMMISSION PROCEEDINGS**  
**December 15, 2020**

- The January 5, 2021 work session will be utilized to provide a DCIP grant/aquatics facility update

**CONSENT AGENDA.**

4. Minutes, December 1, 2020, City Commission Meeting.
5. Total Expenditures of \$3,393,875 for the period of October 31, 2020 through December 2, 2020, to include claims over \$25,000, in the amount of \$2,420,142.
6. Grants List.
7. Approve Community Based Policing Agreement with the Great Falls Housing Authority effective January 1, 2021, and authorize the City Manager to sign the Agreement.
8. Approve the Civic Center Snow Removal Agreement and authority the City Manager to sign the required documents.

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

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

Motion carried 5-0.

**PUBLIC HEARINGS**

9. **GREAT FALLS SADDLE CLUB LEASE OF CITY-OWNED PROPERTY LOCATED IN WADSWORTH PARK.**

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

Park and Recreation Director Steve Herrig reported that the Great Falls Saddle Club has provided equestrian opportunities for the community since 1971. For consideration is a five-year extension to the previously approved Lease Agreement expiring December 31, 2020. Both the City and the Lessee have the option to terminate the lease with a sixty-day written notice. The Lessee will be responsible for an annual fee and day-to-day maintenance.

Mayor Kelly asked if the Commission members had any clarifying questions.

In response to Commissioner Moe, Director Herrig commented that the Saddle Club provides riding lessons at Wadsworth Park.

Mayor Kelly asked if there were any public comments in support of or in opposition to the Great Falls Saddle Club lease of City-owned property located in Wadsworth Park.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**December 15, 2020**

Hearing none, Mayor Kelly closed the public hearing and asked the will of the Commission.

**Commissioner Tryon moved, seconded by Commissioner Moe, that the City Commission approve an Addendum to Wadsworth Park Saddle Club Agreement extending the term of the lease of City-owned property located in Wadsworth Park for a period of five years.**

Mayor Kelly asked if there was any discussion amongst the Commission members.

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

**OLD BUSINESS**

**NEW BUSINESS**

**10. EXCHANGE AGREEMENT BETWEEN CITY OF GREAT FALLS AND GREAT FALLS PUBLIC SCHOOL DISTRICT NUMBER 1.**

Park and Recreation Director Steve Herrig reported that the City of Great Falls and the Great Falls Public Schools are interested in a land trade that will be beneficial to both organizations. The District will swap a 10-acre parcel of land adjacent to the Seibel Soccer Park, referred to as the Loy land, for City property that includes 6 lots of Kranz Park. Both properties have been valued to be like kind with equal or greater value of approximately \$150,000.

The District would use the portion of Kranz Park for additional parking spaces at Great Falls High School. The School District's land is a potential site of the new Recreation Center made possible by a partnership with the City of Great Falls and the Department of Defense/Malmstrom Air Force Base through a Defense Community Infrastructure Program (DCIP) grant. If the site is ultimately not used for the Recreation facility, the City would utilize the property for other purposes or a future park.

**Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission set a public hearing for January 5, 2021, on the Exchange Agreement of City-owned property located at Lots 5-10 in the Tenth Addition to the Great Falls Original Townsite, Block 736 with the Great Falls Public School District Number 1 owned property located at S2SWSW Section 3, T20N, R4E, Mark 7B.**

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

Written communication was received from **Cheryl Reichert**, 51 Prospect Drive, urging the Commission to table this item and to locate a new aquatic center closer to the townspeople; and from and **Carol Craven**, City resident, urging the Commission to set a public hearing on this issue, and suggesting there is likely better land options than the property closer to Malmstrom.

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

**JOURNAL OF COMMISSION PROCEEDINGS**  
**December 15, 2020**

In the interests of transparency, Commissioner Moe disclosed that she was the former chair of the Great Falls Public Schools Board eight years ago and she continues to be on the Superintendents Advisory Council. This matter has been discussed at those meetings, but she has not participated in those discussions.

Mayor Kelly noted that Manager Doyon set the DCIP grant/aquatics facility update presentation for the January 5<sup>th</sup> work session. He would like to amend the motion to set the public hearing for January 19, 2021.

**Mayor Kelly moved, seconded by Commissioner Tryon, that the City Commission amend the main motion to set a public hearing for January 19, 2021.**

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

Commissioner Moe commented that she has no objection to the date change if it did not impinge on the process the City is going through. Concerns she will address at the public hearing include reducing the size of the park and issues with the aquatics facility site not being settled by January.

Manager Doyon noted no major concerns with the proposed postponement.

Director Herrig added they are on a tight timeline, but did not think there would be an issue with the postponement.

Commissioner Tryon requested that the School District property appraisal and the City property Cadastral valuation be provided to the Commission for consideration at the public hearing.

Commissioner Tryon expressed concern about now hearing if the School District site is ultimately not used for the recreation facility, the City would utilize the property for other purposes.

Director Herrig clarified that when he was first hired he and Deputy City Manager Anderson met with Superintendent Tammy Lacey and they discussed the 10-acres and its possibilities, and he has discussed with Manager Doyon that he would like to pursue this property whether it is suitable for the aquatics facility or not. Kranz Park is a hot topic for the School District because of on-street parking issues around the high school. The eastern portion of the park is ideal for their parking lot and still allows the City the other two-thirds of the park to install amenities.

For clarification, City Attorney Sara Sexe read the pending motion: **that the City Commission set a public hearing for January 19, 2021, on the Exchange Agreement of City-owned property located at Lots 5-10 in the Tenth Addition to the Great Falls Original Townsite, Block 736 with the Great Falls Public School District Number 1 owned property located at S2SWSW Section 3, T20N, R4E, Mark 7B.**

Mayor Kelly called for the vote.

Motion, as amended, carried 5-0.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**December 15, 2020**

**11. GREAT FALLS BASEBALL CLUB, INC. REQUEST FOR 2020 RENT FORGIVENESS IN THE AMOUNT OF \$10,648.**

Park and Recreation Director Steve Herrig reported that on April 6, 1999, the City of Great Falls and the Great Falls Baseball Club Inc. entered into a fifty-year lease agreement of Centene Stadium. The lease agreement requires an annual rent be paid to the City of Great Falls on or before November 1. The lease is on fixed rent stepped increases; thus, increasing the annual rent ten percent (10%) every five years. The current rent for 2020 is \$10,648.00. From 1999-2019 the Great Falls Baseball Club Inc. has been able to make their annual scheduled rent payment.

The Great Falls Baseball Club Inc. and Centene Stadium is the home of the Great Falls Voyagers minor league baseball team. In addition to hosting legion baseball games the Great Falls Baseball Club Inc. hosts several community and fundraising events. The Club employs grounds staff, administration staff and seasonal staff.

Due to COVID-19 related issues and restrictions in place, the Great Falls Baseball Club was unable to operate at normal capacity, seeing a decline of over 90% in revenues. Although the stadium had several COVID-19 restrictions in place, the Great Falls Baseball Club Inc. offered numerous low cost events to the community in an effort to have continual use of the stadium and staff employment throughout the summer.

Due to the 2020 financial hardship and in an effort to keep current and future operations going, the Great Falls Baseball Club, Inc. is requesting the City of Great Falls forgive the 2020 rent for Centene Stadium in the amount of \$10,648.00.

**Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission approve the Great Falls Baseball Club Inc.'s request for forgiveness of the Centene Stadium 2020 rent in the amount of \$10,648.00.**

Scott Reasoner, President of the Great Falls Baseball Club, commented that he started discussions with City staff in early July when he realized they were going to be pretty much shut down for the summer. He expressed appreciation to the Commission for their consideration of this request. Every bit helps as they try to recover from this past summer. The Club has a new recruitment with major league baseball and is bringing professional baseball back next summer.

Mayor Kelly recognized the value the Baseball Club brings to the community. Their sacrifices this summer have been felt by the entire community in a variety of ways. He is sympathetic to the organization's request for forgiveness. The Commission does not have a mechanism in place to help the other taxpayers and ratepayers in the community get the forgiveness they would like to have based on the current lack of income they are suffering from.

Mayor Kelly noted this is year 21 of a 50-year lease. He proposed deferring the lease payment over a period of 10 years with no interest.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**December 15, 2020**

After a brief discussion, Commissioners Tryon, Houck and Moe concurred with Mayor Kelly's proposal. Commissioner Robinson commented he stands by the motion and believes it is the right thing to do for the community.

Baseball Club President Reasoner commented that he could entertain that option with the Baseball Club's Board of Directors for consideration.

After discussion pertaining to other City-owned property leases, Mayor Kelly called for the vote.

Motion failed 1-4 (Mayor Kelly, Commissioners Houck, Moe and Tryon dissenting).

The City Manager and Park and Recreation Director were directed to arrange something along the lines that the Commission discussed.

**12. AMENDED AND RESTATED AGREEMENT FOR OPERATION AND MAINTENANCE OF WASTEWATER TREATMENT PLANT OF 1010.**

Public Works Director Paul Skubinna reported that the City of Great Falls has contracted operation and maintenance of its Wastewater Treatment Plant (Plant) since 1977. The City has never operated its own Plant as it is currently configured. The City's current operation and maintenance contract expires on December 31, 2020. The proposed agreement is for a period of 10-years. Based upon the amended terms of the agreement, the projected savings to the City is \$2.4 million dollars. As discussed at the last two work sessions, staff believes approval of this agreement is in the best interest of the public. It keeps City costs down, the plant in great condition and they have had an impeccable compliance record. This long-standing private/public partnership has been a mutually beneficial relationship.

**Commissioner Moe moved, seconded by Commissioners Houck and Tryon, that the City Commission approve the Amended and Restated Agreement for Operation and Maintenance of Wastewater Treatment Plant with Veolia Water North America Operating Services, LLC, and authorize the City Manager to execute the Agreement.**

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

**John Hubbard**, City resident, commented the water rates were raised 10-times for toxic water.

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

Commissioner Tryon inquired if Veolia participated in biobot testing.

Director Skubinna responded that they participated in a biobot study this spring. Samples for Covid-19 in the wastewater and collection system were collected from the end of March through the end of May with varying results and no detections in the system.

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

**JOURNAL OF COMMISSION PROCEEDINGS**  
**December 15, 2020**

Motion carried 5-0.

**ORDINANCES/RESOLUTIONS**

**13. RESOLUTION 10370, RELATING TO FINANCING CERTAIN PROPOSED IMPROVEMENTS OF THE EXTERIOR FAÇADE AND ROOF TO THE CITY'S CIVIC CENTER, ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE FOR RENOVATION.**

Finance Director Melissa Kinzler reported that staff had presented to the City Commission at the December 1, 2020 City Commission meeting a resolution authorizing the expenditure of funds from the Downtown Urban Renewal Tax Increment Financing District toward the Civic Center Façade Renovation Project. The City Commission held a public hearing and adopted Resolution 10379, authorizing approximately \$8,829,810 (includes interest on the debt) of funds from the Downtown Urban Renewal Tax Increment Financing District toward the project.

Resolution 10370 is a reimbursement resolution for costs associated with renovation of the exterior façade and roof of the City's Civic Center. This resolution will allow reimbursement by bond proceeds for costs that have occurred prior to the bond issuance.

The resolution authorizing the issuance and fixing terms and conditions for the estimated \$6,000,000 of improvements will be presented at a future date.

**Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10370.**

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

**John Hubbard**, City resident, suggested chipping off the façade and polishing the brick to save money.

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

Commissioner Tryon inquired if \$5.5 million for the repair and \$3.5 million to finance the debt were correct numbers.

Mayor Kelly responded that debt service, underwriting and legal fees, was standard for a 20-year bond.

Director Kinzler added that the numbers are an estimate at this point because they do not know what the actual annual percentage rate will be.

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

Motion carried 5-0.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**December 15, 2020**

**CITY COMMISSION**

**14. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Mayor Kelly wished everyone a happy and safe holiday.

Commissioner Moe recognized the work of the Park and Recreation Board, and thanked termed-out members Lynn Ulmer Oatman and June Sprout for their service.

**ADJOURNMENT**

There being no further business to come before the Commission, **Mayor Kelly moved, seconded by Commissioners Houck, Moe, Robinson and Tryon, to adjourn the regular meeting of December 15, 2020, at 8:40 p.m.**

Motion carried 5-0.

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Mayor Kelly

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City Clerk Lisa Kunz

**Minutes Approved: January 5, 2021**





Commission Meeting Date: January 5, 2021  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

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

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD DEC. 3, 2020 - DEC. 16, 2020	538,915.43
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS DEC. 3, 2020 - DEC. 16, 2020	2,621,350.71
MUNICIPAL COURT ACCOUNT CHECK RUN FOR DEC. 1, 2020 - DEC. 15, 2020	4,150.57
<b>TOTAL: \$</b>	<u><u>3,164,416.71</u></u>

**SPECIAL REVENUE FUND**

**SUPPORT & INNOVATION**

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT	NOVEMBER 2020 BID TAX ASSESSMENT DISTRIBUTION	116,810.40
GREAT FALLS TOURISM BUSINESS IMPROVEMENT DISTRICT	NOVEMBER 2020 TBID TAX ASSESSMENT DISTRIBUTION	185,480.50

**STREET DISTRICT**

UNITED MATERIALS OF GREAT FALLS	OF 1467 LOWER NORTH SIDE WATER MAIN REPLACEMENT ( SPLIT AMONG FUNDS)	317,221.08
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**PARK DISTRICT**

UNITED MATERIALS OF GREAT FALLS	OF 1740.2 JAYCEE PARK IMPROVEMENTS FINAL	27,222.04
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**CAPITAL PROJECTS**

**GENERAL CAPITAL**

DETAILED CONSTRUCTION CO	ANIMAL SHELTER HUG PROJECT CATTERY	175,869.30
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**ENTERPRISE FUNDS**

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**WATER**

UNITED MATERIALS OF GREAT FALLS	OF 1467 LOWER NORTH SIDE WATER MAIN REPLACEMENT ( SPLIT AMONG FUNDS)	5,430.80
DENNY MENHOLT CHEVROLET	2020 -1 TON CHEVY 4WD TRUCK	31,160.00
SLETTEN CONSTRUCTION	OF 1637.2 WTP FILTRATION IMPROVMENTS	492,161.77

**SEWER**

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT NOVEMBER 2020	256,147.61
VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT DECEMBER 2020	256,147.61
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS NOVEMBER 2020	12,500.00
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS DECEMBER 2020	12,500.00

**STORM DRAIN**

UNITED MATERIALS OF GREAT FALLS	OF 1467 LOWER NORTH SIDE WATER MAIN REPLACEMENT ( SPLIT AMONG FUNDS)	5,430.80
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**INTERNAL SERVICES FUND**

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**CENTRAL GARAGE**

DENNY MENHOLT CHEVROLET	2020 - 1 TON 4WD CHEVROLET TRUCK	31,260.00
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**TRUST AND AGENCY**

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**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	48,862.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	50,407.81
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	64,436.34
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	124,378.18
US BANK	FEDERAL TAXES, FICA & MEDICARE	204,037.85

**UTILITY BILLS**

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ENERGY KEEPERS, INC	NOVEMBER 2020 ENERGY	49,227.75
HIGHPLAINS LANDFILL	NOVEMBER 2020 SANITATION CONTRACT	82,341.28
NORTHWESTERN ENERGY	NOVEMBER 2020 SLD CHARGES	65,104.35

**CLAIMS OVER \$25000 TOTAL:**

\$ 2,614,137.47

**CITY OF GREAT FALLS, MONTANA**

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: January 5, 2021**

**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**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Public Works/ Engineering	Dali, LLC	01/05/2021- 12/31/2023	\$0.00	Memorandum of Understanding for a temporary construction and maintenance easement for culvert outlet stabilization and channel restoration that extends 60-feet from the centerline of the drainage channel in both directions in Parcel 2 of Certificate of Survey No. 5076, located in the Northwest Quarter of Section 29, Township 21 North, Range 4 East, P.M.M., City of Great Falls, Cascade County, Montana beginning at the centerline of the culvert

					outlet crossing Black Eagle Road thence easterly along the existing drainage to a point approximately 1,600 feet east of Black Eagle Road <b>OF 1658.1</b>
<b>B</b>	Public Works/ Engineering	Mark and Mary Liggett	Perpetual	\$1.00	Ratification of License Agreement to install within the sidewalk internal mechanisms to allow heating of the concrete at 1744 Alder Drive, Country Club Addition, Section 14, Township 20 North, Range 3 East, Block 7, and Lot 21
<b>C</b>	Public Work/ Environmental	Advanced Engineering & Environmental Services, Inc. (AE2S)	01/05/2021 – 12/31/2021	\$76,500	Professional Services Agreement to assist with completion of updates to Great Falls Stormwater Management Policies & Design Manual <b>OF 1361.1</b>
<b>D</b>	Park and Recreation	Thomas Dean & Hoskins, Inc. (TD&H Engineering)	01/05/2021 – 12/31/2021	\$2,000 - \$4,000	Addendum 1 to Professional Services Agreement to include Task 5.0 to redesign Jaycee and Valleyview Parks, and to re-bid the Park District Irrigation Upgrade project for Jaycee, Roosevelt and Valleyview Parks <b>OF 1740.3</b> (CR 010720.9C)

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

**DATE: January 5, 2021**

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

**PRESENTED BY:** Lisa Kunz, City Clerk

**ACTION REQUESTED:** Ratification of Lien Releases through the Consent Agenda

**MAYOR’S SIGNATURE:** \_\_\_\_\_

**LIEN RELEASES**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Finance Department	Cyrus Orville Watson	Current	\$200	Ratification of Partial Release of Resolution #9358 for levying and assessing the cost of removal and disposal of nuisance weeds at 305 10 <sup>th</sup> Street South – Parcel #230000



Commission Meeting Date: January 5, 2021

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** One New Tandem Axle Truck with Side Load Refuse Packer

**From:** Doug Alm, Vehicle Maintenance Manager

**Initiated By:** Public Works Department

**Presented By:** Paul Skubinna, Public Works Director

**Action Requested:** Approve Purchase of one new Peterbilt 520 Curbtender Garbage Truck from SWS Equipment, Inc.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of one new Peterbilt 520 Curbtender Garbage Truck from SWS Equipment, Inc., of Spokane, WA, through Sourcewell, formerly known as NJPA, for a total of \$254,303, including shipping.”

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 Peterbilt 520 Curbtender Garbage Truck from SWS Equipment, Inc., of Spokane, WA, through Sourcewell, formerly known as NJPA, for a total of \$254,303, including shipping.

**Background:**

Significant Impacts

The Sanitation Division currently has two trucks out of service. In early spring of 2020, Unit #923 was taken out of service due to a collision. In December 2020, Unit #923 was adjusted by MMIA in the amount of \$89,403.52. During the time-period Unit #923 has been in the adjustment process, the City’s residential customer base has continued to increase while the only route to the landfill has been under construction, causing increases in haul times.

Unit #913 is a 2007 American LaFrance Condor, (VIN# 5SXHANCY07RZ10535) and has logged 17,209 service hours. As the oldest and most traveled unit it was serving in a back-up capacity and was scheduled for replacement in 2023. Unit #913 was brought back into service in spring of 2020 when Unit #923 went out of service. During the week of December 14, 2020, a service related inspection found that Unit #913 was no longer safe to operate in the public theater and, that is was unserviceable.

Workload Impacts

The increase customer base, longer haul time and retirement of two Units has stretched sanitation staff and equipment to capacity. Replacement equipment is necessary to maintain current levels of service.

Purpose

The Sanitation Division provides an essential service for the City of Great Falls. Properly functioning equipment is a necessity to providing this essential service safely and efficiently. The proposed Peterbilt 520 will replace unit #913 and will be delivered and deployed in January to maintain the City's current level of service for residential solid waste collection.

Evaluation and Selection Process

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.

**Fiscal Impact:** The MMIA claim payments of \$89,403.52 will be used towards this proposed purchase; bringing the final cost to Sanitation Division down to \$164,899.48.

This truck purchase will replace Unit #913. There was no trade-in offer. This vehicle will be sold as scrap at a later date and/or used for parts.

The City currently maintains a debt service for previously purchased sanitation trucks financed through the Montana Board of Investments. The final loan payment is scheduled for February 2022. No additional debt service will be necessary for this purchase, because the \$164,899.48 will be paid by existing sanitation funds.

**Alternatives:** The City Commission could vote to reject the purchase of this new Peterbilt 520 Curbtender Garbage Truck. Sanitation would likely be able to maintain service at its current level for a short period of time; however, eventually, the City would be unable to meet the needs of its residential customer base.

**Attachments/Exhibits:**

SWS Equipment, Inc. Quote  
 Sourcewell Curbtender Quote  
 Sourcewell Contract Curbtender  
 Mountain States Truck Claims #923



**SWS Equipment, Inc.**

P.O. Box 13040  
 Spokane Valley, WA 99213-3040  
 509-533-9000 1-800-892-7831

**QUOTE**

Quote #: ROCBQ8464-01

Date: 12/21/20

Sales Rep: Roger Beatty

Customer No:

FOB: Great Falls MT

Ship Via: BESTWAY

Est. Ship Date: 60-90 days ARC

Terms: Net on Delivery

**Quote To:**

City Of Great Falls  
 Mr. Doug Alm  
 PO Box 5021  
 Great Falls MT 59403-5  
 (406) 454-2279 Fax: (406) 771-0700

**Ship To:**

City Of Great Falls  
 Mr. Doug Alm  
 PO Box 5021  
 Great Falls MT 59403-50  
 (406) 454-2279

**We are pleased to propose the following for your consideration**

Qty	Description	Unit Price	Ext. Price
1	New Peterbilt 520 Chassis 9 Liter 350 H.P. Alisson 3000	\$254,303.00	\$254,303.00
1	Curbtender 27YD PowerPak (Bubble Tailgate)		
1	PowerArm		
1	EPC, Electric-Over-Hydraulic, Proportional Controls		
1	Tip To Dump (TTD)		
1	Factory Install - New Chassis		
1	Peterbilt 520 Chassis Prep RH Drive		
1	Diesel Prep		
1	Customer Supplied Chassis		
1	Hot Shift PTO (Transmission Mounted) PTO Configuration		
1	Operate at Idle Arm (Tandem Vane Pump)		
1	1800 PSI Packer Limit Switch		
1	110V Hydraulic Oil Heater		
1	Joystick w/ Toggle-to-Grip		
1	Street Level Aux Rocker Switches		
1	Remote Grease Line, Lift Cylinder		
1	Commercial Grippers for 300 gal cans		
1	Bolt On Grippers		
1	No Gripper Holder		



Qty	Description	Unit Price	Ext. Price
1	Hopper Cover, Air Cylinder Operated		
1	Remote Grease Line, Pack Cylinder		
1	RH Clean Out Tool & Holder		
1	Steel Mud Flaps (Forward Rear Wheel)		
1	LED S/T/T/REV DOT Lights		
1	LED Work Lights, Low/High -		
1	LED Flood Lights, High Rear (2)		
1	LED Rear Strobe, Single, High Center Mount		
1	Curbtender Camera System W/ 7" Monitor with 1 rear camera		
1	Hopper camera to be factory installed		
1	Performance White Paint		
1	1 year Premier Standard Warranty (Body)		
1	1 year Premier Standard Warranty ( Arm Structural )		
1	1 year Premier Standard Warranty ( Operational Electronics )		
	Running SubTotal		\$254,303.00
1	PDI in Great Falls		
1	Freight to Great Falls		
1	Sourcewell Fee		
	Running SubTotal		\$254,303.00
		<b>Order Total</b>	<b>\$254,303.00</b>

PRICES SUBJECT TO CHANGE DUE TO CHANGING STEEL PRICES - THANK YOU!

By: \_\_\_\_\_ Accepted \_\_\_\_\_ Date \_\_\_\_\_

QUOTE VALID FOR 30 DAYS

**PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE**



**Quote #:** 1763

**Reseller:** CURBTENDER  
SOURCEWELL

**Reseller Phone:** 319-266-1721

**Created By:** Ben Stone

**Ship-to Address:**

City of Great Falls  
Doug Alm  
Po Box 5021  
Great Falls, MT 59403

**Customer:** City of Great Falls

**Customer Phone:** 4064542279

**Customer Fax:** 4067710700

**Email:**

**Bill-to Address:**

City of Great Falls  
Doug Alm  
Po Box 5021  
Great Falls, MT 59403

Item	Item Description	Qty	Price	Total
POWERPAK (ASL) - 09.19				
PP27	27YD PowerPak (Bubble Tailgate)	1	\$131,250	\$131,250
CM02-PP	Tip to Dump (TTD)	1	\$333	\$333
LA01-PP	PowerArm	1	\$0	\$0
CC01-PP	EPC, Electric-Over-Hydraulic, Proportional Controls	1	\$0	\$0
CM03-PP	Factory Install - New Chassis	1	\$0	\$0
MNT-520	PETERBILT 520 CHASSIS PREP	1	\$0	\$0
CM05-PP	Diesel Prep	1	\$0	\$0
ENG-9L	CUSTOMER SUPPLIED CHASSIS W/ 9L ENGINE	1	\$0	\$0
TRAN-3000	CUSTOMER SUPPLIED CHASSIS W/ ALLISON 3000 SERIES	1	\$0	\$0
	CHASSIS CAB-TO- 203 AXLE MEASUREMENT: CHASSIS FRONT 20000 AXLE RATING: CHASSIS REAR 46,000 AXLE RATING:			
CP02-PP	Hot Shift PTO (Transmission Mounted)	1	\$507	\$507
AH02-PP	Operate at Idle Arm (Tandem Vane Pump)	1	\$372	\$372
AH04-PP	1800 PSI Packer Limit Switch	1	\$0	\$0
PP-HY9	110V HYDRAULIC OIL HEATER	1	\$413	\$413
AC01-PP	Joystick w/ Toggle-to-Grip	1	\$0	\$0
AC03-PP	Remote Arm Out Light	1	\$315	\$315
AB01-PP	Remote Grease Line, Lift Cylinder	1	\$252	\$252
AG01-PP	Commercial Gripper	1	\$1,064	\$1,064
AG04-PP	Bolt On Grippers	1	\$0	\$0
PP-AO7	NO GRIPPER HOLDER	1	\$0	\$0
AB05-PP	Hopper Cover, Air Cylinder Operated	1	\$2,620	\$2,620
AB10-PP	Remote Grease Line, Pack Cylinder	1	\$250	\$250
AB21-PP	RH Clean Out Tool & Holder	1	\$200	\$200
AB33-PP	Steel Mud Flaps (Forward Rear Wheel)	1	\$220	\$220
CL01-PP	LED S/T/T/REV	1	\$0	\$0
CL12-PP	LED Flood Lights, High Rear (2)	1	\$300	\$300
CL17-PP	LED Rear Strobe, Single, High Center Mount	1	\$370	\$370
CS02-PP	Fire Extinguisher 20 LBS on Body	1	\$503	\$503
CS13-PP	Curbtender Camera System W/ 7" Monitor	1	\$0	\$0
AS09-PP	Hopper Camera	1	\$1,200	\$1,200
PP-PA1	PERFORMANCE WHITE PAINT	1	\$0	\$0
CD02-PP	Cooperative Purchase	1	\$0	\$0
CD03-PP	Sourcewell Discount	1	(\$5,000)	(\$5,000)
AW08-PP	Sourcewell Warranty, 2 Year Cylinder Standard	1	\$0	\$0
AW04-PP	Sourcewell Warranty, 2 Year Body Standard	1	\$0	\$0
	<b>CurbReady Peterbilt 520 Chassis through Golden State Peterbilt</b>	<b>1</b>	<b>\$127,500</b>	<b>\$127,500</b>



Quote #: 1763

Reseller: CURBTENDER  
SOURCEWELL

Reseller Phone: 319-266-1721

Created By: Ben Stone

Ship-to Address:

City of Great Falls  
Doug Alm  
Po Box 5021  
Great Falls, MT 59403

Customer: City of Great Falls

Customer Phone: 4064542279

Customer Fax: 4067710700

Email:

Bill-to Address:

City of Great Falls  
Doug Alm  
Po Box 5021  
Great Falls, MT 59403

Item	Item Description	Qty	Price	Total
	Sourcewell Chassis Fee	1	\$1,913	\$1,913
	PDI and Training Provided By SWS Equipment	1	\$4,000	\$4,000

Discount:	(\$18,279)
Freight:	\$4,000
Total:	\$254,303

This quote is valid until: 3/21/2021

QUOTE IS NOT CONSIDERED FIRM UNTIL IT HAS BEEN SUBMITTED FOR ENGINEERING REVIEW AND APPROVED BY CURBTENDER.



## Solicitation Number: RFP#091219

### CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Curbtender Inc.**, 701 Performance Dr., Cedar Falls, IA 50613 (Vendor).

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

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

#### 1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

#### 2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

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

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

### **3. PRICING**

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

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

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

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

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

## 5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

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

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

## 6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

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

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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



The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

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

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

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

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

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

## **11. LIABILITY**

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

## **12. AUDITS**

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

## **13. GOVERNMENT DATA PRACTICES**

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

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

#### **14. INTELLECTUAL PROPERTY**

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

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

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

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

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

#### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **17. FORCE MAJEURE**

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

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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

## **21. COMPLIANCE**

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

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

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

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

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

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



a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction



work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

## 24. CANCELLATION

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

Sourcewell

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 11/11/2019 | 4:25 PM CST

Curbtender Inc.

DocuSigned by:  
By: Mark Watje  
0F4EE96627624EB...  
Mark Watje  
Title: President  
Date: 11/11/2019 | 4:17 PM CST

Approved:

DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/11/2019 | 6:45 PM CST

# RFP 091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

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## Vendor Details

Company Name: Curbtender, Inc.  
701 Performance Drive  
Address: Cedar Falls, IA 50613  
Contact: Mark Watje  
Email: mwatje@curbtender.com  
Phone: 319-266-1721 302  
Fax: 319-266-8207  
HST#: 82-2732255

## Submission Details

Created On: Friday August 16, 2019 14:47:51  
Submitted On: Thursday September 12, 2019 16:25:15  
Submitted By: Mark Watje  
Email: mwatje@curbtender.com  
Transaction #: 9468ec9c-fc5d-43fa-84ec-810f0ca89a60  
Submitter's IP Address: 24.149.10.27

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**Specifications****Proposer Identity & Authorized Representatives**

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Curbtender, Inc.
2	Proposer Address:	701 Performance Dr Cedar Falls, IA 50613
3	Proposer website address:	www.curbtender.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Mark Watje President mwatje@curbtender.com 319.266.1721 x302
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mark Watje President mwatje@curbtender.com 319.266.1721 x302
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Amy Simon Sales Coordinator asimon@curbtender.com 319.266.1721 x303  Donnie Bain Regional Sales Manager dbain@curbtender.com 319-883-0044

**Company Information and Financial Strength**

Line Item	Question	Response *
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7

Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.

Curbtender Inc. is a manufacturer of refuse collection vehicles, street sweepers, and leaf collection vehicles based in Cedar Falls, Iowa. Our goal is to produce high performance, durable products that offer customers a lower total cost of ownership (TCO). We believe in conducting our business with world-class service and respect. The values and goals of our company are influenced by our Midwest agricultural roots. Many of our employees grew up on a family farm or even continue to farm today. As such, we understand that our customers need reliable products with excellent value and innovation to help them get the job done better; just like our family farmers. These values influence every product we design, produce, and sell.

Curbtender has a history anchored in the development of the automated side loader. In the 1970s, Wayne Engineering (Curbtender's predecessor) developed the Curbtender product model and its "Power Arm" lifting device. By 1978, the Curbtender was commercially offered and produced. It was the first commercially produced and longest produced automated side loader in the waste industry. The Curbtender gained prominence in the 1990's and early 2000's when Leach private labeled the Curbtender product and sold it through its distributor network.

In late 2006, the Watje family gained an ownership position and management oversight of the business. Since that time, the company has introduced a wide variety of new products including large rear loaders, front loaders, several models of street sweepers, and hybrid technologies. In 2017, the Watje family partnered with a multi-billion dollar privately held automotive conglomerate to buy out the majority owners of Wayne Engineering and form Curbtender Inc. The \$14M maneuver allowed the company to retire all debt and invest heavily in engineering, sales, and marketing. Since becoming Curbtender, the company has substantially grown its distributor network, invested in a sizable demonstrator fleet, and focused on building turnkey stock truck solutions.

Curbtender has over 50 years of history in the Waste Industry, largely defined by automated waste collecting technologies. We firmly believe that the future of our company will be defined by developing all-electric truck platforms to push our industry forward. For nearly 5 years, our company has been researching and developing all-electric garbage trucks. We introduced the first all-electric small rear loader (the Quantum) three years ago in collaboration with BYD. Two years ago we introduced America's first all-electric automated side loader, the HammerPak, also in collaboration with BYD. Both platforms have been extensively demonstrated throughout the US and Canada to showcase the commercial viability of electric trucks in the waste industry. The success of an electric garbage truck is predicated upon its weight and power consumption. As such, Curbtender has focused heavily on developing lightweight body platforms which perform the same amount of work with less power demand.

<p>8</p>	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>With a total of 41 models offered, Curbtender has one of the largest portfolios of products to offer Sourcewell customers in the waste industry. This includes 5 Front Loader models, 10 Rear Loader models, 12 Manual Side Loader models, and 14 Automated Side Loader models. In addition to its manufactured bodies, Curbtender has partnered with chassis providers to offer select turnkey body/chassis packages for Sourcewell customers.</p> <p><b>FRONT LOADERS</b></p> <p>Titan- a heavy duty front loader available in 40 cubic yard and 44 cubic yard variants.</p> <p>Titanium- a lightweight front loader available in 27 and 32 cubic yard variants for limited access applications and a 40 cubic yard variant for traditional applications. Due to lightweight design, this model is ideal for customers bound by restrictive West Coast weight laws.</p> <p><b>REAR LOADERS</b></p> <p>Quantum- a nimble residential rear loader available in 6, 8, and 10 cubic yard variants. The Quantum is arguably America's most popular small rear loader thanks to its best-in-class legal payload capacity and fastest hopper cycle time. All three sizes are available for use without a commercial drivers license.</p> <p>Quantum MD- a residential rear loader based on the same design concepts of the Quantum but featuring a larger hopper and offered in 11 and 13 cubic yard variants. The 11 yard size is available for use without a commercial drivers license.</p> <p>Quantum XL- a residential rear loader based on the same design concepts of the Quantum but featuring a larger hopper than the Quantum MD and offered in 16 and 20 cubic yard variants.</p> <p>Fury- a commercial rear loader with a wide variety of lifting device options and offered in a 20 cubic yard capacity.</p> <p>Phoenix- a heavy duty commercial rear loader based on the same design concepts of the Fury but featuring extensive structural upgrades and reinforcements necessary for the toughest applications. Offered in 25 and 32 cubic yard body sizes.</p> <p><b>MANUAL SIDE LOADERS</b></p> <p>Pup- a highly maneuverable manual side loader offered in 6 and 7 cubic yard variants and with truck mounted or trailer mounted platform. Thanks to its small design, it's ideal for parks and downtown areas with limited access. All four variants are available for use without a commercial drivers license.</p> <p>TomCat- A manual side loader with loading from either side and available in 8, 12, and 14 cubic yard variants. The 8 and 12 yard sizes are available for use without a commercial drivers license.</p> <p>TomCat ST- A manual side loader based on the TomCat design, but featuring the ability to satellite transfer its load into the back of a rear loader. This product is ideal for limited access collection in major cities. Available in 6 and 10 cubic yard variants. Both sizes are available for use without a commercial drivers license.</p> <p>TomCat SB- A manual side loader based on the TomCat design, but featuring a split body and tailgate to allow for collection of two different waste streams (such as recycling and waste). Available in 8, 12, and 14 cubic yard variants. The 8 and 12 yard sizes are available for use without a commercial drivers license.</p> <p>VacPak- A 18 cubic yard manual side loader based on the TomCat design, but featuring seasonal leaf collection as its primary purpose. A fan mounts in the hopper while a mechanized vacuum hose and boom mounts to the cart tipper mounting point. The patent pending VacPak is the only leaf collector that can simultaneously collect and pack leaves. Manual loading of yard waste carts and bags can safely occur on the street side of the hopper while the fan is in operation. After leaf season the fan, hose, and boom quickly dismount and convert the truck to a manual side loader for residential trash.</p> <p><b>AUTOMATED SIDE LOADER</b></p> <p>AutoCat- A light duty automated side loader intended for rural routes, urban areas, or missed stop collection. Based on the TomCat design platform but utilizes Curbtender's PowerArm for collection. Available in 12, 14, and 18 cubic yard size variants. The 12 yard size can be configured to be operated without a commercial drivers license.</p> <p>HammerPak- A lightweight automated side loader featuring a lower total cost of ownership thanks to a reduction in moving parts, elimination of many wear surfaces by design, and lower power consumption. Available in 18, 24, and 27 cubic yard variants. The HammerPak was uniquely designed to perform efficiently on an all-electric platform.</p> <p>PowerPak- A high performance automated side loader with the industry's highest rated arm capacity, industry's best standard warranty, and 1,000 lbs per cubic yard compaction rating. Formerly known as the Wayne "Curbtender," the Curbtender "PowerPak" is available in 20, 22, 24, 27, 28, and 31 cubic yard variants.</p>
<p>9</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Curbtender expects to market and sell up to 100 of its refuse truck bodies annually using its Sourcewell contract. The contract will be prominently featured in its print, digital, and physical marketing efforts.</p>

10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Curbtender is a privately held company and does not public release revenue or profit information. The company maintains considerable financial strength and has provided evidence of such in the supporting documents section. Highlights of its financial strength include: 1) Total Assets of over \$17.8M, 2) Current Assets of over \$10.5M, and 3) Long Term Debt of under \$2.0M.	*
11	What is your US market share for the solutions that you are proposing?	<p>In the garbage truck manufacturing industry, market share numbers are estimates only as there is no central reporting or registration entity. Any reporting that occurs is voluntary and is not audited by a third party for accuracy. As such market share estimates are derived from a mixture of sources including Polk commercial truck registration reports, top private hauler lists published by trade journals, internal research, and other sources of voluntary reporting.</p> <p>Curbtender chooses to focus primarily on municipal customers rather than the Top 3 private haulers (Waste Management, Republic, Waste Connections). These three entities purchase the vast majority of refuse trucks in the waste industry and therefore skew market share numbers. Together they account for over 3,000 purchases annually. The rest of the market fluctuates substantially depending on economic conditions. When purchases from the Top 3 are removed, Curbtender's US &amp; Canadian market share ranges between an estimated 3.5% to 8.3% (depending on overall market size and economic conditions).</p>	*
12	What is your Canadian market share, if any?	<p>In the garbage truck manufacturing industry, market share numbers are estimates only as there is no central reporting or registration entity. Any reporting that occurs is voluntary and is not audited by a third party for accuracy. As such market share estimates are derived from a mixture of sources including Polk commercial truck registration reports, top private hauler lists published by trade journals, internal research, and other sources of voluntary reporting.</p> <p>Curbtender chooses to focus primarily on municipal customers rather than the Top 3 private haulers (Waste Management, Republic, Waste Connections). These three entities purchase the vast majority of refuse trucks in the waste industry and therefore skew market share numbers. Together they account for over 3,000 purchases annually. The rest of the market fluctuates substantially depending on economic conditions. When purchases from the Top 3 are removed, Curbtender's US &amp; Canadian market share ranges between an estimated 3.5% to 8.3% (depending on overall market size and economic conditions).</p>	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Curbtender Inc. nor its predecessor Wayne Industrial Holdings LLC (d/b/a Wayne Engineering) have ever petitioned for bankruptcy protection.	*
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Curbtender is a manufacturer of truck mounted refuse collection equipment. The company employs a field sales team of 7 individuals providing sales assistance throughout the US and Canada. Curbtender also employs four service techs who assist customers primarily through phone, email, and training events. When necessary, our service techs travel to customer locations to assist difficult repairs.</p> <p>Our company primarily sells and services its products through an independent sales and service network. Curbtender's 30+ partners have service capabilities or facilities in over 40 US states and Canadian provinces. The states with no independent partner are typically lower in population and are handled direct. In those situations, we look to partner with the customer's preferred local service entity for warranty repairs.</p> <p>If awarded a contract, Curbtender intends to administer its contract nationally and directly with its Sourcwell customers. Our distributor network will assist Curbtender in developing sales opportunities and they will provide after-sales support (including performing warranty repairs, stocking parts locally, selling parts locally, etc).</p>	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	In order to transfer title of a new vehicle to an end user, Curbtender must possess a Final Stage Manufacturer License from the State of Iowa. Curbtender applied for this license in 2018 and received it in early 2019. Outside of this license, there are no specific industry licenses or certifications required to conduct business in the garbage truck body manufacturing business.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None applicable.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Front-load, side-load, rear-load, multi-compartment refuse vehicles, electric powered vehicles.	*

## Industry Recognition &amp; Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Curbtender has not received any awards from the National Waste & Recycling Association, nor is it aware of any awards that it gives out which are not individual in nature.
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 70% of Curbtender's annual sales are to the governmental sector. The remaining sales are to smaller private haulers.
20	What percentage of your sales are to the education sector in the past three years	2% or less of Curbtender's business is in the education sector. When sold to the education sector, it is typically to a college or university.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Curbtender recently was awarded a contract with the Virginia Sheriff's Association, however it has yet to go into effect.</p> <p>Curbtender has a contract with the Florida Sheriff's Association. Historically this has yielded ~\$500,000 of sales volume (bodies only, no chassis). However, the new contract going into effect after October 1, 2019 is expected to yield much higher sales volume as we have added additional products and have added a new distributor in South Florida that utilizes this contract extensively.</p> <p>Curbtender has a contract with HGAC and historically has sold up to \$1M of refuse truck bodies using this contract. However, since the contract is set up specific to refuse truck bodies (without chassis), customers find it very difficult to navigate a truck purchase. As such, its success with our company has been limited.</p> <p>While Curbtender does not have a contract with the State of Arizona, it is partnered with chassis vendors who do. Curbtender has been notified by its chassis partners that it will be awarded up to \$2M of refuse truck bodies from the Arizona State Contract in the current fiscal cycle.</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curbtender does not currently have a GSA contract.

## References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
City of Toronto	John Ioannou	(416) 396-4841
New York City Parks	Jose Hernandez	(212) 410-8317
City of Beverly Hills	Craig Crowder	(310) 285-2484
City of Billings	Vester Wilson	(406) 247-8620
City of East Point	Charles Moore	(404) 270-7140

### Top Five Government or Education Customers

**Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Undisclosed	Government	Texas - TX	Built, installed, and sold rear loading refuse truck bodies. (Truck chassis was quoted and sold separately by a local chassis dealer. As such, that dollar amount is not included in the dollar volume. Curbtender did not sell direct, so the dollar volume does not include retail markup.)	Retail price of all bodies and truck chassis, over 3 years exceeded \$3,600,000.  Orders were approximately annually, or \$1.2M annually.	\$1,300,000 - Curbtender's invoiced price to reseller for body only
Undisclosed	Government	New York - NY	Built, installed, and sold rear loading refuse truck bodies.  (Truck chassis was quoted and sold separately by a local chassis dealer. As such, that dollar amount is not included in the dollar volume. Curbtender did not sell direct, so the dollar volume does not include retail markup.)	Retail price of all bodies and truck chassis, over 3 years exceeded \$2,640,000.  Orders were approximately annually, or \$880k annually.	\$1,000,000 - Curbtender's invoiced price to reseller for body only
Undisclosed	Government	Montana - MT	Built, installed, and sold automated side loading refuse truck bodies.  (Truck chassis was quoted and sold separately by a local chassis dealer. As such, that dollar amount is not included in the dollar volume. Curbtender did not sell direct, so the dollar volume does not include retail markup.)	Retail price of all bodies and truck chassis, over 3 years exceeded \$2,232,000.  Orders were approximately annually, or \$744k annually.	\$900,000 - Curbtender's invoiced price to reseller for body only
Undisclosed	Government	New Mexico - NM	Built, installed, and sold automated side loading refuse truck bodies.  (Truck chassis was quoted and sold separately by a local chassis dealer. As such, that dollar amount is not included in the dollar volume. Curbtender did not sell direct, so the dollar volume does not include retail markup.)	Retail price of all bodies and truck chassis, over 3 years exceeded \$1,736,000.  Orders were approximately annually, or \$578k annually.	\$700,000 - Curbtender's invoiced price to reseller for body only
Undisclosed	Government	AB - Alberta	Built, installed, and sold front loading refuse truck bodies.  (Truck chassis was quoted and sold separately by a local chassis dealer. As such, that dollar amount is not included in the dollar volume. Curbtender did not sell direct, so the dollar volume does not include retail markup.)	Retail price of all bodies and truck chassis, over 3 years exceeded \$1,370,000.  Orders were approximately annually, or \$456k annually.	\$500,000- Curbtender's invoiced price to reseller for body only



**Ability to Sell and Deliver Service Nationwide**

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

Line Item	Question	Response *
25	Sales force.	Curbtender employs a sales force of 7 individuals, all of whom are direct employees. Some of the sales members live in their area of responsibility, while others commute via airplane or car to their area of responsibility. These 7 individuals collectively manage sales development in the US and Canada (including remote areas such as Hawaii and Alaska).
26	Dealer network or other distribution methods.	Curbtender has over 30 independent sales and service locations providing service to over 40 states or provinces. In some instances a dealer may have multiple physical locations covering multiple states. In other instances they may cover a territory with mobile service units. Curbtender's independent sales and service network is actively growing and we seek to establish at least one entity in each state and territory.  To view our network, please follow this link: <a href="https://curbtender.com/sales/">https://curbtender.com/sales/</a>
27	Service force.	Due to the size of Curbtender's independent sales and service network, the company has not needed to employ a large service force. Regardless, the company employs 4 full time trained service technicians. These individuals assist the independent service network in troubleshooting repairs and service training. Our service team also takes direct calls from end-users and assists remotely in repairs. In isolated instances Curbtender is called upon to assist in on-site troubleshooting or repair. All of Curbtender's service support is free to its service partners and end-users; the service department is not a revenue generating business unit.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All of Curbtender's independent sales and service partners are expected to maintain trained service technicians on staff in order to be a partner in good standing. Our end-users primarily call on the independent partners just for warranty service or service for labor intensive repair jobs. For regular maintenance and out-of-warranty service, most of Curbtender's customers perform these activities in-house.  Curbtender encourages all its partners to maintain spare parts stock related to customer units in their area. Curbtender also sells OEM parts to national part reseller Wastebuilt, which has 10 locations nationally. They maintain an extensive level of Curbtender parts in stock. Between Curbtender's internal stock, its 30 independent service partners stock, and Wastebuilt's stock-customer are able to quickly acquire just about any service part for Curbtender products.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Curbtender intends to service all geographic locations of the United States through the proposed contract. If an end-user does not have a local Curbtender service partner nearby, we can and will work with their preferred hydraulic or equipment repair shop.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Curbtender intends to focus its co-operative purchase sales efforts on the Sourcewell contract if awarded due to its flexibility and preference by customers. As such, sales through H-GAC and other state contracts are expected to diminish. Curbtender intends to fully service all interested Sourcewell member sectors.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	There are no contract restrictions or requirements per se. Instead, there are considerations which Curbtender has expertise in. Most of these considerations revolve around local emissions rules, availability of certain types of diesel fuel, and availability of only a few truck chassis service locations. Curbtender sells to such remote areas already and in many cases has high performing sales and service partners in these locations that will assist it in ensuring our end users receive a truck package that meets their local needs.

## Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Curbtender will market its contract with Sourcewell in industry publications (such as Waste Advantage Magazine), on its website, on brochures, at industry trade shows, through its 7 direct sales people, and through its 30 independent resellers. Additionally, Curbtender will extensively market its Sourcewell contract digitally online (see next section for more details).
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Curbtender is engaged in a comprehensive digital marketing campaign. The campaign consists of social media, persona targeting, behavioral targeting, site re-targeting, and traditional digital marketing within industry sources.</p> <p><b>SOCIAL MEDIA</b> Curbtender's sales team and social media manager engage extensively on LinkedIn, Instagram, and Facebook. Curbtender corporately posts content at least three times each week. Our sales team re-shares these posts as well as posts their own original content. I believe Curbtender has one of the most effective social media campaigns among its peers. As an example of this, Donnie Bain our Eastern Sales Manager posted a video of our VacPak on LinkedIn and had over 22,000 views in less than one week. From that, he received 483 likes, 73 comments, 17 post re-shares, 6 quote requests, 3 demo requests, and one truck sale- all in one week. In 2020, Curbtender plans to enhance its social media campaigns by paying to promote or boost its content. If awarded a Sourcewell contract, it will play a central part in our social media marketing. Additionally, Curbtender pays a professional service to automate our company President's LinkedIn network growth. The service sends over 50 LinkedIn invites per week with a tailored message and custom follow-up messages up and until the point that the person replies. This network growth is focused 100% on public sector waste industry professionals.</p> <p><b>PERSONA TARGETING</b> Curbtender pays a marketing firm to engage in persona targeting online. Web users who fit our custom audience segment (including demographics and firmographics like job title and industry) are presented with our banner advertisements. The ads can show up anywhere from industry websites, to ESPN's website, to a phone app game.</p> <p><b>BEHAVIORAL TARGETING</b> Curbtender pays a marketing firm to engage in behavioral targeting. Web users that use certain keywords or phrases which match our industry and customer identity are presented with banner advertisements through programmatic advertising.</p> <p><b>SITE RE-TARGETING</b> Curbtender pays a marketing firm to engage in site re-targeting. Essentially, we follow web users that come in/out of our website as well as third party websites like National Waste &amp; Recycling Association, and present them with ads when they navigate to unrelated websites.</p> <p><b>TRADITIONAL WEB MARKETING</b> Curbtender lists available units on TheHauler.com's truck listing website. Curbtender also engages in periodic advertisements in newsletters, e-blasts, and websites of industry sources.</p> <p><b>REACH</b> The Persona Targeting, Behavioral Targeting, and Site Re-Targeting yields 2 million impressions annually. Curbtender's LinkedIn content can ORGANICALLY reach in the thousands to tens of thousands of views per post. Combined, Curbtender has an incredible ability to advertise a contract with Sourcewell.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell should focus on increasing its brand awareness among potential customers. I believe a great way they can do this is by hosting a session and cocktail/dinner event at Waste Expo, APWA, and the Canadian Waste Expo. In this setting, existing Sourcewell customers and vendors can be invited as well as non-Sourcewell customers who are interested in learning more. This networking event would allow government customers to share opinions of how Sourcewell has helped them and encourage further adoption. Outside of activities like that, promotion of a Sourcewell contract should be the responsibility of the contract holder (Curbtender).</p> <p>It will not take much effort to integrate Sourcewell into our sales process. Our sales team and distributors will delight in the opportunity to "speed up" the sales cycle with their customers by presenting our Sourcewell contract. We will make sure it is prominently featured in our sales handouts and that all our sales people and sales partners are trained on how to use Sourcewell to benefit our customers.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Curbtender has an online quote tool that its distributors use for quoting products. If a Sourcewell contract is awarded, Curbtender plans on having its IT vendor adapt the quote tool so that it can be publicly used for creating Sourcewell quotes and submitting Sourcewell orders by an end-user.

## Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Curbtender is willing to provide operators and maintenance training to any customer, as is its res network. The cost for a two day Operator and Service training event is \$4,000 plus reimbursement for applicable travel, lodging, and per diem meals for the trainer.</p> <p>Additionally, Curbtender offers its customers the Premier Support Event, a combined training and service event as discussed in the Service Contracts section.</p> <p>Curbtender creates digital service training aids for customers which show them how to perform a specific repair operation. This is accomplished using a 3D illustration and simulation software that integrates with our CAD engineering system.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>All of Curbtender's automated side loaders are equipped with electronically controlled proportional hydraulics. This allows the operator to perform smoother arm and gripper operation. It also allows Curbtender to program "cushions" to reduce speed at certain times, such as before reaching the top or bottom of an arm stroke. As a result, the operator receives improved ergonomics (less shaking of the truck) and the equipment lasts longer because shock is reduced from the system.</p> <p>Curbtender's automated side loaders also perform operation near engine idle RPM speeds. This lowers the fuel consumption of the unit.</p> <p>Curbtender's automated side loaders have multiplexed industrial CANBUS controls. In essence, this greatly reduces the size and complexity of the wiring harness. It also allows our controls system to read a wide range of values from electronic and hydraulic components. Curbtender then takes that information and displays it on a diagnostic screen which aids the service technicians in service trouble shooting.</p> <p>Curbtender's HammerPak automated side loader has a patented hazmat containment system that minimizes the potential for hydraulic oil getting onto the road surface. Where possible, cylinders and hydraulic hoses are contained in trays to prevent dripping onto the ground. The packing cylinder and tailgate cylinder are located on top of the body in a recessed channel. If a leak were to occur there, it flows to a drain port into the body rather than onto the ground. This helps minimize hazardous impacts to the environment.</p> <p>Curbtender has extensively worked with electric vehicle providers and has several years of on-the-road testing with multiple electric refuse trucks. We are pleased to offer as part of this proposal multiple options for electric rear loaders in the 8YD size. Additionally, Curbtender's Titanium and HammerPak have already been optimized for electric vehicles. As viable electric truck platforms become available on the open market, Curbtender will source these vehicles for its relevant Sourcwell customers and package its Quantum rear loader, Titanium front loader, and HammerPak automated side loader with them. These products have been optimized in weight, energy consumption, performance, and electronic programming specifically for electric vehicles. And these technologies have already been road-proven on electric trucks.</p> <p>Curbtender's front loader and automated side loader platforms are very user friendly thanks to enhanced automation controls. With our electronic proportional controls packages (EPC) the operator can pull the joystick back and complete a full "auto-dump cycle" of the cart or dumpster with no additional movements needed. The system remembers where to place the cart or dumpster back down safely.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As previously discussed, Curbtender has engineered technologies to minimize hazardous material waste in the form of hydraulic oil spills.</p> <p>Curbtender has also been on the forefront of electric vehicle development within the waste industry. This is critical for our industry because the stop-and-go nature of our trucks allows for efficient energy regeneration on the batteries. It is also easier, more economical, and more effective to control emissions on energy production plants than it is on millions of vehicle tailpipes. Not to mention electric vehicles can receive their charge from wind, solar, nuclear, and hydro energy sources. Curbtender firmly believes that all refuse trucks will one day be on electric chassis platforms, but this requires refuse truck manufacturers to re-think how they design their products. Curbtender seeks to challenge the industry and accelerate the adoption timeline of electric refuse trucks.</p> <p>Diesel technologies are still here and will be for many more years. Curbtender has worked diligently to create efficient hydraulic platforms that minimize engine power consumption. This in turn reduces carbon footprint. Curbtender is currently in the process of finalizing an entirely new hydraulic platform that is ultra-efficient and even further improves the fuel efficiency of front loaders and automated side loaders. Curbtender's name for this technology is "XP Hydraulics." We have two beta units in service now and are planning a full release in 2020.</p> <p>As a company, Curbtender seeks to minimize its environmental impact as part of its operations. We recycle all cardboard, plastic, and aluminum waste. We also recycle all steel waste. Curbtender works with specialty disposal companies to safely and properly dispose of all industrial and chemical wastes. Curbtender has also maintained a schedule of regularly testing its waste water holding tanks to ensure no leaks occur. Furthermore, the company has tested the ground for contaminants (including drilling for samples under concrete) to ensure its storage, disposal, and containment programs are working. The company is pleased that no evidence of any kind of hazardous contamination has been found in the soil samples and that its environmental programs are working. Curbtender has also converted all industrial light fixtures and office fixtures to LED type for reduction of energy use.</p>

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Curbtender has not sought nor received any such third-party ratings or certifications.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While Curbtender itself does not classify for such certifications, two of its valuable reseller partners who intend to extensively use our Sourcewell contract are.</p> <p>Valor Fleet in Indiana is a Veteran Owned Business (State of Indiana) and a Service Disabled Veteran Owned Business (US SBA). Valor Fleet sells trucks nationally thanks to the sales knowledge of the owner, their utilization of cooperative purchase agreements, and their status as a SDVOB.</p> <p>Sanitation Equipment Corp in New Jersey is managed by Carla Iometti and she is also part owner. Carla and her customers have extensively requested to purchase Curbtender products through Sourcewell.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>As a company, Curbtender prides itself in creating solutions for its customers. As a result, over the years Curbtender has developed a wide variety of specialty products to compliment its mainstream products. There are several products which Curbtender is a sole source provider of, such as its trailer mounted or truck mounted Pup side loader for Parks and its lightweight Titanium 27 cubic yard front loader which can traverse limited access areas like urban centers and mountainous regions. Customers know that when a different OEM can't figure out how to build a special truck, Curbtender can.</p> <p>Curbtender's PowerPak automated side loader has one of the most durable automated arms in the waste industry. That is why it is the only truck with a standard 5 year arm warranty. The arm is so durable because it has been refined over the past 41 years and is robotically welded for perfect weld penetration and structural integrity. It is also structurally rated for lifting up to 2,000 lbs. This makes it the preferred automated truck for customers who use collect 300 gallon and 450 gallon residential containers.</p> <p>The Curbtender PowerPak automated side loader has a "no kick-out" arm dump geometry which allows it to operate in tight alley collection without risk of damaging property.</p> <p>The HammerPak automated side loader is the lightest weight ASL in the US, allowing it to carry a better legal payload in restrictive bridge law areas like California. The HammerPak was also designed with a curved, tubbed hopper so that it can better perform in organic waste collection environments. These routes have much more water content and must prevent water from splashing around out of the body. As such, the tubbed body and hopper design of the HammerPak makes it idea for organic collection (which is growing quickly in popularity in Canada and the Western US).</p> <p>Curbtender's Titan front loader can be equipped with the optional "Cardboard Package." This configuration increases the packing forces and structural reinforcement of the body. The result is the ability to increase cardboard loads by up to 50%. With cardboard commodity prices being low, this is especially valuable to our customers to assist in maximizing their payload capacity and efficient operation.</p> <p>Curbtender's Titan front loader can be equipped with our patented 3 Piece Bolt Together arms. Front loader arms are extremely large, bulky, heavy, and expensive. They also get damaged or bent in normal operation and with vehicle accidents. Replacing an entire arm is extremely expensive, as is the freight to ship it. Curbtender's 3 Piece Bolt Together arm can be replaced in just segment and affordably shipped on a pallet.</p> <p>Curbtender's TomCat series of manual side loaders is the most extensive and adaptable line of small manual side loaders in the industry. It can perform satellite transfer of waste into larger rear loaders in urban areas like New York City, or split body for performing dual waste stream collection. It also comes in the most body capacity sizes in its class.</p> <p>The Quantum rear loader is argued to be America's most popular small rear loader. This is because it has the fastest cycle time on its packing mechanism, has the best legal payload, packs a great load, and has a large hopper width to allow collection of commercial containers even in a small body size. Its patented packing mechanism makes it uniquely different and better than its competitors.</p> <p>In summary, Curbtender does not offer its customers products. It offers solutions. We are a company that prides itself in providing high quality, durable products with industry leading total cost of ownership.</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Curbtender has several authorized sales and service partners throughout Canada. Historically, a large portion of Curbtender's sales have been in Canada despite the exchange rate issues. Curbtender has hundreds of installed automated side loader units in the Toronto area. But its products can also be found in remote First Nations villages in the norther stretches of the country. Curbtender and its third party network are very experienced and effective at servicing its Canadian customers. This includes being partnered with French speaking partners and entities who are capable of mounting our refuse bodies themselves in order to minimize shipping costs to the customer.	*

**Warranty**

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	<p>All products sold by Curbtender maintain a parts and labor warranty, as well as warranty on service parts. Curbtender has created a standard 2 year base warranty for all of its products, exclusively for Sourcewell customers. The standard base warranty for non-Sourcewell customers is 1 year.</p> <p>Additionally, the PowerPak automated side loader comes standard with the "Premier Standard Warranty" which is 5 years arm structure, 5 years body structure, and 5 years operational electronics. The Premier Standard Warranty works in conjunction with the 2 year parts and labor warranty. This is the industry's best standard warranty on an automated side loader. After the two years base parts and labor warranty is expired, the following three years warranty is parts OR labor reimbursement for operational electronics, arm structure, and body structure.</p> <p>The warranty on service parts is 90 days and does not include labor cost of replacement.</p>
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>All restrictions are stated in our warranty statement documents, as listed in the document upload section.</p> <p>Generally speaking, the unit must be serviced regularly according to manufacturer's recommendations and warranty requests must follow the established procedures.</p> <p>Curbtender's warranty does not extend to consumable "wear parts" such as bearings, bushings, filters, steel liners, guide shoes, belts, pins, hydraulic oil, etc.</p> <p>The PowerPak's 5 year arm structural warranty is restricted to 1,300,000 arm cycles (or 260,000 arm cycles per calendar year calculated at a rate of 1,000 arm cycles per working day).</p>
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Curbtender's warranty does not cover travel time, mileage, or troubleshooting time.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Curbtender's in-house service technicians are the "last line of defense" for warranty repairs. Typically the repairs will be performed by the nearest local Curbtender sales and service partner, or the end-user's service department, or a qualified local hydraulic/equipment repair shop. Curbtender's factory service techs work with any and all of these entities remotely by providing troubleshooting expertise. On-site factory direct warranty repair support is rarely required, but is available if necessary in all 50 US states and 10 Canadian provinces.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Curbtender manages the warranty for its vendor supplied body components such as pumps, PTOs, cylinders, valves, and electronics. Curbtender may require the customer to send faulty parts in for analysis prior to warranty reimbursement being finalized.</p> <p>Curbtender does not handle any chassis or chassis component warranties- these are performed as standard by the applicable truck chassis dealerships.</p>
48	What are your proposed exchange and return programs and policies?	Unused service parts may be returned or exchanged within the 90 day warranty period, subject to a 20% restocking fee. The restocking fee will be waived if the part was unneeded for a repair and had been ordered at the recommendation of a factory service tech.
49	Describe any service contract options for the items included in your proposal.	<p>Curbtender's Premier Support Plan offers onsite unit health inspection &amp; service training" for a flat fee of \$10,000 per event. This annually renewable service option includes sending a factory service technician to the end-user's location for 4 days to conduct a service training session for up to 5 technicians and perform a comprehensive unit health assessment on up to 5 Curbtender units.</p> <p>As part of that assessment Curbtender will check that all hydraulic pressures meet factory expectations, will ensure all mechanical and electronic settings meet factory recommendations, test the hydraulic oil, and perform a thorough physical and functional inspection. If necessary (and possible), certain repairs or preventative maintenance may be performed onsite during the visit (charged separately as necessary if non-warranty).</p> <p>Customers who purchase this service option qualify for a one year extension to their base unit warranty if conducted in the first year of unit service. See related documents in the uploaded files.</p>



## Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Curbtender's payment terms are net 30 for customers located in the continental US. For all others, the terms are still net 30 from time of invoice but the unit will not be released for transport until it has been paid.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Curbtender offers financing to its customers in partnership with Alliance Funding Group. AFG specializes in municipal financing and leases, with extensive experience in the refuse industry. <a href="https://alliancefunding.com/state-local-government/">https://alliancefunding.com/state-local-government/</a></p> <p>Together, AFG and Curbtender are able to offer a wide variety of affordable municipal finance products. The exact rates, payment amounts, and finance structure varies widely depending on the needs of the customer (length of plan, type of lease, desired residual values, etc). The exact rate is further determined by a municipal customer scorecard.</p>
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>Curbtender intends to sell directly to its Sourcewell customers. This process is in collaboration with its resellers and not in competition with them. This encourages better cooperation and increased sales efforts. However, the customer benefits from controlled standardized pricing which is then further discounted to Sourcewell members. Furthermore, Curbtender is enhancing its warranty offering by providing Sourcewell customers with a 2 year standard warranty at no charge. (Standard for non-Sourcewell customers is 1 year).</p> <p>All of Curbtender's resellers have digital access to its online Quote Configurator platform. The Sourcewell discount is an included option in each model's configurator file. Furthermore, the configurator features rules and logic to guide the quote process and build a truck that functions properly. The included Option Guides submitted are merely simplified versions of our online portal which has the various automatic rules and logic removed. As such, every reseller has the ability to accurately and consistently quote any customer in the same manner that Curbtender would. Curbtender will work with its IT provider to see if a customer portal can be created which would allow Sourcewell customers to directly access our Quote Configurator and build out their preferred unit with applicable Sourcewell discounts.</p> <p>Curbtender's reseller network has also agreed to work with Curbtender's proposal, including negotiated pricing and direct/centralized invoicing of purchased trucks. They have further agreed to participate in promoting the contract and servicing Sourcewell customers. Evidence of this support is included in the upload section.</p> <p>It should be noted that local motor vehicle rules and restrictions may apply in certain areas which restrict Curbtender's ability to sell a turnkey chassis product directly to a customer. In such instances, Curbtender will use its Iowa Dealer License to dealer transfer the unit to a local chassis or body dealer for invoicing to the customer. However, these instances are expected to be limited and Curbtender will still be responsible for quoting to the customer and remitting the administrative fee to Sourcewell.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, Curbtender can accept P-card payments for refuse trucks and bodies. However, such transactions will incur a 3% service fee.

## Pricing and Delivery

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Curbtender has a manufacturer's suggested retail price model. Curbtender's authorized resellers are allowed on a normal basis to sell above MSRP to private and governmental customers. However, within the context of our Sourcewell proposal the price control is removed from the reseller and the MSRP becomes standardized, published, and accessible to all customers. Furthermore, Sourcewell customers qualify for a product model specific line-item discount. The discount amounts are included in the pricing submitted in the document upload. Additionally, Sourcewell customers can combine their discount with other published discount programs that Curbtender employs. Together they form a very competitive price point which is not available to other Curbtender customers through standard means.</p>

55	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Curbtender's Sourcewell discount is not established as a set percentage. Instead, the amount is a set dollar value discount specific to each product model line. The Sourcewell customer discount is specifically outlined in our submitted pricing lists.</p> <p>Within the Rear Loader category, the average of Sourcewell customer discounts equals 4.6%.</p> <p>Within the Front Loader category, the average of Sourcewell customer discounts equals 2.4%.</p> <p>Within the Manual Side Loaders category, the average of Sourcewell customer discounts equals 3.6%.</p> <p>Within the Automated Side Loader category, the average of all model specific discounts is 3.2%.</p>
56	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>Each product that Curbtender is proposing has specific dollar amount discounts for volume purchases and repeat customer purchases. This is listed in our price guides as part of our discount program.</p> <p>There are three types of volume discount: 2-4 trucks, 5-10 trucks, and 11 trucks or more. The applicable volume discount can be combined with the repeat customer discount and the Sourcewell customer discount.</p> <p>The amount of Sourcewell specific discount ranges from \$1,600 to \$5,000, depending on model.</p> <p>The amount of repeat customer discount ranges from \$600 to \$2,300 depending on model.</p> <p>The amount of volume discount ranges from \$800 to \$5,400 depending on body model and volume.</p>
57	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>Customers often have preferences for various equipment, electronics, and other add-ons. When "open market" items are requested by Sourcewell customers, Curbtender will use its purchasing power as an OEM to procure the item at OEM rates. Curbtender will then utilize a sliding scale "cost plus percentage" markup depending on the option/product.</p> <p>For items \$0 - \$100: 50%                  For items \$101 - \$500: 35%                  For items \$501 - \$1,000: 30%                  For items \$1,001 - \$5,000: 25%                  For items \$5,001 - \$10,000: 20%                  For items \$10,001 - \$30,000: 15%                  For items \$30,001 - \$60,000: 10%                  For items \$60,001 or more: 6%</p> <p>Curbtender intends to use the "sourced" products method to procure truck chassis on the "Open Market" that Sourcewell customers desire to mate with Curbtender's refuse bodies. While Curbtender is proposing a select group of turn key solutions with body and chassis offered together, it is impossible to offer every selection a customer may desire. So the open market sourcing is an important tool for Curbtender in offering enhanced turn key offerings to its customers.</p>
58	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>Curbtender does not impose any "dealership fees" such as document fee, PDI, inspection, etc. The only elements of the total cost not included in the proposed pricing are applicable taxes, freight, licensing, and extra options/products the customer may want (from components to chassis to training). Curbtender will work with the customer to determine and remit the appropriate taxes. Curbtender will work with the customer to receive competitive freight. Curbtender will work with the customer to get discounts on any open market items that may be necessary.</p>
59	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Curbtender works with a variety of freight brokers and delivery services. At time of order receipt, Curbtender will provide the customer with the best freight quote it can receive for their planning purposes. If production and delivery is more than 90 days from receipt of order, the freight will be re-quoted closer to the actual delivery. The customer always has the choice to use a different service or have Curbtender work with their preferred service provider. The freight charge will then be listed on final unit invoice if the customer uses Curbtender's selected freight option.</p> <p>Curbtender also has 8 employees with Commercial Drivers Licenses. Based upon availability, these employees are able to perform "drive out services" for customer units which do not require a flat bed or RGN trailer to transport. When company drivers are utilized, Curbtender charges 10% less than the best 3rd party drive away service rate it can find for that route.</p>

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For most Canadian customers, their freight program is no different from continental US. However, Canada's Northern Territories as well Alaska, Hawaii, and US island territories require the use of brokered third party transportation. There are many third party providers of such services and Curbtender regularly works with several sea freight entities. Freight for the customers described will be charged at cost plus 5%.</p> <p>Customers who live in Canada, Alaska, Hawaii, and US Islands are required to pay for their unit prior to departure from Curbtender's factory.</p>	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Depending on their location, customers who are seeking to purchase multiple rear load or manual side load units from Curbtender may be able to take advantage of having their units installed by their nearest Curbtender sales &amp; service partner. Many of Curbtender's partners have mounting capabilities for these products. By utilizing their capabilities, 2-3 units can be transported on a flatbed trailer at a time. This has the potential to save the customer several thousands of dollars on freight depending on the amount of units ordered and distance traveled.</p> <p>Curbtender would then provide its trained partner with its portion of the installation charge and allow them to handle the integration. The customer would not have to worry about receiving separate invoices from different entities as Curbtender would pay its service partner directly for the installation.</p> <p>Curbtender has trained "upfitters" in nearly all regions of the US and Canada.</p>	*

**Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	In addition to the established Sourcewell dollar amount discounts applicable for each product model, the customer can combine with the published volume discount and repeat customer discount (if applicable).

**Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Curbtender is able to ensure that all customers receive the correct pricing because it will be responsible for direct invoicing to its customers. Furthermore, the Sourcewell discount is selectable option within Curbtender's Quote Configuration tool. When selected, it generates an option code that follows the unit from quote, order, build, and invoice. This allows Curbtender's Sales Manager and Controller to effectively audit all Sourcewell deals and ensure timely and accurate payment of the administrative fee. Curbtender will train its internal sales network and external sales network on its Sourcewell contract. Internally, we will regularly review the Sourcewell quote, order, and invoice activities. Our sales coordinator will have copies of all option guides proposed to Sourcewell and will ensure that each quoted and submitted order adheres to the submitted materials.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>For Curbtender's refuse bodies and attachments, Curbtender proposes to pay Sourcewell a 3% administrative fee.</p> <p>In the event that a Sourcewell customer procures truck chassis from Curbtender as part of its turn key product package or an open market sourcing, Curbtender proposes paying a 1.5% administrative fee.</p>

**Industry Specific Questions**

Line Item	Question	Response *
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65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>We will actively monitor quote activity and sales activity. Given that all quotes will be generated in our online Quote Configurator tool, we will have instant visibility to all Sourcewell quotes whether generated by our staff or our independent resellers. Orders will also have a specific option code for the Sourcewell discount, which allows us to accurately track, monitor, and report Sourcewell orders.</p> <p>Curbtender will also be marketing its Sourcewell contract digitally as previously described in the marketing plan. Sourcewell specific banner ads will be linked to landing pages that display and explain our Sourcewell contract. Using website analytics, we can track click through rates, time spent on site, territory of user, and IP address. After they leave our Sourcewell landing page, we can further "remarket" them through banner ads as they browse other websites.</p>	*
66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	<p>Curbtender's offer includes several chassis options on several body options as a turnkey solution. These roughly match regular chassis ordering and stocking that Curbtender is doing with its chassis partners. However, it is impossible to anticipate and propose a "turnkey solution" for every customer, in every application, and with every chassis. As such, Curbtender intends on sourcing chassis through open market options in order to provide additional turnkey options to its customers throughout the term of its Sourcewell contract. Curbtender has strong chassis relationships with Autocar, Ford, Freightliner, International, Isuzu, Mack and Peterbilt dealers. These chassis dealers are regularly ordering and stocking chassis for Curbtender and have expertise in the refuse segment. Using our Iowa Final Stage Manufacturer's License, we are able to sell the end-user an entire body and chassis package and appropriately transfer title to them. Curbtender is the only Iowa refuse truck manufacturer (of three located in Iowa) which holds this license. This is evidenced in the document upload section which shows all license holders in the State of Iowa for this license type. This gives Curbtender the ability to better serve its Sourcewell customers in directly providing turnkey solutions whether it's with a chassis option submitted with this proposal or an open market sourced truck chassis.</p>	*
67	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	<p>Curbtender utilizes and follows ANSI, DOT, and FMVSS standards during the design and manufacture of its products. Furthermore, all our products are 100% designed in our CAD engineering software and 100% documented from design to manufacture to sale in its Enterprise Resource Planning software. This allows us to track individual components that were tied to individual customer orders. As a result, Curbtender can more appropriately service its customers in the event of an OEM or vendor recall or service alert.</p> <p>Curbtender has modeled weight distribution, axle utilization, center of gravity, and roll stability for all its models. It additionally reviews weight distribution and chassis integration information prior to building the unit to ensure safe operation.</p> <p>All units are thoroughly supported by service documentation, safety procedures, and safety warnings (on truck and in manual).</p>	*
68	Explain how your equipment in this category reduces down-time for the purchasing entity.	<p>Curbtender's agrarian roots are visible in its designs as we seek to create durable products with better up-time. Automated Side Loaders in particular are subject to some of the most down time in this segment due to their complexity. With over 40 years of experience building automated side loaders, Curbtender has learned how to build a "bullet proof body" and "bullet proof arm." This is why the PowerPak comes standard with an industry best 5 year standard arm structure warranty and 5 year body structure warranty. Due to our unique arm design and robotically welded construction, we are able to keep the arm itself in service longer than its competitors. If you look through a copy of "The Hauler Magazine" you will find parts and service providers advertising rebuilt New Way and Labrie arms, but you won't find any advertisements for Curbtender PowerPak arms. That's because the Curbtender PowerPak arm lasts the life of the truck. Whereas, the arm style utilized by New Way and Labrie (they a common design concept) must be rebuilt between 2 and 3 years of service. With the arm being the most critical portion of the automated side loader, it is important to have one that can withstand the cycle counts and abuse like the PowerPak arm.</p>	*
69	Describe how the equipment you propose simplifies the operation for end-users.	<p>Curbtender's various automated side loader and front loader platforms either are standard equipped or can be optionally equipped with electronic proportional controls. This controls package allows the operator to perform arm functions more simply. For example, once a user grips a cart with the PowerPak they simply pull the joystick to the 7 O'Clock position and it will automatically bring the cart inward, upward, then dump in the hopper, and after an appropriate pause period it will lower the cart back onto the ground and release the grasp of the grippers. The joystick also has buttons on the head of the handle to allow quick access to features like "Initiate Pack Cycle" and "Cart Shake." The Cart Shake feature, when clicked, triple shakes the can in the hopper to loosen cardboard and other clogged debris. These are just a few examples of the many ways Curbtender seeks to improve operation for its end-users.</p>	*

<p>70</p>	<p>Provide examples from your product offering that are unique in the industry.</p>	<p>Titanium: The only front loader with a sumped trough in the center which allows liquid to funnel down low and prevent it from splashing during braking moments. Furthermore, its tailgate "drips" lower to provide additional water sump capabilities in the tailgate. These features are 100% unique to Curbtender and the Titanium.</p> <p>Pup: The only small side loader that has a "tubbed design" and full body height ejector/compactor panel. This aids it as it collects wet trash contained in barrels at parks and community locations.</p> <p>Pup: Only manual side loader that can be mounted on a trailer or a small truck and powered by a truck or its own engine.</p> <p>Quantum: The only US rear loader with pivoting "swing and sweep" panels instead of "sweep and slide" panels. This patented feature is what allows the Quantum rear load hopper to be smaller and lighter weight while still clearing more trash per minute than its in-class competitors. The reduction of weight in the hopper is what allows the entire unit to have a better weight distribution and industry leading legal payload capacity.</p> <p>Titan: Only front loader with arms that can be affordably shipped in sub segments if damaged and needing to be replaced, then quickly reassembled with bolts (patented).</p> <p>Titan: The optional cardboard package is the only of its kind that allows this front loader to collect up to 50% more cardboard payload.</p> <p>PowerPak: The only automated side loader with a "cart/can shake" feature that jolts the cart three times inward/outward of the hopper on a 45-degree angle. This allows trash in the cart to break free and slide out if stuck.</p> <p>PowerPak: The only automated side loader we are aware of that is able to physically grab two 95-gallon carts that are placed side-by-side and dump them both simultaneously. We have several customers that have trained their residents to place their carts next to each other so that the Curbtender PowerPak can collect both at once.</p> <p>HammerPak: The only automated side loader with pack and tailgate cylinders mounted horizontally in a recessed trough on top of the body in order to create hazmat containment in the event of a leak. This and multiple other containment schemes on the HammerPak are part of a Curbtender patent.</p>
<p>71</p>	<p>If an hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.</p>	<p>Curbtender is now able to offer two different electric chassis options for its Quantum 8 and 10 cubic yard rear loaders.</p> <p>Curbtender is working with a major class 8 truck OEM to develop a collaborative electric refuse truck and chassis platform which will be available in 2021.</p> <p>Curbtender has worked extensively to test class 8 automated side loaders with BYD. These applications are expected to be available for purchase and production in 2020.</p>
<p>72</p>	<p>Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.</p>	<p>Curbtender manufactures one of the safest commercial rear loaders in the industry thanks to the optional "Arlock" container lifting device. This hydraulically operated device locks the dumpster in place and ensures there is no way for it to "break free" while being dumped. The hydraulically activated gathering arms pull the container closer to the rear loader by the container's trunnion bar. Unlike competitor models, prior to dumping the container the load sill (or lip) of the hopper actually hydraulically raises to meet the top of the dumpster. This prevents the dumpster from "falling down" to the load sill during dump cycle. This unique feature reduces shock to the system (making it safer) and also reduces noise while simultaneously increasing hopper capacity. (see customer video: <a href="https://youtu.be/3hl4_M-z6m4">https://youtu.be/3hl4_M-z6m4</a>)</p> <p>Rear view cameras are standard on all product models for no additional charge.</p> <p>All rear loader models have access doors equipped with a safety interlock to shut off the pump and interrupt mechanical operation when an operator has opened the body access door.</p> <p>All of Curbtender's manual rear loaders and manual side loaders (except for the Pup) come standard equipped with dual emergency PTO shutoff switches on either side of the loading area.</p> <p>The Titan front loader and Titanium front loader come standard with access doors on both street side and curb side. This is important for Canadian customers as the dual door setup prevents the area from being classified as a confined space. The access doors are further protected with interlock switches that interrupt the PTO and mechanical operation when the doors are open.</p> <p>The PowerPak automated side loader comes standard with an access door protected by an interlock switch to interrupt PTO and mechanical operation when the door is open.</p>

**Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 68. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - Curbtender Financial Strength & Stability Statement.pdf - Wednesday September 11, 2019 11:44:18
  - [Marketing Plan/Samples](#) - Curbtender Marketing Examples (1).pdf - Thursday September 12, 2019 16:17:19
  - [WMBE/MBE/SBE or Related Certificates](#) - Valor Fleet - Disabled Veteran Certification.pdf - Thursday September 12, 2019 16:08:33
  - [Warranty Information](#) - Curbtender Warranty.pdf - Thursday September 12, 2019 16:14:10
  - [Pricing](#) - Curbtender Complete Pricing Section.pdf - Thursday September 12, 2019 16:04:02
  - [Additional Document](#) - Additional Documents (Reseller Recommendations).pdf - Thursday September 12, 2019 16:08:12



**Proposers Assurance of Comp****PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Mobile Refuse Vehicles_Addendum 3</b> Mon August 19 2019 10:58 AM	<input checked="" type="checkbox"/>	--
<b>Mobile Refuse Vehicles_Addendum 2</b> Fri August 16 2019 02:42 PM	<input checked="" type="checkbox"/>	--
<b>Mobile Refuse Vehicles_Addendum 1</b> Fri August 9 2019 09:45 AM	<input checked="" type="checkbox"/>	--

### Mountain States Truck Claims

PO Box 10353  
Bozeman, MT 59719

Phone: (406)219-7007 Fax: (406)662-0716  
Email: mstcgary@qwestoffice.net

Carrier: Montana Municipal Interlocal Authority

Date:	8/20/2020	Year:	2016
Name:	City of Great Falls	Make:	Peterbilt
Address:	1005 25th Ave. N.E.	Model:	320
City/State/Zip:	Great Falls, MT 59404	Style:	Cab Over
Phone:	406-771-1401	VIN:	3PBZLJ0X2GF100212
Cell Phone:		WMI:	FIN:
Purchase Order:		Plate/State:	2-93977A - MT
RO:		Unit #:	923
Customer Number:	019880000197	Odometer:	85,385
Estimated By:	Gary Short	Color:	White
Claim Contact:	Doug Alms	Date Of Loss:	
Contact Title:	Manager	Authorized By:	
Contact Phone:	(406) 771-1401 x8130	Claim Number:	PR20200006260
Contact Email:	dalm@greatfallsmt.net	Reference #:	019880000197

Operation	Description	Part #	Type	Labor	Paint	-----Parts-----	Misc
<b>----- Front Bumper, Type 1 -----</b>							
1	Replace	Front Bumper, Paint to Match	New	1.50	2.00	1 @ \$1,341.36	\$1,341.36
2	* R&I	Extension Bumper (Left)		0.10			
3	Replace	Extension Bumper (Right)	New	0.10		1 @ \$355.69	\$355.69
<b>----- Grille, Type 1 -----</b>							
4	R&I	Grille Assy		1.20		1 @ \$531.69	\$531.69
<b>----- Skid Plates -----</b>							
5	^ Replace	Belly Pan L.S.	New	1.80		1 @ \$161.68	\$161.68
6	^ Replace	Belly Pan R.S.	New	1.60		1 @ \$226.80	\$226.80
<b>----- Refuse Body -----</b>							
7	^ R&I	Body for repairs- Kois Brothers Sublet					\$22,900.00
<b>----- Windshield &amp; Wiper System -----</b>							
8	Replace	Glass, Windshield, Left	New Incl			2 @ \$177.11	\$354.22
9	* Replace	Windshield Urethane Tube	Mtrls AddPrt			1 @ \$6.28	\$6.28
10	Replace	Glass, Windshield, Right	New Incl			1 @ \$155.36	\$155.36
11	* Replace	Windshield Urethane Tube	Mtrls AddPrt			1 @ \$6.28	\$6.28
12	^ Replace	Glass Filler	New			1 @ \$86.20	\$86.20
<b>----- Cab, Exterior -----</b>							
13	Replace	Shell, Cab, Right Hand Steer	New	56.00	16.90	1 @ \$17,833.69	\$17,833.69
14		Non-Adjacent Overlap			-.20		
15	Replace	Freon	Mtrls AddPrt				\$0.00
16		Add for Inside - Shell, Cab, Right Hand Steer			6.80		
17		Add to Check Air Bag System	AddLbr	0.50			
18		Aim Head Lamps	AddLbr	0.50			
19		Add with Single Vertical Exhaust	AddLbr	1.00			

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Bozeman, MT 59719

Phone: (406)219-7007 Fax: (406)662-0716  
Email: mstcgary@qwestoffice.net

Reference #:	019880000197	Year:	2016
Date:	8/20/2020	Make:	Peterbilt
Name:	City of Great Falls	Model:	320
Insurance Co:	Montana Municipal Interlocal Authority	VIN:	3PBZLJ0X2GF100212
Estimated By:	Gary Short	Unit #:	923

Operation	Description	Part #	Type	Labor	Paint	-----Parts-----	Misc
20	Recover Freon		AddLbr M	0.30			
21	Add to Disable & Enable Air Bags		AddLbr M	0.50			
22	Charge A/C		AddLbr M	1.40			
23	Align Cab to Cab Mounts		AddLbr	1.50			
24	Replace Support, Fender Skirt, Left		New Incl			1 @ \$249.69	\$249.69
25	Replace Decals		New				\$0.00 \$250.00
<b>----- Cab Mounts -----</b>							
26	* R&I Ram, Hydraulic, Left			M			
27	* R&I Ram, Hydraulic, Right			M			
28	Replace Support, Cab Front, Right		New	M 1.90		1 @ \$258.18	\$258.18
29	* R&I Support, Cab, Left			M 1.90			
30	Replace Support, Cab, Right		New	M 0.30		1 @ \$330.95	\$330.95
31	Repair Support, Cab, Right			M			
<b>----- Instrument Panel, Right Steer -----</b>							
32	R&I Panel, Instrument			M 1.10			
33	R&I Panel, Driver Side Dash			M 0.60			
34	R&I Panel, Passenger Side Dash			M 1.00			
35	R&I Panel, Center Dash			M 1.50			
36	R&I Duct, Center Dash			M 0.50			
37	R&I Bracket, Dash Panel (3)			M 0.10			
38	R&I Support, Switch			M 0.10			
39	R&I Plate, Access			M 0.20			
40	R&I Bracket, Support			M 0.10			
<b>----- Front Door, Left -----</b>							
41	R&I Door Assy			0.60			
42	R&I Power Window Regulator			0.80			
43	R&I Panel, Inner			0.80			
44	R&I Cable Tie			0.10			
45	R&I Door Grommet			0.10			
46	R&I Door Window Stop Bracket			0.10			
47	R&I Window Regulator Access Cover			0.10			
48	R&I Seal, Door			1.00			
<b>----- Front Door, Right -----</b>							
49	R&I Power Window Regulator			0.80			
50	R&I Panel, Inner			0.80			

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Name:	City of Great Falls	Model:	320
Insurance Co:	Montana Municipal Interlocal Authority	VIN:	3PBZLJ0X2GF100212
Estimated By:	Gary Short	Unit #:	923

Operation	Description	Part #	Type	Labor	Paint	-----Parts-----	Misc
51	R&I	Cable Tie		0.10			
52	R&I	Truss Head		0.10			
53	R&I	Door Grommet		0.10			
54	R&I	Door Window Stop		0.10			
55	R&I	Bracket Seal, Door		1.00			
<b>----- Front Door, Right, Folding -----</b>							
56	R&I	Door Assy		0.60			
<b>----- Mirror, Left -----</b>							
57	Replace	Mirror Assy	New	0.70		1 @ \$381.69	\$381.69
<b>----- Mirror, Right -----</b>							
58	R&I	Mirror Assy		0.60			
<b>----- Fuel Tank, Left -----</b>							
59	Replace	Tank, Fuel	New	M 1.10		1 @ \$1,441.18	\$1,441.18
60	*	Replace	Strap, Fuel Tank, Front	New 1.00		1 @ \$262.50	\$262.50
61	*	Replace	Strap, Fuel Tank, Rear	New 1.00		1 @ \$262.50	\$262.50
<b>----- Frame -----</b>							
62	*	Repair	Adjust Front Alignment	M 3.00			
63	*	Repair	Set Up and Measure Frame	F 3.50			
64	*	Replace	Rail, Frame, 3 Axle, Left - Open	New F 36.00	4.00	1 @ \$9,488.72	\$9,488.72
65			Non-Adjacent Overlap	Adj	-.20		
66	Replace	Rail, Frame, 3 Axle, Right	New	F 34.00	4.00	1 @ \$9,488.72	\$9,488.72
67			Non-Adjacent Overlap	Adj	-.20		
68	*	R&I	Rail, Frame, Hanger, Front Spring, Left	Incl			
69	Replace	Rail, Frame, Hanger, Front Spring, Right	New	1.10		1 @ \$1,442.98	\$1,442.98
<b>----- Re-Tow -----</b>							
70	^	Repair	Re-Tow to Missoula, MT Peterbilt- Estimated				\$1,075.00
<b>----- DPF -----</b>							
71	Replace	Heat Shield	New	0.20		1 @ \$362.33	\$362.33
72	^	Replace	Heat Shield L-H	New		1 @ \$240.69	\$240.69
<b>----- Cab Interior -----</b>							
73	^	R&I	Interior complete	14.00			
<b>----- Calculated Values -----</b>							
74		Shop Supplies	Mtrls				\$992.04
75		Hazardous Waste					\$20.00
76		Paint Materials	Mtrls				\$2,813.50

### Mountain States Truck Claims

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Date:	8/20/2020	Make:	Peterbilt
Name:	City of Great Falls	Model:	320
Insurance Co:	Montana Municipal Interlocal Authority	VIN:	3PBZLJ0X2GF100212
Estimated By:	Gary Short	Unit #:	923

An '\*' indicates user change of database part and '^' indicates manually entered or custom database rows.

#### Estimate Notes:

Summary	Amount	Rate	Disc	Total
Body Labor	91.60	\$122.00	0.00%	\$11,175.20
Paint Labor	33.10	\$122.00	0.00%	\$4,038.20
Mechanical	15.60	\$122.00	0.00%	\$1,903.20
Frame	73.50	\$122.00	0.00%	\$8,967.00
Misc. Labor	0.00	\$0.00	0.00%	\$0.00
Parts	\$45,269.38		0.00%	\$45,269.38
Misc.				\$28,050.54
Sub-total				\$99,403.52
Sales Tax				0.00

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Total				\$99,403.52
Betterment				\$0.00
Deductible				\$(10,000.00)
Grand Total				\$89,403.52

Signed \_\_\_\_\_ Date \_\_\_\_\_

### Mountain States Truck Claims

**PO Box 10353  
Bozeman, MT 59719**

Phone: (406)219-7007 Fax: (406)662-0716

Email: mstcgary@qwestoffice.net

Reference #:	019880000197	Year:	2016
Date:	8/20/2020	Make:	Peterbilt
Name:	City of Great Falls	Model:	320
Insurance Co:	Montana Municipal Interlocal Authority	VIN:	3PBZLJ0X2GF100212
Estimated By:	Gary Short	Unit #:	923

#### TERMS & CONDITIONS

This is not an authorization to repair the unit. This appraisal includes the use of used and LKQ parts.

The above is an estimate based on inspection and does not cover additional parts or labor which may be required after the work has been started. Occasionally worn or damaged parts are discovered which may not have been evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change. This is not an authorization to repair the unit. This appraisal includes the use of used and LKQ parts.

Signed \_\_\_\_\_ Date \_\_\_\_\_





Commission Meeting Date: January 5, 2021

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Comprehensive Annual Financial Report (CAFR) and Audit Report, FY 2019-2020

**From:** Melissa Kinzler, Finance Director

**Initiated By:** State Statutes; General Accepted Accounting Practices

**Presented By:** Melissa Kinzler, Finance Director

**Action Requested:** Accept Comprehensive Annual Financial Report and Independent Auditor's Report

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (ratify/not ratify) the FY 2019-2020 CAFR, the Required Client Communication Letter and the City's response to the Required Client Communication Letter, and the City Manager's authorization to staff to submit the related reports to other government agencies and financial institutions as necessary.”

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

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**Staff Recommendation:** Staff recommends the City Commission ratify the City Manager's acceptance of the FY 2019–2020 CAFR, the Required Client Communication Letter recommendations as presented, the City's response to the Required Client Communication letter, and the City Manager's authorization to staff to submit the related reports to other government agencies and financial institutions as necessary. The City Manager accepted the FY 2019-2020 CAFR, the Required Client Communication Letter and City's responses to the Required Client Communication letter so staff could submit the required reports before the deadlines of December 31, 2020.

**Background:** The City's Audit Committee met on December 9, 2020. The City's Audit Committee is comprised of one City Commissioner, the Mayor, two citizens, the City Manager, and the Finance Director. Members of the Audit Committee received a copy of the Draft FY 2019-2020 CAFR, the Draft Independent Auditor's report, and a brief summary of the FY 2019-2020 audit prior to the meeting. The Required Client Communication Letter in draft form was explained by the auditors to the audit committee. There was no current year recommendation and one prior recommendation with the Required Client Communication Letter. The Required Client Communication Letter comments on any internal control recommendations related to the operations of the City that would adversely affect the City's ability to record, process, summarize, and report financial data. The attached document notes that the auditors have no recommendations for FY 2019-2020, and there was one prior year comment from FY 2018-2019. The

FY 2019-2020 CAFR and Required Client Communication Letter and Responses were approved by the audit committee with the stipulation that the Audit Committee will be contacted if there are any changes made due to the Office of Management and Budget (OMB) circular regarding the CARES Act (Coronavirus Aid, Relief and Economic Security Act). At the time of the audit committee meeting, the CAFR was not finalized due to not having the final OMB circular regarding the CARES Act. Final versions of all reports have now been sent to the Audit Committee.

Because of CARES Act funding and OMB audit requirements release delays, the auditors informally mandated that audit release/issue dates should be correspondingly delayed where these funds have a significant impact, pending the second issuance of the OMB Compliance Supplements. These have now been issued. The City Commission has historically accepted the audited report at the second meeting in December. In order to remain consistent with that timeline, the City Manager has accepted the report, and Staff requests that the City Commission ratify the report.

The FY 2019-2020 CAFR was submitted to the Government Finance Officers Association's (GFOA) Certificate of Achievement Program for review. The prior year's CAFR was submitted and subsequently awarded the Certificate of Achievement for Excellence in Financial Reporting. The City has received this certification every year since FY 1993-1994. It is anticipated the FY 2019-2020 CAFR will meet requirements to receive the certification as well, since all comments and recommendations made by GFOA for improvement of presentation were implemented in the FY 2019-2020 CAFR.

This is the second year of a three year audit contract with Anderson ZurMuehlen & Co., P.C. Anderson ZurMuehlen & Co., P.C. were awarded the audit contract for Fiscal Years 2019, 2020, and 2021 at the March 5, 2019 City Commission meeting. This is the fifth year Anderson ZurMuehlen & Company has audited the City of Great Falls. The audit contract is between Anderson ZurMuehlen & Co., P.C., the City of Great Falls, and the Montana Department of Administration, Local Government Services Bureau.

**Alternatives:** If the CAFR is not ratified the City will withdraw the required reports and will not meet end of year deadlines, as required by state statute and bond covenants.

**Concurrences:** The City's Audit Committee recommends approval of the FY 2019-2020 CAFR, the required Client Communication Letter and the City's response to the Required Client Communication Letter, and the authorization of staff to submit the reports to other governmental and financial agencies as required.

The CAFR document is a 200+ page bound document and is available in the Finance Department, Civic Center Room 104 or in the City's Website at <https://greatfallsmt.net/finance/2020-comprehensive-annual-financial-report-cafr>.

**Attachments/Exhibits:**

Required Client Communication Letter  
Response to Required Client Communication Letter

To the Honorable Mayor,  
City Commissioners and City Manager  
City of Great Falls, Montana

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Great Falls, Montana (the City) for the year ended June 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 13, 2020. Professional standards also require that we communicate to you the following information related to our audit.

#### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2020. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were: (i) depreciation expense, which is based on management's estimate of useful lives of capital assets; (ii) the liability for the other post-employment benefits which is based on an actuarial study; and (iii) the liability for net pension costs which is based on actuarial studies of the respective plans. We evaluated the key factors and assumptions used to develop these estimates and determined that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were: (i) the Employee Benefit Plans disclosure in Note 9; (ii) the Multiple-Employer Defined Benefit Pension Plans disclosure in Note 10; and (iii) the Other Post Employment Benefit disclosures in Note 11 to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

#### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We noted no such adjustments.

#### *Disagreements with Management*

For purposes of this letter, a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated December 9, 2020.

*Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the governmental unit’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management’s discussion and analysis, actuarial valuation of postretirement benefits, the schedule of the City’s proportionate share of the net pension liability, schedule of the City’s retirement systems contributions, schedule of the City’s additional pension contributions and the budgetary comparison schedules, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual non-major fund financial statements, and the schedule of expenditures of federal awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory or statistical sections, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

On the Horizon

As part of our responsibility as your independent auditor, we attempt to bring to your attention observations and suggestions to assist you in managing the continued growth in the Entity. In the past year, there were several accounting standards finalized by the Governmental Accounting Standards Board (GASB). The following describes those upcoming accounting standard changes that will have the most effect on how the City will report its activity.

Effective immediately upon issuance on May 8, 2020, GASB issued Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*. The primary objective of this Statement is to provide temporary relief to governments and other stakeholders in light of the COVID-19 pandemic. That objective is accomplished by postponing the effective dates of certain provisions in Statements and Implementation Guides that first became effective or are scheduled to become effective for periods beginning after June 15, 2018, and later.

The effective dates of certain provisions contained in the following pronouncements are postponed by one year:

- Statement No. 83, Certain Asset Retirement Obligations
- Statement No. 84, Fiduciary Activities
- Statement No. 88, Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements
- Statement No. 90, Majority Equity Interests
- Statement No. 91, Conduit Debt Obligations
- Statement No. 92, Omnibus 2020
- Statement No. 93, Replacement of Interbank Offered Rates
- Implementation Guide No. 2017-3, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (and Certain Issues Related to OPEB Plan Reporting)
- Implementation Guide No. 2018-1, Implementation Guidance Update—2018
- Implementation Guide No. 2019-1, Implementation Guidance Update—2019
- Implementation Guide No. 2019-2, Fiduciary Activities

The effective dates of the following pronouncements are postponed by 18 months:

- Statement No. 87, Leases
- Implementation Guide No. 2019-3, Leases

Earlier application of the provisions addressed in this Statement is encouraged and is permitted to the extent specified in each pronouncement as originally issued.

#### *Fiduciary Activities*

In January 2017, GASB issued Statement No. 84, Fiduciary Activities. This standard will be effective for the City in fiscal year 2021, with early application encouraged. Early planning for this new standard will help with implementation.

The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. An activity meeting the criteria should be reported in a fiduciary fund in the basic financial statements. Governments with activities meeting the criteria should present a statement of fiduciary net position and a statement of changes in fiduciary net position. An exception to that requirement is provided for a business-type activity that normally expects to hold custodial assets for three months or less. This Statement describes four fiduciary funds that should be reported, if applicable: (1) pension (and other employee benefit) trust funds, (2) investment trust funds, (3) private-purpose trust funds, and (4) custodial funds. Custodial funds generally should report fiduciary activities that are not held in a trust or equivalent arrangement that meets specific criteria. A fiduciary component unit, when reported in the fiduciary fund financial statements of a primary government, should combine its information with its component units that are fiduciary component units and aggregate that combined information with the primary government's fiduciary funds. This Statement also provides for recognition of a liability to the beneficiaries in a fiduciary fund when an event has occurred that compels the government to disburse fiduciary resources. Events that compel a government to disburse fiduciary resources occur when a demand for the resources has been made or when no further action, approval, or condition is required to be taken or met by the beneficiary to release the assets.

#### *Accounting for Leases*

In June 2017, GASB issued Statement No. 87, Leases. This standard will be effective for the City in fiscal year 2022, with early application encouraged. Early planning for this new standard will help with implementation.

The new standard provides a new definition of a lease, that being a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified by the contract for a period of time in an exchange-like transaction. The standard applies a right-of-use (ROU) model that requires a lessee to record an intangible ROU asset and a lease liability on the balance sheet for all leases longer than 12 months.

Leases will be classified under a single model for accounting based on the principle that leases are a financing of the right to use the underlying asset, thus all leases will be classified as finance leases and no operating lease classification.

This new treatment could take many of your current leases that can be considered operating, and require that they be added to your balance sheet as both an asset and a liability. Only those leases noted above that have a maximum possible lease term of 12 months or less can be considered a "short-term lease," and not required to be recorded on the City's balance sheet.

Restriction on Use

This information is intended solely for the use of the City Commissioners and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

  
Great Falls, Montana  
December 9, 2020



**CITY OF GREAT FALLS, MONTANA**  
Financial and Compliance Audit  
For the Year Ended June 30, 2020

**RESPONSE TO INDEPENDENT AUDITORS' REQUIRED CLIENT COMMUNICATION LETTER:**

**CURRENT COMMENTS AND RECOMMENDATIONS**

There were no current year comments or recommendations.

**PRIOR YEAR COMMENTS AND THEIR CURRENT STATUS**

We noted there was a violation of a bond covenant of the Sanitation Revenue Bond, Series 2016, in regards to debt service coverage. See finding #2019-001 in the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.

**Recommendation:**

The City should increase sanitation rates in Fiscal Year 2020 in order to meet the required debt service coverage of 125%.

**City response:**

The City increased sanitation rates an average of 7.5% in March of 2020 and met the Sanitation Revenue Bond, Series 2016 debt service coverage for year ended June 30, 2020.