



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
September 20, 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](mailto:commission@greatfallsmt.net). Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. 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**

**COMMUNITY INITIATIVES**

1. Community Health Update from City County Health Officer – Abigail Hill.

**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, September 6, 2022, City Commission Meeting.
- [7.](#) Total Expenditures of \$2,191,527 for the period of August 23, 2022 through September 7, 2022, to include claims over \$25,000, in the amount of \$1,651,207.
- [8.](#) Contracts List.
- [9.](#) Grants List.
- [10.](#) Approve the 2022-2023 School Resource Officer Agreement between the City of Great Falls and the Great Falls Public School District.
- [11.](#) Approve the purchase of one new double drum steel roller to Tractor & Equipment Co., of Great Falls through Sourcewell, formerly known as NJPA, for a total of \$193,000.02, including shipping.
- [12.](#) Approve the award of a Safety and Equipment Grant from the Federal Emergency Management Agency (FEMA) through the Assistance to Firefighters Grant (AFG) for Self-Contained Breathing Apparatus (SCBA) and supplies in the amount of \$99,545.45.

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

## PUBLIC HEARINGS

### OLD BUSINESS

### NEW BUSINESS

- [13.](#) Amendment #2 to the Citywide 911 Emergency Ambulance Services Contract with Great Falls Emergency Services. *Action: Approve or not approve Amendment #2. (Presented by Jeremy Jones)*

## ORDINANCES / RESOLUTIONS

- [14.](#) Resolution 10462, To Levy and Assess Properties within the Business Improvement District. *Action: Adopt or deny Res. 10462. (Presented by Melissa Kinzler)*
- [15.](#) Resolution 10463, To Levy and Assess Properties within the Tourism Business Improvement District. *Action: Adopt or deny Res. 10463. (Presented by Melissa Kinzler)*
- [16.](#) Resolution 10454, To Certify the Abatement of a Nuisance and Statement of Expense, Addressed as 1915 6th Avenue North is Completed. *Action: Adopt or deny Res. 10454. (Presented by Craig Raymond)*

## CITY COMMISSION

17. Miscellaneous reports and announcements from the City Commission.
18. 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 COMMISSION PROCEEDINGS**  
**September 6, 2022**

Regular City Commission Meeting

Mayor Pro Tempore Wolff presiding  
 Commission Chambers Room 206

Mayor Pro Tempore Wolff announced that Mayor Kelly is attending remotely from the National League of Cities Workforce Conference.

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS:** City Commission members present: Susan Wolff, Eric Hinebauch, Joe McKenney and Rick Tryon. Mayor Bob Kelly participated telephonically. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Grant Administrator Tom Hazen; Planning and Community Development Deputy Director Tom Micuda; 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:** None.

**PROCLAMATIONS: BILLY GARBERG DAY** [September 16, 2022] This year's Vets4Vets Stand-down scheduled September 16-17, 2022 will be dedicated to Billy.

**MILITARY UPDATES**

**1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM MALMSTROM AIR FORCE BASE.**

Colonel Barry Little provided the following updates:

- The USAF's new ICBM, the Sentinel, coming to MAFB is the single largest line item in the Air Force's budget starting next year. The Environmental Impact Study (EIS) public participation responses are being reviewed as part of the assessment of the impact to the community pursuant to the National Environmental Policy Act (NEPA) of 1969. The team is on track to finalize the final record of decision in the spring of 2023. It is their intention to comply with local and state permit requirements.
- The hangar and alert facility has been built for the MH-139 Grey Wolf helicopter. Military testing of the aircraft will be ongoing at Eglin in Florida for the next 15 months. He anticipates seeing those helicopters at MAFB at the end of 2023, but it could be later. A milestone was met in August with obtaining civil licenses from the FAA and the first all military test crew flying the helicopter as part of its safety testing.

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- The results of the Air Force’s housing requirements and market analysis study is expected later this year. He will share that information with City and County officials to further the housing development plans as they anticipate what the need is going to be, especially with Sentinel coming in later this year.
- The transitional kindergarten pilot program kicked off on August 29, 2022. Retention is key for the military. Education and childcare are both critical to military readiness.
- A contingency checklist exercise is scheduled for September 12, 2022 in Harlowton with federal, state, local and tribal agencies. MAFB representatives will put on a military community demonstration event at the Harlowton High School.
- On September 13-14, 2022 MAFB will be testing their ability to respond, secure and mitigate any possible nuclear weapons incidents and provide emergency assistance.
- Suicide awareness activities are going on throughout the month of September.
- The Air Force ball is scheduled at the end of the month at the Heritage Inn.

2.

**PETITIONS AND COMMUNICATIONS**

**Jeni Dodd**, City resident, inquired the status of Bannock Group’s fundraising efforts for the indoor water recreation facility, as well as the list of ARPA applicants and scores discussed at this evening’s work session.

**Rep. Lola Sheldon Galloway**, not a City resident but owner of property in Great Falls, commented that three Great Falls legislators recently attended an international discussion with the governments of Ireland and North Ireland. She inquired what Great Falls could contribute to that international trade. She also encouraged the Commission to think about sustainable housing with gardens instead of lawns, and purchasing supplies from her lumberyard company for Commission let projects.

**Julie Bass**, City resident, commented that the marijuana language put forward to Cascade County to print the ballots is confusing. She asked the City to put forth clear information on its website to educate the community.

**Melissa Gasper**, City resident, suggested the Commission allow chickens in the City limits. The FDA estimates eggs will be approximately \$12/dozen.

**Kevin Westie**, 602 35<sup>th</sup> Street North, commented that the Gibson Flats fire turned into a conflagration because the City didn’t properly fund the Fire Department, and crime increased because the Police Department was not properly funded.

In response to the public comments, City Manager Greg Doyon pointed out that Gibson Flats is outside of the City limits. The City responded as part of a mutual aid program. During the last 15 budget years there has been a common theme that public safety has not been properly funded.

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Manager Doyon clarified that there were no ARPA applicant names discussed or applications distributed at this evening's work session. That information will be released when the Commission is advanced the recommendations.

Manager Doyon commented that everyone has a civic responsibility to look at the language on the ballots when voting. The marijuana language was done in accordance with statutory requirements.

He also noted that several years ago the Commission allowed zoning for community gardens in Great Falls. The City doesn't usually bid lumber, and it would be inappropriate for the City to recommend that contractors go to certain businesses in the community.

**NEIGHBORHOOD COUNCILS**

**3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**BOARDS AND COMMISSIONS**

**4. APPOINTMENT TO THE TOURISM BUSINESS IMPROVEMENT DISTRICT BOARD.**

Mayor Pro Tempore Wolff reported that Scott Shull has served several terms on the Tourism Business Improvement District Board of Trustees (TBID), with his most recent term expiring on June 30, 2022. The Board Liaison, Rebecca Engum, sent out letters to all property owners within the TBID district seeking interested candidates. She also sent emails and made phone calls to encourage applications. Jeff Shull, representing the Days Inn, submitted an application.

During the District's meeting on July 21, 2022, the TBID Board recommended that the City Commission appoint Jeff Shull to the Board of Trustees for a four-year term through June 30, 2026.

The Tourism Business Improvement District (TBID) was established by Resolution 9792 on December 2, 2008 and recreated by Resolution 10222 on February 6, 2018 for an additional ten years. Its overall purpose is to utilize tax dollars through the TBID assessment and direct those monies to be used for the purpose of promoting tourism, conventions, trade shows, and travel to the City of Great Falls. Trustees must be an owner of property within the TBID or the owner's assignee.

**Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission appoint Jeff Shull to the Tourism Business Improvement District Board of Trustees for a four-year term through June 30, 2026.**

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

Motion carried 5-0.

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**5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**CITY MANAGER**

**6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon reported the following:

- He has initiated conference calls with City representatives of Cheyenne and Minot also going through this missile upgrade. Quarterly meetings have been set up with civilian leadership to talk about the impact of what they are seeing. So far they are saying it will not have as much of an impact as when the missile installation complex was put in the ground. He is monitoring what is happening in the two communities and will adjust our course to meet the needs and concerns that people may have. MAFB is not within the corporate city limits of Great Falls, although the City does provide key services to the installation, namely water and sewer.
- A general election is scheduled November 8, 2022. On that ballot will be two questions from the City. One is a charter amendment allowing for an additional municipal court judge. The second is a question about prohibiting all types of commercial marijuana within City limits. Educational information is available to the public on the City's website, a news release was issued, and people can sign up for email notifications about City meetings and news releases, and information was posted on Facebook and LinkedIn.
- Great Falls Police Department (GFPD) swore in three new officers – Oscar D'lassalas, Dakota Lugo, and Zachary Hattan. GFPD is still down two officers. GFPD also hired two dispatchers, but is still down five dispatchers. All of those vacancies affect the overtime budget to backfill those shifts.
- Great Falls Fire Rescue (GFFR) recruits are about half-way through their academy. The fire prevention presentation that GFFR does at elementary schools will be cut because the City is not able to absorb the \$20,000 cost in this year's budget with the overtime requirements.
- He expressed appreciation to Mike Judge who retired August 26, 2022. He worked for the City for 31 years as the Utilities Manager, and he also served as acting Public Works Director on two occasions.
- Chris Gaub has been appointed to the Public Works Director position and will start November 1, 2022. Chris is a retired colonel from the USAF and was stationed at MAFB from 2010-2014. He has worked in the areas of logistics, engineering, force protection, asset management, civil engineer, architectural design, community planning and facility management.

**CONSENT AGENDA.**

7. Minutes, August 10, 2022, Special City Commission Meeting.
8. Minutes, August 16, 2022, City Commission Meeting.
9. Total Expenditures of \$6,917,118 for the period of July 26, 2022 through August 24, 2022, to include claims over \$25,000, in the amount of \$6,047,432.

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10. Contracts List.
11. Approve extending the Fuel Delivery Service Agreement with Mountain View Co-op for the period of September 7, 2022 to December 31, 2022.
12. Approve the Memorandum of Agreement (MOA) with the Montana Department of Transportation (MDT) for UPN 10190000 City Sidewalk Infill Project.

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

Mayor Pro Tempore Wolff asked if there were any comments from the public or discussion amongst the Commissioners.

**Shyla Patera**, 1013 7<sup>th</sup> Avenue NW, submitted written comments in support of agenda item 12.

Mayor Pro Tempore Wolff called for the vote.

Motion carried 4-0-1 [Mayor Kelly inaudible/technical difficulties].

**PUBLIC HEARINGS**

13. **REQUEST FOR ANNEXATION FROM TIMOTHY AND DEBORAH MURPHY (2917 PARK GARDEN LANE), ALEXANDER IV AND CELIA BLEWETT (2903 PARK GARDEN LANE), AND TOM AND DEBRA LEWIS (2715 PARK GARDEN LANE).**

**I. RESOLUTION 10475, TO ANNEX THE PROPERTIES LEGALLY DESCRIBED AS LOT 4A, LOT 5A, AND LOT 8 OF PARK GARDEN TRACTS ADDITION.**

**II. ORDINANCE 3248, TO ASSIGN R-2 SINGLE-FAMILY MEDIUM DENSITY ZONING FOR LOT 4A, LOT 5A, AND LOT 8 OF PARK GARDEN TRACTS ADDITION.**

Mayor Pro Tempore Wolff declared the joint public hearing open and asked for presentation of the staff report.

Planning and Community Development Deputy Director Tom Micuda reported that the owners, Timothy and Deborah Murphy, 2917 Park Garden Lane (Lot 4A), Alexander IV and Celia Blewett, 2903 Park Garden Lane (Lot 5A), and Tom and Debra Lewis, 2715 Park Garden Lane (Lot 8) submitted applications in December 2021 to annex their properties into the City for the purpose of connecting to City water and sewer utilities. All these properties are contiguous to the existing City limits along the Park Garden Lane right-of-way, which was annexed into the City as part of the Foxwood Estates project in 2018.



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The basis for decision for an annexation by petition request is listed in OCCGF § 17.16.7.050. City Commission shall at a minimum consider the criteria, which are attached as *Findings of Fact/Basis of Decision – Annexation by Petition*. In summary, the requested annexation is supported by City staff because the applicants for annexation have the ability to be served by City water, sewer, and a newly paved street – just as the adjoining properties that are already within City limits.

The subject properties are being proposed for R-2 Single-family Medium Density zoning. The R-2 zoning district aligns with the existing use of a single-family residence upon each property. Although the subject properties are larger than the typical lot size for the proposed zoning district, R-2 zoning is still proposed because it best fits the zoning designation of surrounding residential properties within the City limits as seen on *Ordinance 3248 – Exhibit A*. Existing non-conformities for each subject property were identified within the Annexation Agreements and will be allowed to continue when the properties are annexed into the City. Moving forward, use of land upon the subject properties shall be consistent with OCCGF § Title 17 Chapter 64, *Nonconformities*.

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls (OCCGF) §17.16.40.030 of the Land Development Code. The decision of the City Commission shall at a minimum consider the criteria, which are attached as *Findings of Fact/Basis of Decision – Zoning Map Amendment*.

The subject properties are located adjacent to Neighborhood Council #1. At its regularly scheduled meeting on December 14, 2021, the Council voted unanimously in support of the request.

The cost of the connection to water and sewer utilities was borne by each applicant according to the agreed upon terms of each Annexation Agreement and Utilities Acknowledgement Letter. The annexation will add three lots into the city, which will increase the City's tax base and increase revenue.

Mayor Pro Tempore Wolff asked if the Commission members had any questions of staff.

Hearing none, Mayor Pro Tempore Wolff asked if there were any comments from the public in support of Resolution 10475 and Ordinance 3248.

**Anders Blewett**, 2903 Park Garden Lane, on behalf of all applicants, urged the Commission to support the resolution and ordinance for the reasons specified by City staff. The applicants have gone to great lengths and expense to annex into the City. A benefit to the City will be the added tax value.

Mayor Pro Tempore Wolff asked if there were any comments from the public in opposition to Resolution 10475 and Ordinance 3248.

Hearing none, Mayor Pro Tempore Wolff closed the joint public hearing and asked the will of the Commission.

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**Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10475 to annex the properties legally described as Lot 4A, Lot 5A and Lot 8 of Park Garden Tracts Addition, and approve the Annexation Agreements, based on the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicants.**

There being no further discussion, Mayor Pro Tempore Wolff called for the vote.

Motion carried 5-0.

**Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission adopt Ordinance 3248 to assign R-2 Single-Family Medium Density Zoning for Lot 4A, Lot 5A and Lot 8 of Park Garden Tracts Addition, based on the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicants.**

Commissioner Tryon noted that the Planning Advisory Board/Zoning Commission, Neighborhood Council 1 and City staff recommended that the Commission approve the annexation and zoning request.

Commissioner McKenney noted that this item is a perfect example of infill, and the more infill the better.

There being no further discussion, Mayor Pro Tempore Wolff called for the vote.

Motion carried 5-0.

**14. ORDINANCE 3249, AMENDING TITLE 17, CHAPTER 4, CHAPTER 8 AND CHAPTER 20 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS PERTAINING TO USE OF LAND WITHIN THE CITY OF GREAT FALLS FOR COMMERCIAL MARIJUANA BUSINESS ACTIVITIES.**

Mayor Pro Tempore Wolff declared the public hearing open and asked for presentation of the staff report.

City Attorney Jeff Hindoien reported that before the Commission is second reading and public hearing on Ordinance 3249. As discussed extensively in several work sessions, this is one piece of a multi-faceted process that the City is undertaking relating to the issue of commercial marijuana activities in the City of Great Falls. The Commission took action over a decade ago when medical marijuana activities were first legalized in the State of Montana. After considerable amount of public input and consideration at that time, the City Commission made the conscious decision to not allow for any medical marijuana activities in City limits. That prohibition ordinance has been in place since June of 2010, never challenged, and was similar to the framework that was utilized by a large number of municipalities around the state to prohibit medical marijuana activities.

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That landscape changed in November of 2020 when the Montana voters approved Initiative I-190 that legalized a range of adult use marijuana activities and commercial activities on a statewide basis. As enacted by the voters, I-190 contained a provision that would have expressly prevented the City of Great Falls or any other charter municipality from completely prohibiting commercial marijuana activities. However, the 2021 Legislature took action to amend the I-190 framework. HB 701 repealed the language that put the restriction on cities like Great Falls from completely prohibiting these activities.

Post I-190 and HB-701, the Commission stood by and relied on the same ordinance it had enacted 10 years ago to prohibit any new commercial marijuana activities. An application was submitted for a Safety Inspection Certificate (SIC) to operate a commercial adult use dispensary in the City of Great Falls. Staff did not process that application on the grounds that the City had an ordinance that prohibited that activity. In April of 2022, the Commission conducted a public hearing on applicant's appeal. The Commission affirmed the staff decision to not process the SIC application.

The Commission also directed staff to move forward with the process that would let the City voters decide about whether or not they wanted to specifically prohibit these new activities that have been authorized by the Legislature. That process has now been completed after being worked through at work sessions in June and July and formally considered by the Commission in August. So three public meetings were conducted at which the ballot proposition issue was talked about and the specific language that was going to be part of that ballot proposition.

The Commission took action at the August meeting to formalize that language and passed a resolution that passed that over to the County Election Administrator. That action will place a question before the voters about whether or not they want to specifically amend the City Code to prohibit these new allowed activities under state law. There is now a fair amount of information on the City's website about what that ballot initiative involves, some frequently asked questions, and an opportunity for people to ask questions.

With respect to the comment earlier about the clarity of the ballot language, City Attorney Hindoien explained that they had to deal with some legal framework pieces to navigate with that. The law requires that the referral actually be an ordinance. It can't be an open question about are you for it or against it? It requires language that is crafted around an amendment to the City Code and that is why that language was crafted in the manner it was and is asking voters, do you want to amend the City Code to prohibit these activities or don't you? That piece of the puzzle is now complete, and will be set before the voters.

The final piece of this is what we're talking about tonight. As has been discussed, even when this all started back in April, the Commission needed to build out a framework that would allow for commercial marijuana activities in the City if the voters were to make that choice. The City has to have a framework in place for regulating that at its most basic level. It is a zoning regulation that would dictate where these types of commercial business activities could occur within the City of Great Falls.

The other event that has happened since April, however, is that the City has been put on the receiving end of a lawsuit challenging its decision or its action to prohibit these activities. The

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City is now in a court case and could receive a ruling from the District Court that says the City is obligated to allow for these activities.

Being discussed tonight is taking action to amend the existing zoning ordinance to reflect how these particular activities would be allowed for in the City of Great Falls if one of two things happens - the voters make the decision in November that they don't want the code to prohibit these activities, or alternatively, a ruling from the court that says the City of Great Falls is required to allow for these activities.

The framework that has been brought forward through the first hearing process and through discussions at the work session is one that not all of the Commissioners agree on at this point. As framed presently, it would restrict the commercial activities like cultivation, manufacturing, transportation, and testing to the industrial zoning districts I-1 and I-2, but would allow the sales and adult use dispensary land use to be permitted in the commercial districts and as a conditional use in the mixed zoning districts and one commercial C-5 and one in M-2.

The Commission, as part of its legislative actions, is free to amend the proposed framework in whatever way it sees fit to decide where it wants those particular uses to occur, contingent on that it wouldn't become operative unless the voters drive things that way or a court tells the City what it needs to do.

Mayor Pro Tempore Wolff asked if the Commission members had any questions of staff.

Commissioner Hinebauch clarified that this public hearing is about zoning for marijuana businesses.

Commissioner McKenney inquired if the Court decision would supersede the vote of the people or could the vote of the people in November overturn the Court decision.

City Attorney Hindoien responded that, as of now, the lawsuit is directed only at the City's current ordinance. It is not directed at the legal authority of the City to refer the question to the voters and it's not directed at the validity of that process.

Mayor Pro Tempore Wolff asked if there were any comments from the public in favor of Ordinance 3249. She noted that zoning maps were on the table in the back of the room for public review.

**Melissa Gasper**, City resident, commented that she is certified as an advanced practice registered nurse. Her doctorate level research taught her a lot about medical marijuana and chronic pain and access to health care. Cannabis has been a long, hard and expensive battle for Montanans. Just when they think they are gaining way by their vote, they are met with more battles, moratoriums and zoning issues and it is all about access.

Access to healthcare is a key fight addressed in many modern studies for all sorts of medical issues, diagnoses and treatments. This is for equality and justice for all patients. Access to legal, majority voted rights is a fight for liberty and justice for all.

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The opioid death rate was cut in half in Montana after chronic pain was added to the list of diagnoses for which somebody could get a Montana Medical Marijuana Card. Also treated by medical marijuana is endometriosis, seizures, ADHD, Parkinson's, glaucoma, migraines, post war trauma, PTSD, anxiety, and combat injuries that are often chronic, lasting well into old age. Her oncologist even recommended it for cancer treatment side effects.

Cannabis is not a gateway drug. It is used to self-medicate just like alcohol, tobacco and opioids. She suggested finding zoning so Montana citizens could find access to cannabis.

**Sahil Mehta**, Bozeman resident, commented that other cities have passed this in such a way that their cities seem to be moving forward. If those cities have allowed it for so many years and it hasn't caused an issue, why aren't those cities banning it.

**Talan Harrington**, City resident, submitted written comments in support of Ordinance 3249 as proposed with certain regulations.

**Joshua Gosney**, owner of Infinity Wellness Dispensary of Great Falls, submitted written comments in support of Ordinance 3249 as proposed.

Mayor Pro Tempore Wolff asked if there were any comments from the public in opposition to Ordinance 3249.

**Ben Forsyth**, City resident, commented that adopting Ordinance 3249 will allow more recreational marijuana into the City of Great Falls. He suggested the Commission think about whether or not that allowance of recreational marijuana into Great Falls is good or bad in relation to the health, safety, and welfare of the people, and in relation to the laws as they now stand. The laws specifically state that the health, safety, and welfare of the people are primary. He discussed his experiences and observations of the harms of marijuana in Great Falls, and suggested a great deal more harm will happen if THC is more available.

**Noelle Johnson**, City resident, commented that the State Initiative references that marijuana retail businesses have to be 500 feet from schools, and also references that localities can change that. She pointed out that there are six public schools directly across the street from C-1 or C-2 zoning: North, CMR, Valley View, West, Lincoln and Lewis and Clark. There are another three that are within a block of C-1 or C-2: Longfellow, Loy and Chief Joseph. There is also an unknown number of other childcare facilities and private schools. There is a big child care facility on Second Avenue North that is in that zoning. Treasure State Academy is across the street, and Foothills is within a block of either a C-1 or C-2. She urged the Commission to take that into account. The Montana School for the Deaf and Blind also has some of those zoning designations near it.

Aside from the schools, there are also nine City parks where a lot of our children and families spend time that are adjacent to C-1 and C-2 zoning designations.

M-1 and M-2 mixed-use areas surround, and are adjacent to, the River's Edge Trail, one of Great Falls' biggest recreational parks. These zoning designations have to be paid attention to in relation to where citizens recreate.

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With regard to Commissioner McKinney's comment that it should be zoned like other retail businesses, Ms. Johnson responded that proposed Ordinance 3249 would allow dispensaries in more zones than vehicle sales, second hand stores and shopping centers. It would also allow more dispensaries than small animal vet clinics, casinos and mini golf.

She concurred with a prior comment by Commissioner Wolff that the marijuana businesses should be kept to I-1 and I-2 zoning districts for now.

She urged the Commission to deny Ordinance 3249 as written.

**Linda Madsen**, not a City resident, concurred with Ms. Johnson's comments.

**Cheryl Scheer**, City resident, commented that she is shocked that any person would even consider approving this massive zoning with all of the education received at these meetings, Crime Stoppers, and through statistics describing the dangers. Great Falls will be inundated and will never be the same.

She mentioned at previous meetings that two family members died as a result of drug overdose and health issues due to addiction. Both started out using marijuana and progressed to meth and opioids. She also has a friend whose stepson was killed in a head on collision by a guy who was high on marijuana. It is a dangerous drug that destroys lives, can lead to use of harder drugs and destroys families and communities.

She suggested it would be completely irresponsible to allow pot shops, cultivation, manufacturing and distribution within the city, greatly increasing access of this drug to drug abusers and to our youth. She is opposed to any regulation, policy or law the Commission can create that will allow increases in marijuana availability in the city. This drug must be tightly controlled in order to prevent wide proliferation throughout our community and the devastation of more lives in the process.

**Mike Scheer**, City resident, commented that the proposed ordinance would allow recreational marijuana to be sold in all retail areas of the entire city. He asked if the community wants to present our city as a city of pot shops and casinos? He suggested keeping Great Falls pot shop free, or as limited as possible. Pot shops located all over the City make it more enticing and accessible to possible first time users. Everyone is aware of the increase in crime and added problems for law enforcement that is associated with this industry. He also expressed concern that two members of the Commission in real estate and insurance industries could benefit from this and it appears to him to be a conflict of interest.

**Sandra Guynn**, City resident, commented that she took exception to a comment Commissioner McKenney made at the August 16<sup>th</sup> meeting that indicated 10<sup>th</sup> Avenue South and Downtown were not neighborhoods. Of the City's nine neighborhood councils, five of those councils call 10<sup>th</sup> Avenue South either a north or south boundary. She lives a block off of 10<sup>th</sup> Avenue South and it really is part of the neighborhood. She encouraged the Commission and the public to utilize a crime mapping tool on the City's website to see what crimes are being committed and where. There is quite a bit of crime activity along the 10<sup>th</sup> Avenue South corridor and within a

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block or two of 10<sup>th</sup> Avenue South. She encouraged the Commission not to allow additional zoning for marijuana.

If the voters approve that marijuana should be sold in the City, she would appreciate it, and thinks many others would too, to leave it in the industrial areas as was initially suggested.

**Beth Morrison**, City resident, encouraged the Commission to consider limiting the number of dispensaries if this comes to pass either through court order or ballot initiative. There are approximately 59,000 people in Great Falls. There are 11 dispensaries in Cascade County already. She further encouraged the Commission to up the 500 foot requirement. She would not like to see dispensaries on every corner like casinos.

**Carol Robinson**, City resident, concurred with previous speakers in opposition to this ordinance. She also mentioned Dr. Kenneth Finn, a pain management doctor in Colorado that discusses the dangers of taking THC and not knowing whether that person has a psychosis. She concluded that it should only be allowed in the industrial districts if it passes.

**Lisa Lord**, no address provided, commented that, as part of her position at Walmart, she denies the sale of alcohol when she suspects someone being under the influence of alcohol. She has come across some people with their medical marijuana cards and they act just as drunk as anybody else. But she can't deny them from getting into a vehicle and driving, killing somebody or themselves. She also ministers to women in jail. Marijuana is the beginning stage of people going into other drugs. She would like this City to be safe for families to come in and raise their families. There is no common sense to adopting this ordinance and she doesn't appreciate anybody who would say this drug can help when in fact it does more harm than good.

**Nancy Donovan**, City resident, concurred with the previous speakers. She urged the Commission, if it does pass, to be aggressive with the zoning. She doesn't want it in her neighborhood, and she hasn't seen any people whose lives have been improved by adding drugs to their daily routine.

**Jeni Dodd**, City resident, inquired if the City would take the matter to a higher court if it gets ruled against to defend the original ordinance that states it is against federal law and won't be allowed in the City. If it is determined that it has to be allowed, she suggested the Commission consider creating a separate zoning district.

**Julie Bass**, City resident, commented that her problem with this is there isn't much talk about our kids. Drug use should not be normalized. She prays marijuana doesn't get voted in and she hopes the Commission will do the right thing.

**Rep. Lola Sheldon Galloway**, commented that the intent of HB 701 was to let the cities decide what was best for the cities. If the current ordinance says that we do not want to violate federal law, then she agrees that the intent of the bill would support the current ordinance. She suggested these subjects be added to the neighborhood councils and Council of Council agendas. Rep. Galloway commented that Idaho law sets forth that medical marijuana has to be sold in pharmacies. Is that an answer for Great Falls? As suggested to her by a youth study group in Great Falls, she proposed HB 568 that set forth any dispensary had to be 1000 feet from churches,

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schools, parks, recreational facilities and playgrounds. The bill also set forth the number of dispensaries be limited to one for every 10,000 people. She commented that Denver smells like skunk everywhere. She was told in committee that for every dollar of taxes that came into Colorado, they spend \$6 dollars in police services.

**Brian Cayko**, 44 34<sup>th</sup> Avenue NE, submitted written comments in opposition to land use allowing for zoning commercial marijuana business activities.

**Jeff Keller**, 1424 3<sup>rd</sup> Avenue North, submitted written comments in opposition to any zoning changes that would allow for marijuana dispensaries to operate in any residential districts.

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

**Commissioner Hinebauch moved, seconded by Commissioner McKenney, that the City Commission adopt Ordinance 3249.**

After a brief parliamentary discussion, **Commissioner Tryon moved, seconded by Mayor Pro Tempore Wolff, that the Land Use Table Exhibit 20-1 to Ordinance 3249 be amended to allow marijuana dispensary land use only in I-1 and I-2 zoning districts.**

Mayor Pro Tempore Wolff asked if there were any comments from the public on the proposed amendment.

**Melissa Gasper**, City resident, inquired if public transportation serviced the industrial zones.

City Attorney Hindoi responded that the City doesn't operate the transportation authority and doesn't know what their routes are.

Ms. Gasper continued that industrial zones not being accessible to public transportation would put up a big barrier to access to healthcare and of adult choices that have already been voted in.

**Linda Madsen, Noelle Johnson, Julie Bass, Cheryl Scheer, Carol Robinson, and Gaylen Johnson** spoke in support of the amendment.

**Leyla Mohler**, City resident, urged the Commission to reconsider and allow dispensaries in commercial areas.

**Jeremiah Scott**, City resident, commented that he is retired from the military. He suffered from PTSD and severe anxiety. He has used marijuana for these mental illnesses and it hasn't helped him. In fact, it made everything worse. He added that he saw a documentary on television in a foreign country about Montana and how bad the methamphetamine problem was here. He asked why the Commission would want to allow a gateway drug, such as marijuana, to be closer to the city where kids are.



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**Rep. Lola Sheldon Galloway**, inquired about medical marijuana not being in the city since it has been legal in the state.

**Ben Forsyth**, City resident, opposed anything that would allow recreational marijuana in greater quantities in our community.

**Jeni Dodd**, City resident, again suggested a separate zoning category for marijuana dispensaries with specific guidelines since it is still illegal under federal law.

Mayor Pro Tempore Wolff asked if there was any discussion amongst the Commissioners on the amendment.

Commissioner Tryon commented that this issue is about zoning, and a federally prohibited Class 1 drug that is illegal. That is the predicate upon which the original Ordinance was adopted in 2010 prohibiting marijuana activities in Great Falls. Should this pass by the voters in November or a Judge declares that the City cannot completely ban marijuana activities, it needs to be carefully considered and not be treated like other products. He doesn't believe the Commission has vetted this issue enough on what the long term impacts are. Commissioner Tryon concluded that the responsible thing to do is to keep the dispensaries in Industrial 1 and 2 and then see what happens. After November's vote, there is nothing that prevents the Commission from coming back and doing its due diligence, research, and vetting about how best to expand the zoning.

Commissioner Hinebauch commented that zoning needs to be in effect if the vote passes. If the vote passes, it will be twice that the citizens of Great Falls have voted in favor. If the business is a legal entity that the voters approve, he doesn't think that city government should over regulate it or stop businesses from coming into the City. He believes a bar is less safe than a marijuana dispensary. Recreational marijuana sales in Cascade County has been \$1 million dollars per month for the past six months. He thinks this is a revenue opportunity for the City and the Commission needs to respect the voters.

Commissioner McKenney commented he believes that local government should strive for less intrusion into the private sector, and local government should protect private property rights. Property owners should have the ability to use the property as they wish, as long as it is legal. It is a balancing act and it is not easy. In his opinion, retail sales of marijuana is similar to other types of retail sales, patrons purchase a product on the premises and they depart. The difference is it is an adult controlled product. It is not the only adult controlled product that is regulated through zoning. He is comfortable regulating it the same way as off premise alcohol. Commissioner McKenney concluded that the will of the voters counts. He will be opposing the amendment.

Mayor Kelly reiterated that medical marijuana has been available in the county for almost 12 years now. Up until this point, he has not heard any problem regarding access to it. The ordinance being considered is, at the very least, increasing access for people.

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The voters have overwhelmingly approved the legalization of marijuana inside the state. He has been approached by community members who have asked that the Commission try to do as much as possible in consideration of the youth in the community.

If there is a huge outcry from the commercial aspect of this and from people who want to expand the revenue opportunities and expand the geographic footprint, the Commission can certainly consider at a later point opening it up to some commercial zoning.

He will support the amendment, not because he personally believes in it, but thinks that it is the best thing for the community going forward.

Mayor Pro Tempore Wolff commented that she agrees with the comments made about moving forward gently. The Commission is not denying access. The Commission can see what happens with this, and then make changes and amendments as time goes along.

There being no further discussion, Mayor Pro Tempore Wolff called for the vote on the amendment.

Motion to Amend carried 3-2 (Commissioners Hinebauch and McKenney dissenting).

**Commissioner Tryon moved, seconded by Mayor Pro Tempore Wolff, that the City Commission adopt Ordinance 3249 as amended.**

Mayor Pro Tempore Wolff asked if there was any further discussion amongst the Commissioners on the Motion to adopt the Ordinance as amended.

Commissioner McKenney noted that, although he opposed the amendment, it is important that zoning is in place so the City is prepared if retail marijuana becomes legal.

Commissioner Tryon commented that he doesn't believe Commissioners Hinebauch or McKenney have conflicts of interest in their heartfelt and honest conviction on this matter.

There being no further discussion, Mayor Pro Tempore Wolff called for the vote.

Motion carried 4-1 (Commissioner Hinebauch dissenting).

Mayor Pro Tempore Wolff called a recess at 9:29 pm and called the meeting back to order at 9:38 pm.

**OLD BUSINESS**

**NEW BUSINESS**

15. **ORDINANCE 3250, AN AMENDMENT TO THE PLANNED UNIT DEVELOPMENT TO ALLOW 4-PLEX MULTIFAMILY UNITS FOR WEST RIDGE ADDITION PHASES VII-XI AND PRELIMINARY PLAT FOR A 40-LOT MAJOR SUBDIVISION FOR WEST RIDGE ADDITION, PHASE X.**

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Planning and Community Development Deputy Director Tom Micuda reported that before the Commission is Ordinance 3250 for first reading to amend the Planned Unit Development (PUD) zoning for West Ridge Addition Phases VII-XI. The City Commission approved the annexation of the whole property, assigning R-3 Single-family high density zoning on August 18, 2015. At the request of the applicant, the Commission further approved the rezone of the property to PUD on February 21, 2017 to give the applicant the ability to construct 2-unit townhomes. The applicant is now requesting an amendment to the existing PUD to accommodate an allowance for 4-plex, multifamily units for Phases VII-XI.

The applicant is proposing to proceed with Phase X of West Ridge Addition which will include townhomes, single family homes, and multi-family 4-plexes. This proposed phase would create 40 new lots and 70 total dwelling units. The lots on the preliminary plat range from 8,417 – 8,445 square feet for the townhomes, and 10,650 – 11,005 square feet for the single family lots, all of which are located on the eastern side of 2nd St. NE and extend to 4th St NE. On the west side of 2nd St. NE, the 4-plex lots range from 13,473 – 13,709 square feet. The proposed townhome and single family lot standards are consistent with R-3 zoning district requirements as well as the PUD that was added to the development in 2017. The 4-plex lot standards are included in the proposed amendment to the PUD.

Phase X will connect to and extend existing City roadways by extending 2nd and 4th Streets NE, and building 42nd Avenue NE. Service for the proposed 40 lots will require extension of existing 8 inch sewer and water mains that currently serve West Ridge, Phase IX. The on-site improvements required for the development of the subject property shall be installed as shown on the final construction plans that are submitted to, and approved by the City. The on-site improvements shall include everything required to provide water, sanitary sewer, storm water management, and access including streets and sidewalks serving each proposed lot.

The Planning Advisory Board/Zoning Commission recommended approval of the PUD amendment as well as the preliminary plat for West Ridge, Phase X at its public hearing held on August 23, 2022. Neighborhood Council 3 voted in favor of the amendment at its meeting last week. Staff supports the amendment as being faithful to the layout of West Ridge by simply incorporating another product type that adds density and housing diversity. The developer is taking advantage of a market opportunity but also is looking ahead to future development costs and making sure they have enough of a housing product to be able to offset future costs that are only going up as they continue to develop West Ridge.

**Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission accept Ordinance 3250 on first reading and set a public hearing for October 4, 2022 to consider an amendment to the Planned Unit Development for West Ridge Phases VII-XI.**

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

Mayor Pro Tempore Wolff noted a traffic study was done in that area and there will be good traffic flow without impacting other streets.

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There being no further discussion, Mayor Pro Tempore Wolff called for the vote.

Motion carried 4-0-1 [Mayor Kelly inaudible/technical difficulties].

**16. GREAT FALLS DEVELOPMENT AUTHORITY (GFDA) PROPOSALS FOR CARES FUNDING.**

Grant Administrator Tom Hazen reported that the City of Great Falls has received more than \$29 million dollars in federal funding through Covid-19 related funds. Initially, the City received \$10,159,163 in reimbursement for Covid related public safety response expenses through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Subsequently, the City was allocated an additional \$19,472,737 through the American Rescue Plan Act (ARPA).

The City Commission has become familiar with these figures and acronyms. This body has evaluated an extensive list of proposed use of these funds. To date, discussion has focused primarily on identifying ARPA uses due to the usage deadlines established by the United States Treasury Department. In addition to an identified group of Tier One internal proposals, a sum of \$3 million dollars of ARPA funds were budgeted for external distributions to local businesses and non-profits through a competitive grant program. The City accepted applications for this program between the dates of February 15 and July 15 of this year.

On June 13, 2022, GFDA submitted two Economic Recovery Proposals to the City. The first proposal requested \$1.4 million dollars to finance the Milwaukee Station construction project. GFDA has since secured sufficient capital to fully fund this development. In replacement, GFDA proposes that the funds be added to its revolving loan fund. This fund is loaned to local businesses in for the form of gap or bridge loans. Proceeds are reissued into the community upon receipt. GFDA has stated that it has received \$12-\$15 million in requests from developers and businesses.

GFDA also submitted a \$2-\$4 million dollar proposal to fund infrastructure development relating to new housing projects. City dollars would serve as capital to create a new low interest revolving loan fund. Loan repayment would be contingent upon the sale of the property after installation of utility infrastructure. Proceeds would be reissued in the form of new loans once repaid.

These proposals were not submitted to the competitive grant program and are, as written, not ARPA eligible. ARPA use requires compliance with established categories to be considered eligible. ARPA also requires adherence to specific deadlines.

Conversely, CARES funds are not subject to the same restrictions. CARES funds were issued to the City as a reimbursement. The City was required to meet all eligibility thresholds prior to receiving funds. There are no requirements to meet to utilize this money. Additionally, there are no deadlines to make in expending these funds. CARES funds may be used at the discretion of this Commission.

Based on his multiple conversations with GFDA personnel, GFDA was aware that ARPA would not apply. GFDA has a well-established success rate in implementing gap and bridge financing. GFDA's personnel have voiced the need for additional capital in this program since the City

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began receiving funds. Since implementing their revolving loan fund, GFDA has issued over 100 of these instruments totaling over \$40 million dollars. Currently, there is a \$12-\$15 million dollar pipeline for financing. While not all of those programs may materialize, those that do would benefit the availability of the funding resources. Further, the City has no internal capacity, capability or mechanism to achieve the same success as GFDA.

Contrarily, the expansion of infrastructure has been a subject of interest to this Commission and ongoing evaluation by City staff. The City Planning and Community Development (PCD) Department submitted several proposals for housing development and infrastructure expansion to the Commission for consideration on July 5, 2022. PCD proposed the creation of a fund to subsidize permit costs on a project-by-project basis, the expansion of multiple water treatment facilities on the north side, and expanded the infrastructure of the imminent NeighborWorks Great Falls development on the south side. These projects emphasize areas of identified need, benefit low and moderate income (LMI) developments, and are compliant with ARPA requirements, which were recently released by the Treasury Department.

The inherent flexibility of CARES is an undeniable asset to the City operations. As previously stated, the City initially received \$10,159,163 in CARES funds. In Fiscal Year 2022, the City deployed \$1,141,000 of CARES to replenish several fund shortages attributable to the Covid-19 pandemic. Similarly, the City has allocated \$1,677,000 to account for other deficits in the Fiscal Year 2023 adopted budget. While the emergency of the global pandemic has begun to recede, other factors have continued to develop that continue to negatively impact local economies as well as national and global. Workforce shortages, inflation, shipping interruptions, and a potential recession have prevented countrywide operations from returning to pre-Covid norms. Locally, developments such as the Calumet assessment protest make prediction of short-term financial prospects extremely difficult. Overall, evaluating the future need for CARES funding budgetary subsidies is challenging at this time.

The complete lack of deadlines in evaluating CARES usage is extremely important. There is no rush to use these funds, unlike ARPA. This body may take its time in evaluating how and when to use to use this particular bucket. The question of CARES funded infrastructure financing can be evaluated now, or one year from now.

For these reasons, staff recommends the approval of GFDA's request for \$1.4 million dollars of CARES funds to provide gap financing to businesses that are located within the Great Falls city limits.

Mayor Pro Tempore Wolff asked if the Commission members had any questions of staff.

Commissioner Hinebauch disclosed that he has been a member of GFDA and recently announced his intent to resign. He has no financial benefit from GFDA. He donates money from his business to GFDA on an annual basis.

Mayor Pro Tempore Wolff asked the will of the Commission.

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**Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission approve an allocation of \$1,400,000 in CARES funds to the Great Falls Development Authority to provide gap financing to businesses located in Great Falls.**

Mayor Pro Tempore Wolff asked if there were any comments from the public.

**Jeni Dodd**, City resident, commented that the City continues to state that the CARES funds are unrestricted. She demands to know why the \$1.4 million dollars couldn't be applied to the City's general fund, City infrastructure projects, or the Fire Department programs instead of to a private, non-profit entity.

Ms. Dodd continued that for years the City has passed along significantly large amounts of federal grants, such as Community Development Block Grants (CDBG), to GFDA. GFDA was identified as having conflicts of interest in CDBG funding. It is a slap in the face to Great Falls citizens that the City would continue its granting relationship with this private, non-profit entity.

She attended a 2019 GFDA visioning session wherein the predetermined outcome was to support redevelopment of a predefined block downtown. She opined that one of the GFDA facilitators had his own project in mind and later received GFDA funding for that project. She concluded that action of self-dealing is a conflict of interest. She does not support any funding to GFDA. As a member of GFDA, Commissioner Hinebauch should recuse himself from the vote.

**Jolene Schalper**, GFDA, noted that GFDA has received Guide Star's platinum seal of transparency after a thorough review of GFDA's best practices. GFDA is one of the only non-profits in the state of Montana to receive the platinum seal for transparency. All of GFDA's loans are on its website and is public record. She further noted that if a board member is going to apply for loan funds, they have to step off of the board and, in some cases, they have to step off of the board two or three years before they apply for the loan funds in accordance with the many federal agencies that they are audited by.

Gap and bridge financing makes projects happen that wouldn't otherwise happen. Project costs for housing and business development have increased exponentially. Typically a business owner or developer will approach a bank. The bank requires 20% to 30% equity. But as costs keep rising those external factors can make that 20% to 30% out of reach. That's where economic development and GFDA come into play. Banks send GFDA good deals that they just can't make work. GFDA evaluates those deals, underwrites those deals and make those deals happen. GFDA prioritizes high wage job creation, housing and competitive community improvements.

GFDA had to borrow \$3.5 million dollars for loan capital in the last two years to meet these gap needs. Great Falls is growing. Entrepreneurs need help to make deals happen to continue to grow our economy and we have to have more capital to put into these deals. The Milwaukee Depot was one example of that. Milwaukee Depot is a market rate housing project. That was one example that GFDA utilized, but GFDA has identified over 14 million gaps that exist in our community right now and those are for housing, small businesses and community redevelopment projects.

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The City's capital investment in GFDA's gap and bridge loan funds will continue to circulate for years and years. The return is tracked in jobs, capital investment, and increased tax base.

GFDA has a proven track record. Over the past 26 years, GFDA has closed \$51,253,855 in loans. That \$51 million leveraged \$255 million dollars of investment in our community that would not have been happening without this gap and bridge financing. That is the leverage that the taxpayers will be getting from this investment in gap in bridge financing.

In the last two years GFDA made \$12,177,798 in loans. In the first two months of this year, GFDA already made \$708,000 in loans. The loans leveraged \$55 million in investment. This allocation will be leveraged exponentially to continue to grow Great Falls for years to come.

**Rebecca Engum**, GFDA Loan Committee, spoke in favor of this opportunity that is presented to GFDA to do more good in the community. Having presided over loan committee meetings for a number of years, the number of projects that can be done with \$1.4 million dollars is impressive. The gap or bridge that is necessary to make some of these deals happen is absolutely necessary to the growth of some of these businesses. Not all businesses have the opportunity to go to a bank to get the financing they need. The fact that this would become unrestricted funds allows GFDA to open up that opportunity to improve businesses across the board, not just in specific areas, which is extremely helpful.

**Sherrie Arey**, Executive Director of NeighborWorks Great Falls, commented that to be able to utilize the unrestricted CARES act money to the maximum capacity would be wonderful. The Commission has been thoughtful in developing that approach. If approved, these GFDA funds would definitely pay time and time again.

She reiterated that the City has no capacity to achieve the same results as GFDA in this regard. It is indicative of the fact that GFDA moves at the speed of business.

**Beth Cooper**, County resident, commented that, if the funds are not on a time limit, the Commission should not be in a hurry to spend CARES money right now. She suggested waiting to see if there are other projects that need the funding.

**Brian Cayko**, 44 34<sup>th</sup> Avenue NE, submitted written comments in opposition to this allocation to GFDA.

Mayor Pro Tempore Wolff asked if there was any discussion amongst the Commissioners.

Commissioner Tryon received clarification there are no deadlines applicable to the CARES funds. He inquired if the GFDA proposal was the only proposal for CARES funds that goes outside of City infrastructure, fund replenishment or fund needs, and was responded to in the affirmative.

Staff prioritized discussion on ARPA funding when discussions began about Covid funds mainly because use of ARPA funds had more restrictions. Use of those funds was prioritized first because they had to fit into certain boxes and had to get out the door quicker. The City Commission hasn't had a lot of discussion specifically related to CARES.

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As far as why that is the only external item on the list is because \$3 million dollars of ARPA funds was allocated for the sub-awards being discussed up until now. There hasn't been a proposal or allocation for public distributions through CARES at this point.

Commissioner Tryon inquired how staff determined to make the GFDA recommendation to the Commission.

City Manager Doyon clarified that it was requested by GFDA. The mechanism that staff had available to respond to the request was through CARES. The Commission knew that the City received a request from GFDA directly in writing.

Commissioner Tryon commented that he recalled the original request was for the Milwaukee Station.

Manager Doyon clarified that those were the only two requests for CARES funds. GFDA has indicated that they do not need funding for that Milwaukee project. Staff has taken the position that if the Commission's will is to fund GFDA for economic development, the revolving loan program would probably be the most effective tool at this amount at this time based off of concerns about what next year's economy may look like and knowing that we have the greatest flexibility in those CARES funds.

Commissioner Tryon requested clarification regarding whether the \$1.4 million dollars that GFDA is requesting is not going to be used as a gap loan for the Milwaukee Station.

Jolene Schalper, GFDA, responded that Milwaukee Depot was just used as an example in the proposal and that was erroneous on their part. The developers in Milwaukee Depot have secured their financing. These funds will be used for businesses, housing and community improvement projects that face a gap. The funds will be put into their gap and bridge revolving loan fund.

Manager Doyon commented that the elephant in the room is yes, the money could be used elsewhere in the City. This is a policy decision of the Commission. GFDA hasn't been allocated direct funding from the City since approximately 2014. Sensing that there was a desire of the Commission to make an investment to an outside organization for economic development on the heels of everything that is going on, this proposal makes the most sense to staff.

Mayor Kelly commented that this is a revolving loan fund for \$1.4 million dollars that the City is not saying goodbye to. This money is being put in the hands of people that have the capacity to get results. GFDA has the contacts, the ability, the mechanics, the credit analysts, and they are able to put these dollars into work that benefit the entire community. It will help provide gap financing for great opportunities for a community. It is a great investment in our community and we're utilizing the skillset that GFDA has in order to make the most leverage out of these dollars as possible. He strongly supports putting dollars that the City has into play that will be continually used to create a better community where we live.

Mayor Pro Tempore Wolff noted that she served on the GFDA board for nine years. She could see every month the work that GFDA did in helping people get projects in the ground which then helps our local economy.



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There being no further discussion, Mayor Pro Tempore Wolff called for the vote.

Motion carried 5-0.

**ORDINANCES/RESOLUTIONS**

**17. RESOLUTION 10478 REPEALING RESOLUTION 10461, AND RESOLUTION 10479, ANNUAL TAX LEVY.**

Finance Director Melissa Kinzler reported that the City Commission is required to fix an annual tax levy by setting mills to generate property tax revenues that will balance the General Fund budget and other levy supported funds. The City received its taxable valuation from the Montana Department of Revenue (MTDOR) on August 1, 2022. With this valuation, the City adopted Resolution 10461 setting its annual mill levy. Revised certified values were received on August 26, 2022 due to a settlement with Montana Refining Company and Montana Renewables (Calumet). This settlement resulted in additional decreases in valuation on a parcel that was under protest from 2017 to 2019.

When the Commission originally set the total mill levy for Tax Year 2022 (FY 2023), 211.50 mills totaled \$22,295,632 in tax revenue. This includes mills for the general levy, Permissive Medical Levy, and the Soccer Park General Obligation Bond levy.

The revised certified values lowered the City’s mill value from \$105,417 to \$103,300. Without re-certifying the mill levy, the City would lose approximately \$447,625 in tax revenue. Of this amount, \$184,209 is attributable to a loss in newly taxable property and cannot be recovered. However, the remaining amount (\$263,416) can be recovered by re-certifying the tax levy. The re-certified tax levy is for a total of 214.05 mills totaling \$22,111,402 in tax revenue.

	Original Certification		Re-Certification	
	\$100,000 Market Value Home	\$200,000 Market Value Home	\$100,000 Market Value Home	\$200,000 Market Value Home
Inflationary Factor Increase	\$ 8.35	\$16.70	\$8.56	\$17.12
Permissive Medical Levy Increase	\$ 3.17	\$ 6.34	\$3.25	\$6.49
<b>Total Annual Increase</b>	<b>\$11.52</b>	<b>\$23.04</b>	<b>\$11.81</b>	<b>\$23.61</b>

The requested action is that the Commission repeal Resolution 10461 and adopt Resolution 10479 to certify the new mills because of the change in valuation.

City Manager Doyon added that this is not the first time the Department of Revenue has changed valuation after the budget was adopted. In prior years the City has eaten that in fund balance because the City was at a normal level. The concern this year is based off of prior budget discussions and pending tax appeals which are not resolved, potentially involving the same industry that could have additional impact.

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Finance Director Kinzler also added that the School District had to recertify their mills last year, which she believes the School District will have to do again because of the timing. It was so late last year that it caused the tax collections for everyone to be a month later in December. The City did not recertify last year and lost some tax revenue.

**Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10478 repealing Resolution 10461.**

Mayor Pro Tempore Wolff asked if there were any comments from the public.

**Jeni Dodd**, City resident, spoke in opposition to increasing taxes, especially now with the rising food and gas prices. Instead of using CARES money for the City, the Commission gives it to a non-profit who gives loans to people on the board.

**Brian Cayko**, 44 34<sup>th</sup> Avenue NE, submitted written comments in opposition to the use of public tax dollars to support private non-profits.

Mayor Pro Tempore Wolff asked if there was any discussion amongst the Commissioners.

Hearing none, Mayor Pro Tempore Wolff called for the vote.

Motion carried 5-0.

**Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10479.**

Mayor Pro Tempore Wolff asked if there were any comments from the public or discussion amongst the Commissioners.

Hearing none, Mayor Pro Tempore Wolff called for the vote.

Motion carried 5-0.

**CITY COMMISSION**

**18. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**19. COMMISSION INITIATIVES.**

None.

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**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Pro Tempore Wolff, to adjourn the regular meeting of September 6, 2022, at 10:25 pm.**

Motion carried 5-0.

\_\_\_\_\_  
Mayor Pro Tempore Wolff

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City Clerk Lisa Kunz

**Minutes Approved: September 20, 2022**

DRAFT



Commission Meeting Date: Sept. 20,2022  
**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	AUG 25,2022-SEPT 7,2022	726,647.83
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	AUG 25,2022-SEPT 7,2022	1,389,191.84
MUNICIPAL COURT ACCOUNT CHECK RUN FOR ASIFLEX	AUG 31,2022	74,350.83
	AUG 23,2022-AUG 24,2022	1,336.31
<b>TOTAL: \$</b>		<u><u>2,191,526.81</u></u>

**SPECIAL REVENUE FUND**

<b>PARK DISTRICT</b>		
SWANK	INDOOR AQUATIC & REC CENTER CONST	481,442.89

**DEBT SERVICE**

<b>DOWNTOWN TID BONDS</b>		
WEST HOLLYWOOD COWBOY BAR LLC	WILD HARE DOWNTOWN TIF REQUEST	48,689.00

**ENTERPRISE FUNDS**

**WATER**

HAWKINS	2023 LIQUID AMMONIUM SULFATE (LAS) 47,720 LBS	25,027.53
LB 1106	800 DRY TONS ALUM	26,899.53
PROSPECT CONSTRUCTION	OF 1637.6 WTP FILT PH2/PMT2& 3	218,824.63

**INTERNAL SERVICES FUND**

<b>INFORMATION TECHNOLOGY</b>		
DELL MARKETING LP	50 OPTIPLEX 5000 PC FOR ERS REPLACEMENT	43,372.50

<b>CENTRAL GARAGE</b>		
MOUNTAIN VIEW CO OP	GASOLINE/DIESEL	32,294.73

**TRUST AND AGENCY**

<b>COURT TRUST MUNICIPAL COURT</b>		
CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	57,127.34
<b>PAYROLL CLEARING</b>		
STATE TREASURER	MONTANA TAXES	53,075.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	53,867.69
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	68,528.78
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	141,596.63
US BANK	FEDERAL TAXES, FICA & MEDICARE	234,366.14
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	41,061.61
WESTERN CONF OF TEAMSTERS	EMPLOYEE CONTRIBUTIONS	27,120.17
INT'L UNION OF OPERATING ENG 400	EMPLOYEE CONTRIBUTIONS	36,697.19
<b>UTILITY BILLS</b>		
NORTHWESTERN ENERGY	ACCT 05614938 AUG22022 CHARGES SLDR	61,215.23
 <b>CLAIMS OVER \$25000 TOTAL:</b>		 <b>\$ <u>1,651,206.59</u></b>

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

**DATE: September 20, 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**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Park and Recreation	Missouri River Trucking and Excavating, Inc. (MRTE)	07/01/2022- 08/30/2023	\$50,505 [original contract amount]	Ratification of Amendment No. 1 to Public Works Construction Agreement to extend the term for Contractor to install Americans with Disability Act (ADA) sidewalks at the following parks: Dudley-Anderson, Lions, Meadowlark, North Kiwanis, Noah’s Ark, Valley View, Verde, Pinski and Gibson (CR 081721.8C) <b>OF 1778</b>

<b>B</b>	Public Works/ Engineering	Shade Tree Estates (Kallee Grovom)	Indefinite	N/A	Consecutive System Agreement with new owners as required by Department of Environmental Quality (DEQ) for PWS ID # MT0004685 Shade Tree Mobile Home Park
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**CITY OF GREAT FALLS, MONTANA**

**COMMUNICATION TO THE CITY COMMISSION**

**DATE:** September 20, 2022

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

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

**ACTION REQUESTED:** Ratification of Grants through the Consent Agenda

**MAYOR’S SIGNATURE:** \_\_\_\_\_

**GRANTS**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>GRANT AMOUNT REQUESTED</b>	<b>MATCH</b>	<b>PURPOSE</b>
<b>A</b>	Public Works and Finance	Montana DNRC	03/01/2021 – 07/31/2022	\$858,732.05	\$0.00 – Reimbursement of previous expenses	Minimum Allocation Grant for 50% Reimbursement of ARPA Eligible Stormwater Expenses [Projects: Smith Pond Feasibility Study <b>OF 1118.7</b> ; West Hill Storm Drain Imp. <b>OF 1752.1</b> ; Valeria Way Storm Drain Replacement Ph. 2 <b>OF 1463.1</b> ]
<b>B</b>	Public Works and Finance	Montana DNRC	03/01/2021 – 07/31/2022	\$444,528.80	\$0.00 – Reimbursement of previous expenses	Minimum Allocation Grant for 50% Reimbursement of ARPA Eligible Sewer Expenses [Projects: Sanitary <b>OF 1657</b> ; Spot Repairs <b>OF 1675.3</b> ; Trenchless <b>OF 1675.4</b> ]



<b>C</b>	Public Works and Finance	Montana DNRC	03/01/2021 – 07/31/2022	\$33,746.30	\$0.00 – Reimbursement of previous expenses	Minimum Allocation Grant for 50% Reimbursement of ARPA Eligible Water Treatment Plant Expenses [Projects: Secondary Clarifier <b>OF 1731.3</b> ; HVAC <b>OF 1633.3</b> ]
<b>D</b>	Public Works and Finance	Montana DNRC	03/01/2021 – 07/31/2022	\$277,476.12	\$0.00 – Reimbursement of previous expenses	Minimum Allocation Grant for 50% Reimbursement of ARPA Eligible Wastewater Treatment Plant [Projects: Filtration Imp. Ph. 2 <b>OF 1637.6</b> ; Solids Mitigation/Screening <b>OF 1698.1</b> ; Stairs Imp. <b>OF 1760.0</b> ; 24 Inch Pipe Repair <b>OF 1760.3</b> ]
<b>E</b>	Public Works and Finance	Montana DNRC	03/01/2021 – 07/31/2022	\$1,171,401.01	\$0.00 – Reimbursement of previous expenses	Minimum Allocation Grant for 50% Reimbursement of ARPA Eligible Water Main Expenses [Projects: Southwest Side <b>OF 1432.1</b> ; Lower North Side <b>OF 1467</b> ; South Side <b>OF 1648.0</b> ; Fox Farm <b>OF 1494.9</b> ]
<b>F</b>	Public Works and Finance	Montana DNRC	08/15/2022 – 09/01/2026	\$3,854,585.00	\$6,533,336.50 – Reduced from previously approved City match of \$10,387,922.00.	Minimum Allocation Grant for Sewage Lift Station No. 1 Supplemental Force Main (CR: 021522.7A; 070221.8A) <b>OF 1758.0</b>
<b>G</b>	Public Works and Finance	Montana DNRC	07/01/2022 – 05/01/2024	\$1,864,600.00	\$0 – Reduced from previously approved City match of \$1,864,600.00	Minimum Allocation Grant for Central/3 <sup>rd</sup> Street Drainage Improvements (CR: 010422.9A) <b>OF 1779.0</b>

**Lisa C. Kunz**

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**From:** Thomas Hazen  
**Sent:** Tuesday, September 13, 2022 10:49 AM  
**To:** City Commissioners  
**Cc:** Greg Doyon; Charles Anderson; Melissa Kinzler  
**Subject:** Minimum Allocation Grant Items  
**Attachments:** ARPA and CARES use FY2023 as of 9-6.pdf

Good Afternoon Mayor Kelly and Commissioners,

The September 20<sup>th</sup> City Commission Meeting Agenda Grants List will contain seven applications for purposes related to the Minimum Allocation Grant (MAG) program. These funds have been discussed at several Work Session meetings in the past and have been reflected under "House Bill 632" on the ARPA and CARES usage sheets (attached is the copy provided most recently at the September 6<sup>th</sup> Work Session meeting). As a quick reminder, the State created two methods of funding Public Works projects in House Bill 632. One avenue was the Competitive Grant program and the other was the MAG. Minimum Allocation Grants are non-competitive funds that may be used to pay for eligible Public Works expenses that have been incurred since March 3, 2021. The City was allocated **\$8,505,068.98** through the MAG program.

Representatives of the Finance and Public Works departments cooperated to identify best uses of these funds. Grants List items A to E are applications for reimbursement of to-date expenses. These are items that the City paid during the allowable window. Money recouped through these applications will be returned to the originating fund (for example the Minimum Allocation for Reimbursement of ARPA Eligible Sewer Expenses will return to the Sewer fund). These dollars will be available for allocation to other similar improvement projects. **The City is anticipating total reimbursements of \$478,274.30 in the Sewer Fund, \$858,732.05 in the Storm Drain Fund, and \$1,448,877.13 to the Water Fund.**

Grants List Items F and G are applications to use MAG funds in place of dollars committed by the City as match for the two competitive grants that the City has won. **This will free up \$3,854,585.00 dollars for reallocation in Water Fund projects and \$1,864,600.00 in Storm Drain projects.**

I would be happy to answer any questions you may have in relation to these items.  
 Thank you,

Tom

Thomas Hazen  
 Grant and Project Administrator  
 City of Great Falls  
 (406)455-8471  
[thazen@greatfallsmt.net](mailto:thazen@greatfallsmt.net)





# American Rescue Plan<sup>1</sup>

As of September 6<sup>th</sup>, 2022

<b>Original ARPA Balance</b>	<b>\$19,472,737</b>	
<b>Prior Approval</b>	<b>Project Cost</b>	<b>Project Source</b>
Airport Low Cost Airfare Initiative Grant Support	\$150,000	Commission Initiative
<b>FY2023 Budget</b>	<b>Project Cost</b>	<b>Project Source</b>
Community Grants	\$3,000,000	Community Applications
IT Network Security	\$140,270	Tier 1 Project
Civic Center AV Upgrades	\$171,331	Tier 1 Project
Fire Station Doors	\$425,000	Tier 1 Project
Fire Truck Refurbishment	\$1,299,337	Tier 1 Project
HR Office Remodel	\$500,000	Tier 1 Project
Library Internet Expansion	\$15,000.00	Tier 1 Project
Parking Garage Security Improvements	\$52,786	Tier 1 Project
Miscellaneous Fire Department Equipment	\$88,410	FY2023 Above & Beyond Request
Park & Rec Admin Building ADA Restroom	\$75,000	FY2023 Above & Beyond Request
<b>Total ARPA Usage in FY2023 Budget</b>	<b>\$5,767,134</b>	
<b>Running Balance</b>	<b>\$13,555,603</b>	
<b>Other Identified Uses</b>	<b>Project Cost</b>	<b>Project Source</b>
HR Office Remodel Bid Overage	\$125,600	Tier 1 Project
Commission Chamber Install/Improvements	\$40,000	Tier 1 Project
Animal Shelter Cattery	\$35,600	Tier 1 Project
Court/PCD Additional Space	\$1,700,000	Tier 1 Project
Court/PCD Installation/Remodel	\$600,000	Tier 1 Project
Fire Station Infrastructure	\$1,820,000	Tier 1 Project
Fire Training Center Tower	\$157,441	Tier 1 Project
PD Evidence Building	\$1,500,000	Tier 1 Project
PD Front Entry Area	\$50,000	Tier 1 Project
Civic Center Boiler/HVAC	\$623,000	Tier 1 Project
Civic Center Transformer	\$125,000	Tier 1 Project
Civic Center Elevator	\$175,000	Tier 1 Project
<i>25% Contingency for Inflation of Tier 1 Projects</i>	<i>\$2,955,013</i>	<i>Contingency for Inflation</i>
Proposed Bellevue Palisades Storm Water Improvement	\$1,200,000	Economic Development Proposal
Proposed North End Storm Water Treatment Expansion	\$1,200,000	Economic Development Proposal
Proposed Infrastructure Expansion to NWGF Development	\$2,000,000	Economic Development Proposal
<b>Total Other Identified Uses</b>	<b>\$14,306,654</b>	
<b>ARPA Balance</b>	<b>- \$751,051</b>	

<sup>1</sup> All projects must be committed by December 31, 2024 and completed by December 31, 2026.



## CARES Act<sup>2</sup>

As of September 6<sup>th</sup>, 2022

<b>Original CARES Balance</b>	<b>\$10,159,163</b>
<b>Prior Approval</b>	<b>Project Cost</b>
Replenish Funds Impacted by COVID	\$1,141,151
<b>FY2023 Budget</b>	<b>Project Cost</b>
Balance General Fund Budget	\$1,205,000
Replenish Planning Fund	\$297,500
Replenish Recreation Fund	\$140,000
Replenish Multi-Sports Fund	\$34,500
<b>Total CARES Act Usage in FY2023 Budget</b>	<b>\$1,677,000</b>
<b>Running Balance</b>	<b>\$7,341,012</b>
<b>Other Identified Uses</b>	<b>Project Cost</b>
GFDA Proposal – Milwaukee Station Gap Finance	\$1,400,000
GFDA Proposal – Infrastructure Revolving Loan Fund (\$2 – 4 million requested)	\$4,000,000
Proposed PCD Construction Fund Support for Development	\$500,000
Public Safety Radio Debt (frees up \$231,570 annually)	\$1,449,837
Fire Truck Debt (frees up \$77,000 annually)	\$223,727
<b>Total Other Identified Uses</b>	<b>\$7,373,564</b>
<b>CARES Balance</b>	<b>- \$32,552</b>

## House Bill 632<sup>3</sup>

<b>Award</b>	<b>Award Amount</b>
Minimum Allocation Grant (50% Match Required)	\$8,505,069
Lift Station 1 Competitive Grant Award	\$2,000,000
Central Ave. and 3 <sup>rd</sup> St Drainage Competitive Grant Award	\$1,864,600
<b>Total HB632 Awards</b>	<b>\$12,369,669</b>

<sup>2</sup> Funds are unrestricted and have no timeframe to be expended.

<sup>3</sup> All applications are due to the State by September 1, 2022.

**I. Project Title** – Minimum Allocation Grant Application for Reimbursement of ARPA Eligible Storm Drain Expenses

**II. Application Type** – MAG

**III. Applicant Information**

**a. Authorized Person**

- i. First Name** - Bob
- ii. Last Name** - Kelly
- iii. Title of Authorized Person** – Mayor of City of Great Falls
- iv. Authorized Person Mailing Address** – P.O. Box 5021
- v. Authorized Person City** – Great Falls
- vi. Authorized Person State** - MT
- vii. Authorized Person Zip** - 59403
- viii. Authorized Person Phone Number** – (406)870-0212
- ix. Authorized Person Email** – bkelly@greatfallsmt.net

**IV. Download App Cert for Signature**

**V. Project Contact Person**

**a. Contact Person**

- i. First Name** - Tom
- ii. Last Name** - Hazen
- iii. Title of Authorized Person** – Grant and Project Administrator
- iv. Contact Person Mailing Address** – P.O. Box 5021
- v. Contact Person City** – Great Falls
- vi. Contact Person State** - MT
- vii. Contact Person Zip** - 59403
- viii. Contact Person Phone Number** – (406)455-8471
- ix. Contact Person Email** – thazen@greatfallsmt.net

**VI. Engineering Firm Contact Person**

**VII. Project Description**

- a. Name of System** – Great Falls Drinking Water System
- b. Population of Service Area** – 58,835
- c. Median Annual Household Income of Service Area** - \$46,965
- d. Median Annual Household Income of Service Area** -
- e. Average Monthly Water Rate** - \$24.31
- f. Average Monthly Sewer Rate** - \$28.91

**VIII. Project Location**

- a. Latitude** – 47.3075
- b. Longitude** – 111.3086

c. **County - Cascade**

**IX. Project Type**

- a. Water –
- b. Sewer – Storm

**X. Problem Summary**

The following projects have been undertaken by the City of Great Falls and have incurred eligible expenses since March 3, 2021. These projects are compliant with the Clean Water Act and eligible Clean Water State Revolving Fund expenses:

- Smith's Pond Feasibility Study (Smith's) - An existing 180 acre basin on the southeast corner of the city drains storm water to a historically private detention pond for both detention and treatment. The City has acquired access to this pond through a lease agreement. The City needs a study done to assess the viability and structural integrity of the existing detention pond.
- West Hill Storm Drain Improvements (West Hill) - The City's storm drain ditch in the West Hill subdivision needed maintenance. The ditch was filled with debris and overgrown causing it to not work as intended. Neighbors were complaining about the lack of maintenance and repair of the storm drain ditch.
- Valeria Way Storm Drain Phase 2 (Valeria) - The original Valeria Way Storm drain was installed in the 1920's along the historic Montana Railroad line. The existing 100-year old storm drain line shows signs of deterioration and is generally in poor condition. Residents have complained that during high intensity short duration events they are subject to flooding and the associated damage resulting from it.

**XI. Project Summary**

- Smith's - The City has acquired access to the property containing the detention pond through a lease agreement. The City's Engineering Division has hired a consultant firm to evaluate the pond as it currently exists including the structural integrity, capacity, and treatment capabilities. This study will allow the City to make decisions on how best to bring the existing pond up to City standards.
- West Hill - Neighbors adjacent to the storm drain ditch identified the problem and requested the City Utility Division to address the issues. The City Engineering Division designed and bid a project to clean up, remove trees/brush, and re-grade the ditch.
- Valeria - The City has completed survey, design, and engineering analysis of the existing system. Hydraulic and structural deficiencies were identified and addressed. The completed design and construction project increased inlet and system capacity by increasing the pipe size and adding additional inlets. The completed construction project installed approximately 3000-feet of storm drain; replaced 15 manholes and 11 inlets.

**XII. Does the project address growth?**

- a. No on All

**XIII. Does the project address fire flow?**

- a. No

**XIV. Map and Photos? No (Yes on Valeria)**

**XV. Project Goal**

- Smith’s – assess the condition of the pond and methods to bring it to City standards.
- West Hill – Repair existing drainage ditch
- Valeria – Reduce surface flooding, increase system capacity, and reduce impacts to residents and businesses.

**XVI. Project Objectives**

- Smith’s – determine integrity of pond/dike. Determine capacity/treatment capabilities.
- West Hill – Repair the ditch to improve storm flow.
- Valeria - The objective of the project was to reduce surface flooding issues, increase system capacity, and reduce impacts to residents and businesses due to flooding.

**XVII. Project Effectiveness**

- Smith’s – Delivery of structural integrity evaluation, hydrology/hydraulics evaluation, and storm water modeling.
- West Hill – Ditch has been cleaned, re-graded, and storm flow at proper levels.
- Valeria - At this time the system appears to be functioning as anticipated. We have not yet experienced any significant rain events to fully assess the effectiveness of the completed project. At this time we have had positive feedback from the community regarding the project.

**XVIII. Level of Readiness**

Name	Responses			Date Included/Completed/Began etc.
Capital Improvement Plan	Yes	No	NA	
Growth Policy	Yes	No	NA	
Engineering Procurement Completed and Contracted?	Yes	No	NA	2/1/2022
Preliminary Engineering Report or Tech Memo	Yes	No	NA	
Uniform Application	Yes	No	NA	

Final Design	Yes	No	NA	
Water Rights Finalized	Yes	No	NA	
Right Of Way, Land Purchases and Site Title Complete	Yes	No	NA	
MEPA/NEPA	Yes	No	NA	
DEQ Approval	Yes	No	NA	
Project Bid	Yes	No	NA	
Under Construction	Yes	No	NA	
Quote for Equipment	Yes	No	NA	

**XIX. Project Schedule**

Prelim Design	Final Design	DEQ Plan Review	DEQ Approval
	12/5/2021	NA	NA
Bid Advertised	Bid Selection	Award Notice	Notice to Proceed
1/31/2021	3/3/2021	3/21/2021	5/6/2021
Construction Start	Construction Completion	Closeout	Final Documentation
5/25/2021	11/29/2021	In Progress	In Progress

**XX. Project Budget**

- **Project Funding Package - Table 1**
- **Detailed Project Budget – Table 2**
- **Commitment Letters**
- **Budget Narrative**
- **MAG Amount Requested –**
- **Competitive Amount Requested –**
- **Total Match –**
- **Total Project Cost -**



ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION

Table 2. Project Budget

City of Great Falls											
Minimum Allocation Grant for Reimbursement of ARPA Eligible Storm Drain Expenses											
Applicant Entity:	ARPA - MINIMUM ALLOCATION GRANT	ARPA - COMPETITIVE GRANT	ARPA - LOCAL FISCAL RECOVERY FUNDS	Montana Coal Endowment Program	Renewable Resource Grant	State Revolving Fund Loans	USDA Rural Development Grant	USDA Rural Development Loan	Other (SPECIFY)	Local Contribution	Total
Grant Management											
Professional Services	\$ 24,201									\$ 24,201	\$ 48,402
Legal											
Audit (REQUIRED)											
Other (SPECIFY)	\$ 7,607									\$ 7,607	\$ 15,214
<b>TOTAL ADMINISTRATION</b>	<b>\$ 31,808</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 31,808</b>	<b>\$ 63,616</b>
Project Management											
Preliminary Design											
Equipment											
Final Design											
Construction	\$ 753,124									\$ 753,125	\$ 1,506,249
Contingency (REQUIRED)											
Other (SPECIFY)											
<b>TOTAL ACTIVITY</b>	<b>\$ 753,124</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 753,125</b>	<b>\$ 1,506,249</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 784,932</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 784,933</b>	<b>\$ 1,569,865</b>

**ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION**

Table 1. Project Funding Package

**Instructions:** Save this spreadsheet to your local drive and upload it to the grant application when complete. Please see [Instructions Page](#) and [Example](#) for additional information.

Applicant Entity	City of Great Falls			
Project Title	Minimum Allocation Grant for Reimbursement of ARPA Eligible Storm Drain Expenses			
<b>FUNDS REQUESTED IN THIS APPLICATION</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	--	--
ARPA – MINIMUM ALLOCATION GRANT	\$ 784,932.00	Yes	--	--
ARPA – COMPETITIVE GRANT		Yes	--	--
<b>OTHER FUNDING SOURCES</b>				
<b>FUNDING SOURCE</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	<b>STATUS OF COMMITMENT</b>	<b>DATE OF COMMITMENT</b>
ARPA – Local Fiscal Recovery Funds Name of Applying Entity/Entities:		Yes		
ARPA – OTHER Minimum Allocation Grant Name of Applying Entity/Entities:		Yes		
Montana Coal Endowment Program		No		
Renewable Resource Program Grant		No		
Community Development Block Grant		No		
State Revolving Fund Loans		No		
USDA Rural Development Grants		Yes		
USDA Rural Development Loans		Yes		
Applicant	\$ 784,933.00	No	Funds Committed	3/1/2021
Other Local Contribution Name of Entity/Entities:				
Other Funding Sources (Specify Funding Agency, Program Title, and Grant or Loan):				
<i>Subtotal Other Funding Sources</i>	\$ 784,933.00	--	--	--
<b>Total Project Cost</b>	<b>\$ 1,569,865.00</b>	--	--	--



## ARPA Water & Sewer Infrastructure Grant Certification Form

**Applicant Entity Name:** City of Great Falls

*(Local Government Entity as defined in [House Bill 632](#))*

**ARPA Project Name:** Minimum Allocation Grant for Reimbursement of ARPA Eligible Stormwater Expenses

**Authorized Person Name:** Bob Kelly - Mayor of Great Falls

*(Person authorized to enter into a grant agreement with the State of Montana – [Questions?](#))*

- I certify that the information and the statements in this application are true, complete and accurate to the best of my knowledge. I certify that the project or activity as described in this application complies with all applicable state, local and federal laws and regulations. By my signature below, I certify that I have knowledge of and understand the content of this application and that I am fully authorized to apply to DNRC for the grant specified in the submitted materials.*
  
- I certify that this project is a necessary investment in water or sewer infrastructure as defined in the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (2021) ("ARPA"), and its associated rule and guidance: Coronavirus State and Local Fiscal Recovery Funds, 86 Fed. Reg. 26786 (May 10, 2021).*
  
- Montana House Bill 632 (HB 632, 67th Leg., (Mont. 2021)), sets the requirement for water and sewer infrastructure projects funded by ARPA be reduced by 20% if that local government or any of its authorized agents have health regulations related to COVID-19 that are more strict than those imposed by the state in effect at the time the grant is awarded. By signing below, the authorized agent is acknowledging this requirement and will inform the Department of Natural Resources and Conservation, in writing, of any such health regulations during the grant review and award process.*

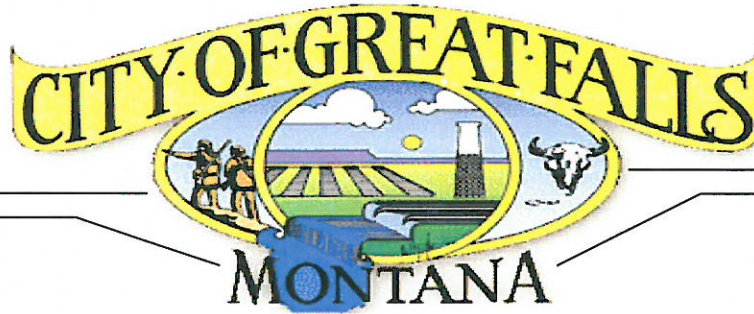
*Applicant's local government health restrictions (SELECT ONE):*

- ARE currently more stringent than State of Montana.*
- ARE NOT currently more stringent than State of Montana.*

*A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature. 30-18-102, MCA.*

*/s/ \_\_\_\_\_*  
*Signature and Title of Authorized Applicant Representative* *Date*

DNRC requires that the certification form be signed by an authorized representative of the local government entity (for example, a mayor, county commissioner, board chair, district supervisor, etc.). These forms **CANNOT** be signed by a different representative (for example the City Manager or Town Clerk), even if that representative has signing authority within the local government. This is because DNRC has no way of knowing who has signing authority within the local government entity. Additionally, DNRC needs to be confident that the authorized signatory can enter into a grant agreement in the future should the application be successful.



PO Box 5021, 59403

September 20, 2022

Montana DNRC  
Attn: ARPA  
1539 11<sup>th</sup> Avenue  
Helena, MT 59601

RE: American Rescue Plan Act (ARPA) Minimum Allocation Grant (MAG)  
Reimbursement of ARPA Eligible Stormwater System Improvement Expenses

To Whom It May Concern,

This letter is to confirm the City of Great Falls has expended all of the attached expenses required to complete of the referenced project.

The City of Great Falls is an incorporated municipality in the State of Montana and has full accounting and financial services available. The City is familiar with the processes and requirements of both state and federal grants and will bear all legal and financial responsibility for the grant.

Sincerely,

\_\_\_\_\_  
Bob Kelly, Mayor of Great Falls

**Project Title – Minimum Allocation Grant for Reimbursement of ARPA Eligible Sewer Expenses**

**I. Application Type – MAG**

**II. Applicant Information**

**a. Authorized Person**

- i. **First Name** - Bob
- ii. **Last Name** - Kelly
- iii. **Title of Authorized Person** – Mayor of City of Great Falls
- iv. **Authorized Person Mailing Address** – P.O. Box 5021
- v. **Authorized Person City** – Great Falls
- vi. **Authorized Person State** - MT
- vii. **Authorized Person Zip** - 59403
- viii. **Authorized Person Phone Number** – (406)870-0212
- ix. **Authorized Person Email** – bkelly@greatfallsmt.net

**III. Download App Cert for Signature**

**IV. Project Contact Person**

**a. Contact Person**

- i. **First Name** - Tom
- ii. **Last Name** - Hazen
- iii. **Title of Authorized Person** – Grant and Project Administrator
- iv. **Contact Person Mailing Address** – P.O. Box 5021
- v. **Contact Person City** – Great Falls
- vi. **Contact Person State** - MT
- vii. **Contact Person Zip** - 59403
- viii. **Contact Person Phone Number** – (406)455-8471
- ix. **Contact Person Email** – thazen@greatfallsmt.net

**V. Engineering Firm Contact Person**

**VI. Project Description**

- a. **Name of System** – Great Falls Drinking Water System
- b. **Population of Service Area** – 58,835
- c. **Median Annual Household Income of Service Area** - \$46,965
- d. **Median Annual Household Income of Service Area** -
- e. **Average Monthly Water Rate** - \$24.31
- f. **Average Monthly Sewer Rate** - \$28.91

**VII. Project Location**

- a. **Latitude** – 47.3075
- b. **Longitude** – 111.3086
- c. **County** - Cascade

## VIII. Project Type

- a. Water –
- b. Sewer –

## IX. Problem Summary

- **Sanitary Sewer Repair** - Some of the City's sewer mains are upwards of 100 years-old. These mains need maintained, such as spot repairs and cured in place pipe lining (CIPP). The mains that needed spot repairs had areas of concern, which could not be repaired via CIPP. After the contract was awarded, but prior to the project starting, the pipe that was 130+ years old required an immediate repair. These repairs insured that the sewer mains continued to flow at optimum capacity and that they could be further reinforced with CIPP.
- **Sanitary Sewer Spot Repairs** - Replace 3 separate sections of sanitary sewer main totaling 130 ft. The 3 sections of main were in danger of collapse due to deterioration. These 3 spot repairs were done in advance of a proposed sanitary sewer main lining project. The repairs had to be done in order to install the liner.
- **Sanitary Sewer Trenchless Rehabilitation** - The City repairs deteriorated sanitary sewer pipes by installing a liner using the Cure-in Place Pipe (CIPP) method. This is an annual project that lines approximately 15,000 ft of sanitary sewer mains each year. The City determined that approximately 15,000 ft of sanitary sewer main needed to be lined during the 2021 construction season.

## X. Project Summary

- **Sanitary** - While televising the sewer mains for future CIPP projects, spot repair locations are identified. These locations are further scrutinized for the length needed to be replaced. A estimate is brought to the Utilities Department for approval. Bids are solicited from at least three contractors. Once the bids are received and reviewed the lowest bidder is determined. The contract is signed by the apparent low bidder, sent to the commission for approval, and the contract is awarded. The project commences to remove and replace failing portions of the sanitary sewer main to return the flow to a more optimum condition.
- **Spot Repairs** - The problem was identified by the City Utility Division by videoing and cleaning the mains. The City Engineering Division designed and bid this project. A local contractor was awarded the project. The 3 sections of deteriorated/damaged pipe was replaced with new 8" PVC Pipe. The mains were then lined as part of a separate project. The mains now have many more decades of useful life.
- **Trenchless** - The City Engineering Division designed and bid a project to line 15,000 ft of sanitary sewer main. The Engineering Division contracted with a regional company to line the mains ranging in size from 8 in diameter to 30 in diameter using the CIPP method. The project was completed thus restoring the deteriorated mains to almost new condition, giving many more decades of useful life to these portions of the City's sanitary sewer collection system.

## XI. Does the project address growth?

- a. No

## XII. Does the project address fire flow?

**XIV. Map and Photos?**

**XV. Project Goal**

- Sanitary - The goal of this project was to repair areas of the sanitary sewer that would not allow CIPP to be completed, to restore flow, and improve the integrity of the mains.
- Spot Repairs – to extend the useful life of the existing sanitary sewer main.
- Trenchless – to proactively repair deteriorated and damaged sanitary sewer mains before they collapse. This will prevent sewage backups and costly emergency repair work.

**XVI. Project Objectives**

- **Sanitary** - The objective of the project was to repair the mains and make them ready for the next phase of CIPP.
- **Spot Repairs** – Spot repairs on 3 sections of sanitary sewer main pipe to replace old deteriorated clay pipe with new PVC pipe.
- **Trenchless** – to proactively repair deteriorated sanitary sewer mains that are part of the City’s overall sanitary sewer main collection system. The objective is to also do this in a manner that limits the disturbance to residents and above ground infrastructure.

**XVII. Project Effectiveness**

- **Sanitary** - The project completely effective, the mains are repaired and ready for the next phase of CIPP.
- **Spot Repairs** – Spot repairs were made on all 3 sections totaling 130 ft. These repairs allowed for the sanitary sewer mains to be lined by way of the CIPP method completed on a separate project.
- **Trenchless** – To date, very effective in repairing the sanitary sewer system while minimally disturbing City residents and the above ground infrastructure.

**XVIII. Level of Readiness**

Name	Responses			Date Included/Completed/Began etc.
Capital Improvement Plan	Yes	No	NA	
Growth Policy	Yes	No	NA	
Engineering Procurement Completed and Contracted?	Yes	No	NA	
Preliminary Engineering Report or Tech Memo	Yes	No	NA	
Uniform Application	Yes	No	NA	



Final Design	Yes	No	NA	
Water Rights Finalized	Yes	No	NA	
Right Of Way, Land Purchases and Site Title Complete	Yes	No	NA	
MEPA/NEPA	Yes	No	NA	
DEQ Approval	Yes	No	NA	
Project Bid	Yes	No	NA	
Under Construction	Yes	No	NA	
Quote for Equipment	Yes	No	NA	

**XIX. Project Schedule**

Prelim Design	Final Design	DEQ Plan Review	DEQ Approval
Bid Advertised	Bid Selection	Award Notice	Notice to Proceed
Construction Start	Construction Completion	Closeout	Final Documentation

**XX. Project Budget**

- **Project Funding Package - Table 1**
- **Detailed Project Budget – Table 2**
- **Commitment Letters**
- **Budget Narrative**
- **MAG Amount Requested –**
- **Competitive Amount Requested –**
- **Total Match –**
- **Total Project Cost -**

**ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION**

Table 1. Project Funding Package

**Instructions:** Save this spreadsheet to your local drive and upload it to the grant application when complete. Please see [Instructions Page](#) and [Example](#) for additional information.

Applicant Entity	City of Great Falls			
Project Title	Minimum Allocation Grant for Reimbursement of ARPA Eligible Sewer Expenses			
<b>FUNDS REQUESTED IN THIS APPLICATION</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	--	--
ARPA – MINIMUM ALLOCATION GRANT	\$ 444,528.00	Yes	--	--
ARPA – COMPETITIVE GRANT		Yes	--	--
<b>OTHER FUNDING SOURCES</b>				
<b>FUNDING SOURCE</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	<b>STATUS OF COMMITMENT</b>	<b>DATE OF COMMITMENT</b>
ARPA – Local Fiscal Recovery Funds Name of Applying Entity/Entities:		Yes		
ARPA – OTHER Minimum Allocation Grant Name of Applying Entity/Entities:		Yes		
Montana Coal Endowment Program		No		
Renewable Resource Program Grant		No		
Community Development Block Grant		No		
State Revolving Fund Loans		No		
USDA Rural Development Grants		Yes		
USDA Rural Development Loans		Yes		
Applicant	\$ 444,529.00	No		
Other Local Contribution Name of Entity/Entities:				
Other Funding Sources (Specify Funding Agency, Program Title, and Grant or Loan):				
<i>Subtotal Other Funding Sources</i>	\$ 444,529.00	--	--	--
<b>Total Project Cost</b>	<b>\$ 889,057.00</b>	--	--	--

ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION

Table 2. Project Budget

City of Great Falls											
Minimum Allocation Grant for Reimbursement of ARPA Eligible Sewer Expenses											
Applicant Entity:	ARPA - MINIMUM ALLOCATION GRANT	ARPA - COMPETITIVE GRANT	ARPA - LOCAL FISCAL RECOVERY FUNDS	Montana Coal Endowment Program	Renewable Resource Grant	State Revolving Fund Loans	USDA Rural Development Grant	USDA Rural Development Loan	Other (SPECIFY)	Local Contribution	Total
Grant Management	\$ 25,378									\$ 25,379	\$ 50,757
Professional Services											
Legal											
Audit (REQUIRED)											
Other (SPECIFY)											
<b>TOTAL ADMINISTRATION</b>	<b>\$ 25,378</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,379</b>	<b>\$ 50,757</b>
Project Management											
Preliminary Design											
Equipment											
Final Design											
Construction	\$ 419,150									\$ 419,150	\$ 838,300
Contingency (REQUIRED)											
Other (SPECIFY)											
<b>TOTAL ACTIVITY</b>	<b>\$ 419,150</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 419,150</b>	<b>\$ 838,300</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 444,528</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 444,529</b>	<b>\$ 889,057</b>



# ARPA Water & Sewer Infrastructure Grant Certification Form

**Applicant Entity Name:** City of Great Falls  
*(Local Government Entity as defined in [House Bill 632](#))*

**ARPA Project Name:** Minimum Allocation Grant for Reimbursement of ARPA Eligible Sewer Expenses

**Authorized Person Name:** Bob Kelly - Mayor of Great Falls  
*(Person authorized to enter into a grant agreement with the State of Montana – [Questions?](#))*

I certify that the information and the statements in this application are true, complete and accurate to the best of my knowledge. I certify that the project or activity as described in this application complies with all applicable state, local and federal laws and regulations. By my signature below, I certify that I have knowledge of and understand the content of this application and that I am fully authorized to apply to DNRC for the grant specified in the submitted materials.

I certify that this project is a necessary investment in water or sewer infrastructure as defined in the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (2021) (“ARPA”), and its associated rule and guidance: Coronavirus State and Local Fiscal Recovery Funds, 86 Fed. Reg. 26786 (May 10, 2021).

Montana House Bill 632 (HB 632, 67th Leg., (Mont. 2021)), sets the requirement for water and sewer infrastructure projects funded by ARPA be reduced by 20% if that local government or any of its authorized agents have health regulations related to COVID-19 that are more strict than those imposed by the state in effect at the time the grant is awarded. By signing below, the authorized agent is acknowledging this requirement and will inform the Department of Natural Resources and Conservation, in writing, of any such health regulations during the grant review and award process.

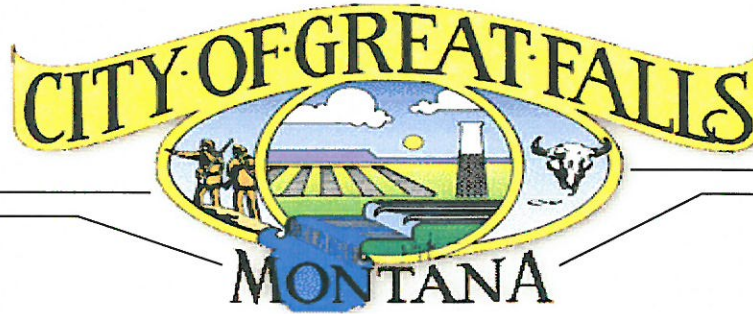
Applicant’s local government health restrictions (SELECT ONE):

- ARE currently more stringent than State of Montana.
- ARE NOT currently more stringent than State of Montana.

*A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature. 30-18-102, MCA.*

/s/ \_\_\_\_\_  
Signature and Title of Authorized Applicant Representative Date

DNRC requires that the certification form be signed by an authorized representative of the local government entity (for example, a mayor, county commissioner, board chair, district supervisor, etc.). These forms CANNOT be signed by a different representative (for example the City Manager or Town Clerk), even if that representative has signing authority within the local government. This is because DNRC has no way of knowing who has signing authority within the local government entity. Additionally, DNRC needs to be confident that the authorized signatory can enter into a grant agreement in the future should the application be successful.



PO Box 5021, 59403

September 20, 2022

Montana DNRC  
Attn: ARPA  
1539 11<sup>th</sup> Avenue  
Helena, MT 59601

RE: American Rescue Plan Act (ARPA) Minimum Allocation Grant (MAG)  
Reimbursement of ARPA Eligible Sewer System Improvement Expenses

To Whom It May Concern,

This letter is to confirm the City of Great Falls has expended all of the attached expenses required to complete of the referenced project.

The City of Great Falls is an incorporated municipality in the State of Montana and has full accounting and financial services available. The City is familiar with the processes and requirements of both state and federal grants and will bear all legal and financial responsibility for the grant.

Sincerely,

---

Bob Kelly, Mayor of Great Falls

**I. Project Title** – Minimum Allocation Grant Application for Reimbursement of ARPA Eligible Wastewater Treatment Plant Expenses

**II. Application Type** – MAG

**III. Applicant Information**

**a. Authorized Person**

- i. First Name** - Bob
- ii. Last Name** - Kelly
- iii. Title of Authorized Person** – Mayor of City of Great Falls
- iv. Authorized Person Mailing Address** – P.O. Box 5021
- v. Authorized Person City** – Great Falls
- vi. Authorized Person State** - MT
- vii. Authorized Person Zip** - 59403
- viii. Authorized Person Phone Number** – (406)870-0212
- ix. Authorized Person Email** – bkelly@greatfallsmt.net

**IV. Download App Cert for Signature**

**V. Project Contact Person**

**a. Contact Person**

- i. First Name** - Tom
- ii. Last Name** - Hazen
- iii. Title of Authorized Person** – Grant and Project Administrator
- iv. Contact Person Mailing Address** – P.O. Box 5021
- v. Contact Person City** – Great Falls
- vi. Contact Person State** - MT
- vii. Contact Person Zip** - 59403
- viii. Contact Person Phone Number** – (406)455-8471
- ix. Contact Person Email** – thazen@greatfallsmt.net

**VI. Engineering Firm Contact Person**

**VII. Project Description**

- a. Name of System** – Great Falls Drinking Water System
- b. Population of Service Area** – 58,835
- c. Median Annual Household Income of Service Area** - \$46,965
- d. Median Annual Household Income of Service Area** -
- e. Average Monthly Water Rate** - \$24.31
- f. Average Monthly Sewer Rate** - \$28.91

**VIII. Project Location**

- a. Latitude** – 47.3075
- b. Longitude** – 111.3086

c. **County - Cascade**

**IX. Project Type**

- a. Water –
- b. Sewer – Centralized Wastewater Treatment

**X. Problem Summary**

The following projects have been undertaken by the City of Great Falls and have incurred eligible expenses since March 3, 2021. These projects are compliant with the Clean Water Act and eligible Clean Water State Revolving Fund expenses:

- Wastewater Treatment Plant Secondary Clarifier Rehabilitation (Clarifiers)- The Great Falls WWTP utilizes three bioreactors and four secondary clarifiers within the treatment process. In 2021, one of the secondary clarifiers catastrophically failed. Damage was caused to the standpipe support column of this secondary clarifier from what appears to be asymmetrical rotation of the clarifier mechanism. This failure has taken the damaged clarifier out of service resulting in operational limitations at the WWTP. The failure of another secondary clarifier or bioreactor may result in the overloading of the process on both a hydraulic and mass basis. Ultimately this is expected to result in the discharge of solids and excess BOD to the Missouri River. The coliforms and other bacteria in these WWTP solids pose a significant health risk to the population of the city while the excess BOD can result in the loss of dissolved oxygen in the Missouri River, an aquatic life risk.
- Treatment Plant Solids Building HVAC Improvements (HVAC) - The solids building at the WWTP houses the two centrifuges which dewater residual bio-solids. The building has known issues with corrosion due to high levels of ammonia gasses that result from the dewatering process. The project makes improvements to the solids building HVAC system, which allows for proper air handling and discharge of the gasses.

**XI. Project Summary**

- Clarifiers - The proposed project is an emergency repair of one secondary clarifier along with steps to increase operational resilience. The first objective of the project is to completely replace the clarifier mechanism of damaged Secondary Clarifier No. 2 resulting in all four clarifiers being returned to service. Secondary Clarifier No. 4 was recently refurbished but Secondary Clarifiers No. 1 and No. 3 are both of the same vintage as No. 2. If funds are available, secondary Clarifier No. 1 will also be completely refurbished as part of this project to increase resiliency to failure.
- HVAC – The project consists of installing a new Air Handling Unit (AHU) that will provide 12 Air Changes per Hour (ACH) in the centrifuge room and dumpster room directly below. Stacked discharge vents will be added to the room also, to ensure negative pressure in the critical spaces. The other spaces of the building, shop, boiler room, mezzanine, etc, will be served by a smaller AHU that will operate at 6 ACH and ensure positive air pressure in those spaces. Various other smaller improvements will be made in the buildings.



**XII. Does the project address growth?**

- a. No on All

**XIII. Does the project address fire flow?**

- a. No

**XIV. Map and Photos? Yes**

**XV. Project Goal**

- Clarifiers – to complete an emergency repair of Secondary Clarifier No. 2 and completely refurbish Secondary Clarifier No. 1 to mitigate potential failure concerns.
- HVAC - The HVAC improvements will allow the ammonia gasses to be handled appropriately, reducing health risks to workers and reducing corrosion within the solids building caused by the gasses.

**XVI. Project Objectives**

- **Clarifiers**
  - Emergency Repair of Secondary Clarifier No. 2
  - Refurbish Secondary Clarifier No. 1
- **HVAC**
  - New AHU operating at 12 ACH in centrifuge and dumpster rooms while centrifuges are running
  - Secondary AHU to serve non-critical spaces in the building
  - Elevated air discharge vents on the roof to ensure negative pressure in critical spaces
  - Other minor improvements as needed

**XVII. Project Effectiveness**

- Clarifier
  - Putting Secondary Clarifier No. 2 back into service
  - Long term measurement of clarifier lifetime
- HVAC
  - Reduce corrosion and ammonia gasses in the non-critical spaces of the building
  - Reduce health risk in shop, boiler, and other non-critical spaces of the building
  - Better facilitate removal of ammonia and other gasses resultant from the dewatering process

**XVIII. Level of Readiness**

Name	Responses			Date Included/Completed/Began etc.
Capital Improvement Plan	Yes	No	NA	

Growth Policy	Yes	No	NA	
Engineering Procurement Completed and Contracted?	Yes	No	NA	Early 2022
Preliminary Engineering Report or Tech Memo	Yes	No	NA	Early 2016
Uniform Application	Yes	No	NA	
Final Design	Yes	No	NA	
Water Rights Finalized	Yes	No	NA	
Right Of Way, Land Purchases and Site Title Complete	Yes	No	NA	
MEPA/NEPA	Yes	No	NA	
DEQ Approval	Yes	No	NA	
Project Bid	Yes	No	NA	
Under Construction	Yes	No	NA	
Quote for Equipment	Yes	No	NA	

**XIX. Project Schedule**

Prelim Design	Final Design	DEQ Plan Review	DEQ Approval
Complete	9/1/22	NA	NA
Bid Advertised	Bid Selection	Award Notice	Notice to Proceed
9/4/22	9/21/22	10/5/22	10/13/2022
Construction Start	Construction Completion	Closeout	Final Documentation
11/01/22	Feb. of 2023	Early Winter 2023	Early Winter 2023

**XX. Project Budget**

- **Project Funding Package - Table 1**
- **Detailed Project Budget – Table 2**
- **Commitment Letters**
- **Budget Narrative**
- **MAG Amount Requested –**
- **Competitive Amount Requested –**
- **Total Match –**
- **Total Project Cost -**

**ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION**

Table 1. Project Funding Package

**Instructions:** Save this spreadsheet to your local drive and upload it to the grant application when complete. Please see [Instructions Page](#) and [Example](#) for additional information.

Applicant Entity	City of Great Falls			
Project Title	Minimum Allocation Grant for Reimbursement of ARPA Eligible Wastewater Treatment Plant			
<b>FUNDS REQUESTED IN THIS APPLICATION</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	--	--
ARPA – MINIMUM ALLOCATION GRANT	\$ 33,476.30	Yes	--	--
ARPA – COMPETITIVE GRANT		Yes	--	--
<b>OTHER FUNDING SOURCES</b>				
<b>FUNDING SOURCE</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	<b>STATUS OF COMMITMENT</b>	<b>DATE OF COMMITMENT</b>
ARPA – Local Fiscal Recovery Funds Name of Applying Entity/Entities:		Yes		
ARPA – OTHER Minimum Allocation Grant Name of Applying Entity/Entities:		Yes		
Montana Coal Endowment Program		No		
Renewable Resource Program Grant		No		
Community Development Block Grant		No		
State Revolving Fund Loans		No		
USDA Rural Development Grants		Yes		
USDA Rural Development Loans		Yes		
Applicant	\$ 33,476.30	No	Funds Committed	3/1/2021
Other Local Contribution Name of Entity/Entities:				
Other Funding Sources (Specify Funding Agency, Program Title, and Grant or Loan):				
<i>Subtotal Other Funding Sources</i>	\$ 33,476.30	--	--	--
<b>Total Project Cost</b>	<b>\$ 66,952.60</b>	--	--	--

ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION

Table 1. Project Funding Package

Instructions: Save this spreadsheet to your local drive and upload it to the grant application when complete.

Applicant Entity		Fill in the name of the local government applying for funds.		
Project Title		Fill in the name of the project - <b>MUST MATCH THE PROJECT TITLE IN THE APPLICATION</b>		
<b>FUNDS REQUESTED IN THIS APPLICATION</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	--	--
ARPA – MINIMUM ALLOCATION GRANT	Fill in the amount of minimum allocation grant funds requested IN THIS APPLICATION	Yes	--	--
ARPA – COMPETITIVE GRANT	Fill in the amount of competitive grant funds requested IN THIS APPLICATION	Yes	--	--
<b>OTHER FUNDING SOURCES</b>				
<b>FUNDING SOURCE</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	<b>STATUS OF COMMITMENT</b>	<b>DATE OF COMMITMENT</b>
ARPA – Local Fiscal Recovery Funds <b>Name of Applying Entity/Entities:</b>  IF Local Fiscal Recovery funds are used as match, specify the local government source of those LFR funds.	Fill in the amount of the other funding sources that will be used as match for the project.	Yes	Indicate in the STATUS OF COMMITMENT*** Column if the funds are (pick one of the following):  <b>No Contact</b> - No contact has yet been made with the funding source;  <b>Discussed/Not Applied</b> - Project has been discussed with the funding source, but no application has been submitted. Briefly describe the discussion with the funding source and the likelihood of obtaining the funds;  <b>Funds Committed</b> - Funds have been committed by the funding source. Enter the date of commitment for those funds in the Date of Commitment Column.  <b>Application Submitted</b> - An application has been submitted, but funding has not yet been awarded. Briefly describe status of application. Enter the date of application submitted for those funds in the Date of Commitment column.	
ARPA – OTHER Minimum Allocation Grant <b>Name of Applying Entity/Entities:</b>  IF other government Minimum Allocation Grant Funds will be used as a match, specify the local government that will apply for those funds.		Yes		
Montana Coal Endowment Program		No		
Renewable Resource Program Grant		No		
Community Development Block Grant		No		
State Revolving Fund Loans		No		
USDA Rural Development Grants		Yes		
USDA Rural Development Loans		Yes		
Applicant				
Other Local Contribution <b>Name of Entity/Entities:</b>				
Other Funding Sources (Specify Funding Agency, Program Title, and Grant or Loan):				
		If money is coming to the project from a federal funding source, indicate that in the Federal Funding Column.	Attach a copy of the commitment letter or other documentation verifying the commitment of funds to the space available in the application.	
Leave blank any funding sources not needed and unused rows.				
<b>Subtotal Other Funding Sources</b>	Subtotal of Other Funding Sources - This will calculate for you. <b>THIS MUST MATCH THE APPLICATION.</b>	--	--	--
<b>Total Project Cost</b>	Total Project Cost is the sum of the Minimum Allocation Grant, the Competitive Grant and the subtotal of the Match Funding. This will calculate for you. <b>THIS MUST MATCH APPLICATION.</b>	--	--	--

\*WARNING Recipients cannot use ARPA funds to satisfy nonfederal matching requirements for other Federal programs whose statute or regulations bar the use of Federal funds to  
 \*\*Minimum Allocation Grant requires the lesser of: one-to-one matching funds; or 25% of the amount that the local government received in coronavirus local fiscal recovery funds

\*\*Competitive Grants - preference may also be given to projects that provide a higher match rate.

**\*\*\*Status of Commitment:**

No Contact - No contact has yet been made with the funding source;

Discussed/Not Applied - Project has been discussed with the funding source, but no application has been submitted. Briefly describe the discussion with the funding source and the Application Submitted (date) - An application has been submitted, but funding has not yet been awarded. Briefly describe status of application;

Funds Committed (date) - Funds have been committed by the funding source. Attach a copy of the commitment letter or other documentation verifying the commitment of funds.

[How do I calculate match points for a competitive grant application? Use the MATCH CALCULATOR.](#)

**ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION**

**Table 1. Project Funding Package**

**Instructions:** Save this spreadsheet to your local drive and upload it to the grant application when complete. Please see [Instructions Page](#) and [Example](#) for additional information.

Applicant Entity		Great Falls		
Project Title		Stormwater Collection Improvements		
<b>FUNDS REQUESTED IN THIS APPLICATION</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	--	--
ARPA – MINIMUM ALLOCATION GRANT**	\$500,000.00	Yes	--	--
ARPA – COMPETITIVE GRANT **	\$1,500,000.00	Yes	--	--
<b>OTHER FUNDING SOURCES*</b>				
<b>FUNDING SOURCE</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	<b>STATUS OF COMMITMENT***</b>	<b>DATE OF COMMITMENT***</b>
ARPA – Local Fiscal Recovery Funds Name of Applying Entity: Great Falls	\$100,000.00	Yes	FUNDS COMMITTED	7/15/2021
ARPA – OTHER Minimum Allocation Grant Name of Applying Entity: Cascade County	\$50,000.00	Yes	APPLICATION SUBMITTED	7/15/2021
Montana Coal Endowment Program		No		
Renewable Resource Program Grant	\$125,000.00	No	DISCUSSED/NOT APPLIED	
Community Development Block Grant		No		
State Revolving Fund Loans		No		
USDA Rural Development Grants		Yes		
USDA Rural Development Loans		Yes		
Other Local Contribution Name of Entity/Entities: Great Falls	\$50,000.00	No	FUNDS COMMITTED	5/19/2021
Other Funding Sources (Specify Funding Agency, Program Title, and Grant or Loan):				
Economic Development Association Project Management (In-Kind)	\$50,000.00	No	FUNDS COMMITTED	3/12/2021
<b>Subtotal Other Funding Sources</b>	\$375,000.00	--	--	--
<b>Total Project Cost</b>	<b>\$2,375,000.00</b>	--	--	--

ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION

Table 2. Project Budget

City of Great Falls											
Minimum Allocation Grant for Reimbursement of ARPA Eligible Wastewater Treatment Plant Expenses											
Applicant Entity:	ARPA - MINIMUM ALLOCATION GRANT	ARPA - COMPETITIVE GRANT	ARPA - LOCAL FISCAL RECOVERY FUNDS	Montana Coal Endowment Program	Renewable Resource Grant	State Revolving Fund Loans	USDA Rural Development Grant	USDA Rural Development Loan	Other (SPECIFY)	Local Contribution	Total
Grant Management	\$ 6,270									\$ 6,270	\$ 12,540
Professional Services	\$ 27,476									\$ 27,476	\$ 54,952
Legal											
Audit (REQUIRED)											
Other (SPECIFY)											
<b>TOTAL ADMINISTRATION</b>	<b>\$ 33,746</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 33,746</b>	<b>\$ 67,492</b>
Project Management											
Preliminary Design											
Equipment											
Final Design											
Construction											
Contingency (REQUIRED)											
Other (SPECIFY)											
<b>TOTAL ACTIVITY</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 33,746</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 33,746</b>	<b>\$ 67,492</b>





## ARPA Water & Sewer Infrastructure Grant Certification Form

**Applicant Entity Name:** City of Great Falls  
*(Local Government Entity as defined in [House Bill 632](#))*

**ARPA Project Name:** Minimum Allocation Grant for Reimbursement of ARPA Eligible Wastewater Treatment Plant Expenses

**Authorized Person Name:** Bob Kelly - Mayor of Great Falls  
*(Person authorized to enter into a grant agreement with the State of Montana – [Questions?](#))*

- I certify that the information and the statements in this application are true, complete and accurate to the best of my knowledge. I certify that the project or activity as described in this application complies with all applicable state, local and federal laws and regulations. By my signature below, I certify that I have knowledge of and understand the content of this application and that I am fully authorized to apply to DNRC for the grant specified in the submitted materials.*
  
- I certify that this project is a necessary investment in water or sewer infrastructure as defined in the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (2021) (“ARPA”), and its associated rule and guidance: Coronavirus State and Local Fiscal Recovery Funds, 86 Fed. Reg. 26786 (May 10, 2021).*
  
- Montana House Bill 632 (HB 632, 67th Leg., (Mont. 2021)), sets the requirement for water and sewer infrastructure projects funded by ARPA be reduced by 20% if that local government or any of its authorized agents have health regulations related to COVID-19 that are more strict than those imposed by the state in effect at the time the grant is awarded. By signing below, the authorized agent is acknowledging this requirement and will inform the Department of Natural Resources and Conservation, in writing, of any such health regulations during the grant review and award process.*

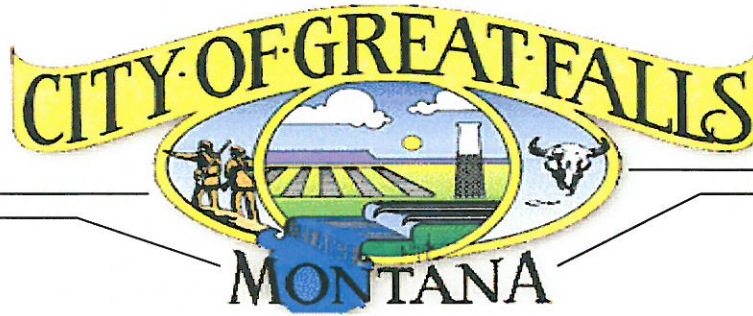
*Applicant’s local government health restrictions (SELECT ONE):*

- ARE currently more stringent than State of Montana.*
- ARE NOT currently more stringent than State of Montana.*

*A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature. 30-18-102, MCA.*

*/s/* \_\_\_\_\_ *Date*  
*Signature and Title of Authorized Applicant Representative*

DNRC requires that the certification form be signed by an authorized representative of the local government entity (for example, a mayor, county commissioner, board chair, district supervisor, etc.). These forms **CANNOT** be signed by a different representative (for example the City Manager or Town Clerk), even if that representative has signing authority within the local government. This is because DNRC has no way of knowing who has signing authority within the local government entity. Additionally, DNRC needs to be confident that the authorized signatory can enter into a grant agreement in the future should the application be successful.



PO Box 5021, 59403

September 20, 2022

Montana DNRC  
Attn: ARPA  
1539 11<sup>th</sup> Avenue  
Helena, MT 59601

RE: American Rescue Plan Act (ARPA) Minimum Allocation Grant (MAG)  
Reimbursement of ARPA Eligible Wastewater Treatment Plant Expenses

To Whom It May Concern,

This letter is to confirm the City of Great Falls has expended all of the attached expenses required to complete of the referenced project.

The City of Great Falls is an incorporated municipality in the State of Montana and has full accounting and financial services available. The City is familiar with the processes and requirements of both state and federal grants and will bear all legal and financial responsibility for the grant.

Sincerely,

---

Bob Kelly, Mayor of Great Falls

**Project Title – Minimum Allocation Grant for Reimbursement of ARPA Eligible Water Treatment Plant Expenses**

**I.**

**II. Application Type – MAG**

**III. Applicant Information**

**a. Authorized Person**

- i. First Name - Bob**
- ii. Last Name - Kelly**
- iii. Title of Authorized Person – Mayor of City of Great Falls**
- iv. Authorized Person Mailing Address – P.O. Box 5021**
- v. Authorized Person City – Great Falls**
- vi. Authorized Person State - MT**
- vii. Authorized Person Zip - 59403**
- viii. Authorized Person Phone Number – (406)870-0212**
- ix. Authorized Person Email – bkelly@greatfallsmt.net**

**IV. Download App Cert for Signature**

**V. Project Contact Person City of**

**a. Contact Person**

- i. First Name - Tom**
- ii. Last Name - Hazen**
- iii. Title of Authorized Person – Grant and Project Administrator**
- iv. Contact Person Mailing Address – P.O. Box 5021**
- v. Contact Person City – Great Falls**
- vi. Contact Person State - MT**
- vii. Contact Person Zip - 59403**
- viii. Contact Person Phone Number – (406)455-8471**
- ix. Contact Person Email – thazen@greatfallsmt.net**

**VI. Engineering Firm Contact Person**

**VII. Project Description**

- a. Name of System – Great Falls Drinking Water System**
- b. Population of Service Area – 58,835**
- c. Median Annual Household Income of Service Area - \$46,965**
- d. Median Annual Household Income of Service Area -**
- e. Average Monthly Water Rate - \$24.31**
- f. Average Monthly Sewer Rate - \$28.91**

**VIII. Project Location**

- a. Latitude – 47.3075**

- b. **Longitude** – 111.3086
- c. **County** - Cascade

#### IX. **Project Type**

- a. Water – Treatment, Capital Project
- b. Sewer – Centralized Wastewater Treatment

#### X. **Problem Summary**

The Great Falls Water Treatment Plant (“WTP”) is a conventional surface water treatment facility, originally constructed in 1916 with expansions in 1932, 1952, and 1959. Various projects have been completed to address regulations and technology advancements. The following projects have been identified as necessary expenses related to the safe and efficient functionality of the WTP. Each of these programs is compliant with CWA requirements.

- **Filtration Improvements Phase 2 (“Filtration Improvements”)** - evaluations of the filter media and operational performance in a 2010 study indicate that the integrity of the media has deteriorated, does not properly stratify, and needs to be replaced. Optimization of the clarification process to achieve a clarifier effluent turbidity of 1 NTU was also identified to improve filter performance. Upgrading the filter underdrain is necessary to substantially increase the performance, efficiency, and reliability of the filters and facilitate inclusion of air scour during the backwash sequence. All but one section of the filters are not equipped with the ability to accomplish filter-to-waste, which causes concern to manage the increase in filter effluent turbidity during the post-backwash ripening process. The controls system also needs to be updated to accommodate the air scour and filter-to-waste sequences. Lastly, the paint system in the filter building requires abatement and recoating.
- **Solid Residuals Management and Traveling Screen (“Solid Residuals”)** - Two unit processes in the water treatment plant (WTP) need attention, one to retain the raw water supply and the second to provide more efficient management of residual solids. The first process relates to the raw water intake and traveling screen; the traveling screen traps and removes trash, debris, and aquatic life from the Missouri River raw water source. This screen is 90 years old, in disrepair, and currently inoperative. A secondary screen is currently being used to screen raw water. However, this mode of operation is of considerable concern to WTP staff; if this second screen fails the intake and WTP will be without raw water screening capabilities. In addition to the inoperative primary screen, it is estimated that three to four feet of sediment has been deposited in the raw water influent flume, a deterrent to efficient water flow.

The second process pertains to management of residuals from the treatment process, specifically flocculation, sedimentation, filtration, and filter backwash. These residuals, a.k.a sludge, are primarily described as coagulated particles removed from the surface water source by the addition of aluminum sulfate (alum). The sludge is discharged to the sanitary sewer system in the winter months without any thickening process to remove water and therefore overall volume. During the summer months the sludge is discharged to an onsite storage/thickening pond for a minor amount of thickening. Thereafter, it is hauled to an offsite dewatering location for further thickening and ultimately hauled again to the local

landfill for disposal. Wintertime sludge disposal to the wastewater treatment plant, via the sanitary sewer collection system, places an undue waste volume loading on the plant because the sludge is not thickened. Summertime sludge disposal requires hauling, and associated costs, of a sludge volume which could be otherwise reduced with more efficient, onsite thickening.

- **Stairs Improvements** - The City's Water Treatment Plant's exterior concrete stairs outside the filter building are deteriorated causing a safety issue. Chunks of concrete are falling off the stairs along with ice building up on the stairs. Water Treatment Plant employees are having trouble navigating these stairs which are approximately 20 ft. high.
- **24 Inch Pipe Repair** ("24 Inch Pipe") - The City's Water Treatment Plant had an exterior water pipe that was leaking. The water pipe drained water from the clear well. A fire hydrant adjacent from the water leak was also in need of replacement.

#### **XI. Project Summary**

- **Filtration Improvements** - The scope of the Great Falls WTP Filter Improvements include: 1) clarification and optimization; 2) phase 1 improvements; 3) phase 2 improvements; and 4) phase 3 improvements. The clarification optimization and Phase 1 improvements were successfully completed in 2020, with Phase 2 and Phase 3 planned for completion in 2022 through 2024.
- **Solid Residuals** - The project will consist of two primary elements. One is replacement of the 90-year old raw water traveling screen, equipment which is currently inoperative. Associated with the intake screen replacement is sediment removal as well as an assessment of the intake flume and piping with recommendations for improvements to allow isolation and to improve operation and maintenance capabilities. The second element is installation of a screw press facility (screw press equipment and building) to dewater process sludge at the WTP site, to eliminate wintertime disposal to the wastewater treatment plant, and to significantly reduce hauling volume for ultimate offsite disposal. Magnitude of volume reduction is sizeable, with current solids concentration of approximately 1 percent and projected solids concentration, with the screw press, of up to 20 percent.
- **Stairs Improvements** - The City's Water Treatment Plant Division identified the problem. The City's Engineering Division contracted with a local steel fabrication company to build new galvanized stairs with anti-slip treads. New stairs will alleviate the safety issues.
- **24 Inch Pipe** - The City's Water Treatment Plant Division identified the problem. The City's Engineering Division designed and bid a project to excavate a deep hole on a steep slope where the leak was. A local contractor was contracted to do the excavation. The City's Utility Division was tasked with making the repair of the water main from the clear well and replacement of the fire hydrant.

#### **XII. Does the project address growth?**

- a. No on All

#### **XIII. Does the project address fire flow?**

#### XIV. Map and Photos?

#### XV. Project Goal

- Filtration Improvements – Enhance the performance, efficiency, and reliability of the filtration process while providing improved water quality to the community and reducing the amount of water returned to the Missouri River because of the filter backwash process.
- Solids Residuals - The project will consist of two primary elements. One is replacement of the 90-year-old raw water traveling screen, equipment which is currently inoperative. Associated with the intake screen replacement is sediment removal as well as an assessment of the intake flume and piping with recommendations for improvements to allow isolation and to improve operation and maintenance capabilities. The second element is installation of a screw press facility (screw press equipment and building) to dewater process sludge at the WTP site, to eliminate wintertime disposal to the wastewater treatment plant, and to significantly reduce hauling volume for ultimate offsite disposal. Magnitude of volume reduction is sizeable, with current solids concentration of approximately 1 percent and projected solids concentration, with the screw press, of up to 20 percent.
- Stairs Improvements - The goal was to build stairs that addressed the safety concerns of the employees.
- 24 Inch Pipe - The goal was to stop the leaking of the water main from the clear well and to replace an aging fire hydrant.

#### XVI. Project Objectives

- Filtration Improvements – Replace media for filters; Add filter-to-waste piping; Install a second blower and air piping laterals; Install new control panels and SCADA system enhancements; Replace filter underdrain; Remove and abate lead-based paint from the filter building.
- Solids Residuals - Provide redundancy and resiliency in the raw water traveling screen; Improve operation and maintenance of raw water intake flume and piping; enhance the performance, efficiency, and reliability of the solids mitigation process.
- Stairs Improvements - The objective was to build stairs that addressed the safety concerns of the employees. This included stairs that didn't build up ice and had anti-slip features along with handrails.
- 24 Inch Pipe - The objective was to stop the leaking of the water main from the clear well and to replace an aging fire hydrant.

#### XVII. Project Effectiveness

- Filtration Improvements – Installation of:
  - 10 dual media filters
  - 150 feet filter-to-waste piping
  - 1 blower
  - 200 feet of air piping laterals
  - 10 -new control panels
  - Necessary SCADA system addition

- 6,300 sq. ft. of filter underdrain
- Solids Residuals - Remove and replace the 1931 traveling screen which is currently inoperative and out of service; Remove sediment buildup; Evaluate raw water intake flume, piping, and isolation valves and make recommendations for operation and maintenance improvements; Construct new solids processing building and screw press solids removal system.
- Stairs Improvements - Exterior galvanized stairs were built to access the filter building. They included handrails and ant-slip & open grated treads. The stairs provide much needed traction and drain water and ice away from the walking surface. The new stairs have addressed the safety concerns.
- 24 Inch Pipe - The source of the water leak was not found. The pipe was exposed and joints were checked. The adjacent deteriorated fire hydrant was replaced. The excavation was then backfilled.

**XVIII. Level of Readiness**

Name	Responses			Date Included/Completed/Began etc.
Capital Improvement Plan	Yes	No	NA	
Growth Policy	Yes	No	NA	
Engineering Procurement Completed and Contracted?	Yes	No	NA	
Preliminary Engineering Report or Tech Memo	Yes	No	NA	
Uniform Application	Yes	No	NA	
Final Design	Yes	No	NA	
Water Rights Finalized	Yes	No	NA	
Right Of Way, Land Purchases and Site Title Complete	Yes	No	NA	
MEPA/NEPA	Yes	No	NA	
DEQ Approval	Yes	No	NA	
Project Bid	Yes	No	NA	
Under Construction	Yes	No	NA	
Quote for Equipment	Yes	No	NA	

**XIX. Project Schedule**

Prelim Design	Final Design	DEQ Plan Review	DEQ Approval
Bid Advertised	Bid Selection	Award Notice	Notice to Proceed
Construction Start	Construction Completion	Closeout	Final Documentation

**XX. Project Budget**

- **Project Funding Package - Table 1**
- **Detailed Project Budget – Table 2**
- **Commitment Letters**
- **Budget Narrative**
- **MAG Amount Requested –**
- **Competitive Amount Requested –**
- **Total Match –**
- **Total Project Cost -**



ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION

Table 2. Project Budget

City of Great Falls											
Minimum Allocation Grant for Reimbursement of ARPA Eligible Water Treatment Plant Expenses											
Applicant Entity:	ARPA - MINIMUM ALLOCATION GRANT	ARPA - COMPETITIVE GRANT	ARPA - LOCAL FISCAL RECOVERY FUNDS	Montana Coal Endowment Program	Renewable Resource Grant	State Revolving Fund Loans	USDA Rural Development Grant	USDA Rural Development Loan	Other (SPECIFY)	Local Contribution	Total
Project Title:											
Grant Management											\$ -
Professional Services											\$ -
Legal											\$ -
Audit (REQUIRED)											\$ -
Other (SPECIFY)	\$ 100									\$ 100	\$ 199
<b>TOTAL ADMINISTRATION</b>	<b>\$ 100</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100</b>	<b>\$ 199</b>
Project Management											\$ -
Preliminary Design											\$ -
Equipment											\$ -
Final Design											\$ -
Construction											\$ -
Contingency (REQUIRED)	\$ 277,476									\$ 277,476	\$ 554,952
Other (SPECIFY)											\$ -
<b>TOTAL ACTIVITY</b>	<b>\$ 277,476</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 277,476</b>	<b>\$ 554,952</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 277,576</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 277,576</b>	<b>\$ 555,151</b>

**ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION**

Table 1. Project Funding Package

**Instructions:** Save this spreadsheet to your local drive and upload it to the grant application when complete. Please see [Instructions Page](#) and [Example](#) for additional information.

Applicant Entity	City of Great Falls			
Project Title	Minimum Allocation Grant for Reimbursement of ARPA Eligible Water Treatment Plant Expen			
<b>FUNDS REQUESTED IN THIS APPLICATION</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	--	--
ARPA – MINIMUM ALLOCATION GRANT	\$ 277,576.00	Yes	--	--
ARPA – COMPETITIVE GRANT		Yes	--	--
<b>OTHER FUNDING SOURCES</b>				
<b>FUNDING SOURCE</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	<b>STATUS OF COMMITMENT</b>	<b>DATE OF COMMITMENT</b>
ARPA – Local Fiscal Recovery Funds Name of Applying Entity/Entities:		Yes		
ARPA – OTHER Minimum Allocation Grant Name of Applying Entity/Entities:		Yes		
Montana Coal Endowment Program		No		
Renewable Resource Program Grant		No		
Community Development Block Grant		No		
State Revolving Fund Loans		No		
USDA Rural Development Grants		Yes		
USDA Rural Development Loans		Yes		
Applicant	\$ 277,576.00	No		
Other Local Contribution Name of Entity/Entities:				
Other Funding Sources (Specify Funding Agency, Program Title, and Grant or Loan):				
<i>Subtotal Other Funding Sources</i>	\$ 277,576.00	--	--	--
<b>Total Project Cost</b>	<b>\$ 555,152.00</b>	--	--	--

Total	Total div. 2
\$50,412.00	\$25,206.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$199.00	\$99.50
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$554,952.23	\$277,476.12
\$0.00	\$0.00
\$0.00	\$0.00

	Filtration Improvements	Solid Residuals	Stairs Improvements	24 inch
Grant Management	\$13,518.00	\$34,512.00	\$1,950.00	\$432.00
Professional Services				
Legal				
Audit <b>(REQUIRED)</b>				
Other <b>(SPECIFY)</b>				\$199.00
<b>TOTAL ADMINISTRATION</b>				

Project Management				
Preliminary Design				
Equipment				
Final Design				
Construction	\$413,581.57	\$97,479.66	\$24,190.00	\$19,701.00
Contingency <b>(REQUIRED )</b>				
Other <b>(SPECIFY)</b>				
<b>TOTAL ACTIVITY</b>				

# ARPA Water & Sewer Infrastructure Grant Certification Form

**Applicant Entity Name:** City of Great Falls  
*(Local Government Entity as defined in [House Bill 632](#))*

**ARPA Project Name:** Minimum Allocation Grant for Reimbursement of ARPA Eligible Water Treatment Plant Expenses

**Authorized Person Name:** Bob Kelly - Mayor of Great Falls  
*(Person authorized to enter into a grant agreement with the State of Montana – [Questions?](#))*

I certify that the information and the statements in this application are true, complete and accurate to the best of my knowledge. I certify that the project or activity as described in this application complies with all applicable state, local and federal laws and regulations. By my signature below, I certify that I have knowledge of and understand the content of this application and that I am fully authorized to apply to DNRC for the grant specified in the submitted materials.

I certify that this project is a necessary investment in water or sewer infrastructure as defined in the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (2021) (“ARPA”), and its associated rule and guidance: Coronavirus State and Local Fiscal Recovery Funds, 86 Fed. Reg. 26786 (May 10, 2021).

Montana House Bill 632 (HB 632, 67th Leg., (Mont. 2021)), sets the requirement for water and sewer infrastructure projects funded by ARPA be reduced by 20% if that local government or any of its authorized agents have health regulations related to COVID-19 that are more strict than those imposed by the state in effect at the time the grant is awarded. By signing below, the authorized agent is acknowledging this requirement and will inform the Department of Natural Resources and Conservation, in writing, of any such health regulations during the grant review and award process.

Applicant’s local government health restrictions (SELECT ONE):

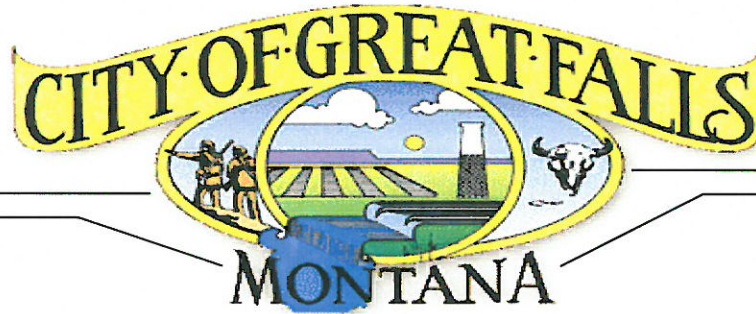
ARE currently more stringent than State of Montana.

ARE NOT currently more stringent than State of Montana.

*A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature. 30-18-102, MCA.*

/s/ \_\_\_\_\_  
Signature and Title of Authorized Applicant Representative Date

DNRC requires that the certification form be signed by an authorized representative of the local government entity (for example, a mayor, county commissioner, board chair, district supervisor, etc.). These forms CANNOT be signed by a different representative (for example the City Manager or Town Clerk), even if that representative has signing authority within the local government. This is because DNRC has no way of knowing who has signing authority within the local government entity. Additionally, DNRC needs to be confident that the authorized signatory can enter into a grant agreement in the future should the application be successful.



PO Box 5021, 59403

September 20, 2022

Montana DNRC  
Attn: ARPA  
1539 11<sup>th</sup> Avenue  
Helena, MT 59601

RE: American Rescue Plan Act (ARPA) Minimum Allocation Grant (MAG)  
Reimbursement of ARPA Eligible Water Treatment Plant Expenses

To Whom It May Concern,

This letter is to confirm the City of Great Falls has expended all of the attached expenses required to complete of the referenced project.

The City of Great Falls is an incorporated municipality in the State of Montana and has full accounting and financial services available. The City is familiar with the processes and requirements of both state and federal grants and will bear all legal and financial responsibility for the grant.

Sincerely,

---

Bob Kelly, Mayor of Great Falls

**Project Title – Minimum Allocation Grant for Reimbursement of ARPA Eligible Water Main Expenses**

**I. Application Type – MAG**

**II. Applicant Information**

**a. Authorized Person**

- i. First Name - Bob**
- ii. Last Name - Kelly**
- iii. Title of Authorized Person – Mayor of City of Great Falls**
- iv. Authorized Person Mailing Address – P.O. Box 5021**
- v. Authorized Person City – Great Falls**
- vi. Authorized Person State - MT**
- vii. Authorized Person Zip - 59403**
- viii. Authorized Person Phone Number – (406)870-0212**
- ix. Authorized Person Email – bkelly@greatfallsmt.net**

**III. Download App Cert for Signature**

**IV. Project Contact Person**

**a. Contact Person**

- i. First Name - Tom**
- ii. Last Name - Hazen**
- iii. Title of Authorized Person – Grant and Project Administrator**
- iv. Contact Person Mailing Address – P.O. Box 5021**
- v. Contact Person City – Great Falls**
- vi. Contact Person State - MT**
- vii. Contact Person Zip - 59403**
- viii. Contact Person Phone Number – (406)455-8471**
- ix. Contact Person Email – thazen@greatfallsmt.net**

**V. Engineering Firm Contact Person**

**VI. Project Description**

- a. Name of System – Great Falls Drinking Water System**
- b. Population of Service Area – 58,835**
- c. Median Annual Household Income of Service Area - \$46,965**
- d. Average Monthly Water Rate - \$24.31**
- e. Average Monthly Sewer Rate - \$28.91**

**VII. Project Location**

- a. Latitude – 47.3075**
- b. Longitude – 111.3086**
- c. County - Cascade**

**VIII. Project Type**

- a. Water – Distribution
- b. Sewer –

**IX. Problem Summary** – The City of Great Falls identified several areas of concern among the water mains making up the Great Falls Drinking Water. Some of the mains identified were installed over 100 years ago and were approaching obsolescence. These projects were undertaken to address issues stemming from the aging infrastructure. These issues included the negative impact of breaks that were becoming increasingly frequent. Additionally, these projects ensured that pressure and flow would be maintained in a system taxed by population growth in the years since installation.

**X. Project Summary** – The City identified four water main projects as priorities. Specifically the Southwest Side, the Lower North Side, the South Side, and a 20 inch main in the Fox Farms neighborhood.

**XI. Does the project address growth?**

- a. No on All, The project does not address new or anticipated growth. The project is related to the growth that occurred in the period between installation and replacement.

**XII. Does the project address fire flow?**

- a. NO

**XIII. Map and Photos?**

- a. Yes

**XIV. Project Goal** – These projects were undertaken to prevent breaks in the water main system. To ensure water pressure remained at ideal levels in areas that had seen an increased demand due to population growth in the years since the installation.

**XV. Project Objectives** –Objectives included the reduction of water loss. Saving man hours and materials expensed to repair breaks. The elimination of disruptions of water delivery to residents and businesses in Great Falls.

**XVI. Project Effectiveness**

**XVII. Level of Readiness**

Name	Responses			Date Included/Completed/Began etc.
Capital Improvement Plan	Yes	No	NA	2006

Growth Policy	Yes	No	NA	
Engineering Procurement Completed and Contracted?	Yes	No	NA	
Preliminary Engineering Report or Tech Memo	Yes	No	NA	
Uniform Application	Yes	No	NA	
Final Design	Yes	No	NA	12/11/2020
Water Rights Finalized	Yes	No	NA	
Right Of Way, Land Purchases and Site Title Complete	Yes	No	NA	
MEPA/NEPA	Yes	No	NA	
DEQ Approval	Yes	No	NA	1/7/2021
Project Bid	Yes	No	NA	1/20/2021
Under Construction	Yes	No	NA	4/5/2021
Quote for Equipment	Yes	No	NA	

**XVIII. Project Schedule**

Prelim Design	Final Design	DEQ Plan Review	DEQ Approval
	12/20/21	12/27/21	2/22/2022
Bid Advertised	Bid Selection	Award Notice	Notice to Proceed
1/30/2022	2/16/2022	3/2/2022	6/20/2022
Construction Start	Construction Completion	Closeout	Final Documentation
6/20/2021	Ongoing	N/A	N/A

**XIX. Project Budget**

- **Project Funding Package - Table 1**
- **Detailed Project Budget – Table 2**
- **Commitment Letters**
- **Budget Narrative**
- **MAG Amount Requested –**
- **Competitive Amount Requested –**
- **Total Match –**
- **Total Project Cost -**



**ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION**

Table 1. Project Funding Package

**Instructions:** Save this spreadsheet to your local drive and upload it to the grant application when complete. Please see [Instructions Page](#) and [Example](#) for additional information.

Applicant Entity	City of Great Falls			
Project Title	Minimum Allocation Grant for Water Mains Eligible Expense Reimbursement			
<b>FUNDS REQUESTED IN THIS APPLICATION</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	--	--
ARPA – MINIMUM ALLOCATION GRANT	\$ 1,006,269.00	Yes	--	--
ARPA – COMPETITIVE GRANT		Yes	--	--
<b>OTHER FUNDING SOURCES</b>				
<b>FUNDING SOURCE</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	<b>STATUS OF COMMITMENT</b>	<b>DATE OF COMMITMENT</b>
ARPA – Local Fiscal Recovery Funds Name of Applying Entity/Entities:		Yes		
ARPA – OTHER Minimum Allocation Grant Name of Applying Entity/Entities:		Yes		
Montana Coal Endowment Program		No		
Renewable Resource Program Grant		No		
Community Development Block Grant		No		
State Revolving Fund Loans		No		
USDA Rural Development Grants		Yes		
USDA Rural Development Loans		Yes		
Applicant	\$ 1,006,269.00	No	Funds Committed	
Other Local Contribution Name of Entity/Entities:				
Other Funding Sources (Specify Funding Agency, Program Title, and Grant or Loan):				
<i>Subtotal Other Funding Sources</i>	\$ 1,006,269.00	--	--	--
<b>Total Project Cost</b>	\$ 2,012,538.00	--	--	--

ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION

Table 2. Project Budget

City of Great Falls											
Minimum Allocation Grant for Reimbursement of ARPA Eligible Water Main Expenses											
Applicant Entity:	ARPA - MINIMUM ALLOCATION GRANT	ARPA - COMPETITIVE GRANT	ARPA - LOCAL FISCAL RECOVERY FUNDS	Montana Coal Endowment Program	Renewable Resource Grant	State Revolving Fund Loans	USDA Rural Development Grant	USDA Rural Development Loan	Other (SPECIFY)	Local Contribution	Total
Grant Management	\$ 149,973									\$ 149,973	\$ 299,947
Professional Services											\$ -
Legal											\$ -
Audit (REQUIRED)											\$ -
Other (SPECIFY)	\$ 15,158									\$ 15,158	\$ 30,316
<b>TOTAL ADMINISTRATION</b>	<b>\$ 165,132</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 165,131</b>	<b>\$ 330,263</b>
Project Management											\$ -
Preliminary Design											\$ -
Equipment											\$ -
Final Design											\$ -
Construction	\$ 1,006,269									\$ 1,006,269	\$ 2,012,539
Contingency (REQUIRED)											\$ -
Other (SPECIFY)											\$ -
<b>TOTAL ACTIVITY</b>	<b>\$ 1,006,269</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,006,269</b>	<b>\$ 2,012,539</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 1,171,401</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,171,401</b>	<b>\$ 2,342,802</b>

Total	Total div. 2
\$299,946.50	\$149,973.25
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$30,316.77	\$15,158.39
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$2,012,538.74	\$1,006,269.37
\$0.00	\$0.00
\$0.00	\$0.00

\$2,342,802.01 \$1,171,401.01

	Lower N Side	FF 20 inch & SW WMR	SW Side WTR	South Side WTR
Grant Management	\$34,936.50	\$36,722.00	\$86,538.00	\$141,750.00
Professional Services				
Legal				
Audit (REQUIRED)				
Other (SPECIFY)	\$2,863.55	\$5,940.57	\$8,757.28	\$12,755.37
<b>TOTAL ADMINISTRATION</b>				
Project Management				
Preliminary Design				
Equipment				
Final Design				
Construction	\$283,491.60	\$407,401.84	\$675,932.68	\$645,712.62
Contingency (REQUIRED)				
Other (SPECIFY)				
<b>TOTAL ACTIVITY</b>	\$321,291.65	\$450,064.41	\$771,227.96	\$800,217.99

## ARPA Water & Sewer Infrastructure Grant Certification Form

**Applicant Entity Name:** City of Great Falls  
*(Local Government Entity as defined in [House Bill 632](#))*

**ARPA Project Name:** Minimum Allocation Grant for Reimbursement of ARPA Eligible Water Main Expenses

**Authorized Person Name:** Bob Kelly - Mayor of Great Falls  
*(Person authorized to enter into a grant agreement with the State of Montana – [Questions?](#))*

*I certify that the information and the statements in this application are true, complete and accurate to the best of my knowledge. I certify that the project or activity as described in this application complies with all applicable state, local and federal laws and regulations. By my signature below, I certify that I have knowledge of and understand the content of this application and that I am fully authorized to apply to DNRC for the grant specified in the submitted materials.*

*I certify that this project is a necessary investment in water or sewer infrastructure as defined in the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (2021) (“ARPA”), and its associated rule and guidance: Coronavirus State and Local Fiscal Recovery Funds, 86 Fed. Reg. 26786 (May 10, 2021).*

*Montana House Bill 632 (HB 632, 67th Leg., (Mont. 2021)), sets the requirement for water and sewer infrastructure projects funded by ARPA be reduced by 20% if that local government or any of its authorized agents have health regulations related to COVID-19 that are more strict than those imposed by the state in effect at the time the grant is awarded. By signing below, the authorized agent is acknowledging this requirement and will inform the Department of Natural Resources and Conservation, in writing, of any such health regulations during the grant review and award process.*

*Applicant’s local government health restrictions (SELECT ONE):*

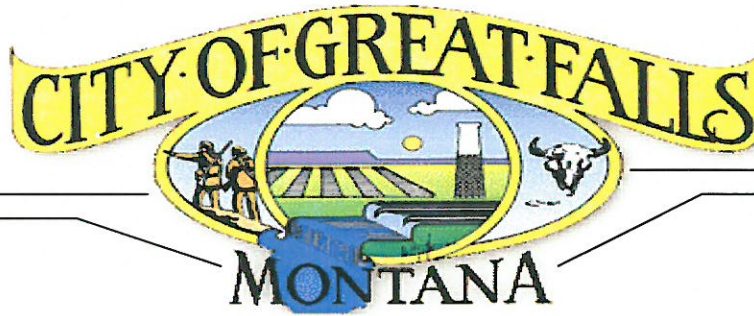
*ARE currently more stringent than State of Montana.*

*ARE NOT currently more stringent than State of Montana.*

*A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature. 30-18-102, MCA.*

*/s/\_\_\_\_\_*  
*Signature and Title of Authorized Applicant Representative* *Date*

DNRC requires that the certification form be signed by an authorized representative of the local government entity (for example, a mayor, county commissioner, board chair, district supervisor, etc.). These forms CANNOT be signed by a different representative (for example the City Manager or Town Clerk), even if that representative has signing authority within the local government. This is because DNRC has no way of knowing who has signing authority within the local government entity. Additionally, DNRC needs to be confident that the authorized signatory can enter into a grant agreement in the future should the application be successful.



PO Box 5021, 59403

September 20, 2022

Montana DNRC  
Attn: ARPA  
1539 11<sup>th</sup> Avenue  
Helena, MT 59601

RE: American Rescue Plan Act (ARPA) Minimum Allocation Grant (MAG)  
Reimbursement of ARPA Eligible Water Mains Improvement Expenses

To Whom It May Concern,

This letter is to confirm the City of Great Falls has expended all of the attached expenses required to complete of the referenced project.

The City of Great Falls is an incorporated municipality in the State of Montana and has full accounting and financial services available. The City is familiar with the processes and requirements of both state and federal grants and will bear all legal and financial responsibility for the grant.

Sincerely,

---

Bob Kelly, Mayor of Great Falls

**Project Title – Minimum Allocation Grant for Sewage Lift Station No. 1 Supplemental Force Main**

**I. Application Type – MAG**

**II. Applicant Information**

**a. Authorized Person**

- i. **First Name** - Bob
- ii. **Last Name** - Kelly
- iii. **Title of Authorized Person** – Mayor of City of Great Falls
- iv. **Authorized Person Mailing Address** – P.O. Box 5021
- v. **Authorized Person City** – Great Falls
- vi. **Authorized Person State** - MT
- vii. **Authorized Person Zip** - 59403
- viii. **Authorized Person Phone Number** – (406)870-0212
- ix. **Authorized Person Email** – bkelly@greatfallsmt.net

**III. Download App Cert for Signature**

**IV. Project Contact Person**

**a. Contact Person**

- i. **First Name** - Tom
- ii. **Last Name** - Hazen
- iii. **Title of Authorized Person** – Grant and Project Administrator
- iv. **Contact Person Mailing Address** – P.O. Box 5021
- v. **Contact Person City** – Great Falls
- vi. **Contact Person State** - MT
- vii. **Contact Person Zip** - 59403
- viii. **Contact Person Phone Number** – (406)455-8471
- ix. **Contact Person Email** – thazen@greatfallsmt.net

**V. Engineering Firm Contact Person**

**VI. Project Description**

- a. **Name of System** – Great Falls Sewer System
- b. **Population of Service Area** – 58,835
- c. **Median Annual Household Income of Service Area** - \$46,965
- d. **Median Annual Household Income of Service Area** -
- e. **Average Monthly Water Rate** - \$24.31
- f. **Average Monthly Sewer Rate** - \$28.91

**VII. Project Location**

- a. **Latitude** – 47.3075
- b. **Longitude** – 111.3086
- c. **County** - Cascade

## VIII. Project Type

- a. Water –
- b. Sewer – Centralized Wastewater Treatment

## IX. Problem Summary

The 6th Street Pump Station (Lift Station #1) was constructed in 1959 to convey combined sewer flows generated in neighborhoods south and east of the Missouri River to the WWTP, located on the northern bank. The station serves a contributing area that accounts for approximately 40% of the WWTP average day flow (ADF). The facility originally consisted of four sewage pumps, two low capacity and two high capacity. As regulations progressed, the City's sewer system was divided into a sanitary system and a storm sewer system. However, the older piping still experiences significant inflow and infiltration (I&I) resulting in extreme flows during major storm events. The station was upgraded in 1975 to include an influent mechanical bar screen, a second wet-well and three additional high-capacity pumps. The new equipment, referred to as the stormwater pumps, and expanded wet-well were necessary to convey wet

weather flows. The four original pumps, known as the large and small wastewater pumps, serve typical, dry weather conditions. Over the years, each of the seven pumps has been rebuilt by the City.

The mechanical bar screen was eventually replaced in 1985 with a 1-inch screen and later with the current 5/8-inch screen. A manually raked 1-inch bar screen was also installed in 1985 within a parallel bypass channel to provide redundant debris removal should the mechanical bar screen be inoperable or overloaded.

The 6th Street Pump Station feeds a 24-inch ductile iron forcemain crossing the Missouri River to the Great Falls WWTP. The existing forcemain was installed in 1979 following a failure of a 1959 cast iron that resulted in several months of direct river discharge. The current forcemain age is well beyond the original crossing at the time of failure, introducing the potential for a similar uncontrolled spill. Should the 1979 forcemain fail, as the original did in October of 1978, the station would be forced to discharge untreated wastewater directly to the Missouri River until a new main could be installed. Considering present environmental, permitting, and public review processes required to work within a watercourse, an equivalent replacement project and pollutant release would likely extend several months longer than the previous failure.

Valve vaults on each end of the forcemain are deteriorating, and the south vault experiences groundwater infiltration, increasing corrosion of the metallic components. During a recent pressure testing exercise, an operator stem sheared, preventing valve operation. Luckily, the contracted WWTP and lift station service provider (Veolia Water) personnel accessed the extension stem and welded a new connection prior to an uncontrolled release caused by exceeding wet-well volume. The valves and forcemain are critical facilities and represent a single point of failure for a significant percentage of the City's collection system.

Concurrent with the utility corridor study, 6th Street Lift Station components and overall facility condition were evaluated. Critical deficiencies, moderate concerns and superficial defects were reported. In addition to observed conditions, members of Veolia Water were interviewed to register O&M history, safety concerns, and replacement priorities.

Major hydraulic components and piping systems, along with a number of control and monitoring devices, building HVAC and electrical systems are outdated to the extent parts are unavailable, repair and replacement is excessively frequent, or operation is extremely inefficient. Flow control gates and pump shafts housed within the corrosive wet-well environment have deteriorated to a fragile condition. In addition, the fixed screen responsible for serving main channel and mechanical bar

screen overflow cannot adequately protect existing pumps from damage caused by typical storm flow debris.

The City serves several lift stations with a mobile generator rather than fixed units, including Lift Station No. 1. As a result, 40% of the City wastewater conveyance is not adequately protected from a power outage. Finally, operators reported safety concerns associated with facility configuration and access to critical equipment.

Existing facility and alternative routes were hydraulically modeled to evaluate pumping capacity and redundant forcemain sizing. Although rated pumping capacity is sufficient for projected demands, the existing forcemain size is inadequate to serve the pumps.

A redundant forcemain will provide several environmental and operational benefits. Primarily, the increased hydraulic capacity resulting from pumping through duplex forcemains would prevent future Sanitary Sewer Overflows (SSO) events similar to those experienced in 2014 and 2016 and several other “close calls” in recent years. In addition, the opportunity to isolate piping and convey sewage during scheduled repairs and unexpected pipe failures would eliminate the risk of a contaminant release even greater than 1979, or an SSO that nearly occurred during recent pressure testing activities.

Finally, replacement of outdated and discontinued equipment with more efficient units capable of optimizing pump control would promote energy conservation through reduced power demands and decrease utility costs to operate the lift station.

Only minimal growth is predicted within the area served by Lift Station No. 1. A token growth rate of 0.5% annually was accounted for in the lift station and forcemain capacity analysis. Although the City is actively eliminating upstream I&I through scheduled infrastructure rehabilitation, a flow reduction factor was not applied to planning year design conditions. The incremental capacity gains were ignored to provide a buffer for unforeseen development. In summary, development is not influencing the prioritization or scheduling of the proposed capital improvements.

## **X. Project Summary**

Project activities include approximately 2,040 feet of HDD installed 24-inch C900 DR21 FPVC located west of the existing 24-inch DI crossing and 1,100 feet of trench excavated 24-inch C900 DR 21 PVC pipe. Pigging facilities, valve vaults and a pressure relief station will be installed to facilitate pipe operation and maintenance flexibility, eliminate periodic SSO events during major storms and prevent another consequential public health and environmental hazard similar to the 1978 pipe failure. Lift Station No. 1 upgrades will include dedicated pump and VFD replacement, HVAC, electrical & control system improvements, a permanent emergency generator and automatic transfer switch, structural rehabilitation and sluice gate replacement. In addition, the overflow screen will be replaced with a mechanical model, specified with smaller openings to protect wastewater and storm pumps. Finally, structural and architectural remodeling of the screening facilities will be implemented to provide operations personnel safe access for routine maintenance and component replacement.

### **XI. Does the project address growth?**

a. No

### **XII. Does the project address fire flow?**

a. No

### **XIII. Map and Photos? Yes**

### **XIV. Project Goal**



Eliminate approximately 40% of the City’s raw sewage from periodically discharging to the Missouri River; Prevent considerable human health and environmental consequences resulting from pipe failure within the river channel and; Provide operations staff a safer working environment.

**XV. Project Objectives**

Install a redundant forcemain crossing the Missouri River that coincides with Lift Station No. 1 hydraulic conditions. Replace obsolete lift station equipment and repair deteriorating or damaged components to eliminate maintenance frequency. Provide permanent emergency power source size to accommodate storm pumps. Improve maintenance and repair accessibility and safety.

**1. Project Effectiveness**

The project will achieve its objectives by installing **3,160 feet** of new sewer forcemain; replacing **three large capacity pumps and associated VFDs**; replacing **four check valves**; replacing **one small capacity pump and VFD**; replacing **Motor Control Center and switchgear**; replacing **three slide gates**; **one mechanical bar screen, appurtenances and associated building modifications** to replace fixed unit; replacing **one backup generator and transfer switch**; **several building foundation and structural repairs**; expanding **one flow measurement vault**, and replacing **three exhaust fans and two louvers**.

**2. Level of Readiness**

Name	Responses			Date Included/Completed/Began etc.
Capital Improvement Plan	Yes	No	NA	12/14/2021
Growth Policy	Yes	No	NA	7/2/2013
Engineering Procurement Completed and Contracted?	Yes	No	NA	8/9/2021
Preliminary Engineering Report or Tech Memo	Yes	No	NA	12/1/2020
Uniform Application	Yes	No	NA	
Final Design	Yes	No	NA	
Water Rights Finalized	Yes	No	NA	
Right Of Way, Land Purchases and Site Title Complete	Yes	No	NA	
MEPA/NEPA	Yes	No	NA	
DEQ Approval	Yes	No	NA	
Project Bid	Yes	No	NA	

Under Construction	Yes	No	NA	
Quote for Equipment	Yes	No	NA	

**3. Project Schedule**

Prelim Design	Final Design	DEQ Plan Review	DEQ Approval
8/15/2022	4/1/2023	12/15/2022	3/31/2023
Bid Advertised	Bid Selection	Award Notice	Notice to Proceed
4/1/2023	6/1/2023	7/1/2023	7/15/2023
Construction Start	Construction Completion	Closeout	Final Documentation
8/1/2023	12/31/2025	6/1/2026	9/1/2026

**4. Project Budget**

- **Project Funding Package - Table 1**
- **Detailed Project Budget – Table 2**
- **Commitment Letters**
- **Budget Narrative**
- **MAG Amount Requested –**
- **Competitive Amount Requested –**
- **Total Match –**
- **Total Project Cost -**

**ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION**

Table 1. Project Funding Package

**Instructions:** Save this spreadsheet to your local drive and upload it to the grant application when complete. Please see [Instructions Page](#) and [Example](#) for additional information.

Applicant Entity	City of Great Falls			
Project Title	Minimum Allocation Grant for Sewage Lift Station No. 1 Supplemental Force Main			
<b>FUNDS REQUESTED IN THIS APPLICATION</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	--	--
ARPA – MINIMUM ALLOCATION GRANT	\$ 3,854,585.00	Yes	--	--
ARPA – COMPETITIVE GRANT	\$ 2,000,000.00	Yes	--	--
<b>OTHER FUNDING SOURCES</b>				
<b>FUNDING SOURCE</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	<b>STATUS OF COMMITMENT</b>	<b>DATE OF COMMITMENT</b>
ARPA – Local Fiscal Recovery Funds Name of Applying Entity/Entities:		Yes		
ARPA – OTHER Minimum Allocation Grant Name of Applying Entity/Entities:		Yes		
Montana Coal Endowment Program		No		
Renewable Resource Program Grant		No		
Community Development Block Grant		No		
State Revolving Fund Loans		No		
USDA Rural Development Grants		Yes		
USDA Rural Development Loans		Yes		
Applicant	\$ 6,533,336.50	No	Funds Committed	1/26/2022
Other Local Contribution Name of Entity/Entities:				
Other Funding Sources (Specify Funding Agency, Program Title, and Grant or Loan):				
<i>Subtotal Other Funding Sources</i>	\$ 6,533,336.50	--	--	--
<b>Total Project Cost</b>	<b>\$ 12,387,921.50</b>	--	--	--

ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION

Table 2. Project Budget

City of Great Falls Minimum Allocation Grant for Sewage Lift Station No. 1 Supplemental Force Main											
Applicant Entity: Project Title:	ARPA - MINIMUM ALLOCATION GRANT	ARPA - COMPETITIVE GRANT	ARPA - LOCAL FISCAL RECOVERY FUNDS	Montana Coal Endowment Program	Renewable Resource Grant	State Revolving Fund Loans	USDA Rural Development Grant	USDA Rural Development Loan	Other (SPECIFY)	Local Contribution	Total
Grant Management										\$ 1,295,122	\$ 1,295,122
Professional Services	\$ 662,075	\$ 662,075									\$ 1,324,150
Legal										\$ 50,000	\$ 50,000
Audit (REQUIRED)											
Other (SPECIFY)											
<b>TOTAL ADMINISTRATION</b>	<b>\$ 662,075</b>	<b>\$ 662,075</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,345,122</b>	<b>\$ 2,669,272</b>
Project Management										\$ 625,000	\$ 625,000
Preliminary Design										\$ 657,000	\$ 657,000
Equipment											
Final Design										\$ 425,000	\$ 425,000
Construction	\$ 3,192,510	\$ 1,337,925								\$ 556,215	\$ 5,086,650
Contingency (REQUIRED)										\$ 2,925,000	\$ 2,925,000
Other (SPECIFY)											
<b>TOTAL ACTIVITY</b>	<b>\$ 3,192,510</b>	<b>\$ 1,337,925</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,188,215</b>	<b>\$ 9,718,650</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 3,854,585</b>	<b>\$ 2,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,533,337</b>	<b>\$ 12,387,922</b>

## ARPA Water & Sewer Infrastructure Grant Certification Form

**Applicant Entity Name:** City of Great Falls

*(Local Government Entity as defined in [House Bill 632](#))*

**ARPA Project Name:** Minimum Allocation Grant for Sewage Lift Station No. 1 Supplemental Force Main

**Authorized Person Name:** Bob Kelly - Mayor of Great Falls

*(Person authorized to enter into a grant agreement with the State of Montana – [Questions?](#))*

- I certify that the information and the statements in this application are true, complete and accurate to the best of my knowledge. I certify that the project or activity as described in this application complies with all applicable state, local and federal laws and regulations. By my signature below, I certify that I have knowledge of and understand the content of this application and that I am fully authorized to apply to DNRC for the grant specified in the submitted materials.*
  
- I certify that this project is a necessary investment in water or sewer infrastructure as defined in the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (2021) ("ARPA"), and its associated rule and guidance: Coronavirus State and Local Fiscal Recovery Funds, 86 Fed. Reg. 26786 (May 10, 2021).*
  
- Montana House Bill 632 (HB 632, 67th Leg., (Mont. 2021)), sets the requirement for water and sewer infrastructure projects funded by ARPA be reduced by 20% if that local government or any of its authorized agents have health regulations related to COVID-19 that are more strict than those imposed by the state in effect at the time the grant is awarded. By signing below, the authorized agent is acknowledging this requirement and will inform the Department of Natural Resources and Conservation, in writing, of any such health regulations during the grant review and award process.*

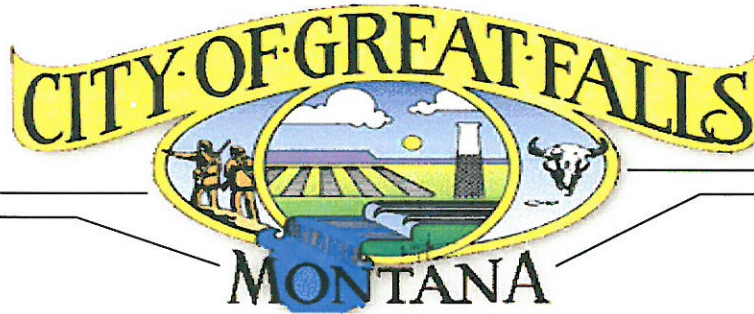
*Applicant's local government health restrictions (SELECT ONE):*

- ARE currently more stringent than State of Montana.*
- ARE NOT currently more stringent than State of Montana.*

*A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature. 30-18-102, MCA.*

*/s/\_\_\_\_\_*  
*Signature and Title of Authorized Applicant Representative* *Date*

DNRC requires that the certification form be signed by an authorized representative of the local government entity (for example, a mayor, county commissioner, board chair, district supervisor, etc.). These forms CANNOT be signed by a different representative (for example the City Manager or Town Clerk), even if that representative has signing authority within the local government. This is because DNRC has no way of knowing who has signing authority within the local government entity. Additionally, DNRC needs to be confident that the authorized signatory can enter into a grant agreement in the future should the application be successful.



PO Box 5021, 59403

September 20, 2022

Montana DNRC  
Attn: ARPA  
1539 11<sup>th</sup> Avenue  
Helena, MT 59601

RE: American Rescue Plan Act (ARPA) Minimum Allocation Grant (MAG)  
Sewage Lift Station No. 1 Supplemental Force Main O.F. 1758.0

To Whom It May Concern,

This letter is to confirm the City of Great Falls is committed to secure/provide the \$6,533,336.50 local match required to complete funding of the referenced project.

The City of Great Falls is an incorporated municipality in the State of Montana and has full accounting and financial services available. The City is familiar with the processes and requirements of both state and federal grants and will bear all legal and financial responsibility for the grant.

Sincerely,

---

Bob Kelly, Mayor of Great Falls

**I. Project Title** – Minimum Allocation Grant for Central Avenue / 3<sup>rd</sup> Street Drainage Improvements (O.F. 1779.0)

**II. Application Type** – MAG

**III. Applicant Information**

**a. Authorized Person**

- i. First Name** - Bob
- ii. Last Name** - Kelly
- iii. Title of Authorized Person** – Mayor of City of Great Falls
- iv. Authorized Person Mailing Address** – P.O. Box 5021
- v. Authorized Person City** – Great Falls
- vi. Authorized Person State** - MT
- vii. Authorized Person Zip** - 59403
- viii. Authorized Person Phone Number** – (406)870-0212
- ix. Authorized Person Email** – bkelly@greatfallsmt.net

**IV. Download App Cert for Signature**

**V. Project Contact Person**

**a. Contact Person**

- i. First Name** - Tom
- ii. Last Name** - Hazen
- iii. Title of Authorized Person** – Grant and Project Administrator
- iv. Contact Person Mailing Address** – P.O. Box 5021
- v. Contact Person City** – Great Falls
- vi. Contact Person State** - MT
- vii. Contact Person Zip** - 59403
- viii. Contact Person Phone Number** – (406)455-8471
- ix. Contact Person Email** – thazen@greatfallsmt.net

**VI. Engineering Firm Contact Person**

**VII. Project Description**

- a. Name of System** – Great Falls Drinking Water System
- b. Population of Service Area** – 58,835
- c. Median Annual Household Income of Service Area** - \$46,965
- d. Median Annual Household Income of Service Area** -
- e. Average Monthly Water Rate** - \$24.31
- f. Average Monthly Sewer Rate** - \$28.91

**VIII. Project Location**

- a. Latitude** – 47.3075
- b. Longitude** – 111.3086

c. **County - Cascade**

**IX. Project Type**

- a. Water –
- b. Sewer – Centralized Wastewater Treatment

**X. Problem Summary**

In recent years, there have been several occurrences of short-duration, high-intensity rainfall events that have resulted in significant surface flooding within a centrally located drainage basin in the City of Great Falls. The drainage basin is known as the “3<sup>rd</sup> Avenue South Basin”, which includes the downtown area of the City. The total precipitation and rainfall intensity for the most significant flooding events are included below.

- August 9, 2016: Rainfall intensity = 2.50 to 4.00 inches/hour. Total rainfall = 1.00 to 2.26 inches.
- July 27, 2019: Rainfall intensity = 1.75 to 3.50 inches/hour. Total rainfall = 0.60 to 1.28 inches.
- July 6, 2019: Rainfall intensity = 1.75 to 4.0 inches/hour. Total rainfall = 0.35 to 1.56 inches.
- July 23, 2020: Total rainfall = 0.24 to 0.80 inches.

During the August 9, 2016 event, the downtown area had the highest rainfall intensities and extent of flooding compared to other areas of the City. For comparison, a 100-year storm event for Great Falls has an approximate rainfall intensity of 1.9 inches in 2 hours, whereas the first three storm events summarized above ranged from 1.75 to 4.00 inches in 1 hour.

The flooding events resulted in impacts and damage to commercial properties and vehicles throughout the drainage basin. Flooding was especially prevalent in the downtown area (Central Avenue) and in the vicinity of the Great Falls Builders Exchange and Meadow Gold Dairy (2<sup>nd</sup> Street S and 3<sup>rd</sup> Street S between 3<sup>rd</sup> Avenue S and 5<sup>th</sup> Avenue S). Up to 15-inches of water entered the Builders Exchange. The flooding significantly impacts the response times of emergency services and presents a risk to the public in addition to significant property damage. **Attachment A** includes several emails, news articles, photos and notes that document the severity of the flood events.

Lift Station No. 1 (6th Street Pump Station) was constructed in 1959 to convey combined sanitary and storm sewer flows generated in neighborhoods south and east of the Missouri River to the wastewater treatment plant (WWTP). The lift station originally consisted of four sewage pumps, two low capacity and two high capacity. As regulations progressed, the City's sewer system was divided into a sanitary system and a storm sewer system. In 1975 the pump station was upgraded to include a second wet-well and three additional high capacity pumps. The new equipment and expanded wet-well were necessary to convey wet weather flows.

Older piping and the historic commercial buildings with roof drains that are connected to the sanitary sewer collection system instead of the storm drain system contributes to significant inflow and infiltration (I&I) during major storm events. High intensity storms that have been occurring in recent years are contributing to inundation of Lift Station No. 1. A significant storm on August 6, 2016 caused significant flooding and resulted in a Sanitary Sewer Overflow (SSO) event at Lift Station No. 1. During this event, untreated sewage overflowed into the Missouri River. Documentation of this SSO is included in **Attachment B**. The capacity of Lift Station No. 1 was also nearly exceeded once in 2018 and during the July 27, 2019, July 6, 2019 and July 23, 2020 storm events.



The increase in storm intensity and frequency in recent years may be a result of the changing climate and improvements are needed to increase system resiliency and protection of property and public safety. In addition, where possible, roof drains should be disconnected from the sanitary sewer system to reduce inundation of the collection system and WWTP. Sanitary Sewer Overflows into the Missouri River present a significant risk to public health.

## **XI. Project Summary**

The proposed project was identified as “Area 1” in the *9<sup>th</sup> Ave South and Central Ave/4<sup>th</sup> Street Drainage Basin Study Report, O.F. 1666.4* (December 2020). The project includes storm drain and manhole replacements and installation of additional catch basin/inlets to increase capacity of the system to alleviate frequency and severity of flooding. Increased capacity will be achieved through a combination of trunk line upsizing and the addition of more catch basins/inlets. The improvements will be made on 2<sup>nd</sup> Street S, 3<sup>rd</sup> Street, 4<sup>th</sup> Street S, 5<sup>th</sup> Street S, 3<sup>rd</sup> Avenue S, 2<sup>nd</sup> Avenue S, 2<sup>nd</sup> Alley S, 1<sup>st</sup> Alley N, and 2<sup>nd</sup> Alley N. In addition, a hydrodynamic separator will be installed at the intersection of 3<sup>rd</sup> Street S and 4<sup>th</sup> Avenue S to provide for removal of suspended solids and trash for the first ½ inch of rainfall. Surface patching of concrete and asphalt pavements is also included for the storm drain trenching areas. Roof drains from commercial buildings that currently connect to the sanitary sewer system will also be disconnected and reconnected to the storm drain system where they are encountered in areas where storm drains are being replaced under the project. The anticipated quantities for new storm drain components are summarized below.

- 6,850 lineal feet of new storm drain piping ranging in size from 12-inches to 54-inches in diameter
- 20 new manholes ranging in size from 48-inches to 96-inches in diameter
- 70 new catch basin/inlets
- 6,075 square yards of asphalt and concrete surfacing patching
- One new 10 foot diameter hydrodynamic separator (stormwater treatment structure)

The City plans to split the overall project into three manageable phases over the next three years. The City has already initiated design for the first phase in 2021. Bidding for the first phase will be completed in spring 2022 and construction will be performed in summer/fall 2022. The second phase of design, bidding and construction will be in 2022 – 2023 and the third phase of design, bidding and construction will be in 2023 – 2024.

## **XII. Does the project address growth?**

- a. No

## **XIII. Does the project address fire flow?**

- a. No

## **XIV. Map and Photos? Yes**

## **XV. Project Goal**

Protection of public health/safety and private property, including buildings and vehicles from flood events. Protection of public health and aquatic resources by reducing stormwater I&I into Lift Station No. 1 (6<sup>th</sup> Street lift station) and decreasing the potential for an overflow of raw sewage into the Missouri River.

**XVI. Project Objectives**

1. Storm drainage system upgrades to increase system capacity to accommodate more frequent high-intensity precipitation events.
2. Reduce inflow of storm water into the sanitary sewer system by removing roof drain connections to the sanitary system (where encountered with the project). This will free up capacity within the sanitary system during high intensity storms, with the intent of avoiding Sanitary Sewer Overflows (SSO's) of raw sewage into the Missouri River.
3. Incorporate stormwater treatment into the drainage system to capture suspended solids and floatables (trash) to improve water quality before discharge into the Missouri River.

**4. Project Effectiveness**

- The storm drainage system capacity will be increased to eliminate all surface flooding during the 5-year, 2-hour event. The increased capacity will also reduce the severity and duration of surface flooding during larger and higher intensity storms.
- The hydrodynamic separator (treatment structure) will be designed to remove 80% of the suspended solids for first ½ inch of rainfall and complete capture of floatables/trash. This will result in improved water quality prior to discharge to the Missouri River.
- Disconnection of roof drains from the sanitary sewer system will reduce the amount of stormwater related inflow into the sanitary collection system, Lift Station No.1 (6<sup>th</sup> Street pump station) and the wastewater treatment plant. This will reduce the risk for sanitary system surcharging and untreated wastewater overflows into the Missouri River. The reduction in inflow is difficult to quantify at this time, but it is estimated that 15% to 20% of the roof drains in the project area that currently tie into the sanitary sewer system will be rerouted into the storm drain system. Prevention of sewage overflows into the Missouri River are critical for protection of public health and aquatic resources.

**5. Level of Readiness**

Name	Responses			Date Included/Completed/Began etc.
Capital Improvement Plan	Yes	No	NA	12/14/2021
Growth Policy	Yes	No	NA	7/2/2013
Engineering Procurement Completed and Contracted?	Yes	No	NA	8/9/2021

Preliminary Engineering Report or Tech Memo	Yes	No	NA	12/1/2020
Uniform Application	Yes	No	NA	
Final Design	Yes	No	NA	
Water Rights Finalized	Yes	No	NA	
Right Of Way, Land Purchases and Site Title Complete	Yes	No	NA	
MEPA/NEPA	Yes	No	NA	
DEQ Approval	Yes	No	NA	
Project Bid	Yes	No	NA	
Under Construction	Yes	No	NA	
Quote for Equipment	Yes	No	NA	

**6. Project Schedule**

Prelim Design	Final Design	DEQ Plan Review	DEQ Approval
September 2021	January 2024	NA	NA
Bid Advertised	Bid Selection	Award Notice	Notice to Proceed
April '22 to February '24	May '22 to March '24	June '22 to April '24	July '22 to May '24
Construction Start	Construction Completion	Closeout	Final Documentation
July '22 to May '24	September 2024	December 2024	December 2024

**7. Project Budget**

- Project Funding Package - Table 1
- Detailed Project Budget – Table 2
- Commitment Letters
- Budget Narrative
- MAG Amount Requested –
- Competitive Amount Requested –
- Total Match –
- Total Project Cost -

ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION

Table 2. Project Budget

City of Great Falls											
Minimum Allocation Grant for Minimum Allocation Grant for Central Avenue/3rd Street Drainage Improvements											
Applicant Entity:	ARPA - MINIMUM ALLOCATION GRANT	ARPA - COMPETITIVE GRANT	ARPA - LOCAL FISCAL RECOVERY FUNDS	Montana Coal Endowment Program	Renewable Resource Grant	State Revolving Fund Loans	USDA Rural Development Grant	USDA Rural Development Loan	Other (SPECIFY)	Local Contribution	Total
Project Title:											
Grant Management											\$ -
Professional Services	\$ 75,000										\$ 75,000
Legal	\$ 3,000										\$ 3,000
Audit (REQUIRED)	\$ 20,000										\$ 20,000
Other (SPECIFY)											\$ -
<b>TOTAL ADMINISTRATION</b>	<b>\$ 98,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 98,000</b>
Project Management	\$ 10,000										\$ 10,000
Preliminary Design	\$ 43,188										\$ 43,188
Equipment											\$ -
Final Design	\$ 473,296										\$ 473,296
Construction	\$ 939,376	\$ 1,563,860									\$ 2,503,236
Contingency (REQUIRED)	\$ 300,740	\$ 300,740									\$ 601,480
Other (SPECIFY)											\$ -
<b>TOTAL ACTIVITY</b>	<b>\$ 1,766,600</b>	<b>\$ 1,864,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,631,200</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 1,864,600</b>	<b>\$ 1,864,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,729,200</b>

**ARPA WATER & SEWER INFRASTRUCTURE GRANT APPLICATION**

Table 1. Project Funding Package

**Instructions:** Save this spreadsheet to your local drive and upload it to the grant application when complete. Please see [Instructions Page](#) and [Example](#) for additional information.

<b>Applicant Entity</b>	City of Great Falls			
<b>Project Title</b>	Minimum Allocation Grant for Central Avenue/3rd Street Drainage Improvements			
<b>FUNDS REQUESTED IN THIS APPLICATION</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	--	--
ARPA – MINIMUM ALLOCATION GRANT	\$ 1,864,600.00	Yes	--	--
ARPA – COMPETITIVE GRANT	\$ 1,864,600.00	Yes	--	--
<b>OTHER FUNDING SOURCES</b>				
<b>FUNDING SOURCE</b>	<b>AMOUNT</b>	<b>Federal Funding?</b>	<b>STATUS OF COMMITMENT</b>	<b>DATE OF COMMITMENT</b>
ARPA – Local Fiscal Recovery Funds <b>Name of Applying Entity/Entities:</b>		Yes		
ARPA – OTHER Minimum Allocation Grant <b>Name of Applying Entity/Entities:</b>		Yes		
Montana Coal Endowment Program		No		
Renewable Resource Program Grant		No		
Community Development Block Grant		No		
State Revolving Fund Loans		No		
USDA Rural Development Grants		Yes		
USDA Rural Development Loans		Yes		
Applicant				
Other Local Contribution <b>Name of Entity/Entities:</b>				
<b>Other Funding Sources (Specify Funding Agency, Program Title, and Grant or Loan):</b>				
<b>Subtotal Other Funding Sources</b>	\$ 0.00	--	--	--
<b>Total Project Cost</b>	\$ 3,729,200.00	--	--	--

## ARPA Water & Sewer Infrastructure Grant Certification Form

**Applicant Entity Name:** City of Great Falls

*(Local Government Entity as defined in [House Bill 632](#))*

**ARPA Project Name:** Minimum Allocation Grant for Reimbursement of ARPA Eligible Wastewater Treatment Plant Expenses

**Authorized Person Name:** Bob Kelly - Mayor of Great Falls

*(Person authorized to enter into a grant agreement with the State of Montana – [Questions?](#))*

- I certify that the information and the statements in this application are true, complete and accurate to the best of my knowledge. I certify that the project or activity as described in this application complies with all applicable state, local and federal laws and regulations. By my signature below, I certify that I have knowledge of and understand the content of this application and that I am fully authorized to apply to DNRC for the grant specified in the submitted materials.*
  
- I certify that this project is a necessary investment in water or sewer infrastructure as defined in the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (2021) (“ARPA”), and its associated rule and guidance: Coronavirus State and Local Fiscal Recovery Funds, 86 Fed. Reg. 26786 (May 10, 2021).*
  
- Montana House Bill 632 (HB 632, 67th Leg., (Mont. 2021)), sets the requirement for water and sewer infrastructure projects funded by ARPA be reduced by 20% if that local government or any of its authorized agents have health regulations related to COVID-19 that are more strict than those imposed by the state in effect at the time the grant is awarded. By signing below, the authorized agent is acknowledging this requirement and will inform the Department of Natural Resources and Conservation, in writing, of any such health regulations during the grant review and award process.*

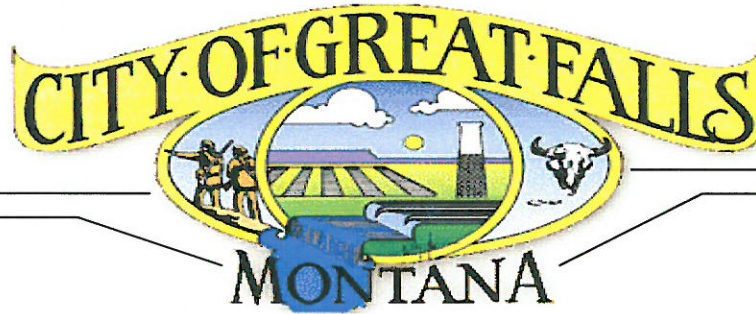
*Applicant’s local government health restrictions (SELECT ONE):*

- ARE currently more stringent than State of Montana.*
- ARE NOT currently more stringent than State of Montana.*

*A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature. 30-18-102, MCA.*

*/s/* \_\_\_\_\_ *Date*  
*Signature and Title of Authorized Applicant Representative*

DNRC requires that the certification form be signed by an authorized representative of the local government entity (for example, a mayor, county commissioner, board chair, district supervisor, etc.). These forms **CANNOT** be signed by a different representative (for example the City Manager or Town Clerk), even if that representative has signing authority within the local government. This is because DNRC has no way of knowing who has signing authority within the local government entity. Additionally, DNRC needs to be confident that the authorized signatory can enter into a grant agreement in the future should the application be successful.



PO Box 5021, 59403

September 20, 2022

Montana DNRC  
Attn: ARPA  
1539 11<sup>th</sup> Avenue  
Helena, MT 59601

RE: American Rescue Plan Act (ARPA) Minimum Allocation Grant (MAG)  
Central Avenue/3<sup>rd</sup> Street Drainage Improvements

To Whom It May Concern,

This letter is to confirm the City of Great Falls is committed to completion of the referenced project.

The City of Great Falls is an incorporated municipality in the State of Montana and has full accounting and financial services available. The City is familiar with the processes and requirements of both state and federal grants and will bear all legal and financial responsibility for the grant.

Sincerely,

---

Bob Kelly, Mayor of Great Falls



Commission Meeting Date: September 20, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Great Falls Police Department, 2022-2023 School Resource Officer Agreement

**From:** Great Falls Police Department

**Initiated By:** Captain Robert Moccasin – Great Falls Police Department

**Presented By:** Chief Jeff Newton

**Action Requested:** Approve acceptance of the 2022-2023 Agreement

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the 2022-2023 School Resource Officer Agreement between the City of Great Falls and the Great Falls Public School District.”

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 2022-2023 School Resource Officer Agreement. This Agreement coincides with the City’s 2023 Fiscal Year.

**Background:** The City agree to provide the District with four confirmed Police Officers and equipment necessary to provide SRO services. The District shall pay the City quarterly installments of \$89,826.88 for a total amount of \$359,307.50.

The Agreement formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build positive relationships between law enforcement and the youth in our community, with the goal of reducing crime committed by juveniles and young adults. This Agreement delineates the mission, terms, goals and procedures of the School Resource Officer (hereinafter "SRO") Program as a joint cooperative effort between the District and the City, through the Great Falls Police Department. The success of this program relies upon the effective communication between all involved parties.

Moreover, the SRO's will establish a trusting channel of communication with students, parents and school staff. The SRO's will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for others, and a sincere concern for the school community. The SRO's will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law. The SRO's can serve as



confidential sources of informal counseling for students and parents concerning problems they face, as well as providing information on community resources available to them.

**Fiscal Impact:** This agreement provides for 75% of the wages and any associated equipment for the four confirmed Police Officers to provide SRO services to the District. This agreement funds \$359,307.50 from the District for fiscal FY23 which are made in quarterly payments to the City. The City funds \$117,703 of the total cost of \$470,810 to provide SRO services for FY23.

**Alternatives:** Reject - The rejection of this Agreement will not allow the staffing of 4 police officers to provide SRO services to the District.

**Attachments/Exhibits:**

2022-2023 School Resource Officer Agreement

2022-2023 SCHOOL RESOURCE OFFICER AGREEMENT  
Between the City of Great Falls and the Great Falls Public School District

This AGREEMENT is made and entered into by and between the City of Great Falls, a municipal corporation of the State of Montana, 2 Park Drive South, Great Falls, Montana 59401, (hereinafter "City") and the Great Falls Public School District Number 1 and A, (hereinafter "District"), 1100 4<sup>th</sup> Street South, Great Falls, Montana 59405.

SECTION 1. PURPOSE

The AGREEMENT formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build positive relationships between law enforcement and the youth in our community, with the goal of reducing crime committed by juveniles and young adults. This AGREEMENT delineates the mission, terms, goals and procedures of the School Resource Officer (hereinafter "SRO") Program as a joint cooperative effort between the District and the City, through the Great Falls Police Department (hereinafter the "Police Department"). The success of this program relies upon the effective communication between all involved parties.

SECTION 2. TERM AMOUNTS and LIABILITIES

The term of this AGREEMENT shall begin August 30<sup>th</sup>, 2022 and end on June 1<sup>st</sup>, 2023. The parties may renew this AGREEMENT only by written agreement or addendum hereto, which must be executed by both parties.

The City does hereby agree to provide the District with four confirmed Police Officers and equipment necessary to provide SRO services. The District shall pay the City quarterly installments of \$89,826.88, for a total amount of \$359,307.50 as follows: Quarterly payments will be due on or before September 24<sup>th</sup>, 2022; December 31<sup>st</sup>, 2022; March 31<sup>st</sup>, 2023 and June 30<sup>th</sup>, 2023. The aforesaid charges are based on a full one-hundred eighty-seven (187) day school session and the same shall be adjusted on a pro rata basis to reflect any additional school days.

In the event that an SRO is absent from work for five consecutive instructional days, then beginning with the sixth consecutive day of absence and continuing through the absence, the Police Department may assign another officer to substitute for the SRO. If a substitute officer is not available to the Great Falls Public School District starting on the sixth consecutive instructional day, the Great Falls Public School District payment will be pro-rated for the period of time that an officer was not available.

The parties agree that their respective employees, students and/or agents are not to be considered employees of the other party for any purpose. The parties agree to comply with all federal, state and local laws, rules and regulations, including safety rules, codes and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. The parties, as to their own employees, shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA, and shall maintain workers' compensation coverage for all employees, except for those members who are exempted as independent contractors under the provisions of 39-71-401, MCA.

To the fullest extent permitted by law and subject to the applicable limitations set forth in Mont. Code Ann. §2-9-108, the parties shall mutually indemnify, defend and hold harmless the other against, and from, any and all liability, costs, damages, claims or causes of action which may arise out of that party's officers, employees, agents, and students' performance under this agreement.

### SECTION 3. MISSION and GOALS

The mission of the SRO Program is the reduction and prevention of school-related violence and crimes committed by juveniles and young adults and to build relationships between law enforcement and the youth community. The SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning a Law Enforcement Officer as an SRO, who is employed by the Police Department to the District facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators/staff and parents. Goals of the SRO Program include, but are not limited to:

1. Reducing incidents of school violence and crime;
2. Maintaining a safe and secure environment on school grounds;
3. Reducing criminal offenses committed by juveniles and young adults;
4. Establishing a rapport between the SRO and the student population; and
5. Establishing a rapport between the SRO and parents, faculty, staff and administrators.

Moreover, the SRO's will establish a trusting channel of communication with students, parents and school staff. The SRO's will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for others, and a sincere concern for the school community. The SRO's will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law. The SRO's can serve as confidential sources of informal counseling for students and parents concerning problems they face, as well as providing information on community resources available to them.

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). Under this framework, each SRO is first and foremost a law enforcement officer for the Police Department. Additionally, the SRO's are extensions of the school administration and will be recognized as school officials. The SRO's shall be responsible for carrying out all duties and responsibilities of law enforcement officers and shall remain at all times under the control, through the chain of command, of the Police Department. All acts of commission or omission shall conform to the guidelines of the Police Department directives. Although the SRO's may assist with the enforcement of the District's code of conduct, discipline related to such matters is the responsibility of District teachers and administrators.

Although the SRO's have been placed in a formal educational environment, they are not relieved of the official duties as enforcement officers. The SRO's shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Montana state law and department policy.

The SRO's, the Police Department, and/or appropriate prosecuting agencies will have the final decision on whether criminal charges shall be filed. The Police Department reserves the right to temporarily remove the SRO's in the event that it determines, in its sole discretion, that additional officers are needed during a critical incident or natural disaster.

### SECTION 4. DUTIES AND RESPONSIBILITIES

- A. The responsibilities of the SRO's include but are not be limited to:
  1. Act as employees of the Police Department and be subject to the administration, supervision and control of the Police Department;

2. Abide with all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this AGREEMENT;
3. Enforce criminal law and protect the students, staff, and public at large against criminal activity. School authorities and the parents of any student criminally charged shall be notified as quickly as possible by the SRO's;
4. Complete reports and investigate crimes and conduct follow-up investigations as assigned by the SRO supervisors;
5. Abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the District. The SRO's will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight;
6. Be highly visible throughout the campus, yet be unpredictable in their movements. For officer safety reasons, the SRO's shall not establish any set routine, which allows predictability in their movements and their locations;
7. Confer with the school administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities;
8. Provide information concerning questions about law enforcement topics to students and staff;
9. Attend law enforcement agency in-service trainings as required. Reasonable attempts will be made to schedule such trainings to minimize SRO absence from school on an instructional day;
10. Attend meetings of parent and faculty groups to improve their understanding of the SRO Program and to promote awareness of law enforcement functions;
11. Be familiar with community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and may make recommendations to the families when appropriate;
12. Act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property;
13. Be involved in school discipline but only when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO's will assist in resolving the problem to preserve the school climate. Regarding school code violations that disrupt the school learning environment, the SRO's will take the student to a school administrator's office for discipline to be meted out by school officials;
14. Share information with the school administrator(s) about persons and conditions that pertain to all District campus safety concerns;

15. Wear business casual attire with appropriate logos and/or badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department;
  16. Wear Police Department authorized duty weapons in accordance with Police Department policy;
  17. Not transport students in Police Department vehicles except when in the SRO's judgment, the students are victims of a crime, under arrest, or some other unique circumstances exist;
  18. As soon as reasonably possible, in the event an SRO is absent from work, notify his or her supervisor in the Police Department and the principal of the school(s) to which the SRO is assigned; and
  19. At the School Administrator's request, take appropriate law enforcement action against unwanted guests or trespassers who may appear at the school and school related functions, to the extent that the SRO's may do so under the authority of the law.
  20. The responsibilities of the Police Department SRO supervisors include but are not limited to:
    1. Coordinate work assignments of the SRO's;
    2. Ensure SRO's compliance with Police Department directives;
    3. Coordinate scheduling and work hours of the SRO's (Vacation requests, sick leave, etc.). It is the intent of the parties that the SRO's duty hours shall conform to the school day;
    4. Work with the schools to make any needed adjustments to the SRO program throughout the school year;
    5. Complete the SRO's annual performance evaluation. The SRO supervisor will request feedback from the schools designated contact person during the evaluation process;
    6. In their sole discretion, as agents of the Police Department, hire, discharge, and discipline SRO's; and
    7. Serve as liaisons between the Police Department and District Administrators in order to resolve matters of mutual concern.
- C. The responsibilities of the District Administrators and staff include but are not limited to:
1. Provide the SRO's with private, appropriately furnished office space at the assigned primary school that can be secured. This may include but is not limited to desks with drawers, chairs, filing cabinets for files and records which can be properly locked and secured, telephones and computers;
  2. Seek input from the SRO's regarding criminal justice problems relating to students and site security issues;

3. Notify the SRO's as soon as reasonably possible when school personnel discover weapons, drugs, alcohol, or other illegal contraband on school property. Even if the possession of the contraband is not prohibited by federal, state or local laws or regulations, if the possession of the contraband is a violation of District policy or the student handbook, the contraband may be confiscated and turned over to the SRO's to be properly secured and/or disposed of;
4. Timely notify the SRO's with the names of specific individuals who are not allowed on school property, and shall notify the SRO's of any anticipated parental problems resulting from disciplinary action taken against a student;
5. Work cooperatively with the Police Department to make any needed adjustments to the SRO Program throughout the year;
6. Allow SRO's to view records maintained by the school (Power School, Mileposts) as deemed necessary in the course of their official duties. The SRO's will maintain the same level of confidentiality with regards to school records as they would with any police records, which is dictated by Police Department policy and applicable law; and
7. Consider as hours worked under this AGREEMENT, time spent by SRO's attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO.

#### SECTION 5. NON-DISCRIMINATION

The parties agree that in the performance of this AGREEMENT, they will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

#### SECTION 6. DEFAULT AND TERMINATION

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

#### SECTION 7. APPLICABILITY

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

#### SECTION 8. BINDING EFFECT

This AGREEMENT and all of the covenants hereof shall inure to the benefit and be binding upon the City and the District respectively and their successors, assigns and legal representatives. Neither the City nor the District shall have the right to assign or transfer their interest or obligations hereunder without written consent of the other party.

SECTION 9. AMENDMENTS

Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by the persons duly authorized on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

EXECUTED BY:  
GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A

By: [Signature]

Print Name: Thomas G Moore

Print Title: Superintendent of Schools

GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A

By: [Signature]

Print Name: Brian Patrick

Print Title: Director of Business Operations

CITY OF GREAT FALLS, MONTANA

\_\_\_\_\_  
Greg Doyon  
City Manager  
City of Great Falls

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk (SEAL OF THE CITY)

APPROVED AS TO FORM\*:

By: \_\_\_\_\_  
Jeff 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.



Commission Meeting Date: September 20, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Double Drum Steel Roller  
**From:** Doug Alm, Vehicle Maintenance Manager  
**Initiated By:** Public Works Department  
**Presented By:** Chuck Anderson, Deputy City Manager  
**Action Requested:** Approve Purchase

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the purchase of one new double drum steel roller to Tractor & Equipment Co., of Great Falls through Sourcewell, formerly known as NJPA, for a total of \$193,000.02, including shipping.”

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

**Staff Recommendation:** Staff recommends that the City Commission approve the purchase of one new double drum steel roller to Tractor & Equipment Co., of Great Falls through Sourcewell, formerly known as NJPA, for a total of \$193,000.02, including shipping. This is in accordance with the city’s standard equipment replacement schedule.

**Background:**

Purpose

The double drum steel roller requested will be used by the Street Division to conduct asphalt compaction. The City's oldest roller, a 1993 Caterpillar CB 214C, VIN #9XK00049, will be declared surplus and sold at a later date.

Evaluation and Selection Process

The recommended purchase and installation will be procured through the City’s membership in Sourcewell (formerly known as the National Joint Powers Alliance), which is a governmental purchasing service cooperative based in Minnesota. The City secures memberships in governmental cooperative purchasing entities under §§ 18-4-124 and 18-4-401 *et seq.*, MCA and those memberships allow it to access a wide range of products and services from competitively solicited bids and proposals from various vendors.

The City can then work with the contract managers at the purchasing cooperative to verify pricing and ask questions about contract structures, and then ultimately enter into contracts directly with the vendors who



have contracted with the cooperative to purchase the products and services offered through the cooperative purchasing structure. In this particular case the City is accessing a Sourcewell contract for a double drum steel roller with Tractor & Equipment Co.

Conclusion

The bid specifications from Sourcewell meet specifications for the double drum steel roller.

**Fiscal Impact:** Funds for this scheduled purchase from the ERS (Equipment Revolving Schedule) were provided in the FY 2023 Central Garage Budget.

**Alternatives:** The City Commission could vote not to approve the purchase of one new double drum steel roller. Without the double drum steel roller the Street Division would not be able to perform contractor or other city department hot mix patches; or continue the pavement preservation program which provides up to 60 blocks of mill and overlay on city streets.

**Attachments/Exhibits:**

Tractor & Equipment – Caterpillar Purchase Order  
Sourcewell Contract – Caterpillar Contract #062320



# Purchaser's Order

DATE  
Quote No.

Agenda #11.

PURCHASER	CITY OF GREAT FALLS			
S STREET ADDRESS	ATTN: FISCAL SERVICES PO BOX 5021			S
O CITY/STATE	GREAT FALLS, MT	COUNTY	CASCADE	H
L POSTAL CODE	59403-5021	PHONE NO.	406 771 1401	P
D CUSTOMER CONTACT:	EQUIPMENT	DOIIG A1M		T
O	PRODUCT SUPPORT	DOIIG A1M		O
INDUSTRY CODE:	LOCAL GOVERNMENT (GV93)	PRINCIPAL WORK CODE	PAVING/RESURFACING COMMERCIAL & RES(208)	
				F.O.B. AT: Billings TE

CUSTOMER NUMBER 9100732	Sales Tax Exemption # (if applicable) N/A	CUSTOMER PO NUMBER
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)		
NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE <input type="checkbox"/> LKE Assignment <input type="checkbox"/>
CASH WITH ORDER \$0.00	BALANCE TO FINANCE	INTEREST RATE
PAYMENT PERIOD	PAYMENT AMOUNT	NUMBER OF PAYMENTS
		OPTIONAL BUY-OUT

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: CATERPILLAR	MODEL: CB10-XZ	YEAR: 2023		
STOCK NUMBER: TBD	SERIAL NUMBER: TBD	SMU: TBA		
CB10 02A VIB COMP DCA6	587-3812	560-1623 SWITCH, STD IGNITION	NOTE: Please refer to the Lane 1 section to complete your order.	
LANE 1 - AVAILABLE FROM SAVANNAH EPC		586-7552 CONTROL, STANDARD	LANE 1 ORDER	0P-9001
		561-2140 STEERING WHEEL, STD	INSTRUCTIONS, ISO	556-3659
INCLUDES:		556-4371 SEAT, STANDARD VINYL	PACK, DOMESTIC TRUCK	0P-0210
541-9921 CB10 02A VIBRATORY COMPACTOR		585-8769 PRODUCT LINK, CELLULAR PLE743	MIRRORS, EXTERNAL	556-4354
550-7871 ENGINE, CAT C3.6		570-4268 BUMPER COVER, STD	CAMERAS, FRONT & REAR	551-6365
541-9992 BELT, ENG		556-7020 OIL, HYD, STANDARD		
556-3447 HITCH, STANDARD		556-3657 INSTRUCTIONS, ANSI		
556-4409 FRONT SYSTEM, VERSA-VIBE		552-1722 SENSORS, MAT TEMPERATURE		
556-4412 REAR SYSTEM, OSCILLATION STD		564-2040 FREEZE PROTECTION, ROPS/FOPS		
546-4798 HYDRAULICS, SOLID DRUM, STD		567-6815 MOUNT, OPTIONAL SENSOR(S)		
583-4156 LIGHTS, WORKING W/SIGNALS		593-9841 SEAT BELT, 76MM (3")		
587-9551 COVER, NO LED LIGHTS		581-6884 STEPS, REFILL ASSIST, FRONT		
556-4309 PLATFORM, ROPS/FOPS		559-3523 DECAL, VERSA VIBE		
583-4761 ROTATION, FULL				

TRADE-IN EQUIPMENT				SELL PRICE	\$245,759.00
MODEL:	YEAR:	SN:		SOURCWEEL DISCOUNT 19% #032119-CAT	(\$45,968.98)
PAYOUT TO:	AMOUNT:	PAID BY:		PDI PREP/DELIVERY/SERVICE MANUALS	\$2,500.00
MODEL:	YEAR:	SN:		5 YEAR 3000 PREMIER WARRANTY	\$5,710.00
PAYOUT TO:	AMOUNT:	PAID BY:		<b>NET BALANCE DUE</b>	<b>\$208,000.02</b>
MODEL:	YEAR:	SN:		MULTI UNIT T&E DISC	(\$15,000.00)
PAYOUT TO:	AMOUNT:	PAID BY:		<b>BALANCE</b>	<b>\$193,000.02</b>

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY <div style="border: 1px solid black; width: 100px; height: 20px; margin-left: 100px; margin-top: 5px;"></div> <p>The customer acknowledges that he has received a copy of the /Caterpillar Warranty and has read and understood said warranty. Warranty applicable including expiration date where necessary:</p> <p>5-year/5,000-hour Powertrain + Hydraulic + Technology (P+H+T) EPP</p>	<input type="checkbox"/> USED EQUIPMENT WARRANTY <div style="border: 1px solid black; width: 100px; height: 20px; margin-left: 100px; margin-top: 5px;"></div> <p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:</p> <p>Warranty applicable:</p>
--	--

CSA:  
NOTES:

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE**

ORDER RECEIVED BY <u>Dargan Landon</u>	REPRESENTATIVE	APPROVED AND ACCEPTED ON CITY OF GREAT FALLS	PURCHASER
			PURCHASER
		BY _____	SIGNATURE
PRINT NAME AND TITLE			

## ADDITIONAL TERMS AND CONDITIONS

**1. Terms of Payment:** Purchaser agrees to pay the balance shown together with any applicable sales, use and similar taxes and governmental charges that are not included within the balance and that are payable by reason of the sale of the Equipment.

All payments shall be made to such address as Seller from time to time provides to Purchaser. If any amount of the Unpaid Balance is not paid when due, Purchaser agrees to pay Seller a charge calculated thereon at the rate of 1.25% per month from the date when the delinquent amount was due, or, at Seller's option, a charge equal to 5% of the delinquent amount, provided that the charge shall not exceed the amount the Purchaser can legally obligate itself to pay and Seller can legally collect.

**2. Additional Terms and Conditions :** This Order is subject to ADDITIONAL TERMS and CONDITIONS including but not limited to DISCLAIMER AND RELEASE AND EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, all of which Purchaser has read and understands and agrees to. The terms and conditions on all pages of this Order, together with any agreements entered into pursuant to Paragraph 4, constitute the entire agreement of Seller and Purchaser with respect to the subject matter of this Order. Purchaser acknowledges that all of such terms and conditions, including but not limited to such LIMITED WARRANTY AND DISCLAIMER and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, were freely negotiated and bargained for with Seller and that Purchaser has agreed to purchase the Equipment subject to these terms and conditions. SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON PURCHASER'S ASSENT TO ALL OF SUCH TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OF CONDITIONS WHICH MAY APPEAR IN ANY COMMUNICATION FROM PURCHASER, INCLUDING BUT NOT LIMITED TO ANY SEPARATE DOCUMENT SUBMITTED BY PURCHASER IN CONNECTION WITH THE PURCHASE OF THE EQUIPMENT, ARE HEREBY OBJECTED TO AND SHALL NOT BE EFFECTIVE OR BINDING UNLESS SPECIFICALLY ACCEPTED IN WRITING BY SELLER'S SALES/BRANCH MANAGER AND APPROVED IN WRITING BY SELLER'S CREDIT DEPARTMENT.

**3. LKE/RENTAL SALE:** YES or NO: (circle one)

**4. ADDITIONAL DOCUMENTS:** If any portion of the Unpaid Balance is to be paid following delivery of the Equipment. Purchaser agrees to execute and deliver to Seller such security agreements, financing statements, and other documents as Seller may request from time to time in order to permit Seller to obtain and maintain a perfected security interest in the Equipment on Terms and Conditions acceptable to Seller.

**5. ACCEPTANCE; MODIFICATION:** This Order shall be binding on Seller only when it has been both accepted in writing on behalf of Seller by Seller's Sales / Branch Manager and if the Seller is extending credit to the Purchaser or arranging for credit for the Purchaser, approved in writing by Seller's Credit Department. No modifications of the Terms and Conditions of this Order shall be effective or binding upon Seller unless it is in writing and executed by both Seller's Sales / Branch Manager and by Seller's Credit Department. The Terms and Conditions of this Order shall not be modified or otherwise affected by statements and actions of sales people or others unless and until there is such a written modification.

**6. SECURITY INTEREST:** In order to secure the payment of the Unpaid Balance. Purchaser grants to Seller a purchase money security interest in the Equipment. This security interest shall be superseded if Purchaser and Seller enter into a separate security agreement covering the Equipment.

**7. DELIVERY, INSPECTION, and ACCEPTANCE:** The Equipment is sold F.O.B., the F.O.B. location shown on (Page 1) of this Order. Any delivery or shipping dates indicated on (Page 1) are estimated and approximate, and Seller shall not be liable for any delay in delivery, however occasioned. Seller may deliver the Equipment in installments as the equipment becomes available. Title and risk of loss shall pass to Purchaser upon delivery. Delivery of the Equipment to Purchaser shall take place when physical possession of the Equipment is given to Purchaser or to a carrier, or when the Seller receives directions from Purchaser to place the Equipment in storage, whichever first occurs. The securing of the Equipment on board a carrier shall be deemed to occur subsequent to delivery. If the Equipment is to be shipped, Seller's authorized to execute in Purchaser's name and carrier's standard bill of lading for the Equipment. Without being required to do so, Seller may, on behalf of Purchaser, advance the cost of shipping and/or insurance for the Equipment. To the extent not separately included in calculating the Unpaid Balance, Purchaser agrees to immediately reimburse Seller on demand for such cost. Purchaser agrees to inspect each item of Equipment, at its sole expense, promptly following receipt and will be deemed to have accepted the item unless it notifies Seller within (10) days following receipt, of any claimed discrepancy between the item as described on (Page 1) and the item as received by Purchaser. Any claim for shortages, delays, or damages occurring after Seller has delivered the Equipment to a carrier shall be made directly to the carrier, and Seller shall have no liability with respect thereto.

**8. PERFORMANCE EXCUSED:** Seller shall not be liable for Seller's inability to perform any or all of its obligations hereunder due to causes beyond Seller's control, including but not limited to acts of God, acts of omissions of Purchaser, acts of civil or military authorities, fire, weather, strikes or other labor disturbances, civil commotion, war, delays in transportation, late delivery by Seller's suppliers, fuel or other energy shortages, or the inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. If any such cause results in a delay in performance by Seller, the dates of the performance shall be extended for a period equal to the time lost by reason of the delay, and such extension shall be purchaser's exclusive remedy.

**9. NEW and USED EQUIPMENT:** The term "New Equipment" means any items of Equipment that are registered or registerable as new equipment for the purposes of the warranty provided by the manufacturer thereof. All other items of Equipment are "Used Equipment". Seller does not represent or warrant that items of New Equipment are unused or newly manufactured or that they are the most current models available from the manufacturer thereof.

**10. LIMITED WARRANTY and DISCLAIMER:** Each item of New Equipment is entitled to the benefits of such warranties as are made in writing by the manufacturer thereof, as set forth on the manufacturer's warranty form in effect at the time this order is accepted by Seller. If it is expressly noted on (Page 1) of this Order that there is a separate warranty of Seller that applies to one or more specified item or items of New or Used Equipment, such item or items are entitled to the benefits of such warranty as set forth on Seller's warranty form for such warranty in effect at the time this Order is accepted by Seller, subject to any disclaimers of warranties and limitations of remedies set forth in such form, as well as to the disclaimers of warranties and limitations of remedies set forth below. Purchaser acknowledges receipt of the manufacturers' and, if applicable, Seller's current warranty forms for the items of Equipment purchased under this Order. EXCEPT FOR A WARRANTY OF TITLE BY SELLER, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITEMS OF USED EQUIPMENT, AND PURCHASER AGREES THAT IT HAS PURCHASED ALL SUCH ITEMS "AS IS" WITH ALL FAULTS AND DEFECTS.

**11. WARRANTY PROCEDURES:** Purchaser shall promptly notify Seller of any claim under any special warranty (such notice to be in addition to compliance with the procedural requirements of the warranty) and to make the affected item of Equipment available for inspection by Seller. Any replacements or repairs to be made by Seller as a warranty representative of the manufacturer shall be made at a repair and service facility of Seller or its designee during regular business hours, the cost of the transportation of the Equipment to and from the service facility of Seller or its designee and the cost of the Seller's personnel traveling to and from the location of the Equipment and related cost shall be borne solely by Purchaser. The failure of any item of Equipment purchased hereunder to fulfill any applicable warranties shall not affect the liability of Purchaser to Seller for the purchase price of that item or any other obligation of Purchaser to Seller.

**12. DISCLAIMER and RELEASE:** THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER FOR DEFECTIVE ITEMS OF NEW EQUIPMENT SHALL BE AS PROVIDED IN THE MANUFACTURER'S WARRANTY, ANY OTHER RIGHTS PROVIDED BY LAW AGAINST THE MANUFACTURER, AND ANY APPLICABLE SELLER'S WARRANTY REFERRED TO IN PARAGRAPH 10 EXCEPT FOR ITS OBLIGATION TO DELIVER THE EQUIPMENT IN ACCORDANCE WITH THE EXPRESS TERMS AND CONDITIONS OF THIS ORDER, SELLER SHALL HAVE NO OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEM PURCHASED HEREUNDER, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE, OR TRADE. (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY EQUIPMENT.

**13. EXCLUSION of CONSEQUENTIAL and OTHER DAMAGES:** SELLER SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE) OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COST INCURRED BY PURCHASER AT ITS PLANT OR IN THE FIELD (WHETHER BY WAY OF CORRECTION OR OTHERWISE), CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS, OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEMS PROVIDED HEREUNDER.

**14. PURCHASER'S RESPONSIBILITIES:** Except to the extent provided in the express warranties under paragraph 10, Purchaser agrees that, e receive technical information, drawings, or advice from Seller, Purchaser will have sole responsibility (a) for the safety, operation, and performance (b) for its suitability for Purchaser's intended use, and (c) where the Equipment is to be used as part of a power, propulsion, or other system, for the Equipment, the design and performance of such systems, and the adequacy of such system for the particular needs of the Purchaser or any customer of Purchaser.

**15. PURCHASER'S INDEMNITY:** PURCHASER SHALL INDEMNIFY, DEFEND, AND SAVE SELLER AND ITS AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, AND CIVIL PENALTIES, INCLUDING COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCIDENT THERETO OR INCIDENT TO SUCCESSFULLY ESTABLISHING THE RIGHT TO INDEMNIFICATION, FOR INJURY TO OR DEATH OF ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF PURCHASER, OR FOR LOSS OF, OR DAMAGE TO ANY PROPERTY, INCLUDING EQUIPMENT, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE POSSESSION, USE, MAINTENANCE, OR OPERATION OF THIS EQUIPMENT, WHETHER OR NOT ARISING IN TORT OR CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SELLER, WHETHER ACTIVE, PASSIVE, OR IMPUTED. TO THE EXTENT OF THIS INDEMNITY, PURCHASER HEREBY WAIVES ANY IMMUNITY PROVIDED BY TITLE 51 REVISED CODE OF WASHINGTON OR ANY OTHER INDUSTRIAL INSURANCE LAW OR WORKERS COMPENSATION STATUTE. IF THIS INDEMNITY IS LIMITED IN SCOPE BY OPERATION OF LAW THEN IT SHALL EXTEND TO THE FULL EXTENT ALLOWED BY SUCH LAW.

**16. INSURANCE:** Purchaser is solely responsible for any loss or damage that occurs to any item or items of Equipment after delivery to Purchaser, and to such loss or damage shall diminish any obligation of Purchaser to Seller hereunder. At all times following delivery, Purchaser agrees to maintain one or more policies insuring the Equipment, in an amount not less than the full amount of the Unpaid Balance from time to time remaining unpaid against all hazards generally covered by extended coverage hazard insurance and against any other hazards required by Seller. Each such policy shall name Seller as an additional insured and loss payee and shall provide that no cancellation or material changes to the policy will be effective as to Seller unless Seller has been given written notice at least thirty (30) days prior to the effective date thereof. Purchaser agrees, if Seller request, to deliver to Seller copies of all such policies or certificates of the insurers evidencing such coverage.

**17. DEFAULT:** If Purchaser fails to pay when due any amount owing to Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Purchaser any proceeding under any bankruptcy, insolvency, or similar law of any jurisdiction, or for the appointment of a receiver or trustee in respect of any Purchaser's property, or if the Seller reasonably believes that Purchaser is unable to meet its debts as they mature, then, in addition to any other rights and remedies that Seller may have, Seller may, upon notice to Purchaser at any time, declare the entire Unpaid Balance immediately due and payable, require progress payments for the Equipment, require payment for the Equipment in cash upon delivery, apply amounts held for Purchaser's account hereunder or otherwise to the Unpaid Balance or to any other obligations of Purchaser to Seller, or terminate all of Seller's obligations under this Order.

**18. NON-WAIVER:** No term or condition of this Order shall be deemed waived and no breach excused, unless such waiver or excuse is in writing signed by the party claimed to have waived or executed. Any such waiver in a particular instance shall not constitute a waiver of future compliance with such term condition.

**19. NOTICES:** If Purchaser fails to pay when due any amount owing to Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Purchaser any proceeding under any bankruptcy, insolvency, or similar law of any jurisdiction, or for the appointment of a receiver or trustee in respect of any Purchaser's property, or if the Seller reasonably believes that Purchaser is unable to meet its debts as they mature, then, in addition to any other rights and remedies that Seller may have, Seller may, upon notice to Purchaser at any time, declare the entire Unpaid Balance immediately due and payable, require progress payments for the Equipment, require payment for the Equipment in cash upon delivery, apply amounts held for Purchaser's account hereunder or otherwise to the Unpaid Balance or to any other obligations of Purchaser to Seller, or terminate all of Seller's obligations under this Order.

**20. ASSIGNMENT:** This Order may not be assigned or otherwise transferred by Purchaser in whole or in part without Seller's prior written consent. Subject to this limitation on assignment and transfer, the terms and condition of this Order shall bind and benefit the parties and their respective successors and assigns.

**21. SEVERABILITY:** Should any provision of this Order be found by a court of competent jurisdiction to be invalid, illegal, or unenforceable the remaining provisions shall not be affected or impaired thereby except to the extent reasonably necessary to preserve the intent of the parties.

**22. MERGER; NO CREDIT AGREEMENT:** The terms and conditions of this Order merge and supersede all prior and contemporaneous agreements and negotiations regarding the subject matter hereof, except for any agreements entered into pursuant to Paragraph 4 above. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

**23. ATTORNEYS' FEES; APPLICABLE LAW:** In any suit or action arising out of this Order, the losing party shall pay to the prevailing party its reasonable attorneys' fees and all other cost, fees, and expenses incurred by the prevailing party at trial and upon appeal. This Order shall be governed by and construed in accordance with the laws of the State of Washington..

**24. INVALIDITY:** Each provision of this shall be considered separable, and if for any reason any provision herein is determined to be invalid, such invalidity shall not impair or otherwise affect the validity of the other provisions of this agreement. If any provision is deemed to be invalid, it shall be modified, if possible to the extent necessary to remove such invalidity.

**25. LKE ASSIGNMENT:** PURCHASER IS HEREBY NOTIFIED THAT SELLER HAS ASSIGNED TO "HGI EXCHANGE LLC" ACTING SOLEY IN IT'S CAPACITY AS SELLER'S QUALIFIED INTERMEDIARY, RIGHTS TO ACCEPT AND RECEIVE ALL CONSIDERATION PAYABLE BY PURCHASER (INCLUDING ALL MONEY AND ANY TRADE-IN), BUT NONE OF SELLER'S OBLIGATIONS IN THIS SALE WITH RESPECT TO THE PURCHASE OF QUALIFIED LKE/RENTAL EQUIPMENT FOR THE PURPOSES OF COMPLETING A LIKE-KIND EXCHANGE UNDER SECTION 1031 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

**26. Telematics Disclaimer:** In the event this machine is equipped with "Product Link" or other systems for the transfer of equipment health and diagnostic information ("Telematics Systems"), Purchaser understands that data concerning this machine, its condition, and its operation is being transmitted by "Product Link" or by other, similar Telematics Systems, to Caterpillar Inc. or the manufacturer of your equipment, and/or their affiliates, subsidiaries and dealers. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. For more information about the information collected in connection with "Product Link," and how this information is used and shared, please see the Caterpillar Telematics Data Privacy Statement, available at [http://www.cat.com/en\\_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html](http://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html). For more information regarding the information collected in connection with Telematics Systems used on other manufacturers' equipment, and how this information is used and shared, please see the data privacy statement issued by the manufacturer. By using any machine equipped with "Product Link" or other Telematics Systems, you consent to the collection, use and disclosure of information as described in the applicable privacy statement and to the processing, transfer and storage of information in and to the United States and other countries, where you may not have the same rights and protections as you do under local law. PURCHASER RELEASES AND FOREVER DISCHARGES SELLER FOR ALL CLAIMS OR CAUSES OF ACTION ARISING FROM THE COLLECTION, USE AND DISCLOSURE OF TELEMATICS SYSTEMS' DATA VIA PRODUCT LINK OR OTHER TELEMATICS SYSTEM.

INITIAL HERE \_\_\_\_\_



**DIGITAL AUTHORIZATION**

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](#) ( "DGS" ), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](#) document (the "RSP Document" ) The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess?\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company (Print)**

\_\_\_\_\_  
**Company Representative (Print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

<b>FOR DEALER USE ONLY</b>
<b>Company UCID</b>
<b>Company Representative CWS ID</b>
<b>Main Store Dealer Code</b>
<b>Dealer Representative Name</b>
<b>Dealer Representative CWS ID</b>



## **Solicitation Number: RFP #062320**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 510 Lake Cook Road Suite 100, Deerfield, IL 60015 (Vendor or Caterpillar).

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

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

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 27, 2024 unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

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

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

While Caterpillar is Vendor under the Contract, pursuant to Section 10(a) it will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a

Participation Agreement with Caterpillar obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Caterpillar shall be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Caterpillar will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Caterpillar under the terms of this Contract.

Rental equipment may not be current year model and may be used, having been rented by Participating Dealer's prior customers. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** Any warranties granted to Participating Entities shall be granted solely by the Participating Dealer renting or otherwise providing the Equipment, Products or Services, as agreed between the parties. If rented equipment needs repair or replacement during the rental period, the Participating Dealer will repair or replace the Equipment at its cost and expense; provided that if the repair or replacement is as result the Participating Entity's misconduct, abuse, misuse, neglect or negligence, such Participating Entity will be responsible for the cost of repair or replacement. Except as expressly stated herein, all warranties, including any implied warranty of merchantability or of fitness for a particular purpose are expressly excluded and disclaimed.

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

### **3. PRICING**

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

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and

contract number, formal rental rate quotes will list all costs, including delivery expenses, such as freight and permits (when required).

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

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

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

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

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

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

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



#### 4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

#### 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Caterpillar will not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products, or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join

Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

## 6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone

agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

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

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

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to 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 Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

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

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;

- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

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

The Vendor will submit a check payable to Sourcwell for one percent (1%) multiplied by the total net rental revenue (excludes freight, permits, and fees) of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter as the administrative fee. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

#### **9. AUTHORIZED REPRESENTATIVE**

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 Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Provided, however, that Caterpillar is permitted to subcontract certain of its rights and obligations to Caterpillar dealers for performance without Sourcewell's prior written consent.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Intentionally omitted.

## **12. AUDITS**

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

## **13. GOVERNMENT DATA PRACTICES**

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

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

#### **14. INDEMNIFICATION**

Intentionally omitted.

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

A. INTELLECTUAL PROPERTY. Intentionally omitted.

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

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

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

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

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

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

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

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both 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 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 Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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

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

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

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to



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 30 days' prior written notice to the Vendor.

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

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell, 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. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

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. A Participating Dealer may waive subrogation against a Participating Entity on a case-by-case basis.

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

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

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

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

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

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

Intentionally omitted.

**24. CANCELLATION**

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

Sourcewell  
DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO

Date: 9/16/2020 | 10:23 AM CDT

Approved:  
DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO

Date: 9/17/2020 | 1:42 PM CDT

Caterpillar Inc.  
DocuSigned by:  
By: Chris Gustafson  
5C82585C5151405...  
Chris Gustafson  
Title: Global Accounts & Allied Prod. Mgr.

Date: 9/17/2020 | 11:39 AM PDT

# RFP 062320 - Equipment Rental with Related Services

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## Vendor Details

Company Name: Caterpillar Inc  
Does your company conduct business under any other name? If yes, please state: IL  
Address: 100 NE Adams St  
Peoria, IL 61629  
Contact: Darren Wilson  
Email: Wilson\_Darren\_R@cat.com  
Phone: 309-265-4542  
HST#:

## Submission Details

Created On: Monday May 18, 2020 15:44:18  
Submitted On: Tuesday June 23, 2020 16:17:32  
Submitted By: John Frame  
Email: Frame\_John\_J@cat.com  
Transaction #: 08b57e2d-460c-40d2-a160-12248816b576  
Submitter's IP Address: 34.69.162.10

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Caterpillar Inc.
2	Proposer Address:	510 Lake Cook Road, Suite 100, Deerfield, Illinois 60015
3	Proposer website address:	caterpillar.com CAT.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chris Gustafson Global Accounts & Allied Prod Mgr. GUSTAFSON_CHRISTOPHER_D@cat.com 1 309 675 4802
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Frame, Rental National Accounts Mgr., Governmental Segment Frame_John_J@cat.com 309-675-2891
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Gustafson Global Accounts & Allied Prod Mgr GUSTAFSON_CHRISTOPHER_D@cat.com 1 309 675 4802

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Caterpillar was founded in 1925 when two entrepreneurs merged their companies: Holt Manufacturing Company and C.L. Best Tractor Company. The merger was a great success because the ethics of both men were focused on high quality products and the best customer support.</p> <p>Since the founding 95 years ago, Caterpillar Inc. has retained the culture of focusing on customer needs and supporting products after the sale. Our company culture is keenly focused on customer satisfaction and every employee realizes that a customer's experience using the product will determine whether he or she will continue to purchase, lease, or rent Caterpillar products &amp; services in the future.</p> <p>The key to this satisfaction is two-fold: develop &amp; provide the best products and services that empower our dealers to offer the best support. Through this combination, we are proud to prove that our products and services offer the best value to our customers regardless of where they are located.</p> <p>We can prove measurable advantages in total owning and operating costs as well as intangible benefits in terms of standard safety features and telematics information sharing; as well as and many training, fleet health, and application support services offered by our dealers.</p> <p>Please refer to attached "Caterpillar Code of Conduct" in the attached "Financial Strength and Stability" zip folder for details regarding our corporate core values and business philosophy.</p>
8	<p>What are your company's expectations in the event of an award?</p>	<p>Caterpillar is honored to have served Sourcewell and its members' who have purchased CAT construction equipment, work-tools, and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019.</p> <p>Caterpillar contributes well over half of the revenue Sourcewell receives in the current Heavy Construction (purchase) contract (032119-CAT) and look forward to the opportunity to further grow business and serve members' needs together through a rental contract.</p>

9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Maintaining financial strength is a critical priority for Caterpillar. We receive debt ratings from the major credit rating agencies. Caterpillar is "mid-A" rated by S&amp;P and Fitch and has a "low-A" rating with a positive outlook from Moody's. Maintaining our "mid-A" credit rating is critical to our cash deployment priorities. Due to our prudent focus on financial strength, on a comparative basis Caterpillar has generally demonstrated higher profitability, lower leverage, and better liquidity than our competitor peer group. Our liquidity position is extremely strong with typically the highest percentage of cash as a percent of total assets on the balance sheet vs our competitors.</p> <p>Please see five-year financial summary recently published in the attached "2019 Caterpillar's SEC form 10K Financial Summary" in the "Financial Strength and Stability" zip folder , which provides additional details about our financial position.</p> <p>The full text of the 239-page 10-K document can be found on our public website:  <a href="http://www.caterpillar.com/en/investors/sec-filings.html">http://www.caterpillar.com/en/investors/sec-filings.html</a></p> <p>In 2019, Caterpillar sales and revenues were \$53.8 billion. In 2019, Caterpillar delivered record profit per share of \$10.74 per share and ended 2019 with \$8.3 billion of enterprise cash.</p> <p>After paying uninterrupted rising annual dividends for more than two decades, Caterpillar, Inc. (NYSE: CAT) reached the 25th consecutive year mark for inclusion in the elite group of companies designated as Dividend Aristocrats. In addition to a minimum of 25 consecutive years of dividend hikes, a company must be a component of the S&amp;P 500 index and must have a market capitalization of at least \$3 billion to qualify as a Dividend Aristocrat.</p>	*
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>CAT dealers are independent businesses. As such Caterpillar cannot share their rental revenue market share. However, with Cat Rental Stores, Cat heavy equipment, Cat Power Systems, and dealer crane rental locations; Caterpillar has the largest rental fleet based on OEC in North America.</p>	*
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>CAT dealers are independent businesses. As such Caterpillar cannot share their rental revenue market share. However, with Cat Rental Stores, Cat heavy equipment, Cat Power Systems, and dealer crane rental locations; Caterpillar has the largest rental fleet based on OEC in North America.</p>	*
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No. Caterpillar Inc. has never been bankrupt.</p>	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Caterpillar is a manufacturer of construction, mining, energy and transportation equipment, technology and provider of related services.</p> <p>Caterpillar Inc. is a world class manufacturer which distributes products through a vast and capable dealer network.</p> <p>CAT dealers are strong independent companies and in North America alone they have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. We believe the service parts inventory maintained by CAT dealers is the largest of any construction equipment and power systems brand.</p> <p>Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs.</p> <p>Caterpillar and each dealer have signed a sales and service agreement that outlines the specific expectations from both parties. In a broad overview, Caterpillar manufactures products and sells them to CAT dealers. The dealers then sell, lease and rent those products to customers. Caterpillar does not sell directly to state, province, nor local governments.</p> <p>Although Caterpillar will sign this contract as a manufacturer, CAT dealers will be given the opportunity to avail themselves of the rental business presented by the contract and will execute all the transactions with governmental, educational and non-profit customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. This is no different than sales and rentals occurring outside the terms of this agreement.</p> <p>Caterpillar dealers heartily embrace Sourcewell contracts #032119-CAT, #120617-CAT, and all of them have been trained in their use and as such will already be familiar with Sourcewell's rental contract. In fact, the Sourcewell contract covering equipment &amp; work-tools for purchase (032119-CAT) was leveraged by more than 90% of our dealers in 2018 and 2019.</p> <p>Caterpillar offers specific discounts to Sourcewell members. By renting to members under the Sourcewell contract, participating CAT dealers agree to honor those discounts.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>To the extent of our knowledge, we are unaware of specific licenses or certifications required to pursue the business covered by this RFP.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Caterpillar Inc. has not been suspended or disbarred in the last ten years.</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Please note: To list all the awards received in the past five years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2018 &amp; 2019.</p> <ul style="list-style-type: none"> <li>Sourcewell Legacy Award-2019</li> </ul>

## &gt;&gt;&gt;2018 Corporate Awards &amp; Recognition

- Forbes Magazine America's Most JUST Companies -- #49
- Forbes World's Most Reputable Companies 2018 -- #47
- Fortune 500 -- #65
- Dow Jones Sustainability Index -- 19-year member
- Fortune World's Most Admired Companies 2018 -- #43
- Forbes America's Best Employers for Diversity 2018 -- #247
- Top Veteran-Friendly Companies 2018 -- U.S. Veterans Magazine
- Woman Engineer Magazine -- Top 50 Employers 2018 - #21
- Minority Engineer Magazine -- Top 50 Employers 2018 - #15
- CAREERS & the disABLED Magazine -- Top 50 Employers 2018 -- #9
- Human Rights Campaign Foundation Corporate Equality Index 2018: Score = 90
- Forbes 2018 Top 25 Places to Work in Brazil -- #5
- Forbes Best Employers for Women 2018 -- #245
- Interbrand Best Global Brands 2018 -- #82
- Top 150 Global Licensors – Global License
- Top 1,000 companies with the Strongest Female Leaders – Mogul
- 7 Companies with Impressive Mentorship Programs – Glassdoor
- Top-Rated Workplaces: Best For Veterans – Indeed
- Best Product Support in 2018 – Brazilian Association of Technology for Construction and Mining
- Facility of Distinction for Safety – Indonesia
- Certification on Promoting Work Life Balance – Japan

## &gt;&gt;2018 Product Awards &amp; Recognitions

## Top 100 Awards from Construction Equipment magazine

- D8T TTT
- Next Gen 20-ton HEX
- 24 MG
- 903D CWL
- UTVs

## Contractor's Choice Awards from Roads &amp; Bridges magazine

- PM622 – Gold
- AP1055F – Gold
- AP555F – Gold
- SE60 V XW – Gold
- CB66B – Gold
- CS56B – Gold
- D6T – Gold
- 315F CR – Gold
- 335F CR – Gold
- 962M – Gold
- 140M3 – Gold
- B20 – Gold
- Grade Control – Bronze
- Product Link – Bronze
- 420F2 – Gold
- 304.5E2 XTC – Silver
- 299D2 XHP – Gold
- TH255C - Gold
- 777G – Gold

## Top 50 Award from Equipment Today magazine

- 320 GC, 320 and 323 Next Gen HEX

## Twenty for 2018 Award from Landscape Business magazine

- UTVs



17	What percentage of your sales are to the governmental sector in the past three years	<p>The governmental &amp; educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal, and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal governmental agencies varies between 11% and 26%.</p> <p>Some of our product families are highly focused and designed for governmental customers. With these products, we see the percentage of our sales to government as high as 75%.</p>	*
18	What percentage of your sales are to the education sector in the past three years	<p>The governmental &amp; educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal, and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal governmental agencies varies between 11% and 26%.</p> <p>Some of our product families are highly focused and designed for governmental customers. With these products, we see the percentage of our sales to government as high as 75%.</p>	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>While CAT dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio. Additionally, we are contract holders with National IPA and NASPO ValuePoint.</p> <p>Just as we would never share Sourcewell transaction information with other cooperatives, we don't feel it would be honorable to share the volumes of those contracts. However, we are happy to report that of all cooperative contract sales, most are transacted via Sourcewell.</p>	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Caterpillar holds GSA contract GS-30F-0018U, Schedule 23V Automotive Superstore. The sales volume is more than \$9.2M per year. Caterpillar also holds GSA EPG contract GS07F5666R, Schedule 56 Buildings and Building Materials. The sales volume is approximately \$1M per year. We do not allow our dealers to use our GSA contracts.</p>	*

#### Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
CAT equipment purchaser: Lac La Biche County, AB	Les Cote, Equipment Maintenance Manager	(780) 623-6815	*
CAT equipment purchaser: County of St. Paul, AB	Mark Chileen, Director of Public Works	(780) 645-3006	*
CAT equipment purchaser: Douglas County, KS	Clayton Funk, Fleet Manager	(785) 331-1333	*
CAT equipment purchaser: City of Newport News, VA	Joey Auché, Fleet Operations Superintendent	(757) 848-8406	
CAT equipment purchaser: Klamath County Solid Waste, OR	Tom Crist, Operations Manager	(541) 891-5687	

**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Minneapolis Public Works Fleet Div.	Government	Minnesota - MN	Construction Equipment	102 machines	\$2.6 million
City of Raleigh	Government	North Carolina - NC	Construction Equipment	110 machines	\$2.2 million
State of Maine Dept. of Transportation	Government	Maine - ME	Construction Equipment	223 machines	\$1.5 million
City of North Las Vegas	Government	Nevada - NV	Construction Equipment	48 machines	\$0.9 million
State of Utah	Government	Utah - UT	Construction Equipment	25 machines	\$0.8 million

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
23	Sales force.	<p>The CAT dealer salesforce is the most capable and highly trained in the industry. We ask CAT dealer sales people to be consultants and to advise customers on the best solutions. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as a manufacturer, and their dealer sales team. This person is offered additional in-depth training on Sourcwell and ensures that all contract terms are followed.</p> <p>In North America, our dealers employ more than 53,000 people across the machine, energy, parts, and service divisions. Of this number more than 8% (4400) are in machine and parts sales; more than 39% (21,000) are in in service and support.</p> <p>The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in-territory support of 5-8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up-to-date product information, and maintaining the ease of doing business in an increasingly connected marketplace.</p>

24	Dealer network or other distribution methods.	<p>The CAT dealer network is key to the success of our company. Within Canada and the United States, we have more than 800 dealer owned locations that rent equipment. Please refer to our directory listing of CAT dealers locations and locations map in the attached "Additional Documents" zip file / "Cat Dealer Rental Locations-Canada &amp; U.S." folder. are independently owned, and many cover an entire state or province. (In some cases, dealers cross state/provincial boundaries, and in other cases, more than one dealer will be located in a state.) Each dealer has multiple branch locations and a mobile service fleet that can serve customers regardless of location. These are all physical locations our governmental customers may use.</p> <p>Because of the size of CAT dealers, they are exceptionally capable to serve governmental customers. Collectively, CAT dealers' large net worth permits them to stock a high volume of replacement parts – allowing governmental customers the fastest turnaround on parts availability and repair time.</p> <p>CAT dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well.</p> <p>Please refer to the CAT dealer rental locations list and map included as attached documents.</p>
25	Service force.	<p>We at Caterpillar are very proud of the saying: "The sales department sells the first machine; the service department sells every one after that." The CAT dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These people are supported with the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because CAT dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "Think Big," we are able to keep the pipeline of high quality employees full.</p> <p>In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support.</p> <p>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in-territory support of 5-8 Caterpillar parts/service employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhered to, and repair questions are answered quickly. We exceed our 95% 1-hour response rate target in responding to dealer service inquiries.</p>

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We are proud that our reputation stands on having the customer support in the industry. In fact, our capabilities are industry leading. Should a customer ever have a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, Caterpillar will cover that completely within the standard warranty period. Every Caterpillar dealer has a common detailed service process in place. Caterpillar supports and verifies that the dealer service technicians are supplied with the tools and equipment needed to repair all Caterpillar products.</p> <p>Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting, and Disassembly and Assembly manuals. These manuals are provided for every Caterpillar product. Each dealer also has one or more "Technical Communicators" who is dedicated to supporting the service technicians by acting as a liaison between their shop personnel and Caterpillar.</p> <p>The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour.</p> <p>Depending on a customer's needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs:</p> <ul style="list-style-type: none"> <li>• Cat EM Solutions</li> <li>• Cat Equipment Care Advisor-Monitor</li> <li>• Cat Equipment Care Advisor-Protect</li> <li>• Cat Inspect</li> <li>• Condition Monitoring</li> <li>• Customer Support Agreements</li> <li>• S-O-S Services</li> </ul>
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We are happy to serve all geographic areas and all Sourcewell Member sectors, within the United States with our complete product and service offering through Sourcewell.</p> <p>Caterpillar has successfully utilized Sourcewell to sell machines in 49 States and Canada.</p>
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are happy to serve all geographic areas and all Sourcewell Member sectors, within Canada with our complete product and service offering through Sourcewell.</p> <p>In fact, we see the Canadian market as a significant growth opportunity for Sourcewell use and will actively encourage its use.</p> <p>Caterpillar is gaining significant momentum with Canadian sales through Sourcewell contract #032119-CAT. In 2018, Caterpillar sales growth in Canada for machines through 032119-CAT increased nearly 400% over the previous year.</p>

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>CAT dealers maintain over 800 equipment rental locations that serve every state and province throughout the United States and Canada. Caterpillar has successfully utilized Sourcewell to sell machines in 49 States and Canada.</p> <p>We are happy to serve all geographic areas within the United States and Canada with our complete product and service offering through Sourcewell.</p> <p>Cat dealers are independently owned businesses. Consequently, before dealers can participate in national accounts contracts, including those resulting from proposals to Sourcewell RFPs such as 062320; they must "opt-in" by signing a Dealer Participation Agreement with Caterpillar Inc. Please refer to Table 16: Exceptions to Terms, Conditions, or Specifications For, contract section 2 for further explanation regarding CAT dealer participation.</p>	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>We are happy to serve all Sourcewell Member sectors, within the United States and Canada with our complete product and service offering through Sourcewell.</p> <p>Caterpillar's cooperative purchasing and rental contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting any other cooperative purchasing contracts.</p> <p>Cat dealers are independently owned businesses. Consequently, before dealers can participate in national accounts contracts, including those resulting from proposals to Sourcewell RFPs such as 062320; they must "opt-in" by signing a Dealer Participation Agreement with Caterpillar Inc. Please refer to Table 16: Exceptions to Terms, Conditions, or Specifications Form, contract section 2, for further explanation regarding CAT dealer participation.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no restrictions or limitations for sales to members in Hawaii, Alaska, or U.S. Territories. However, because products available in Hawaii, Alaska, or U.S. Territories are different from those within the U.S. and Canada, we may need to adjust our product list and provide revised pricing as Sourcewell expands to serve these markets.</p>	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
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<p>32</p>	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Our current marketing strategy with Sourcewell contract #032119-CAT proves to be effective, with year over year sales growth through this contract; including over 75% in 2019 vs. the previous year. Should we be fortunate enough to be awarded a contract for equipment rental in response to RFP #062320, we will proudly announce the award publicly through our multiple customer facing touchpoints which may include:</p> <ul style="list-style-type: none"> <li>• Press Release</li> <li>• Governmental Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada)</li> <li>• Government Training &amp; Safety Days (governmental customer training events at Caterpillar facilities)</li> <li>• Announcement in our monthly governmental customer eNewsletter</li> <li>• Announcement on our social media channels (FB, Instagram, LinkedIn)</li> <li>• Feature on our governmental focused website: <a href="http://www.cat.com/governmental">www.cat.com/governmental</a></li> <li>• Display mentions at all governmental tradeshows we attend</li> <li>• Updated literature with the new contract information.</li> </ul> <p>Some examples are included as attached documents. However, we will use the opportunity of this newly awarded contract to update and redesign our materials to include our equipment rental offering.</p>
<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Caterpillar and the CAT dealer network are leaders in using emerging technologies to reach our customers. We manage several Facebook pages, Instagram, LinkedIn, etc. and can target governmental segments separately. We also look at past purchase history and financing information to recognize in advance when customers may be considering replacing machines that they own.</p> <p>We have a subscription to a third-party database (Deltek) which we use to monitor future funding. It is our intention to reach out (via CAT dealers) to these potential customers and recommend the Sourcewell solution as they prepare for future purchases and equipment rentals.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We count on Sourcewell to promote themselves, awarded contracts and the viability of cooperative purchasing and rental in general. We appreciate Sourcewell's presence in industry media, tradeshow, and their web presence. We also appreciate Sourcewell's 'Get to Know You' training forums, which many Caterpillar dealer sales teams have attended throughout the United States. While Sourcewell should continue their currently strong marketing efforts, we believe it is also our responsibility to promote the contract with our customer base. Some examples of our marketing efforts are mentioned in our response to line item 32. We will also encourage these conversations between our sales force and the buyers and influencers who are considering our equipment for purchase.</p> <p>As Sourcewell is already well on the way to be the preferred selling method to non-federal governmental entities by Cat dealers, we will also encourage them to utilize the rental contract as well. There is a team of dedicated corporate governmental specialists whose job is to assist dealers with sales and rentals. These team members are experts in cooperative purchasing and work daily with customers and dealers to answer questions and to facilitate its use.</p> <p>Caterpillar also has a Governmental Affairs team who will continue to work closely with Sourcewell's Governmental Affairs staff, when necessary, to lobby for procurement codes that allow the use of Cooperative Contracts.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our parts division lends itself best to e-procurement and many CAT dealers offer that capability to customers via a dealer portal.</p> <p>Our machines are complex and often custom-configured. A consultative salesperson is integral to ensuring that machines are configured and built to perform well in their expected duties. For this reason, we do not offer a company-wide e-procurement option. Our dealers are innovators however, and if they offer e-procurement now or in the future we are pleased to allow Sourcewell members to use that option.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific additional training and it would be negotiated between the dealer and the customer.</p> <p>Caterpillar also offers training programs directly to customers in three areas – operation, safety, and service. Members may access courses online, via CDs, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instructor-led courses can be conducted at one of our dedicated training facilities in the US, or on a customer's local site using their own equipment.</p> <p>Advanced repair courses may occasionally be made available to non-dealer mechanics. Current course options are available through dealer product support departments. These courses have a fee which varies according to class length and materials.</p>	*
37	Describe any technological advances that your proposed	Technology is a key product differentiator for Caterpillar. To	

products or services offer.

describe each of them in detail would expand the length of this response beyond a reasonable level. For brevity, key technologies are referenced below. More detail is available on our product pages on [www.cat.com](http://www.cat.com).

Remote monitoring and telematics are available on every machine. This allows customers and dealers to monitor machine health and operation with the intent of early issue detection. Through our proprietary fleet monitoring software, we are leaders in using technology to prevent unexpected downtime.

#### Motor Graders

- Auto shift Transmission – maintains consistent torque through shifts with reduced forces and variations
- Eco Mode - Save up to 10 percent on fuel consumption
- Blade Slope Meter - Reduces the dependence on manual grade checking.
- Cross Slope Indicate - provides a real time readout of cross slope on the machine display
- Auto Cross Slope - Save up to 40 percent in material with the Cat GRADE Cross Slope feature
- Cat Grade - Ensures machine readiness for additional 2D/3D grade control technologies
- Stable Blade - Senses blade bounce before the operator to reduce manual throttle use and site rework
- Rearview Camera - enhances visibility along with a heated lens to prevent snow buildup

#### Dozers

- Auto shift Transmission with Lockup Torque Converter – Saves up to 20% of fuel with no operator input
- Electric Drive Transmission (option) – Saves up to 35% of fuel with no operator input
- Slope Indicate - provides a real time readout of cross slope on the machine display
- Slope Assist - automatically maintains blade slope without a GPS signal
- Cat Grade with 3D - enables operators to improve grading efficiency, accuracy, and productivity in both production dozing and finish grading applications
- AutoCarry – automatically controls blade lift for more consistent blade loads and less track slip
- Stable Blade – monitors blade pitch and automatically controls the blade for smoother finishes
- Rearview Camera - enhances visibility with HD quality and back-up lines

#### Excavators

- Eco Mode - automatically adjusts engine and hydraulic power for the highest fuel efficiency—less power for tasks such as swinging and more power for digging
- Cat Grade with 2D - helps operators reach grade faster eliminating grade checkers
- Cat Grade with 3D – increases productivity and expands grading capabilities
- Dig Assist – Automatically controls boom and bucket movements to deliver more accurate cuts with less effort
- Payload measuring - delivers precise load targets with on-the-go weighing
- eFencing - automatically stops excavator motion using boundaries you set in the monitor for the entire working envelope—above, below, sides and front
- Birds eye 360 view Camera - rearview and right-side-view cameras always keep operators aware of their surroundings

#### Wheel Loader

- Electric Drive Transmission (option) - Maintains productivity while operating 25 percent more efficiently
- Eco Mode - reduces fuel consumption with minimal



	<p>impact to productivity</p> <ul style="list-style-type: none"> <li>• Payload measuring - brings payload weighing to the cab so operators can work more productively and deliver accurate loads with confidence</li> <li>• Ride Control - works as a shock absorber, improving ride quality over rough terrain</li> <li>• Object Detect – increases operator awareness around the machine and provide alerts to help keep people and assets safe on the job site</li> <li>• Rearview Camera - enhances visibility with HD quality</li> </ul> <p>Backhoe</p> <ul style="list-style-type: none"> <li>• 4WD Auto Shift 6 speed Transmission with Lockup Torque Converter - allows effortless gear and direction changes while maintaining continuous traction throughout the work cycle for better torque and added fuel efficiency</li> <li>• Ride Control - provides a much smoother ride in all applications</li> <li>• Variable Speed Steering – reduces number of steering wheel rotations when rotated faster.</li> </ul> <p>Skid Steer Loader/ Compact Track Loader</p> <ul style="list-style-type: none"> <li>• Remote Task – allows operator to precisely control the machine from a safe location</li> <li>• Cat “Intelligent Leveling” system (ILEV) provides industry leading technology, integration and features such as dual direction, self-leveling, work tool return-to-dig and work tool positioner</li> <li>• Speed Sensitive Ride Control - improves operation on rough terrain, enabling better load retention, increased productivity, and greater operator comfort.</li> </ul>
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<p>38</p>	<p>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p> <p>At Caterpillar, sustainability is an important commitment to building a better world. Sustainability is part of who we are and what we do every day – it is one of Caterpillar’s core values. We recognize progress involves a balance of environmental stewardship, social responsibility, and economic growth.</p> <p>We consider this as we work toward a vision of a world in which people’s basic needs – such as shelter, clean water, education, and reliable energy – are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people.</p> <p>Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America indices. The annual DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors.</p> <p>For more on sustainability at Caterpillar, please visit our 2019 Sustainability Report at: <a href="http://reports.caterpillar.com/sr/">http://reports.caterpillar.com/sr/</a> The 2020 report will be available in 2021.</p> <p>Examples of sustainability in action at Caterpillar follow below:</p> <p><b>INNOVATION:</b> Caterpillar aims to help customers use less fuel and generate fewer greenhouse gas (GHG) emissions. We continue to develop products with fewer direct emissions. In addition, we’re increasing our investment in high-efficiency energy conversion and electrification – working to increase power density, expand the use of alternative fuels, maximize efficiency of power systems, and introduce electrification into our product lines while significantly decreasing owning and operating costs. In doing so, we help our customers improve their own operations, while also driving our industry to</p>
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improve.

#### REMANUFACTURING:

Caterpillar strives to provide customers with quality equipment that delivers the best economic proposition for their business. We remanufacture (reman) and rebuild products and components that provide customers not only with immediate cost savings, but also help extend life cycles and use materials more efficiently. Rebuild programs increase the lifespan of equipment by providing customers with a restored product for less cost than buying new. A complete Cat® Certified Rebuild includes more than 350 tests and inspections, automatic replacement of approximately 7,000 parts and a like-new machine warranty. Caterpillar takes a systems view of the life of our products. We design and manufacture them for multiple lives, our dealers support and service them to maximize their value to the customer, and we remanufacture them at the end of their useful life to deliver the next generation of value. Our engineering and manufacturing expertise, field population and dealer organization make this possible. This total life cycle approach allows us to provide sustainable solutions that help customers build a better world.

#### FLEET EFFICIENCY:

Reducing waste and conserving natural resources on job sites are increasingly important goals of many of Caterpillar's customers as they seek to realize the full value of their assets on the job site. Our Job Site Solutions team works in partnership with Cat® dealers to help customers find innovative ways to improve their operations and be more competitive in the marketplace – solutions that often deliver additional sustainability benefits. For instance, optimizing fleet efficiency not only reduces costs, but can also improve the maintenance and component replacement cycles of individual machines. Better maintenance execution can extend the life of a machine, which in turn reduces raw material consumption.

#### RESPONSIBLE MANUFACTURING:

At our facilities, we work to minimize our environmental impact by focusing on energy conservation, GHG emission reduction, water conservation and waste reduction. We have set energy-efficiency targets in our operations since 1998 and have set GHG emission-reduction targets since 2003. We currently have operational targets for an increased reliance on alternative and renewable energy and a reduction in energy intensity and GHG emissions intensity.

As a manufacturer of heavy equipment, some of Caterpillar's operations are energy-intensive. But even in our most energy-dense environments, Caterpillar employees have found ways to implement innovative energy solutions that reduce our energy costs as well as our environmental impacts.

With respect to water, we recognize the far-reaching economic, social, and environmental implications that water scarcity may have in the future and have taken steps to reduce our consumption.

Finally, we are minimizing waste in our processes not only to reduce costs, but also to reduce our use of materials, energy, water, and land. We ultimately aim to reduce all waste generated by our production processes.

#### SUSTAINABLE CONSTRUCTION:

Our goal is to design all new facilities to meet Leadership in Energy and Environmental Design (LEED) or comparable green building criteria.

Facilities designed to the LEED criteria are more energy-

and resource-efficient than traditional construction. LEED facilities are also designed to create a healthier indoor environment for employees. All our facilities that completed construction in 2017 met LEED or comparable green building criteria.

By taking a critical look at every phase of our operations, teams have been able to uncover unexpected methods to reduce our footprint while maintaining or improving performance and customer satisfaction.

We are proud to share the following metrics:

METRIC

CHANGE FROM 2006 to 2019:

- Absolute Change in GHG Emissions 41% Reduction
- Operational Energy intensity 32% Reduction
- Waste Generation Intensity 21% Reduction
- Absolute Water Consumption 37% Reduction

METRIC

CURRENT LEVEL:

- Alternative/Renewable Energy Use 35.5%
- Waste Recycled 87.1%

Plants certified with ISO 14001:2004 Environmental Management System include:

- Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
- Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
- Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
- Mapleton - 14001:2004 self-certification - issued January 2013
- Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
- Reman Services - Franklin - ISO 14001:2004 - May 2017

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.

Plants certified with ISO 14001:2004 Environmental Management System include:

- Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
- Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
- Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
- Mapleton - 14001:2004 self-certification - issued January 2013
- Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
- Reman Services - Franklin - ISO 14001:2004 - May 2017

<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Two of our dealers in North America are owned by women, Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director.</p> <p>One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity program, which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran- and service-disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.</p> <p>Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.</p> <p>Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for diverse supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Diverse Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments, and which are not.</p>
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41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p><b>RELIABLE RENTAL EQUIPMENT:</b>  CAT dealers keep their rental fleets fresh. Industry data demonstrates that the average age of rental equipment in CAT dealers' fleets, is consistently less than the rental industry as a whole. Please refer to in the attached "Additional Documents" zip folder for the "Rental Fleet Asset Age Comparison-Cat vs. Industry" chart for the data.</p> <p><b>BEST OVERALL VALUE / LOWEST LIFE CYCLE COST:</b>  Caterpillar products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.</p> <p><b>CAT SAFETY SERVICES / SAFETY FEATURES:</b>  In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.</p> <p>In addition to built-in safety features, we also offer a suite of aftermarket safety products and services that are unique in the industry.</p> <p>Caterpillar Safety Services offers culture, jobsite &amp; leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at <a href="http://www.cat.com/safety">www.cat.com/safety</a>. These products and services are available at a 15% discount from the list price.</p> <p>Technology Enabled Safety Solutions are tangible products designed to assist the implementation of a safety culture. We are pleased to offer these unique products at a 5% discount off list price.</p> <p>Examples of products and services available include (this list may be augmented as new products/services become available):</p> <ol style="list-style-type: none"> <li>Cat Detect suite of products (allows machines to sense people and objects near them)</li> <li>Driver Safety System (detects and reacts to signs of fatigue and distraction)</li> <li>Cat SmartBand (monitors activity and sleep data)</li> </ol> <p><b>PRODUCT ATTRIBUTES:</b>  Each product we sell offers unique operating, safety, and cost-savings advantages that are exclusive to Caterpillar. It is outside the scope of this response to itemize these differentiators. However, we provide many details on our web page at <a href="http://www.cat.com">www.cat.com</a>.</p>
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## Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims

**procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see Attachment D for details.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.
47	What are your proposed exchange and return programs and policies?	We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.
48	Describe any service contract options for the items included in your proposal.	<p>We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.</p> <p>1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:</p> <ul style="list-style-type: none"> <li>a) Powertrain</li> <li>b) Powertrain + Hydraulics</li> <li>c) Powertrain + Hydraulics + Technology</li> <li>d) Premier</li> </ul> <p>A description of all these options is included in the attached Equipment Protection Plans document.</p> <p>Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.</p> <p>2) Customer Value Agreements (CVAs): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.</p> <p>The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVAs are a useful tool to manage expenses. Most CVAs are bundled at the time of purchase; however, they may be added at any time.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	CAT dealers are independently owned businesses. As such, their payment terms vary, but all will be stated on individual rental agreements and invoices.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes. Participating CAT dealers offer both leasing and financing options to governmental members of Sourcewell, at rates lower than available to the general public.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:</p> <p>1) When a Sourcewell participating entity decides to rent from a participating Cat dealer, they simply include their Sourcewell member number and Sourcewell contract number on the Rental Delivery Order they issue to the participating Cat dealer.</p> <p>2) Upon acceptance of the rental order the participating CAT dealer issues the rental agreement to the Sourcewell participating entity, and at the entity's direction, either makes ready for pick-up or delivers the equipment.</p> <p>3) Commensurate with the entity's credit standing, the participating CAT dealer will invoice the entity at the conclusion of the contracted rental term or upon return of the equipment; whichever occurs first.</p> <p>4) If the rental is for an extended period of time, e.g. more than one month, the participating Cat dealer in consultation with the Sourcewell participating entity; may invoice the Sourcewell participating entity at a periodic interval, e.g. at the conclusion of each week or month.</p> <p>5) Upon payment receipt from the Sourcewell participating entity, the participating CAT dealer will, on a monthly basis, submit a report to Caterpillar of equipment rental transactions to participating Sourcewell members renting equipment using the Sourcewell-CAT rental contract. Such reports will include the member number provided to the dealer by the participating Sourcewell entity.</p> <p>6) On a monthly basis, Caterpillar will aggregate these reports . On a quarterly basis, Caterpillar will submit a consolidated report along with payment of the Sourcewell administration fee.</p> <p>Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Our pricing model is simple. Participating CAT dealers offer participating Sourcewell members, national not-to-exceed rental rates.</p> <p>Please refer to Attachment "2020 CAT RENTAL RATES-SOURCEWELL" which includes rates for the U.S. (pages 1-4) and Canada (pages 5-7) for nationwide daily, weekly, and monthly rental rates for a wide variety of CAT branded equipment, as well as a selection of popular equipment from other OEMs represented by CAT dealers.</p> <p>These Sourcewell not-to-exceed nationwide rental rates represent the maximum rate that a Participating Dealer may charge Sourcewell participating entities. Local rental rate market conditions vary greatly. Consequently, dealers may be able to offer additional discounts in their local markets.</p>	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Because rental rates vary considerably across the U.S. and Canada, the discounts applied in the attached "Cat 2020 Rental Rates-Sourcewell" rate schedule are net rates that include an average of 10% off already applied.</p> <p>Caterpillar strongly encourages Sourcewell members to ALWAYS contact their local participating CAT dealer and request rental rate quotes specific to the Sourcewell members equipment needs and the dealer's local market.</p> <p>Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions. Please refer to the attached documents and visit <a href="http://www.safely.cat.com">www.safely.cat.com</a> and <a href="http://www.safelyhome.cat.com">www.safelyhome.cat.com</a> for details on these services.</p>	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Participating CAT dealers are empowered to consider rental order volume, repeat rentals, member responsiveness, etc. They may offer participating Sourcewell members additional discounts and/or services at their discretion.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage Cat dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.</p> <p>Participating Sourcewell members and participating CAT dealers are responsible for including the Sourcewell membership number on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales or rentals and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.</p>	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no delivery fee to Sourcewell members who choose to pick-up equipment from their local participating CAT dealer. If delivery is requested, participating dealers may charge for haulage and permits that may be required.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their local participating Cat dealer. Dealers may charge fees for delivery to the member's location.	*



60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Equipment offered for rent can vary considerably in size and weight. If there are unique member requirements participating CAT dealers will be happy to discuss these on a case by case basis.
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**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	This proposal offers participating Sourcewell members the ability to receive consistent and guaranteed "not-to-exceed" rental rates valid nationwide in the U.S. and Canada, for the term of this contract. Whereas previously, members would be subject to variable local dealer pricing based upon equipment availability and market conditions at the time of the rental transaction.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.</p> <p>Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well.</p> <ul style="list-style-type: none"> <li>• After month end, we will gather rental transaction data attributed to participating Sourcewell members who rent equipment via the Sourcewell-CAT equipment rental contract number: (TBD) and aggregate it for our reporting.</li> <li>• After quarter end, Caterpillar Inc. will send the quarterly rental transaction report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.</li> </ul>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Similar to Sourcewell contract #032119-CAT; Caterpillar would be pleased to offer an administration fee of 0.50% of rental revenue only earned by participating CAT dealers from the rental of equipment to participating Sourcewell members through the Sourcewell-CAT equipment rental contract number: (TBD). Other charges, including transportation, environmental fees, re-fueling, repairs and damages, cleaning charges and taxes will not be included in the administrative fee. Caterpillar will pay this fee and will not ask Sourcewell members to pay this fee.</p> <p>Participating CAT dealers will be required to provide Caterpillar a summary of transactions in order to provide Caterpillar and Sourcewell the necessary details to perform upon the administrative fee payment.</p>

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Caterpillar is offering the rental equipment product lines as listed in the attached "CAT 2020 Rental Rates-Sourcewell" rate schedule. This includes over 130 items of Cat branded equipment as well as popular equipment from other OEM brands represented by participating CAT dealers. Participating CAT dealers also offer hundreds of work-tool attachments including augers, blades, brooms, buckets, forks, hydraulic hammers, and many more.</p> <p>In addition to rental machines and work tools, we are happy to offer members access to used machines, parts, service, extended service coverage plans, CVAs, products from Cat Safety Services, sourced goods, and open market items.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The construction and related equipment offerings include, but are not limited to: compressors, articulated trucks, articulated booms, backhoe loaders, cranes, crawler & wheel loaders, track dozers & loaders, rollers, dump trucks, tracked & wheeled excavators, forklifts, generators, HVAC equipment, compaction equipment including rollers, light utility vehicles, lighting equipment, motor graders, scissor lifts, skid steer and track loaders, sweepers and brooms, telehandlers, telescopic booms, trenching equipment, water trucks, and welders.

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

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

Line Item	Category or Type	Offered *	Comments
66	Construction Equipment (describe heavy, medium or light in Comment field)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability.
67	Construction Tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability.
68	Electrical Tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability.
69	Heating, Ventilation and Air Conditioning (HVAC) Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability.
70	Material Handling Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability.
71	Pumps	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability.
72	Concrete and Masonry Equipment and Tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability.
73	Public Works and Utility Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability.
74	Trucks and Trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability.

75	Waste and Debris Handling Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability.	*
76	Generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability.	*
77	Tree, Lawn, and Landscape Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Equipment in these categories include, skid steer loaders, compact track loaders, compact articulated wheel loaders, mini-hydraulic excavators, etc. Visit local participating CAT rental dealer for selection and current availability.	*
78	Snow and Ice Removal Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	This includes work-tools such as snow plows and snowblowers. Visit local participating CAT rental dealer for selection and current availability.	*
79	Facility Maintenance and Cleaning Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	This includes work-tools including rotary brooms, utility brooms, pickup brooms. Visit local participating CAT rental dealer for selection and current availability.	*
80	Safety Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability.	*
81	Temporary Shelters and Seating	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
82	Audio Visual Equipment and Public Address Systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
83	Portable Sign Boards, Portable Traffic Signals, Road Barricades and Signs	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
84	Environmental conditions or Emissions Monitoring Equipment, Calibration and Testing Equipment, and Imaging Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
85	Delivery, Installation or Setup, Removal, Repair, Maintenance, Equipment Training Programs, Safety Training Programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability.	*
86	Used Rental Equipment Sales	<input checked="" type="radio"/> Yes <input type="radio"/> No	Visit local participating CAT rental dealer for selection and current availability.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
87	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.	Caterpillar, Inc. collects rental transaction data from CAT dealers, industry trade associations, as well as 3rd party data analytics providers. We will closely monitor the total volume / value of rental business transacted with Sourcewell members under this contract within each participating CAT dealer's service territory.

88	Identify any additional costs not included in the rental equipment cost, such as delivery fees, loading and unloading fees, equipment fuel surcharges, environmental fees or permits.	<p>1. Freight / delivery fees- There is no delivery fee to Sourcewell members who choose to pick-up equipment from their local participating CAT dealer. If delivery is requested, participating CAT dealers may charge for haulage and permits that may be required.</p> <p>2. Environmental fees: The local participating CAT dealer may charge an environmental fee not to exceed 1.5% of the rental rate.</p> <p>3. Fuel Surcharges: As part of the pre-rental inspection process, equipment will generally be fully fueled unless prohibited by local ordinance. If equipment is returned with less fuel than when it was delivered, then the participating CAT dealer may charge the Sourcewell member for top-up fuel. Fuel charges are posted at the dealer shop and will be communicated when equipment is rented.</p> <p>4. Cleaning and damages: The participating CAT dealer may charge for cleaning equipment that is not returned clean and for damages caused by the Sourcewell member.</p> <p>5. Over hours or excess usage charges: If Participating Entity makes a greater use of the Rental Equipment, Participating Entity shall pay Participating Dealer additional rental charges for the excess use of the Rental Equipment as follows: for every hour of overtime the charge is equal to the applicable rate of the Rental Equipment Rental Price divided by the applicable maximum hours. Customer shall advise Participating Dealer when equipment is used more than a single shift.</p>	*
89	Describe your rent-to-buy option program for new rental equipment, if applicable.	CAT dealers are independently owned and the rent-to-buy options each offers will vary due to a number of factors including local market conditions. Sourcewell members interested in rent-to-buy options are encouraged to contact their local participating CAT dealer for locally available solutions.	*
90	Describe your used rental equipment sales program, if applicable.	<p>CAT Certified Used equipment is selected, inspected and serviced to a higher standard while still providing an economical purchase alternative. CAT dealers and CAT Finance have a massive inventory of used equipment for sale, from construction equipment and power systems to work tool attachments and allied products and more. Whether a Sourcewell member is looking for good used equipment, work-tools or an upgrade for an existing piece of equipment in their fleet; chances are, their local participating CAT dealer will have the equipment they need.</p> <p>CAT dealers currently have over 28,000 pieces of used equipment, generators, engines, and parts available for sale.</p> <p>Sourcewell members may purchase used equipment from the inventory of any CAT dealer in the U.S. and Canada at locally competitive prices.</p> <p>Please visit the CAT used equipment website for further details: <a href="https://catused.cat.com">https://catused.cat.com</a></p>	*
91	Describe any training programs related to this proposal, such as OSHA training, safety training, or other related certifications.	<p>Caterpillar and participating CAT dealers offer a comprehensive range of equipment operation and safety training.</p> <p><b>OPERATOR TRAINING:</b> Caterpillar Equipment Training Solutions (ETS) provides customers with training and support needed to improve the skill of their operators. The success of your construction or maintenance projects depends on the ability of your operators. Good equipment operators move the maximum amount of material in the minimum amount of time. They operate machines safely, and they know how to cut down on</p>	

unnecessary wear and tear. Learn how to elevate your operators to higher levels of proficiency and get the full potential out of your investment with Caterpillar's suite of operator training solutions.

Please visit our operator training website for further details: [https://www.cat.com/en\\_US/support/operations/operator-training1.html](https://www.cat.com/en_US/support/operations/operator-training1.html)

#### SAFETY SERVICES CONSULTATION & TRAINING:

Safety is a core Caterpillar value and integral to everything we do – from equipment design to operator training to service delivery. Work together with Caterpillar to improve safety and productivity using proven methodologies to drive sustainable safety culture excellence.

#### Safety Technology:

Reduce risk in, on and around heavy equipment in challenging site conditions. Caterpillar provides solutions to keep workers away from hazardous conditions while improving awareness and visibility, especially when equipment and people are working in close proximity.

- The safety of equipment operators and site support staff begins with safe and well-maintained equipment. Caterpillar provides equipment walk-around tools, technology and processes to ensure that equipment is regularly serviced, inspected and repaired, reducing the risk of injuries, incidents and property or equipment damage.
- Grade and compaction control systems reduce the need for surveyors in the path of heavy equipment while building haul roads. These features also provide the ability to map equipment avoidance zones for unsafe slopes, high-walls, underground crushers and other hazards.
- Object detection and visibility systems enhance operator awareness of the immediate environment around manned or remotely controlled equipment, whether it is a mobile machine or fixed equipment such as an underground longwall system.
- Operator fatigue and distraction results from a combination of long working hours, repetitive duties, demanding production schedules, solitary work environments and challenging jobsite environments. It reduces worker productivity, but more importantly increases the risk of accidents, injuries and their associated financial fallout. Caterpillar provides in-cab technology to detect operator fatigue and distraction and deliver real-time alerts to the driver and dispatcher. Our fatigue risk management services include shift-worker training to manage fatigue, supervisor training for fatigue identification and intervention, shift scheduling and roster analysis, and support for fatigue analytics/human error analysis.

#### Behavioral Operator Education:

Improve site productivity and operator safety. Safe operation of a mobile machine starts with understanding the capabilities and limitations of the machine and the skills and competencies of the operator.

- Operator training delivered by Caterpillar Certified Operator Trainers is customized for the unique skills and competencies of your operators as well as the specific machines in your fleet. Building on the basics of walk around inspections and standard operations, our program targets specific improvements identified at your site through equipment data analysis and site observations, enabling operators to maximize the safe operation of the machine.
- Accident and abuse analysis provides critical insight into how the machine is being operated. With an understanding of your site, the design and operating characteristics of the machine and data analysis we can identify operator techniques that adversely affect safe operation. Working together with the site management we

develop a monitoring, communication and training program that modifies operator behavior.

#### Safety Culture Development:

Build a sustainable culture of safety excellence. A culture of safety excellence is built by continuously improving processes, management systems and the underlying culture.

- Whether you're at the beginning of your safety journey or preparing to move to the next level, a cultural assessment will help you determine where to focus your continuous improvement efforts. The Safety Perception Survey from Caterpillar Safety Services reveals employee attitudes and beliefs to help you make fact-based, data-driven decisions.
- The successful development of a safety culture starts with the leadership of an organization and extends through all levels and functional areas to the front-line operators and site support staff. Caterpillar safety training programs and workshops, apply proven business principles to improve communication, elevate safety awareness, reduce complacency, and adopt action plans that eliminate risk. Our safety culture products help you elevate safety as a core business value.
  - o S.T.A.R.T.™ Safety performance is dependent upon leadership actions that demonstrate a relentless commitment to a culture of zero. Supervisor Training in Accountability and Recognition Techniques (S.T.A.R.T.™) elevates safety performance by demystifying safety management, providing managers and supervisors with the skills to impact safety perceptions and behaviors throughout your organization.
  - o Speak Up!/Listen Up! Effective communication is a cornerstone in building a strong, sustainable culture of safety excellence, but talking about safety doesn't always come naturally on the job site. Speak Up!/Listen Up! gives employees simple tools and a practical process for delivering and receiving safety-related feedback effectively.
  - o Recognize It! Focus on the positive and eliminate blame to further a culture of safety excellence. Recognize It! training provides the tools to help supervisors more effectively acknowledge what workers do right. The key take-away? As soon as a supervisor observes someone working safely, he or she needs to call it out in a timely, sincere and specific way.
- Our rapid improvement workshops engage front-line employees in developing systems that integrate safety activities into everyday processes. Use data from equipment, site conditions and operators to identify and mitigate risks. Establish the baseline, use root-cause analysis and leverage accountability and recognition to develop a sustainable solution.

**PUT OUR CAPABILITIES TO WORK IN YOUR BUSINESS**  
Caterpillar Safety capabilities can be provided as individual services, but are most valuable when delivered as part of a comprehensive plan to optimize site performance. For more information about optimizing your financial resources, contact an expert at [info@collaboratewithcat.com](mailto:info@collaboratewithcat.com) or visit [CollaborateWithCat.com](http://CollaborateWithCat.com).

Please refer to attached "CAT Safety Services Agreement National Accounts template.pdf" for description of services offering and applicable discounts that will be extended to Sourcewell participating entities.

92	Describe maintenance responsibility (e.g., vendor or end user) related to long-term rentals.	<p>Participating Dealer must, at its expense, perform all no periodic maintenance on the Rental Equipment. Normal periodic maintenance is included in the Rental Price, when Rental Equipment is operated by Customer within fifty miles of Participating Dealer's service facility. Participating Dealer will determine the periodic maintenance charges for Rental Equipment operated in excess of fifty miles from a Participating Dealer service facility. Customer must, at its expense, maintain the Rental Equipment in proper condition by performing adjustments and lubrication, set forth in the Operation and Maintenance Manual ("OMM"), including, without limitation: (a) on a daily basis checking and maintaining all hydraulic, transmission, cooling and fluid systems, tire pressure, and all battery fluid and charge levels; (b) on a daily basis checking teeth, cutting edges and tire conditions; (c) repairing and replacing damaged tires as needed; and (d) using the Rental Equipment in the manner prescribed by the applicable manufacturer. Except for the adjustments, lubrication, inspections and repairs described above, Customer shall not permit anyone to service, repair or alter the Rental Equipment without Participating Dealer's prior approval. If the Rental Equipment fails to operate properly or requires repair, Customer must immediately stop using the Rental Equipment and notify Participating Dealer of the mechanical condition or damage.</p> <p>As it pertains to any equipment on the attached "CAT 2020 RENTAL RATES-SOURCEWELL" rate schedule, where the rental rates are designated as "CALL"; scheduled maintenance charges are not included. In such case, the Customer and the dealer will price those separately.</p>	*
93	Describe procedures for repair or replacement of rental equipment that becomes inoperable during the rental period.	<p>Once the Sourcewell member takes delivery of the rental equipment, the local participating CAT dealer will be there to provide ongoing support. Members can reach their local participating CAT dealer by phone whenever they have questions or need technical support. Around-the-clock repair service is available to handle unexpected mechanical issues quickly and reduce unproductive downtime.</p> <p>Upon notification of equipment malfunction, local participating CAT dealer service personnel will attempt to initiate remote diagnostic troubleshooting procedures via CAT Product Link telematics technology (applicable to CAT brand equipment only) to determine the nature of the failure and if it can be resolved via a remote over-the-air software update to the equipment's onboard electronic control modules. If the problem cannot be resolved via remote diagnostics, then the local participating CAT dealer will promptly dispatch a field service technician to the customer's jobsite to attempt repair, typically within 2-4 hours. If the equipment cannot be repaired on site, the participating CAT dealer will promptly deliver a replacement unit typically, same day or next day dependent upon when the determination is made that the rented equipment cannot be repaired on site.</p>	*
94	Explain the procedures and timelines for providing equipment to a vendor or dealer location that does not have a piece of equipment in inventory.	<p>CAT dealers have over \$13 billion in rental fleet assets in the U.S. and Canada. Furthermore, CAT dealers maintain strong cooperative working relations with their neighboring CAT dealers. In the unlikely event that the member's local participating CAT dealer does not have the requested equipment type / size currently available in their yard; the dealer has the capability to leverage their neighboring dealers' fleet. However, due to variability in availability and market conditions, this may result in a locally negotiated rental rate that may be different than the Sourcewell rental rate. In such case, the rate would be negotiated between the member and the local participating CAT dealer before awarding a rental order.</p>	*

95	Describe the extent to which your proposal includes a customer owned equipment repair program. If applicable, describe the types of repair procedures, including transportation, on-site repair, labor and parts costs, or warranty offering.	<p>For Sourcewell members who would like assistance from their local participating CAT dealer with maintenance and repair of the members' owned equipment fleet, they can schedule the work themselves as needed, or the participating local CAT dealer have available, a variety of CVAs (Customer Value Agreements). These are completely customizable, but they offer starting points for several levels with corresponding price points which vary by product. Members should contact their local participating CAT dealer for alternative options such as:</p> <ul style="list-style-type: none"> <li>• Customer performed preventative maintenance - the local participating Cat dealer will provide the necessary parts per the maintenance schedule; the member will do the work.</li> <li>• The local participating Dealer performs preventative maintenance - the dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.</li> <li>• Component maintenance and repair agreement - the participating local CAT dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.</li> <li>• Total maintenance and repair agreement - the participating local Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.</li> </ul>
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### Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should OT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday June 23, 2020 14:38:10
  - [Marketing Plan/Samples](#) - Marketing Plan- Samples.zip - Tuesday June 23, 2020 14:40:13
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Attachment D - Warranty Statements.pdf - Tuesday June 09, 2020 09:46:05
  - [Pricing](#) - CAT 2020 RE TAL RATES-SOURCEWELL.pdf - Tuesday June 23, 2020 12:47:26
  - [Additional Document](#) - Additional Documents.zip - Tuesday June 23, 2020 15:34:38



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

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

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

Assets Control of the United States Department of the Treasury found at:  
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

- b. Included on the government-wide exclusions lists in the United States System for Award Management found at:  
<https://www.sam.gov/portal/3>; or
- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_8_Equipment_Rental_RFP_062320</b> Mon June 15 2020 09:00 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_Equipment_Rental_RFP_062320</b> Tue June 9 2020 03:02 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Equipment_Rental_RFP_062320</b> Mon June 8 2020 03:27 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Equipment_Rental_RFP_062320</b> Wed June 3 2020 04:28 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Equipment_Rental_RFP_062320</b> Wed June 3 2020 07:49 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Equipment_Rental_RFP_062320</b> Mon June 1 2020 09:20 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Equipment_Rental_RFP_062320</b> Tue May 12 2020 04:30 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Equipment_Rental_RFP_062320</b> Tue May 5 2020 02:24 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT #062320-CAT**

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **SOURCEWELL** and **CATERPILLAR INC.** (Vendor).

WHEREAS, Sourcewell and Caterpillar entered into a Contract (#062329-CAT) having an effective date of September 17, 2020, ("Contract");

WHEREAS, pursuant to Section 10. A. Assignment therein, Caterpillar may subcontract certain obligations to its dealers, including in some cases dealers in Canada;

WHEREAS, the parties desire to amend Section 20. Insurance of the Contract to account for the different insurance products available in Canada when a subcontract is issued to a dealer located in that country; and

NOW THEREFORE, in consideration of the mutual promises made herein and intending to be legally bound hereby, Sourcewell and Caterpillar agree as follows:

Section 20. Insurance A. Requirements of the Contract is amended to add the following after the last paragraph of subsection A:

*Canadian Dealers:*

In the event Vendor subcontracts its obligations hereunder to a Dealer in Canada pursuant to Section 10. A. ("Canadian Dealer"), at its own expense the Canadian Dealer must maintain insurance policy(ies) in effect at all times during the performance of this Contract with coverage and limits of insurance not less than the following:

1. *Workers' Compensation.* Canadian Dealer shall at all times comply with the applicable requirements of the Workers' Compensation Act of Alberta as amended or substituted from time to time (or equivalent statutory requirement within the jurisdiction where the Services shall be performed) and shall, upon demand by Sourcewell, deliver to Sourcewell a certificate from the Workers' Compensation Board (or other equivalent entity) showing that the Canadian Dealer is registered and in good standing with the Workers' Compensation Board (or other equivalent entity).
2. *Commercial General Liability Insurance.* Canadian Dealer will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from third party bodily injury, property damage, contractual liability and non-owned automobile liability. All required limits, terms and conditions of coverage must be maintained during the performance of this Contract.

Minimum Limits:

- CDN 3,000,000 Each Occurrence (inclusive of bodily injury and/or property damage)
- CDN 5,000,000 Aggregate for Products & Completed Operations
- CDN 5,000,000 General Aggregate

3. *Automobile Liability Insurance.* During the performance of this Contract, Canadian Dealer will maintain insurance covering any and all motor vehicles owned, operated or licensed by Canadian Dealer and used in the performance of this Contract.

Minimum Limits:

CDN 3,000,000 per occurrence

Failure of Canadian Dealer to maintain the required insurance during its performance under the Contract bar the Canadian Dealer from performance under this Contract.

Except as amended by this Amendment, the Contract remains in full force and effect.

**Sourcewell**

**Caterpillar Inc.**

DocuSigned by:  
 By: Jeremy Schwartz  
C0FD2A139D06489...  
 Jeremy Schwartz, Director of Operations/CPO

DocuSigned by:  
 By: Brenda Schmidt  
11D2659E7DFB4C6...  
 Brenda Schmidt National Accounts Manager, N.A.

Date: 7/13/2022 | 12:31 PM CDT

Date: 5/26/2022

Approved:

DocuSigned by:  
 By: Chad Coquette  
7E42B8F817A64CC...  
 Chad Coquette, Executive Director/CEO

Date: 7/13/2022 | 12:58 PM CDT



Commission Meeting Date: September 20, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Acceptance of Safety and Equipment Grant from the Federal Emergency Management Agency (FEMA) through the Assistance to Firefighters Grant (AFG) for Self-Contained Breathing Apparatus (SCBA) and supplies.

**From:** Jeremy M. Jones, Fire Chief

**Initiated By:** Jeremy M. Jones, Fire Chief

**Presented By:** Jeremy M. Jones, Fire Chief

**Action Requested:** Accept award amount of \$99,545.45 from AFG for Operations and Safety Equipment for Great Falls Fire Rescue and the City of Great Falls.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the FEMA AFG grant award in the amount of \$99,545.45 for the purchase of SCBA equipment and cylinders.”

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 and accept the FEMA AFG grant for SCBA equipment and cylinders in the amount of \$99,545.45.

**Summary:** Great Falls Fire Rescue was approved by City Commission action to apply for the FY2021 AFG opportunity for Operations and Safety equipment. This request was part of an overall request from FEMA for \$633,612.99. GFFR requested this amount in an attempt to replace operational equipment that has surpassed its service life and is in need of replacement. The amount of equipment needed surpasses the capabilities of the City’s normal budgetary process and is needed to replace aging equipment to maintain Fire and EMS operations.

GFFR was notified on September 9, 2022 that we were awarded partial funding of our original request in the amount of \$99,545.45 for the purchase of SCBA equipment and cylinders. As part of accepting this grant, FEMA/AFG that will pay 90% or \$99,545.45 of the total cost for the purchase of new self-contained breathing apparatus and cylinders and the City’s 10% AFG match would be \$9,954.55 for a total approved budget of \$109,500.00. The City’s match would come from our safety equipment budget line items.

**Background:** The City of Great Falls has not been able to replace a large amount of specialty equipment and safety gear due to the increased cost of equipment. GFFR has a line item budget of \$50,000.00 for safety equipment to cover these expenses. Due to the amount of equipment needing to be replaced, it is not feasible to attempt to address these items through normal budgetary means. We have utilized the safety equipment accounts to provide for matching fund allotments in the past when we have been successful through the granting process.

During FY 2022 budget process, it was recommended and approved for GFFR to purchase up to \$25,650.00 of SCBA cylinders to replace those that had failed their inspection through a one-time use of ARPA funds. By combining the approved budget and grant funding, GFFR will be able to replace all decommissioned cylinders and stock all of our reserve apparatus.

If approved, GFFR will immediately request a quote and enter a purchase order through our purchasing cooperative group for this equipment as we were informed that prices are being increased as of October 1, 2022.

**Fiscal Impact:** The cost of firefighting safety equipment is \$109,500.00. The Assistance to Firefighters Grant shall pay 90% or \$99,545.45 and per the grant agreement; the City shall pay a 10% match of the total cost or \$9,954.55.

**Alternatives:** Reject the grant award and determine other avenues to replace the equipment.

**Attachments/Exhibits:** The Assistance to Firefighter Grant award letter No. EMW-2021-FG-07950.

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 09/04/2022



Katie Brewer  
CITY OF GREAT FALLS  
PO BOX 5021  
GREAT FALLS, MT 59403

EMW-2021-FG-07950

Dear Katie Brewer,

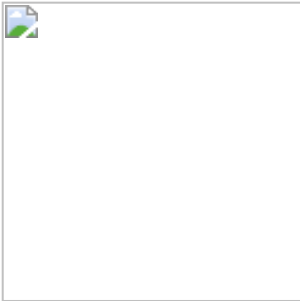
Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$99,545.45 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$9,954.55 for a total approved budget of \$109,500.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,



PAMELA WILLIAMS  
Assistant Administrator, Grant Programs



# Summary Award Memo

**Program:** Fiscal Year 2021 Assistance to Firefighters Grant  
**Recipient:** CITY OF GREAT FALLS  
**UEI-EFT:** MD9MA1227F25  
**DUNS number:** 060267093  
**Award number:** EMW-2021-FG-07950

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

<b>Object Class</b>	<b>Total</b>
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$109,500.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$99,545.45
Non-federal	\$9,954.55
<b>Total</b>	<b>\$109,500.00</b>
Program Income	\$0.00

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

### Approved request details:

## Equipment

## Hose (Attack/Supply)

### DESCRIPTION

Circul-air series 200A- Rotojet hose washer. This washer effectively removes mud, gravel, grass and other potential toxins and carcinogens from hose. No other method is available to thoroughly deep clean hose. Hydrocarbons can carry 90% of the toxins, including carcinogens, produced at a fire. Our organization has a strong history of extending the life of our hose by aggressively cleaning and maintaining what is used at fires. This hose washer would enable us to help our cancer reduction efforts as well as maintain our hose to ensure operational readiness.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$13,904.00	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from 1 to 0

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## EMS Training Aids

### DESCRIPTION

High fidelity training manikins are the standard of EMS training. Great Falls Fire Rescue currently has an aging ALS Megacode Kelly manikin that has been in service for 5 years and gets used multiple times each month. Without a service plan, this manikin is showing its use with regard to repeated airway maneuvers being performed on it, multiple IV access sites and many, many rounds of CPR being performed. The cost to replace the manikin is \$13,738.90. To adequately train on various sizes and ages of manikins, we would could use a Simulaids STAT Baby manikin which costs \$5056.95. Due to the high risk low volume of pediatric cardiac arrests, this is really the only way to train paramedics and EMT's for this event. Also, with the use of IO drills routinely on cardiac arrest patients, having an IO trainer would only enhance the care when applying it to patients. A Simulaids Humerus Intraosseous trainer is \$411.95. High fidelity training manikins are the standard of EMS training. Great Falls Fire Rescue currently has an aging ALS Megacode Kelly manikin that has been in service for 5 years and gets used multiple times each month. Without a service plan, this manikin is showing its use with regard to repeated airway maneuvers being performed on it, multiple IV access sites and many, many rounds of CPR being performed. The cost to replace the manikin is \$13,738.90. To adequately train on various sizes and ages of manikins, we would could use a Simulaids STAT Baby manikin which costs \$5056.95. Due to the high risk low volume of pediatric cardiac arrests, this is really the only way to train paramedics and EMT's for this event. Also, with the use of IO drills routinely on cardiac arrest patients, having an IO trainer would only enhance the care when applying it to patients. A Simulaids Humerus Intraosseous trainer is \$411.95.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$411.95	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from **1** to **0**

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Hose (Attack/Supply)

DESCRIPTION

1 ¾ X 50 foot double jacketed, anti-kink, lightweight combat hose. This hose is a very durable, low pressure, high volume hose that has low drag resistance and is easier to pull. It all comes with a 1 year all hazards warranty and a 10 year general warranty. This hose would replace all front line apparatus attack lines. Existing hose would be rotated to reserve apparatus. Currently, we have a reserve with no hose on it due to hose shortages.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$293.00	\$0.00	Equipment

CHANGE FROM APPLICATION

**Quantity** from 74 to 0

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Hose (Attack/Supply)

DESCRIPTION

Rice Electric Hose Tester. This is a 2 outlet 3 GPM 500 PSI unit that is NFPA 1962-7 and RMA standard compliant. Currently we are using a “homemade” unit that is not NFPA compliant and becoming dangerous. This unit would be shared by two stations to test our hose. As stated above, we maintain our equipment with vigilance and ensure it is ready when needed. This tester would enable us to safely and effectively test hose annually as required.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$2,782.00	\$0.00	Equipment

CHANGE FROM APPLICATION

**Quantity** from 1 to 0

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## EMS Training Aids

### DESCRIPTION

High fidelity training manikins are the standard of EMS training. Great Falls Fire Rescue currently has an aging ALS Megacode Kelly manikin that has been in service for 5 years and gets used multiple times each month. Without a service plan, this manikin is showing its use with regard to repeated airway maneuvers being performed on it, multiple IV access sites and many, many rounds of CPR being performed. The cost to replace the manikin is \$13,738.90. To adequately train on various sizes and ages of manikins, we would use a Simulaids STAT Baby manikin which costs \$5056.95. Due to the high risk low volume of pediatric cardiac arrests, this is really the only way to train paramedics and EMT's for this event. Also, with the use of IO drills routinely on cardiac arrest patients, having an IO trainer would only enhance the care when applying it to patients. A Simulaids Humerus Intraosseous trainer is \$411.95.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$5,056.95	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from **1** to **0**

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Appliance(s)/Nozzle(s)

#### DESCRIPTION

Mid Matic hand line nozzle with folding pistol grip and stream straighteners. These nozzles will be used to achieve proper GPM flows and streams in double jacketed, anti-kink, light weight, low pressure and high volume combat hose. These nozzles would be for our frontline apparatus that serve our community and adjoining fire districts. The new nozzles would replace nozzles that were purchased pre-1995.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$1,111.00	\$0.00	Equipment

#### CHANGE FROM APPLICATION

**Quantity** from 8 to 0

#### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## Monitor/Defibrillator - 15 leads

### DESCRIPTION

Great Falls currently has 8 Lifepak 15 Cardiac monitors. 5 of the monitors are up to five years old. Of the remaining 3 monitors, 2 are refurbished monitors that were purchased due to the cost reduction. We are still short one cardiac monitor and have been using an older ZOLL E-Series cardiac monitor which is beyond its service life. This monitor does not have the capability to assess a 12 Lead ECG or even transmit information to the receiving Level 2 Trauma Center. Being able to update 2 monitors and have the third monitor to replace the ZOLL, would ensure the consistency of equipment. The cost of 3 cardiac monitors with carbon-monoxide monitoring, Non-invasive blood pressure monitoring, rainbow technology and Bluetooth transmission capabilities, would cost a total of \$118,304.64. Each unit has been quoted at \$34,526.20 with a service plan of \$8,640. We would be able to trade in our oldest ZOLL monitor for \$2500, which would offset the cost of new monitors.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$34,526.20	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from **3** to **0**

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.



### Thermal Imaging Camera (Must be NFPA 1801 Compliant)

#### DESCRIPTION

Bullard NXT thermal imager. If awarded this grant GFFR would purchase 10 Bullard NXT thermal imagers to equip all frontline and reserve apparatus. The Bullard NXT would bring us into alignment with NFPA 1801. We currently do not have thermal imagers for all crews and the models we have are outdated and only work sporadically. The Bullard NXT is designed for long service life and boasts the longest battery run time, best image quality and the first wireless charging systems and have the industry's leading imager and battery warranty. This warranty is very important as batteries are the root cause of much of our down time Thermal imaging capability has become a must in today's fire service to keep firefighters safe and also increase survivability profiles of people needing rescue.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$9,200.00	\$0.00	Equipment

#### CHANGE FROM APPLICATION

**Quantity** from **10** to **0**

#### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Appliance(s)/Nozzle(s)

DESCRIPTION

Task Force Tip Sho-Flo fire flow meter. This device allows for measuring fire flows to ensure our nozzles are operating to specs and helps figure accurate fire flows to ensure effective flows are being achieved. This device is part of an overall hose maintenance and testing program.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$1,070.00	\$0.00	Equipment

CHANGE FROM APPLICATION

**Quantity** from 1 to 0

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Hose (Attack/Supply)

DESCRIPTION

Portable fire hose gross decon washer is a device that would allow us to “gross decon” our hose before it even departs the fire scene. This helps prevent bringing carcinogens into our apparatus or into our stations. This is a small portable unit that can be shared by all units on scene. It is a small device with a big impact on our overall cancer reduction campaign.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$588.00	\$0.00	Equipment

CHANGE FROM APPLICATION

**Quantity** from 1 to 0

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## PPE Washer/Extractor/Dryer

### DESCRIPTION

Unimac 55lb commercial soft mount washer extractor with preform micro controls, inverter drive with 400 G force extract. GFFR is eager to add 2 extractors among our 4 stations to help our cancer reduction efforts. This unit would be one of two requested and be a “ soft mount “ unit which is used in buildings with basements underneath where the unit would be located. We would put this unit on our East side of town and another would be located on the west side. This unit would be a huge help in our cancer reduction campaign. It would also help us prolong the service life of our bunker gear which we take immense pride in caring for. This unit would be an additional step in our cancer reduction campaign. We have already installed a Magna-Grip diesel exhaust recovery system, built separate ventilated bunker gear storage areas, created stringent on scene and clean cab protocols and a matching safety culture through a robust educational campaign within our department.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$17,545.00	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from 1 to 0

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## Respirator Decontamination System

### DESCRIPTION

Solo Rescue SCBA decontamination washer with gear holder, installation kit and decon solution. This is a complete system that is proven to decontaminate complete sets of SCBA, without taking apart the equipment. It has a unique construction with a rotating wash basket and specially designed wash nozzles that ensures the decontamination of dangerous carcinogens. This unit would dramatically improve our SCBA decon procedures and equipment as well as the time needed to clean them because the units can be cleaned assembled. This is a huge factor in maintaining capability because we do not have multiple sets. We use the same SCBA on every fire. Safely decontaminating our SCBA in a timely manner ensures our community a timely response and protects our responders from carcinogens. We do mostly all of our own repair and preventative maintenance. This system would help us extend the service life of costly but mandatory safety equipment.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$28,683.55	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from 1 to 0

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## PPE Washer/Extractor/Dryer

### DESCRIPTION

6-gear Firehouse Express drying cabinet. This unit would be used in conjunction with the extractors, SCBA washers to quickly and safely decontaminate and clean safety PPE. This unit greatly reduces the out of service time needed for drying PPE, which gets our firefighters back into their front line bunkers much faster. We currently air dry bunkers in a boiler room that is small, crowded and certainly not ideal. A safe, efficient and quick system to clean and dry bunker gear would ultimately keep our response capability and reduce the need of personnel to wear second line unsafe bunker gear. This unit will also give us a resource to prolong the service life of costly bunker gear.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$10,184.00	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from 1 to 0

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Hose (Attack/Supply)

DESCRIPTION

Durable webbing high rise hose packs that secure hose for high rise standpipe operations. These packs ensure hose and nozzles stay secure during transport and movement to standpipe locations. They come with safety carry straps that are more user friendly and easier to carry. This will secure equipment and reduce the risk for injuries from high rise hose and nozzles that are “duck tapped” together and thrown over a shoulder to carry.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$240.00	\$0.00	Equipment

CHANGE FROM APPLICATION

**Quantity** from 6 to 0

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Ropes, Harnesses, Carabiners, Pulleys, etc.

DESCRIPTION

300 foot sections of ½ inch static rescue rope with storage bag. This rope is NFPA compliant and is needed to perform rescues at multiple locations surrounding our community and county. Recent responses were hindered and delayed due to not having long enough rescue rope. This is a basic necessity during technical rescue responses.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$518.00	\$0.00	Equipment

CHANGE FROM APPLICATION

**Quantity** from 2 to 0

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Hose (Attack/Supply)

DESCRIPTION

5" X 100 foot nitrile rubber large diameter supply hose with stortz connections. Our LDH supply hose on frontline apparatus have been failing and repaired multiple times. This shortage leaves some of our trucks not able to stretch a city block to connect to a hydrant. 6 additional sections would ensure all front line trucks have adequate supply hose.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$856.00	\$0.00	Equipment

CHANGE FROM APPLICATION

**Quantity** from **6** to **0**

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## EMS Training Aids

### DESCRIPTION

High fidelity training manikins are the standard of EMS training. Great Falls Fire Rescue currently has an aging ALS Megacode Kelly manikin that has been in service for 5 years and gets used multiple times each month. Without a service plan, this manikin is showing its use with regard to repeated airway maneuvers being performed on it, multiple IV access sites and many, many rounds of CPR being performed. The cost to replace the manikin is \$13,738.90. To adequately train on various sizes and ages of manikins, we would use a Simulaids STAT Baby manikin which costs \$5056.95. Due to the high risk low volume of pediatric cardiac arrests, this is really the only way to train paramedics and EMT's for this event. Also, with the use of IO drills routinely on cardiac arrest patients, having an IO trainer would only enhance the care when applying it to patients. A Simulaids Humerus Intraosseous trainer is \$411.95.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$13,738.90	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from **1** to **0**

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.



<b>Appliance(s)/Nozzle(s)</b>				
DESCRIPTION				
Mid Force nozzles for high rise packs with folding pistol grips and stream straighteners. These nozzles would allow our front line engines to have high rise packs on them that have the capability to achieve required standpipe operation capabilities with flows and streams tat are effective. We currently have two frontline apparatus that do not have high rise standpipe packs on them due to a lack of nozzles and hose.				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$1,234.00	\$0.00	Equipment
CHANGE FROM APPLICATION				
<b>Quantity</b> from 2 to 0				
JUSTIFICATION				
This reduction is due to the score your project received at panels relative to other projects.				

## Power Lift Cot

### DESCRIPTION

Great Falls Fire Rescue is requesting 2 new ambulances through other COVID related money, but would have no money to equip the vehicles. We would request funding for 2 Stryker Cot systems, which are power lift cots with associated mounting hardware. The self-loading system for the cot is \$26,500 and the stretcher itself is \$24,700 with an installation fee of \$750. The total cost for 2 power lift cots and lift systems would be \$103,900. Having the self-loading, power lift cots is not only safer for our members to utilize, but they are safer for the patient when being loaded into the ambulances. Advanced ergonomics and power lifting ability only increases the lifespan of the paramedics and EMT's that generally lift these patients.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$51,950.00	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from 2 to 0

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## Hose (Attack/Supply)

### DESCRIPTION

Hard suction drafting hose with adapters, strainers and truck mounts. This grant would allow us to serve our rural fire districts and mutual aid partners with 2 sections of hard suction hose and all needed adapters to conduct rural water supply shuttle and drafting operations for water supply. We currently have 3 trucks that do not have hard suction hose. With an increase in rural mutual aid requests and fire district responses, rural water supply operations have become the norm. However, we still have apparatus that do not have this capability even though our community is surrounded by areas that require this type of operation.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$2,717.00	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from **3** to **0**

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## Ropes, Harnesses, Carabiners, Pulleys, etc.

### DESCRIPTION

The LifeSaver Victim Chest Harness is another piece of equipment that can be used in conjunction with other requested technical rescue equipment. Confined space, victim condition and timeliness for extractions for certain situations make this simple harness a valuable addition to technical rescue capability.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$149.00	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from **1** to **0**

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Airway Equipment (Non-Disposable)

#### DESCRIPTION

King Vision Laryngoscopy has become an essential part of our cardiac arrest care. Having the ability to place advanced airways sooner, on the first attempt, during cardiac compressions, simply is the standard we strive for. We do not have these scopes integrated into all of our ALS gear. With 5 additional video laryngoscopes, we would be able to place these devices on 3 remaining apparatus and 2 ambulances we are hoping to purchase with federal CARES money. Videoscopes have become the standard of advanced airway placement and like other care we provide, we are attempting to maintain a high standard. The total cost of 5 video scopes is \$7880.00.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$1,576.00	\$0.00	Equipment

#### CHANGE FROM APPLICATION

**Quantity** from 5 to 0

#### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## Hose (Attack/Supply)

### DESCRIPTION

2 ½ X 50 foot poly tuff fire hose. This hose would be used for large diameter hand lines and sprinkler system connection at FDC's. Our current hose is from 1971 and is failing at a rapid rate. Many of our local volunteer departments that we offer mutual aid to utilize 2 ½ hose to gated wyes to supply hose lines rural urban interface properties with limited truck access to structures.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$203.00	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from 24 to 0

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

### Airway Equipment (Non-Disposable)

#### DESCRIPTION

In addition to trying to equip ambulances with stretchers, monitors and LUCAS CPR devices, we need funding for ALS equipment to include gear bags, suction units and oxygen bags. To be able to carry the gear and supplies to the patient is essential. Over time, the gear we have sustains a lot of wear and tear being taken in and out of trucks/ambulances. We also do not have enough gear to equip reserve trucks that are put into service for surge events, structure fire callbacks or stand-by events. The ALS/BLS bags and supplies would equip one fire truck and two ambulances. The total cost for 3 ALS bags, 3 O2 bags, 3 intubation kits, and 3 suction units would total \$3745.86.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$1,248.62	\$0.00	Equipment

#### CHANGE FROM APPLICATION

**Quantity** from **3** to **0**

#### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## Ropes, Harnesses, Carabiners, Pulleys, etc.

### DESCRIPTION

Terradaptor Tripod System with rescue winch is NFPA certified in multiple configurations and has patented round feet with spikes for stability. It also has custom foot baskets for use on unstable ground and offers unlimited rigging positions with variable head angles and leg positions. The Terradaptor is the most versatile portable anchor system available for use in rescue, industrial and wildland environments. This unit would also reduce the number of Technical Rescue personnel needed to safely operate at an incident which reduces responder risk. Multiple incidents in our community have identified the need for this equipment to make future incidents/rescues possible and safer for both the victim and the rescuer. To name a few, incidents identifying this need were located at a refinery, a grain elevator and a cliff rescue along our community trail system. Unnecessary risk was warranted at each of these responses due to older and outdated equipment. With an increase in incidents around our community, this rescue equipment is in great need.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$7,500.00	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from 1 to 0

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.



## Ropes, Harnesses, Carabiners, Pulleys, etc.

### DESCRIPTION

The Lifesaver Victim Harness is an NFPA compliant victim harness that is used during rescue or recovery situations for both high and low angle situations. Our organization had a similar harness that was utilized during an emergency. The harness was saturated in blood and bodily fluids and was supposed to be cleaned by a local mutual aid partner. The harness was never returned and cannot be located. We currently do not have one which adds to the overall risk of “tying” our own during another similar event.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$259.00	\$0.00	Equipment

CHANGE FROM APPLICATION  
**Quantity** from **1** to **0**

JUSTIFICATION  
This reduction is due to the score your project received at panels relative to other projects.

## Automatic Chest Compression Device (CPR)

### DESCRIPTION

Chest compression systems such as the LUCAS device have become part of cardiac care. We have been able to purchase LUCAS devices through other grant funding, but this has only equipped 6 of our apparatus. In surge events, up to 4 apparatus are left without the ability to use compression systems. In these surge events, the crews are also limited to 3 personnel per apparatus. In the event of a cardiac arrest, high quality CPR is mediocre at best due to the limited responders and relying on manual compressions. LUCAS devices have shown to provide consistent compressions and they simply don't get tired. Our city has grown to approximately 25 square miles. Fire stations and the local private ambulance company have not moved locations. This increases response times and our ability to move patients to the hospital sooner. We stay on scene longer while performing manual compressions. Having LUCAS devices only enhances compressions fractions as well as frees a responder's "hands" up to perform other essential skills. Good cerebral perfusion as well as coronary perfusion pressure are essential for survival. A current quote from Stryker for LUCAS 3 Chest Compression Systems is \$16,295.84. There is an expense for the battery chargers, batteries and power cords. We are requesting 2 additional LUCAS devices for a total of \$32,591.68.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$16,295.84	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from 2 to 0

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## PPE Washer/Extractor/Dryer

### DESCRIPTION

Unimac 45lb commercial hard mount washer extractor with unicinc micro controls, opti-spray rinse, inverter drive with 100 G Force extract. This unit is a hard mount unit which would serve two stations on our West side of town. This unit is for buildings with no basement. This would effectively complement our cancer reduction campaign mentioned above.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$16,165.00	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from 1 to 0

### JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

## Personal Protective Equipment (PPE)

## SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

### DESCRIPTION

Great Falls currently has 3 apparatus with no SCBA. This became a very large issue on a recent interface fire that burned 25 structures including 11 homes. Numerous FF's were unable to utilize SCBA and had to withdraw from an area due to smoke conditions. The lack of SCBA also left the City with a reduced number of available equipment to provide for citizen and FF safety. This incident also left the department with 2 damaged SCBA that are unusable. GFFR has SCBA technicians that perform all maintenance and testing of the SCBA (hydrotesting excluded) to reduce the cost of maintenance and downtime of SCBA. During this pandemic GFFR command staff officers were forced to give there SCBA masks to department new hires. Our command staff officers also serve as ISO on greater alarm incidents, and are at times required to be in potentially hazardous areas at times.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	10	\$7,500.00	\$75,000.00	Equipment

### CHANGE FROM APPLICATION

**Unit price from \$8,370.65 to \$7,500.00**

### JUSTIFICATION

This reduction is because the cost requested for SCBA exceeds the average price range calculated from market research and prior awards for the same item.

## SCBA Spare Cylinders

### DESCRIPTION

GFFR operates with two different SCBA cylinders. GFFR purchased SCBA, but because of budget constraints we were unable to purchase enough spare bottles to replace ones designed for the ISI Viking SCBA. Having two different bottles has created confusion and safety risks on incidents. The department is working to become NIOSH and NFPA compliant by having the same bottle as the manufacturer. The current bottles are currently over half way to the end of service life removal requirement.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	30	\$1,150.00	\$34,500.00	Equipment

## Agreement Articles

**Program:** Fiscal Year 2021 Assistance to Firefighters Grant

**Recipient:** CITY OF GREAT FALLS

**UEI-EFT:** MD9MA1227F25

**DUNS number:** 060267093

**Award number:** EMW-2021-FG-07950

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**Article 1      Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.



**Article 2****General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**Article 3****Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Article 4****Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

<p><b>Article 5</b></p>	<p><b>Age Discrimination Act of 1975</b>  Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
<p><b>Article 6</b></p>	<p><b>Americans with Disabilities Act of 1990</b>  Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
<p><b>Article 7</b></p>	<p><b>Best Practices for Collection and Use of Personally Identifiable Information</b>  Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
<p><b>Article 8</b></p>	<p><b>Civil Rights Act of 1964 – Title VI</b>  Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>
<p><b>Article 9</b></p>	<p><b>Civil Rights Act of 1968</b>  Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p>

**Article 10 Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article 11 Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article 12 Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**Article 13 Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

<b>Article 15</b>	<p><b>Energy Policy and Conservation Act</b>  Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>
<b>Article 16</b>	<p><b>False Claims Act and Program Fraud Civil Remedies</b>  Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)</p>
<b>Article 17</b>	<p><b>Federal Debt Status</b>  All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)</p>
<b>Article 18</b>	<p><b>Federal Leadership on Reducing Text Messaging while Driving</b>  Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.</p>
<b>Article 19</b>	<p><b>Fly America Act of 1974</b>  Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>
<b>Article 20</b>	<p><b>Hotel and Motel Fire Safety Act of 1990</b>  Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a</p>

**Article 21      John S. McCain National Defense Authorization Act of Fiscal Year 2019**  
 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons

**Article 22      Limited English Proficiency (Civil Rights Act of 1964, Title VI)**  
 Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article 23      Lobbying Prohibitions**  
 Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article 24      National Environmental Policy Act**  
 Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

<p><b>Article 25</b></p>	<p><b>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</b>          It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.</p>
<p><b>Article 26</b></p>	<p><b>Non-Supplanting Requirement</b>          Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.</p>
<p><b>Article 27</b></p>	<p><b>Notice of Funding Opportunity Requirements</b>          All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.</p>
<p><b>Article 28</b></p>	<p><b>Patents and Intellectual Property Rights</b>          Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.</p>
<p><b>Article 29</b></p>	<p><b>Procurement of Recovered Materials</b>          States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>

**Article 30 Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article 31 Reporting of Matters Related to Recipient Integrity and Performance**

**General Reporting Requirements:** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 32 Reporting Subawards and Executive Compensation**

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 33 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States-- this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable

law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

#### **Article 34**

##### **SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.



<b>Article 35</b>	<p><b>Terrorist Financing</b>  Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.</p>
<b>Article 36</b>	<p><b>Trafficking Victims Protection Act of 2000 (TVPA)</b>  Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.</p>
<b>Article 37</b>	<p><b>Universal Identifier and System of Award Management</b>  Requirements for System for Award Management and Unique Entity Identifier  Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.</p>
<b>Article 38</b>	<p><b>USA PATRIOT Act of 2001</b>  Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.</p>
<b>Article 39</b>	<p><b>Use of DHS Seal, Logo and Flags</b>  Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.</p>
<b>Article 40</b>	<p><b>Whistleblower Protection Act</b>  Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.</p>

**Article 41 Environmental Planning and Historic Preservation (EHP) Review**  
 DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article 42 Applicability of DHS Standard Terms and Conditions to Tribes**  
 The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article 43 Acceptance of Post Award Changes**  
 In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

**Article 44      **Disposition of Equipment Acquired Under the Federal Award****  
 For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

**Article 45      **Prior Approval for Modification of Approved Budget****  
 Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 46      **Indirect Cost Rate****  
 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Article 47      **Award Performance Goals****  
 FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

## Obligating document

<b>1. Agreement No.</b> EMW-2021-FG-07950	<b>2. Amendment No.</b> N/A	<b>3. Recipient No.</b> 816001269	<b>4. Type of Action</b> AWARD	<b>5. Control No.</b> WX00671N2022T		
<b>6. Recipient Name and Address</b> CITY OF GREAT FALLS 2 PARK DR S ROOM 104 GREAT FALLS, MT 59401		<b>7. Issuing FEMA Office and Address</b> Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		<b>8. Payment Office and Address</b> FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
<b>9. Name of Recipient Project Officer</b> Katie Brewer		<b>9a. Phone No.</b> 4062177979	<b>10. Name of FEMA Project Coordinator</b> Assistance to Firefighters Grant Program		<b>10a. Phone No.</b> 1-866-274-0960	
<b>11. Effective Date of This Action</b> 09/04/2022	<b>12. Method of Payment</b> OTHER - FEMA GO	<b>13. Assistance Arrangement</b> COST SHARING		<b>14. Performance Period</b> 09/11/2022 to 09/10/2024 <b>Budget Period</b> 09/11/2022 to 09/10/2024		
<b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>						
<b>Program Name Abbreviation</b>	<b>Assistance Listings No.</b>	<b>Accounting Data(ACCS Code)</b>	<b>Prior Total Award</b>	<b>Amount Awarded This Action + or (-)</b>	<b>Current Total Award</b>	<b>Cumulative Non-Federal Commitment</b>
AFG	97.044	2022-F1-GB01 - P410-xxxx-4101-D	\$0.00	\$99,545.45	\$99,545.45	\$9,954.55
Totals			\$0.00	\$99,545.45	\$99,545.45	\$9,954.55
<b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b> N/A						
<b><del>16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</del></b> This field is not applicable for digitally signed grant agreements						

<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>PAMELA WILLIAMS, Assistant Administrator, Grant Programs</b>	<b>09/04/2022</b>



Commission Meeting Date: September 20, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Amendment #2 to An Agreement with Great Falls Emergency Services and the City of Great Falls, Montana for Citywide 911 Emergency Ambulance Services

**From:** Jeremy M. Jones, Fire Chief

**Initiated By:** Justin Grohs, Great Falls Emergency Services

**Presented By:** Jeremy M. Jones, Fire Chief

**Action Requested:** Approve Amendment #2 to An Agreement with Great Falls Emergency Services and the City of Great Falls, Montana for Citywide 911 Emergency Ambulance Services

**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission (approve/not approve) Amendment #2 to An Agreement with Great Falls Emergency Services and the City of Great Falls, Montana for Citywide 911 Emergency Ambulance Services.”

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

**Staff Recommendation:** Staff recommends approval of Amendment #2 to An Agreement with Great Falls Emergency Services and the City of Great Falls, Montana for Citywide 911 Emergency Ambulance Services.

**Summary:** Great Falls Emergency Services (GFES) has once again approached the City of Great Falls and requested an amendment to the *An Agreement with Great Falls Emergency Services and the City of Great Falls, Montana for Citywide 911 Emergency Ambulance Services* agreement as outlined in Section 11.14. During a meeting with GFFR, GFES stated that they are once again having staffing issues in regards to retention and recruitment of Paramedics. Section 2.2A of the Agreement outlines how staffing of transport ambulances are required. It states, “Provide pre-hospital emergency medical care and transport services **at the Advanced Life Support (ALS)** for emergency medical call transport within the City twenty-four (24) hours a day, seven (7) days a week, without regard to the patient’s financial status.”

Similar to Amendment #1 which expired in May 2019, this amendment will allow GFES to provide a minimum of two ALS staffed and equipped ambulances at all times and any additional ambulances above the minimum to be staffed at the Basic Life Support level (BLS). BLS ambulances will be allowed to take non-emergent calls. This Amendment, if approved, will be effective through May 20, 2024.

**Background:** The City of Great Falls contracts with GFES for patient ambulance transport services of 911 medical calls for all citizens that reside within city boundaries and the contracted Fire Districts that Great Falls Fire Rescue protects. Section 2.2A of the agreement dictates how each ambulance will be staffed and requires a “Paramedic” be on all ambulances to provide ALS services during transportation of EMS patients. This section of the agreement does not specify how many ambulances will be staffed in the City of Great Falls 911 EMS system, it only says states that a “Paramedic” must be on the ambulance.

The Original Agreement does not allow for Basic Life Support (BLS) ambulances to operate within the 911 Emergency Services system. BLS ambulances are staffed with two (2) Emergency Medical Technicians (EMT) who staff the ambulance but are limited in their scope of practice pertaining to medical procedures they can provide to the patient.

The City of Great Falls implemented an Emergency Medical Dispatch (EMD) system that allows for triaging of medical calls to determine the level of care needed at the emergency scene. This EMD system allows for ambulance allocation to the level of care needed for the patient depending on the type of medical call.

A percentage of Medical calls do not require ALS patient care enroute to the hospital from the emergency scene. By utilizing EMD, ambulances can be dispatched for the appropriate level of care needed (BLS versus ALS).

**Significant Impacts:** Without approval of this Amendment, the number of private (GFES) transport units available to the City of Great Falls 911 emergency medical system may be reduced. This in turn would create longer scene times for patients and GFFR resources waiting to receive a private transport ambulance.

**Workload Impacts:** EMD medical triage dispatching is dependent on receiving accurate information to make the best determination on what level of care is needed to mitigate a medical emergency. There will be times that a call is triaged incorrectly based on the information provided to the dispatcher. When this happens, if a BLS ambulance is dispatched to a non-emergent medical (Code 1) call and determines that the patient needs ALS care (paramedic), GFFR would be dispatched to increase the level of care to that BLS ambulance.

GFFR ALS Ambulances (Medic 4 and Medic 1) will respond to emergent medical (Code 3) calls when no private ALS ambulances are available. This will happen prior to a private BLS ambulance being sent to the call. This may lead to an increase of patient transports by GFFR during times the EMS system is busy and a reduction in structural fire protection.

**Conclusion:** GFFR currently has two (2) ambulances that conduct 911 EMS patient transport when no private ambulances are available. By allowing for the contractor to staff BLS ambulances, more transport ambulances will be available to the 911 EMS system for non-emergent (code 1) medical calls.

**Fiscal Impact:** GFFR cross staffs an Engine (E4) company with its ambulance (M4). This allows for the right resource to be sent to the type of call needed. GFFR also began transport billing in conjunction with Pintler billing in April of 2022. If GFFR patient transports increase due to this agreement, there is a cost-recovery mechanism in place to recover the medical supplies needed to deliver this level of care.

**Alternatives:** The Commission could reject the proposed Amendment and hold Great Falls Emergency Services accountable to the original agreement that has been in place and agreed upon by both parties. In

the event they could not meet ALS staffing levels as defined in Section 2.2A of the Agreement, a major breach of the Agreement would be instituted.

**Concurrences:** Amendment #2 was drafted in conjunction with the City of Great Falls Attorney's office.

**Attachments/Exhibits:**

Amendment #2

Amendment #2 BLS Ambulance procedures

Amendment #1

Original Agreement



**AMENDMENT NO. 2**

**TO THE**

**2014 AGREEMENT BETWEEN GREAT FALLS EMERGENCY SERVICES AND THE CITY OF GREAT FALLS, MONTANA FOR CITYWIDE 911 EMERGENCY AMBULANCE SERVICES**

**THIS AMENDMENT NO. 2** is entered into as of \_\_\_\_\_, 2022, by and between, the City of Great Falls, Montana, hereinafter referred to as “City,” and Great Falls Emergency Services, Inc., a private company contracted to provide 911 EMS patient transport in the City of Great Falls, hereinafter referred to as “Contractor.” The parties agree as follows:

1. The City and Contractor entered into an *Agreement for Citywide 911 Emergency Ambulance Transport Services* (Contract) on May 21, 2014 for an initial five (5) year term through May of 2019. The term of the Contract was extended for an additional five (5) year period in May of 2019 under Sections 1.2 and 1.3 of the Contract and it will now terminate on May 20, 2024.
2. Section 11.14 of the Contract allows for either party to initiate a request for an amendment or modification to its terms and allows such amendments and/or modifications to be made to the Agreement so long as such changes are made in writing and approved by both of the Parties.
3. The Parties have previously agreed to such a modification through *Amendment No. 1* to the Contract dated September 18, 2018 under which the Contractor’s obligation under Section 2.2A to provide pre-hospital emergency medical care and transport services at the advanced life support (ALS) level on a 24/7 basis – without qualification or limitation -- was modified to allow the Contractor to provide a minimum of two ALS ambulances on a 24/7 basis and to provide any additional ambulances at the basic life support (BLS) level:

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

4. The terms of Amendment No. 1 expired in May of 2019, but the Contractor has again requested that the City amend the current Contract pertaining to Section 2.2 and allow for BLS ambulances in the City 911 system. This request is due to a) ongoing staffing challenges to acquire/retain paramedics, and b) allows for BLS ambulances to respond to non-acute (code 1) calls that may not require a paramedic. The Contractor recognizes that it would be a failure on its part to not provide ALS transport at the level currently required under the Contract and would be considered a major breach of the contract under Section 11.4.
5. In the interests of both (A) recognizing the staffing issues currently presented to the Contractor and (B) continuing to have adequate 911 EMS transport capabilities in the City of Great Falls and the Fire Districts served by GFFR, the City is willing to again modify the Contractor's obligations under Section 2.2A for a limited period of time, without waiving any other rights under the existing Contract.
6. Accordingly, the Parties agree that Section 2.2A of the Contract is hereby suspended and replaced by the following provision for a period of time beginning upon execution and approval of this *Amendment No. 2* and terminating on May 20, 2024:

Provide a minimum of two ALS staffed and equipped ambulances to provide pre-hospital emergency medical care and transport to emergency medical calls within the City and protected Fire Districts twenty-four (24) hours each day, seven (7) days a week, without regard to the patient's financial status. Any additional ambulances above the minimum of two can be staffed at the Basic Life Support (BLS) level and are allowed to take non-emergent (Code 1) 911 EMS calls. All

ALS ambulances available to the City EMS system (GFES and/or GFFR) will be dispatched before a BLS ambulance will be allowed to take an emergent (Code 3) 911 EMS call. In the event that a BLS ambulance is sent to an emergent (Code 3) EMS call because no ALS ambulances are available and a GFFR paramedic is provided to increase the level of care from BLS to ALS and conducts patient transport to the receiving facility, the contractor agrees to bill costs to the patient at the BLS emergency rate as outlined in Exhibit D: "Ambulance rates."

- 7. Absent further amendments or modifications by the Parties, the language set forth above will cease to be effective as of May 20, 2024 and the provisions of Section 2.2A as otherwise reflected in the Contract will become operative again.
- 8. All other conditions and provisions of the Contract remain in full force and effect, and are hereby ratified and affirmed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this *Amendment No. 2* the day and year first above written.

**GREAT FALLS EMERGENCY SERVICES, INC.**

By: David I. Kul  
Its: President

**CITY OF GREAT FALLS**

By \_\_\_\_\_  
Gregory T. Doyon, City Manager

Attest:

By: \_\_\_\_\_  
Lisa Kunz, City Clerk

(Seal of the City)

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.



## GREAT FALLS FIRE RESCUE

105 9<sup>th</sup> Street South, Great Falls, MT 59405  
 Office (406)791-8968 | Cell (406)899-1502  
 jjones@greatfallsmt.net



### City of Great Falls 911 BLS Ambulance MOU procedures

This document serves as an agreement for procedural requirements when Basic Life Support (BLS) ambulances are placed into the (911) rotation. This agreement shall be viewed as a guideline to make the management and utilization of BLS ambulances function to the best interest of the community and EMS system. Great Falls Fire Rescue (GFFR) is the Authority Having Jurisdiction (AHJ) of 911 Emergency Medical Services in the City of Great Falls and the contracted areas it protects, GFFR reserves the ability to modify this document as necessary to provide the highest level of pre-hospital care to its citizens.

- 1) Great Falls Emergency Services (GFES) has developed a credentialing program for EMTs who will work on an ambulance within the 911 system to respond to Med 1 calls. The program and documentation will be made available to the City of Great Falls EMS System Administrator or his designee.
- 2) All ALS ambulances in the City of Great Falls 911 system will be dispatched for emergent (Code 3 or Med 3) calls prior to a BLS ambulance entering rotation for an emergent (Code3) call.
- 3) BLS ambulances may be dispatched to Med 3 calls in the event all Advanced Life Support (ALS) transporting resources are assigned. A GFFR paramedic will accompany the patient to the ER in the event the patient acuity remains at the ALS Level.
- 4) A Great Falls Emergency Services (GFES) crew member shall notify dispatch and GFFR on the radio of their ambulance crew(s) status each morning and times throughout the day when said status may change. The desired time is between 0700 and 0730 each morning. This serves to advise the on-shift Battalion Chief (BC) of available resources. It also allows dispatch to load the Computer Aided Dispatch (CAD) with available resources.
- 5) When advising dispatch of ambulance crew(s) status changes, "out of service" is understood to mean the unit is still on shift, but not available for calls. When the crew is available, they will advise dispatch of their status. When a crew is off shift, the verbiage "off shift" shall be used. This will take the resource off the CAD.
- 6) When a BLS crew encounters a 911 non-emergent (Code 1 or Med 1) patient that has further complaints of an ALS nature or warrants an ALS assessment, they can call for a GFES ALS ambulance. In the event a GFES ALS ambulance is not available, GFFR will respond with ALS resources (ALS ambulance or Fire Engine). This may be call dependent (i.e. cardiac arrest will possibly get two more ALS resources if the BC is paramedic).
- 7) GFFR may send senior paramedics (BC, Deputy Chief of EMS) to Med 1 calls as a consulting resource.



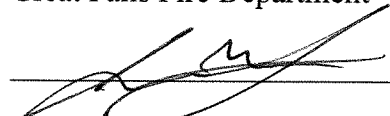
# GREAT FALLS FIRE RESCUE

105 9<sup>th</sup> Street South, Great Falls, MT 59405  
Office (406)791-8968 | Cell (406)899-1502  
jjones@greatfallsmt.net




- 8) GFES shall have a QA/QI process to evaluate performance of the BLS crews within the 911 system as well as to evaluate the Emergency Medical Dispatch (EMD) accuracy of calls. This information will be forwarded to the Deputy Chief of EMS for GFFR at the beginning of the month for the month prior.
  
- 9) When a GFFR unit (Medic 4 or Medic 1) is assigned to a call and a GFES unit clears, the GFES unit will remain available to the system. Google response "hypothetical response times" will no longer be used.

Jeremy Jones  
Fire Chief/EMS System Administrator  
Great Falls Fire Department

 \_\_\_\_\_ Date: 9/1/22

Justin Grohs  
General Manager  
Great Falls Emergency Services

 \_\_\_\_\_ Date: 9/1/22

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

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

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

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

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


**Exhibit B: ALS Intercept**

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

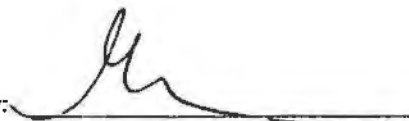
6. All other conditions and provisions of the Contract remain in full force and effect, and are hereby ratified and affirmed by the parties.

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

**GREAT FALLS EMERGENCY SERVICES, INC.**

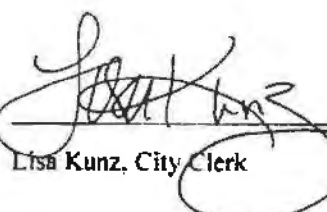
By:   
Its: PRESIDENT, DAVID L. KUHN

**CITY OF GREAT FALLS**

By:   
Gregory T. Doyon, City Manager




Attest:

By:   
\_\_\_\_\_  
Lisa Kunz, City Clerk



Approved as to Form:

By:   
\_\_\_\_\_  
Sara R. Sexe, City Attorney

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

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

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## **SECTION 1 – ADMINISTRATION OF THE CONTRACT AND TERMS**

### **1.1 Contract Administration**

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

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

### **1.2 Term of Agreement**

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

### **1.3 Agreement Extension**

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

### **1.4 Contract Service Area**

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

### **1.5 Notices**

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

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

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

Idaho Falls, Idaho 83402

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

## **SECTION 2 – ROLES AND RESPONSIBILITIES**

### **2.1 City's Functional Responsibilities**

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

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

### **2.2 Contractor's Functional Responsibilities**

During the term of this Agreement, the Contractor shall:

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

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

### **2.3 Medical Control**

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

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

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

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

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

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

### **SECTION 3 – DEPLOYMENT**

#### **3.1 Deployment Plan**

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

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

the deployment plans;

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

### **3.2 On-going Deployment Plan Requirements**

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

### **3.3 Annual Review of Deployment Plan**

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

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

## **SECTION 4 – OPERATIONS**

### **4.1 Response Time Standards**

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



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

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

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

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

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

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

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

to Exhibit F, Non-Emergent Response Damages.

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

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

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

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

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

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

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

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

time, and transport time.

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

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

#### **4.2 Dispatch Requirements**

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

#### **4.3 Equipment and Supplies**

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.4 Disaster Preparedness**

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

#### **4.5 System Committee Participation**

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

#### **4.6 First-Responder Program Support**

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

### **SECTION 5 – PERSONNEL**

#### **5.1 Clinical and Staffing Standards**

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

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

- C. Required Certifications – The Contractor shall follow the State of Montana Department of Public Health and Human Services and the Board of Medical Examiners rules and regulations regarding the licensure and certification requirements of its employees who work in the City.
- D. In-Service Training, Continuing Education and Driver Training – Contractor shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training and continuing education.
1. Contractor shall implement a program, to train EMT personnel to assist Paramedics in the provision of advanced life support patient care.
  2. Contractor shall maintain an on-going driver training program for ambulance personnel.
  3. Contractor shall provide in-service training programs related to the EMS Advisory Board's quality improvement activities and outcomes.
  4. Contractor shall allow GFFR personnel to attend in-service training and GFFR will allow Contractor's employees to attend their in-service training programs.
  5. All field level staff shall be trained at the ICS-100 and NIMS 700 level and all field supervisors shall be trained at the ICS-300 (based on availability) and NIMS 800 level within 60 days of employment or promotion to supervisor level.
  6. Contractor shall provide the City with an annual training compliance letter that documents that the Contractor's employees are properly trained.

## **5.2 Safety and Infection Control**

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

## **SECTION 6 – QUALITY/PERFORMANCE**

### **6.1 Continuous Quality Improvement Program**

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

## **6.2 Inquiries and Complaints**

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

## **SECTION 7 – DATA AND REPORTING**

### **7.1 Data System Hardware and Software**

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

### **7.2 Uses and Reporting Responsibilities**

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

### **7.3 Pre-Hospital Care Reports**

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

### **7.4 Inspection of Records and Reports**

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

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



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

## **SECTION 8 –SUBCONTRACTING**

### **8.1 General Subcontracting Provisions**

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

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

### **8.2 Relationships and Accountability**

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

understands its role within the system.

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

### **8.3 Performance Criteria**

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

## **SECTION 9 – ADMINISTRATIVE REQUIREMENTS**

### **9.1 Performance Security**

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

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

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

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

## **9.2 Insurance**

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

### **A. Types of Insurance and Minimum Limits:**

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

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

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

### **9.3 Indemnification**

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

## **SECTION 10 – FISCAL REQUIREMENTS**

### **10.1 Annual Subsidy**

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

### **10.2 General Provisions**

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

### **10.3 Billing and Collections**

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

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

#### **10.4 Reporting Responsibilities**

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

#### **10.5 Damages**

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

#### **10.6 Compensation to City**

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

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

## **SECTION 11 – GENERAL CONTRACT REQUIREMENTS**

### **11.1 Contract Termination**

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

A. "Major Breach" shall include:

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

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

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

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

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

### **11.2 Declaration of Major Breach and Takeover/Replacement Service**

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

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

### **11.3 Dispute After Takeover/Replacement**

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

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



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

#### **11.4 Breach Not Dangerous to Public Health and Safety**

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

#### **11.5 Liquidated Damages**

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

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

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

#### **11.6 City Responsibilities**

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

#### **11.7 "Lame Duck" Provisions**

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

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

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

#### **11.8 Equal Employment Opportunity**

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

#### **11.9 Independent Contractor Status**

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

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

#### **11.10 Non-Assignment and Non-Delegation**

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

#### **11.11 Conformance to Regulations**

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

#### **11.12 Conformance to Law**

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

**11.13 Reports**

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

**11.14 Changes**

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

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

**11.15 Retention of Records, Record Keeping, and Accounting Practices**

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

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

**11.16 Force Majeure**

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

**11.17 Severability**

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

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

**CITY OF GREAT FALLS**

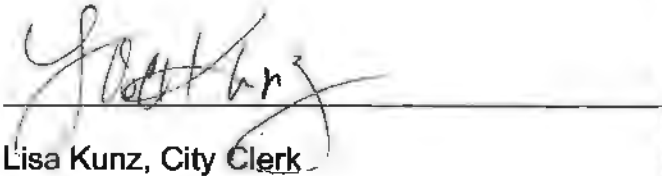
**REVIEWED FOR LEGAL CONTENT**



Gregory T. Doyon, City Manager

Sara R. Sexe, City Attorney

**ATTEST:**



Lisa Kunz, City Clerk



GREAT FALLS EMERGENCY SERVICES, Inc.

By: David J Kuhn

Its: President

STATE OF MONTANA )

County of Cascade : ss.

City of Great Falls )

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

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

Aspen Northerner

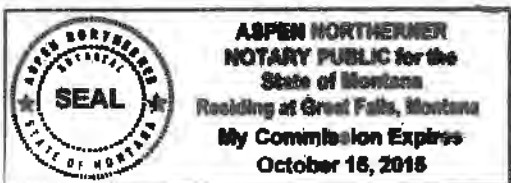
Notary Public for the State of Montana

(NOTARIAL SEAL)

Printed Name: Aspen Northerner

Residing at Great Falls, Montana

My Commission Expires: Oct. 15, 2015



**SECTION 12 – EXHIBITS**

**Exhibit A: Reporting Requirements**

**Exhibit B: Damages**

**Exhibit C: Quarterly Payment Schedule**

**Exhibit D: Ambulance Rates**

**Exhibit E: Response Zone Map**

**Exhibit F: Non-Emergent Response Damages**

**Exhibit A: Reporting Requirements**

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

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

**Ongoing Reporting Requirements**

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



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

**Exhibit B: Damages**

**Damages for Failure to Meet Response Time Standard**

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

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

**Damages for Failure to Respond to 911 Emergency Incidents**

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

**Damages for Failure to Comply with Code III Speed Limits**

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

**Damages for Failure to Meet Ambulance Staffing or Clinical Standards**

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

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

Damages for Failure to Provide Data to Determine Compliance

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

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

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

Minor Breach

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

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

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

Monthly Response Time Compliance

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

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

**Exhibit C: Quarterly Payment Schedule**

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

**Notes:**

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

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

**Exhibit D: Ambulance Rates**

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

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

**Exhibit E: Response Zone Map**

**Response Zone Maps on File and available on request;**

**City of Great Falls**

**Fire Station-1,**

**105 9th Street South,**

**Great Falls Mt**

**Phone Number: (406) 727-8070**

## Exhibit F, Non-Emergent Response Damages

### NON-EMERGENT DAMAGES TIMES

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



Commission Meeting Date: September 20, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10462 to Levy and Assess Properties within the Business Improvement District

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Annual Assessment Process

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

**Action Requested:** City Commission Adopt Resolution 10462

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10462.”

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

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**Staff Recommendation:** Staff recommends the City Commission adopt Resolution 10462 to levy and assess properties within the Business Improvement District (BID).

**Background:** The initial creation of the BID was in 1989. It was renewed in 1999, 2009, and 2019, each for periods of ten years by petition of the property owners within the District. On April 19, 2022, the City Commission approved an expansion of the district adding 20 parcels. Fiscal year 2023 will be the first year that the newly added parcels will be assessed.

The Business Improvement District's overall purpose is to utilize assessment dollars through the BID to improve and revitalize the downtown area. If there are any material increases or decreases in the actual assessment from the approved budget, the BID's Board will either request a budget amendment from the City Commission or the Board will include the amount of revenue whether it be an increase, or decrease, in their Budget and Work Plan for the coming Fiscal Year.

On July 19, 2022, as required by State Statute 7-12-1132 (3) MCA, the BID presented a proposed Work Plan and Budget and recommended a method of levying an assessment on the properties within the district that best ensures the assessment on each lot or parcel is equitable in proportion to the benefits to be received for Fiscal Year 2022/2023. Following the public hearing held on July 19, 2022, the City Commission moved to adopt the FY 2023 Work Plan and Budget for the BID.



**Fiscal Impact:** The assessment will be according to the formula below approved by the BID Board and the City Commission. The formula will be applied to all parcels within the district with the exception of parcels owned by the City of Great Falls and Cascade County.

1. a flat fee of \$200.00 for each lot or parcel not designated as Land Use Code 125;
2. a flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125, which is a Residential Condominium;
3. an assessment of \$.00165 times the market valuation as provided by the Montana Department of Revenue;
4. and an assessment of \$.015 times the square footage of the land area.

The actual assessment for 2022/2023 based on the above assessment formula will generate \$266,177.92 in assessment revenue. The assessment revenue as shown on Exhibit “A” is \$18,256.61 more than the BID assessed in the previous fiscal year. The increase in this year’s assessment revenue can be attributed to the successful completion of the BID expansion in April, 2022. The 2022/2023 assessment per lot or parcel is indicated on the assessment projection summary Exhibit “A” incorporated herein and made a part of Resolution 10462.

**Alternatives:** The City Commission could choose to deny Resolution 10462 to assess the property owners within the BID. However, on July 19, 2022, the City Commission approved the BID Budget which identifies the BID assessment as 55% of the operating revenues. Denial of Resolution 10462 will prevent the BID from carrying out the City Commission previously approved budget.

**Concurrences:** The BID partners with several organizations, such as the Downtown Great Falls Association, the Downtown Development Partnership, the City of Great Falls and the Urban Art Project to carry out the overall purpose of improving and revitalizing the downtown area. Finance staff is responsible for assessing and collecting the revenues.

**Attachments/Exhibits:**

- Resolution 10462
- Resolution 10462 Exhibit “A”

## RESOLUTION 10462

### A RESOLUTION LEVYING AN ASSESSMENT ON ALL PROPERTIES WITHIN THE GREAT FALLS BUSINESS IMPROVEMENT DISTRICT

**WHEREAS**, the City Commission of the City of Great Falls, is authorized to create and administer a business improvement district as provided by 7-12-1101 through 7-12-1151 M.C.A.; and,

**WHEREAS**, the purpose of a Business Improvement District is to promote the health, safety, prosperity, security and the general welfare of the inhabitants thereof and the people of this state; and will be of special benefit to the property within the boundaries of the district created; and,

**WHEREAS**, on May 16, 1989, the City Commission approved Resolution 8279 creating a Business Improvement District in Great Falls, Montana for a duration of ten (10) years; and

**WHEREAS**, on June 15, 1999, the City Commission approved Resolution 9025, on July 7, 2009, approved Resolution 9833, and on February 19, 2019, approved Resolution 10279 re-creating said Business Improvement District for a duration of ten (10) years each; and

**WHEREAS**, on April 19, 2022 the City Commission approved Resolution 10447 to expand the boundaries of the Business Improvement District; and

**WHEREAS**, a Board of Trustees for the Business Improvement District has been appointed and said Board has developed and submitted a Work Plan and Proposed Budget to the City Commission of the City of Great Falls; and,

**WHEREAS**, the City Commission of the City of Great Falls, is authorized to annually assess and collect the entire cost of the district against the entire district using a method, which best ensures that the assessment on each lot or parcel is equitable in proportion to the benefits to be received as provided by 7-12-1133 M.C.A.

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

#### Section 1 – Adoption of Work Plan and Budget

On July 19, 2022, the City Commission of the City of Great Falls held a public hearing on any objections to the Work Plan and Proposed Budget with the understanding that approval of the two documents would necessitate the levying of an assessment on all the property in the district.

#### Section 2 – Assessment Method

The assessment formula has been presented to the property owners and recommended to the City Commission as follows:

- a flat fee of \$200.00 for each lot or parcel without a Land Use Code of 125
- a flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125, which is a Residential Condominium
- an assessment of \$.00165 times the market valuation as provided by the Montana Department of Revenue, and an
- assessment of \$.015 times the square footage of the land area.

The assessment requested for Fiscal Year 2023 is based on the above assessment formula and will generate TWO HUNDRED SIXTY SIX THOUSAND ONE HUNDRED SEVENTY SEVEN AND 92/100 DOLLARS (\$266,177.92) in assessment revenue. Due to overwhelming support for a Business Improvement District and concurrence with the assessment formula, the City Commission of the City of Great Falls hereby approves the levying of the assessment as indicated on the assessment projection summary attached to this resolution as Exhibit "A".

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2022 and May 31, 2023.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 20<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Jeff Hindoien, City Attorney

**GREAT FALLS BUSINESS IMPROVEMENT DISTRICT  
ASSESSMENTS FOR FISCAL YEAR 2023, TAX YEAR 2022  
RESOLUTION #10462 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
156750	CHS INC	GFO		\$ 200	15,000	\$ 225.00	82,125	514,420	596,545	\$ 984.30	\$ 1,409.30
156950	COMMUNITY HEALTH CARE CENTER INC	GFO		\$ 200	37,500	\$ 562.50	115,875	589,725	705,600	\$ 1,164.24	\$ 1,926.74
157400	COX DOUGLAS J & KENT D	GFO		\$ 200	7,500	\$ 112.50	48,375	172,025	220,400	\$ 363.66	\$ 676.16
157450	517 LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	468,550	533,800	\$ 880.77	\$ 1,305.77
157500	RYSTED PETER L LIVING TRUST	GFO		\$ 200	11,250	\$ 168.75	56,813	201,787	258,600	\$ 426.69	\$ 795.44
157600	KUNZ JASON R	GFO		\$ 200	3,750	\$ 56.25	39,938	278,262	318,200	\$ 525.03	\$ 781.28
157650	BRANDENBERGER NED R & JENNIFER	GFO		\$ 200	3,750	\$ 56.25	39,938	44,962	84,900	\$ 140.09	\$ 396.34
157750	EASTER SEALS GOODWILL N ROCKY MTN INC	GFO		\$ 200	22,500	\$ 337.50	132,750	2,409,850	2,542,600	\$ 4,195.29	\$ 4,732.79
157810	EASTER SEALS GOODWILL N ROCKY MTN INC	GFO		\$ 200	7,500	\$ 112.50	48,375	199,125	247,500	\$ 408.38	\$ 720.88
158100	THE PENNANT BUILDING LLC	GFO		\$ 200	7,509	\$ 112.64	48,375	538,225	586,600	\$ 967.89	\$ 1,280.53
158150	HANSON MICHAEL	GFO		\$ 200	7,507	\$ 112.61	48,375	323,000	371,375	\$ 612.77	\$ 925.37
158250	DESCHENES GARY S ETAL	GFO		\$ 200	4,200	\$ 63.00	40,950	473,850	514,800	\$ 849.42	\$ 1,112.42
158300	DSB TOWER LLC	GFO		\$ 200	15,037	\$ 225.56	65,250	17,660	82,910	\$ 136.80	\$ 562.36
158950	BIG SKY SELECT PROPERTIES LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	2,261,350	2,326,600	\$ 3,838.89	\$ 4,263.89
159150	CAMBRIDGE INVESTORS ONE LP	GFO		\$ 200	37,546	\$ 563.19	115,875	1,154,425	1,270,300	\$ 2,096.00	\$ 2,859.19
159225	BUCHANAN-BYRNE BUILDING PARTNERSHIP	GFO		\$ 200	22,500	\$ 337.50	82,125	1,191,275	1,273,400	\$ 2,101.11	\$ 2,638.61
159450	CENTRAL MONTANA PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	167,590	215,965	\$ 356.34	\$ 668.84
159500	RAMSEY ANN C	GFO		\$ 200	11,250	\$ 168.75	56,813	202,387	259,200	\$ 427.68	\$ 796.43
159550	BENSLEY MARJORIE M	GFO		\$ 200	3,750	\$ 56.25	39,938	45,162	85,100	\$ 140.42	\$ 396.67
159600	BENSLEY MARJORIE M	GFO		\$ 200	3,750	\$ 56.25	39,938	89,562	129,500	\$ 213.68	\$ 469.93
159650	BENSLEY MARJORIE	GFO		\$ 200	3,750	\$ 56.25	39,938	158,590	198,528	\$ 327.57	\$ 583.82
159700	CONTEXT LLC	GFO		\$ 200	3,750	\$ 56.25	39,938	144,330	184,268	\$ 304.04	\$ 560.29
159725	BUCHANAN-BYRNE BUILDING PARTNERSHIP	GFO		\$ 200	11,295	\$ 169.43	56,813	11,920	68,733	\$ 113.41	\$ 482.83
159735	CONTEXT LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	211,225	259,600	\$ 428.34	\$ 740.84
159800	RELIGIOUS CONGRATATION OF BERLINER CONG	GFO		\$ 200	52,490	\$ 787.35	149,625	1,421,820	1,571,445	\$ 2,592.88	\$ 3,580.23
159850	DAVIDSON INVESTMENTS LLC	GFO		\$ 200	67,500	\$ 1,012.50	214,875	8,711,325	8,926,200	\$ 14,728.23	\$ 15,940.73
160300	PASSION & GRIT LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	521,750	587,000	\$ 968.55	\$ 1,393.55
160450	POBLANO PROPERTIES LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	528,350	593,600	\$ 979.44	\$ 1,404.44
160500	321 CENTRAL LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	536,062	601,312	\$ 992.16	\$ 1,417.16
160550	LERAY PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	349,225	397,600	\$ 656.04	\$ 968.54
160600	METROPOLITAN LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	272,350	320,725	\$ 529.20	\$ 841.70
160650	BECKMANS BUILDING LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	337,690	386,065	\$ 637.01	\$ 949.51
160900	STOCKMAN BANK OF MONTANA	GFO		\$ 200	15,000	\$ 225.00	65,250	97,710	162,960	\$ 268.88	\$ 693.88
160950	BALTHAZAR ENTERPRISES LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	454,250	519,500	\$ 857.18	\$ 1,282.18
161050	HACKETT GARRY L & CHERYL D	GFO		\$ 200	7,500	\$ 112.50	48,375	683,910	732,285	\$ 1,208.27	\$ 1,520.77
161100	KAUFMAN MARY ANN & IRA M JR	GFO		\$ 200	7,500	\$ 112.50	48,375	402,225	450,600	\$ 743.49	\$ 1,055.99
161150	LEE ALAN B	GFO		\$ 200	3,750	\$ 56.25	39,938	119,862	159,800	\$ 263.67	\$ 519.92
161200	ENGE RICHARD C	GFO		\$ 200	3,750	\$ 56.25	39,938	66,362	106,300	\$ 175.40	\$ 431.65
161250	BIG BROTHERS HOLDING COMPANY LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	299,280	347,655	\$ 573.63	\$ 886.13
161300	STOCKMAN BANK OF MONTANA	GFO		\$ 200	15,000	\$ 225.00	65,250	1,642,450	1,707,700	\$ 2,817.71	\$ 3,442.71

**GREAT FALLS BUSINESS IMPROVEMENT DISTRICT  
ASSESSMENTS FOR FISCAL YEAR 2023, TAX YEAR 2022  
RESOLUTION #10462 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
161450	KELMAN DAVID & ZACHARY	GFO		\$ 200	3,750	\$ 56.25	39,938	90,462	130,400	\$ 215.16	\$ 471.41
161600	LITTLE WILLIAM L & SHONNA L	GFO		\$ 200	22,500	\$ 337.50	82,125	480,375	562,500	\$ 928.13	\$ 1,465.63
161650	SILVER STATE PARTNERS LLC	GFO		\$ 200	11,250	\$ 168.75	56,813	349,487	406,300	\$ 670.40	\$ 1,039.15
161700	MONTANA TIMES SQUARE LLC	GFO		\$ 200	22,500	\$ 337.50	82,125	713,775	795,900	\$ 1,313.24	\$ 1,850.74
161750	SHEVA LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	118,690	167,065	\$ 275.66	\$ 588.16
161800	HACKETT GARRY L & CHERYL D	GFO		\$ 200	15,000	\$ 225.00	65,250	319,520	384,770	\$ 634.87	\$ 1,059.87
162050	STARRY NIGHT HOSPITALITY LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	1,202,100	1,267,350	\$ 2,091.13	\$ 2,516.13
162100	TLMF INC	GFO		\$ 200	7,500	\$ 112.50	48,375	115,425	163,800	\$ 270.27	\$ 582.77
162150	LARSON EDWARD L	GFO		\$ 200	4,500	\$ 67.50	41,625	59,775	101,400	\$ 167.31	\$ 434.81
162200	LARSON EDWARD L	GFO		\$ 200	3,000	\$ 45.00	38,250	56,650	94,900	\$ 156.59	\$ 401.59
162250	HACKETT GARRY L & CHERYL D	GFO		\$ 200	7,500	\$ 112.50	48,375	770,260	818,635	\$ 1,350.75	\$ 1,663.25
162300	COMMUNITY HEALTH CARE CENTER INC	GFO		\$ 200	15,000	\$ 225.00	65,250	202,070	267,320	\$ 441.08	\$ 866.08
189100	STROMBERG ROBERT C & MARY D	GFO		\$ 200	45,000	\$ 675.00	132,750	2,061,150	2,193,900	\$ 3,619.94	\$ 4,494.94
189150	TUNGSTEN PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	830,340	878,715	\$ 1,449.88	\$ 1,762.38
189200	BEBBINGTON MICHELLE	GFO		\$ 200	7,500	\$ 112.50	48,375	154,625	203,000	\$ 334.95	\$ 647.45
189250	SPENCER TIMOTHY W	GFO		\$ 200	3,750	\$ 56.25	39,938	148,160	188,098	\$ 310.36	\$ 566.61
189300	NORDRUM ORVILLE M & JOSEPHINE A	GFO		\$ 200	3,750	\$ 56.25	39,938	60,162	100,100	\$ 165.17	\$ 421.42
189350	HARRIS DAVID ALLAN	GFO		\$ 200	3,750	\$ 56.25	39,938	141,862	181,800	\$ 299.97	\$ 556.22
189400	DEVLIN LLC	GFO		\$ 200	3,750	\$ 56.25	39,938	73,070	113,008	\$ 186.46	\$ 442.71
189450	SPENCER TIMOTHY	GFO		\$ 200	7,500	\$ 112.50	48,375	252,525	300,900	\$ 496.49	\$ 808.99
189500	CENTER FOR MENTAL HEALTH INC OF GF MT	GFO		\$ 200	15,000	\$ 225.00	65,250	762,050	827,300	\$ 1,365.05	\$ 1,790.05
189550	CENTER FOR MENTAL HEALTH INC OF GF MT	GFO		\$ 200	7,500	\$ 112.50	48,375	549,125	597,500	\$ 985.88	\$ 1,298.38
189700	FLY AWAY LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	585,650	650,900	\$ 1,073.99	\$ 1,498.99
189750	SCHUBARTH SANDRA	GFO		\$ 200	7,500	\$ 112.50	48,375	291,425	339,800	\$ 560.67	\$ 873.17
189800	NOISHT PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	270,625	319,000	\$ 526.35	\$ 838.85
189850	WEST HOLLYWOOD COWBOY HOTEL LLC ETAL	GFO		\$ 200	7,500	\$ 112.50	48,375	305,140	353,515	\$ 583.30	\$ 895.80
189900	ELMORE ROBERTS LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	2,279,250	2,344,500	\$ 3,868.43	\$ 4,293.43
190000	WVH ENTERPRISES LLC	GFO		\$ 200	566	\$ 8.49	32,513	2,110	34,623	\$ 57.13	\$ 265.62
190050	KEILMAN & TRUNKLE ENTERPRISES LLC	GFO		\$ 200	5,535	\$ 83.03	43,988	248,612	292,600	\$ 482.79	\$ 765.82
190150	ELMORE ROBERTS LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	7,110	55,485	\$ 91.55	\$ 404.05
190200	ELMORE ROBERTS LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	7,110	55,485	\$ 91.55	\$ 404.05
190250	CENTER FOR MENTAL HEALTH	GFO		\$ 200	7,500	\$ 112.50	48,375	578,370	626,745	\$ 1,034.13	\$ 1,346.63
190350	MADILL JASON C & TAMARA L	GFO		\$ 200	67,500	\$ 1,012.50	190,125	1,528,075	1,718,200	\$ 2,835.03	\$ 4,047.53
190450	BIG SKY SELECT MIGHT MO LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	964,480	1,012,855	\$ 1,671.21	\$ 1,983.71
190500	GREAT FALLS CENTRAL LLC	GFO		\$ 200	3,750	\$ 56.25	39,938	292,620	332,558	\$ 548.72	\$ 804.97
190600	M & L RENTALS LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	1,240,680	1,289,055	\$ 2,126.94	\$ 2,439.44
190650	SEMANSKY JOHN S & LISA SWAN	GFO		\$ 200	3,750	\$ 56.25	39,938	157,562	197,500	\$ 325.88	\$ 582.13
190700	WONG MING & SU	GFO		\$ 200	3,750	\$ 56.25	39,938	197,362	237,300	\$ 391.55	\$ 647.80
190800	FIRST BUILDING CORPORATION	GFO		\$ 200	22,500	\$ 337.50	82,125	-	82,125	\$ 135.51	\$ 673.01
190950	ATLANTIC FINANCIAL GROUP LTD	GFO		\$ 200	-	\$ -	-	5,267,200	5,267,200	\$ 8,690.88	\$ 9,000.00

**GREAT FALLS BUSINESS IMPROVEMENT DISTRICT  
ASSESSMENTS FOR FISCAL YEAR 2023, TAX YEAR 2022  
RESOLUTION #10462 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
191050	ALLEY STEPHEN J	GFO		\$ 200	15,000	\$ 225.00	65,250	1,016,440	1,081,690	\$ 1,784.79	\$ 2,209.79
191100	WHITE BELLY PROPERTIES LLC	GFO		\$ 200	7,492	\$ 112.38	48,375	596,725	645,100	\$ 1,064.42	\$ 1,376.80
191150	JOVICK LEPARD LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	668,625	717,000	\$ 1,183.05	\$ 1,495.55
191300	FIRST NATIONAL BANK	GFO		\$ 200	15,000	\$ 225.00	65,250	14,560	79,810	\$ 131.69	\$ 556.69
191400	RICHARDS PHILLIP	GFO		\$ 200	15,000	\$ 225.00	65,250	552,450	617,700	\$ 1,019.21	\$ 1,444.21
191450	TOVSON LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	279,000	327,375	\$ 540.17	\$ 852.67
191500	CYRUS INVESTMENTS LLC	GFO		\$ 200	30,000	\$ 450.00	99,000	1,601,000	1,700,000	\$ 2,805.00	\$ 3,455.00
191550	FIRST NATIONAL BANK	GFO		\$ 200	52,500	\$ 787.50	149,625	426,660	576,285	\$ 950.87	\$ 1,938.37
191600	MONTANA INSTITUTE OF FAMILY LIVING	GFO		\$ 200	22,500	\$ 337.50	82,125	4,269,030	4,351,155	\$ 7,179.41	\$ 7,716.91
191700	MURPHY REAL ESTATE LLC	GFO		\$ 200	18,750	\$ 281.25	73,688	539,612	613,300	\$ 1,011.95	\$ 1,493.20
191750	MURPHY TIMOTHY M & DEBORAH S	GFO		\$ 200	11,250	\$ 168.75	56,813	70,687	127,500	\$ 210.38	\$ 579.13
191950	MONTANA INSTITUTE OF FAMILY LIVING	GFO		\$ 200	15,000	\$ 225.00	65,250	5,190	70,440	\$ 116.23	\$ 541.23
192100	BLANKENSHIP BOBBI	GFO		\$ 200	15,333	\$ 230.00	71,024	1,521,690	1,592,714	\$ 2,627.98	\$ 3,057.97
192150	GAELIC PROPERTIES INC	GFO		\$ 200	11,250	\$ 168.75	56,813	446,987	503,800	\$ 831.27	\$ 1,200.02
192200	ARVON BLOCK DEVELOPMENT VENTURE LLC	GFO		\$ 200	11,237	\$ 168.56	56,813	2,386,687	2,443,500	\$ 4,031.78	\$ 4,400.33
192300	MURPHY REAL ESTATE LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	2,482,250	2,547,500	\$ 4,203.38	\$ 4,628.38
192350	WEIGAND JOHN W & PEGGY LOU ETAL	GFO		\$ 200	15,000	\$ 225.00	65,250	797,050	862,300	\$ 1,422.80	\$ 1,847.80
192450	JENNINGS LAND LIMITED PARTNERSHIP	GFO		\$ 200	7,500	\$ 112.50	48,375	120,125	168,500	\$ 278.03	\$ 590.53
192500	OIDHREACT PROPERTIES LLC	GFO		\$ 200	20,016	\$ 300.24	74,849	302,270	377,119	\$ 622.25	\$ 1,122.49
192700	MURPHY REAL ESTATE LLC	GFO		\$ 200	46,237	\$ 693.56	135,585	40,990	176,575	\$ 291.35	\$ 1,184.90
192850	MURPHY REAL ESTATE LLC	GFO		\$ 200	6,229	\$ 93.44	45,540	357,880	403,420	\$ 665.64	\$ 959.08
192950	LAWYERS GUNS & MONEY LLC	GFO		\$ 200	9,017	\$ 135.26	51,750	1,153,150	1,204,900	\$ 1,988.09	\$ 2,323.34
193050	CTA BUILDING LLP	GFO		\$ 200	12,606	\$ 189.09	59,850	2,540,650	2,600,500	\$ 4,290.83	\$ 4,679.92
193100	CTA BUILDING LLP ETAL	GFO		\$ 200	1,800	\$ 27.00	35,550	-	35,550	\$ 58.66	\$ 285.66
193150	KELMAN ZOLLIE ETAL	GFO		\$ 200	14,100	\$ 211.50	63,225	207,670	270,895	\$ 446.98	\$ 858.48
193200	KELMAN ZOLLIE ETAL	GFO		\$ 200	15,000	\$ 225.00	65,250	803,650	868,900	\$ 1,433.69	\$ 1,858.69
193250	WHITE BELLY PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	238,025	286,400	\$ 472.56	\$ 785.06
193300	MARZETTA MICHAEL	GFO		\$ 200	7,500	\$ 112.50	48,375	348,325	396,700	\$ 654.56	\$ 967.06
193350	FERRIN WILLIAM E & MARY SUZANNE TRUST	GFO		\$ 200	7,500	\$ 112.50	48,375	315,025	363,400	\$ 599.61	\$ 912.11
193450	GREAT FALLS TRANSIT DISTRICT	GFO		\$ 200	15,000	\$ 225.00	65,250	290,520	355,770	\$ 587.02	\$ 1,012.02
193550	GREAT FALLS RESCUE MISSION	GFO		\$ 200	15,000	\$ 225.00	65,250	567,830	633,080	\$ 1,044.58	\$ 1,469.58
193650	FERRIN WILLIAM E & MARY SUZANNE TRUST	GFO		\$ 200	7,500	\$ 112.50	48,375	250,325	298,700	\$ 492.86	\$ 805.36
193700	WHITE BELLY PROPERTIES LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	19,550	84,800	\$ 139.92	\$ 564.92
193900	NEIGHBORHOOD HOUSING SERVICES INC	GFO		\$ 200	7,500	\$ 112.50	48,375	17,700	66,075	\$ 109.02	\$ 421.52
193950	PLACID RENTALS LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	194,310	259,560	\$ 428.27	\$ 853.27
224650	PORTNEY ABBY KELMAN	GFO		\$ 200	19,483	\$ 292.25	77,144	377,856	455,000	\$ 750.75	\$ 1,243.00
616205	WHITCOMB BRENDAN	503		\$ 200	574	\$ 8.61	2,897	120,203	123,100	\$ 203.12	\$ 411.73
616210	FRANK PLUMLEE FAMILY TRUST	503	125	\$ 50	450	\$ 6.75	2,273	190,327	192,600	\$ 317.79	\$ 374.54
616215	HAGAN ROGER A	503	125	\$ 50	308	\$ 4.62	1,557	139,043	140,600	\$ 231.99	\$ 286.61
616220	FINLAYSON JAMES D	503	125	\$ 50	291	\$ 4.37	1,471	138,729	140,200	\$ 231.33	\$ 285.70

**GREAT FALLS BUSINESS IMPROVEMENT DISTRICT  
ASSESSMENTS FOR FISCAL YEAR 2023, TAX YEAR 2022  
RESOLUTION #10462 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
616225	REYNOLDS STEWART W & SARA A	503	125	\$ 50	500	\$ 7.50	2,522	197,878	200,400	\$ 330.66	\$ 388.16
616230	SAVAGE JEFFREY J ETAL	503	125	\$ 50	476	\$ 7.14	2,403	192,497	194,900	\$ 321.59	\$ 378.73
616235	WHITCOMB BRENDAN	503	125	\$ 50	469	\$ 7.04	2,369	190,431	192,800	\$ 318.12	\$ 375.16
616240	BENNETTS MARJORIE	503	125	\$ 50	268	\$ 4.02	1,352	128,348	129,700	\$ 214.01	\$ 268.03
616245	KUBAS HEATHER	503	125	\$ 50	416	\$ 6.24	2,102	167,598	169,700	\$ 280.01	\$ 336.25
616250	WHITCOMB BRENDAN	503		\$ 200	608	\$ 9.12	3,068	205,032	208,100	\$ 343.37	\$ 552.49
616255	WHITCOMB BRENDAN	503		\$ 200	311	\$ 4.67	1,568	65,232	66,800	\$ 110.22	\$ 314.89
616260	WHITCOMB BRENDAN	503		\$ 200	441	\$ 6.62	2,227	113,173	115,400	\$ 190.41	\$ 397.03
616265	WHITCOMB BRENDAN	503		\$ 200	444	\$ 6.66	2,244	88,356	90,600	\$ 149.49	\$ 356.15
616270	COMMUNITY HEALTH CARE CENTER INC	503		\$ 200	574	\$ 8.61	2,897	150,803	153,700	\$ 253.61	\$ 462.22
616275	UNDERWOOD JASON M	503	125	\$ 50	450	\$ 6.75	2,273	185,327	187,600	\$ 309.54	\$ 366.29
616280	GREEN BROOKS ETAL	503	125	\$ 50	549	\$ 8.24	2,772	199,228	202,000	\$ 333.30	\$ 391.54
616285	BISTODEAU JUDY K & GARY	503	125	\$ 50	444	\$ 6.66	2,244	188,856	191,100	\$ 315.32	\$ 371.98
616290	YEON JENEE S	503	125	\$ 50	417	\$ 6.26	2,108	179,192	181,300	\$ 299.15	\$ 355.40
616295	ROBERTS DUSTIN E	503	125	\$ 50	509	\$ 7.64	2,568	205,632	208,200	\$ 343.53	\$ 401.17
616300	JOHNSON CAROLINE B	503	125	\$ 50	416	\$ 6.24	2,102	177,898	180,000	\$ 297.00	\$ 353.24
616305	QUINN SUSAN E	503	125	\$ 50	549	\$ 8.24	2,772	198,528	201,300	\$ 332.15	\$ 390.38
616310	EULTGEN DARREN & CINDY	503	125	\$ 50	444	\$ 6.66	2,244	188,256	190,500	\$ 314.33	\$ 370.99
616315	EULTGEN DARREN & CINDY	503	125	\$ 50	417	\$ 6.26	2,108	177,992	180,100	\$ 297.17	\$ 353.42
616320	BURGAN VALERIE G	503	125	\$ 50	509	\$ 7.64	2,568	201,232	203,800	\$ 336.27	\$ 393.91
616325	WAKEMAN NORMAN S JR & MELYNN K	503	125	\$ 50	416	\$ 6.24	2,102	177,398	179,500	\$ 296.18	\$ 352.42
617100	WILLIAMS DONALD E TRUST ETAL	FP1		\$ 200	6,665	\$ 99.98	42,909	805,191	848,100	\$ 1,399.37	\$ 1,699.34
617150	WARD KRAIG ALLAN	FP1		\$ 200	871	\$ 13.07	5,466	197,420	202,886	\$ 334.76	\$ 547.83
620650	ROGERS DARYL D	CAP		\$ 200	3,615	\$ 54.23	15,680	89,520	105,200	\$ 173.58	\$ 427.81
620660	WILSON THOMAS M JR & KATHLEEN A	CAP		\$ 200	4,574	\$ 68.61	19,869	139,531	159,400	\$ 263.01	\$ 531.62
620670	MEADOWLARK HOME CARE LLC	CAP		\$ 200	6,839	\$ 102.59	29,702	135,698	165,400	\$ 272.91	\$ 575.50
628625	SEIDLITZ JOHN E JR ETAL	HBC		\$ 200	713	\$ 10.70	17,382	62,618	80,000	\$ 132.00	\$ 342.70
628630	CORDEIRO CHRIS A	HBC		\$ 200	713	\$ 10.70	17,382	62,618	80,000	\$ 132.00	\$ 342.70
647400	A&E RENTALS LLC	EBC		\$ 200	10,336	\$ 155.04	58,498	503,302	561,800	\$ 926.97	\$ 1,282.01
647402	UAZ BUILDING PARTNERSHIP	EBC		\$ 200	4,386	\$ 65.79	28,342	288,558	316,900	\$ 522.89	\$ 788.68
647404	RAILROAD SQUARE LLC	EBC		\$ 200	11,903	\$ 178.55	63,936	477,264	541,200	\$ 892.98	\$ 1,271.53
647406	UAZ BUILDING PARTNERSHIP	EBC		\$ 200	4,699	\$ 70.49	28,719	293,781	322,500	\$ 532.13	\$ 802.61
650100	MARTIN SCHULKE & ST JOHN LLP	HBB		\$ 200	10,000	\$ 150.00	33,000	397,160	430,160	\$ 709.76	\$ 1,059.76
650200	MARTIN SCHULKE & ST JOHN LLP	HBB		\$ 200	10,000	\$ 150.00	33,000	397,160	430,160	\$ 709.76	\$ 1,059.76
650300	MARTIN SCHULKE & ST JOHN LLP	HBB		\$ 200	10,000	\$ 150.00	33,000	397,160	430,160	\$ 709.76	\$ 1,059.76
651010	MEYER KATTIE & KIRKLEN A	JHC		\$ 200	936	\$ 14.04	6,037	298,063	304,100	\$ 501.77	\$ 715.81
651020	MONTCARE INC	JHC		\$ 200	588	\$ 8.82	3,793	36,630	40,423	\$ 66.70	\$ 275.52
651030	CONNER DENNIS & JANIS	JHC		\$ 200	542	\$ 8.13	3,793	124,307	128,100	\$ 211.37	\$ 419.50
651040	ROCKET CLONE LLC	JHC		\$ 200	560	\$ 8.40	3,609	151,191	154,800	\$ 255.42	\$ 463.82
651050	SUTTON DANNIE R SR	JHC		\$ 200	596	\$ 8.94	3,841	213,059	216,900	\$ 357.89	\$ 566.87

**GREAT FALLS BUSINESS IMPROVEMENT DISTRICT  
ASSESSMENTS FOR FISCAL YEAR 2023, TAX YEAR 2022  
RESOLUTION #10462 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
651090	NORTH DATA CENTER LLC	JHC		\$ 200	1,430	\$ 21.45	9,225	386,575	395,800	\$ 653.07	\$ 874.52
651100	OLSON KENNETH R & ILINDA M ETAL	JHC		\$ 200	2,770	\$ 41.55	4,044	224,256	228,300	\$ 376.70	\$ 618.25
651115	MARR LIVING TRUST	LJC	125	\$ 50	474	\$ 7.11	3,096	385,704	388,800	\$ 641.52	\$ 698.63
651120	MCCURRY BEATRICE C	LJC	125	\$ 50	474	\$ 7.11	3,096	240,304	243,400	\$ 401.61	\$ 458.72
651125	SALONEN WILLIAM W & SUSAN L	LJC	125	\$ 50	474	\$ 7.11	3,096	220,404	223,500	\$ 368.78	\$ 425.89
651501	L'HEUREUX PAGE WERNER PC	KAT		\$ 200	7,601	\$ 114.02	29,779	739,121	768,900	\$ 1,268.69	\$ 1,582.70
651502	MONTANA HOMEOWNERSHIP NETWORK INC	KAT		\$ 200	1,668	\$ 25.02	6,603	163,897	170,500	\$ 281.33	\$ 506.35
651503	SILVERTIP LLC	KAT		\$ 200	2,224	\$ 33.36	8,870	220,130	229,000	\$ 377.85	\$ 611.21
651504	NEIGHBORHOOD HOUSING SERVICES INC	KAT		\$ 200	1,112	\$ 16.68	4,369	126,770	131,139	\$ 216.38	\$ 433.06
651505	NEIGHBORHOOD HOUSING SERVICES INC	KAT		\$ 200	2,966	\$ 44.49	11,621	288,479	300,100	\$ 495.17	\$ 739.66
651506	NEIGHBORHOOD HOUSING SERVICES INC	KAT		\$ 200	2,966	\$ 44.49	20,884	518,416	539,300	\$ 889.85	\$ 1,134.34
1888310	MCMANUS PROPERTIES LLC	T20N, R3E		\$ 200	31,363	\$ 470.45	102,067	694,280	796,347	\$ 1,313.97	\$ 1,984.42
1921200	NORTHWESTERN CORP TRANSMISSION & DISTR	GF		\$ 200	26,250	\$ 393.75	-	2,560,598	2,560,598	\$ 4,224.99	\$ 4,818.74
1921700	CENTURYLINK INC	GF		\$ 200	30,000	\$ 450.00	-	1,349,334	1,349,334	\$ 2,226.40	\$ 2,876.40
2019175	ENERGY WEST MONTANA INC	GF		\$ 200	91,000	\$ 1,365.00	-	4,212,894	4,212,894	\$ 6,951.28	\$ 8,516.28
2020119	DSB TOWER LLC	DSB		\$ 200	15,000	\$ 225.00	8,212	321,556	329,768	\$ 544.12	\$ 969.12
2020120	DSB TOWER LLC	DSB		\$ 200	5,944	\$ 89.16	5,749	282,378	288,127	\$ 475.41	\$ 764.57
2020121	FRANCIS MARIE PSALM 27:17 LLC	DSB		\$ 200	9,056	\$ 135.84	9,034	596,409	605,443	\$ 998.98	\$ 1,334.82
2020122	SCHULTE DIRK AGENCY	DSB		\$ 200	5,483	\$ 82.25	5,749	355,028	360,777	\$ 595.28	\$ 877.53
2020123	DSB TOWER LLC	DSB		\$ 200	2,831	\$ 42.47	2,956	106,827	109,783	\$ 181.14	\$ 423.61
2020124	DSB TOWER LLC	DSB		\$ 200	2,797	\$ 41.96	2,546	102,920	105,466	\$ 174.02	\$ 415.97
2020125	DSB TOWER LLC	DSB		\$ 200	1,862	\$ 27.93	1,971	70,448	72,419	\$ 119.49	\$ 347.42
2020126	KSJ PROPERTIES LLC	DSB		\$ 200	6,083	\$ 91.25	5,749	539,651	545,400	\$ 899.91	\$ 1,191.16
2020127	DSB TOWER LLC	DSB		\$ 200	1,914	\$ 28.71	1,889	117,395	119,284	\$ 196.82	\$ 425.53
2020128	DSB TOWER LLC	DSB		\$ 200	2,153	\$ 32.30	2,135	68,805	70,940	\$ 117.05	\$ 349.35
2020129	DSB TOWER LLC	DSB		\$ 200	2,491	\$ 37.37	2,464	79,578	82,042	\$ 135.37	\$ 372.73
2020130	GILLEON RESERVATION LLC	DSB		\$ 200	5,618	\$ 84.27	5,749	271,828	277,577	\$ 458.00	\$ 742.27
2020131	DSB TOWER LLC	DSB		\$ 200	12,641	\$ 189.62	16,836	516,318	533,154	\$ 879.70	\$ 1,269.32
2020134	DSB TOWER LLC	DSB		\$ 200	7,023	\$ 105.35	11,087	281,880	292,967	\$ 483.40	\$ 788.74
2020190	HANSERJAC LLC	JHC		\$ 200	3,525	\$ 52.88	5,142	215,658	220,800	\$ 364.32	\$ 617.20
2020196	STSA PARTNERS LLC	FBC		\$ 200	8,455	\$ 126.83	45,664	1,048,136	1,093,800	\$ 1,804.77	\$ 2,131.60
2020197	HICKS ENDEAVORS LLC	FBC		\$ 200	2,165	\$ 32.48	11,416	259,284	270,700	\$ 446.66	\$ 679.13
162350	H & H APARTMENTS LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	405,425	453,800	\$ 748.77	\$ 1,061.27
162400	MYERS & MYERS RENTALS	GFO		\$ 200	7,500	\$ 112.50	48,375	218,225	266,600	\$ 439.89	\$ 752.39
162450	SPECIAL OLYMPICS MONTANA INC	GFO		\$ 200	7,500	\$ 112.50	48,375	311,525	359,900	\$ 593.84	\$ 906.34
162500	JOSEPH SANTANA PROPERTIES LLC	GFO		\$ 200	29,969	\$ 449.54	99,000	615,590	714,590	\$ 1,179.07	\$ 1,828.61
162700	DUTT GORDON R & FRANCES S TRUST ETAL	GFO		\$ 200	7,500	\$ 112.50	48,375	203,625	252,000	\$ 415.80	\$ 728.30
162750	MTC LIFESTYLE LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	466,080	514,455	\$ 848.85	\$ 1,161.35
162900	CITY BAR INC	GFO		\$ 200	22,477	\$ 337.16	82,125	321,740	403,865	\$ 666.38	\$ 1,203.53
162950	CITY BAR INC	GFO		\$ 200	7,500	\$ 112.50	48,375	82,720	131,095	\$ 216.31	\$ 529.94



GREAT FALLS BUSINESS IMPROVEMENT DISTRICT  
 ASSESSMENTS FOR FISCAL YEAR 2023, TAX YEAR 2022  
 RESOLUTION #10462 - EXHIBIT "A"

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
163000	L & E DEVELOPMENT INC	GFO		\$ 200	7,500	\$ 112.50	48,375	8,100	56,475	\$ 93.18	\$ 405.68
188500	BIG SKY DEVELOPMENT ENTERPRISES INC	GFO		\$ 200	7,500	\$ 112.50	48,375	50,525	98,900	\$ 163.19	\$ 475.69
188550	BIG SKY DEVELOPMENT ENTERPRISES INC	GFO		\$ 200	7,500	\$ 112.50	48,375	8,150	56,525	\$ 93.27	\$ 405.77
188600	KERMITZ LLC	GFO		\$ 200	11,238	\$ 168.57	56,813	300,587	357,400	\$ 589.71	\$ 958.28
188650	LERAY PROPERTIES LLC	GFO		\$ 200	3,750	\$ 56.25	39,938	78,962	118,900	\$ 196.19	\$ 452.44
188700	ROBERTSON KIRBI KAE	GFO		\$ 200	1,780	\$ 26.70	35,550	69,050	104,600	\$ 172.59	\$ 399.29
188750	MY VIOLA PROPERTIES LLC	GFO		\$ 200	3,668	\$ 55.02	39,600	138,600	178,200	\$ 294.03	\$ 549.05
188800	KAPPHAN BRIAN R & LINDA S	GFO		\$ 200	352	\$ 5.28	36,225	45,310	81,535	\$ 134.53	\$ 339.81
188850	SHIMA DOUGLAS	GFO		\$ 200	3,750	\$ 56.25	39,938	32,850	72,788	\$ 120.10	\$ 376.35
188900	MTC LIFESTYLE LLC	GFO		\$ 200	11,250	\$ 168.75	56,813	11,920	68,733	\$ 113.41	\$ 482.16
189050	BIG SKY DEVELOPMENT ENTERPRISES INC	GFO		\$ 200	18,750	\$ 281.25	73,688	20,800	94,488	\$ 155.91	\$ 637.16
189075	BIG SKY DEVELOPEMENT ENT	GFO		\$ 200	33,739	\$ 506.09	107,438	1,121,462	1,228,900	\$ 2,027.69	\$ 2,733.77
<b>TOTALS</b>				<b>\$ 39,100</b>	<b>2,126,057</b>	<b>\$ 31,890.86</b>	<b>\$ 9,111,850</b>	<b>\$ 109,183,338</b>	<b>118,295,188</b>	<b>\$ 195,187.06</b>	<b>\$ 266,177.92</b>

New parcels added to BID for Tax Year 2022



Commission Meeting Date: September 20, 2022  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Resolution 10463 to Levy and Assess Properties within the Tourism Business Improvement District

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Annual Assessment Process

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

**Action Requested:** City Commission Adopt Resolution 10463

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10463.”

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

**Staff Recommendation:** Staff recommends the City Commission adopt Resolution 10463 to levy and assess properties within the Tourism Business Improvement District (TBID).

**Background:** The initial creation of the TBID was in 2008. On February 6, 2018, the City Commission approved Resolution 10222 re-creating said TBID for a duration of ten (10) years. The TBID's overall purpose is to promote tourism, conventions, trade shows, and travel to the City of Great Falls through the use of assessment revenue. If there are any material increases or decreases in the actual assessment from the approved budget, the TBID's Board will either request a budget amendment from the City Commission, or the Board will include the amount of revenue whether it is an increase or decrease in their Work Plan and Budget for the coming Fiscal Year.

On July 19, 2022, as required by State Statute 7-12-1132 (3) MCA, the TBID presented a proposed Work Plan and Budget and recommended a method of levying an assessment on the properties within the district that best ensures the assessment on each property is equitable and in proportion to the benefits to be received for Fiscal Year 2022/2023. Following the public hearing held on July 19, 2022, the City Commission moved to adopt the 2022/2023 Work Plan and Budget for the TBID.

**Fiscal Impact:**

The assessment will be according to the formula approved with the re-creation of the district:

The assessment will be a flat fee of two dollars (\$2.00) per occupied room night for establishments with 31 or more rooms and a flat fee of one dollar (\$1.00) per occupied room night for establishments with 1-

30 as prescribed in Mont. Code Ann. Section 7-12-1133(f). The new assessment method began on July 1, 2018. Assessment data is collected by an outside accounting firm through quarterly reporting from each property and is billed in arrears.

The assessment amount requested by the TBID through their Work Plan and Budget was \$772,693. The actual assessment for Fiscal Year 2022/2023 based on the above assessment formula will generate \$757,388 in assessment revenue. Last year, the total assessment billed was \$589,004. The increase of \$168,384 over last year's assessment is attributed to an increase in lodging for the assessment period that ended June 30, 2022. The 2022/2023 assessment per property is indicated on the assessment projection summary as Exhibit "A" incorporated herein and made a part of Resolution 10463.

**Alternatives:** The City Commission could choose to deny Resolution 10463 to assess the property owners in the TBID. However, on July 19, 2022, the City Commission approved the TBID Budget which identifies the TBID assessment as 68% of the operating revenues. Denial of Resolution 10463 will prevent the TBID from carrying out the City Commission previously approved budget.

**Concurrences:** The TBID partners with several organizations to provide results and follow the overall purpose for the TBID. Finance staff is responsible for assessing and collecting the revenues.

**Attachments/Exhibits:**

- Resolution 10463
- Resolution 10463 Exhibit "A"

**RESOLUTION 10463****A RESOLUTION LEVYING AN ASSESSMENT ON ALL PROPERTIES  
WITHIN THE GREAT FALLS TOURISM BUSINESS IMPROVEMENT DISTRICT  
(TBID) NO. 1307**

**WHEREAS**, the City Commission, is authorized to create and administer a business improvement district as provided by § 7-12-1101 through § 7-12-1151 MCA; and,

**WHEREAS**, the City Commission is authorized, more specifically by § 7-12-1101 through § 7-12-1144 MCA, to create a Tourism Business Improvement District (TBID) to promote tourism, conventions, trade shows, and travel to the City of Great Falls; and,

**WHEREAS**, on December 2, 2008, the City Commission approved Resolution 9792 creating the Tourism Business Improvement District No. 1307 in Great Falls, Montana for a duration of ten (10) years; and,

**WHEREAS**, on February 6, 2018, the City Commission approved Resolution 10222, re-creating said Tourism Business Improvement District for a duration of ten (10) years; and

**WHEREAS**, a Board of Directors for the Tourism Business Improvement District has been appointed and said Board has developed and submitted a Work Plan and Proposed Budget to the City Commission; and,

**WHEREAS**, the City Commission is required by § 7-12-1132(b) MCA to conduct a public hearing to hear objections to the work plan and budget, and may modify as it considers necessary and appropriate; and,

**WHEREAS**, the City Commission, is authorized to require all or any portion of the cost of funding all uses and projects for tourism promotion within Great Falls, as specified in the Great Falls Tourism Business Improvement District budget, be paid by the owners of the

property embraced within the boundaries of such a district; and,

**WHEREAS**, the City Commission, is authorized to annually assess and collect the entire cost of the district against the entire district using a method, which best ensures that the assessment on each lot or parcel is equitable in proportion to the benefits to be received as provided by § 7-12-1133 MCA.

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

Section 1 – Adoption of Work Plan and Budget

On July 19, 2022, the City Commission held a public hearing on any objections to the Work Plan and Proposed Budget with the understanding that approval of the two documents would necessitate the levying of an assessment on all the property in the district.

Section 2 – Assessment Method

All parcels with hotels, with six or more rooms, defined as any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping purposes and includes any hotel, inn, motel, or other similar structure or portion thereof, within the boundaries of the district are to be assessed for the costs of operating the Tourism Business Improvement District. Stays by persons who are otherwise exempt from paying a transient occupancy tax (a.k.a lodging facility use tax), as provided in § 15-65-101 through § 15-65-136 MCA, shall be exempt from the assessment.

The assessment will be a flat fee of two dollars (\$2.00) per occupied room night for establishments with 31-40 rooms (Land Use Code 154) and establishments with over 40 rooms (Land Use Code 155) and a flat fee of one dollar (\$1.00) per occupied room night for establishments with 1-10 rooms (Land Use Code 151), 11-20 rooms (Land Use Code 152) and for establishments with 21-30 rooms (Land Use Code 153) as prescribed in Mont. Code Ann. § 7-12-1133(f).

The assessment requested for Fiscal Year 2022/2023 is based on the above assessment formula and will generate SEVEN HUNDRED FIFTY SEVEN THOUSAND THREE HUNDRED EIGHTY EIGHT DOLLARS (\$757,388) in assessment revenue due to the assessment time frame.

Due to overwhelming support for a Tourism Business Improvement District and concurrence with the assessment formula, the City Commission hereby approves the levying of the assessment as indicated on the assessment projection summary attached to this resolution as Exhibit “A”.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o’clock p.m. on November 30, 2022 and May 31, 2023.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,  
this 20<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Jeff Hindoien, City Attorney

**TOURISM BUSINESS IMPROVEMENT DISTRICT  
ASSESSMENTS FOR TAX YEAR 2022, FISCAL YEAR 2023  
RESOLUTION #10463 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	BUSINESS NAME	SUB DIV	LOT	BLOCK	PROPERTY ADDRESS	TBID ASSESSMENT
1	1734800 3 HIGH INC	AIRWAY MOTEL	UNA	1	8	1800 14TH ST SW	EXEMPT
2	314000 FORBES PROPERTIES INC.	ALBERTA MOTEL & ANNEX COURT	GF5	LOT 8 - E15' & E15' OF W35' OF N80' LOT 9	607	1101 CENTRAL AVE W	\$ 1,486.00
3	716000 BRGF ENTERPRISES LLC	BEST RESTING GREAT FALLS INN	COW	1	1	5001 RIVER DR N	\$ 94.00
4	1083100 HERITAGE INN INC	BEST WESTERN HERITAGE INN	MNT	2-7	1	1700 FOX FARM RD	\$ 57,282.00
5	311500 MEHTA MARK ETAL	CENTRAL MOTEL	GF5	11-14	603	715 CENTAL AVE	\$ 1,236.00
6	898070 I15 HOTELS LLC	COMFORT INN & SUITES	GMP	8	1	1801 MARKET PLACE DR	\$ 25,896.00
7	1894100 VOLK ROY D & DIANE N	CRESTVIEW INN & SUITES				500 13TH AVE S	EXEMPT
8	1900110 GREAT FALLS CRYSTAL INN LLC	CRYSTAL INN	FJT	1	1	3701 31ST ST SW	\$ 29,090.00
9	1861800 COOPERS TROOPERS LIMITED PARTNERSHIP	DAYS INN	WW4	1	1	101 14TH AVE NW	\$ 27,710.00
10	191500 CYRUS INVESTMENTS LLC	TRAVELDOGE	GFO	4-7	366	220 CENTRAL AVE	\$ 25,428.00
11	526020 BRE ESA PROPERTIES LLC	EXTENDED STAY AMERICA	BBP	3	1	800 RIVER DR S	\$ 26,156.00
12	824600 OZZY LLC	GREAT FALLS COMFORT INN	G15	10	2	1120 9TH ST S	\$ 25,968.00
13	278000 KRYSTAL LLC A MONTANA LIMITED LIABILITY	JKR, LLC	GF1	1- 7	513	1000 9TH AVE S	\$ 29,062.00
14	898060 GREAT FALLS HOSPITALITY LLC	GREAT FALLS HOLIDAY INN	GMP	7AA	1	1625 MARKET PLACE DR	\$ 35,606.00
15	722415 GREAT FALLS INN	EXPRESS HOTEL & SUITES	DE2	2	1	1400 28TH ST S	\$ 26,844.00
16	1897650 GREAT FALLS LODGING INVESTORS	HAMPTON INN		SEC 15, TWSHP 20, RANGE 3E		2301 14TH ST SW	\$ 41,518.00
17	972810 RUSSELL COUNTRY INVESTORS LLC	HILTON GARDEN INN	HGI	2	1	2520 14TH ST SW	\$ 44,750.00
18	821600 DHILLON HOTELS INC	HOLIDAY INN	G15	15	1	400 10TH AVE S	\$ 54,894.00
19	192200 ARVON BLOCK DEVELOPMENT VENTURE LLC	HOTEL ARVON	GFO	E1/2 LOT 4 - ALL OF LOT 5	368	116 1ST AVE S	\$ 14,840.00
20	122950 MEHTA PROPERTIES LLP	IMPERIAL INN	GFO	13-14	255	601 2ND AVE N	\$ 1,223.00
21	526040 GREAT FALLS INN-VESTMENTS LLC	BEST WESTERN PLUS RIVERFRONT HOTEL & SUITES	BBP	5	1	600 RIVER DR S	\$ 46,844.00
22	NA MALMSTROM INN & SUITES	MALMSTROM INN & SUITES				7028 4TH AVE N	EXEMPT
23	157350 TWEDT SURVIVORS TRUST ETAL	MID-TOWN MOTEL	GFO	5-6	307	526 2ND AVE N	\$ 8,224.00
24	1083400 VOLK ROY D & DIANE N	MOTEL 6	MNT	1	2	2 TREASURE STATE DR	\$ 21,282.00
25	189075 BIG SKY DEVELOPMENT ENT	O'HAIRE MOTOR INN	GFO	W/2 LOT 10 & LOTS 11-14	361	17 7TH ST S	\$ 16,896.00
26	979200 MEHTA MUKESH N	PLAZA INN	HL1	5, 6, 7	1	1224 10TH AVE S	\$ 2,261.00
27	185550 MEHTA PROPERTIES PARTNERSHIP ETAL	ROYAL MOTEL	GF1	1-3	355	1300 CENTRAL AVE	\$ 62.00
28	1832800 1521 LLC	STARLIT MOTEL	WGF	W40' 4 & 5-12	34	1521 1ST AVE NW	EXEMPT
29	1881302 RIVERSIDE HOTEL PARTNERS LLC	SPRINGHILL SUITES		IN NWSWSE SC, T20N,R3E PAR 2 COS 4516 IN SESW & IN GOV 7		421 3RD ST NW	\$ 65,316.00
30	1888950 VIRK HOSPITALITY GREAT FALLS LLC	STAYBRIDGE SUITES				201 3RD ST NW	\$ 45,174.00
31	979300 REESE VALENTINE HOMES LLC	SUPER 8	HL1	8-14	3	1214 13TH ST S	\$ 41,020.00
32	1047100 MEHTA MUKESH N	WESTERN MOTEL a.k.a. SKI'S	LIN	11-19	2	2420 10TH AVE S	\$ 2,700.00
33	2018007 GREAT FALLS HOTEL RE LLC	SLEEP INN & MAINSTAY SUITES	COU		3	520 COUNTRY CLUB BLVD	\$ 38,526.00
<b>33</b>	<b>TOTALS</b>						<b>\$ 757,388.00</b>



Commission Meeting Date: September 20, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10454, “A Resolution Certifying the Abatement of a Nuisance and Statement of Expense, Addressed as 1915 6<sup>th</sup> Avenue North is Completed.”

**From:** Heather Rohlf, Code Enforcement Officer

**Initiated By:** Heather Rohlf, Code Enforcement Officer

**Presented By:** Tom Micuda, Deputy Director, Planning and Community Development

**Action Requested:** Conduct a public hearing and adopt Resolution 10454

**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 10454.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

**Summary:** Resolution 10425 was presented to, and adopted by, the City Commission on September 21, 2021. Resolution 10425 declared the subject property a Nuisance and authorized City Staff to force abatement if necessary, to the satisfaction of the P&CD Director. Mrs. Moore did not complete the abatement within the designated time period dictated by the resolution.

Some of the required abatement action was that the residential structure and foundation on the property was ordered to be demolished, and the removal of rubbish and exterior storage.

In order to abate the subject Nuisance, City Staff contracted with WVH Enterprises to demolish the residential structure and remove the rubbish and exterior storage on the subject property. The demolition and removal of rubbish and exterior storage was completed on April 12, 2022. The original cost of the project was \$21,550. The cost increased \$1,300 to \$22,850 due to the owner prohibiting the contractor from entering with his equipment from the alley. The contractor used the front of the lot to demo the residence, other structures and remove the rubbish which damaged the City sidewalk. Copies of the



invoices are attached to the Resolution under consideration as Exhibit “B”. Said invoice was subsequently paid by the City on April 27, 2022. A copy of the payment document is attached to the Resolution under consideration as Exhibit “C”.

By adopting Resolution 10454, the Commission will certify that the subject Nuisance has been abated and confirms the Statement of Expense. This action is authorized and required by OCCGF 8.49.060 and 070. Notice of the consideration of this Resolution was provided to the subject property owner and all other interested parties via certified mail, postage prepaid, return receipt requested on August 12, 2022, as well as regular mail, and posting the notice on the subject property. See Exhibit “C” attached to this agenda report.

If the Commission does adopt the resolution under consideration, the subject property owner may pay the outstanding balance to the City Finance Department within five (5) calendar days. If the property owner does not pay the outstanding balance within that time, Staff recommends that the City Commission direct that the costs be collected as a special assessment on the subject property.

If the Commission does not adopt the Resolution under consideration, the City will not recover the costs of the forced abatement. This Resolution will be recorded in the official property file at the Cascade County Clerk and Recorder’s Office.

**Fiscal Impact:** If adopted, Resolution 10454 will allow the City to recover the costs associated with the subject abatement totaling \$22,850.00, either directly from the property owners, or as a special assessment against the property.

**Concurrences:** Legal Department

**Attachments/Exhibits:**

Resolution 10454

Exhibit “A”

Exhibit “B”

Exhibit “C”

Photo Set 1

Photo Set 2

Photo Set 3

Photo Set 4

**RESOLUTION 10454**

**A RESOLUTION CERTIFYING THE ABATEMENT OF A NUISANCE AND STATEMENT OF EXPENSE, ON PROPERTY ADDRESSED AS 1915 6<sup>TH</sup> AVENUE NORTH IS COMPLETED.**

\*\*\*\*\*

**WHEREAS**, the City Commission adopted Resolution 10425 on September 21, 2021 declaring certain property located at 1915 6<sup>th</sup> Avenue North, Lot 11, Block 147, Great Falls 3<sup>rd</sup>, Cascade County, Montana, a Nuisance, ordered the Nuisance abated, and authorized staff to force abatement if necessary; and

**WHEREAS**, the City Commission adopted Resolution 10425 in which to complete the abatement as set forth in said Resolution; and

**WHEREAS**, Emily Moore, property owner, did not complete the abatement as set forth in said Resolution; and

**WHEREAS**, said forceable abatement process was completed by the City; and

**WHEREAS**, the City incurred costs in the forced abatement of said Nuisance; and

**WHEREAS**, the City Commission wishes to certify that the subject Nuisance has been abated and finds it is the public’s interest to reclaim the costs of said abatement, pursuant to the Official Code of Great Falls 8.49.080; and

**WHEREAS**, the subject property owner was provided notice of the statement of expenses and the Commission’s consideration of this Resolution as set forth in Exhibit “A” attached hereto and by reference incorporated herein.

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

1. The Commission hereby confirms the statement of expenses as set forth in Exhibit “B” and copy of the payment as set forth in Exhibit “C”; and
2. The method of abatement included City contracting for the demolition of the residential structure and removal of rubbish and exterior storage on the property. The owner of the subject property shall pay the total outstanding balance of \$22,850.00 within five (5) calendar days of the adoption of this Resolution to the Great Falls Finance Department, Civic Center Room 104, Park Drive South, Great Falls, MT 59401; and
3. If the balance is not paid as directed hereby, the Great Falls Finance Department is directed to collect the same as a special assessment on the subject property; and

4. This Resolution shall be recorded in the official property file for the subject property at the Cascade County Clerk and Recorder’s Office.

**BE IT FURTHER RESOLVED BY SAID CITY COMMISSION** that this Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, on September 20, 2022.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Jeffrey Hindoien, City Attorney



Planning & Community Development  
Room 112  
2 Park Drive South  
Great Falls, MT 59401

August 12, 2022

CERTIFIED MAIL

Emily Moore  
1915 6<sup>th</sup> Avenue North  
Great Falls, MT 59401

Re: 1915 6<sup>th</sup> Avenue North, Great Falls MT 59401, Emily Moore property

Dear Emily Moore,

I am writing this letter to you as the legal owner of the above referenced property. If you no longer own this property, please advise me as soon as possible.

On September 21, 2021, the Great Falls City Commission adopted Resolution 10425. Resolution 10425 declared the above referenced property a nuisance and authorized City staff to force abatement of the Nuisance if necessary. The mandatory timeline for abatement pursuant to Resolution 10425 was not complied with, and the City commenced forced abatement of the property.

On April 12, 2022, the City, through its designated contractor, completed all work necessary to abate the nuisance at the subject property. Pursuant to the Official Code of the City of Great Falls (OCCGF) § 8.49.060, the City maintained an accounting of its expenses in abating the subject nuisance. Pursuant to OCCGF § 8.49.060, the City is hereby providing you its statement of expense, totaling Twenty Two Thousand Eight Hundred Fifty Dollars (\$22,850.00). Attached to this letter, and by reference incorporated herein, is documentation supporting the statement of expense.

You are hereby advised that the City Commission will consider Resolution 10454 on September 20, 2022, at 7:00 p.m. at the City Commission Chambers. Pursuant to OCCGF § 8.49.070, the City Commission will be requested to adopt Resolution 10454 confirming this statement of expense. Should the Commission adopt Resolution 10454, you are further advised that failure to pay the total balance of the City's expenses within five (5) calendar days will result in the City's expenses being collected as a special assessment against the subject property.

You may contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Raymond", written over a horizontal line.

Craig Raymond  
Great Falls, Planning and Community Development Director

cc: Greg Doyon, City Manager  
Jeffrey Hindoién, City Attorney  
Emily Moore, 1915 6<sup>th</sup> Avenue North, Great Falls, MT 59401  
CB1 Inc / CBM Collections, PO Box 7429, Missoula, MT 59807



# CONSTRUCTION PROPOSAL

WVH Enterprises 3405 18th Ave South Great Falls MT 59405  
LLC

(406)-788-9721 Fax: (406)-315-1693 email: wvh7enterprises@outlook.com

	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>CUSTOMER</b>	1	Raze existing home located at 1925 6th Ave North		
CITY OF GREAT FALLS	1	Raze (2) pre-manufactured sheds located on same property		
<b>ESTIMATE NO</b>	1	Demo all site concrete within property boundaries and properly dispose of		
22-103	1	Demo main structure basement foundation (ftgs/walls/slab) and properly dispose of		
<b>DATE</b>	1	Remove all accumulated items within above-mentioned structures and dispose of		
3/7/2022	1	Remove all accumulated materials within property boundaries and dispose of		
<b>ADDRESS</b>	1	Import clean fill to backfill & compact foundation excavation		
1925 6TH AVE NORTH	1	Grade property for proper drainage, spread fertilizer and grass seed to restore vegetation		

**CITY/STATE/ZIP**  
Great Falls MT 59401

**WVH ENTERPRISES WILL COMPLETE THIS PROJECT WITHIN 14 DAYS OF PERMIT BEING ISSUED**

**PHONE**

**E-MAIL**

**Estimator**  
W Van Heel

**PROJECT**

**PREPARED BY:**  
WVH

**ATTENTION**

**BRUCE HAMAN**

**THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:**  
This quote is valid for 30 days. Price excludes the following: Bond, prevailing wage, 1% state tax, OT/weekend work, testing, utility disconnect fees, hazardous material remediation

<b>SUBTOTAL</b>	<b>\$21,550.00</b>
<b>TAX RATE</b>	<b>0.00%</b>
<b>SALES TAX</b>	
<b>OTHER</b>	
<b>TOTAL</b>	<b>\$21,550.00</b>

*Sign Below to Accept Quote:*

\_\_\_\_\_  
Authorized Rep

\_\_\_\_\_  
Date



6214 2nd Ave North Ste 01  
Great Falls MT59405  
Phone: (406)-788-9721  
Fax: (406)-315-1693  
wvh7enterprises@outlook.com

# INVOICE

**Date** 4/11/2022  
**Invoice #** #22-103  
**For** Demo fire-damaged home on property

**Bill To:**

**Customer :** City of Great Falls  
Community Development  
**Street Address:** 2 Park Drive S  
**City, ST ZIP Code:** Great Falls MT 59401  
**Phone:** (406)-455-8430

Quantity	Description	Unit price	Amount	Column1
1	Raze home per WVH quote #22-103 dated 3/7/22		\$ 21,550.00	
1	Demo/replace 32' of existing city sidewalk		\$ 1,300.00	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	

**Subtotal** \$ 22,850.00

Make all checks payable to WVH Enterprises LLC.

If you have any questions concerning this invoice, contact Wylie at 406-788-9721.

Thank you for your business!

**Credit**

**Tax**

**Additional discount**

**Balance due** \$ 22,850.00

*Bateh*  
*5314*

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	AMOUNT
5054	WVH ENTERPRISES, L.L.C.	465120	04/27/2022	\$22,850.00

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
04/11/2022	22103	RAZING HOME PER CITY	\$22,850.00

THIS CHECK IS VOID WITHOUT A BLUE AND GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW



**City of Great Falls**  
 P.O. Box 5021  
 Great Falls, MT 59403  
 (406) 455-8424

US Bank  
 300 Central Ave  
 Great Falls, MT 59403  
 (406) 454-9317  
 93-38/029

Vendor Number	Check Number	Check Date
5054	465120	04/27/2022

VOID 90 DAYS FROM DATE OF ISSUE

\*\*\* Twenty-Two Thousand Eight Hundred And Fifty Dollars And Zero Cents \*\*\*

\$22,850.00

Pay To The Order Of  
 WVH ENTERPRISES, L.L.C.  
 6214 2ND AVENUE N, SUITE 01  
 GREAT FALLS, MT 59405

*Melissa King*  
 Authorized Signature MP  
  
*[Signature]*  
 Authorized Signature MP

BORDER CONTAINS MICROPRINTING

⑈00465120⑈ ⑆092900383⑆ 150090411979⑈









