



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
May 03, 2022
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

Police Week/Peace Officers' Memorial Day and National Preservation Month

MILITARY UPDATES

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

PETITIONS AND COMMUNICATIONS

2. Miscellaneous reports and announcements.

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

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

5. 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.

- [6.](#) Minutes, April 19, 2022, Special City Commission Meeting.
- [7.](#) Minutes, April 19, 2022, City Commission Meeting.
- [8.](#) Total Expenditures of \$2,440,622 for the period of March 29, 2022 through April 20, 2022, to include claims over \$25,000, in the amount of \$1,807,816.
- [9.](#) Contracts List.
- [10.](#) Declare Refuse Unit #924, a 2012 Mack LEU613 sanitation truck, as Surplus Property and approve the purchase of one new 2023 Heil Autocar ACX64 tandem axle truck with a Heil Durapack Rapid Rail 28 yard automated sideloader from Kois Brothers Equipment Company Inc. of Great Falls for a total of \$362,310, including shipping.

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

PUBLIC HEARINGS

- [11.](#) Cable System Franchise Agreement between TDS Metrocom, LLC and the City of Great Falls
Action: Conduct a public hearing and approve or not approved the agreement. (Presented by Chuck Anderson)
- [12.](#) Resolution 10456, New or Expanding Industry Tax Benefit for Calumet Refining, LLC., located at 1900 10th Street NE. *Action: Conduct a public hearing and adopt or deny Res. 10456. (Presented by Craig Raymond)*

OLD BUSINESS

NEW BUSINESS

- [13.](#) Annual Audit Contract for Fiscal Years 2022 through 2024. *Action: Award or not award a three year contract for audit services with Anderson ZurMuehlen & Co., P.C. (AZ) at a cost of \$52,000 for Fiscal Year 2022, \$53,000 for Fiscal Year 2023, and \$54,000 for Fiscal Year 2024. (Presented by Melissa Kinzler)*
- [14.](#) Construction Contract for 33rd Street South ADA Upgrades. *Action: Award or not award a contract in the amount of \$217,845 to MRTE Inc, for the 33rd St South ADA Upgrades, and authorize the City Manager execute the necessary documents. (Presented by Paul Skubinna)*
- [15.](#) Refurbish Three 2004 Pierce Enforcer Engines Utilizing ARPA Funding. *Action: Approve or not approve a contract with Hughes Fire Equipment and the related use of \$1,299,337 of ARPA funds for the coordination of repairs and refurbishment of three (3) Pierce Enforcer fire engines to be provided at the Pierce Manufacturing Service Center. (Presented by Jeremy Jones)*

ORDINANCES / RESOLUTIONS

- [16.](#) Ordinance 3243, to assign C-2 General Commercial zoning to the property legally described as Tract A of Certificate of Survey 2248 as well as the eastern half of the adjoining Division Road right of way; and to assign R-6 Multi-family High Density zoning to the western half of the

adjoining Division Road right of way. *Action: Accept or deny Ord. 3243 on first reading and set or not set a public hearing for June 7, 2022. (Presented by Craig Raymond)*

CITY COMMISSION

17. Appointments, Great Falls Citizen's Council.

18. Miscellaneous reports and announcements from the City Commission.

19. 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.

JOURNAL OF SPECIAL COMMISSION PROCEEDINGS
April 19, 2022

Special City Commission Meeting

Mayor Kelly presiding
Commission Chambers Room 206

CALL TO ORDER: 4:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Susan Wolff, Eric Hinebauch, Joe McKenney and Rick Tryon. Also present were (City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Planning and Community Development Director Craig Raymond;) City Attorney Jeff Hindoien and Deputy City Attorney David Dennis; (Chief Prosecutor Neil Anthon; Deputy Prosecutor Mark Dunn; Prosecutor Jacob Walmsley; Paralegal Robin Beatty; Fire Chief Jeremy Jones and Fire Marshall Mike McIntosh; Park and Recreation Director Steve Herrig; Police Chief Jeff Newton;) and Deputy City Clerk Darcy Dea.

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: For transparency, Commissioner McKenney disclosed that Janelle and Dale Yatsko contacted him during his campaign for City Commission about his views on medical marijuana and zoning.

City Attorney Jeff Hindoien responded that a conversation during a campaigning season would not be considered ex parte communication.

PETITIONS AND COMMUNICATIONS

1. None.

NEW BUSINESS

2. **ADMINISTRATIVE APPEAL.**

Mayor Kelly asked for presentation of the staff report.

City Attorney Jeff Hindoien stated that this special meeting is to discuss an appeal from a City staff decision to not issue a Safety Inspection Certificate (SIC) to Janelle and Dale Yatsko for the proposed operation of an adult-use marijuana dispensary within the City of Great Falls.

The City is operating under Ordinance 3054, which prohibits medical marijuana operations in the City of Great Falls. Since that time, I-190 and HB 701 were passed that allow certain activities relating to adult-use marijuana within the City. Staff continues to view the already existing ordinance as still precluding those activities.

Prior to the passage of I-190 and the enactment of HB 701, Kalispell and Billings were the only two other large Montana cities that had not previously allowed medical marijuana activities.

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Kalispell has since enacted a change to their zoning ordinance to allow and regulate adult-use and medical marijuana activities in certain limited zoning districts. Billings took action to refer the question of allowing or prohibiting adult-use marijuana activities within the City to the voters in November of 2021. The voters enacted an ordinance via that referendum to ban such activities.

The options available to the Commission in addressing the current SIC appeal include the following:

OPTION 1: Deny the appeal and uphold the decision of the City Manager affirming the actions of City Staff to not process or issue an SIC to the Appellants for the operation of an adult-use marijuana dispensary within the City of Great Falls, with no further directive to staff.

OPTION 2: Grant the appeal and reverse the decision of the City Manager, and direct City staff to process and issue an SIC to the Appellants for the operation of an adult-use marijuana dispensary within the City of Great Falls.

OPTION 3: Deny the appeal and uphold the decision of the City Manager affirming the actions of City Staff to not process or issue an SIC to the Appellants for the operation of an adult-use marijuana dispensary within the City of Great Falls, and direct staff to:

- A. Prepare and bring forward to the Commission proposed changes to the City's zoning ordinance that would allow for the operation of adult-use marijuana-related activities within the City of Great Falls, and thus allow for the prospective issuance of SICs to operations to be established in compliance with those zoning regulations; or
- B. Prepare and bring forward a proposed referendum package to refer an ordinance prohibiting adult-use medical marijuana-related activities to the voters of the City of Great Falls in November of 2022.

Raph Graybill, Attorney representing Appellants Janelle and Dale Yatsko, provided and discussed a handout of Montana Code Annotated (MCA) 16-12-301. He explained that the issuance of a SIC is not a policy or political decision and that the legislature made a decision that governs how adult-use marijuana is sold in "green" counties. The legislature foreclosed the political discussion and made it a legal decision.

Mr. Graybill explained that the Yatskos have operated a successful medical marijuana dispensary in the county for approximately 14 years and are currently licensed to conduct adult-use sales at that location. Recently, the Yatskos secured a location within the City to operate an adult-use dispensary. A State of Montana inspector confirmed that the proposed location complies with state law requirements, other than securing a SIC.

The issue is not about the denial of a SIC, the issue is about the refusal to process a SIC in the first place because of a City zoning law. Mr. Graybill referred to page 2, section 1(e) of his handout

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that indicates what local governments can do with regard to the regulation, sale and use of adult-use marijuana. Marijuana businesses located in “green” counties, in which the majority of voters voted at the general election to approve HB 190, are not subject to the local government approval process under sections 3 through 6 on page 2 of his handout. He further explained that page 2, section 2(a) indicates that a local government may by ordinance or otherwise regulate a marijuana business located in a “green” county. The legislature provided a mechanism where a “green” county could change to a “red” county by having a referendum. The Legislature’s specific decision to allow adult-use sales in a “green” county overrides any generic self-government authorities that the City might rely on to ban adult-use marijuana sales. Mr. Graybill stated that general powers are given to a City under state law and Cities must follow state requirements.

Mayor Kelly asked if the Commission members had any questions.

Commissioner Tryon inquired about the clearances that the state provided the Yatskos, as well as Mr. Graybill’s interpretation of section 1(e) of MCA 16-12-301.

Mr. Graybill responded that the Yatskos followed all of the state requirements that are imposed on businesses in the county and that the state regulatory structure indicates that local approval is required. A City could encumber the manner of restrictions on future adult-use marijuana dispensaries in the City; however, it cannot regulate them out of existence. If a City has a zoning regulation that prohibits processing this SIC request, then that is the same as banning the operation of adult-use marijuana dispensaries.

Commissioner Tryon further received clarification that Ordinance 3054 would continue to exist if the Commission grants the appeal; however, the ordinance would not apply to an adult-use marijuana dispensary. Commissioner Tryon inquired what would happen to the Yatskos’ proposed business if the Commission grants the appeal but the voters opted to prohibit the sale of marijuana within the city limits.

Attorney Graybill responded that it would be up to the Yatskos to make that determination if it would be worth the risk for their business.

City Attorney Hindoiien added that when Billings sent the issue to the voters, the sale of recreational marijuana had not opened yet; however, since it is now available, it has opened the door for applications by current medical licensees to move forward in Great Falls.

Commissioner Wolff commented that page 2, sections 1(e) and 2 of the handout are conflicting.

Mr. Graybill responded that 1(e) refers to a City’s limitation with regard to banning adult-use marijuana dispensaries and 2 (a) gives a City flexibility with regard to doing inspections of licensed adult-use marijuana dispensaries. The Legislature chose a broad policy that stated cities have to allow adult-use marijuana dispensaries to operate in a “green” county unless a referendum indicates otherwise.

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City Attorney Hindoien added that the statutory language in the handout has nothing to do with the Charter statutory status of a local government and it just sets apart the “red” and “green” counties.

Mayor Kelly inquired if there were other local governments that had to decide whether it should allow businesses that the Federal government considers illegal and state government does not.

Mr. Graybill responded that marijuana regulations are unusual. States have ignored federal law by allowing it and a City should follow state statute first. This is state policy that the City is being asked to follow and implement.

Mayor Kelly received clarification that the reason adult-use marijuana dispensaries want to be in the City limits is because of the legislature.

Mayor Kelly asked if there were any comments from the public in favor of the appeal to have the City staff decision overturned.

Ben Thompson, City resident, commented that citizens had previously voted for allowing adult-use marijuana dispensaries to operate in the City.

Greg Duncan, commented that he has known the Yatskos for many years and has had many business deals with them. The Yatskos are honest, trustworthy, they follow rules and regulations and they would be a good example for other dispensaries.

Mayor Kelly asked if there were any comments from the public in opposition of the appeal to have the City staff decision overturned.

Written correspondence in opposition of the appeal to have the City staff decision overturned was received from City residents **Bill Bronson** via April 17, 2022 email; **Lewis and Kandy Zanto** via April 19, 2022 email and **Carolyn Sluys** via April 19, 2022 email.

Julie Bass, Mental Health Counselor, explained that a petition will be filed with the Cascade County Elections Office to put recreational marijuana on the November ballot in hopes of prohibiting it in the City. She commented that she has seen the effects that marijuana and THC has on young people.

Cheryl Scheer, City resident, commented that Great Falls High School SRO Detective Houston spoke about drug issues and the negative effects of marijuana. Ms. Scheer commented that marijuana use causes students’ academic performance to go down, they lose motivation, have depression and other emotional issues. She explained that studies indicate that pot is a gateway drug and she has witnessed firsthand the effects that marijuana use has on people. Ms. Scheer questioned if the welfare of the young people is more important than those profiting from harming the young and vulnerable.

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Beth Morrison, Substance Abuse Prevention Specialist, requested that, if the Commission considers a referendum, it provide time to create zoning regulations. Ms. Morrison stated that she would be devastated to see marijuana dispensaries in the City because of issues that the youth in the community already face.

Arvid Johnson, City resident, commented that he is a chemically dependent alcoholic who sobered up in 1980 and has worked with many alcoholics and chemically dependent citizens. He explained that marijuana is so much stronger now and is a gateway drug. He suggested that the Commission give more thought to allowing a marijuana dispensary in the City. He urged the community to fight tooth and nail to not allow marijuana dispensaries to operate in the City.

Gaye Lynn Johnson, City resident, concurred with previous opponents and she commented that she has lost several family members due to drug use. She and her husband have volunteered for the past 40 years to help families involved in marijuana and other drug use and have seen the devastation drugs cause.

Nancy Donovan, City resident, concurred with previous opponents and she commented that the community needs more time to think about this. She explained that studies indicate that high levels of THC taken daily can cause severe, irreversible psychosis. She expressed concern with regard to Mr. Graybill's opinion and perception of the MCA. She concluded that the City should not be a more open and accessible community for drugs.

Shane Etzweiler, President/CEO of the Great Falls Area Chamber of Commerce, commented that there are concerns for workforce development and drug use is a factor in that effort. He discussed reports with regard to black market activity and illegal dispensaries in other states that have legalized marijuana.

Steve Zabawa, SafeMontana, Billings, Montana, via cell phone, suggested adding it to the November ballot to opt out of recreational marijuana activities in the City and holding off on everything else until then. He explained that the decision of whether or not to allow marijuana dispensaries in the City should be the voters' decision and not the Commission's. Mr. Zabawa concluded that people who use marijuana are more likely to use stronger drugs.

Mayor Kelly closed the public hearing and asked if there was any comments from the Appellants or Mr. Graybill.

Mr. Graybill commented that the Legislature and I-190 provided time for local governments to plan for the zoning process when recreational marijuana laws would not go into effect until January 2022.

City Attorney Hindoien concurred with Mr. Graybill that this is a legal decision rather than a public policy decision.

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Mayor Kelly asked the will of the Commission.

Mayor Kelly moved, seconded by Commissioner Hinebauch, that the City Commission grant the appeal and reverse the decision of City staff to not process or issue a Safety Inspection Certificate to the Appellants for the operation of an adult-use marijuana dispensary within the City of Great Falls.

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

Commissioner Wolff commented that this is a difficult decision because of the reports from the Crime Task Force about drug issues in the community. The only way she could support the motion on the table would be to have a referendum in November 2022.

Commissioner Hinebauch expressed support of granting the appeal because of state law; however, he would like to know more about the timeline with regard to determining zoning requirements.

Mayor Kelly inquired about the process of putting in place some of the rules and regulations that Mr. Graybill had discussed in section 2(a) of his handout.

City Attorney Hindoien responded that City staff could provide a proposed framework for regulating adult-use marijuana-related activities in the City and a proposed amendment to the City's zoning ordinance to the Commission.

Commissioner Hinebauch expressed support of granting the appeal and moving forward with the zoning and regulatory process as soon as possible.

Commissioner Tryon commented that the Commission is deciding something simple, to grant or not grant a SIC; however, the decision is difficult because of state and federal laws. He expressed support of not granting the appeal and moving forward with a referendum to let the voters decide.

Commissioner McKenney explained that he is divided because of his conservative principles. He expressed opposition to granting the appeal, but agreed that the voters should reconsider the issue with a referendum.

Mayor Kelly expressed concern for families affected by drugs and is moved by the community effort to prevent young people access to drugs. He commented that the issue is not a debate about the merits of marijuana itself, it is about following the directive of the law. Mayor Kelly concluded that he respects the Yatskos for the business they are trying to bring to the community and that he is not personally against what they do; however, the community is dealing with a highly emotional issue.

After a brief parliamentary discussion, Mayor Kelly withdrew his main motion and made the following new motion.

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Mayor Kelly moved, seconded by Commissioner McKenney, that the City Commission deny the appeal and uphold the decision of the City Manager affirming the actions of City staff to not proceed within the City of Great Falls and direct staff to prepare and bring forward a proposed referendum package to refer an ordinance prohibiting adult-use and medical marijuana-related activities to the voters of the City of Great Falls in November of 2022, and along with that referendum package, include the rules and regulations that the City would propose going forward so that those businesses would be aware of what those restrictions or regulations would be.

Mayor Kelly asked if there was any further discussion amongst the Commissioners. Hearing none, Mayor Kelly called for the vote.

Motion carried 4-1 (Commissioner Hinebauch dissenting)

ADJOURNMENT

There being no further business to come before the Commission, **Mayor Kelly moved, seconded by Commissioner Wolff, to adjourned the special meeting of April 19, 2022, at 5:40 PM.**

Motion carried 5-0.

Mayor Bob Kelly

Deputy City Clerk Darcy Dea

Minutes Approved: May 3, 2022

JOURNAL OF COMMISSION PROCEEDINGS
April 19, 2022

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM

Commission Chambers Room 206

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 Paul Skubinna; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; City Attorney Jeff Hindoien and Deputy City Attorney David Dennis; Police Chief Jeff Newton; and, City Clerk Lisa Kunz.

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: For transparency, Commissioner McKenney commented that Agenda Item 11 pertains to a Choice Hotel. He disclosed that his wife is a manager of a different Choice Motel under different ownership. Commissioner McKenney referred to Agenda Item 14 and further disclosed that he was a former owner of the Cartwheel Bar.

PROCLAMATIONS: Arbor Day (April 29, 2022) Park and Recreation Director Steve Herrig announced that the City received the Tree City USA award for 41 consecutive years.

Earth Day (April 22, 2022) David Saslav, Citizens for Clean Energy, announced that Cascade County is the third county in Montana to authorize the C-Pace funding initiative. Great Falls business owners can investigate these financial opportunities at <https://lastbestpace.com>. Gerry Jennings invited everyone to the Golden Triangle Resource Council's Launch Party on April 28, 2022 at 6 PM at the Celtic Cowboy. The Council's mission is to bring farmers, ranchers, Native people and other concerned citizens together from Cascade, Chouteau, Teton, and Pondera Counties to build diverse coalitions in service of the land and the people who live here.

COMMUNITY INITIATIVES

1. ALABAMA WORKS TRIP UPDATE FROM COMMISSIONER WOLFF AND CHAMBER OF COMMERCE.

Commissioner Wolff read a prepared statement summarizing her March 9-10, 2022 trip and presented YouTube videos: HS Ready to Work and Great Falls Trip to West Alabama Works.

In 2021 the West Alabama Chamber was named Chamber of the Year largely due to the West Alabama Works! Program and the Chamber's efforts during the COVID pandemic. West Alabama Works! is the #1 workforce education program in the country. It is a 9 county, results oriented, business led coalition. She and 23 others from Great Falls and one person from Helena traveled to Alabama to learn about their workforce program. She discussed the similarities, challenges and opportunities of both Tuscaloosa, Alabama and Great Falls, Montana. Career pathways being developed in Great Falls include Certified Nursing Assistant, Certified

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Medication Aid, Paid Feeding Assistant, Commercial Driver's License program, and, long-standing information tech apprenticeships between Great Falls College MSU and DA Davidson.

Shane Etzwiler, President and CEO of the Great Falls Area Chamber of Commerce, shared statistics regarding why it is so important to be involved in workforce development. During the 1970's to mid-1990's two-thirds of graduates had a job before graduating from high school. Today, that statistic is one-third. High school students learn soft skills when they also have a job. The Chamber is focused on key industries: construction and trades, medical and healthcare, and manufacturing. The Chamber is looking forward to the opportunity to create partnerships and pathways going forward. A 12-page strategic plan was recently developed, and the Chamber is very focused on what they want to accomplish for the community.

Scott Wolff, Director of Workforce Education Coalition and Development, commented that the Chamber is getting ready to launch the strategic plan - Central Montana Works. The Chamber is planning for the Worlds of Work event scheduled for October 18, 2022 at the University of Providence and Great Falls College MSU. The Chamber is also starting an Educator Workforce Academy this fall for teachers, pathway advisors and counselors geared specifically toward having those educators going out into the community and seeing what jobs and opportunities for employment are available.

Commissioner Wolff added that both Malmstrom Air Force Base and Montana Air National Guard are very involved in this effort. She invited all employers to get involved and adopt a school.

PETITIONS AND COMMUNICATIONS

2. **Ruth Wardell**, City resident, spoke in opposition to any efforts of building more homeless housing or shelters, as well as the efforts of the self-appointed board of the Big Sky Country National Heritage Area to get Cascade County and part of Chouteau County into a National Heritage Area.

Daniel Hartzell, City resident, discussed his personal court matters. He commented he would be gathering signatures and bringing forward a petition for the removal of Mayor Bob Kelly.

NEIGHBORHOOD COUNCILS

3. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

BOARDS AND COMMISSIONS

4. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

CITY MANAGER

JOURNAL OF COMMISSION PROCEEDINGS**April 19, 2022****5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon congratulated recently sworn in Great Falls Police Officer Jordan Aliperto. He recognized Great Falls Police Department 911 Dispatch personnel that recently received awards during Public Safety Telecommunicators Week: Doug Wreford, Dakota Lugo, Rebecca Schultz, Thalia Yancey, Logan Lewis, Robert Ayres, as well as Brandon Skogen who was instrumental in problem solving with the Zuercher 911 dispatching software at the facility.

Manager Doyon commented that the City applied for ARPA funds for two projects, one of which was a Public Works project previously identified. Staff is actively seeking cost information and have put some projects out to bid in response to the tier-1 projects identified by the Commission. The next time the Commission hears about some of these projects will be at a meeting to award a contract, or staff will advise the Commission that the costs are greater than previously thought and will bring forth a plan of action at that point. The harsh reality is that dollars are not going to stretch as far as originally thought.

Manager Doyon congratulated Susie McIntyre who will be recognized at the YWCA Salute to Women 2022 Gala.

Planning and Community Development Director Craig Raymond reviewed and discussed photos of progress made on the Civic Center façade project (OF 1525.2). The project is on schedule, with a full year to go. Director Raymond acknowledged the great team managing the project.

CONSENT AGENDA.

6. Minutes, April 5, 2022, City Commission Meeting.
7. Total Expenditures of \$2,518,541 for the period of March 17, 2022 through April 6, 2022, to include claims over \$25,000, in the amount of \$1,969,625.
8. Contracts List.

Commissioner Tryon moved, seconded by Commissioner Wolff, 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**9. RESOLUTION 10447, EXPANDING THE BOUNDARIES OF THE GREAT FALLS BUSINESS IMPROVEMENT DISTRICT.**

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

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Finance Director Melissa Kinzler reported that Montana Code Annotated provides statutory authority to the City Commission to expand the boundaries of the Great Falls Business Improvement District. Adoption of Resolution 10447 pertains only to the expanded area.

The City of Great Falls has been presented with petitions signed by 71.21% of the property owners within the proposed expanded area to be included in the District. Pursuant to MCA 7-12-1111(1), upon receipt of a petition signed by the owners of more than 60% of the area of the property proposed in the petition to be included in a district or in the expansion of a district, a governing body shall establish a district or expand a district as provided in this part.

Staff mailed letters regarding the City's intention to expand the boundaries of the district along with a copy of the published legal notice, and outlined the protest procedures. During the 15-day protest period, zero protest letters were received by the City regarding the expansion of the district. No direct fiscal impact to the City is anticipated as a result of expansion of the district. All costs are assessed against the properties within the boundaries of the district and those costs will be used to benefit the downtown area. The proposed expanded area will bring in an estimated \$15,848 in assessments.

Staff recommends that the City Commission conduct a public hearing and adopt Resolution 10447 to expand the Business Improvement District.

Joan Redeen, Community Director of the Great Falls Business Improvement District, 318 Central Avenue, reported that the Great Falls Business Improvement District (BID) is the second oldest BID in the state. The BID was originally created in 1989, and successfully recreated in 1999, 2009, and 2019. In 2009, the BID was renewed with a 71.98% approval rating. In 2019, the approval rating was 83.32%. In 2009, the tax base of the BID was about \$65 million dollars. The BID's tax base is now \$114+ million dollars. Since the 2019 renewal, several property owners outside of the BID have asked to be included within the boundaries. The BID responded by petitioning for this expansion of the BID boundaries.

The mission of the BID is to represent the unique interests of the businesses and property owners located within the district. The goal of the BID is to create an environment that is appealing to shoppers, office workers, residents, tourists, new businesses and investors. Overall, the BID is responsible for downtown revitalization through economic development, real estate development, short and long range planning, grant program administration, and physical and environmental improvement programs.

Adoption of Resolution 10447 will add an additional 20 parcels to the BID boundaries. Of those 20 parcels, 16 voted in favor, 2 did not respond which constitutes a "no" vote, and 2 parcels voted in opposition. The resounding response of those 16 parcels is making a statement that the BID is providing something that property owners want and need.

Community Director Redeen urged the Commission to approve Resolution 10447 to allow the BID to expand the good work they are doing downtown.

Mayor Kelly asked if the Commission members had any questions.

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Commissioner McKenney requested examples of how the funding has been used in the past.

Community Director Redeen explained some of the services the BID provides are snow removal, tree maintenance, holiday décor, flowers, trash removal, beautification including public art, banners, and the pedlet program.

Commissioner McKenney inquired about grants for building improvements.

Community Director Redeen responded that, between 2009 – 2018, the BID invested over \$1.1 million dollars in grants in the properties downtown. The BID has not had a grant program the past few years. The BID Board is currently discussing bringing the grant programs back on July 1, 2022. The BID was also instrumental in establishing the TIF programs for property owners within the Downtown Urban Renewal District. Those programs include façade, code enforcement and environmental safety. The BID Board is also considering a grant to fund a month's rent for new businesses that open within the boundaries, and possibly bringing back an interior grant for redevelopment.

Commissioner Tryon inquired the number of employees of the BID.

Community Director Redeen responded that she is the only part-time employee.

Mayor Kelly asked if there were any comments from the public in favor of Resolution 10447.

Brett Doney, Great Falls Development Authority, commented that the BID was a key partner in the founding of the Downtown TIF District, Master Plan, and the Downtown Development Partnership.

Alison Fried, Owner of Dragonfly Dry Goods and BID board member, commented that the members go out and physically talk to all of their neighbors to get feedback. If there was any miscommunication or doubt in voting for BID renewal or expansion, the owners are made aware of all that the BID offers. Businesses want to be included in the district to have those services in place, and have the connection of community that they are seeing downtown.

Kelly Pierce, Downtown Great Falls Association (DGFA), 318 Central Avenue, commented that she shares an office and works closely with the BID. She explained that the DGFA works to promote downtown and to service the master plan boundary area, and the BID works to make downtown beautiful within its boundaries. An affirmative vote is a huge step forward in making all of downtown, one downtown. She expressed appreciation for the work of the BID Community Director and Board for the revitalization of downtown. It is important to continue the expansion and revitalization efforts.

Sherrie Arey, NeighborWorks Great Falls and BID board member, commented that it is clear that expanding the BID boundaries is value added economic development.

Daniel Hartzell, City resident, commented that he has helped downtown by cleaning windows, painting fire hydrants, and sweeping. He suggested using inmates to help clean up downtown.

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Jolene Schalper, property owner within the BID at 101 and 111 Central Avenue, commented that she and her husband are in favor of Resolution 10477. It is important to note that the money is a self-imposed tax by the property owners, and the property owners vote on how to apply the tax monies via participation at board meetings.

Written comments in support were submitted by **Brian Kaufman**, President of Kaufman's Menswear Center, 411 Central Avenue; **Shane Etzwiler**, President/CEO of the Great Falls Area Chamber of Commerce, 100 1st Avenue North; **Andy Ferrin**, property and business owner of Ferrins Furniture, 308 1st Avenue South, Enbar and The Block, #4 5th Street South, and The Newberry, 420 Central Avenue, and **Ashley Forde**, Commercial Banking Representative on behalf of First Interstate Bank.

No one spoke in opposition to Resolution 10447.

Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Hinebauch moved, seconded by Commissioner Wolff, that the City Commission adopt Resolution 10447, to expand the boundaries of the Great Falls Business Improvement District.

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

Commissioner McKenney noted that he was contacted by many property owners in favor of Resolution 10447.

Commissioner Wolff commented that it is wonderful to have artist come to town during Artfest and be supported by the BID and all of the business owners in beautifying areas of the community.

Commissioner Tryon commented it is amazing that 16 out of 20 businesses stepped forward in favor of being taxed to be included within the boundaries and receive BID services.

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

Motion carried 5-0.

10. RESOLUTION 10448, ESTABLISHING RESIDENTIAL AND COMMERCIAL SANITATION SERVICE COLLECTION RATES EFFECTIVE MAY 1, 2022.

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

Public Works Director Paul Skubinna reported that the requested action is to conduct a public hearing on Resolution 10448 that establishes and revises rates for residential and commercial sanitation services. More detailed information and an assessment of the municipal solid waste collection services was presented at the April 5, 2022 work session. The Sanitation Department continues to service more and more customers per each staff member year after year.

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Drivers for the proposed rate increases are due, in part, to operational costs skyrocketing. Staff anticipates that fuel expenses will increase approximately \$100,000 this year. He added that a significant part of a sanitation budget is personnel costs, and projecting what recruitment and retention will look like into the future is concerning. There are also capital expenses in trying to maintain a functional fleet of garbage collection apparatus.

With the proposed increases, Great Falls' rates remain some of the lowest among the larger municipalities in Montana. Adoption of Resolution 10448 will help put Great Falls in a position to continue to provide this essential public health based service.

Mayor Kelly asked if the Commission members had any questions.

Commissioner Tryon thanked Director Skubinna for the proposed senior citizen rate going up less than \$1.00. He asked for an explanation of what the senior citizen discounted rate is and why those cost increases could not be dispersed to others not on a fixed income.

Director Skubinna responded that the senior citizen rate is already significantly discounted, and they are receiving the same services that are being supported by other customers. It is a difficult time for everybody and he does not take that lightly. Staff felt it was more appropriate to propose a little bit of an increase to everybody across the board.

Director Kinzler added that staff did do an analysis. To qualify for the 30% discounted rate, people must be over 65 years of age and be the primary resident or occupant of the residence. The contact number to set up the discounted rate is 406-727-7660. At the request of Commissioner Tryon, Director Kinzler will also provide that information in the utility billing inserts.

Mayor Kelly asked if there were any comments from the public in support of or opposition to Resolution 10448.

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

Mayor Wolff moved, seconded by Commissioners Hinebauch and Tryon, that the City Commission adopt Resolution 10448 establishing residential and commercial sanitation service collection rates effective May 1, 2022.

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

Commissioner McKenney commented that he would rather see small inflationary fee increases each year than a large amount every five or 10 years to deal with delayed or deferred maintenance.

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

Motion carried 5-0.

JOURNAL OF COMMISSION PROCEEDINGS**April 19, 2022****11. RESOLUTION 10452, REMODELING, RECONSTRUCTION OR EXPANSION OF CERTAIN COMMERCIAL BUILDINGS OR STRUCTURES; TAX BENEFIT FOR STARRY NIGHT HOSPITALITY, LLC, 621 CENTRAL AVENUE.**

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

Planning and Community Development Director Craig Raymond reported that the applicant, Starry Night Hospitality, LLC, is undertaking a significant remodel of the Greystone Inn and rebranding it as The Gibson, which will be a boutique hotel. The property sits at the entrance of the downtown corridor on the northwest corner of 7th Street and Central Avenue. The owner has had plans to remodel the hotel for over two years but had to postpone the project due to the Covid pandemic. Now that the applicant is ready to resume the project, a tax abatement is being requested to help offset recent increases in construction costs.

This particular tax abatement request is subject to the provisions of MCA 15-24-1501, which provides local government the option of approving requests for tax benefits for the Remodeling, Reconstruction, or Expansion of Existing Buildings or Structures. There are multiple types of tax abatement programs in the State of Montana and each project has to assess whether their particular project fits within the statutory guidelines. This particular request is a five-year benefit that slowly increases the property tax to its full value over a five-year period following the construction period.

Upon receiving a complete application and narrative, staff analyzes the project and application and will issue findings or opinions of conformance to criteria adopted in 2015 by Commission Resolution 10119. One unique issue with this request is that the project is located within the Downtown TIF District. If the abatement is approved, those increment funds that would ordinarily go into that TIF district will be delayed over a five year period. The total cost or impact to the TIF district is estimated to be \$328,860.

Staff finds that the project meets both state statutory requirements and appears to be a good fit considering the criteria in Resolution 10119.

Applicant, **Ty Rollins**, representing the ownership group of Starry Night Hospitality, commented that the original purchase of the Greystone Inn was October 2019, and the project was expected to get across the finish line in March 2020. All loans at that time were put on hold due to the pandemic. He expressed appreciation to the Commission for consideration of this request to help get the project across the finish line.

Mayor Kelly asked if the Commission members had any questions.

Commissioner McKenney inquired if there was a timeline for the construction to be completed before the abatement applied.

Director Raymond responded that staff has the ability to adjust the timeline on the construction period to meet any unforeseen circumstances.

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Commissioner Tryon inquired when the ownership group received the BID grants for this project.

Applicant Rollins responded 2019, before the pandemic.

Commissioner Tryon received clarification that staff's affirmative recommendation took into account the Downtown TIF's healthy fund balance.

Mayor Kelly asked if there were any comments from the public in support of Resolution 10452.

Joan Redeen, Great Falls Business Improvement District, 318 Central Avenue, clarified that The Gibson project was awarded \$62,500 in grant funds from the BID on November 14, 2019. However, the BID grant programs work in such a way that the projects are not financially funded until the project is completed. The BID has historically been in support of tax abatement requests within the BID boundaries and urban renewal district. The BID supports this fantastic project for downtown.

Brett Doney, Great Falls Development Authority, commented this is an aspirational project that will spur more redevelopment. It will be the second boutique, high-end hotel downtown. GFDA issued a \$950,000 loan commitment for the project and feel strongly about downtown revitalization, and supporting the tourism industry efforts to bring in those cultural tourists that are willing to spend money on a unique property and spend money in the community. Not only will the tax abatement help overall, it will particularly help in those early years while they are building clientele. This \$5.8 million dollar project is a major investment in downtown Great Falls. It is exciting seeing the momentum of new businesses and thriving existing businesses.

Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10452.

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

Commissioner Tryon moved, seconded by Commissioner Hinebauch, that the City Commission adopt Resolution 10452.

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

Commissioner McKenney commented that the motel property has been an ongoing concern, closed for many years, and an eyesore. He thanked the entrepreneurs for taking a risk and developing the property. It will be an asset for the downtown area and for the community.

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

Motion carried 5-0.

JOURNAL OF COMMISSION PROCEEDINGS**April 19, 2022****12. RESOLUTION 10453, REMODELING, RECONSTRUCTION OR EXPANSION OF CERTAIN COMMERCIAL BUILDINGS OR STRUCTURES; TAX BENEFIT FOR CMSC, LLC (DOC-GREAT FALLS HOLDING, LLC), 3010 15TH AVENUE SOUTH (GREAT FALLS CLINIC AND HOSPITAL).**

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

Planning and Community Development Director Craig Raymond reported that Great Falls Clinic is planning a large expansion project at the hospital located at 3010 15th Avenue South. The estimated cost of the project is approximately \$55,000,000, which will include a new three-story tower that will add 75 beds, and other patient services and patient support resources. The Great Falls Clinic anticipates the expansion will create 150 new full-time positions in addition to their current 600+ employees. Specifically, the new facilities will include a cardiac diagnostic and intervention suite, intensive care unit, medical surgical inpatient unit, surgery, laboratory, procedure, pharmacy, radiology, recovery, administration, and outpatient areas. Great Falls Clinic anticipates the project will break ground this year and be completed in 2024. This is not an insignificant project. The abatement will have a noticeable effect on the general fund over a five-year period. The total cost is estimated to be \$397,168 which is based on estimates of costs and values of the property upon completion of the project.

Director Raymond noted that the prior agenda item abatement request and this request are significantly different in size, scope and value, and the cost of the abatement appears to be essentially equal. He explained that is because Resolution 10452 was in a TIF district and had no County tax impact. This project may request an additional abatement through the county and could, if approved, have an additional impact of approximately \$1.5 million of county taxes.

This tax abatement request is also subject to the provisions of MCA 15-24-1501, and all of the same rules apply as well as the same process for review. Staff finds that the project meets both state statutory requirements and appears to be an approvable request considering the criteria in Resolution 10119.

Applicant, **Ben Worrell**, McGuire Sponsel LLC, a specialty tax group based out of Indianapolis, Indiana, commented that he has been working with Great Falls Clinic Hospital for over a year now as they anticipate the successful conclusion of this project. He introduced Ms. Hailey Denser, Chief Administrative Officer of Great Falls Clinic Hospital.

Mayor Kelly asked if the Commission members had any questions.

Commissioner McKenney discussed rising costs of new technologies, bringing new drugs to the market, lawsuits, and lack of competition. He inquired if the new or expanded specialty care services of Great Falls Clinic Hospital will help keep price increases down.

Applicant Worrell responded yes, it would create more opportunity to access the healthcare that is necessary. In addition, he referred to page 74 of the agenda packet and the analysis of the economic ripple effect of what happens when a project of this magnitude comes into a town. The new job creation as well as the impact of \$55 million in new investment has a direct and indirect impact on the community.

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Mayor Kelly asked if there were any comments from the public in support of Resolution 10453.

Brett Doney, Great Falls Development Authority, commented that the economic impact of healthcare is immense. For a long time a community the size of Great Falls exported healthcare. Having healthy competition helps attract skilled medical people because they know they have options. People are now traveling to Great Falls for specialty and preventative medical care. A key factor to keep talent or attract talent to Great Falls is healthcare, housing availability, quality of the schools and parks, and public safety. GFDA has retained a firm that will be working with the Clinic, Benefis, the College and University, Touro, and many others to build up the industry in Great Falls. To see this happen now in the environment that we are in is extremely exciting. He urged the Commission's support to keep the forward momentum going.

Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10453.

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 Resolution 10453.

Mayor Kelly asked there was any discussion amongst the Commissioners. Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

13. RESOLUTION 10456, NEW OR EXPANDING INDUSTRY TAX BENEFIT FOR CALUMET REFINING, LLC., LOCATED AT 1900 10TH STREET NE.

Planning and Community Development Director Craig Raymond reported that Calumet Refining, LLC., has launched a project to convert a portion of its Great Falls plant to allow for the production of renewable fuels. When the investments in the project are completed, the renewable fuel production output is anticipated to be between 10,000 to 15,000 barrels per day while its conventional fuel production will be reduced by an equivalent output.

The applicant estimates that the totality of the investment needed to fully implement the renewable fuel conversion project will be approximately \$300 million. The applicant is working with the State of Montana Department of Revenue to obtain a permanent property tax abatement on approximately \$250 million of this investment. This is classified as a Montana State Air or Water Pollution Control and Carbon Capture Equipment Abatement. The decision on that request is strictly the purview of the State of Montana and is anticipated to occur by the end of the 2022 calendar year. The applicant is basing its New or Expanding Industry Tax Abatement request on the approximately \$50 million of investment that is not captured by the State's abatement.

This abatement request is vastly different from the previous two agenda items that were Remodeling, Reconstruction or Expansion of Commercial Buildings. This abatement request is

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filed under MCA 15-24-1402 New and Expanding Industry provisions. Staffs' procedure for processing these abatements is essentially the same; however, in most cases the process will be longer due to the timeframe it takes to get accurate data from the State Department of Revenue for industrial type projects. The appraisal and estimate is far more complicated.

The total cost to the City's general fund for this request is estimated to be \$2,777,982 over a 10-year period.

Staff finds that the project meets both state statutory requirements and appears to be an approvable request considering the criteria in Resolution 10119. He concluded that the total cost of nearly \$2.8 million dollars should be weighed carefully against increasing needs and pressures of the general fund.

Staff requests that the City Commission set the public hearing to consider Resolution 10456 for May 3, 2022.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission set a public hearing on May 3, 2022 to consider Resolution 10456.

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

Ron Colwell, representing Calumet Montana Refining and Montana Renewables, commented that he appreciates Commission consideration to set this matter on the agenda for May 3, 2022. He also expressed appreciation to Planning staff for their help in putting the application together. He requested the Commission consider several points of interest. The History Museum recently awarded Calumet a legacy award for being in Great Falls for 100 years. He noted that does not happen without the community. The City of Great Falls has grown around Calumet. It is a legacy what this refinery has laid out here and is now stepping into a new path. That path actually aligns itself up very well with the growth goals and policies of the City. There is a lot of intrinsic value in those growth policies before the City. The aggregated value of \$2.8 million dollars is kind of a shocker. But, he encouraged the Commission to look at what the refinery has brought to the State of Montana. He provided and discussed portions of an interim report by Patrick Barkey, with the Bureau of Business and Economic Research, University of Montana, noting the ripple effect of the refinery's economic impact upon not only the community of Great Falls, but Cascade County and the State of Montana. The total employment impact of the refinery in the State of Montana is 2,643 jobs, for a total personal income of \$223.6 million dollars annually. The ripple effect of the refinery is a little over a billion dollars annually.

Mr. Colwell further reported that the refinery spent \$500 million for its expansion in 2015-2016, and this project is \$300 million dollars. That equates to three-quarters of a billion dollars that has been invested by Calumet into this refinery. Taking this step into renewables is putting Great Falls on the map in the renewable fuels world. There is no other renewable fuels business in the State of Montana.

Brett Doney, Great Falls Development Authority, commented the benefits that GFDA sees are not only directly tied to this project, but is a value added ag project. GFDA is working hard to attract an oil seed crushing operation in Great Falls. This has been a difficult project to make

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happen. GFDA has others in the works. A lot of eyes are watching what happens with this project. Great Falls needs commercial investment and industrial investment.

Representative Lola Sheldon Galloway, not a City resident, commented that this idea was presented to State Legislators in July and received a lot of enthusiasm regarding bringing that ag product here to the golden triangle. Calumet provides good jobs for Great Falls, which makes better neighborhoods and helps the economy.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

ORDINANCES/RESOLUTIONS

14. **RESOLUTION OF INTENT 10455, INTENTION TO VACATE A PORTION OF 10TH ALLEY SOUTH BETWEEN 19TH STREET AND 20TH STREET.**

Planning and Community Development Director Craig Raymond reported that Talcott Properties LLC, representing Mountain West Bank as the property owner, is requesting the vacation of a portion of 10th Alley South between 20th Street South and 19th Street South, to make it feasible for a new restaurant building to be constructed on the site addressed as 1900 10th Avenue South.

Currently, the northern half of the property north of the alley is occupied by the former Cartwheel Casino. The southern half of the property is vacant. The site has many unique challenges that make new construction of a commercial building and sufficient parking difficult, particularly the steep grades of the northern portion of the site as well as the alley itself.

The applicant is proposing the partial vacation of the alley, and to move or reroute the alleyway traffic and existing utilities to accommodate more buildable area on the site. The proposed site plan shows that the alleyway will be curved and directed south to an access point on 11th Avenue South. This path for alley traffic has been designed to preserve the ability to continue sanitation, business deliveries, and emergency services for the owners of properties along the alley between 19th Street South and 20th Street South, as well as improve the grade for vehicles. Currently, the alley splitting the site has a slope of approximately 10 percent. The proposed relocated alley would have a slope of just over 3 percent. The proposed alley plan includes gradual turning radii to show that large vehicles will still be able to navigate the curved alley through the site. If the alley is vacated, the City will retain an access easement that incorporates the new alley pathway. Maintenance responsibility for the relocated alley would also be transferred to the owner.

The applicant is also proposing to realign the sewer main that currently runs down the alley. The utility relocation will be reviewed and approved by City staff if the vacation of the alley is approved by the Commission. Additionally, storm water running from east to west along the alley travels at a higher rate due to the alley's steep slope. The applicant has provided the City with preliminary plans to capture this storm water and pipe it off the property. This proposal is also subject to further City review after a more detailed submission of information. This request for

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vacation of rights of way is a complicated project with a lot of moving parts. It will require careful and committed execution of the project to be successful.

Staff requests that the City Commission adopt Resolution of Intent 10455 and set a public hearing for May 17, 2022 to consider the final approving resolution.

Commissioner Wolff moved, seconded by Commissioner Hinebauch, that the City Commission adopt Resolution of Intent 10455 and set a public hearing for May 17, 2022.

Mayor Kelly asked if there were any comments from the public or discussion amongst the Commissioners. He asked City Attorney Hindoien to explain what a resolution of intention is.

City Attorney Jeff Hindoien responded that it part of the statutory framework unique to vacations of public rights of way.

Brad Talcott, City resident, discussed all of the challenges with the lot on 10th Avenue South, but noted the hurdles are not quite as high as presented. This customer will be new to the community and he believes will be well received by Great Falls. Most importantly, the lot will be redeveloped. There will not be many opportunities to redevelop this lot into a successful business operation. He does not think there has ever been this much engineering in a city lot by their civil engineers. He urged the Commission to set the public hearing and ultimately a positive vote. Mr. Talcott concluded that this client is able to spend the money for site improvements on this lot, and it will be a positive improvement for the corridor.

Brett Doney, Great Falls Development Authority, commented that it is exciting to see 10th Avenue properties being redeveloped. The business will be a great addition to the community and this brand will help spur more redevelopment.

Commissioner Wolff commented that she is particularly excited to see the redevelopment going on. She believes the Touro Medical College coming here and the expansion of the Great Falls Clinic is spurring development that will continue. She thanked contractor Brad Talcott for providing this opportunity.

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

Motion carried 5-0.

CITY COMMISSION**15. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

16. COMMISSION INITIATIVES.

None.

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ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of April 19, 2022, at 9:22 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: May 3, 2022



Commission Meeting Date: May 3, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD	MAR 29, 2022 - APR 13, 2022	585,115.84
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	APR 7, 2022 - APR 20, 2022	1,855,506.30
	TOTAL: \$	<u><u>2,440,622.14</u></u>

DEBT SERVICE

DOWNTOWN TID BONDS

TALISMAN CONSTRUCTION SERVICES	CIVIC CENTER FAÇADE	182,024.37
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ENTERPRISE FUNDS

DEPT OF ENVIRONMENTAL QUALITY	WWTP ANNUAL OUTFALL CHARGES	25,764.25
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PARKING

STANDARD PARKING CORPORATION	PARKING PROGRAM CONTRACT JAN 2022	36,054.04
STANDARD PARKING CORPORATION	PARKING PROGRAM CONTRACT FEB 2022	35,448.88

INTERNAL SERVICES FUND

HEALTH & BENEFITS

HEALTH CARE SERVICE CORPORATION	BCBS HEALTH CARE	895,161.20
SUN LIFE FINANCIAL	SUN LIFE DENTAL AND VISION	40,982.99

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	DIESEL / GASOLINE	35,436.20
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	87,160.02
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	51,730.09
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	68,240.66
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT	128,603.82

UTILITY BILLS		EMPLOYEE & EMPLOYER CONTRIBUTIONS	
ENERGY KEEPERS	ELECTRICITY CHARGES FOR MARCH 2022	43,465.50	
ENERGY WEST RESOURCES	NATURAL GAS FOR MARCH 2022	29,799.95	
HIGH PLAINS LANDFILL	SANITATION FOR MARCH 2022	87,236.01	
NORTHWESTERN ENERGY	SLDR CHARGES FOR MARCH 2022	60,707.53	
CLAIMS OVER \$25000 TOTAL:		\$	<u>1,807,815.51</u>

CITY OF GREAT FALLS, MONTANA**COMMUNICATION TO THE CITY COMMISSION****DATE: May 3, 2022**

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR' S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Public Works/Engineering	Konceptio Data Services, LLC d/b/a KDS Networks	Spring 2022 – Spring 2023	\$2,400/yr for a ten (10) year term	Agreement for Occupation of the 10 th Street Bridge, By Fiber; non- exclusive use of the 10 th Street Bridge to run fiber across the Missouri River. The yearly fee paid by KDS shall be deposited in the Contributions and Donations budget account for maintenance of the 10 th Street Bridge OF 1784.5

B	Park & Recreation/ Legal Department	Babb Land Surveying, Inc.	Current	\$16,666.77 PSA + \$11,061.00 Amendment 1+ <u>\$12,917.23</u> Amendment 2 \$40,645.00	Ratification of Professional Services Agreement (PSA) and Amendments 1 and 2 to complete all research, calculations, surveying, drafting, consultation and coordination for approval required to produce a Certificate of Survey to accomplish a boundary line adjustment, retracement of existing parcels and aggregation of existing parcels for the parcels that presently make up the Pasta Montana, LLC Lease Parcel area; produce six easement legal descriptions and exhibits; and, complete work necessary to effect dedication of 25 th Street R/W and River Road R/W adjacent to parcels CR: 2022.2; 2021.30
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Commission Meeting Date: May 3, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Declare Surplus Property and Approve One New Tandem Axle Truck with Sideload Refuse Packer

From: Doug Alm, Vehicle Maintenance Manager

Initiated By: Public Works Department

Presented By: Paul Skubinna, Public Works Director

Action Requested: Declare as Surplus Unit #924; and Approve Purchase of One New Tandem Axle Truck with Sideload Refuse Packer

Suggested Motion:

1. Commissioner moves:

Motion #1:

"I move that the City Commission (declare/not declare) Refuse Unit #924, 2012 Mack LEU613 as Surplus."

Motion #2:

"I move that the City Commission (approve/reject) the purchase of one new 2023 Heil Autocar ACX64 with a Heil Durapack Rapid Rail 28 yd automated sideloader from Kois Brothers Equipment Company Inc. of Great Falls, through Sourcewell, formerly known as NJPA, for a total of \$362,310, including shipping."

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

Staff Recommendation: Staff recommends that the City Commission approve declaring as surplus Refuse Unit #924, and approve the purchase of one new 2023 Heil Autocar ACX64 with a Heil Durapack Rapid Rail 28 yd automated sideloader from Kois Brothers Equipment Company Inc. of Great Falls, through Sourcewell, formerly known as NJPA, for a total of \$362,310, including shipping."

Background:

Significant Impacts

Unit #924 is a 2012 Mack LEU613, VIN# 1M2AU020C0CM006339 and has logged 99,322 miles and 5,452 service hours. This is the oldest residential truck in the fleet. The average targeted residential truck life span is 6-8 years. Unit #924 is not eligible for trade-in. If declared as surplus, Unit #924 will be sold or disposed of per OCCGF 3.4.070.

Workload Impacts

Replacement equipment is necessary to maintain current levels of service.

Purpose

The Sanitation Division provides an essential service for the City of Great Falls. Properly functioning equipment is a necessity to providing this essential service safely and efficiently. The proposed Heil ACX64 will replace unit #924 and will be delivered and deployed in July 2023 to maintain the City's current level of service for residential solid waste collection.

Evaluation and Selection Process

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

Fiscal Impact: This truck purchase will replace Unit #924. This vehicle will be sold on Public Surplus or disposed of at a later date.

Alternatives:

Alternative #1:

The City Commission could vote to reject declaring as Surplus, Unit #924 2012 Mack LEU613, VIN #1M2AU020C0CM006339. There is no trade-in offer on this truck. It would have to be sold off as scrap metal.

Alternative #2:

The City Commission could vote to reject the purchase of this new Heil ACX64 Garbage Truck. Sanitation would likely be able to maintain service at its current level for a short period of time; however, eventually, the City would be unable to meet the needs of its residential customer base.

Attachments/Exhibits:

Sourcewell - Kois Brothers Equipment Company Inc. Heil Quote
Sourcewell Contract Heil #091219-THC

Customer: 7725

Quote to: CITY OF GREAT FALLS

FISCAL SERVICES

P.O. BOX 5021

GREAT FALLS MT 59403-5021

PAGE 1

* QUOTE *

HEIL READY TRUCK CHASSIS- HEIL SOURCEWELL# 091219-THC

2023 AUTOCAR ACX64 CAB-OVER CHASSIS

CUMMINS L9 360HP ENGINE

ALLISON 4500 RDS AUTOMATIC TRANSMISSION

66,000 GVWR

STANDARD CHASSIS WARRANTY

CHASSIS PRICE----- \$181,910.00

HEIL DURAPACK RAPID RAIL 28YD AUTOMATED SIDELOADER

FULL EJECT/PACKER BODY CYLINDERS

UNIVERSAL NON-BELT GRABBERS ARMS

TRANSMISSION MOUNTED PTO/PUMP HYD.

OPERATE-IN-GEAR-AT-IDLE SYSTEM

1/4" BODY FLOOR

SINGLE JOYSTICK CONTROL

IN CAB ELECTRICAL "ON DEMAND" PACKING CONTROLS

STREET SIDE ACCESS DOOR

DUAL STROBE LIGHT PACKAGE ON TAILGATE

SPLIT SCREEN COLOR LCD- HOPPER AND REAR

FULL MOUNT AT HEIL PLANT

PAINT ONE COLOR- WHITE

1 YEAR BODY WARRANTY

REFUSE BODY PACKAGE PRICE----- \$180,400.00

FOB GREAT FALLS, MT

Customer: 7725
Quote to: CITY OF GREAT FALLS
FISCAL SERVICES
P.O. BOX 5021
GREAT FALLS MT 59403-5021

PAGE 2

* QUOTE *

OPTIONS:

1 YEAR ADDITIONAL BODY WARRANTY-----ADD \$5,360.00

INFINITY PACKER/EJECT CYLINDER WARRANTY
(5) YEAR (REQUIRED IF ADDITIONAL
WARRANTY SELECTED)-----ADD \$3,995.00

SERVICE HOIST KIT, FOR FULL EJECT-----ADD \$5,725.00

BEST REGARDS ,

KEVIN SMERKER
BRANCH MANAGER

**Solicitation Number: RFP#091219****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **The Heil Co.**, 2030 Hamilton Place Blvd. #200, Chattanooga, TN 37421 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

Notwithstanding the above, warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for third-party manufacturers such as the chassis chassis options or subsequently installed components shall be administered and addressed by the respective product manufacturer.

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

3. PRICING

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

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

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

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

returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

B. Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition. Product returns shall only be available in the event Vendor is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.

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

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

D. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to 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 Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

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

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

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

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific

requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order. The cost of the bond premium shall be added to the cost of the Product.

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

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

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

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

7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and

contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

9.**AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

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

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

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

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/11/2019 | 4:17 PM CST

The Heil Co.

DocuSigned by:
By: George Paturalski
49D840C627CF45F...
George Paturalski
Title: Assistant Secretary
Date: 12/6/2019 | 1:45 PM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 6:44 PM CST

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

Vendor Details

Company Name:	The Heil Co.
Does your company conduct business under any other name? If yes, please state:	(Heil)
Address:	2030 Hamilton Place Blvd, #200 Chattanooga, TN 37421
Contact:	Burgess Lane
Email:	blane@doveresg.com
Phone:	256-478-0425
HST#:	363896843

Submission Details

Created On:	Thursday July 11, 2019 09:28:35
Submitted On:	Wednesday September 11, 2019 09:59:56
Submitted By:	Burgess Lane
Email:	blane@doveresg.com
Transaction #:	86955ac5-f190-4f28-b35f-31bdbabd60c1
Submitter's IP Address:	74.127.76.220

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	The Heil Co. ("Heil")
2	Proposer Address:	2030 Hamilton Place Blvd, #200 Chattanooga, TN 37421
3	Proposer website address:	www.heil.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Dave Young Vice President - Sales dyoung@doveresg.com 423-855-6353
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Burgess Lane Ready Truck Manager blane@heil.com 256-304-2218
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Larry Angel General Manager Ready Trucks langel@heil.com 423-242-2967 Jim Whitlow Ready Truck Business Analyst jwhitlow@heil.com 256-845-8355

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Formed in 1901 by Julius P. Heil, Heil is the world's premier manufacturer of ultra-durable, highly productive mobile refuse collection vehicles. Our product offering encompasses front loaders, rear loaders, side loaders, and multi-compartment vehicles, alternative fuels as well as special packages for organics. As the industry's leading provider of mobile collection solutions, we operate with a clearly defined mission, vision, set of core values, and set of strategic priorities:</p> <p>Mission: Process, transport, and transform the solid waste stream into sustainable resources that benefit our customers and communities.</p> <p>Vision: Be the undisputed global leader in people, performance, and customer value in the solid waste and recycling industry.</p> <p>Core Values:</p> <ul style="list-style-type: none"> • Collaborative Entrepreneurial Spirit • Winning Through Customers • High Ethical Standards, Openness, and Trust • Expectations for Results • Respects and Values People <p>Strategic Priorities:</p> <ul style="list-style-type: none"> • Safety • Quality • On-Time Delivery • Productivity Improvement <p>In addition to the wide array of custom-configured refuse bodies, HEIL offers two innovative programs to assist customers with updating or enhancing their refuse collection fleets quickly.</p> <p>Ready Trucks Program</p> <p>For customers who need to grow their fleet quickly or replace tired trucks and would like to purchase a new Heil refuse collection vehicle, we offer our Ready Trucks Program. This Program enables customers to choose a heavy-duty unit from stock, equipped with our most requested options, and receive same-day shipping. For those customers who would like to make slight modifications to a stock unit, we offer the ability to customize a unit in inventory and have it ship within 60 calendar days as part of our 60-day Shipping Guarantee.</p>

We offer a large variety of chassis inventory for mounting Heil refuse collection bodies. At a given time, we either stock or have immediate access to 500 to 700 chassis, both conventional and cab-over engine models. With chassis production lead times currently as long as four (4) months and often as long as twelve (12) months in recent years, having chassis on hand will enable Heil to offer Sourcewell Members immediate access to the majority of our refuse collection vehicles. Having such a large product offering requires a substantial number of different chassis models. The table below demonstrates our extensive offering of both diesel and compressed natural gas (CNG) models:

Chassis	Manufacturer	Cab-Over	Conventional	Autocar
X	X			
Crane	Carrier	X	Freightliner	
X	International		X Hino	X
X	Kenworth		X Mack	X
Peterbilt	X	X		

(Cab-over models are primarily used for Heil front loaders, automated side loaders and, to a lesser extent, for refuse collection vehicles. Appendix A. You will note that we are offering in excess of 200 different chassis specifications

Heil Rental Programs Heil has relationships with Big Truck Rental, Rush Rentals and Premier Truck Rental for purchasing vehicles for a fleet. By renting, municipal customers can:

- Start a new pickup or collection route due to annexation without the typical upfront investment.
- Kick off a new route or relationship without the possible strain on cash flow.
- Replace a unit that goes down unexpectedly or is in for service, in most cases within 24 hours.
- Manage an emergency storm cleanup or another sudden situation where time is of the essence and expansion of service may need to be temporary, such as seasonal leaf and brush collection.
- Determine which front, side or rear loader is the right solution for an application by testing a rental unit before buying.
- Please see Appendix – BTR for Big Truck Rental pricing
- Please see Appendix – Rush for Rush Rental pricing
- Please see Appendix – Premier 1 and Premier 2 for Premier Truck Rental pricing

Parts Central Parts Central offers Heil Certified OEM parts and a variety of aftermarket parts manufactured by Heil.

Heil Certified OEM Parts are the most reliable replacement parts for Heil refuse collection vehicles. They're made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means that they fit perfectly every time. Heil uses only the highest-quality materials for parts that last, minimizing costly downtime. Parts Central also offers the most requested aftermarket parts for Heil and other makes of refuse collection vehicles. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 118 years of industry experience and quality good enough to carry the Heil name.

Most commonly requested parts are available for immediate, same-day delivery through a local authorized Heil Dealer. If customers require a part that's not on the shelf locally, the dealer can expedite delivery from our main Parts Central warehouse in Fort Payne, Alabama. Orders for in-stock parts placed with the warehouse prior to 5:00 p.m. Eastern Standard Time will be shipped overnight. Even those hard-to-find parts for older refuse collection vehicles are often available through local Dealers for next-day delivery.

8

Provide a detailed description of the products and services that you are offering in your proposal.

Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories:

a) Front Loaders

Half/Pack® Frontload Garbage Trucks. Heil's Half/Pack has consistently delivered proven performance and continues to set the standard for front loaders. The Half/Pack is built for a long, reliable lifespan. Please see Appendix - Half Pack for more information regarding this product. Also, you may click the link below to view examples of this offering:
<https://www.heil.com/products/front-end-loaders/half-pack> HALF/PACK® FREEDOM™ FRONT LOAD GARBAGE TRUCKS. Heil's Half/Pack® Freedom front load garbage truck is the lightweight solution for commercial and residential refuse hauling routes, able to carry up to 11 tons of legal payload in its 28 yd. body. Please see

Appendix – Half Pack Freedom for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/front-end-loaders/half-pack-freedom>

HALF/PACK® COMMERCIAL FRONT LOAD GARBAGE TRUCK WITH ODYSSEY™ HYDRAULIC CONTROLS. This front loader features a refined hydraulic and electronic control system for maximum efficiency, reliability, and precise control. The Heil® Commercial Half/Pack® garbage truck with Odyssey™ Hydraulic Controls also has a single, easy-to-use joystick that requires minimal effort to operate, which saves time and increases productivity. Please see Appendix – Half Pack Commercial with Odyssey Controls for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/front-end-loaders/half-pack-commercial-odyssey>

HALF/PACK® SIERRA™ FRONT LOAD GARBAGE TRUCKS. At 17,050 lbs (16% lighter than our standard Half/Pack® Front Loader), the Heil® Sierra™ front load garbage truck is a mid-weight solution for commercial and residential refuse routes that can carry more than 10 tons of legal payload in its 28 yd frontload hopper. Whether you haul commercial or residential refuse, the Half/Pack® Sierra™ is simply the best light-weight front loader, hands down. Please see Appendix – Half Pack Sierra for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/front-end-loaders/half-pack-sierra> HALF/PACK® AUTOMATED RESIDENTIAL FRONT LOAD GARBAGE TRUCKS. With major productivity enhancements, this game-changing automated front load garbage truck provides savings on residential refuse routes by eliminating high-maintenance items. For the most dependable Residential Front Loader in the business, you can count on the Heil® Half/Pack®. Please see Appendix – Half Pack Automated Residential for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-front-loaders>

b) Rear Loaders POWERTRAK® COMMERCIAL PLUS HIGH CAPACITY REAR LOAD GARBAGE TRUCKS. The Heil® PowerTrak® PLUS High Capacity Rear Load Garbage Truck's patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than models with the tag axle integrated into the tailgate, and an optional pusher axle can be added to carry an even greater legal payload. Please see Appendix – PTC Plus for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/powertrak-commercial-plus> PT 1000™ SINGLE AXLE REAR LOAD GARBAGE TRUCKS. With its 15-second cycle time, reload time of less than 6 seconds and its large, 3 yd³ capacity hopper, this robust rear load garbage truck is the key to optimizing productivity on residential and commercial routes. Please see Appendix – PT1000 for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/pt-1000>

DURAPACK® 5000 REAR LOAD GARBAGE TRUCKS. This tough and reliable high-compaction rear load garbage truck has a unique swing link design, along with the waste industry's largest capacity hopper. A large 3.94 yards – and compaction up to 1,000 lbs per yd³ for increased productivity on your commercial and residential trash routes. Please see Appendix – DP5000 for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/durapack-5000> POWERTRAK® COMMERCIAL REAR LOAD GARBAGE TRUCKS. This powerful rear load garbage truck body has high-pressure hydraulics and dual-track design to provide an awesome compaction of up to 1,200 lbs per yard. The PowerTrak® 3.64 yd hopper handles construction, demolition, and bulk waste better than any commercial rear loader in its class. Please see Appendix – PTC for more information regarding this product. Also, please click this link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/powertrak-commercial>

NON-CDL MINI REAR LOAD GARBAGE TRUCKS. Don't let the size fool you. The beauty of this highly maneuverable Non-CDL Rear Load Garbage Truck is its narrow, compact and lightweight design, making it ideal for commercial or residential waste hauling routes. Operators don't need a commercial driver's license (CDL) and the vehicle is exempt from Federal Excise Tax (FET). And the simple but effective swing link design means no slides, tracks or rollers, just compaction. Looking for the best Non-CDL Rear Load Garbage Truck Body on the market? Check out the Heil® Mini Rear Loader. Please see Appendix – Mini REL for more information regarding this product. Also, please click this link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/mini-rear-loader> c)

Side Loaders

LIBERTY™ AUTOMATED SIDELOAD GARBAGE TRUCKS. The patented Python™ automated side load garbage truck arm has a muscular, 9-foot reach, an 8-second cycle time and can lift up to 800 lbs. The incredibly lightweight Liberty™ automated side loader is perfect for residential collections. And the constant pack body – which is the lightest in the industry, has a patented paddle packer that continuously sweeps the hopper, eliminating the need to stop

and pack the load. Please see Appendix – Liberty for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/liberty>

DURAPACK® PYTHON® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The patented Heil® Python® Side Load Automated Arm has a 9-foot reach, an 8-second cycle time and can lift up to 800 lbs, making it a strong and fast performer on any residential refuse route. And the DuraPack® Sideload body is the industry standard when it comes to dependability and toughness. Please see Appendix – Python for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/durapack-python>

RAPID RAIL® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The Rapid Rail® Automated Side Loader garbage truck body has a 1,600 pound lift capacity, and allows for residential, commercial and multi-family refuse collection. It can handle 30-400 gallon refuse containers all day long with ease. The powerful arm has virtually zero kick out allowing operation in the tightest of alleys, and an 8-second cycle time means industry-leading productivity, all in combination with the lightest weight side loader in the industry. Please see Appendix – Rapid Rail for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/rapid-rail>

DURAPACK® RAPID RAIL® SIDELOAD GARBAGE TRUCKS. The DuraPack® Rapid Rail® Autom DuraPack® high- compaction sideload body makes for a reliable, tough RCV. Please see Appen
<https://www.heil.com/products/automated-side-loaders/durapack-rapid-rail>

MULTIPACK® AUTOMATED SIDE LOAD GARBAGE TRUCKS. Heil® MultiPack® Sideload Garbage Truck Bodies combine the durable Heil® DuraPack®, the superior Python® automated arm and the proven DuraPack® 5000 refuse tailgate. It's the only trash truck in the industry that can handle rear loader, side loader, and even commercial waste routes single-handedly. Please see Appendix – Multipack for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/automated-side-loaders/multipack>

d) Multi-Compartment Vehicles

DURAPACK® 4060 SPLIT BODY REAR LOAD GARBAGE TRUCKS. The Heil® DuraPack® 4060 Split Body Rear Load Garbage Trucks are a win-win, allowing collection of multiple residential trash streams or recyclables. With the DuraPack® 4060 split body rear loader, one truck can do the work of two. And the reduced weight body means enhanced fuel economy and larger payloads on the route. Please see Appendix – 4060 for more information regarding this product. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/rear-loaders/durapack-4060>

e) CNG Capabilities

CNRG™ TAILGATE.The Heil® innovative, fully integrated CNRG™ tailgate fuel delivery system will revolutionize the way you use CNG garbage trucks. Please see Appendix – CNRG for more information. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/cng-capabilities/cnrg-tailgate> CNG OPTIONS FOR GARBAGE TRUCKS. Heil® makes it easier than ever to realize the savings from CNG garbage trucks with our factory-direct CNG program. Please see Appendix – Heil CNG for more information. Also, please click the link below to view examples of this offering:
<https://www.heil.com/products/cng-capabilities/cng-options> f)

Organics

ORGANIC WASTE COLLECTION TRUCKS AND EQUIPMENT. When it comes to waste stream diversion, one of the first targets is removing organic waste from the landfill. That's where Heil comes in, with our Organics Waste Collection trucks and equipment. Whether your route is equipped with the PT-1000 or the iconic Heil® Rapid Rail®, we have organics processing options that allow you to meet your organics diversion targets. Please click the link below to view examples of this offering:
<https://www.heil.com/organics>

g) Parts Central

Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks.

These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they perfectly every time. Heil® uses only the highest-quality materials for parts that last.

Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience.

High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight. Please click below to view examples of this offering:

<https://www.heil.com/products/parts-central> h) Bayne

Thinline Premium Lift Systems

Mobile Refuse Products. Bayne's diverse line lifters for mobile refuse truck lifters is second to none. Our lifters are the most reliable solution to your waste handling needs, and we offer complete solutions for almost any application or budget. Please see Appendix – Bayne for more information regarding this product. Also, please click below to view examples of this offering:

https://www.baynethinline.com/products/mobile_refuse_products

i) Third Eye

Refuse Fleet Solutions. Refuse collection can be tricky business. Knowing that you've serviced a home or business is important. So is doing it productively and safely every time. 3rd Eye on-board camera systems constantly monitor your driver as well as their environment to ensure the safe operation of their vehicle. It also allows fleet owners immediate verification of service and video validation of overfilled containers – which can lead to more revenue / increased service frequency. 3rd Eye is the most technologically advanced refuse fleet management solution for the waste industry, trusted by companies all over the United States, just like yours. From Enhance Vehicle Behavioral Analytics™, 3rd Eye Digital, 3rd Eye Mobile, Collision Avoidance Radar and more, 3rd Eye has the most comprehensive refuse fleet management solutions on the market. Please see Appendix – 3rd Eye for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.3rdeyecam.com/refuse-fleet-management-systems/>

The attached Proposal is tendered in compliance with and conforms to the bid specification requirements of Sourcewell as set forth in solicitation #091219 identified with an initial submittal date of September 11, 2019. However, for complete clarity and transparency, the pricing and performance commitments contained herein are tendered to Sourcewell predicated on a mutual understanding and agreement on the following points of clarification:

1. Warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for 3rd party manufacturers such as the chassis, chassis options, or subsequently installed components shall be administered and addressed by the respective product manufacturer.
2. Product returns shall only be available in the event Heil is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.
3. Consistent with section 10B of this Agreement, any supplemental terms or conditions on Member-supplied transactional paperwork (such as a Purchase Order) shall be null and void unless an Amendment to this Agreement is executed between Supplier and Member.
4. In the event a Member requires a Performance Bond from Supplier, the cost of the bond premium shall be added to the cost of the Product.
5. In relation to section 12. Audits, audits are restricted to pricing and invoicing to verify our compliance with the contract.
6. In order to avoid any confusion concerning the point that the Agreement governs the sale in section 6F, and any Purchase Order terms do not apply per section 10B, we would like to clarify that all actions at law would take place in Todd County or Fergus Falls, MN.
7. Regarding section 20 A.5, our products and services do not fall within this category.
8. Regarding section 20 B, we do not provide copies of our insurance policies, but do provide the required Certificate of Insurance to demonstrate our proof of insurance.

9	What are your company's expectations in the event of an award?	As a company, we strive to live out the values we espouse of respecting people, maintain our product offerings and processes to provide the most extensive and complete portfolio of fir	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Appendix B of this Proposal for a complete 2018 Dover Annual Report. Heil is an operating company within the Dover Company structure. https://investors.dovercorporation.com/annual-reports	*
11	What is your US market share for the solutions that you are proposing?	Although Heil is the leader in the US, we do not publish market share numbers.	*
12	What is your Canadian market share, if any?	Heil does not publish market shares.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. We've never been subject of a bankruptcy action.	*
14	How is your organization best described: is it a manufacturer or distributor/dealer? Provide your written authorization to act as a distributor/dealer with your sales and service force and with your dealer network.	a. Heil is a manufacturer and our dealer network is independently owned. b. Heil offers a case by case system of sales and marketing in the global market. In general, we employ our Dealer Network to cover cities and counties within all 50 states in the US and 7 Canadian provinces. Secondly, we employ Key Account Representatives where the volume of business warrants. Thirdly, we employ Regional Sales Managers to manage and coordinate the activities. All these individuals are employed by Heil, as follows: 1) Dealer Sales Representatives – Employed by Heil Dealers and they represent Heil from a Contract standpoint when quoting or selling Heil equipment to Sourcewell members. 2) Key Account Representatives – Employed by Heil 3) Regional Sales Managers – Employed by Heil	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	State of Tennessee - Motor Vehicle Manufacturer/Distributor License ID Number 00005771 Hamilton County, Tennessee - Business License License Number 052431 City of Chattanooga, Tennessee - Business Tax License State Tax Account # 501133955 Local Business Tax Account # 30101 The Heil Co. is an ISO-certified manufacturer.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories:</p> <p>Front Loaders</p> <p>Rear Loaders</p> <p>Side Loaders</p> <p>Multi-Compartment Vehicles</p> <p>CNG Capabilities</p> <p>Organics</p> <p>Parts Central</p> <p>Bayne Thinline Premium Lift Systems</p> <p>Third Eye</p>	*
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Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Heil holds more than 200 industry patents for solid waste and recycling innovations. We are al organizations:</p> <p>a. of Scrap Recycling Industries (ISRI) c. National Association for Information Destruction (NAID (WASTEC)</p> <p>In addition to these industry awards, we have the following recognitions: NWRA – 2014 Hall of fame induction – John Curotto, President, Curotto-Can, (subsidiary) NWRA – 2014 Hall of Fame induction – Bill Wilkerson, VP Sales and Marketing, Marathon (sister company) NJPA Pioneer Award - 2017 – Larry Angel – General Manager Ready Trucks</p> <p>Pat Carroll, Heil President, is a member of the: a. Board of Governors of WASTEC b. Board of Directors of Environmental Research and Educational Foundation (EREF)</p>	a. *
19	What percentage of your sales are to the governmental sector in the past three years	22%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1% as they generally do not pick up their own garbage.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Heil does not hold any other cooperative purchasing contracts, we do sell refuse trucks to our Dealer Network who utilize other procurement contracts including HGAC, Florida Sheriff's Association, and the Texas Buy Board.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a GSA contract	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
City of Portsmouth	Kenny Strickland stricklandk@portsmouthva.gov	757-393-8629	*
City of Franklin VA	Russell Pace rpace@franklinva.com	757-562-8562	*
Dare County	Shanna Fullmer shanna@darenc.com	252-423-0136	*
City of Norfolk	Rob Arnold robert.arnold@norfolk.gov	757-441-5813	
University of Maryland	Bill Guididas wguidida@umd.edu	301-405-3293	

Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of New York City	Government	New York - NY	724 Refuse Trucks	724	\$68 million	*
City of El Paso, TX	Government	Texas - TX	50 Refuse Trucks	50	\$5 million	*
City of Austin, TX	Government	Texas - TX	49 Refuse Trucks	49	\$5.7 million	*
City of Columbus, GA	Government	Georgia - GA	40 Refuse Trucks	40	\$2.7 million	*
Metro Nashville, TN	Government	Tennessee - TN	38 Refuse Trucks	38	\$2.5 million	*

Ability to Sell and Deliver Service Nationwide

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

Line Item	Question	Response *																														
25	Sales force.	<p>Heil's dealer network consists of 34 dealers located within North America. All dealer locations that support the Heil brand can provide customers with road service, if needed, and all dealers offer onsite service at customer locations.</p> <p>In addition, we have 8 Regional Managers that support the Heil Dealers in their respective territories to help expedite and facilitate solutions to meet the member's needs.</p> <p>Please see Appendix C for a map of our dealer locations and service locations. Heil Region</p> <table><tr><th>Name</th><th>Regional Manager</th><th>Name</th><th>Location</th><th>% Focus on Heil Sales & Services</th></tr><tr><td>Jim Blanchard</td><td>Boston, MA</td><td>100% North Atlantic</td><td>Dennis Fallon</td><td>Pittsburg, PA</td></tr><tr><td>100% Southeast</td><td>Randy Wells</td><td>Fort Payne, AL</td><td>100% Central</td><td>Joe Howard</td></tr><tr><td>Houston, TX</td><td>100% Midwest</td><td>Bob McHugh</td><td>Chattanooga, TN</td><td>100% West</td></tr><tr><td>Bill Engstrom</td><td>Hurricane, UT</td><td>100% Northwest</td><td>Mike Tucker</td><td>Denver, CO</td></tr><tr><td>100% Canada</td><td>Craig Thomas</td><td>St. Louis, MO</td><td>100%</td><td></td></tr></table>	Name	Regional Manager	Name	Location	% Focus on Heil Sales & Services	Jim Blanchard	Boston, MA	100% North Atlantic	Dennis Fallon	Pittsburg, PA	100% Southeast	Randy Wells	Fort Payne, AL	100% Central	Joe Howard	Houston, TX	100% Midwest	Bob McHugh	Chattanooga, TN	100% West	Bill Engstrom	Hurricane, UT	100% Northwest	Mike Tucker	Denver, CO	100% Canada	Craig Thomas	St. Louis, MO	100%	
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100% Canada	Craig Thomas	St. Louis, MO	100%																													

26	Dealer network or other distribution methods.	<p>Heil Dealer List: Heil Dealer Name City State Heil</p> <p>Region Heil of Texas - Irving, TX Irving TX Central</p> <p>Heil of Texas - San Antonio, TX San Antonio TX Central Ingram Equipment Company, LLC - Pelham, AL Pelham AL Southeast Ingram Equipment Company, LLC - Theodore, AL Theodore AL Southeast International Trucks of Hawaii - Kapolei, O'ahu, HI Kapolei, O'ahu HI West Kois Brothers Equipment Company, Inc. - Commerce City, CO Commerce City CO Northwest</p> <p>Kois Brothers Equipment Company, Inc. - Billings, MT Billings MT Northwest Kois Brothers Equipment Company, Inc. - Great Falls, MT Great Falls MT Northwest</p> <p>Armor Equipment - Arnold, MO Arnold MO Midwest</p> <p>Balar Equipment Corporation - Phoenix, AZ Phoenix AZ West Bell Equipment Company - Lake Orion, MI Lake Orion MI North Atlantic Bell Equipment Company - Gahanna, OH Gahanna OH North Atlantic Bob's Services - Anchorage, AK Anchorage AK Northwest Bodyworks Equipment, Inc. - Monrovia, CA Monrovia CA West MacQueen Equipment, Inc. - Menomonee Falls, WI Menomonee Falls WI Midwest Carolina Environmental Systems, Inc. - Kernersville, NC Kernersville NC Southeast Carolina Environmental Systems, Inc. - Greenville, SC Greenville SC Southeast Carolina Environmental Systems, Inc. - Austell, GA Austell GA Southeast Central Indiana Truck Equipment (CITE) - Indianapolis, IN Indianapolis IN Midwest Cyncon Equipment Company - Rush, NY Rush NY Northeast</p> <p>Heil of Texas - Houston, TX Houston TX Central</p> <p>Stringfellow, Inc - Nashville, TN Nashville TN Midwest</p> <p>Stringfellow, Inc - Chattanooga, TN Chattanooga TN Midwest</p> <p>Sunbelt Hydraulics and Equipment, Inc. - Pompano Beach, FL Pompano Beach FL Southeast</p> <p>Tampa Crane and Body, Inc. - Tampa, FL Tampa FL Southeast</p> <p>MacQueen Equipment, Inc. - Ankeny, IA Ankeny IA Midwest United Engines, LLC - Oklahoma City, OK Oklahoma City OK Central</p> <p>Utility Truck Equipment Company (UTEC) - Lake Charles, LA Lake Charles LA</p> <p>Central Vasso Waste Systems, Inc. - Brooklyn, NY Brooklyn NY Northeast</p> <p>Fer-Marc Equipment, Ltd. - Regina, SK Regina SK Canada Ray Max Equipment Sales - Calgary, Alberta, AB Calgary, Alberta AB Canada</p> <p>Saniquip, Inc Riguad QC Canada Vimar Equipment, LTD Burnaby BC Canada</p> <p>Binzz Inc. - Campbellville, ON Brampton ON Canada Legacy Equipment Company - Salt Lake City, UT Salt Lake City UT Northwest MacQueen Equipment, Inc. - St. Paul, MN St. Paul MN Midwest Maine Equipment Company, Inc - Hermon, ME Hermon ME Northeast</p> <p>Mid-Atlantic Waste Systems - Easton, MD Easton MD North</p> <p>Atlantic Mid-Atlantic Waste Systems - Salem, VA Salem VA North Atlantic</p> <p>Mid-Atlantic Waste Systems - Chesapeake, VA Chesapeake VA North</p> <p>Atlantic Mid-Atlantic Waste Systems - New Castle, PA New Castle DE North</p> <p>Atlantic Mid-Atlantic Waste Systems - Clinton, MD Clinton MD North Atlantic</p> <p>Mid-Atlantic Waste Systems - Pittsburgh, PA Cheswick PA North Atlantic</p> <p>MacQueen Equipment, Inc. - Lincoln, NE Lincoln NE Midwest Northern Truck Equipment Corporation - Sioux Falls, SD Sioux Falls SD Midwest Northern Truck Equipment Corporation - Fargo, ND Fargo ND Midwest Northern Truck Equipment Corporation - Rapid City, SD Rapid City SD Midwest Preferred Truck & Equipment Repairs, Inc. - Sacramento, CA Sacramento CA</p> <p>West River City Hydraulics, Inc. - Sherwood, AR Sherwood AR Central River City Hydraulics, Inc. - Baton Rouge, LA Baton Rouge LA Central River City Hydraulics, Inc. - Memphis, TN Memphis TN Central Ruckstell California Sales Company, Inc - Fresno, CA Fresno CA West EJ Equipment - Addison, IL Addison IL Midwest</p> <p>Action Fleet Repair - North Las Vegas, NV North Las Vegas NV</p> <p>West Environmental Equipment Sales & Service, LLC Sutton MA</p> <p>Northeast Armor Equipment - Olathe, KS Olathe KS Midwest</p> <p>Heil of Texas - El Paso, TX El Paso TX</p> <p>Central EJ Equipment - Manteno, IL Manteno IL Midwest</p> <p>Preferred Truck & Equipment Repairs, Inc. - Livermore, CA Livermore CA West</p>
27	Service force.	<p>Our Heil Dealer Network comprises 60 locations to service customers. In addition to these dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. Please click the link below to see the ease of access:</p> <p>https://www.heil.com/support</p>

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Heil Environmental has dedicated Customer Care and Support for new refuse equipment sales on site as well as through our extensive US dealer network. Heil also offers OEM part sales and support through Heil Parts Central. For new unit sales, Heil's release management process provides firm commitment dates on standard orders within 72 hours. All Heil products are manufactured and inspected throughout the build process building quality into every Heil product from the start. Quality Control reviews every unit before shipment to ensure every product is 100% accurate to the customer's request and order submission. OEM part sales are available through Heil Parts Central's 24-hours a day e-commerce website and Representatives for these products as well. At Heil we pride ourselves on customer satisfaction	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member geographic areas and market segments under this contract in the United States, Canada, and internationally.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There will be no exclusions of Sourcewell Members from our contract related to this RFP. Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member segments.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	The requirements for shipping a piece of equipment via an ocean-going vessel will vary depending on the port of departure and the port of delivery. In some cases, full or partial payment of equipment may be required prior to loading onto the shipping vessel or exiting port after loaded.	*

Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Heil is very aggressive in our marketing of the opportunities provided us by our association with Sourcewell. We have one of the nation's largest dealer networks – and work with them, provide training and guidance regarding how to best take advantage of our Sourcewell contract. In addition, we use our in-house video production team to further enhance both the brand – and the strength of partnering with Sourcewell through both our Sourcewell video testimonial – and through our popular ReadyTruck video series – which plugs Sourcewell during every episode. Both of these channels are popular and viewed by our following. These can also be found on our website – which garners more traffic than any of our competitors [based on Moz and Google Analytics reporting]. In addition, we display our Sourcewell contract proudly on our website, as well as on all of our eBrochures.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Effective SEO is a key component of all of ESG's web properties and Heil, Marathon, and 3rd Eye all have robust social media strategies that highlight wins, customers, and information pertinent to the waste industry. We are leading all of our competitors in our SEO search metrics as can be seen in the attached charts. We have always looked at our SEO strategy as a "discipline" vs. a process – and we feel that our dominance in this area is a testament to that. Combined with this strategy are tools that monitor our website traffic and provide very granular metrics regarding who is on our site, what they are looking for – and how often they visit. This information is then automatically delivered to our sales teams to ensure they track the lead through revenue generation.	*
34	In your view, what is Sourcewell's role in your Sourcewell- awarded contract into your sale	Sourcewell is seen as a valuable partner in the implementation and success of this contract. As such, we believe that Sourcewell's role as a joint partner in all marketing collaterals is essential. As part of our partnership, Heil will be responsible for increasing Sourcewell awareness and the inherent benefits of the contract through our various dealer sales meetings, national Heil sales meetings and any trade shows in which we participate. In exchange, we would expect that Sourcewell will promote Heil on the Sourcewell website, in the quarterly Newsletter, in all Sourcewell literature, and at all applicable marketing resources and publications.	*
35	Are your products or services available through e-procurement system and how government	No. Due to the many options that are offered on both body and chassis and the electronic interactions that have to occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. It is too complicated to just select options and hope it will work, and this will help protect the member's procurement teams who may not be as knowledgeable regarding product options and applications by utilizing the trained staff at our dealer locations.	*

Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Heil offers a wide array of custom training programs that keeps our sales management and Dealer sales force up to speed on our products. From selling techniques, technical product and operator trainings, to product maintenance schools, every aspect of selling and promoting our vehicles is covered. We have been extremely successful with these programs and will be offering them again to our Sourcewell members to further their education on mobile refuse collection vehicles. They consist of:</p> <ul style="list-style-type: none"> • In-person training sessions. They are performed in our Fort Payne, Alabama and Vernon, Alabama production facilities. The proximity of the factory makes it easier for the Sourcewell Members to fully comprehend what separates our mobile refuse vehicles from our competitors. • Mobile training trailers that travel throughout the United States. These two unique and first in the industry mobile classrooms bring education directly to our customers. As a customer-oriented company, we believe this type of training eliminates travel time, job downtime, and related costs for course attendees. In fact, they can be set up onsite at a customer or Dealer location and are equipped with the latest technology to deliver customer-specific content in air-conditioned comfort. • Heil Service Shack video trainings available to our Sourcewell members in the form videos posted on our various social media sites. These are available in English, Spanish and French Canadian. Follow the links below for examples: English https://vimeo.com/281281938/636d4ccd22 French Canadian https://vimeo.com/281969922 Spanish https://vimeo.com/274579697 	*
37	Describe any technological advances that your proposed products or services offer.	<ul style="list-style-type: none"> • Safety via cameras and radar with the ability to record all cameras on the truck (when installed with 3rd Eye's Hurricane Gateway) • Asset utilization: be able to record and track the hours and location of your assets • Equipment behavior: know that status of your garbage truck's hopper, compactor and ancillary equipment in real time • On Road / Off Road: know when your assets are on highway and when they are not • Integrating lightweight composites into non-critical areas of our refuse collection bodies to produce the lightest weight refuse collection vehicle on the market today with the largest legal payload – 11+ tons. • Adding the Heil Overweight Prevention System™ (HOPS™) to our refuse collection vehicles to monitor vehicle weight while on route. HOPS uses axle transducer scales, accurate to within 2%, to determine the vehicle's gross weight. When the unit approaches its maximum allowable weight, the driver receives audible and visual signals inside the cab. When the unit reaches its maximum allowable weight, the system prevents the operator from collecting any more cans. This helps ensure full loads, minimizes exposure to overweight fines, and extends the life of the vehicle. • Heil's Automated Front Loader with Odyssey controls and hydraulics launched in mid-2013 redefining automated and bulk refuse collection levels. Pressure compensated piston pump, positions sensing cylinders and control logic drove weight out of the product while significantly reducing complexity, increasing reliability resulting in industry leading uptime and lowest Total Cost of Ownership. • No other residential front loader garbage truck features the Half/Pack® smart design, with all of its systems working together to reduce the total cost of operation. It's more efficient, easier to operate, easier to service, and less likely to need service in the first place. • The Half/Pack® Freedom™ frontload trash truck weighs only 15,700 pounds, which is 19% lighter than a standard Half/Pack® and 1,350 pounds lighter than the lightweight Half/Pack® Sierra™. The Freedom™ can carry up to 11 tons of legal payload in its 28 cubic yard front load body – the largest legal payload – and features a 12 cubic yard hopper and a frontload arm lifting capacity of 8,000 pounds. To ensure the Half/Pack® Freedom™ front loader maintains its long-term durability, we have added an innovative load-control system to the unit called the Heil® Optimal Payload System™ or HOPS™. • The Heil® Half/Pack® front-load garbage truck with Odyssey™ hydraulic controls has a single, easy-to-use joystick that maximizes ergonomics by requiring minimal effort to operate and increases productivity. It is also equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control. 	*

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a leader in the solid waste and recycling industry, Heil maintains a corporate mission to provide customers with innovative solutions for processing, transporting, and transforming the solid waste stream into sustainable resources that benefit both our customers and our communities. To that end, we strive to incorporate —green practices into our company processes as well as into our products. Here are some examples:</p> <ul style="list-style-type: none"> • We have installed a CNG fueling station at our Fort Payne, Alabama production facility to meet the fueling needs of refuse collection units leaving the plant as well as to support the fueling of privately owned CNG-powered vehicles in the local community. • As part of our manufacturing process we install CNG fuel systems on many new customer trucks while meeting the growing demand for gas fueling applications. <p>In Heil production facilities, we:</p> <ul style="list-style-type: none"> • Recycle 100% of the scrap steel used to make our products • Use a low VOC electrostatic paint process to paint our lifters, refuse collection bodies, compactors, and balers • Actively recycle cardboard, aluminum, plastic, office paper, and wooden pallets • Our green products include: • Use of hybrid and CNG-fueling systems on our Heil refuse collection bodies • Building innovative, lightweight Heil refuse collection units that reduce costs associated with fuel, tires, and brakes • Our patented Odyssey™ hydraulic control technology delivers waste industry-leading productivity with the lowest total cost of ownership, helping refuse haulers make more money on the route. This system is designed to help operators finish routes up to 20% faster, deliver measurable fuel savings while reducing wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise pollution. <ul style="list-style-type: none"> • As a Dover company, Heil supports Dover Corporation's —Sustainability Policy, a long-term commitment to operational excellence that will reduce greenhouse gas emissions, the use of volatile organic compounds (VOC), metal and cardboard consumption, and landfill utilization across the enterprise. • Specifically, Dover has committed to reduce greenhouse gas emissions and energy consumption by 20% each by the year 2020. Many Dover operating companies have already achieved significant energy and energy cost reductions in their operations. Launched in 2012, Dover's Energy Efficiency Captain Program has created a knowledge sharing community of operating company professionals to discuss energy efficiency and sustainability initiatives at their facilities. Initial findings from 2012 data indicate that 39 energy efficiency projects were implemented, with over 8,000 MWh in savings. To learn more, please click the following link: <p>https://www.dovercorporation.com/about-us/sustainability/intensity-goals</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Heil is continually innovating toward solving all sorts of hard problems that enable our customers to be more safe and efficient. One example of this is the way Odyssey controls help to conserve energy through smart hydraulic power management. By providing the right amount of power only when it is needed, energy is conserved. Specifically, utilizing a variable displacement pump combined with a load sensing hydraulic valve and proportional control system, operators get the finesse and power they need while fuel economy improves. Moreover, in our more conventional designs, complete disengagement of the hydraulic pump, via a hot shift pto, eliminates parasitic loss which also improves fuel efficiency.</p> <p>One of the more substantial efficiency improvements with the Odyssey comes from system productivity. The entire system efficiency plays a major role in fuel usage when viewed from the perspective of 'cans-per-gallon'. The Odyssey design takes seconds off of packer and auto-lift cycles. Combine this with the inherent ergonomics and maneuverability of the Curotto Can and the unit finishes the route substantially faster than conventional RCVs. Of vital importance is the fact that when the key switch is off, there is 100% fuel savings. The culmination of these highly engineered features results in a product that has the potential to save hours a week in operational costs. All things being equal, if a route is completed in 9 hours verses 10; there is a 10% fuel savings.</p> <p>Energy conservation is of critical importance to all stakeholders in the RCV industry. Heil recognizes this and has responded with a highly engineered product that lives up to the Heil legacy. This has been accomplished through the designs, measurements and analysis reflected here, and is meant to help end users succeed in their social, financial and environmental goals.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As an operating entity of a public company, Heil is not certified as a WMBE or SBE business entity. However, five of our dealers are certified as WMBE business entities: Heil of Texas, River City Hydraulics, Ingram Equipment, UTEC, and Fer-Marc Equipment.</p>

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<ul style="list-style-type: none"> The ability to be a single source provider for equipment, parts and service under this contract Offer a full range of RCV products - Front Loader, Automated Front Loader, Side Loader and Rear Loader. Localized parts inventories at your Dealer Locations for all models All RCV's offered are manufactured in the US and comply with current ANSI and FMVSS requirements 60 authorized US and Canada Dealer locations capable of providing complete Sales, Parts & Service All Dealers routinely evaluated to ensure they are providing superior quality and service Directly employ 8 technicians who provide factory and field support for all products offered, with access to over 650 engineering and manufacturing personnel Own well over 200 patents All warranty handled direct without pass through to an outside supplier or manufacturer Preventative maintenance programs available Complete service, operator, factory and field training available for authorized Dealers and customers across all product lines Offer on-site alternative fuel system installation On-site alternative fuel filling station On the ground, completed and ready to go factory RCV inventory program with equipment available for immediate delivery Rental program to fulfill equipment needs prior to completing a Sourcewell transaction Factory and Dealer demos available for on route demonstrations Utilize multiple software tools to collect data and analyze route information to offer best-product solutions and optimize Total Cost of Ownership for varying user conditions Sales, parts and service marketing programs available to Dealers for all products 	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Heil is uniquely capable and fully prepared to service Sourcewell Members in Canada and around the globe. We have 5 dealers in the Canadian Provinces with many representatives who are bilingual where applicable, as well as a widespread network of representation around the world in various countries, all of whom are managed by Heil Export Sales Team. Heil is also the preferred supplier of refuse collection bodies to many the largest waste management companies that currently serve the Canadian market as well as Canada's largest rental fleet.	*

Warranty

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

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The initial 1-year standard warranty coverage includes parts and labor for 12 months or 2000 hours. In addition to the 1-year standard warranty, there are also various extended warranty packages that may be purchased depending on the needs of the individual member.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last, therefore, OEM parts must be used to continue warranty coverage. Heil does not assume any liability for warranty considerations due to any improper use, operation beyond rated equipment/component capacity, substitution of parts that are not Heil-approved, or any alteration or repair by others in such a manner that affects the product operation or integrity.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Although we do not cover the expense of travel time and mileage for warranty repairs, the Heil Warranty Request Order Form (referred to as the WRO Form) is used to request approval for policy adjustment of warranty coverage requesting unusual or non-standard repair(s) and exceptions such as these may be considered.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Heil is fully prepared and uniquely capable of servicing ALL Sourcewell member geographic areas and market segments under this contract in the United States and Canada. The first level of service would be through the Authorized Heil Dealer network, and if required, the Field Service team within our Heil Technical Support Group.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. Heil pays warrantable claims and then we work internally with our suppliers toward recovery where applicable.	*
48	What are your proposed exchange and return programs and policies?	OEM parts purchased from the Heil Dealer through Parts Central can sometimes be considered for return or exchange depending on certain criteria, such as being a current production part, and are evaluated on a case by case basis. Cylinders, when applicable, ship back to cylinder OEM for evaluation. Non-cylinder claims may require return to Heil and is determined through the warranty and repair process.	*
49	Describe any service contract options for the items included in your proposal.	Each dealer in our extensive network establishes the pricing for and manages service contracts on a localized basis for our customers based on their individual needs.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Heil's payment terms are Net 30.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes. Since March of 2017, Heil has been partnered with DLL Financial Solutions to offer value-added retail financing and leasing programs. With over 35 years of proven vendor finance experience, DLL provides flexible finance solutions to customers around the globe. They are a reliable name and fully support all Heil US and Canadian dealers. DLL does offer flexible tax-exempt equipment financing solutions as well as Tax-exempt Municipal Lease Purchase options for State and local governments, public school districts and public colleges and universities. In addition to this, Heil has a good working relationship with the team at National Cooperative Leasing and are very willing to work with them also.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	All orders for Heil products will be handled by each Member's local Heil Dealer, except for those sales territories where products are sold direct via our internal sales team. For those orders, the Member will work directly with the Heil Regional Manager for the territory who will handle the entire order process. From time to time the situation may arise where we can authorize another entity working in conjunction with our Heil dealer to offer the member a proposal using our contract. An example of this might be where a license is needed to sell a chassis in a certain location, but our Heil dealer is selling a turn key solution to the Sourcewell member. In this example, the purchase order might be issued to an entity not listed as a Heil dealer, but the Heil dealer is initiating the proposal to the Sourcewell member and providing the member with a simple, single purchase order solution. The Heil website (www.heil.com) can be accessed 24 hours per day, seven days per week. The site offers an interactive listing of authorized Heil dealers Members can use to find their local Sourcewell dealer/representative, who they will call directly to answer questions or to place an order. The Heil representative responsible for the territory of a Sourcewell member will work directly with them to identify the member's equipment needs. Once all equipment requirements have been determined, the representative will accept a PO directly from the Sourcewell member, complete all necessary paperwork, and place the member's order with Heil.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	With all orders for Heil products being handled by the local Heil Dealer, payments are made directly to the respective dealer. Due to expense associated with fees related to a capital expense of this size, P-Card payments are not feasible. We believe this better serves the Sourcewell members in keeping costs lower.	*

Pricing and Delivery

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

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product- cat materials (if applicable) in the document upload section of your resp	Heil maintains individual MSRP Price Lists for each of our equipment product offerings and would use a "Percentage Discount from Catalog" model for pricing our products under this contract. For the 12,000 plus available parts offered, the pricing is also a "Percentage Discount" model. We have included copies of our MSRP equipment (See Appendix D) and parts pricing (See Appendix E for Heil Parts Pricing, Appendix F for Bayne Parts Pricing and Appendix G for Curotto Can Parts Pricing). Within the MSRP Price Guide, the Sourcewell member will find each product offered at various body sizes along with multiple options available to the member to meet their specific requirement. Due to the many options that are offered on both body and chassis and the electronic interactions that occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. Once the member has met with and defined a body and chassis specification that they desire, the Heil Dealer will provide them a quote that would contain the itemized list of the body with options and a total price. If the member wanted to verify that the quote was compliant to the contract, they would be able to compare the two documents to ensure they are not paying more than the 4% off MSRP.	*

55	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.	If awarded a contract, we would offer Sourcewell Members a discount off MSRP for all products and services which would represent the ceiling price a member would pay to a Heil Dealer although the exception to this would be the chassis. See Appendix A for Chassis Specs and Pricing. Note, this discount does not apply to equipment rentals through those various entities. The rental pricing submitted has already taken this discount.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Although Heil does not offer volume rebate programs, since our pricing is a ceiling-based approach for the Sourcewell member, a specific opportunity consisting of a high volume of units would certainly be reviewed.	*
57	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.	In general, we do not source goods outside of our published price guides, so we are able to use the benefit of the Heil Dealer network to handle these nonstandard options that are requested by the members. The Sourcewell member will specify what product or service that is not included in our published price guides and we then review those items to ensure they have provided a line item quote to the member for each request. Similarly, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Also, these non-standard options could include fuel delivery systems. For example, the installation of a LNG (Liquid Natural Gas) engine could be quoted by the Heil dealer, and as a non-standard option, the pricing should not exceed the 10% of the turnkey package threshold per option. It is feasible that a combination of expensive options such as a LNG fuel system and body scales could exceed the 10% sourced good threshold combined, but not individually.	*
58	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.	Total Cost of Acquisition costs are included in the pricing we have submitted with this Proposal. Freight or shipping charges would be identified by line item as such on the quotation to the member from the associated Heil dealer as well as any member requested additions.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Due to varying customer locations and shipping preferences, freight is an additional cost not included in the price guide submitted in Appendix D. Freight/delivery is included in the final pricing for every Sourcewell order. The current cost for Heil arranged shipping to the local Heil dealer, including Canada, is detailed in the "Heil Drive Away Price List" attachment submitted in Appendix H. For destinations not falling within the continental United States, the units will be delivered to the port of exit via a Heil or customer arranged delivery service and shipped via barge or ocean-going vessel to the destination.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments to Member Agencies in Alaska and Hawaii would be handled by the local Heil Dealer who is well-versed in economically coordinating these types of shipments. Shipping requirements vary by type of product, product dimensions, and weight. For example, a refuse collection vehicle can be driven to the port of export, then shipped via container to its port of destination, and then driven to the local dealer who would perform the necessary inspections and facilitate delivery to the customer. For all product orders shipping to Alaska or Hawaii, all costs for shipping would be calculated and quoted to the customer at time of order. Shipments to our Canadian Heil Dealers are included in the Heil Drive Away Price list in Appendix H. Returns are treated the same for Hawaii and Alaska as for the other 48 states.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Heil's Network comprising 34, well trained, entrepreneurial Dealers at 60 locations around the U.S. and Canada, set Heil apart in size, personnel, experience and customer focus. This network coupled with Heil's product innovation pipeline and factory support makes the Heil brand, sales and customer service channels unique to the refuse collection vehicle market.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Option C best describes the pricing that is offered in our proposal. Heil does not hold any other cooperative purchasing contracts, nor do we have a GSA account. Our product offerings are sold through our Heil Dealer network to the individual Sourcewell members. This proposal sets a ceiling price and therefore allows the dealer to work individually with the member to get them the best price possible.

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Heil's self-audit process for all Sourcewell transactions will begin as soon as an order is submitted. Orders will be reviewed immediately by multiple departments to ensure all necessary documents are submitted, and complete. Prior to submitting quarterly fees to Sourcewell, the final invoice to each Sourcewell member will be reviewed to make certain the Sourcewell fee amount is in alignment with the final invoice to the Sourcewell member. In addition to Heil's Customer Care team retaining all documents submitted with the original order, Heil will retain a copy of the final customer invoice, other applicable documents and reports.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Heil proposes an administrative fee payable to Sourcewell of 1% of the purchase price on all products, including chassis.

Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The internal metrics that we currently utilize to measure success are related to total units sold on the contract versus a goal. We set our goal each year based on our company annual operating plan, then we measure throughout the year to be sure we are staying on target or looking for ways to address areas where we are exceeding or missing our goal. We also track the number of units sold off the contract that are turnkey solutions versus non-turnkey solutions.
66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	Heil does offer a full turnkey solution, but as noted in Question 57 regarding "sourced" products, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Similarly, chassis OEMs generally make model changes in the middle of the year and some customers prefer the newer models. We would follow the same process of comparing the chassis specifications for the current year model versus the newest model and ensure that the difference in price would not exceed 10% of the total value of a turnkey package solution.

67	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	<p>For many years, the Heil company has been an active participant in the development and maintenance of the ANSI Z245.1 – Mobile Equipment safety standard which governs our industry. The chairman of this committee is a Heil Director of Engineering, and ESG is a voting corporate member of the main ANSI council with many representatives across multiple ANSI standard subcommittees. All Heil designs are compliant with ANSI 245.1, and each design change is evaluated against this standard by way of our disciplined and documented engineering change process. However, ANSI is not the only standard with which Heil ensures compliance. The company is diligent to comply with all relevant standards that cover our products. This includes: FMVSS, SAE, ISO, and NFPA52 just to name a few. Safety is our first priority and is daily topic in our daily work and conversations, followed by quality and on-time delivery. Heil also has a long-standing and extensive training program to help our customers and their end-user customers understand the required safety and maintenance practices. This is supported by way of factory training, on-site training, and on-line video resources. Heil adheres to a high standard of business ethics and is a socially responsible company committed to the safe design, manufacture, operation and service of its innovative products.</p>	<p>*</p>
68	Explain how your equipment in this category reduces down-time for the purchasing entity.	<p>Front Loaders</p> <ul style="list-style-type: none"> Streetwise Hydraulics, the Heil® exclusive "clean front head," relocates the hydraulic body valve from the front head to under the side of the refuse body. This design reduces the influence of exhaust heat on the hydraulic components, as well as improving access to the valve bodies. This improves safety and reliability while reducing downtime. The Cortex controller with Insight Display - the brain of our system - is a rugged mobile controller that delivers intelligence and precision. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers demand. The Heil® Half/Pack® front-load garbage truck with Odyssey™ hydraulic controls has interlocking cross-members and long-members that form a rock solid foundation for the body, delivering unmatched durability and longevity. This allows for more uptime, longer equipment life, and a higher resale value. A load-sensing piston pump controls hydraulic flow, intelligently delivering proper oil amounts as required. This increases efficiency, reduces fuel consumption, decreases hydraulic system temperatures, and contributes to low Total Cost of Ownership. Equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control. The operator can look to one place for all of the information needed on the body of the truck. Also, the Insight display offers maintenance personnel advanced troubleshooting features. This not only makes the operator more efficient but also reduces downtime and maintenance. Heil® continues to set the standard for front loader refuse trucks with the evolution of innovative new features that enhance functionality. Our patented Shur-Lock™ tailgate locks, double-walled and lapped hopper sides, and an industry-leading interlaced ladder subfloor foundation mean that your Half/Pack® front loader is built for a long, reliable lifespan. Zinc Plated tubes – The use of zinc plated tubes eliminates corrosion, therefore reducing hydraulic leaks and prevents the need to replace components over the life of the truck. This reduces maintenance and downtime costs. Hydraulic Tube Covers – Protects the tubes and hoses on the arms from damage Illuminated Push Button Controls – Fully sealed and potted, easy to read and understand push button controls for body and lighting functions reduce down time by increasing reliability <p>Rear Loaders</p> <ul style="list-style-type: none"> The patented dual-track packing system is the heart of the PowerTrak® design. Other rear load garbage trucks move shoes or rollers along a single track during sweep and pack cycles. This requires the top cylinder to operate at a sharp angle of resistance, causing intense friction that robs power and speed and increases wear on shoes and tracks. The PowerTrak® Commercial's revolutionary dual-track system gives the top cylinder its own track, significantly reducing the angle of resistance. This reduces friction and increases cycle times because more pressure is exerted directly onto the load, giving you incredibly long life from the aluminum/bronze alloy slide shoes. The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. In addition, the Cortex controllers with Insight Display – has been integrated into the electric system to reduce downtime. By utilizing this mobile controller and placing it in protected locations, the unit becomes more reliable and with more consistent interfaces with chassis electrical systems becomes easier to diagnose and keep on route. <p>Side Loaders</p> <ul style="list-style-type: none"> The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis. The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission. 	<p>67</p>

- The DuraPack® Rapid Rail® automated sideloader also features Cortex with Insight Display. The "brain" of our system is a rugged mobile controller that provides the intelligence and precise control of our unit demands. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers require. This allows for less downtime and ease of service.

- The Heil® Liberty™ Automated Sideloader integrates our time-tested Continuous Pack body with the patented technology of the Python arm. The Continuous Pack body has been a customer favorite for more than 35 years. Our patented paddle packer design continuously sweeps the hopper, so there's no need to stop and pack the load. And, because there's no packer panel to slide into the body, the need for shoes, guide tracks, guide rails, and internal body parts is eliminated

Multi-Compartment Vehicles

- The DuraPack 4060 split-body rear loader utilizes a 40/60 two-compartment split body. Also, the DuraPack® 4060 features independent hydraulic systems enabling the pressure to be adjusted for each compartment based on the type of waste being collected

CNG Capabilities

- CNrG™ offers a lower profile, enabling CNG-equipped front load and side load garbage trucks to make height-sensitive routes previously closed to them. And its smart design makes it road-ready from day one and reduces the need for maintenance and the associated costs. The fully integrated CNrG™ lifts as a regular tailgate and simplifies maintenance and fueling infrastructure. The CNrG™ tailgate structure received rigorous stress analysis and testing, simulating 15 years of operation.

Organics

- The PT 1000® can be equipped with optional features which include: an extended hopper sill, a hopper drain with shut-off valve, extended tailgate seal, body access door seal, an extended body front head plate, and sumps. The one-piece body sidewall is easier to wash and maintain, resists rust and corrosion, and is competitively priced for adding organics collection to your fleet.

- RAPIDRAIL®. Heil is now adding an Automated Organics Collection Side Load garbage truck to our unit portfolio. Rapid Rail has been specifically designed to meet the needs of organic waste collection. The Rapid Rail is equipped to be the optimal Automated Side Loader to collect organics in both the Residential and Commercial Market. The liquid-tight tailgate seal, floor mounted sealed bearing packer design, and now with optional reduced packer sweep functionality of the packer paddle make the Rapid Rail the high lift capacity, low compaction automated solution for organics collection. Available only in a dumping model to ensure optimal payload removal of the "solid organics" with an optional 3" hopper drain valve that will allow for liquid removal at specified locations.

Parts Central

- Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last. Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience. High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight.

Bayne Thinline Premium Lift Systems

- Bayne's actuated lifters for mobile refuse applications feature the patented Thinline® rack and pinion rotary actuator for superior lifting capacity and outstanding reliability. These lifters, also known as cart tippers, are specifically designed to improve the efficiency of your refuse collection operation and minimize your fleet downtime.

Third Eye

- 3rd Eye has developed the industry leading back up truck camera systems designed to withstand shock and vibrations up to 10G, repel water intrusion, salt and handle extreme temperatures.

Dealer Network Advantage

- Our Heil Dealer Network comprises 60 locations to service customers. In addition to these dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as

		<p>easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. By utilizing the local Heil dealer network, we are able to have technicians in the vicinity to the member arrive on site quicker and further reduce the downtime. In the event that the asset must be brought into the dealership, the various locations throughout the country reduce the amount of miles that are needed to be towed to an authorized Heil dealer.</p>	
69	Describe how the equipment you propose simplifies the operation for end-users.	<p>One example is our patented Odyssey™ hydraulic control technology delivers waste industry- lea the links below of some of our customers explaining how our products simplify their operations: Environmental: viewable at https://vimeo.com/318776652</p> <p>E.L Harvey: viewable at https://vimeo.com/292412920</p> <p>JJ's Waste and Recycling: viewable at https://vimeo.com/315331275</p> <p>Another example is our DuraPack® Python® automated side loader. The DuraPack® Python® automated side load garbage truck combines two proven products in one high-performance package — the DuraPack® refuse body, which is famous for its toughness and productivity, and the patented Python® automated arm, which is faster, smoother, and longer lasting than any other.</p> <p>The DuraPack® Python® arm has an 8-second lift cycle. That can save you up to 4 seconds per stop – and up to 1 hour per day – delivering a fiscal savings of more than \$15,000 per trash truck every year! You don't have to wait for the hopper to catch up with a load, either, because the Python® follower panel enables continuous dumping. Twin packing cylinders deliver outstanding payloads, so you can collect more homes with fewer trips to the disposal site.</p> <p>The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis. The Python® unique lift geometry also prevents spillage and enables the arm to return refuse carts with the lids closed every time.</p> <p>The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission.</p> <p>Concerning our rearloading trucks, with over 20,000 built and nearly 30 years of reliability, the Heil® DuraPack® 5000 high-compaction rear load garbage truck has become the mainstay of refuse collection fleets. From small independent haulers to the world's largest municipal fleet, you simply can't find a better rear load body.</p> <p>Engineered to last. The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. Now with the inclusion of the cortex controllers and insight display with integrated controls, the operator has more control and information at their fingertips.</p> <p>Heil's new Semi-Autonomous optional control package allows for single button operation that will reduces operator inputs by 82% when dumping FEL containers. It also greatly reduces driver training time in some cases by 35% while increasing on route productivity of most drivers by up to 30%.</p>	*
70	Provide examples from your product offering that are unique in the industry.	<ul style="list-style-type: none"> The PowerTrak® Commercial PLUS high-compaction tag axle rear loader enables you to maximize productivity by carrying the largest legal refuse loads — up to 1,200 pounds per cubic yard! The Heil® patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than refuse collection trucks with the tag axle integrated into the tailgate. The MultiPack® is ideal for waste routes with "unlimited-at-the-curb" contracts. It's also the perfect unit for those ugly "surprises" that unexpectedly end up next to a customer's trash cart on collection day. Plus, while other garbage truck body manufacturers may offer multi-function trucks, only the Heil® MultiPack® is "totally functional" in both modes of operation because it can pick up a completely manual or automated route. 3rd Eye Enhance Vehicle Behavioral Analytics (VBA™) encompasses the entire suite of camera, monitor, video, data, radar, and ELD solutions. This comprehensive package is offered ala carte to allow fleet owners to choose the systems that make sense for their current application with the built in upgrade path if and when it's needed. 3rd Eye puts fleet owners in the driver's seat with proven applications that help them to make better decisions to deliver the lowest total cost of ownership. 3rd Eye provides engineered body-system-sensor systems that provide real-time status and feedback for both chassis and body-related functions. Fleet owners know critical operational metrics, such as fuel consumption, operational temperatures and pressures – as well as when hydraulics are being utilized and the position of hydraulically operated body systems. This allows fleet owners to know when fuel is being used to move the vehicle vs. when the vehicle is using fuel to perform a body function [like compacting a load of garbage or lifting a man bucket]. Geo sensors allow fleet owners to know when assets are operating on road vs. off road. For the first time, fleet owners have the ability to request tax rebates for the Heavy Highway Use Tax, for fuel used during non-use fuel consumption. Heil's new Semi-Autonomous optional control package allows for single button operation that will reduces operator inputs by 82% when dumping FEL containers. It also greatly reduces driver training time in some cases by 35% while increasing on route productivity of most drivers by up to 30%. 	*

71	If an hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	While Heil is not a chassis manufacturer, we have proven that we have product offering can be utilized on fully electric chassis. This year (2019), Mack Trucks unveiled its Macke battery electric vehicle (BEV) at Waste Expo with a Heil DURAPACK® 5000 Rear Loader. Please click the link below for more information: https://www.macktrucks.com/mack-news/2019/mack-trucks-unveils-fully-electric-mack-lr--refuse-demonstration-model/
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	<ul style="list-style-type: none"> The Heil Co. ("Heil") was founded in 1901 and has been an industry leader and design innovator for decades in the solid waste industry. Heil product designs comply with all safety standards and regulations applicable to our industry, and we actively innovated to improve the protection of our entire value chain, from suppliers to our customers, their customers, and the at-large population that is proximate to our machines every single day. Heil has the widest product line in the industry, including front loaders, side loaders, and rear loaders with a variety of sizes and configurations to match a multitude of on-the-street collection applications. As just one example, the Heil Odyssey Automated Front Loader allows operators to keep their eyes facing forward because the work is in front of them – in the same direction the truck is moving. This design includes features like smooth coordinated lift cycles, multiple patents like the gravity latch used to ensure the arm lift arm is secure during a dump cycle, and a combination of safety interlocks that prevent unsafe movement. Furthermore, Heil is leading the way into the future of automation by enhancing designs with smart sensors and features which relieve some of the in-cab motion stress that operators feel on a daily basis. It may be as simple as an ergonomic arm rest and multi-function joystick, or as complex as motion control design iterations that result in the lowest cab shake possible. Through a rigorous Voice of Customer program, Heil makes active outreach efforts to listens to its customers and innovates to continuously improve the safety and ergonomics of our equipment. The 3rd Eye family of Integrated Collision Avoidance Radar Systems offer cutting-edge solutions to protect both your drivers, your assets, and those in close proximity to your vehicle. 3rd Eye Vehicle Radar Systems assist drivers by notifying them of other vehicles as well as obstacles they may not see. Vehicles operating 3rd Eye radar systems routinely report fewer accidents and near misses and, combined with 3rd Eye camera systems – provide an added level of safety and protection that adds peace of mind – as well as providing documentary evidence to protect companies from false claims of property damage or injury. 3rd Eye collision avoidance radar systems utilize your existing 3rd Eye Mobile camera cables for easy installation.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 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.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 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 "MarketingPlan."

- [Financial Strength and Stability](#) - Appendix B - 2018 Dover Annual Report.pdf - Thursday September 05, 2019 10:23:51
- [Marketing Plan/Samples](#) - Appendix - Marketing samples.zip - Friday September 06, 2019 14:21:37
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - Appendix - Price lists.zip - Monday September 09, 2019 10:55:49
- [Additional Document](#) - Chassis Specifications.zip - Friday September 06, 2019 14:24:44



Commission Meeting Date: May 3, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Proposed Cable System Franchise Agreement between TDS Metrocom, LLC and the City of Great Falls

From: Chuck Anderson, Deputy City Manager

Initiated By: City Manager's Office

Presented By: Chuck Anderson, Deputy City Manager

Action Requested: Conduct a Public Hearing on a Proposed Cable System *Franchise Agreement* between TDS Metrocom, LLC and the City of Great Falls.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the proposed Cable System Franchise Agreement between TDS Metrocom, LLC and the City of Great Falls.”
 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 proposed Cable System *Franchise Agreement* between TDS Metrocom, LLC and the City of Great Falls.

Background: TDS Metrocom, LLC (“TDS”) is a Madison, WI-based cable television service provider (“cable operator”) that has requested a non-exclusive franchise for the provision of cable television services. TDS plans to provide broadband (Internet), video and digital voice services in the City of Great Falls. TDS has recently constructed new networks in Coeur D’Alene, ID and Spokane, WA and has since secured franchise agreements from both the City of Billings and the City of Helena for the construction of new networks to provide cable television services.

Under the Federal Communications Act, as amended, cable operators are required to secure a franchise from a local government granting it permission to use the public right-of-way to provide cable services. Although a local government has the authority to impose certain conditions on a cable system provider, it

cannot unreasonably refuse to award an additional competitive franchise. The Federal Communications Act also authorizes the local government to receive payment in the form of a “franchise fee” of up to five percent (5%) of gross revenues from the cable services provided in the local government’s jurisdiction.

City staff has utilized the services of a consultant to assist in negotiating the terms and structure of the proposed *Franchise Agreement*, which is modeled closely on the terms and structure of the *Franchise Agreement* approved by the City Commission in February of 2020 with the City’s only other cable system franchise holder, Spectrum Pacific West, LLC (“Spectrum”). TDS will be the first new wireline cable operator to enter the Great Falls cable television market since Spectrum’s predecessors first arrived in Great Falls in the 1970’s. Although not subject to either local government regulation or any franchise fee, TDS will also be providing – in addition to cable television service – broadband internet service.

The core structure and terms of the proposed *Franchise Agreement* are generally aligned with the structure and terms of the current *Franchise Agreement* with Spectrum:

- An initial term of ten (10) years (Spectrum term is the same);
- Service Area minimum density generally of at least seven (7) residences per ¼ linear strand mile of aerial cable (Spectrum = thirty-five (35) residences per linear strand mile of aerial cable);
- Subject to a marginal cost offset, provision of free Basic Cable Service to four (4) City facilities (Civic Center, GFPD, GF Public Library and Aim-High/Big Sky Rec Center) (Spectrum = Basic Cable to Civic Center and GFPD);
- Franchise Fee of five percent (5%) of gross revenue (Spectrum = same);
- Provision of educational and government Access Channel (Spectrum = government access); and
- Access Channel capital support for equipment to be used for operation of the Access Channel on our end (initial \$27,000 contribution) (Spectrum = same); supplemental grant up to \$27,000 from Spectrum and proportional for TDS based on its subscriber numbers.

Under Section 15.8 of the City’s current *Franchise Agreement* with the incumbent cable operator (Spectrum), the City was obligated to provide written notice to Spectrum that TDS had made a request for a franchise agreement and that notice has been provided to Spectrum. That same section of the Spectrum *Franchise Agreement* also contemplates that the City will conduct a public hearing to consider the request from TDS for a franchise agreement and provide notice of that public hearing to Spectrum.

At its Regular Meeting on April 5, 2022, the Commission took action to set a public hearing on May 3, 2022 to consider the approval of the proposed *Franchise Agreement* with TDS. This matter is now before the Commission to conduct that public hearing and to consider and take action on the approval of the *Franchise Agreement*.

Fiscal Impact: Approval of the proposed *Franchise Agreement* and a subsequent deployment of its proposed cable system by TDS will eventually yield annual franchise fee revenues for the City. For comparison purposes, the incumbent cable operator (Spectrum) or its predecessors have been in the market since the 1970’s and its five percent (5%) annual franchise fee is generally in the neighborhood of \$600,000, which is allocated to the General Fund.

Alternatives: The Commission could choose to not approve the proposed *Franchise Agreement* with TDS and direct staff to address any perceived concerns with the proposed *Franchise Agreement* as negotiated with TDS to date. As noted above, however, cable system operators are generally entitled to secure franchise agreements from local governments and the approval of those franchise agreements cannot be unreasonably withheld.

Concurrences: This action has been coordinated with and is supported by the Legal, Parks and Recreation, Finance, and Public Works Departments.

Attachments/Exhibits: Proposed Franchise Agreement and Letter from TDS Metrocom, LLC

FRANCHISE AGREEMENT
CITY OF GREAT FALLS, MONTANA

This Franchise Agreement (“Franchise”) is between the City of Great Falls, Montana, hereinafter referred to as the “Grantor” and TDS Metrocom, LLC, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this Franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Commission” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “Equipment” shall mean any poles, wires, cable, antennas, underground conduits, manholes, conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.

- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any State regulatory fees, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law and (5) any Government Access Grant payments (as referenced in Section 13.2 hereof) recovered from Subscribers.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 hereto.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 aerial feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of Montana.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed

to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.12.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable and non-discriminatory local ordinance, resolution, or the City Charter as necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the Grantee's rights or obligations under this Franchise or make it more burdensome for Grantee. In the event of any conflict or inconsistency between this Franchise, any City ordinance or regulation or the City Charter, this Franchise shall control.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the Streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System franchise.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other Equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not

be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including the Government Access channel.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5

Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex, nor shall Grantee deny access to Cable Service to any group of potential residential Subscribers because of the income of the residents of the local area in which such group resides, provided that nothing herein will prevent Grantee from implementing credit, deposit and acceptance criteria or offering (a) the temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; (b) reasonable discounts to senior citizens or economically disadvantaged citizens; (c) discounts for purchasing multiple services; or (d) different and nondiscriminatory rates and charges and classes of service for commercial subscribers or for bulk discounts to multiple dwelling units as allowed by federal law and regulation.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6

Service Availability

6.1 Service Area. The Grantee shall make Cable Service distributed over the Cable System available over a reasonable period of time and based on reasonable business considerations during the term of this Franchise to every residence within the Franchise Area where there is a minimum density of at least seven (7) residences per one-quarter linear strand mile of aerial cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). For purposes of this Franchise, and based on present market conditions and the expectation that the Grantor will allow Grantee to utilize as many as six (6) work crews and will timely provide Grantee with any necessary permits, the parties agree that a reasonable period of time to construct the Cable System shall be five (5) years, starting with the date that Grantee commences actual construction. That date shall be provided by Grantee to Grantor in writing. If, within that 5-year time period, an intervening, unforeseeable event occurs (including force majeure) which would prevent Grantee from meeting this build-out requirement, then Grantee shall give written notice to Grantor and the parties will meet to mutually modify the build-out schedule. The Cable Service will be provided at Grantee's published rate for Standard Installations if such residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to use its best efforts to direct the developer or property owner that it must give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen (15) day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates.

Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent from Grantor or Grantee as set forth in Section 15.7. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Code. All construction practices and installation of Equipment shall be done in accordance with all applicable sections of the National Electrical Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel. Grantee shall provide either GIS data or as-built drawings showing installation locations of its Cable System, excluding Subscriber drops.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be a Fiber-to-the-Premise network capable of delivering high-quality digital video signals meeting or exceeding FCC technical standards as such may be amended from time to time.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed

underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall comply with all generally applicable requirements for accessing the Grantor's Streets for underground and aerial installation as such requirements may be enacted or amended from time to time. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets.

8.4 System Construction. All transmission lines, Equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way. Work in the Street, on public property, near public property, or on or near private property shall be done in a manner that causes minimal interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been placed in the Streets by, or under, the Grantor's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of any Person, or to interfere with new improvements the Grantor may deem proper to make or to unnecessarily hinder or obstruct the free use of the Streets or other public property. In the event of such interference, the Grantor may require the removal or relocation of Grantee's lines, cables, Equipment and other appurtenances from the property in question at Grantee's expense.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the Street as a result of its operation, construction, or maintenance of the Cable System to at least its prior condition, taking into account normal wear and tear and the nature of work required to be performed.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the

same extent all other users of the Grantor's rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9

Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

9.5 Service to Public Buildings. Subject to applicable Law, including FCC regulations governing franchise fee payments, Grantee shall provide, without charge, a Standard Installation and one outlet of Basic Cable Service to the following four (4) locations: 1) City of Great Falls, Civic Center, 2 Park Drive South, Great Falls, MT 59403; 2) City of Great Falls Police Station, 112 1st Street South, Great Falls, MT 59403; 3) a new library location to be designated by Grantor;

and 4) a new City Rec Center location to be designated by Grantor, provided that such locations are located within 125 aerial feet from the point of connection to Grantee's existing distribution system. The Cable Service provided pursuant to this Section 9.5 shall not be used for commercial purposes and the outlets installed in public buildings will not be located in areas open to viewing by the general public. The Grantor shall take reasonable precautions to prevent any inappropriate or unlawful use of or loss or damage to the Grantee's Cable System.

SECTION 10

Franchise Fee

10.1 Amount of Franchise Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of the franchise fee percentage and the method of calculation shall be equivalent when compared to the percentage amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee percentage or different method of calculation than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount or method.

10.2 Payment of Franchise Fee. Payment of the franchise fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the last date on which payment by the Grantee was due. If any undisputed Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day on which payment was due, at the annual rate of one percent (1%) over the prime interest rate.

10.5 Bundling. In accordance with generally accepted accounting principles (GAAP), if Cable Services subject to the franchise fee required under this Section are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, the franchise fee shall be applied to the retail price of the Cable Services in the bundle reduced by no more than a proportionate share of the overall discount.

By way of illustrative example of the formula described above, if Cable Service A is sold separately at a price of \$40 per month, Non-Cable Service B is sold separately at a price of \$40 per month, and Non-Cable Service C is sold separately at a price of \$40 per month, but the three services when purchased together are sold for a single aggregate price of \$100 per month, the amount of the \$100 per month collected by Grantee from each Subscriber purchasing the bundle which is to be included under Gross Revenues under this Franchise (i.e., the amount attributable to Cable Service) shall be \$33.33 per month. As a second example, if Cable Service A is sold separately at a price of \$50 per month, Non-Cable Service B is sold separately at a price of \$63 per month, and Non-Cable Service C is sold separately at a price of \$74 per month, but the three services when purchased together are sold for a single aggregate price of \$150 per month, the amount of the \$150 per month collected by Grantee from each Subscriber purchasing the bundle which is to be included under Gross Revenues under this Franchise (i.e., the amount attributable to Cable Service) shall be \$40.11 per month.

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Grantor, such consent not to be unreasonably withheld, conditioned or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any right, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request and all required documents including FCC Form 394, consent by the Grantor shall be deemed given.

SECTION 12

Reports and Records

12.1 Record of Complaints Required. In addition to all records that Grantee is required to maintain pursuant to the Cable Act, the rules and regulations of the FCC, and any other provision of this Franchise, the Grantee shall maintain a record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.

12.2 Inspection of Records. A copy of Grantee's schedule of charges and the terms of service provided to Subscribers shall be furnished to Grantor upon request. Grantee shall maintain a full and complete set of plans, records and strand maps showing the current location of the Grantee's Cable System and a GIS shapefile of its Cable System and a current Service Area Map, which shall be provided to Grantor upon request no more than once per calendar year. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of at least ten (10) days' advance written notice, to examine during normal business hours and on a non-disruptive basis at a mutually agreeable location any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that

the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than one (1) year, provided the exception being that Grantee shall retain books and records relevant to the franchise fee payments for a period of three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. Grantee acknowledges that Grantor is a public entity subject to Montana's public right to know and inspect public documents. If the Grantor believes it must release any books, records, or maps in the course of enforcing this Franchise, or for any reason, it shall advise Grantee in a timely manner so that Grantee may take appropriate steps to protect its proprietary or confidential interests in advance of such release. Grantee is responsible for demonstrating in a Court of competent jurisdiction that any records or information are confidential and not subject to public inspection.

SECTION 13 **Educational/Government Access**

13.1 Educational/Government Access. Grantee shall provide one Channel on the Cable System for use by the Grantor for non-commercial, video programming for educational and government access programming (the "Access Channel"). The Access Channel may be placed on any tier of service available to all Subscribers.

13.2 Access Channel Capital Cost Support. Grantee shall provide capital cost support for the Access Channel in the form of a grant (the "Access Channel Grant") in the amount of twenty-seven thousand dollars (\$27,000), payable to the Grantor within ninety (90) days of Grantee's provision of service to its first Subscriber. Within one hundred and twenty (120) days following the three (3) year anniversary of the payment of the Access Channel Grant, and provided that the Grantor previously has requested and received, at some point, an additional Access Channel Grant from the franchised cable operator providing cable service in the City as of the date of this Franchise (the "Incumbent Cable Operator"), the Grantor may request an additional Access Channel Grant from Grantee, payable within ninety (90) days of such request. The request shall be in writing pursuant to the notice requirements in Section 15.7 herein. If Grantor requests an additional Access Channel Grant from Grantee pursuant to this section, it shall be in an amount that is proportional to the additional Access Channel Grant requested and received by the Grantor from the Incumbent Cable Operator, calculated by (i) dividing the amount of the additional Access Channel Grant paid by the Incumbent Cable Operator by the number of Subscribers served by the Incumbent Cable Operator as of the date of such additional Access Channel Grant and (ii) multiplying that per subscriber amount by the number of Subscribers served by Grantee as of the date Grantor requests the payment from Grantee of an additional Access Channel Grant. The Grantee shall be entitled to recover such Access Channel Grant payment(s) from Subscribers as allowed by federal law. Grantor and Grantee acknowledge that pursuant to Federal Law [47 U.S.C. § 542 (g) (2) (C)] Access Channel Grant funds are only to be used for capital equipment costs for the educational/government Access Channel and not for operational costs. Access Channel Grant funds shall be for the exclusive use of the Grantor or schools within the Service Area and shall not be used for purposes other than as described under Section 13 herein. The Grantor shall be responsible for installing, operating, maintaining and replacing the equipment purchased as necessary. Upon written request, not more than once annually, Grantee may request from Grantor a letter describing how the Access Channel Grant funds were used for capital costs.

13.3 Educational/Government Access Channel Competitive Neutrality. If the Grantor enters into, amends or renews any franchise agreement with another franchisee after the Effective Date hereof that contains obligations that are lesser in amount than the obligations imposed in this Section 13, Grantee's aggregate obligations under Section 13 shall be reduced to an equivalent amount. To the extent such a reduction is not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise, Grantee may deduct from future franchise fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new, amended or renewed franchise.

13.4 Educational/Government Access Channel Format. Grantee shall cablecast in high definition format ("HD") any educational/government Access Channel programming provided to Grantee in HD. All equipment necessary to produce educational/government Access Channel programming (for example, cameras) in HD for Subscribers shall be at Grantor's costs. Also, consistent with this requirement, the Grantor shall cooperate with Grantee to procure and provide, at the Grantor's cost, all necessary transmission equipment for educational/government Access Channel signal transport, on Grantor's side of the demarcation point at the City of Great Falls Civic Center. Grantee is responsible for procuring and providing, at its cost, all necessary transmission equipment for educational/governmental Access Channel signal transport from Grantee's side of the demarcation point at the City of Great Falls Civic Center to Grantee's headend. Grantee agrees to work cooperatively with the Grantor to ensure Grantor's necessary educational/government Access Channel equipment complies with Grantee's network requirements. Grantee also shall be responsible for the cost of constructing the fiber optic video return line (using ethernet transport or other transport format) from the City of Great Falls Civic Center to Grantee's headend facilities.

SECTION 14

Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have ninety (90) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the ninety (90) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed. During this time, the Grantor shall make reasonable efforts to make any information that serves as the basis for the default allegation available to Grantee.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Commission shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least sixty (60) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the City in accordance with

subsection 15.8 hereof. At the hearing, the Commission shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Commission shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to the district court of the United States for any judicial district in which the Cable System is located, or in any State court of general jurisdiction having jurisdiction over the parties which shall have the power to review the decision of the Commission *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of one or more instances of substantial noncompliance with a material provision of the Franchise by the Grantee. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place, in consultation with the Grantor.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable State and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, declared local or national emergencies, including health emergencies, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, State or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to State or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, or nationally or internationally recognized courier service such as Federal Express. As set forth above, notices shall be delivered or sent to:

Grantor: City of Great Falls
Attn: City Manager
PO Box 5021
2 Park Drive South, Room 204
Great Falls, MT 59403

Grantee: TDS Metrocom, LLC
Attn: Legal Department
525 Junction Road
Madison, WI 53717

15.8 Public Notice. Minimum public notice of any public hearing relating to this Franchise shall be made pursuant to Mont. Code Ann. § 7-1-4127.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) business days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirements as outlined in Paragraphs 15.7 and 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and the letter agreement for reimbursement of consultant's fees and expenses constitute the entire agreement between Grantee and the Grantor and they supersede all prior or other contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Amendment of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Unless such action is necessary to protect public health, safety, or welfare, or required by applicable federal law, any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to *de novo* judicial review.

15.12 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on _____, 2032, unless extended by the mutual written agreement of the parties.

15.13 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 2022.

City of Great Falls, Montana

Signature: _____

Name/Title: _____

By: _____

Lisa Kunz, City Clerk

Approved as to Form*:

By: _____

Jeffrey M. Hindoien, City Attorney

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

Accepted this ____ day of _____, 2022, subject to applicable federal and State law.

TDS Metrocom, LLC

Signature: _____

Name: _____

Title: _____



April 27, 2022

The Honorable Bob Kelly, Mayor
Members of the City Commission
P.O. Box 5021
Great Falls, MT 59403

Dear Mayor Kelly and Members of the City Commission:

Thank you for the opportunity to introduce TDS Telecommunications LLC to Great Falls. As you know, we have been working with the City's consultant and members of the City's team on a cable television franchise to allow TDS to bring a new all-fiber network to the City. By this letter, we request that the City Commission approve our franchise agreement with Great Falls.

When complete, our new system will bring Great Falls some of the fastest internet speeds in the country. Our system will deliver symmetrical internet speeds up to 2Gig (2000 Mbps), TDS' all-digital TV service, TDS TV[®]+, and a variety of phone options for residential and business customers. With speeds up to 2Gig, it's possible to download a typical two-hour, 4K movie in under a minute.

Our residential products and services include the following:

- Internet
 - Speeds from 300Mbps to 2Gig
 - Symmetrical upload and download speeds available for 300Mbps internet product
- TDS TV[®] +
 - Award-winning interface
 - Whole-home DVR
 - Wireless set-top boxes
 - More than 190 channels, 100+ in HD
 - Premium channels
 - Video on Demand
 - TDS TV Everywhere
- Phone service
 - Popular calling features included
 - Voicemail options

TDS looks to partner with growing communities to build high-quality technological infrastructure for future economic growth and success. Fiber networks are in high demand, and we are excited to bring our dependable and durable technology to Great Falls. Our robust fiber network will provide residents the latest tools to upgrade their home for the future. We look forward to moving ahead on the construction on this new network following your approval of the cable franchise agreement.

Sincerely,

[Josh Worrell](#)

Josh Worrell
Sr. Manager – Business Development



Commission Meeting Date: May 3, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10456, New or Expanding Industry Tax Benefit for Calumet Refining, LLC., located at 1900 10th Street NE

From: Tom Micuda, Deputy Director, Planning & Community Development Department

Initiated By: Ron Colwell, General Manager for Montana Renewables, Calumet Refining, LLC.

Presented By: Craig Raymond, Director, Planning and Community Development Department

Action Requested: City Commission conduct public hearing and adopt Resolution 10456

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10456.”

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

Background: Calumet Refining, LLC. has launched a project to convert a portion of its Great Falls plant to allow for the production of renewable fuels. When the investments in the project are completed, the renewable fuel production output is anticipated to be between 10,000 to 15,000 barrels per day while its conventional fuel production will be reduced by an equivalent output – 10,000 to 15,000 barrels per day.

The project to convert production to create renewable diesel fuel requires Calumet to make the following investments in its physical plant:

- Conversion of an existing hydrocracking unit to a renewable diesel unit
- Construction of a new “green” hydrogen plant
- Conversion of an existing hydrotreating unit to co-process kerosene, diesel and gas oil (allowing continued conventional fuel production)
- Modifications to a crude distilling unit (to effectively process reduced rates for crude oil)

- Modifications of the plant's rail system to support the offloading of biomass fuel stock and the distribution of outgoing renewable fuel; and
- Modifications of the plant utility systems to support new operations

The applicant estimates that the totality of the investment needed to fully implement the renewable fuel conversion project will be approximately \$300 million. The applicant is working with the State of Montana Department of Revenue to obtain a permanent property tax abatement on approximately \$250 million of this investment. This is classified as a Montana State Air or Water Pollution Control and Carbon Capture Equipment Abatement. The decision on that request is strictly the purview of the State of Montana and is anticipated to occur at the end of the 2022 calendar year. The applicant is basing its New or Expanding Industry (NEI) Tax Abatement request on the approximately \$50 million of investment that is not captured by the State's abatement. NEI Tax Abatements are 10-year property tax abatements that are subject to both City and County review.

Section 15-24-1402, MCA, provides local government the option of giving Tax Benefits for New or Expanding Industry. Resolution 10456 has been prepared to comply with the requirements of Sections 15-24-1401 and 15-24-1402 MCA. Section 15-24-1402 MCA reads:

15-24-1402. New or expanding industry -- assessment -- notification. (1) *In the first 5 years after a construction permit is issued, qualifying improvements or modernized processes that represent new industry or expansion of an existing industry, as designated in the approving resolution, must be taxed at 50% of their taxable value. Subject to [15-10-420](#), each year thereafter, the percentage must be increased by equal percentages until the full taxable value is attained in the 10th year. In subsequent years, the property must be taxed at 100% of its taxable value.*

Approval of the application will allow the applicant the benefit of being taxed at **50% of the taxable value each year for the first five years after acquisition, and thereafter the percentage must be increased by equal percentages each year** as outlined in the following schedule:

<i>Estimates Provided by Department of Revenue and are subject to change</i>			
Tax Year	Year	% of Taxable Value	City's Tax Reduction incentive
2022	1st year following acquisition	50%	\$440,341
2023	2nd year following acquisition	50%	\$429,558
2024	3rd year following acquisition	50%	\$417,848
2025	4th year following acquisition	50%	\$405,079
2026	5th year following acquisition	50%	\$387,080
2027	6th year following acquisition	60%	\$294,212
2028	7th year following acquisition	70%	\$211,095
2029	8th year following acquisition	80%	\$132,206
2030	9th year following acquisition	90%	\$60,562
2031	10th year following acquisition	100%	\$0
	Subsequent years	100%	\$0
Total			\$2,777,982

Note: this schedule only reflects city tax revenue impacts and does not account for school district, county or state impacts.

The law governing this incentive was amended in 1985, requiring that each local governing body (City and County) may approve the Tax Benefit on a project by project basis. If one local government body approves the tax benefit and the other does not, the benefit will apply only to the mills levied by the approving governing body. In addition, tax benefits do not include any relief from state-wide levies, and local government approval of the application must be made by resolution.

In December 2015, the City Commission adopted Resolution 10119 establishing certain criteria for the evaluation of tax benefit requests. The following is the criteria by which each application is to be evaluated for approval, modification or denial, along with a brief staff comment for Commission consideration of the merits of the project as it pertains to each criteria:

a. Whether the City's financial condition at the time of the application or consideration of the application warrants granting the application;

The City continues to recover from the economic and operational impacts of COVID 19 pandemic. As a result, it is crucial to consider the impacts of every tax abatement request on the City's finances. The City Commission should carefully weigh the total cost of the abatement against the growing pressure on the City's General Fund and the ability to deliver critical services.

b. Whether the application meets all pertinent statutory criteria for the particular project;

The application is complete and meets all pertinent statutory criteria for an abatement request.

c. Whether the property taxes or other taxes and/or assessments on the property are current;

The applicant has indicated that all property taxes and assessments on the refinery property are current or are in the appropriate stage of assessment and/or appeal. For additional background, Calumet Montana Refining protested their 2017 taxable value from the Montana Department of Revenue that set the amount at \$538 million. The appeal went to the Cascade County Tax Appeal Board and the company asked that their taxable value be set at \$190.7 million. The County Tax Appeal Board determined the value to be \$312.5 million. The Department of Revenue filed an appeal on this decision, and the case was eventually settled in 2020. As a result of this settlement, the City received three years of disputed property tax revenue totaling almost \$4 million in 2020. At this time, it is unknown whether Calumet Montana Refining will continue to protest or appeal their taxable value as a result of future assessments.

d. Whether the project may unreasonably affect the tax base of the City;

According to information provided by the applicant, Calumet paid \$1,585,142 in property taxes to the City in 2021, which is approximately 6% of the City's total tax revenue. It is not yet known what amounts will be paid in future fiscal years. As noted in the 10-year abatement schedule provided on Page 2 of this agenda report, the aggregate estimated tax reduction for the City over 10 years has been estimated by the Department of Revenue to be \$2,777,982.

For the Commission's benefit, the City Commission denied a tax abatement request from the applicant to support a significant plant expansion project in 2016. When that request was brought forward, the estimated tax reduction for the City over 10 years was estimated to be \$6,345,185. At the time, the City Commission concluded that a loss of such magnitude would have too great an impact on the City's General Fund.

e. Whether the project would impact employment opportunities within the City;

The applicant has indicated that the proposed renewable fuel conversion project will have a substantial effect on the refinery's employment impact on the City. The applicant estimates that approximately 400 skilled contractors will be added to the workforce over a construction period of 14 months. With regards to permanent employment, 26 new employees have already been hired to support the plant's fuel conversion efforts. This number is expected to climb with more professional employees being needed as production ramps up. On average, typical salary and benefits for Calumet employees averages over \$100,000 annually. Calumet also has indicated a desire to leverage this project as an opportunity for Montana farmers to develop feedstock for the new renewable diesel production rather than use out-of-state feedstock supplies.

f. Whether the project is located within a Tax Increment Financing (TIF) or Targeted Economic Development (TED) District;

This project is not located in either a TIF or TED District.

g. Whether the project has already received additional financial assistance from the City or other authorities having jurisdiction;

As noted above, the City Commission denied a tax abatement request from the applicant in 2016. The applicant is working with the Montana Department of Revenue to prepare an application for a Montana State Air or Water Pollution Control and Carbon Capture Equipment Abatement. Additionally, the applicant is working with Cascade County to potentially receive \$550 million of bond financing to help fund the renewables project through lower interest rates. This decision has not yet been made by the Cascade County Commissioners.

h. As to applications filed pursuant to Mont. Code Ann. §15-24-1601 *et seq.*, whether the Montana State Historic Preservation Office has provided design review assistance and certification for qualifying properties;

The project is not a qualifying property and therefore has not received design review assistance nor certification from the State Historic Preservation Office.

i. Whether the project will create affordable housing opportunities;

The project will not create affordable housing opportunities.

j. Whether the project will encourage additional, unsubsidized development in the area of the project, either directly or indirectly, through "spin-off" development;

This is always a hard criterion to define. There is no question that the creation of both temporary and permanent jobs have the potential to benefit nearby retail land uses. This could create the potential for both expansion projects as well as new construction. Additionally, existing and new housing developments such as the Arc project on Division Road will benefit from an influx of new employees. Finally, there could be benefits that occur in the area of high-value agricultural development to provide feedstock for the renewable diesel operation.

k. Whether the project will facilitate the development process and achieve development on sites which would not be developed without assistance, or would not be developed at a level of acceptable quality;

This criterion will be addressed in the staff's response to Criterion O below. Because the applicant's abatement request is related to investments in new plant infrastructure or conversion of existing infrastructure, the abatement is not being requested to address issues related to the development process or the quality of the overall project.

l. Whether the project would encourage redevelopment of commercial and industrial areas in the City of Great Falls, resulting in a higher level and quality of re-investment;

This criterion is addressed in the staff's response to criterion J. The project is substantial enough in scale that it will likely lead additional investment in nearby commercial and industrial properties. In particular, the applicant is already making investments in its Westgate Mall property because the renewable fuel conversion project is requiring the applicant's mechanical shop areas to be relocated.

m. Whether the project would encourage removal of blight, or the rehabilitation of a high profile or priority site;

The applicant's property is not considered a blighted site. Additionally, the project involves either new investment in plant infrastructure or conversion of existing infrastructure. Staff would not consider the project to be a rehabilitation effort.

n. Whether the application is sought in whole or in part because of increased costs of redevelopment, such as clean-up of a contaminated site, demolition expenses, and the like, over and above costs normally incurred in development;

Although the project involves a limited amount of site demolition work, the abatement is not being sought due to abnormal demolition expenses or to clean up contamination.

o. Whether the project could be developed without the benefit of a tax abatement; i.e., but for the allowance of a tax abatement, the project would not be developed or pursued;

The applicant has indicated that the NEI abatement is a critical component of the renewable fuel conversion project because the company simply does not have the capital reserves to execute the project without assistance from the City, County, and the State of Montana. With this said, the applicant is also actively pursuing private equity investment to assist with this significant capital investment in renewable fuel conversion.

p. Whether conferring the tax benefit will create an adverse impact on existing state, county or municipal services;

This criterion is partially addressed in staff's response to Criterion D. Calumet is a notable contributor to the City's property tax base, making up approximately 6% of taxes collected by the City. The aggregate 10-year reduction is estimated by the Department of Revenue to be \$2,777,982. Individual tax year reductions are noted in the abatement schedule on Page 2. With this noted, there are clearly spin off tax benefits that cannot be quantified due to construction employment, permanent job creation, potential commercial and agriculture and agriculture investment, and the continued growth in assessed value for the refinery itself. In 2016, the applicant's abatement request that would have created a 10-year reduction in City property taxes of over \$6 million was deemed by the City Commission to create an adverse impact on City service delivery. This issue should be carefully considered by the City Commission.

q. Whether the project contributes to the implementation of other policies adopted by the City, including, but not limited to, the City's Growth Policy;

Setting aside the decision regarding the fiscal impact of the project, the proposed conversion of the plant to implement significant renewable fuel production is consistent with numerous policies contained in the City's Growth Policy. These include:

Economic (pg 68):

- To diversify and strengthen the City's economic base by ensuring growth, quality development and employment opportunities.

- To enhance, strengthen and expand the City's existing economic base.
- To attract new businesses and support the expansion of existing businesses in a manner that bolsters employment opportunities in the City.
- To continue to forge partnerships with...business-related organizations in a manner that will attract future development.

Implementation (pg 117):

- Maintain a Good Business Climate of the City.

Environmental (pg 145):

- Incentivize and promote renewable, clean energy and energy efficiency standards as viable options in the City.

2025 Economic Vision and Goals (pp 148-149):

- "The energy sector has greatly expanded. It is an economic engine... The energy sector is balanced between the clean conversion of conventional and traditional sources of fuels with a complimenting mix of alternative sources such as...bio-fuels, etc."

r. Whether the project would meet other criteria as would be considered reasonable for the best interests of the City.

No other criteria are applicable to this request.

Fiscal Impact: By way of background, Calumet was denied a previous tax abatement request in 2016. In that request, the basis for denial was that the aggregate loss of property tax revenue, estimated to be more than \$6 million over the 10 year abatement period, would have had a negative impact on City service delivery.

During the time period between 2018 and 2020, Calumet contested the property's 2017 taxable value. The protest resulted in a \$4 million tax revenue loss to the City. The amounts of uncollected revenue were as follows:

- 2018 - \$2,125,254 of protested taxes
- 2019 - \$1,107,308 of protested taxes
- 2020 (1st half) - \$703,783 of protested taxes

The budgetary impact of the uncollected tax revenue during this period is depicted in the attached chart. The chart shows the City's General Fund Unreserved Fund Balance for a 5-year period between 2016 and 2020. The recommended policy for the percentage of unreserved fund balance in proportion to the General Fund Balance is approximately 22 percent. As the chart depicts, the City maintained a healthy percentage of 26% and 30%, respectively, in Fiscal Years 2016 and 2017. During the 2018-2020 period, this percentage dropped to 23%, 22%, and then 17%, respectively, while the impact of Calumet's protested increased over the same period.

As a final note, it is important for the Commission to also think about the cumulative impact of multiple tax abatement requests to the City's General Fund. At the April 19 meeting, the Commission granted approval for the Great Falls Clinic to receive a 5-year abatement. The cumulative loss of revenue over the 5-year period for this abatement is estimated to be \$397,168. Perhaps more important, the impact in the first year of the abatement is \$158,167. When combined this application's requested abatement impact of \$440,341 in Year 1, the cumulative revenue loss climbs to just under \$600,000.

Alternatives: The City could deny the request. It cannot change the amount of the request as it is statutorily established. The City Commission needs to weigh whether the benefits of the applicant's

investments in alternative energy production and company employment growth outweigh the impacts of reduced property tax revenue to the City's General Fund. Additionally, the Commission must decide whether the project would be viable without the abatement incentive being granted.

Concurrences: The Planning and Community Development Department has coordinated with the Department of Revenue, the City's Finance Department, and the City Manager's Office throughout the process.

Attachments/Exhibits:

Resolution 10456

Application

General Fund Unreserved Fund Balance Chart

RESOLUTION 10456

A RESOLUTION APPROVING THE APPLICATION FOR THE NEW OR EXPANDING INDUSTRY TAX BENEFIT FOR CALUMET MONTANA REFINING LLC'S RENEWABLE FUEL CONVERSION PROJECT, LOCATED AT ITS FACILITY ON 1900 10TH STREET NE, GREAT FALLS, MT, FURTHER DESCRIBED AS GOVERNMENT LOTS 2-3, MARK 8, LOCATED IN SEC. 01, T20N, R3E, CASCADE COUNTY, MONTANA, PURSUANT TO MONT. CODE ANN. §§ 15-24-1401 AND 15-24-1402

* * * * *

WHEREAS, the State of Montana has provided enabling legislation to encourage new industry or expansion of existing industry, and;

WHEREAS, said encouragement allows for new or expanding industries to be taxed at 50% of their taxable value for the first five years, and;

WHEREAS, in years six through ten, the taxes will increase by equal percentages until the full taxable value is attained in the tenth year, and;

WHEREAS, Mont. Code Ann. §§ 15-24-1401 and 15-24-1402 provide the opportunity for local governing bodies to give Tax Benefits for New or Expanding Industry, and;

WHEREAS, the applicant, Calumet Montana Refining, LLC, has submitted an application for a New or Expanding Industry Tax Benefit pursuant to Mont. Code Ann. §§ 15-24-1401 and 15-24-1402 for the property located at 1900 10th Street NE, described as Government Lots 2-3, Mark 8, City of Great Falls, Cascade County, MT, and;

WHEREAS, in order for a taxpayer to receive the tax benefits, following due notice as defined in Mont. Code Ann. § 7-1-4127 and a public hearing, the City Commission, having jurisdiction, must have approved by separate resolution for each project the application for tax benefits, and;

WHEREAS, the City Commission adopted Resolution 10119 on the 1st day of December, 2015, Establishing Criteria for Evaluating Tax Abatement or Benefit Requests.

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

Following a public hearing and taking into consideration the criteria established in Resolution 10119, the City Commission of the City of Great Falls does hereby approve Calumet Montana Refining, LLC's Application for a New or Expanding Industry Tax Benefit pursuant to Sections 15-24-1401 and 15-24-1402 MCA amended.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on May 3, 2022.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Jeffrey M. Hindoen, City Attorney



MONTANA
CAB-1
V1 10 19

New or Expanding Industry Classification Application

This form must be submitted to the appropriate local governing body by the property owner of record or the owner's representative prior to commencement of construction or by March 1 of the tax year the benefits are requested. Refer to [15-24-1401](#) and [15-24-1402](#), Montana Code Annotated (MCA) and Administrative Rules of Montana (ARM) [42.19.1235](#) for detailed information on the application process.

Required Information

Applicant Name Calumet Montana Refining, LLC.	Property Address 1900 10th St NE
Mailing Address 1900 10th St NE	City Great Falls
City Great Falls	State MT ZIP 59404
State MT ZIP 59404	County Cascade
Email ron.colwell@calumetspecialty.com	Geocode (This can be found on the classification and appraisal notice.) 02-3015-01-2-05-01-0000
Contact Phone 406-454-9871	Assessment Code 0001878725

Remodeling, Reconstruction or Expansion Information

Construction start date October 2021

Estimated construction completion date November 2022

Date first building permit received October 7, 2021

Is an extension of construction period requested? ☐ No
☒ Yes, a 6 month extension is requested.

Note: The construction period for a specific project may not exceed 12 months unless and extension is approved by all affected local government bodies.

Estimated cost of remodeling, reconstruction, or expansion \$ <300MM

Brief description and diagram of the remodeling, reconstruction or expansion.

(If additional space is required, please attach additional pages.)

Calumet is actively pursuing a Renewable Diesel Conversion project to use soy oil and other biomass feedstocks to produce renewable diesel through a portion of the Great Falls refinery that will be modified for this purpose as well as building a new "green" hydrogen plant. A substantial portion of the potential estimated environmental project cost is anticipated to be certified as pollution control property by the MDEQ.

The scope of work and construction details are described/illustrated in the attached pages.

Applicant Signature Ronald Z. Colwell, General Manager for Montana Renewables Date October 11, 2021

These sections to be completed by the Department of Revenue and appropriate local governing bodies.

For Department of Revenue Use Only

Application received by the department from the local government body on _____.

The remodeling, reconstruction or expansion of existing buildings or structures will increase the taxable value by at least 2.5 percent. ☐ Yes ☐ No

Comments _____

Signature _____ Date _____

Printed Name _____ Title _____

For City Government Use Only

Application received by the city governing body, _____, on _____.

This application for tax benefits for the remodeling, reconstruction or expansion of existing buildings or structures is: ☐ Approved ☐ Disapproved

If approved, the tax benefits will be implemented for Tax Year _____.

The construction period for a specific project may not exceed 12 months unless an extension is approved by all affected local government bodies. We approve an additional _____ month(s) extension to the 12-month construction period.

Signature _____ Date _____

Printed Name _____ Title _____

Note: Please forward a copy of the processed application with the governing body's decision to the local Department of Revenue field office with signed resolution.

For County Government Use Only

Application received by the county governing body, _____, on _____.

This application for tax benefits for the remodeling, reconstruction or expansion of existing buildings or structures is: ☐ Approved ☐ Disapproved

If approved, the tax benefits will be implemented for Tax Year _____.

The construction period for a specific project may not exceed 12 months unless an extension is approved by all affected local government bodies. We approve an additional _____ month(s) extension to the 12-month construction period.

Signature _____ Date _____

Printed Name _____ Title _____

Note: Please forward a copy of the processed application with the governing body's decision to the local Department of Revenue field office.

CALUMET's Montana Renewable Diesel Conversion Project NEIC Application Attachment

CMR has this unique opportunity to lead Montana's energy transition to high quality renewable fuels which is an emerging market driven by cultural trends and desire to reduce carbon emissions or footprint. The Renewable Diesel Conversion Project converts a portion of the plant to allow both conventional fossil fuels production as well renewable fuels production. The renewable production is expected to be 10,000 – 15,000 barrels per day while the conventional production will be reduced to 10,000 – 15,000 barrels per day.

Key elements of the project are:

- Conversion of the existing hydrocracking unit (MHC) to a renewable diesel unit (RDU) – this requires significant physical modifications to the unit.
- Construction of a new “green” hydrogen plant (No 4 H₂ Plant) – this is required to meet the hydrogen demand of the RDU by using the RDU off gases as feedstock for the hydrogen plant.
- Conversion of the existing hydrotreating unit (HTU) to co-process kerosene, diesel, and gas oil – this allows continued conventional fuels production.
- Modifications to the crude distillation unit (CDU2) – this is to turn down the unit to effectively process the reduced crude rates.
- Reconfiguration of the tanks, pumps, piping, etc. including construction of new tanks and facilities – this is required to provide storage and segregation of the conventional fluids from the renewable fluids.
- Modifications of the plant rail system – this is required to offload the biomass feedstock coming in by rail as well as load the renewable fuels going out by rail.
- Modifications of the plant utility systems – this is required to support the various utility needs of the units, storage, and rail operations.

These elements are illustrated in the following two documents: first is the block flow diagram showing the flow of the process through the units; and second is the plot plan showing the location of work within the plant.



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calumetspecialty.com

November 29, 2021

NEIC Application for Renewable Diesel Conversion (RDC) Project to Address Resolution No. 10119

In response to Resolution No. 10119 of the City of Great Falls City Commission establishing criteria for evaluating tax abatement or benefit requests, Calumet is providing the following statements addressing criteria spelled out in part 2.0 (a-r) as applicable to Calumet's NEIC application already submitted to the Planning and Community Development Department and accepted as complete.

- a. Whether the City's financial condition at the time of the application or consideration of the application warrants granting the application – (to be answered by City)
- b. Whether the application meets all pertinent statutory criteria for the particular project – it is the opinion of Calumet that the application is complete and meets all pertinent statutory criteria for the RDC project.
- c. Whether the property taxes or other taxes and/or assessments on the property are current – all property taxes and assessments on the Calumet Montana Refining property are current or are in the appropriate stage of assessment and/or appeal.
- d. Whether the project may unreasonably affect the tax base of the City – in 2021, Calumet's property taxes to the City of Great Falls is \$1,585,142 which is approximately 6% of the City's total property tax revenue of \$26 million. Calumet will be applying for the Montana Department of Revenue permanent tax exemption for new pollution control equipment and therefore we anticipate a remaining \$50 million of property valuation for NEIC abatement. If the City grants the NEIC tax abatement per MCA 15-24-1402, this equates to an unbudgeted increase of \$1.4 million over a 10 year period. Rejecting the application puts execution of the project at risk and only increases Calumet property taxes an additional \$0.8 million over the same 10 year period. This is a solid investment in growing a long-term industrial partner that was established in 1922. The growth from this project will also increase dependence upon City utilities by the refinery as well as additional employment resulting from the project. Utilities and other services are the major source of revenue for the City.
- e. Whether the project would impact employment opportunities within the City – the RDC project impacts the employment opportunities within the City in a very positive way. Current estimates of temporary construction contractors to be employed on the project are about 400 skilled contractors receiving good wages and per diem for living expenses over the course of construction of 14 months. Permanent employment at the refinery has already begun with 26 new hourly hires and is expected to continue with a number of professional hires; all of which are highly sought after positions due to much higher

than average wages and benefits. Payroll and benefits average over \$100,000 annually per Calumet employee. Calumet also expects additional employment of full and part-time contractors and indirect jobs in the community. Calumet has been very forthright with government leaders, legislators, and agricultural interests on our desire to leverage this opportunity with Montana stock growers and farmers to develop feedstocks for the renewable diesel process versus out-of-state supply.

- f. Whether the project is located within a Tax Increment Financing (TIF) or Targeted Economic Development (TED) District – (to be answered by City)
- g. Whether the project has already received additional financial assistance from the City or other authorities having jurisdiction – Calumet has not applied for any other financial assistance from the City. We intend to apply for Montana state Air or Water Pollution Control and Carbon Capture Equipment abatement.
- h. Whether the Montana state historic preservation office has provided design review assistance and certification for qualifying properties – this is not applicable for RDC project.
- i. Whether the project will create affordable housing opportunities – this is not applicable for RDC project.
- j. Whether the project will encourage additional, unsubsidized development in the area of the project, either directly or indirectly, through “spin-off” development – as stated above, spin-off employment is expected in the community to provide additional support to the refinery as a result of this investment as well as the potential for high value-added agricultural development to provide locally sourced feedstocks for renewable diesel. Calumet is preparing for this agricultural growth by including in the project a feedstock clean-up unit that will provide the ability to source raw vegetable oils and animal tallow from local producers.
- k. Whether the project will facilitate the development process and achieve development on sites which would not be developed without assistance, or would not be developed at a level of acceptable quality – Calumet believes there is potential but does not have any plans or a way to assess the impact in this regard.
- l. Whether the project would encourage redevelopment of commercial and industrial areas in the City of Great Falls, resulting in a higher level and quality of re-investment – Calumet believes there is potential but does not have any plans or a way to assess the impact in this regard.
- m. Whether the project would encourage removal of blight, or the rehabilitation of a high profile or priority site – the RDC project is located within the fence line of the refinery.

- n. Whether the application is sought in whole or in part because of increased costs of redevelopment, such as clean-up of a contaminated site, demolition expenses, and the like, over and above costs normally incurred in development – the RDC project, by nature of developing the project with the fence line of the refinery, does include limited and purpose driven site demo and clean-up to free up much needed plot space for the new equipment and processes.
- o. Whether the project could be developed without the benefit of a tax abatement; i.e., but for the allowance of a tax abatement, the project would not be developed or pursued – Calumet has been forthright with communicating that we do not have the capital reserves to complete the RDC project and is actively pursuing further equity investment to help with funding for a return on their investment. Tax abatement under state statutes provides similar investment by City, County, and State authorities in the project to encourage growth with a return through additional tax base from that growth. This tax abatement per the statutes helps Calumet attract other investors and abates property taxes in the short term while the business is developing.
- p. Whether conferring the tax benefit will create an adverse impact on existing state, county or municipal services – (to be answered by City)
- q. Whether the project contributes to the implementation of other policies adopted by the City, including, but not limited to, the City's Growth Policy; and/or – in regards to the City's Growth Policy, this project checks the box on a number of listed goals within that policy. Here is are just a few key goals and principles:

Economic (pg 68):

- To diversify and strengthen the City's economic base by ensuring growth, quality development and employment opportunities.
- To enhance, strengthen and expand the City's existing economic base.
- To attract new businesses and support the expansion of existing businesses in a manner that bolsters employment opportunities in the City.
- To continue to forge partnerships with...business-related organizations in a manner that will attract future development.

Physical (pg 88):

- Encourage the most appropriate use of land throughout the City.

Implementation (pg 117):

- Pursue Demonstration Projects in the City.
- Maintain a Good Business Climate of the City.

Environmental (pg 145):

- Incentivize and promote renewable, clean energy and energy efficiency standards as viable options in the City.

3.0 2025 Economic Vision and Goals (pp 148-149):

- "The creation of primary sector jobs have increased the City's tax base."
- "The energy sector has greatly expanded. It is an economic engine... The energy sector is balanced between the clean conversion of conventional and



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traditional sources of fuels with a complimenting mix of alternative sources
such as...bio-fuels, etc.”

- r. Whether the project would meet other criteria as would be considered reasonable for the best interests of the City – (to be answered by City)

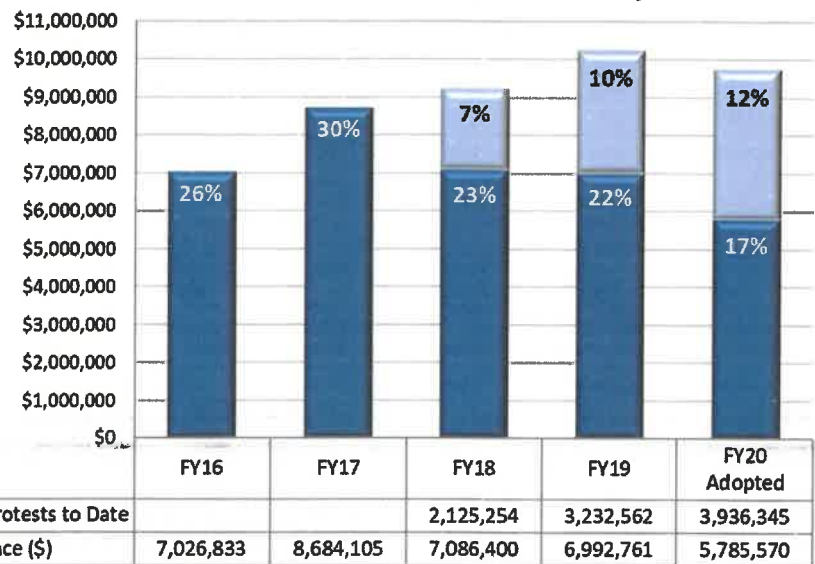


General Fund Unreserved Fund Balance

General Fund Unreserved Balance
22% Recommended Minimum Policy

Summary of Calumet Protest

Fiscal Year	Protested Amount
2018	\$ 2,125,254
2019	\$ 1,107,308
2020	\$ 703,783 (1st Half Only)
Total	\$ 3,936,345



Calumet Protests to Date			2,125,254	3,232,562	3,936,345
Fund Balance (\$)	7,026,833	8,684,105	7,086,400	6,992,761	5,785,570



Commission Meeting Date: May 3, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Award Three Year Audit Contract with Anderson ZurMuehlen & Co., P.C.

From: Audit Committee

Initiated By: Audit Committee

Presented By: Melissa Kinzler, Finance Director

Action Requested: Award Three Year Audit Contract for Fiscal Years 2022 through 2024

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a three year contract for audit services with Anderson ZurMuehlen & Co., P.C. (AZ) at a cost of \$52,000 for Fiscal Year 2022, \$53,000 for Fiscal Year 2023, and \$54,000 for Fiscal Year 2024.

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

Staff Recommendation: Staff recommends awarding a three year contract for audit services with Anderson ZurMuehlen & Co., P.C.

Summary: The City of Great Falls issued a request for proposal (RFP) for audit services for Fiscal Years 2022, 2023 and 2024. The City received two responses to the RFP including Junkermier, Clark, Campenella and Stevens, PC (JCCS); and Anderson ZurMuehlen & Co., P.C. (AZ).

Background: The Audit Selection Committee (Selection Committee) met on April 4, 2022 to review and evaluate audit proposals. The Committee followed the City’s RFP selection process, state statute, and the Government Finance Officers Association recommended practices. Two major requirements were used in reviewing the proposals: 1) The firm’s past experience and performance on comparable government engagements and 2) The quality of the firm’s professional personnel’s experience to be assigned to the engagement and the quality of the firm’s management support personnel’s experience to be available for technical consultation. The RFP stated these two requirements would be 70% of the selection process while cost was attributed at 30%. The Selection Committee recommended awarding the audit services contract to AZ.

The Audit Committee met on April 19, 2022 to review the recommendations of the Audit Selection Committee. The Audit Committee also recommends awarding the audit services contract to AZ.

The Selection Committee and Audit Committee recommends AZ for several reasons. First, AZ had slightly more municipal auditing experience than JCCS based on the references provided. Additionally, AZ's cost proposal was more attractive than the other proposal.

The audit committee recommends AZ be awarded the contract at a cost of \$52,000 for Fiscal Year 2022, \$53,000 for Fiscal Year 2023, and \$54,000 for Fiscal Year 2024 - a total cost of \$159,000. The cost proposal from JCCS was \$79,850 for Fiscal Year 2022, \$83,850 for Fiscal Year 2023, and \$88,050 for Fiscal Year 2024 – a total cost of \$251,750.

AZ has been the City of Great Falls auditors since Fiscal Year 2016. The City in the past and will in the future request that the auditors be diligent about having frequent rotation of specific auditor's areas of review.

The actual audit contract is between the City of Great Falls, the auditor, and the State of Montana.

Fiscal Impact: The total cost for Fiscal Years 2022, 2023 and 2024 will be \$159,000 which includes the agreed upon procedures on the local building code enforcement program. This prior contract entered into with AZ was for \$141,000 for Fiscal Years 2019, 2020, and 2021. This will be an \$18,000 increase or 12.76% increase over a three year period.

Alternatives: The City Commission may not approve the contract for the audit services, and direct the City Manager to resubmit a Request for Proposals for audit services or select the other audit firm.

Concurrences: Audit Committee consisting of Mayor, one City Commissioner, City Manager, Private Citizen and Finance Director.

Attachments/Exhibits: Audit Contract between the State, AZ, and the City of Great Falls

DEPARTMENT OF ADMINISTRATION
STANDARD AUDIT CONTRACT

This Contract is made this 20th day of April, 2022, by and among

Anderson ZurMuehlen & Co., P.C.

Certified Public Accountant
("Contractor"),

City of Great Falls, Montana

Governmental Entity
("Entity"),

and the **Montana Department of Administration, Local Government Services, ("State")**, acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated. **The State's mailing address, phone number and e-mail address are P.O. Box 200547, Helena, MT 59620-0547; (406) 444-9101; and LGSPortalRegistration@mt.gov.**

1. **Effective Date:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State's approval of the contract and the State subsequently does not approve the contract, the Contractor is not entitled to receive any compensation for the work performed.
2. **Audit Period and Payment:** This contract covers the following audit period(s):
July 1, 2021 to June 30, 2024.
 - A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$ 52,000 for initial (or sole) audit covering 07/01/2021 to 06/30/2022.
\$ 53,000 for subsequent audit covering 07/01/2022 to 06/30/2023.
\$ 54,000 for subsequent audit covering 07/01/2023 to 06/30/2024.

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference. Any change to the audit fees requires a contract amendment.
 - B. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.
 - C. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain ten percent (10%) of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.

3. **Peer Review:** The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period.
4. **Audit Scope:** The Contractor shall perform the following:

- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The Contractor shall opine on the presentation of the Entity's financial statements in accordance with the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA.

If the Contractor's opinion on the Entity's financial statements is other than unmodified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.

- B. The Contractor shall perform tests of internal control over financial reporting. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards
- C. The Contractor shall perform tests of the Entity's compliance with provisions of laws, regulations, contracts, and grant agreements. The Contractor shall use the local government compliance supplement prepared by the State, as required by Section 2-7-505(2), MCA, in conjunction with Government Auditing Standards to determine the compliance testing to be performed during the audit. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards. If the Contractor becomes aware of fraud, waste or abuse, the Contractor shall report related findings in accordance with Government Auditing Standards. The Contractor shall perform tests, including but not limited to the following, to determine whether:
 - (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
 - (2) the Entity has complied with the provisions of each of its debt covenants and agreements;
 - (3) if the audit is of a county, city or town, the Entity has retained money in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
 - (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency or custodial funds maintained by the Entity, as required by Section 2-7-505, MCA.

If required by the State, the Contractor shall provide documentation of testing performed to comply with (3) and (4), above.

- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”). If these federal regulations are amended, the amended regulations will prevail.
- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this contract must be as specified in Appendices A, B and C. Any change to the audit scope with regard to federal financial assistance requires a contract amendment.
- F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined in the Entity’s applicable financial reporting framework prescribed at Section 2-7-504, MCA. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State’s Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

- G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:
 - (1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring “Student Count for ANB” reports; and
 - (2) when applicable, the extracurricular funds for pupil functions.
- H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.
- I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing. To notify the State, Contractors shall email LGSPortalRegistration@mt.gov to the attention of the Local Government Services Bureau Chief. To notify the State Office of Public Instruction, Contractors shall email OPIAuditReport@mt.gov to the attention of the OPI Auditor.
- J. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

5. **Entity’s Responsibilities:** The Entity shall be responsible for:

- A. its basic financial statements, including note disclosures;
 - B. all supplementary information required by its applicable financial reporting framework prescribed at Section 2-7-504, MCA and by provisions of this contract;
 - C. establishing and maintaining effective internal control over financial reporting, including internal controls related to the prevention and detection of fraud;
 - D. ensuring that it complies with the laws, regulations, contracts and grant agreements applicable to its activities;
 - E. making all financial records and related information available to the Contractor;
 - F. the schedule of expenditures of federal awards required for audits conducted under Uniform Guidance;
 - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
 - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
 - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
7. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
8. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) for the delay. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of Uniform Guidance, the Contractor shall complete the audit and issue the audit report within the time period required by that federal regulation, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the due date of the Uniform Guidance from a federal agency, the Entity shall submit a copy of the approved extension to the State.
9. **Due Date Extension:** The State may grant an extension to the Entity for filing the audit report beyond the one- year due date provided for in paragraph 8, above. To do so, the Entity shall make a request to the State

in writing and shall show good cause for the delinquency or demonstrate that the failure to meet the deadline provided for in paragraph 8, above, was the result of circumstances beyond the Entity's control. The State will determine good cause or circumstances beyond the Entity's control based on the facts of each case.

10. **Presentation of Audited Financial Statements:** The final audit report must contain basic financial statements and supplementary information consistent with the applicable financial reporting framework prescribed at Section 2-7-504, MCA. In addition, other supplementary information required by provisions within this contract and by Uniform Guidance must also be included, if applicable.
 - A. The final audit report must also contain any supplementary or other information as agreed upon by the Entity and Contractor.
 - B. If the Entity's accounting records or other circumstances do not permit financial statements to comply with the applicable financial reporting framework prescribed at Section 2-7-504, MCA, the Contractor shall notify the State of those conditions and describe the financial statements that will be presented. The applicable auditor's reports must be modified in accordance with professional standards to reflect a departure from the applicable financial reporting framework.
 - C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
 - D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor's Report.
11. **Auditor's Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
 - A. a report on the financial statements of the Entity;
 - B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - C. a reference to a report disclosing any deficiencies in internal control or instances of noncompliance with provisions of contracts or grant agreements or abuse that have a less than material effect on the financial statements but warrant the attention of management or those charged with governance. This report must be referred to in the report required in 11.B. above.
 - D. a report on any supplementary or other information presented in the audit report. This report must be given in an "other matters" paragraph(s) of the auditor's report on the financial statements (11.A. above), and shall identify, if applicable:
 - (1) Any Required Supplementary Information (RSI), as required by the Governmental Accounting Standards Board.
 - (2) Any Supplementary Information (SI) included in the report to comply with provisions of laws, regulations, contracts, or grant agreements. For the following schedules, the Contractor shall report

on whether the information is fairly stated, in all material respects, “in relation to” the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:

- a) schedule of school district “Student Count for ANB” required in paragraph 13.A.;
- b) schedule of school district extracurricular fund financial activities required in paragraph 13.B.;
- c) schedule of expenditures of federal awards required by Uniform Guidance and in paragraph 12.A.; and
- d) Any supplementary information for financial reporting frameworks required by A.R.M. 2.4.401.

(3) Any Other Information (OI) for financial reporting frameworks required by A.R.M. 2.4.401.

(4) Any Other Information (OI) that is included in the audit report, if deemed appropriate in accordance with professional standards.

- E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.
- F. If the Contractor includes audit findings in the reports referenced in 11.B. and 11.C. above, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor submits the audit report to the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.

12. **Single Audits:** All audit reports for single audits done in accordance with Uniform Guidance must contain the following:

- A. a schedule of expenditures of federal awards, prepared by the Entity, which must contain all elements required by Uniform Guidance.
- B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by Uniform Guidance and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
- C. a report on compliance for each major program and a report on internal control over compliance in accordance with Uniform Guidance. These reports must refer to the separate schedule of findings and questioned costs described in paragraph 12.D. of the contract and must comply with applicable professional standards in effect for the fiscal year or years being audited.
- D. a schedule of findings and questioned costs which must include the information required by Uniform Guidance.

- E. an Entity-prepared document, separate from the Contractor's findings, that describes the Entity's corrective action plan in accordance with Uniform Guidance for each current-year audit finding, if that plan is available at the time the Contractor submits the audit report to the State. This document should be submitted on Entity letterhead and should include a corrective action plan for each finding, regardless whether the finding is identified in accordance with Uniform Guidance or Government Auditing Standards.
13. **School Districts:** School district audit reports must include the following as supplementary information/schedules:
- A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and Spring "Student Count for ANB" reports and as documented by the school district's enrollment records; and
- B. a detailed schedule of extracurricular fund financial activities.
14. **Local Governments Reporting on Non-GAAP Financial Reporting Framework:** Audit reports of local governments that report on a non-GAAP financial reporting framework as provided in A.R.M. 2.4.401 must include any Supplementary Information and Other Information required in that administrative rule.
15. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited, including the reports and schedules referenced in paragraphs 11 through 14 above.
16. **Exit Conference:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and other appropriate Entity officials and employees. The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference. The Contractor further agrees that before the exit conference, it will not discuss the audit findings with anyone other than the Entity or the State. Once the Contractor delivers the final audit report to the Entity, the report is deemed to be a public record.
17. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
- A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C. The cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices.
- B. The Contractor shall submit one of the copies referred to in 17.A., above, to the attorney for the Entity.
- C. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
- D. The Contractor shall provide the State with a text-searchable, unlocked, and unencrypted electronic copy of the audit report at no charge. The report must be submitted to the State at the same time when the Contractor delivers the final audit report to the Entity. Any report delivered separately to management or those charged with governance identifying findings and recommendations as described in 11.C. above must be submitted electronically at the same time the audit report is submitted. The Contractor shall advise the State, at the time of submitting the electronic report, of the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours the Contractor spent conducting the audit, the total audit fee billed the Entity, and whether the audit was conducted in accordance with the

provisions of Uniform Guidance.

- E. If the Entity is a school district or associated cooperative, the Contractor shall provide at no additional charge copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
 - F. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide at no additional charge one copy of the audit report to the city or town clerk.
 - G. If the audit is a single audit conducted in accordance with the provisions of Uniform Guidance, the Entity shall provide copies of the reporting package defined in Uniform Guidance and the data collection form to the federal clearinghouse designated by OMB.
18. **Entity Response:** If not included in the audit report as provided in paragraphs 11.F. and 12.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report as required by Section 2-7-515, MCA, and ARM 2.4.409. This notification must also address any findings and recommendations identified in any report to management or those charged with governance described in 11.C. above. If the audit is a single audit conducted in accordance with Uniform Guidance, this corrective action plan must also meet the requirements of Uniform Guidance. If the Entity is a school district or special education cooperative, the Entity shall also send a copy of this notification to the Office of Public Instruction.
19. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
20. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters regarding this engagement. This contract must not include non-audit services. The Contractor shall neither arrange for nor accept other work with the Entity that could in any way impair the Contractor's compliance with professional independence standards. If required by the State, the Contractor shall provide documentation that independence has been maintained in both mind and appearance as required by professional auditing standards.
21. **Contractor and Subcontractors:** The Contractor shall not assign any rights, or subcontract or delegate any duties of the contract without the Entity's and State's prior written consent.
- The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. Any subcontractors performing audit work shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State. The Contractor is responsible to the Entity and the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors or agents. There is no contractual relationship between any subcontractor and the State.
22. **State Participation in Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences held in conjunction with the audit of the Entity.

23. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's work programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the work programs and supporting working papers available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, work programs, and supporting working papers for a minimum of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.
24. **State Review of Report:** As provided by Section 2-7-522, MCA, the State shall review the Contractor's audit report. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.
25. **Independent Contractor:** The Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for any purposes.
26. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71).
27. **Indemnity:** The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor's employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation does not apply to acts or omissions arising from the sole negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.
- If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.
28. **Insurance – Commercial General Liability:** The Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence with respect to the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and

Entity and their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Insurance - Professional Liability: The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity may require complete copies of certificates of insurance during the term of this contract.

29. **Compliance with Laws:**

- A. The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subcontracting by the Contractor subjects subcontractors to the same provisions.
- B. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.

30. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and shall respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.

31. **Termination before Audit Commences:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach.

The Contractor and the Entity may agree to terminate this contract without cause before the commencement of the audit. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing

the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

32. **Termination after Audit Commences:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach. If the Contractor is the breaching party and fails to remedy the breach, the Contractor is not entitled to the fee set out in this contract. This is the Entity's and the State's sole remedy. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the fee set out in this contract, based on the percentage of work completed at the time of termination. This is the Contractor's sole remedy.

The Contractor and the Entity may agree to terminate this contract without cause after the audit has commenced but before the audit report has been issued. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

33. **Contractor Compliance with CPE and Quality Control Review:** The Contractor certifies compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.
34. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984, as amended, and Uniform Guidance, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
35. **Time is of the Essence:** Time is of the essence regarding all provisions of this contract.
36. **Governing Law and Venue:** This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract. The parties also agree that any litigation concerning this contract in which the State is not named as a party must be brought in the State of Montana Judicial District in the County in which the Entity is located. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract.
37. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
38. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (a) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.

39. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
40. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

Certified Public Accountant

Anderson ZurMuehlen & Co., P.C.
Firm Name

By: *Sarah Stanger*
Authorized Representative

Date: April 20, 2022

Governmental Entity

City of Great Falls, Montana
Entity Name

By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____
Approved By

Date: _____

3. The reporting entity contains the following discretely presented component units: Great Falls Business Improvement District, Great Falls Tourism Business Improvement District, Great Falls Public Library Foundation
4. Date Annual Financial Report or a trial balance will be available: September 2022
5. Number of copies of audit report Contractor will provide to Entity: PDFs only
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
As requested, within reason.
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

☒ The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.


OR

☐ The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Anderson ZurMuehlen & Co., P.C.

Firm Name

By: 
Authorized Representative

Date: April 20, 2022

Governmental Entity

City of Great Falls, Montana

Entity Name

By: _____
Authorized Representative

Date: _____

Montana Department of Administration, Local Government Services

By: _____
Approved By

Date: _____

APPENDIX B

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): City of Great Falls, Montana

3. The reporting entity contains the following discretely presented component units: Great Falls Business Improvement District, Great Falls Tourism Business Improvement District, Great Falls Public Library Foundation
4. Date Annual Financial Report or a trial balance will be available: September 2023
5. Number of copies of audit report Contractor will provide to Entity: PDFs only
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
As requested, within reason.
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

☒ The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.


OR

☐ The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Anderson ZurMuehlen & Co., P.C.

Firm Name

By: 
Authorized Representative

Date: April 20, 2022

Governmental Entity

City of Great Falls, Montana

Entity Name

By: _____
Authorized Representative

Date: _____

Montana Department of Administration, Local Government Services

By: _____
Approved By

Date: _____

3. The reporting entity contains the following discretely presented component units: Great Falls Business Improvement District, Great Falls Tourism Business Improvement District, Great Falls Public Library Foundation
4. Date Annual Financial Report or a trial balance will be available: September 2024
5. Number of copies of audit report Contractor will provide to Entity: PDFs only
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
As requested, within reason.
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

☒ The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.


OR

☐ The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Anderson ZurMuehlen & Co., P.C.

Firm Name

By: 
Authorized Representative

Date: April 20, 2022

Governmental Entity

City of Great Falls, Montana

Entity Name

By: _____
Authorized Representative

Date: _____

Montana Department of Administration, Local Government Services

By: _____
Approved By

Date: _____



Commission Meeting Date: May 3, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract Award: 33rd St South ADA Upgrades, O. F. 1788.0

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, Public Works Director

Action Requested: Consider Bids and Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$217,845.00 to MRTE Inc, for the 33rd St South ADA Upgrades, and authorize the City Manager execute the necessary documents.”

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

Staff Recommendation: Approve construction contract award.

Summary:

This project will serve to improve pedestrian traffic and accommodate Americans with Disabilities Act (ADA) federally mandated criteria. Any patrons that use the public right of way along 33rd St South will benefit from the project. The ADA improvements will also serve to support the connectivity of the pedestrian route system in the area by providing an accessible route to a State maintained ADA compliant pedestrian corridor along 10th Avenue South. The locations priority has also been established as well above average by public stakeholders and ADA federally mandated characteristics using metrics established and monitored in the Public Works ADA Transition Plan.

Background:

Citizen Participation:

The area has been prioritized by infrastructure scoring processes outlined in the Public Right of Way ADA Transition Plan. The construction activity will require temporary lane closures of 33rd Street South from the intersections of 11th through 15th Avenues. Access to residences and businesses adjacent to the construction zones will be maintained.

Workload Impacts:

Design phase engineering and plans and specifications were completed by the City Engineering staff with assistance from City Utilities Division and City Street Division. City Engineering staff will provide construction phase engineering services and project inspection.

Purpose:

This project will provide an Americans with Disabilities Act (ADA) compliant route of travel to connect citizens to each other and larger arterial routes for travel to various public and private amenities. The area has been prioritized by the Public Right of Way ADA Transition Plan due to a mill and overlay project scheduled for 33rd St South. These routes improve the functional and aesthetic properties of the area and connect all citizens while providing a means of independence to the young and old and those with disabilities in the area. The proposed project will provide ADA compliant routes by installing curb ramps and alley aprons from the intersection at 33rd St South and 11th Ave South to the north side of the intersection at 33rd St South and 15th Ave South.

The project corridor is located in the Public Right of Way, and identified in the ADA Transition Plan as high priority. The ADA ramp replacement schedule established in the Plan is being adhered to and fulfilled as outlined.

Project Work Scope:

The project consists of installing approximately 1,200 Lineal Feet of integral concrete curb and gutter; 1,300 Square Feet of four (4)-inch concrete sidewalk; 4,200 Square Feet of six (6)-inch reinforced concrete; 18 truncated domes, 1,100 Square Feet of sod placement, 2 type 1 curb inlets, and installing/removing and replacing 3 areas of retaining wall.

Evaluation and Selection Process:

The specifications were advertised two times in the Great Falls Tribune. One bid was received on April 20, 2022. MRTE Inc., submitted a responsible bid of \$217,845.00.

Conclusion:

The project has been selected and prioritized, and executed in accordance with the Public Works Capital Improvement Program, the City of Great Falls ADA Transition Plan, and budgeted in the Street enterprise fund. The project will result in an Americans with Disabilities Act (ADA) compliant route of travel to connect citizens to each other and larger arterial routes for travel to various public and private amenities.

Fiscal Impact:

The attached bid tabulation summarizes bids that were received.

Alternatives:

The City Commission could vote to deny award of the construction contract and re-bid or cancel the project. This action would result in delaying the project leading to citizen complaints and potential litigation, once the mill and overlay project is completed.

Attachments/Exhibits:

Bid tabulation

Vicinity Map

CITY OF GREAT FALLS ENGINEERING
P.O. BOX 5021
GREAT FALLS, MT 59403

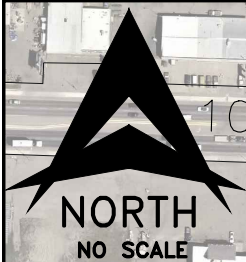
BID TABULATION SUMMARY

OFFICE FILE 1788.0
33RD ST SOUTH ADA UPGRADES

BIDS TAKEN AT CIVIC CENTER
DATE: 20-APR-22
TABULATED BY: ROSA HUGG

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	10% BID SECURITY	CERTIFICATE OF NON- SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	MRTE, INC. PO BOX 538 BLACK EAGLE, MT 59414	X		X	X	X	\$217,845.00
2							
3							
4							
5							
6							
7							
8							
9							
10							

O.F. 1788.0 VICINITY MAP



10TH AVE

SUPER 1

FOODS

POST OFFICE

S

S

S

11TH AVE S

S

S

S

12TH AVE S

S

S

S

13TH AVE S

S

S

S

14TH AVE S

S

S

S

15TH AVE S

S

S

S

PROJECT LOCATION

32ND ST

33RD ST

34TH ST

CHARLES

RUSSELL

0 LN



Commission Meeting Date: May 3, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approval of ARPA Funds to Refurbish Three (3) Fire Engines

From: Doug Alm, Vehicle Maintenance Manager

Initiated By: Great Falls Fire Rescue

Presented By: Jeremy Jones, Fire Chief

Action Requested: Approval of ARPA Funds to Refurbish Three (3) Fire Engines

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the attached contract with Hughes Fire Equipment and the related use of \$1,299,337 of ARPA funds for the coordination of repairs and refurbishment of three (3) Pierce Enforcer fire engines to be provided at the Pierce Manufacturing Service Center.”

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

Staff Recommendation: Staff recommends approval for the use of American Rescue Plan Act (ARPA) funds in the amount of \$1,299,337 requested by Great Falls Fire Rescue (GFFR) to refurbish three (3) fire engines by Pierce Manufacturing in Appleton, WI.

Summary: Great Falls Fire Rescue submitted a request for \$1,299,337 of ARPA Funds to refurbish three (3) of its fire engines which provide emergency response for The City of Great Falls. The Great Falls City Commission approved the collection and proposal of bids for certain ARPA projects during the April 5th, 2022 work session.

Background: The City of Great Falls (the City) purchased three (3) 2004 Pierce Enforcer Engines (City code #'s 119, 120, & 121) from Hughes Fire Equipment (Hughes) in 2004. These engines have been reliable apparatuses for the city of Great Falls. Due to normal usage and wear, they are nearing the end of their service life. Without major refurbishment, they will need to be replaced in the next couple years. Manufacturer certified refurbishment services are provided by Pierce Manufacturing (Pierce) at its Service Center in Appleton, WI.

Hughes' office in Spokane, WA. serves as the sole licensed vehicle dealer and coordinator of repair/refurbishment services for Pierce in Montana. Hughes handles the preliminary estimates, scheduling, and contracting for maintenance services provided by Pierce Manufacturing to Pierce Engine owners in Montana. Once terms have been agreed upon, engine owners are responsible for transporting

vehicles to the Pierce Service Center in Appleton, WI. While service is provided by Pierce, all contracts and payments are conducted with Hughes.

GFFR contacted Hughes and requested quotes and schedules for the refurbishment of the three engines. Based upon the terms provided, GFFR will transport the first engine to the Pierce Service Center in approximately six months. Once service has completed and been approved by GFFR personnel, the second engine will be driven to Appleton and the first returned to Great Falls. This schedule will be followed until all engines have been refurbished. It is anticipated that the three engines will be fully refurbished within 24 months of contract.

Significant Impacts: GFFR was able to secure an additional Fire engine through a CDBG grant in 2020. With the addition of this engine, the GFFR fleet is one (1) engine above minimum need. If approved, the engines receiving refurbishment will be at the Pierce factory for approximately one (1) year. Pierce will only refurbish one (1) engine at a time and has a rotational schedule to complete the refurbishment project. Because of this schedule and the additional engine secured with the CDBG grant, GFFR will be able to maintain enough apparatus to handle the day-to-day emergency work and still have enough engines in reserve to handle call-back of personnel for a large event.

Purpose:

The purpose of refurbishing these trucks is to extend their service life. When the refurbishment process is complete, it is estimated to add 10-15 years of service life to each engine. The National Fire Protection Association states a “frontline” apparatus should be in-service no longer than 7 years before being placed into a “reserve” status. The average service life expectancy of a fire engine, including frontline and reserve status, is 25 years.

By performing a refurbishment of these three (3) engines, the City will receive the benefit of having three (3) fully refurbished fire engines for the approximate cost of buying two (2) new fire pumpers.

Scope of Work:

The Scope of Work for each truck is detailed in the attachments.

Evaluation and Selection Process:

The three (3) fire trucks to be refurbished are manufactured by Pierce Manufacturing. Pierce Manufacturing does not contract for sales or repair/refurbishment services. Instead, Pierce licenses dealers across the country to handle these responsibilities. Hughes is the licensed dealer for Pierce Manufacturing in Montana. All sales and repairs of Pierce equipment in Montana are handled by Hughes. Hughes is the only available conduit for the City to acquire Manufacturer certified repairs while maintaining and extending Pierce warranties.

Additionally, this expense is an appropriate usage of ARPA funds. ARPA allows a municipality to use up to ten (10) million dollars of its total allocation for “government services”. This is the most flexible eligibility category under ARPA. All expenses related to “any service traditionally offered by a government” will be considered eligible.

Fiscal Impact: The entire cost of the fire trucks refurbishing will be covered through the ARPA Funds. No local match is required for the project to be eligible. This alleviates a significant future capital equipment expense for the Great Falls Fire Rescue Department.

Alternatives: The City Commission could vote to reject the requested use of ARPA Funds to refurbish three (3) fire engines and pursue other funding options to replace these fire apparatus.

Concurrences: Coordination of this recommendation began after the City Commission approved the advancement of certain ARPA projects. This recommendation was coordinated extensively between Finance, Legal, Central Garage, the City Manager's office, and GFFR.

Attachments/Exhibits:

Hughes Fire Equipment – Contract for Services

Hughes Fire Equipment – Pierce Trucks Quote

Sole Source Memo

Scope of Work:

#15489-01 2004 Pierce Enforcer Pumper

#15489-02 2004 Pierce Enforcer Pumper

#15489-03 2004 Pierce Enforcer Pumper

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Hughes Fire Equipment Inc. (“Company”), and City of Great Falls, a Municipality (“Customer”) is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“Company Proposal”** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$1,299,337.00 (“Purchase Price”). Prices are in U.S. funds. A credit card convenience fee will be added to the purchase price if the Customer elects to make purchase of the Product in whole, or in part, using a credit card. The cost of the convenience fee will be determined prior to processing credit card.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change (“Change Order”). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company’s authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the first Product is scheduled to be within 11 to 14 months of the Effective Date of this Agreement, F.O.B. Pierce factory in Weyauwega, Wisconsin. Upon completion of first Product, Customer will deliver the second unit to the factory. Delivery of the second Product is scheduled to be within 6 to 8 months from arrival at factory, F.O.B. Pierce factory in Weyauwega, Wisconsin. Upon completion of second Product, Customer will deliver

the last unit to the factory. Delivery of the last Product is scheduled to be within 6 to 8 months from arrival at the factory, F.O.B. Pierce factory in Weyauwega, Wisconsin. The Risk of loss shall pass to Customer upon Delivery. Delivery of Product is subject to change pending manufacture's delivery schedule at time of order placement. Notification of change will be sent to Customer's address specified in Section 9 hereof. (b) Liquidated Damages. For Product 1, Company shall pay Customer \$100.00 per day effective 427 calendar days from the date of contract execution for any part of Product that has not been delivered to the Customer. For units 2 and 3, Company shall pay Customer \$100.00 per day, effective 244 calendar days from arrival of each unit at the factory, for any part of Product that has not been delivered to the Customer. Payment for all penalties and liquidated damages, in the aggregate, shall not exceed 5% of the total purchase price of an individual unit. Company shall be excused for any delay as a result of Force Majeure as described in Section 11. (c) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company
Hughes Fire Equipment Inc.
910 Shelley Street
Springfield, Oregon 97477

Customer
City of Great Falls
P.O. Box 5021
Great Falls, MT 59403

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: Hughes Fire Equipment Inc.

CUSTOMER: City of Great Falls

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

EXHIBIT A

PURCHASE DETAIL FORM
Hughes Fire Equipment Inc.

Date: _____

Customer Name: City of Great Falls

Quantity	Chassis / Body Type – Description	Price per Unit
Three (3)	Enforcer Pumper Refurbishments 15489-1-3	\$1,336,651.00
Less	Payment upon completion at factory discount	(10,772.00)
Less	100% prepayment with contract discount	(26,542.00)
	TOTAL	\$1,299,337.00

Warranty Period: Standard per HFE Proposal submitted on May 19, 2022Training Requirements: Standard per HFE Proposal submitted on May 19, 2022Other Matters: A performance bond will be provided within thirty (30) days of contract execution.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: A 100% prepayment in the amount of \$1,299,337.00 is due within 30 days of contract execution, an invoice will be provided. If payment is not made at this time \$37,314.00, or a portion thereof, will be added to the final invoice. Final payment, including any changes made during the manufacturing process, is due upon completion, inspection, and acceptance of the apparatus at the factory and prior to the apparatus leaving the factory for delivery.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF _____, 2022 BETWEEN COMPANY AND CITY OF GREAT FALLS WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B
WARRANTY

STANDARD PER HFE PROPOSAL SUBMITTED ON MAY 19, 2022

EXHIBIT C
COMPANY PROPOSAL

STANDARD PER HFE PROPOSAL SUBMITTED ON MAY 19, 2022



May 19, 2022

Great Falls Fire Department, MT
Three Enforcer Pumper Refurbs 15489-1-3
Build Location: Weyauwega, WI

	15485-01	15485-02	15485-03	Three (3) Units Combined
Proposal Price	423,076.00	490,499.00	423,076.00	1,336,651.00
Less payment upon completion @ factory discount	(3,309.00)	(4,154.00)	(3,309.00)	(10,772.00)
Less 100% upfront pre-payment discount	(5,273.00)	(9,895.00)	(11,374.00)	(26,542.00)
Total including all pre-pay discounts	\$ 414,494.00	\$ 476,450.00	\$ 408,393.00	\$ 1,299,337.00

Terms:

Price Expiration: The above pricing is valid for 90 days.

Delivery: Based on Pierce's current delivery schedule the first apparatus would be ready for delivery from factory within 11 to 14 months after contract execution. Upon completion of first apparatus, customer will deliver the second unit to the factory and take possession of first apparatus. The second unit will be ready for delivery within 6 to 8 months from arrival at factory. Upon completion of second apparatus, customer will deliver the last unit to the factory and take possession of second apparatus. The last unit will be ready for delivery within 6 to 8 months after arrival from the factory. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Liquidated Damages: For unit 1, Company shall pay Customer \$100 per day, effective 427 calendar days from the date of contract execution for any part of Product that has not been delivered to the Customer. For units 2 and 3, Company shall pay Customer \$100 per day, effective 244 calendar days from arrival of each unit at the factory, for any part of Product that has not been delivered to the Customer. Payment for all penalties and liquidated damages, in the aggregate, shall not exceed 5% of the total purchase price of an individual unit.

Multiple Unit Pricing: Multiple unit pricing is based on the apparatus ordered on the same contract or purchase order. If apparatus are not ordered together revised pricing will be required.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. **Payment Upon Completion at Factory Discount:** If elected, final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

ii. **100% Upfront Pre-Payment Discount:** If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond \$3,267.00 may be deducted from the three (3) unit combined purchase price.

Transportation: Transportation of the apparatuses to be driven to and from the factory is the customer's responsibility. If customer elects for HFE to drive the apparatus to and from the factory, \$9,000.00 per apparatus may be added from the purchase price.

Inspection Trips: Three (3) factory inspection trips for two (2) customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip \$2,025.00 per traveler (per trip) will be deducted from the final invoice.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. All purchase orders shall be made out to Pierce Manufacturing Inc.

Tracking # _____

CITY OF GREAT FALLS

REQUEST FOR SOLE SOURCE

DATE: 21-Apr-22 DEPARTMENT: Fire/PW/FinanceREQUESTOR: T. Hazen PHONE NUMBER: 406-455-8471BUSINESS NAME: Hughes Fire Equipment Inc.CONTACT: Andy Siebers PHONE NUMBER: 509-822-1703EMAIL ADDRESS: asiebers@hughesfire.com

ADDRESS: _____

CITY: Spokane STATE: Wa ZIP CODE: _____**SOLE SOURCE REQUEST PURPOSE:**

Repair and refurbishment of three (3) 2004 Pierce Enforcer Engines to extend the service life of the vehicles by an estimated 10-15 years.

SOLE SOURCE JUSTIFICATION:

It is in the best interest of the City of Great Falls (the City) to maintain the existing professional relationship with Hughes Fire Equipment (Hughes) as the sole provider of repair and refurbishment services to the above mentioned vehicles. The City purchased three Pierce Enforcer Fire Engines from Hughes in 2004. Hughes is the licensed retailer and service coordinator for Pierce Manufacturing (Pierce) for the State of Montana. The City must deal with Hughes for certified repairs and complete refurbishment provided by Pierce at its Fire Truck manufacturing and maintenance center in Appleton, WI. There is no other provider or avenue to these sources serving Montana.

Special Cases for Sole Source Purchases:

Bids or quotes are not required where it is in the best interest of the City to maintain a compatible and/or reliable system provided by a single vendor or professional. The sole source form must be provided to the Finance Department for approval prior to purchase.

a. These requirements for purchases of supplies/equipment and services over \$80,000 may be waived by the City Manager. Approval must be documented and obtained PRIOR to purchase.

b. The above applies where:

- i. There is only one source for the supply or service of the item (i.e. a vendor's warranty service, exclusive vendor required maintenance agreements), or
- ii. Only one source is acceptable or suitable for the supply or service item, or
- iii. The supply or service must be compatible with current supplies or services, or
- iv. A collective bargaining agreement or other contract requires the utilization or employment of a specific good or professional.

c. Where state and local law require a good or service to be provided by a specific entity (Election Administration, Detention Center Fees, etc.), quotes are not required.

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

Great Falls Fire Department

Great Falls, MT

Proposal for Refurbishment of:

**One (1) – 2004 Pierce Enforcer Pumper
“15489-01”**

Date: April 12, 2022

Quote is good for 90 days

Prepared by: Alan Boushley



PIERCE MANUFACTURING, INC.

MIDWEST REGIONAL SERVICE CENTER

816 COMMERCIAL AVENUE * WEYAUWEGA, WI 54983 * (920) 867-2142

Pierce Manufacturing, Inc. is pleased to submit to the **Great Falls Fire Department** a proposal for the refurbishment of your **2004 Pierce Enforcer Pumper 15489-01: Vin# 4P1CT02A24A004150**. The following paragraphs will describe in detail the apparatus additions and modifications proposed.

QUALIFICATIONS

PIERCE MANUFACTURING was incorporated in 1917. Since then we have been building bodies with one philosophy, "**BUILD THE FINEST**". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 50 years of experience in the fire apparatus market. Our plant is located in Appleton, Wisconsin with over 474,000 total square feet of floor space situated on approximately 93 acres of land. A multi-million dollar inventory of parts is available to keep your unit in service long after it has left the factory.

The Pierce Refurbishment Center has achieved the very same reputation for fire apparatus repair and refurbishing. Located just 30 miles west of Appleton in Weyauwega, Wisconsin, the Pierce Refurbishment Center facility is dedicated exclusively to the refurbishing and repairs of all makes and models of fire apparatus and emergency vehicles. Pierce Manufacturing has produced fire apparatus for over 55 years and has been refurbishing apparatus for more than 35 years.

The 40,000 square foot Refurbishment Center has 16 well-equipped bays staffed by 52 certified, highly skilled mechanics. Fabrication and refinishing is done at the main manufacturing facilities to assure our customers the same fine quality that new Pierce apparatus is famous for.

ISO COMPLIANCE

The manufacturer will operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that will be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance will be included with the bid.

SINGLE SOURCE MANUFACTURER

Pierce Manufacturing is a single source apparatus manufacturer. The definition of single source is a manufacturer that designs and manufactures their products using an integrated approach, including the chassis, cab and body being fabricated and assembled on the bidders premises. The warranties relative to the chassis and body design (excluding component warranties such as engine, transmission, axles, pump, etc.) will be from a single source manufacturer and not split between manufacturer (i.e. body and chassis).

WARRANTY

A separate warranty page detailing the warranty coverage will be provided with the proposal.

WELDING REQUIREMENTS

Pierce Manufacturing follows American Welding Society D1.1-96 standards for structural steel welding. All aluminum welding will be done to American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum. Flux core arc welding will use alloy rods, type 7000, American Welding Society standards A5.20-E70T1.

PAYMENT TERMS

Payment is to be made to Pierce Manufacturing, in full, within 30 days after completion and final acceptance.

SHIPPING PRECAUTIONS

The following shipping precautions must be completed before transportation of the fire department's apparatus to Pierce Manufacturing for refurbishment or repair. ***Failure to complete the listed items below may result in additional costs to the fire department.***

1. All water tanks, foam tanks, pumps, all inlets and discharge plumbing, all drains, and any other plumbing are to be completely drained prior to being driven or flat-bedded.
2. Strip down all loose equipment unless arranged with Pierce prior to shipping in order to make the repair process easier and to eliminate the potential for lost equipment while the unit is being refurbished or repaired.
3. All loose or potentially loose items should be taped or strapped to ensure they do not come loose during transit.

INCOMING EMERGENCY PARKING BRAKE TEST

The following inspection will be performed by a qualified Pierce technician to insure this apparatus is safe to drive and perform work on. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review.

Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.

INCOMING BATTERY LOAD TEST

All truck starting system batteries and battery cables will be visually inspected for cracks, acid leaks, corrosion and overall condition. Along with the visual inspection a load test will be performed to verify the batteries cold cranking amps, voltage and shorted cells. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

INCOMING VEHICLE INSPECTION

The following inspections will be performed before the removal of any components and before any disassembly. A detailed inspection report will be forward to the fire department for disposition. **Additional repairs will be open: subject to inspection.**

- **Incoming Electrical inspection**
- **Incoming Chassis Inspection and Road test**
- **Incoming Pump Test**
- **Incoming Body Inspection**
- **Air Conditioning unit**

Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be “open”, pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

SCOPE of WORK

Cab and Body repaint, LED lighting.

CHASSIS

AIR, CHASSIS

Replace the following brake system components and air tank PPV valves.

- Double check valve
- Relay valve R-14
- Relay valve R-12
- Parking brake valve
- Rubber hoses to the brake cans
- Treadle valve
- Air tanks
- Brake Canisters

SENDING UNIT, FUEL

Fuel tank sending unit will be removed and replaced

TIE RODS

Remove and replace the four (4) steering tie rods, and two (2) drag link joints.

TAK-4

Remove and replace the current upper and lower control arms, ball joints, steering gears Master, Slave and torsion bars matching current production TAK-4's

AIR CONDITIONING SYSTEM

Check the air conditioning system for proper operation and coolant leaks. Change the filter and clean drain passage way. Repair any and all leaks and fill with new refrigerant R-134A to factory OEM specs

Remove and replace air conditioning compressor, condenser unit.

BUSHINGS, CAB

Remove and replace the two (2) cab front rubber bushings.

HOSES TRANSMISSION

Remove and replace the transmission hoses.

INTAKE, AIR

Remove and replace the rubber air intake boot.

EXHAUST SYSTEM

Remove and replace engine exhaust system from the turbo back with new muffler, two (2) new muffler mounting clamps, new 90-degree tail pipe and spring tail pipe mounting clamp will be provided.

No smoke system will be deleted from the new exhaust system

LOCKDOWNS, CAB

The two (2) hydraulic cab lockdowns will be removed and replaced.

PTO, HYDRUALIC PUMP

Remove and replace the Hydraulic pump and PTO for the Harrison generator system.

FRAME CLEAN UP

Clean up minor frame rail corrosion by scrapping and sanding. There will be no disassembly of major components for the repairs.

Affected areas will be treated with anti-corrosion paint, prime, and paint before the unit is undercoated,

MUD FLAPS

New mud flaps and mounting hardware with a Pierce logo will be installed behind the front and rear wheels.

ALIGNMENT

Alignment will be provided for the front and rear suspension.

The unit will be checked for dog tracking. Customer has indicated and issue with the unit.

COOLERS, AUXILIARY

Remove and replace engine and pump auxiliary cooler

BODY, CAB

MIRRORS

A Retraco, Model 613423, dual vision, motorized, west coast style mirror, with chrome finish, shall be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass shall be heated and adjustable with remote control within reach of the driver.

HANDRAILS

All existing body and cab handrails will be replaced with new NFPA 1901 compliant non-slip 1.25" diameter anodized aluminum extrusion, with a ribbed design, to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

BRIGHT ALUMINUM TREADPLATE

All exterior, bright, aluminum treadplate will be replaced with NFPA 1901 compliant, slip-resistant material. To include:

- Catwalks
- Running boards
- Running board hose trays
- Front bulkhead
- Tailboard
- Rear body walls
- Rear cab wall
- Aluminum treadplate panels above pump panels.
- Walkway pump house

CAB AND CREW CAB DOORS

The cab and crew cab doors windows and latches will be repaired and serviced to like new condition.

- Replace door latches interior, exterior, rods, striker bolts.
- Replace window regulators.
- Replace the cab and crew cab door weather seals with double automotive type rubber seals around the perimeter of the door to ensure a weather tight fit.
- New window track lining and weather stripping will be supplied.

All cab and crew cab doors will be properly adjusted for fit and operation to include new door stay straps.

RUB RAIL

Replace all body compartment rub rails.

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

WEATHER SEALS

Replace the body door rubber seals around the perimeter of the door to ensure a weather tight fit.

DOOR PANELS

There will be a full height brushed stainless steel door panel installed on the inside of all cab doors. The cab door panels will be removable without disconnecting door and window mechanisms.

DOOR HINGES, BODY, CAB

Remove and replace all cab and body stainless-steel door hinges.

TABS, BODY DOORS

Remove and replace all positive door holder tabs.

HOSEBED HOSE RESTRAINT

A Red vinyl hosebed cover will be furnished with awning fastener at the front and quarter turns / Velcro fasteners on the sides and weighted rear flap.

COMPARTMENT FLOOR, CORRODED

P-3 compartment floor is cracking around front mounting hole.

The affected areas will be repaired/removed.

New sheet metal will be installed over all compartment floors.

New floor will be installed over the existing floor. The new floor will be stitched welded, caulked and painted matching the original color.

MOUNTING PLATE ON ENGINE TUNNEL

Equipment installation provisions will be installed on the engine tunnel.

A .25" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will be spaced off the engine tunnel [Mounting Provision Spacing] to allow for wire routing below the plate. The mounting surface will be Line X, Black

SWING OUT TOOLBOARD

A swing out aluminum tool board will be provided.

It will be a minimum of .188" thick with .20" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The board will be mounted on a pivoting device at the [Location, Pivot] of the compartment on the top and bottom to allow easy movement in and out of the compartment. The maximum tool load will be 400 pounds.

The board will have positive lock in the stowed and extended position.

There will be one (1) tool board provided, will be multi-spec finish, and installed in compartment P2

LADDER RACK

Remove and replace the hydraulic ladder rack pump, hoses and solenoids.

Actuators will be inspected for proper operation and function

ACTUATORS, LADDER

Remove and replace ladder rack actuators with current production actuators.

ROLLUP DOOR, REAR

Replace all rear compartment roll up door with new Amdor door. Total of one (1) door will be provided.

All roll-up doors will be of an anodized satin finish, double faced, aluminum construction and manufactured by A&A Manufacturing (Amdor).

SLIDES, FLOOR

Remove and replace the four (4) floor mounted tray slides matching the original.

FOLDING STEPS

Replace all existing folding steps with new bright finished, non-skid Black inserts folding type. The step can be used as a hand hold with two openings wide enough for a gloved hand.

INSULATION, ENGINE TUNNEL

Remove and replace cab engine tunnel insulation matching the original.

STEPS, CAB

Remove and replace the cab / crew cab treadplate step with embossed treadplate.

CAB FLOOR

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

In addition, the sides of the engine tunnel up to the upholstery will also be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a .25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

DRIVER SEAT

A Seats Incorporated, 911, scissor action air ride, mid-height with headrest style seat will be provided in the cab for the driver.

OFFICER SEAT

A Seats Incorporated, 911, SCBA seat shall be provided in the cab for the officer.

The SCBA cavity shall be adjustable front to rear in 0.50" increments to accommodate different size SCBA bottles. Moving the SCBA cavity shall be accomplished by unbolting, relocating, and re-bolting in the desired location.

REAR FACING DRIVER SIDE OUTBOARD SEAT

One (1) rear facing, Seats Incorporated 911 SCBA seat will be provided in the driver side outboard position in crew cab. The SCBA cavity will be adjustable front to rear in 0.50" increments to accommodate different size SCBA bottles.

Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting in the desired location.

REAR FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) rear facing, Seats Incorporated 911 SCBA seat provided at the passenger side outboard position in the crew cab.

The SCBA cavity will be adjustable front to rear in 0.50" increments to accommodate different size SCBA bottles. Moving the SCBA cavity will be accomplished by unbolting, relocating and re-bolting in the desired location.

The seat will be furnished with a 3-point, shoulder type seat belt.

FORWARD FACING CENTER SEAT

There will be one (1) forward facing, Seats Incorporated 911 SCBA seat provided at the center inboard position in the crew cab. The SCBA cavity will be adjustable front to rear in 0.50" increments to accommodate different size SCBA bottles.

Moving the SCBA cavity will be accomplished by unbolting, relocating and re-bolting in the desired location.

SEAT BELTS

All seating positions in the cab and crew cab shall have red seat belts.

SCBA BRACKETS

New “Smart Dock” “Hands Free” SCBA bottle brackets will be installed in the existing seat backs. One (1) on the officer seat, two (2) on the rear facing driver / passenger side crew seat and one (1) on the crew forward facing seat. Total of four (4) new Smart Dock SCBA brackets.

D-HANDLES, CLAM LOCKS.

Remove and replace body compartment door chrome D-Handles and clam locks

HEADLINERS, CAB, CREW CAB

Cab and crew cab headliner will be removed and reupholstered matching the original material.

WINDSHIELDS

Replace both front windshields, rubber gasket and chrome locking ring.

DOOR JAMB SCUFFPLATES

All cab door jambs will be furnished with a polished stainless-steel scuffplate, mounted on the striker side of the jamb, and include the area behind the cab door handrails.

Q2B

Remove and replace the chrome shroud on the Q2B siren.

CONTROLS, HEATER

Remove and replace heater control cables and valves.

SWITCH PANEL, CENTER ENGINE TUNNEL

Painted Aluminum reinforcement mounting strips will be placed on the bottom of the center switch panel mount flange.

ANTENNAS

Remove and delete the driver / passenger side forward mounted antennas.

Mounting holes will be welded shut, metal finished and painted.

PLUG, TRAILER

Remove and delete the rear trailer plug mounting bracket and harness.

STAINLESS-STEEL

Remove and replace the stainless-steel beaver tail, fuel and ladder rack doors

STORAGE, AIR BOTTLES

Additional air bottle storage will be added to the driver / passenger side fender panels.

Remove and replace the passenger side fender panel. The new panel will have two (2) double air bottle compartments with stainless-steel compartment door with lift and turn latches installed.

Remove and replace the driver side fender panel. The new panel will have one (1) double air bottle compartment forward of the rear axle with stainless-steel compartment door with lift and turn latches installed.

PUMP

PUMP OVERHAUL, WATEROUS

The master drain assembly and connecting tubing will be removed and set aside for servicing.

The pump drive unit and drivelines will be removed. The pump body will be split and the lower portion of the pump body, along with the impeller assembly, will be removed for bench service. The upper and lower pump halves will be carefully cleaned and inspected for abnormal wear on the stripping edges or other damage. **Any damage to the center case will be identified in writing and forward to the fire department with a parts and labor estimate if replacement is needed.**

An entirely new impeller assembly will be installed, to include new impellers, wear rings, impeller shaft and seals/gaskets. Standard packing is included. The pump body will be reassembled following the manufacturers tightening sequence and fastener torque specifications. The pump drive unit and driveline will be reinstalled. The driveline and drive unit will be serviced, including oil change in the drive unit and greasing of the U-joints. The master drain valve and connecting tubing will be reinstalled.

The pump master drain valve will be replaced with new and reinstalled on the pump. The connecting link and drain tubing will be reconnected and the valve will be checked for smooth operation and proper sealing.

The pump will be dynamically tested for leaks and to ensure the performance meets the manufacturers flow and pressure standards and any indicators, will be checked for correct operation within the manufacturers operating parameters. A Pierce Manufacturing pump certification will be provided when the work is complete.

OUTLET BLEEDERS, SWING STYLE HANDLE CONTROL

All drains will be updated to the new swing handle design.

A .75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a swing style handle control extended to the outside of the side pump panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders will be routed below the chassis frame rails.

VALVE OVERHAUL

All discharge, tank fill, tank to pump and auxiliary inlet valves will be removed from the adjacent piping to facilitate cleaning and allow bench rebuilding. The valve seals and ball will be removed and carefully inspected for wear or abnormal operation. New seals and O-rings will be installed per manufacturer's recommendation, **including a new stainless-steel ball**. The valves will be reinstalled and dynamically tested for internal and external leakage.

PUMP AND GAUGE PANEL (Top Mount)

New pump and gauge panels will be provided, constructed of black vinyl covered aluminum, to allow easy identification of the gauges and controls and to eliminate glare.

Both the driver's and passenger's side pump panels will be removable and fastened with swell type fasteners.

A polished aluminum trim molding will be provided on both sides of the pump panel.

The gauge panel will be hinged, at the bottom, with a full-length stainless-steel hinge. The fasteners that hold the panel, in the upright position, will be quarter-turn style. Vinyl covered chains will be used to hold the panel in the dropped position.

All new pump panel Tags, Bezels (new style), Control rods and handles from the panel out will be provided.

Driver / passenger side pump panel will be split panels

CAFS SYSTEM

CAFS system will be removed and deleted.

RACK, CONTROL

Pump operational control rack will be inspected for proper operation and function.

WATER LEVEL GAUGE

There will be an electronic water level gauge provided on the operator's panel that registers water level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The water level indicators will be as follows:

- 100 percent = Green

- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the water tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from water and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The field calibratable display measures head pressure to accurately show the tank level.

FOAM LEVEL GAUGE

An electronic foam level gauge will be provided on the operator's panel that registers foam level by means of five colored LED lights. The lights will be durable, ultra-bright five LED design viewable through 180 degrees. The foam level indicators will be as follows:

- 100% = Green
- 75% = Yellow
- 50% = Yellow
- 25% = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the foam tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from foam and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The display will be able to be calibrated in the field and will measure head pressure to accurately show the tank level.

BOOSTER HOSE

Neidner Reel Tex booster hose, 1.00" diameter and 200 feet, shall be provided. Working pressure of the booster hose will be a minimum of 600 psi

WATER TANK

The water tank will be inspected for defects or bulging.

CAB and BODY

ALL DOT LIGHTS and EMERGENCY WARNING LIGHTS WILL BE UPDATED TO LED LIGHTS AS FOLLOWS:**REAR FMVSS LIGHTING**

The rear stop/tail and directional LED lighting will consist of the following:

- Two (2) Whelen®, Model M6BTT, red LED stop/taillights
- Two (2) Whelen, Model M6T, amber LED arrow turn lights
- Two (2) Whelen Model M6BUW, LED backup lights provided in the tail light housing.

The lights will be provided with lens matching LED color.

The lights will be mounted in a polished combination housing.

Four (4) red reflectors will be provided.

A Weldon, Model 23882-2600-00, license plate bracket will be mounted on the driver's side above the warning lights. A Weldon, Model 9186-23882-30, step lamp will illuminate the license plate.

The three (3) identification lights located at the rear will be installed per the following:

Truck-Lite, Model 35, LED

As close as practical to the vertical centerline.

Centers spaced not less than six (6) inches or more than twelve (12) inches apart.

Red in color.

All at the same height.

The four (4) clearance lights located at the rear will be installed per the following:

Truck-Lite, Model 35, LED

To indicate the overall width of the vehicle.

One (1) each side of the vertical centerline.

All at the same height.

As near the top as practical.

To be visible from the rear and the side.

One (1) each side, facing the side.

One (1) each side, facing the rear.

The five (5) clearance lights that are located on the front top edge of the roof section will be moved to the front brow. Truck lite Model 35 LED will be installed.

PERIMETER SCENE LIGHTS, CAB

There will be a Truck-lite, model 44042C, 4.00", LED, grommet mount weatherproof light provided for each cab and crew cab door. Lighting will be activated automatically when the exit doors are opened, by the door jamb switch and by the same means as the body perimeter lights.

The lighting will be capable of providing illumination at a minimum level of two (2) foot-candles on ground areas within 30.00" of the edge of the apparatus in areas which personnel climb in or out of the apparatus or descend from the apparatus to the ground level.

PERIMETER SCENE LIGHTS, BODY

There will be a total of six (6) Truck-Lite, Model 44042C, LED lights provided on the apparatus. Each light will consist of a 4.00" weatherproof LED light, rubber mount, and pigtail kit.

The lighting will be capable of providing illumination at a minimum level of two (2) foot-candles on ground areas within 30.00" of the edge of the apparatus in areas designed for personnel to climb onto the apparatus or descend from the apparatus to the ground level.

DIRECTIONAL (Front)

There will be two (2) Whelen M6T series, LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the headlights.

The color of the lenses will be yellow.

In addition to the front facing directional, a Weldon, Model: 9186-8560-20, amber, marker/turn indicator will be provided on each side of the cab.

MARKER, TURN

Two (2) Truck-Lite Model 60115Y marker lights will be installed on the body fender panels.

LIGHTS, FRONT ZONE LOWER

Two (2) Whelen model M6 LED lights will be installed on the cab face above the headlights, in a chrome bezel.

The color of these lights will be red LED/red lens.

These lights will meet or exceed NFPA front lower zone requirements.

Lights will be activated by current switching.

STEP LIGHTS

All cab and body step lights will be changed to LED, step lights.

The new LED step lights on the apparatus will be illuminated per the current edition of NFPA 1901.

WARNING LIGHT (Cab Roof)

There will be one (1) 92.00" Whelen® Freedom™ IV lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the driver's side end position.
- One (1) red flashing LED module in the driver's side front corner position.
- One (1) red flashing LED module in the driver's side first front position.
- One (1) red flashing LED module in the driver's side second front position.
- One (1) red flashing LED module in the driver's side third front position.
- One (1) red flashing LED module in the driver's side fourth front position.
- One (1) red flashing LED module in the driver's side fifth front position.
- One (1) red flashing LED module in the driver's side sixth front position.
- One (1) red flashing LED module in the driver's side seventh front position.
- One (1) 795 LED traffic light controller sent to [High Priority] in the driver's side center front positions.
- One (1) red flashing LED module in the passenger's side seventh front position.
- One (1) red flashing LED module in the passenger's side sixth front position.
- One (1) red flashing LED module in the passenger's side fifth front position.
- One (1) red flashing LED module in the passenger's side fourth front position.
- One (1) red flashing LED module in the passenger's side third front position.
- One (1) red flashing LED module in the passenger's side second front position.
- One (1) red flashing LED module in the passenger's side first front position.
- One (1) red flashing LED module in the passenger's side front corner position.
- One (1) red flashing LED module in the passenger's side end position.

Lighting and lens colors TBD.

The lightbar will be activated by current switching

SIDE ZONE LOWER LIGHTING

Six (6) Whelen M6 LED flashing warning lights with bezels shall be located in the following positions:

Two (2) lights, location will be the same as the original lights on the front bumper.

The lights will be Red lens and Red bulbs.

Two (2) lights, location will be the same as the original lights on the body.

The lights will be the Red lens and Red bulbs.

Two (2) lights will be added the crew cab side sheet just above the stripping.

The lights will be the Red lens and Red bulbs.

All six (6) lights shall include a lens that is the same color as the LED's.

All six (6) lights shall be controlled by the original switching.

LIGHTING BEZEL

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

REAR ZONE LOWER LIGHTING

Two (2) Whelen model M6 LED warning lights will be located at the rear of the apparatus, required to meet or exceed the lower-level optical warning and optical power requirements of NFPA.

The color of these lights will be red LED/red lens.

One (1) switch in the cab on the switch panel will control these lights.

The lights will be installed in the CAST 4 bezel.

REAR ZONE UPPER LIGHTING

There will be two (2) Whelen, Model B6M7**1P Super LED beacon with lower LED flashing warning lights provided at the rear of the truck, one (1) each side.

Each light will include a Super LED flashing beacon and a Whelen, Model M7* LED flashing light, mounted in a polished aluminum housing.

The beacons will have Driver side red LED's, passenger side Amber LED's will be provided with domes matching the LED color.

The color of the Whelen, Model M7* LED flashing lights will be Color, Lights, Warning and include a lens that is Amber Lens, Amber LED's .

Lights will be controlled by current switching

SCENE LIGHTS

There will be two (2) Whelen®, Model M9LZC, LED scene light(s) with Model M9FC, chrome flange(s) installed on the side of the cab

The lights will be located in original locations.

These lights may be load managed when the parking brake is set.

The cab scene lights will activated as original.

These lights may be load managed when the parking brake is set.

DECK LIGHT

There will be one (1) Unity, Model AG-S-P46SLC, LED light installed at the rear of the apparatus; driver side.

Individual switch will be provided on the light for on/off.

TRAFFIC DIRECTING LIGHT

There shall be one (1) Whelen model TAM65, 36.00" long x 2.84" high x 2.24" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen model TACTLD1 control head shall be included with this installation.

The control head will be installed in the same location.

120 VOLT LIGHTING

There will be two (2) Whelen, Model PFP2AP, 120 volt AC LED dual floodlight(s) installed on the apparatus.

The light housing will be white in color.

The lights shall be installed on each side of the pump house cargo area; matching the original location.

The inside pole length to be 57.00" long or as long as practical to fit in the location selected.

The telescoping poles will match the original poles in length.

The light(s) selected above shall be controlled by the AC circuit breaker.

COMPARTMENT LIGHTING

There will be six (6) compartment(s) with two (2) white 12-volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment.

Opening the compartment door will automatically turn the compartment lighting on.

RECEPTICALS

Remove and replace the two (2) 120volt 20amp receptacles and covers matching the original.

HEADLIGHTS

There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights with heated lens mounted in the front quad style, chrome housing on each side of the cab grille:

- the outside light on each side will contain a part number 055***1 low beam module
- the inside light on each side will contain a part number 055***1 high beam module

The low beam lights will be activated when the headlight switch is on.

The high beam and low beam lights will be activated when the headlight switch and the high beam switch is activated.

CORD

Provided for electric distribution will be 150 feet of black 10/3 electrical cord. A Fire Connect plug will be installed on the end of the cord.

JUNCTION BOX

One (1) junction box will be provided matching the original

VEHICLE CAMERA SYSTEM

There will be a color vehicle camera system provided with the following:

- One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.

The camera image will be displayed on a 7.00" LCD display located [Location, Camera Monitor]. The display will include manual camera activation capability and audio from the active camera.

The following components will be included:

- One (1) MO700136DC, display
- One (1) SV-CW134639CAI, camera
- All necessary cables

INSTRUMENT CLUSTER, DASH

Remove and replace the Dash instrument gauge cluster.

SWITCHING, CAB, BODY

Remove and replace all cab and body door switching.

SWITCH PANEL, OVERHEAD

Remove and replace the overhead switch panel assembly.

AUTO EJECTS, AIR, SHORLINE

Remove and replace the shoreline and air auto ejects matching the original.

INTERIOR CAB SWITCHING

Remove and replace cab interior switching to match current product.

RADIO - AM/FM

A digital electronic tuning AM/FM stereo with weather band and an auxiliary port shall be provided. Four (4) dual cone speakers are included in the cab.

SPARE CIRCUIT

There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus. Total of four (4) USB ports

The above wires will have the following features:

- The positive wire will be connected battery direct.
- The negative wire will be connected to ground.
- Wires will be protected to 2.0 amps at 12 volts DC.
- Power and ground will terminate at the USB ports.
- Termination will be a Blue Sea Systems part number 1016 dual USB charger socket.
- Wires will be sized to 125 percent of the protection.

This circuit(s) may be load managed when the parking brake is applied.

INTERCOM SYSTEM

There will be digital, single radio interface, intercom located [Location] in the cab. The front panel will have master volume, and squelch controls with illuminated indicators, allowing for independent level setting of radio and auxiliary audio devices.

There will be one (1) radio listen only / transmit control with select, monitor, receive, and transmit indicators. There will be one (1) auxiliary audio input with select, and receive indicators.

There will be one (1) wireless base station for up to five (1-5) headset users provided. Wired headset jacks will be provided for, four (4) crew positions located [location, intercom, C Cab].

The wireless base station will have a 100' to 1100' range, line of sight. Objects between the transmitter and receiver affect range.

The following Firecom components will be provided:

- One (1) 5100D Intercom
- One (1) WB505R wireless base station (1-5 wireless positions)
- Four (4) HM-10 Interior headset jacks
- All necessary power and station cabling

WIRELESS UNDER HELMET, INTERCOM ONLY HEADSET

[image attached: Headset, Firecom, Wireless, UHW-503 Under Helmet, Intercom Only, No Base.jpg]

There will be two (2) Firecom™, Model UHW-503 wireless under the helmet, intercom only headset(s) provided. A heavy duty coiled 12 volt charging pigtail with plug will be provided in the cab.

Each headset will feature:

- Noise cancelling electric microphone
- Flexible microphone boom
- Ear seals with 20 dB noise reduction
- Programmable Microphone transmit button
- Rechargeable battery operates 24 hours on a full charge
- IP-66 when worn

WIRELESS UNDER HELMET, RADIO TRANSMIT ONLY HEADSET

[image attached: Headset, Firecom, Wireless, UHW-505 Under Helmet, Radio Transmit, No Base.jpg]

There will be two (2) Firecom™, Model UHW-505, wireless under the helmet, radio transmit headset(s) provided. A heavy duty, coiled 12 volt charging pigtail with plug will be provided in the cab.

Each headset will feature:

- Noise cancelling electric microphone
- Flexible microphone boom
- Ear seals with 20 dB noise reduction
- Stereo Listen-Through Ear dome microphones
- Radio Push To Transmit button (Left or Right Side)
- Rechargeable battery operates for 24 hours on a full charge
- IP-66 when worn

BEZEL HEADLIGHT

Remove and replace the existing headlight, directional bezel to the current production wrap around bezel.

CONNECTIONS, STUDS

All electrical terminals in exposed areas will have silicon (1890) applied completely over the metal portion of the terminal

COMPLETE REPAINT CAB and BODY

PAINT, CAB AND BODY EXTERIOR

The complete truck exterior will be repainted to match the existing color cab and body paint scheme.

CORROSION and SMALL DENTS

Metal finish and repair all minor body and cab corrosion and any small dents prior to repainting the complete exterior of the apparatus body and cab. **Additional major**

corrosion and / or accident damage repair costs will be open: subject to inspection and written approval by the fire department.

CAB REPAINT

The cab will be metal finished and repainted **#90 Red and #10 white top.**

BODY REPAINT COLOR

The body will be metal finished and repainted **#90 Red**

PAINT, COMPARTMENT INTERIOR

The compartment interior will be repainted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

PAINT, CAB INTERIOR

The cab interior will be Pad painted. The pad painting will touch up scratches and wear areas throughout the cab matching the original color.

PAINT - BODY and CAB

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom body will be thoroughly cleaned and prepared for painting. Surfaces that will not be painted include all chrome plated, polished stainless steel, anodized aluminum and bright aluminum treadplate. Each imperfection on the exterior metal surface will be removed or filled and then sanded smooth for a smooth appearance. All seams will be sealed before painting.
2. Chemical Cleaning and Treatment - The aluminum surfaces will be properly cleaned using a 4-phase, high pressure and high temperature acid etching system. All steel surfaces will be properly treated using a 3-phase, high temperature, cleaning/phosphatizing system. Surfaces are chemically cleaned to remove all dirt, oil, grease and metal oxides to ensure the subsequent coatings bond well. An ultra-pure water final rinse of 25 parts per million solids or less, will be applied to final rinse all metal surfaces at the conclusion of the metal treatment process. This final rinse ensures all chemical residues are removed and that no minerals, (salts), from the water dry onto the metal surface and remain under the primers and topcoats. These salts can lead to blistering and under film corrosion.
3. Primer/Surfacer Coats - A minimum of two (2) mil dry, (.002), of two component urethane primer/surfacer will be hand applied to the chemically treated metal surfaces to provide a strong corrosion protective base coat and to smooth out the surface. The primer is a high solids and low VOC paint.
4. Hand Sanding to Ultra Fine Finish The primer/surfacer coat is lightly sanded with mild abrasive paper to an ultra-smooth finish. This hand finish process is critical to produce the smooth mirror like finish in the topcoat.

5. Sealer Primer Coat A two- (2) component sealer primer coat is applied over the sanded primer to again build toward the final smooth finish. This layer of primer sealer also gives additional corrosion protection.

6. Topcoat Paint Two (2) coats of an automotive grade, two component acrylic urethane paint are applied to provide the lasting beauty and durability. The acrylic urethane topcoat contains a clear coat resin chemistry that creates the high gloss and depth of image. This type of topcoat provides the best resistance against acid rain and other more common chemicals.

7. Clearcoat - Two (2) coats of an automotive grade two (2) component urethane will be applied. Lap style doors will be clear coated to match the body. Roll-up doors will not be clear coated and the standard roll-up door warranty will apply.

A cyclic corrosion test, (General Motors test GM-9540), of 40 cycles will be required before making changes to the exterior coating process. Exterior coating systems, (excluding the undercarriage components), must achieve a 1/16 or less maximum creep from the scribe for aluminum and an 1/8 or less maximum creep from the scribe for galvalume after 40 cycles in the General Motors GM-9540 test.

Each batch of color topcoat, together with the finish painted vehicle, is tested for precise color match. Visual color match will be checked following ASTM D-1729, (American Standard Testing Methods), procedures using CIE, (International Commission on Illumination), D75 Northern Daylight light source. Instrumental color match will follow ASMT D-2244 procedures with a maximum delta E of 1.0 for whites, 1.4 for yellows, blues, greens and 1.5 for reds.

All removable items such as brackets, compartment doors, door hinges, trim, etc. will be removed and painted separately to insure paint behind all mounted items. Body assemblies that can-not be finish painted after assembly will be finish painted before assembly.

PAINT – ENVIRONMENTAL IMPACT

Contractor will meet or exceed all current State (his) regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations must have a 99.99% efficiency factor.

- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter means is used, it must have an efficiency rating of 98.00%. Water wash systems will be 99.97% efficient.
- Water from water wash booths will be reused. Solids will be removed mechanically on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner. They are used as fuel in kilns used in the cement manufacturing process – thereby extracting energy from a waste material.
- Empty metal paint containers will be cleaned, crushed and recycled to recover the metal.
- Solvents used in clean-up operations will be collected, recycled on-site, or sent off-site for distillation and returned for reuse. Residue from the distillation operation will be used as fuel in off-site cement kilns.

WARRANTY – PAINT AND CORROSION

Limited Warranty

Except as provided below, and provided the vehicle has been placed in service within 60 days after delivery to the original purchaser as established by our original invoice, for a period of **one (1) year** after. Pierce Manufacturing Inc. (“Pierce”) warrants to the user that its cab and body are free of blistering, peeling, bubbling, or any other adhesion defect caused by defective manufacturing methods or paint material selection for exterior surfaces of the cab and body of the vehicle. This limited warranty will apply only if the vehicle is properly maintained and used in service which is normal to the particular vehicle. Normal service means service which does not subject the vehicle to stresses or impacts greater than normally result from the careful use of the vehicle or chassis. If the buyer discovers a defect or nonconformity it must notify Pierce in writing within 30 days after the date of discovery. This limited warranty is not transferable by the first user, and is applicable to the vehicle in the following percentage costs of warranty repair, if any:

<u>Months</u>	<u>Adhesion</u>	<u>Blistering</u>	<u>Bubbling</u>	<u>Corrosion</u>	<u>Cracking</u>	<u>Gloss</u>	<u>Color Retention</u>
0 to 12	100%	100%	100%	100%	100%	100%	100%

This limited warranty applies only to cab and body exterior paint

REFLECTIVE BAND, LETTERING and GRAPHICS

All graphics, lettering and reflective bands are to match the existing scheme and color.

CUSTOM CHASSIS RUST PROOF / UNDERCOAT

The rust proof/undercoat option will provide additional paint to the chassis frame rails and a protective coating that will help fight corrosion.

Rust proof / Undercoat Process

A coating will be applied to the custom chassis once the cab, pump and body mounting angles have been installed. The coating texture will be waxy and pliable after drying so it will not chip, crack, or peel off during normal vehicle operations.

The rust proofing material will be the color [Color, Undercoating], and is a coating of a corrosion inhibitor for long-term protection against corrosion.

The material will be applied to the following areas:

- Outside of the chassis frame rails (top & side)
- Top of the frame rails
- Top of crossmembers
- Inside of the frame rails - in and around harnesses keeping coating off harnesses as best as possible
- Between the frame and liner - coating will be applied after frame and liner are assembled using a wand to apply material between as best as possible
- Top of the body mounting angles (including rear platform)
- Top of air tanks
- Top of fuel tank

WASH AND FUEL

The truck will be washed and fueled in preparation for inspection/delivery.

BLACK OUT PACKAGE

The following chrome and treadplate will be blacked out.

- Mirrors
- Light bezels
- Grille
- Catwalks
- Running boards
- Steps
- Bulkhead treadplate
- Cab rear wall

- Tail board
- Rear body treadplate and steps



Great Falls Fire Department

Great Falls, MT

Proposal for Refurbishment of:

**One (1) – 2004 Pierce Enforcer Pumper
“15489-02”**

Date: April 12, 2022

Quote is good for 90 days

Prepared by: Alan Boushley



PIERCE MANUFACTURING, INC.

MIDWEST REGIONAL SERVICE CENTER

816 COMMERCIAL AVENUE * WEYAUWEGA, WI 54983 * (920) 867-2142

Pierce Manufacturing, Inc. is pleased to submit to the **Great Falls Fire Department** a proposal for the refurbishment of your **2004 Pierce Enforcer Pumper 15489-02: Vin# 4P1CT02A44A004151**. The following paragraphs will describe in detail the apparatus additions and modifications proposed.

QUALIFICATIONS

PIERCE MANUFACTURING was incorporated in 1917. Since then we have been building bodies with one philosophy, "**BUILD THE FINEST**". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 50 years of experience in the fire apparatus market. Our plant is located in Appleton, Wisconsin with over 474,000 total square feet of floor space situated on approximately 93 acres of land. A multi-million dollar inventory of parts is available to keep your unit in service long after it has left the factory.

The Pierce Refurbishment Center has achieved the very same reputation for fire apparatus repair and refurbishing. Located just 30 miles west of Appleton in Weyauwega, Wisconsin, the Pierce Refurbishment Center facility is dedicated exclusively to the refurbishing and repairs of all makes and models of fire apparatus and emergency vehicles. Pierce Manufacturing has produced fire apparatus for over 55 years and has been refurbishing apparatus for more than 35 years.

The 40,000 square foot Refurbishment Center has 16 well-equipped bays staffed by 52 certified, highly skilled mechanics. Fabrication and refinishing is done at the main manufacturing facilities to assure our customers the same fine quality that new Pierce apparatus is famous for.

ISO COMPLIANCE

The manufacturer will operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that will be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance will be included with the bid.

SINGLE SOURCE MANUFACTURER

Pierce Manufacturing is a single source apparatus manufacturer. The definition of single source is a manufacturer that designs and manufactures their products using an integrated approach, including the chassis, cab and body being fabricated and assembled on the bidders premises. The warranties relative to the chassis and body design (excluding component warranties such as engine, transmission, axles, pump, etc.) will be from a single source manufacturer and not split between manufacturer (i.e. body and chassis).

WARRANTY

A separate warranty page detailing the warranty coverage will be provided with the proposal.

WELDING REQUIREMENTS

Pierce Manufacturing follows American Welding Society D1.1-96 standards for structural steel welding. All aluminum welding will be done to American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum. Flux core arc welding will use alloy rods, type 7000, American Welding Society standards A5.20-E70T1.

PAYMENT TERMS

Payment is to be made to Pierce Manufacturing, in full, within 30 days after completion and final acceptance.

SHIPPING PRECAUTIONS

The following shipping precautions must be completed before transportation of the fire department's apparatus to Pierce Manufacturing for refurbishment or repair. ***Failure to complete the listed items below may result in additional costs to the fire department.***

1. All water tanks, foam tanks, pumps, all inlets and discharge plumbing, all drains, and any other plumbing are to be completely drained prior to being driven or flat-bedded.
2. Strip down all loose equipment unless arranged with Pierce prior to shipping in order to make the repair process easier and to eliminate the potential for lost equipment while the unit is being refurbished or repaired.
3. All loose or potentially loose items should be taped or strapped to ensure they do not come loose during transit.

INCOMING EMERGENCY PARKING BRAKE TEST

The following inspection will be performed by a qualified Pierce technician to insure this apparatus is safe to drive and perform work on. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review.

Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.

INCOMING BATTERY LOAD TEST

All truck starting system batteries and battery cables will be visually inspected for cracks, acid leaks, corrosion and overall condition. Along with the visual inspection a load test will be performed to verify the batteries cold cranking amps, voltage and shorted cells. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

INCOMING VEHICLE INSPECTION

The following inspections will be performed before the removal of any components and before any disassembly. A detailed inspection report will be forward to the fire department for disposition. **Additional repairs will be open: subject to inspection.**

- **Incoming Electrical inspection**
- **Incoming Chassis Inspection and Road test**
- **Incoming Pump Test**
- **Incoming Body Inspection**
- **Air Conditioning unit**

Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be “open”, pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

SCOPE of WORK

Cab and Body repaint, LED lighting.

CHASSIS

AIR, CHASSIS

Replace the following brake system components and air tank PPV valves.

- Double check valve
- Relay valve R-14
- Relay valve R-12
- Parking brake valve
- Rubber hoses to the brake cans
- Treadle valve
- Air tanks
- Brake Canisters

SENDING UNIT, FUEL

Fuel tank sending unit will be removed and replaced

TIE RODS

Remove and replace the four (4) steering tie rods, and two (2) drag link joints.

TAK-4

Remove and replace the current upper and lower control arms, ball joints, steering gears Master, Slave and torsion bars matching current production TAK-4's

AIR CONDITIONING SYSTEM

Check the air conditioning system for proper operation and coolant leaks. Change the filter and clean drain passage way. Repair any and all leaks and fill with new refrigerant R-134A to factory OEM specs

Remove and replace air conditioning compressor, condenser unit.

BUSHINGS, CAB

Remove and replace the two (2) cab front rubber bushings.

HOSES TRANSMISSION

Remove and replace the transmission hoses.

INTAKE, AIR

Remove and replace the rubber air intake boot.

EXHAUST SYSTEM

Remove and replace engine exhaust system from the turbo back with new muffler, two (2) new muffler mounting clamps, new 90-degree tail pipe and spring tail pipe mounting clamp will be provided.

No smoke system will be deleted from the new exhaust system

LOCKDOWNS, CAB

The two (2) hydraulic cab lockdowns will be removed and replaced.

PTO, HYDRUALIC PUMP

Remove and replace the Hydraulic pump and PTO for the Harrison generator system.

FRAME RAIL REPLACEMENT

- Remove the water tank, tank cradle, grating, hosebed dividers and all plumbing attached to and/or through the tank area.
- The water tank cradle will be removed and replaced with a new tank cradle painted black.
- Disassemble the body components, unstring electrical harness and remove the body from the apparatus.
- Disassemble the pumphouse components, unstring electrical harness, drive shafts and all associated plumbing. Remove the pumphouse from the apparatus.
- Corrosion on pumphouse and mounting brackets will be needled / scraped to remove the corrosion. All affected areas will be treated with a rust inhibitor, primed and repainted.

- Remove the fuel tank.
- Remove the rear tailboard / platform support and tow bar assembly
- The cab, engine and transmission will be removed and reinstalled on the new frame rails.
- The frame rails and frame liners will be removed and **replaced** with new frame rails and liners that are **E-Coated** for additional corrosion protection. The frame rails will be constructed of 120,000 psi yield strength heat-treated .38" thick steel, with 3.50" wide flanges
- Reinstall all removed assemblies; front bumper extension, cab lift mounting brackets, crossmembers and body mounting supports; torque bolts to spec.
- Install the fuel tank with new and install with new stainless-steel straps.
- The TAK-4 assemblies to include suspensions are to be steam cleaned / corrosion removed and painted matching the original color (Black) before reinstalling on the new frame rails.
- The rear axle assemblies to include suspensions are to be steam cleaned / corrosion removed and painted matching the original color (Black) before reinstalling on the new frame rails.
- Reinstall the body and all components, to include the electrical harnesses
- Reinstall the pumphouse and all components, to include the electrical harnesses
- Install the **new** water tank cradle assembly.
- Reinstall the grating, hosebed dividers and all plumbing attached to and/or through the tank area.

MUD FLAPS

New mud flaps and mounting hardware with a Pierce logo will be installed behind the front and rear wheels.

ALIGNMENT

Alignment will be provided for the front and rear suspension.

The unit will be checked for dog tracking. Customer has indicated and issue with the unit.

COOLERS, AUXILIARY

Remove and replace engine and pump auxiliary coolers

BODY, CAB

MIRRORS

A Retractable, Model 613423, dual vision, motorized, west coast style mirror, with chrome finish, shall be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass shall be heated and adjustable with remote control within reach of the driver.

HANDRAILS

All existing body and cab handrails will be replaced with new NFPA 1901 compliant non-slip 1.25" diameter anodized aluminum extrusion, with a ribbed design, to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

BRIGHT ALUMINUM TREADPLATE

All exterior, bright, aluminum treadplate will be replaced with NFPA 1901 compliant, slip-resistant material. To include:

- Catwalks
- Running boards
- Running board hose trays
- Front bulkhead
- Tailboard
- Rear body walls
- Rear cab wall
- Aluminum treadplate panels above pump panels.
- Walkway pump house

CAB AND CREW CAB DOORS

The cab and crew cab doors windows and latches will be repaired and serviced to like new condition.

- Replace door latches interior, exterior, rods, striker bolts.
- Replace window regulators.
- Replace the cab and crew cab door weather seals with double automotive type rubber seals around the perimeter of the door to ensure a weather tight fit.
- New window track lining and weather stripping will be supplied.

All cab and crew cab doors will be properly adjusted for fit and operation to include new door stay straps.

RUB RAIL

Replace all body compartment rub rails.

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

WEATHER SEALS

Replace the body door rubber seals around the perimeter of the door to ensure a weather tight fit.

DOOR PANELS

There will be a full height brushed stainless steel door panel installed on the inside of all cab doors. The cab door panels will be removable without disconnecting door and window mechanisms.

DOOR HINGES, BODY, CAB

Remove and replace all cab and body stainless-steel door hinges.

TABS, BODY DOORS

Remove and replace all positive door holder tabs.

HOSEBED HOSE RESTRAINT

A Red vinyl hosebed cover will be furnished with awning fastener at the front and quarter turns / Velcro fasteners on the sides and weighted rear flap.

COMPARTMENT FLOOR, CORRODED

P-3 compartment floor is cracking around front mounting hole.

The affected areas will be repaired/removed.

New sheet metal will be installed over all compartment floors.

New floor will be installed over the existing floor. The new floor will be stitched welded, caulked and painted matching the original color.

MOUNTING PLATE ON ENGINE TUNNEL

Equipment installation provisions will be installed on the engine tunnel.

A .25" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will be spaced off the engine tunnel [Mounting Provision Spacing] to allow for wire routing below the plate. The mounting surface will be Line X, Black

SWING OUT TOOLBOARD

A swing out aluminum tool board will be provided.

It will be a minimum of .188" thick with .20" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The board will be mounted on a pivoting device at the [Location, Pivot] of the compartment on the top and bottom to allow easy movement in and out of the compartment. The maximum tool load will be 400 pounds.

The board will have positive lock in the stowed and extended position.

There will be one (1) tool board provided, will be multi-spec finish, and installed in compartment P2

LADDER RACK

Remove and replace the hydraulic ladder rack pump, hoses and solenoids.

Actuators will be inspected for proper operation and function

ACTUATORS, LADDER

Remove and replace ladder rack actuators with current production actuators.

ROLLUP DOOR, REAR

Replace all rear compartment roll up door with new Amdor door. Total of one (1) door will be provided.

All roll-up doors will be of an anodized satin finish, double faced, aluminum construction and manufactured by A&A Manufacturing (Amdor).

SLIDES, FLOOR

Remove and replace the four (4) floor mounted tray slides matching the original.

FOLDING STEPS

Replace all existing folding steps with new bright finished, non-skid Black inserts folding type. The step can be used as a hand hold with two openings wide enough for a gloved hand.

INSULATION, ENGINE TUNNEL

Remove and replace cab engine tunnel insulation matching the original.

STEPS, CAB

Remove and replace the cab / crew cab treadplate step with embossed treadplate.

CAB FLOOR

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

In addition, the sides of the engine tunnel up to the upholstery will also be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a .25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

DRIVER SEAT

A Seats Incorporated, 911, scissor action air ride, mid-height with headrest style seat will be provided in the cab for the driver.

OFFICER SEAT

A Seats Incorporated, 911, SCBA seat shall be provided in the cab for the officer. The SCBA cavity shall be adjustable front to rear in 0.50" increments to accommodate different size SCBA bottles. Moving the SCBA cavity shall be accomplished by unbolting, relocating, and re-bolting in the desired location.

REAR FACING DRIVER SIDE OUTBOARD SEAT

One (1) rear facing, Seats Incorporated 911 SCBA seat will be provided in the driver side outboard position in crew cab. The SCBA cavity will be adjustable front to rear in 0.50" increments to accommodate different size SCBA bottles.

Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting in the desired location.

REAR FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) rear facing, Seats Incorporated 911 SCBA seat provided at the passenger side outboard position in the crew cab.

The SCBA cavity will be adjustable front to rear in 0.50" increments to accommodate different size SCBA bottles. Moving the SCBA cavity will be accomplished by unbolting, relocating and re-bolting in the desired location.

The seat will be furnished with a 3-point, shoulder type seat belt.

FORWARD FACING CENTER SEAT

There will be one (1) forward facing, Seats Incorporated 911 SCBA seat provided at the center inboard position in the crew cab. The SCBA cavity will be adjustable front to rear in 0.50" increments to accommodate different size SCBA bottles.

Moving the SCBA cavity will be accomplished by unbolting, relocating and re-bolting in the desired location.

SEAT BELTS

All seating positions in the cab and crew cab shall have red seat belts.

SCBA BRACKETS

New “Smart Dock” “Hands Free” SCBA bottle brackets will be installed in the existing seat backs. One (1) on the officer seat, two (2) on the rear facing driver / passenger side crew seat and one (1) on the crew forward facing seat. Total of four (4) new Smart Dock SCBA brackets.

D-HANDLES, CLAM LOCKS.

Remove and replace body compartment door chrome D-Handles and clam locks

HEADLINERS, CAB, CREW CAB

Cab and crew cab headliner will be removed and reupholstered matching the original material.

WINDSHIELDS

Replace both front windshields, rubber gasket and chrome locking ring.

DOOR JAMB SCUFFPLATES

All cab door jambs will be furnished with a polished stainless-steel scuffplate, mounted on the striker side of the jamb, and include the area behind the cab door handrails.

Q2B

Remove and replace the chrome shroud on the Q2B siren.

CONTROLS, HEATER

Remove and replace heater control cables and valves.

SWITCH PANEL, CENTER ENGINE TUNNEL

Painted Aluminum reinforcement mounting strips will be placed on the bottom of the center switch panel mount flange.

ANTENNAS

Remove and delete the driver / passenger side forward mounted antennas.

Mounting holes will be welded shut, metal finished and painted.

PLUG, TRAILER

Remove and delete the rear trailer plug mounting bracket and harness.

STAINLESS-STEEL

Remove and replace the stainless-steel beaver tail, fuel and ladder rack doors

STORAGE, AIR BOTTLES

Additional air bottle storage will be added to the driver / passenger side fender panels.

Remove and replace the passenger side fender panel. The new panel will have two (2) double air bottle compartments with stainless-steel compartment door with lift and turn latches installed.

Remove and replace the driver side fender panel. The new panel will have one (1) double air bottle compartment forward of the rear axle with stainless-steel compartment door with lift and turn latches installed.

PUMP

PUMP OVERHAUL, WATEROUS

The master drain assembly and connecting tubing will be removed and set aside for servicing.

The pump drive unit and drivelines will be removed. The pump body will be split and the lower portion of the pump body, along with the impeller assembly, will be removed for bench service. The upper and lower pump halves will be carefully cleaned and inspected for abnormal wear on the stripping edges or other damage. **Any damage to the center case will be identified in writing and forward to the fire department with a parts and labor estimate if replacement is needed.**

An entirely new impeller assembly will be installed, to include new impellers, wear rings, impeller shaft and seals/gaskets. Standard packing is included. The pump body will be reassembled following the manufacturers tightening sequence and fastener torque specifications. The pump drive unit and driveline will be reinstalled. The driveline and drive unit will be serviced, including oil change in the drive unit and greasing of the U-joints. The master drain valve and connecting tubing will be reinstalled.

The pump master drain valve will be replaced with new and reinstalled on the pump. The connecting link and drain tubing will be reconnected and the valve will be checked for smooth operation and proper sealing.

The pump will be dynamically tested for leaks and to ensure the performance meets the manufacturers flow and pressure standards and any indicators, will be checked for correct operation within the manufacturers operating parameters. A Pierce Manufacturing pump certification will be provided when the work is complete.

OUTLET BLEEDERS, SWING STYLE HANDLE CONTROL

All drains will be updated to the new swing handle design.

A .75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a swing style handle control extended to the outside of the side pump panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders will be routed below the chassis frame rails.

VALVE OVERHAUL

All discharge, tank fill, tank to pump and auxiliary inlet valves will be removed from the adjacent piping to facilitate cleaning and allow bench rebuilding. The valve seals and ball will be removed and carefully inspected for wear or abnormal operation. New seals and O-rings will be installed per manufacturer's recommendation, **including a new stainless-steel ball**. The valves will be reinstalled and dynamically tested for internal and external leakage.

PUMP AND GAUGE PANEL (Top Mount)

New pump and gauge panels will be provided, constructed of black vinyl covered aluminum, to allow easy identification of the gauges and controls and to eliminate glare.

Both the driver's and passenger's side pump panels will be removable and fastened with swell type fasteners.

A polished aluminum trim molding will be provided on both sides of the pump panel.

The gauge panel will be hinged, at the bottom, with a full-length stainless-steel hinge. The fasteners that hold the panel, in the upright position, will be quarter-turn style. Vinyl covered chains will be used to hold the panel in the dropped position.

All new pump panel Tags, Bezels (new style), Control rods and handles from the panel out will be provided.

Driver / passenger side pump panel will be split panels

CAFS SYSTEM

CAFS system will be removed and deleted.

RACK, CONTROL

Pump operational control rack will be inspected for proper operation and function.

WATER LEVEL GAUGE

There will be an electronic water level gauge provided on the operator's panel that registers water level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The water level indicators will be as follows:

- 100 percent = Green

- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the water tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from water and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The field calibratable display measures head pressure to accurately show the tank level.

FOAM LEVEL GAUGE

An electronic foam level gauge will be provided on the operator's panel that registers foam level by means of five colored LED lights. The lights will be durable, ultra-bright five LED design viewable through 180 degrees. The foam level indicators will be as follows:

- 100% = Green
- 75% = Yellow
- 50% = Yellow
- 25% = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the foam tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from foam and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The display will be able to be calibrated in the field and will measure head pressure to accurately show the tank level.

BOOSTER HOSE

Neidner Reel Tex booster hose, 1.00" diameter and 200 feet, shall be provided. Working pressure of the booster hose will be a minimum of 600 psi

WATER TANK

The water tank will be inspected for defects or bulging.

CAB and BODY**ALL DOT LIGHTS and EMERGENCY WARNING LIGHTS WILL BE UPDATED TO LED LIGHTS AS FOLLOWS:****REAR FMVSS LIGHTING**

The rear stop/tail and directional LED lighting will consist of the following:

- Two (2) Whelen®, Model M6BTT, red LED stop/taillights
- Two (2) Whelen, Model M6T, amber LED arrow turn lights
- Two (2) Whelen Model M6BUW, LED backup lights provided in the tail light housing.

The lights will be provided with lens matching LED color.

The lights will be mounted in a polished combination housing.

Four (4) red reflectors will be provided.

A Weldon, Model 23882-2600-00, license plate bracket will be mounted on the driver's side above the warning lights. A Weldon, Model 9186-23882-30, step lamp will illuminate the license plate.

The three (3) identification lights located at the rear will be installed per the following:

Truck-Lite, Model 35, LED

As close as practical to the vertical centerline.

Centers spaced not less than six (6) inches or more than twelve (12) inches apart.

Red in color.

All at the same height.

The four (4) clearance lights located at the rear will be installed per the following:

Truck-Lite, Model 35, LED

To indicate the overall width of the vehicle.

One (1) each side of the vertical centerline.

All at the same height.

As near the top as practical.

To be visible from the rear and the side.

One (1) each side, facing the side.

One (1) each side, facing the rear.

The five (5) clearance lights that are located on the front top edge of the roof section will

be moved to the front brow. Truck lite Model 35 LED will be installed.

PERIMETER SCENE LIGHTS, CAB

There will be a Truck-lite, model 44042C, 4.00", LED, grommet mount weatherproof light provided for each cab and crew cab door. Lighting will be activated automatically when the exit doors are opened, by the door jamb switch and by the same means as the body perimeter lights.

The lighting will be capable of providing illumination at a minimum level of two (2) foot-candles on ground areas within 30.00" of the edge of the apparatus in areas which personnel climb in or out of the apparatus or descend from the apparatus to the ground level.

PERIMETER SCENE LIGHTS, BODY

There will be a total of six (6) Truck-Lite, Model 44042C, LED lights provided on the apparatus. Each light will consist of a 4.00" weatherproof LED light, rubber mount, and pigtail kit.

The lighting will be capable of providing illumination at a minimum level of two (2) foot-candles on ground areas within 30.00" of the edge of the apparatus in areas designed for personnel to climb onto the apparatus or descend from the apparatus to the ground level.

DIRECTIONAL (Front)

There will be two (2) Whelen M6T series, LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the headlights.

The color of the lenses will be yellow.

In addition to the front facing directional, a Weldon, Model: 9186-8560-20, amber, marker/turn indicator will be provided on each side of the cab.

MARKER, TURN

Two (2) Truck-Lite Model 60115Y marker lights will be installed on the body fender panels.

LIGHTS, FRONT ZONE LOWER

Two (2) Whelen model M6 LED lights will be installed on the cab face above the headlights, in a chrome bezel.

The color of these lights will be red LED/red lens.

These lights will meet or exceed NFPA front lower zone requirements.

Lights will be activated by current switching.

STEP LIGHTS

All cab and body step lights will be changed to LED, step lights.

The new LED step lights on the apparatus will be illuminated per the current edition of NFPA 1901.

WARNING LIGHT (Cab Roof)

There will be one (1) 92.00" Whelen® Freedom™ IV lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the driver's side end position.
- One (1) red flashing LED module in the driver's side front corner position.
- One (1) red flashing LED module in the driver's side first front position.
- One (1) red flashing LED module in the driver's side second front position.
- One (1) red flashing LED module in the driver's side third front position.
- One (1) red flashing LED module in the driver's side fourth front position.
- One (1) red flashing LED module in the driver's side fifth front position.
- One (1) red flashing LED module in the driver's side sixth front position.
- One (1) red flashing LED module in the driver's side seventh front position.
- One (1) 795 LED traffic light controller sent to [High Priority] in the driver's side center front positions.
- One (1) red flashing LED module in the passenger's side seventh front position.
- One (1) red flashing LED module in the passenger's side sixth front position.
- One (1) red flashing LED module in the passenger's side fifth front position.
- One (1) red flashing LED module in the passenger's side fourth front position.
- One (1) red flashing LED module in the passenger's side third front position.
- One (1) red flashing LED module in the passenger's side second front position.
- One (1) red flashing LED module in the passenger's side first front position.
- One (1) red flashing LED module in the passenger's side front corner position.
- One (1) red flashing LED module in the passenger's side end position.

Lighting and lens colors TBD.

The lightbar will be activated by current switching

SIDE ZONE LOWER LIGHTING

Six (6) Whelen M6 LED flashing warning lights with bezels shall be located in the following positions:

Two (2) lights, location will be the same as the original lights on the front bumper.

The lights will be Red lens and Red bulbs.

Two (2) lights, location will be the same as the original lights on the body.

The lights will be the Red lens and Red bulbs.

Two (2) lights will be added the crew cab side sheet just above the stripping.

The lights will be the Red lens and Red bulbs.

All six (6) lights shall include a lens that is the same color as the LED's.

All six (6) lights shall be controlled by the original switching.

LIGHTING BEZEL

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

REAR ZONE LOWER LIGHTING

Two (2) Whelen model M6 LED warning lights will be located at the rear of the apparatus, required to meet or exceed the lower-level optical warning and optical power requirements of NFPA.

The color of these lights will be red LED/red lens.

One (1) switch in the cab on the switch panel will control these lights.

The lights will be installed in the CAST 4 bezel.

REAR ZONE UPPER LIGHTING

There will be two (2) Whelen, Model B6M7**1P Super LED beacon with lower LED flashing warning lights provided at the rear of the truck, one (1) each side.

Each light will include a Super LED flashing beacon and a Whelen, Model M7* LED flashing light, mounted in a polished aluminum housing.

The beacons will have Driver side red LED's, passenger side Amber LED's will be provided with domes matching the LED color.

The color of the Whelen, Model M7* LED flashing lights will be Color, Lights, Warning and include a lens that is Amber Lens, Amber LED's .

Lights will be controlled by current switching

SCENE LIGHTS

There will be two (2) Whelen®, Model M9LZC, LED scene light(s) with Model M9FC, chrome flange(s) installed on the side of the cab

The lights will be located in original locations.

These lights may be load managed when the parking brake is set.

The cab scene lights will activated as original.

These lights may be load managed when the parking brake is set.

DECK LIGHT

There will be one (1) Unity, Model AG-S-P46SLC, LED light installed at the rear of the apparatus; driver side.

Individual switch will be provided on the light for on/off.

TRAFFIC DIRECTING LIGHT

There shall be one (1) Whelen model TAM65, 36.00" long x 2.84" high x 2.24" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen model TACTLD1 control head shall be included with this installation.

The control head will be installed in the same location.

120 VOLT LIGHTING

There will be two (2) Whelen, Model PFP2AP, 120 volt AC LED dual floodlight(s) installed on the apparatus.

The light housing will be white in color.

The lights shall be installed on each side of the pump house cargo area; matching the original location.

The inside pole length to be 57.00" long or as long as practical to fit in the location selected.

The telescoping poles will match the original poles in length.

The light(s) selected above shall be controlled by the AC circuit breaker.

COMPARTMENT LIGHTING

There will be six (6) compartment(s) with two (2) white 12-volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment.

Opening the compartment door will automatically turn the compartment lighting on.

RECEPTICALS

Remove and replace the two (2) 120volt 20amp receptacles and covers matching the original.

HEADLIGHTS

There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights with heated lens mounted in the front quad style, chrome housing on each side of the cab grille:

- the outside light on each side will contain a part number 055***1 low beam module
- the inside light on each side will contain a part number 055***1 high beam module

The low beam lights will be activated when the headlight switch is on.

The high beam and low beam lights will be activated when the headlight switch and the high beam switch is activated.

CORD

Provided for electric distribution will be 150 feet of black 10/3 electrical cord. A Fire Connect plug will be installed on the end of the cord.

JUNCTION BOX

One (1) junction box will be provided matching the original

VEHICLE CAMERA SYSTEM

There will be a color vehicle camera system provided with the following:

- One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.

The camera image will be displayed on a 7.00" LCD display located [Location, Camera Monitor]. The display will include manual camera activation capability and audio from the active camera.

The following components will be included:

- One (1) MO700136DC, display
- One (1) SV-CW134639CAI, camera
- All necessary cables

INSTRUMENT CLUSTER, DASH

Remove and replace the Dash instrument gauge cluster.

SWITCHING, CAB, BODY

Remove and replace all cab and body door switching.

SWITCH PANEL, OVERHEAD

Remove and replace the overhead switch panel assembly.

AUTO EJECTS, AIR, SHORLINE

Remove and replace the shoreline and air auto ejects matching the original.

INTERIOR CAB SWITCHING

Remove and replace cab interior switching to match current product.

RADIO - AM/FM

A digital electronic tuning AM/FM stereo with weather band and an auxiliary port shall be provided. Four (4) dual cone speakers are included in the cab.

SPARE CIRCUIT

There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus. Total of four (4) USB ports

The above wires will have the following features:

- The positive wire will be connected battery direct.
- The negative wire will be connected to ground.
- Wires will be protected to 2.0 amps at 12 volts DC.
- Power and ground will terminate at the USB ports.
- Termination will be a Blue Sea Systems part number 1016 dual USB charger socket.
- Wires will be sized to 125 percent of the protection.

This circuit(s) may be load managed when the parking brake is applied.

INTERCOM SYSTEM

There will be digital, single radio interface, intercom located [Location] in the cab. The front panel will have master volume, and squelch controls with illuminated indicators, allowing for independent level setting of radio and auxiliary audio devices.

There will be one (1) radio listen only / transmit control with select, monitor, receive, and transmit indicators. There will be one (1) auxiliary audio input with select, and receive indicators.

There will be one (1) wireless base station for up to five (1-5) headset users provided. Wired headset jacks will be provided for, four (4) crew positions located [location, intercom, C Cab].

The wireless base station will have a 100' to 1100' range, line of sight. Objects between the transmitter and receiver affect range.

The following Firecom components will be provided:

- One (1) 5100D Intercom
- One (1) WB505R wireless base station (1-5 wireless positions)
- Four (4) HM-10 Interior headset jacks
- All necessary power and station cabling

WIRELESS UNDER HELMET, INTERCOM ONLY HEADSET

[image attached: Headset, Firecom, Wireless, UHW-503 Under Helmet, Intercom Only, No Base.jpg]

There will be two (2) Firecom™, Model UHW-503 wireless under the helmet, intercom only headset(s) provided. A heavy duty coiled 12 volt charging pigtail with plug will be provided in the cab.

Each headset will feature:

- Noise cancelling electric microphone
- Flexible microphone boom
- Ear seals with 20 dB noise reduction
- Programmable Microphone transmit button
- Rechargeable battery operates 24 hours on a full charge
- IP-66 when worn

WIRELESS UNDER HELMET, RADIO TRANSMIT ONLY HEADSET

There will be two (2) Firecom™, Model UHW-505, wireless under the helmet, radio transmit headset(s) provided. A heavy duty, coiled 12 volt charging pigtail with plug will be provided in the cab.

Each headset will feature:

- Noise cancelling electric microphone
- Flexible microphone boom
- Ear seals with 20 dB noise reduction
- Stereo Listen-Through Ear dome microphones
- Radio Push To Transmit button (Left or Right Side)
- Rechargeable battery operates for 24 hours on a full charge
- IP-66 when worn

BEZEL HEADLIGHT

Remove and replace the existing headlight, directional bezel to the current production wrap around bezel.

CONNECTIONS, STUDS

All electrical terminals in exposed areas will have silicon (1890) applied completely over the metal portion of the terminal

COMPLETE REPAINT CAB and BODY

PAINT, CAB AND BODY EXTERIOR

The complete truck exterior will be repainted to match the existing color cab and body paint scheme.

CORROSION and SMALL DENTS

Metal finish and repair all minor body and cab corrosion and any small dents prior to repainting the complete exterior of the apparatus body and cab. **Additional major corrosion and / or accident damage repair costs will be open: subject to inspection and written approval by the fire department.**

CAB REPAINT

The cab will be metal finished and repainted **#90 Red and #10 white** top.

BODY REPAINT COLOR

The body will be metal finished and repainted **#90 Red**

PAINT, COMPARTMENT INTERIOR

The compartment interior will be repainted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

PAINT,CAB INTERIOR

The cab interior will be Pad painted. The pad painting will touch up scratches and wear areas throughout the cab matching the original color.

PAINT - BODY and CAB

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom body will be thoroughly cleaned and prepared for painting. Surfaces that will not be painted include all chrome plated, polished stainless steel, anodized aluminum and bright aluminum treadplate. Each imperfection on the exterior metal surface will be removed or filled and then sanded smooth for a smooth appearance. All seams will be sealed before painting.
2. Chemical Cleaning and Treatment - The aluminum surfaces will be properly cleaned using a 4-phase, high pressure and high temperature acid etching system. All steel surfaces will be properly treated using a 3-phase, high temperature, cleaning/phosphatizing system. Surfaces are chemically cleaned to remove all dirt, oil, grease and metal oxides to ensure the subsequent coatings bond well. An ultra-pure water final rinse of 25 parts per million solids or less, will be applied to final rinse all metal surfaces at the conclusion of the metal treatment process. This final rinse ensures all chemical residues are removed and that no minerals, (salts), from the water dry onto the metal surface and remain under the primers and topcoats. These salts can lead to blistering and under film corrosion.
3. Primer/Surfacer Coats - A minimum of two (2) mil dry, (.002), of two component urethane primer/surfacer will be hand applied to the chemically treated metal surfaces to provide a strong corrosion protective base coat and to smooth out the surface. The primer is a high solids and low VOC paint.

4. Hand Sanding to Ultra Fine Finish The primer/surfacer coat is lightly sanded with mild abrasive paper to an ultra-smooth finish. This hand finish process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer Coat A two- (2) component sealer primer coat is applied over the sanded primer to again build toward the final smooth finish. This layer of primer sealer also gives additional corrosion protection.
6. Topcoat Paint Two (2) coats of an automotive grade, two component acrylic urethane paint are applied to provide the lasting beauty and durability. The acrylic urethane topcoat contains a clear coat resin chemistry that creates the high gloss and depth of image. This type of topcoat provides the best resistance against acid rain and other more common chemicals.
7. Clearcoat - Two (2) coats of an automotive grade two (2) component urethane will be applied. Lap style doors will be clear coated to match the body. Roll-up doors will not be clear coated and the standard roll-up door warranty will apply.

A cyclic corrosion test, (General Motors test GM-9540), of 40 cycles will be required before making changes to the exterior coating process. Exterior coating systems, (excluding the undercarriage components), must achieve a 1/16 or less maximum creep from the scribe for aluminum and an 1/8 or less maximum creep from the scribe for galvanneal after 40 cycles in the General Motors GM-9540 test.

Each batch of color topcoat, together with the finish painted vehicle, is tested for precise color match. Visual color match will be checked following ASTM D-1729, (American Standard Testing Methods), procedures using CIE, (International Commission on Illumination), D75 Northern Daylight light source. Instrumental color match will follow ASMT D-2244 procedures with a maximum delta E of 1.0 for whites, 1.4 for yellows, blues, greens and 1.5 for reds.

All removable items such as brackets, compartment doors, door hinges, trim, etc. will be removed and painted separately to insure paint behind all mounted items. Body assemblies that can-not be finish painted after assembly will be finish painted before assembly.

PAINT – ENVIRONMENTAL IMPACT

Contractor will meet or exceed all current State (his) regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations must have a 99.99% efficiency factor.

- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter means is used, it must have an efficiency rating of 98.00%. Water wash systems will be 99.97% efficient.
- Water from water wash booths will be reused. Solids will be removed mechanically on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner. They are used as fuel in kilns used in the cement manufacturing process – thereby extracting energy from a waste material.
- Empty metal paint containers will be cleaned, crushed and recycled to recover the metal.
- Solvents used in clean-up operations will be collected, recycled on-site, or sent off-site for distillation and returned for reuse. Residue from the distillation operation will be used as fuel in off-site cement kilns.

WARRANTY – PAINT AND CORROSION

Limited Warranty

Except as provided below, and provided the vehicle has been placed in service within 60 days after delivery to the original purchaser as established by our original invoice, for a period of **one (1) year** after. Pierce Manufacturing Inc. (“Pierce”) warrants to the user that its cab and body are free of blistering, peeling, bubbling, or any other adhesion defect caused by defective manufacturing methods or paint material selection for exterior surfaces of the cab and body of the vehicle. This limited warranty will apply only if the vehicle is properly maintained and used in service which is normal to the particular vehicle. Normal service means service which does not subject the vehicle to stresses or impacts greater than normally result from the careful use of the vehicle or chassis. If the buyer discovers a defect or nonconformity it must notify Pierce in writing within 30 days after the date of discovery. This limited warranty is not transferable by the first user, and is applicable to the vehicle in the following percentage costs of warranty repair, if any:

<u>Months</u>	<u>Adhesion</u>	<u>Blistering</u>	<u>Bubbling</u>	<u>Corrosion</u>	<u>Cracking</u>	<u>Gloss</u>	<u>Color Retention</u>
0 to 12	100%	100%	100%	100%	100%	100%	100%

This limited warranty applies only to cab and body exterior paint

REFLECTIVE BAND, LETTERING and GRAPHICS

All graphics, lettering and reflective bands are to match the existing scheme and color.

CUSTOM CHASSIS RUST PROOF / UNDERCOAT

The rust proof/undercoat option will provide additional paint to the chassis frame rails and a protective coating that will help fight corrosion.

Rust proof / Undercoat Process

A coating will be applied to the custom chassis once the cab, pump and body mounting angles have been installed. The coating texture will be waxy and pliable after drying so it will not chip, crack, or peel off during normal vehicle operations.

The rust proofing material will be the color [Color, Undercoating], and is a coating of a corrosion inhibitor for long-term protection against corrosion.

The material will be applied to the following areas:

- Outside of the chassis frame rails (top & side)
- Top of the frame rails
- Top of crossmembers
- Inside of the frame rails - in and around harnesses keeping coating off harnesses as best as possible
- Between the frame and liner - coating will be applied after frame and liner are assembled using a wand to apply material between as best as possible
- Top of the body mounting angles (including rear platform)
- Top of air tanks
- Top of fuel tank

WASH AND FUEL

The truck will be washed and fueled in preparation for inspection/delivery.

BLACK OUT PACKAGE

The following chrome and treadplate will be blacked out.

- Mirrors
- Light bezels
- Grille
- Catwalks
- Running boards
- Steps
- Bulkhead treadplate
- Cab rear wall
- Tail board
- Rear body treadplate and steps



Great Falls Fire Department

Great Falls, MT

Proposal for Refurbishment of:

**One (1) – 2004 Pierce Enforcer Pumper
“15489-03”**

Date: April 12, 2022

Quote is good for 90 days

Prepared by: Alan Boushley



PIERCE MANUFACTURING, INC.

MIDWEST REGIONAL SERVICE CENTER

816 COMMERCIAL AVENUE * WEYAUWEGA, WI 54983 * (920) 867-2142

Pierce Manufacturing, Inc. is pleased to submit to the **Great Falls Fire Department** a proposal for the refurbishment of your **2004 Pierce Enforcer Pumper 15489-03: Vin# 4P1CT02A64A004152**. The following paragraphs will describe in detail the apparatus additions and modifications proposed.

QUALIFICATIONS

PIERCE MANUFACTURING was incorporated in 1917. Since then we have been building bodies with one philosophy, "**BUILD THE FINEST**". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 50 years of experience in the fire apparatus market. Our plant is located in Appleton, Wisconsin with over 474,000 total square feet of floor space situated on approximately 93 acres of land. A multi-million dollar inventory of parts is available to keep your unit in service long after it has left the factory.

The Pierce Refurbishment Center has achieved the very same reputation for fire apparatus repair and refurbishing. Located just 30 miles west of Appleton in Weyauwega, Wisconsin, the Pierce Refurbishment Center facility is dedicated exclusively to the refurbishing and repairs of all makes and models of fire apparatus and emergency vehicles. Pierce Manufacturing has produced fire apparatus for over 55 years and has been refurbishing apparatus for more than 35 years.

The 40,000 square foot Refurbishment Center has 16 well-equipped bays staffed by 52 certified, highly skilled mechanics. Fabrication and refinishing is done at the main manufacturing facilities to assure our customers the same fine quality that new Pierce apparatus is famous for.

ISO COMPLIANCE

The manufacturer will operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that will be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance will be included with the bid.

SINGLE SOURCE MANUFACTURER

Pierce Manufacturing is a single source apparatus manufacturer. The definition of single source is a manufacturer that designs and manufactures their products using an integrated approach, including the chassis, cab and body being fabricated and assembled on the bidders premises. The warranties relative to the chassis and body design (excluding component warranties such as engine, transmission, axles, pump, etc.) will be from a single source manufacturer and not split between manufacturer (i.e. body and chassis).

WARRANTY

A separate warranty page detailing the warranty coverage will be provided with the proposal.

WELDING REQUIREMENTS

Pierce Manufacturing follows American Welding Society D1.1-96 standards for structural steel welding. All aluminum welding will be done to American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum. Flux core arc welding will use alloy rods, type 7000, American Welding Society standards A5.20-E70T1.

PAYMENT TERMS

Payment is to be made to Pierce Manufacturing, in full, within 30 days after completion and final acceptance.

SHIPPING PRECAUTIONS

The following shipping precautions must be completed before transportation of the fire department's apparatus to Pierce Manufacturing for refurbishment or repair. ***Failure to complete the listed items below may result in additional costs to the fire department.***

1. All water tanks, foam tanks, pumps, all inlets and discharge plumbing, all drains, and any other plumbing are to be completely drained prior to being driven or flat-bedded.
2. Strip down all loose equipment unless arranged with Pierce prior to shipping in order to make the repair process easier and to eliminate the potential for lost equipment while the unit is being refurbished or repaired.
3. All loose or potentially loose items should be taped or strapped to ensure they do not come loose during transit.

INCOMING EMERGENCY PARKING BRAKE TEST

The following inspection will be performed by a qualified Pierce technician to insure this apparatus is safe to drive and perform work on. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review.

Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.

INCOMING BATTERY LOAD TEST

All truck starting system batteries and battery cables will be visually inspected for cracks, acid leaks, corrosion and overall condition. Along with the visual inspection a load test will be performed to verify the batteries cold cranking amps, voltage and shorted cells. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

INCOMING VEHICLE INSPECTION

The following inspections will be performed before the removal of any components and before any disassembly. A detailed inspection report will be forward to the fire department for disposition. **Additional repairs will be open: subject to inspection.**

- **Incoming Electrical inspection**
- **Incoming Chassis Inspection and Road test**
- **Incoming Pump Test**
- **Incoming Body Inspection**
- **Air Conditioning unit**

Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be “open”, pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

SCOPE of WORK

Cab and Body repaint, LED lighting.

CHASSIS

AIR, CHASSIS

Replace the following brake system components and air tank PPV valves.

- Double check valve
- Relay valve R-14
- Relay valve R-12
- Parking brake valve
- Rubber hoses to the brake cans
- Treadle valve
- Air tanks
- Brake Canisters

SENDING UNIT, FUEL

Fuel tank sending unit will be removed and replaced

TIE RODS

Remove and replace the four (4) steering tie rods, and two (2) drag link joints.

TAK-4

Remove and replace the current upper and lower control arms, ball joints, steering gears Master, Slave and torsion bars matching current production TAK-4's

AIR CONDITIONING SYSTEM

Check the air conditioning system for proper operation and coolant leaks. Change the filter and clean drain passage way. Repair any and all leaks and fill with new refrigerant R-134A to factory OEM specs

Remove and replace air conditioning compressor, condenser unit.

BUSHINGS, CAB

Remove and replace the two (2) cab front rubber bushings.

HOSES TRANSMISSION

Remove and replace the transmission hoses.

INTAKE, AIR

Remove and replace the rubber air intake boot.

EXHAUST SYSTEM

Remove and replace engine exhaust system from the turbo back with new muffler, two (2) new muffler mounting clamps, new 90-degree tail pipe and spring tail pipe mounting clamp will be provided.

No smoke system will be deleted from the new exhaust system

LOCKDOWNS, CAB

The two (2) hydraulic cab lockdowns will be removed and replaced.

PTO, HYDRUALIC PUMP

Remove and replace the Hydraulic pump and PTO for the Harrison generator system.

FRAME CLEAN UP

Clean up minor frame rail corrosion by scrapping and sanding. There will be no disassembly of major components for the repairs.

Affected areas will be treated with anti-corrosion paint, prime, and paint before the unit is undercoated,

MUD FLAPS

New mud flaps and mounting hardware with a Pierce logo will be installed behind the front and rear wheels.

ALIGNMENT

Alignment will be provided for the front and rear suspension.

The unit will be checked for dog tracking. Customer has indicated and issue with the unit.

COOLERS, AUXILIARY

Remove and replace engine and pump auxiliary coolers

BODY, CAB

MIRRORS

A Retraco, Model 613423, dual vision, motorized, west coast style mirror, with chrome finish, shall be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass shall be heated and adjustable with remote control within reach of the driver.

HANDRAILS

All existing body and cab handrails will be replaced with new NFPA 1901 compliant non-slip 1.25" diameter anodized aluminum extrusion, with a ribbed design, to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

BRIGHT ALUMINUM TREADPLATE

All exterior, bright, aluminum treadplate will be replaced with NFPA 1901 compliant, slip-resistant material. To include:

- Catwalks
- Running boards
- Running board hose trays
- Front bulkhead
- Tailboard
- Rear body walls
- Rear cab wall
- Aluminum treadplate panels above pump panels.
- Walkway pump house

CAB AND CREW CAB DOORS

The cab and crew cab doors windows and latches will be repaired and serviced to like new condition.

- Replace door latches interior, exterior, rods, striker bolts.
- Replace window regulators.
- Replace the cab and crew cab door weather seals with double automotive type rubber seals around the perimeter of the door to ensure a weather tight fit.
- New window track lining and weather stripping will be supplied.

All cab and crew cab doors will be properly adjusted for fit and operation to include new door stay straps.

RUB RAIL

Replace all body compartment rub rails.

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

WEATHER SEALS

Replace the body door rubber seals around the perimeter of the door to ensure a weather tight fit.

DOOR PANELS

There will be a full height brushed stainless steel door panel installed on the inside of all cab doors. The cab door panels will be removable without disconnecting door and window mechanisms.

DOOR HINGES, BODY, CAB

Remove and replace all cab and body stainless-steel door hinges.

TABS, BODY DOORS

Remove and replace all positive door holder tabs.

HOSEBED HOSE RESTRAINT

A Red vinyl hosebed cover will be furnished with awning fastener at the front and quarter turns / Velcro fasteners on the sides and weighted rear flap.

COMPARTMENT FLOOR, CORRODED

P-3 compartment floor is cracking around front mounting hole.

The affected areas will be repaired/removed.

New sheet metal will be installed over all compartment floors.

New floor will be installed over the existing floor. The new floor will be stitched welded, caulked and painted matching the original color.

MOUNTING PLATE ON ENGINE TUNNEL

Equipment installation provisions will be installed on the engine tunnel.

A .25" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will be spaced off the engine tunnel [Mounting Provision Spacing] to allow for wire routing below the plate. The mounting surface will be Line X, Black

SWING OUT TOOLBOARD

A swing out aluminum tool board will be provided.

It will be a minimum of .188" thick with .20" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The board will be mounted on a pivoting device at the [Location, Pivot] of the compartment on the top and bottom to allow easy movement in and out of the compartment. The maximum tool load will be 400 pounds.

The board will have positive lock in the stowed and extended position.

There will be one (1) tool board provided, will be multi-spec finish, and installed in compartment P2

LADDER RACK

Remove and replace the hydraulic ladder rack pump, hoses and solenoids.

Actuators will be inspected for proper operation and function

ACTUATORS, LADDER

Remove and replace ladder rack actuators with current production actuators.

ROLLUP DOOR, REAR

Replace all rear compartment roll up door with new Amdor door. Total of one (1) door will be provided.

All roll-up doors will be of an anodized satin finish, double faced, aluminum construction and manufactured by A&A Manufacturing (Amdor).

SLIDES, FLOOR

Remove and replace the four (4) floor mounted tray slides matching the original.

FOLDING STEPS

Replace all existing folding steps with new bright finished, non-skid Black inserts folding type. The step can be used as a hand hold with two openings wide enough for a gloved hand.

INSULATION, ENGINE TUNNEL

Remove and replace cab engine tunnel insulation matching the original.

STEPS, CAB

Remove and replace the cab / crew cab treadplate step with embossed treadplate.

CAB FLOOR

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

In addition, the sides of the engine tunnel up to the upholstery will also be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a .25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

DRIVER SEAT

A Seats Incorporated, 911, scissor action air ride, mid-height with headrest style seat will be provided in the cab for the driver.

OFFICER SEAT

A Seats Incorporated, 911, SCBA seat shall be provided in the cab for the officer. The SCBA cavity shall be adjustable front to rear in 0.50" increments to accommodate different size SCBA bottles. Moving the SCBA cavity shall be accomplished by unbolting, relocating, and re-bolting in the desired location.

REAR FACING DRIVER SIDE OUTBOARD SEAT

One (1) rear facing, Seats Incorporated 911 SCBA seat will be provided in the driver side outboard position in crew cab. The SCBA cavity will be adjustable front to rear in 0.50" increments to accommodate different size SCBA bottles.

Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting in the desired location.

REAR FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) rear facing, Seats Incorporated 911 SCBA seat provided at the passenger side outboard position in the crew cab.

The SCBA cavity will be adjustable front to rear in 0.50" increments to accommodate different size SCBA bottles. Moving the SCBA cavity will be accomplished by unbolting, relocating and re-bolting in the desired location.

The seat will be furnished with a 3-point, shoulder type seat belt.

FORWARD FACING CENTER SEAT

There will be one (1) forward facing, Seats Incorporated 911 SCBA seat provided at the center inboard position in the crew cab. The SCBA cavity will be adjustable front to rear in 0.50" increments to accommodate different size SCBA bottles.

Moving the SCBA cavity will be accomplished by unbolting, relocating and re-bolting in the desired location.

SEAT BELTS

All seating positions in the cab and crew cab shall have red seat belts.

SCBA BRACKETS

New “Smart Dock” “Hands Free” SCBA bottle brackets will be installed in the existing seat backs. One (1) on the officer seat, two (2) on the rear facing driver / passenger side crew seat and one (1) on the crew forward facing seat. Total of four (4) new Smart Dock SCBA brackets.

D-HANDLES, CLAM LOCKS.

Remove and replace body compartment door chrome D-Handles and clam locks

HEADLINERS, CAB, CREW CAB

Cab and crew cab headliner will be removed and reupholstered matching the original material.

WINDSHIELDS

Replace both front windshields, rubber gasket and chrome locking ring.

DOOR JAMB SCUFFPLATES

All cab door jambs will be furnished with a polished stainless-steel scuffplate, mounted on the striker side of the jamb, and include the area behind the cab door handrails.

Q2B

Remove and replace the chrome shroud on the Q2B siren.

CONTROLS, HEATER

Remove and replace heater control cables and valves.

SWITCH PANEL, CENTER ENGINE TUNNEL

Painted Aluminum reinforcement mounting strips will be placed on the bottom of the center switch panel mount flange.

ANTENNAS

Remove and delete the driver / passenger side forward mounted antennas.

Mounting holes will be welded shut, metal finished and painted.

PLUG, TRAILER

Remove and delete the rear trailer plug mounting bracket and harness.

STAINLESS-STEEL

Remove and replace the stainless-steel beaver tail, fuel and ladder rack doors

STORAGE, AIR BOTTLES

Additional air bottle storage will be added to the driver / passenger side fender panels.

Remove and replace the passenger side fender panel. The new panel will have two (2) double air bottle compartments with stainless-steel compartment door with lift and turn latches installed.

Remove and replace the driver side fender panel. The new panel will have one (1) double air bottle compartment forward of the rear axle with stainless-steel compartment door with lift and turn latches installed.

PUMP

PUMP OVERHAUL, WATEROUS

The master drain assembly and connecting tubing will be removed and set aside for servicing.

The pump drive unit and drivelines will be removed. The pump body will be split and the lower portion of the pump body, along with the impeller assembly, will be removed for bench service. The upper and lower pump halves will be carefully cleaned and inspected for abnormal wear on the stripping edges or other damage. **Any damage to the center case will be identified in writing and forward to the fire department with a parts and labor estimate if replacement is needed.**

An entirely new impeller assembly will be installed, to include new impellers, wear rings, impeller shaft and seals/gaskets. Standard packing is included. The pump body will be reassembled following the manufacturers tightening sequence and fastener torque specifications. The pump drive unit and driveline will be reinstalled. The driveline and drive unit will be serviced, including oil change in the drive unit and greasing of the U-joints. The master drain valve and connecting tubing will be reinstalled.

The pump master drain valve will be replaced with new and reinstalled on the pump. The connecting link and drain tubing will be reconnected and the valve will be checked for smooth operation and proper sealing.

The pump will be dynamically tested for leaks and to ensure the performance meets the manufacturers flow and pressure standards and any indicators, will be checked for correct operation within the manufacturers operating parameters. A Pierce Manufacturing pump certification will be provided when the work is complete.

OUTLET BLEEDERS, SWING STYLE HANDLE CONTROL

All drains will be updated to the new swing handle design.

A .75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a swing style handle control extended to the outside of the side pump panel. The handles will be chrome plated and provide a

visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders will be routed below the chassis frame rails.

VALVE OVERHAUL

All discharge, tank fill, tank to pump and auxiliary inlet valves will be removed from the adjacent piping to facilitate cleaning and allow bench rebuilding. The valve seals and ball will be removed and carefully inspected for wear or abnormal operation. New seals and O-rings will be installed per manufacturer's recommendation, **including a new stainless-steel ball**. The valves will be reinstalled and dynamically tested for internal and external leakage.

PUMP AND GAUGE PANEL (Top Mount)

New pump and gauge panels will be provided, constructed of black vinyl covered aluminum, to allow easy identification of the gauges and controls and to eliminate glare.

Both the driver's and passenger's side pump panels will be removable and fastened with swell type fasteners.

A polished aluminum trim molding will be provided on both sides of the pump panel.

The gauge panel will be hinged, at the bottom, with a full-length stainless-steel hinge. The fasteners that hold the panel, in the upright position, will be quarter-turn style. Vinyl covered chains will be used to hold the panel in the dropped position.

All new pump panel Tags, Bezels (new style), Control rods and handles from the panel out will be provided.

Driver / passenger side pump panel will be split panels

CAFS SYSTEM

CAFS system will be removed and deleted.

RACK, CONTROL

Pump operational control rack will be inspected for proper operation and function.

WATER LEVEL GAUGE

There will be an electronic water level gauge provided on the operator's panel that registers water level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The water level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow

- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the water tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from water and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The field calibratable display measures head pressure to accurately show the tank level.

FOAM LEVEL GAUGE

An electronic foam level gauge will be provided on the operator's panel that registers foam level by means of five colored LED lights. The lights will be durable, ultra-bright five LED design viewable through 180 degrees. The foam level indicators will be as follows:

- 100% = Green
- 75% = Yellow
- 50% = Yellow
- 25% = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the foam tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from foam and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The display will be able to be calibrated in the field and will measure head pressure to accurately show the tank level.

BOOSTER HOSE

Neidner Reel Tex booster hose, 1.00" diameter and 200 feet, shall be provided.

Working pressure of the booster hose will be a minimum of 600 psi

WATER TANK

The water tank will be inspected for defects or bulging.

CAB and BODY

ALL DOT LIGHTS and EMERGENCY WARNING LIGHTS WILL BE UPDATED TO LED LIGHTS AS FOLLOWS:**REAR FMVSS LIGHTING**

The rear stop/tail and directional LED lighting will consist of the following:

- Two (2) Whelen®, Model M6BTT, red LED stop/taillights
- Two (2) Whelen, Model M6T, amber LED arrow turn lights
- Two (2) Whelen Model M6BUW, LED backup lights provided in the tail light housing.

The lights will be provided with lens matching LED color.

The lights will be mounted in a polished combination housing.

Four (4) red reflectors will be provided.

A Weldon, Model 23882-2600-00, license plate bracket will be mounted on the driver's side above the warning lights. A Weldon, Model 9186-23882-30, step lamp will illuminate the license plate.

The three (3) identification lights located at the rear will be installed per the following:

Truck-Lite, Model 35, LED

As close as practical to the vertical centerline.

Centers spaced not less than six (6) inches or more than twelve (12) inches apart.

Red in color.

All at the same height.

The four (4) clearance lights located at the rear will be installed per the following:

Truck-Lite, Model 35, LED

To indicate the overall width of the vehicle.

One (1) each side of the vertical centerline.

All at the same height.

As near the top as practical.

To be visible from the rear and the side.

One (1) each side, facing the side.

One (1) each side, facing the rear.

The five (5) clearance lights that are located on the front top edge of the roof section will be moved to the front brow. Truck lite Model 35 LED will be installed.

PERIMETER SCENE LIGHTS, CAB

There will be a Truck-lite, model 44042C, 4.00", LED, grommet mount weatherproof light provided for each cab and crew cab door. Lighting will be activated automatically when the exit doors are opened, by the door jamb switch and by the same means as the body perimeter lights.

The lighting will be capable of providing illumination at a minimum level of two (2) foot-candles on ground areas within 30.00" of the edge of the apparatus in areas which personnel climb in or out of the apparatus or descend from the apparatus to the ground level.

PERIMETER SCENE LIGHTS, BODY

There will be a total of six (6) Truck-Lite, Model 44042C, LED lights provided on the apparatus. Each light will consist of a 4.00" weatherproof LED light, rubber mount, and pigtail kit.

The lighting will be capable of providing illumination at a minimum level of two (2) foot-candles on ground areas within 30.00" of the edge of the apparatus in areas designed for personnel to climb onto the apparatus or descend from the apparatus to the ground level.

DIRECTIONAL (Front)

There will be two (2) Whelen M6T series, LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the headlights.

The color of the lenses will be yellow.

In addition to the front facing directional, a Weldon, Model: 9186-8560-20, amber, marker/turn indicator will be provided on each side of the cab.

MARKER, TURN

Two (2) Truck-Lite Model 60115Y marker lights will be installed on the body fender panels.

LIGHTS, FRONT ZONE LOWER

Two (2) Whelen model M6 LED lights will be installed on the cab face above the headlights, in a chrome bezel.

The color of these lights will be red LED/red lens.

These lights will meet or exceed NFPA front lower zone requirements.

Lights will be activated by current switching.

STEP LIGHTS

All cab and body step lights will be changed to LED, step lights.

The new LED step lights on the apparatus will be illuminated per the current edition of NFPA 1901.

WARNING LIGHT (Cab Roof)

There will be one (1) 92.00" Whelen® Freedom™ IV lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the driver's side end position.
- One (1) red flashing LED module in the driver's side front corner position.
- One (1) red flashing LED module in the driver's side first front position.
- One (1) red flashing LED module in the driver's side second front position.
- One (1) red flashing LED module in the driver's side third front position.
- One (1) red flashing LED module in the driver's side fourth front position.
- One (1) red flashing LED module in the driver's side fifth front position.
- One (1) red flashing LED module in the driver's side sixth front position.
- One (1) red flashing LED module in the driver's side seventh front position.
- One (1) 795 LED traffic light controller sent to [High Priority] in the driver's side center front positions.
- One (1) red flashing LED module in the passenger's side seventh front position.
- One (1) red flashing LED module in the passenger's side sixth front position.
- One (1) red flashing LED module in the passenger's side fifth front position.
- One (1) red flashing LED module in the passenger's side fourth front position.
- One (1) red flashing LED module in the passenger's side third front position.
- One (1) red flashing LED module in the passenger's side second front position.
- One (1) red flashing LED module in the passenger's side first front position.
- One (1) red flashing LED module in the passenger's side front corner position.
- One (1) red flashing LED module in the passenger's side end position.

Lighting and lens colors TBD.

The lightbar will be activated by current switching

SIDE ZONE LOWER LIGHTING

Six (6) Whelen M6 LED flashing warning lights with bezels shall be located in the following positions:

Two (2) lights, location will be the same as the original lights on the front bumper.

The lights will be Red lens and Red bulbs.

Two (2) lights, location will be the same as the original lights on the body.

The lights will be the Red lens and Red bulbs.

Two (2) lights will be added the crew cab side sheet just above the stripping.

The lights will be the Red lens and Red bulbs.

All six (6) lights shall include a lens that is the same color as the LED's.

All six (6) lights shall be controlled by the original switching.

LIGHTING BEZEL

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

REAR ZONE LOWER LIGHTING

Two (2) Whelen model M6 LED warning lights will be located at the rear of the apparatus, required to meet or exceed the lower-level optical warning and optical power requirements of NFPA.

The color of these lights will be red LED/red lens.

One (1) switch in the cab on the switch panel will control these lights.

The lights will be installed in the CAST 4 bezel.

REAR ZONE UPPER LIGHTING

There will be two (2) Whelen, Model B6M7**1P Super LED beacon with lower LED flashing warning lights provided at the rear of the truck, one (1) each side.

Each light will include a Super LED flashing beacon and a Whelen, Model M7* LED flashing light, mounted in a polished aluminum housing.

The beacons will have Driver side red LED's, passenger side Amber LED's will be provided with domes matching the LED color.

The color of the Whelen, Model M7* LED flashing lights will be Color, Lights, Warning and include a lens that is Amber Lens, Amber LED's .

Lights will be controlled by current switching

SCENE LIGHTS

There will be two (2) Whelen®, Model M9LZC, LED scene light(s) with Model M9FC, chrome flange(s) installed on the side of the cab

The lights will be located in original locations.

These lights may be load managed when the parking brake is set.

The cab scene lights will activated as original.

These lights may be load managed when the parking brake is set.

DECK LIGHT

There will be one (1) Unity, Model AG-S-P46SLC, LED light installed at the rear of the apparatus; driver side.

Individual switch will be provided on the light for on/off.

TRAFFIC DIRECTING LIGHT

There shall be one (1) Whelen model TAM65, 36.00" long x 2.84" high x 2.24" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen model TACTLD1 control head shall be included with this installation.

The control head will be installed in the same location.

120 VOLT LIGHTING

There will be two (2) Whelen, Model PFP2AP, 120 volt AC LED dual floodlight(s) installed on the apparatus.

The light housing will be white in color.

The lights shall be installed on each side of the pump house cargo area; matching the original location.

The inside pole length to be 57.00" long or as long as practical to fit in the location selected.

The telescoping poles will match the original poles in length.

The light(s) selected above shall be controlled by the AC circuit breaker.

COMPARTMENT LIGHTING

There will be six (6) compartment(s) with two (2) white 12-volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment.

Opening the compartment door will automatically turn the compartment lighting on.

RECEPTICALS

Remove and replace the two (2) 120volt 20amp receptacles and covers matching the original.

HEADLIGHTS

There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights with heated lens mounted in the front quad style, chrome housing on each side of the cab grille:

- the outside light on each side will contain a part number 055***1 low beam module
- the inside light on each side will contain a part number 055***1 high beam module

The low beam lights will be activated when the headlight switch is on.

The high beam and low beam lights will be activated when the headlight switch and the high beam switch is activated.

CORD

Provided for electric distribution will be 150 feet of black 10/3 electrical cord. A Fire Connect plug will be installed on the end of the cord.

JUNCTION BOX

One (1) junction box will be provided matching the original

VEHICLE CAMERA SYSTEM

There will be a color vehicle camera system provided with the following:

- One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.

The camera image will be displayed on a 7.00" LCD display located [Location, Camera Monitor]. The display will include manual camera activation capability and audio from the active camera.

The following components will be included:

- One (1) MO700136DC, display
- One (1) SV-CW134639CAI, camera
- All necessary cables

INSTRUMENT CLUSTER, DASH

Remove and replace the Dash instrument gauge cluster.

SWITCHING, CAB, BODY

Remove and replace all cab and body door switching.

SWITCH PANEL, OVERHEAD

Remove and replace the overhead switch panel assembly.

AUTO EJECTS, AIR, SHORLINE

Remove and replace the shoreline and air auto ejects matching the original.

INTERIOR CAB SWITCHING

Remove and replace cab interior switching to match current product.

RADIO - AM/FM

A digital electronic tuning AM/FM stereo with weather band and an auxiliary port shall be provided. Four (4) dual cone speakers are included in the cab.

SPARE CIRCUIT

There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus. Total of four (4) USB ports

The above wires will have the following features:

- The positive wire will be connected battery direct.
- The negative wire will be connected to ground.
- Wires will be protected to 2.0 amps at 12 volts DC.
- Power and ground will terminate at the USB ports.
- Termination will be a Blue Sea Systems part number 1016 dual USB charger socket.
- Wires will be sized to 125 percent of the protection.

This circuit(s) may be load managed when the parking brake is applied.

INTERCOM SYSTEM

There will be digital, single radio interface, intercom located [Location] in the cab. The front panel will have master volume, and squelch controls with illuminated indicators, allowing for independent level setting of radio and auxiliary audio devices.

There will be one (1) radio listen only / transmit control with select, monitor, receive, and transmit indicators. There will be one (1) auxiliary audio input with select, and receive indicators.

There will be one (1) wireless base station for up to five (1-5) headset users provided. Wired headset jacks will be provided for, four (4) crew positions located [location, intercom, C Cab].

The wireless base station will have a 100' to 1100' range, line of sight. Objects between the transmitter and receiver affect range.

The following Firecom components will be provided:

- One (1) 5100D Intercom
- One (1) WB505R wireless base station (1-5 wireless positions)
- Four (4) HM-10 Interior headset jacks
- All necessary power and station cabling

WIRELESS UNDER HELMET, INTERCOM ONLY HEADSET

[image attached: Headset, Firecom, Wireless, UHW-503 Under Helmet, Intercom Only, No Base.jpg]

There will be two (2) Firecom™, Model UHW-503 wireless under the helmet, intercom only headset(s) provided. A heavy duty coiled 12 volt charging pigtail with plug will be provided in the cab.

Each headset will feature:

- Noise cancelling electric microphone
- Flexible microphone boom
- Ear seals with 20 dB noise reduction
- Programmable Microphone transmit button
- Rechargeable battery operates 24 hours on a full charge
- IP-66 when worn

WIRELESS UNDER HELMET, RADIO TRANSMIT ONLY HEADSET

[image attached: Headset, Firecom, Wireless, UHW-505 Under Helmet, Radio Transmit, No Base.jpg]

There will be two (2) Firecom™, Model UHW-505, wireless under the helmet, radio transmit headset(s) provided. A heavy duty, coiled 12 volt charging pigtail with plug will be provided in the cab.

Each headset will feature:

- Noise cancelling electric microphone
- Flexible microphone boom
- Ear seals with 20 dB noise reduction
- Stereo Listen-Through Ear dome microphones
- Radio Push To Transmit button (Left or Right Side)
- Rechargeable battery operates for 24 hours on a full charge
- IP-66 when worn

BEZEL HEADLIGHT

Remove and replace the existing headlight, directional bezel to the current production wrap around bezel.

CONNECTIONS, STUDS

All electrical terminals in exposed areas will have silicon (1890) applied completely over the metal portion of the terminal

COMPLETE REPAINT CAB and BODY

PAINT, CAB AND BODY EXTERIOR

The complete truck exterior will be repainted to match the existing color cab and body paint scheme.

CORROSION and SMALL DENTS

Metal finish and repair all minor body and cab corrosion and any small dents prior to repainting the complete exterior of the apparatus body and cab. **Additional major corrosion and / or accident damage repair costs will be open: subject to inspection and written approval by the fire department.**

CAB REPAINT

The cab will be metal finished and repainted **#90 Red and #10 white** top.

BODY REPAINT COLOR

The body will be metal finished and repainted **#90 Red**

PAINT, COMPARTMENT INTERIOR

The compartment interior will be repainted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

PAINT,CAB INTERIOR

The cab interior will be Pad painted. The pad painting will touch up scratches and wear areas throughout the cab matching the original color.

PAINT - BODY and CAB

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom body will be thoroughly cleaned and prepared for painting. Surfaces that will not be painted include all chrome plated, polished stainless steel, anodized aluminum and bright aluminum treadplate. Each imperfection on the exterior metal surface will be removed or filled and then sanded smooth for a smooth appearance. All seams will be sealed before painting.
2. Chemical Cleaning and Treatment - The aluminum surfaces will be properly cleaned using a 4-phase, high pressure and high temperature acid etching system. All steel surfaces will be properly treated using a 3-phase, high temperature, cleaning/phosphatizing system. Surfaces are chemically cleaned to remove all dirt, oil, grease and metal oxides to ensure the subsequent coatings bond well. An ultra-pure water final rinse of 25 parts per million solids or less, will be applied to final rinse all metal surfaces at the conclusion of the metal treatment process. This final rinse ensures all chemical residues are removed and that no minerals, (salts), from the water dry onto the metal surface and remain under the primers and topcoats. These salts can lead to blistering and under film corrosion.
3. Primer/Surfacer Coats - A minimum of two (2) mil dry, (.002), of two component urethane primer/surfacer will be hand applied to the chemically treated metal surfaces to provide a strong corrosion protective base coat and to smooth out the surface. The primer is a high solids and low VOC paint.
4. Hand Sanding to Ultra Fine Finish The primer/surfacer coat is lightly sanded with mild abrasive paper to an ultra-smooth finish. This hand finish process is critical to produce the smooth mirror like finish in the topcoat.

5. Sealer Primer Coat A two- (2) component sealer primer coat is applied over the sanded primer to again build toward the final smooth finish. This layer of primer sealer also gives additional corrosion protection.

6. Topcoat Paint Two (2) coats of an automotive grade, two component acrylic urethane paint are applied to provide the lasting beauty and durability. The acrylic urethane topcoat contains a clear coat resin chemistry that creates the high gloss and depth of image. This type of topcoat provides the best resistance against acid rain and other more common chemicals.

7. Clearcoat - Two (2) coats of an automotive grade two (2) component urethane will be applied. Lap style doors will be clear coated to match the body. Roll-up doors will not be clear coated and the standard roll-up door warranty will apply.

A cyclic corrosion test, (General Motors test GM-9540), of 40 cycles will be required before making changes to the exterior coating process. Exterior coating systems, (excluding the undercarriage components), must achieve a 1/16 or less maximum creep from the scribe for aluminum and an 1/8 or less maximum creep from the scribe for galvalume after 40 cycles in the General Motors GM-9540 test.

Each batch of color topcoat, together with the finish painted vehicle, is tested for precise color match. Visual color match will be checked following ASTM D-1729, (American Standard Testing Methods), procedures using CIE, (International Commission on Illumination), D75 Northern Daylight light source. Instrumental color match will follow ASMT D-2244 procedures with a maximum delta E of 1.0 for whites, 1.4 for yellows, blues, greens and 1.5 for reds.

All removable items such as brackets, compartment doors, door hinges, trim, etc. will be removed and painted separately to insure paint behind all mounted items. Body assemblies that can-not be finish painted after assembly will be finish painted before assembly.

PAINT – ENVIRONMENTAL IMPACT

Contractor will meet or exceed all current State (his) regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations must have a 99.99% efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter means is used, it must have an efficiency rating of 98.00%. Water wash systems will be 99.97% efficient.
- Water from water wash booths will be reused. Solids will be removed mechanically on a continual basis to keep the water clean.

- Paint wastes are disposed of in an environmentally safe manner. They are used as fuel in kilns used in the cement manufacturing process – thereby extracting energy from a waste material.
- Empty metal paint containers will be cleaned, crushed and recycled to recover the metal.
- Solvents used in clean-up operations will be collected, recycled on-site, or sent off-site for distillation and returned for reuse. Residue from the distillation operation will be used as fuel in off-site cement kilns.

WARRANTY – PAINT AND CORROSION

Limited Warranty

Except as provided below, and provided the vehicle has been placed in service within 60 days after delivery to the original purchaser as established by our original invoice, for a period of **one (1) year** after. Pierce Manufacturing Inc. (“Pierce”) warrants to the user that its cab and body are free of blistering, peeling, bubbling, or any other adhesion defect caused by defective manufacturing methods or paint material selection for exterior surfaces of the cab and body of the vehicle. This limited warranty will apply only if the vehicle is properly maintained and used in service which is normal to the particular vehicle. Normal service means service which does not subject the vehicle to stresses or impacts greater than normally result from the careful use of the vehicle or chassis. If the buyer discovers a defect or nonconformity it must notify Pierce in writing within 30 days after the date of discovery. This limited warranty is not transferable by the first user, and is applicable to the vehicle in the following percentage costs of warranty repair, if any:

<u>Months</u>	<u>Adhesion</u>	<u>Blistering</u>	<u>Bubbling</u>	<u>Corrosion</u>	<u>Cracking</u>	<u>Gloss</u>	<u>Color Retention</u>
0 to 12	100%	100%	100%	100%	100%	100%	100%

This limited warranty applies only to cab and body exterior paint

REFLECTIVE BAND, LETTERING and GRAPHICS

All graphics, lettering and reflective bands are to match the existing scheme and color.

CUSTOM CHASSIS RUST PROOF / UNDERCOAT

The rust proof/undercoat option will provide additional paint to the chassis frame rails and a protective coating that will help fight corrosion.

Rust proof / Undercoat Process

A coating will be applied to the custom chassis once the cab, pump and body mounting angles have been installed. The coating texture will be waxy and pliable after drying so it will not chip, crack, or peel off during normal vehicle operations.

The rust proofing material will be the color [Color, Undercoating], and is a coating of a corrosion inhibitor for long-term protection against corrosion.

The material will be applied to the following areas:

- Outside of the chassis frame rails (top & side)
- Top of the frame rails
- Top of crossmembers
- Inside of the frame rails - in and around harnesses keeping coating off harnesses as best as possible
- Between the frame and liner - coating will be applied after frame and liner are assembled using a wand to apply material between as best as possible
- Top of the body mounting angles (including rear platform)
- Top of air tanks
- Top of fuel tank

WASH AND FUEL

The truck will be washed and fueled in preparation for inspection/delivery.

BLACK OUT PACKAGE

The following chrome and treadplate will be blacked out.

- Mirrors
- Light bezels
- Grille
- Catwalks
- Running boards
- Steps
- Bulkhead treadplate

- Cab rear wall
- Tail board
- Rear body treadplate and steps





Commission Meeting Date: May 3, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3243 – An Ordinance by the City Commission of the City of Great Falls to assign C-2 General Commercial zoning to the property legally described as Tract A of Certificate of Survey 2248 as well as the eastern half of the adjoining Division Road right of way; and to assign R-6 Multi-family High Density zoning to the western half of the adjoining Division Road right of way

From: Alaina Mattimiro, Planner I, Planning and Community Development

Initiated By: Planning and Community Development Department

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: City Commission accept Ordinance 3243 on first reading and set a public hearing for June 7, 2022.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/deny) Ordinance 3243 on first reading and (set/not set) the public hearing for June 7, 2022.”

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

Staff Recommendation: On April 12, 2022, the Great Falls Planning Advisory Board/Zoning Commission held a public hearing and recommended to the City Commission that the proposed annexation and establishment of zoning be approved.

Staff recommends that the City Commission accept Ordinance 3243 on first reading, and set the public hearing for June 7, 2022.

Conditions of Approval for Establishment of Zoning:

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Land Use & Zoning.** Any future development of Tract A shall be consistent with the allowed uses and specific development standards for the C-2 General Commercial district designation.

Background:

The proposed annexation and establishment of C-2 General Commercial and R-6 Multi-family High Density zoning is City initiated. The subject properties include a parcel owned by Montana Department of Transportation, as well as a portion of Division Road. Staff is requesting the annexation of Division Road into city limits in order to create more local control over this urban route. Additionally, the subject properties are currently considered an “unincorporated enclave”, meaning that the properties are entirely surrounded by city limits. The Transportation Department’s property is already served by city water and sewer, and Division Road is currently maintained by the City’s Public Works Department.

The unincorporated enclave was mistakenly established through previous land use actions. Most recently, the subject section of Division Road was not included within Resolution 10140 that extended the city limits to include a proposed apartment complex annexation (now the current site for Arc Apartments). The City’s annexation process requires that any adjoining rights-of-way must be included in the extension of city limits.

The annexation of this parcel and the adjoining right-of-way would eliminate a gap in city limits and jurisdiction, and better justify the use of city services.

Summary:***Establishment of Zoning Request***

Tract A currently houses the Montana Department of Transportation (MDT) District Office. Once annexed, MDT would continue the current use on the parcel. The other zoning districts in the area include C-2 General Commercial to the east, R-6 Multi-family high density to the west, and R-5 Multi-family medium density to the north. Based on the existing use, and the surrounding zoning districts, it has been determined that the most fitting zoning district for MDT’s parcel is C-2 General Commercial. Per City policy, the subject portion of Division Road will be split zoned along the road’s center line to reflect the zoning for adjacent parcels: R-6 on the west side of the right-of-way, and C-2 on the east side of the right-of-way.

The basis for decision on zoning map amendments is listed in OCCGF §17.16.40.030. The decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact/Basis of Decision.

Fiscal Impact: No new infrastructure or maintenance responsibilities will be created with the annexation request, therefore, there will be no negative fiscal impacts to the City.

Alternatives: The City Commission could choose to not set the public hearing for Ordinance 3243. This would prevent the application from being considered through a public hearing process. For such decision, the Commission should examine the analysis and provide a justification for such a decision.

Concurrences: Representatives from the City’s Fire, Legal, and Public Works Departments have reviewed the request, as well as the Montana Department of Transportation.

Attachments/Exhibits:

Ordinance 3243

Ordinance Map Exhibit

Aerial Map

Zoning Map

Findings of Fact/Basis of Decision

ORDINANCE 3243

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF C-2 GENERAL COMMERCIAL TO THE PROPERTY LEGALLY DESCRIBED AS TRACT A OF CERTIFICATE OF SURVEY 2248; AND THE ASSIGNMENT OF A ZONING CLASSIFICATION OF C-2 GENERAL COMMERCIAL AND R-6 MULTI-FAMILY HIGH DENSITY TO THE PORTION OF DIVISION ROAD ADJOINING LOT 4, BLOCK 1 OF DIVISION ADDITION LOCATED IN THE NE1/4 OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, the Montana Department of Transportation, is the owner of record, and the City of Great Falls has initiated the annexation of the subject property, consisting of ±3.50 acres, as legally described above; and

WHEREAS, the City of Great Falls is requesting to assign a zoning classification of C-2 General Commercial to the subject property, upon annexation to the City; and

WHEREAS, Section 7-2-4211 Montana Code Annotated, provides that whenever a property is to be annexed to a municipality, the municipality shall include the full width of any public streets or roads, including the rights-of-way, that are adjacent to the property being annexed; and

WHEREAS, the portion of Division Road, as described above, is adjacent to the subject property, and shall be included at time of annexation; and

WHEREAS, the City of Great Falls assigns zoning districts to its rights-of-way to reflect the zoning district of its adjacent properties; and

WHEREAS, the western thirty (30) feet of the portion of Division Road, as described above, is adjacent to R-6 Multi-family High Density zoning, and the eastern thirty (30) feet is adjacent to C-2 General Commercial, creating a zoning district delineation along the centerline of Division Road; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on April 12, 2022, to consider said zoning request and, at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning to the property legally described as Tract A of Certificate of Survey 2248 and the portion of Division Road adjoining Lot 4, Block 1 of

Division Addition located in the NE1/4 of Section 2, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana; and

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing before the Great Falls City Commission on this zoning designation would be held on the 7th day of June, 2022, before final passage of said Ordinance herein; and

WHEREAS, following said public hearing, it was found and decided that the assignment of C-2 and R-6 zoning on said properties meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said zoning designations be made.

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

Section 1. It is determined that the herein requested C-2 and R-6 zoning assignments meet the criteria and guidelines cited in Mont. Code Ann. § 76-2-304, and meets the requirements of OCCGF Section 17.16.40.030.

Section 2. That the zoning classification of “C-2 General Commercial” be assigned to the property legally described as: Tract A of Certificate of Survey 2248 and that the zoning classifications of “C-2 General Commercial” and “R-6 Multi-family High Density” be assigned to the portion of Division Road adjoining Lot 4, Block 1 of Division Addition located in the NE1/4 of Section 2, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana.

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading May 3, 2022.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading June 7, 2022.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Jeff Hindoien, City Attorney

State of Montana)
County of Cascade : ss
City of Great Falls)

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3223, on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Map Exhibit

Agenda #16.



Legend

- City Limit
- Zoning



4/19/2022

0 100 200 400 600 Feet

Map exhibit is for reference only and is not to be used for survey grade. For questions, please contact the City of Great Falls Mapping & Addressing.

SMELTER AVE NW

18TH AVE NW

17TH AVE NW

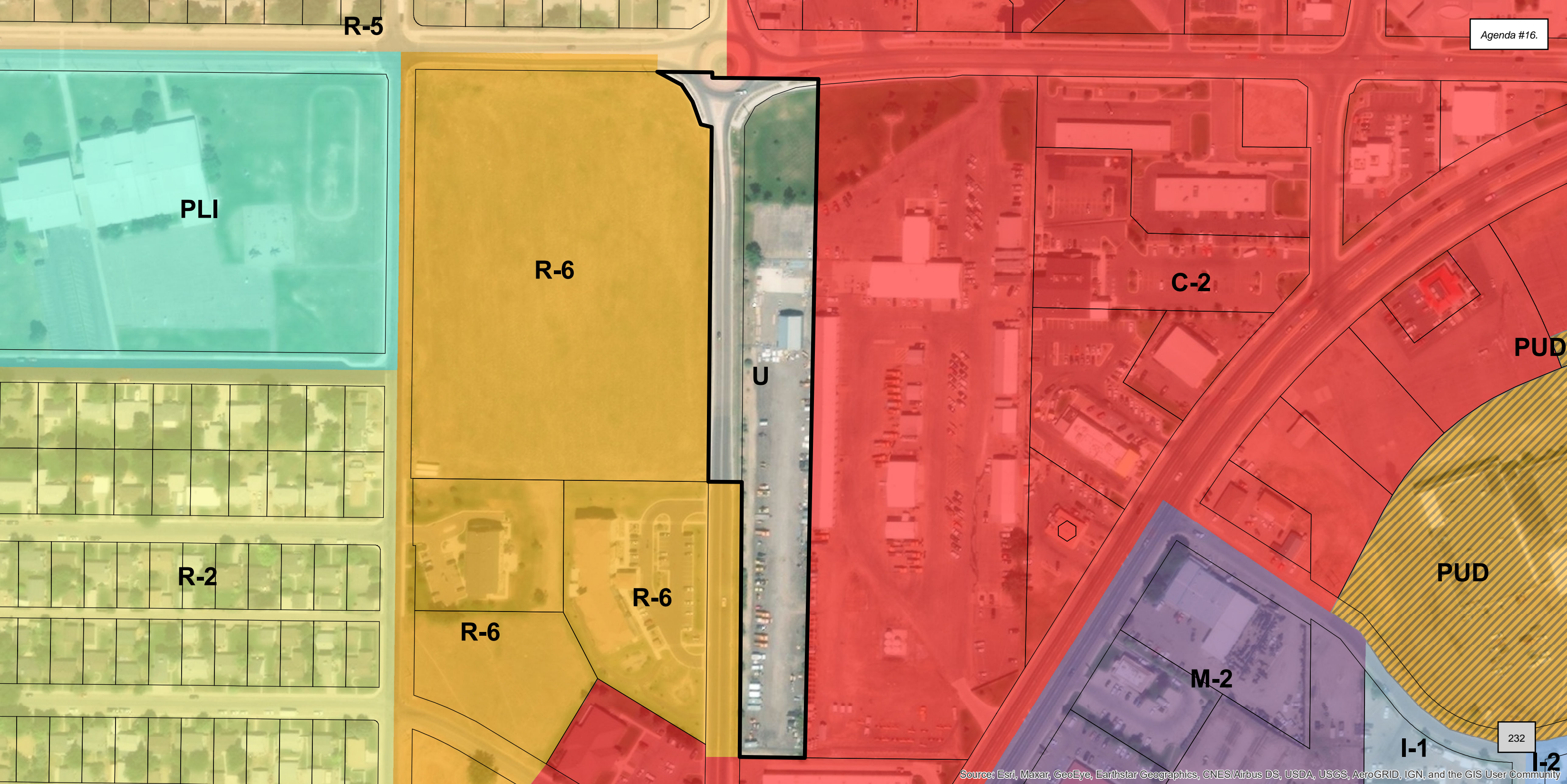
16TH AVE NW

15TH AVE NW

1ST ST NW

DIVISION RD

16TH AVE NW



R-5

Agenda #16.

PLI

R-6

U

C-2

PUD

R-2

R-6

R-6

PUD

M-2

I-1

232

I-2

FINDINGS OF FACT/BASIS OF DECISION – GENERAL COMMERCIAL AND MULTI-FAMILY HIGH DENSITY

Tract A of Certificate of Survey 2248, located in the NE1/4 of Section 2, Township 20 North, Range 3 East, PMM, Cascade County, MT and the adjoining right-of-way of Division Road.

PRIMARY REVIEW CRITERIA:

The basis for decision on the establishment of C-2 General Commercial and R-6 Multi-family High Density zoning is listed in Official Code of the City of Great Falls 17.16.40.030 of the Land Development Code. The decision of City Commission shall at a minimum consider the following criteria:

1. The amendment is consistent with and furthers the intent of the City's growth policy.

The proposed zoning map amendment follows the intent and purpose of the 2013 Growth Policy Update. The amendment is consistent with the following physical growth policy goals:

Phy4.2.3.Support actions that bring properties into conformance with the City's Land Development Code requirements over time.

The proposed General Commercial zoning for Tract A not only allows for the current use on the land, it also will allow for a variety of future uses to be permitted on this property. General Commercial matches the surrounding area, and will unify the subject property with the adjacent MDT property. The proposed Multi-family High Density zoning for the western half of the Division Road right of way does not address substantive policy goals in the Growth Policy, but does enable this enclave of County jurisdiction to be eliminated. This goal is clearly stated in the Growth Policy. The zoning map amendment would meet goals of the Growth Policy and enable the policies to further be implemented.

2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

The City of Great Falls is separated into nine Neighborhood Councils. There are no adopted plans for any of the Councils within the City. If annexation is approved, the subject property will be located in Neighborhood Council #3.

3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.

The subject property does not lie within any adopted planning or sub-area planning areas, with the exception of the Long Range Transportation Plan.

4. The code with the amendment is internally consistent.

The proposed zoning map amendment is not in conflict with any portion of the existing City code provisions. Establishment of C-2 zoning matches the current use of Tract A and creates future flexibility for additional redevelopment activity to occur.

5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.

There are no existing, identified health, safety, and welfare issues on the subject property.

6. The City has or will have the financial and staffing capability to administer and enforce the amendment.

The City has the financial and staffing capability to administer and enforce the proposed zoning map amendment, if approved. Because City infrastructure is already existing, the impact on the City is minimal.



Commission Meeting Date: May 3, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointments, Great Falls Citizen's Council

From: City Commission

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint two members of the City Commission to serve on the Great Falls Citizen's Council for May 24, 2022.

Suggested Motion:

1. Mayor moves:

"I move that the City Commission appoint _____ and _____ to serve on the Great Falls Citizen's Council also known as Council of Councils for the May 24, 2022 meeting."

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

Staff Recommendation: It is recommended that the Mayor appoint two members from the City Commission to serve as the Commission's representatives for the Great Falls Citizen's Council in accordance with Title 2, Chapter 19, Section 090 the Official Code of the City of Great Falls (OCCGF).

Summary: Pursuant to the Charter of the City of Great Falls, the Neighborhood Council program was established by Ordinance 2727 in 1997. There are nine separate Council districts throughout Great Falls.

Background: The Great Falls Citizen's Council was created to act as a forum to address issues of community wide concern and resolve disputes among the individual neighborhood councils. The members are comprised of one member from each neighborhood council and two members of the City Commission who shall be appointed by the Mayor. The council meets three times a year, usually in January, May and October. The Commission appointed Bob Kelly and Susan Wolff as their representatives for the January 25, 2022 meeting. The May 24 meeting is scheduled for 7:00 PM in the Gibson Room of the Civic Center. The tentative date for the last 2022 meeting is October 25, 2022.