



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers
December 21, 2021
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. Please refrain from attending in person if you are not feeling well.
- Provide public comments in writing by 12:00 PM the day of the meeting: Mail to City Clerk, PO Box 5021, Great Falls, MT 59403, or via email to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.
- Call-in. Call in during specific public comment periods at 406-761-4786. Please note that the call in option may not be the most ideal option as there is a time delay between what is being aired/streamed and the live meeting, and there may be significant waiting times depending on how many calls are in the queue. Public would need to watch the meeting through the viewing methods listed above and call in when prompted by the Mayor. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

PETITIONS AND COMMUNICATIONS

1. 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

2. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

3. Reappointment/appointment to the City-County Board of Health.

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, December 7, 2021, City Commission Meeting.
7. Minutes, December 7, 2021, Special City Commission Meeting.
8. Total Expenditures of \$1,380,125 for the period of November 16, 2021 through December 8, 2021, to include claims over \$25,000, in the amount of \$783,432.
9. Contracts List.
10. Approve the purchase of one new 2022 800-HPR ECO IV truck mounted sewer jet cleaner, for \$211,973.78; one new 2022 RamVac 2000 trailer mounted sewer vacuum for \$203,303.17; and one new Peterbilt 548 cab & chassis for \$104,779, with no trade-ins, to SWS Equipment, LLC of Spokane, WA and Montana Peterbilt of Missoula through Sourcewell, formerly known as NJPA, for a total of \$520,055.95, including shipping.
11. Award a contract in the amount of \$231,710 to MRTE Inc, for the Lincoln ADA Upgrades including bid schedules A, B, and C, and authorize the City Manager execute the necessary documents.

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

PUBLIC HEARINGS

12. Lease Agreement with the Electric City BMX Association for a portion of City-owned property located in Highland Park. *Action: Conduct a public hearing and approve or not approve the lease agreement. (Presented by Patty Rearden)*
13. Lease Agreement with the Electric City Baseball Academy for City-owned property located in Lot 3, Block 1, Missouri River Manor Addition, and known as Don Olson Baseball Field. *Action: Conduct a public hearing and approve or not approve lease agreement. (Presented by Patty Rearden)*
14. Ordinance 3234, Amending Title 9, Chapter 8, Article 10 of the Official Code of the City of Great Falls (OCCGF), Pertaining to Weapons. *Action: Conduct a public hearing and adopt or deny Ord. 3234. (Presented by Jeff Hindoién)*

OLD BUSINESS

15. Water Treatment Plant Filtration Improvements, Phase II project. *Action: Award or not award the construction contract base bid in the amount of \$4,643,587 and Alternate Bid Item #2 in the amount of \$237,000 for a total amount of \$4,880,587 to Prospect Construction and authorize or not authorize the City Manager to execute the construction contract documents.*

16. Great Falls Police Department, FY 2021 Department of Justice COPS Hiring Grant. *Action: Approve or not approve acceptance of the grant and recommend the funds be utilized for hiring of 3 additional police officers for the Great Falls Police Department. (Presented by Jeff Newton)*

NEW BUSINESS

ORDINANCES / RESOLUTIONS

17. Ordinance 3240: Amending Ordinance 3238 to correct the legal description for property located at 1300 River Drive North. *Action: Accept or not accept Ord. 3240 on first reading and set or not set second reading for January 4, 2022. (Presented by Craig Raymond)*

CITY COMMISSION

18. Miscellaneous reports and announcements from the City Commission.
19. Commission Initiatives.

ADJOURNMENT

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

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

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



Commission Meeting Date: December 21, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Reappointment/appointment to the City-County Board of Health

From: City Commission

Initiated By: City Commission

Presented By: City Commission

Action Requested: Reappoint/appoint one member to the City-County Board of Health for the remainder of a three-year term through December 31, 2024.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission reappoint/appoint _____ to the City-County Board of Health for a three-year term through December 31, 2024.”

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

Summary: Peter Gray served on the Board of Health from January 1, 2016 until he stepped down from the Board in March 2019. On April 16, 2019, Ms. Amanda Ball was appointed to serve the remainder of the term through December 31, 2021. Ms. Ball is eligible and interested in serving another term. In accordance to Resolution 10235 established the policy concerning appointments to Boards and Commissions Item 5:

In the case of a member eligible for and interested in reappointment, if the member is in good standing and the applicable board or commission recommends that the member be reappointed, his or her application shall be brought before the City Commission for consideration for reappointment without advertising for other citizen interest.

We did not advertise for the vacancy, however, we did receive applications from Jonathan D. Martin and Katrina Lewis for the City Commission’s consideration.

The Board of Health has decided not to weigh in on the reappointment or appointment process as it is a City Commission decision.

Background: The Board consists of seven members: two appointed by the City Commission (one of whom is either the mayor or a sitting commissioner); two appointed by the County Commission (one of whom is a county commissioner), the Great Falls Superintendent of Schools; a representative of the local medical association; and a representative of the local dentist’s association. The Board is charged under a

1975 Memorandum of Agreement with the supervision and management of the City-County Health Department.

Current Board Members:

Owen Robinson, City Commission Representative
Matt Martin DDS, Local Dentist's Association Representative
Ray Geyer, DO, Local Medical Association Representative
Joe Briggs, Cascade County Commission Representative
Terry Barber, Cascade County Appointed Representative
Tom Moore, GFPS Superintendent of Schools

Alternatives: The Commission could choose to postpone an appointment for further review and possible interviews or choose not to reappoint or appoint one of the three and direct staff to advertise for other citizens to apply.

Attachments/Exhibits:

Applications from Jonathan D. Martin and Katrina Lewis.



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

Agenda #3.

RECEIVED

DEC 2 2021

CITY MANAGER

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

Board/Commission Applying For: <i>City County Health Commission</i>		Date of Application: <i>12/02/21</i>	
Name: <i>Jonathan D. Martin</i>			
Home Address: <i>2212 2ND Ave. S. - Great Falls, MT 59405</i>		Email address: <i>montanamarins@yahoo.com</i>	
Home Phone: <i>—</i>	Work Phone: <i>—</i>	Cell Phone: <i>(406) 868-3984</i>	
Occupation: <i>Retired</i>		Employer: <i>—</i>	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: <i>10 years as a pharmaceutical rep. for Novartis Pharmaceuticals</i>			
Educational Background: <i>B.S. from North Dakota State University</i>			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: <i>N/A</i>			
Previous and current public experience (elective or appointive): <i>N/A</i>			
Membership in other community organizations: <i>N/A (not much time to do so, until recently)</i>			

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

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

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

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

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

I have a great interest in public health

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

My years with Novartis gives me the ability to read and understand the science (studies, medical articles, etc.) needed (to make a valid contribution to the board) -

Additional comments:

Signature

Jonathan D. Matten

Date:

12/02/21

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

Return this form to:

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

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net



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

Agenda #3.

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

Board/Commission Applying For: CITY COUNTY HEALTH REPRESENTATIVE		Date of Application: 12 -2-2021	
Name: KATRINA LEWIS			
Home Address: 135 GRANITE HILL LN, GREAT FALLS, MT 59405		Email address: katrinadoc64@hotmail.com	
Home Phone: N/A	Work Phone: 406 - 788 - 5220	Cell Phone: 941 - 447 - 8031	
Occupation: MEDICAL PHYSICIAN		Employer: SELF, LOGAN HEALTH	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: I HAVE BEEN AN PHYSICIAN FOR OVER 33 YEARS, WITH DEGREES IN IMMUNOLOGY, PHYSIOLOGICAL CHEMISTRY, CLINICAL NUTRITION, AND TRIPLE BOARD CERTIFIED IN ANESTHESIOLOGY, PAIN MEDICINE AND FUNCTIONAL MEDICINE. I HAVE ALSO WORKED ALL THE WORLD AS WELL AS ALL OVER THE USA, WHICH I BELIEVE GIVES ME A VERY BROAD UNDERSTANDING OF PUBLIC HEALTH OVERALL. I RUN ONE OF THE TOP PTSD PROGRAMS IN THE USA TREATING PTSD WITH STELLATE GANGLION BLOCKS USING A PROPRIETARY PROTOCOL WITH GREAT SUCCESS..			
Educational Background: MEDICAL SCHOOL: UNIVERSITY OF CAPE TOWN SOUTH AFRICA / B.SC IN IMMUNOLOGY & PHYSIOLOGICAL CHEMISTRY UNIVERSITY OF CAPE TOWN MEDICAL SCHOOL/ ANESTHESIOLOGY RESIDENCY UNIVERSITY OF MIAMI MILLER SCHOOL OF MEDICINE/ INTERVENTIONAL PAIN MEDICINE FELLOWSHIP TUFTS UNIVERSITY MA/ FUNCTIONAL MEDICAL BOARD CERTIFICATION AMERICAN ACADEMY OF ANTI AGING AND REGENERATIVE MEDICINE/ ASSOC B.Sc AMERICAN ACADEMY OF CLINICAL NUTRITION TEXAS			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: I HAVE SPOKEN AT NUMEROUS PAIN CONFERENCES AROUND THE USA OVER THE PAST DECADE ON THE TOPICS OF INTERVENTIONAL PAIN PROCEDURES, PTSD, AND RATIONAL MEDICATION MANAGEMENT AND OPIOID PRESCRIBING IN CHRONIC PAIN PATIENTS. I HAVE ALSO BEEN AN EXPERT WITNESS FOR THE STATE OF WASHINGTON MEDICAL QUALITY ASSURANCE COMMISSION, THE ARIZONA MEDICAL LICENSING BOARD, THE MONTANA MEDICAL LEGAL PANEL, AND ALSO WORKED FOR A TIME FOR VARIOUS WORKERS COMPENSATION COMPANIES PROVIDING ADVICE ON TREATMENT AUTHORIZATIONS AND CARE OF INJURED WORKERS COMPENSATION CLIENTS. I HAVE ALSO PROVIDED MEDICO LEGAL ADVICE TO ATTORNEYS IN MOTOR VEHICLE ACCIDENT AND INSURANCES CASES.			
Previous and current public experience (elective or appointive): AS ABOVE, I ALSO RECENTLY SPOKE TO THE ROTARY CLUB OF GREAT FALLS IN NOVEMBER REGARDING MY HIGHLY EFFECTIVE TREATMENT OF PTSD IN OUR COMMUNITY, AND THE IMPACTS ON PATIENTS WITH BOTH CHRONIC PAIN AND ADDICTION WHO ALSO HAVE PTSD			
Membership in other community organizations: I BELONG TO THE INTERNATIONAL SPINE INTERVENTION SOCIETY, THE AMERICAN SOCIETY OF REGIONAL ANESTHESIA; THE AMERICAN SOCIETY OF PAIN AND NEUROSCIENCE. I ALSO CONTRIBUTE TO NUMEROUS CHARITIES E.G PETA, NATURE CONSERVANCY			

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

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

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

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

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

I BELIEVE THE CITIZENS OF CASCADE COUNTY DESERVE ELECTED REPRESENTATIVES WHO BRING EXTENSIVE AND BROAD RANGING MEDICAL EXPERIENCE TO OPTIMIZE PUBLIC HEALTH POLICIES AND DECISIONS ON THEIR BEHALF.

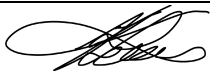
Please describe your experience and/or background which you believe qualifies you for service on this board/commission?

I BELIEVE I AM UNIQUELY QUALIFIED TO REPRESENT OUR CITIZENS ON THE BOARD, GIVEN MY VAST ARRAY OF EXPERIENCE AND TRAINING. CASCADE COUNTY NOT ONLY HAS CHALLENGES IN REGARDS TO COVID AND OTHER VIRAL ILLNESSES, BUT THE ADDITIONAL CHALLENGES OF ADDICTION, CHRONIC PAIN AND PTSD IN OUR COMMUNITY. IN THAT REGARD I AM UNIQUELY QUALIFIED TO HELP THE BOARD MAKE THE BEST DECISIONS FOR OVERALL PUBLIC HEALTH AND MAKE OUR COUNTY A SHINING BEACON OF FORWARD THINKING AND ENLIGHTENED POLICIES.

Additional comments:

I HAVE AN EXTENSIVE CURRICULUM VITAE WHICH I AM HAPPY TO FORWARD TO THE COMMITTEE FOR REVIEW. MY PRIMARY RATIONALE FOR THIS APPLICATION IS THAT, I WOULD LIKE TO START USING MY VAST EXPERIENCE AND SKILLS TO MAKE A DIFFERENCE IN THE LIVES OF CASCADE COUNTY RESIDENTS AND GIVE THEM THE BEST REPRESENTATION POSSIBLE IN TERMS OF DECISIONS THAT ARE MADE IMPACTING THE WELL BEING OF ALL OUR RESIDENTS. IT WOULD BE AN HONOR TO SERVE MY COMMUNITY.

Signature



Date:

12/2/2021

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Return this form to:

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

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net

Dr. Katrina Lewis

Cell: 941-447 8031

Email - katrinadoc64@hotmail.com

LEGAL STATUS IN THE USA - US citizen

POST GRADUATE EXPERIENCE

UNLESS OTHERWISE NOTED (E.G VACATION, ETC) ALL WORK LISTED WAS 100% CLINICAL AND NON ADMINISTRATIVE

Jan 2016 to 15 Jun 2021 - consultant and practicing physician at Benefis Hospital Pain Medicine Center, Great Falls MT -

consultant responsible for setting up a pain "Centre of Excellence" in Jan. 2016 for the hospital , in order to rationalize clinic opioid use, and introduce new cutting edge procedures and interventions such as cooled radiofrequency for facet, shoulder, hip and knee pain/ advanced ultrasound guided diagnostic and therapeutic procedures, and the development of risk management protocols for medication management. Over 2016 reduced opioid MEDs and drug overdoses in the Pain Centre and Great Falls area by 50-60%. As a result, Benefis became a designated Federal pain centre of excellence because of our evidence based protocols, overall pain management paradigm, multidisciplinary approach and community outreach programs. I also developed a proprietary cutting edge PTSD treatment program at Benefis (hoping to publish this soon), treating PTSD of all etiologies, including Veterans in the Veterans Court program and Adult Drug Treatment Court program in Great Falls. My protocol is a unique interventional paradigm, using stellate ganglion blocks, for treatment of PTSD and associated psychiatric comorbidities such as OCD. Many of my patients also have PTSD associated with chronic pain and addiction, and I have seen dramatic improvements in the latter outcomes as well. My outcome data has been presented at 2 major conferences and I won the White Paper award at ASPN (American Society of Pain and Neuroscience) in 2019 for my research. I currently have over 300 patients in my program both within the state of Montana as well as some other states.

2020 to date:

Independent Medical Review/pain expert for attorneys in Montana representing patients who have suffered motor vehicle injuries or who have Workers Compensation injuries.

March 2019 to Mar 2020 Advanced Anti-Ageing Solutions -

Medical Director of my own private Regenerative Medicine practice in Spokane Valley, WA treating musculoskeletal pain with biological regenerative therapies like PRP (platelet enriched plasma). I also incorporated a separate practice using my unique PTSD stellate ganglion

block protocol to treat PTSD and Generalized anxiety/panic disorders.
Closed due to Covid crisis and difficulty with travel

August 2018 to date - Assistant Professor in Anesthesiology and Pain Medicine for Idaho College of Osteopathic Medicine which is affiliated with Benefis Hospital in Montana

August 2017 to May 2019 - AVA MEDICAL Liberty Lake: physician consultant performing high definition liposuction body sculpting, part time practice.

Jan 2016 thru Oct 2017 - practicing consultant physician at Spokane Spine Center, Spokane WA-

introduced PRP regenerative therapy, and also cutting edge chronic pain management at that particular clinic, including ultrasound guidance for both diagnostic and procedural pain management, and radiofrequency ablation for facet mediated pain syndromes. Left due to health reasons at that time, for which I required several months of leave to recover.

2015 to date:

expert witness for State of Washington Medical Quality Assurance Commission (licensing Board for medical providers in the State of Washington)

Expert witness for Montana Medical Licensing Board/Legal Panel.

Jun 2015 - Dec 2015: interviewing for new potential pain medicine related job positions.

During this interim period, I was consulting for 2 Workers Compensation companies (CID/Genex; PRIUM), doing speaking engagements at major conferences, advisory consulting for Proove Bioscience and Millenium on genetic testing in pain and addiction management, continued as expert witness for State of Washington Medical Quality Assurance Commission, working on journal articles and case studies, and also consulting at pain clinics for colleagues in AZ and NV.

Aug 2014 -Jun 2015: interventional pain consultant at 3 private pain clinics: Pinnacle Pain in Kennewick, WA, Pain clinic of Spokane in Deer Park, WA and Idaho Pain Clinic in Sandpoint, ID. Resigned for better opportunity

Jun 2014 - Aug 2014:

Continued to consult for Workers Compensation utilization review (CID/Genex), and PRIUM company - consulting on workers compensation patient management recommendations and rationalization of medication regimes

Speaker for Depomed (for the medication Gralise)

Advisory Board member and speaker for Sterling (urine drug testing)

May 2012- Jun 2014: Private practice : Interventional Pain Attending

Physician and Director of The Pain Center, Spokane WA.

Interventional and comprehensive pain management for cancer, neuropathic, and other acute and chronic pain syndromes. Most fluoroscopically guided procedures; trial Implantation of Spinal Cord Stimulators; cutting edge ultrasound guided procedures; including musculoskeletal injections, and nerve blocks, including specialty injections for headache syndromes, abdominal and pelvic pain syndromes, and sympathetically mediated pain. Also performed therapeutic and diagnostic ultrasound for musculoskeletal pathology and pain syndromes. Resigned for better opportunity.

Mar 2012- Apr 2012: moving from Michigan and relocating in Spokane WA

Sept.2010 - Feb. 2012 : Private practice: Interventional Pain Attending Physician West Michigan Pain, Grand Rapids/ Big Rapids Michigan.

Interventional and comprehensive pain management for cancer, neuropathic, and other acute and chronic pain syndromes. Most fluoroscopically guided procedures; trial Implantation of Spinal Cord Stimulators; cutting edge ultrasound guided procedures; including musculoskeletal injections, and nerve blocks. Also gave lectures to family practices on opioid management and hosted monthly journal clubs for our pain practice and referring neurosurgeons. Resigned as I wished to relocate to the West coast and had a good job offer

Jul 2010 - Aug 2010 relocating to Michigan, vacation

Sept. 2009-Jun 2010 Private practice: Interventional Pain Attending Summit Pain Management, Salt Lake City, Utah

Interventional and comprehensive pain management. Additionally performed implantation of Spinal Cord Stimulators (temporary and permanent) and Pain pump management and insertion - resigned for better opportunity

Jul 2009 - Aug 2009: moving to Utah, vacation, studying for Pain Medicine Boards

POSTGRADUATE TRAINING IN THE USA

09/2017 **Board Certification in Anti-aging and Regenerative Medicine** (functional medicine degree) through A4M (American Academy of Anti-aging Medicine)

8/2008 - 7/2009 **Pain Management Fellowship, Tufts University**
Voted top pain fellow for the year by program director Dr Kumar

7/2008 -8/2008 Moving to Massachusetts

7/2006- 6/2008 **PGY 3+ 4 Anesthesiology Residency**

University of Miami, FL.

7/2005 - 6/2006 **PGY -2 Anesthesiology Residency**

University of South Florida, FL

7/2004 - 6/2005 studying for USMLE 3, recovering from knee injury, relocating

7/2003 – 6/2004 **transitional year residency Internal Medicine**

Kettering, OHIO

scored nationally in the top 9% for the national in-service training examinations for internal medicine

EDUCATION

01/1977– 12/1980

Christian Brothers' College (High School)

South Africa

Graduated with highest honors, *Valedictorian*

02/1981 - 12/1987

University of Cape Town Medical School MD

(entered medical school age 16)

01/1984– 12/1984

B.S. (Medicine) - research degree (thesis)

Majors: Immunology and Physiological Chemistry

1999 - 2001

Assoc. B.Sc. (Clinical Nutrition)

American Academy of Nutrition

OTHER PROFESSIONAL EXPERIENCE

12/92-6/03 **Senior Ship's Doctor, P&O/Princess Cruises Ltd.**

Responsible for cruise ship medical centers on Princess Cruises cruise line vessels carrying approx. 4000 passengers per ship. They had state of the art medical facilities in the cruise industry, which included full intensive care (e.g.ventilators, invasive monitoring),trauma/ER capabilities, and xray and laboratory capabilities)

7/92-12/92 **Senior Attending Medical Officer Locum, UK**

(surgery and emergency medicine positions throughout the United Kingdom through Humares Locum Agency)

1/91–6/92. **Residency General Surgery, University of Cape Town**

1/90–12/90. **Attending Medical Officer Somerset Hospital, Cape Town**

6 months emergency medicine, 6 months internal medicine

1/89-12/89. **Senior Medical Officer Cape Town City Council,
South Africa**

Scholarship commitment appointment: community health clinics dealing with infectious diseases, pediatrics, and gynecology.
Weekends supervising medical officer in teaching hospital emergency departments.

1/88– 12/88. **Internship: Letaba / Pietersburg Hospitals, South Africa**

ACCREDITATIONS & RESEARCH

1984 **B.Sc (Med) with honors in Immunology**

University of Cape Town, South Africa

1987 **M.B.Ch.B (M.D equivalent)**

University of Cape Town, South Africa

1992 **Diploma Primary Emergency Care**

South African College of Medicine

2004 **Educational Commission for Foreign Medical
Graduates accreditation**

USMLE STEP 2 (score 99%) - Passed first attempt for all 2 steps.

2001 **Assoc. B.Sc. (Clinical Nutrition)**

American Academy of Nutrition

2006 **Gulf Atlantic Anesthesia Regional Conference**

1st place award: literature review presentation :
"Dexmedetomidine"

2009 **Literature review article. 'Acupuncture in Low
Back Pain: a Review'**

published in the Clinical Journal of Pain 2 June 2009.
Coauthor Professor Salahadin Abdi

Aug 2008 Passed **ABA written board exam** first attempt- top 20% of nation

Apr 2009 Passed **ABA oral board certification** exam first attempt –
American Board of Anesthesiology Board certification

Sept 2009 Passed **ABA Pain Board certification** exam first attempt.
American Board of Anesthesia Pain Medicine certification

- Oct 2009 **Poster presentation at AAPMR annual conference**
 “atypical pain in a runner : a case report.” Use of ultrasound-
 case report also accepted for online case study program of
 AAPMR
- May 2010 **Grand Rounds Presentation Tufts
 Baystate Program**
 "Post Thoracotomy Pain Syndrome"
- Sept 2012 **Speaker at Spokane Pain Society conference 2012**
- Sept 2013 **Speaker at Spokane Pain Society**
 Topics: Approach to Risk Management in the Chronic Pain
 Patient and 2) Medication Management in the chronic pain
 patient
- 2013 **National Speaker for Millennium**
 Pharmacogenetic testing nationwide.
- Apr 2013 **Georgia Society of Interventional Pain**
 conference speaker on Pharmacogenetics in Pain
 Management
- Apr 2013 **PAIN WEEK** presentation, Los Angeles
 Topic : Pharmacogenetic testing
- May 2013 **Pain management presentation**
 Hospital and Dominican Medical Board on pain management
 strategies, Commonwealth of Dominica.
- Pain Management presentation**
 Ross University Medical school Portsmouth, Dominica
- Dec 2013 **Corporate speaker for Depomed**
 (manufacturer for pharmaceuticals Zipsor/ Gralise)
- Apr 2014 **National Rx Drug Abuse Summit in Atlanta**
 Invited to represent PRIUM, a Workers' compensation company,
 as the representative pain specialist in a panel discussion on
 strategies to improve care for workers, along with the PRIUM
 medical director, a neurosurgeon and pain psychology
 consultant - major conference attended by many Workers Comp
 organizations as well as other corporate, federal and
 government representatives.
- Apr 2014 **Consultant advisory board Sterling (urine
 drug test company)**
 American Pain Society meeting in Tampa

- Apr 2014 **Clinical researcher and medical advisor to Proove Bioscience**
Speaker regarding their Personalized Medicine testing, their narcotic risk test as well as genetic opioid dependency test, pain sensitivity test and addiction genetic test
Also assisted with case report studies
- Apr 2014 **advisory appointment for Sterling**
they produced serum, hair and saliva testing for opioid therapeutic and toxic drug levels and illicit drugs
- Sep 2014 **Speaker at Spokane Pain Conference**
Topic "The multidisciplinary approach to pain management"
- Jan 2015 **Speaker at Wennatchee Pain Conference**
1st talk "screening tools in opioid risk assessment and opioid management" + 2nd talk on "pearls in navigating the treacherous waters of opioid management".
- Apr 2015 **CoAuthor Consensus paper on Central Pain**
Criteria and ICD-10 coding - published in Practical Pain Management
- May 2015 **speaker at the Tricities Pain conference**
2 topics: "Multi disciplinary approach to pain management" + "Pearls in medication management"
- Oct 2015 **speaker Spokane Pain Conference**
Topic: " pediatric pain"
- Dec 2015 **Coauthor International Journal of Biomedical Science**
Article: "adding genetic testing to evidence-based guidelines to determine the safest and most effective chronic pain treatment for injured workers"
- Feb. 2016 **Inland NW Family Practice Conference Spokane, WA**
Speaker on "Multidisciplinary approach to pain management"
- Mar 2016 **speaker urine drug screening PainWeek Phoenix**
- Apr 2016 **speaker urine drug screen testing PainWeek SLC**

- May 2016 **speaker urine drug screen testing PainWeek Tampa**
- Jun 2016 **speaker urine drug screen testing PainWeek Dallas**
- Jun 2016 **Director at large for the WA Society of Interventional Pain Physicians**
- Jul 2016 **speaker SIS (International Spine Intervention Society) conference New Orleans:**
Topic: differentiation of cervicogenic versus non-cervicogenic headache syndromes
- 2016 **3 different articles in professional medical journals**
Topic: genetic testing in pain management
- May 2017 **Grand Rounds lecture for Gritman Medical Centre ID**
Topic : "Pediatric Pain"
- Jun 2017 **International Conference on Opioids, Boston**
Speaker on "case studies of genetic testing in opioid abuse prevention"
- Sep 2017 **Board certification Functional Medicine**
A4M (American Society of Anti-Aging and Regenerative Medicine) - certification in Anti-Aging and Regenerative medicine
- Jan 2018 **Northcentral Montana Hospital Alliance conference**
Speaker on "Multidisciplinary approach to Pain Management"
- Jul 2019 **American Society of Pain and Neuroscience conference Miami**
White Paper award for my PTSD research " NATURE VS NURTURE: A NOVEL INTERVENTIONAL PARADIGM FOR TREATMENT OF PTSD IN ADDICTION AND CHRONIC PAIN PATIENTS "
- Nov 2019: **ASRA conference - Chicago**
one of the highest scoring posters, ask to be a presenter for this

PROFESSIONAL MEMBERSHIPS

American Board of Anesthesiology; Physicians Committee for Responsible Medicine; American Society of Regional Anesthesia; The American Academy of Anti-Aging Medicine, National Board of Physicians and Surgeons; International Spine Intervention Society

CURRENT FULL STATE MEDICAL LICENSES

Washington, Montana , Minnesota

AWARDS RECEIVED

- 3 awards for Public Speaking and English in high school
- 2nd place for biochemistry literature review paper in my 2nd year of medical school University of Cape Town, South Africa
- Scholarship/bursary for medical school 1984 - 1986 awarded by Cape Town City Council, South Africa
- 1st place prize in literature review presentation category at GAARC (Gulf regional anesthesia conference) Apr. 2006: topic Dexmedetomidine in Anesthesia
- White Paper Award by American Society of Pain and Neuroscience conference Miami July 2019 for research presentation: "Nature vs Nurture: A novel interventional paradigm for treatment of PTSD in addiction and chronic pain patients".

HOBBIES, INTERESTS, LANGUAGES

OTHER LANGUAGES: Afrikaans, French

INTERESTS: Clinical nutrition, integrative/functional/regenerative medicine, environmental medicine; healthcare economics/ ethics, PTSD

HOBBIES: photography, snowkiting, watersports, ballroom dancing, skiing, racquet sports, music, art, skiing

JOURNAL OF COMMISSION PROCEEDINGS
December 7, 2021

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM

Commission Chambers Room 206

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Eric Hinebauch, Mary Sheehy Moe, Owen Robinson and Rick Tryon. Also present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Public Works Director Paul Skubinna; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; Park and Recreation Director Steve Herrig; Fire Chief Jeremy Jones and Fire Marshal Mike McIntosh; City Attorney Jeff Hindoien; 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.

MILITARY UPDATES

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM THE MONTANA AIR NATIONAL GUARD.

Chief Master Sergeant Amber Westie, Montana Air National Guard (MANG), updated the Commission on the following:

- The Red Horse Squadron is back home in Great Falls, and a welcome home party is scheduled in January.
- MANG has been working with the State Department to sell three model C-130 H planes to the Chilean and Columbian governments. MANG maintainers and aviators conducted training with the Chile and Columbia military, and are currently in Tucson getting another H-1 ready to go to Romania later this week.
- 89 Army members and 35 Air Force members are currently providing Covid support working in hospitals around the state. In Great Falls, 16 Air Force members and 3 Army members are working at Benefis to help with the surge of Covid patients.
- MANG is looking forward to the 20th year supporting the Danny Berg memorial dinner on Christmas Eve at the Senior Center.
- Operation Giving Spirit is a program for airmen experiencing rough times. The program provides local guard members with food and presents for children, and provides gift cards to those living around the state.
- Federal agencies are involved in a combined campaign to give back to their local communities through military member paycheck donations. Non-profits can be added to the list.

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- MANG partnered with the Rotary Club to provide humanitarian assistance to the Town of Denton.
- A deployment is scheduled for late spring.
- An open house is scheduled for July 22-24, 2022 to celebrate 75 years in the Air Force, and will include the Thunderbirds.

PETITIONS AND COMMUNICATIONS

2. **Fred Burow**, 1926 21st Avenue South, thanked the Commission for going back to in-person meetings, and he encouraged that Zoom participation be integrated with the live meetings. He referred to the City's Request for Proposals for Professional Services for a Solid Waste Study. Rather than a landfill, he encouraged the Commission to consider looking at the opportunity for a gasification plant.

Nancy Donovan, City resident, referred to the work session crime task force recommendations discussion and noted support of grants for more police officers, but questioned partnering with Alluvion. She opined that multiple mental health offices would be glad to partner with the Police Department to take referrals. She doesn't encourage creating more government jobs if there isn't oversight and a purpose. She agreed that arresting more people without anywhere to put them puts a lot of strain on the system. She inquired what is drawing people to this community. Allowing the homeless to live in tents on church property is not solving a problem. She also recommended meetings for the public to ask questions and get involved.

Written comments were received from **Carolyn Craven**, 101 14th Avenue South, thanking Commissioner Moe for her service and wishing her a happy retirement.

NEIGHBORHOOD COUNCILS

3. **NEIGHBORHOOD COUNCIL 5 DRAWING OF TIE-VOTE WRITE-IN CANDIDATES.**

City Clerk Lisa Kunz reported that four candidates were elected to Neighborhood Council 5 at the general election held November 2, 2021. Due to tie votes between the write-in candidates for the fifth seat on Neighborhood Council 5, the requested action is that the Commission conduct a drawing of the qualified write-ins. Both write-ins have been contacted and indicated their acceptance if their name is drawn.

Commissioner Hinebauch drew the name of Zach Bumbarner.

4. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

BOARDS AND COMMISSIONS

5. **REAPPOINTMENTS TO THE PARK AND RECREATION BOARD.**

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Commissioner Moe moved, seconded by Commissioner Tryon, that the City Commission reappoint Carol Bradley and Gary Arno for a one-year term through December 31, 2022, to the Park and Recreation Board.

Mayor Kelly referred to the agenda report and noted that Carol Bradley and Gary Arno are not interested in serving another full three-year term, but are willing to be appointed to a one-year term. The shorter term will allow for the board to retain more experienced members rather than having to replace four members at one time, and will better stagger the positions going forward.

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

Commissioner Moe commented that, as a liaison to that board, she has observed the two nominees in action and both are very effective. She encouraged others to apply for the Park and Recreation Board. It has been very active in recent years because of the approval of the Park Maintenance District and building of the new aquatics facility.

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

Motion carried 5-0.

6. APPOINTMENT TO THE BUSINESS IMPROVEMENT DISTRICT BOARD OF TRUSTEES.

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission appoint Michelle Bebbington to the Business Improvement District Board of Trustees to fill the remainder of a four-year term expiring June 30, 2024.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

7. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

CITY MANAGER

8. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported that:

- Training for Boards, Commissions and Councils is scheduled for January 26 – 27, 2022, per adopted Resolution 10229, with facilitator Dan Clark of the MSU-Local Government Center. He encouraged Commission member attendance.

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- The wildland fire south of town destroyed a lot of property and many families were impacted. He expressed appreciation to all the rural fire districts, Montana Air National Guard, Malmstrom Air Force Base and Great Falls Fire Rescue. Wildland fire prevention information is posted on the Great Falls Fire Rescue's webpage, and material has been posted on Facebook. He encouraged the community to sign up for CodeRed, an emergency notification system utilized by the City of Great Falls and Cascade County.
- Mansfield Center is seeing more usage in the Civic Center. The convention center recently hosted the Great Falls High School prom.
- The Parking Advisory Commission announced that parking is free in downtown from December 13-24, 2021. All other regulations, such as the 2-hour parking limit, is in full force and effect.
- Referring to this year's Christmas tree in front of the Civic Center and the many social media and other joking comments about it leaning, Manager Doyon clarified that the Park and Recreation Department did not pick out the Christmas tree, cut the tree or set the tree. It is a voluntary, donated effort.

CONSENT AGENDA.

9. Minutes, November 16, 2021, City Commission Meeting.
10. Total Expenditures of \$5,331,439 for the period of October 30, 2021 through November 24, 2021, to include claims over \$25,000, in the amount of \$4,276,288.
11. Contracts List.
12. Approve the final payments for the River Drive North Trail Improvements, in the amount of \$175,145.85 to MRTE, Inc. and \$1,769.15 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1726.2**
13. Approve the final payments for the Southwest Side Water Main Replacement - Phase II to Central Plumbing, Heating, and Excavation in the amount of \$33,796.63, and \$341.38 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1432.1**
14. Set a public hearing for December 21, 2021 to consider a lease agreement of City owned property located in Highland Park with the Electric City BMX Association.
15. Set a public hearing for December 21, 2021 to consider a lease agreement with The Electric City Baseball Academy for City owned property located in Lot 3, Block 1, Missouri River Manor Addition, and known as Don Olson Baseball Field.

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

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

Mayor Kelly requested that Director Herrig follow up with a breakdown of the sources of funds for Agenda Item 12.

Director Herrig responded that a majority of the funds is from the Missouri-Madison River Fund grant program.

Mayor Kelly called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS**16. HOME-ARP GRANT PROGRAM.**

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

Planning and Community Development Director Craig Raymond reported that the American Rescue Plan Act of 2021 appropriated \$5 billion dollars to provide housing, services, and shelter to individuals experiencing homelessness and other vulnerable populations, to be allocated by formula to jurisdictions that qualified for HOME Investment Partnerships Program allocations in Fiscal Year 2021. The City of Great Falls has been awarded \$1,026,477 of HOME-ARP funds. These HOME-ARP funds are in addition to the annual allocation of \$283,494 of HOME funding that the City received for the current fiscal year. HUD has outlined specific guidance on who and what qualifies for assistance as well as eligible activities which is outlined in the agenda report. This is a public hearing where the City Commission provides an opportunity for the community to provide testimony related to observed needs in the community that the City could address through HOME-ARP funding. The City Commission will not take action tonight other than to hold the hearing so that information may be gathered which will ultimately be helpful in determining what projects should be funded. The action tonight is part of the City's obligation as recipients of CDBG and HOME funds.

Rev. Jeff Wakeley, First United Methodist Church, read a prepared statement. In part, Pastor Wakeley discussed allowing the homeless to gather on the church property and even to spend the night and sleep on the property. Allowing the homeless to be on the property rather than running them off has upset people and businesses in the downtown area. It has even upset the church located across the street. This is an opportunity to begin to deal with the issue of homelessness and its impact on the community. The City needs to step up and create a homeless shelter for not only those who the Rescue Mission will not help but also for the many who are sleeping in their cars or having to sneak into a friend's apartment for a few nights. The Great Falls

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Public School system has said that there are 600 children in their schools that are homeless. There are not 600 places in Great Falls for them to sleep, much less live. Addressing the homeless problem must be the basis of dealing with any kind of housing issue. It is in the City's best interest to bring all the pertinent social and housing agencies, as well as churches, together in creating more homeless shelters. The simple observation that there are homeless people living on the church property shows that there are not enough safe places for them to sleep or to live. He urged the Commission to use ARP funds to build more homeless shelters that do not discriminate, but rather recognize that every person has a basic human right to a place to sleep and live in peace. This should and must be the starting place of any reasonable plan to address the lack of affordable housing in Great Falls.

Shyla Patera, City resident, commented that she is a Great Falls resident with a disability and she advocates for citizens with disabilities, including some of the mental health consumers that Rev. Wakeley has talked about at his location. Ms. Patera commented that Great Falls needs accessible, affordable housing stock, including another shelter to assist Family Promise and the Rescue Mission. Many times, it is hard for a person with a disability to admit that they have a disability. Physical disabilities are easy to see, but it is hard to connect services for people with mental disabilities. The Great Falls Clinic and Benefis Healthcare often discharge people to nowhere or the Rescue Mission. During the pandemic this past year she discussed making sure people had food security in HUD housing. In addition to the issues Rev. Wakely discussed, she has had issues in getting persons housed that may not have the rental capacity, may have lost HUD privileges because they were not following the rules, either for behaviors or non-payment of rent and were evicted. There are people on the street because there is not enough accessible, affordable housing stock. It is sometimes hard to deal with HUD contracts and HUD rules. If there is a stain of eviction on a record for whatever reason, it is hard to get people housed. If people are not housed, they cannot get a job and move forward. She urged the Commission to take a serious look at housing, connectivity, broadband and employment.

Sheila Rice, 913 3rd Avenue North, thanked Commissioners Moe, Houck and Robinson for their service and welcomed Commissioner Hinebauch. Ms. Rice read a prepared statement. In part, Ms. Rice discussed that homelessness is on the rise as families spend an increasing portion of their monthly incomes on rent and utilities. There is a direct correlation between higher rents and homelessness. In 2019, Montana had the 14th highest homeless rate in the nation and 4% largest increase in homeless rate of all the United States.

The demand has outstripped the housing supply. That has caused a dramatic increase in homelessness. There is an answer to homelessness: permanent, supportive housing. She discussed a Denver project that lasted three years where 375 people were offered housing first – homes with supportive services and the positive results pertaining to housing stability, criminal justice system outcomes, and health services outcomes. This research proves that housing combined with services works to resolve homelessness.

Ms. Rice urged the City to make this plan for the use of the HOME-ARP funds broad in scope, to allow many uses of the funds. In particular, include permanent, supportive housing. She further urged the City to allow the funds to be used for operation, not just construction. Permanent, supportive homes are more costly to operate than apartments that do not offer supportive services.

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The increased cost can be paid with HOME-ARP funds because the Federal Government recognizes the need for operations funding as well as construction funding.

Sherrie Arey, City resident and Executive Director of NeighborWorks Great Falls, noted having submitted written comments. She added that HUD funds are never easy as they come with tons of regulations. However, these funds are very scoped in nature to try to help address those facing homelessness and housing insecurity and those that are sometimes considered the most vulnerable among us. She encouraged eligible uses be as broad as possible in the Action Plan, including tenant-based rental assistance, supportive services, and shelters. She urged use of 5% of the allocation for capacity building and operation support for non-profits that provide these services to the community.

Carrie Parker, Director of Helping Hands, a local food pantry at First English Lutheran Church, 726 2nd Avenue North, commented that the pantry has never seen anything like this. They are not just serving low-income folks who are struggling, but also a lot of homeless people. Over the summer, it exploded. She has gotten to know and care about this diverse group of people suffering from mental illness, suffering from addiction, and veterans suffering from mental health issues due to their service. They are grateful for what the Rescue Mission does, but our community needs a much larger response at this point. Many people cannot go to the Mission for various reasons, such as mental health or addiction issues. She suggested educating the community about homelessness and some of the root causes. Great Falls needs a long-term housing solution that is supported. Many of these folks cannot do it on their own without support. Great Falls also needs a short-term, immediate solution for the people out in the cold right now. Loving our neighbors is not just a Christian response; it really is the human response.

Josh Butterfly, City resident and member of Let Them Come Home, an independent organization that helps individuals after a term of incarceration to get back on their feet, discussed a chemical spill of Firefighter GL 38 antifreeze that happened at Boston's Pizza and Sports Bar on July 28, 2019.

Mayor Kelly reminded Mr. Butterfly that this portion of the agenda was specific to the HOME-ARP grant funds, and that he would reach out to him at a later point in time to visit with him on the packet he provided.

Nancy Donovan, City resident, inquired if the City has already accepted this federal funding.

Director Raymond responded that Great Falls would receive the funds because it is an entitlement community. This is a special allocation through the specific act that authorized the money.

Ms. Donovan inquired if a long-term permanent solution is created and the money runs out, if it becomes a taxpayer burden.

Director Raymond clarified that this is a one-time allocation that the City can do with it within the confines of the rules that HUD has established.

Rev. Stephen Underwood, Pastor at Central Christian Church, concurred with the housing first advocates. Housing is what solves homelessness. People who have their basic needs taken care

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of are more able to pursue behavioral health and substance use disorder treatment, as well as employment. Emergency shelter programs are certainly essential, but relying on and increasing funding to such services, particularly given that the only existing shelter publicly espouses anti-gay and anti-trans beliefs and creates barriers for individuals with substance use disorders, would be a mistake. There is more information about the housing first strategy that can be found at endhomelessness.org.

Written comments were submitted from:

Sandi Filipowicz, YWCA Executive Director, urging the Commission to consider Montana statistics pertaining to poverty and domestic violence being the leading cause of homelessness and the need for emergency shelter in Great Falls.

Sherrie Arey, NeighborWorks Great Falls Executive Director, encouraging use of HOME-ARP funds for the creation and preservation of affordable housing and services needed to support homeless residents.

Rev. Jeff Wakeley, First United Methodist Church, suggesting it is in the City's best interest to bring all of the pertinent social and housing agencies as well as churches together in creating more homeless shelters in Great Falls. He urged the Commission to use HOME-ARP funds to build more homeless shelters that do not discriminate but rather recognize that every person no matter who they are or what they have done has a basic human right to a place to sleep and live in peace.

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

In response to Ms. Donovan, Mayor Kelly commented that sustainability of the operation is part of the decision making process that the Commission does with any federal funds.

17. ORDINANCE 3233, AMENDING TITLE 5 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO FALSE ALARMS AND ALARM AGENT LICENSING.

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

Fire Chief Jeremy Jones reported that that adoption of Ordinance 3233 is another tool for Great Falls Fire Rescue (GFFR) to assist with changes in response to emergencies within the City. GFFR continues to have a weak response posture when it comes to responding to structure fires with limited fire resources. Over the past year, changes have been implemented within the Department to bolster their posture by implementing a stronger enforcement of codes before the fire or hazard happens. Ordinance 3233 supports this by implementing fines and penalties for fire alarms that prove to be false and repetitive. The current municipal code structure does not allow for fines or penalties for false alarms or other hazardous conditions. The proposed ordinance would extend the current code structure to authorize the transmittal of written warning letter and ultimately imposing a fine for false alarms in the context of fire alarms or other hazardous conditions. The proposed changes would also impose a fine after the second false alarm in a year,

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as opposed to after the third, and increase the fine amount for a third or subsequent false alarm from \$50 to \$100 dollars. The proposed ordinance change would also identify and incorporate the existing Montana statutory prohibition against the intentional activation of false alarms.

Finally, the proposed ordinance also clarifies the need for alarm agents, which are in the business of servicing alarms and repairing them, to secure a business license from the City. At present, alarm agents are required to obtain an alarm agent permit. The proposed ordinance clarifies that the license is to be secured from the Planning and Community Development Department.

The Commission took action at its November 16, 2021 meeting to accept the proposed Ordinance on first reading and set the public hearing for December 7, 2021.

In response to comments and concerns raised by the Commissioners, the proposed ordinance has been modified for the second reading as follows:

The number of false alarms that trigger written notice and any potential fines will be measured by a rolling 365-day period, as opposed to a calendar year; and

The language exempting alarm systems in buildings owned or occupied by the City of Great Falls has been removed.

Mayor Kelly asked if the Commission members had any questions.

Commissioner Tryon requested clarification between a permit and license.

Fire Marshal Mike McIntosh clarified that contractors have a general contractor or specialty license. The change is that alarm contractor or alarm agent will now show on the contractor license versus just getting a permit to work within the City.

Mayor Kelly asked if there were any comments from the public in support of or opposition to Ordinance 3233.

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

Commissioner Tryon moved, seconded by Commissioner Moe, that the City Commission adopt Ordinance 3233.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

18. ORDINANCE 3237, AMENDING TITLE 15 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO THE FIRE CODE.

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

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Fire Chief Jeremy Jones reported that the City of Great Falls currently operates under the 2012 International Fire Code (IFC), which provides as follows with respect to inspections, testing and maintenance:

901.6 Inspection, testing and maintenance. Fire detection, alarm, and extinguishing systems, mechanical smoke exhaust systems, and smoke and heat vents shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Nonrequired *fire protection systems* and equipment shall be inspected, tested and maintained or removed.

901.6.1 Standards. *Fire protection systems* shall be inspected, tested and maintained in accordance with the referenced standards.

901.6.2 Records. Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and shall be copied to the *fire code official* upon request.

As the State of Montana and the City of Great Falls transition towards the adoption of a newer version of the code, it has been discovered that the 2012 IFC language requiring the provision of inspection, testing and maintenance (ITM) records to Fire Code officials upon request has been removed. For example, the 2018 IFC requires only that the ITM records be “maintained” with no language regarding their availability or transmission to Fire Code officials.

901.6.3 Records. Records of all system inspections, tests and maintenance required by the reference standards shall be maintained.

GFFR presently relies on its ability to request ITM reports to ensure that the City knows which systems are working as designed, and which systems are deficient. With the submission of these reports, GFFR is able to work with the business owner and the service providers to ensure that any necessary repairs are made to the life safety systems.

GFFR is currently only receiving ITM reports from roughly half of the service providers working within the City of Great Falls. There are still a significant number of service providers who are not transmitting ITM reporting to GFFR, many of whom may not be licensed to provide alarm services here in the City as required under Title 5 of the City Code. In those cases GFFR is not in a position to assess whether the systems being serviced are fully operational or in need of repair. The proposed Ordinance would enable GFFR to obtain the ITM records for all life safety systems within the City of Great Falls by both: (1) requiring that all ITM work be conducted by properly licensed alarm agents; and (2) having the ITM reports generated by those providers submitted to the City’s third party reporting partner.

The City’s reporting partner would then work with GFFR, alarm agents, and business owners to ensure those life safety systems found deficient can obtain the repairs needed to ensure that the life safety system will be operating as designed. This would increase overall compliance of alarm systems in Great Falls, and in turn enhance the safety and efficacy of these systems.

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This proposed Ordinance would ultimately increase the compliance of deficient life safety systems within the City of Great Falls by ensuring that those vendors performing ITM work on life safety systems are properly licensed and are providing the appropriate documentation of their ITM work to GFFR in a timely fashion.

The Commission took action at its November 16, 2021 meeting to accept the proposed Ordinance on first reading and set the public hearing for December 7, 2021.

A concern was expressed during the first reading of the proposed Ordinance pertaining to the *Violation-penalty* section (15.9.060) and whether there might be other unspecified actions that might end up being subject to that *Violation-penalty* section. As a point of clarification, the *Violation-penalty* provision already exists at OCCGF 15.9.050 and already extends only to violations of Title 15, Chapter 9 – which consists of (1) the already-adopted International Fire Code and (2) a discrete prohibition against thawing pipes with an open-flame device. The proposed changes to the *Violation-penalty* provision in the proposed Ordinance are intended to incorporate only the new ITM reporting and record maintenance requirements. There are no other code provisions tied to the *Violation-penalty* provision.

Mayor Kelly asked if the Commission members had any questions.

Commissioner Tryon received clarification that a third party vendor transmits the inspection and maintenance reports. The service providers in Great Falls are good at reporting. The big box stores have companies that service a fleet of stores. As they come through the community, they do not necessarily know the requirements and the code within the community so that work is sometimes performed without GFFR knowledge. Adoption of the ordinance will shore up the enforcement component of the codes to make sure that the life safety systems that are in place for the public safety are up to their proper maintenance.

Mayor Kelly asked if there were any comments from the public in support of or in Ordinance to 3237.

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

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission adopt Ordinance 3237.

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

Commissioner Moe appreciated Fire Chief Jones and Fire Marshal McIntosh addressing her concerns.

Mayor Kelly called for the vote.

Motion carried 5-0.

OLD BUSINESS

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NEW BUSINESS

ORDINANCES/RESOLUTIONS

19. **ORDINANCE 3234, AMENDING TITLE 9, CHAPTER 8, SECTION 020 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO WEAPONS.**

City Attorney Jeff Hindoien reported that the basis for this ordinance is to conform the already existing ordinance regarding the possession of firearms and weapons to what the legal landscape looks like today. The passage of LR 130 and then passage of HB 102 by the 2021 Legislature made changes to the legal landscape that the prior ordinance was based upon. The legal authority of municipalities in Montana was drawn back by LR 130, through the voters last November, and HB 102 extended the right to carry concealed weapons in Montana to individuals without a concealed carry permit and substantially limited the areas where concealed by a valid permit holder could be restricted.

As discussed at the August 17, 2021 work session, staff is taking a measure to update the current ordinance to track with the combined effects of both LR 130 and HB 102.

The current ordinance language is based on the law as it existed prior to 2021, when the relevant statute (§ 45-8-351, MCA) authorized local governments to prohibit the carrying of **both** unconcealed weapons and concealed weapons (whether carried by a valid permit holder or not) “. . . to a public assembly, publicly owned building, park under its jurisdiction or school. . .” That statute has been modified and now only authorizes:

- restrictions on the carrying of **unpermitted concealed** weapons and unconcealed weapons; and
- the application of those restrictions only in a publicly owned **and occupied** building, i.e., a local government may no longer impose carry restrictions at public assemblies, parks or schools.

The new language in Subsection (B) of the proposed Ordinance is intended to implement the HB 102 language that authorizes the City to prohibit even **permitted concealed carry** in secure areas of the law enforcement facilities it owns and operates. The restrictions in a courtroom and courthouse areas must be imposed pursuant to an order of a judge, and Judge Bolstad has already issued a *Standing Order* to that effect for the Civic Center.

The new language in Subsection (C) of the proposed Ordinance is intended to authorize the City Manager to direct and implement screening measures and authorize the denial of entry to City facilities by those not legally authorized to carry a weapon in City facilities. The new language in Subsection (D) of the proposed Ordinance reflects the former statutory exceptions to concealed carry restrictions in certain locations by law enforcement officials.

Commissioner Tryon moved, seconded by Commissioner Moe, that the City Commission accept Ordinance 3234 on first reading and set a public hearing for December 21, 2021.

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

Commissioner Tryon requested that the agenda report for the December 21st public hearing include examples of parameters of a permit holder, legal permit holder, and unconcealed firearm, etc.

Commissioner Moe received clarification that bold type is new language in the ordinance, and subsections C and D are entirely new language.

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

Motion carried 5-0.

CITY COMMISSION

20. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Kelly read a letter dated November 16, 2021, authored by Jason Greene, Area Port Director, US Customs and Border Protection Office of Field Operations, thanking the Great Falls Police Department, Fire Department, and Emergency Medical Services for their attendance and support during the services of US Customs and Border Protection fallen Officer and Port Director, Mathew L. Lyons on November 4, 2021.

21. COMMISSION INITIATIVES.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of December 7, 2021, at 8:33 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: December 21, 2021

JOURNAL OF SPECIAL COMMISSION PROCEEDINGS
December 7, 2021

Special City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 4:00 PM

Civic Center, Gibson Room 212

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Mary Sheehy Moe, Owen Robinson, Rick Tryon and Eric Hinebauch. Also present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson; City Attorney Jeff Hindoien; and, Deputy City Clerk Darcy Dea.

GUEST PRESENT: Retained attorneys Ben Snipes and Mark Kovacich of Odegard Kovacich Snipes PC. Jeffrey Simon of the Simon Greenstone firm participated via Zoom Webinar during the Executive Session.

For other participation options, please see **Public Participation Guide for City Commission Meetings**.

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PETITIONS AND COMMUNICATIONS

MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

NEW BUSINESS

1. OPIOID LITIGATION STRATEGY DISCUSSION – CONSIDERATION OF PROPOSED SETTLEMENT STRUCTURE.

Mayor Kelly discussed the process for the Commission and the public pertaining to the executive session and coming back into open meeting with the public.

Mayor Kelly commented that the purpose of this meeting today does involve litigation strategy. Pursuant to the statute, it would be appropriate to consider closure. He asked the will of the Commission.

Mayor Kelly moved, seconded by Commissioners Moe and Robinson, that the City Commission enter into Executive Session to discuss litigation strategy.

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

Commissioner Tryon requested that the City Attorney explain why the Commission needs to go into executive session and why that portion is not open to the public.

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City Attorney Hindoien explained that the basis for this exception to the open meeting rule is that having an open discussion about strategy and settlement options in an attempt to get litigation resolved in front of the opposing party is something that is not advantageous for anyone and it certainly does not occur in the private sector to any extent. These are the very essence of conversations that lawyers need to have with their clients about getting litigation matters resolved. The public policy justification for this is a public body should have the very same entitlement to have those conversations with their counsel in a way that is not putting them at a disadvantage relative to the people involved in litigation. From the City's perspective, protecting its legal position is better held in confidence than held in front of the people the City is in litigation with.

Mayor Kelly called for the vote.

Motion carried 5-0.

At 4:05 p.m., the meeting continued in executive session in the City Manager's Office Room 201 with the City Commission, City Manager, Deputy City Manager, City Attorney, Deputy City Clerk, and retained attorneys Ben Snipes and Mark Kovacich of Kovach Snipes Johnson, P.C. and Jeffrey Simon of Simon Greenstone Panatier via Zoom for the purpose of discussing pending litigation, strategy, and participation in the negotiating class.

- - EXECUTIVE SESSION - -

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The meeting reconvened into an open meeting. Mayor Kelly called the special meeting back to order at 5:18 p.m.

2. OPIOID LITIGATION-CONSIDERATION OF PROPOSED SETTLEMENT STRUCTURE.

City Attorney Hindoien summarized that the meeting was closed in accordance with Mont. Code Ann. § 2-3-203(4)(a) to discuss strategy in a pending litigation matter. The meeting was closed on that basis to have a conversation with the City's outside counsel regarding a currently pending settlement structure and whether or not the City should consider opting into that structure. Counsel

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provided an update, their perspective, and the pros and cons with regard to the nationwide settlement.

City Attorney Hindoien reported that the City's outside counsel recommended that the City of Great Falls not take any action at this time as a litigating political subdivision. He added that there is no further action required from the City Commission to opt out.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Commissioner Hinebauch, to adjourn the special meeting of December 7, 2021, at 5:20 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

Deputy City Clerk Darcy Dea

Minutes Approved: December 21, 2021



Commission Meeting Date: December 21, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD	NOV 27, 2021 - DEC 8, 2021	549,176.80
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	NOV 25, 2021 - DEC 8, 2021	761,509.88
MUNICIPAL COURT ACCOUNT CHECK RUN FOR	NOV 16, 2021 - NOV 30, 2021	69,112.50
ASIFLEX	NOV 23, 2021 - NOV 29, 2021	325.45
TOTAL: \$		<u>1,380,124.63</u>

GENERAL FUND

CASCADE CITY COMMISSIONERS

CASCADE COUNTY ELECTIONS	2021 MUNICIPAL GENERAL BILLING	47,658.17
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SPECIAL REVENUE FUND

PARK & RECREATION SPECIAL REVENUE

KOCHS	CMR COURT RESURFACE PAYMENT 1/2 PAYMENT	64,140.00
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FEDERAL BLOCK GRANTS

GREAT FALLS HOUSING AUTHORITY	SUNRISE COURT ROOF REPLACEMENT	25,450.00
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ENTERPRISE FUNDS

WATER

ADVANCED ENGINEERING & ENVIROMENTAL SRVCS INC	OF 1637.1 WTP FILTRATION IMPROVEMENTS	26,542.95
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INTERNAL SERVICES FUND

CENTRAL GARAGE		
MOUNTAIN VIEW COOP	DIESEL GASOLINE	43,582.87
TRUST AND AGENCY		
<hr/>		
COURT TRUST MUNICIPAL COURT		
CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	56,671.71
PAYROLL CLEARING		
STATE TREASURER	MONTANA TAXES	51,112.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	52,324.28
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	69,738.43
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	130,397.82
US BANK	FEDERAL TAXES, FICA & MEDICARE	215,813.59
AFLAC	EMPLOYEE CONTRIBUTIONS	
CLAIMS OVER \$25000 TOTAL:		\$ <u>783,431.82</u>

CITY OF GREAT FALLS, MONTANA**COMMUNICATION TO THE CITY COMMISSION****DATE: December 21, 2021**

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR'S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Planning & Community Development	Cushing Terrell	12/21/2021	\$48,060	Professional Services Agreement to provide design documents for redesign an replacement of the rooftop units for the upper floor at the Great Falls Civic Center OF 1750.2
B	Public Works/ Engineering	Montana Department of Transportation	2021-2022	\$13,584.29	Utility agreement to adjust 4 water valves and 7 sanitary sewer manholes due to pending highway construction project CMGF 5299(134) CN, Stuckey Road – Great Falls, Control No. 9532000. OF 1739.1

C	Administration	Bird Rides, Inc.	01/01/2022 – 12/31/2022	N/A	Memorandum of Understanding setting forth the terms and conditions for use of stand-up electric scooters within the City's jurisdictional boundaries
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Commission Meeting Date: December 21, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: One New 2022 Sewer Jet Cleaner, Truck Mounted; One New 2022 Sewer Vacuum, Trailer Mounted; and One New 2022 Cab & Chassis

From: Doug Alm, Vehicle Maintenance Manager

Initiated By: Public Works Department

Presented By: Paul Skubinna, Public Works Director

Action Requested: Approve Purchase of One New 2022 Sewer Jet Cleaner, Truck Mounted; One New 2022 Sewer Vacuum, Trailer Mounted; and One New 2022 Cab & Chassis

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of one new 2022 800-HPR ECO IV truck mounted sewer jet cleaner, for \$211,973.78; one new 2022 RamVac 2000 trailer mounted sewer vacuum for \$203,303.17; and one new Peterbilt 548 cab & chassis for \$104,779, with no trade-ins, to SWS Equipment, LLC of Spokane, WA and Montana Peterbilt of Missoula through Sourcewell, formerly known as NJPA, for a total of \$520,055.95, 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 award the bid to SWS Equipment, LLC of Spokane, WA for \$415,276.95; and Montana Peterbilt of Missoula for \$104,779; for a total of \$520,055.95.

Summary: The sewer jet cleaner, vacuum, and cab & chassis being replaced was purchased in 2012, and scheduled for replacement in 2022.

Background:

Purpose

This vehicle will be used for sanitary sewer and storm drain main cleaning.

Evaluation and Selection Process

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

Staff recommends keeping the City's 2012 800-HPR Sewer Jet Cleaner SN # 5362, the 2012 RamVac 1000 Sewer Vacuum, VIN # 1S9KU1823CC38162, and the 2012 Freightliner Cab & Chassis, VIN# 1FVAC5CY0DHBV8489, as backup in case of emergency.

Conclusion

The bid specifications from Sourcewell meet specifications for the sewer jet cleaner and vacuum.

Fiscal Impact: Funds for this scheduled purchase from the ERS (Equipment Revolving Schedule) were provided in the FY 2021-2022 Utilities Budget.

Alternatives: The City Commission could vote to reject the purchase of the new sewer jet cleaner, new sewer vacuum, and cab & chassis. Rejecting the purchase of a new sewer jet cleaner, new sewer vacuum, and cab & chassis could jeopardize the current Utilities Maintenance Program and allow city sewer infrastructure to fall into disrepair.

Attachments/Exhibits:

Sourcewell Contract – Peterbilt 060920

SWS Equipment, LLC – Peterbilt: Sewer Jet Cleaner Quote

SWS Equipment, LLC – Peterbilt: Sewer Vacuum Quote

Peterbilt Motors Company – Cab & Chassis Quote

Peterbilt Motors Company Sourcewell Contract 060920-PMC

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**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Peterbilt Motors Company, 1700 Woodbrook Street, Denton, TX 76205 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to 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 1, 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.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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

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.

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

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

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

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Vendor's Dealer will perform a Pre-Delivery Inspection (PDI) which is included in the price of the vehicle. Any issues with the Equipment or Products will be addressed at PDI and corrected through the Vendor warranty process.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); 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.

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

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell 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 Sourcwell contract use eligibility requirements and documentation and will encourage potential members to join Sourcwell. Sourcwell 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 Sourcwell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor's Dealer, referencing Vendor's contract number. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell 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.

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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 may be negotiated between a Participating Entity and Vendor, 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, Vendor's Dealer will 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. Sourcewell, 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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to 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 Sourcewell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn:

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Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

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

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 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

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

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- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the 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.

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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.

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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

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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

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell 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.

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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

21. COMPLIANCE

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

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

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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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

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decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations

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issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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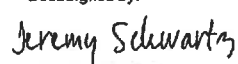
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits,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

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

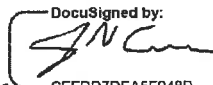
24. CANCELLATION

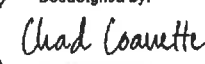
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract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

Sourcewell

DocuSigned by:
By: 
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 7/30/2020 | 3:01 PM CDT

Peterbilt Motors Company

DocuSigned by:
By: 
CFFDD7DEA5F948D...
Joe Curran
Title: National Fleet Sales Manager
Date: 7/30/2020 | 3:21 PM CDT

Approved:
DocuSigned by:
By: 
7E42B8F817A64CC...
Chad Coquette

060920-PMC

Title: Executive Director/CEO

Date: 7/30/2020 | 3:24 PM CDT



SWS Equipment, LLC

P.O. Box 13040
Spokane Valley, WA 99213-3040
5095339000 Fax: 509-533-1050
1-800-892-7831

QUOTE

Quote #: PHFDQ5915-03

Date: 11/03/21

Sales Rep: Phil Davison

Customer No:

Quote To:

City Of Great Falls
Doug Alm
1025 25th Ave NE
Great Falls, MT MT 59403
Fax:

Ship To:

City Of Great Falls
Doug Alm
1025 25th Ave NE
Great Falls, MT MT 59403

FOB: Destination

Ship Via: Bestway

Est. Ship Date:

Terms: Net 30

We are pleased to propose the following for your consideration

Qty	Description	Unit Price	Ext. Price
1.0	Sourcewell Quote Contract # 122017-SCA Member ID# 16787		
1.0	800-HPR ECO Series IV Truck Mounted High Pressure Sewer Cleaner. Rear Compartment Options: "Giant 65 GPM @ 2000 PSI w/30 Min Run Dry Capability" Hydrostatic Drive Via Trans Power PTO Lighted NEMA 4 Control Panel Tachometer / Hour Meter Air Purge Valve Recirculation System at Highway Speed "Painted Steel Shroud Enclosure w/3 Roll-Up Doors" 80,000 BTU Compartment Heater Midship Water Manifold System Consolidated Water Drain System Hose Reel & Hose Option: "Telescoping & Rotating Safety Reel w/700' Capacity of 1"" Hose" Tank & Fill: "1500 Gallon Duraprolene™ (Black) Water Tank w/10 Year Warranty" 2.5" Fill System Truck: Mounting to Approved Chassis Mudflaps & Aluminum Side Skirting Bumper / Hitch Receiver Aluminum Underbody Toolboxes (2) Per Side, (1) Rear D.O.T. Approved LED Lighting Nozzles & Accessories: 10' Leader Hose	\$123,781.70	\$123,781.70

Qty	Description	Unit Price	Ext. Price
	BB Hose Guide		
	Tri-Star (Chisel Point) Nozzle		
	DD (High Flow) Nozzle		
	Finned Nozzle Extension		
	Nozzle Rack		
	25' Fill Hose		
	Washdown Gun w/25' Ext. Hose		
	Upstream Pulley Guide		
	Paper Operator / Owner Manual		
1.0	Upgrade Water System To Giant 80 Gpm @ 2500 Psi Plunger Style	\$10,522.56	\$10,522.56
	Triplex Water Pump W/30 Min Run Dry Capability		
1.0	WASHDOWN SYSTEM W/50' RETRACTABLE HOSE REEL	\$1,349.27	\$1,349.27
	(ACCESS THROUGH REAR DOOR)		
1.0	Upgrade To 1000' Capacity Hose Reel In Lieu Of Standard Capacity	\$2,667.50	\$2,667.50
800.0	Sewer Hose (1" I.D. X 3000 Psi Operating Pressure) Per Ft.	\$5.46	\$4,368.00
1.0	Automatic Levelwind With Hydraulic Up/Down Action	\$6,811.34	\$6,811.34
1.0	Digital 'Smart Counter' Footage Meter	\$3,008.94	\$3,008.94
1.0	Upgrade To 10 Ft. X 6 Inch Low Profile 1500 Gallon Water Tank	\$19,303.97	\$19,303.97
2.0	Fill Hose Storage Rack	\$214.37	\$428.74
1.0	Tank Access Ladder	\$877.85	\$877.85
1.0	Engine/Water Pump Compartment Light	\$209.52	\$209.52
2.0	Led Flood Light (Factory Standard) (Rear)	\$444.26	\$888.52
1.0	Led Arrow Stick (Factory Standard)	\$1,052.45	\$1,052.45
1.0	Hand-Held Wireless 12V/110V Rechargeable Led Spotlight	\$330.77	\$330.77
	W/Storage Bracket		
1.0	12VDC POWER OUTLET	\$79.54	\$79.54
1.0	(8) 4" X 1" LED CLASS 1 SURFACE MOUNTED STROBE	\$2,277.56	\$2,277.56
	PACKAGE - (2) GRILL MOUNTED, (2) DRIVERS SIDE SHROUD,		
	(2) PASSENGER SIDE SHROUD, (2) REAR OF SHROUD.		
1.0	Wireless Remote Pendant Control (With Hose Reel F-N-R Control,	\$7,340.96	\$7,340.96
	Throttle Up/Down, Water On/Off, And Kill Switch) Includes Manifold		
	Hydraulics		
1.0	Shroud: Standard White Paint		
1.0	Hose Reel - Upright: White Paint (No Charge for Sewer Blue if	\$696.46	\$696.46
	chosen)		
1.0	Steel Skirting & (5) Aluminum Toolboxes - Included in base price		
1.0	Lockable Long Handled Tool Storage (2) 4" Tubes	\$829.35	\$829.35
1.0	Roll-Out Root Cutter Maintenance Box	\$2,382.32	\$2,382.32
1.0	Rear Back Up Camera W/7 Inch Color Monitor Mounted In Cab	\$1,029.17	\$1,029.17
1.0	Combination Heavy Duty Ball Hitch (20,000 Lbs Maximum Load)	\$1,065.06	\$1,065.06
	W/Cab Mounted Brake Controller And 7-Pin Rv Type Receptacle		

Qty	Description	Unit Price	Ext. Price
1.0	LED Light Bar Whelen R1LPPCA Amber or equivalent Mounted on Truck Cab W/Limb Guard	\$1,052.45	\$1,052.45
1.0	50 Ton Pintle Hitch with Reinforced Bumper (add to Standard hitch)	\$981.16	\$981.16
1.0	Mud flaps in front of rear tires	\$317.43	\$317.43
1.0	2nd year warranty on module (does not include chassis)	\$3,499.76	\$3,499.76
1.0	Freight to Great Falls\	\$9,750.00	\$9,750.00
1.0	PDI	\$2,500.00	\$2,500.00
Additional Options			
1.0	Extra tool tray on the 800	\$1,357.14	\$1,357.14
1.0	Heavy Duty Bumper Bracing	\$1,214.29	\$1,214.29

Order Total \$211,973.78

Please contact me if I can be of further assistance.

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

By: _____ Accepted _____ Date _____

QUOTE VALID FOR 30 DAYS

PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE



SWS Equipment, LLC

6515 E Nixon Ave,
Spokane, WA 99212

5095339000 Fax: 509-533-1050
1-800-892-7831

QUOTE

Quote #: PHFDQ5916-03

Date: 11/03/21

Sales Rep: Phil Davison

Customer No:

FOB: Destination

Ship Via: Bestway

Est. Ship Date:

Terms: Net 30

Quote To:

City Of Great Falls
Doug Alm
1025 25th Ave NE
Great Falls, MT MT 59403
Fax:

Ship To:

City Of Great Falls
Doug Alm
1025 25th Ave NE
Great Falls, MT MT 59403

We are pleased to propose the following for your consideration

Qty	Description	Unit Price	Ext. Price
1.0	Sourcewell Quote Contract # 122017-SCA Member ID# 16787		
1.0	RAMVAC 2000 Trailer Mounted Vacuum Machine	\$151,556.68	\$151,556.68
	Vacuum: Kohler 134 hp Diesel Engine Engine Shroud 2400 CFM Positive Displacement Blower Boom Assembly w/ Power Rotation 6" Hose System Hvy Duty Filtration System (cyclone & final filter w/cleanable element) Gauge Package Control System - NEMA 4 Control Panel and Pendant (1) 6" x 10' Flat Discharge Hose		
	Debris Tank: 1250 Gallon (6 Cubic Yards) Hydraulic Door Locks Hydraulic Dump System Fold Down Pipe Racks Hyd Powered Open/Close Rear Door Trailer: Tandem Axles 18,000 GVWR Electric brakes, 2-5/16" Ball Hitch Steel toolbox (1) - tongue mounted 7000# Hydraulic Tongue Jack LED D.O.T. approved lighting Hydraulic Stabilizers		
	Accessories: (1) 6" x 16' Boom Hose (1) 6" Crown Nozzle (2) 6" x 6' Extension Tubes (1) 6" x 4' Extension Tube		

Qty	Description	Unit Price	Ext. Price
	(1) 6" x 4' Air Induction Tube		
	(1) Paper Owner's Manual		
1.0	CENTRAL LUBRICATION SYSTEM	\$2,510.36	\$2,510.36
1.0	WIRELESS PENDANT CONTROL INCLUDES, ENGINE THROTTLE UP/DOWN, WATER PUMP ON/OFF, BOOM EXTEND/RETRACT, BOOM LEFT/RIGHT, BOOM RAISE/LOWER AND EMERGENCY KILL	\$4,585.19	\$4,585.19
1.0	DEBRIS BODY PUMP OFF SYSTEM AND ACCESSORIES (Front of Debris Body)	\$5,567.80	\$5,567.80
1.0	HIGH PERFORMANCE BLOWER SILENCER (LOWERS NOISE PRESSURE UP TO 4 db AT 15')	\$4,041.02	\$4,041.02
1.0	POWER EXTENSION FOR BOOM AND ACCESSORIES	\$4,872.31	\$4,872.31
1.0	BOOM MOUNTED WORK LIGHTS (2)	\$802.19	\$802.19
1.0	LED STROBE LIGHT (FACTORY STANDARD)	\$533.50	\$533.50
1.0	LED ARROW BOARD (FACTORY STANDARD)	\$1,250.33	\$1,250.33
1.0	UPGRADE TO ALUMINUM TOOLBOX (TONGUE MOUNTED)	\$361.81	\$361.81
1.0	SPARE TIRE AND RIM	\$554.84	\$554.84
1.0	STANDARD WHITE PAINT		
1.0	ADDITIONAL PAPER OPERATOR'S MANUAL	\$80.51	\$80.51
1.0	Custom Exhaust to Back of Trailer for Jetting Application (No Longer Available because of Tier 4 Engines)		
1.0	Extended Tongue	\$242.50	\$242.50
1.0	Dual Wheel Chock Holders Frame Mounted (97233-00-V) & 4 Rubber Wheel Chocks	\$321.92	\$321.92
2.0	Additional 32"x11"x1" Steel or Aluminum Toolbox Mounted to Fender	\$496.64	\$993.28
1.0	Fixed Pipe Rack (refer to WO-5362)	\$242.50	\$242.50
1.0	20' 3" lay Flat Hose	\$143.56	\$143.56
1.0	6" Sight Gauge in Tank		
1.0	12" Portal Hatch		
1.0	2 year Warranty		
1.0	Reinforced Frame to include 3 year warranty against cracking		
1.0	additional 6"X6' Extension Tube (51545-02-V)		
2.0	8' Extension Tubes (51546-02-V)		
2.0	6" to 4" Reducer (53400-00-V)		
2.0	upgrade to Heavy Duty 10,000 pound Axles		
1.0	Trash Pump has a Valve Either Before or After Pump & Camlok Conn. To Connect 3" Lay Flat (Valve is std)		

Qty	Description	Unit Price	Ext. Price
1.0	Freight	\$3,500.00	\$3,500.00
1.0	PDI	\$1,500.00	\$1,500.00
Additional Options			
1.0	Decant to front of trailer via the side mounted trash pump.	\$5,000.00	\$5,000.00
1.0	Bauer style vac tubes	\$4,000.00	\$4,000.00
1.0	Side Pipe Racks	\$1,142.86	\$1,142.86
1.0	Rear Pipe Racks	\$2,142.86	\$2,142.86
1.0	Special Heavy Duty Frame.	\$2,857.14	\$2,857.14
1.0	Special Heavy Duty tongue	\$1,714.29	\$1,714.29
1.0	Pintle Hitch	\$642.86	\$642.86
1.0	Special holders on the rear door	\$2,142.86	\$2,142.86
Order Total			\$203,303.17

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE DUE TO CHANGING STEEL PRICES - SALES TAX NOT INCLUDED - THANK YOU!

By: _____ Accepted _____ Date _____

QUOTE VALID FOR 30 DAYS

PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE



Jackson Group Peterbilt – Missoula (M551)
9550 Cartage Road
Missoula, Montana 59802

City Of Great Falls
1025 25Th Ave Ne
Great Falls, Montana 59403
United States of America

Todd Whitman
Cell Phone:
Office Phone: (406)721-6100
Email: twhitman@montanapb.com

Doug Alm
Office Phone: 406-771-1401

Customer Quote

Equipment

Quantity:	1
Truck Price:	\$129,099
Dealer Options:	\$0
Extended Warranty:	\$0
Equipment Price:	\$103,279
Surcharges Not Subject to Discount:	\$500
Options Not Subject to Discount:	\$1,580
Factory Freight Cost:	\$2,800
Total Equipment Price:	<u>\$108,159</u>

NET Sale Price: **\$104,779**

Miscellaneous

FET Tire Credit:	\$0
Net Chassis FET:	\$0
State Tax:	\$0
Body/Trailer/Accessories FET:	\$0
Fees:	\$0
Other:	\$4,277

Quotation Total: **\$104,779**

This quotation worksheet is provided to aid dealers in their pricing efforts. Since PACCAR Inc and its truck divisions have no control over data input and various transactional circumstances that may affect the FET calculation, it is not to be considered tax advice. The dealer should consult his own tax advisor for the proper calculation of any taxes under the variety of circumstances, which may occur.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed.

Price Level: April 1, 2021

Date: December 02, 2021

Deal: Jetter Truck

Quote Number: QUO-854407-B1J2W3

Printed On: 12/2/2021 2:15:19 PM



Peterbilt Motors Company

SOURCEWELL CONTRACT #060920-PMC - CY2021-2024

FILL IN ALL BLUE CELLS

Missoula Peterbilt	12/1/2021	City of Great Falls
INSERT CUSTOMER ADDRESS	INSERT CUSTOMER SOURCEWELL NUMBER BELOW - LOOK UP AT: (https://www.sourcewell-mn.gov/member-lookup)	
	INSERT CUSTOMER'S SOURCEWELL MEMBER NUMBER	

PETERBILT MODEL	548
-----------------	-----

CAB & CHASSIS LIST PRICE (do not factor in list discounts)	\$129,093
SOURCEWELL DISCOUNT %	20.00%
SOURCEWELL DISCOUNT \$	\$25,820
CAB & CHASSIS PRICE	\$103,279

BODY SUPPLIER (if applicable) name only (not distributor/dealer)	OEM- SWS
BODY SUPPLIER SOURCEWELL CONTRACT NUMBER (if applicable)	INSERT CONTRACT NUMBER

BODY PRICE (if applicable)	0
----------------------------	---

TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES (other than body)	\$1,500
---	---------

TOTAL PRICE FOR CAB & CHASSIS, BODY, AND ALL SOURCED GOODS/SERVICES (automatically calculated)	\$104,779
--	-----------

CHASSIS #	INSERT CHASSIS #
-----------	------------------

PETERBILT MODEL	SOURCEWELL DISCOUNT
MEDIUM DUTY	
220	10.00%
220EV	14.00%
325	17.00%
330	18.00%
337	19.00%
348	26.00%
535	15.00%
536	16.00%
537	17.00%
548	20.00%
CLASS 8	
365	31.00%
367	34.00%
567	34.00%
579	35.00%
579EV	37.00%
389	35.00%
520	35.00%
520EV	37.00%

Notes:



Commission Meeting Date: December 21, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract Award: Lincoln ADA Upgrades O. F. 1781.0

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, Public Works Director

Action Requested: Consider Bids and Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$231,710.00 to MRTE Inc, for the Lincoln ADA Upgrades including bid schedules A, B, and C, and authorize the City Manager execute the necessary documents.”

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

Staff Recommendation: Approve construction contract award.

Summary:

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

Background:

Citizen Participation:

The area has been prioritized by disability stakeholders in meetings and infrastructure scoring processes outlined in the Public Right of Way ADA Transition Plan. The construction activity will require temporary lane closures of 26th Street South near the intersections of 6th and 8th Avenues. Access to residences and businesses adjacent to the construction zones will be maintained.

Workload Impacts:

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

Purpose:

This project will provide an Americans with Disabilities Act (ADA) compliant route of travel to connect citizens to each other and larger arterial routes for travel to various public and private amenities. The area has been prioritized by disability stakeholders in meetings and infrastructure scoring processes outlined in the Public Right of Way ADA Transition Plan. These routes improve the functional and aesthetic properties of the area and connect all citizens while providing a means of independence to the young and old and those with disabilities in the area. The proposed project will provide ADA compliant routes by installing curb ramps at the following intersections:

- 27th Street South and 6th Avenue South
- 27th Street South and 7th Avenue South
- 27th Street South and 8th Avenue South.

The project corridor is located in the Public Right of Way, and identified in the ADA Transition Plan as high priority. The ADA ramp replacement schedule established in the Plan is being adhered to and fulfilled as outlined. In addition to the scheduled changes, the proposed route was identified by several stakeholders as a priority route due to its proximity to public and private amenities of interest including Lincoln School and adjacent businesses on state maintained pedestrian routes along 10th Ave South and 9th Street South.

Project Work Scope:

The project consists of installing: approximately 1,700 Lineal Feet of integral concrete curb and gutter; 5,700 Square Feet of four (4)-inch concrete sidewalk; 4,100 Square Feet of six (6)-inch reinforced concrete; 24 truncated domes; and 10,200 Square Feet of sod placement.

Evaluation and Selection Process:

The specifications were advertised three times in the Great Falls Tribune. Two bids were received on December 8, 2021, \$231,710.00 and \$295,540.00. MRTE Inc., submitted a responsible bid.

Conclusion:

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

Fiscal Impact:

The attached bid tabulation summarizes bids that were received. The Great Falls Public School District will be providing \$75,000 and City Street fund will be providing the balance.

Alternatives:

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

Concurrences:

Great Falls Public Schools recommend award of the bid.

Attachments/Exhibits:

Bid tabulation

Vicinity Map

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

BID TABULATION SUMMARY

Lincoln ADA Upgrades
O.F. 1781.0

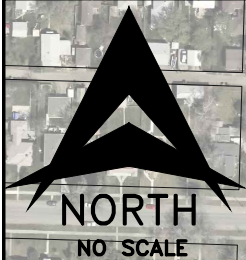
Bids Taken at Civic Center

Date: December 8, 2021

Tabulated By: Amanda Brownlee

	Name & Address of Bidder	Acknowledge Addendum #1	Acknowledge Addendum #2	10% Bid Security	Certificate of Compliance with Insurance Req.	Bid Sched. A	Bid Sched. B	Bid Sched. C	Total Bid
1	United Materials, Inc. P.O. Box 1690 Great Falls, MT 59403	X	X	X	X	\$237,915.00	\$21,312.50	\$36,312.50	\$295,540.00
2	MRTE PO Box 538 Black Eagle MT 59414	X	X	X	X	\$186,160.00	\$14,925.00	\$30,625.00	\$231,710.00
3									
4									
5									
6									
7									
8									
9									
10									

O.F. 1781 VICINITY MAP



PROJECT LOCATION

DENTAL PARK
CONDO'S

LINCOLN MEDICAL
COURT

LINCOLN
ELEMENTARY
SCHOOL

LIONS

PARK



Commission Meeting Date: December 21, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Highland Park – Electric City BMX Association

From: Park & Recreation Department

Initiated By: Steve Herrig, Park & Recreation Director

Presented By: Patty Rearden, Park & Recreation Director

Action Requested: Conduct Public Hearing for the Electric City BMX Association Lease of City owned property located in Highland Park

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Lease Agreement with the Electric City BMX Association for a portion of City-owned property located in Highland Park.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

(In accordance with OCCGF a 4/5 vote is required for approval)

Staff Recommendation: Staff recommends the City Commission approve the lease of a portion of City Park located in Highland Park with the Electric City BMX Association.

Summary: The proposed lease with the Electric City BMX Association would be a five-year lease with an option to renew at the City’s sole discretion. The leased parkland is located in Highland Park property located at 1021 21st Ave South, Great Falls, MT. The lessee will be responsible for an annual fee, utilities, and day-to-day maintenance.

Background: As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days’ notice of the time and place of such hearing to be published in a paper of general circulation in the City.

The five year lease includes an annual fee of \$250.

The Park and Recreation Master Plan recommended that the City's responsibility should be to provide land for youth sport organizations. The Electric City BMX Association has provided improvements to the City parkland including track, parking lots, and buildings, with a master plan of additional expansions that include improvements that will make the course more competitive. Loss of this property would be detrimental to the Electric City BMX Association programming.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. At the December 13, 2021 Park and Recreation Advisory Board meeting board members were given the opportunity to consider this renewal. The Park Advisory Board voted to recommend that the City Commission approve this lease agreement.

Fiscal Impact: The \$250 annual lease payment will go to the General Fund.

Alternatives: The alternative would be to not approve the lease and require the group to find other options to conduct their activities.

Attachments/Exhibits: The Electric City BMX Association Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between Electric City BMX Association, whose business address P.O. Box 6752, Great Falls, MT 59406 (hereinafter referred to as "Lessee"), and the City of Great Falls, a municipal entity in the State of Montana, whose address is P. O. Box 5021, Great Falls, MT 59403 (hereinafter referred to as "City"), and collectively referred to as "The Parties.

RECITALS

WHEREAS, Lessee desires to enter into this Lease Agreement (hereinafter, the "Agreement") for use of a portion of the City-owned property described as a portion of Highland Park located in the City of Great Falls at 1021 21st Ave South, Great Falls, MT (Hereinafter referred to as the "Property"), for the purpose of conducting a BMX racing program (hereinafter referred to as the "Use"); and

WHEREAS, the City deems it to be in the public interest to provide its citizens and the general public with services contemplated by Lessee's Use of City Property as stated herein.

NOW THEREFORE, The Parties do hereby covenant and agree as follows:

GRANT AND CONDITIONS OF USE

The City, for and in consideration of the fees to be paid and the covenants herein, does hereby grant unto Lessee the Use of a portion of the City Property and adjoining Property abutments for the purpose stated above. Lessee agrees to Use the Property during the term of this Agreement only for such Use. Lessee further agrees that it will not make or suffer any unlawful, improper or offensive use of the Property, or in any way use or occupy the same contrary to any law of the United States, State of Montana or any ordinance of the City, now or hereafter made. Lessee agrees that it will not conduct activities in which flames, flammable or hazardous materials are involved without the prior approval of the Great Falls Fire Rescue Department. Lessee shall not commit, or suffer to be committed, any nuisance or any waste on the Property. Lessee agrees that no use shall be made or permitted to be made of the Property, or acts done, which will cause a cancellation of any insurance policy covering the Property or any part thereof.

Lessee shall not injure, mar or in any way deface or alter the Property and shall not cause or permit anything to be done whereby said Property shall be in any manner injured, marred, defaced or altered without prior written permission from the City. Lessee agrees that no fixture, building, structure, or other permanent installation will be constructed or placed upon the property except as herein provided or otherwise authorized by the City. The City reserves the right to enter upon the property and remove, after notification, any obstacles or structures that

may be hazardous to the public. Lessee shall refrain from depositing or discharging any hazardous materials upon the Property or in the Use Area, either intentionally or negligently. Lessee agrees to pay the City, separate from the Use Fee for any special maintenance, damage and repairs caused by Lessee's Use.

CONDITION OF PROPERTY

Lessee acknowledges familiarity with the Property's condition and acknowledges no representation, statement or warranty, expressed or implied, has been made by or on behalf of City as to such condition. In no event shall City be liable for any defect in such property or for any limitation on its use. The taking of possession of the Property shall be conclusive evidence that Lessee accepts the same "as is" and that the Property was in good condition at the time possession took place. Lessee agrees to accept the Property in the condition in which it exists at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by City, and without recourse to the City as to the nature, condition or unsuitability thereof, or as to the Use to which the Property may be put.

At the expiration of this Agreement, Lessee shall quit and surrender the Property in as good condition as when received, reasonable wear and tear and damage excepted.

TERM

The Term of this Agreement is five (5) years, effective January 1, 2022 and expiring December 31, 2026. Upon expiration of this Agreement, Lessee, or its successors or assigns, may request execution of a new Agreement. If any extension of this Agreement is granted by the City, the City reserves the right to negotiate any conditions and covenants of the extension of this Agreement, including but not limited to the Use Fee.

Notwithstanding the above term of lease, this lease is terminated if the Lessee's use of the Property ceases to be for a public purpose, the use of the Property immediately reverts to the City of Great Falls and the lease agreement cancelled.

LEASE FEE

The Fee for Lessee's Use of the City-owned Property is one dollar (\$250.00) annually, and other valuable consideration, for the term of this lease. The fee is to be paid on or before January 31st annually or in a onetime sum payment within the first year. Failure of Lessee to pay the full Lease Fee amount at the execution of this Agreement renders this Agreement void.

LIAISON

For this Agreement, the contact for Lessee is **Shyla Maziarz** and the contact for the City is **Lonnie Dalke, Park and Recreation Park Manager.**

LIENS, INDEMNITY & INSURANCE

City's Property shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the leased premises by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of City is encumbered thereby.

Lessee agrees to protect, indemnify, defend, and save harmless the City against and from any and all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), attorney's fees, and losses to the City arising in favor of or asserted by any person or entity on account of personal injury, death or damage to property arising out of, in connection with, or incidental to the negligence or willful misconduct of Lessee, or its agents or employees.

For this purpose, Lessee shall provide City with proof of Lessee's Commercial General Liability insurance issued for personal injury and property damage in amounts not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Lessee, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from the Use under this Agreement. The City shall be included or named as an additional or named insured on the Commercial General Liability policy. Additional Insured Endorsement must be provided as evidence that the City is an additional insured on the insurance policy. The insurance must be in a form suitable to City.

Lessee shall also maintain, at its own expense, insurance covering Lessee's personal property, supplies and equipment in an amount equal to its replacement cost.

MISCELLANEOUS PROVISIONS

Lessee may not assign, rent, sublet, permit the Use of or otherwise transfer Lessee's rights in this Use Agreement without the prior written consent of City.

This Agreement does not vest Lessee with any compensable interest in the Property or property underlying or adjoining the Use Area. This Agreement is a personal license for Lessee to utilize the Property for the Use stated herein and within the Use Area and does not create any real property right to the benefit of Lessee.

Lessee, either as an individual or on behalf of a group or organization, hereby agrees that this permit shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, national origin, or any other classification protected under law.

Lessee agrees that the City and/or its designated representatives may enter upon the used facilities as herein before described at all reasonable times to make inspection in conformity with this Lease Agreement.

Lessee shall not display signs, or advertising material of any kind, on the exterior of the building except with prior approval from the Park and Recreation Director.

Lessee shall not use or occupy the Premises for any hazardous and/or unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises.

At the expiration or prior to termination of this lease and any extension thereof, Lessee will leave the Property in as good condition as received, except for reasonable wear and tear.

The Use of the Property herein, is subordinate to the right of any private or public use now lawfully occupying the Property, and the City retains all rights to grant additional use of the he Property to others at its sole discretion.

Lessee understands and agrees that during the term of this Agreement other events may be held on the Property, and Lessee shall so conduct its activities so as not to interfere with other such activities.

APPLICABLE LAW

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

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be fixed the day and year first hereinabove written.

Lessee

By:_____
Signature

Its:_____
Title

CITY OF GREAT FALLS

Gregory T. Doyon, Manager

ATTEST

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT*

Jeff Hindoien, Interim 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: December 21, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Don Olson Baseball Field – The Electric City Baseball Academy

From: Park & Recreation Department

Initiated By: Steve Herrig, Park & Recreation Director

Presented By: Patty Rearden, Park & Recreation Deputy Director

Action Requested: Conduct Public Hearing for The Electric City Baseball Academy Lease of City owned property located in Don Olson Baseball Field

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

 “I move that the City Commission (approve/not approve) the lease agreement with The Electric City Baseball Academy for City owned property located in Lot 3, Block 1, Missouri River Manor Addition, and known as Don Olson Baseball Field.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
 (In accordance with OCCGF a 4/5 vote is required for approval)
-

Staff Recommendation: Staff recommends the City Commission approve the lease of a portion of City Park located in Don Olson Baseball Field with The Electric City Baseball Academy.

Summary: The proposed lease with The Electric City Baseball Academy would be a ten-year lease with an option to renew at the City’s sole discretion. The leased parkland is located in Don Olson Baseball Field property located on the corner of 17th Ave. South and 13th Street South, Great Falls, MT. The lessee will be responsible for an annual fee, utilities, and day-to-day maintenance.

Background: As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days’ notice of the time and place of such hearing to be published in a paper of general circulation in the City.

The ten year lease includes an annual fee of \$500. The City would be responsible for water costs for irrigation, up to a maximum of one thousand dollars (\$1000) per year. Any additional water costs over this amount will be billed to The Electric City Baseball Academy and will be due and payable upon receipt of billing.

The Park and Recreation Master Plan recommended that the City's responsibility should be to provide land for youth sport organizations. The Electric City Baseball Academy has provided improvements to the City parkland including fencing, backstops, irrigation, turf, parking lots, bleachers and buildings. Loss of this playing field would be detrimental to The Electric City Baseball Academy program.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. At the December 13, 2021 Park and Recreation Advisory Board meeting board members were given the opportunity to consider this renewal. The Park Advisory Board voted to recommend that the City Commission approve this lease agreement.

Fiscal Impact: The \$500.00 annual lease payment will go to the General Fund.

Alternatives: The alternative would be to not approve the lease and require the group to find other options to conduct their activities.

Attachments/Exhibits: The Electric City Baseball Academy Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between The Electric City Baseball Academy, whose business address P.O. Box 2352, Great Falls, MT 59403 (hereinafter referred to as "Lessee"), and the City of Great Falls, a municipal entity in the State of Montana, whose address is P. O. Box 5021, Great Falls, MT 59403 (hereinafter referred to as "City"), and collectively referred to as "The Parties.

RECITALS

WHEREAS, Lessee desires to enter into this Lease Agreement (hereinafter, the "Agreement") for use of a portion of the City-owned property described as a track of land located in the E1/2 of Section 13, T20N, R3E, P.M.M., Cascade County, Montana, more specifically described as Lot 3, Block 1, Missouri River Manor Addition.(Hereinafter referred to as the "Property"), for the purpose of conducting a baseball program (hereinafter referred to as the "Use"); and

WHEREAS, the City deems it to be in the public interest to provide its citizens and the general public with services contemplated by Lessee's Use of City Property as stated herein.

NOW THEREFORE, The Parties do hereby covenant and agree as follows:

GRANT AND CONDITIONS OF USE

The City, for and in consideration of the fees to be paid and the covenants herein, does hereby grant unto Lessee the Use of a portion of the City Property and adjoining Property abutments for the purpose stated above. Lessee agrees to Use the Property during the term of this Agreement only for such Use. Lessee further agrees that it will not make or suffer any unlawful, improper or offensive use of the Property, or in any way use or occupy the same contrary to any law of the United States, State of Montana or any ordinance of the City, now or hereafter made. Lessee agrees that it will not conduct activities in which flames, flammable or hazardous materials are involved without the prior approval of the Great Falls Fire Rescue Department. Lessee shall not commit, or suffer to be committed, any nuisance or any waste on the Property. Lessee agrees that no use shall be made or permitted to be made of the Property, or acts done, which will cause a cancellation of any insurance policy covering the Property or any part thereof.

Lessee shall not injure, mar or in any way deface or alter the Property and shall not cause or permit anything to be done whereby said Property shall be in any manner injured, marred, defaced or altered without prior written permission from the City. Lessee agrees that no fixture, building, structure, or other permanent installation will be constructed or placed upon the property except as herein provided or otherwise authorized by the City. The City reserves the right to enter upon the property and remove, after notification, any obstacles or structures that may be hazardous to the public. Lessee shall refrain from depositing or discharging any

hazardous materials upon the Property or in the Use Area, either intentionally or negligently. Lessee agrees to pay the City, separate from the Use Fee for any special maintenance, damage and repairs caused by Lessee's Use.

TERM

The Term of this Agreement is ten (10) years, effective January 1, 2022 and expiring December 31, 2031. Upon expiration of this Agreement, Lessee, or its successors or assigns, may request execution of a new Agreement. If any extension of this Agreement is granted by the City, the City reserves the right to negotiate any conditions and covenants of the extension of this Agreement, including but not limited to the Use Fee.

Notwithstanding the above term of lease, this lease is terminated if the Lessee's use of the Property ceases to be for a public purpose, the use of the Property immediately reverts to the City of Great Falls and the lease agreement cancelled.

LEASE FEE

The Fee for Lessee's Use of the City-owned Property is Five Hundred (\$500.00) annually, and other valuable consideration, for the term of this lease. The fee is to be paid on or before January 31st annually or in a onetime sum payment within the first year. Failure of Lessee to pay the full Lease Fee amount at the execution of this Agreement renders this Agreement void.

CONDITION OF PROPERTY

Lessee acknowledges familiarity with the Property's condition and acknowledges no representation, statement or warranty, expressed or implied, has been made by or on behalf of City as to such condition. In no event shall City be liable for any defect in such property or for any limitation on its use. The taking of possession of the Property shall be conclusive evidence that Lessee accepts the same "as is" and that the Property was in good condition at the time possession took place. Lessee agrees to accept the Property in the condition in which it exists at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by City, and without recourse to the City as to the nature, condition or unsuitability thereof, or as to the Use to which the Property may be put.

At the expiration of this Agreement, Lessee shall quit and surrender the Property in as good condition as when received, reasonable wear and tear and damage excepted.

COVENANTS OF THE LEASE

The Lessee do hereby covenant and agree with the City that the Lessee will:

1. Use and occupy said premises in a careful and proper manner and not commit any waste therein;

2. Not use or occupy said premises for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises;
3. Not assign the lease, nor sublet said premises, nor any part thereof, without the written consent of the City. The City shall require no more than thirty (30) days for such approval upon written request by the Lessee and shall not unreasonably withhold such approval;
4. Not use or occupy said premises, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
5. The Lessee shall make no alterations; changes or revamping, remodeling or capital improvements in or to the premises, without prior written permission signed by the Park and Recreation Director, and in addition thereto, shall obtain all permits required for such work under City ordinance. Approvals of any such improvements/changes must be granted or rejected by the City within thirty (30) days of written notice by the Lessee for such work, or the work may proceed the same as if such approval was received. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Lessee inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;
6. Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
7. Pay for the use and maintenance of utility services on the premises, including but not limited to gas, electricity, sanitation, water and telephone;
8. Conduct ordinary day-to-day maintenance and repair necessary to keep both the interior and exterior of the premises in a good state of repair and acceptable condition. Maintain field in a playable condition, inspect field and facilities on a regular basis to determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist; Include turf, and landscape maintenance of entire premises. Mowing, weed spraying, irrigation, etc.
9. Provide for necessary janitorial and maintenance services to insure the grandstand, bleachers, restrooms and other areas of the leased premises are in a sanitary and orderly condition;
10. Keep parking space adjacent to the premises in a clean and safe condition;
11. All grounds keeping and cleanup to be provided by the Lessee. Lessee will be responsible to secure and contract with a Head Groundskeeper. Each Team further agrees to assist with grounds keeping after practice and games, under the direction of the Head Groundskeeper;
12. Be responsible for all damage to property, public or private, that may be caused by this operation in the performance of this agreement;
13. The Lessee shall allow participation in the American Legion baseball program for all interested persons regardless of race, creed, sexual gender, economic or social status and will encourage such participation without discrimination of any kind or nature;
14. Leave premises at the expiration or prior to termination of this lease and any extension thereof in as good condition as received, reasonable wear and tear alone accepted.

COVENANTS OF THE CITY:

The City does hereby covenant and agree with the Lessee that the City will:

1. Provide water costs for irrigation of the park up to a maximum of One Thousand Dollars (\$1,000). Any additional water costs over this amount will be billed to The Electric City Baseball Academy and will be due and payable upon receipt of billing.

MUTUAL COVENANTS:

It is mutually agreed by and between the City and Lessee that:

1. If the Lessee shall pay the rental as herein provided, and shall keep, observe and perform all if the other covenants of this lease by the Lessee to be kept, performed and observed, the Lessee shall and may, peaceably and quietly, have, hold and enjoy the said premises for the term aforesaid;
2. This lease and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatsoever;
3. The City reserves the right to determine who may use the premises outside use of the Lessee, and whether a charge will be made therefore; and with mutual consent of the Lessee. Provided, however, that the City's permission to use the premises shall not be unreasonably withheld under any circumstances except if it conflicts with American Legion use;
4. The Club may conduct, either directly or by contract with others, the usual concessions and souvenir sales on the premises and receive all revenues there from; and further the Lessee shall have the right to sell advertising space on the outfield fence inside the premises and to receive and retain revenue there from, however, signs must meet City Ordinance and receive approval from the City;
5. With just cause, the Lessee, either together or independently, will have the option to terminate the lease by giving written notice to the City at least sixty (60) days prior to the start of the normal scheduled season opening game;
6. The park is owned and held by the City of Great Falls for the use and benefit of the general public and that should the City determine that said premises are needed for any purpose whatsoever, to be used by the general public or the public good, the City shall have the right and privilege of canceling and terminating this lease upon giving the Lessee a notice prior to December 1 in writing of its intention so to cancel and/or terminate this lease;
7. If the Lessee shall at any time be in default in the payment of rent herein reserved, or in the performance of any of the covenants or provisions of this lease, and the Lessee shall fail to remedy such default within fifteen (15) days after written notice thereof from the City, it shall be lawful for the City to enter upon the premises, and again, have, repossess, and enjoy the same as if this lease had not been made, and there upon this lease and everything herein contained on the part of the City to be done and performed shall cease and determine, without prejudice, however, to the right of the City to recover from the Lessee all rent due up to the time of such entry; in case of any such default and entry by the City, the City may re-let said premises for the remainder of said term for the highest rent obtainable, and may recover from the Lessee any deficiency between the amount so obtained and the rent herein reserved;
8. Any notice required to be given under this lease shall be in writing and may be served on either of the parties by mailing same in a sealed, postpaid envelope addressed to the City at

the Civic Center, Great Falls, Montana, and to The Electric City Baseball Academy at P.O. Box 2352, Great Falls, Montana, and by depositing such notice in any United States Post Office or letter receptacle, and which notice shall be deemed to have been made upon the date of mailing;

9. In the event of litigation to enforce, modify or interpret this agreement, this contract shall be interpreted in accordance with Montana law and jurisdiction will be in the courts of Montana;
10. There are no conditions to this agreement, either subsequent or precedent, except as set forth herein. This Agreement constitutes the entire agreement between the parties and no representations or warranties have been made by the City to the Lessee save those contained herein.

LIAISON

For this Agreement, the contact for Lessee is Sean Sturges; and the contact for the City is Lonnie Dalke, Park and Recreation Park Manager.

LIENS, INDEMNITY & INSURANCE

City's Property shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the leased premises by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of City is encumbered thereby.

Lessee agrees to protect, indemnify, defend, and save harmless the City against and from any and all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), attorney's fees, and losses to the City arising in favor of or asserted by any person or entity on account of personal injury, death or damage to property arising out of, in connection with, or incidental to the negligence or willful misconduct of Lessee, or its agents or employees.

For this purpose, Lessee shall provide City with proof of Lessee's Commercial General Liability insurance issued for personal injury and property damage in amounts not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Lessee, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from the Use under this Agreement. The City shall be included or named as an additional or named insured on the Commercial General Liability policy. Additional Insured Endorsement must be provided as evidence that the City is an additional insured on the insurance policy. The insurance must be in a form suitable to City.

Lessee shall also maintain, at its own expense, insurance covering Lessee's personal property, supplies and equipment in an amount equal to its replacement cost.

MISCELLANEOUS PROVISIONS

Lessee may not assign, rent, sublet, permit the Use of or otherwise transfer Lessee's rights in this Use Agreement without the prior written consent of City.

This Agreement does not vest Lessee with any compensable interest in the Property or property underlying or adjoining the Use Area. This Agreement is a personal license for Lessee to utilize the Property for the Use stated herein and within the Use Area and does not create any real property right to the benefit of Lessee.

Lessee, either as an individual or on behalf of a group or organization, hereby agrees that this permit shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, national origin, or any other classification protected under law.

Lessee agrees that the City and/or its designated representatives may enter upon the used facilities as herein before described at all reasonable times to make inspection in conformity with this Lease Agreement.

Lessee shall not display signs, or advertising material of any kind, on the exterior of the building except with prior approval from the Park and Recreation Director.

Lessee shall not use or occupy the Premises for any hazardous and/or unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises.

At the expiration or prior to termination of this lease and any extension thereof, Lessee will leave the Property in as good condition as received, except for reasonable wear and tear.

The Use of the Property herein, is subordinate to the right of any private or public use now lawfully occupying the Property, and the City retains all rights to grant additional use of the he Property to others at its sole discretion.

Lessee understands and agrees that during the term of this Agreement other events may be held on the Property, and Lessee shall so conduct its activities so as not to interfere with other such activities.

APPLICABLE LAW

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

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be fixed the day and year first hereinabove written.

CITY OF GREAT FALLS

THE ELECTRIC CITY BASEBALL ACADEMY

Gregory T. Doyon, City Manager

Sean Sturges, President

ATTEST

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT*

Jeff Hindoien, Interim 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: Dec 21, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3234, “An Ordinance Amending Title 9, Chapter 8, Article 10 of the Official Code of the City of Great Falls (OCCGF), Pertaining to Weapons”

From: Legal Department

Initiated By: Legal Department

Presented By: Legal Department

Action Requested: Conduct Public Hearing and adopt Ordinance 3234 on Second Reading

Public Hearing:

1. Mayor conducts public hearing pursuant to OCCGF 1.2.050 and Title 17, Chap. 16, Art. 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 / not adopt) Ordinance 3234.”
 2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends that the Commission adopt Ordinance 3234.

Background: The legal authority of local governments to regulate the possession of firearms was significantly restricted by the passage of Legislative Referendum 130 in the November 2020 general election. The passage of House Bill 102 by the 2021 Legislature also extended the right to carry concealed weapons in Montana to individuals without a concealed carry permit, and substantially limited the areas where concealed carry by a valid permit holder can be restricted.

As discussed with the Commission at its August 17, 2021 Work Session, this proposed Ordinance is intended to simply update the City’s current firearms ordinance (OCCGF 9.8.020) to comply with the combined effects of LR 130 and HB 102. In short, the current ordinance language is based on the law as it existed prior to 2021, when the relevant statute (§ 45-8-351, MCA) authorized local governments to prohibit the carrying of **both** unconcealed weapons and concealed weapons (whether carried by a valid

permit holder or not) “. . . to a public assembly, publicly owned building, park under its jurisdiction or school. . .” That statute has been modified and now only authorizes:

- restrictions on the carrying of **unpermitted concealed** weapons and unconcealed weapons; and
- the application of those restrictions only in a publicly owned **and occupied** building, i.e., a local government may no longer impose carry restrictions at public assemblies, parks or schools.

The proposed amendment to Subsection (A) of OCCGF 9.8.20 simply conforms the language of the City’s existing weapons ordinance to those new statutory changes.

After HB 102, the only areas in which the City may still prohibit the carrying of concealed weapons **by a valid permit holder** are:

- in a secure area of a law enforcement facility owned and operated by the City; and
- within a courtroom or an area of a courthouse in use by court personnel.

The new language in Subsection (B) of the proposed Ordinance is intended to implement the HB 102 language that authorizes the City to prohibit even **permitted concealed carry** in secure areas of the law enforcement facilities it owns and operates. The restrictions in a courtroom and courthouse areas must be imposed pursuant to an order of a judge, and Judge Bolstad has already issued a *Standing Order* to that effect for the Civic Center.

The new language in Subsection (C) of the proposed Ordinance is intended to authorize the City Manager to direct and implement screening measures and authorize the denial of entry to City facilities by those not legally authorized to carry a weapon in City facilities. The new language in Subsection (D) of the proposed Ordinance reflects the former statutory exceptions to concealed carry restrictions in certain locations by law enforcement officials.

The Commission took action at its December 7, 2021 meeting to accept the proposed Ordinance on first reading and to set a public hearing to be held in conjunction with the second reading consideration of the proposed Ordinance on December 21, 2021. During the first reading discussion, questions were raised regarding both (1) the meaning of the term “concealed” and (2) the type of “permit” referenced in the proposed Ordinance.

For purposes of the proposed Ordinance, the term “concealed weapon” has been defined by the Montana Legislature as “a firearm that is wholly or partially covered by the clothing or wearing apparel of the person carrying or bearing the weapon.” *See* § 45-8-315, MCA. The term “unpermitted concealed weapon” in Subsection (A) of the proposed Ordinance is also terminology from the Montana Legislature. *See* § 45-8-351(2), MCA. For purposes of both the proposed Ordinance and Montana law in general, a “permit” means either (1) a permit to carry a concealed weapon issued by a Montana county sheriff under § 45-8-321, MCA or (2) a concealed weapon permit from another state that is deemed valid in Montana under § 45-8-329, MCA. The Montana Attorney General is required by law to maintain a list of states from which permits are recognized here in Montana and that listing can be viewed at <https://dojmt.gov/enforcement/concealed-weapons/>.

Fiscal Impact: None.

Alternatives: The Commission could choose to not amend OCCGF 9.8.020 and allow the current ordinance, portions of which are no longer compliant with Montana law, to remain in the OCCGF. The Commission could also choose to table the item to a date certain to allow for possible amendments.

Concurrences:

City Manager's Office

Great Falls Police Department

Attachments/Exhibits:

Ordinance 3234

Exhibit "A"

ORDINANCE 3234

AN ORDINANCE AMENDING TITLE 9, CHAPTER 8, ARTICLE 10 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO WEAPONS

* * * * *

WHEREAS, the City of Great Falls is authorized by its Charter and Montana law to establish laws to protect the health, safety and welfare of the citizens of Great Falls; and

WHEREAS, the City Commission has in the exercise of those powers previously established Title 9, Chapter 8, Article 10 of the OCCGF pertaining to the possession of weapons; and

WHEREAS, both (1) the passage of Legislative Referendum 130 in November of 2020 and (2) the enactment of legislation by the 2021 Legislature have restricted the authority of local governments to regulate the possession of firearms; and

WHEREAS, the current structure of OCCGF Title 9, Chapter 8, Article 10 is not consistent with those new statutory changes; and

WHEREAS, the City Commission wishes to amend Title 9, Chapter 8, Article 10 of the OCCGF to be consistent with those new statutory changes.

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

Section 1. The provisions of OCCGF Title 9, Chapter 8, Article 10 are hereby amended as depicted by Exhibit "A" attached hereto and by reference incorporated herein with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

Section 2. This ordinance shall be in full force and effect thirty (30) days after public hearing and final adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading December 7, 2021.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading and public hearing December 21, 2021.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Jeffrey M. Hindoien, City Attorney

State of Montana)
County of Cascade : ss
City of Great Falls)

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3234 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Ordinance 3234 Exhibit "A"

Title 9 – PUBLIC PEACE, MORALS AND WELFARE

Chapter 8 WEAPONS**Sections:**

...

9.8.020 Prohibiting and suppressing the possession of weapons.

A. The carrying of unpermitted concealed weapons or the carrying of unconcealed weapons to a publicly owned and occupied building under the City's jurisdiction (MCA 45-2-101(76)), and as such statute may hereafter be amended) to, on, or at a public assembly, publicly owned building, park under City jurisdiction, or school is hereby prohibited.

B. Exceptions are as otherwise provided by MCA 45-8-351(2)(b) which allows for display of firearms at shows or other public occasions by collectors and others, and MCA 45-8-317 which states what persons are allowed to carry weapons, and as such statutes may hereafter be amended. The law enforcement facilities owned and operated by the City are secure areas and the carrying of any weapon (permitted concealed, unpermitted concealed or unconcealed) in those facilities is hereby prohibited.

C. Screening for weapons at City buildings is permissible and the City Manager may determine the circumstances where screening is required and may establish standards for such screening. The City may, in its discretion of its employees or officials acting in their official capacity, deny entrance to a City building by a person who is in violation of Subsections (A) or (B) above. The City may require a person to present proof of a valid permit to carry a concealed weapon in a City building, and a refusal to provide proof of a valid permit to carry a concealed weapon is a basis for denying entrance to the City building with the concealed weapon.

D. The provisions of subsections (A) and (B) do not apply to:

1. Any peace officer of the State of Montana;
2. Any officer of the United States government authorized to carry a concealed weapon;
3. Any member of the armed services or reserve forces of the United States or National Guard, while in the performance of their official duties;
4. A probation or parole officer authorized to carry a firearm under § 46-23-1002;
5. An agent of the Montana Department of Justice;
6. A person authorized by the Chief of Police to carry or possess an unconcealed firearm on City property;

Ordinance 3234 Exhibit "A"

Title 9 – PUBLIC PEACE, MORALS AND WELFARE

7. Persons authorized by the City Manager for trainings, education courses, or other events such as gun shows that are approved to occur in City facilities.

(Ord 3234, 2021; Ord. 3158, 2017; Ord. 2732, 1997).



Commission Meeting Date: December 21, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Water Treatment Plant Filtration Improvements, Phase II, OF 1637.6

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, Public Works Director

Action Requested: Consider Bids and Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) the construction contract base bid in the amount of \$4,643,587.00 and Alternate Bid Item #2 in the amount of \$237,000.00 for a total amount of \$4,880,587.00 to Prospect Construction for the Water Treatment Plant Filtration Improvements, Phase II project, and authorize the City Manager to execute the construction contract documents.”

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

Staff Recommendation: Staff recommends awarding the contract to Prospect Construction in the amount of \$4,880,587.00.

Summary: The Water Treatment Plant (WTP) Filtration Improvements project was initiated in response to a 2011 Technical Filtration Process Evaluation. The original evaluation was completed when water treatment plant staff noticed a decline in filter performance. This project will fulfill the recommendations of that evaluation including filter media replacement, underdrain system replacement, installation of an air-scour filter backwash system, making improvements to filter backwash to waste piping, and minor structural repairs. These upgrades will be integrated with existing plant processes to improve overall plant performance and control.

This recommendation of award is for construction of the Phase II portion of the project. Construction is scheduled to occur between October 2022 and May of 2023, during low water demand. The Phase II project will make improvements to six of the existing filters on the west side of the plant filter building. During construction, the functioning filters on the east side of the plant filter building will handle city water demand.

Phase I of the overall project was completed in 2021 and consisted of improving six filters on the east side of the plant filter building. Once Phase II is completed, the Phase III project will begin. Phase III will be

treated as a separate project, and consists of rehabilitating existing filters 1 – 4 on the southwest side of the plant filter building, which were originally constructed in 1916.

Background:

Purpose

The primary objective of this project is to bring plant filter capabilities up to full performance and improve filter cleaning processes. Through the integration of plant process reviews, upstream and downstream of the filters, the plants overall performance will be improved. Filter cleaning and waste streams will also be upgraded for more efficient and effective filter maintenance.

Significant Impacts

During the course of the project, the six filter basins which were rehabilitated in Phase 1 will run to maintain normal plant operations. The construction is slated to occur between October and May during seasonal low water demand.

Workload Impacts

The City's consultants, Advanced Engineering & Environmental Services (AE2S) and TD&H Engineering, completed design phase engineering, plans and specifications. The consultants will also provide construction phase engineering and inspection. Project administration will be carried out by representatives from the City Engineering staff.

Project Work Scope

This project includes rehabilitation and improvements to the 1932, 1952 and 1959 section filter beds on the west side of the Water Treatment Plant filter building. Project work consists of the following: removal/replacement of filter media, removal/replacement of filter underdrains, abatement/structural repair/coatings within filter basins, removal/replacement of designated filter valves and actuators, installation of blowers and associated air piping, installation of backwash flow meter and actuated valve, addition of filter-to-waste piping and valves, associated electrical conduit and wiring, and control system upgrades. Additionally, bid alternate pricing was solicited for the following; Alternate 1 - filter underdrains alternate, Alternate 2 - redundant blower, and Alternate 2A – redundant blower alternate.

The project's construction start date is October 1st, 2022 and will work into early 2023 with substantial completion prior to April 1, 2023 and final completion by May 1, 2023.

Evaluation and Selection Process

This project was advertised on October 31, 2021 and November 7, 2021. There were three (3) plan holders for this project and two (2) bids were received and opened on December 8, 2021. Pricing on two (2) alternate options was solicited in addition to the base bid. Prospect Construction submitted the low base bid of \$4,643,587.00, and a bid on Alternate Item 2 of \$237,000.00. Thus, the total project bid is \$4,880,587.00. The attached bid tabulation summarizes the bids that were received.

Conclusion

City staff recommends awarding the contract for the base bid plus Alternate 2 to Prospect Construction in the amount of \$4,880,587.00.

Fiscal Impact: The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvements Program. Funds needed in early calendar year 2022 for procurement of construction materials are available. With that, this project has also been identified as and ARPA eligible

project. Staff have prioritized this project as a potentially competitive candidate for round two, Bucket C, competitive ARPA grant funding application; and, pending Commission approval of the Grants List on January 4, 2022, will submit an application to DNRC for consideration.

Alternatives: The City Commission could vote to deny award of the construction contract and re-bid or postpone the project.

Attachments/Exhibits:

Bid Tabulation Summary

Vicinity Map

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

BID TABULATION SUMMARY
Great Falls WTP Filtration Improvements
Construction Phase 2
O.F. 1637.6

Project Number O.F. 1637.6
Bids Taken at Civic Center
Date: December 8, 2021
Tabulated By: R. Hanson (AE2S)

	Name of Bidder	Acknowledge Addendum #1	Acknowledge Addendum #2	Acknowledge Addendum #3	10% Bid Security	Affidavit of Non-Collusion	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req	Base Bid	Alternate 1 (Not Selected)	Alternate 2 (Selected)	Alternate 2A (Not Selected)	Total Bid (Base + Selected Alt)
1	Sletten Construction	X	X	X	X	X	X	X	\$ 6,045,500.00	\$ (526,000.00)	\$ 233,000.00	\$ 36,000.00	\$ 6,278,500.00
2	Prospect Construction	X	X	X	X	X	X	X	\$ 4,643,587.00	\$ (230,000.00)	\$ 237,000.00	\$ 20,000.00	\$ 4,880,587.00
3													
4													
5													
6													
	Engineer's Estimate								\$ 4,500,000.00	\$ (250,000.00)	\$ 250,000.00	\$ (25,000.00)	\$4,750,000.00

Sletten Construction Company
PO Box 2467
Great Falls, MT 59403

Prospect Construction, Inc.
4404 Expressway, Suite 202
Missoula, MT 59808

Respectfully submitted by:

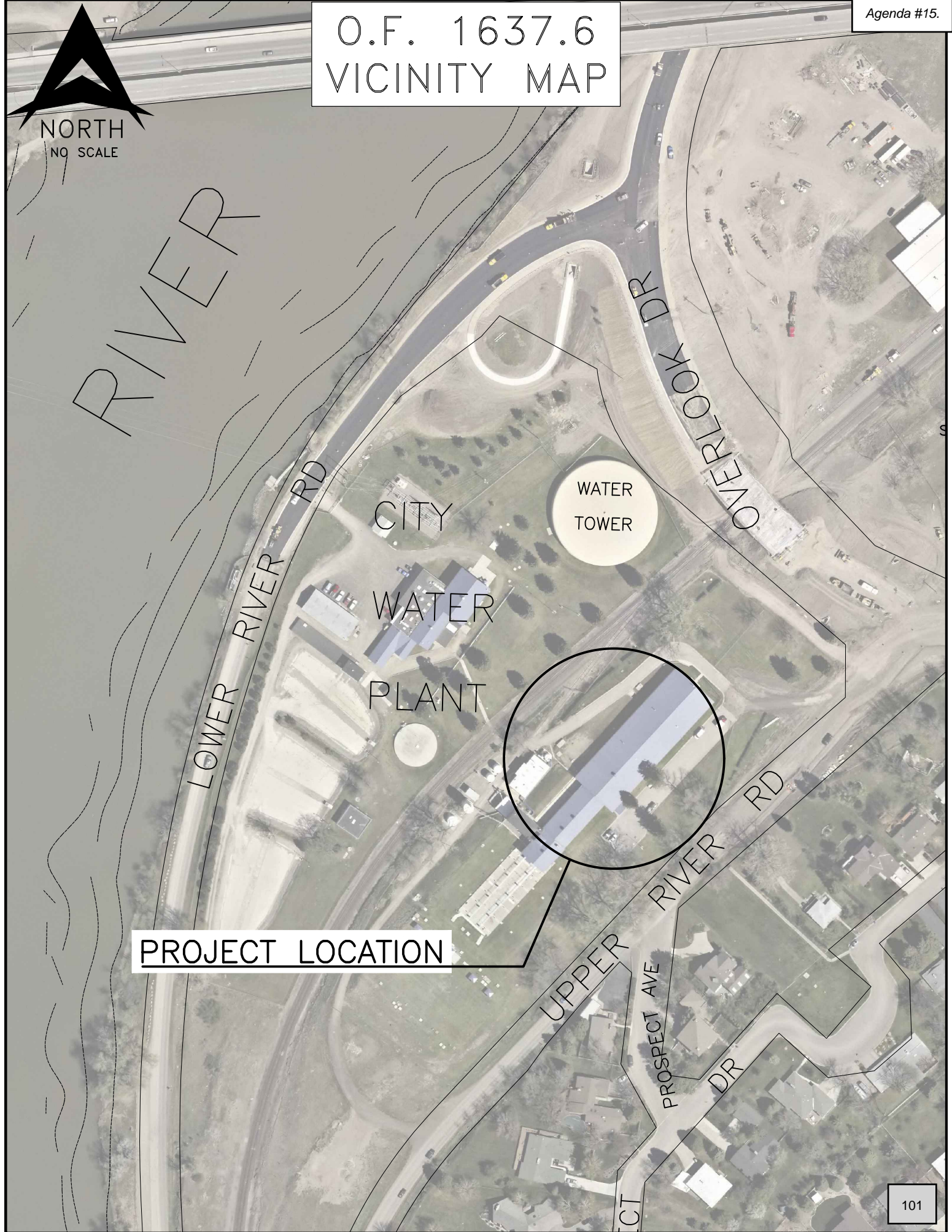
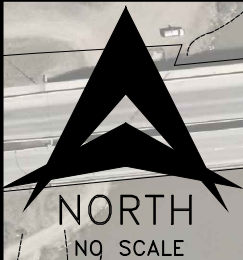


Nate Weisenburger, PE
AE2S Drinking Water Practice Leader

12/9/2021

Date

O.F. 1637.6
VICINITY MAP



PROJECT LOCATION



Commission Meeting Date: December 21, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Great Falls Police Department, FY 2021 Department of Justice COPS Hiring Grant, Award# 15JCOPS-21-GG-03522-UHPX

From: Great Falls Police Department

Initiated By: Captain Doug Otto – Great Falls Police Department

Presented By: Chief Jeff Newton

Action Requested: Approve acceptance of FY21 Department of Justice COPS Hiring Grant funds and recommend use for hiring of 3 entry level police officers for the Great Falls Police Department

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) acceptance and use of the FY21 Department of Justice COPS Hiring Grant funds for hiring of 3 additional police officers for the Great Falls Police Department.”

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 FY21 Department of Justice COPS Hiring Grant and authorize the acceptance of the award.

Background: The total amount awarded by the FY21 Department of Justice COPS Hiring Grant is \$375,000.00. This amount of Federal dollars will cover 38% of the total cost toward the hiring of 3 entry level officers to work in a Community Policing role.

The Great Falls Police Department relies heavily on partnerships and relationships with various stakeholders within our community. These relationships are the core of the Community Policing philosophy. The COPS grant’s focus and requirement is for officers hired through this grant to work in a Community Policing function.

The Directed Engagement Team or DET, has been a relatively new tool utilized in the department’s Community policing strategy. The team is assigned to the Patrol Services Bureau and are where the three (3) officers funded by this grant would be deployed. DET officers perform specific Community Policing functions that other officers may be unable to conduct. These include partnering and engaging with the Great Falls Mental Health Treatment Court, The North Central Montana Crisis Intervention Collaborative, The Great Falls Downtown Safety Alliance, The Great Falls Chamber of Commerce and Indian Family

Health Services in order to find more effective ways to serve these stakeholders and partners. The DET is also attached to the Violent Crime Prevention Task Force to support the mission of removing the most violent offenders and illegal firearms from our community. Finally, a DET officer will be directly assigned to work with the Great Falls Mental Health Treatment Court and the North Central Montana Crisis Intervention Collaborative to serve the needs of those persons with both addiction and mental health needs.

Fiscal Impact: This grant has fiscal match requirements. The Federal funds allotted for this grant are \$375,000.00 or 38% of the total funds needed for the hire of 3 entry level police officers. The match requirements for the City of Great Falls would be \$607,645.00 or 62% of the total funds.

The grant has a four year timeframe to allocate all funding requirements. The grant further specifies the matching funds are spread over the first three years of the grant, with the fourth year being the responsibility of the City. The four year breakdown includes:

	Grant Year 1 (2022)	Grant Year 2 (2023)	Grant Year 3 (2024)	Grant Year 4 (2025)
COPS Grant	\$126,590	\$125,000	\$123,410	\$0
City Portion	\$182,167	\$204,228	\$221,250	\$400,824
Total	\$308,757	\$329,228	\$344,660	\$400,824

There are associated training and equipment costs for the hiring of new officers. Training and equipment is \$13,244.00 per officer for a total of \$39,732.00 for the three proposed police officers.

These numbers are estimated and may change as future Collective Bargaining Agreements are ratified.

Alternatives: Reject - The rejection of this grant will not allow the staffing of 3 additional police officers at 62% of current costs.

Concurrences: The Great Falls City Commission ratified the grant submittal at its July 6, 2021 meeting, item 13B.

Other multiple entities and agencies within Great Falls also support the direction of this grant. Some of these entities include the Great Falls Mental Health Treatment Court, The North Central Montana Crisis Intervention Collaborative, The Great Falls Downtown Safety Alliance and The Great Falls Chamber of Commerce and Indian Family Health Services.

Attachments/Exhibits:

COPS Grant Award Notification

COPS Grant Narrative

COPS Grant Application

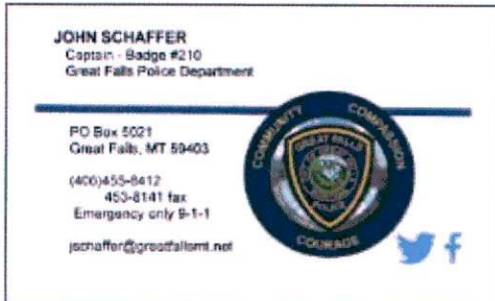
FAW 167063

Dede Bergan

From: John Schaffer
Sent: Monday, November 29, 2021 4:52 PM
To: Dede Bergan; Doug Otto
Subject: FW: DOJ Justice Grants System - Award Number 15JCOPS-21-GG-03522-UHPX Notification
Attachments: (No Name).vcf

375,000.00

548,259⁰⁰ match



From: Default <do-not-reply@ojp.usdoj.gov>
Sent: Thursday, November 18, 2021 10:03 AM
To: Melissa Kinzler <mkinzler@greatfallsmt.net>; Jeff Newton <jnewton@greatfallsmt.net>; John Schaffer <jschaffer@greatfallsmt.net>
Subject: DOJ Justice Grants System - Award Number 15JCOPS-21-GG-03522-UHPX Notification



JUSTgrants.
 JUSTICE GRANTS SYSTEM

Congratulations! Application GRANT13380653 submitted under the 2021 FY 21 COPS Office Hiring Program Solicitation has been selected for an award. Please log into Justice Grants System (JustGrants) at <https://justgrants.usdoj.gov> to see award details.

For assistance logging into JustGrants, contact JustGrants.Support@usdoj.gov or 833-872-5175.

Prior to the Authorized Representative accepting the award, the Entity Administrator

needs to assign a Financial Manager (responsible for submitting the Federal Financial Form), a Grant Award Administrator (responsible for submitting Grant Award Modifications, Performance Reports and Closeouts) and an Alternate Grant Award Administrator (responsible for submitting Grant Award Modifications) to the award.

To be eligible for payment, follow the Automated Standard Application for Payments (ASAP) recipient enrollment and login guidance at the JustGrants Website www.justicegrants.usdoj.gov. Please do not reply to this message. You can contact your grant manager VERLENA BRAXTON at 800-421-6770 and VERLENA.BRAXTON@USDOJ.GOV

For more information go to www.justicegrants.usdoj.gov
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- > Award Letter
- > Award Information
- > Project Information
- ✓ Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 10/27/21 7:49 PM

Comments

The final approved budget has been adjusted (decreased) due to strategic priorities and available funding levels.

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions	\$1,231,012.44	-\$307,753.11	\$923,259.33	
Civilian or Non-Sworn Personnel	\$0.00	\$0.00	\$0.00	
Travel	\$0.00	\$0.00	\$0.00	
Equipment	\$0.00	\$0.00	\$0.00	
Supplies	\$0.00	\$0.00	\$0.00	
SubAwards	\$0.00	\$0.00	\$0.00	
Procurement Contracts	\$0.00	\$0.00	\$0.00	

Other Costs	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Project Costs	\$1,231,012.44	-\$307,753.44	\$923,259.00
Federal Funds:		\$375,000.00	40.62%
Match Amount:		\$548,259.00	59.38%
Program Income:		\$0.00	0.00%

Budget Detail Summary View

Budget Category

- ▶ Sworn Officer
- ▶ Civilian Personnel
- ▶ Travel
- ▶ Equipment
- ▶ Supplies
- ▶ SubAwards
- ▶ Procurement Contracts
- ▶ Other Costs
- ▶ Indirect Costs

I have read and understand the information presented in this section of the Federal Award Instrument.

- > Other Award Documents
- > Award Conditions
- > Award Acceptance

COPS Grant Narrative

Community Policing Strategy

The department relies heavily on partnerships and relationships with various stakeholders within our community. They include Great Falls Police Department members involved on various boards and committees as both appointed participants and in various advisory capacities. These include The Alliance for Youth, The Cascade County Mental Health Local Advisory Council, The Cascade County Crisis Steering Committee, the Great Falls Mental Health Treatment Court, The Cascade County Veteran's Treatment Court, The North Central Montana Crisis Intervention Collaborative, The Great Falls Downtown Safety Alliance, The Great Falls Chamber of Commerce, Malmstrom Air Force Base, Montana Air National Guard, The Downtown Business Association and the Montana Board of Crime Control.

The Directed Engagement Team or DET has been a relatively new tool utilized in the department's community policing strategy. The team is assigned to the patrol services bureau and are where the four (4) officers funded by this grant would be deployed. DET officers perform specific community policing functions that other officers may be unable to conduct. These include partnering and engaging with the Great Falls Mental Health Treatment Court, The North Central Montana Crisis Intervention Collaborative, The Great Falls Downtown Safety Alliance, The Great Falls Chamber of Commerce and Indian Family Health Services in order to find more effective ways to serve these stakeholders and partners. The DET is also attached to the Violent Crime Prevention Task Force to support the mission of removing the most violent offenders and illegal firearms from our community. Finally, a DET officer will be directly assigned to work with the Great Falls Mental Health Treatment Court and the North Central Montana Crisis Intervention Collaborative to serve the needs of those persons with both addiction and mental health needs.

This community policing strategy also includes involvement of the department in the public schools utilizing officers as mentors, educators and crime prevention specialists in our high schools and middle schools to assist in navigating the day to day stressors of youth. Data has shown that over 90% of the youth in the public schools that have contact with these officers are diverted from entering the criminal justice system.

The department also deploys a program of citizen volunteers that serve as a force multiplier. These Volunteer in Police Service directly interact with our community by patrolling during special events, conducting surveys of our citizens and assisting in presenting the Great Falls Citizens academy. These Great Falls Police Department ambassadors provide another avenue of interacting with the department other than by contacting sworn police officers. The department utilizes daily media briefings and several social media platforms in order to message and keep our community informed.

Other strategies include having an officer assigned to the Great Falls Housing Authority working directly with their board in developing programs for their youth, mentoring programs for all and providing crime prevention techniques in housing areas with underserved populations in our community has proved invaluable. Meeting with the Neighborhood Councils to provide a direct link to addressing and correcting problems in various neighborhoods by using community partnerships to combat criminal activity and behaviors and finally the Great Falls Police Citizens Academy has become the flagship for engagement for the citizens of Great Falls. Currently, 870 citizens have graduated. This course has created a core nucleus of citizens that are well informed advocates of the police department and public safety that help engage and advance the community policing effort.

Standard Applicant Information

Project Information

Project Title	Proposed Project Start Date	Proposed Project End Date
Great Falls Police Department Directed Engagement Team	10/1/21	9/30/25
Federal Estimated Funding (Federal Share)	Applicant Estimated Funding (Non-Federal Share)	Program Income Estimated Funding
500000.00	731012	0.00
Total Estimated Funding		
1231012		



Areas Affected by Project (Cities, Counties, States, etc.)

59401

59403

59405

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

—

Type of Applicant 3: Select Applicant Type:

—

Other (specify):

—

Application Submitter Contact Information

Application POC Prefix Name

—

Application POC First Name

John

Application POC Middle Name

—

Application POC Last Name

Schaffer

Application POC Suffix Name

—

Organizational Affiliation

Great Falls Police Department

Title

Captain, Patrol Services

Email ID

jschaffer@greatfallsmt.net

Phone Number

4064558412

Fax Number

406-771-1664

ORINumber

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

c. Program is not covered by E.O. 12372.

Is the Applicant Delinquent on Federal Debt?

No

**SF424 Attachments (4)**

	Name manifest.txt	Date Added 6/4/21
	Name Form SFLLL_2_0-V2.0.pdf	Date Added 6/4/21
	Name Form SF424_3_0-V3.0.pdf	Date Added 6/4/21
	Name GrantApplication.xml	Date Added 6/4/21

Authorized Representative**Law Enforcement Executive Information****Title**

Captain

Prefix Name

Mr.

First Name Middle Name Last Name

Jeff Scott Newton

Suffix Name

—

Government Executive Information**Title**

Finance Director

Prefix Name

—

First Name Middle Name Last Name

MELISSA — KINZLER

Suffix Name

—

Verify Legal Name, Doing Business As, and Legal Address**Certification**

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

John Schaffer

Certification Date / Time

06/21/2021 06:53 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

- Contact your Entity Administrator.
- Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, please withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct DUNS/SAM profile.



Withdraw/Delete this application. Please initiate a new

Proposal Abstract

Data Requested with Application

✓ CHP Solicitation FY2021

AGENCY ELIGIBILITY INFORMATION

Type of Agency (select one)

Law Enforcement

From the list below, please select the type of agency which best describes the applicant. Law Enforcement Entities:

Municipal Police

(Please specify)

Please indicate if your jurisdiction is primarily considered rural, urban or suburban.

Urban

Instructions: We will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) award. Please note that CHP applicants must have a police department that is operational by the close of this solicitation, or receive services through a new or existing contract for law enforcement services. Applicants must also maintain primary law enforcement authority for the population to be served. In addition, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's department to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application (although we will ask you to supply some information about the contract service provider later). A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Is your agency established and currently operational?

Yes

Which of the following best describes your agency (check one)?

Will your law enforcement agency be operational as of the closing date of this solicitation?

Has your jurisdiction passed legislation which authorizes the creation of a new law enforcement agency?

If awarded, does your agency plan to use funds awarded under this award to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's department)?

No

Instructions: An agency may apply for funds under this program to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's department to receive services). However, the agency wishing to receive law enforcement services must be the legal applicant in this application (although we will ask you to supply some information about the contract service provider later). Important Note: Two entities involved in a contracting relationship may not separately apply for funding to support the same officer position(s). For more information about contracting arrangements, please view the COPS Hiring Program Application Guide.

Is the legal applicant listed in this COPS Hiring Program (CHP) application and on the SF-424 the entity that will be receiving law enforcement services?

What is the legal name of the law enforcement agency that will be providing law enforcement services to your jurisdiction?

Instructions: An agency with primary law enforcement authority is defined as a jurisdiction. Agencies are not considered to have primary law enforcement authority to or investigate crimes within a correctional institution, serve warrants, provide investigation or investigational support or only some combination of these.



calls for service for all types of criminal incidents within its jurisdiction, respond to or investigate specific type(s) of crime(s), respond to requests for assistance, transport prisoners, have cases referred to them for

Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

Yes

GENERAL AGENCY INFORMATION

Please select your U.S. Attorney's District Office from the below drop-down options.

Montana

Enter the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers. Number of officers funded in agency's current fiscal year budget:

Full-Time

89

Part-Time

0

Enter the number of civilian positions funded in agency's current fiscal year budget. Number of civilian positions funded in agency's current fiscal year budget:

Full-Time

44

Part-Time

0

EXECUTIVE/CONTACT INFORMATION

Instructions for Law Enforcement Agencies: The Law Enforcement Executive is the highest ranking official in the jurisdiction (Chief of Police, Sheriff, or equivalent) and must be assigned the role: "Authorized Representative 1" in JustGrants.

Title:

Chief of Police

First Name:

Jeff

Last Name:

Newton

Phone:

4064558410

Email Address:

jnewton@greatfallsmt.net

Instructions for Government Agencies: This is the highest ranking government official within your jurisdiction (e.g., Superintendent, Mayor, City Administrator, or equivalent) and must be assigned the role: "Authorized Representative 2" in JustGrants.

Title:

City Manager

First Name:

Gregory

Last Name:

Doyon

Phone:

4064558450

Email Address:

gdoyon@greatfallsmt.net

Instructions for Application Contact: Enter the application contact's name and contact information.

Title:

Captain

First Name:

John

Last Name:

Schaffer

Phone:

4064558412

Email Address:

jschaffer@greatfallsmt.net



COPS HIRING PROGRAM OFFICER REQUEST

Instructions: Number of actual sworn officers employed by your agency as of the date of this application. The actual number of sworn officer positions is the actual number of sworn positions employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

Full-Time:

89

Part-Time:

0

Instructions: Number of budgeted sworn officers employed by your agency as of the date of this application.

Full-Time:

89

Part-Time:

0

Instructions: Number of contract sworn officers employed by your agency as of the date of this application.

Full-Time:

0

Part-Time:

0

Instructions: Number of budgeted civilian positions employed by your agency



s application.

Full-Time:

44

Part-Time:

0

What is the actual population your department serves as the primary law enforcement entity?

57800

This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

Instructions: Apply for the number of officer positions necessary to support their proposed community policing strategy. Please keep in mind that there is a minimum 25 percent local cash match and a 12-month retention requirement for each officer position funded. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations. If your agency requests officers to be deployed as school resource officers (SRO), please do not request more officer positions than your agency can expect to deploy in this capacity. A "school resource officer" is a career law enforcement officer, with sworn authority, who is engaged in community policing activities and is assigned by the employing agency to work in collaboration with schools. There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency's jurisdiction as a result of the award. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the award. Recipients using CHP funding to hire or deploy school resource officers into schools must submit to the COPS Office a signed memorandum of understanding (MOU) between the law enforcement agency and the school partner(s) before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be uploaded as an attachment in the section of the application titled "MOUs and other Supporting Documents". The MOU must contain the following: the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency focusing officers' roles on safety, information sharing, supervision responsibility, and chain of command for the SRO and signatures. If awarded, a recipient must submit an MOU to the COPS Office within 90 days from the date shown on the award congratulatory letter. Implementation of the COPS Hiring Program award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation. CHP award funds cover 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer for three years (36 months) up to \$125,000 per officer position. CHP award funding will be based on your agency's current entry level salaries and fringe benefits for full-time sworn officers. Request the number of officer positions necessary to support your proposed community policing strategy. Please keep in mind, there is a minimum 25 percent local cash match and a 12 month retention period for each officer position funded. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

Is your agency requesting that all or some of these officer positions will be deployed as school resource officers (SROs)?

No

If Yes, how many of your requested positions in this application will be deployed as school resource officers (SROs)?

How many entry-level, full-time officer positions is your agency requesting in this application?

4

Instructions: IMPORTANT: Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Be mindful of your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP awards will be made for officer positions requested in each of the three hiring categories, and recipients are required to use awarded funds for the specific categories awarded. It is imperative that your agency understand that the COPS Office statutory nonsupplanting requirement mandates that award funds may only be used to supplement (increase) a recipient's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a recipient otherwise would have spent on officer positions if it had not received an award. This means that if your agency plans to: (a) Hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): It must hire these new additional positions on or after the official award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual. (b) Rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget reductions: It must rehire the officers on or after the official award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual. (c) Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget reductions: It must continue to fund the officers with its own funds from the award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date(s) and reason(s) for the lay-off; and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CH completing the administrative steps associated with a lay-off for each individual occurring for local economic reasons that are unrelated to the availability of meeting minutes, memoranda, notices, or orders discussing the lay-offs; no budget documents ordering departmental or jurisdiction-wide budget reductions during the award period and for three years following the date of the submission of the final expenditure report in the event of an audit, monitoring, or other evaluation of your award compliance. If your agency's request is funded, your agency will have the opportunity after the award announcement to request an award modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).



Category A: New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).

Category A Request:

4

Category B: Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.

Category B Request:

0

Category C: Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.

Category C Request:

0

Instructions: We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

Number of Officers:

Date these officers are scheduled to be laid off:

Number of Officers:

Date these officers are scheduled to be laid off:

Number of Officers:

Date these officers are scheduled to be laid off:

Number of Officers:

Date these officers are scheduled to be laid off:

Since your agency plans to use CHP funds to rehire officers who are currently scheduled to be laid off on a future date (under Category C above), please certify (by checking the appropriate boxes) to the following Certification:

My agency has and will maintain documentation showing the date(s) of the scheduled lay-off(s) and demonstrating that the scheduled lay-off(s) is/are occurring for fiscal reasons that are unrelated to the availability or receipt of CHP award funds.

My agency will use its own funds to continue funding these officers until the scheduled date(s) of the lay-off(s) and will use CHP funds to rehire these officers only on or after the scheduled date of the lay-off(s).

My agency recognizes that the CHP program provides funding based on / and benefits package and that any additional costs for rehired officers beyond entry-level are our responsibility to pay with other



Instructions: Although hiring military veterans as new hires is not an award requirement, applicants who commit to hiring or rehiring at least one military veteran will receive additional consideration for CHP funding. If your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran. Under this solicitation, a military veteran is defined as a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

Does your agency commit to hire and/or rehire at least one military veteran (as defined in the Application Guide) for the officer position(s) you have requested?

Yes

My agency will commit to hire post-September 11, 2001 veterans.

true

If selected, how many position(s)?

1

Instructions: The following questions will help Congress and the U.S. Department of Justice identify potential gaps in training. On average how many hours of IN-SERVICE (non-recruit) training (e.g. FTO, continuing professional education, roll call, standard) are required annually for each of your agency's officers/deputies in the following categories (if none, please indicate 0 hours)?

Use of force (hours):

8

De-escalation of conflict (hours):

2

Evidence-based cultural sensitivity training (hours):

2

Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

2

Gender bias in response to domestic violence and sexual assault (hours):

1

Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

0

Community engagement (e.g., community policing and problem solving) (hours):

2

Does your agency administer a police training academy?

Yes

Instructions: How many total hours of basic/recruit ACADEMY training are required for each of your agency's officer/deputy recruits in the following categories (if none, please indicate 0 hours)?

Use of force (hours):

139

De-escalation of conflict (hours):

12

Evidence-based cultural sensitivity training (hours):

2

Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

6



Gender bias in response to domestic violence and sexual assault (hours):

2

Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

2

Community engagement (e.g., community policing and problem solving) (hours):

14

ADDITIONAL BUDGET INFORMATION

Referencing the web-based budget in this solicitation, if there was increase in sworn office base salary in years 2 and 3 (check all that apply).

COLA

COLA

Step Raises

Step Raises

Change in benefit costs

Change in benefit costs

Not applicable

LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY

Instructions for Community Policing Strategy: COPS Office funding must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this award program or an equal number of veteran officers who have been redeployed to implement this plan after hiring the entry-level COPS Office-funded officers. If awarded funds, your narrative responses in the text boxes below will constitute your agency's community policing strategy under this award. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving and community policing implementation tools. Please note that the COPS Office recognizes that your COPS Office-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS Office funded officers) will engage in a variety of community policing activities and strategies, including participating in some or all aspects of your identified community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization; this is considered beneficial to your community policing efforts. At any time during your award period, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the award that are detailed in this application and (2) how the award funds and award-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in this application. Community policing needs may change during the life of your award. Minor changes to this strategy may be made without prior approval of the COPS Office; however, the recipient will be required to report on progress or changes to the community policing strategy.

strategy (if any) through required progress reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems originally identified and approved in the community

policing strategy submitted with the application. In some cases, in reviewing progress reports, the COPS Office may identify significant changes in community policing strategies that require explanation and request for approval. Applicants that choose problem areas that receive additional priority consideration will not be able to change from these problem/focus areas if awarded CHP funding. The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (<https://cops.usdoj.gov>) for further information regarding this definition. Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues, such as violent crime, non-violent crime, and fear of crime. The COPS Office has developed the following list of primary sub-elements of community policing. Please refer to the COPS Office web site Community Policing Defined publication (COPS Office: Grants and Resources for Community Policing - <https://cops.usdoj.gov/RIC/ric.php?page=detail&id=COPS-P157>) for further information regarding these sub-elements. Community Partnerships: Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police. Other Government Agencies Community Members/Groups Non-Profits/Service Providers Private Businesses Media Organizational Transformation: The alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem solving efforts. Agency Management Climate and culture Leadership Labor relations Decision-making Strategic planning Policies Organizational evaluations Transparency Organizational Structure Geographic assignment of officers Despecialization Resources and finances Personnel Recruitment, hiring and selection Personnel supervision/evaluations Training Information Systems (Technology) Communication/access to data Quality and accuracy of data Problem Solving: The process of engaging in the proactive responses that are rigorously evaluated. Scanning: Identifying and prioritizing Analyzing problems Response: Responding to problems



Instructions for Current Organizational Commitment to Community Policing. For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem solving activities. (check all that apply)

The agency mission statement, vision, or goals includes references to:

Community Partnerships

Community Partnerships

Problem Solving

The agency strategic plan includes specific goals or objectives relating to:

Community Partnerships

Community Partnerships

Problem Solving

Problem Solving

The agency recruitment, selection and hiring processes include elements relating to:

Community Partnerships

Community Partnerships

Problem Solving

Problem Solving

Annual line officers evaluations assess performance in:

Community Partnerships

Community Partnerships

Problem Solving

Problem Solving

Line officers receive regular (at least once every two years) training in:

Community Partnerships

Community Partnerships

Problem Solving

Problem Solving

Which of the following internal management practices does your agency currently employ? (check all that apply)

Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens.

Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens.

Assignment of officers to geographic hot spots that are defined statistically by creating incident maps to identify geographic clustering of crime and disorder.

Assignment of officers to geographic hot spots that are defined statistically by creating incident maps to identify geographic clustering of crime and disorder.



Early Intervention Systems that help identify officers who may be showing signs of stress, personal problem, and questionable work conduct.

Early Intervention Systems that help identify officers who may be showing signs of stress, personal problem, and questionable work conduct.

None of the above.

Which of the following do you count/measure to annually assess your agency's overall performance? (check all that apply)

Response times

Response times

Problem solving outcomes

Problem solving outcomes

Department employee satisfaction

Department employee satisfaction

Reduction of crime in identified hot spots

Reduction of crime in identified hot spots

Social disorder/nuisance problems (e.g., graffiti, panhandling, loitering)

Satisfaction with police services

Satisfaction with police services

Fear of crime

Victimization (i.e., non-reported crime)

Victimization (i.e., non-reported crime)

Community meetings held/attended

Community meetings held/attended

Use of force incidents

Use of force incidents

Meeting the priorities as identified in your agency strategic plan

Meeting the priorities as identified in your agency strategic plan

My agency does not conduct annual assessments of overall performance

Through which of the following does your agency routinely share information with community members? (check all that apply)

Neighborhood, beat, and/or school meetings

Neighborhood, beat, and/or school meetings

Local media outlets

Local media outlets

Agency newsletter

Neighborhood newsletters

Neighborhood newsletters

Agency website

Agency website

Social networking (Blogs, Twitter feeds, Facebook pages, etc.)

Social networking (Blogs, Twitter feeds, Facebook pages, etc.)

Citizen alert system (telephone, email, text, etc.)

Citizen alert system (telephone, email, text, etc.)

Citizen alert system that is geographically targeted, based on updated hot spots

Citizen alert system that is geographically targeted, based on updated hot spots

Public access television/radio

Public access television/radio

Community organization board membership

Community organization board membership

Public forums with chief/sheriff/command staff

Public forums with chief/sheriff/command staff

Posters, billboards, flyers

None of the above

Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? (check all that apply)

Citizen police academies

Citizen police academies

Volunteer activities

Volunteer activities

Auxiliary police programs

Civilian review boards (i.e. disciplinary review boards)

Civilian review boards (i.e. disciplinary review boards)

Citizen advisory groups (i.e. informal advisory function)



Involvement in hiring decisions (interview panels, selection boards, etc.)

Involvement in contributing to annual line officer performance reviews

Representation on promotional boards

Representation on promotional boards

Participation in accountability and performance reporting and tracking meetings

Participation in complaint resolution process (formal mediation, disciplinary boards, etc.)

Participation in complaint resolution process (formal mediation, disciplinary boards, etc.)

None of the above



Instructions for Proposed Community Policing Strategy: Problem Solving and Partnerships COPS Office awards must be used to initiate or enhance community policing activities with either the newly hired officers funded by this award program or an equivalent number of veteran officers who are redeployed to implement this community policing strategy after hiring the additional entry-level officers with COPS Office award funds. In this section you will be asked to identify the crime and disorder problem or a focus area and the partners to be engaged through your requested COPS Office funding. Identifying the specific problem/focus area and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program and to ensure that ultimately the additional award-funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches. Using the following list, select a problem/focus area that will be addressed by the officers requested in this application. Please choose the option that best fits your problem. You may only select one problem/focus area to address through this award funding. When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem and accordingly describe it in precise, specific terms (e.g. "robbery of retail establishments", rather than just "robbery"). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space. Additional consideration will be given to applicants who propose a community-based approach to one of the four following problem/ focus areas. Applicants who choose one of the community policing problems or priority focus areas listed here must devote 100% of their funded positions to that focus area, and will not be allowed to change their choice once the award has been issued. Building Legitimacy and Trust – Applicant will deploy officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community's response to crime and criminal activity, and focus on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities. Violent Crime/Gun Violence – Applicant will employ community policing strategies to address a range of violent crime problems. Community-Based approaches to combatting gun violence that build trust in underserved communities suffering from high incidents of gun crime will receive additional consideration. Applicants requesting additional consideration for gun violence issues will be asked to describe their holistic, community-based approach and may wish to review COPS Office publications such as Group Violence Intervention: An Implementation Guide, Drug Market Intervention: An Implementation Guide, and Crime Prevention Research Review No. 6: Pulling Levers Focused Deterrence Strategies to Prevent Crime for ideas on strategies. Combating Hate and Domestic Extremism – Applicant will focus on community-based strategies that combat bias-motivated acts of violence that divide our communities, intimidate our most vulnerable citizens, and erode trust in the rule of law. Police-based Response to Persons in Crisis – Applicant will focus on deploying officers in crisis intervention teams, participation in crisis intervention teams, improving response and interaction with persons in crisis – to include efforts focused on the education, prevention, addiction and interventions related to the abuse of opioids and other substances in communities.

Building Legitimacy and Trust

Building Legitimacy and Trust

true

If Selected: Please specify your focus on deploying officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community's response to crime and criminal activity and focusing on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities. (500 characters or less)

The Directed Engagement Team or DET has been a relatively new tool utilized in the department's community policing strategy. The team is assigned to the patrol services bureau and are where the four (4) officers funded by this grant would be deployed. DET officers perform specific community policing functions that other officers may be unable to conduct. These include partnering and engaging with the Great Falls Mental Health Treatment Court, The North Central Montana Crisis Intervention Collaborative, The Great Falls Downtown Safety Alliance, The Great Falls Chamber of Commerce and Indian Family Health Services in order to find more effective ways to serve and solve problems these stakeholders and partners may encounter. The Great Falls area serves over 50 American Indian tribes from all across the country with each being unique in their own way. North Central Montana have three Indian reservations within a short distance and all come to the area for health care, supplies and daily needs. Their culture is to avoid problems with law enforcement whenever possible. This can lead to communication barriers in attempting address the needs of this underserved population. The officers provided by this grant will assist in bridging that gap between cultures and establishing and maintaining avenues of communication through trust and understanding.

Violent Crime Problems

Gun Violence

false

If Selected: Please specify your gun violence problem: for example, drug related gun violence, etc. (500 characters or less).

Please include the number of aggravated assaults with a firearm in your jurisdiction during the last calendar year:

Please include the number of reported shootings in your jurisdiction during the last two years (2019 and 2020).

Number of Reported Shootings (2019):

Number of Reported Shootings (2020):



Please also describe how you will address this issue using a holistic, community based approach that builds trust in underserved communities suffering from high incidents of gun crime Applicants may review COPS Office publications such as Group Violence Intervention: An Implementation Guide, Drug Market Intervention: An Implementation Guide, and Crime Prevention Research Review No. 6: Pulling Levers Focused Deterrence Strategies to Prevent Crime for ideas on strategies. (2,000 characters or less)

Assault

false

If Selected: Please specify your assault problem; for example, assaults in and around bars, gang violence, etc. (500 characters or less).

Homicide

false

If Selected: Please specify your homicide problem; for example, gun homicide by serious previous offenders, gang related homicide, domestic homicides, etc. (500 characters or less).

Rape

false

If Selected: Please specify your rape problem; for example, acquaintance rape, rape in college dorm rooms, child or domestic rape, etc. (500 characters or less).

Robbery

false

If Selected: Please specify your robbery problem; for example, robbery of convenience stores, robbery of taxi drivers, bank robbery, etc. (500 characters or less).

Domestic Violence

false

If Selected: Please specify your domestic/family violence problem; for example, domestic violence, stalking, child abuse, elder abuse, etc. (500 characters or less).

Human Trafficking

false

If selected: Please specify your focus on Investigating and Prosecuting Human Trafficking Crimes (500 characters or less).

Protecting and Serving Youth in America

false

If Selected: Please specify your focus on: engaging youth through strategies that encourage positive interactions with law enforcement and discourage youth violence; addressing child sexual predators and internet safety; or addressing children exposed to violence.

—
Please explain in 500 characters or less:

Criminal Gangs

false

If Selected: Please specify your criminal gang's problem (500 characters or less).

Drug Manufacturing, Drug Dealing, Drug Trafficking

false



If Selected: Please specify your drug manufacturing, dealing, and/or trafficking problem (500 characters or less).

Our community has experienced a 126% in felony narcotics related arrests in 2020. Specifically there was a 585% increase in heroin seized, a 74% increase in marijuana, a 28% increase in methamphetamine, a 214% increase in fentanyl and a 69% increase in hallucinogens.

Other Violent Crime Problem

false

Please specify (500 characters or less).

Combating Hate and Domestic Extremism

Combating Hate and Domestic Extremism

false

If Selected: Please describe the problem and your focus on community based approaches to combat bias-motivated acts of violence (500 characters or less).

Police-based Response to Persons in Crisis

Police Based Response to Persons in Crisis

false

If Selected: Please describe the problem and your focus on deploying officers to participate in crisis-intervention teams, improving response to and interactions with persons in crisis, and partnering with mental health providers (500 characters or less).

The Great Falls Police Department has partnered with Alluvion Health, a community based health service to provide a Mobile Response Team or MRT to assist the department with persons in mental health crisis. The MRT is staffed with licensed mental health professionals that will respond with GFD on mental health calls and assess the persons needs to determine if addiction services are needed or mental health services. The MRT member will then formulate a follow up strategy in order to ensure the person received the appropriate services in order to improve outcomes. The goal of MRT is to divert persons in addiction or mental health crisis from detention facilities or unnecessary institutionalization.

Opioid or other Substances Education, Prevention, and Intervention

false

If selected: Please specify your focus on Education, Prevention and Intervention (500 characters or less).

Homeland Security

Homeland Security

false

If Selected: Please specify problem and describe focus on deploying officers to strengthen partnerships or task force participation in areas impacting homeland security (500 characters or less).

Protecting critical infrastructure

false

If Selected: Please specify problem and describe focus on deploying officers to strengthen partnerships on critical infrastructure issues impacting homeland security (500 characters or less).

Other/Innovations in Community Policing

Other/Innovations in Community Policing

false

If Selected: Please provide a detailed narrative specifying your new and proposed community policing that can be advanced through the COPS Hiring Program (2,000 characters or less).



The department relies heavily on partnerships and relationships with various stakeholders within our community. They include Great Falls Police Department members involved on various boards and committees as both appointed participants and in various advisory capacities. These include The Alliance for Youth, The Cascade County Mental Health Local Advisory Council, The Cascade County Crisis Steering Committee, the Great Falls Mental Health Treatment Court, The Cascade County Veteran's Treatment Court, The North Central Montana Crisis Intervention Collaborative, The Great Falls Downtown Safety Alliance, The Great Falls Chamber of Commerce, Malmstrom Air Force Base, Montana Air National Guard, The Downtown Business Association and the Montana Board of Crime Control.

The Directed Engagement Team or DET has been a relatively new tool utilized in the department's community policing strategy. The team is assigned to the patrol services bureau and are where the four (4) officers funded by this grant would be deployed. DET officers perform specific community policing functions that other officers may be unable to conduct. These include partnering and engaging with the Great Falls Mental Health Treatment Court, The North Central Montana Crisis Intervention Collaborative, The Great Falls Downtown Safety Alliance, The Great Falls Chamber of Commerce and Indian Family Health Services in order to find more effective ways to serve these stakeholders and partners. The DET is also attached to the Violent Crime Prevention Task Force to support the mission of removing the most violent offenders and illegal firearms from our community. Finally, a DET officer will be directly assigned to work with the Great Falls Mental Health Treatment Court and the North Central Montana Crisis Intervention Collaborative to serve the needs of those persons with both addiction and mental health needs.

This community policing strategy also includes involvement of the department in the public schools utilizing officers as mentors, educators and crime prevention specialists in our high schools and middle schools to assist in navigating the day to day stressors of youth. Data has shown that over 90% of the youth in the public schools that have contact with these officers are diverted from entering the criminal justice system.

The department also deploys a program of citizen volunteers that serve as a force multiplier. These Volunteer in Police Service directly interact with our community by patrolling during special events, conducting surveys of our citizens and assisting in presenting the Great Falls Citizens academy. These Great Falls Police Department ambassadors provide another avenue of interacting with the department other than by contacting sworn police officers. The department utilizes daily media briefings and several social media platforms in order to message and keep our community informed.

Other strategies include having an officer assigned to the Great Falls Housing Authority working directly with their board in developing programs for their youth, mentoring programs for all and providing crime prevention techniques in housing areas with underserved populations in our community has proved invaluable. Meeting with the Neighborhood Councils to provide a direct link to addressing and correcting problems in various neighborhoods by using community partnerships to combat criminal activity and behaviors and finally the Great Falls Police Citizens Academy has become the flagship for engagement for the citizens of Great Falls. Currently, 870 citizens have graduated. This course has created a core nucleus of citizens that are well informed advocates of the police department and public safety that help engage and advance the community policing effort.

Briefly describe the problem/focus area that you will address with these award funds and your approach to the problem. Include a long-term strategy and detailed implementation plan that reflects consultation with community groups and appropriate private and public agencies. Explain how the grant will be utilized to reorient the affected law enforcement agency's mission toward community-oriented policing or enhance its involvement in or commitment to community-oriented policing (2,000 characters or less).

The Great Falls Police Department has always engaged in various community policing efforts within its community. Over the last several years staffing concerns have shifted the focus towards our core functions. The award funds would provide officers to provide an emphasis back towards directly engaging our partners and stakeholders on a more frequent basis by assigning each officer to specific community policing function. All DET members are attached to the Violent Crime Prevention Task Force to support the mission of removing the most violent offenders and illegal firearms from our community. One member will be assigned to work with partners in our downtown area to address the increasing needs of businesses as this area is also the focus of our Data Driven Approach to Crime and Traffic Safety. Another will deal with problem solving of unique circumstance that arise in our city. Hot spots that arise with increases in street crimes such as stolen autos, robberies, thefts and burglaries. In addition problem houses arise that either pose a blight on the community or could be involved in narcotics trafficking. Finally, the 4th officer would be designated as a Mental Health Police Officer that will be provided specialized training in dealing with persons in crisis. The officer would work and respond directly with mental health and addiction counselors to improve the outcomes of this underserved populations. This officer would also provide a direct conduit for persons in crisis to access alternatives to the criminal justice system such as the Great Falls Mental Health Treatment Court.

PERSISTENT POVERTY

Please refer to the U.S. Census Bureau's historical county level poverty estimates tool (<https://www.census.gov/library/visualizations/time-series/demo/census-poverty-tool.html>). This Excel-based tool accesses county-level poverty rates from the 1960-2000 Decennial Census as well as estimates from 2010 based on 5-year data from the ACS. Please enter your county's poverty rate for 1990, 2000, and 2010. If your agency does not ser

counties, please enter the state average. All figures must be rounded to the nearest whole percent.

Does your law enforcement agency serve in a COUNTY that has had 20 percent or more of its population living in poverty over the past 30 years?

No

Please enter your county's poverty rate for 1990, 2000, and 2010. If your agency does not service counties, please enter the state average. All figures must be rounded to the nearest whole percent.

Poverty Rate (1990):

Poverty Rate (2000):

Poverty Rate (2010):



POLICE AND YOUTH SUICIDE DATA

Does your agency collect data on the number of officer suicides in your agency?

Yes

In the past 12 months, how many officer suicides have you recorded in your agency?

0

Does your agency have a suicide prevention training program?

Yes

Does your agency track officers that have been exposed to 'critical incidents' such as murder, suicide, and domestic violence?

Yes

Does your community experience high rates of youth suicide (For the purposes of this question, high is defined as 10 suicides per 100,000 residents aged 10-19)?

No

COMMUNITY-BASED OFFICER HIRE AND RELOCATION

Does your law enforcement agency have a written policy that requires that new officers/deputies reside within the jurisdiction they serve?

No

Does your law enforcement agency have a written policy that encourages new or existing officers to relocate to areas characterized by fragmented relationships between police and residents of the community, or where there are high incidents of crime?

No

Check all that apply:

Reimbursed for moving expenses

Sign-on bonus

Consideration for choice of shift or district

Other – Please specify

Which of the following information sources did you use to prioritize this problem/focus area as a problem/focus area to address through this award program (check all that apply):

Police department data (e.g. police reports, calls for service, crime data, citizen complaints)

Police department data (e.g. police reports, calls for service, crime data, citizen complaints)

Agency personnel (e.g. officer feedback, command staff priorities)

Agency personnel (e.g. officer feedback, command staff priorities)

Other local non-law enforcement government agency data

Other local non-law enforcement government agency data

Community based organizations (e.g. faith based, non-profits, social sei

Community based organizations (e.g. faith based, non-profits, social sei



Local businesses

Local businesses

Individual community members/community meetings

Individual community members/community meetings

Community survey

Community survey

Local government officials

Local government officials

None of the above

If awarded funds, my agency will improve our understanding of this problem/focus area by examining (check all that apply):

Routinely collected law enforcement data/information related to the problem (e.g. arrest, incident reports, calls for service)

Routinely collected law enforcement data/information related to the problem (e.g. arrest, incident reports, calls for service)

The location and/or time aspects of the problem/focus area (e.g. mapping)

The location and/or time aspects of the problem/focus area (e.g. mapping)

The conditions and environmental factors related to the problem/focus area

The conditions and environmental factors related to the problem/focus area

The strengths and limitations of current responses to the problem/focus area

The strengths and limitations of current responses to the problem/focus area

Non-law enforcement data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)

Non-law enforcement data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)

Existing research and best practices related to the problem/focus area

Existing research and best practices related to the problem/focus area

Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)

Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)

Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records)

Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records)

Information about victims affected by the problem/focus area (e.g. crime reports, victim interviews)
 Information about victims affected by the problem/focus area (e.g. crime reports, victim interviews)

Strengths and weaknesses of previous responses to the problem/focus area

Strengths and weaknesses of previous responses to the problem/focus area

None of the above

If awarded funds my agency will use the following information sources to assess our response to this problem/focus area to determine whether the response was implemented and achieved the desired outcomes (check all that apply):

Routinely collected law enforcement data/information related to the problem/focus area (e.g. arrests, incident reports, calls for service)

Routinely collected law enforcement data/information related to the problem/focus area (e.g. arrests, incident reports, calls for service)



arrests, incident reports, calls for service)

arrests, incident reports, calls for service)

Data/information regarding whether the response was implemented as planned

Data/information regarding whether the response was implemented as planned

Police data collected for this specific problem/focus area (e.g. problem-specific surveys, field interview contact cards)

Police data collected for this specific problem/focus area (e.g. problem-specific surveys, field interview contact cards)

Non-police data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)

Non-police data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)

Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)

Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)

Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records, probation/parole data)

Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records, probation/parole data)

Information about victims and/or stake holders affected by the problem/focus area (e.g. crime reports, victim interviews)

Information about victims and/or stake holders affected by the problem/focus area (e.g. crime reports, victim interviews)

None of the above

To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem/focus area (select up to 3):

Reducing the number of incidents

Increasing public trust in your agency

Increasing public trust in your agency

Reducing the seriousness of the incidents or the amount of harm

Reducing the seriousness of the incidents or the amount of harm

Reducing the number of victims and repeat victims

Reducing the number of offenders and repeat offenders

Getting other agencies and stake holders to assume responsibility for the problem/focus area

Improving the response to the problem/focus area (i.e. more comprehensive and coordinated way of dealing with the problem/focus area, providing better services to victims, or greater efficiency in dealing with the problem/focus area)

Improving the response to the problem/focus area (i.e. more comprehensive and coordinated way of dealing with the problem/focus area, providing better services to victims, or greater efficiency in dealing with the problem/focus area)

Improving citizen perceptions of the problem/focus area

None of the above

An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency and the award funded officers (or an equivalent number of redeployed veteran officers) initiate or enhance a partnership with an external group/organization to develop responses to this problem/focus area?

Yes



If yes, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem/focus area?

15

Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem/focus area (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners. You will be limited to listing no more than three partners per public safety problem/focus area.

Partner Name1:

Alluvion Health

For this partner, please indicate the statement that best characterizes this partner:

Community based organizations (e.g., faith based, community redevelopment groups, social service providers, resident associations)

Partner Name2:

Downtown Safety Alliance

For this partner, please indicate the statement that best characterizes this partner:

Businesses operating in the community

Partner Name3:

Great Falls Mental Health Treatment Court

For this partner, please indicate the statement that best characterizes this partner:

Local government agencies (non-law enforcement, e.g., probation/parole, parks and recreation, code enforcement)

Instructions for Proposed Community Policing Strategy: Organizational Transformation COPS Office awards must be used to initiate or enhance community policing activities. In this section you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS Office funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches. If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these award funds.)

Flexibility in officer shift assignments to facilitate addressing specific problems.

false

Please explain.

Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens.

false

Please explain.

Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement.

false

Please explain.

In-service training for officers on basic and advanced community policing principles.

true

Please explain.

These principles have fallen in the list of priorities as staffing was needed elsewhere in the department. With the addition and focus of these 4 four officers on engagement of the various parts of our community, this training will be critical and a priority.

Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills.

false

Please explain.



Measure and include non-enforcement proactive community engagement efforts as part of officer performance evaluations.

true

Please explain.

It is not uncommon for GSPD officers to take actions to improve the lives of the persons in which they come in contact. Frequently officers are seen purchasing meals, groceries, personal items or lodging for those less fortunate. This is recognized by supervision and administration but not as part of their performance. This is critical for the engagement of these new officers and will be part of their performance plan once hired.

Provide de-escalation training to sworn personnel and promote de-escalation as an important strategy to diffuse potentially volatile situations.

false

Please explain.

Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct.

false

Please explain.

Career development and/or promotional processes (i.e. sergeant exams) that reinforce problem solving and community engagement.

false

Please explain.

Implement specific programs to improve the safety and wellness of personnel throughout your organization.

false

Please explain.

None of the above.

false

If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these award funds.)

Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities.

false

Please explain.

Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance.

false

Please explain.

Technology systems that provide officers, analysts, and the community better and more timely access to data and information.

true

Please explain.

The department utilizes software called Crime View that provides visual mapping of all activity in the community. These 4 officers will be driven by what this data provides along with feedback from community stakeholders. The new officers will become proficient in this technology in order to provide community members real time data of what is taking place while identifying trends before they evolve into criminal activity.

Mediation strategies to resolve citizen complaints.

false

Please explain.



Collection, analysis, and use of crime data and information in support of problem solving goals.

true

Please explain.

The department uses data to determine where to deploy its resources most effectively by using a Data Driven Approach to Crime and Traffic Safety. At present the department does not have the funding to utilize an analyst for examining the data. The department will actively search for a potential volunteer and partner with the new officers to more effectively examine what is taking place in our community in order to provide solutions to problems as they arise.

Formal accreditation process.

false

Please explain.

System to capture and track problem solving and partnership efforts and activities.

false

Please explain.

An organizational assessment of community policing.

false

Please explain.

None of the above.

false

Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? (check all that apply)

Local government agencies (non-law enforcement, e.g. probation/parole, parks and recreation, code enforcement)

Local government agencies (non-law enforcement, e.g. probation/parole, parks and recreation, code enforcement)

Community based organizations (e.g. faith based, community redevelopment groups, social service providers, resident associations)

Community based organizations (e.g. faith based, community redevelopment groups, social service providers, resident associations)

Businesses operating in the community

Businesses operating in the community

Tribal law enforcement agencies (outside your jurisdiction)

Other Federal, state, or local law enforcement agencies

Other Federal, state, or local law enforcement agencies

Multi-jurisdictional or regional task forces/partnerships

Local educational institutions (schools/colleges/universities)

Local educational institutions (schools/colleges/universities)

Local government officials

Local government officials

Individual stakeholders residing, working or with an interest in the community and/or problem

Individual stakeholders residing, working or with an interest in the community and/or problem

None of the above



To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?

There are a moderate number of related initiatives

To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?

High level of support

If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?

Potentially increased impact

NEED FOR FEDERAL ASSISTANCE

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 1,000 characters.]

Since approximately 2013, the Great Falls community has experienced rising crime rates in all areas. Narcotics and violent crime has grown exponentially while the population and taxable properties have remained the same or in some years decreased. It has not been unusual for budgets to remain the same for repeated years while costs continue to rise. During this time, the Great Falls Police Department has had to adapt to meet the needs of its community. Officers have had to move from traditional community policing roles such as DARE and Law Related Education to core functions such as reactionary patrols. A once robust community policing arm of 4 persons and a supervisor was reduced to 1 officer handling the Citizens Academy while the others are now patrolling the streets of Great Falls. While these moves have proved necessary, the community policing needs of our community have not changed and new challenges have emerged. Homelessness, opiate addiction and mental health have created new problems that law enforcement cannot handle in the traditional manner. It will take creative strategies and partnerships in order to mitigate the effects. Growth continues to be minimal in Great Falls in which is reflected by revenues.

Enter the total population of the government entity applying for this award using the latest census estimate available in the American Fact Finder at <http://FactFinder2.census.gov>.

58835

Check here if the population of the entity applying for this award is not represented by U.S. Census figures (e.g., colleges, special agencies, school police departments, etc.).

false

If the population of the entity applying for this award is not represented by U.S. Census figures, please indicate the size of the population as of the latest available estimate.

Please indicate the source of this population estimate (e.g., website address).

If applicable, please explain why the service population differs from the census population.

FISCAL HEALTH AND UCR DATA

Instructions: Enter your law enforcement agency's total operating budget for the current and the previous fiscal year. Please note: All figures must be rounded to the nearest whole dollar.

CURRENT FISCAL YEAR (2021):

14203542

PREVIOUS FISCAL YEAR (2020):

13533061

Instructions: The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau (<https://data.census.gov/cedsci/>) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." Please note: All figures must be rounded to the nearest whole percent.

Percentage of Individuals in Poverty



Not Applicable

true

Instructions: The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (<http://www.bls.gov/lau/data.htm>) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." Please note: All figures must be rounded to the nearest whole percent.

Percentage (%) unemployed for for October 2020:

4

Not Applicable

false

Since January 1, 2021, has your agency taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services)?

No

Instructions: In addition to the data collected elsewhere in this application, the COPS Office would like to capture information from jurisdictions that may have faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year. Examples of unanticipated catastrophic events include mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the UCR crime statistics previously reported. Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

Check the box if your agency experienced a major disaster or catastrophic event in the time period from January 1, 2020 to present.

false

Description of event (including number of casualties) Type of event (major disaster, mass shooting, bombing, etc.) Impact of the event on delivery of law enforcement services Duration of the event (how long will law enforcement services be impacted by the event until recovery) Law enforcement response and recovery efforts

Please specify (Please limit your response to a maximum of 2,000 characters.).

Property/Violent Crime: Please select at least one statement below:

My agency can report crime data for both years

Instructions: Using UCR crime definitions, enter the actual number of incidents reported to your agency in the previous two calendar years (2020 and 2019) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type.

Criminal Homicide (2020):

4

Please check here if the data is unavailable.

false

Criminal Homicide (2019):

5

Please check here if the data is unavailable.

false

Forcible Rape (2020):

2

Please check here if the data is unavailable.

false

Forcible Rape (2019):

3

Please check here if the data is unavailable.

false

Robbery (2020):

39

Please check here if the data is unavailable.

false

Robbery (2019):

42

Please check here if the data is unavailable.

false

Burglary (2020):

348

Please check here if the data is unavailable.

false

Burglary (2019):

86

Please check here if the data is unavailable.

false

Aggravated Assault (2020):

12

Please check here if the data is unavailable.

false

Aggravated Assault (2019):

21

Please check here if the data is unavailable.

false

Motor Vehicle Theft (2020):

245

Please check here if the data is unavailable.



false

Motor Vehicle Theft (2019):

307

Please check here if the data is unavailable.

false

Larceny (except motor vehicle theft) (2020):

1314

Please check here if the data is unavailable.

false

Larceny (except motor vehicle theft) (2019):

1560

Please check here if the data is unavailable.

false



If awarded funds, will your agency commit to regularly collect, analyze and report incidents of hate crimes to the FBI as part of their annual Uniform Crime Reporting?

Yes

Instructions: Agency Profile Questions (these questions are for information purposes only and will not be scored):

Does your agency have a wellness policy or program for officers?

Yes

Does your agency report crime data to the National Incident-Based Reporting System (NIBRS)?

Yes

Does your agency utilize the National Integrated Ballistic Information Network (NIBIN)?

Yes

Does your agency have a dedicated or specific investigator to investigate reported hate crimes?

No

CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

Instructions for the Continuation of Project after Federal Funding Ends: Applicants must plan to retain all sworn officer positions awarded under your COPS Office hiring award for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS Office-funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of award funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. These additional position(s) must be retained using state, local, or other nonfederal funding only. The retention period may begin during the five year period of performance of the award, and may extend beyond the end date of the award. You may not use funds awarded by other federal awards to cover the costs of retention. At the time of award application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the award. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your award compliance. Please refer to the frequently asked questions on retention which can be found here <https://cops.usdoj.gov/chp>. Note: Agencies that do not plan to retain all the positions awarded under this award are ineligible to receive CHP funding.

Will your agency plan to retain any additional positions awarded under this award for a minimum of 12 months at the conclusion of federal funding for each position?

Yes

Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)

General funds

General funds

Raise bond/tax issue

Raise bond/tax issue

Private sources/donations

Nonfederal asset forfeiture funds (subject to approval from the state or local oversight agency)

Fundraising efforts

State, local, or other nonfederal award funding

Other



If other, please provide a brief description of the source(s) of funding not to exceed 500 characters.

If your agency received CHP funding prior to October 1, 2018, please certify that your agency has or is retaining any CHP-funded officers for the required 12 month retention period.

Has or Is Retaining

OFFICIAL PARTNER(S) CONTACT INFORMATION

Instructions: An official "partner" under the award may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the award.

Partner 1 Title:

Municipal Court Judge

First Name:

Steven

Last Name:

Bolstad

Name of Partner Agency (e.g., Smithville Community Center):

Great Falls Mental Health Treatment Court

Type of Partner Agency (e.g., School District):

City Court

Street1:

2 Park Dr. S

Street2:

City:

GREAT FALLS

State:

Montana

Zip/Postal Code:

59401

Phone:

Email Address:

sbolstad@greatfallsmt.net

Partner 2 Title:

Director

First Name:

Kristy

Last Name:

Pontet-Stroop

Name of Partner Agency (e.g., Smithville Community Center):

Alliance for Youth

Type of Partner Agency (e.g., School District):

Youth Organization

Street1:

3220 11th Ave S

Street2:

City:

Great Falls

State:

Montana

Zip/Postal Code:

59405

Phone:

Email Address:

kristy_pontet-stroop@gfps.k12.mt.us

Partner 3 Title:

First Name:

Sandra

Last Name:

Thares

Name of Partner Agency (e.g., Smithville Community Center):

Great Falls Downtown Safety Alliance

Type of Partner Agency (e.g., School District):

Downtown Businesses

Street1:

17 7th St S

Street2:



City:

Great Falls

State:

Montanan

Zip/Postal Code:

59401

Phone:

Email Address:

omi@mcn.net



28 CFR PART 23 (CRIMINAL INTELLIGENCE)

REVIEWS AND CERTIFICATIONS Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems: Please review the Application Resource Guide for additional information.

Please check one of the following, as applicable to your agency's intended use of this award:

No, my agency will not use these COPS Office funds (if awarded) to operate an interjurisdictional criminal intelligence system.

CERTIFICATION OF REVIEW AND REPRESENTATION

By checking the box, the applicant indicates he or she understands that the signatures of the Law Enforcement Executive / Agency Executive, Government Executive / Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that: 1. the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office Grant Application Guide, the COPS Office award owner's manual, the DOJ Financial Guide, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars; 2. the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source; and 3. the applicant and any required or identified official partner(s) listed in this application mutually agreed to this partnership prior to submission.

true

ACKNOWLEDGEMENT OF ELECTRONIC SIGNATURE

By checking the box, the applicant indicates that he or she understands that the use of typed names in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures. I understand.

true

Proposal Narrative

Budget and Associated Documentation

Base Salary and Fringe Benefits for Sworn Officer

Sworn Officer

Position

Position Title

Position Description

Sworn Officer

New Hire Probationary Police Officer Directed Engagement Team

> Salary

v Fringe Benefits

		Year 1	Year 2	Year
Social Security				
Exempt		\$0.00	\$0.00	
	0.00%			
Medicare				
1.45%		\$790.05	\$811.49	\$8
	1.45%			
Health Insurance				
Fixed Rate		\$27,787.	\$28,542.15	\$28,5
		51.00%	51.00%	51
Life Insurance				
Fixed Rate		\$0.00	\$0.00	
Vacation				
Included in Salary?	Hours	\$2,517.25	\$2,585.58	\$2,5
No	96			
Sick Leave				
Included in Salary?	Hours	\$2,517.25	\$2,585.58	\$2,5
No	96			
Retirement				
Fixed Rate		\$9,807.48	\$10,073.70	\$10,0
		18.00%	18.00%	18
Workers Compensation				
Fixed Rate		\$2,555.39	\$2,624.76	\$2,6
		4.69%	4.69%	4
Unemployment Insurance				
Fixed Rate		\$299.67	\$307.81	\$3
		0.55%	0.55%	0
Other Benefit				
		\$0.00	\$0.00	
None				
Other Benefit				
		\$0.00	\$0.00	
None				
Other Benefit				
		\$0.00	\$0.00	
None				
Summary Totals				
		Year 1	Year 2	Year
Benefits		\$46,274.96	\$47,531.07	\$47,5
Salary		\$54,486.00	\$55,965.00	\$55,9
Total		\$100,760.96	\$103,496.07	\$103,4
Number of Positions				
	4			
Total Salary and Benefits				
	\$1,231,012.44			



Total Salary and BenefitsYear 1> **Instructions****Travel**

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Reques
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No items

Travel Total Cost
\$0.00

Year 1> **Instructions****Equipment**

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Reque
----------------	------------	------	------------	--------------------------	---------------

No items

Equipment Total Cost
\$0.00

Year 1> **Instructions****Supply Items**

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
-------------------------	------------	-----------	------------	--------------------------	-----------------

No items

Supplies Total Cost
\$0.00

Year 1> **Instructions****Construction**

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
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No items

Construction Total Cost

\$0.00

Year 1> **Instructions****Subawards (Subgrants)**

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
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No items

Subawards Total Cost

\$0.00

Add Consultant TravelYear 1> **Instructions****Procurement Contracts**

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
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No items

Do you need Consultant Travel?

Yes

Procurement Cost

\$0.00

Consultant Travel

COMPUTE THE COST OF EACH TYPE OF EXPENSE X THE NUMBER OF PEOPLE TRAVELING

Purpose of Travel	Location	Type of Expense	Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
-------------------	----------	-----------------	------	----------------------	------------	------------	--------------------------	-----------------

No items

Consultant Travel Total Cost


0.00
Procurement Total Cost

\$0.00

Year 1

> **Instructions**

Other Costs

Description	Quantity	Basis	Costs		Total Costs	Non-Federal Contribution	Federal Reques
No items							

Other Costs Total Cost
 \$0.00

Year 1

> **Instructions**

Indirect Costs

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Reque
No items					

Indirect Costs Total Cost
 \$0.00

Additional Narrative

Budget Summary

Budget Category	Total Cost
Sworn Officer Positions	\$1,231,012.44
Civilian or Non-Sworn Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
SubAwards	\$0.00
Procurement Contracts	\$0.00
Other Costs	\$0.00
Indirect Costs	\$0.00

Total Project Costs	\$1,231,012.00	
Federal Funds:	\$500,000.00	40
Match Amount:	\$731,012.00	59
Program Income:	\$0.00	0

Budget Detail Summary View

Budget Category	
Sworn Officer	
Civilian Personnel	
Travel	
Equipment	
Supplies	
SubAwards	
Procurement Contracts	
Other Costs	
Indirect Costs	

**Local Match Details****Local Match Progression Table**

As part of the local match requirement for the COPS Hiring Program, grantees must assume a progressively larger share of the cost of the grant with local funds over three-year grant period. This means that your local match must increase each year, while the federal share must decrease.

Please project in the chart below how your agency plans to assume a progressively larger share of the grant cost during each year of the program. The chart is only a projection of your plans. While your agency may deviate from these specific projects during the grant period, it must still ensure that the federal share decreases and the local share increases.

	Year 1	Year 2	Year 3	
Local Match	\$236,376	\$247,316	\$247,320	\$731
Federal Share	\$166,668	\$166,668	\$166,664	\$500
Total	\$403,044	\$413,984	\$413,984	\$1,231

Waiver of Local Match

The COPS Office may waive some or all of a grantee's local match requirement based on severe fiscal distress. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as reflected through the fiscal health data provided in the application, and a comparison of your fiscal health data with that of the overall applicant pool.

**Budget / Financial Attachments****Additional Attachments**

Loading...

Memoranda of Understanding (MOUs) and Other Supportive Documents**Additional Application Components**

Letters of Support

No documents have been uploaded for Letters of Support

Additional Attachments

No documents have been uploaded for Additional Attachments

Other

Certified



Commission Meeting Date: December 21, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3240: An ordinance by the City Commission amending Ordinance 3238 to correct the legal description referenced in the ordinance

From: Erin Borland, Planner III, Planning and Community Development

Initiated By: Planning and Community Development

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

Action Requested: Accept Ordinance 3240 on first reading and set second reading for January 4, 2022.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3240 on first reading and set second reading for January 4, 2022.”

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

Staff Recommendation: Staff recommends the City Commission accept Ordinance 3240 on first reading and proceed with the second reading on January 4, 2022.

Summary: On November 2, 2021, the City Commission approved and passed Ordinance 3238 to rezone the properties as described in the Ordinance to PUD Planned Unit Development. The applicant has completed the Certificate of Survey that retraced the properties located at 1300 River Drive and which has since been recorded at the Cascade County Clerk and Recorder. This Certificate of Survey has a more precisely determined legal description of the property which was rezoned to PUD in Ordinance 3238. Therefore, Ordinance 3238 needs to be revised to reflect the legal description on the Certificate of Survey that has been recorded. Ordinance 3240 Exhibit A, reflects the changes to show the revised names of the tracts of land that have been rezoned to PUD Planned Unit Development. The legal description of the properties is now to read as follows:

“Tracts 1-8 of Certificate of Survey #5319 located in the E1/2, NE1/4 of Section 1, Township 20 North, Range 3 East, and the W1/2, NW1/4 of Section 6, Township 20 North, Range 4 East, P.M.MT, City of Great Falls, Cascade County, Montana as shown in Exhibit A.”

Ordinance 3240 requires two readings in order to be adopted, the first reading on December 21, 2021 and then a second reading on January 4, 2022. Once adopted the legal description will be revised in Ordinance 3238, with all other provisions set forth in the ordinance remaining in effect.

Alternatives: The City Commission could not accept Ordinance 3240 and not proceed with the second reading but this would result in an Ordinance that inaccurately describes the properties that were rezoned.

Attachments/Exhibits:

Ordinance 3240

Ordinance 3240 Exhibit A

ORDINANCE 3240

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA AMENDING ORDINANCE 3238 TO CORRECT THE LEGAL DESCRIPTION REFERENCED IN THE ORDINANCE

* * * * *

WHEREAS, the subject properties, located at 1300 River Drive North and owned by WS Great Falls Real Estate, Inc. (Charlie Herwig), were rezoned to PUD Planned Unit Development zoning district by Ordinance 3238, adopted by the City Commission at a public hearing conducted on November 2, 2021; and

WHEREAS, the Certificate of Survey that retraced the properties located at 1300 River Drive North was recorded at the office of the Cascade County Clerk and Recorder on December 1, 2021 as Certificate of Survey #5319 and has more precisely determined the legal description of the property rezoned to PUD in Ordinance 3238; and

WHEREAS, for those reasons, it is necessary to correct the legal description in Ordinance 3238 to more accurately conform to the legal description now set forth in Certificate of Survey #5319.

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

Section 1. That the property description set forth in Ordinance 3238 be corrected to read:
“Tracts 1-8 of Certificate of Survey #5319 located in the E1/2, NE1/4 of Section 1, Township 20 North, Range 3 East, and the W1/2, NW1/4 of Section 6, Township 20 North, Range 4 East, P.M.MT, City of Great Falls, Cascade County, Montana as shown in Exhibit A.”

Section 2. That all other provisions set forth in Ordinance 3238 remain in full force and effect.

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading December 21, 2021.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading January 4, 2022.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Jeffrey M. Hindoien, City Attorney

State of Montana)
County of Cascade : ss
City of Great Falls)

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3240 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

