



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
November 07, 2023
7:00 PM**

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

Public participation is welcome in the following ways:

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

1. United Against Hate Week.

MILITARY UPDATES

2. Miscellaneous Reports and announcements from Malmstrom Air Force Base.

PETITIONS AND COMMUNICATIONS

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

3. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

4. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

5. Miscellaneous reports and announcements from Boards and Commissions.
6. Appointment to the Mansfield Center for the Performing Arts Advisory Board.

CITY MANAGER

7. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

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

- [8.](#) Minutes, October 17, 2023, City Commission Meeting.
- [9.](#) Total Expenditures of \$7,745,214 for the period of October 5, 2023 through October 25, 2023, to include claims over \$25,000, in the amount of \$6,657,433.
- [10.](#) Contracts List.
- [11.](#) Approve the purchase of one 2023 Trail King HD Gooseneck paver trailer from Torgerson's of Great Falls, Montana through Sourcewell, for a total of \$129,261.36.
- [12.](#) Approve final payment for the Southwest Side Water Main Replacement Phase 3 project, in the amount of \$76,145.78 to Geranios Enterprises Inc. and \$769.15 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
- [13.](#) Ratify a natural gas supply contract with Energy West Resources for one year from November 1, 2023 through October 31, 2024.

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

PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

- [14.](#) Labor Agreement between the City of Great Falls and the International Association of Fire Fighters Local #8 (IAFF Local #8). *Action: Approve or deny the labor agreement. (Presented by Gaye McInerney)*
- [15.](#) HOME Investment Partnerships Program Agreement with NeighborWorks Great Falls. *Action: Approve or deny the HOME Investment Partnerships Program Agreement in the amount of \$1,231,657 with NeighborWorks Great Falls for the purchase and restoration of the Ulmer Square property. (Presented by Thomas Hazen)*

ORDINANCES / RESOLUTIONS

CITY COMMISSION

16. Miscellaneous reports and announcements from the City Commission.
17. Commission Initiatives.

ADJOURNMENT

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

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

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



PROCLAMATION



WHEREAS, recent events occurred in our community that neither represent our values nor reflect the views of those who live here. Through the lens of these events, and events occurring around the country, we hereby issue this proclamation to publicly condemn bias and hate in all forms and reaffirm our community values of respect, inclusivity, civility and equity for all, and urge every organization in our community to stand with us; and

WHEREAS, the United States is a nation of immigrants, whose strength comes from its diversity; and

WHEREAS, the Constitution of the United States confers equality on all individuals, regardless of race, gender, orientation, religion, or political beliefs; and

WHEREAS, the number of hate crimes across the United States has increased dramatically over the years; and

WHEREAS, education, compassion and cooperation are key to unlocking understanding and embracing differences between people; and

WHEREAS, we recognize that a Proclamation or single action, in and of itself, will not change a community but rather acknowledge that we are all responsible, both individually and collectively, for creating and fostering an anti-racist and unbiased community.

NOW, THEREFORE, I, BOB KELLY, MAYOR OF THE CITY OF GREAT FALLS, do hereby proclaim November 12 - 18, 2023 as

UNITED AGAINST HATE WEEK

and that the City of Great Falls, along with the citizens of our community, have a shared value that all men and women are created equal, and we will defend anyone who is mistreated because of race, ethnicity, sexual preference, or religion. The City of Great Falls strongly condemns all forms of racism, discrimination, bigotry, bias and hate speech in our community, and stands steadfast in our commitment to foster an inclusive civil environment where everyone in our community is treated with dignity and respect.



IN WITNESS WHEREOF, I have hereto set my hand and caused the Seal of the City to be affixed this 7th day of November, 2023.


 Bob Kelly, Mayor



Commission Meeting Date: November 7, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointment 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 one member to the Mansfield Center for the Performing Arts Advisory Board for the remainder of a three-year term through December 31, 2025.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (appoint/not appoint) Amanda Brumwell for the remainder of a three-year term through December 31, 2025."

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

Summary: On December 6, 2022, the City Commission appointed Caryl Olmstead to the Mansfield Center for the Performing Arts Advisory Board for a three year term through December 31, 2025. Ms. Olmstead has decided to move out of state therefore, resigned from the board on September 13, 2023. The City advertised for the vacancy and received one application from Amanda Brumwell.

Current Members of the Board are:

Grant Harville	12/19/2017 – 12/31/2025
Carl Donovan	6/7/2022 – 12/31/2024
Randall Knowles	4/18/2023 – 12/31/2024
Benjamin Nelson	12/6/2022 – 12/31/2025
Emily Langston	4/18/2023 – 12/31/2023
Caryl Olmstead	12/6/2022 – 12/31/2025 (resigned effective 9/13/2023)
Vacant	– 12/31/2025

Board Recommendation: During their meeting on October 20, 2023 the Mansfield Board reviewed Ms. Brumwell's application and recommended the City Commission appoint her to the remainder of Ms. Olmstead's term.

The City will continue to advertise for the last vacancy.

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.

Alternatives: The Commission could choose to not appoint the applicant and direct staff to continue advertising.

Attachments:
Application



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

Agenda #6.

RECEIVED

SEP 14 2023

CITY MANAGER

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

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

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

Agenda #6.

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

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

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

Montana East West Shrine Game
Spark the Arts

Are you a Qualified Elector? Yes ☒ No ☐

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

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

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

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

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

Additional comments:

Signature

Michelle L. Brownell

Date:

9-14-23

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

Return this form to:

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

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

Email:
kartis@greatfallsmt.net

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Regular City Commission Meeting

Mayor Kelly presiding
Commission Chambers Room 206

CALL TO ORDER: 7:00 PM

Mayor Kelly took a moment to pause and recognize the illegal and aggressive attack on Israel last week. He expressed support, sympathy and prayers to our Jewish community, students and staff at Toro Medical University, and to their families and loved ones who may be in harm's way. Our thoughts and prayers are with our neighbors in Israel and we hope this violence can end as quickly as possible.

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Eric Hinebauch, Joe McKenney, Rick Tryon and Susan Wolff. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Public Works Director Chris Gaub; Planning and Community Development Director Brock Cherry; Fire Chief Jeremy Jones; Finance Director Melissa Kinzler; City Attorney David Dennis and Deputy City Attorney Rachel Taylor; Police Chief Jeff Newton; and City Clerk Lisa Kunz.

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PROCLAMATIONS: Red Ribbon Week [October 23-31, 2023], Extra Mile Day [November 1, 2023] and KGPR Great Falls Public Radio Week [October 23-28, 2023].

COMMUNITY INITIATIVES

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM CITY COUNTY HEALTH DEPARTMENT (CCHD).

Rhonda Knudson reported that the Environmental Health Division of the CCHD conducts food safety inspections and licensing for local restaurants, tattoo shops, hotels, motels, as well as septic permitting and subdivision work.

Ms. Knudson reported that Senate Bills 199 (2021) and 202 (2023) deal with the Montana Local Food Choice Act. The Act allows people to make foods in their home kitchens, without inspections, food safety regulations, training, or label requirements, and sell the foods from their homes or agreed upon locations. This also includes raw milk. SB 202 contains language that requires Farmers Markets to accept these foods. She expressed concern about having these products with no oversight at the Great Falls Farmer's Market. She suggested the City look into liability concerns as the Great Falls Original Farmers Market is held on City property. The CCHD Environmental Division previously approved all of the food vendors at the Farmers Market. Due to being severely

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understaffed, the Environmental Division can no longer do that. She suggested education and signage warning people about the products so that they ask questions of these vendors, and potentially requiring vendors to have their own liability insurance in order to participate if they are selling Food Choice Act products.

2.

PETITIONS AND COMMUNICATIONS

Jeni Dodd, City resident, commented that TruGreen sprayed her neighbor's lawn today during the extreme windstorm. She expressed concern about the cancer causing chemicals affecting her home, yard, human and animal health. She requested an ordinance against spraying during wind events over a certain mile per hour, and requiring 24-hour advanced notification to neighbors so that they can secure anything they do not want contaminated, including their pets.

Anitra Hall, City resident, commented that on the morning of Sunday, October 1, 2023 she woke to find that cowards distributed hate propaganda throughout her neighborhood and in her yard. These activities serve only to spread hate and division in our community. While this material specifically targeted Mexicans, the phrase "foreign kinds bring foreign crimes," attacks all of us. This is not the first time these flyers have been distributed in targeted neighborhoods, and she has not heard anything from the City about how it is being addressed. The flyer calls for us to love our race. It is because she loves her race, the human race, that she is asking the City Commission to issue a proclamation denouncing and condemning this hate activity in Great Falls.

Kathie Hansen, 4601 Flood Road, suggested the City use tax dollars to take care of community veterans and residents before thinking about illegal immigrants coming into our city, and to set aside tax dollars in the event the City has to bus illegal immigrants to sanctuary cities.

Steve Grout, City resident, commented that the decision of the City Commission at the last Commission meeting to bypass the recommendation of the Library Board and instead appoint Noelle Johnson seemed to him to defy logic and he left the meeting feeling disappointed and dismayed. He was bothered that the Commission members who brought up the substitution did not interview her, did not interview any of the other applicants, and did not even sit in on any of the interviews that the Library Board conducted. The move felt orchestrated and he did not hear full and honest reasons for their choice. Nobody talked about Ms. Johnson's association with a group of people who opposed the Library levy and apparently put up a billboard insinuating the Library was a marketer for pornography and drag queens. No one talked about the other applicants. He feels the transparency was lacking. The Library has served the community well, but he does not feel that this decision served the community well at all. It felt to him these actions were a subtly subversive and political attack on the Library and that should never be allowed.

NEIGHBORHOOD COUNCILS

3. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

BOARDS AND COMMISSIONS

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4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

5. REAPPOINTMENT/APPOINTMENT TO THE POLICE COMMISSION.

Mayor Kelly reported that the Police Commission reviews all Police Department applicants for police officer positions and hears disciplinary appeals for the Police Department. The Commission is composed of three members appointed by the City Commission.

John Hackwith was appointed to the Police Commission on July 7, 2020 to a three-year term through June 30, 2023. Mr. Hackwith is interested and eligible for a second three-year term. In accordance with Resolution 10524, City staff advertised for the position and received four applications from James Whitaker, Michael Bicsak, Daniel Barnett and Gail Belfert.

The Police Commission met on September 29, 2023 to review applications and make a recommendation to the City Commission. The Police Commission recommended the reappointment of Mr. Hackwith.

Commissioner Tryon moved that the City Commission not reappoint John Hackwith to the Police Commission for a three-year term through June 30, 2026.

Motion failed for lack of a second.

Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission reappoint John Hackwith to the Police Commission for a three-year term through June 30, 2026.

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 Tryon requested additional information about the purpose of the Police Commission.

Police Chief Jeff Newton responded that the Police Commission serves to review and vet all police applicants, and to hear disciplinary appeals. Three people serve as the Police Commission and meet as needed.

Commissioner Tryon inquired why Ms. Belfert's application was included for consideration when her answer to whether she was a qualified elector was no. If the applicant is not a qualified elector, he inquired if that meant that does not necessarily mean she cannot serve on this board.

City Attorney David Dennis responded that he would need to conduct more research on the rules for appointment.

Commissioner Tryon noted that the other three applicants are all well qualified making it a hard decision, but he would go with the recommendation of the board.

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Commissioner McKenney commented that when it comes to these types of non-governing boards, if a member has served in good faith through their first term and they are eligible for a second term, to him the continuity and the expertise of the board is important and he sees no reason not to reappoint Mr. Hackwith.

Commissioner Wolff puts great faith in Mr. Hackwith's law enforcement experience and what is being asked of these commission members.

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

Motion carried 5-0.

CITY MANAGER

6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon announced that:

- The Public Works Environmental Division is partnering with Veolia North America to host a Household Hazardous Waste Collection event on Saturday, October 21, 2023 from 9:00 am to 1:00 pm at the lot south of the Great Falls Police Department at 112 1st Street South. Residents can bring antifreeze, gasoline, lighter fluid, paint thinner, road flares, shellac, fertilizer, pesticides, and those types of things for proper disposal. The City will not be accepting latex based paint products, mercury or highly toxic items as part of that collection.
- Traffic cones have been placed on Hwy 87 east of Walmart on 10th Avenue South for a construction access gate/road to the site of a new weapons generation facility at Malmstrom Air Force Base (MAFB). Citizens can expect more of this activity in the future with the Sentinel project.
- Park and Recreation is hosting small group tours at the new Aquatics and Recreation Center on Friday afternoons. Interested parties can contact the Park and Recreation office at 406-771-1265 for more information or to schedule a tour.
- Condolences were extended to the family, friends and co-workers of Sandy Hesel who passed away last Friday. Sandy worked in the Records Bureau for the Great Falls Police Department since 2016.

CONSENT AGENDA.

7. Minutes, October 3, 2023, City Commission Meeting.
8. Total Expenditures of \$2,254,896 for the period of September 21, 2023 through October 4, 2023, to include claims over \$25,000, in the amount of \$1,528,080.
9. Contracts List.

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10. Award a Professional Services Agreement in the amount of \$366,365 [sic] **\$336,365** to Advanced Engineering and Environmental Services, Inc. (AE2S), for Design and Inspection Services for the 33rd St Water Storage Tank Rehabilitation, and authorize the City Manager to execute the necessary documents. **OF 1794.1**
11. Approve the purchase of one new 548 Peterbilt tandem axle cab & chassis with a rear load packer, including a Qwik-Tip from Jackson Group Peterbilt of Missoula, Montana, through Sourcewell, for a total of \$333,878.24.

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

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

Motion carried 5-0.

PUBLIC HEARINGS

12. **ORDINANCE 3262 TO REZONE THE PROPERTY ADDRESSED AS 2505 8TH AVENUE NORTH FROM R-3 SINGLE-FAMILY HIGH DENSITY TO C-1 NEIGHBORHOOD COMMERCIAL.**

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

Planning and Community Development Director Brock Cherry reported that this item consists of an infill lot approximately 0.35 acres and which is currently zoned R-3 Single-Family Residential. The funeral home on the property immediately to the west is already zoned C-2, and there is more industrial use to the north. Staff analyzed and found that the zoning request complied with the 2013 Comprehensive Plan.

The Zoning Board conducted a public hearing. Written and verbal comments were received, with the majority in opposition stating traffic and water pressure concerns. The City's Senior Transportation Planner Andrew Finch conducted a minor traffic analysis and noted that this project did not generate sufficient traffic volumes to necessitate a full traffic impact study. Mr. Finch found that, at the current intersection during peak hours, this proposed use would only result in an approximate 2% increase in traffic.

The Engineering Department answered residents' concerns and explained that the property is not in a designated problem area as far as water pressure. The 12-residential units would have a nominal effect and would not cause significant detriment.

Tyson Kraft, Nelson Architects, representing the owner, reported that the lot has been vacant for over 35-years. There is a great need in Great Falls for apartment units. At the Zoning Board meeting, Mr. Clark with the Great Falls Development Authority stated that over 5,000 apartment units would be needed in Great Falls within the next couple of years. The owner is excited to develop this lot for that purpose.

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Immediately to the north is an automotive plant, immediately to the west is O'Connor Funeral Home and then further to the south is another set of apartment complexes. This project would be a nice buffer between the two zoning districts that helps tie in that transition from individual single family residential into more of a commercial district. The proposed 12-plex is a 3-story unit that will contain approximately 1,000 square foot units with two bedrooms. Per City Code, 18 parking spaces will be located on the north side of the lot. If approved, the owner is looking to break ground in the spring of next year.

Mayor Kelly asked if the Commissioners had any questions of staff or the applicant's representative.

Commissioner Wolff inquired if ingress and egress was proposed for 25th Street or 8th Avenue North.

Mr. Kraft responded ingress and egress would be on 25th Street and as far back from the intersection of 8th Avenue North as possible to limit any effect it would have on traffic backing up.

Mayor Kelly inquired the opinion of the Neighborhood Council and was informed the Council voted unanimously to support the proposed zoning map amendment.

Commissioner Tryon noted citizen concerns expressed about off-street parking, increased traffic and low water pressure.

Mr. Kraft responded that the applicant would provide a minimum of 18 parking spots on the site.

Commissioner Tryon received confirmation that the low volume project would result in an approximate 2% increase in traffic pursuant to the ITE manual, which is the industry standard. He further received clarification that tapping into a 12-inch water line in an area that is not designated as a low-pressure area would not cause a significant detriment to the area.

Mayor Kelly asked if there were any comments from the public in support of Ordinance 3262.

Jake Clark, Great Falls Development Alliance (GFDA), commented that GFDA supports this project because: (1) Great Falls needs housing, (2) it is an infill project, and (3) the zoning designation makes multi-family more accessible in the market.

Mayor Kelly asked if there were any comments from the public in opposition to Ordinance 3262.

Karen Schoonover, 2426 8th Avenue North, noted her written comments in opposition submitted to the Planning Advisory Board/Zoning Commission and reiterated her opposition to the proposed development. She has lived kitty-corner from the proposed development for over 43 years and has seen the increase in traffic and lack of parking in the area. The development will affect the ingress and egress on 25th Street, as it is already hard for her to back out of her driveway on to 25th Street on a busy day.

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

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission adopt Ordinance 3262 allowing the rezone request from R-3 Single-Family High Density to C-1 Neighborhood Commercial as legally described in the staff report, and the accompanying Findings of Fact, subject to the conditions of approval being fulfilled by the Applicant.

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

Mayor Kelly commented that the community is desperate for housing. The Commission has to look at applications and consider them in the broader picture of what is happening in Great Falls. Traffic has increased everywhere in the city and we are all dealing with that going forward. He can relate to the correspondence, but is in favor of the project due to the overwhelming community need for affordable and market rate housing.

Commissioner Wolff commented that infill is important to her because, as they have gone through the public safety education pieces, the Commission has been asked many times why did they allow the community to sprawl out into different areas.

Commissioner McKenney noted that the 12-unit apartment complex would allow some people who want to downsize a place to go, and that opens up single-family homes for others.

Commissioner Tryon would like to hear back from Ms. Schoonover after the project is done.

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

Motion carried 5-0.

13. ORDINANCE 3263 TO AMEND TITLE 8, CHAPTER 5 OF THE OCCGF, PERTAINING TO EMERGENCY MEDICAL SERVICES.

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

Fire Chief Jeremy Jones reported that adoption of Ordinance 3263 would provide updates to the delivery of pre-hospital, emergency medical services within the City of Great Falls 911 system and the areas protected by Great Falls Fire Rescue (GFFR).

The revisions will improve the safety and stability of the City of Great Falls 911 EMS system and provisions used to develop an ambulance service performance contract. As the EMS system administrator, GFFR has been monitoring trends and performance of its current fire based EMS system for several years.

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The proposed revisions in Ordinance 3263 are submitted to the Commission to address and strengthen EMS transport services with the goal of maintaining expected transport standards. The revision, in part, allows for basic life support ambulances within the City's EMS system, removes duplicate sections for extensions of the performance contract, designates GFFR as the jurisdictional authority over EMS services, allows GFFR the authority to transport patients when deemed necessary, aligns language for the extension of an ambulance service performance contract and provides for periodic system review. It also defines the certification requirements for ALS and BLS ambulances, new language to ensure all EMS system components understand and operate consistently, and a code clean up to be consistent with Montana state law.

On October 3, 2023, the Commission conducted first reading of Ordinance 3263. Bill Bronson, attorney for Great Falls Emergency Services (GFES), addressed the Commission and submitted a letter on behalf of GFES regarding his client's concerns, as well as two third-party consultant opinion letters. City staff reviewed the information and updated the language underlined as follows:

8.5.170 Criteria for ambulance service performance contract.

...

C. Each **ALS** responding ambulance shall be staffed with a minimum of one (1) **Nationally Registered Emergency Medical Technician- Montana Certified Paramedic (NREMT-P)** and one (1) **NREMT-Basic Montana Certified Emergency Medical Technician (EMT)**. **Each BLS ambulance shall be staffed with, at a minimum, two (2) NREMT-Basics (EMTs).** **All Paramedics and EMT's must be licensed by the State of Montana.** **The driver of the ALS or BLS responding ambulance must possess a valid Montana driver's license;** . . .

Due to changes by the 2023 State Legislature, staff also updated language in:

8.5.110 - Emergency medical services license required.

A. No person shall conduct or operate an ambulance service within the City without first obtaining a license as required by ~~OCCGF Title 5, Chapter 3, Article 7~~ state law.

There is no fiscal impact to the City for the update to City Code. There would be an increase to the transport contractor to provide up to three months of security to the City's reasonable anticipated operating costs versus current ordinance language of two months,

Mayor Kelly asked if the Commissioners had any questions of staff. Hearing none, Mayor Kelly asked if there were any comments from the public in support of Ordinance 3263.

Bill Bronson, Attorney at Law, representing Great Falls Emergency Services (GFES), commented that GFES values the relationship they have with the City and the people in the City of Great Falls. GFES is a great part of this EMS system. They see, generally, that the changes proposed by City staff are good.

This ordinance has not been substantively amended in about 15 years. Great Falls was the leader in the state in developing this performance contract arrangement. In fact, this was one of the first things he voted on as a City Commissioner in 2008.

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Attorney Bronson emphasized that Justin Grohs, Manager of Operations, appreciates the fact that the City is engaging in this updating process. It is agreed that it is critical to have as modern an ordinance as possible to deal with the circumstances confronted with in emergency medical transport. GFES is especially pleased to see that BLS is now going to be included in the Ordinance.

Chief Jones alluded to the fact that staff did take into consideration the letters offered from Mr. Athey and some of GFES proposed suggestions regarding the Ordinance. Deputy City Attorney Rachel Taylor reached out to him within the last week and they discussed the principal change, which Chief Jones noted on the language on licensure in OCCGF Section 8.5.170 C. GFES is comfortable with that amended language.

He also noted that Section 8.5.090 C. is a fairly lengthy provision of the Ordinance being amended that, on the surface, appears to be some fairly simple language. That section is where GFFR can make the determination whether transport is necessary. They will be interested in seeing how that new language is carried out in practice.

Obviously, GFES continues to be the provider under the performance contract and will continue to do so at least through the middle of next year. They are hoping to see what guidelines and what protocols might develop in accordance with it. The Ordinance offers very general language, but they think in practice, the City is going to have to work with the provider to make sure that there is a seamless flow of emergency medical transport.

The other issue is the concern about eliminating the grandfathering language in the Ordinance. However, after discussing the matter with Deputy City Attorney Taylor and GFES, as long as there is an opportunity for a contract extension which is provided for in this Ordinance, it addresses their principal concern.

One of the things that GFES, as a contractor, wanted to make sure of is that any new proposals that are put forward regarding a contract next year will have a staff recommendation but, ultimately, the Commission decides what is most appropriate.

Mayor Kelly asked if there were any comments from the public in opposition to Ordinance 3263.

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

Commissioner Wolff moved, seconded by Commissioner Hinebauch, that the City Commission adopt Ordinance 3263.

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

Commissioner Wolff thanked all involved in this long process and in wanting to provide the best service they can to the public.

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

Motion carried 5-0.

JOURNAL OF COMMISSION PROCEEDINGS**October 17, 2023****OLD BUSINESS****NEW BUSINESS****14. INTERLOCAL AGREEMENT BETWEEN CASCADE COUNTY AND THE CITY OF GREAT FALLS FOR EMERGENCY FIRE AND MEDICAL SERVICES RETROACTIVE FROM OCTOBER 1, 2023 TO SEPTEMBER 30, 2025.**

Fire Chief Jeremy Jones reported that the requested action is to ratify the interlocal agreement that has been in place with Cascade County for more than 30 years. Cascade County has contracted with the City of Great Falls to provide fire and emergency medical services to 16 designated fire districts located outside city limits. The citizens residing within these fire districts are assessed taxes for the service per Mont. Code Ann. § 7-33-2107 and § 7-33-2125.

Fire and EMS services were not only prompt and efficient, they reduced insurance rates for citizens in the districts. In 2022, the call volume resulting from the 16 fire districts equated to 125 calls for service, ranging from emergency medical service calls such as cardiac arrest to working structure fires.

This interlocal agreement with Cascade County was approved on October 10, 2023 by the County Commission for a period of October 1, 2023 through September 30, 2025. The agreement provides for the proceeds from the rural fire control special district levy for fire and medical services computed to the maximum allowable by Mont. Code Ann. § 15-10-420 be paid to the City of Great Falls. It is projected that the City will receive approximately \$227,000 in revenue for providing these services. Payments are due in two equal installments before December 15th and June 15th of each contract year.

The impacts to Great Falls Fire Rescue for providing fire and emergency medical services over the last 30 years has been minimal. Based on the proximity to the city limits and low frequency of calls, continued service will not degrade service within the city.

Should the City Commission choose to decline to provide fire and emergency medical services per this agreement, responsibility of fire protection would return to Cascade County who could make assignments to volunteer fire departments. If this alternative is selected, it would likely place considerable hardship and risk on many of the residents covered under this agreement.

Commissioner Wolff moved, seconded by Commissioner Hinebauch, that the City Commission ratify the Interlocal Agreement between Cascade County and the City of Great Falls for Emergency Fire and Medical Services, retroactive from October 1, 2023 to September 30, 2025, and authorize the City Manager to execute the agreement.

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

Mayor Kelly noted that Great Falls Fire Rescue serves as a model for cooperation between City and County agencies.

Mayor Kelly called for the vote.

JOURNAL OF COMMISSION PROCEEDINGS
October 17, 2023

Motion carried 5-0.

15. LABOR AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND THE GREAT FALLS POLICE PROTECTIVE ASSOCIATION (GFPPA).

Deputy City Manager Chuck Anderson reported that this item is a request to approve the labor agreement between the City of Great Falls and the Great Falls Police Protective Association. Staff met with GFPPA representatives four times starting in April of 2023 and negotiated the contract that is before the Commission tonight.

Key items of the contract are:

- Two year term from July 1, 2023 to June 30, 2025
- A 6% COLA increase effective July 1, 2023, a 5% COLA increase effective July 1, 2024, and a 1% COLA increase effective January 1, 2025
- A one-time payment of \$500 for 84 uniformed officers that are in assigned positions. The uniform pay is approximately worth \$42,000.

The fiscal impact for the entire contract amount is approximately \$800,062.

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission approve the labor agreement between the City of Great Falls and the Great Falls Police Protective Association (GFPPA).

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

Commissioner McKenney inquired the points of contention.

Deputy City Manager Chuck Anderson responded there was no contention, but robust and healthy conversation centered on wages and benefits.

Mayor Kelly called for the vote.

Motion carried 5-0.

ORDINANCES/RESOLUTIONS

CITY COMMISSION

16. APPOINTMENTS, GREAT FALLS CITIZEN'S COUNCIL.

Mayor Kelly moved, seconded by Commissioner Hinebauch, that the City Commission appoint Mayor Kelly and Commissioner Tryon to serve on the Great Falls Citizen's Council, also known as the Council of Councils, for the October 24, 2023 meeting.

JOURNAL OF COMMISSION PROCEEDINGS
October 17, 2023

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

Motion carried 5-0.

17. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Wolff expressed appreciation to the Street Department for her ride on the new paving machine, and to Montana Air National Guard (MANG) for attending the annual Montana League of Cities and Towns reception in support of this community.

18. COMMISSION INITIATIVES.

Commissioner McKenney requested, and no one opposed, that proclamations be included with the agenda packet or provided to the Commission members before the meeting.

With regard to Anitra Hall's comments, Mayor Kelly noted that the police and a group of citizens are active in cleaning up and removing the hate material that was distributed and are making statements that it will not be tolerated in our community. In response to Ms. Hall's request, Mayor Kelly requested that staff prepare a proclamation.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of October 17, 2023, at 8:36 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: November 7, 2023



Commission Meeting Date: November 7, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT

<https://greatfallsmt.net/finance/checkregister>

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

ACCOUNTS PAYABLE CHECKS FROM NEW WORLD	10/05/23-10/25/23	1,360,073.77
ACCOUNTS PAYABLE CHECKS FROM MUNIS	10/05/23-10/25/23	6,357,883.27
MUNICIPAL COURT CHECKS	10/05/23-10/25/23	9,261.00
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	10/05/23-10/25/23	17,995.71
TOTAL: \$		<u>7,745,213.75</u>

GENERAL FUND

SPECIAL REVENUE FUNDS

COVID RECOVERY

JAMES TALCOTT CONSTRUCTION	ARPA FIRE STATION INFRASTRUCTURE	204,577.79
BSPARK ARCHITECTURE INC	AR212301 EVIDENCE ROOM ARCHITECTURE	77,851.80
GF TOURISM BUSINESS IMPROV. DIST.	ARPA CONSULTANT STEP 2 & 3	70,240.00

AIRPORT TID

DORSEY & WHITNEY LLP	LEGAL SERVICES	50,000.00
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SUPPORT & INNOVATION

GF TOURISM BUSINESS IMPROV DIST.	TBID MONTHLY REIMBURSEMENT AUG 2023	29,929.84
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STREET DISTRICT

MTRE INC	OF 1788.0 33RD ST S ADA UPDATE/PMT 2 (SPLIT AMONG FUNDS)	125,741.76
GREAT FALLS SAND AND GRAVEL	TYPE B & C HOT MIX ASPHALT 14,000 TONS	29,828.31

PARK DISTRICT

SWANK ENTERPRISES	AQUATIC & REC CENTER CONSTRUCTION	673,673.19
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FEDERAL BLOCK GRANTS

MUNICIPAL EMERGENCY SERVICES INC	CDBG EXTRICATION EQUIPMENT	41,193.74
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DEBT SERVICE FUNDS**DOWNTOWN TID BONDS**

DOWNTOWN DEV. PARTNERSHIP	TIF REIMBURSEMENT RESOLUTION 10477	46,222.07
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CAPITAL PROJECT FUNDS**DOWNTOWN TID**

TALISMAN CONSTRUCTION	CIVIC CENTER FACADE SEPTEMBER 2023	183,746.43
TALISMAN CONSTRUCTION	CIVIC CENTER FACADE AUGUST 2023	129,738.21

ENTERPRISE FUNDS**WATER**

GERANIOS ENTERPRISES INC	1432.4 SW SIDE WMR PHASE III/PMT9	209,477.85
SLETTEN CONSTRUCTION COMPANY	1698.1 WTP SOLID MIT/PMT5 (SPLIT AMONG FUNDS)	441,448.38
UNITED MATERIALS OF GREAT FALLS	1467.1 LOWER NORTHSIDE WMR PH 2/PMT1	417,823.23

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	306,297.54
72 HOUR LLC	2023 1 TON 4X4 REG. CAB PICKUP UNIT#637	52,587.94
SLETTEN CONSTRUCTION COMPANY	1698.1 PROF WTP SOLID MIT/PMT5 (SPLIT AMONG FUNDS)	441,448.38
RDO EQUIPMENT COMPANY	2023 JOHN DEERE WHEEL LOADER SEWER	211,900.00

STORM DRAIN

ED BOLAND CONSTRUCTION INC	1779.0 CEN AVE/3RD DRAIN IMP PH 1/PMT6	358,246.78
MTRE INC	OF 1788.0 33RD ST S ADA UPDATE/PMT 2 (SPLIT AMONG FUNDS)	9,702.00

PARKING

STANDARD PARKING CORPORATION	3RD YEAR SP PLUS CONTRACT SEPT 2023	31,458.09
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INTERNAL SERVICE FUNDS**HEALTH & BENEFITS**

HEALTH CARE SERVICE CORP	BLUE CROSS HEALTH INSURANCE SEPT 23	777,930.86
SUN LIFE FINANCIAL	SUN LIFE DENTAL AND VISION SEPT 2023	48,244.06

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	UNLEADED 121929 GAL DIESEL 152332 GAL	35,044.16
RDO EQUIPMENT COMPANY	2023 JOHN DEERE WHEEL LOADER STREET	211,900.00

TRUST AND AGENCY FUNDS**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	136,810.45
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	112,683.56
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	146,823.81
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT	

	EMPLOYEE & EMPLOYER CONTRIBUTIONS	283,700.39
US BANK	FEDERAL TAXES, FICA & MEDICARE	441,065.26
MT MUNICIPAL INTERLOCAL AUTHORITY	QUARTERLY PAYROLL ASSESSMENT	243,230.16

UTILITY BILLS

NORTHWESTERN ENERGY	ELECTRIC CHARGES SEPT 2023	76,867.42
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CLAIMS OVER \$25,000 TOTAL: \$ 6,657,433.46

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

DATE: November 7, 2023

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

PRESENTED BY: Darcy Dea, Deputy City Clerk
ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR' S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Public Works – Environmental	Veolia ES Technical Solutions LLC	10/21/2023	\$39,423.19 [estimate only, amount will vary depending on actual quantities and actual labor, equipment, etc.]	Ratification of Pricing Quotation and previously approved Environmental Services Agreement to provide analytical, collection, management, transportation, disposal and/or recycling services for waste materials at agreed upon Household Hazardous Waste Event at the lot south of the Great Falls Police Department, 112 1 st Street South [CR: 041823.12B]
B	Administration City Manager	Powergas Corporation	11/01/2023 – 10/31/2025	Reduced rate of \$200/hr for ad-hoc services rendered; \$1,600/mo only during periods of contract negotiation or renewal and/or special project work	Ratification of Consulting Agreement to provide energy consulting services as may be required by Client and such other energy services as the Client may request from Consultant or Consultant's related energy partners.

C	Public Works/ Environmental	Great Falls Stolley, LLC	Permanent	N/A	Maintenance Agreement for Great Falls Clinic Hospital Addition and Renovations Private Stormwater System (Lots 1-1A and 1-B of Amended Plat of Lot 1-A1, Block 1 First Addition to the Great Falls Clinic Addition) located in the NW ¼ of Section 17, T20N, R4E, PM MT, City of Great Falls, Cascade County, Montana
D	Public Works/ Environmental	Big Iron Truck and RV Wash LLC	Permanent	N/A	Maintenance Agreement for Big Iron Truck and RV Wash Private Stormwater System (Lot 1 of Double T Estates) located in Section 21, T20N, R3E, P.M. MT, City of Great Falls, Cascade County, Montana
E	Public Works/ Environmental	OTB-Great Falls, LLC, an Arizona limited liability company	Permanent	N/A	Maintenance Agreement for Les Schwab Tire Store Private Stormwater System (Lot 7 in Block 2 of the Amended Plat of the Great Falls Market Place Subdivision Plat #500) located in the SW ¼ of Section 15, T20N, R3E, PM MT, City of Great Falls, Cascade County, State of Montana
F	Public Works/ Environmental	Realty Income Properties 5, LLC, a Delaware limited liability company	Permanent	N/A	Maintenance Agreement for Private Stormwater Treatment & Detention System (Lots 3A-7A, Amended Plat of Lots 3-8, Block 4, Second Supplement to Pappin Heights Addition to City of Great Falls, Plat 2023-02) located in the SE ¼ SE ¼ of Section 8, and the NE ¼ NE ¼ of Section 17, T20N, R4E, PMM, City of Great Falls, Cascade County, Montana

G	Public Works – Environmental	Calumet Montana Refining, LLC	10/25/2023 – Until the earlier of five years or termination following 30 days written notice by either party	N/A	Ratification of Letter Agreement for temporary access to City of Great Falls Waste Water Treatment Plant Property (Parcel 1876400), along North River Road, with an address of 1600 6 th Street NE, Great Falls MT South of the Calumet Refinery, 1900 10 th Street NE, Great Falls, MT granted by the City of Great Falls to Calumet Montana Refining, LLC for the sole purpose of locating existing public utilities and soft digging (i.e. air knifing), advancing soil borings and installing groundwater monitoring wells, conducting electrical resistivity survey, excavating and/or potholing for the investigative and remediation purposes OF 1763.0
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Commission Meeting Date: November 7, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: One 2023 Paver Trailer

From: Doug Alm, Vehicle Maintenance Manager

Initiated By: Public Works Department

Presented By: Christoff T. Gaub, Public Works Director

Action Requested: Approve Purchase

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the purchase of one 2023 Trail King HD Gooseneck paver trailer from Torgerson’s of Great Falls, Montana through Sourcewell, for a total of \$129,261.36.”

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

Staff Recommendation: Staff recommends the City Commission approve the purchase of one 2023 Trail King HD Gooseneck paver trailer to Torgerson’s of Great Falls, Montana through Sourcewell, for a total of \$129,261.36.

Background:

Purpose

The paver trailer would be used by the Street Division to transport the City’s new paver.

Evaluation and Selection Process

City staff evaluated different makes and models of trailers based on cost and availability, safety of operation, loading/unloading height, maximum load height, and ability to work with existing equipment. The Trailer King meets the operational and safety requirements allowing for safer and more efficient mobilization of heavy equipment from one project to the next. The loading and unloading as well as transporting load height is lower than the existing unit and better suited to haul the Street Division’s new paver. Torgerson’s currently has this trailer in stock, reserved for the City. If the City chooses not to purchase this trailer, other Montana cities have expressed that they will purchase it. This type of trailer is currently on a 2-year backorder. The current unit would stay in the fleet and be used to haul other equipment and serve as a backup unit, increasing efficiency and decreasing downtime.

The recommended purchase and installation will be procured through the City’s membership in Sourcewell, which is a governmental purchasing service cooperative based in Minnesota. The City

secures memberships in governmental cooperative purchasing entities under §§ 18-4-124 and 18-4-401 *et seq.*, MCA and those memberships allow it to access a wide range of products and services from competitively solicited bids and proposals from various vendors.

The City can then work with the contract managers at the purchasing cooperative to verify pricing and ask questions about contract structures, and then ultimately enter into contracts directly with the vendors who have contracted with the cooperative to purchase the products and services offered through the cooperative purchasing structure. In this particular case the City is accessing a Sourcewell contract for a paver trailer with Torgerson's of Great Falls, Montana.

Conclusion

The trailer specifications from Sourcewell meet the specifications to transport the City's paver in a safe and efficient manner.

Fiscal Impact: Funds for this scheduled purchase from the ERS (Equipment Revolving Schedule) were provided in the FY 2024 Central Garage Budget for the Street Division.

Alternatives: The City Commission could vote not to approve the purchase of a 2023 Trail King HD Gooseneck paver trailer. Without a new equipment transport trailer, the Street Division would experience reduced redundancy in capability, effecting the division's ability to perform scheduled maintenance such as Street Opening Asphalt Patching, and Asphalt Mill and Overlay safely and efficiently.

Attachments/Exhibits:

Torgerson's Quote/Invoice – Street Division Paver Trailer

Sourcewell Contract – Trailer King #092922-TKI

GENERAL RETAIL ORDER

www.torgerson.biz



BUYER City of Great Falls PHONE 406-771-1401
 ADDRESS 1025 25th NE CITY/STATE/ZIP Great Falls, MT 59404
 DELIVERED BY Customer DATE 5-18-2023
 CUSTOMER NUMBER 31822 / Great039 EMAIL dalm@greatfallsmt.net

NEW OR USED	STOCK NO.	MAKE	MODEL	SERIAL NO.	DESCRIPTION	AMOUNT
N	404686	Trail King	Trail King DG	TK-80743.06	2023 Trail King HYD Gooseneck low boy paver Special - See attached Specs	128,443.50

TRADE-INS: Buyer certifies below Trade-ins to be free of encumbrances

MAKE	MODEL	SERIAL NO.	DESCRIPTION	TRADE-IN ALLOWANCE
			Sourcewell-092922 TK	

INSURANCE AGREEMENT

THE PURCHASE OF INSURANCE COVERAGE IS ☐ Required ☒ Voluntary

I choose to purchase a PPP Plan ☐ OR I Choose NOT to purchase a PPP Plan ☒

I choose to purchase a PDI Plan ☐ OR I Choose NOT to purchase a PDI Plan ☒

Purchase Protection Plan: Term Months: _____ Term Hours: _____

Deductible Amount: _____ Price: _____

Physical Damage Insurance: Term Months: _____

Deductible Amount: _____

Price: _____

The precise protection afforded is subject to the terms, conditions and Exclusions of the contract(s) issued.

BUYER MAY FURNISH HIS OWN INSURANCE AS MAY BE REQUIRED TO COVER ANY BALANCE DUE UNDER THIS PURCHASE AGREEMENT.

TIME BALANCE: I hereby agree to settle the deferred balance, if any, as shown herein on the basis of retail time payment contract in a form that is mutually satisfactory which I will sign prior to the delivery of the goods ordered and having a total face value equal to the time balance amount and including the credit terms disclosed herein.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

☐ SOLD USED AS-IS. No warranty of any kind has been given by the dealer or his agent.

☒ SOLD NEW WITH Standard warranty

(specify warranty used)

SPECIAL AGREEMENTS paver must load on to trailer

1. TOTAL CASH PRICE	\$ 128,443.50
2. LESS CASH DOWN PAYMENT	\$ _____
3. LESS TRADE IN	\$ _____
4. TOTAL DOWN PAYMENT	\$ _____
5. UNPAID BALANCE OF CASH PRICE	\$ _____
6. DELIVERY	\$ _____
7. PPP/PDI	\$ 817.86
8. OTHER CHARGES	\$ 0
	NO FET
	\$ _____
9. AMOUNT FINANCED	\$ 129,261.36
10. PAYOFF <input type="checkbox"/> YES <input type="checkbox"/> NO	Lien Holder _____

Except as specifically agreed above, Torgerson's LLC disclaims all other warranties, whether written, oral, express, statutory or implied, including any warranties of merchantability, fitness for a particular purpose or other implied warranties from course of dealing or usage of trade.

ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT must be made in dealer's shop and buyer is responsible for hauling equipment for repair. No warranty is given by the dealer for tires, batteries or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse or negligence. This guarantee is not transferable.

I hereby agree to the condition of this order, expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 21 years of age or older and acknowledge receipt of a copy of this order.

Notice to the buyer: do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. You have the right to pay in advance the unpaid balance of this contract and obtain a partial refund of the finance charge based on Agricultural Method. Rule of 78's Sum of the Digits

Buyer's signature: _____

date 5-18-23

THIS ORDER IS VALID ONLY WHEN SIGNED AND ACCEPTED BY THE DEALER.

SALES CONSULTANT Mick/Alanna

ACCEPTED BY: [Signature]
(dealer's signature)

**Solicitation Number: RFP #092922****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Trail King Industries, Inc., 300 East Norway Ave., Mitchell, SD 57301 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Trailers with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 20, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Supplier will submit payment 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 Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. 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.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

18. INSURANCE

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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 Supplier 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, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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. Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. 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. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

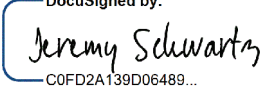
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

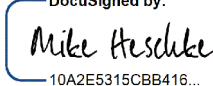
092922-TKI

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Trail King Industries, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
12/15/2022 | 12:12 PM CST
Date: _____

DocuSigned by:

By: 10A2E5315CBB416...
Mike Heschke
Title: Dir. Of Government Sales
12/15/2022 | 12:28 PM CST
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
12/15/2022 | 12:30 PM CST
Date: _____

RFP 092922 - Trailers with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Trail King Industries, Inc.
Address: 300 East Norway
Mitchell, South Dakota 57301
Contact: Mike Heschke
Email: mheschke@trailking.com
Phone: 814-856-2056
Fax: 605-995-6500
HST#: 460320593

Submission Details

Created On: Monday August 22, 2022 07:54:12
Submitted On: Wednesday September 28, 2022 10:27:12
Submitted By: Kara Kayser
Email: karakayser@trailking.com
Transaction #: 55b50d64-8ee0-458a-8d11-f95cc1b5e9df
Submitter's IP Address: 216.249.231.227

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Trail King Industries, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Trail King Industries, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1BW06	*
5	Proposer Physical Address:	300 East Norway Ave. Mitchell, SD 57301	*
6	Proposer website address (or addresses):	https://www.trailking.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Heschke Dir. of Government Sales 300 E Norway Ave Mitchell, SD 57301 mheschke@trailking.com 814-856-2056	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Heschke Dir. of Government Sales 300 E Norway Ave Mitchell, SD 57301 mheschke@trailking.com 814-856-2056	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Eric Thomas Director of Sales 300 East Norway Ave Mitchell, SD 57301 ethomas@trailking.com 605-630-1198 Kara Kayser Marketing Manager 300 E Norway Ave Mitchell, SD 57301 karakayser@trailking.com 605-995-3618	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Trail King Industries began in 1974, primarily as a distributor and sales representative for manufacturers of agricultural equipment. As the 1970's drew to a close, the company's emphasis shifted away from the distribution of ag-related equipment in order to focus exclusively on the manufacture of Trail King Trailers.</p> <p>This focus on trailers, led to an expanded product line that included trailers designed not only to address construction-related applications, but to meet the needs of the Commercial and Specialized Hauling markets as well. In 2000, Trail King further expanded its product offerings with the purchase of Red River Manufacturing, based in West Fargo, ND. Red River had a well-deserved reputation for manufacturing outstanding live bottom, side & bottom dump trailers for the agricultural, waste, and construction industries.</p> <p>Trail King was acquired by CC Industries, Inc. (CCI) in 2010. CCI is headquartered in Chicago, IL and is the holding and management company for the Crown families privately held operating companies. This acquisition afforded Trail King the expertise and support necessary to enhance Trail King's long-term strategic growth as North America's leading specialized trailer manufacturer.</p> <p>In 2015 Trail King acquired Dakota Trailer Manufacturing located in Yankton, SD. This added grain hopper trailers for the agriculture market to the Trail King product portfolio.</p> <p>Trail King's mission is to build the best trailers in the world for our customers' success. We accomplish this through our values of embracing change, investing in people, planning, and acting with facts, caring for the customer, and going the extra mile.</p> <p>Our growth plans and quality objectives are etched in the following:</p> <p>Provide the BEST Customer Experience</p> <ul style="list-style-type: none"> • Challenge ourselves to be the innovative leader in our industry by constantly improving and updating products and services. • Seek out information and communicate with customers to consistently meet or exceed their expectations. <p>Attain excellence in Quality Management</p> <ul style="list-style-type: none"> • Invest in people through training, teamwork and auditing to achieve a culture of quality. • Focus on continuous improvement to reduce the cost of quality. <p>Inspire Individual ownership of Quality</p> <ul style="list-style-type: none"> • Promote and encourage personal ownership and pride in everything we do. • Perform actions that demonstrate trust and confidence in our team to produce defect free products.
11	What are your company's expectations in the event of an award?	<p>Trail King Industries expects a mutually beneficial partnership that will bring sustained growth to both parties. We'll strengthen and develop new relationships within the SLED (state, local and education) markets to generate additional market share, revenue, and brand recognition. We look forward to providing an excellent product and customer experience to Sourcewell Members. Our Marketing team is eager to promote the relationship across all our channels to engage both our dealers and Sourcewell Members.</p> <p>Strategically and diligently, our organization will work to become the fastest growing trailer and related equipment provider. Implementing our sales and marketing plan which will consist of a unified effort of the Trail King Corporate Government Sales Team, Corporate Field Sales Staff, Marketing Group and Service Staff, coupled with our world class dealer resources, routine training & communication along with corporate marketing resources to gain further brand exposure and awareness for both Trail King and Sourcewell. Our marketing and sales execution will consist of strong trade show attendance, association involvement, print/digital marketing and dealer boots on the ground contacting the customers face to face.</p> <p>Please see attached:</p> <ul style="list-style-type: none"> • Sourcewell dealer flyer 2022

12	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.	Trail King Industries is part of a family of privately held companies owned by Industries, Inc., including other transportation-related manufacturing companies such as Great Dane (the largest manufacturer of commercial truck trailers in the world), Gillig (the second largest transit bus manufacturer in North America), and Johnson Truck Bodies (a leading manufacturer of temperature-controlled truck bodies). Please see attached: <ul style="list-style-type: none"> JPMorgan Chase Reference – Trail King Experian Report – Trail King Dun & Bradstreet – Trail King 	*
13	What is your US market share for the solutions that you are proposing?	For the markets we participate in and monitor (including Dumps, Flatbed Drop Deck, Grain Hopper, Lowbed, Tagalong, and Transfer) we are among the Top 5 manufacturers overall based on IHS-provided US registration data. In addition, we are also consistently the Top manufacturer of lowbed trailers and part of the Top 5 manufacturers for tag/tilt/utility trailers.	*
14	What is your Canadian market share for the solutions that you are proposing?	We sell a substantial amount of trailers into both Canada and other international markets, but do not have access to accurate market share data for those regions.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Trail King Industries has never petitioned for bankruptcy protection since incorporation.	*
16	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. 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? 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?	Trail King Industries is an original equipment manufacturer. Our sales, sales support, service, and customer service/warranty staff are all direct employees of Trail King Industries. Our distribution network is comprised of over 400 independently owned and operated dealer locations across the US and Canada, as well as internationally. In most cases, our dealer network also serves as our frontline service providers. Trail King offers a robust communication and training program to keep our dealer network informed and up to date on important product and business developments.	*
17	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.	Trail King Industries is currently licensed to do business in all 50 of the United States, Canada, and Internationally.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Trail King Industries has never incurred any suspension or disbarment of any form.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Trail King Industries has upper management personnel that have held or are holding offices for numerous years with industry regulatory groups such as Specialized Carriers & Rigging Association (SC&RA) and Truck Trailer Manufacturers Association (TTMA). These affiliations help to keep Trail King's finger on the pulse of any new emerging technology or regulatory policy changes.</p> <p>2018- CCI Safety Conference held in South Carolina to recognize companies in their portfolio for outstanding safety. In the Environmental Health and Safety category Trail King was awarded Most Improved Company – Overall and the Yankton, SD location was recognized for one full year with zero lost time or restricted duty injuries.</p> <p>2020 – The Trail King West Fargo, ND facility recognized by the Truck Trailer Manufacturing Association (TTMA) as the safest facility in the Trailer Industry for 2020. The TTMA awards are given annually based on plant safety data from TTMA member companies that provide their annual OSHA 300A Summary Form. Each category is divided into three classes determined by plant size. West Fargo won the award for category B, medium sized factories.</p> <p>2021 – 40-year longevity award from the Specialized Crane & Rigging Association</p> <p>2021 – 40-year longevity award from the National Trailers and Dealers Association</p> <p>2021 – Trail King was awarded Construction Equipment Top 100 New Products of 2021 Award for the Live Bottom product. The Top 100 New Products of 2021 Award program was conceived to call special attention to the most significant new products announced each year. These awards serve to emphasize innovations, highlighting manufacturers who are investing in research and development. Their investments pay off for equipment users in the form of greater productivity, efficiency, and safety. They also ensure a competitive marketplace.</p>
20	What percentage of your sales are to the governmental sector in the past three years	Our Government Sales to all government customer types represents approximately 5% of our total sales.
21	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales are to the education sector.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New York OGS Contract: Averaging Over \$325,000 annually
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Trail King Industries does not currently hold a GSA contract.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Sioux Falls	David Dekker	605-367-8833
South Dakota Department of Transportation	Tyler Green	605-773-2897
Padre Dam Municipal Water District	Neil sAmple	619-571-8225
Los Angeles City Fire Department	Mike Flores	323-309-0213
New York Department of Transportation	Dan Malone	212-839-2526

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *	
Not required	Government	California - CA	Trailers	\$46,347	\$2,100,000	*
Not required	Government	New York - NY	Trailers	\$56,270	\$2,100,000	*
Not required	Government	Colorado - CO	Trailers	\$106,527	\$1,100,000	*
Not required	Government	Arizona - AZ	Trailers	\$40,483	\$1,030,000	*
Not required	Government	Washington - WA	Trailers	\$48,344	\$483,445	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	Trail King Industries employees fifteen District Sales Managers covering the US, Canada, and International markets. There are eight internal sales support positions focused on the equipment offered in this proposal. As stewards of the company, our mutual government customers, and the continued growth of cooperative contract purchasing, our sales force champions the government sales process throughout their respective areas of responsibility or territories. Well versed in government sales, our sales force coupled with our world class dealers, stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. All the above are direct employees of Trail King Industries. See attached: District Sales Manager map - Trail King	*
27	Dealer network or other distribution methods.	Trail King Industries has the most extensive dealer/distribution network with over 400 independently owned and operated dealer locations spread across the US, Canada and International markets. Over 50% of the dealer network also handles construction equipment (CAT, John Deere, CASE etc.) with many of these dealers offering road service and travel to customer locations. Our entire dealer network is 100% committed to servicing trailer customers before, during and after the sale. We are proud to have a network of incredible dealers included in our Trail King family. They are an extension of our team and a valuable resource for our customers. Trail King dealers are known for their commitment to excellence in parts and service, as well as product expertise and on-hand inventory. Each and every dealer is dedicated to working with our customers to find the perfect solution for their hauling needs.	*
28	Service force.	Trail King Industries employs six customer support representatives dedicated to warranty support, eleven service technicians dedicated to service work, and four customer service engineers dedicated to solving both service and warranty issues. Our parts department consists of nine full time employees and a 24/7 internet-based, user-friendly parts tool for quick and convenient access to availability, pricing, ordering, and BOM lookup. All of the above are direct employees of Trail King Industries. See attached: Customer Service-Support Contacts – Trail King	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Trail King's District Sales Managers, along with our local dealer salespeople, work side by side with Sourcwell members to provide a solution that best fits their hauling need. If a dealer is not located by the member, our District Sales Manager will work with them directly. A detailed quote is generated and sent to the member. Orders can be sent to our dealer or directly to Trail King for processing. All Sourcwell quotes are marked, and orders are flagged as Government upon entering. This allows for seamless creation of quarterly sales reports to Sourcwell.	*

30	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.	Trail King Industries prides themselves on Best Product, Best Service and Best Performance. Trail King accepts service requests by phone, fax, livechat or email. If a customer feels their issue is a warranty problem, several steps are taken to ensure rapid resolution. The trailer serial number (last 8 digits), model number, and purchase date must be presented to obtain a warranty authorization number. Claim forms have a space for the authorization number and all spaces completed before processing. A copy of the work order, any receipts for parts, outside purchases, and anything else pertaining to the warranty claim must be sent in with the claim form. Trail King requests that all parts replaced under warranty be returned and clearly marked with the claim number. Our representatives seek out information and communicate with customers to consistently meet or exceed their expectations. They make every effort to process claim requests the same day as received. See attached: Customer Service-Support Contacts – Trail King	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Trail King is proud to serve our State, Local and Education (SLED) markets. Our 15 District Sales Managers along with our entire internal support staff and our 400+ dealer locations provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing, our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Trail King Industries' focus for a successful government sales business model. Well versed in government sales, our sales force coupled with our world class dealer organization, stand ready to serve government customers through the use of contracts to further the efficiencies of public procurement.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	With eight dealer principal locations located throughout Canada, Trail King is positioned to assist all participating entities with our two Canadian District Sales Managers and the support from our corporate office in the United States. We are currently serving Canada through RMA/Canoe.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are one of the largest construction trailer manufacturer in North America serving all of Canada and the United States.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We service all sectors of Sourcewell participating entities.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We sell and service all of our trailer offerings in Hawaii and Alaska. We also support all US Territories through our dealer network. Additional freight when using a freight forwarder will be added to the account for the additional shipping charges either door to door and/or door to port depending on the customers needs.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Trail King Industries has a marketing team with numerous methods available to promote our newly acquired contract. This would include but not be limited to digital and print advertising, social media posts, web site updates, press releases, email blasts, etc.</p> <p>Award of the contract would be announced through press releases and industry publications and organizations. Digital communications and email to our dealer network would further highlight the contract. We would then support our sales team and dealer network by providing an updated marketing toolkit. The Sourcewell logo would be incorporated to all current literature.</p> <p>Our website is a primary source of information. We've highlighted the contract on our site and added Links to Sourcewell. Trail King is proud to serve our SLED (state, local and education) markets with trailer products and services. We focus on providing customers with the convenience of not having to duplicate the bidding process, saving time and money. Our positioning statement offers an easy way to purchase exactly what they need at an affordable cost.</p> <p>Continual promotion of the contract would occur through Trail King's participation in government and industry trade shows both domestically and internationally.</p> <p>Lastly, we would use this contract as a tool to pursue additional state contracts similar to our existing contract with state of New York, for example.</p> <p>See attachments:</p> <ul style="list-style-type: none"> • Sourcewell Dealer Flyer – Trail King • Trail King – Literature Sample • Trail King – Services Brochure: Finance, Parts and Refurb
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Trail King Industries is active on all the top social media platforms including Instagram, Facebook, LinkedIn, Twitter, and YouTube. We utilize both organic and inorganic posts to promote our products across all of these channels. We regularly run promotions and targeted ads for lead generation. We run AdWords through Google Analytics and evaluate the effectiveness of our campaigns. SEO keywords are strategically utilized to help customers find our products. All of our advertising efforts are available in all digital formats for download across multiple government-oriented publications.</p> <p>Since our last contract award, Trail King launched a new website designed to offer a user-friendly experience with improved navigation and functionality. With a heavy focus on making the customer experience better, Trail King offers updated content to reflect their new mission and more of what customers and dealers want. We've also added a LIVE CHAT feature on our website promoting another way to contact us.</p>
38	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>We would look for Sourcewell both to be actively involved in our sales training process and to be available as a resource for questions or other needs that arise during the contract term. Additionally, easy to access marketing and other materials through Sourcewell's web site as well as industry exposure through Sourcewell's web site and trade show presence would be helpful marketing tools. Trail King Industries would view this collaboration as valuable assistance toward promoting the contract.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The nature of highly customizable and configurable product does not readily allow for the use of an e-procurement system. Our knowledgeable sales and support staff, as well as our extensive dealer network, are there to assist the customer throughout the entire order process. The unique requirements and regulations around the trailer industry demand a high level of expertise to ensure compliance and best fit to your application. We have not identified an e-procurement system that can provide this level of assistance to our customers. We have added our products to Sourcewell's proprietary e-procurement system, although members will still need to work with a Trail King representative to place an order.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Trail King Industries and its dealers offers product, equipment, maintenance, and operator training on every trailer delivered free of charge. This is generally conducted at the customer's request when a trailer is delivered. Customers are also welcome at any of our manufacturing facilities for additional training opportunities and hands-on product experience. Each trailer is delivered with a specific operations and services manual that is customized to their unique build. This manual extensively covers operation, safety, service and maintenance information of our equipment.	*
41	Describe any technological advances that your proposed products or services offer.	Trail King Industries is continually seeking out new advances for the trailer industry. Just recently adding a new laser cutting table that provides the ability to keep our plant operating continuously 24/7. The plant also added a brand new 340-ton press brake. All will provide unparalleled manufacturing capability and increase our already high-quality standard. Trail King's engineering department continues to explore new ways of making our trailers stronger yet lighter than any of our competition. This department has 13 Design Engineers, 9 Project Engineers, 4 Engineering Technicians, and 6 Senior Engineers in Management working on making Trail King trailers the most cutting-edge manufacturer in the industry. We utilize advanced computer analysis and road simulators to design our trailers efficiently. Our engineering group verifies computer results using strain gauge testing on live trailers so that we are confident in our designs' real-world performance. Our experience in custom trailers and pioneering designs within the industry is unrivaled.	*
42	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.	Trail King Industries is always looking to discover new ways of decreasing our carbon footprint. We recycle as much material as possible this includes (wood, paper, cardboard, aluminum, steel, and plastic). We also recycle different products during our manufacturing process. This would include all the different kinds of blast media used to clean trailers before paint, all aluminum and steel dust created from our burn tables, and all types of metal consumables. Trail King also puts a lot of effort into creating an energy efficient manufacturing environment. Our facilities have been upgraded to utilize LED and High Efficiency lighting. All pumps used for our paint process have been upgraded to high efficiency models. Our primary wash bay was upgraded to 100% water recycling systems to reduce chemical use, water consumption, and wastewater outflow. Special high speed overhead doors have been installed to reduce heat loss during the cold winter months. Recently Trail King, changed the paint product we use on all trailers to a zinc-rich primer with paint on top to reduce corrosion and increase product durability. Trail King Industries has invested heavily into the wind energy market since the beginning. We developed the original wind turbine trailer over 19 years ago and have been at the forefront of design for that particular product ever since. Our trailers have been essential to the industry in constructing wind tower projects across the country by hauling nacelle, tower sections, and blades.	*
43	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.	Not applicable	*
44	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.	When appropriate Trail King Industries utilizes strategic partnerships for sourcing, services, and sales in order to meet Supplier Diversity Plans, Small Business Subcontracting Plans, and key Socio-Economic/Small Business procurement objectives. Trail King Industries aggressively seeks out all small business concerns. These include veteran-owned, service-disabled veteran-owned, HUBZone, small disadvantaged, women-owned, and Native American owned. We continue to strive to discover these types of entities. Our current supplier network includes 155 Small Businesses, 1 Veteran Owned Business, 1 Small Disadvantaged Business, 10 Women Owned Businesses, and 1 HUBZone Business.	*

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Trail King Industries prides itself on being the number one CUSTOM trailer manufacturer in the world.</p> <p>Our quality objectives are stated throughout every manufacturing facility because every employee contributes to them.</p> <ul style="list-style-type: none">• Provide the BEST Customer Experience: Seek out information and communicate with customers to consistently meet or exceed their expectations.• Attain excellence in Quality Management: Focus on continuous improvement.• Inspire individual ownership of Quality: Promote and encourage personal ownership and pride in everything we do. <p>Trail King Industries has built a reputation for quality, reliability and performance that is unsurpassed. Our team has decades of experience working closely with customers to customize a product for their needs. Our track record as the leader in specialized hauling provides a level of trust to execute on custom projects that perform. What's more, customers are offered engineering support beyond the sale, providing guidance, and even designing additional components to expand the current system or accommodate future projects.</p> <p>From humble beginnings, to who we are today -- Trail King has always kept one thing a priority, our customers' success. We don't just sell trailers. We provide hauling solutions.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Trail King Industries' warranty encompasses all trailer models as well as parts and labor for all warranted items. All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' Equipment will be assigned, if contractually permitted, to the purchaser. The warranty excludes such parts or accessories which are not defective but may wear out and have to be replaced during the warranty period, including, but not limited to, light bulbs, paint, brake lining, brake drums, wood pieces and equipment that has been repaired, replaced, or altered by someone other than Trail King Industries or one of its authorized dealers. See attached: Warranty Authorization Form - Trail King Warranty Procedure Form - Trail King Limited Warranty - Trail King
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Trail King Industries' warranty terms do not impose usage restrictions, other than term limits, provided that the equipment is operated by the purchaser in accordance with the practices approved by Trail King Industries with loads not exceeding the manufacturer's rated capacities and with loads that are not abrasive or corrosive in nature.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Trail King Industries utilizes its dealer network to perform service work on most warranty issues. We require the purchaser to bring the trailer in question to one of our authorized dealer locations or they can take it to the facility of their choice if approved by Trail King. If necessary, Trail King will make arrangements to bring the unit to one of our factory locations or have our service truck visit the customer location.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	In the event that Trail King Industries cannot provide a certified technician, we will seek out preferred repair facilities that are close to the customer. Some individuals have relationships with repair facilities and would prefer to use them. Trail King's goal is to achieve the most time efficient way to repair any issues.
50	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?	All warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' equipment will be assigned, if contractually permitted, to the purchaser.
51	What are your proposed exchange and return programs and policies?	The quoting and order management processes used by Trail King are very detailed and designed to alleviate any need for return. We have an expert sales and support staff with deep technical and application knowledge. They work with customers all the way through the process to make sure they receive the exact product needed. However, if something unforeseen were to occur which required this level of attention, Trail King would work with the customer to make sure it was resolved satisfactorily.
52	Describe any service contract options for the items included in your proposal.	Trail King Industries does not offer any service contract options.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Trail King Industries offers standard Net 30 terms with a 1% discount if paid within 10 days.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	TRAIL KING FINANCE offers a full suite of financing structures, including loans, finance leases, TRAC & Municipal leases, making it easier than ever to own a Trail King trailer. 100% equipment financing on most deals. Approval of transactions up to \$500,000 with just a completed credit application. Credit decisions usually within 24 hours. Approval on a wide range of credits, from owner-operators to large companies, Governmental to Municipalities. Competitive rates are comparable with national leasing and financing companies. There is a minimum financing amount of \$10,000 with no upper limit.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Trail King Industries starts the order process with providing a trailer quotation to authorize Sourcewell members. Once the order is placed, we send out an acknowledgment for the customer to verify that pricing and specifications are correct. See attached: Trail King – Quote Sample Trail King – Acknowledgment Sample Trail King – Invoice Sample	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Trail King Industries fully accepts the P-card procurement and payment process with an additional 3% fee.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	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.	Trail King Industries publishes its pricing through a number of model-specific price pages. The price pages are structured to price for the base model encompassing all the standard equipment on the first line. Subsequently, there are a number of categories listed under the base model pricing containing options and additions. At this time there are no special line-item or product-category discounts. All pricing for this proposal is based on a single, standard discount rate off list price, as described below. If customers decide to make changes later in the order process, a change order fee of \$150-\$300 will be imposed dependent on the change and availability of parts and supplies. See attached: Price Pages – Trail King	*
58	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.	Trail King Industries is offering a 15% discount from our published list pricing. Throughout the term of the contract, Trail King Industries may offer additional discount incentives pertinent to manufacturing pressure, discount programs, and market share opportunities.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Trail King Industries will offer an additional 2% discount on orders of five or more trailers. The discount is only applied when the purchaser orders five like-model trailers subject to a simultaneous manufacturing run. Throughout the term of the contract, Trail King Industries may offer additional discount incentives pertinent to manufacturing pressure, discount programs, and market share opportunities.	*

60	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.	Any sourced products outside of our current catalog would be added with a unique option number. Each such number would supplement the base model and contract items being quoted. This would all be accomplished with our standard quote template document and afford every Sourcewell member the opportunity to customize their equipment as desired. The flat rate discount discussed above in this RFP would then apply. Trail King Industries has a professional sourcing department that can efficiently find any trailer component needed at a competitive rate.	*
61	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.	Trailer inspection and set-up is normally handled by one of Trail King Industries dealer representatives. This is handled on an hourly rate of \$180.00 per hour and is payable directly to the dealer representative. Additional total cost of acquisition may include items such as dealer installation of parts and accessories, inspections, environmental disposal costs, material surcharges, freight forwarding costs, air freight costs. Freight charges are dependent on the trailer type and delivery location.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Trail King Industries' Logistic Department has a variety of options available. Most of our Material Hauling trailers (Side Dump, Bottom Dump and Construction Live Bottom) are tall and require us to hire a tractor and pull the unit to the proper destination. A cost is obtained from a carrier specializing in this form of transportation. This method is sometimes requested by the customer on other trailer models as well. We can also load a customer's unit on top of a trailer with other units that have a delivery destination similar to the Sourcewell Member. Trail King Industries has established freight zones maps and rate schedules that correspond to the location of where the unit is manufactured. The Sourcewell Member is always welcome to call Trail King Industries and discuss the method that works best for their situation or make their own shipping arrangements. Currently, freight charges are very volatile and may change between order and time of completion. See attached: Freight Zone Map - Trail King	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We contract delivery to these locations using the best rates available. Our logistics department has extensive knowledge in shipping trailers all across the globe. Typically, we will ship to the local dealer who can then pass freight costs through to the Sourcewell Member.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Trail King Industries' Logistic Department will work with every customer to provide the best delivery option available. With numerous resources and a high volume of trailers shipped daily, all member agencies can be assured to receive their trailers in the most advantageous manner. Our logistics department has extensive knowledge and experience shipping trailers all across the globe and can help determine the best option for each customer.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	<p>Pricing offered in response to this Sourcewell RFP is the most aggressive pricing in the country for GPOs, cooperative procurement organizations, state purchasing departments, municipalities, universities, or school districts. Because of the ceiling-based pricing, our discount structure offered will allow for best value, better flexibility, better volume discounts considerations, hot list pricing, market conditions, manufacturing pressures, and positioned to provide more competitive discounts as needed to accommodate budgets or customer situations.</p> <p>See attached: Trail King price pages</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	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 participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to provide the name of the purchasing entity and any affiliations they have before an order is accepted by Trail King Industries. Trail King's District Sales Managers along with our Dealer Sales Representatives that prepare quotes for our customers, go thru training on the Sourcewell quote process and requirement obligations. This includes verifying customer eligibility and flagging each opportunity that qualifies on the quote provided to Sourcewell customer. All pricing is manually verified upon order placement and again at time of invoice to identify any potential discrepancies. All orders received by Trail King are coded by customer type. In the case of this contract, all orders will be coded as government and then verified again against the Sourcewell membership list. We run quarterly reports for orders invoiced and flagged as government and compare the customers on this list with members listed on Sourcewell's website. Internally we run reports every month and identify any discrepancies before it is time to report our quarterly numbers and pay administrative fee to Sourcewell. The reporting and auditing process is administered by Trail King Industries corporate
67	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.	If awarded a new contract, some of the internal metrics that Trail King Industries will track to measure success are: 1) New members using our Sourcewell contract. 2) Number and ratio of formal bids that are being requested by our Sourcewell eligible customers, along with the number of orders placed. 3) Market share, Industry specific data. 4) Customer demographics: (ex. City, county, municipality, k-12, university, state agency) and location. 5) Sales revenue growth, along with continued training for 100% of District Sales Managers on benefits and use of contract.
68	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.)	Trail King Industries proposes an administrative fee structure of no more than 2%. This proposed discount will allow Trail King to offer additional incentives to Sourcewell members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunity.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Trail King Industries is offering a full line of trailer models covering the commercial, construction, agricultural, and material hauling markets. We are also offering a number of value-added services such as financing, refurbishment, and aftermarket parts.</p> <p>Trail King Industries is an original equipment manufacturer of trailers. We manufacture a complete line of trailers ranging in load capacities from 12,000 to 1,000,000 pounds serving a wide variety of applications and markets. We will work with every Sourcewell member to provide a trailer solution that best fits their hauling needs. An overview of our trailer lines is listed below:</p> <p>A full line of Open Deck trailers including: Hydraulic (Construction and Commercial) Detachable Gooseneck Trailers, Folding Gooseneck Trailers, Container Chassis Trailers, Mechanical Detachable Gooseneck Trailers, Jeeps, Joe Dogs, Flip Axles, Pin on Axles, Hydraulic & Air Boosters, Multi-Axle Hydraulic Detachable Gooseneck Trailers, Multi-Axle Mechanical Detachable Gooseneck Trailers, Hydraulic Detachable Extendable Trailers, Mechanical Detachable Extendable Trailers, Full Width Decks and Deck Extensions, Rail Deck and Rail Deck Extensions, Aluminum-Steel Combo Step Deck Trailers, Hydraulic Sliding Axle Trailers, Hydraulic Tail Trailers, Hydraulic Sliding Tail Trailers, Rollback Trailers, Tag Trailers, Tilt Trailers, Utility Trailers, and Tilt Utility Trailers.</p> <p>A full line of Material Hauling trailers including: Bottom Dump Trailers (both regular and ultra-light models), Steel Side Dump Trailers, Live Bottom Trailers (both regular and heavy duty models), Eight Axle Heavy Duty Live Bottom Trailer and Converter Dollies.</p> <p>Agricultural trailers including: Mechanical Detachable Trailers and Hydraulic Detachable Trailers.</p> <p>Trail King Industries also provides a number of value-added services including the following:</p> <p>Trail King Industries' Finance department offers a full suite of financing options including loans, finance leases, TRAC leases and Municipal lease. Transactions up to \$500,000 can be approved with just a completed application and approval occurs within 24-48 hours. Up to 100% financing of the equipment (including FET) is available under both loan and lease options.</p> <p>Trail King Industries' Service department offers service and refurbishment programs designed for Trail King trailer owners to extend the useful life of their equipment. The program includes a comprehensive assessment of the trailer and a free estimate for service or refurbishment. Customers can tailor this program to meet their desired outcome. All work is performed at our Factory Service Center in Mitchell South Dakota.</p> <p>Trail King Industries' Parts department includes access to a vast number of in stock parts complete with an online database and ordering system. Our online parts database includes parts lookup by number, description, or VIN and offers competitive pricing and direct shipment for our dealers. Customers are able to lookup their trailer by VIN number to see a list of parts and drawings specific to their trailer.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Trail King Finance – Offering Loan and lease options</p> <p>Trail King Refurb/Service – Extend the useful like of your equipment by bringing back to like new condition.</p> <p>Trail King Parts – Immediate parts availability with 24/7 online access</p>

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

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Semi, utility, dump, lowboys, tags, hydraulic lift, flatbeds, deck overs, drop-deck tilt, rollbacks, slide axle, tanker, gooseneck, car haulers, stock, cargo, sport, walking floor, roll-off, storage, construction job, and refrigerated	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>With the exception of the following statement.</p> <p>Trail King Industries does not currently offer tanker, livestock, enclosed cargo, walking floor, storage, construction job or refrigerated trailers</p>
72	Mobile offices and concessions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Trail King Industries does not currently offer any of these products.
73	Mobile command stations and incident response	<input type="radio"/> Yes <input checked="" type="radio"/> No	Trail King Industries does not currently offer any of these products.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell 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 Sourcewell and will not automatically be included in the contract.

[illegible]

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Trail King price pages 092122.xlsx - Monday September 26, 2022 08:28:31
 - [Financial Strength and Stability](#) - Financial Strength - D&B, Experian, JP Morgan (Trail King) 092622.zip - Monday September 26, 2022 08:37:17
 - [Marketing Plan/Samples](#) - Marketiing - Literature, Dealer Flyer, Finance, Parts & Refurb - Trail King.zip - Tuesday September 27, 2022 14:42:20
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty - Warranty, Procedure, Authorization - Trail King.zip - Monday September 26, 2022 09:12:33
 - [Standard Transaction Document Samples](#) - Standard Transaction - Acknowledgement, Invoice & Quote Sample -Trail King.zip - Monday September 26, 2022 15:37:45
 - [Upload Additional Document](#) - Additional Documents -Trail King.zip - Wednesday September 28, 2022 07:55:20

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Trailers Wed September 21 2022 04:26 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Trailers Tue September 20 2022 08:40 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Trailers Mon September 19 2022 12:24 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Trailers Wed September 14 2022 03:50 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Trailers Tue September 13 2022 07:51 AM	<input checked="" type="checkbox"/>	1



Commission Meeting Date: November 7, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Final Pay: Southwest Side Water Main Replacement Phase 3, O.F. 1432.4

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff T. Gaub, Public Works Director

Action Requested: Consider and Approve Final Pay Request

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Final Payment for the Southwest Side Water Main Replacement Phase 3 project, in the amount of \$76,145.78 to Geranios Enterprises Inc. and \$769.15 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

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

Staff Recommendation:

Approve the Final Payment of \$76,145.78 to Geranios Enterprises Inc. and \$769.15 to the State Miscellaneous Tax Fund.

Summary:

The project consisted of replacing approximately 3,630 lineal feet of water mains on the southwest side of town. Three bids were received and opened on May 25, 2022. The bids ranged from \$1,642,063.50 to \$1,811,900.00. The lowest responsive bid for this project was \$1,642,063.50 submitted by Geranios Enterprises, Inc. The City Commission awarded the contract to Geranios Enterprises on June 7, 2022.

Background:

This project was necessary to replace water mains that were under sized and had been failing with increasing frequency, causing damage to property and roadways, while disrupting water service to local residents and businesses. The water main breaks are primarily due to corrosive soils, age, and the type of pipe material used. The water mains were installed in 1892, 1913, and 1956.

Workload Impacts:

City Engineering Staff completed the project design and performed construction inspection and contract administration duties.

Project Work Scope:

This project replaced approximately 3,630 lineal feet of water mains including 6-inch, 8-inch, and 12-inch mains; six fire hydrants; 94 water service connections; 4,300 square yards of gravel; and 4,300 square yards of asphalt pavement.

Project locations included;

- 2nd Avenue Southwest from 7th Street to 9th Street.
- 3rd Avenue Southwest from 6th Street to 9th Street.
- 10th Street from Central Avenue West to 3rd Avenue Southwest.
- 2nd Avenue Southwest from 10th Street to 11th Street

Final Payment:

The final project cost is \$1,585,798.42 which is less than the original award of 1,642,063.50. The \$56,265.08 decrease in project cost is mostly due to planned quantities being less than actual quantities.

Conclusion:

City Staff recommends making the Final Payment of \$76,145.78 to Geranios Enterprises Inc. and \$769.15 to the State Miscellaneous Tax Fund. City staff verified that Geranios Enterprises Inc. has completed all work and punch list items in accordance with the plans and the contract. The two year warranty period started on August 31, 2023.

Fiscal Impact: This project has been programmed and prioritized as a needed capital improvement and is being funded through the Water Utility Enterprise Fund.

Alternatives: The City Commission could vote to deny Final Payment.

Attachments/Exhibits:

OF 1432.4 Final Pay Documents

OF 1432.4 Vicinity Map

OF 1432.4 Photo No. 1

OF 1432.4 Photo No. 2

PROJECT FUNDING/EXPENDITURE SUMMARY

SOUTHWEST SIDE WATER MAIN REPLACEMENT - PHASE 3

PREPARED BY THE CITY ENGINEERS OFFICE: MP

Final Pay

O. F. 1432.4

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE											CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11 FINAL			
CONTRACTOR: Geranios Enterprises, Inc.	Water Department	\$135,450.77	\$85,530.48	\$224,995.58	\$125,664.20	\$28,818.34	\$286,834.72	\$117,968.12	\$270,285.94	\$209,477.85	\$8,768.66	\$76,145.78	\$1,625,442.87	\$1,569,940.44	\$55,702.43
	5210556.493100		\$85,530.48	\$224,995.58	\$125,664.20	\$28,818.34	\$286,834.72	\$117,968.12	\$270,285.94	\$209,477.85	\$8,768.66	\$76,145.78	\$1,625,442.87	\$1,569,940.44	\$55,702.43
	TOTAL	\$135,450.77													
	INVOICE DATE	2-Sep-22	29-Sep-22	2-Dec-22	2-Dec-22	4-May-23	9-Jun-23	5-Jul-23	8-Aug-23	27-Sep-23	3-Oct-23	28-Oct-23			
MT. DEPT. OF REV. (Geranios Enterprises, Inc.) 1%	FUND	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11 FINAL			
	Water Department	\$1,368.19	\$863.94	\$2,272.68	\$1,269.34	\$288.18	\$2,897.32	\$1,194.51	\$2,730.16	\$2,115.94	\$88.57	\$769.15	\$16,420.64	\$15,857.98	\$562.66
	5210556.493100		\$863.94	\$2,272.68	\$1,269.34	\$288.18	\$2,897.32	\$1,194.51	\$2,730.16	\$2,115.94	\$88.57	\$769.15	\$16,420.64	\$15,857.98	\$562.66
	TOTAL	\$1,368.19													
	INVOICE DATE	2-Sep-22	29-Sep-22	2-Dec-22	2-Dec-22	4-May-23	9-Jun-23	5-Jul-23	8-Aug-23	27-Sep-23	3-Oct-23	28-Oct-23			
MISCELLANEOUS	Water Department	\$1,739.00	\$155.60												
	TOTAL	\$1,739.00	\$155.60												
	INVOICE DATE	4-Apr-22	6-May-22												
	VENDOR	DEC	Tribune												
TOTALS													\$1,655,000.00	\$1,587,693.02	\$67,306.98

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW 362206	5210556.493100	Water Dept - Construction	\$1,642,063.50	\$1,586,798.42	\$55,265.08
	5210556.493100	Miscellaneous	\$12,936.50	\$1,094.60	\$11,041.90
TOTALS			\$1,655,000.00	\$1,587,693.02	\$67,306.98

Project Bid Amount = \$1,642,063.50

APPLICATION FOR PAYMENT NO. ELEVEN (FINAL)

To: City of Great Falls (OWNER)
 From: Geranios Enterprises, Inc. (CONTRACTOR)
 Contract: Southwest Side Water Main Replacement – Phase III, O. F. 1432.4
 Project: Water Main Replacement
 OWNER's Contract No. O.F. 1432.4 ENGINEER's Project No. PW352206
 For Work accomplished through the date of: October 5, 2023

1.	Original Contract Price:	\$ <u>1,642,063.50</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$ <u>1,642,030.50</u>
4.	Total completed <u>\$1,585,798.42</u> and stored <u>\$0.00</u> to date:	\$ <u>1,585,798.42</u>
5.	Retainage (per Agreement):	
	<u>0</u> % of Completed Work: \$ <u>0.00</u>	
	<u>0</u> % of stored material: \$ <u>0.00</u>	
	Total Retainage:	\$ <u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>1,585,798.42</u>
7.	Less previous Applications for Payments:	\$ <u>1,508,883.49</u>
8.	Gross Amount Due this application: (6 minus 7):	\$ <u>76,914.93</u>
9.	Less 1% State Gross Receipts Tax:	\$ <u>769.15</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$ <u>76,145.78</u>

Accompanying Documentation:

CONTRACTOR's Certification:

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

Dated 10/5/23

Geranios Enterprises, Inc.

CONTRACTOR

By: Andrews Geranios

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 10/05/2023

City of Great Falls

ENGINEER

By: Matthew Proud

EJCDC No. 1910-8-E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. Modified by the City of Great Falls to add items 9 and 10.

PROJECT FUNDING/EXPENDITURE SUMMARY

SOUTHWEST SIDE WATER MAIN REPLACEMENT - PHASE 3

PREPARED BY THE CITY ENGINEERS OFFICE: MP

Final Pay

O. F. 1432.4

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE											CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11 FINAL			
CONTRACTOR: Geranios Enterprises, Inc.	Water Department 5210556.493100	\$135,450.77	\$85,530.48	\$224,995.58	\$125,664.20	\$28,818.34	\$286,834.72	\$117,968.12	\$270,285.94	\$209,477.85	\$8,768.66	\$76,145.78	\$1,625,642.87	\$1,569,940.44	\$55,702.43
	TOTAL	\$135,450.77	\$85,530.48	\$224,995.58	\$125,664.20	\$28,818.34	\$286,834.72	\$117,968.12	\$270,285.94	\$209,477.85	\$8,768.66	\$76,145.78	\$1,625,642.87	\$1,569,940.44	\$55,702.43
	INVOICE DATE	2-Sep-22	29-Sep-22	2-Dec-22	2-Dec-22	4-May-23	9-Jun-23	5-Jul-23	8-Aug-23	27-Sep-23	3-Oct-23	27-Oct-23			
	FUND	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11 FINAL			
MT. DEPT. OF REV. (Geranios Enterprises, Inc.) 1%	Water Department 5210556.493100	\$1,368.19	\$863.94	\$2,272.68	\$1,289.34	\$288.18	\$2,897.32	\$1,194.51	\$2,730.16	\$2,115.94	\$88.57	\$769.15	\$16,420.64	\$15,857.98	\$562.66
	TOTAL	\$1,368.19	\$863.94	\$2,272.68	\$1,289.34	\$288.18	\$2,897.32	\$1,194.51	\$2,730.16	\$2,115.94	\$88.57	\$769.15	\$16,420.64	\$15,857.98	\$562.66
	INVOICE DATE	2-Sep-22	29-Sep-22	2-Dec-22	2-Dec-22	4-May-23	9-Jun-23	5-Jul-23	8-Aug-23	27-Sep-23	3-Oct-23	27-Oct-23			
	FUND	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11 FINAL			
MISCELLANEOUS	Water Department	\$1,739.00	\$155.60												
	TOTAL	\$1,739.00	\$155.60												
	INVOICE DATE	4-Apr-22	6-May-22												
	VENDOR	DEQ	Tribune												
TOTALS													\$1,655,000.00	\$1,587,693.02	\$67,306.98

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
FW 352205	5210556.493100	Water Dept - Construction	\$1,642,083.50	\$1,565,795.42	\$76,288.08
	5210556.493100	Miscellaneous	\$12,936.50	\$1,894.60	\$11,041.90
TOTALS			\$1,655,000.00	\$1,587,693.02	\$67,306.98

Project Bid Amount = \$1,642,083.50

APPLICATION FOR PAYMENT NO. ELEVEN (FINAL)

To: City of Great Falls (OWNER)
 From: Geranios Enterprises, Inc. (CONTRACTOR)
 Contract: Southwest Side Water Main Replacement – Phase III, O. F. 1432.4
 Project: Water Main Replacement
 OWNER's Contract No. O.F. 1432.4 ENGINEER's Project No. PW352206
 For Work accomplished through the date of: October 5, 2023

1.	Original Contract Price:	\$ <u>1,642,063.50</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$ <u>1,642,030.50</u>
4.	Total completed <u>\$1,585,798.42</u> and stored <u>\$0.00</u> to date:	\$ <u>1,585,798.42</u>
5.	Retainage (per Agreement):	
	<u>0</u> % of Completed Work: <u>\$ 0.00</u>	
	<u>0</u> % of stored material: <u>\$ 0.00</u>	
	Total Retainage:	\$ <u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>1,585,798.42</u>
7.	Less previous Applications for Payments:	\$ <u>1,508,883.49</u>
8.	Gross Amount Due this application: (6 minus 7):	\$ <u>76,914.93</u>
9.	Less 1% State Gross Receipts Tax:	\$ <u>769.15</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$ <u>76,145.78</u>

Accompanying Documentation:

CONTRACTOR's Certification:

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

Dated 10/5/23

Geranios Enterprises, Inc.

CONTRACTOR

By: Andrews Geranios

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 10/05/2023

City of Great Falls

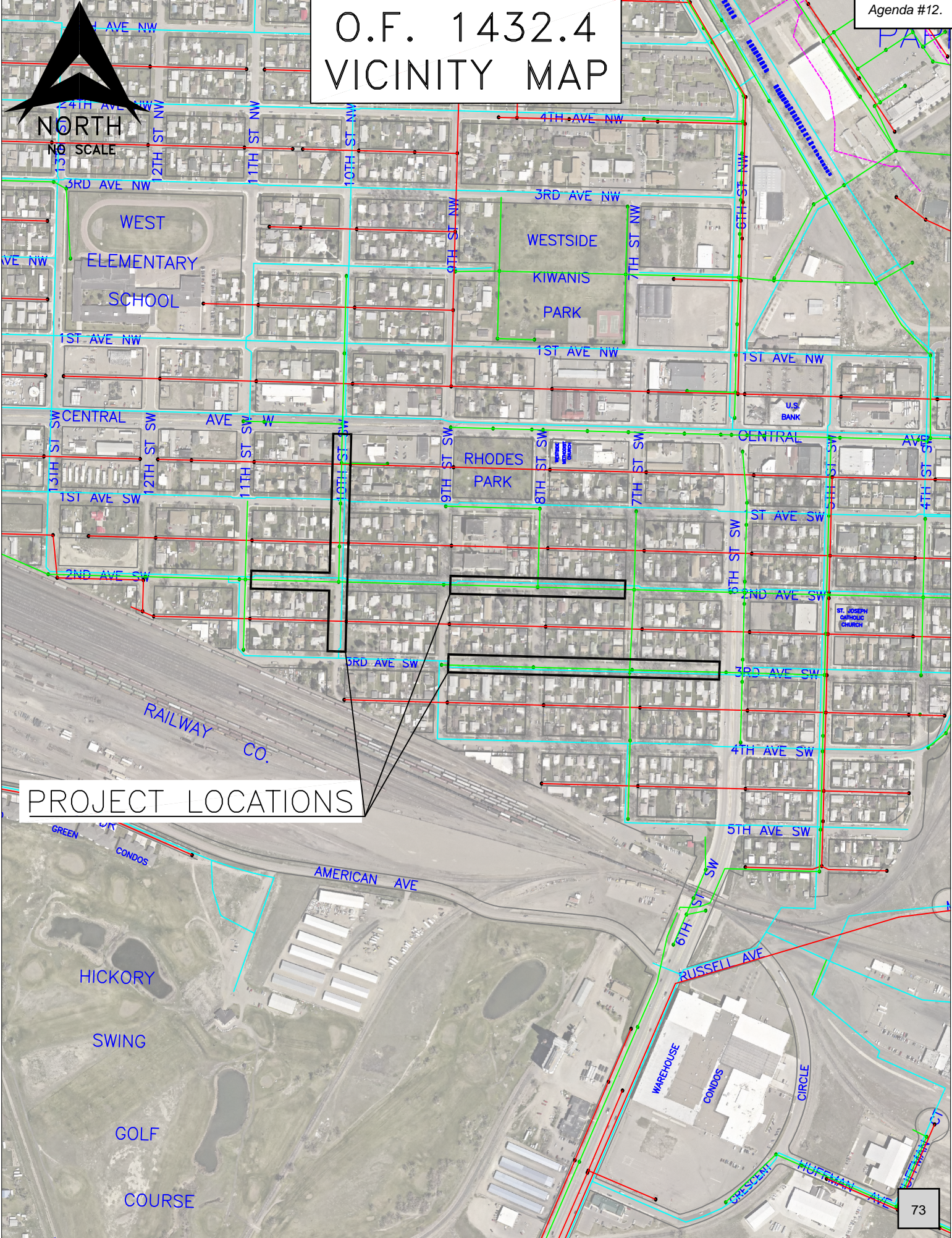
ENGINEER

By: Matthew Proud

EJCDC No. 1910-8-E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. Modified by the City of Great Falls to add items 9 and 10.

O.F. 1432.4 VICINITY MAP



PROJECT LOCATIONS



**SOUTHWEST SIDE WATER MAIN
REPLACEMENT PHASE 3**

PHOTO NO. 1

O.F. 1432.4

Date: 2023





Commission Meeting Date: November 7, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Extend a natural gas supply contract with Energy West Resources

From: Greg Doyon, City Manager

Initiated By: Contract with Energy West Resources expires October 31, 2023

Presented By: Greg Doyon, City Manager

Action Requested: Ratify natural gas supply contract with Energy West Resources

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (ratify/ not ratify) a natural gas supply contract with Energy West Resources for one year.”

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

Staff Recommendation: Staff recommends the City Commission approve an extension of the natural gas supply contract with Energy West Resources (Energy West) for one year.

Background: In November, 2017, the City of Great Falls (City) sought the services of a natural gas supply consultant and retained the services of Jim Morin. Jim Morin evaluated the current natural gas supply contract and determined that the most competitive approach would be to extend the city’s current contract with Energy West. The contract was entered into November 1, 2017. The first 2 years of the contract were at a fixed price full requirements at \$3.37/Mmbtu and the remaining three years of the contract at an Aeco 7A Index plus adder of \$0.682/Mmbtu with an option to fix that index in the future. In the last three years of the contract, the City entered into a fixed rate contract at \$2.70/Mmbtu. That contract expired October 31, 2022.

Jim Morin of PowerGas Corporation evaluated the City of Great Falls natural gas supply options in 2022. Because of the limited supply options in the natural gas supply market, the volatility of the gas pricing since the beginning of 2021, and the volume of supply the City needs, the City did not have the option of a fixed price full requirement option. In addition, there were limited term options.

Energy West forwarded a price offer to the City for either a one or two year term option at AECO C/NIT 7 (a), as published by the Canadian Gas Price Reporter, plus \$.65/Mmbtu. After review of the City’s options, Jim Morin recommended that the City extend the natural gas supply contract with Energy West for one year with an option to extend for a second year upon a 60-day notification. At their meeting on October 18, 2022, The City Commission approved the contract for one year through October 31, 2023.

In order to secure the same contract terms for an additional year, City manager Doyon signed the contract on October 18, 2023 and is now requesting the Commission ratify the action. This contract is effective November 1, 2023 through October 31, 2024. By extending the natural gas supply contract with Energy West, it will allow the City to negotiate future natural gas supply contracts. If the City does not enter into a natural gas supply contract, the City will default to NorthWestern Energy and lose any ability to negotiate any future natural gas supply contracts. It is estimated that being able to negotiate a natural gas contract has saved the City as much as \$55,000 a year.

Fiscal Impact: There will not be a significant fiscal impact as terms are remaining the same from previous year.

Alternatives: The City could reject the offer from Energy West. If the City does not enter into a natural gas supply contract with Energy West, the City will default to NorthWestern Energy and lose any ability to negotiate any future natural gas supply contracts.

Attachments/Exhibits: Energy West contract

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A



Date: October 16, 2023

Transaction Confirmation #: CofGF20231016

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated June 4, 2010. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER:

Energy West Resources, Inc.
P.O. Box 1526, #1 First Avenue South
Great Falls, MT 59403

Attn: Jennifer Myre

Phone: 406-791-7572

Fax: 406-791-7560

Base Contract No. _____

Transporter: _____

Transporter Contract Number: _____

BUYER:

City of Great Falls (to include Veolia Water)

P.O. Box 5021

Great Falls, MT 59403

Attn: Greg Doyon

Phone: 406-455-8450

Fax: 406-452-8048

Base Contract No. _____

Transporter: _____

Transporter Contract Number: _____

Contract Price: AECO C/NIT (7A), as published by the Canadian Gas Price Reporter, plus \$0.65/ MMBtu for all volumes delivered to the sales meters.

Delivery Period: Begin: November 1, 2023

End: October 31, 2024

Performance Obligation and Contract Quantity: (Select One)**Firm (Fixed Quantity):**

_____ MMBtus/day

☐ EFP**Firm (Variable Quantity):**

_____ MMBtus/day Minimum

_____ MMBtus/day Maximum

subject to Section 4.2. at election of

☒ Buyer or ☒ Seller**Interruptible:**

Up to _____ MMBtus/day

Delivery Point(s): Any firm receipt point into NorthWestern Energy System

(If a pooling point is used, list a specific geographic and pipeline location):

Special Conditions:

- ❖ Buyer is responsible for all regulated Tariff charges including customer service, transportation, and Distribution charges as regulated by Montana Public Service Commission.
- ❖ The charges will be based on the metered volumes.

Seller: Energy West Resources, Inc.

By: _____

Corey Medved

Title: Regional Controller

Date: _____

Buyer: City of Great Falls

By: _____

Greg Doyon

Title: City Manager

Date: 10.18.23



Commission Meeting Date: November 7, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Labor Agreement between the City of Great Falls and the International Association of Fire Fighters Local #8 (IAFF Local #8)

From: Gaye B. McInerney, Human Resources Director

Initiated By: Gaye B. McInerney, Human Resources Director

Presented By: Gaye B. McInerney, Human Resources Director

Action Requested: Ratification of the Proposed Collective Bargaining Agreement (CBA) with the International Association of Fire Fighters Local #8 (IAFF Local #8).

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the International Association of Fire Fighters Local #8 (IAFF Local #8).”

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 labor agreement between the City of Great Falls and the International Association of Fire Fighters Local #8 (IAFF Local #8), which consists of 64 sworn employees of Great Falls Fire Rescue (GFFR).

Summary:

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, and referencing applicable policies throughout the agreement.

The negotiating teams included the following individuals:

Representing the City:

Gaye McInerney, HR Director
Charles Anderson, Deputy City Manager
Melissa Kinzler, Finance Director
David Dennis, City Attorney
Jeremy Jones, Fire Chief

Representing the GFPPA:

Carter Marsh, President
Bruce Perry, Vice President
Bryan Painter, Secretary/Treasurer
Jay Jarrett, Representative
Robert Beall, Representative

Key items of change include:

The term of the Agreement is two years from July 1, 2023 through June 30, 2025.

Article 11 - Wages:

A confirmed fire fighter's annual base wages will increase under the term of the Agreement as follows:

- A 1 percent market adjustment + 5 percent COLA increase effective July 1, 2023 to \$60,861.
- A 5 percent COLA increase effective July 1, 2024 to \$63,898.
- A 1 percent COLA increase effective January 1, 2025 to \$64,542.

Article 12 – Shift Schedule:

Under the term of the Agreement, subsection 12.3 – Call Back and Court Appearances will increase from minimum guarantee 2 hours, to minimum guarantee 3 hours to be paid at 1 ½ times their regular hourly rate of pay.

Article 17 – Uniform Allowance:

Under the term of the Agreement the annual uniform allowance reimbursement will increase from \$650 per year to the following:

- \$850 per year first two years
- \$650 per year thereafter

Article 38 – Longevity:

Longevity pay will increase from \$7.16/pay period to \$7.72/pay period, to be added to the Firefighter base pay each of 26 pay periods.

Addendum 1:

Schedule A: 2,190 Hours for 24-hour shift employees

Rank	Rank % X's FF	# in Rank	July 1, 2023 5% COLA & 1% Mkt.Adj.	July 1, 2024 5% COLA	Jan. 1, 2025 1% COLA
Probationary Firefighter	0.95		\$26.47	\$27.79	\$28.07
Firefighter			\$27.87	\$29.26	\$29.56
Firefighter 1	1.05		\$29.26	\$30.72	\$31.03
Firefighter 2	1.10		\$30.66	\$32.19	\$32.51
Senior Firefighter*	1.15		\$32.04	\$33.64	\$33.98
Engineer**	1.20	16	\$33.44	\$35.11	\$35.46
Lieutenant	1.27	8	\$35.39	\$37.16	\$37.53
Captain	1.35	16	\$37.62	\$39.50	\$39.90
Battalion Chief	1.56	4	\$43.48	\$45.65	\$46.11

Schedule B: 2,080 Hours for day shift employees

Rank	Rank % X's FF	# in Rank	July 1, 2023 5% COLA & 1% Mkt.Adj.	July 1, 2024 5% COLA	Jan. 1, 2025 1% COLA
Probationary Firefighter	0.95		\$27.79	\$29.18	\$29.47
Firefighter			\$29.26	\$30.72	\$31.03
Firefighter 1	1.05		\$30.72	\$32.25	\$32.58
Firefighter 2	1.10		\$32.18	\$33.79	\$34.13
Senior Firefighter*	1.15		\$33.64	\$35.33	\$35.68
Engineer**	1.20	16	\$35.11	\$36.86	\$37.23
Lieutenant	1.27	8	\$37.16	\$39.01	\$39.40
Captain	1.35	16	\$39.50	\$41.47	\$41.89
Battalion Chief	1.56	4	\$45.64	\$47.92	\$48.40
Deputy Fire Marshal		3 Step 1 Step 2	\$27.24 \$27.78 \$28.33	\$28.60 \$29.17 \$29.75	\$28.89 \$29.46 \$30.05

Captain and Battalion Chief Rank Differential Percentage:

Increase the rank differential for a Captain from 1.34 percent to 1.35 percent, and Battalion Chief from 1.53 to 1.56 percent of Firefighter pay.

Certification Pay:

Under the terms of the Agreement Car seat Installation certification pay will be added to the list of certifications for which holders receive 1.5 percent of Firefighter base pay, to be added to the Firefighter base pay each of 26 pay periods.

Fiscal Impact:

The fiscal impact of the above changes is as follows:

- 1 percent market adjustment + 5 percent COLA increase with benefits effective 7/1/2023 = \$316,117
- 5 percent COLA increase with benefits effective 7/1/2024 = \$279,236
- 1 percent COLA increase with benefits effective 1/1/2025 = \$29,319
- Increase the minimum guarantee hours from 2 hours to 3 hours for callback and court appearance time = \$9,000
- Increase the uniform allowance for the first two years from \$650 to \$850 per year = \$2,000 (estimate using 10 new hires over the term of the Agreement)
- Addition of car seat certification = \$4,000
- Increase longevity pay from \$7.16/pay period to \$7.72/pay period = \$12,000
- Increase the rank differential for a Captain from 1.34 percent to 1.35 percent, and Battalion Chief from 1.53 to 1.56 percent of Firefighter pay = \$19,956

For a total fiscal impact under the terms of the Agreement = \$671,628

Alternatives:

City Commission may choose not to ratify the proposed labor agreement and direct the City Manager to reconvene and continue the collective bargaining process.

Concurrences:

The IAFF #8 members voted to ratify the contract language October 10, 2023.

Attachments/Exhibits:

Proposed International Association of Fire Fighters Local #8 (IAFF Local #8) Labor Agreement.

AGREEMENT

BETWEEN

**CITY OF GREAT FALLS,
MONTANA**

AND

**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
LOCAL #8**

JULY 1, 2023 – JUNE 30, 2025

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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.1 This AGREEMENT is entered into by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as “the CITY” and LOCAL #8, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as “the UNION.”
- 1.2 It is the purpose of this AGREEMENT to achieve and maintain harmonious relations between the CITY and the UNION, and to establish proper standards of wages, hours and other conditions of employment.
- 1.3 Whenever the male gender is used (i.e., he, him, his), the term shall apply equally to males and/or females.
- 1.4 Accruals, withholdings, benefits and deductions will be calculated on a 26 biweekly pay period basis, and if necessary, rounded up to the next hundredth decimal, after the payroll transition process has been completed.

ARTICLE 2 – RECOGNITION

- 2.1 The CITY recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all uniformed members beginning when assigned to a platoon, excluding the Fire Chief, Assistant Chief of Operations, Assistant Chief of Prevention, Community Risk Reduction Manager and Deputy Chiefs.
- 2.2 The initial probationary period is nine (9) months from date of hire for Probationary Firefighters. Appointments will be made after the successful completion of the probationary period. During a member’s probationary period, that member is an “at-will” employee and notwithstanding Article 24, may be discharged for any or no reason. Probationary members may not utilize the grievance procedure, in this AGREEMENT, for disciplinary or discharge actions by the CITY.

ARTICLE 3 – NON-DISCRIMINATION POLICY

- 3.1 Neither the CITY nor the UNION shall discriminate against any employee covered by this Agreement on the basis of race, creed, color, national origin, sex, age, religion, marital status, disability, or any other category protected by law.

ARTICLE 4 – UNION MEMBERSHIP

- 4.1 No employee shall be required to become a member of the UNION as a condition of employment.

- 4.2 The CITY agrees to grant exclusive rights of union dues deduction to the UNION and will deduct union membership dues from the pay of those employees who individually request in writing that such deductions be made.

The amount to be deducted shall be certified to the employee by the UNION. The CITY shall remit the monthly aggregate deduction, together with a list of employees, to the UNION's secretary-treasurer by the end of the calendar month following the month for which deductions are made.

- 4.3 This only applies to members promoting out of the UNION. GFFR personnel that promote out of the UNION into a GFFR Management position, may return to the position held at the time of promotion within the first 60 days. The vacancy created from this promotion will not be filled until the 60 day grace period has ended. An employee may return to the position that he held at the time of the position under promotion, if each of the following conditions are met:

A. A position must be available due to a resignation, retirement, promotion, disability, etc.

B. No new positions, demotions, or layoffs will be created to accommodate a person coming back to his previous rank.

1. The ability to request to come back to the UNION only applies to an individual that promoted out of the UNION to a GFFR Management position.

C. Time in grade starts when he returns to the previous position.

D. Previous time in the GFFR rank and Management position DOES NOT count for future promotions within the Department.

E. The probationary period after returning to the previous position held shall be consistent with Department policy of six (6) months.

- 4.4 After one (1) year in a GFFR promoted position(s), individuals may return to a Senior Firefighter if each of the following conditions:

A. A position must be available due to a resignation, retirement, promotion, disability, etc.

B. No demotions or layoffs will be created to accommodate a person coming back to a Senior Fire Fighter.

1. The ability to request to come back to the bargaining unit only applies to an individual that promoted out of the UNION to a GFFR Management position.

C. The returning employee WILL NOT return to the rank he/she previously held within the GFFR. To qualify for future positions, the employee:

1. May test to be a driver/operator if his/her time on the Department meets the qualifications set forth in Senior Fire Fighter Promotional Policy.
2. May test to be Engineer once he/she meets the Engineer requirements set forth in career advancement policy.
3. Acknowledges previous time in the GFFR rank and management position DOES NOT count for future promotions within the Department.

D. The probationary period of any promotion achieved after returning to any position shall be consistent with Department policy of six (6) months.

4.5 Subject to Management's Rights under Article 6, GFFR personnel must petition the CITY to be able to return to the position that they held at the time of promotion.

4.6 As a consequent of the decision of Janus v. AFSCME, Council 31 et al. (dated June 27th, 2018), the CITY and the UNION have agreed to remove prior provisions pertaining to payment of UNION fees by non-members; and the CITY and the UNION agree that UNION fees may no longer be deducted from non-members' pay. The CITY and the UNION agree further that in the event there are changes in the law that permit the collection of fees or other financial support from non-members of the UNION through payroll deduction, the CITY and the UNION shall enter into good faith negotiations to address and permit the collection of such fees and/or financial support through payroll deductions, as allowed by applicable law.

ARTICLE 5 – UNION BUSINESS

5.1 It is understood the UNION shall have the right to use Business Agents, Shop Committees, or Stewards, as representatives, to address grievances

as they arise or for any other matters which affect or may affect the relationship between the CITY and the UNION. The CITY agrees that local Business Agents for the UNION shall be given access, with permission granted by the CITY, to members of the UNION at the places of business of the CITY during hours of operations, for the purpose of ascertaining whether the terms of this AGREEMENT are being observed, and any other matters which affect or may affect, the relationship between the CITY and the UNION as long as such access does not unreasonably interfere with City operations or result in additional overtime.

- 5.2 The UNION will notify the CITY in writing what representatives (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of the AGREEMENT or in any other matters which affect or may affect hours, working conditions, wages, and the relationship between the CITY and the UNION.
- 5.3 When staffing levels are above minimum, the CITY will allow employees on the UNION'S negotiating team to participate in contract negotiations during their regularly scheduled shift. Employees assigned to a higher rank than Fire Fighter due to a member's participation in contract negotiations while on duty will not receive acting pay.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.1 In addition to State law, the CITY retains the full and unrestricted right to operate and manage all manpower, facilities, methods and equipment; to establish functions and programs, make and enforce all rules and regulations; to plan and set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structures; to select, direct, assign, control and determine methods, means, and organization; to establish work schedules, assign overtime, discharge for cause and to perform any inherent managerial functions. The foregoing enumerations of the CITY management's rights shall not be deemed to exclude other functions not specifically set forth. The CITY, therefore, retains all rights not otherwise specifically covered by this AGREEMENT, except those provided to the employees by Montana State Collective Bargaining Act, MCA 39-31.

ARTICLE 7 – RULES AND REGULATIONS

- 7.1 The UNION agrees that its members shall comply in full with GFFR Administrative Regulations and Standard Operating Guidelines, including those related to conduct and work performance and the City of Great Falls Personnel Policy Manual.

- 7.2 The CITY encourages input from all CITY employees in order to improve its operations; therefore, members of the UNION (through their Executive Board) are invited to make suggestions for improvements including changes in proposed rules and regulations. Proposed rules and regulations will be provided for review prior to implementation.

ARTICLE 8 – UNION ACTIVITY

- 8.1 All proper UNION activities shall be protected. The parties recognize that the GFFR employees have and may exercise all rights guaranteed by the Constitution and laws of the State of Montana and the Constitution and laws of the United States of America.

ARTICLE 9 – BULLETIN BOARDS

- 9.1 The CITY shall approve placing of postings on electronic or bulletin boards located in the respective Fire Stations, for the UNION'S posting of notices concerning UNION business and activities. The CITY will provide its notices to the UNION and members using electronic means.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.1 A grievance is defined as a dispute, or difference in interpretation between an employee, or the UNION, and the CITY involving wages, hours, or working conditions. No grievance shall be considered or processed unless it is submitted within twenty (20) business days (defined as Monday through Friday, excluding holidays) of first occurrence or first knowledge of the event leading to the grievance. Grievances or disputes which may arise, including the interpretation of the AGREEMENT, shall be settled in the following manner:

STEP 1: A. The immediate supervisor and/or Battalion Chief will investigate, attempt to resolve, and provide written decision regarding any grievances that arise on their platoon. A written decision from the immediate supervisor and/or Battalion Chief will be submitted to both the grievant and the Fire Chief within ten (10) business days from the Battalion Chief's receipt of the grievance.

B. The CITY shall present claims or grievances it receives in writing to the UNION.

STEP 2: A. If the employee is not satisfied with the immediate supervisor or Battalion Chief's decision, within ten (10) business days of the decision, he may reduce the grievance to writing and

submit it to the UNION for evaluation. The written grievance shall contain the following information:

1. The nature of the grievance and the facts on which it is based;
2. The provisions of the AGREEMENT allegedly violated; and
3. The remedy requested.

STEP 3: If in the UNION's opinion a grievance exists, the UNION (with or without the presence of the aggrieved employee) shall present the written grievance to the Fire Chief within ten (10) business days of the employee's grievance in STEP 2. The Fire Chief then has ten (10) business days to investigate and respond to the UNION in writing.

STEP 4: After the date of the Fire Chief's response, the UNION may request in writing a meeting to present the grievance to the City Manager. This meeting request must be made within five (5) business days after the response from the Fire Chief. This meeting will be conducted within fifteen (15) business days of receipt of the request.

A. This meeting shall consist of the:

1. Fire Chief or his/her designee;
2. Grievant and UNION representative; and
3. City Manager or his/her designee.

The City Manager will render his decision within ten (10) business days after the meeting.

STEP 5: Within ten (10) business days after the City Manager's decision, in STEP 4, if the grievance has not been settled, it may be submitted to final and binding arbitration for adjustment as follows:

A. The party grieving shall notify the other party and the Montana Board of Personnel Appeals that the grievance will be submitted to arbitration. Each party shall alternately strike one (1) name from a list of five (5) names submitted to them by the Montana Board of Personnel Appeals. The charging party will strike from the list first. By mutual consent another process can be utilized.

B. Any grievance involving a monetary issue, including those related to hours and working conditions, which could have

an apparent economic effect or impact less than five thousand dollars (\$5,000) per grievance shall be subject to final and binding arbitration. Any monetary issue, as defined in the previous sentence, in excess of five thousand dollars (\$5,000) per grievance may be subject to final and binding arbitration only if mutually agreed upon.

C. If the CITY and UNION cannot agree whether a grievance is monetary or the dollar amount thereof, either party may seek an arbitrator's determination.

D. Arbitrator's Authority: In any case where final and binding arbitration is utilized, the arbitrator shall have no right to amend, modify nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT, unless those terms and conditions are found to be contrary to applicable law. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the CITY and the UNION and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, and/or regulations having the force and effect of law.

E. The expense of arbitration shall be borne by the two parties equally; however each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

STEP 6: If the CITY does not respond within the prescribed time limits, the grievance shall be settled in favor of the grievant. If the UNION misses a deadline, the grievance shall be denied.

10.2 Notwithstanding the above provisions related to deadlines, the UNION and the CITY may mutually agree in writing to extend the deadlines set forth in this AGREEMENT.

10.3 At any stage of the grievance process, the UNION, employee and/or the CITY may work to mutually settle or resolve the grievance.

ARTICLE 11 – WAGES

Employees shall be compensated according to Schedule A for employees working 2,190 hours per year or Schedule B for employees working 2,080 hours per year contained in Addendum 1.

ARTICLE 12 – SHIFT SCHEDULE

12.1 The Shift shall consist of one (1) 24-hour shift followed by 48 hours off and then an additional 24-hour shift followed by 96 hours off. Shift change will be at 0730 hours. One hour will be required during each shift for physical conditioning.

A. 24-48-24-96 Shift Schedule:

1. Assigned work, breaks, meals and alarm time will be set forth and defined below. If emergencies occur during meals, members will receive the remainder of the mealtime after the emergency is over.
2. Assigned Work Time, Sundays through Saturdays:
 - a. 0730 – 1900 – consisting of 11.5 hours of structured work time with two (2) fifteen-minute breaks, one (1) hour midday meal and one (1) hour mandatory physical conditioning period.
 - b. 1900 – 0730 – consisting of 12.5 hours of alarm time.
 - c. Work duties as assigned by the officers of the Fire Department.
3. Alarm Time Hours are defined as the time members must be at their assigned stations for fires, life/safety issues and other emergencies with all facilities for rest and rehabilitation at their disposal.

B. Night Drills – Administration may request members to perform night training during Alarm Time, on an as needed basis, in order to maintain training requirements. These members will be “flexed” hour for hour Alarm Time for the hours worked within the same shift, when possible. Flexed time will be coordinated with the member, Captain and Battalion Chief and forwarded to the Assistant Fire Chief.

C. Customer Service – Administration may request members to perform customer service during Alarm Time. These members will be “flexed” hour for hour Alarm Time for the hours worked within the same shift, when possible. Flexed time will be coordinated with the member, Captain and Battalion Chief and forwarded to the Assistant Fire Chief.

D. Holidays and hours outside the designated work periods shall be Alarm Time.

- E. Deputy Fire Marshal(s) will be in the Public Employees Retirement System, and his work period(s) will consist of one of the following schedules selected by the Deputy Fire Marshal annually:
1. Four (4) ten (10)-hour days on a rotating basis: Mondays through Thursdays with four (4) days off, followed by Tuesdays through Fridays with two (2) days off, excluding holidays;
 2. Four (4) ten (10)-hour days, Mondays through Thursdays, excluding holidays; or
 3. Five (5) eight (8)-hour days, excluding holidays.
 4. Deputy Fire Marshals will receive overtime at one and one-half (1½) times the regular hourly rate of pay for hours worked in excess of 40 hours per work week;
 5. If they are called in to investigate a fire after regular work hours they will be compensated at one and one-half (1½) times the regular hourly rate of pay.
 6. Deputy Fire Marshals' hours worked, compensation and vacations will be provided according to the City of Great Falls Personnel Policy Manual.
 7. The Deputy Fire Marshals' lunch periods will not be paid or count towards hours worked in his work schedule.
 8. To be eligible for a Deputy Fire Marshal position, the applicant must be a current active member of IAFF Local 8. If there are no internal applicants from IAFF Local 8, the CITY will advertise the position externally.

12.2 Temporary Voluntary Special Project Assignment:

Upon mutual agreement between CITY Management and the UNION member(s), the member may be assigned to day shifts using the same schedule as noted in 12.1(E) for the Fire Inspector. The member shall be paid in accordance to Schedule 1 Addendum B. The assignment would be for at least one full week as defined under 12.1(E) and no more than one (1) calendar month, at which time the member would be reassigned to the regular shift and duties. Examples of special projects are Recruit Training Instructor, implementation and training of technical skills from a specially trained instructor to all shifts, and any other projects that require fire fighter technical skills.

A member on Temporary Voluntary Special Project Assignment will report directly to the Administrator responsible for the project. During this period, the member may work trades, hire backs, and respond to call backs, as long as these work periods do not impede project progress. Extensions necessary to complete the Temporary Voluntary Special Project

Assignment may be granted, if agreed, by the member and the Administrator.

- A. Employees on Temporary Volunteer Special Project Assignment required to work beyond a 40-hour workweek, the first two (2) additional hours will not be factored into overtime compensation, as compensation for the additional hours is already included in the employee's hourly pay rate. Once the Temporary Volunteer Special Project Assignment employee has worked more than a forty-two (42) hour workweek, he shall be compensated at the rate of one and one half (1½) times his regular hourly rate of pay for the hours actually worked above forty-two (42) hours.
- 12.3 Call Back and Court Appearances: Employees required to return to work during their off-duty hours shall be compensated at a rate of one and one-half (1½) times their regular hourly rate of pay for the actual hours worked, with a minimum guarantee three (3) hours.
- 12.4 Employees who are required to hold over for more than fifteen (15) minutes after their regular shift ends shall be compensated for such time at one and one-half (1½) times their regular hourly rate of pay, computed to the nearest half (½) hour.
- 12.5 Sufficient personnel shall be maintained on duty and available for response to alarms. Sufficient Firefighter personnel shall be available to provide a minimum of one (1) Firefighter, one (1) Engineer (or acting Engineer) and one (1) Officer per front line unit of response to maintain four (4) stations and one Battalion Chief/Shift Commander with a minimum of thirteen (13) personnel. If sufficient personnel are not available to meet these minimum staffing requirements, personnel shall be hired back in accordance with Article 12.6. Units shall not be placed out of service for reasons of insufficient personnel. Management reserves the right to assign any additional personnel as needed.
- 12.6 Employees may volunteer to work extra shifts, when offered by the CITY to fill staffing requirements, and will be compensated at one and one-half (1½) times the employee's regular hourly rate of pay.
- 12.7 Employees selected and approved to attend out of town/state training or on Fire Prevention schedule will be paid their regular hourly rate of pay for their regularly scheduled shifts during the period of training; e.g. if an employee attends the NFA.

Except as set forth in the above paragraph, employees will be paid on an hour for hour basis for the following:

- A. An employee agrees to attend an off-duty, work-related activity at the request of the CITY.
- B. An employee obtains prior approval from the CITY to attend an off-duty, work related activity requested by the employee, such as but not limited to classrooms and field training sessions, and meetings.

The provisions of this section may be altered only by mutual agreement between the UNION and the CITY.

ARTICLE 13 – SICK LEAVE

- 13.1 Employees shall earn 3.93 hours of sick leave every pay period as per Article 1.4.
- 13.2 Employees may use earned and accumulated sick leave accruals for absences from duty without loss of pay due to any one or more of the following:
 - A. Illness;
 - B. Injury;
 - C. Medical disability;
 - D. Parental-related disability including prenatal care, birth, miscarriage, abortion, and/or other medical care for either employee or child;
 - E. Quarantine resulting from exposure to contagious disease;
 - F. Medical, dental or eye examination or treatment;
 - G. Care of or attendance to immediate family member for any of the aforementioned;
 - H. Death in the immediate family; and
 - I. Other FMLA eligible reasons.
- 13.3 Employees must comply with the following two steps in order to be eligible for payment of sick leave pay:
 - A. Report immediately to a Battalion Chief the reason for absence at least one (1) hour prior to shift change, and
 - B. If the absence is for more than one shift (24 working hours) in length, the employee must keep his Battalion Chief informed of his condition.
- 13.4 Illness or death in immediate family:
 - A. Immediate family shall mean: spouse, children, mother, father, sisters,

brothers, grandparents, grandchildren and immediate family of spouse. Administrative staff may approve annual or sick leave to attend the funeral of other relatives and friends. This approval will only occur when not requiring hire backs.

- B. For illnesses other than the employee's which require the attendance of the employee, sick leave shall be limited to 24 working hours, unless the leave qualifies under FMLA.
- C. Death in the immediate family: Forty (40) hour employees shall use no more than 40 working hours total for a death and/or funeral which occurs in or out of state. Shift employees shall use no more than 48 working hours for a death and/or funeral which occurs in or out of state.

13.5 Miscellaneous Sick Leave Provisions:

- A. At the employee's option, sick leave in excess of earned sick leave accruals may be charged to earned and available annual leave.
- B. Illness that occurs during an employee's vacation shall be charged to sick leave, if requested and verified before the end of the next pay period.
- C. The Fire Chief or his designee may require appropriate verification and/or a medical provider's release for any absence which is charged to sick leave. If such verification is requested and not provided, the request for sick leave shall be disallowed.
- D. All other provisions pertaining to sick leave shall be in accordance with applicable Federal, State and local laws.
- E. When an employee has been injured, either on the job or off duty, a copy of the employee's job description must be given to the medical provider so he can make the determination as to whether or not the employee is able to return to work to perform all necessary duties.
- F. The CITY will reimburse the employee for the office co-pay incurred to obtain a Fit for Duty to Return to Work release when required by the CITY for each non-worker's compensation related illness or injury.

13.6 Sick Leave Donations: An employee who is ill and has exhausted his sick leave, vacation leave and compensatory time accruals, and requires additional time away from work, may make a request for donated leave through HR. Requests for donations must be approved by Management.

Members may donate up to twenty-four (24) hours of sick leave to an employee on an individual basis. The maximum an employee can receive or donate is one hundred forty-four (144) hours in a calendar year.

13.7 Family and Medical Leave:

Family and Medical Leave shall be administered:

- A. As referenced in the City of Great Falls Personnel Policy Manual, and
- B. As referenced in FMLA laws, rules and regulations.

ARTICLE 14 – INJURY ON DUTY

- 14.1 Employees unable to work as a result of an injury/illness incurred through operational duties for the CITY while assigned firefighting, training, or equipment testing duties, shall be granted leaves of absence with pay. Employees must qualify for Workers' Compensation benefits to be eligible for such leave.
- 14.2 Such injury on duty leave shall extend for a maximum of one year as provided in 7-33-4133 MCA, unless it is determined sooner by competent medical authority, approved by the CITY, that the employee can return to work and perform any duties throughout the CITY for which the employee may be capable and qualified. At the discretion of the CITY, the injured employee may be required to submit to a medical examination, at any time, by a physician selected by the CITY.
- 14.3 During such injury on duty leave, the CITY shall pay the employee the amount over the Workers' Compensation insurance benefit he is eligible to receive, not to exceed his total regular wages for the period. Such injury on duty leave shall not be charged against the employee's sick or vacation leave accruals. The employee must apply for all benefits for which the employee is eligible as a result of public employment as soon as the employee is eligible.
- 14.4 An employee who is injured, and is medically able to do so, shall report any injury within eight (8) hours, followed by a written report within twenty-four (24) hours, to his supervisor, the Assistant Fire Chief or designee. All first aid or medical treatment, as may be necessary under the circumstances, should be taken by the employee. This clause is intended to be non-punitive.

ARTICLE 15 – LIGHT DUTY/ALTERNATIVE DUTY ASSIGNMENT

- 15.1 Employees on Workers' Compensation wage loss benefits that have been released to Light Duty/Alternative Duty assignment must inform their supervisor and the Assistant Fire Chief or designee that he is able to report

to work for light duty. If an employee fails to notify his immediate supervisor, the employee's workers' compensation benefits will be terminated and the employee may be subject to disciplinary action.

- 15.2 Employees on sick leave, other than injury on duty, who have been released to light duty, shall be assigned to light duty. The GFFR will endeavor to identify productive light duty assignments for these requests. Priority for light duty assignments will be given for work related illnesses or injury on duty. Job duties/assignments for light duty will be consistent between injury on duty and injury/sick off duty. If an employee chooses not to return to light duty, he will be entitled to use available sick leave in accordance with Article 13.
- 15.3 The Light Duty/Alternative Duty Assignment shall be in accordance with the restrictions set forth by the employee's treating health care provider.
- 15.4 Employees will be assigned to Light Duty/Alternative Duty Assignment using Schedule 1 Addendum B.
- 15.5 Employees on Light Duty/Alternative Duty Assignment required to work beyond a 40-hour workweek, the first two (2) additional hours will not be factored into overtime compensation, as compensation for the additional hours is already included in the employee's regular hourly pay rate of pay. Once the Light Duty/Alternative Duty Assignment employee has worked more than a forty-two (42) hour workweek, he shall be compensated at the rate of one and one half (1½) times of his regular hourly rate of pay for the hours actually worked above forty-two (42) hours.

ARTICLE 16 – HOLIDAYS

- 16.1 Employees shall be granted the following holidays according to State law and other holidays, which may hereafter be declared a State holiday by the appropriate authority.

New Year's Day	Veterans Day
Martin Luther King Day	General Election Day
Presidents Day	Thanksgiving, 4 th Thursday
Memorial Day	and Friday in November
Independence Day	Christmas Day
Labor Day	

To be eligible for holiday pay or comp time accrual, an employee must be in a pay status the last regularly scheduled working day before and the last regularly scheduled day after a holiday is observed. An employee shall not be eligible to receive holiday benefits if the employee begins work the

day after a holiday is observed or is terminated the day before a holiday is observed.

16.2 Holiday time shall be defined as compensatory time accrued by fire-fighters for holidays at the rate of eight and one-half (8½) hours per holiday.

16.3 Compensatory time usage:

- A. An employee shall be granted usage of compensatory time in addition to his regular vacation schedule.
- B. The CITY shall allow a maximum of two (2) members at a time off due to compensatory time usage or vacation.
- C. Employees shall be granted usage of compensatory time at times when the manning of shifts is above minimum staffing levels, except for natural or man-made disasters, threats, or security emergencies, as determined by the Fire Chief or his designee, requiring call backs of additional personnel.
 - 1. When manning of shifts allows an employee to use compensatory time, an employee shall not be responsible to be available to return to work when compensatory time has been granted.
- D. Employees shall have the right, at their sole discretion, to elect to receive payment for up to one hundred sixty (160) hours per fiscal year of the accumulated compensatory time of the employee by requesting for payment of those hours in writing to the CITY.
 - 1. The CITY shall make payment of compensatory time payment requests at the next regular pay period.
 - 2. The maximum number of hours of compensatory time that can be accumulate shall be one hundred sixty (160) hours. Any additional compensatory time earned shall be paid in the pay period in which it is earned.
 - 3. For those employees whose current balance is above 160 hours, their current balance is the maximum amount that can be accrued. Any additional compensatory time earned shall be paid in the pay period it is earned. Once their balance falls below their current leave, no additional hours may be accumulated until their balance falls below 160 hours. At that point, 160 hours becomes their new maximum allowed to be accrued.

ARTICLE 17 – UNIFORM ALLOWANCE

- 17.1 All structural firefighting protective gear shall be provided by the CITY.
- 17.2 Base clothing allowance will be defined by the standard operating guidelines and is separately funded by the CITY. The employee must request reimbursement of approved costs by the CITY for up to a maximum of \$850 for a member's first two years then it will be reduced to \$650 for every year thereafter each fiscal year, use or lose.

ARTICLE 18 – SHIFT EXCHANGE/TRADE DAYS

- 18.1 It shall be the policy of the GFFR to authorize the trading of shifts or partial shifts. Shift trading shall be in compliance with department Administrative Regulations and Standard Operating Guidelines. All requests shall be completed in writing and forwarded through the chain of command and approved at the Battalion Chief's level.
- 18.2 Changes to shift exchange/trade day policies will be brought to and discussed by the Labor/Management Committee.

ARTICLE 19 – UNPAID LEAVE OF ABSENCE

- 19.1 It is understood and agreed by the parties hereto that the CITY may grant unpaid leaves of absence to employees of up to six (6) months provided, however, that such employee shall not accrue any benefits, including, but not limited to, sick leave, vacation, and compensatory time during such approved leave of absence. Employees must self-pay health coverage premiums while on an approved leave of absence. No unpaid leave of absence shall be granted for an employee to accept outside employment. Employees may request an unpaid leave of absence for training and community involvement. Existing seniority rights will be frozen during the terms of such absence. Said leave is to be granted under the terms and conditions set by the Fire Chief and City Manager.
- 19.2 If an eligible employee requests an unpaid leave of absence for one of the reasons identified in the Family and Medical Leave Act of 1993, the CITY will grant the request in compliance with the Act and Article 13.7.

ARTICLE 20 – WORKING OUT OF CLASSIFICATION

- 20.1 This Article applies to the following: Firefighter 2s, Senior Firefighters and Acting Battalion Chiefs.
- 20.2 Any member assigned the duties of a rank higher than his current rank shall be entitled to receive the higher pay of the acting position for actual

hours worked. This does not apply to Shift Exchange/Trade Days under Article 18.

- 20.3 Firefighter 2s and Senior Firefighters who have met all of the requirements to promote to Engineer and are assigned to the duty of driving GFFR vehicles responding to all emergencies shall be considered working above their pay-grade and shall be compensated at the higher rate of pay for the actual hours worked.

ARTICLE 21 – PROMOTIONAL TESTING

- 21.1 The UNION shall have a qualified representative of their choosing to observe all phases of promotional exams. If the representative chosen is a member of the GFFR, he must be of a rank equal to or above the rank being examined. The representative selected by the UNION shall not be compensated by the CITY.
- 21.2 The CITY will establish and maintain the GFFR promotional policy in cooperation with a six person Promotion Policy Committee consisting of six members, three (3) members appointed by the UNION, and three (3) members appointed by the Fire Chief. The Promotion Policy Committee will be consulted in establishing and revising all policies relating to promotional procedures. This Committee will deliberate and make decisions by consensus. This Committee shall meet at least on a quarterly basis each year.
- 21.3 The Promotion Policy Committee will be responsible for developing the methodologies and determining the type of promotional exam(s) and study materials for promotional testing. Management will develop the actual test content, based on the study material and type of exam(s).

ARTICLE 22 – VACATIONS

- 22.1 Vacation accumulation and usage will be in accordance with State law and department policy.
- 22.2 Straight departmental seniority (by platoon) shall prevail in selection of vacation times.
- 22.3 Vacation leave accruals for those employees working forty-two (42) hours per week shall be in accordance with the following schedule:

<u>Years of Employment</u>	<u>Accrued Hours/Pay Period</u>
1 day up to 10 years	4.90
10 years up to 15 years	5.82
15 years up to 20 years	6.79

20 years on

7.71

- 22.4 The annual vacation selection period shall begin no later than March 1st and conclude on March 31st. The selection period will be April 1st through March 31st for the following operational year.
- 22.5 The CITY shall allow a maximum of two (2) members off on vacation leave for all shifts selected by the members during the annual vacation selection period with the following exceptions:
 - A. Employees are encouraged not to select vacation dates that fall on the designated training dates, unless absolutely necessary. However, one (1) vacation selection will be allowed during this period.
 - B. Once the vacation selection period ends on March 31st, the Assistant Fire Chief will have first opportunity to select training dates during the period of January 1st through March 31st of the current vacation calendar year to accommodate training opportunities, including but not limited to, the National Fire Academy. No additional vacation will be granted for the dates selected by the Assistant Fire Chief during the period of January 1st through March 31st.
- 22.6 Scheduled vacation shifts relinquished by members shall be made available to members to reschedule.
 - A. Rescheduling will begin directly below the member relinquishing the vacation and be completed by straight seniority by platoon.
- 22.7 Shifts not selected during the annual vacation selection or by the Assistant Fire Chief may be allowed to be scheduled by any member on a first-come-first-serve basis.

ARTICLE 23 – PERSONNEL REDUCTION

- 23.1 In the case of a personnel reduction, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid off employees who retain seniority rights have been given an opportunity to return to work.
- 23.2 Seniority means the rights secured by regular, full-time employees by length of continuous service with the GFFR. Seniority shall not be effective until a nine (9) month probationary period has been successfully completed, after which time seniority shall be retroactively calculated from the last date of hire.

23.3 Seniority shall be broken when an employee:

- A. Voluntarily terminates,
- B. Retires,
- C. Is discharged, or
- D. Fails to report to work after layoff within thirty (30) calendar days.

ARTICLE 24 – DISCHARGE

24.1 No employee shall be discharged except for good cause as defined in MCA 39-2-903 (5).

ARTICLE 25 – JURISDICTIONAL DUTIES

25.1 UNION members shall not be required to perform any work that conflicts with the recognized jurisdiction of other unions that represent CITY employees.

25.2 No firefighters shall strike, recognize a picket line of any labor organization or otherwise refuse to work or slowdown the performance of his work while in the course of his regular and official duties.

ARTICLE 26 – MEDICAL INSURANCE

26.1 The Employer agrees to provide non-occupational health insurance coverage for each eligible regular employee and eligible dependents thereof immediately following the period of exclusion provided by the terms of the plan document.

A CITY health insurance coverage contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the CITY's health insurance coverage plan on either a pre-tax or post-tax basis.

If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the CITY's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize

the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance coverage.

It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the CITY that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. 207e(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the CITY's health insurance coverage contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

The CITY Contribution amount included in base wages for retirement enhancement purposes shall be capped at the current Contribution rate of \$361.29 per biweekly paycheck for an annual amount of \$9,396 to be calculated according to the provisions of Article 1.4.

Health insurance premiums will be shared with the CITY paying 85 (eighty-five) percent of the premium and the Employee paying 15 (fifteen) percent of the premium.

Coverage Level Election	FY 24 Per Pay Period Premium
Employee (EE)	\$30.35
Employee + Spouse (ES)	\$129.46
Employee + children (EC)	\$113.92
Employee + Family (EF)	\$179.08

- A. Effective 7/1/97, the CITY reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.
- B. The CITY shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

ARTICLE 27 – JURY DUTY

- 27.1 Jury duty provisions are as defined under the City’s Personnel Policy Manual Section 11.2.4.

ARTICLE 28 – HEALTH/SAFETY

- 28.1 The CITY and UNION agree to jointly promote safe and healthy working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner. To this end, the CITY shall appoint a Fire Safety Advisory Committee, consisting of not more than six (6) members, three (3) of which shall be appointed by the UNION.
- 28.2 The Fire Safety Advisory Committee shall be responsible for advising the Fire Chief, City Manager, and City Safety Committee of reasonable safety rules and regulations involving the GFFR.
- 28.3 The Fire Safety Advisory Committee may investigate matters relating to safety, including Employee and Supervisor Loss Control Reports, and a file a written report to the Fire Chief, City Manager, the CITY’s Safety Review Committee, and the UNION. The report shall be the basis for recommending preventative measures.
- 28.4 The Fire Safety Advisory Committee may recommend changes or additions to improve protective clothing and equipment.
- 28.5 The Fire Safety Advisory Committee shall keep minutes of all Committee meetings and a written report shall be prepared for review of the next Committee meeting, with a copy submitted to the Fire Chief.
- 28.6 The sole forum for considering and resolving matters relating to this Article shall be though the Fire Safety Advisory Committee and the Safety Review Committee. This Committee shall meet at least on a quarterly basis each year.

ARTICLE 29 – SAVINGS CLAUSE

- 29.1 If any provision of this AGREEMENT or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.
- 29.2 If any Article or Section of this AGREEMENT or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any court or other tribunal of competent

jurisdiction, the remainder of the AGREEMENT and the addendum thereto shall not be affected thereby, and the parties to this AGREEMENT shall thereafter enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory substitute for such Article or Section.

- 29.3 Regarding the application of the Fair Labor Standards Act (FLSA), parties will be bound by applicable current federal regulations, Volume 29, C.F.R., parts 500 to 599 until revoked. Should such regulations be revoked, then and upon such revocation, those terms and conditions of the AGREEMENT affected thereby and restricted thereto, shall be renegotiated to comply with the FLSA and/or new regulations issued by the Labor Department.

ARTICLE 30 – SUPPLEMENTAL AGREEMENT

- 30.1 This AGREEMENT sets out the parties' complete agreement on all subjects on which the parties bargained or could have bargained. During the term of this AGREEMENT and any extensions hereof, no collective bargaining shall be had upon any matter covered by this AGREEMENT or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this AGREEMENT, unless mutually agreed-upon by both parties, in writing.
- 30.2 The CITY and UNION acknowledge that during the negotiations which resulted in this AGREEMENT, each had unlimited right and opportunity to make demands and proposals with respect to subject or matters not removed by law from the area of collective bargaining regarding the employees covered by this AGREEMENT.

ARTICLE 31 – MEAL ALLOWANCE

- 31.1 In the event an employee is required to work more than two (2) hours overtime following a regular shift and for each additional five (5) hours of overtime, he shall be provided a meal, or monetary amount as set forth below, by the CITY and given a reasonable amount of time to eat.
- 31.2 Monetary amounts will be as follows, if a meal is not provided by the CITY:

Morning meal limited to \$ 7.00
 Noon meal limited to \$ 7.00
 Evening meal limited to \$14.00

ARTICLE 32 – DATA ACCESS

- 32.1 Employer recognizes the necessity for the UNION to have possession of information to maintain the current AGREEMENT and prepare for

negotiations. Upon request of UNION, employer agrees to furnish all public information and data requested.

ARTICLE 33 – LABOR MANAGEMENT COMMITTEE

- 33.1 To enhance communications between Labor and Management there shall be a Labor Management Committee consisting of no less than four (4) UNION representatives and four (4) CITY representatives. The Committee shall meet at least quarterly.

ARTICLE 34 – LINE OF DUTY DEATH BENEFIT

- 34.1 If an employee is “killed in the line of duty,” the CITY agrees to pay the health insurance premium for dependents who are on the plan at the time of his death for twenty-four (24) months.
- 34.2 If an employee is “killed in the line of duty,” funeral-related costs will be covered by the CITY, up to \$15,000.

The determination as to whether or not an employee was “killed in the line of duty” will be made by the CITY’s Workers’ Compensation carrier.

ARTICLE 35 – RESIDENCY

- 35.1 As a condition of employment, all firefighters hired after September 21, 1999, shall be required to maintain their primary residence within a maximum of thirty (30) minutes of travel to the closest Great Falls Fire Station. The Fire Chief or his designee will determine residency compliance utilizing Google map internet mapping software. In the event this software program becomes obsolete, Management reserves the right to utilize alternate mapping software of its choice after conferring with the UNION. New employees shall be required to comply with residency requirement within one hundred and eighty (180) days of employment with the City of Great Falls.

ARTICLE 36 – WELLNESS-FITNESS PROGRAM

- 36.1 All members of the UNION shall be required to undergo an annual mandatory medical evaluation through the GFFR physician selected by the Wellness-Fitness Committee and participate in an annual in-house peer fitness assessment. The Wellness-Fitness Committee shall include equal representation by Management and UNION.

- a. The medical evaluation shall meet or exceed the current requirements of NFPA 1582 Standard on Medical Requirements for Firefighters and GFFR medical providers.
 - b. The assessments shall be determined by the Committee.
- 36.2 Members shall receive all tests and exams through the GFFR physician as identified and indicated in the medical services agreement with the GFFR medical provider as approved by the Committee.
 - A. **Exception:** If a member has received the same test or exam from a physician other than the GFFR physician within 12 months of their scheduled Wellness–Fitness medical evaluation, that member may provide those results to the GFFR medical provider prior to their scheduled Wellness–Fitness medical evaluation and be exempted from duplicating that particular test or exam for that year.
- 36.3 Only the following records will be provided to the GFFR from the GFFR medical provider and will be forwarded to Human Resources for safekeeping in the employee’s medical file:
 - A. Surveillance/Respirator Fitness for duty form
 - B. Hepatitis B titer results (if applicable)
 - C. Work clearance/fit for duty
 - D. Audiology
- 36.4 Other results and medical records will be retained by the GFFR medical provider and will not be released to the GFFR or the CITY without written permission from the member or the member’s estate, or as required by law or court order.
- 36.5 In the event the GFFR physician determines that a member is “not fit for duty,” the member may seek an opinion from a qualified physician of his choice, and at his own cost.
- 36.6 Four (4) Peer Fitness Trainers will be selected by the Committee. The Peer Fitness Trainers shall be responsible for conducting annual fitness assessments and consultations for all UNION members as assigned by the Committee.
- 36.7 The costs of the Wellness–Fitness Program medical evaluation and optional follow-up consultation shall be paid by the CITY.
 - A. The cost of any tests, exams, and procedures conducted by a

medical provider other than the GFFR physician or any additional tests, exams or procedures not contained in the medical service agreement and recommended by the GFFR physician or elected by the member will not be paid by the CITY through the Wellness-Fitness Program, but may be submitted to the CITY's health benefit plan if applicable. The CITY makes no representation as to whether the health benefit plan will cover these additional costs.

- 36.8 Employees will be compensated at their regular hourly rate of pay for the time spent undergoing testing under this section.

ARTICLE 37 – TERM OF AGREEMENT

- 37.1 This AGREEMENT shall be effective as of July 1, 2023 and shall remain in full force and effect through June 30, 2025. This AGREEMENT shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.
- 37.2 If either party wishes to open any part of this AGREEMENT, written notice must be mailed prior to sixty (60) days of the expiration date of this contract. Failure to give sixty (60) days with notice of intent to open, this AGREEMENT will then remain in force for one (1) year from expiration date.

ARTICLE 38 – LONGEVITY

- 38.1 \$7.72 every pay period (26 pay periods) as per Article 1.4, per year of service. Applicable longevity pay will be added to the Firefighter base pay and is included in the calculation of the regular hourly rate of pay.

ARTICLE 39 – MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)

- 39.1 The CITY shall make monthly contributions in the amount of \$100 per employee through a pre-tax wage deduction for each employee to the Washington State Council of Fire Fighters (WSFF) Employee Benefit Trust. The pre-tax wage deduction amount for each participating employee will be \$50 and will be deducted from the employee's first and second paycheck of each month.
1. This Trust shall remain separate and apart from any Employer retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement.
 2. The Employer shall be obligated to make payment of contributions in the amount provided above as set forth by WSCFF Employee Benefit Trust each payroll for that payroll's contributions.
 3. The Internal Revenue Service codes require all eligible employees to

participate; there is no individual election to continue contributions. The UNION and the employees agree to hold the employer harmless and indemnify the employer from any and all liability, claims, demands, lawsuits, attorneys' fees, costs and/or losses, damage or injury to persons or property, of whatsoever kind arising from and in any way related to the implementation and administration of the MERP, including but not limited to penalties, fines and other assessments incurred by the Employer as a result of the Employer's activities under this MERP section. The UNION and the employees shall be one hundred percent (100%) liable for any and all liabilities that arise out of the MERP. The UNION and the employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the MERP. Under no circumstances, whatsoever, will the employer be liable for direct payment of any MERP benefit to the employees and/or retired employees and/or their beneficiaries.

EXECUTED at Great Falls, Montana, _____, 2023.

CITY OF GREAT FALLS, MONTANA

ATTEST:

Lisa Kunz, City Clerk

Greg Doyon, City Manager

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

David Dennis City Attorney

LOCAL #8, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO CLC

ATTEST:

Carter Marsh, President

Bruce Perry, Vice President

Bryan Painter, Secretary/Treasurer

ADDENDUM 1

Employees shall be paid according to the following regular hourly Fire Fighter's base pay schedule. The regular hourly rate of pay is based on 2,190 hours for twenty-four (24) hour shift employees and 2,080 hours for day shift employees.

Schedule A

2,190 Hours for 24-hour shift employees

Rank	Rank % X's FF	# in Rank	July 1, 2023 5% COLA & 1% Mkt.Adj.	July 1, 2024 5% COLA	Jan. 1, 2025 1% COLA
Probationary Firefighter	0.95		\$26.47	\$27.79	\$28.07
Firefighter			\$27.87	\$29.26	\$29.56
Firefighter 1	1.05		\$29.26	\$30.72	\$31.03
Firefighter 2	1.10		\$30.66	\$32.19	\$32.51
Senior Firefighter*	1.15		\$32.04	\$33.64	\$33.98
Engineer**	1.20	16	\$33.44	\$35.11	\$35.46
Lieutenant	1.27	8	\$35.39	\$37.16	\$37.53
Captain	1.35	16	\$37.62	\$39.50	\$39.90
Battalion Chief	1.56	4	\$43.48	\$45.65	\$46.11

Schedule B

2,080 Hours for day shift employees

Rank	Rank % X's FF	# in Rank	July 1, 2023 5% COLA & 1% Mkt.Adj.	July 1, 2024 5% COLA	Jan. 1, 2025 1% COLA
Probationary Firefighter	0.95		\$27.79	\$29.18	\$29.47
Firefighter			\$29.26	\$30.72	\$31.03
Firefighter 1	1.05		\$30.72	\$32.25	\$32.58
Firefighter 2	1.10		\$32.18	\$33.79	\$34.13
Senior Firefighter*	1.15		\$33.64	\$35.33	\$35.68
Engineer**	1.20	16	\$35.11	\$36.86	\$37.23
Lieutenant	1.27	8	\$37.16	\$39.01	\$39.40
Captain	1.35	16	\$39.50	\$41.47	\$41.89
Battalion Chief	1.56	4	\$45.64	\$47.92	\$48.40
Deputy Fire Marshal		3			\$28.89
		Step 1	\$27.24	\$28.60	\$29.46
		Step 2	\$27.78	\$29.17	\$30.05
			\$28.33	\$29.75	

It is agreed that after six months of employment, employees will receive 100 percent of the base salary of a fire fighter. Employees will not receive an additional increase in base wages upon the successful completion of their probationary period.

*Beginning 7/1/08, EMT – Basic Certification of 2 percent was added to the Firefighter regular hourly rate of pay.

The UNION agrees to accept reduced wages in exchange for the CITY to agree to pay one and one-half (1½) time overtime for hire backs referred to in Article 12.9.

Collective bargaining in 2021 retitled the Captain Fire Inspector and Fire Inspector positions to Deputy Fire Marshal positions which are held by civilian employees participating in the PERS retirement system.

CERTIFICATION PAY:

All certifications must be received from an established program through recognized National or Industry standards. Applicable certification pay will be added to the Firefighter Base pay, as calculated in Article 1.4, and is included in the regular hourly rate of pay.

Paramedic certification pay:

1. Firefighter Base X's 4.5 percent
Criteria: 1st increase effective upon the Department Administration receiving proof of Paramedic certification.
2. Firefighter Base X's 7 percent
Criteria: Additional 2.5% effective upon the Department Administration receiving proof of successfully completing proctoring requirements (Practicing Paramedic)

The number of Paramedics: maximum of 24, increasing at management's discretion.

Paramedic Levels-Once a paramedic is recognized by GFFR and receives certification pay, they will continue to garner the paramedic pay as long as their paramedic certification remains in good standing and the employee is currently practicing at that level.

Technical Rescue certification pay:

1. Firefighter Base X's 1.5 percent

Criteria: Personnel must be an active member of the GFFR Technical Team.

Number of team members will be limited to twenty (20).

Hazardous Materials certification pay:

1. Firefighter Base X's 1.5 percent

Criteria: Personnel must be a certified HazMat Technician. Must be an active/practicing member of the GFFR Hazmat Team.

Number of team members will be limited to sixteen (16).

Fire Investigator certification pay:

1. Firefighter Base X's 1.5 percent

Criteria: Personnel must be a practicing investigator of GFFR.

Number of Fire Investigators will be limited to eight (8).

Special Services certification pay:

1. Firefighter Base X's 1.5 percent

Criteria: Personnel providing special services to GFFR Small gas engines, SCBA, Ladder Testing, Extinguishers, Hose/Nozzles

Number of paid positions for each service will be limited to one (1).

Personal Protective Equipment certification pay:

Number of paid positions will be limited to two (2).

Communications Director certification pay:

Number of paid positions will be limited to one (1).

Car seat Installation certification pay:

Number of paid positions will be limited to four (4).

The maximum number of certifications by an employee is three, including a paramedic certification.



Commission Meeting Date: November 7, 2023

CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: HOME Investment Partnerships Program Agreement with NeighborWorks Great Falls

From: Tom Hazen, Grants and Program Administrator

Initiated By: Great Falls Finance Department

Presented By: Tom Hazen, Grants and Program Administrator

Action Requested: Approval of HOME Investment Partnerships Program Agreement in the amount of \$1,231,657.00 with NeighborWorks Great Falls

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the HOME Investment Partnerships Program Agreement in the amount of \$1,231,657.00 with NeighborWorks Great Falls for the purchase and restoration of the Ulmer Square property.”

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

Staff Recommendation: Staff recommends the approval of the HOME Investment Partnerships Program Agreement in the amount of \$1,231,657.00 with NeighborWorks Great Falls for the purchase and restoration of the Ulmer Square property.

Summary: The Department of Housing and Urban Development (HUD) implemented the HOME Investment Partnerships Program (HOME) to provide grants to State and Local governments to fund a wide range of activities including building, buying, and rehabilitating affordable housing. HOME is designed exclusively to facilitate the creation of affordable housing for low-income households. The City of Great Falls receives an annual allocation of HOME funds from HUD.

NeighborWorks Great Falls (NWGF) submitted a grant application to purchase the property located at 619-621 3rd Ave South (Ulmer Square). The Ulmer Square property is comprised of a multi-family residential structure housing eight one-bedroom apartments which sits on approximately 22,520 square feet of land. NWGF proposes to acquire and restore the property. Proposed exterior improvements include siding, insulation, front doors, railings, landscaping, and drainage limitations. Interior improvements identified consist of new flooring, paint, appliances, bathroom fixtures, and heating/cooling systems. NWGF covenants that all units will continue to be leased at HUD-approved rates and that no current residents will be displaced.

NWGF's application was reviewed and approved by the City Grant Committee. HUD has authorized the use of funds for this project. This project is in line with the City Annual Action Plan and would preserve affordable housing while simultaneously increasing the appeal of this location.

Conclusion – The purchase and restoration of property for affordable housing purposes is a central tenant of the HOME Program. Affordable housing is a pressing need in the Great Falls area. This proposal will address this need while adhering to the original ambitions of the funding.

Fiscal Impact: This agreement will be funded solely through Program Income collected from HOME funded activities. Much like the Community Development Block Grant Revolving Loan Fund, A HOME fund recipient may elect to use program income that results from HOME funded activities to fund other projects. These new findings must meet the same City and HUD eligibility requirements as any other HUD funded program.

Alternatives: The City Commission could vote against approval of the agreement and decline to award the funds to NWGF.

Concurrences: The Grant Committee is comprised of representatives of the Administrative, Finance, Human Resources, and Planning and Community Development departments.

Attachments/Exhibits: HOME Investment Partnerships Program Agreement with NeighborWorks Great Falls.

CITY OF GREAT FALLS
2023/2024 HOME Investment Partnerships Program Agreement
BY AND BETWEEN
THE CITY OF GREAT FALLS, MONTANA, AND
NeighborWorks Great Falls

NeighborWorks Great Falls, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Finance Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this **7th** day of **November, 2023**.

RECITALS (HOME)

- A. The HOME Investment Partnerships Program, hereinafter referred to as HOME, 24 CFR, Part 92; and Title II of the Housing and Community Development Act of 1992, as amended, Public Law 102-550 (H.R. 5334), October 28, 1992. The Home Investment Partnerships (HOME) Program was created by the National Affordable Housing Act of 1990. The objectives of the HOME Program are to provide decent affordable housing to lower-income households, expand the capacity of non-profit housing providers, strengthen the ability of state and local governments to provide housing, and leverage private-sector participation.
- B. The City of Great Falls is a Participating Jurisdiction in the HOME Program, and has received an allocation of HOME funds to be administered by the City in furtherance of the HOME Program objectives.
- C. The City of Great Falls utilizes a competitive grant application process to determine how to allocate and spend the HOME funds granted to the City.
- D. Grantee has submitted an application for HOME funds.

Now therefore, based on the Recitals above, Grantee and the City agree to the following terms:

1. PURPOSE OF GRANT AGREEMENT AND TRUST INDENTURE

- a. The purpose of this Grant Agreement is to provide funding for project activities approved by the City under the U.S. Department of Housing and Urban Development (HUD) Home Investment Partnerships Program (HOME). The terms, obligations and requirements that Grantee needs to perform in exchange for this grant of funding are set forth in this Grant Agreement, and upon execution of this Grant Agreement, are binding on all parties.

2. APPLICATION INCORPORATED BY REFERENCE

Grantee's application for HOME assistance is incorporated into this Grant Agreement by this reference and the representations made in the application are binding upon the Grantee. If Grantee undertakes activities not represented in the application, this Grant Agreement may be subject to termination pursuant to the terms of Section 22 of this Grant Agreement.

3. ACCEPTANCE OF HOME PROGRAM REQUIREMENTS

- a. By accepting a grant of HOME funds, Grantee agrees to comply with all laws, rules and regulations related to the HOME program. Grantee will comply with all applicable parts of Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended; the applicable Department of Housing and Urban Development (HUD) regulations in 24 CFR Part 92, as now in effect or as they may be amended during the term of this Grant Agreement; all requirements established by the City, including the applicable version of the *City of Great Falls Planning & Community Development Department Policies and Procedures Manual*; applicable State and federal laws, regulations, administrative directives and procedures; and local ordinances and resolutions.
- b. Grantee agrees that all contracts entered into by Grantee for the completion of the activities described in Section 6, "Scope of Activities," of this Grant Agreement will contain special provisions requiring contractors to comply with all applicable requirements, as outlined in the applicable version of the *City of Great Falls Planning & Community Development Department Policies and Procedures Manual*.
- c. Grantee agrees that 100% of HOME funds will be used to benefit low- and very low-income households, as defined annually by the Department of Housing and Urban Development. No households will be served whose annual income is greater than eighty (80) percent of Great Falls' area median income. The City of Great Falls requires that all housing projects assisted with HOME funds continue to serve these households for a minimum period of affordability. The minimum period of affordability for this project is **15** years. Grantee expressly agrees to comply with this affordability period requirement. Grantee acknowledges and agrees that the City will require Grantee to follow the recapture provisions for this project if Grantee does not meet the low-to-moderate income service requirements as specified.

4. ADMINISTRATION

The City of Great Falls shall administer this grant. Any reference to the City indicates an administrative function to be performed by City staff.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- a. This Contract takes effect on **November 7, 2023** and will be in effect for the "period of affordability".
- b. Project construction must begin within twelve (12) months of the signing of this contract and substantial completion of the project construction must be obtained no later than June 30, **2026**, unless the time for performance is extended by the City in writing. The Grantee shall

adhere to all Project completion and occupancy milestones set forth in the approved Performance Schedule, attached to this Agreement as Exhibit B. If an extension is needed a formal request must be submitted to the City no later than 30 days prior to the original date of completion. Time is of the essence in this Agreement. Failure of the Grantee to perform in a timely fashion may result in termination of this Agreement and denial and/or required repayment of HOME funds. The activities to be performed by Grantee will be completed according to the Performance Schedule included as Exhibit B to this Grant Agreement, which by this reference is made a part of this Grant Agreement.

6. SCOPE OF ACTIVITIES

The allocation of HOME funds granted to Grantee by the City must be utilized to achieve the identified list of activities set forth in Grantee's application for HOME grant assistance. By accepting the grant of HOME funds, Grantee agrees to perform all activities identified in its HOME application. The activities to be performed by Grantee will be completed according to the Performance Schedule proposed by Grantee in its application and included as Exhibit B to this Grant Agreement, which by this reference is made a part of this Grant Agreement. The major components of the approved project activities include, but are not limited to:

- a. **Ulmer Square** located at **619 3rd Avenue South**, Great Falls, MT, which will be rented to a low-to-moderate income households earning at or below 80% of the Area Median Income as determined by HUD. There will be 8 designated as "floating" HOME assisted units. This funding agreement serves as a development subsidy and is limited to construction costs only.
- b. Grantee will comply with all applicable codes, regulations, and standards.
- c. Grantee will provide information and documentation to the City of Great Falls on prescribed forms and this documentation shall include information regarding family size, race, ethnicity, type, and income information for all program participants.
- d. The Grantee will be responsible for administration of this contract and for monitoring the performance of all entities receiving HOME funds to ensure their compliance with the requirements of the HOME program, and to take appropriate remedial action when performance problems arise.
- e. Personnel assigned to scope of work includes:

NeighborWorks Great Falls
501 1st Ave South
 Great Falls, MT 59401

7. AMOUNT OF GRANT AND BUDGET

- a. The total amount of HOME funds granted to Grantee by the City will not exceed **\$1,231,657.00**. The City will have no obligation to pay for any project activities that exceed this grant amount.
- b. The Grantee will provide a match contribution in an eligible form of matching contribution as defined in 24 CFR § 92.220.
- c. A copy of the Project Budget is included as Exhibit A to this Grant Agreement, and by this reference is made a part of this Grant Agreement and binding upon Grantee.
- d. Budget adjustments in excess of \$1,000.00 must be approved in advance by the City. The Grantee must describe the rationale for a budget adjustment in writing to the City and is subject to City approval.

8. SPECIAL CONDITIONS

- a. Grantee will not obligate or expend HUD or non-HUD funds for any activities provided for by this Grant Agreement until:
 - i. The City completes an Environmental Review Record(s) and issues a Notice to Proceed;
 - ii. CHDO Proceeds/Program Income must comply with the most current Program Income Plan for NeighborWorks Great Falls.
 - iii. Grant is contingent upon documentation that the project is fully funded; and
 - iv. Grant is contingent upon successful completion of HOME-required Underwriting and Subsidy Layering Analysis conducted by the City; and
- b. Grantee is required to provide matching funds for this project totaling at least 25% of the City's HOME investment. Matching contributions must be an eligible form of matching contribution as defined in 24 CFR §92.220. Match provided shall be reported in quarterly reports.
- c. Grantee will comply with Federal requirements set forth in 24 CFR Part 5, subpart A which includes nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended, or ineligible contractors; and drug-free workplace.
- d. Grantee will comply with the project requirements found in 24 CFR, Part 92.203,

as applicable, in accordance with the type of project assisted.

- e. Grantee will adopt affirmative marketing and minority outreach procedures and requirements in accordance with 24 CFR §92.351 for HOME-assisted housing.
- f. Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title.
- g. Grantee will require that all housing assisted with HOME funds meet affordability requirements set forth in 24 CFR §92.252 and will require the repayment of any HOME funds disbursed for a project if the assisted housing unit does not meet the affordability requirements for the specified time period. The period of affordability can be up to 20 years as defined in federal regulations, after the final payment has been made. The method to assure continued affordability for this project will be the deed restriction. Grantee shall execute a Trust Indenture to provide security to the City for the affordability requirement.
- h. Grantee will comply with the project requirements found in 24 CFR, Part 92, Subpart F, as applicable, in accordance with the type of project assisted. Subpart F includes, but is not limited to, provisions dealing with minimum and maximum per-unit subsidy amounts; property standards; qualification as affordable housing; tenant protections and selection; converting rental units to homeownership units for existing tenants; faith-based activities; and elder cottage housing opportunity (ECHO) units.

The minimum per-unit subsidy is \$1,000. The maximum per-unit subsidy is based on the number of bedrooms in each unit.

- i. Grantee will carry out each activity in compliance with all Federal laws and regulations described in 24 CFR, Part 92.
- j. When applicable, Grantee will follow the provisions governing the use of HOME funds by religious organizations, as contained in 24 CFR §92.257.
- k. In all contracts with its subcontractors and subrecipients, Grantee will require all contract provisions, clauses and conditions as detailed in the applicable year's version of the *City of Great Falls Planning & Community Development Department – Policies and Procedures Manual*.

9. PROCEDURE FOR DISBURSEMENT OF FUNDS

- a. The City will pay to Grantee funds available under this Grant Agreement upon City approval of Grantee's Request for Payment. The City will reimburse Grantee for approved, eligible and necessary expenses according to the documentation

submitted by Grantee to support the expenditures. The City will not reimburse Grantee for any expenses not included in the approved budget or not clearly and accurately supported by Grantee's original application and/or any subsequent documentation. Any granted funds not expended by Grantee by June 30, 2026 will revert to the City and will be used to finance other HOME projects.

- b. The reimbursement of eligible costs incurred is contingent upon Grantee's completion of Section 8. SPECIAL CONDITIONS. In the event Grantee is unable to comply with the terms and the conditions of this Grant Agreement, any costs incurred will be Grantee's sole responsibility.
- c. If the actual total cost of completing the project is less than has been projected by Grantee in the Approved Budget Exhibit A, the City may, at its discretion, reduce the amount of HOME funds granted to Grantee under this Grant Agreement in proportion to the overall savings.
- d. If the City determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Grant Agreement, the City may revoke Grantee's authority to draw against the funds granted to Grantee under this Grant Agreement until the City and Grantee agree on a plan to remedy the deficiency.

10. NOTICE.

All notices, demands, and consents provided for in this Grant Agreement must be given in writing and shall be sent by U.S. Mail, hand-delivered, or emailed to the following:

The City's contact for all administrative and technical matters concerning this Grant Agreement is:

Finance Department
Attn: CDBG Administrator
2 Park Dr. S., Room 104
Great Falls, MT 59401
406-455-8443

Grantee's contact for all administrative and technical matters concerning this Grant Agreement is:

Sherrie Arie
NeighborWorks Great Falls
501 1st Ave S
Great Falls, MT 59401

11. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by any contractor or subcontractor, subrecipient, agent, employee or assign, pursuant to this Grant Agreement are to be the property of both GRANTEE and the City. Both Grantee and the City shall have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. No material produced in whole or part under this Grant Agreement may be copyrighted or patented in the United States or in any other country without the City's prior written approval.

12. ACCESS TO RECORDS AND PROJECT MONITORING

The Grantee will maintain reasonable records of its performance under this Agreement and will allow access to these records at any time during normal business hours by the City, and the U.S. Department of Housing and Urban Development. These records will be kept in the Grantee's office.

a. Program Records Required

- i. Documentation of efforts to maximize private sector participation;
- ii. A full description of the program activity including program area, where investments are made and amounts of HOME funds budgeted, committed and expended;
- iii. Documentation of the income of HOME beneficiaries; and
- iv. Documentation of the procedures used to certify that the combination of federal assistance to the project is not any more than is necessary to provide affordable housing (layering) as directed by the City.

b. Project Records Required:

- i. Documentation that each project meets applicable property standards;
- ii. Copies of procurement scope for construction bids, and the contractor's agreement, bonds and insurance;
- iii. Maintenance of client data demonstrating client eligibility for services provided, including but not limited to: income verification per 24 CFR §92.203, ethnic background and household size. The Grantee agrees to provide the City all non-duplicated client data; and
- iv. Copies of the buy-sell agreement, appraisal, closing papers, verification of assets, and deed of trust for each property sold.

c. Other Federally Required Records - Data must be gathered to document compliance with the following:

- i. Equal opportunity and fair housing laws, Section 3 of the Housing Development Act;
- ii. Attempts to utilize minority and female-owned businesses;
- iii. Affirmative fair housing actions;
- iv. Affirmative marketing procedures;
- v. Relocation requirements;
- vi. Resale/recapture restriction requirements;
- vii. Lead-based paint standards;
- viii. Conflict of interest provisions;
- ix. Debarment and suspension checks;
- x. Flood insurance requirements;
- xi. Labor (Davis-Bacon) standards, if applicable; and
- xii. Special HOME requirements:
 - a. Project must be ready for occupancy within four years of the written grant agreement date;
 - b. Homebuyer units must be sold to LMI Homebuyers within 9 months of completion;
 - c. Documentation that Grantee, as a CHDO, has employees for City HOME project file; and
 - d. Data must be provided that can be used by the City to conduct an actual project analysis of capacity, cash flow and financial soundness of the developer.
- d. Program Administration:
 - i. Copy of Grantee lease agreement;
 - ii. Cash Management Information (payment certifications, reports, etc.);
 - iii. Copies of the HOME Program written agreement and monitoring reviews;

- iv. Records of audits; and
 - v. Any other pertinent information which the City requests.
- e. Other records as may be required by state or federal law:

Generally, the records described above must be retained for a period of five (5) years after project closeout. The records regarding project requirements that apply for the duration of the period of affordability, as well as the written agreement and monitoring reports, must be retained for at least five (5) years after the required period of affordability. If any litigation, claim negotiation, audit or other action has been commenced before the expiration of the regular five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period, whichever is later.

Access to the records described above and all other documentation relating to the program is governed by all applicable state and federal laws as they pertain to disclosure of information to the public and to the individual's right of privacy. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and personal information shall be kept under lock and key by the Grantee.

13. PROJECT PROGRESS REPORTING

- a. During the term of this Grant Agreement, Grantee will submit a Project Progress Report to City during each quarter for the periods ending September, December, March, and June. This report will describe the status of the project with respect to each implementation objective including, at a minimum, the percentage of the project which has been completed, costs incurred, funds remaining, anticipated completion date, and accomplishment data required by HUD. The report must also describe any significant problems encountered and any necessary modification of the project scope or implementation schedule that is being requested.
- b. Grantee will submit the Project Progress Report to City within 15 days of the close of each quarter. The City will not process claims for payment until the required quarterly report has been submitted to and approved by City. Project Progress Reports submitted during a quarter in conjunction with a Request for Payment will satisfy the quarterly progress-reporting requirement.
- c. In order for the City to close out this Program Agreement and remit final payment, Grantee must complete all required reporting.

14. NON-DISCRIMINATION

All hiring shall be on the basis of merit and qualification and there shall be no discrimination

against any person on the basis of race; ancestry; color; physical or mental disability; religion; national origin; sex; age; marital or familial status; creed; ex-offender status; physical condition; political belief; public assistance status; sexual orientation, or gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

15. AFFIRMATIVE ACTION POLICY

a. W/MBE

The Grantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Funding Agreement.

b. Access to Records

The Grantee shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulation and provisions stated herein.

c. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees and/or contractors placed by or on behalf of the Grantee; state that it is an Equal Opportunity Employer.

d. Subcontract Provisions

The Grantee will include the provisions of the above paragraphs regarding Civil Rights in every subcontract so that such provisions will be binding upon each of its own subcontractors.

16. AVOIDANCE OF CONFLICT OF INTEREST

Grantee will comply with the provisions of the applicable HUD regulations of 24 CFR 92.356 and with sections 2-2-121, 2-2-201, and 7-5-4109, MCA, (as applicable) regarding the avoidance of conflict of interest.

17. MODIFICATION OF GRANT AGREEMENT

This Grant Agreement, together with all referenced and incorporated attachments, contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in or authorized by this written Grant Agreement, are valid or binding. This Grant Agreement may not be enlarged, modified, or altered except upon mutual written agreement of the parties except for amendments made by the City pursuant to Section 23 of this Grant Agreement. Grantee accepts responsibility for the adherence to the terms of this Grant Agreement by all officers, employees, agents, assigns, and subcontractor or subrecipient entities and by all public or private agents or agencies to which it delegates authority to carry out portions of this Grant Agreement.

18. INDEMNIFICATION

- a. The Grantee waives any and all claims and recourse against the City of Great Falls, including the right of contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Grantee's or any subrecipient's performance of this Contract.
- b. The Grantee shall indemnify and hold harmless the City of Great Falls and its agents and employees from and against all claims, damages, losses and expenses, penalties including attorney fees arising out of, or resulting from, the performance of the work, provided that any such claim, damage, loss, or expense which is:
 - i. attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property, other than the work itself, including the loss and use resulting therefrom;
 - ii. caused in whole or in part by any negligent act or omission of the contractor(s), and subcontractor(s), or anyone directly or indirectly employed by any one of them or anyone else, for whose acts any of them may be liable, regardless whether or not is caused in part or by party indemnified hereunder; and,
 - iii. caused in whole or in part by its failure to adhere to the terms of this contract.
- c. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. Grantee's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. These obligations shall survive termination of this Agreement and the services performed hereunder.

19. WORKERS' COMPENSATION AND LIABILITY INSURANCE COVERAGE

- a. Grantee shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis." Grantee will provide the City with applicable additional insured endorsement documentation. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Grantee, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from acts or omissions under this Agreement. All insurance coverage shall

remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of the Agreement. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Grantee, City, and all other additional insured to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

b. Insurance Coverage at least in the following amounts is required:

i. Commercial General Liability (bodily injury and property damage)	\$1,500,000 per occurrence \$3,000,000 aggregate
ii. Automobile Liability limit	\$1,500,000 combined single
iii. Workers' Compensation	Not less than statutory limits
iv. Employers' Liability	\$1,500,000

20. GRANT AGREEMENT AMENDMENT

- a. Grantee may request that this Grant Agreement be amended. The requested amendment will only be allowed upon a clear showing/demonstration by Grantee that the amendment is justified and will enhance the overall impact of the original project. City will consider each individual amendment request to determine whether the amendment is substantial enough to necessitate reevaluating the project's original ranking.
- b. City will not approve amendments to the scope of work or the budget that will affect high priority activities or improvements that would materially alter the circumstances under which the grant was originally ranked.
- c. No amendment to the Grant Agreement will occur unless the amendment is set forth in writing and signed by the City and Grantee.

21. PROPERTY MANAGEMENT AND LEASING

- a. Title to real property or equipment acquired using funds from a grant or subgrant will vest upon acquisition by Grantee or subgrantee. Grantee or subgrantee will use, manage, and dispose of this property or equipment in accordance with the requirements set out in 2 CFR 200, 24 CFR 92.504 and 24 CFR 92.251 et seq.
- b. Initial Occupancy. Pursuant to Section 92.252 of the HOME-ARP regulations, if any of the HOME- assisted units in the Project are not occupied by households that are eligible tenants within six (6) months of Project Completion, Grantee

shall submit to City marketing information and a marketing plan. The City will require Grantee to repay the HOME funds invested in any housing unit that has not been initially rented or leased to eligible tenants within eighteen (18) months after the date of Project Completion.

- c. Income Determinations for Tenants. Grantee or Grantee's agent shall make income determinations to assess a prospective tenant's eligibility to occupy a HOME funded unit in accordance with Section 92.203 of the HOME regulations.
- d. Rental Agreement.
 - i. Leases of HOME assisted units must comply with Section 92.253 of the HOME Regulations, as summarized below:
 - ii. There must be a written lease between the tenant and Grantee or Grantee's agent for rental housing assisted with HOME funds that is for a period of not less than one year, unless by mutual agreement between tenant and grantee a shorter period is specified.
 - iii. Any termination of tenancy or refusal to renew a lease must be preceded by thirty (30) days written notice specifying the grounds for the action by the Grantee. Grantee shall not terminate the tenancy or refuse to renew the lease of a tenant except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; or for other good cause. Any termination or refusal to renew a lease by Grantee's service upon the tenant of a written notice shall be in compliance with State law and tax credit regulations and specify the grounds for the action.
 - iv. Leases may not contain the following prohibitive clauses:
 - a. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of Grantee or Grantee's agent in a lawsuit brought in connection with the lease;
 - b. Agreement by the tenant that Grantee may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. Grantee may dispose of this personal property in accordance with State law;
 - c. Agreement by the tenant not to hold Grantee or Grantee's agents legally responsible for any action or failure to act, whether intentional or negligent;

- d. Agreement of the tenant that Grantee or Grantee's agent may institute a lawsuit without notice to the tenant;
 - e. Agreement by the tenant that Grantee or Grantee's agent may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 - f. Agreement by the tenant to waive any right to a trial by jury;
 - g. Agreement by the tenant to waive tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
 - h. Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court proceeding by the Grantee against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; or
 - i. Agreement by the tenant to accept supportive services that are offered.
- e. Property Standards and Management of HOME Assisted Units. Grantee must maintain the Project in compliance with all applicable housing quality standards consistent with Section 92.251 of the HOME Regulations and local code requirements for the duration of this and the Regulatory Agreement.
 - f. Occupancy Procedures. Grantee or Grantee's agent must comply with the affirmative marketing requirements established by Section 92.351 of the HOME Regulations:
 - i. Provide for:
 - 1. The selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
 - 2. The prompt written notification to any rejected applicant of the grounds for any rejection.
 - g. Grantee Occupancy. Grantee or its officers, employees, agents, elected or appointed officials, consultants of Grantee, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the Grantee, may not occupy the HOME funded units during the required period of affordability. This provision does not apply to an employee or agent of the Grantee who occupies a housing unit as the Project

manager or maintenance worker. Upon written request of Grantee, the City may grant an exception to this provision on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of Grantee's Project. In determining whether to grant a requested exception, the City shall consider the following factors:

- i. Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; and
 - ii. Whether the person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted housing in question;
 - iii. Whether the tenant protection requirements of Section 92.253 of the HOME Regulations are being observed;
 - iv. Whether the affirmative marketing requirements of Section 92.351 of the HOME Regulations are being observed and followed; and
 - v. Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.
- h. Soft Costs to Beneficiaries. Grantee or Grantee's agent shall not charge those servicing, origination, or other fees for the purpose of covering costs related to carrying out the Project to the tenant as required by and as identified in Section 92.206(d)(6) and Section 92.214(b) of the HOME Regulations. Grantee or Grantee's agent may charge nominal application fees so long as it is appropriate to the type of application and does not create an undue impediment to a prospective tenant's participation in the City's HOME Program. Grantee or Grantee's agent shall not charge fees that are not customarily charged in rental housing (e.g., laundry room access fees), except that Grantee or Grantee's agent may charge parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood fees for services such as bus transportation or meals, as long as the services are voluntary, and fees are charged for services provided.
- i. Security Deposits. Any security deposits collected by Grantee or Grantee's agent shall be kept separate and apart from all other funds of the Project in a trust account with a depository insured by the Federal Deposit Insurance Corporation, or other comparable federal deposit insurance program, and shall be held and disbursed in accordance with Montana law. The balance of such amount shall at all times equal or exceed the aggregate of all outstanding obligations under said

account, plus accrued interest thereon.

- j. Hazard and Liability Insurance. Grantee shall at all times cause the Project to be insured against loss by fire, flood, and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as are reasonably acceptable to the City. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the City. Property insurance policies shall name the City as an additional insured, as approved by the City.

22. TERMINATION OF GRANT AGREEMENT

This Grant Agreement may be terminated as follows:

- a. Termination or Modification Due to Loss of Funding. If, for any reason, the federal financial resources required by the City to fund Grantee's project are withdrawn by the federal government, the City may unilaterally terminate or modify the terms of this Grant Agreement to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available HOME funds, compensate Grantee for eligible work elements Grantee has completed and for actual, necessary and eligible expenses incurred by Grantee as of the revised termination date. The City will give Grantee written notice of the effective date of the modification or termination of this Grant Agreement and, if a reduction in funding is required, will provide Grantee with a modified project budget.
- b. Termination Due to Noncompliance with Grant Agreement Terms. If City determines that Grantee has failed to comply with the general terms and conditions of this Grant Agreement, the project schedule, or any special conditions, and if upon written notification of the defect Grantee does not remedy the deficiency within a reasonable period to be specified in the written notice, the City may terminate this Grant Agreement in whole or in part at any time before the date of completion. The City will promptly notify Grantee in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination.
- c. Termination Due to Adverse Environmental Impact. This Grant Agreement will terminate at the conclusion of the environmental review process if Grantee or the City determines that the project would have a significant adverse impact on the quality of the human environment and that this impact cannot be avoided or sufficiently mitigated by reasonable, cost-effective means.
- d. Effect of Termination. In the event of termination due to Grantee's failure to comply with the terms of this Grant Agreement or the project's adverse environmental impact, any costs incurred will be the responsibility of Grantee. However, at its discretion, the City may approve requests by Grantee for reimbursement of expenses incurred. The City's decision to authorize payment of these costs or to recover expended HOME funds will be based on a consideration

of the extent to which the expenditure of those funds represented a good faith effort of Grantee to comply with the terms of this Grant Agreement and on whether any failure to comply with the terms of this Grant Agreement was the result of circumstances beyond Grantee's control.

23. WAIVER

The waiver of any of the terms and conditions of this Grant Agreement on any occasion or occasions is not to be deemed as a waiver of those terms and conditions on any future occasion.

24. SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this Grant Agreement is for any reason held to be invalid, illegal, or unenforceable, such decision shall not affect the validity of the remaining portions of this Grant Agreement.

25. SUCCESSORS AND ASSIGNS

This Grant Agreement inures to the benefit of and constitutes a binding obligation on Grantee and their respective successors and assigns. Grantee may not assign this Grant Agreement or any of its duties hereunder without the prior written consent of the City.

26. NO-THIRD-PARTY BENEFICIARY

This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.

27. DISPUTE RESOLUTION

Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the parties are not mutually agreeable to mediation or are unable to resolve the dispute, for any reason, within thirty (30) days from the date the dispute was first raised, then such dispute shall be resolved in a court of competent jurisdiction.

APPROVED BY:
THE CITY OF GREAT FALLS

Gregory T. Doyon, City Manager

*subject to City Commission approval

DATE: _____

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT

David Dennis, City Attorney

ACCEPTANCE OF THIS AGREEMENT BY THE GRANTEE - .

