



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
March 17, 2020  
7:00 PM  
**REVISED****

*In order to reduce potential exposure to the COVID-19 virus this meeting agenda has been revised to delay non critical items on the Agenda. These items will be postponed to the April 7, 2020 Meeting.*

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

**PROCLAMATIONS**

- ~~1. AmeriCorps NCCC Recognition Day, Morrison Maierle 75th Anniversary Day and Prevention of Cruelty to Animals Month~~

**PETITIONS AND COMMUNICATIONS**

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

- Miscellaneous reports and announcements.

**NEIGHBORHOOD COUNCILS**

- Miscellaneous reports and announcements from Neighborhood Councils.

**BOARDS AND COMMISSIONS**

- Miscellaneous reports and announcements from Boards and Commissions.
- Appointment to the Mansfield Center for the Performing Arts Advisory Board.
- Appointment to the Parking Advisory Commission.
- Reappointment and Appointments to the Golf Advisory Board.

**CITY MANAGER**

- 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.*

- Minutes, March 3, 2020, Special City Commission Meeting.

- [10.](#) Minutes, March 3, 2020, Commission Meeting.
- [11.](#) Total Expenditures of \$3,319,238 for the period of February 15, 2020 through March 4, 2020, to include claims over \$5000, in the amount of \$3,064,736.
- [12.](#) Contracts List.
- [13.](#) Grants List.
- [14.](#) Approve the purchase of one new 2020 - 348 Peterbilt water truck chassis from Montana Peterbilt of Missoula through Sourcewell, formerly known as NJPA, for \$106,484.
- [15.](#) Approve the CDBG Funding Agreement in the amount of \$137,500 to the Park and Recreation Department for the Gibson Park and Elks Riverside Park trail project.
- [16.](#) Approve Change Order No. 2 for the September 2019 amended bid work on Equipment Storage Building Number 1 project, plus required additional electrical and structural work, to James Talcott Construction, Inc. for the Public Works Facility Improvements - Central Garage, Streets and Sanitation Buildings Siding & Windows and authorize the City Manager to execute the agreements.
- [17.](#) Award the construction contract in the amount of \$478,040 to Missouri River Trucking and Excavation Incorporated for the Gibson Park and Elks Park Trail Restoration, and authorize the City Manager to execute the construction contract documents.
- [18.](#) Approve an agreement with Advanced Engineering and Environmental Services (AE2S) for the Water Plant's Supervisory Control and Data Acquisition (SCADA) Upgrades as outlined in the attached Scope of Services for \$118,391.
19. Postpone public hearings and considerations for Ordinance 3211 and 3212 and Postpone Resolution 10333 until April 7, 2020.

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

#### **PUBLIC HEARINGS**

- [19.](#) ~~Ordinance 3211, Amending Title 17 of the Official Code of the City of Great Falls (OCCGF): Reserving Chapters 41 through 43; and, repealing and replacing Chapter 44 Pertaining to Landscaping. Action: Conduct a public hearing and adopt or deny Ord. 3211. (Presented by Craig Raymond)~~
- [20.](#) ~~Ordinance 3212, "An Ordinance Amending Title 17 of the Official Code of the City of Great Falls (OCCGF): Repealing Appendix B Pertaining to the List of Required Trees for Boulevard Areas and Street Medians. Action: Conduct a public hearing and adopt or deny Ord. 3212. (Presented by Craig Raymond)~~

#### **OLD BUSINESS**

#### **NEW BUSINESS**

#### **ORDINANCES / RESOLUTIONS**

21. Ordinance 3214 – To rezone the properties legally described as the South 85’ of Lot 8, Block 180 and Lots 8-14, Block 179 of the Great Falls Water Power and Townsite Company’s First Addition from Single-family high density and Neighborhood Commercial to Public Lands and Institutional; and Resolution of Intent 10339 - Intention to vacate 5th Avenue North between 12th Street and 13th Street. *Action: Accept or not accept Ord. 3214 on first reading, adopt or deny Res.10339 and set a joint public hearing for April 7, 2020. (Presented by Craig Raymond)*

22. ~~Resolution 10333, A Resolution of the City of Great Falls Regarding the adoption of an Energy Response Task Force. Action: Adopt or deny Res. 10333. (Presented by Commissioner Moe and Citizen's for Clean Energy)~~

23. Resolution 10332, Authorizing the Purchase of Certain Public Safety Radio Equipment and Approving a Lease Purchase Agreement in Connection Therewith. *Action: Adopt or deny Res. 10332. (Presented by Dave Bowen)*

## **CITY COMMISSION**

24. Miscellaneous reports and announcements from the City Commission.

25. 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.*



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

**From:** City Manager's Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appoint one member to the Mansfield Center for the Performing Arts Advisory Board

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission appoint \_\_\_\_\_ for a three-year term through December 31, 2022."

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

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**Staff Recommendation:** It is recommended that the City Commission appoint Mr. Baker for a three-year term.

**Summary:** Kelly Manzer was appointed to the Mansfield Center for the Performing Arts Advisory Board in December 2013 for her first three-year term and reappointed to a second term in October 2016. Because she has served 2 full terms, she is not eligible for additional terms. Ms. Manzer's term, along with Allen Lanning's, expired on December 31, 2019. Mr. Lanning has not yet indicated that he wants to continue serving on the Board.

The City began advertising on the City's Website for the vacancies in December 2019 and received one application from Kyler Baker. Staff will continue advertising to fill the additional vacancy.

**Background:**

The Civic Center Advisory Board was created in 1997 and was amended by Ord. 2928 in February of 2006 to change the name to the Mansfield Center for the Performing Arts Advisory Board. The Board acts in an advisory capacity to the City Commission and the City Manager on matters related to the successful operation of the Civic Center as the Mansfield Center for the Performing Arts and public meeting rooms. The Board consists of five to seven members with an attempt to have representation from the areas of performing arts, conventions and meetings, and civic leaders.

Continuing members of this board are:

Larry Gomoll	3/05/2019 – 12/31/2021
Grant Harville	12/19/17 – 12/31/2022
Christina Horton	10/3/2018 – 12/31/2020
Nancy Clark	11/7/2017 – 12/31/2021
Patty Holmes-Myers	1/1/2016 – 12/31/2021

Members leaving the Board:

Kelly Manzer	1/1/2014 – 12/31/2019
Allen Lanning	1/6/2015 – 12/31/2019

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


**Concurrences:** During the Mansfield Center for the Performing Arts Advisory Board Meeting on February 21, 2020 the Board voted to recommend appointment of Mr. Baker.



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

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

Board/Commission Applying For: <b>Mansfield Center Advisory</b>		Date of Application: <b>2/13/2020</b>
Name: <b>Kyler Baker</b>		
Home Address: <b>2527 1<sup>st</sup> Ave S</b>		Email address: <b>Kyler.Baker@hotmail.com</b>
Home Phone: <b>N/A</b>	Work Phone: <b>454-6710</b>	Cell Phone: <b>799-2453</b>
Occupation: <b>Elections Specialist</b>	Employer: <b>Cascade County</b>	
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: <b>I care about the performing arts and enjoy going to events at Mansfield.</b>		
Educational Background: <b>High school diploma and currently working toward a degree in Public Administration</b>		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: <b>Boys and Girls Club, Farm in the Dell, St. Vincent DePaul, Grace Home and Eagle Mount.</b>		
Previous and current public experience (elective or appointive): <b>Currently participating in the City 101 class.</b>		
Membership in other community organizations: <b>None</b>		

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? I enjoy the Mansfield Center and all the events that come through Great Falls. I feel that by serving on this board I will be helping to continue the great things that are happening and help to fix things that need to be changed/improved.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I believe that my love of the performing arts is my biggest qualification. I also believe that my business thinking will also help and be a great addition to this board.	
Additional comments: I am a young person that lives and works in Great Falls and I believe that Great Falls is a wonderful place to live and work. I think I would be a great addition to this board.	
Signature: 	Date: 2/13/2020

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

**Return this form to:**

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

Fax:  
(406) 727-0005

Email:  
kartis@greatfallsmt.net

# Kyler Andrew Baker

2527 1<sup>st</sup> Avenue South | Great Falls, MT 59401 | Phone: 406-799-2453 |  
Kyler\_Baker@hotmail.com

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## EXPERIENCE

- Cascade County** Great Falls, MT  
*Elections Specialist* 2020 - Present
- Maintain accurate voter registration files, preparation and conduction of all elections in a non-partisan manner, working with the public daily, maintaining compliance with state and federal laws, and other duties as assigned
- Administrative Assistant to the County Commissioners* 2018 - 2019
- Complete administrative tasks such as scheduling, working with constituents, filing, phone calls, emails, interdepartmental communication and other office duties as assigned
- Great Falls Central Catholic High School** Great Falls, MT  
*International Program Director* 2014 – 2018
- Created the International and Boarding Program, ranging from 15-20 students a year
    - This program helped financially grow our school and also brought a great diversity to our student body
  - Completed administrative work such as filing, phone calls, emails, and other office duties
- Elite Education Global** Great Falls, MT  
*Student Advocate* 2015 – 2018
- Worked with students on a variety of activities and helping them with daily needs
- Holy Spirit Catholic School** Great Falls, MT  
Substitute Teacher whenever regular teachers were absent 2014-2015
- Great Falls Public Schools** Great Falls, MT  
*Student Worker* 2012-2013
- During my senior year I worked in the main office at Great Falls High School complete office tasks such as answering phones, filings, computer programs and other assigned duties
- Substitute Teacher/Clerical Substitute* Great Falls, MT  
Substitute Teacher whenever regular teachers were absent 2014-2015
- Substitute for Secretaries who were absent



**City Service Valcon**

*Office Assistant*

Kalispell, MT

Fall of 2013

- Part time job creating digital files of all customers

EDUCATION

*Great Falls High School*

Great Falls, MT

High School Diploma

2009-2013

*Grand Canyon University*

Online Phoenix, AZ

Pursuing a degree in Business Administration and Public Administration

2016 - Present

SERVICE

Young Neighbors in Action

Summer of 2016 and 2018

- Boys and Girls Club, Farm in the Dell, St. Vincent DePaul, Grace Home and Eagle Mount

SPECIAL INTERESTS

Global affairs, business, politics, cooking, baking, downhill skiing



**Item:** Appointment to the Parking Advisory Commission  
**From:** City Manager's Office  
**Initiated By:** City Commission  
**Presented By:** City Commission  
**Action Requested:** Appoint one member to the Parking Advisory Commission

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission appoint \_\_\_\_\_ to the Parking Advisory Commission for a three-year term through April 30, 2023."

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

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**Board Recommendation:**

The Parking Advisory Commission reviewed Ms. Becky Sullivan's application during their meeting on February 20, 2020 and recommended appointing her to a three-year term.

**Summary:**

William Mintsiveris was appointed to the Parking Advisory Commission on February 2, 2016 and resigned in May 2019. Staff began advertising for the vacancy on the City's Website and through the local media. One application has been received.

On February 12, 2020 Mr. Reiste also resigned from the Commission. Staff will continue to seek applications to fill that vacancy.

**Background:**

The Parking Advisory Commission is comprised of five members appointed by the City Commission. The Commission advises the City Commission, City Manager, and Planning and Community Development Staff on matters related to parking issues within the Parking Districts.

Interested Citizens:

Becky Sullivan

Current Members:

Jeff Patterson 11/7/2017 – 4/30/2020

Kellie Pierce 10/9/2017 – 4/30/2022  
Katie Hanning 8/15/2017 – 4/30/2022  
Thaddeus Reiste 2/5/2019 – 4/30/2022 (Resigned 2/12/20)

**Alternatives:**

Commission could ask staff to continue advertising for other citizen interest.

**Attachments/Exhibits:**

Application from Becky Sullivan




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



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

Board/Commission Applying For: <b>Parking Commission</b>		Date of Application: <b>1/17/2020</b>
Name: <b>Becky Sullivan</b>		
Home Address: <b>4200 Central Avenue #1, Great Fall, MT 59405</b>		Email address: <b>becky.sullivan@gfcmsu.edu</b>
Home Phone: <b>(406) 868-0406</b>	Work Phone: <b>(406) 771-5148</b>	Cell Phone: <b>(406) 868-0406</b>
Occupation: <b>Instructional Designer</b>	Employer: <b>Great Falls College MSU</b>	
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 previously served on the Head Start board, The GF Young People's Choir board, and the Citizen's Review Board.		
Educational Background: I have a bachelor's degree from UM Western in Secondary Education and a Master's degree in Educational Technology from Northern Arizona University.		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: I am currently involved with the United Way as the individual that leads the fundraising drive in the Fall for GFCMSU. I have also participated with Kids Education Yes in working on passing previous levy's for GFPS.		
Previous and current public experience (elective or appointive): As stated above, I was on the Citizen's Review Board, in which myself and others reviewed the information in foster care cases, met with key individuals for each case and sent a recommendation to the judge in the case.		
Membership in other community organizations: I am in the Booster Club and PTA for Centerville Public Schools (where my youngest daughter attends school).		

<p>Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?</p>	
<p>Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, who, which department, and relationship?          My cousin, Mike Lovec, works in some capacity for the Water Purification operations.</p>	
<p>Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?</p>	
<p>Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?</p>	
<p>Please describe your interest in serving on this board/commission?          My children are all teenagers or adults, so I am no longer busy with their activities and needs, and I am also not planning to return to school any time soon, so I have more available time to give now. As I am not giving my time to any other community activities, I would like to serve on this board as a way to give my time and be involved in the local community in which I live.</p>	
<p>Please describe your experience and/or background which you believe qualifies you for service on this board/commission?          Having served on various other boards, I understand how a board functions and runs. In addition as a community member that uses the city services, I feel that I can offer the perspective of local citizens and represent them on this board.</p>	
<p>Additional comments:</p>	
<p>Signature </p>	<p>Date: 1/17/2020</p>

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



**Item:** Reappointment and Appointments to the Golf Advisory Board.  
**From:** City Manager's Office  
**Initiated By:** City Commission  
**Presented By:** City Commission  
**Action Requested:** Reappointment and Appointments to the Golf Advisory Board.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission reappoint \_\_\_\_\_ as the representative for the Men’s Golf Association, appoint \_\_\_\_\_ as the representative for Malmstrom Golf Association and appoint \_\_\_\_\_ as a non-league golf member for three-year terms through March 31, 2023.”

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

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**Staff Recommendation:** It is recommended that the City Commission reappoint Greg Bushman to serve as representative for the Men’s Golf Association, appoint Jayce Michael Blood as the representative for Malmstrom Golf Association and appoint Frederick “Rick” Gartzka to serve as a non-league member. All appointments would be for three-year terms through March 31, 2023

**Summary:** Greg Bushman was appointed as the Men’s Golf Association representative on July 1, 2019 for a partial term through March 31, 2020. He is interested and eligible for a full three-year term. Lori Muzzana was appointed as the Malmstrom Golf Association representative on March 4, 2014 and has served two full terms, making her ineligible for reappointment. Mark Johnson was appointed as a non-league member in October 2013 for the remainder of a three-year term and was subsequently reappointed for two full terms; thus not eligible for reappointment.

All openings were advertised on the City’s website. Two applications were received for the non-league member opening and one was received for the Malmstrom representative.

Mr. Zinne and Mr. Gartzka applied for the non-league member opening and Mr. Blood applied for the Malmstrom opening. There were no applications for the Men’s Golf Association.

During the Golf Advisory Board meeting on February 24, 2020 the Board reviewed the applications for the non-league opening and recommended appointing Mr. Gartzka. The application from Mr. Blood came in late but it was discussed during the meeting that he would be applying. The Board did not have any concerns with his application so staff is asking that he be appointed.

**Background:** On December 18, 2018 the City Commission approved a three-year Management Agreement with CourseCo to manage the day to day operations of both Eagle Falls and Anaconda Hills Golf Courses. The Golf Advisory Board and Park and Recreation Administration and CourseCo will continue with monthly Board meetings.

Purpose

The Golf Advisory Board is comprised of five members with representation from the City Men’s Golf Association, City Women’s Golf Association, Malmstrom Golf Association, and two non-league golfers. The Board advises the City Commission regarding the operation of municipal golf courses. Members must reside within the City limits.

Evaluation and Selection Process

Advertising was done through the local media and on the City of Great Falls Website.

Continuing members of this board are:

Jackie Lohman – Women’s	4/1/16 – 3/31/22
Greg Bushman – Men’s	7/1/2019 – 3/31/20

Members leaving the Board are:

Lori Muzzana – Malmstrom	3/4/14 – 3/31/20
Mark Johnson – non-league	10/1/13 – 3/31/20

Citizens interested in serving on this board are:

Tracy Zinne  
Frederick “Rick” Gartzka  
Jayce Michael Blood

**Alternatives:** The Commission could choose not to reappoint/appoint any or all of the applicants and direct staff to continue to advertise for the vacancy.

**Attachments/Exhibits:**

Applications




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

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

Board/Commission Applying For: <b>GOLF ADVISORY BOARD</b>		Date of Application: <b>2-24-20</b>
Name: <b>FREDERICK "RICK" GARTZKA</b>		
Home Address: <b>2904 4TH AVE SO GREAT FALLS MT.</b>		Email address: <b>RICKARGARTZKA@G.COM</b>
Home Phone: <b>406-453-8390</b>	Work Phone: <b>NONE</b>	Cell Phone: <b>406-749-8571</b>
Occupation: <b>RETIRED.</b>	Employer: <b>NONE</b>	
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: <b>HAVE HAD QUITE A FEW YEARS WITH GOLF.</b>		
Educational Background: <b>HIGH SCHOOL</b>		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: <b>WORKED FOR SEVERAL YEARS WITH COMMODITY FOOD DISTRIBUTION IN GREAT FALL AND SURROUNDING COMMUNITIES.</b>		
Previous and current public experience (elective or appointive):		
Membership in other community organizations: <b>EKK'S</b>		



Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? <i>BE ABLE TO REPRESENT GOLFERS OF GREAT FALLS</i>	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? <i>MY MANY YEARS OF GOLF.</i>	
Additional comments:	
Signature 	Date: <i>2-24-20</i>

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

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Email:  
kartis@greatfallsmt.net



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

**RECEIVED**  
FEB 12 2020  
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>Non-League Golfers</i>		Date of Application: 02/12/2020	
Name:  Tracy Zinne			
Home Address:  2812 Grenada Drive		Email address:  tracy.zinne@yahoo.com	
Home Phone:	Work Phone:  406-791-9553	Cell Phone:  406-899-3302	
Occupation:  Operations Manager for Youth Services		Employer:  Center for Mental 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: From 11/2000 4/2012 I served on the Health Insurance Board for Cascade County and for 4 years I chaired that board. I play golf a lot. I do not play for any league.			
Educational Background: BS in Computer Science with a concentration in Cyber Security BA in Psychology with a concentration in Mental Health Working on a MA in Clinical Psychology			
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>			
Previous and current service activities: Member for Local Union #2 and a shop steward for the Cascade County Sheriff Office			
Previous and current public experience (elective or appointive): Membership to the Cascade County Employee Insurance Board.			
Membership in other community organizations: None			

Have you ever worked for or are you currently working for the City of Great Falls? Yes  No  If yes, where and when? 2011-2013 City Recreation Department. I worked for Connie at both Eagle Falls and Anaconda Hills Golf Courses.

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? Cascade County Employee Insurance and Compensation Board 2000-2012

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

Please describe your interest in serving on this board/commission? I am looking to be more involved in the community. Also looking at creating a better looking resume for myself and also when applying for graduate school.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I currently have several meeting that deal with multiple agencies. There is a lot of information to take in, evaluate and process through before a decision can be made. I am able to listen to multiple points of view while remaining open minded to the needs of others. I have sat on other boards and did well in duties assigned and believe that I can do the same here too.

Additional comments:

Signature

Date:

2/12/2020

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

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kartis@greatfallsmt.net



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

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

Board/Commission Applying For:		Date of Application:	
Golf Advisory Board		27 February 2020	
Name:			
Jayce Michael Blood			
Home Address:		Email address:	
908 40th Avenue NE		jayce.blood@us.af.mil	
Home Phone:	Work Phone:	Cell Phone:	
(406) 781-9455	(406) 731-3625	(406) 781-9455	
Occupation:		Employer:	
Flight Chief		U.S. Air Force	
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:			
Paralegal Bar for State of Montana			
Educational Background:			
MS Acquisition and Contract Management, BS Legal and Paralegal Studies, BS Criminal Justice			
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>			
Previous and current service activities:			
None.			
Previous and current public experience (elective or appointive):			
None.			
Membership in other community organizations:			
Cascade County 4 Wheelers Club Representative			

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? I am an avid golfer and advocate for the base. For the past year, I have been working to strength the ties between my squadron and organizations such as the University of Providence in the hopes of expanding employment opportunities to our community. As a civil service member within the Air Force, it is my goal to provide opportunities for my fellow colleagues around the community for positive outlets and activities. By bolstering the flow of information between the city and Malmstrom AFB, the community will see greater involvement in activities.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I currently lead 12 civil service and military members alike. My profession calls for superior conflict resolution knowledge, negotiation and professionalism to reach a "win-win" situation between the installation and business owners. I believe the board will not find a better suited alternative dispute resolution facilitator and advocate between Malmstrom AFB and the City.	
Additional comments:  Thank you for your time and consideration. I look forward to interviewing with the board if necessary and answer any questions you may have.	
Signature	Date:  27 February 2020

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

**Return this form to:**

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

Fax:  
(406) 727-0005

Email:  
kartis@greatfallsmt.net

**JOURNAL OF SPECIAL COMMISSION PROCEEDINGS**  
**March 3, 2020**

Special City Commission Meeting

Mayor Kelly presiding

**CALL TO ORDER:** 3:00 PM

Civic Center Gibson Room 212

**ROLL CALL/STAFF INTRODUCTIONS:** City Commission members present: Bob Kelly, Mary Sheehy Moe, Owen Robinson, and Rick Tryon. Commissioner Tracy Houck arrived at 3:23 PM. Also present were the City Manager Greg Doyon, City Clerk Lisa Kunz and Deputy City Clerk Darcy Dea.

**PETITIONS AND COMMUNICATIONS**

**Karl Puckett**, *Great Falls Tribune*, commented that the individual has the opportunity to waive his right to privacy and to hold the evaluation in public, and that would be the *Tribune's* preference.

1.

**NEW BUSINESS**

**CITY MANAGER'S ANNUAL PERFORMANCE EVALUATION AND CONTRACT REVIEW.**

Mayor Kelly stated that this special meeting is to discuss the City Manager's annual performance evaluation and contract review. He read the provisions of Mont. Code Ann. § 2-3-203(3).

Manager Doyon asserted his right to privacy. Mayor Kelly determined that the City Manager's individual privacy exceeded the merits of public disclosure, and closed the meeting for the Commission to discuss the City Manager's performance evaluation and contract review in executive session.

At 3:04 PM the members of the Commission, Manager Doyon and the City Clerk and Deputy City Clerk met in executive session in the City Manager's Office for the purpose of the Commission conducting the City Manager's annual performance evaluation and contract review.

- -EXECUTIVE SESSION - -

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March 3, 2020

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The executive session concluded at 4:56 PM.

The meeting reconvened into an open meeting in the Gibson Room. Mayor Kelly called the meeting back to order at 5:03 PM.

Mayor Kelly summarized the Commission's performance review of Manager Doyon and discussion of his contract:

2019 Highlights

- Successful transition from golf management
- Increase in the paramedic program to meet the goal of 21 full-time paramedics
- Key hires at the Library and Housing Authority
- IT/software conversions in various departments
- Active shooter training

Manager Doyon met and/or exceeded 2019 Objectives/Goals

- Monthly department head reviews to the Commission
- Deep dive into the development review process
- Being out in the community/public engagements more
- Being more supportive of community issues brought forth at work sessions

Performance Review

- The discussion included words such as: available, thoughtful, accessible, maturity in position with corresponding wisdom, stable, honest, straight forward, remains apolitical, deliberate, and created a great team. His integrity is something the City of Great Falls should value and be aware of.

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Additional roles of the City Manager that are critical in putting Great Falls out in front of state and national agencies, and getting great information and great access, are:

- State Emergency Resource Commission
- Montana Defense Alliance
- MMIA
- Leadership role with other city managers and other various roles with the Montana League of Cities and Towns

Goals/Objections for 2020

- Civic Center
- Finish the development review process
- Holistic approach on public safety
- Energy efficiency plan from an economic and environmental standpoint in all of the government operations
- Key hires
- Finalize some lingering issues – come to a decision on what to do with the coordination between the MacLean Foundation and the Great Falls Animal Shelter

Contract negotiation

- Three-year renewal through March 24, 2023

**Commissioner Moe moved, seconded by Commissioners Robinson and Tryon, that the City Commission approve the Employment Agreement with City Manager Gregory T. Doyon, with the following amendments:**

**Section A. Term** – The term of this Agreement is for a period of three (3) years beginning March 24, 2020 through March 24, 2023;

**Section B. Salary** – A salary increase at the commencement of the contract term which equates to a base annual wage of \$161,569, payable in accordance with normal City policy and practices. Salary considerations during the contract term shall be considered annually based on merit and/or market adjustment. Delete “Cost of Living Increases will be paid as approved for other City employees;”

**Section G. Deferred Compensation** – City will contribute twelve percent (12%) of the Manager’s salary to the ICMA-RC Deferred Compensation program;

**Section I. Life Insurance** – that paragraph will be replaced to read as follows: City agrees to purchase and to pay the required premiums on two (2) term life insurance policies, each equal in amount to \$150,000, for each of the following entities: (a) The City of Great Falls, and (b) Elizabeth Doyon and/or the Doyon Family Trust, primary beneficiary;

**Section M. Non Renewal Notice – Severance Pay** – the second paragraph shall be amended to read: “In the event that the Commission terminates Manager’s

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employment, while Manager is willing or able to perform the duties of the position, City shall compensate the Manager in an amount equal to twelve (12) months' salary (not including benefits); and a third paragraph added to read: "In the event that the Commission notifies the Manager that it intends to extend the contract six months prior to its expiration, but changes its position after notification, City shall compensate the Manager in the amount equal to twelve (12) months' salary (not including benefits).

All other sections of the Employment Agreement dated March 20, 2017, remain in effect.

Mayor Kelly asked if there was any public comment. Hearing none, Mayor Kelly asked if there was any further discussion amongst the Commissioners.

Mayor Kelly commented that cost of living adjustments (cola) language has been removed from the contract in favor of executing salary/compensation changes based on merit. It was a unanimous Commission decision to make the changes to Manager Doyon's salary.

Commissioner Tryon added that stability is important right now and, because of Manager Doyon's longevity here, he is very important and it is a good thing the Commission took this action today. He thinks Great Falls is on the cusp of turning a corner in terms of some of the issues and challenges the City has been facing and it is important that the Commission keeps that stability in the City Manager position.

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

Motion carried 5-0.

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Mayor Kelly, to adjourn the special meeting of March 3, 2020, at 5:13 PM.**

Motion carried 5-0.

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Mayor Bob Kelly

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City Clerk Lisa Kunz

Minutes Approved: March 17, 2020

**JOURNAL OF COMMISSION PROCEEDINGS**  
**March 3, 2020**

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, Tracy Houck, Mary Sheehy Moe, Owen Robinson and Rick Tryon. Also present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson; City Clerk Lisa Kunz; Public Works Environmental Division Manager Paul Skubinna; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; Assistant City Attorney Joe Cik; and, Police Chief Dave Bowen.

**AGENDA APPROVAL:** City Manager Greg Doyon noted a date change on item 13 that is reflected in a revised agenda report. 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.

1.

**PROCLAMATIONS**

Commissioner Houck read a proclamation for Charles M. Russell Month (March 2020).

**PETITIONS AND COMMUNICATIONS**

2. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

**John Hubbard**, 615 7<sup>th</sup> Avenue South, discussed trees with Dutch Elm Disease, and inquired where the disease came from. He also opined that the Coronavirus is caused by genetically engineered germs and suggested that the police investigate.

**Kellie Pierce**, Downtown Development Partnership (DDP), 318 Central Avenue, commented that the DDP is aware of the restorative work necessary on the Civic Center and is in support of that major project. However, the DDP is not in favor of using downtown Tax Increment Financing (TIF) dollars for the project. The DDP wants to continue to grow the TIF fund to allocate funds to projects that will contribute to the tax base. She concluded that the Civic Center is a non-contributing building to the tax base of the TIF fund.

**Jeni Dodd**, 3245 8<sup>th</sup> Avenue North, commented that she hasn't been able to find the answer as to why the public is required to give their address when they speak, noting that some members that have spoken out have been subject to vandalism.

Assistant City Attorney Joe Cik responded that he will research the inquiry and report back.

**Brett Doney**, Great Falls Development Authority, 405 3<sup>rd</sup> Street NW, Suite 203, member of the DDP, commented that the downtown TIF fund is currently at \$1.3 million, but over \$400,000 has



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already been allocated by the Commission with the support of the DDP to improve the downtown parking ramps. He suggested that tackling the Civic Center project all at once rather than piecemeal over several years would result in a lower cost.

He also invited everyone to attend the Mighty Mo tomorrow at 1:30 for an exciting announcement about an upcoming downtown project.

**Sherrie Arey**, NeighborWorks Great Falls, 509 1<sup>st</sup> Avenue South, member of the DDP, added to the DDP's comments that she understands it is the Commission's right, but that it is not within the spirit of why those funds were created.

**Joan Redeen**, Business Improvement District, 318 Central Avenue, member of the DDP, concurred with the prior speakers' comments in opposition to use of the downtown TIF funds for the Civic Center project.

## NEIGHBORHOOD COUNCILS

### 3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

## BOARDS & COMMISSIONS

### 4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM BOARDS AND COMMISSIONS.

Commissioner Robinson reported that a message will be on the March utility bills and a flyer contained in the April utility bills will go out to 21,700 customers about the census. The Complete Count Committee applied for a grant to cover those expenses. At the conclusion of the census, it is the Committee's objective that zero dollars will have been spent by Cascade County taxpayers.

## CITY MANAGER

### 5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported on the following:

- The Planning and Community Development Department will be closed March 11-13, 2020, for new software training.
- There were 1,100 attendees at the Boards and Commission training by Dan Clark with the MSU-Local Government Center.
- An employee was promoted to the GIS Coordinator position in the IT Department, and a new Land Management Specialist hired.
- The best public resource for the Coronavirus (COVID-19) is the City County Health Department (CCHD). There is a dedicated page on the CCHD website to obtain up to date information.
- In response to Mr. Hubbard's inquiry, Dutch Elm Disease occurred in Great Falls in the early to mid-1980's, and believed it was from infected firewood that someone brought into

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the city. From 1987 to the present the City has removed approximately 13,000 infected trees citywide. There are approximately 2,000 Dutch Elm trees left.

**CONSENT AGENDA.**

6. Minutes, February 18, 2020, Commission Meeting.
7. Total Expenditures of \$1,224,590 for the period of February 1, 2020 through February 19, 2020, to include claims over \$5,000, in the amount of \$1,050,423.
8. Contracts List.
9. Award the construction contract in the amount of \$845,000 to Planned and Engineered Construction, Inc. for the Sanitary Sewer Trenchless Rehabilitation Phase 22, and authorize the City Manager to execute the construction contract documents. **OF 1675.1**
10. Adopt Resolution 10338, Certifying the Abatement of a Nuisance located at 804 4th Avenue SW, legally described as Great Falls 6th (GF6), Lot 5, Block 549, Cascade County, Montana Completed.

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

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

Motion carried 5-0.

**PUBLIC HEARINGS**

11. **ORDINANCE 3200, REPEALING AND REPLACING TITLE 17, CHAPTER 36 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO PARKING, AND RESERVING CHAPTERS 33 THROUGH 35.**

Planning and Community Development Director Craig Raymond reported that staff has been working diligently to streamline and otherwise improve the development landscape in Great Falls. One element that staff would field concerns about is the City's parking ordinance.

Staff approached their review of the parking standards with multiple priorities. First, staff wanted to gauge where Great Falls was in comparison to other communities. He noted personally that he doesn't put too heavy of an emphasis on this aspect as every community has different cultures, values, goals and priorities. Staff did place a fairly heavy emphasis on experiences here in Great Falls, and learned from it.

The primary focus with the proposed changes is to provide a significant amount of developer flexibility, reducing requirements that will provide cost savings to developers and to simplify the code by removing old, unused or unnecessary code language.

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**March 3, 2020**

Staff has presented its findings and recommendations to the community and has received favorable comments to this point.

Mayor Kelly asked if the Commission had any questions of staff.

Commissioner Robinson received clarification that no changes were being made to accessible ADA parking space requirements, only removing language that is duplicative.

Mayor Kelly declared the public hearing open.

No one spoke in opposition to Ordinance 3200.

Speaking in favor of Ordinance 3200 were:

**Terri Thompson**, Great Falls Association of Realtors, 401 13<sup>th</sup> Avenue South, commented that the Association is appreciative of staff's recommendation of lessening parking requirements in many of the instances to allow shared parking areas to be 1,000 feet from a business rather than only 400 feet, and to allow a business to prove that it needs less parking than the formula requires. She requested clarification on the internal sidewalk requirements.

**Daniel Hartzell**, 601 Central Avenue, suggested removing parking meters on Central Avenue, and that Alluvion sell the building it owns on Central back to the City so that the City can tear it down and make it a parking lot.

**Brett Doney**, Great Falls Development Authority, 405 3<sup>rd</sup> Street NW, Suite 203, complimented the City in terms of keeping reasonable standards and adding in more flexibility.

In response to Ms. Thompson, Director Raymond referred to OCCGF 17.36.1.030, noting that it depends if it is a new use, the same use, increase in intensity of use, or whether it is a complete change in use. He also noted that the mentioned internal sidewalk requirements are a requirement of the building codes for pedestrian access to the public rights-of-way.

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

**Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission adopt Ordinance 3200.**

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

Motion carried 5-0.

**OLD BUSINESS**

**NEW BUSINESS**

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**12. INTERLOCAL AGREEMENT WITH CASCADE COUNTY TO ESTABLISH AND OPERATE A VIOLENT CRIME PREVENTION TASK FORCE.**

Police Chief Dave Bowen reported that this item is an Interlocal Agreement between Cascade County and the City of Great Falls to establish and operate a Violent Crime Prevention Task Force. The purpose of this task force is to target, dismantle and disrupt organizations with an emphasis on apprehending felony offenders that operate in the city and county. This agreement is intended to clarify the terms and conditions under which the Police Department and Sheriff's Office will operate. It will delineate responsibilities of the task force to include personnel, planning, equipment and training. It is the Police Department's and Sheriff's Office belief that combining resources to focus on those individuals who commit violent crime in its jurisdictions will benefit the community. This agreement is necessary to articulate the relationship between the agencies involved and the task force, and maximize inter-agency cooperation. Both agencies will be relying on current funding mechanisms to operate the task force.

**Commissioner Houck moved, seconded by Commissioner Moe, that the City Commission approve the Interlocal Agreement with Cascade County to establish and operate a Violent Crime Prevention Task Force.**

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 reiterated there was no fiscal impact to the City.

Chief Bowen responded affirmatively, adding that he is assigning one of his detectives to this task force and the Sheriff is doing the same.

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

Motion carried 5-0.

**ORDINANCES/RESOLUTIONS**

**13. RESOLUTION 10334, REQUESTING A MONTANA ENVIRONMENTAL POLICY ACT (MEPA) ENVIRONMENTAL IMPACT STUDY FOR THE PROPOSED MADISON FOOD PARK SLAUGHTERHOUSE PROPOSAL.**

Commissioner Moe reported that six weeks ago all nine Neighborhood Councils came to the City with petitions presented by Neighborhood Council 5 Chairman Eric Ray asking the City to do a study on various impacts of the Madison Food Park proposal. The Commission responded at that time that, regrettably, because the City has no involvement in the decision making process along the lines of approval of any aspect of that program, that any study that the City conducted would have to be funded by the City and, most importantly, would not have to be considered by those making the decision. However, the Commission did think there were a couple of avenues to explore.

The first proposal before the Commission this evening deals with a State process – the Montana

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Environmental Protection Act (MEPA). The Act was created nearly a half century ago to ensure that the environmental consequences of a particular development are identified and addressed before a project is approved. Often a State agency addresses only a segment of the proposal. For instance, the Department of Transportation would assess how roads would handle increased traffic. That also is provided for in MEPA. But, with a project of significant scope and potential impacts a higher level of review is called for in the environmental impact study. That study requires a coordinated, comprehensive study of the cumulated impacts of multiple aspects of the proposed project, not just on the physical environment but on what MEPA calls the human environment, which includes biologic, economic, cultural and aesthetic factors. Those are the very factors that the neighborhood councils identified as concerns six weeks ago.

With Resolution 10334, the City of Great Falls speaks on its own behalf and on behalf of the Neighborhood Councils and the residents that both represent to call for that higher level of review. She strove to be factual in the description of the proposed development and in the description of the assets that the city enjoys that could be affected by a project of this size and scope. She strove to make the logical connection between these concerns and the MEPA process. Above all, she strove not to pre-judge the project, but to simply ask that the State use its highest level of MEPA review to make sure that in this instance we look before we leap.

**Commissioner Robinson moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10334.**

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

**Eric Ray**, 3401 15<sup>th</sup> Avenue South, Neighborhood Council 5 Chairman and the Official Delegate for the Council of Councils, implored the Commission to act positively on behalf of the Councils and all of those people the Councils represent, and then take the resolution expeditiously to the Governor's Office of the State of Montana.

**Troy Lane**, 1200 8<sup>th</sup> Avenue North, Neighborhood Council 7, spoke in support of the Resolution. He commented that there could also be potential impacts, both socially and environmentally, to surrounding counties.

**Richard Hopkins**, 80 Hawk Drive, spoke in support of the Resolution. He expressed concerns about Madison Food Park's piecemeal proposals, and that the social economic impacts have not been looked at for this project. If adopted, those impacts will be covered under the environmental impact statement.

**Katie Kotynski**, 3440 12<sup>th</sup> Avenue South, spoke in support of the Resolution. As a long time citizen of Great Falls, she loves this city for its proximity to outdoor activities, clean air, quiet life, lack of traffic, and clean water. She does support planned growth for Great Falls, but believes the Madison Food Park facilities would significantly disrupt their way of life.

**Nate Kluz**, 597 Armington Road, Belt, commented that what is concerning is that very little information has been provided about the project since it was proposed three years ago. He noted that Madison proposed processing 9,200 hogs, 18,000 cattle, and 135,000 chickens per day that equates to about 1.5 billion pounds of protein, and 30,000 trucks coming in. According to the USDA 2017 Agricultural

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Census there is only 16% of the confined animal feeding capacity for that as of now. That whole industry will ramp up around the area as close as possible. Earlier in the project Madison talked about 10,000 people moving into the area. He concluded that it is important to look at all of the cumulative effects on city services; the environmental, social, and economic impact; and how this project will affect the reputation of this city.

**Myrl Nardinger**, 812 13<sup>th</sup> Street North, commented that his Canadian friend told him that, looking at the food plants in Brooks and High River, Alberta, Canada, this study is really warranted.

**Tom Kotynski**, 3440 12<sup>th</sup> Avenue South, Neighborhood Council 5 Vice-Chairman, spoke in support of both Resolutions regarding the Madison Food Park studies. He agrees with Commissioner Moe's comment about leaping before you look without doing studies such as this. He supports growth, but not this kind. He believes even the talk of major industrial slaughterhouse development near Great Falls will have the effect of discouraging recruitment of professionals, particularly in the health fields. How could such a development enhance this city's reputation as a nice place to live, or even visit. A thorough study would address those fears.

**Jeni Dodd**, 3245 8<sup>th</sup> Avenue North, commented that she has some limited experience with federal environmental impact studies and the environmental assessment process. She likes the idea of the proposal, but has concerns about it. She thinks that in order for the State to do a study it would need to see a solid proposal from Freisen, and she doesn't think that has happened yet.

There being no one further to address the Commission, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Tryon thanked Commissioner Moe and the Neighborhood Councils for their work on this proposal. He supports the proposal and thinks that the citizens of Great Falls deserve full transparency with factual information about the potential impacts of the proposed food park.

Even though the approval process is outside of the purview of what the City Commission does, it is his understanding that Freisen would have to go through a MEPA study once they submit a solid proposal. It's his understanding that, rather than a narrow scope, the Commission is asking for a full-range MEPA study and that costs money. The way he reads the agenda report is that there will be no fiscal impact to the City of Great Falls. He inquired, then, would it be up to Freisen to pay for the expanded study were they to come forward with a solid proposal. Another concern he has is whether or not there would be any possibility that the City would be forced to participate in any legal proceedings as a result of Freisen contesting any impact study that is beyond what is State required.

Assistant City Attorney Joe Cik responded that his inquiries are asking him to speculate on whether or not Freisen will actually have to pay more based on this request that the Governor assign an official administrative agency to do a MEPA in this matter. As far as legal action is concerned, the Commission would be acting within the course and scope of its duties as an elected body.

Commissioner Robinson also thanked Commissioner Moe and the Neighborhood Council representatives for their work on the matter.

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**March 3, 2020**

Commissioner Houck noted her support of the resolution and the dialogue that has occurred. She added that it is also in line with the Commission's fiduciary duty to its citizens in regards to how this project will impact infrastructure, streets, public safety and other services.

Mayor Kelly asked Commissioner Moe to explain the process of what happens next should the Commission adopt the resolution, and what is expected from the Governor's office going forward.

In response to Ms. Dodd, Commissioner Moe commented that the initial proposal was filed in 2017, and there was an amendment that looks like a notice to amend that was made May 1, 2018. Pieces of the original proposal have gone forward, which goes to Resolution 10335.

In response to Mayor Kelly, Commissioner Moe commented that she hopes the Governor will recognize that this is important and is a big deal to Great Falls. The resolution will be delivered to the Governor and asked that he delegate it to the appropriate bodies when and if that proposal advances. The reason that it hasn't advanced so far is that the current proposals are underneath the levels at which the State would need to respond.

Mayor Kelly called for the vote.

Motion carried 5-0.

**14. RESOLUTION 10335, REQUESTING THAT CASCADE COUNTY REQUIRE A COMPREHENSIVE AND CUMULATIVE STUDY OF THE IMPACTS ON THE CITY OF THE ENTIRE PACKAGE OF THE MADISON FOOD PARK PROPOSALS.**

Commissioner Moe reported that originally, when she came before the Council of Councils, she only had the MEPA proposal. People suggested that there were ways to advance a proposal to Cascade County as well. She explained that much of the information is the same as in the MEPA proposal, but is directed to what Cascade County can do. It shows a basis for concern, and that there is some logical connection with the concerns and with what Cascade County can do about it. The County does, in fact, have zoning regulations in place that put the burden of proof on the applicant for a Special Use Permit to show, among other things, that they have met the objectives of the County's Growth Policy. There are five standards in the Growth Policy of Cascade County. Arguably, this works very well for one of them, although she thinks the agricultural community is divided on that issue. It may work well or ill for at least three of the others.

**Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10335.**

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

**Richard Hopkins**, 80 Hawk Drive, thinks there are multiple players that Freisen has not disclosed, and that these two studies will cause that to come forward. He commented that there are a lot of LLC's which are Hutterite Colonies that support this project. He and his rancher friends do not support this because it is not something they would be interested in. It is more to the benefit of the LLC's and the Colonies. If that is true, it needs to come out in the open so that everyone understands the players being

## JOURNAL OF COMMISSION PROCEEDINGS

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dealt with. He also doesn't think that the money generated from the project will stay in the United States. The big money will go to Canada because of the LLC's and the Hutterite Colonies. County residents are also concerned about piecemealing which is already happening. There is a cheese factory that will probably go in, and now they are trying for a distillery. The cheese factory will be supported by the Hutterite Colony LLC's with its milk. Mr. Hopkins also expressed concern about the water it will take. Freisen has said it doesn't need a permit from the DEQ for wells because they will be individual wells. A cheese factory and a distillery will use more water than an individual would use. The County wanted a meter put on the wells to see how much water was being used and Freisen fought that due to the jurisdiction issue. All of the cumulative impacts need to be looked at.

**Bill Boland**, 3401 4<sup>th</sup> Avenue North, inquired what would happen if the County says no to the comprehensive study.

**Jeni Dodd**, 3245 8<sup>th</sup> Avenue North, inquired if the County could ask Freisen to pay for the study of potential impacts as part of the permit process. With regard to the adoption of Resolution 10334, she commented that the State would bear the cost of that study, not Freisen, under the Montana Environmental Protection Act.

**Carolyn Craven**, 101 14<sup>th</sup> Avenue South, thanked Chairman Ray for the Neighborhood Council resolution, and Commissioner Moe for not only listening to the Neighborhood Councils but for responding and taking action. She commented that we are at a critical turning point in our community. This resolution is timely and needed. As a greater community we all have a vested interest in maintaining the quality, quantity and sustainability of our water and our quality of life. It is the collective responsibility as citizens and government officials to be well informed before making decisions.

**Troy Lane**, 1200 8<sup>th</sup> Avenue North, NC 7, noted that 70% of the population is within the city limits of Great Falls. He believes it is relevant to take into account that many people in this community will be impacted by a decision made at the county level.

**Laura Hodges**, 2204 3<sup>rd</sup> Avenue North, noted a concern of hers is that she has never heard of any suggestion of remediation if any of the systems fail that Freisen is offering. Would Freisen be responsible for pollution or be required to pay for damages.

**Brett Doney**, Great Falls Development Authority (GFDA), 405 3<sup>rd</sup> Street NW, Suite 203, commented that GFDA has always supported studies. One flaw he sees in this resolution is that it refers to the entire package. If the Madison Food Park moves forward incrementally as it has done with the first two projects, every time it proposes a project it will be looked at by the State and by the County Planning Department on a cumulative basis to that point.

There being no one further to address Commission, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Tryon read Mont. Code Ann. § 85-2-124(1) pertaining to the applicant paying for the impact statement. Commissioner Tryon noted that Cascade County could say no to part 1 of



**JOURNAL OF COMMISSION PROCEEDINGS**  
**March 3, 2020**

the resolution requesting an impact study and/or part 2 about the City appointing two people to sit on a scoping committee.

Commissioner Houck noted the resolution will be on record with the County setting forth how citizens feel.

In response, Commissioner Moe commented that it is her understanding that the State covers the environmental assessment. But, when it is a broad and comprehensive study that requires an environmental impact statement the applicant covers the expenses. Yes, the County and the Governor can just say no. But, we are speaking as a community that this is a big deal to us, we want it to be considered, and we think that there are ways that it can be considered. She is casting no aspersions on the County or on the Zoning Board. On file right now is the original proposal that was amended but, as noted, nobody knows what exactly is coming down the pike. The notice to amend was filed on May 21, 2018, 652 days ago. Neither of these proposals makes anybody do anything. It simply says that we, as the City of Great Falls and nine Neighborhood Councils, have concerns about the impacts of this proposal and we want to know what they are before they are approved. We believe the County and the State have mechanisms to do that, and we are asking that they do that.

Mayor Kelly pointed out that mitigation of pollution or clean up would be part of what the environmental impact study addresses.

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

Motion carried 5-0.

**15. RESOLUTION 10336, DISSOLVING THE CITY OF GREAT FALLS DESIGN REVIEW BOARD AND ASSIGNING THE FUNCTIONS OUTLINED IN TITLE 17, CHAPTER 28 TO PLANNING AND COMMUNITY DEVELOPMENT STAFF.**

City Manager Greg Doyon reported that under Commission Initiatives at the February 4, 2020 Commission meeting, Commissioners Tryon and Robinson requested that staff draft language for a resolution to dissolve the Design Review Board (DRB). There wasn't any objection by the other Commission members. Resolution 10336 addresses the dissolution of the DRB. He concluded that the elimination of the DRB does not eliminate or remove any City standards that the City Commission has adopted in its codes. It removes the process for developers to get approval by an advisory board for a particular project.

**Commissioner Tryon moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10336.**

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

**Jeni Dodd**, 3245 8<sup>th</sup> Avenue North, spoke in support of the motion, and adding that the DRB added another layer of bureaucracy.

## JOURNAL OF COMMISSION PROCEEDINGS

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**Terri Thompson**, Great Falls Association of Realtors, 401 13<sup>th</sup> Avenue South, agrees the DRB should be dissolved. She discussed historical information pertaining to the intent of the DRB. It started as free design assistance to a position of authority mandating requirements that oftentimes resulted in thousands of additional dollars, additional meetings, and untimely delays to developers and business owners. Additionally, members of the DRB are professionals competing against other professionals in town for the same business. She added that business owners and developers hire their own design professionals, and why should they pay a fee to a public volunteer board to scrutinize the work of the professionals they already hired.

**Sherrie Arey**, NeighborWorks Great Falls, 509 1<sup>st</sup> Avenue South, spoke in favor of this resolution. She attended the September 30, 2019 DRB meeting wherein they discussed options of the new process in coming back together. There was still a lot of misunderstandings in that the discussion included comments such as free advice, recommended requirements, and mandatory suggestions.

**Brett Doney**, Great Falls Development Authority (GFDA), 405 3<sup>rd</sup> Street NW, Suite 203, commented that the Commission can be proud of the projects that were under staff's approval in 2019. He supports adoption of the resolution.

There being no one further to address the Commission, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Tryon commented that approval of this action has nothing to do with the members of DRB who volunteered, did a great job, and wanted to serve the community.

Mayor Kelly noted that written correspondence in opposition to Resolution 10336 was received today from **Christopher Ward**, 3621 7<sup>th</sup> Avenue South. He expressed a concern that there would be no way for the public to know what projects are being reviewed, what the issues are, and to provide input. Mayor Kelly noted that the projects would come before the Planning Advisory Board on the second and fourth Tuesdays of each month.

Commissioner Moe commented she is opposed to this resolution. She suggested that if there is a problem with an advisory board that problem should be dealt with. She believes the DRB provides a good counterbalance to developers that gives the City a different point of view. She concluded that, what triggered this matter to come back before the Commission, was the realization that there were fees involved.

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

Motion carried 3-2 (Commissioners Houck and Moe dissenting).

16. **RESOLUTION 10337, A REOLUTION TO SUBMIT THE PRINTINGCENTERUSA'S APPLICATION TO THE BIG SKY ECONOMIC DEVELOPMENT TRUST FUND PROGRAM.**

City Manager Greg Doyon reported that the PrintingCenterUSA along with Great Falls Development Authority (GFDA) is requesting the City to approve a grant submittal to the Big Sky

## JOURNAL OF COMMISSION PROCEEDINGS

March 3, 2020

Economic Development Trust Fund Program in the amount of \$82,500. GFDA proposes to manage all aspects of the grant. The Big Sky Economic Development program is designed to aid in the development of good paying jobs for residents and to promote long-term stable economic growth in Montana. The request comes before the Commission because the grant eligibility requires in part an incorporated city or town to make the application. PrintingCenterUSA is applying for a Category I funding which includes grants or loans to assist businesses in creating net new eligible jobs. The proponent indicates that the project will have a positive impact on the local, region, and state economy. By submitting this application PrintingCenterUSA will be submitting a match in the amount of \$661,548. That match fund can be separated into two categories for purchasing new printer equipment and software to run the new system. That new equipment will increase demand on the business and will result in the creation of 11 new jobs. The proponent expects business revenue to increase over \$100 million over the next five years due to this investment. There is no direct fiscal impact to the City of Great Falls other than some administrative duties.

**Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission adopt Resolution 10337.**

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

**Jaime Bonilla**, 712 54<sup>th</sup> Street South, inquired if GFDA is a proper designation to manage the grant, and if the City would be indemnified if GFDA made any errors.

Manager Doyon responded that this isn't the first time the City has administered a grant of this nature for GFDA. Finance Director Kinzler explained that the Big Sky Economic Development department sends auditors out to scrutinize the process during the grant administration. In the past the auditors did find one error and the company that received funds had to pay the money back.

**Nathan Reiff**, Great Falls Development Authority, 405 3<sup>rd</sup> Street NW, Suite 203, commented that the PrintingCenterUSA is a company that sells a lot out of state and is looking for a lot of growth. This grant provides the company with the tools to grow as it invests in our economy. This is a good use of this grant fund in order to help support local businesses that are doing well and would like to expand.

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

Commissioner Robinson commented that this is the kind of business that is really good for Great Falls because most of the money comes from out of Great Falls into Great Falls. Craig Barber started this printing center many years ago and took it from a highly competitive Great Falls area to a successful on-line business.

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

Motion carried 5-0.

**CITY COMMISSION**

**JOURNAL OF COMMISSION PROCEEDINGS**  
**March 3, 2020**

**17. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Mayor Kelly announced that the public safety town hall meeting is Thursday, March 5, 2020, in the Mansfield Theater, from 6:30 – 8:00 p.m. Most of the information will be presented by Police Chief Dave Bowen and Cascade County Sheriff Jesse Slaughter about the current state of crime in the community.

Commissioner Houck referred to agenda Item 15, dissolution of the Design Review Board, and commented that the purpose of a board is advisory in nature, and that she does not take dissolving a board lightly.

**18. COMMISSION INITIATIVES.**

None.

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Mayor Kelly, to adjourn the regular meeting of March 3, 2020, at 8:53 p.m.**

Motion carried 5-0.

\_\_\_\_\_  
Mayor Kelly

\_\_\_\_\_  
City Clerk Lisa Kunz

**Minutes Approved: March 17, 2020**



**ITEM:** \$5,000 Report  
 Invoices and Claims in Excess of \$5,000

**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 \$5000:**

ACCOUNTS PAYABLE CHECK RUNS FROM FEBRUARY 20, 2020 - MARCH 4, 2020	3,310,630.02
MUNICIPAL COURT ACCOUNT CHECK RUN FOR FEBRUARY 15, 2020 - FEBRUARY 28, 2020	8,607.50
<b>TOTAL: \$</b>	<b><u><u>3,319,237.52</u></u></b>

**GENERAL FUND**

GREAT FALLS HOUSING AUTHORITY	USBC CREDIT DISBURSEMENT	16,557.64
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**POLICE**

DEFENSE SOLUTIONS GROUP, INC	FIREARM SUPPLIES	13,781.72
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**SPECIAL REVENUE FUND**

**HIDTA SPECIAL REVENUE**

PETRINI	RELEASE OF SEIZED PROPERTY	26,000.00
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**PERMITS**

TYLER TECHNOLOGIES INC	PCD SOFTWARE CONTRACT	140,059.41
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**CENTRAL MONTANA AG TECH PARK TID**

MRTE INC	OF 1658.1 CMATP TIF PHASE 3 STORM DRAIN	158,970.50
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**ENTERPRISE FUNDS**

**WATER**

THATCHER CO OF MONTANA	CHEMICALS	5,531.78
STATE OF MONTANA	1% TAX OF 1637.1 WTP FILTRATION IMPROVEMENTS	6,277.50
K & V FAMILY PROPERTIES, LLC	OF 1732.22 25TH ST BEEHIVE HOME DEVELOPMENT	6,939.45
AE2S INC	OF 1637.1 WTP FILTRATION IMPROVEMENTS	52,561.13

**ENTERPRISE FUNDS (CONT.)**

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A+ ELECTRIC MOTOR INC	HS 2 RECONDITIONED MOTOR	79,915.00
SLETTEN CONSTRUCTION CO	OF 1637.1 WTP FILTRATION IMPROVMENTS	621,472.50
<b>SEWER</b>		
VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	247,722.79
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
CDM SMITH INC	MPDES PERMIT WWTP MANAGE & ORGANIZE INFO FOR COMPLIANCE	5,431.80
<b>STORM DRAIN</b>		
VEOLIA WATER NORTH AMERICA	BREAKER UPGRADE AT MDT STATION 3	6,852.69
PRAIRIE KRAFT SPECIALTIES LLC	LAND LEASE ANNUAL PMT FOR 2020	8,477.00
<b>911 DISPATCH CENTER</b>		
CENTURYLINK	FEBRUARY 2020 DISPATCH CHARGES	5,844.58
<b>PARKING</b>		
STANDARD PARKING CORPORATION	DECEMBER 2019 PARKING CONTRACT	31,439.12
STANDARD PARKING CORPORATION	JANUARY 2020 PARKING CONTRACT	36,093.11
<b>CIVIC CENTER EVENTS</b>		
GREAT FALLS COMMUNITY CONCERT ASSOCIATION	BEACH BOYS SETTLEMENT	12,507.42
LA JOLLA BOOKING AGENCY	BEATLES VS STONES CONCERT PAYOUT	15,444.49
<b>INTERNAL SERVICES FUND</b>		
<b>HEALTH &amp; BENEFITS</b>		
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	INSURANCE DEDUCTIBLES AND PREMIUM	857,490.05
<b>HUMAN RESOURCES</b>		
TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES (SPLIT AMONG FUNDS)	13,419.89
<b>INSURANCE &amp; SAFETY</b>		
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	MONTHLY DEDUCTIBLE PAYMENTS	13,083.09
<b>FINANCE</b>		
TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES (SPLIT AMONG FUNDS)	2,042.38
<b>INFORMATION TECHNOLOGY</b>		
EMERGENCY REPORTING	ANNUAL SUBSCRIPTION CHARGES	10,616.00
<b>CENTRAL GARAGE</b>		
MOUNTAIN VIEW CO-OP	FUEL	20,938.85
BISON MOTOR CO	POLICE HYBRID SUV	39,602.70

**TRUST AND AGENCY**

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**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	45,061.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	10,079.81
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	54,105.82
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	66,169.82
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	123,876.75
US BANK	FEDERAL TAXES, FICA & MEDICARE	189,439.70
AFLAC	EMPLOYEE CONTRIBUTIONS	9,447.35
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	23,287.25
WESTERN CONF OF TEAMSTERS	EMPLOYEE CONTRIBUTIONS	15,649.52
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	24,553.70
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	25,902.06

**UTILITY BILLS**

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NORTHWESTERN ENERGY	JANUARY 2020 WATERPLANT CHARGES	9,591.05
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**CLAIMS OVER \$5000 TOTAL:** \$ 3,064,736.42

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: March 17, 2020**

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

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

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

**MAYOR’S SIGNATURE:** \_\_\_\_\_

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	City Commission	Gregory T. Doyon	03/24/2020-03/24/2023	\$161,569	Ratification of Employment Agreement – City Manager (CR: 030320SCCM)
<b>B</b>	Park and Recreation	Doctor Lawn (Jeffrey Fliginger)	03/17/2020-04/01/2020	\$4,275	Ratification of Agreement to remove five diseased trees to ground level: Tag #2-02, 1404 6 <sup>th</sup> Ave N; Tag #3-04, 2017 7 <sup>th</sup> Ave N; Tag #6-04, 509 10 <sup>th</sup> St S; Tag #16-04, 2027 7 <sup>th</sup> Ave S; and Tag #17-2, 2929 3 <sup>rd</sup> Ave S
<b>C</b>	Great Falls Police Department	Big Sky Select Properties, LLC (formerly leased from Tiger Springs Properties)	04/01/2020-03/31/2021	\$3,141.52/mo Total: \$37,698.24/yr	Lease Agreement for High Intensity Drug Trafficking Area (HIDTA) Task Force



<b>D</b>	Planning and Community Development	Montana State Historic Preservation Office, Montana Historical Society	04/01/2020-03/31/2021	Grant Funds – not to exceed \$6,000 \$46,073.78-City \$25,000-County \$10,659.26-Non-Profit	State of Montana Agreement MT-20-017 to maintain an active Historic Preservation Commission, designate a Historic Preservation Officer, and carry out the responsibilities for Certified Local Government program status (CR: 021820.9B)
<b>E</b>	Planning and Community Development	Park and Recreation Department	03/17/2020-06/30/2020	\$50,000	2019/2020 Community Development Block Grant Agreement to install a large concrete pad to provide the base for installation of outdoor fitness equipment within Gibson Park, Grantee City ID #CD722005 & Federal Entity ID #B-19-MC-30-002 (CR 060419.18)
<b>F</b>	Public Works/ Environmental	University of Providence	Permanent	N/A	Maintenance Agreement for University of Providence – University Center (Plat 2018-34) for a Private Stormwater Treatment System located at Lincoln Heights Addition, in S18, T20N, RO4 E, Lot A2A of AM Plat 2018-34, Cascade County, Montana, to maintain stormwater Best Management Practice (BMP's) for a private stormwater treatment system associated with improvements for the University of Providence - University Center

G	Public Works/ Environmental	JJBCK, LLC	Permanent	N/A	Maintenance Agreement for Ace Hardware (Lots 1A and 6A of Plat P-2018-0000011) - Private Stormwater Treatment System located at Sunrise Homes Add No 3, S08, T20N, R04E, Block005, Lot 1A, & Lot 6A of AM Plat 2018-11, Cascade County, Montana, to maintain storm water Best Management Practice (BMP's) for a private stormwater treatment system associated with improvements for Ace Hardware located at 3527 10 <sup>th</sup> Avenue South
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**COMMUNICATION TO THE CITY COMMISSION**

**DATE: March 17, 2020**

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

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

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

**MAYOR’S SIGNATURE:** \_\_\_\_\_

**GRANTS**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>GRANT AMOUNT REQUESTED</b>	<b>CITY MATCH</b>	<b>PURPOSE</b>
<b>A</b>	Great Falls Fire Rescue	5-5-5 Fire Fitness Org.	Current	\$5,000	NA	Strength is our Foundation Grant application to replace workout equipment
<b>B</b>	Public Works/ Environmental	NewFields	06/2020- 10/2020	\$49,975	NA	DNRC Planning Grant Application - 10 <sup>th</sup> Street Complex -Bioavailability Testing and Risk-Based Cleanup Levels



**Item:** Purchase of One New 2020 Water Truck Chassis  
**From:** Doug Alm, Vehicle Maintenance Manager  
**Initiated By:** Public Works Department  
**Presented By:** Jim Rearden, Public Works Director  
**Action Requested:** Approve Purchase

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### **Suggested Motion**

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of one new 2020 - 348 Peterbilt water truck chassis from Montana Peterbilt of Missoula through Sourcewell, formerly known as NJPA, for \$106,484.”

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

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**Staff Recommendation:** Staff recommends that the City Commission approve the purchase of one new 2020 - 348 Peterbilt water truck chassis from Montana Peterbilt of Missoula for a total of \$106,484.

### **Background:**

#### Purpose

This unit will be used in the Street Division for street sweeping and alley grading.

#### 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.

#### Conclusion

The bid specifications from Sourcewell meet specifications for the water truck chassis.

**Fiscal Impact:** Funds for this unscheduled purchase will come from an MMIA indemnity claim. The existing water truck is a 2004 T300 Kenworth: Unit #835, VIN # 3BKMLZ9X24F066043. This water truck was severely damaged in a structure fire at the Public Works Complex on February 26, 2019.

The original tank was purchased from Normont in 2016 for \$26,450.00. The cost of a new 2020 tank is \$32,605.00. Normont will be removing the damaged water tank, reconditioning and reinstalling on the new chassis for \$13,485.00. This is a savings of \$19,120. The Kenworth salvage will be sold later through the auction process. MMIA will be paying for the tank repairs and swap to the new chassis of \$13,485. The indemnity payment from MMIA is \$49,500. The \$25,000 deductible was incurred when a motor grader was replaced from results of the same fire. The remaining balance of \$56,984 will be covered by the ERS (Equipment Revolving Schedule) in Central Garage.

**Alternatives:** The City Commission could vote to reject the purchase of one new 2020 water truck chassis.

**Attachments/Exhibits:**

Sourcewell Contract Acceptance and Award – Montana Peterbilt

Montana Peterbilt – Quote 348

MMIA Insurance Payment Information

Normont – Invoice Water Tank Swap

Normont – 2020 Water Tank Quote

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)


NJPA Contract #: 081716-PMC

Proposer's full legal name: Peterbilt Motors Company

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be November 15, 2016 and will expire on November 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on November 15, 2016

NJPA Contract # 081716-PMC

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Robert P Woodall - Peterbilt Motors Company

Authorized Signatory's Title Asst General Mgr - Sales & Marketing

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Robert P. Woodall  
(NAME PRINTED OR TYPED)

Executed on \_\_\_\_\_, 20\_\_

NJPA Contract # 081716-PMC



## Peterbilt Motors Company

SOURCEWELL CONTRACT #081-716-PMC

Montana Peterbilt	2/06/	City of Great Falls
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<b>PETERBILT MODEL</b>	348
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<b>CHASSIS #</b>	
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CAB & CHASSIS LIST PRICE	\$157,848
SOURCEWELL DISCOUNT %	32.54%
SOURCEWELL DISCOUNT \$	\$51,364
CAB & CHASSIS PRICE	\$106,484

PETERBILT MODEL	SOURCEWELL DISCOUNT
220	22.33%
325	27.29%
337	29.59%
348	32.54%
365	40.76%
367	41.04%
567	41.06%
579	39.92%
389	40.75%
320	41.24%
520	41.32%

<b>TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES</b>	
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TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES	\$106,484
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**Notes:**

## Debbie Kimball

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**From:** Doug Alm  
**Sent:** Friday, January 17, 2020 1:31 PM  
**To:** Debbie Kimball  
**Subject:** FW: 2004 Kenworth - PR2019004252  
**Attachments:** Bouma Truck Sales.pdf

**From:** Mark Gauthier <mgauthier@mmia.net>  
**Sent:** Friday, December 27, 2019 2:28 PM  
**To:** Doug Alm <dalm@greatfallsmt.net>  
**Cc:** Ken Jorgensen <kjorgensen@greatfallsmt.net>  
**Subject:** 2004 Kenworth - PR2019004252

Hi Doug,

Did you and Kenny get together to discuss how you want to proceed forward with the water truck. The following are the options available.

1. Repair: Used cab/chassis + cost to transfer water tank
  - a. City needs to obtain estimate to transfer water tank to used cab/chassis, unless performed in house.

2. Apply repair cost to purchase of a different water truck.

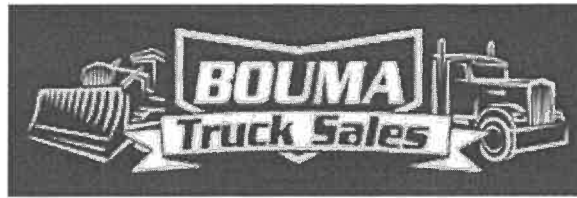
The City retains the Kenworth salvage given the repair does not appear to exceed replacement value.

Mark Gauthier, AIC  
Senior Liability/Property Claims Adjuster  
Montana Municipal Interlocal Authority  
P.O. Box 6669  
Helena, MT 59604  
(800) 635-3089, Ext. 117

**MONTANA MUNICIPAL INTERLOCAL AUTHORITY**  
*"The Insurance Alternative"*

Do Not read, copy or disseminate this communication unless you are the intended addressee. This email communication contains confidential and/or privileged information intended only for the addressee. If you have received this communication in error, please call us at 1-800-635-3089 and ask to speak to the sender of the communication. Also, please email the sender and notify the sender immediately that you have received the communication in error





## 2006 PETERBILT 357 For Sale In Great Falls & Choteau, Montana



**For Sale Price: \$49,500**

### Contact Information

#### **BOUMA TRUCK SALES**

📍 Great Falls & Choteau, Montana 59422

📞 Phone: (406) 982-7088

📞 **Contact: Ask For Truck Sales**



### Description

NEW 3800 GALLON WATER TANK, PTO & SPRAY NOZZLES, CAT C9 ENGINE, ALLISON TRANSMISSION  
 159" CAB TO TRUNION,  
 234" CAB TO END OF FRAME

### Specifications

<b>Quantity</b>	1	<b>Stock Number</b>	BTS3758
<b>Year</b>	2006	<b>Manufacturer</b>	PETERBILT
<b>Model</b>	357	<b>Condition</b>	Used
<b>A/C</b>	Yes	<b>Number of Rear Axles</b>	Tandem
<b>Color</b>	White	<b>Composition</b>	Steel
<b>Differential Lock</b>	Yes	<b>State DOT</b>	Yes
<b>Drive</b>	6x4	<b>Drive Side</b>	Left Hand Drive
<b>Engine Manufacturer</b>	Caterpillar	<b>Engine Displacement</b>	8.8 l
<b>Engine Type</b>	C9	<b>Front Axle Weight</b>	22,000 lb
<b>Fuel Type</b>	Diesel	<b>Capacity</b>	3,800 gal

<b>Horsepower</b>	335	<b>Odometer</b>	Accurate / Verified
<b>Mileage</b>	179,625 mi	<b>Rear Axle Weight</b>	46,000 lb
<b>Suspension</b>	Rubber Block	<b>Tires</b>	22.5
<b>Transmission</b>	Automatic	<b>Turbo</b>	Yes
<b>Wet Kit</b>	Yes	<b>Wheelbase</b>	240 in
<b>VIN</b>	1NP-ALFOX-0-6N633758	<b>Wheels</b>	All Steel
<b>Engine Brake</b>	No	<b>Insulated</b>	No



**Quotation**  
2/18/2020

**Customer:** City of Great Falls  
Doug Alm  
1025 25th Ave NE.  
Great Falls, MT 59404

**Quote Number:** 406490  
**Salesperson:** Luke Stewart  
**Office:** 406-453-4344  
**Cell:** 406-750-3793

**Phone:** (406) 771-1401  
**Email:** dalm@greatfallsmt.net

lstewart@nmeqco.com

Quantity	Description	Unit Price	Total
1	Remove existing 3,000 gallon truck mounted water tank and components as follows: <ul style="list-style-type: none"> <li>- Tank assembly and frame mounts</li> <li>- Front bumper spray bar and plumbing</li> <li>- Rear frame mounted spray bar and plumbing</li> <li>- Frame mount side spray assembly</li> <li>- Cab mounted control console and air lines</li> <li>- Hydraulic reservoir and hydraulic plumbing</li> <li>- Hydraulic pump from PTO</li> <li>- Mud flaps</li> <li>- (2) frame mounted toolboxes</li> </ul>		
1	Prep water tank for paint as follows: <ul style="list-style-type: none"> <li>- Remove water pump, hose reel, and misc. components from rear deck before painting</li> <li>- Top mounted strobe lights</li> <li>- S/T/T lights</li> <li>- Markers lights</li> <li>- All wiring to each</li> <li>- Exterior of tank to be washed, prepped and painted white</li> </ul>		
1	Install the following: <ul style="list-style-type: none"> <li>- 3,000 gallon water tank and frame mounts</li> <li>- Front spray bar modified to fit new chassis</li> <li>- Drivers side spray nozzle assembly</li> <li>- Rear frame mounted spray bar</li> <li>- Hydraulic oil reservoir</li> <li>- New PTO for Allison automatic transmission</li> <li>- Hydraulic pump and plumbing</li> <li>- (2) frame mounted toolboxes</li> <li>- Cab mounted control console and airline plumbing</li> <li>- (2) New Whelen LED strobe lights</li> <li>- New LED marker lights</li> <li>- New site gauges</li> <li>- All components wired and/or plumbed accordingly</li> <li>- Mud flaps behind rear axle</li> <li>- 7-way plug and socket for tank-to-chassis wiring</li> <li>- Wiring from 12 V hose reel to chassis batteries</li> </ul>		
1	Passenger side spray installed with inline water valve and duck bill spray nozzle with switch mounted in control console		



**Quotation  
2/18/2020**

Quantity	Description	Unit Price	Total
1	Fabricate rear storage box in truck frame rail under water tank deck - Expanded metal bottom - Rear step for accessing tank deck components - Painted black		
<b>Quote Total:</b>			<b>\$13,485.00</b>

<i>Authorized By:</i>	
<i>Date:</i>	
<i>P.O. number:</i>	

Quote is good for 30 days - Prices do not include sales tax, **F.E.T.**, or any applicable fees - **F.O.B. Black Eagle, MT**

# Normont EQUIPMENT CO.

**Customer:** City of Great Falls  
 Doug Alm  
 1025 25<sup>th</sup> Ave NE.  
 Great Falls, MT 59404

**Quote Number:** 406494  
**Salesperson:** Luke Stewart  
**Office:** 406-453-4344  
**Cell:** 406-750-3793

**Phone:** (406) 771-1401  
**Email:** dalm@greatfallsmt.net

lstewart@nmeqco.com

Quantity	Description	Unit Price	Total
1	2020 3,000 gallon drop on water tank system as follows: <ul style="list-style-type: none"> <li>- 15' long</li> <li>- 3/16" A36 steel skin</li> <li>- 1/4" A36 steel sub-frame</li> <li>- Rubber padded perma slat cushions between truck frame and tank sub-frames</li> <li>- Anti-skid ladder installed at rear of tank</li> <li>- (2) lift eyes for tank removal</li> <li>- 2.5" hydrant fill with anti-siphon device and 15' of fill hose with NFT fitting</li> <li>- 24" x 24" manhole (lid not included) tank with rear platform</li> <li>- Berkeley 3" x 4" water pump with hydraulic motor adapter</li> <li>- Hydraulic motor matched to customers hydraulic system</li> <li>- Water pump, spray bar, and components mounted on rear tank platform</li> <li>- Inlet sump in bottom of tank</li> <li>- Hydraulic lines through tank</li> <li>- Rear spray bar with (2) air open/spring close adjustable spray heads</li> <li>- Side spray installed with inline water valve and duck bill spray nozzle</li> <li>- Front spray bar kit (in kit form) with (2) air open/spring close adjustable spray heads</li> <li>- Steel rear fenders installed before powder coat (Chassis cab/trunnion measurement required at time of order for correct placement)</li> <li>- Bolt on style frame tie down kit</li> <li>- (2) sight tubes; 1 at front and 1 at rear</li> <li>- Mud flaps for in front of and behind rear axles</li> <li>- S/T/T lights with harness to connect to</li> </ul>		
1	Tank powder coated white in lieu of paint		
1	Interior of tank to be <b>sand blasted</b> to remove mill scale before being coated with 2-part epoxy liner		
1	Reel Craft 12 volt electric rewind hose reel with 50' of 1.5" hose and adjustable spray nozzle		
		<b>Quote Total:</b>	<b>\$32,605.00</b>



**Item:** Approval of a Community Development Block Grant (CDBG) Funding Agreement for the Gibson Park and Elks Riverside Park Trail Project

**From:** Planning and Community Development

**Initiated By:** Park and Recreation Department

**Presented By:** Craig Raymond, Director

**Action Requested:** Approval of CDBG Funding Agreement in the amount of \$137,500

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the CDBG Funding Agreement in the amount of \$137,500 to the Park and Recreation Department for the Gibson Park and Elks Riverside Park trail project.”

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

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**Staff Recommendation:** Staff recommends approval of the requested CDBG Funding Agreement.

**Summary:** The Park and Recreation Department has submitted a request for \$137,500 of CDBG funds to supplement Park District funding to restore the existing trail facility located in Gibson Park as well as remove and replace the existing trail facility located in Elks Riverside Park. The portion of the project within Gibson Park will include trail restoration with four (4) inch thick asphalt, curb and gutter removal and replacement, a small section of concrete sidewalk, and additional landscaping. The section within Elks Riverside Park will include removal of the existing trail, replacement with five (5) inch thick concrete or asphalt surfacing (depending on cost), a small amount of trail realignment, and some grade and seeding work.

The proposed project was evaluated by CDBG Program staff for funding eligibility as well as evaluated by the City Staff Grant Committee. The proposal is in compliance with all program requirements because it serves a nearby Low to Moderate Income population. Additionally, it falls within the eligible funding category of Public Facilities and Improvements.

**Fiscal Impact:** At the time of grant application, the total project cost was estimated to be \$546,000. CDBG funds are projected to cover 25 percent of the project expenses while Park District funds will cover the remaining 75 percent. There are sufficient funds within the CDBG program budget to fund the applicant’s request, and no other pending application is affected by the request. Most importantly, the

use of Federal funds will preserve additional Park District funds to address other Park and Recreation program needs.

**Alternatives:** If the Commission were to reject the proposed funding agreement, it would require the Park and Recreation Department to consider using either general funds or Park District funds to cover the additional cost of the trail project.

**Concurrences:** Staff from Planning and Community Development have coordinated with both the Park and Recreation Department and Public Works Department on this funding agreement.

**Attachments/Exhibits:**

2018/2019 Community Development Block Grant Funding Agreement

**2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BY AND BETWEEN  
THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT AND THE  
PARK AND RECREATION DEPARTMENT**

The Park and Recreation Department, hereinafter referred to as the "Grantee," hereby enters into this Agreement with the Planning and Community Development Department, hereinafter referred to as the "City" on this 17th day of March, 2020. Both entities are departments of the City of Great Falls, a municipal Corporation of the State of Montana

**SECTION 1 – PROJECT DESCRIPTION**

The Grantee has approved of, and hereby agrees to, the following project description, program budget and tentative activity schedule:

- A. The Grantee (Grantee City ID #CD722004) has been awarded as a subrecipient of the City with the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) (Federal Entity ID #B-19-MC-30-002) in the amount of \$137,500. The FY19 CDBG was awarded to the City of Great Falls by HUD on July 3, 2019.
- B. Personnel assigned to scope of work includes: Patty Rearden  
Contact Information: P.O. Box 5021 Great Falls, MT 59403  
406-771-1265  
prearden@greatfallsmt.net
- C. This project scope is for restoration of the trail located in Gibson Park which is currently in very poor shape, and to remove and replace the trail in Elks Riverside Park, which is severely deteriorated. The project will include restoring the Gibson Park Trail with 4" thick asphalt, and will include curb and gutter removal and replacement, a small amount of concrete sidewalk, and miscellaneous landscaping. Elks Riverside Trail will include removal of the existing trail and replacing it with 5" thick concrete (asphalt to be bid as an alternate). It will also include a minimal amount of realignment and some grade work to prepare to edges for seed. The improvements will be implemented during the time period of March 17, 2020 to June 30, 2020.
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Private non-profit agencies will not be funded for staff salaries, benefits; office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to August 30, 2020. Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by July 31, 2020.



Refer to 24 CFR 570.503 regarding Scope of Work, Time of Performance, and budget documentation.

**NATIONAL OBJECTIVE**

The CDBG national objective most pertinent to the proposed project is to provide for the expansion and improvement of the quality and quantity of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities

Determination of eligibility is fully described in 24 CFR 570.200 through 24 CFR 570.209.

The project will address the national objective by providing safe and usable trail facilities for the LMI Area in which the walking trails are located, Gibson Park and Elks Riverside Park.

**SECTION 2 – GENERAL CONDITIONS**

**A. GENERAL COMPLIANCE:**

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570. These are the HUD regulations concerning the CDBG program. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. Additionally all regulations under 2 CFR 200 apply.

**B. INDEMNIFICATION:**

The Grantee and/or its Contractors and Subcontractors shall fully indemnify, defend, and save the City of Great Falls, the Great Falls Planning and Community Development Department, and their agents and employees harmless from and against all claims, damages, losses and expenses, including attorney fees arising out of, or related to, the Grantee's performance of the work, provided that any such claim, damage, loss, or expense.

**C. SUSPENSION/TERMINATION/REIMBURSEMENT:**

The Grantee agrees that suspension or termination of this project may occur if the Grantee materially fails to comply with any term of this Agreement, or any rules, regulations or provisions referred to herein, and that this grant may be terminated by the City for convenience. These conditions are fully described below in 2 CFR 200.338 and 2 CFR 200.339.

**1. 2 CFR 200.338 Remedies for Noncompliance**

a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- i. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate the Federal award.
- iv. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- v. Withhold further Federal awards for the project or program.
- vi. Take other remedies that may be legally available.

2. 2 CFR 200.339 Termination

a. The Federal award may be terminated in whole or in part as follows:

1. By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
2. By the Federal awarding agency or pass-through entity for cause;
3. By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
4. By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the

reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

- b. When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).
  1. The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either –
    - i. Has exhausted its opportunities to object or challenge the decision, see § 200.341 Opportunities to object, hearings and appeals; or
    - ii. Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
  2. If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
    - i. Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
    - ii. Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
  3. Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding

agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

- c. When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

D. REVERSION OF ASSETS:

1. Upon final payment by the City, the Grantee agrees that any unspent funds shall no longer be obligated by the City to the Grantee.
2. The Grantee agrees to the following:
  - a. It will strive to deliver the kinds of services to the types of beneficiaries that will enable it to always meet at least one of the national objectives of the CDBG program referred to in *24 CFR 570.208*. This stipulation is in effect for five years from the date of issuance of the final payment by the City for this activity;
  - b. If at any time during these five years the Grantee is no longer conducting a program or programs that are CDBG eligible, the Grantee agrees to return all furnishings, equipment, or personal property that was paid for by CDBG funds, or reimburse the City in the amount that is equal to the value;
  - c. This agreement shall comply with the requirements specified in *24 CFR 570.503(b)(7)*; and
  - d. If any furnishings, equipment or personal property (under the above the criteria) are no longer in control or possession of the Grantee, said Grantee agrees to reimburse the City in the amount that is equal to the furnishing, equipment, or personal property value at the time of the purchase, and that the City may use any legal means necessary to obtain restitution for these items from the Grantee.

E. TERM OF THE AGREEMENT:

1. The term of this Agreement with the exception of Section 2-D above shall expire when the final payment is made or on June 30, 2019, whichever is later.
2. The term of the Agreement pertaining to Section 2-D shall expire only when the applicable criteria are met by the Grantee and accepted by the City.

F. PUBLICATIONS:

In all documents referencing the CDBG Project the Grantee agrees to insert the following language, to the fullest extent possible, and submit a copy to the City: “-funded by the City of Great Falls CDBG Program.”

**SECTION 3 – ADMINISTRATION REQUIREMENTS**

A. FINANCIAL MANAGEMENT:

1. The Grantee agrees to provide the City with the following documents (if applicable) before any funds are disbursed by the City:
  - a. This signed Community Development Block Grant Agreement;
  - b. Grantee’s Articles of Incorporation;
  - c. Grantee’s tax-exempt status certification;
  - d. Grantee’s by-laws or other such operational information;
  - e. Any other pertinent information which the City requests; and
  - f. Any Grantee lease agreements.
2. The Grantee shall comply with the current requirements and standards, in effect to the date of this agreement, of 2 CFR, Part 200 and containing reference to 2 CFR, Part 230, “Cost Principles for Non-Profit Organizations” or 2 CFR, Part 220, “Cost Principles for Educational Institutions,” as applicable, and with the following Attachments to 2 CFR, Part 215:
  - (1) “Financial Reporting”;
  - (2) “Bonding and Insurance”;
  - (3) “Retention and Custodial Requirements for Records”;
  - (4) “Standards for Financial Management Systems”;
  - (5) “Monitoring and Reporting Program Performance”;
  - (6) “Property Management Standards”; and
  - (7) “Procurement Standards”.

B. DOCUMENTATION AND RECORD-KEEPING:

1. The Grantee agrees to maintain all records required by the Federal regulation specified in 24 CFR Part 570.506, which are pertinent to the

activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - d. Financial records as required by *24 CFR Part 570.502*, and *2 CFR Part 200*; and
  - e. Other records necessary to document compliance with Subpart K of *24 CFR 570*.
2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of five (5) years after the termination of all activities funded under this Agreement.
  3. The Grantee shall maintain grant beneficiary information, as requested by the City which will include client eligibility for services, and client ethnicity. The Grantee agrees to provide the City all non-duplicated information required. This report is due, upon request of funds or, if not applicable, on or before July 31, 2020, and will cover the period from May 7, 2019 through June 30, 2020 unless otherwise specified by the City.
  4. The Grantee understands that certain client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and other personal information shall be kept under lock and key by the Grantee.
  5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall confirm with the "changes in use" restrictions specified in *24 CFR Parts 570.503 (b)(7)*, as applicable.
  6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or HUD, at any time during normal business hours, as often as the City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after the Audit Report. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

7. At the City's discretion, the City may monitor the Grantee on-site to review all Grantee records with respect to any matters covered by this Agreement. A fifteen (15) day notice of an on-site monitoring will be provided and in accordance with 24 CFR 570 Part 570.502(b)(vii). On-site monitoring of the Grantee will be conducted less frequently than quarterly and more frequently than annually.
8. Under the conditions of 24 CFR 570.508, public access to program records shall be provided to citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality, notwithstanding 2 CFR 200.337.

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income  
The Grantee agrees that this CDBG activity, as proposed, generates no program income as defined in 24 CFR 570.500(a) and therefore, the requirements of 24 CFR 570.504 are not applicable to this project. This paragraph does not nullify any of the requirements described in Section 2-D of this Agreement.
2. Payment Procedures  
The City will pay to the Grantee/Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget, and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee. Final invoices must be received by City no later than 15 days after the end of the contract to be eligible for payment, unless an extension is given by the City.
3. Progress Reports  
The Grantee shall submit regular progress reports to the City in the form, content, and frequency as required by the City.

D. PROCUREMENT:

1. Federal Standards  
The Grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 215.40, Procurement Standards.
2. Compliance

The Grantee agrees to comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided therein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

E. OTHER PROGRAM REQUIREMENTS:

1. The Grantee shall carry out the activities under this contract in compliance with all Federal laws and regulations as described in *24 CFR 570 Subpart K*:
  - (1) 570.600, General;
  - (2) 570.601, Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063; 99;
  - (3) 570.602, Section 109 of the Act;
  - (4) 570.603, Labor Standards;
  - (5) 570.604, Environmental Standards;
  - (6) 570.605, National Flood Insurance Program;
  - (7) 570.606, Displacement, Relocation, Acquisition, and Replacement of Housing;
  - (8) 570.607, Employment and Contracting Opportunities;
  - (9) 570.608, Lead-Based Paint;
  - (10) 570.609, Use of Debarred, Suspended or Ineligible Contractors or Subrecipients;
  - (11) 570.610, Uniform Administrative Requirements and Cost Principles;
  - (12) 570.611, Conflict of Interest;
  - (13) 570.612, Executive Order 12372; and
  - (14) 570.613, Eligibility Restrictions for Certain Resident Aliens;
  - (15) 570.614, Architectural Barriers Act and the Americans with Disabilities Act; and except that:
    - (i) The Grantee does not assume the City's environmental responsibilities described in 570.604; and
    - (ii) The Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

A. CIVIL RIGHTS :

1. Compliance  
The Grantee agrees to comply with all local and state civil right ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the



Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375 and 12086, Fair Housing Act including the Affirmatively Furthering Fair Housing amendment, and HUD Final Rule dated July 16, 2015 .

2. Nondiscrimination

The Grantee will not discriminate against any employee or applicant for employment, because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination.

B. AFFIRMATIVE ACTION:

1. W/MBE

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

2. Access to Records

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

3. EEO Statement

The Grantee will, in all solicitations or advertisements for employees and/or contractors placed by or on behalf of the Grantee, state that it is an Equal Opportunity Employer under the provisions of 24 CFR 570.607(a).

4. Subcontract Provisions

The Grantee will include the provisions of the above paragraphs regarding Civil Rights and Affirmative Action in every subcontract, so that such provisions will be binding upon each of its own subrecipients or subcontractors. City will monitor all subcontracts/agreements to verify that Grantee is in compliance.

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

- a. This requirement applies for all contractors engaged under contracts in excess of \$2,000 and shall apply to residential properties only if such property contains no less than 8 units; for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract. The Grantee shall maintain and obtain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of the paragraph.

2. Section 3 Clause

The Grantee affirms that to the maximum extent possible it will employ local (Section 3) contractors on any projects using CDBG funds (under the provisions of 24 CFR 135).

All Section 3 covered contracts shall include the following terms (referred to as the Section 3 clause):

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3, is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the

contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees, and applicants for training and employment positions, can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- e. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- f. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that, to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

D. CONDUCT:

1. Assignability

The Grantee shall not assign this contract or any of the payments that become due without the written consent of the City.

2. Subcontracts

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such an agreement.

- a. The City will monitor all subcontracted services to assure contract compliance.
- b. The Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- c. The Grantee shall undertake procedures to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of contracts and subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Conflict of Interest

Except for approved administrative and/or personnel costs, no person having responsibilities dealing with CDBG assisted activities may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement, either for themselves or their family, during their tenure or for one year thereafter. In its entirety:

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

(1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318, shall apply.

(2) In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

4. Religious Organization

The Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in *24 CFR 570.200(j)*. The Grantee hereby certifies that none of the beneficiaries of its activities or services are based upon any religious preference.

5. Political Activities and Lobbying

The Grantee agrees that under *24 CFR 507.207*, the following activities will not be assisted with CDBG funds:

- a. Buildings or portions thereof, used for the general conduct of government as defined at § 570.3(d);
- b. General government expenses; and
- c. Political activities.

- d. The Grantee certifies, to the best of his or her knowledge and belief, that:
- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
  - (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
  - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to penalty as authorized by section 1352, Title 31, U.S. Code.

APPROVED BY: THE CITY OF GREAT FALLS:

\_\_\_\_\_  
Gregory T. Doyon, City Manager

DATE: \_\_\_\_\_

ATTEST:  
(Seal of the City)

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Lisa Kunz, City Clerk

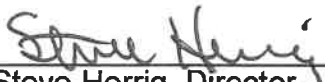
APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney\*

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

APPROVED BY: Park and Recreation Department

  
\_\_\_\_\_  
Steve Herrig, Director





**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Change Order No. 2: Public Works Facility Improvements - Central Garage, Streets and Sanitation Buildings - Siding and Windows - O.F. 1733.5

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Approve Change Order No. 2

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Change Order No. 2 for the September 2019 amended bid work on Equipment Storage Building Number 1 project, plus required additional electrical and structural work, to James Talcott Construction, Inc. for the Public Works Facility Improvements - Central Garage, Streets and Sanitation Buildings Siding & Windows and authorize the City Manager to execute the agreements.”

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

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**Staff Recommendation:** Approve Change Order No. 2

**Background:** On August 6, 2019, James Talcott Construction was awarded a contract in the amount of \$602,000.00 to install an exterior insulation finishing system (EIFS) and replace windows in the Central Garage/Shops, Street and Sanitation Building to replace a deteriorated exterior finish, improve energy efficiency and improve the visual aesthetics of the buildings.

Change Order No. 1 in the amount of \$5,827.17 was approved on December 3, 2019 which added additional flashing and fascia header to provide a better interface with the new roofing system being concurrently installed under another contract. Change Order No. 1 changed the total contract amount to \$607,827.17

In February 2019, Equipment Storage Building No. 1, which was not part of the work in this project, sustained substantial damage from a fire that originated and spread from an electrical short in a motor grader stored in the building. In order to expedite the repair of Building No. 1 to meet the need for heated storage for heavy equipment for the upcoming winter, staff determined the repair work was an emergency situation that

warranted immediate solicitation of bids after the cleanup of the fire debris had been complete. It was decided the best solution to meet this schedule, was to request bids from two building contractors already contracted for building improvements at Public Works at the time. An Amendment of Contract to Allow for the Addition of Construction Project was presented to, and approved by the City Commission on September 3, 2019. The Commission action declared the project an emergency situation under Montana Annotated 7-5-4303, thus waiving public bidding requirements, and also approved an amendment to the existing contract of the contractor submitting the lowest responsible bid. Two bids were received with James Talcott Construction submitting the low bid in the amount of \$179,057.00 and EJ Carpentry submitting the other bid in the amount of \$315,137.00. James Talcott's bid was subsequently amended to include the remedial work for Equipment Building No. 1.

Change Order No. 2 in the total amount of \$181,166.72 includes the cost of the remedial work for Building No. 1. (\$179,057.00) along with the cost of additional electrical and structural work (\$2,109.72) discovered during construction. This change order adjusts the total contract amount to \$788,993.89.

#### Citizen Participation

The additional work does not impact the public's access to Public Works facilities or services.

#### Workload Impacts

The plans and specifications for Building No. 1 were completed by Nelson Architects. Construction phase services are being provided jointly by the City Engineers Office and Nelson Architects. No significant change in the staff or consultant work load is anticipated because of the change order.

#### Project Work Scope

Change Order No. 2 adds Equipment Building No. 1 repair work, which includes removal and replacement of the roofing, siding, insulation, electrical conduits, electrical receptacles, lighting fixtures, unit heaters and exhaust ducts, one of the overhead doors, five overhead door openers, and some of the roof purlins. It also includes recoating of all structural steel beams, columns, purlins, girts, and bracing.

#### Evaluation and Selection Process

Three public bids were received for the original project on July 17, 2019 with the bids ranging from \$602,000.00 to \$860,000.00. James Talcott Construction submitted the low bid and was awarded a contract for that amount on August 6, 2019.

Two emergency bids were received in early September 2019 for the remedial work to Equipment Storage Building No. 1. James Talcott Construction submitted the low emergency bid which is included as part of Change Order No. 2.

#### Conclusion

City staff recommends approving Change Order No. 2 in the amount of \$181,166.72.

**Fiscal Impact:** The project contract amount will increase from \$607,827.17 to \$788,993.89. The Montana Municipal Interlocal Authority will be indemnifying the City for the cost (\$181,166.72) of repairing Equipment Storage Building No. 1. In the interim, Street Funds have been allocated to the project to cover the additional cost associated with Change Order No. 2.

**Alternatives:** The City Commission could vote to deny Change Order No. 2, but it must be noted that the Amendment to James Talcott's contract was already approved.

**Attachments/Exhibits:**

Change Order No. 2

Attachment to Change Order 2

# Change Order No. 2

Date of Issuance: March 17, 2020

Effective Date: March 17, 2020

Project: Public Works Facility Improvements – Central Garage, Streets, & Sanitation Siding & Windows	Owner: City of Great Falls	Owner's Contract No.: O.F. 1733.5
Contract: Public Works Facility Improvements – Central Garage, Streets & Sanitation Siding & Windows	Date of Contract: August 6, 2019	
Contractor: James Talcott Construction, Inc.	Engineer's/Architects Project No.: 15-029	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Increase contract amount by \$181,166.72

Attachments: (List documents supporting change): Attachment to Change Order No. 2

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 602,000.00

[Increase] [Decrease] from previously approved Change

Orders No. N/A to No. N/A:

\$ 5,827.17

Contract Price prior to this Change Order:

\$ 607,827.17

[Increase] [Decrease] of this Change Order:

\$ 181,166.72

Contract Price incorporating this Change Order:

days

\$ 788,993.89

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:

Working days  70 Calendar days

Substantial completion (days or date): 70 Calendar Days

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders

No. N/A to No. : N/A

Substantial completion (days): \_\_\_\_\_  
Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): 70 days

Ready for final payment (days or date): \_\_\_\_\_

**[Increase]** [Decrease] of this Change Order:

Substantial completion (days or date): 0 days

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): 70

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

Date: February 24, 2020

Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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# Change Order

## Instructions

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### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directives must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, and Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

ATTACHMENT TO CHANGE ORDER NO. 2

Public Works Facility Improvements – Central Garage, Streets and Sanitation - Siding & Windows - O.F. 1733.5

Prepared by City Engineers Office

February 24, 2019

**CHANGES IN PROJECT SCOPE/CONTRACT TIME**

**ITEM/JUSTIFICATION/COST/CONTRACT TIME:**

- **Add Public Works Equipment Storage Building Repair – O.F. 1744 work to project work scope.**

**Justification:** In February 2019, Equipment Storage Building No. 1 incurred significant damage from a fire that began in a motor grader and spread throughout the building. The building incurred damage to structural components, roofing system, siding, doors, insulation, electrical and HVAC components of the building. In order to expedite the building repair so the building would be available for heated storage during the winter of 2019/2020, the project was bid on an emergency basis (Approved by City Commission on September 3, 2019). Bids were requested from two contractors who were already contracted for work on other Public Works Department buildings at the time. James Talcott Construction (contractor on this project) submitted the low bid in the amount of \$179,057.00. An Amendment adding this work scope to James Talcott Construction’s exiting contract (this project) was also approved by City Commission on September 3, 2019.

**Cost Increase:           \$179,057.00**

**ITEM/JUSTIFICATION/COST/CONTRACT TIME:**

- **Add additional electrical and structural work to complete Public Works Equipment Storage Building Repair – O.F. 1744**

**Justification:** This work involved relocating electrical receptacles and conduit and repairing structural components that were not identified in original work scope.

**Cost Increase:           \$2,109.72**

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**SUMMARY - CHANGE ORDER NO. 2**

<b>ITEM</b>	<b>COST</b>
<b>Add Public Works Equipment Storage No. 1, Lump Sum</b>	<b>\$179,057.00</b>
<b>Add Electrical and Structural Work</b>	<b>\$2,109.72</b>
<b>Total Increase (Decrease)</b>	<b>\$181,166.72</b>



**Item:** Gibson Park & Elks Park Trail Restoration, OF 1737.2  
**From:** Public Works Department  
**Initiated By:** Park and Recreation Department  
**Presented By:** Steve Herrig, Parks and Recreation Director  
**Action Requested:** Consider Bids and Approve Contract

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (award/not award) the construction contract in the amount of \$478,040.00 to Missouri River Trucking and Excavation Incorporated for the Gibson Park and Elks Park Trail Restoration, 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.

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**Staff Recommendation:**

Approve contract award.

**Summary:**

The 2016 Park and Recreation Master Plan identified \$2.9 million in critical needs, specific to Gibson Park. This project is the second phase of improvements. Improvements to the Gibson Park restroom were completed in the first phase of improvements to the Park. The project will replace a large portion of the asphalt trail loops in Gibson Park and Elks Park, and replace the basketball courts at the North end of Gibson Park. The section of the Gibson Park trail paralleling Park Drive North, and the Elks Park northern trail loop were identified as in need of immediate restoration. The remainder of the trails are in fair condition and resurfacing or repairs are not needed at this time.

The restoration work will update trail ramps and crossings. This project will complement ADA improvements recently completed as part of a Montana Department of Transportation project that improved the Park Drive access to Gibson Park.

In the southernmost section of Elks Park, the existing asphalt trail between the Electric City Skate Park and the Lower River Road crossing will be replaced with concrete trail. In total, the project will restore approximately 10,000 lineal feet of existing trails in Gibson and Elks Riverside Parks.



**Background:**

Significant Impacts

The existing trails and basketball courts are severely cracked and weathered. The Gibson Park and Elks Park trail restorations will provide accessibility and improved functionality to the existing trail system and basketball courts. This trail system provides a route through the parks to different public amenities and natural assets and is used to support community cultural and recreation events. This restoration project will greatly improve the recreational potential of the parks.

Citizen Participation

The Park and Recreation Master Plan was adopted by the City Commission on November 15, 2016. The Master Plan included an intensive public process to assess the needs and wants of the community including town meetings, focus groups, and public surveys. Improvements identified therein were prioritized by the Parks and Recreation staff for replacement or restoration.

The work has been planned in coordination with public recreation events to ensure minimal disturbance to the public during construction. Work will not be allowed to begin in Gibson Park until after the Ice Breaker Road Race is completed.

Workload Impacts

Design phase services were completed by the City Engineering Division. The Engineering Division will also be managing invoice processing and general contract management. The Park and Recreation Department will be coordinating some site grading and landscaping items with the contractor throughout the duration of the project. Park and Recreation Department and Public Works Engineering Division will provide construction management and inspection.

Evaluation and Selection Process

Three bids were received on March 6, 2020 with the bid prices ranging from \$726,890.00 to \$478,040.00. Missouri River Trucking and Excavation, submitted the lowest most responsible bid.

Conclusion

City staff recommends awarding the contract for the Base Bid Schedule I and II and Alternate No.1, Additive No. 1, 2, and 5) to Missouri River Trucking and Excavation Incorporated, in the amount of \$478,040.00.

**Fiscal Impact:**

The attached bid tabulation summarizes bids that were received. Great Falls Park District No.1 funding in the amount of \$340,540.00 and Community Development Block Grant funding in the amount of \$137,500.00 are programmed for the project.

**Attachments/Exhibits:**

- OF 1737.2 - Long Form Bid Tabulation
- OF 1737.2 -Vicinity Map

O.F. 1737.2  
VICINITY MAP



PROJECT LOCATION

Long Form Bid Tab  
 OF 1737.2  
 3/6/2020  
 Engineer: MS

Base Bid Schedule I

Item #	Description of Pay Items	Qty	Unit	Engineers Estimate		Kuglin Construction		United Materials		M.R.T.E Inc.	
				Price	Total	Price	Total	Price	Total	Price	Total
101	Sod	4000	SF	\$2.00	\$8,000.00	\$2.50	\$10,000.00	\$2.15	\$8,600.00	\$2.50	\$10,000.00
102	Concrete Curb and Gutter	225	LF	\$35.00	\$7,875.00	\$48.00	\$10,800.00	\$70.00	\$15,750.00	\$50.00	\$11,250.00
103	4" Concrete Sidewalk 17ft at each crossing	840	SF	\$9.00	\$7,560.00	\$8.00	\$6,720.00	\$10.00	\$8,400.00	\$7.50	\$6,300.00
104	6" Concrete Sidewalk	360	SF	\$12.00	\$4,320.00	\$11.00	\$3,960.00	\$13.25	\$4,770.00	\$10.00	\$3,600.00
105	4" A.C. Pavement	250	SY	\$40.00	\$10,000.00	\$81.00	\$20,250.00	\$66.00	\$16,500.00	\$65.00	\$16,250.00
106	Truncated Domes	4	EA	\$250.00	\$1,000.00	\$300.00	\$1,200.00	\$320.00	\$1,280.00	\$250.00	\$1,000.00
107	Miscellaneous Work	15000	Unit	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00
108	4" A.C. Trail R&R	2600	SY	\$40.00	\$104,000.00	\$85.00	\$221,000.00	\$72.00	\$187,200.00	\$45.00	\$117,000.00
Base Bid Schedule I - Total					<u>\$157,755.00</u>		<u>\$288,930.00</u>		<u>\$257,500.00</u>		<u>\$180,400.00</u>

Base Bid Schedule II

Item #	Description of Pay Items	Qty	Unit	Engineers Estimate		Kuglin Construction		United Materials		M.R.T.E Inc.	
				Price	Total	Price	Total	Price	Total	Price	Total
109	Site Grading	1	LS	\$30,000.00	\$30,000.00	\$48,000.00	\$48,000.00	\$14,400.00	\$14,400.00	\$30,000.00	\$30,000.00
*110	5" Reinforced Concrete Sidewalk	2810	SY	\$99.00	\$278,190.00	\$81.00	\$227,610.00	\$96.50	\$271,165.00	\$129.00	\$362,490.00
107	Miscellaneous Work	15000	Unit	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00
Base Bid Schedule II - Total					<u>\$323,190.00</u>		<u>\$290,610.00</u>		<u>\$300,565.00</u>		<u>\$407,490.00</u>

Base Bid Schedule I & II - Total

					<u>\$480,945.00</u>		<u>\$579,540.00</u>		<u>\$558,065.00</u>		<u>\$587,890.00</u>
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Alternate No. 1

Item #	Description of Pay Items	Qty	Unit	Engineers Estimate		Kuglin Construction		United Materials		M.R.T.E Inc.	
				Price	Total	Price	Total	Price	Total	Price	Total
1	Section #1: 4" AC Trail R&R	2810	SY	\$40.00	\$112,400.00	\$85.00	\$238,850.00	\$66.50	\$186,865.00	\$45.00	\$126,450.00
					<u>\$112,400.00</u>		<u>\$238,850.00</u>		<u>\$186,865.00</u>		<u>\$126,450.00</u>
*Base Bid Schedule I & II + Alternate 1 *- Total					<u>\$315,155.00</u>		<u>\$590,780.00</u>		<u>\$473,765.00</u>		<u>\$351,850.00</u>

\* Equals Base Bid Schedule I & II plus Alternate 1 - Less Item 110.

Additions No. 1-5

Item #	Description of Pay Items	Qty	Unit	Engineers Estimate		Kuglin Construction		United Materials		M.R.T.E Inc.	
				Price	Total	Price	Total	Price	Total	Price	Total
1	3" AC Remove and Replace on Basketball Courts	1000	SY	\$40.00	\$40,000.00	\$75.00	\$75,000.00	\$36.00	\$36,000.00	\$37.00	\$37,000.00
2	Section #2: 4" AC Trail R&R	90	SY	\$40.00	\$3,600.00	\$85.00	\$7,650.00	\$106.00	\$9,540.00	\$45.00	\$4,050.00
3	Section #2: 5" Reinforced Concrete Sidewalk	90	SY	\$99.00	\$8,910.00	\$81.00	\$7,290.00	\$122.00	\$10,980.00	\$129.00	\$11,610.00
4	Section #3: 4" AC Trail R&R	660	SY	\$40.00	\$26,400.00	\$85.00	\$56,100.00	\$85.50	\$56,430.00	\$45.00	\$29,700.00
5	Section #3: 5" Reinforced Concrete Sidewalk	660	SY	\$99.00	\$65,340.00	\$81.00	\$53,460.00	\$104.50	\$68,970.00	\$129.00	\$85,140.00
					<u>\$144,250.00</u>		<u>\$199,500.00</u>		<u>\$181,920.00</u>		<u>\$167,500.00</u>
ADDITION 1,3,5 Total					\$429,405.00		\$726,530.00		\$589,715.00		\$485,600.00
ADDITION 1,2,5 Total					\$424,095.00		\$726,890.00		\$588,275.00		\$478,040.00
ADDITION 1,2,4 Total					\$385,155.00		\$729,530.00		\$575,735.00		\$422,600.00



**Item:** Purchase of Ignition SCADA software  
**From:** Water Treatment Plant  
**Initiated By:** Public Works Department  
**Presented By:** Jim Rearden, Director of Public Works  
**Action Requested:** Approve the agreement with Advanced Engineering and Environmental Services (AE2S)

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) an agreement with Advanced Engineering and Environmental Services (AE2S) for the Water Plant’s Supervisory Control and Data Acquisition (SCADA) Upgrades as outlined in the attached Scope of Services for \$118,391.”

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

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**Staff Recommendation:** Staff recommends that the City Commission approve the Water Plant SCADA Upgrades Agreement in the amount of \$118,391.

**Summary:** A SCADA system is essential in monitoring treatment chemicals and water conditions during water treatment; enabling remote control of treatment equipment; and creating and maintaining precise records as required by the State Department of Environmental Quality.

The Water Plant’s current WonderWare SCADA software is in need of instrument and control integration, as well as software upgrades. Ignition already meets or exceeds current and future SCADA requirements, and does not require specialized training for maintenance and upgrades, unlike WonderWare.

The control servers supporting the current software are also in need of replacement, at an approximate cost of \$27,572.

The initial cost to convert to Ignition software is \$90,819, while upgrading the current WonderWare software would cost approximately \$74,195. The additional cost to convert to Ignition is \$16,624. WonderWare annual support fees, when upgraded, will be approximately \$16,491, while the Ignition

annual support fee is \$5,616. By converting to Ignition, support fee savings the first year would be approximately \$10,875.

In addition to saving thousands of dollars in annual support fees each year, conversion to Ignition would also provide the Plant with local responsive support, familiar with the plant's operation.

The 2020 support fee for WonderWare is paid thru December. This allows continued SCADA software control, monitoring, and reporting while converting to Ignition.

**Fiscal Impact:** Funds from the Water Plant's Building Improvement budget would cover this needed improvement.

**Alternatives:** The Commission could choose to not approve the agreement for purchase. The current WonderWare software for SCADA would still need to be upgraded in order to be compatible with recent plant upgrades and DEQ requirements.

**Attachments/Exhibits:**

Professional Services Agreement

Scope of Services

Sole Source letter

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and Advanced Engineering & Environmental Services, Inc., 4050 Garden View Dr., Ste 200, Grand Forks, ND 58201 hereinafter referred to as “Consultant.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

**1. Purpose:** City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof.

**2. Term of Agreement:** This Agreement is effective upon the date of its execution through December 31, 2020. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party. The parties may extend this agreement in writing prior to its termination.

**3. Scope of Work:** Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services.

**4. Payment:** City agrees to pay One Hundred Eighteen Thousand Three Hundred Ninety One Dollars (\$118,391) for conversion of current WonderWare software to Ignition as outline in the attached Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

**5. Independent Contractor Status:** The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers’ compensation coverage for all members and employees of Consultant’s business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’

compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

**6. Indemnification:** To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant's performance of this Agreement and Consultant's work on the Project or work of any subcontractor or supplier to Consultant.

**7. Insurance:** Consultant shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Consultant will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. 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 Consultant, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Consultant's warranties. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Consultant, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

**Insurance Coverage at least in the following amounts is required:**

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits
5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate

Consultant may provide applicable excess or umbrella coverage to supplement Consultant's existing insurance coverage, if Consultant's existing policy limits do not satisfy the coverage requirements as set forth above.





on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

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

**12. Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

**13. Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

**14. Liaison:** City's designated liaison with Consultant is Wayne Lovelis and Consultant's designated liaison with City is Ross Hanson.

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

**16. Binding:** This Agreement and all of the covenants hereof shall inure to the benefit and be binding upon the City of Great Falls and the Consultant respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Consultant shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.

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

**IN WITNESS WHEREOF**, Consultant and City have caused this Agreement to be executed and intend to be legally bound thereby as of the date set forth below.

**CITY OF GREAT FALLS, MONTANA**

**CONSULTANT**

By \_\_\_\_\_  
Gregory T. Doyon, City Manager

By \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

(Seal of the City)

\_\_\_\_\_  
Lisa Kunz, City Clerk

\* APPROVED AS TO FORM:

By \_\_\_\_\_  
Sara R. Sexe, City Attorney

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

**SCOPE OF SERVICES**  
**WTP SCADA UPGRADES AGREEMENT**  
**CITY OF GREAT FALLS, MONTANA**  
Submitted by: AE2S

Advanced Engineering and Environmental Services, Inc. (AE2S) prepared the following scope for the SCADA Upgrades associated with the Water Treatment Plant (WTP).

**SUMMARY OF PROJECT**

The primary need for this project is the replacement of the control system servers. The WTP control system servers range in age from 3-6 years old, with the primary server being 6 years old. In the past three months, the primary control server has experienced two thermal events which caused the server to shutdown. During the shutdown, the transition from primary to backup server caused a loss in data collection and operational reporting continuity.

In conjunction to replacing the servers, the City also requested AE2S to look at the Human-Machine Interface (HMI) Supervisory Control and Data Acquisition (SCADA) software application and provide a cost comparison to either 1) update and repair issues with the existing HMI-SCADA system or 2) develop a new HMI-SCADA system to minimize annual service/support costs.

Currently, the WTP utilizes a Wonderware HMI-SCADA software platform. Over the past 6 years, through numerous improvements at the WTP, the HMI-SCADA has been modified as required. The patchwork approach to these modifications has resulted in numerous historical data collection and reporting issues. In addition, the existing HMI-SCADA application was not developed to provide system redundancy in the event of a server or hardware failure (as seen over the last three months). The anticipated costs provided for updating the existing HMI-SCADA application accounts for the following:

- Update the Wonderware HMI-SCADA software from V2012 to V2017
- Develop system redundancy to maintain data collection and operational control in the event of server failure
- Repair HMI-SCADA control system issues associated with data collection and reporting

Due to the extensive costs associated with annual support services and database tag limitations associated with Wonderware, the City requested the AE2S look at the Ignition HMI-SCADA software platform. This platform is capable of the same level of performance, offers unlimited database tagging, and the annual support is ~33% of Wonderware. The anticipated costs provided for switching to the Ignition HMI-SCADA platform accounts for the following:

- Development and deployment of a new Ignition HMI-SCADA application (Version 8.1)
- Maintain industry standard levels of practice associated with system redundancy
- Re-create or maintain operational reporting

The cost comparison and associated hardware and software/annual support quotes are provided as Appendix A. As identified, there is greater capital cost in switching to Ignition; however, the annual

**SCOPE OF SERVICES**  
**WTP SCADA UPGRADES AGREEMENT**  
**CITY OF GREAT FALLS, MONTANA**  
Submitted by: AE2S

support cost savings provide a return on investment within the first two years of operation. Therefore, Ignition is the recommended path moving forward for the City’s WTP.

The scope of services is to be provided under the prescribed requirements of the Professional Services Agreement. Descriptions of the proposed tasks to be completed by AE2S are provided below:

**I. INSTRUMENTATION AND CONTROLS (I&C) PHASE**

- A. Procurement and setup of new control servers at the WTP.
- B. Develop and deploy new HMI-SCADA on the Ignition (version 8) platform.
- C. Provide phased implementation of the HMI-SCADA system to allow complete troubleshooting prior to transition.
- D. Develop trending and reporting within the HMI-SCADA system.
- E. Provide an updated SCADA network map at the completion of the project.
- F. All work will be provided on an Hourly Fee basis, plus reimbursables expenses.

**Equipment Procurement:**

Item	Manufacturer Part #	Qty	CDW	CDW Total
HP Proliant DL360 Gen10 16GB RAM	P06453-B21	2	\$1,835.07	\$3,670.14
HPE Foundation Care 24x7 on-site 3 year	H8QFOE	2	\$1,276.97	\$2,553.94
Intel Xeon Silver 4110 / 2.1 GHZ	860653-B21	0	\$586.19	\$0.00
HP 16 GB RAM	835955-B21	6	\$155.19	\$931.14
HP Drives 1.2 TB 12G SAS	872479-B21	8	\$219.82	\$1,758.56
HP Power Supplies 500 Watt Platinum	865408-B21	2	\$206.40	\$412.80
HP ILO Advanced License	BD505A	2	\$308.40	\$616.80
Windows Server 2019 Standard - 16 cores	P11058-B21	3	\$777.84	\$2,333.52
Windows Server User CAL - 1 User CAL	871175-DN1	10	\$40.30	\$403.00
Windows Server RDS CAL - 5 User CALS	871232-DN1	0	\$702.30	\$0.00
VMWare Vshpere Standard 1 proc - + 3 year 24x7 support	BD711AAE	2	\$1,286.45	\$2,572.90
Microsoft SQL Server 2017 Standard - Box Pack 1 svr 10 clients	228-11033	1	\$2,865.24	\$2,865.24
Veeam Backup & Replication 1 CPU	V-VBRSTD-VS-P0000-00	2	\$812.04	\$1,624.08
Synology RackStation RS819 - NAS server - 0 GB	RS819	1	\$630.36	\$630.36
WD Red NAS Hard Drive - 8 TB - SATA 6GB/s	WD80EFAX	4	\$229.88	\$919.52
<b>Totals (Before Tax, Shipping)</b>			<b>Subtotal (Before Shipping)</b>	<b>\$21,292.00</b>
<b>+ Warranty is 3-year complete hardware coverage standard</b>			\$ 2,500.00	<b>\$5,000.00</b>
<b>+ Warranty covers cost of hardware support and replacement only, integration services for replacing components and system testout will be provided on an hourly/as-needed basis</b>				
<b>Development Workstation</b>				
HP SB ProDesk 600 G4 SFF Core i5-8500 16GB RAM 256GB Win 10 Pro	4HM36UT#ABA	1	\$913.37	\$913.37
HP 24uh 24" LED-backlit LCD - Black	K5A38AA#ABA	1	\$108.10	\$108.10
Microsoft Wireless Desktop 850	PY9-00001	1	\$24.25	\$24.25
Office Home and Business 2016 - 1 PC	T5D-03203	1	\$234.69	\$234.69
			<b>Subtotal (Before Shipping)</b>	<b>\$1,280.41</b>
			<b>Total Cost*</b>	<b>\$27,572.41</b>

\*Does not include server setup and integration costs

**Warranty provided on all hardware and components for first three (3) years standard, two (2) additional years provided at an extended cost of \$2,500 per year at the request of the Owner. Warranty covers the cost of hardware support and replacement by the manufacturer only, I&C integration services for**

**SCOPE OF SERVICES**  
**WTP SCADA UPGRADES AGREEMENT**  
**CITY OF GREAT FALLS, MONTANA**  
Submitted by: AE2S

*replacing components and system testout will be provided on an hourly/as-needed basis under the existing Annual Maintenance and On-Call I&C Services agreement with the City.*

**HMI-SCADA Development and Deployment:**

Ignition HMI-SCADA Development/Startup				
Item	Qty	Unit	Unit Cost	Total Cost
Development Software/Licensing	1	LS	\$ 19,890	\$ 19,890
Server Setup	20	hours	\$ 160	\$ 3,200
SCADA Development (database, tagging, etc)	80	hours	\$ 144	\$ 11,520
Purchase KEPware GE Suite Driver	1	LS	\$ 1,425	\$ 1,425
HMI Development (graphics, layout, etc)	176	hours	\$ 144	\$ 25,344
Re-create Operational Reporting	40	hours	\$ 160	\$ 6,400
Testout/Troubleshooting	80	hours	\$ 144	\$ 11,520
Startup Services	80	hours	\$ 144	\$ 11,520
			<b>Total</b>	<b>\$ 90,819</b>

*Warranty on for integration services rendered will be provided for two (2) years after completion of startup and implementation. Warranty items must be as a result of integration or setup issues.*

*AE2S will provide all hardware and software support for the Ignition HMI-SCADA system, as long as the City maintains an I&C Annual Maintenance and On-Call services contract with AE2S.*

Estimated Fee:	
Equipment Procurement/Licensing, etc.	\$27,572
HMI-SCADA Development and Deployment	\$90,819
<b>TOTAL</b>	<b>\$118,391</b>

# **APPENDIX A**

## Great Falls WTP Control Servers

Item	Manufacturer Part #
HP Proliant DL360 Gen10 16GB RAM	P06453-B21
HPE Foundation Care 24x7 on-site 3 year	H8QFOE
Intel Xeon Silver 4110 / 2.1 GHZ	860653-B21
HP 16 GB RAM	835955-B21
HP Drives 1.2 TB 12G SAS	872479-B21
HP Power Supplies 500 Watt Platinum	865408-B21
HP ILO Advanced License	BD505A
Windows Server 2019 Standard - 16 cores	P11058-B21
Windows Server User CAL - 1 User CAL	871175-DN1
Windows Server RDS CAL - 5 User CALS	871232-DN1
VMWare Vshpere Standard 1 proc - + 3 year 24x7 support	BD711AAE
Microsoft SQL Server 2017 Standard - Box Pack 1 svr 10 clients	228-11033
Veeam Backup & Replication 1 CPU	V-VBRSTD-VS-P0000-00
Synology RackStation RS819 - NAS server - 0 GB	RS819
WD Red NAS Hard Drive - 8 TB - SATA 6GB/s	WD80EFAX

**Totals (Before Tax, Shipping)**

+ Warranty is 3-year complete hardware coverage standard

2 years additional wa

+ Warranty covers cost of hardware support and replacement only, integration services for replacing components and system te

**Development Workstation**

HP SB ProDesk 600 G4 SFF Core i5-8500 16GB RAM 256GB Win 10 Pro	4HM36UT#ABA
HP 24uh 24" LED-backlit LCD - Black	K5A38AA#ABA
Microsoft Wireless Desktop 850	PY9-00001
Office Home and Business 2016 - 1 PC	T5D-03203

\*Does not include server setup and integration costs

**Wonderware HMI-SCADA Upgrades**

Item	Qty
Server Setup	35
Server/System Redundancy	55
Purchase Redundant Historian License	1
HMI-SCADA tagging/data collection repairs	200
HMI-SCADA reporting repairs	40
Testout/Troubleshooting	120

**Ignition HMI-SCADA Development/Startup**

Item	Qty
Development Software/Licensing	1
Server Setup	20
SCADA Development (database, tagging, etc)	80
Purchase KEPware GE Suite Driver	1
HMI Development (graphics, layout, etc)	176
Re-create Operational Reporting	40
Testout/Troubleshooting	80
Startup Services	80

**HMI-SCADA Deployment**

	Version	
Wonderware (existing, upgraded to V2017, add redundancy, fix existing HMI issues)	2017	\$
Ignition Version 8 (new deployment including reporting)	8.1	\$

# QUOTE CONFIRMATION



DEAR JASON SCHULER,

Thank you for considering CDW for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LFZN101	2/11/2020	SERVER QUOTE - GREAT FALLS WTP	7146744	\$31,179.32

## QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">HPE ProLiant DL360 Gen10 Performance - rack-mountable - Xeon Silver 4110 2.</a> Mfg. Part#: P06453-B21 UNSPSC: 43211501 Contract: Standard Pricing	2	5109431	\$1,835.07	\$3,670.14
<a href="#">HPE Foundation Care 24x7 Service - extended service agreement - 3 years - o</a> Mfg. Part#: H8QFOE UNSPSC: 81112305 Electronic distribution - NO MEDIA Contract: Standard Pricing	2	4748005	\$1,276.97	\$2,553.94
<a href="#">Intel Xeon Silver 4110 / 2.1 GHz processor</a> Mfg. Part#: 860653-B21 UNSPSC: 43201503	2	4744085	\$586.19	\$1,172.38
<a href="#">HPE SmartMemory - DDR4 - 16 GB - DIMM 288-pin - registered</a> Mfg. Part#: 835955-B21 UNSPSC: 32101602 Contract: Standard Pricing	6	4708375	\$155.19	\$931.14
<a href="#">HPE Enterprise - hard drive - 1.2 TB - SAS 12Gb/s</a> Mfg. Part#: 872479-B21 UNSPSC: 43201803 Contract: Standard Pricing	8	4503487	\$219.82	\$1,758.56
<a href="#">HPE - power supply - hot-plug / redundant - 500 Watt - 563 VA</a> Mfg. Part#: 865408-B21 UNSPSC: 39121004 Contract: Standard Pricing	2	4708383	\$206.40	\$412.80
<a href="#">HPE Integrated Lights-Out Advanced - license + 3 Years 24x7 Support - 1 ser</a> Mfg. Part#: BD505A UNSPSC: 43232804 Contract: Standard Pricing	2	3626789	\$308.40	\$616.80
<a href="#">Microsoft Windows Server 2019 Standard Edition - license - 16 cores</a> Mfg. Part#: P11058-B21	5	5532079	\$777.84	\$3,889.20



**QUOTE DETAILS (CONT.)**

UNSPSC: 43233004

Contract: Standard Pricing

<a href="#"><u>VMware vSphere Standard Edition - license + 3 Years 24x7 Support - 1 proces</u></a>	4	2806414	\$1,286.45	\$5,145.80
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Mfg. Part#: BD711AAE

UNSPSC: 43233006

Electronic distribution - NO MEDIA

Contract: Standard Pricing

<a href="#"><u>Microsoft SQL Server 2017 Standard - box pack - 1 server, 10 clients</u></a>	1	4976240	\$2,865.24	\$2,865.24
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Mfg. Part#: 228-11033

UNSPSC: 43232304

Contract: Standard Pricing

<a href="#"><u>Veeam Backup &amp; Replication Standard License for VMware 1 CPU Socket 1 Year</u></a>	4	3074217	\$812.04	\$3,248.16
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Mfg. Part#: V-VBRSTD-VS-P0000-00

UNSPSC: 43233006

Electronic distribution - NO MEDIA

<a href="#"><u>Synology RackStation RS819 - NAS server - 0 GB</u></a>	1	5521995	\$630.36	\$630.36
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Mfg. Part#: RS819

UNSPSC: 43201835

<a href="#"><u>WD Red NAS Hard Drive WD80EFAX - hard drive - 8 TB - SATA 6Gb/s</u></a>	4	5198892	\$229.88	\$919.52
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Mfg. Part#: WD80EFAX

UNSPSC: 43201803

<a href="#"><u>HP SB ProDesk 600 G4 SFF Core i5-8500 16GB RAM 256GB Win 10 Pro</u></a>	1	5143661	\$913.37	\$913.37
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Mfg. Part#: 4HM36UT#ABA

UNSPSC: 43211508

Contract: Standard Pricing

<a href="#"><u>HP 24uh 24" LED-backlit LCD - Black</u></a>	1	3623331	\$108.10	\$108.10
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Mfg. Part#: K5A38AA#ABA

UNSPSC: 43211902

Contract: Standard Pricing

<a href="#"><u>Microsoft Wireless Desktop 850 - keyboard and mouse set - English - North A</u></a>	1	3826007	\$24.25	\$24.25
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Mfg. Part#: PY9-00001

UNSPSC: 43211706

Contract: Standard Pricing

<a href="#"><u>Microsoft Office Home and Business 2019 - box pack - 1 PC/Mac</u></a>	1	5301489	\$234.69	\$234.69
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Mfg. Part#: T5D-03203

UNSPSC: 43231513

Contract: Standard Pricing

<a href="#"><u>Microsoft Windows Remote Desktop Services 2019 - license - 5 user CALs</u></a>	2	5548194	\$702.30	\$1,404.60
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Mfg. Part#: 6VC-03805

UNSPSC: 43232901

Electronic distribution - NO MEDIA

<a href="#"><u>Microsoft Windows Server 2019 - license - 1 user CAL</u></a>	10	5298815	\$40.30	\$403.00
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Mfg. Part#: R18-05768

UNSPSC: 43233004

Electronic distribution - NO MEDIA

<b>PURCHASER BILLING INFO</b>	<b>SUBTOTAL</b>	\$30,902.05
<b>Billing Address:</b> ADVANCED ENGINEERING & ENVIRONMENTA ACCTS PAYABLE 4050 GARDENVIEW DR STE 200 GRAND FORKS, ND 58201-7215 <b>Phone:</b> (701) 746-8087 <b>Payment Terms:</b> NET 30-VERBAL	<b>SHIPPING</b>	\$277.27
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$31,179.32</b>
<b>DELIVER TO</b>	<b>Please remit payments to:</b>	
<b>Shipping Address:</b> AE2S ROSS HANSON 405 3RD ST NW WEST BANK LANDING- PORTAGE BUILDING GREAT FALLS, MT 59404-4111 <b>Phone:</b> (701) 746-8087 <b>Shipping Method:</b> UPS Ground (2 - 3 day)	CDW Direct P.O. Box 75723 Chicago, IL 60675-5723	

Need Assistance? CDW SALES CONTACT INFORMATION		
	Lindsey Norman	(877) 325-0937
		linnorm@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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## Wesley Crawford

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**From:** Neal, Steve <Steve.Neal@wonderwarewest.com>  
**Sent:** Tuesday, December 17, 2019 4:04 PM  
**To:** Wesley Crawford  
**Subject:** RE: [EXTERNAL] Pricing Information

Wes,

OK price for a redundant Historian would be \$8,195 - REDUNDANT HISTORIAN LICENSE

Support would be \$1,394/year + \$15,097.<sup>68</sup> (verified by Deb McNeese on 2/12/20)

If it is something they would like to order before the end of the year I can take 5% off the \$8,195.

**Steve Neal**

Wonderware West | Account Executive, Rocky Mountains & Citect Business Manager

801.492.1000 direct | 801.361.9078 cell  
[steve.neal@wonderwarewest.com](mailto:steve.neal@wonderwarewest.com)  
[wonderwarewest.com](http://wonderwarewest.com)

Inside Sales: 844.232.7361 or [email](#) | Tech Support: 844.428.3246 or [email](#)  
[Citect SCADA](#) | [Join our Email List](#) | [Support](#) | [Customer FIRST App](#) | [Industrial Computers](#)

**From:** Wesley Crawford [mailto:Wesley.Crawford@AE2S.com]  
**Sent:** Tuesday, December 17, 2019 2:21 PM  
**To:** Neal, Steve  
**Subject:** [EXTERNAL] Pricing Information

Steve,

The City of Great Falls currently has 1 Historian license that resides on their primary server. They are using a store-forward configuration on a backup server. They are asking us for a quote to install Historian on their backup as well so that they will have a truly redundant installation. Can you please send me a quote for an additional Historian license as well as the cost increase(if any) to their yearly support agreement?

Thank you,

**Wes Crawford**

**I&C Technician**

**Advanced Engineering and  
Environmental Services, Inc. (AE2S)**

300 15th Street South Suite 107  
Great Falls, MT 59405-2456

[Wesley.Crawford@AE2S.com](mailto:Wesley.Crawford@AE2S.com)

[www.ae2s.com](http://www.ae2s.com)

Voice: 406.268.0626

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## Your Preliminary Quote

Want to take the next step? Request an official quote.

- [1. Select & Customize \(/pricing/ignition\)](#)
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- [3. Choose Support \(/pricing/ignition/choose-support\)](#)
- [4. See Your Quote \(/pricing/ignition/email-quote\)](#)

Next Step

### Request an Official Quote

Want exact pricing? Complete the form below and we'll send you back an official quote. Just have a question? Let us know and we'll get right back to you.

First Name

Last Name

Company Name

Role

Select

Work Email

## Ignition Modules ^

OPC UA Server Module		\$150
OPC UA Server Module Discount		- \$150
Alarm Notification Module		\$1,900
SQL Bridge Module		\$1,900
Tag Historian Module		\$2,000
Vision Module Unlimited		\$6,500
Reporting Module		\$3,300
Add Redundancy to Core Modules		\$7,800
Subtotal	<i>Gold Discount @ 15% off</i>	<del>\$23,400 USD</del> \$19,890 USD
Support	<i>ANNUAL SUPPORT →</i>	\$5,616 USD
<b>TOTAL</b>		<del>\$29,016 USD</del> \$25,506 USD


[X Clear Selection](#)

### Have a question?

We'd love to help! Get in touch by calling us at **1-800-266-7798 (tel:+1-800-266-7798)**.

Product	Pricing	Resources	Partners	Support	About
<b>PLATFORM</b>	<b>SOFTWARE PRICING</b>	<b>LIBRARY</b>	<b>INTEGRATORS</b>	<b>GET HELP</b>	<b>COMPANY</b>
Ignition Overview (/ignition)	Ignition Pricing (/pricing/ignition)	All Resources (/resources)	Integrator Program (/integrators)	Support Portal (/support)	About Home (/about)
Unlimited Licensing (/ignition/unlimited)	Strategic Partner Modules (/pricing/ignition/third-party-modules)	Articles (/resources/article)	Distributor Program (/distributors)	User Manual (https://support.industryw.../documentation.com/user-manual)	Who We Are (/about/who-we-are)
Universal Platform (/ignition/platform)	Module Showcase (/moduleshowcase)	Case Studies (/resources/casestudy)	Customer Projects (/resources/customer-projects)	Knowledge Base (https://support.industryw.../knowledge-base)	Customers (/about/customers/)
Modules (/ignition/modules)			<b>STRATEGIC PARTNERS</b>	Forum (https://forum.industryw.../forum)	Founder's Message (/about/founders-message)

# Your Shopping Cart

Product	Qty	Unit Price	Remove	
GE Suite - Perpetual KWP-GEFNC0-PRD	1	\$1190.00		\$1190.00
1 Year Support and Maintenance Agreement - KWM-GEFNC0-ATT KWM-GEFNC0-ATT		\$235.00		\$235.00
				<b>Total</b>
				<b>\$1425.00</b>

IGNITION  
KEPLARE GE SUITE  
DRIVER



Sole Source - Ignition SCADA software

The annual WonderWare contract fee of \$15,097 for 12/12/19-12/11/20 is paid, and contains no exit clause. As with any conversion, the process takes time and needs to be done while working software is still in place.

The Advanced Engineering & Environmental Services (AE2S) SCADA Upgrades Scope of Services document compares the initial and annual costs of upgrading the existing WonderWare and converting to Ignition.

Although the initial cost to convert from WonderWare (\$74,195) to Ignition (\$90,819) is \$16,624 higher, the Annual Support savings (WonderWare \$16,491/ Ignition \$5,616) of \$10,875 will be recouped in 2 years. Thus, by converting to Ignition the Water Plant would save money with smaller annual support fees and be provided access to a local, responsive AE2S support team.

The initial Upgrade Proposal was sent to the City Clerk for review 12/26/19, and was to be forwarded to Legal for their review.

A Technology Project Request Form was completed for the IT department. Jon Legan noted his agreement that AE2S could be considered Sole Source. as they are most familiar with the SCADA system currently in place. (E-mail 2/7/20)

\_\_\_\_\_  
Jim Rearden, Public Works Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wayne Lovelis, Water Plant Manager

\_\_\_\_\_  
Date

Signed Copy is available in the City Clerk's Office



**Item:** Public Hearing - Ordinance 3211, “An Ordinance Amending Title 17 of the Official Code of the City of Great Falls (OCCGF): Reserving Chapters 41 through 43; and, repealing and replacing Chapter 44 Pertaining to Landscaping.”

**From:** Planning and Community Development Department

**Initiated By:** Planning & Community Development/Legal Departments

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

**Action Requested:** City Commission adopt Ordinance 3211.

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**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:  

“I move that the City Commission (adopt/deny) Ordinance 3211, An Ordinance Amending Title 17 of the Official Code of the City of Great Falls (OCCGF): Reserving Chapters 41 through 43; and, repealing and replacing Chapter 44 Pertaining to Landscaping.”
  2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
- 

**Staff Recommendation:** At the conclusion of a meeting held on January 28, 2020, the Planning Advisory Board recommended that the City Commission adopt Ordinance 3211, reserving Chapters 41 through 43 and repealing and replacing Chapter 44 pertaining to the City’s Landscaping Code. Staff also recommends that the City Commission adopt Ordinance 3211.

**Summary:** First adopted in 2005 as the City’s first comprehensive compilation of code provisions relating to development, Title 17 to the Official Code of the City of Great Falls (OCCGF) has been modified a number of times to keep the Code relevant. Members of the City Commission and Staff have examined numerous sections of the OCCGF and have identified various types of revisions throughout different chapters of the Code. These deficiencies range from typographical errors, needed content updates, and conflicts with State and Federal law.



As part of the current comprehensive review of the City’s development process, Title 17, referred to as the “Land Development Code,” is the largest and most complex of all OCCGF Titles. In 2019, the City Commission asked Staff to look at the Code to see if there were opportunities for streamlining and improvements to provide better service and flexibility for the development community.

In late 2019, Staff undertook a review of two Chapters of the Land Development Code: Chapter 36 Parking and Chapter 44 Landscaping. Based on this review, input from focus groups, and a comparison with codes from other similar communities, Staff has recommended revisions to both Chapters. These changes were brought forth to the City Commission at a Work Session on December 3, 2019 for the Parking Chapter and January 7, 2020 for the Landscaping Chapter. Staff presented a summary of the changes to each Chapter at a Town Hall meeting that was held on January 8, 2020.

At its regular scheduled meeting on February 18, 2020, the City Commission set the Public Hearing for March 17, 2020. This public hearing was properly noticed in compliance with the noticing requirements pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.

### **Ordinance 3211: Repealing and Replacing Chapter 44**

As Staff has reviewed projects over the past few years, issues related to certain provisions in the Landscaping Chapter have been identified. These issues were not only identified during plan review, but through discussions with the Design Review Board and through requests for Design Waivers submitted by applicants.

An overview of all proposed code changes is provided for City Commission review in the chart attached to this agenda report. This agenda report highlights the most significant code revisions.

**Code Reorganization:** The first substantive change is the reorganization of Chapter 44. Previously, the chapter was separated by the type of requirements and organized based on the types of buildings. The proposed chapter is now organized by land use types, and all of the requirements for each land use type are laid out in one section. This revision will allow the public, developers, and consultants to easily identify all code requirements for their particular development project. Another key reorganization change is that Multi-family and Industrial landscaping requirements are now combined with Commercial landscaping requirements. Additionally, sections of the Code that are covered in other Titles or no longer needed have been removed.

**Single-Family and Two-Family Landscaping:** The second substantive change is the revision to single-family and two-family landscaping requirements. Currently, the code reads as follows:

1. A canopy tree or evergreen tree shall be planted and maintained for each one thousand five hundred (1,500) square feet of net lot area. Up to two (2) shade trees located in the boulevard area may be applied to this requirement, provided that at least one (1) canopy tree or evergreen tree shall be planted within the interior.
2. Turf grass or ground cover plants shall cover at least fifty (50) percent of the net lot area.

Staff has determined that the requirement for interior trees was too burdensome for homeowners and was also difficult for Staff to inspect. Therefore, Staff proposes that the requirement be reduced to one interior tree for single-family and two-family building lots.

**Code Reductions and Design Flexibility:** Another substantive change that will affect several requirements of the landscape code and address concerns from the development community, are proposed revisions to provide design flexibility. This will be done in several ways including the reduction of non-residential boulevard tree requirements and planting rates.

Currently, for non-residential developments, a boulevard tree is required to be planted every thirty-five (35) lineal feet. This does not take into account driveways and sidewalks which can reduce the amount of space to plant trees and make it very difficult to meet the requirements without planting trees very close together. This can affect the health of the tree and does not provide a boulevard that the Code envisioned. Therefore, Staff proposes that the requirement be reduced to one tree per fifty (50) lineal feet of street frontage not encumbered by driveways, sidewalks, or other approved hard surfaces.

Additionally, when Staff evaluated the planting rates that currently exist in the Code, several concerns were identified including:

1. Fitting all the required plants on project sites; and
2. Whether the rates work for sites of different acreages.

As a result, Staff proposes that the rate of plantings be categorized by property size. The proposal is to create different requirements for sites under two (2) acres as well as for projects two (2) acres and larger. Concerns arise with large sites based on the amount of plants that are required as well as the need to leave open space for possible building expansion. Having separate requirements based on project size will alleviate these concerns.

For sites under two (2) acres, the existing and proposed rates are as follows:

1. Existing Planting Rate: 1 Tree and 7 Shrubs for every 400 square feet of required landscaping; and
2. Proposed Planting Rate: 1 Tree and **4 Shrubs** for every 400 square feet of required landscaping.

The chart below shows an example of how this reduction would affect a site that is a third of an acre.

1/3 Acre Site						
Gross Lot Area	14,505		2,176	square feet of interior landscaping		
<b>TREES</b>						
Existing Code	2,176	<i>divided by</i>	400	5.44	<b>6 trees</b>	
Proposed Code amendment	2,176	<i>divided by</i>	400	5.44	<b>5 trees</b>	17% reduction
<b>SHRUBS</b>						
Existing Code equivalent	2,176	<i>divided by</i>	400	5.44		
	5.44	<i>multiplied by</i>	7	38.08	<b>39 shrubs</b>	
Proposed Code amendment	2,176	<i>divided by</i>	400	5.44		
	5.44	<i>multiplied by</i>	4	21.76	<b>22 shrubs</b>	43% reduction

Staff has additionally proposed that conventional rounding be used instead of always rounding up. This would actually reduce the amount of trees in the example noted above, and the reduction to the shrub

count would give a project this size a 43% reduction on shrub counts. This will result in planting beds not being over planted, crowded, and the minimum requirements easier to accomplish.

For sites two (2) acres and larger, the existing and proposed rates are as follows:

1. Existing Planting Rate: 1 Tree and 7 Shrubs for every 400 square feet of required landscaping; and
2. Proposed Planting Rate: 1 Tree and **4 Shrubs** for every **500** square feet of required landscaping.

The chart below shows an example of how this reduction would affect a site that is two acres.

2 Acre Site						
Gross Lot Area	87,120					13,038 square feet of interior landscaping
<b>TREES</b>						
Existing Code	13,068	<i>divided by</i>	400	32.67		<b>33 trees</b>
Proposed Code amendment	13,068	<i>divided by</i>	500	26.14		<b>26 trees</b> 21% reduction
<b>SHRUBS</b>						
Existing Code	13,068	<i>divided by</i>	400	32.67		
	32.67	<i>multiplied by</i>	7	228.69		<b>229 shrubs</b>
Proposed Code amendment	13,068	<i>divided by</i>	500	26.14		
	26.14	<i>multiplied by</i>	4	104.544		<b>105 shrubs</b> 54% reduction

The proposed change would result in a 21% reduction to the tree count and a 54% reduction to the shrub count. This will ultimately provide more flexibility in the placement of plants which could result in more turf area and also leave more area for building expansion on larger sites.

In addition to the reduction in the planting rates, Staff has proposed code changes to allow ornamental grasses and perennials instead of shrubs. Additionally, Staff is proposing substitution options for the use of large boulders and sculptures in the landscape. The following are the proposed changes to the code:

1. Two (2) perennials or one (1) ornamental grass can substitute for one (1) shrub. Maximum of 30% of total required shrubs;
2. Nine (9) cubic feet of sculpture integrated into the landscaping can substitute for one (1) shrub. Maximum of 10% of total required shrubs; and
3. Each two (2) feet boulder or larger integrated into the landscaping can substitute for one (1) shrub. Maximum of 10% of total required shrubs.

Finally, as mentioned previously, Multi-family residential land uses will now have the same requirements as a commercial land use. The previous requirements of having one (1) tree be planted every 1,500 square feet as well as needing 50 percent of the net lot area being landscaped made it quite a challenge to meet the requirements, especially for large apartment complexes.

**Revisions to Ordinance 3211 Based on Public Comment**

At the conclusion of the scheduled meeting on January 14, 2020, the Planning Advisory Board passed a motion to table the recommendation to the City Commission on Ordinance 3211 and Ordinance 3212.

This motion was based on public comment taken at the meeting. Several questions were brought up to the Board addressing the following topics:

1. Whether the code requirements for landscaping would negatively affect development potential in the downtown;
2. Whether the requirements would impact homeowners modifying landscaping in their yards; and
3. Whether certain code provisions were defined well enough.

In response, Staff reviewed each comment and developed revisions to address the particular concern raised. These changes were presented to the Planning Advisory Board at their January 28th meeting. The Planning Advisory Board accepted the changes which have been incorporated into the Ordinance submitted to the City Commission.

Ordinance 3211 will reserve Chapters 41 through 43 and repeal and replace Chapter 44. Ordinance 3211 Exhibit "A" is a document illustrating the provisions that will replace the current OCCGF Title 17 Chapter 44 with added language in **bold** and deleted language in ~~strike through~~. Exhibit "B", attached to this agenda report, illustrates the proposed Code in clean format. A summary table has also been provided for reference to show and clearly explain the more substantive changes.

**Alternatives:** Alternatively, the City Commission could deny adoption of Ordinance 3211.

**Concurrences:** The proposed changes to Chapter 44 Landscaping in Title 17 have been reviewed and approved by affected City departments.

**Attachments/Exhibits:**

- Ordinance 3211
- Ordinance 3211 Exhibit A
- Ordinance 3211 Exhibit B
- Summary Chart of Code Changes to the Chapter

**ORDINANCE 3211**

**AN ORDINANCE AMENDING TITLE 17 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF): RESERVING CHAPTERS 41 THROUGH 43; AND, REPEALING AND REPLACING CHAPTER 44 PERTAINING TO LANDSCAPING.**

\* \* \* \* \*

**WHEREAS**, the City Commission established Title 17 of the OCCGF outlining provisions pertaining to, and known as, the Land Development Code; and

**WHEREAS**, the City Commission wishes to establish and reserve Chapters 41 through 43 of OCCGF Title 17; and

**WHEREAS**, the City Commission has recognized deficiencies throughout OCCGF Title 17, Chapter 44, including but not limited to, typographical, grammatical, formatting, and referencing deficiencies; and

**WHEREAS**, the City Commission wishes to cure the deficiencies and make substantive amendments to OCCGF Title 17, Chapter 44, as well as to establish consistency within the OCCGF and, where applicable, the Montana Code Annotated; and

**WHEREAS**, at its regularly scheduled January 28, 2020, meeting, the Great Falls Planning Advisory Board voted to recommend that the City Commission adopt Ordinance 3211.

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

**Section 1.** OCCGF Title 17, Chapters 41-43 are hereby established and reserved;

**Section 2.** OCCGF Title 17, Chapter 44 is hereby repealed and replaced as depicted in Exhibit "A" attached hereto and by reference incorporated herein, with deleted language identified by ~~strike through~~ and inserted language **bolded**; and

**Section 3.** This ordinance shall be in full force and effect thirty (30) days after second reading and final adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading February 18, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading March 17, 2020.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

\_\_\_\_\_  
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara R. Sexe, 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 3211 on the Great Falls Civic Center posting board and the Great Falls City website.

\_\_\_\_\_  
Lisa Kunz, City Clerk

(CITY SEAL)

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 44 LANDSCAPING

**Chapter 41 RESERVED**

**Chapter 42 RESERVED**

**Chapter 43 RESERVED**

**Chapter 44 LANDSCAPING**

**Articles:**

Article 1 - GENERAL PROVISIONS

Article 2 - ~~BOULEVARD AREAS AND STREET MEDIANS~~

Article 3 - ~~DESIGN STANDARDS FOR COMMERCIAL, INSTITUTIONAL AND CIVIC USE BUILDINGS~~

Article 4 - ~~DESIGN STANDARDS FOR INDUSTRIAL BUILDINGS~~

Article 5 - ~~DESIGN STANDARDS FOR SINGLE FAMILY, DUPLEX AND MULTIFAMILY DWELLINGS~~  
**RESIDENTIAL LAND USES**

**Article 3 - DESIGN STANDARDS FOR ALL OTHER LAND USES**

**Article 1 GENERAL PROVISIONS**

**Sections:**

~~17.44.1.010 Legislative findings.~~

~~17.44.1.020 Purpose.~~

~~17.44.1.030 Installation and maintenance.~~

~~17.44.1.040 Specifications for landscaping materials.~~

~~17.44.1.050 Retaining wall standards.~~

~~17.44.1.060 Calculations.~~

**17.44.1.010 Legislative findings.**

**17.44.1.020 Purpose.**

**17.44.1.030 Applicability.**

**17.44.1.040 Installation and maintenance.**

**17.44.1.050 Specifications for landscaping materials.**

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 44 LANDSCAPING

**17.44.1.060 Calculations.**

**17.44.1.010 Legislative findings.**

The City Commission makes the following findings:

- ~~1.—~~**A.** A healthy environment is an indication of a healthy community-;
- ~~2.—~~Landscaping is a means of making City living more pleasant.
- ~~3.—~~**B.** Landscaping helps to maintain and increase property values-;
- ~~4.—~~**C.** Trees and landscaping provide lasting social, economic, environmental, and aesthetic benefits to the community-;
- ~~5.—~~**D.** Flexible standards allow alternative design options that may better fit the needs of the landowner and that may be needed to address unique site characteristics-; **and**
- ~~6.—~~**E.** Landscaped buffers are needed between parcels of incompatible land uses, and as the degree of incompatibility increases, the amount of buffering (width and landscaping) should increase, ~~and vice versa.~~

**17.44.1.020 Purpose.**

This ~~chapter~~ **Chapter** is established to promote the public health, safety, and welfare and is intended to accomplish the following purposes:

- ~~1.—~~Make the City more attractive and aesthetically pleasing.
- ~~2.—~~**A.** Provide flexible standards where possible, rather than rigid requirements-;
- ~~3.—~~**B.** Promote and improve public health and safety through the abatement of noise, glare of lights, dust, and air pollution-;
- ~~4.—~~**C.** Improve the aesthetic appearance of the built environment-;
- ~~5.—~~**D.** Ensure that land uses of different intensity have sufficient buffering between them to minimize negative effects-;
- ~~6.—~~**E.** Create beautiful tree-lined streetscapes-;
- ~~7.—~~**F.** Promote economic development by providing a high quality of life-;
- ~~8.—~~**G.** Enhance ambient environmental conditions by providing shade, air purification, oxygen regeneration, groundwater recharge, storm water runoff ~~retardation~~ **mitigation**, and ~~noise, glare and~~ heat abatement-; **and**
- ~~9.—~~**H.** Encourage the preservation, expansion, protection, and proper maintenance of the community forest.



Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 44 LANDSCAPING

**17.44.1.030 ~~Installation and maintenance~~ Applicability.**

The landscaping requirements set forth in Articles 2 and 3 apply to:

- A. **New buildings constructed after the effective date of this Chapter;**
- B. **All buildings being increased in size by at least twenty (20) percent;**
- C. **All buildings undergoing a substantial improvement;**
- D. **New vehicular use areas or vehicular use areas undergoing replacement of at least fifty percent (50%) of the pavement area, this does not apply to:**
  - 1. **Overlay;**
  - 2. **Restriping; and**
  - 3. **Seal coat.**
- E. **An expansion of a vehicular use area by twenty (20) percent or more, if it equates to five (5) or more additional parking spaces; and**
- F. **All existing properties may not be altered to cause or increase noncompliance with the provisions of this Chapter.**

**17.44.1.040 Installation and maintenance.**

- A. **Standards. All landscaping shall be installed with standard practices in accordance with the American National Standard Institute (ANSI) A300 and shall be live vegetation.**
- B. **Landscaping and certificate of occupancy.** Prior to the issuance of a certificate of occupancy, all landscaping required in this ~~chapter~~ **Chapter** shall be installed or **the following must be completed:**
  - 1. **For all uses except single-family and two-family residential land uses,** an improvement guarantee shall be filed and accepted by the City consistent with Chapter 68 of this Title. ~~Interior landscaping for single-family dwellings shall be installed within one (1) year from the date of the certificate of occupancy.~~
  - 2. **B.—For single-family and two-family residential land uses, landscaping shall be installed within one (1) year from the date of the certificate of occupancy in association with the completion of a Landscape and screening Letter of Commitment on file in the Planning and Community Development Department.**
- C. **Landscape maintenance and replacement.** The property owner shall:
  - 1.— **Maintain landscaping in good condition so as to present a healthy, neat, and orderly appearance free from refuse, weeds, and debris in accordance with the landscaping plan as originally approved;**
  - 2.— **Replace ~~plant materials~~ within six (6) months plant materials that have died or have otherwise been damaged or removed;**

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 44 LANDSCAPING

3.— Maintain all non-~~live~~**living** landscaping materials-; **and**

(~~Ord. 2950, 2007~~)

~~C.—~~ 4. **The owner responsible for the maintenance of all**—All landscaping shall be installed in accordance with "Arboricultural Standards and Specifications" and

**D. Boulevards. Any property owner wishing to construct a principal building on a vacant lot shall be live-vegetation-responsible for installing and maintaining the boulevard landscaping consistent with this Article.**

1. **Removal of a boulevard tree shall be consistent with OCCGF Title 12, Chapter 15.**

2. **Trees shall be pruned to provide vertical clearance of eight (8) feet over sidewalks and fourteen (14) feet over streets.**

3. **Trees required in the boulevard areas shall be selected from the list of "Trees for Boulevard Areas in Great Falls" on file in the Planning and Community Development Department.**

4. **Mulch must be contained so as not to spill into the street and/or onto the sidewalk. Property owners are required to remove any spillage. ~~D-~~**

5. **Existing significant boulevard trees that are alive and in healthy condition shall be preserved unless approval is given pursuant to OCCGF Title 12, Chapter 15.**

**E. Street Medians. When a median is incorporated into a subdivision, the developer shall be responsible for installing the landscaping as part of the project and a homeowners' association shall be responsible for perpetual maintenance, or the City, at its discretion, may accept responsibility. Designs shall be approved by the City.**

**F. Mature tree credit. Mature coverage of existing canopy trees will be computed and applied directly to the required landscaping— as follows:**

~~E.— **General maintenance and appearance.** Landscaping shall be maintained in good condition so as to present a healthy, neat and orderly appearance, free from refuse, weeds and debris.~~

~~F.— **Joint maintenance responsibility.**~~

1. **Every existing mature tree of at least six (6) inches of diameter will be applied as the equivalent of two (2) required interior trees.**

2. ~~The owner, tenant or agent, if any, shall be jointly responsible for diameter of the maintenance of all landscaping.~~

~~G.— **Tree protection and replacement.** Existing significant trees that are alive and in healthy condition shall be preserved—mature tree will be measured pursuant to the extent reasonably feasible during development or redevelopment, and may help satisfy the landscaping requirements of this chapter. Such trees shall be considered "protected" trees within the meaning of this chapter subject to the exceptions contained in item 3. below. Streets, buildings and lot layouts shall be designed to minimize the disturbance to existing significant trees. All required landscape plans shall accurately identify the locations, species, size and condition~~

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 44 LANDSCAPING

of all existing significant trees, each labeled showing the applicant's intent to either remove, transplant or protect. Where it is not feasible to protect and retain existing

Article.

- 1. ~~All existing street trees that are located on City rights-of-way abutting the development or redevelopment shall be accurately identified by species, size, location and condition on required landscape plans, and shall be preserved and protected in accordance with the City of Great Falls, "Arboricultural Standards and Specifications." Unauthorized removal or destruction of such trees shall require the following:~~
  - a. ~~Payment to the City of Great Falls of the value of the trees removed or damaged. The party responsible for the removal or destruction shall select either the City Forester or a qualified landscape appraiser to determine such loss based upon an appraisal of the tree to be removed by using the most recent published methods established by the Council of Tree and Landscape Appraisers; or,~~
  - b. ~~Replacement of lost or damaged trees, as directed by the City, with a sum of total trunk diameters equal to one hundred (100) percent of the trunk diameters of the trees removed. Replacement shall conform to the requirements in Article 2 to this chapter.~~
- 2. ~~Replacement trees shall meet the following minimum size requirements:~~
  - a. ~~Canopy Shade Trees  
2.0" caliper balled and burlap or equivalent~~
  - b. ~~Ornamental Trees  
2.0" caliper balled and burlap or equivalent~~
  - c. ~~Evergreen Trees  
6' height balled and burlap or equivalent~~
- 3. ~~Trees that meet one (1) or more of the following removal criteria shall be exempt from the requirements of this subsection.~~
  - a. ~~Dead, dying or naturally fallen trees, or trees found to be a threat to public health, safety or welfare;~~
  - b. ~~Trees that are determined by the City to substantially obstruct clear visibility at driveways and intersections;~~
  - c. ~~Tree species that constitute a nuisance to the public such as cotton-bearing cottonwood, Siberian Elm and Russian Olive. However, native cotton-bearing cottonwood trees, when located in a natural area buffer zone or riparian area, are not nuisance tree species.~~

(Ord. 2950, 2007)

- 3. **Health and placement of the mature tree will be taken into consideration by the City when applying the mature tree credit.**

**17.44.1.049050 Specifications for landscaping materials.**

- A.— **Generally. All plant materials shall be installed pursuant to the minimum requirements as provided by this Chapter.** All plant material shall be healthy, vigorous, and free of disease and insects. Plant material shall conform to the specifications of the American Association of Nurserymen (AAN) for **Grade No. 1-grade.**

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- B.— **Trees.** Trees shall meet the following standards:
- 1.— ~~Shade~~ **Boulevard** trees shall be at least one and one-half (1½) inches trunk caliper, measured ~~one (1) foot above~~ **six (6) inches from the ground-soil line or root flare; and**
  - 2.— ~~Ornamental~~ **Interior deciduous** trees shall be at least one and one-quarter (1¼) inches trunk caliper measured ~~one (1) foot above~~ **six (6) inches from the ground-soil line or root flare**; and 3., ~~and Evergreen~~ **interior evergreen** trees shall have a minimum planting height of five (5) feet.
- C.— **Shrubs.** Shrubs shall be at least two-gallon container-grown material or ~~of equivalent size if bare-root.~~ **of eighteen (18) inches of height or greater.**
- D.—~~Groundcover.~~ ~~Groundcover~~ **Perennials. Perennials** shall be at least one-gallon container-grown material or of equivalent size if bare-root.
- E.— **Turf.** Turf areas may be sodded or seeded. In areas subject to erosion, sod shall be used. Sod shall be commercially grown and clean and free of weeds, noxious pests, and diseases. **If seeded, temporary watering is required, and a vegetative cover shall be established with a density of at least 70% of the seeded area in order for a certificate of occupancy to be issued.**
- F.—~~Mulch.~~ **Mulch. Acceptable mulches include organic materials (wood chips and shredded bark), and inert inorganic materials (decomposed granite, cobble and gravel).** Where mulch is used as a ground treatment, it shall be applied to a depth of ~~four~~ **three (3) inches.** A suitable landscape fabric shall be placed between the soil and mulch to impede weed growth **for inert organic materials.**

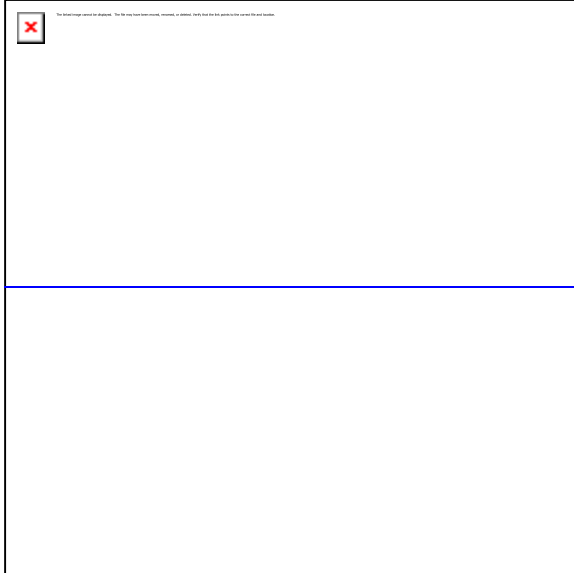
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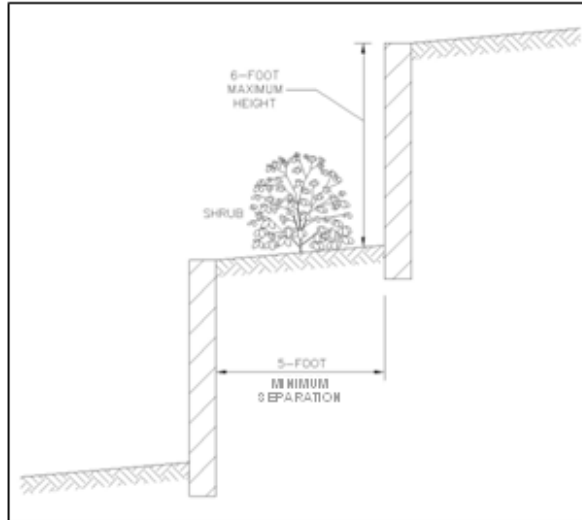
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**G.— Lawn edging.** ~~recommended-required~~ **Lawn edging shall be installed around all shrub beds except for single-family and two-family land uses.** Acceptable lawn edging ~~is~~ **includes** steel, aluminum, polyethylene, and concrete curbing.

**17.44.1.050 — Retaining wall standards.**



**Exhibit 44-1. Dimensional standards for retaining walls**



Retaining walls shall not be taller than six (6) feet. A series of more or less parallel retaining walls may be used provided there is at least a five-foot horizontal separation between the two (2) walls and the area is landscaped with shrubs at a rate of at least ten (10) shrubs per one hundred (100) feet (Exhibit 44-1).

(Ord. 2950, 2007)

**17.44.1.060 Calculations.**

When a calculation is used to determine the number of required trees, or the like, and results in a fraction, the requirement shall be ~~considered the whole number (rounded up)~~ **to the nearest whole number.**

**Article 2 BOULEVARD AREAS DESIGN STANDARDS FOR SINGLE-FAMILY AND STREET MEDIUM TWO-FAMILY RESIDENCE LAND USES**

**Sections:**

~~17.44.2.010 General provisions.~~

~~17.44.2.020 Responsibility for installation of street trees.~~

~~17.44.2.030 Landscaping for street medians.~~

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~~17.44.2.040 Landscaping for boulevard areas.~~

**17.44.2.010 Boulevards.**

**17.44.2.020 Landscaping requirements.**

**17.44.2.010 — General provisions.**

A. **Permit required.** A permit is required to:

1. ~~plant trees in the boulevard area~~
2. ~~remove or prune existing trees in the boulevard area~~

B. **Vertical clearance.**

C. **Supplemental uses.** ~~Street medians and boulevard areas may contain sidewalks, utility installations, signs, benches, and other structures installed by a public agency.~~

D. **Tree selection.** ~~Trees required in this article shall be selected from the list contained in Appendix B.~~

E. **Required removal.** ~~Any landscaping in the boulevard area or street median that impedes pedestrian travel or is deemed detrimental to public safety shall be removed immediately by the property owner or agent upon written notification by the City.~~

F. **Mulch.**

**17.44.2.020 — Responsibility for installation of street trees.**

~~The property owner wishing to construct a principal building on a vacant lot shall be responsible for installing the street trees consistent with this article.~~

**17.44.2.030 — Landscaping for street medians.**

A. **Applicability.** ~~When a median is incorporated into a subdivision, the provisions of this section apply.~~

B. **Installation and maintenance responsibility.** ~~The developer shall be responsible for installing the landscaping as part of the project and a homeowners association shall be responsible for perpetual maintenance or the City, at its discretion, may accept responsibility.~~

C. **Number of trees required.** ~~At least two (2) ornamental trees or one (1) for each twenty-five (25) feet of length of the median, whichever is more, shall be planted and maintained within the median. By way of example, a median four hundred forty (440) feet long will require eighteen (18) ornamental trees and a forty-foot median requires two (2) trees.~~

D. **Placement of trees.** ~~Ornamental trees shall be planted at least three (3) feet from any curb or other pavement.~~

E. **Spacing of trees.** ~~Trees shall be spaced more or less evenly along the length of the median taking into account the location of light poles, fire hydrants, and the like and the mature canopy width of existing trees and those being planted.~~

F. **Shrubs, flowers and turf grass.** ~~Shrubs, ground cover, and flower beds may be planted in the median to supplement the trees. Turf grass shall be installed within the median except in those areas occupied planting beds for shrubs, ground cover, and/or flowers.~~

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~~17.44.2.040 Landscaping for boulevard areas.~~

~~A. **Responsibility.** The property owner shall maintain landscaping within the boulevard area not occupied by roadways, curb and gutter, driveways, sidewalks, or crosswalks according to the standards in this article.~~

~~B. **Boulevards in residential areas.** in residential areas shall conform to the following standards:~~

**17.44.2.010 Boulevards.**

- ~~1. A.~~ Boulevards shall contain ~~grass sod~~ and trees (with **three (3) foot diameter** organic mulched reservoirs) and may include shrubs, ~~flowers~~ **perennials**, and/or ornamental plants (~~with organic mulched reservoirs within a landscaping bed~~).
- ~~2. B.~~ **Materials and vegetation prohibited in a residential boulevard include, but are not limited to, the following:**
  - 1. Artificial vegetation including, but not limited to, trees, shrubs, perennials, and grass;**
  - 2. All non-living material except as specifically allowed by this Chapter;**
  - 3. Fences and/or walls (unless approved via a Boulevard Encroachment Permit by the City Engineer);**
  - 4. Gravel, decomposed granite, or cobble; and**
  - 5. Sand.**
- ~~C.~~ At least one (1) canopy-type tree shall be planted and maintained in a boulevard section for each thirty-five (35) lineal feet of street and avenue frontage or portion thereof, not covered by driveway, sidewalks, or other approved hard surface.

~~(Ord. 2950, 2007)~~

- ~~3. D.~~ Trees shall be spaced more or less evenly along the length of the boulevard area, taking into account the location of light poles, fire hydrants, and the like, and the mature canopy width of existing trees and those being planted.
- ~~4. E.~~ No shrub shall be planted within five (5) feet of a fire hydrant or within a clear **visibility vision** triangle (as defined in ~~Chapter 32, Section OCCGF § 17.32.160 of this Title~~), if its mature height will exceed two and one-half (2½) feet. The height shall be measured from the adjoining street centerline surface elevation.

**17.44.52.020 Landscaping shall be maintained, requirements.**

- ~~A.~~ **Single-family** and ~~those plantings which fail~~ **two-family dwellings shall contain at least one (1) interior tree in addition to the required boulevard trees.**

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- B. Turf grass or ground cover plants shall cover at least fifty (50) percent of the lot area not covered by a structure.
- C. Regional stormwater facilities shall be landscaped pursuant to OCCGF Title 13.

**Article 3 DESIGN STANDARDS FOR ALL OTHER LAND USES**

**Sections:**

**17.44.3.010 Submittals.**

**17.44.3.020 Boulevards.**

**17.44.3.030 Landscaping requirements.**

**17.44.3.010 ~~survive~~ Submittals.**

**All landscape specifications, plans, etc., shall be submitted to the City Planning and Community Development Department for review and approval. Plans shall be replaced with approved plantings within three (3) months to scale and shall include at a minimum:**

- ~~6.~~—A. A site plan showing dimensioned location of all plant materials, site amenities (signage, benches, etc.), north arrow, property lines, visibility triangles, easements, utilities and otherwise;
- B. A plant list containing botanical names, common name, plant size, number, and variety of each plant used and mature area of coverage of canopy trees; and
- C. An analysis of the requirements found in this Chapter including the calculation of required interior landscaping, rate of plantings, and boulevard tree requirements.

**17.44.3.020 Boulevards.**

- A. Boulevards shall contain sod and trees with three (3) foot diameter organic mulched reservoirs and may include shrubs, perennials, and/or ornamental plants (within a landscaping bed).
- B. Materials and vegetation prohibited in a residential boulevard include, but are not limited to, the following:
  - a.—1. Artificial vegetation including, but not limited to, trees, shrubs, vines, bushes, flowers, and grass-;
  - b.—All non-living material except as specifically allowed by this chapter.
  - c.—2. Fences/ and/ or walls (unless approved via through a Boulevard Encroachment Permit by the City Engineer-); and



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- ~~d. Gravel/decomposed granite/cobble.~~
- e. ~~3. Sand.~~
- C. ~~**Boulevards in non-residential areas.** Boulevards in non-residential areas shall conform to the following standards: **At least one (1) canopy-type tree shall be planted and maintained in the boulevard section for each fifty (50) lineal feet of street and avenue frontage or portion thereof not covered by driveway, sidewalks, or other approved hard surface.**~~
- 1. ~~Boulevards shall contain grass and trees, and may contain shrubs, flowers, and/or ornamental plants.~~
- 2. ~~D. **Trees shall be spaced more or less evenly along the length of the boulevard area, taking into account the location of light poles, fire hydrants, and the like, and the mature canopy width of existing trees and those being planted.**~~
- E. **Any landscaping in the boulevard area that impedes pedestrian travel or is deemed detrimental to public safety shall be pruned or removed, immediately by the property owner, tenant, or agency upon written notification from the City.**
- F. Limited amounts of non-living materials (mulches) are permitted when used in conjunction with shrub and tree plantings. Acceptable mulches include organic materials (wood chips and shredded bark), and inert inorganic materials (decomposed granite, ~~cobble~~ and gravel). ~~Where mulch is inert organic materials are used, a suitable landscape fabric shall be placed between the soil and mulch material to impede weed growth. However, the use of these substitute materials must be specifically approved by the City as part of a landscape plan.~~
- 3. ~~In no case shall the G. boulevard area include more than twenty five (25) percent non-living material, excluding driveways.~~
- 4. ~~At least one (1) canopy type tree shall be planted and maintained in the boulevard section for each thirty five (35) lineal feet of street and avenue frontage or portion thereof.~~
- 5. ~~Trees shall be spaced more or less evenly along the length of the boulevard area, taking into account the location of light poles, fire hydrants, and the like and the mature canopy width of existing trees and those being planted.~~
- 6. ~~No shrub shall be planted within five (5) feet of a fire hydrant or within a clear visibility triangle (as defined in Chapter 32, Section 17.32.160 of this Title) if its mature height will exceed two and one half (2½) feet.~~
- 7. ~~Any landscaping in the boulevard area that impedes pedestrian travel or is deemed detrimental to public safety shall be removed immediately by the property owner, tenant, or agency upon written notification of the City.~~
- 8. ~~Landscaping shall be maintained and those plantings which fail to survive shall be replaced with approved plantings within three (3) months.~~
- 9. ~~An automatic irrigation system shall be required of all commercial projects and multi-family projects with four (4) or more dwelling units.~~
- 10.
- G. All non-living material must be contained and shall not spill into the street and/or onto the sidewalk. Owners are required to remove any spillage.
- H. **No shrub shall be planted within five (5) feet of a fire hydrant or within a clear vision triangle (as defined in OCCGF § 17.32.160) if its mature height will exceed two and**

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**one-half (2½) feet. The height shall be measured from the adjoining street centerline surface elevation.**

11. ~~Materials and vegetation prohibited in a non-residential boulevard include, but are not limited to, the following:~~
- a. ~~Artificial vegetation including, but not limited to, trees, shrubs, vines, bushes, flowers, and grass.~~
  - b. ~~Fences/walls (unless approved via a Boulevard Encroachment Permit by the City Engineer).~~
  - c. ~~Sand.~~

**Article 3 — DESIGN STANDARDS FOR COMMERCIAL, INSTITUTIONAL AND CIVIC-USE BUILDINGS**

~~17.44.3.010 Applicability.~~

~~17.44.3.020 Submittals.~~

~~17.44.3.030 Landscaping requirements.~~

**I. An automatic irrigation system shall be required.**

**~~Applicability.~~**

~~A. **General applicability.** The landscaping requirements set forth in this article apply to:~~

- ~~1. New buildings constructed after the effective date of this chapter.~~
- ~~2. All buildings being increased in size by at least twenty (20) percent.~~
- ~~3. All buildings greater than twenty thousand (20,000) square feet changing occupancy or undergoing interior or exterior remodeling.~~

~~(Ord. 2950, 2007)~~

- ~~4. New vehicular use areas constructed after the effective date of this chapter.~~
- ~~5. An expansion of a vehicular use area by twenty (20) percent, if it equates to five (5) or more parking spaces.~~
- ~~6. All buildings and vehicular use areas which have been cumulatively increased in size by twenty-five (25) percent over a ten-year period.~~

~~B. **Exemption.** The following are exempt:~~

- ~~1. Vehicle use areas located within a parking garage or within a building.~~

**17.44.3.020 — Submittals.**

Three (3) copies of all landscape specifications, plans, etc. shall be submitted to the City for review and approval. Plans shall be at a scale of one (1) inch equals twenty (20) feet (for sites one (1) acre or less in size) or one (1) inch equals fifty (50) feet (for sites larger than one (1) acre), and shall include at a minimum:

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- ~~1. A plant list containing botanical names, common name, plant size, number and variety of each plant used and mature area of coverage of canopy trees.~~
- ~~2. A site plan showing dimensioned location of all plant materials, site amenities (signage, benches, etc.), north arrow, property lines, easements, utilities and otherwise, and adjacent land uses.~~
- ~~3. A plan showing location and construction details for all irrigation systems to be installed.~~

**17.44.3.030 Landscaping requirements.**

A. — **Minimum requirements for interior landscaping.** ~~Minimum~~ **The minimum** square footage of interior landscaping, inclusive of landscaping in vehicular use areas ~~and foundation planting areas~~, shall be fifteen (15) percent of the gross property area to be developed or redeveloped for property located in a commercial zone, and ~~seventeen (17) percent of the gross area to be developed for non-residential~~ **all uses in residential zones, except industrial.**

B. — **Vehicular use area requirements.** A portion of the required landscaping, equal to at least **A minimum of ten (10) percent of the off-street** vehicular use areas, must be located within the vehicular use areas ~~landscaped~~. **This requirement can be a part of the required interior landscaping pursuant to § 17.44.3.030(A).** The following specific standards shall apply:

1. — Each row of parking spaces in interior parking areas shall be terminated by a landscaped island;
2. — There shall be no more than twenty (20) parking spaces in a row without a landscaped island;
3. — Landscaped islands shall have a minimum island dimension (inside curb face to inside curb face) of six (6) feet and shall extend the length of the parking space-  
(Ord. 2950, 2007);
4. — Landscaped areas within a ~~vehicle~~ **vehicular** use area shall be bounded by a continuous concrete ~~curb or other~~ **curbs or** similar barrier approved by the City Engineer;
5. — Landscaped islands ~~shall~~ **must** contain ~~canopy shade trees~~, **a tree with either shrubs and/or turf grass. If light poles are located within a landscape island, the island tree may be planted in another location within the interior area to be landscaped; and**

(Ord. 2950, 2007)

6. — Where a vehicular use area abuts a public-use roadway, a minimum six (6) feet of landscaping shall be provided between the vehicular use area and the sidewalk with at least ~~seventy-five (75) percent of the area in turf grass.~~ **property line.**

C. — **Irrigation of Landscaping.** ~~An automatic irrigation system shall be mounded required.~~ **Mounding requirement adjacent to vehicular use areas.**

D. — **Rate of plantings.**

1. — **For sites less than two (2) acres: There shall be** a minimum of ~~six (6) inches above the height of adjacent vehicular use areas, but not exceeding 3:one (1 slope,)~~ **tree** and shall be protected from vehicular traffic ~~four (4) shrubs planted~~

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- and maintained per four hundred (400) square feet, or fraction thereof, of required interior landscaping.
2. For sites two (2) acres and greater: There shall be a minimum of one (1) tree and four (4) shrubs planted and maintained per five hundred (500) square feet, or fraction thereof, of required interior landscaping.
  3. Perennial substitution: Two (2) perennials or one (1) ornamental grass may be substituted for one (1) shrub for a maximum of thirty (30) percent of total required shrubs.
  4. Non-vegetative special features:
    - i. Nine (9) cubic feet of freestanding permanent sculpture which is integrated with ~~curbing or other similar barrier landscaping~~ may be substituted for one (1) shrub with a maximum of ten (10) percent of total required shrubs. Requirements shall be approved by the ~~City Engineer~~.
    - ~~D.~~ ii. Stone boulders not smaller than two (2) feet in diameter which are integrated with other landscaping may be substituted for one (1) shrub with a maximum of ten (10) percent of total required shrubs.
- E. Boulevard landscaping credit. Twenty-five (25) percent of the boulevard landscaping area, excluding sidewalks and driveways, may be credited to the interior landscaping area requirement specified in (A). In addition, up to two (2) shade trees planted in the boulevard area may be credited toward interior tree requirements.
- F. Buffer between uses. Where a non-residential use abuts a residential use, a minimum fifteen-foot landscape buffer shall be provided along the full length of the shared property line. The landscape buffer shall contain sod, trees, and shrubs. The plantings required for the landscape buffer may be counted towards the interior rate of plantings requirement.
- G. Screening between uses. Where a vehicular use area abuts an adjacent residential use one of the following shall be installed to screen the residential use from the lights of the vehicles:
1. Fence or wall. Provide a six-foot tall, 100% percent opaque wall or fence along the ~~screening area~~ shared property line; or
  2. Landscape Berm. Provide a ~~landscape~~ berm at least three (3) feet in height with landscaping at the top of the berm. If the berm is less than five (5) feet in height, it must include at least one shrub or tree per three (3) linear feet along the top of the berm.
- H. Natural amenities. When a site abuts a natural amenity such as a flood plain, canal, park or other open space, the landscape plan shall integrate with and respect the natural integrity of the amenity.
- ~~E.~~ I. ~~Detention and retention areas.~~ Stormwater facilities. By design, detention and retention areas ~~stormwater facilities~~ shall be physically, functionally, and visually integrated into adjacent landscape areas. ~~Standing water is discouraged and shall be properly drained unless incorporated into re-circulating water features or irrigation systems.~~
- J. Landscaping in Central business core. All properties located in the C-4 central business core zoning district are exempt from the above listed requirements except for Subsections (B.) and (C.) of this Section.

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- ~~F. **Rate of plantings.** There shall be a minimum of one (1) tree and seven (7) shrubs planted and maintained per four hundred (400) square feet, or fraction thereof, of required interior landscaping.~~
- ~~G. **Buffer and screening between uses.** Where a commercial or non-residential use abuts a residential use, a minimum fifteen-foot landscape buffer shall be provided along the shared property line. Where vehicular use areas abut adjacent residential property, the lot shall be screened with a decorative masonry or concrete wall at least four (4) feet in height, or with evergreen and deciduous trees and shrubs in combination with low soil berms that will provide ample screening within three (3) growing seasons to protect the residential property.~~
- ~~H. **Boulevard landscaping credit.** Twenty-five (25) percent of the boulevard landscaping, excluding sidewalks and driveways, may be credited to the interior landscaping requirement specified in item A above.~~

~~(Ord. 2950, 2007)~~

- ~~I. **Foundation planting requirements.** For commercial, institutional and civic use buildings in all commercial zoning districts, except the C-4 Central Business Core district, at least fifty (50) percent of the frontage of the building face shall be occupied by a foundation planting bed(s) and at least twenty (20) percent of the frontage of the side of the building shall be occupied by a foundation planting bed(s). The planting beds shall be at least four (4) feet wide, mulched, and contain a mix of vegetation types (annual flowers, perennial flowers, ground cover and shrubs). For example, if a building measures one hundred twenty (120) feet on its face (length) by fifty (50) feet (depth), there would be sixty (60) feet of foundation plantings on the face and ten (10) feet on each of the sides.~~

~~(Ord. 2950, 2007)~~

~~**Article 4 — DESIGN STANDARDS FOR INDUSTRIAL BUILDINGS**~~

~~**Sections:**~~

- ~~17.44.4.010 Applicability.~~
- ~~17.44.4.020 Submittals.~~
- ~~17.44.4.030 Landscaping requirements.~~

~~**17.44.4.010 — Applicability.**~~

- ~~A. **General applicability.** The landscaping requirements set forth in this article apply to:~~
- ~~1. New buildings constructed after the effective date of this chapter.~~
  - ~~2. New vehicular use areas constructed after the effective date of this chapter.~~
  - ~~3. All buildings and vehicular use areas which have been cumulatively increased in size by twenty-five (25) percent over a ten-year period.~~
- ~~B. **Exemption.** The following are exempt:~~

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- ~~1. Vehicle use areas located within a parking garage or within a building.~~

**17.44.4.020 Submittals.**

Three (3) copies of all landscape specifications, plans, etc. shall be submitted to the City for review and approval. Plans shall be at a scale of one (1) inch equals twenty (20) feet (for sites one (1) acre or less in size) or one (1) inch equals fifty (50) feet (for sites larger than one (1) acre), and shall include at a minimum:

- ~~1. A plant list containing botanical names, common name, plant size, number and variety of each plant used and mature area of coverage of canopy trees.~~
- ~~2. A site plan showing dimensioned location of all plant materials, site amenities (signage, benches, etc.), north arrow, property lines, easements, utilities and otherwise, and adjacent land uses.~~
- ~~3. A plan showing location and construction details for all irrigation systems to be installed.~~

**17.44.4.030 Landscaping requirements.**

~~A. A minimum of ten (10) percent of off-street vehicular use areas must be landscaped. The following specific standards shall apply:~~

- ~~1. Each row of parking spaces in interior parking areas shall be terminated by a landscaped island.~~
- ~~2. There shall be no more than twenty (20) parking spaces in a row without a landscaped island.~~
- ~~3. Landscaped islands shall have a minimum island dimension (inside curb face to inside curb face) of six (6) feet and shall extend the length of the parking space.~~
- ~~4. Landscaped areas within a vehicle use area shall be bounded by a continuous concrete curb or other similar barrier approved by the City Engineer.~~
- ~~5. Landscaped islands shall contain canopy shade trees, shrubs, and/or turf grass.~~
- ~~6. Where a vehicular use area abuts a public use roadway, a minimum of eight (8) feet (in depth) of landscaping shall be provided between the vehicular use area and the sidewalk with at least seventy-five (75) percent of the area in turf grass.~~

~~B. **Boulevard Landscaping.** Landscaping for boulevards in the Industrial Use areas will conform to the standards listed in 17.44.2.040(C).~~

~~C. **Foundation planting requirements.** For buildings in all industrial zoning districts, at least fifty (50) percent of the frontage of the building face shall be occupied by a foundation planting bed(s). The planting beds shall be at least four (4) feet wide, mulched, and contain a mix of vegetation types (annual flowers, perennial flowers, ground cover and shrubs). For example, if a building measures one hundred twenty (120) feet on its face, there would be sixty (60) feet of foundation plantings.~~

~~D. **Buffer and screening between uses.** Where an industrial use abuts a non-industrial use, a minimum fifteen-foot landscape buffer shall be provided along the shared property line. Where vehicular use areas abut adjacent residential property, the lot shall be screened with a decorative masonry or concrete wall at least four (4) feet in height, or with evergreen and deciduous trees and shrubs in combination with low soil berms that will provide ample screening within three (3) growing seasons to protect the residential property.~~

~~E. **Natural amenities.** When a site abuts a natural amenity such as a flood plain, canal, park or other open space, the landscape plan shall integrate with and respect the natural integrity of the amenity.~~

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~~F. **Detention and retention areas.** By design, detention and retention areas shall be physically, functionally, and visually integrated into adjacent landscape areas. Standing water is discouraged and shall be properly drained unless incorporated into re-circulating water features or irrigation systems.~~

~~(Ord. 2950, 2007)~~

**Article 5 — DESIGN STANDARDS FOR SINGLE FAMILY, DUPLEX AND MULTI-FAMILY DWELLINGS**

**Sections:**

~~17.44.5.010 Applicability.~~

~~17.44.5.020 Submittals.~~

~~17.44.5.030 Landscaping requirements.~~

**17.44.5.010 — Applicability.**

The landscaping requirements set forth in this article apply to:

- ~~1. New residential dwellings constructed after the effective date of this chapter.~~
- ~~2. All residential dwellings being increased in size by at least fifty (50) percent.~~

**17.44.5.020 — Submittals.**

~~All landscape specifications, plans, etc. shall be submitted for review and approval to the City before a building permit will be issued.~~

**17.44.5.030 — Landscaping requirements.**

- ~~1. A canopy tree or evergreen tree shall be planted and maintained for each one thousand five hundred (1,500) square feet of net lot area. Up to two (2) shade trees located in the boulevard area may be applied to this requirement, provided that at least one (1) canopy tree or evergreen tree shall be planted within the interior.~~
- ~~2. Turf grass or ground cover plants shall cover at least fifty (50) percent of the net lot area.~~

~~(Ord. 3211, 2019; Ord. 2958, 2007; Ord. 2950, 2007; Ord. 2923, 2005; Ord. 2734, 1998; Ord. 2687, 1995; Ord. 2599, 1991; Ord. 2549, 1989; Ord. 2404, 1985; Ord. 2185, 1980)~~

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**Chapter 41 RESERVED**

**Chapter 42 RESERVED**

**Chapter 43 RESERVED**

**Chapter 44 LANDSCAPING**

**Articles:**

Article 1 - GENERAL PROVISIONS

Article 2 - DESIGN STANDARDS FOR SINGLE FAMILY AND TWO-FAMILY RESIDENTIAL LAND USES

Article 3 - DESIGN STANDARDS FOR ALL OTHER LAND USES

**Article 1 GENERAL PROVISIONS**

**Sections:**

17.44.1.010 Legislative findings.

17.44.1.020 Purpose.

17.44.1.030 Applicability.

17.44.1.040 Installation and maintenance.

17.44.1.050 Specifications for landscaping materials.

17.44.1.060 Calculations.

**17.44.1.010 Legislative findings.**

The City Commission makes the following findings:

- A. A healthy environment is an indication of a healthy community;
- B. Landscaping helps to maintain and increase property values;
- C. Trees and landscaping provide lasting social, economic, environmental, and aesthetic benefits to the community;
- D. Flexible standards allow alternative design options that may better fit the needs of the landowner and that may be needed to address unique site characteristics; and



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- E. Landscaped buffers are needed between parcels of incompatible land uses, and as the degree of incompatibility increases, the amount of buffering (width and landscaping) should increase.

**17.44.1.020 Purpose.**

This Chapter is established to promote the public health, safety, and welfare and is intended to accomplish the following purposes:

- A. Provide flexible standards where possible, rather than rigid requirements;
- B. Promote and improve public health and safety through the abatement of noise, glare of lights, dust, and air pollution;
- C. Improve the aesthetic appearance of the built environment;
- D. Ensure that land uses of different intensity have sufficient buffering between them to minimize negative effects;
- E. Create tree-lined streetscapes;
- F. Promote economic development by providing a high quality of life;
- G. Enhance ambient environmental conditions by providing shade, air purification, oxygen regeneration, groundwater recharge, storm water runoff mitigation, and heat abatement; and
- H. Encourage the preservation, expansion, protection, and proper maintenance of the community forest.

**17.44.1.030 Applicability.**

The landscaping requirements set forth in Articles 2 and 3 apply to:

- A. New buildings constructed after the effective date of this Chapter;
- B. All buildings being increased in size by at least twenty (20) percent;
- C. All buildings undergoing a substantial improvement;
- D. New vehicular use areas or vehicular use areas undergoing replacement of at least fifty percent (50%) of the pavement area, this does not apply to:
  - 1. Overlay;
  - 2. Restriping; and
  - 3. Seal coat.
- E. An expansion of a vehicular use area by twenty (20) percent or more, if it equates to five (5) or more additional parking spaces; and
- F. All existing properties may not be altered to cause or increase noncompliance with the provisions of this Chapter.

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**17.44.1.040 Installation and maintenance.**

- A. **Standards.** All landscaping shall be installed with standard practices in accordance with the American National Standard Institute (ANSI) A300 and shall be live vegetation.
- B. **Landscaping and certificate of occupancy.** Prior to the issuance of a certificate of occupancy, all landscaping required in this Chapter shall be installed or the following must be completed:
1. For all uses except single-family and two-family residential land uses, an improvement guarantee shall be filed and accepted by the City consistent with Chapter 68 of this Title.
  2. For single-family and two-family residential land uses, landscaping shall be installed within one (1) year from the date of the certificate of occupancy in association with the completion of a Landscape Letter of Commitment on file in the Planning and Community Development Department.
- C. **Landscape maintenance and replacement.** The property owner shall:
1. Maintain landscaping in good condition so as to present a healthy, neat, and orderly appearance free from refuse, weeds, and debris in accordance with the landscaping plan as originally approved;
  2. Replace within six (6) months plant materials that have died or have otherwise been damaged or removed;
  3. Maintain all non-living landscaping materials; and
  4. The owner shall be responsible for the maintenance of all landscaping
- D. **Boulevards.** Any property owner wishing to construct a principal building on a vacant lot shall be responsible for installing and maintaining the boulevard landscaping consistent with this Article.
1. Removal of a boulevard tree shall be consistent with OCCGF Title 12, Chapter 15.
  2. Trees shall be pruned to provide vertical clearance of eight (8) feet over sidewalks and fourteen (14) feet over streets.
  3. Trees required in the boulevard areas shall be selected from the list of "Trees for Boulevard Areas in Great Falls" on file in the Planning and Community Development Department.
  4. Mulch must be contained so as not to spill into the street and/or onto the sidewalk. Property owners are required to remove any spillage.
  5. Existing significant boulevard trees that are alive and in healthy condition shall be preserved unless approval is given pursuant to OCCGF Title 12, Chapter 15.
- E. **Street Medians.** When a median is incorporated into a subdivision, the developer shall be responsible for installing the landscaping as part of the project and a homeowners' association shall be responsible for perpetual maintenance, or the City, at its discretion, may accept responsibility. Designs shall be approved by the City.
- F. **Mature tree credit.** Mature coverage of existing canopy trees will be computed and applied directly to the required landscaping as follows:

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1. Every existing mature tree of at least six (6) inches of diameter will be applied as the equivalent of two (2) required interior trees.
2. The diameter of the mature tree will be measured pursuant to the requirements of this Article.
3. Health and placement of the mature tree will be taken into consideration by the City when applying the mature tree credit.

**17.44.1.050 Specifications for landscaping materials.**

- A. **Generally.** All plant materials shall be installed pursuant to the minimum requirements as provided by this Chapter. All plant material shall be healthy, vigorous, and free of disease and insects. Plant material shall conform to the specifications of the American Association of Nurserymen (AAN) for Grade No. 1.
- B. **Trees.** Trees shall meet the following standards:
  1. Boulevard trees shall be at least one and one-half (1½) inches trunk caliper, measured six (6) inches from the soil line or root flare; and
  2. Interior deciduous trees shall be at least one and one (1) inch trunk caliper measured six (6) inches from the soil line or root flare, and interior evergreen trees shall have a minimum planting height of five (5) feet.
- C. **Shrubs.** Shrubs shall be at least two-gallon container-grown material or bare-root of eighteen (18) inches of height or greater.
- D. **Perennials.** Perennials shall be at least one-gallon container-grown material or of equivalent size if bare-root.
- E. **Turf.** Turf areas may be sodded or seeded. In areas subject to erosion, sod shall be used. Sod shall be commercially grown and clean and free of weeds, noxious pests, and diseases. If seeded, temporary watering is required, and a vegetative cover shall be established with a density of at least 70% of the seeded area in order for a certificate of occupancy to be issued.
- F. **Mulch.** Acceptable mulches include organic materials (wood chips and shredded bark), and inert inorganic materials (decomposed granite, cobble and gravel). Where mulch is used as a ground treatment, it shall be applied to a depth of three (3) inches. A suitable landscape fabric shall be placed between the soil and mulch to impede weed growth for inert organic materials.
- G. **Lawn edging.** Lawn edging shall be installed around all shrub beds except for single-family and two-family land uses. Acceptable lawn edging includes steel, aluminum, polyethylene, and concrete curbing.

**17.44.1.060 Calculations.**

When a calculation is used to determine the number of required trees, or the like, and results in a fraction, the requirement shall be rounded to the nearest whole number.

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**Article 2 DESIGN STANDARDS FOR SINGLE-FAMILY AND TWO-FAMILY RESIDENCE LAND USES**

**Sections:**

17.44.2.010 Boulevards.

17.44.2.020 Landscaping requirements.

**17.44.2.010 Boulevards.**

- A. Boulevards shall contain sod and trees with three (3) foot diameter organic mulched reservoirs and may include shrubs, perennials, and/or ornamental plants (within a landscaping bed).
- B. Materials and vegetation prohibited in a residential boulevard include, but are not limited to, the following:
  - 1. Artificial vegetation including, but not limited to, trees, shrubs, perennials, and grass;
  - 2. All non-living material except as specifically allowed by this Chapter;
  - 3. Fences and/or walls (unless approved via a Boulevard Encroachment Permit by the City Engineer);
  - 4. Gravel, decomposed granite, or cobble; and
  - 5. Sand.
- C. At least one (1) canopy-type tree shall be planted and maintained in a boulevard section for each thirty-five (35) lineal feet of street and avenue frontage or portion thereof not covered by driveway, sidewalks, or other approved hard surface.
- D. Trees shall be spaced more or less evenly along the length of the boulevard area, taking into account the location of light poles, fire hydrants, and the like, and the mature canopy width of existing trees and those being planted.
- E. No shrub shall be planted within five (5) feet of a fire hydrant or within a clear vision triangle as defined in OCCGF § 17.32.160, if its mature height will exceed two and one-half (2½) feet. The height shall be measured from the adjoining street centerline surface elevation.

**17.44.2.020 Landscaping requirements.**

- A. Single-family and two-family dwellings shall contain at least one (1) interior tree in addition to the required boulevard trees.
- B. Turf grass or ground cover plants shall cover at least fifty (50) percent of the lot area not covered by a structure.
- C. Regional stormwater facilities shall be landscaped pursuant to OCCGF Title 13.

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**Article 3 DESIGN STANDARDS FOR ALL OTHER LAND USES**

**Sections:**

17.44.3.010 Submittals.

17.44.3.020 Boulevards.

17.44.3.030 Landscaping requirements.

**17.44.3.010 Submittals.**

All landscape specifications, plans, etc., shall be submitted to the City Planning and Community Development Department for review and approval. Plans shall be to scale and shall include at a minimum:

- A. A site plan showing dimensioned location of all plant materials, site amenities (signage, benches, etc.), north arrow, property lines, visibility triangles, easements, utilities and otherwise;
- B. A plant list containing botanical names, common name, plant size, number, and variety of each plant used and mature area of coverage of canopy trees; and
- C. An analysis of the requirements found in this Chapter including the calculation of required interior landscaping, rate of plantings, and boulevard tree requirements.

**17.44.3.020 Boulevards.**

- A. Boulevards shall contain sod and trees with three (3) foot diameter organic mulched reservoirs and may include shrubs, perennials, and/or ornamental plants (within a landscaping bed).
- B. Materials and vegetation prohibited in a boulevard include, but are not limited to, the following:
  - 1. Artificial vegetation including, but not limited to, trees, shrubs, vines, bushes, flowers, and grass;
  - 2. Fences and/ or walls (unless approved through a Boulevard Encroachment Permit by the City Engineer); and
  - 3. Sand.
- C. At least one (1) canopy-type tree shall be planted and maintained in the boulevard section for each fifty (50) lineal feet of street and avenue frontage or portion thereof not covered by driveway, sidewalks, or other approved hard surface.
- D. Trees shall be spaced more or less evenly along the length of the boulevard area, taking into account the location of light poles, fire hydrants, and the like, and the mature canopy width of existing trees and those being planted.

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- E. Any landscaping in the boulevard area that impedes pedestrian travel or is deemed detrimental to public safety shall be pruned or removed, immediately by the property owner, tenant, or agency upon written notification from the City.
- F. Limited amounts of non-living materials (mulches) are permitted when used in conjunction with shrub and tree plantings. Acceptable mulches include organic materials (wood chips and shredded bark), and inert inorganic materials (decomposed granite and gravel). Where inert organic materials are used, a suitable landscape fabric shall be placed between the soil and mulch material to impede weed growth. However, the use of these substitute materials must be specifically approved by the City as part of a landscape plan.
- G. All non-living material must be contained and shall not spill into the street and/or onto the sidewalk. Owners are required to remove any spillage.
- H. No shrub shall be planted within five (5) feet of a fire hydrant or within a clear vision triangle (as defined in OCCGF § 17.32.160) if its mature height will exceed two and one-half (2½) feet. The height shall be measured from the adjoining street centerline surface elevation.
- I. An automatic irrigation system shall be required.

**17.44.3.030 Landscaping requirements.**

- A. **Minimum requirements for interior landscaping.** The minimum square footage of interior landscaping, inclusive of landscaping in vehicular use areas, shall be fifteen (15) percent of the gross property area to be developed or redeveloped for all uses except industrial.
- B. **Vehicular use area requirements.** A minimum of ten (10) percent of off-street vehicular use areas must be landscaped. This requirement can be a part of the required interior landscaping pursuant to § 17.44.3.030(A.). The following specific standards shall apply:
  - 1. Each row of parking spaces in interior parking areas shall be terminated by a landscaped island;
  - 2. There shall be no more than twenty (20) parking spaces in a row without a landscaped island;
  - 3. Landscaped islands shall have a minimum island dimension (inside curb face to inside curb face) of six (6) feet and shall extend the length of the parking space;
  - 4. Landscaped areas within a vehicular use area shall be bounded by continuous concrete curbs or similar barrier approved by the City Engineer;
  - 5. Landscaped islands must contain a tree with either shrubs and/or turf grass. If light poles are located within a landscape island, the island tree may be planted in another location within the interior area to be landscaped; and
  - 6. Where a vehicular use area abuts a public-use roadway, a minimum six (6) feet of landscaping shall be provided between the vehicular use area and the property line.
- C. **Irrigation of Landscaping.** An automatic irrigation system shall be required.
- D. **Rate of plantings.**

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1. **For sites less than two (2) acres:** There shall be a minimum of one (1) tree and four (4) shrubs planted and maintained per four hundred (400) square feet, or fraction thereof, of required interior landscaping.
  2. **For sites two (2) acres and greater:** There shall be a minimum of one (1) tree and four (4) shrubs planted and maintained per five hundred (500) square feet, or fraction thereof, of required interior landscaping.
  3. **Perennial substitution:** Two (2) perennials or one (1) ornamental grass may be substituted for one (1) shrub for a maximum of thirty (30) percent of total required shrubs.
  4. **Non-vegetative special features:**
    - i. Nine (9) cubic feet of freestanding permanent sculpture which is integrated with other landscaping may be substituted for one (1) shrub with a maximum of ten (10) percent of total required shrubs. Requirements shall be approved by the City.
    - ii. Stone boulders not smaller than two (2) feet in diameter which are integrated with other landscaping may be substituted for one (1) shrub with a maximum of ten (10) percent of total required shrubs.
- E. **Boulevard landscaping credit.** Twenty-five (25) percent of the boulevard landscaping area, excluding sidewalks and driveways, may be credited to the interior landscaping area requirement specified in (A). In addition, up to two (2) shade trees planted in the boulevard area may be credited toward interior tree requirements.
- F. **Buffer between uses.** Where a non-residential use abuts a residential use, a minimum fifteen-foot landscape buffer shall be provided along the full length of the shared property line. The landscape buffer shall contain sod, trees, and shrubs. The plantings required for the landscape buffer may be counted towards the interior rate of plantings requirement.
- G. **Screening between uses.** Where a vehicular use area abuts an adjacent residential use one of the following shall be installed to screen the residential use from the lights of the vehicles:
1. **Fence or wall.** Provide a six-foot tall, 100 percent opaque wall or fence along the shared property line; or
  2. **Landscape Berm.** Provide a berm at least three (3) feet in height with landscaping at the top of the berm. If the berm is less than five (5) feet in height, it must include at least one shrub or tree per three (3) linear feet along the top of the berm.
- H. **Natural amenities.** When a site abuts a natural amenity such as a flood plain, canal, park or other open space, the landscape plan shall integrate with and respect the natural integrity of the amenity.
- I. **Stormwater facilities.** By design, stormwater facilities shall be physically, functionally, and visually integrated into adjacent landscape areas.
- J. **Landscaping in Central business core.** All properties located in the C-4 Central business core zoning district are exempt from the above listed requirements except for Subsections (B.) and (C.) of this Section.

(Ord. 3211, 2019; Ord. 2958, 2007; Ord. 2950, 2007; Ord. 2923, 2005; Ord. 2734, 1998; Ord. 2687, 1995; Ord. 2599, 1991; Ord. 2549, 1989; Ord. 2404, 1985; Ord. 2185, 1980)





17.44.1.010 Legislative findings.	
2. <del>Landscaping is a means of making City living more pleasant.</del>	Removed due to subjectivity
17.44.1.020 Purpose.	
1. <del>Make the City more attractive and aesthetically pleasing.</del>	Removed due to subjectivity
G. Enhance ambient environmental conditions by providing shade, air purification, oxygen regeneration, groundwater recharge, storm water runoff <del>retardation</del> <b>mitigation</b> , and <del>noise, glare and heat abatement;</del> <b>and</b>	“Mitigation” matches typical industry language Noise and glare repeated from B.
17.44.1.030 Applicability.	
<p><b>The landscaping requirements set forth in Articles 2 and 3 apply to:</b></p> <p><b>A. New buildings constructed after the effective date of this Chapter;</b></p> <p><b>B. All buildings being increased in size by at least twenty (20) percent;</b></p> <p><b>C. All buildings undergoing a substantial improvement;</b></p> <p><b>D. New vehicular use areas or vehicular use areas undergoing replacement of at least fifty percent (50%) of the pavement area, this does not apply to:</b></p> <ol style="list-style-type: none"> <li>1. <b>Overlay;</b></li> <li>2. <b>Restriping; and</b></li> <li>3. <b>Seal coat.</b></li> </ol> <p><b>E. An expansion of a vehicular use area by twenty (20) percent or more, if it equates to five (5) or more additional parking spaces; and</b></p> <p><b>F. All existing properties may not be altered to cause or increase noncompliance with the provisions of this Chapter.</b></p>	<p>New Applicability section combines all provisions that were previously separated throughout the Chapter into one section.</p> <p>Language reworded to “substantial improvement” which is defined in Chapter 8.</p> <p>Language revised to specify which vehicular use areas projects trigger applicability and 3 exceptions that do not.</p> <p>Noncompliance provision prevents existing landscapes to be reduced/removed beyond the requirements of this chapter. In other words, if a property owner were to remove landscaping 5 years after construction, the City can utilize this provision for code enforcement</p>
17.44.1.040 Installation and maintenance.	
<b>A. Standards. All landscaping shall be installed with standard practices in accordance with the American National Standard Institute (ANSI) A300 and shall be live vegetation.</b>	References industry standards

<p><b>B. Landscaping and certificate of occupancy.</b> Prior to the issuance of a certificate of occupancy, all landscaping required in this <del>chapter</del> <b>Chapter</b> shall be installed or <b>the following must be completed:</b></p> <ol style="list-style-type: none"> <li><b>For all uses except single family and two-family residential land uses;</b> an improvement guarantee shall be filed and accepted by the City <b>consistent with Chapter 68 of this Title.</b> <del>Interior landscaping for single family dwellings shall be installed within one (1) year from the date of the certificate of occupancy.</del></li> <li><b>B.—For single-family and two-family residential land uses; landscaping shall be installed within one (1) year from the date of the certificate of occupancy in association with the completion of a Landscape and screening Letter of Commitment on file in the Planning and Community Development Department.</b></li> </ol>	<p>Clarifies by separating into two sections to match existing policy</p> <p>Reference to Letter of Commitment matches existing Department policy</p>
<p><b>C. Landscape maintenance and replacement.</b> The property owner shall:</p> <ol style="list-style-type: none"> <li>Maintain <b>landscaping in good condition so as to present a healthy, neat, and orderly appearance, free from refuse, weeds, and debris in accordance with</b> the landscaping plan as originally approved;</li> <li>Replace plant materials <b>within six (6) months</b> that have died or have otherwise been damaged or removed;</li> <li>Maintain all non-<del>live</del> <b>living</b> landscaping materials; <b>and</b></li> <li><b>The owner responsible for the maintenance of all</b> <del>All landscaping shall be installed in accordance with "Arboricultural Standards and Specifications" and</del></li> </ol>	<p>Language relocated when reorganizing the Chapter</p> <p>Timeframe added for clarity</p> <p>Removed “tenant, or agent, if any” to be consistent with language in other titles. Responsibility of landscape maintenance is on the owner</p>
<p><b>D. Boulevards.</b> Any property owner wishing to construct a principal building on a vacant lot shall be <del>live vegetation</del> <b>responsible for installing and maintaining the boulevard landscaping consistent with this Article.</b></p> <ol style="list-style-type: none"> <li><b>Removal of a boulevard tree shall be consistent with OCCGF Title 12, Chapter 15.</b></li> <li><b>Trees shall be pruned to provide vertical clearance of eight (8) feet over sidewalks and fourteen (14) feet over streets.</b></li> <li><b>Trees required in the boulevard areas shall be selected from the list of “Trees for Boulevard Areas in Great Falls” on file in the Planning and Community Development Department.</b></li> <li><b>Mulch must be contained so as to not spill into the street and/or onto the sidewalk. Property owners are required to remove any spillage. D.</b></li> <li><b>Existing significant boulevard trees that are alive and in healthy condition shall be preserved unless approval is given pursuant to OCCGF Title 12, Chapter 15.</b></li> </ol>	<p>Language relocated when reorganizing the Chapter</p> <p>Added Reference to Chapter 15 - TREE REMOVAL</p> <p>Document removed from Appendix B to allow for easier modification as urban forest issues evolve requiring an update to the list</p> <p>Added to preserve existing healthy trees</p>

<p><b>E. Street Medians.</b> When a median is incorporated into a subdivision, the developer shall be responsible for installing the landscaping as part of the project and a homeowners' association shall be responsible for perpetual maintenance, or the City, at its discretion, may accept responsibility. Designs shall be approved by the City.</p>	<p>Language relocated when reorganizing the Chapter</p>
<p><b>F. Mature tree credit.</b> Mature coverage of existing canopy trees will be computed and applied directly to the required landscaping— <b>as follows:</b></p> <ol style="list-style-type: none"> <li>1. <b>Every existing mature tree of at least six (6) inches of diameter will be applied as the equivalent of two (2) required interior trees.</b></li> <li>2. <b>The diameter of the mature tree will be measured pursuant to the requirements of this Article.</b></li> <li>3. <b>Health and placement of the mature tree will be taken into consideration by the City when applying the mature tree credit.</b></li> </ol>	<p>Mature tree credit re-written to be more concise and less confusing</p>
<p>17.44.1.030(G) <del>Tree protection and replacement.</del></p>	<p>Existing mature tree credit section replaced above</p>
<p>17.44.1.050 Specifications for landscaping materials.</p>	
<p><b>Generally.</b> All plant material shall be healthy, vigorous, and free of disease and insects. Plant material shall conform to the specifications of the American Association of Nurserymen (AAN) for <b>Grade No. 1 grade.</b></p> <p>A.— <b>Generally. All plant materials shall be installed pursuant to the minimum requirements as provided by this Chapter.</b> All plant material shall be healthy, vigorous, and free of disease and insects. Plant material shall conform to the specifications of the American Association of Nurserymen (AAN) for <b>Grade No. 1-grade.</b></p> <p>B. <b>Trees.</b> Trees shall meet the following standards:</p> <ol style="list-style-type: none"> <li>1. <del>Shade</del>—Boulevard trees shall be at least one and one-half (1½) inches trunk caliper, measured <del>one (1) foot above</del> <b>six (6) inches from the ground-soil line or root flare;</b></li> <li>2. <b>Interior deciduous</b> trees shall be at least one and one-quarter (1¼) inches trunk caliper measured <del>one (1) foot above</del> <b>six (6) inches from the ground-soil line or root flare; and</b></li> <li>3. <b>Interior evergreen trees</b> shall have a minimum planting height of five (5) feet.</li> </ol> <p>C. <b>Shrubs.</b> Shrubs shall be at least two-gallon container-grown material or <del>of equivalent size if bare-root.</del> <b>of eighteen (18) inches of height or greater.</b></p> <p>D. <del>Groundcover.</del> <del>Groundcover</del> <b>Perennials. Perennials</b> shall be at least one-gallon container-grown material or of equivalent size if bare-root.</p> <p>E. <b>Turf.</b> Turf areas may be sodded or seeded. In areas subject to erosion, sod shall be used. Sod shall be commercially grown and clean and free of weeds, noxious pests, and diseases. <b>If seeded,</b></p>	<p>“pursuant to minimum requirements” added to state as long as a development meets minimum requirements it is in compliance</p> <p>Now separating sizing requirements into 2 categories for clarity – Boulevard &amp; Interior Trees</p> <p>Added “or of equivalent size if bare-root” back to the provision</p> <p>70% establishment required per EPA standard stabilization</p>

<p><b>temporary watering is required, and a vegetative cover shall be established with a density of at least 70% of the seeded area in order for a certificate of occupancy to be issued.</b></p> <p>F. <b>Mulch. Acceptable mulches include organic materials (wood chips and shredded bark), and inert inorganic materials (decomposed granite, cobble and gravel).</b> Where mulch is used as a ground treatment, it shall be applied to a depth of <del>four</del> <b>three (3)</b> inches. A suitable landscape fabric shall be placed between the soil and mulch to impede weed growth <b>for inert organic materials.</b></p> <p>G. Lawn edging. It is <del>recommended</del> <b>required</b> that lawn edging be installed around all shrub beds <b>except for single-family and two-family land uses. Acceptable lawn edging is includes steel, aluminum, polyethylene, and concrete curbing.</b></p>	<p>Clarifies what mulch materials are acceptable</p> <p>3 inches is industry standard</p> <p>More specific language for clarification that provision applies to “all other land uses”, not single and two-family residences</p>
<p><b>17.44.1.050 — Retaining wall standards.</b></p>	<p>Section removed Covered in International Building Code (IBC)</p>
<p>17.44.1.060 Calculations.</p>	
<p>When a calculation is used to determine the number of required trees, or the like, and results in a fraction, the requirement shall be <del>considered the whole number (rounded up)</del> <b>to the nearest whole number.</b></p>	<p>Changed to traditional rounding which will slightly drop plant counts (Previously 1.05 would round up to 2)</p>
<p><b>Article 2 – DESIGN STANDARDS FOR SINGLE-FAMILY AND TWO-FAMILY RESIDENCE LAND USES</b></p>	
<p><b>Sections:</b></p> <p><del>17.44.2.010 General provisions.</del></p> <p><del>17.44.2.020 Responsibility for installation of street trees.</del></p> <p><del>17.44.2.030 Landscaping for street medians.</del></p> <p><del>17.44.2.040 Landscaping for boulevard areas.</del></p> <p><b>17.44.2.010 Boulevards.</b></p> <p><b>17.44.2.020 Landscaping requirements.</b></p>	<p>Sections consolidated and simplified</p>
<p>17.44.2.010 General provisions.</p>	
<p>A. <del>Permit required. A permit is required to:</del></p> <p>1. <del>plant trees in the boulevard area</del></p>	

<p>2. <del>remove or prune existing trees in the boulevard area</del></p> <p>B. <del>Vertical clearance.</del></p> <p>C. <del>Supplemental uses. Street medians and boulevard areas may contain sidewalks, utility installations, signs, benches, and other structures installed by a public agency.</del></p> <p>D. <del>Tree selection. Trees required in this article shall be selected from the list contained in Appendix B.</del></p> <p>E. <del>Required removal. Any landscaping in the boulevard area or street median that impedes pedestrian travel or is deemed detrimental to public safety shall be removed immediately by the property owner or agent upon written notification by the City.</del></p> <p>F. <del>Mulch.</del></p>	<p>Moved to Article 1 – General Provisions</p>
<p>17.44.2.020 Responsibility for installation of street trees.</p>	
<p><del>The property owner wishing to construct a principal building on a vacant lot shall be responsible for installing the street trees consistent with this article.</del></p>	<p>Moved to Article 1 – General Provisions</p>
<p>17.44.2.030 Landscaping for street medians.</p>	
<p>A. <del>Applicability. When a median is incorporated into a subdivision, the provisions of this section apply.</del></p> <p>B. <del>Installation and maintenance responsibility. The developer shall be responsible for installing the landscaping as part of the project and a homeowners association shall be responsible for perpetual maintenance or the City, at its discretion, may accept responsibility.</del></p> <p>C. <del>Number of trees required. At least two (2) ornamental trees or one (1) for each twenty-five (25) feet of length of the median, whichever is more, shall be planted and maintained within the median. By way of example, a median four hundred forty (440) feet long will require eighteen (18) ornamental trees and a forty-foot median requires two (2) trees.</del></p> <p>D. <del>Placement of trees. Ornamental trees shall be planted at least three (3) feet from any curb or other pavement.</del></p> <p>E. <del>Spacing of trees. Trees shall be spaced more or less evenly along the length of the median taking into account the location of light poles, fire hydrants, and the like and the mature canopy width of existing trees and those being planted.</del></p> <p>F. <del>Shrubs, flowers and turf grass. Shrubs, ground cover, and flower beds may be planted in the median to supplement the trees. Turf grass shall be installed within the median except in those areas occupied planting beds for shrubs, ground cover, and/or flowers.</del></p>	<p>Moved applicability to Article 1</p> <p>Removed specific requirements of street medians and stated designs must be approved by the City in Article 1 - allows for design flexibility</p>
<p>17.44.2.010 Boulevards.</p>	
<p>A. Boulevards shall contain <b>sod</b> and trees (with <b>three (3) foot diameter</b> organic mulched reservoirs) and may include shrubs, <del>flowers</del> <b>perennials</b>, and/or ornamental plants (<del>with organic mulched reservoirs within a landscaping bed</del>).</p>	<p>Added mulching requirement for clarification</p>

<p><b>B. Materials and vegetation prohibited in a residential boulevard include, but are not limited to, the following:</b></p> <ol style="list-style-type: none"> <li>1. Artificial vegetation including, but not limited to, trees, shrubs, perennials, and grass;</li> <li>2. All non-living material except as specifically allowed by this Chapter;</li> <li>3. Fences and/or walls (unless approved via a Boulevard Encroachment Permit by the City Engineer);</li> <li>4. Gravel, decomposed granite, or cobble; and</li> <li>5. Sand.</li> </ol>	<p>Language relocated when reorganizing the Chapter</p>
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17.44.2.020 Landscaping requirements.

<p><b>A. Single-family and two-family dwellings shall contain at least one (1) interior tree in addition to the required boulevard trees.</b></p> <p><b>B. Turf grass or ground cover plants shall cover at least fifty (50) percent of the lot area not covered by a structure</b></p>	<p>Provision changed to reduce requirements</p>
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Article 3 – DESIGN STANDARDS FOR ALL OTHER LAND USES

<p><b>Sections:</b></p> <p><b>17.44.3.010 Submittals.</b></p> <p><b>17.44.3.020 Boulevards.</b></p> <p><b>17.44.3.030 Landscaping requirements.</b></p>	<p>All new sections</p>
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17.44.3.010 Submittals.

<p><b>All landscape specifications, plans, etc. shall be submitted to the City Planning and Community Development Department for review and approval. Plans shall be replaced with approved plantings within three (3) months to scale, and shall include at a minimum:</b></p> <p><b>A.</b> A site plan showing dimensioned location of all plant materials, site amenities (signage, benches, etc.), north arrow, property lines, <b>visibility triangles</b>, easements, utilities and otherwise;</p> <p><b>C.</b> <b>An analysis of the requirements found in this Chapter including the calculation of required interior landscaping, rate of plantings, and boulevard tree requirements.</b></p>	<p>Language relocated when reorganizing the Chapter</p> <p>Added visibility triangles onto landscape plan to confirm clearance</p> <p>Added code analysis requirement to provide breakdown of calculations</p>
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17.44.3.020 Boulevards.

~~C. Boulevards in non-residential areas. Boulevards in non-residential areas shall conform to the following standards: At least one (1) canopy type tree shall be planted and maintained in the boulevard section for each fifty (50) lineal feet of street and avenue frontage or portion thereof not covered by driveway, sidewalks, or other approved hard surface.~~

~~Boulevards shall contain grass and trees, and may contain shrubs, flowers, and/or ornamental plants.~~

~~4. At least one (1) canopy type tree shall be planted and maintained in the boulevard section for each thirty five (35) lineal feet of street and avenue frontage or portion thereof.~~

~~5. Trees shall be spaced more or less evenly along the length of the boulevard area, taking into account the location of light poles, fire hydrants, and the like and the mature canopy width of existing trees and those being planted.~~

~~6. No shrub shall be planted within five (5) feet of a fire hydrant or within a clear visibility triangle (as defined in Chapter 32, Section 17.32.160 of this Title) if its mature height will exceed two and one-half (2½) feet. 7. Any landscaping in the boulevard area that impedes pedestrian travel or is deemed detrimental to public safety shall be removed immediately by the property owner, tenant, or agency upon written notification of the City.~~

~~8. Landscaping shall be maintained and those plantings which fail to survive shall be replaced with approved plantings within three (3) months.~~

~~9. An automatic irrigation system shall be required of all commercial projects and multi-family projects with four (4) or more dwelling units.~~

~~11. Materials and vegetation prohibited in a non-residential boulevard include, but are not limited to, the following:~~

~~a. Artificial vegetation including, but not limited to, trees, shrubs, vines, bushes, flowers, and grass.~~

~~b. Fences/walls (unless approved via a Boulevard Encroachment Permit by the City Engineer).~~

~~c. Sand.~~

**I. An automatic irrigation system shall be required.**

Increased from 35 lineal feet to 50 lineal feet to decrease tree count

Includes "Not covered by..." provision to increase design flexibility with site constraints

Language relocated when reorganizing the Chapter

Language relocated when reorganizing the Chapter

17.44.3.010 Applicability

~~A. General applicability. The landscaping requirements set forth in this article apply to:~~

~~1. New buildings constructed after the effective date of this chapter.~~

~~2. All buildings being increased in size by at least twenty (20) percent.~~

~~3. All buildings greater than twenty thousand (20,000) square feet changing occupancy or undergoing interior or exterior remodeling.~~

~~4. New vehicular use areas constructed after the effective date of this chapter.~~

Moved to Article 1

<p><del>5. An expansion of a vehicular use area by twenty (20) percent, if it equates to five (5) or more parking spaces.</del></p> <p><del>6. All buildings and vehicular use areas which have been cumulatively increased in size by twenty-five (25) percent over a ten-year period.</del></p> <p><del>B. Exemption. The following are exempt:</del></p> <p><del>1. Vehicle use areas located within a parking garage or within a building.</del></p>	
<p>17.44.3.020 Submittals</p>	
<p><del>Three (3) copies of all landscape specifications, plans, etc. shall be submitted to the City for review and approval. Plans shall be at a scale of one (1) inch equals twenty (20) feet (for sites one (1) acre or less in size) or one (1) inch equals fifty (50) feet (for sites larger than one (1) acre), and shall include at a minimum:</del></p> <p><del>1. A plant list containing botanical names, common name, plant size, number and variety of each plant used and mature area of coverage of canopy trees.</del></p> <p><del>2. A site plan showing dimensioned location of all plant materials, site amenities (signage, benches, etc.), north arrow, property lines, easements, utilities and otherwise, and adjacent land uses.</del></p> <p><del>3. A plan showing location and construction details for all irrigation systems to be installed.</del></p>	<p>Moved to beginning of Chapter 3</p>
<p>17.44.3.030 Landscaping requirements.</p>	
<p><del>A. <b>Minimum requirements for interior landscaping.</b> Minimum—The minimum square footage of interior landscaping, inclusive of landscaping in vehicular use areas and foundation planting areas, shall be fifteen (15) percent of the gross property area to be developed or redeveloped for property located in a commercial zone, and seventeen (17) percent of the gross area to be developed for non-residential all uses in residential zones. <b>except industrial.</b></del></p>	<p>Requirement remains the same</p> <p>This exception is consistent with previous industrial requirements</p>
<p><del>B. <b>Vehicular use area requirements.</b> A portion of the required landscaping, equal to at least A minimum of ten (10) percent of the off-street vehicular use areas, must be located within the vehicular use areas. landscaped. This requirement can be a part of the required interior landscaping pursuant to § 17.44.3.030(A.).</del> The following specific standards shall apply:</p> <p>1. Each row of parking spaces in interior parking areas shall be terminated by a landscaped island;</p> <p>2. There shall be no more than twenty (20) parking spaces in a row without a landscaped island;</p> <p>3. Landscaped islands shall have a minimum island dimension (inside curb face to inside curb face) of six (6) feet and shall extend the length of the parking space.</p> <p>(Ord. 2950, 2007);</p>	<p>Clarifies requirement</p>



<p>4. Landscaped areas within a <del>vehicle</del> <b>vehicular</b> use area shall be bounded by a continuous concrete <del>curb or other</del> <b>curbs or</b> similar barrier approved by the City Engineer.;</p> <p>5. Landscaped islands shall <del>must contain canopy shade trees,</del> <b>a tree with either</b> shrubs and/or turf grass. <b>If light poles are located within a landscape island, the island tree may be planted in another location within the interior area to be landscaped; and</b></p> <p>(Ord. 2950, 2007)</p> <p>6. Where a vehicular use area abuts a public-use roadway, a minimum six (6) feet of landscaping shall be provided between the vehicular use area and the <del>sidewalk with at least seventy-five (75) percent of the area in turf grass.</del> <b>property line.</b></p>	<p>Now requiring a tree in each island unless there is a light pole to encourage more canopy coverage within parking lots to mitigate heat island effect</p> <p>Property line is more appropriate than sidewalk for this requirement</p>
<p>C. <b>Irrigation of Landscaping. An automatic irrigation system shall be <del>mounded</del> required.</b> <i>Mounding requirement adjacent to vehicular use areas.</i></p>	<p>Clarifies previous provision</p>
<p>D. <b>Rate of plantings.</b></p> <p>1. <b>For sites less than two (2) acres: There shall be</b> a minimum of <del>six (6) inches above the height of adjacent vehicular use areas, but not exceeding 3:</del> <b>one (1) tree and shall be protected from vehicular traffic four (4) shrubs planted and maintained per four hundred (400) square feet, or fraction thereof, of required interior landscaping.</b></p> <p>2. <b>For sites two (2) acres and greater: There shall be a minimum of one (1) tree and four (4) shrubs planted and maintained per five hundred (500) square feet, or fraction thereof, of required interior landscaping.</b></p> <p>3. <b>Perennial substitution: Two (2) perennials or one (1) ornamental grass may be substituted for one (1) shrub for a maximum of thirty (30) percent of total required shrubs.</b></p> <p>4. <b>Non-vegetative special features:</b></p> <p>i. <b>Nine (9) cubic feet of freestanding permanent sculpture which is integrated with</b> <del>curbing or other similar barrier landscaping may be substituted for one (1) shrub with a maximum of ten (10) percent of total required shrubs. Requirements shall be approved by the City Engineer.</del></p> <p>ii. <b>Stone boulders not smaller than two (2) feet in diameter which are integrated with other landscaping may be substituted for one (1) shrub with a maximum of ten (10) percent of total required shrubs.</b></p>	<p>Separated planting rates into small and large sites to address feedback that large site plant counts are difficult to implement</p> <p>On small sites, dropped planting rate from 7 shrubs to 4 shrubs per 400 square feet which decreases shrub counts dramatically - around 43%</p> <p>On large sites, dropped planting rate from 7 shrubs per 400 square feet to 4 shrubs per 500 square feet to decrease shrub counts dramatically on large sites - around 54%</p> <p>Codifying perennial substitution which has become standard policy</p> <p>These two new items allow for artistic design flexibility with boulders and art</p>

<p><b>E. Boulevard landscaping credit.</b> Twenty-five (25) percent of the boulevard landscaping area, excluding sidewalks and driveways, may be credited to the interior landscaping area requirement specified in (A). In addition, up to two (2) shade trees planted in the boulevard area may be credited toward interior tree requirements.</p>	<p>Clarifies previous credit</p>
<p><b>F. Buffer between uses.</b> Where a non-residential use abuts a residential use, a minimum fifteen-foot landscape buffer shall be provided along the full length of the shared property line. The landscape buffer shall contain sod, trees, and shrubs. The plantings required for the landscape buffer may be counted towards the interior rate of plantings requirement.</p>	<p>Clarifies previous buffer requirement</p>
<p><b>G. Screening between uses.</b> Where a vehicular use area abuts an adjacent residential use one of the following shall be installed to screen the residential use from the lights of the vehicles:</p> <ol style="list-style-type: none"> <li>1. <b>Fence or wall.</b> Provide a <b>six-foot tall</b>, 100% percent opaque wall or fence along the screening area shared property line; or</li> <li>2. <b>Landscape Berm.</b> Provide a landscape berm at least three (3) feet in height <b>with landscaping at the top of the berm</b>. If the berm is less than five (5) feet in height, it must include at least one shrub or tree per three (3) linear feet along the top of the berm.</li> </ol>	<p>Re-worded for clarification</p> <p>Increased from 4 ft to provide a taller buffer</p> <p>Provides planting specifications for clarity</p>
<p><del>I. <b>Detention and retention areas.</b> Stormwater facilities. By design, detention and retention areas stormwater facilities shall be physically, functionally, and visually integrated into adjacent landscape areas. Standing water is discouraged and shall be properly drained unless incorporated into re-circulating water features or irrigation systems.</del></p>	<p>Removed "Standing water..." section to simplify requirements within landscape code and will refer to storm water manual for technical specifications</p>
<p><b>J. Landscaping in Central Business Core.</b> All properties located in the C-4 central business core zoning district are exempt from the above listed requirements except for Subsections (B.) and (C.) of this Section.</p>	<p>Landscaping plans only need to comply with vehicular use and irrigation requirements for C-4 zoning.</p>
<p><del>F. <b>Rate of plantings.</b> There shall be a minimum of one (1) tree and seven (7) shrubs planted and maintained per four hundred (400) square feet, or fraction thereof, of required interior landscaping.</del></p> <p><del>G. <b>Buffer and screening between uses.</b> Where a commercial or non-residential use abuts a residential use, a minimum fifteen-foot landscape buffer shall be provided along the shared property line. Where vehicular use areas abut adjacent residential property, the lot shall be screened with a decorative masonry or concrete wall at least four (4) feet in height, or with evergreen and deciduous trees and shrubs in combination with low soil berms that will provide ample screening within three (3) growing seasons to protect the residential property.</del></p> <p><del>H. <b>Boulevard landscaping credit.</b> Twenty-five (25) percent of the boulevard landscaping, excluding sidewalks and driveways, may be credited to the interior landscaping requirement specified in item A above.</del></p>	<p>These items are re-worded above</p>
<p><del>I. <b>Foundation planting requirements.</b> For commercial, institutional and civic use buildings in all commercial zoning districts, except the C-4 Central Business Core district, at least fifty (50) percent of the frontage of the building face shall be occupied by a foundation planting bed(s) and at least twenty (20) percent of the frontage of the side of the building shall be occupied by a foundation planting bed(s). The planting beds shall be at least four (4) feet wide, mulched, and contain a mix of vegetation types (annual flowers, perennial flowers, ground cover and shrubs). For example, if a building measures one hundred twenty</del></p>	<p>Foundation requirements have been removed due to requests from engineers to relocate shrubs away from foundations due to soil conditions</p>

~~(120) feet on its face (length) by fifty (50) feet (depth), there would be sixty (60) feet of foundation plantings on the face and ten (10) feet on each of the sides.~~

#### Article 4 – DESIGN STANDARDS FOR INDUSTRIAL BUILDINGS

**Sections:**

- ~~17.44.4.010 Applicability.~~
- ~~17.44.4.020 Submittals.~~
- ~~17.44.4.030 Landscaping requirements.~~

Industrial moved to Article 3

#### Article 5 – DESIGN STANDARDS FOR SINGLE FAMILY, DUPLEX AND MULTI-FAMILY DWELLINGS

**Sections:**

- ~~17.44.4.010 Applicability.~~
- ~~17.44.4.020 Submittals.~~
- ~~17.44.4.030 Landscaping requirements.~~

Residential moved to Article 2



**Item:** Public Hearing - Ordinance 3212, “An Ordinance Amending Title 17 of the Official Code of the City of Great Falls (OCCGF): Repealing Appendix B Pertaining to the List of Required Trees for Boulevard Areas and Street Medians.”

**From:** Planning and Community Development Department

**Initiated By:** Planning & Community Development/Legal Departments

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

**Action Requested:** City Commission adopt Ordinance 3212.

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**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3212, An Ordinance amending Title 17 of the Official Code of the City of Great Falls (OCCGF): Repealing Appendix B pertaining to the List of Required Trees for Boulevard Areas and Street Medians.”

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

**Staff Recommendation:** At the conclusion of a regular scheduled meeting held on January 28, 2020, the Planning Advisory Board voted to recommend that the City Commission adopt Ordinance 3212 to repeal Appendix B pertaining to the List of Required Trees for Boulevard Areas and Street Medians. Staff recommends that the City Commission adopt Ordinance 3212.

**Summary:** First adopted in 2005 as the City’s first comprehensive compilation of code provisions relating to development, Title 17 to the Official Code of the City of Great Falls (OCCGF) has been modified a number of times to keep the Code relevant. Members of the City Commission and Staff have examined numerous sections of the OCCGF and have identified various types of revisions throughout different chapters of the Code. These deficiencies range from typographical errors, needed content updates, and conflicts with State and Federal law.

As part of the current comprehensive review of the City’s development review process, Title 17, referred to as the “Land Development Code,” contains various development provisions and is the largest and most complex of all OCCGF Titles. In 2019, the City Commission asked Staff to look at the Code to see if there were opportunities for streamlining and improvements to provide better service and flexibility for the development community.

In late 2019, Staff undertook a review of two Chapters of the Land Development Code: Chapter 36 Parking and Chapter 44 Landscaping. Based on this review, input from focus groups, and comparison with codes from other similar communities, Staff has recommended revisions to both Chapters. These changes were brought forth to the City Commission at a Work Session on December 3, 2019 for the Parking Chapter and January 7, 2020 for the Landscaping Chapter. Staff also presented a summary of the changes to each Chapter at a Town Hall meeting that was held on January 8, 2020.

At its regularly scheduled meeting on February 18, 2020, the City Commission set the Public Hearing for March 17, 2020. The public hearing was properly noticed in compliance with noticing requirements pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.

**Ordinance 3212: Repealing Appendix B**

As Staff evaluated Chapter 44 and its requirements, Staff also reviewed Appendix B which contains the “List of Required Trees for Boulevard Areas and Street Medians”. Throughout the years, discussion has occurred between Planning Staff and the City Forester about the types of trees on this list. Several trees on the current codified list are prohibited by the City Forester because of threat of disease and insect infestation. Other trees have been allowed and should be added to the list to create more options for developers and homeowners. During the last few years, tree substitutions have also been approved based on availability from local suppliers. Therefore, Staff proposes to repeal the Appendix so that these decisions to amend the list can be made at any time, and codification of a new list is not required in the future.

Ordinance 3212 Exhibit A is a document illustrating the repeal of Appendix B of Title 17 of the OCCGF with deleted language in ~~strike through~~. The current working “List of Trees for Boulevard Areas in Great Falls” has been attached for reference. This document is proposed to replace the appendix and will be kept on file at the City.

**Alternatives:** Alternatively, the City Commission could deny adoption of Ordinance 3212.

**Concurrences:** The proposal to repeal Appendix B of Title 17 has been reviewed by various City departments for input. The City Forester has provided his input on the attached tree list that will replace the appendix.

**Attachments/Exhibits:**

- Ordinance 3212
- Ordinance 3212 Exhibit A
- Trees for Boulevard Areas in Great Falls

**ORDINANCE 3212**

**AN ORDINANCE AMENDING TITLE 17 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF): REPEALING APPENDIX B PERTAINING TO THE LIST OF REQUIRED BOULEVARD AREAS AND STREET MEDIANS.**

\* \* \* \* \*

**WHEREAS**, the City Commission established Title 17 of the OCCGF outlining provisions pertaining to, and known as, the Land Development Code; and

**WHEREAS**, the City Commission has recognized deficiencies throughout OCCGF Title 17, Appendix B, including lack of flexibility as urban forest conditions and tree diseases change; and

**WHEREAS**, the City Commission wishes to cure the deficiencies by repealing OCCGF Title 17, Appendix B, as well as to establish consistency within the OCCGF and, where applicable, the Montana Code Annotated; and

**WHEREAS**, at its regularly scheduled January 28, 2020, meeting, the Great Falls Planning Advisory Board voted to recommend that the City Commission adopt Ordinance 3212.

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

**Section 1.** OCCGF Title 17, Appendix B is hereby repealed as depicted in Exhibit “A” attached hereto and by reference incorporated herein; and

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading February 18, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading and public hearing March 17, 2020.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

\_\_\_\_\_  
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara R. Sexe, 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 3212 on the Great Falls Civic Center posting board and the Great Falls City website.

\_\_\_\_\_  
Lisa Kunz, City Clerk

(CITY SEAL)

Exhibit "A"

**Appendix B REPEALED.**

**Appendix B — LIST OF REQUIRED TREES FOR BOULEVARD AREAS AND STREET MEDIANS**

<b>Shade Trees — Large (50' and higher)</b>	
— American Linden	<i>Tilia americana</i>
— Black Walnut	<i>Juglans nigra</i>
— Bur Oak	<i>Quercus macrocarpa</i>
— Green Ash	<i>Fraxinus pennsylvanica</i>
— Green Ash — Bergeson	<i>Fraxinus pennsylvanica</i> "Bergeson"
— Green Ash — Kindred	<i>Fraxinus pennsylvanica</i> "Kindred"
— Green Ash — Patmore	<i>Fraxinus pennsylvanica</i> "Patmore"
— Green Ash — Summit	<i>Fraxinus pennsylvanica</i> "Summit"
— Green Ash — Centennial	<i>Fraxinus pennsylvanica</i> "Centennial"
— Green Ash — Prairie Spire	<i>Fraxinus pennsylvanica</i> "Prairie Spire"
— Hackberry	<i>Celtis occidentalis</i>
<b>Shade Trees — Medium (30' to 50')</b>	
— Black Ash — Fallgold	<i>Fraxinus nigra</i> "Fall Gold"
— Honey Locust	<i>Gleditsia triacanthos</i> "Inermis"
— Honey Locust — Imperial	<i>Gleditsia triacanthos</i> "Imperial"



Appendix B LIST OF REQUIRED TREES FOR BOULEVARD AREAS AND STREET MEDIANS

Exhibit "A"

— Honey Locust – Skyline	<i>Gleditsia triacanthos</i> "Skyline"
— Little Leaf Linden	<i>Tilia cordata</i>
— Little Leaf Linden – Greenspire	<i>Tilia cordata</i> "Greenspire"
— Little Leaf Linden – Glenleven	<i>Tilia cordata</i> "Glenleven"
— Dropmore Linden	<i>Tilia X flavescens</i> "Dropmore"
— Redmond Linden	<i>Tilia X euchlora</i> "Redmond"
— Manchurian Ash	<i>Fraxinus mandshurica</i> "Mancan"
— Ohio Buckeye	<i>Aesculus glabra</i>
— Norway Maple	<i>Acer platanoides</i>
— Norway Maple – Emerald Lustre	<i>Acer platanoides</i> "Emerald Lustre"
<b>Ornamental Trees</b>	
— Amur Chokecherry	<i>Prunus maackii</i>
— Japanese Tree Lilac	<i>Syringa reticulata</i>
— Snowbird Hawthorne	<i>Crataegis</i> sp. "Snowbird"
— Toba Hawthorne	<i>Crataegis</i> sp. "Toba"
— Mayday	<i>Prunus padus</i>
— Tatarian Maple	<i>Acer tataricum</i>

## Trees for Boulevard Areas in Great Falls



<b>Common Name</b>	<b>Botanical Name</b>	<b>Height</b>	<b>Spread</b>	<b>Notes</b>
Elm, Brandon	<i>Ulmus americana</i> 'Brandon'	40-60 ft.	30-40 ft.	Don't use where Dutch Elm Disease is present
Elm, Prairie Expedition	<i>Ulmus Americana</i> 'Lewis & Clark	50-60 ft.	40 ft.	Variety is Dutch Elm Disease resistant
Hackberry	<i>Celtis occidentalis</i>	40-60 ft.	40 ft.	Tough and adaptive tree often overlooked.
Honeylocust, Imperial	<i>Gleditsia triacanthos inermis</i> 'Impcole'	40-50 ft.	35 ft.	Tall, broad canopy. Small, compound leaves. Yellow fall color.
Honeylocust, Prairie Silk	<i>Gleditsia triacanthos inermis</i> 'Dursan'	35-40 ft.	30 ft.	Smaller variety. Small, compound leaves. Yellow fall color.
Honeylocust, Skyline	<i>Gleditsia triacanthos inermis</i> 'Skycole'	40-50 ft.	35 ft.	Tall, broad canopy. Small, compound leaves. Yellow fall color.
Linden, American	<i>Tilia americana</i>	40-50 ft.	30-40 ft.	Aka Basswood. Small, scented flowers.
Linden, Boulevard	<i>Tilia americana</i> 'Boulevard'	40-50	20-30 ft.	Narrower than American Linden. Small, scented flowers.
Linden, Glenleven	<i>Tilia codata</i> 'Glenleven'	50-70 ft.	40-50 ft.	Little-leaf linden. Small, scented flowers.
Linden, Greenspire	<i>Tilia codata</i>	35-45 ft.	25-35 ft.	Little-leaf or European linden. Yellow fall color. Scented flowers.
Linden, Dropmore	<i>Tilia x flavescens</i> 'Dropmore'	40-50 ft.	20-30 ft.	Hybrid of American and Little-leaf Linden.
Linden, Redmond	<i>Tilia americana</i> 'Redmond'	50 ft.	30 ft.	Smaller, but similar to Tilia Americana.
Linden, Harvest Gold	<i>Tilia x mongolica</i> 'Harvest Gold'	40 ft.	30 ft.	Orange fall color. Exfoliating bark.
Maple, Autumn Blaze	<i>Acer x freemanii</i> 'Jeffsred'	50-60 ft.	40 ft.	Red fall color. Can have chlorosis in heavy alkaline soils.
Maple, Sienna Glen	<i>Acer x freemanii</i> 'Sienna'	40-50 ft.	35 ft.	Orange-red fall color. Can have chlorosis in heavy alkaline soils.
Maple, Silver	<i>Acer saccharinum</i>	50-60 ft.	40 ft.	Silver underside of leaves. Large mature size. Fast growing.
Oak, Bur	<i>Quercus macrocarpa</i>	40-60 ft.	40-60 ft.	Slow growing and wind resistant.
Walnut, Black	<i>Juglans nigra</i>	50 ft.	50 ft.	Produces walnuts when mature.

\*Small ornamental trees are permitted with Staff approval under power lines and where special conditions exist. A list of ornamental trees is available at the City of Great Falls Planning and Community Development Office, Room 112 of the Civic Center.



**Item:** Ordinance 3214 – An Ordinance by the City Commission of the City of Great Falls to rezone the properties legally described as the South 85’ of Lot 8, Block 180 and Lots 8-14, Block 179 of the Great Falls Water Power and Townsite Company’s First Addition from Single-family high density and Neighborhood Commercial to Public Lands and Institutional; additionally adoption of Resolution of Intent 10339 - Intention to vacate 5th Avenue North between 12<sup>th</sup> Street and 13<sup>th</sup> Street

**From:** Erin Borland, Planner III, Planning and Community Development

**Initiated By:** C.M. Russell Museum and the Trigg C.M. Russell Foundation, Inc.

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

**Action Requested:** City Commission accept Ordinance 3214 on first reading and set a public hearing for April 7, 2020; City Commission adopt Resolution of Intent 10339.

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**Suggested Motion:**

Commissioner moves:

I. "I move that the City Commission (accept/not accept) Ordinance 3214 on first reading and set a public hearing for April 7, 2020."

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

Commissioner moves:

II. "I move that the City Commission (adopt/deny) Resolution 10339, and set a public hearing for April 7, 2020."

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

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**Staff Recommendation:** At the conclusion of a public hearing held on February 25, 2020, the Zoning Commission recommended that the City Commission approve the applicant’s rezoning petition. Additionally, the Planning Advisory Board recommended that the City Commission approve the applicant’s request to aggregate the parcels – contingent upon the Commission’s decision to vacate the right of way of 5<sup>th</sup> Avenue North.

**Summary:** The C.M. Russell Museum has been a part of Great Falls since the 1930’s when the artist’s log cabin studio and gallery addition opened as the Russell Memorial. Since then the C.M. Russell

Museum complex has grown with the support of the residents of Great Falls. The museum is ready to expand and is requesting several actions in order to make this possible.

**Background:** The applicants, the C.M. Russell Museum and the Trigg C.M. Russell Foundation, Inc., are currently going through a master planning process to examine several ideas for expansion. They have acquired the properties to the north of 5th Avenue N, just adjacent to the museum. They have demolished the existing houses and have come forward with a request to rezone these properties to match the existing zoning of the museum. In conjunction with the rezone, the applicants are requesting that the City approve aggregation of the properties as well as vacate 5th Avenue North between 12th and 13th Streets in order to create a large enough parcel to accommodate the future facility expansion. Finally, in the near future, the applicants will seek to re-route several utilities in order to prepare for future expansion.

The expansion of the museum complex is proposed to be accomplished in two phases. Phase I, slated to commence either this year or in 2021, will add much needed off-street parking spaces to the facility as well as create new greenspace, a sculpture area, and pathway system. Additionally, the applicant hopes to construct a new residential-style building on a separate lot for a preparatory studio. Phase II, which is subject to additional funding and is projected to occur within the next 5-10 years, could include a building addition that would add the following new facilities: 1) atrium entry area, 2) loading dock, and 3) a lower-level, multi-use area for exhibitions and events.

**Analysis of Zoning Map Amendment Request:** The museum facility is classified by the City’s Land Development Code as a Community cultural facility. As noted in the table below, the properties are zoned Single-family high density (R-3) and Neighborhood Commercial (C-1).

Property Address	Current Zoning
1125 5th Avenue North	R-3
509 12th Street North	R-3
1201 5th Avenue North	R-3
1209 5th Avenue North	R-3
1215 5th Avenue North	R-3
1217 5th Avenue North	R-3
1221 5th Avenue North	R-3
1227 5th Avenue North	C-1

Community cultural facilities are classified as Conditional Uses in both of the current zoning districts that encompass the properties. Rather than seek a Conditional Use Permit to authorize the proposed expansion activities, the applicant is moving forward in advance to rezone the properties to Public Lands and Institutional (PLI) to match the zoning of the existing museum facility. If this zoning designation is approved, this will allow the applicant to focus on finishing the master planning and fund raising process – rather than deal with the uncertainty of whether a future Conditional Use request would be approved.

From staff’s perspective, the applicant’s request is justifiable for several reasons. First, the current facility is already zoned PLI. Although the properties in question have been used residentially in the past, the residents and the museum facility have co-existed in the neighborhood for decades. Second, the City’s 2013 Growth Policy contains policy guidance supporting the expansion of existing community facilities provided that contextual issues are evaluated. Finally, while the PLI zoning district contains more permissive development and land use standards than the current R-3 zoning district, the specific

nature of the applicant's proposal (more off-street parking, greenspace, and a reasonably scaled building expansion) is quite compatible the surrounding neighborhood context.

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

### **Intent to Vacate**

The Resolution of Intent for the applicant's request to vacate 5<sup>th</sup> Avenue North between 12<sup>th</sup> and 13<sup>th</sup> Streets is required in conjunction with the request to aggregate all the lots with a non-administrative plat. Staff has spoken with the applicant about existing city utilities that will be affected by the vacation. A 20-foot wide easement must be retained for access to existing public utilities that will eventually be abandoned and relocated. Any required easements will be identified on the applicant's proposed amended plat.

According to Section 7-3-4448, Montana Code Annotated (M.C.A), the owner must file a request for the intent to vacate any right of way. If the enclosed Resolution of Intent is adopted by the City Commission, the Commission must set a date for a public hearing regarding the vacation of right of way. M.C.A. requires a petition to be sent to each of the owners abutting the right of way property. Unless 51 percent of the affected property owners object to the proposed vacation, the Commission may, by ordinance, declare such vacation. Staff notes that the applicant is the only property owner on either side of the right of way.

**Neighborhood Council Input:** The subject properties are located in Neighborhood Council #8. The applicant has previously contacted the Council informally about the proposal and formally presented the project to the Council at their February 20th meeting. The Council asked questions about the expansion proposal and Staff was present to explain the review process for the project. Positive comments about the project were conveyed during the February 20 meeting. Additional public input was provided at the February 25 Zoning Commission hearing.

**Fiscal Impact:** Rezoning the properties from Single-family high density and Neighborhood commercial to Public Lands and Institutional creates no negative fiscal impacts to the City. The future expansion of the museum complex which are proposed to accompany this zoning decision will only have a positive financial impact because it will allow the museum facility to remain viable in its current location for many years.

**Alternatives:** The City Commission could deny acceptance of Ordinance 3214 on first reading and not set the public hearing. Additionally, the City Commission could deny Resolution 10339, however, the City Commission generally schedules public hearings to hear requests of this type to allow for expanded public participation.

**Concurrences:** Staff has coordinated its review of the applicant's request with the Public Works Department. If the City Commission approves the vacation of 5th Avenue North, the Public Works Department will further review the proposal for the relocation of utilities as well as dedication of any necessary easements.

**Attachments/Exhibits:**

- Narrative from Applicants
- Zoning Map
- Ordinance 3214
- Ordinance 3214 - Exhibit A
- Exhibit of Properties Requested for Rezone
- Zoning District Comparison Chart
- Findings of Fact/Basis of Decision – Zoning Map Amendment
- Resolution of Intent 10339
- Resolution of Intent 10339 – Exhibit A
- Preliminary Expansion Renderings



## MEMORANDUM

**DATE:** December 3<sup>rd</sup>, 2019  
**FROM:** Thomas Figarelle, Executive Director  
**TO:** Greg Doyon, City Manager - City of Great Falls  
**RE:** Campus Expansion – Requested Actions to Support Campus Expansion

This memorandum requests the following actions from the City of Great Falls that will support a northward expansion of the C.M. Russell Museum campus, across 5<sup>th</sup> Avenue North.

- 1) Vacation of 5<sup>th</sup> Avenue North between 12<sup>th</sup> and 13<sup>th</sup> Streets and incorporation of this area into the Museum's campus.
- 2) Rezoning of all museum owned properties on the north side of 5<sup>th</sup> Avenue North to Public Lands and Institutions (PLI). See Annex B for details.
  - a. 1125 5<sup>th</sup> Avenue North
  - b. 509 12<sup>th</sup> Street North
  - c. 1201 5<sup>th</sup> Avenue North
  - d. 1209 5<sup>th</sup> Avenue North
  - e. 1215 5<sup>th</sup> Avenue North
  - f. 1217 5<sup>th</sup> Avenue North
  - g. 1221 5<sup>th</sup> Avenue North
  - h. 1227 5<sup>th</sup> Avenue North
- 3) Approval to re-route major utilities that are currently next to the Museum's north end, thereby setting the conditions for future facility expansions. This will be done at the Museum's expense.
- 4) Aggregation of all properties, listed above, into a single lot with 400 13<sup>th</sup> Street North. This will leave the Museum with two lots – those described above and another lot that features the Russell Home and Studio, located on 4<sup>th</sup> Avenue North.

## MUSEUM EXPANSION CONCEPTS

The following concepts are presented as realistic visions of campus expansion, as informed through discussions with key Museum stakeholders, a master plan from 2007, a facility risk assessment from 2017, and a campus design analysis conducted in 2018. They are provided with the intent of initiating discussions with city officials in order to pursue the four requests outlined above.

The concepts below are subject to modification as the Museum develops a comprehensive campus master plan, a process that is presently underway. This effort will continue until June 2020, at which time the Board of Directors will conduct a formal review and approval of the plan.

### INTERIM CONCEPT

The Museum is presently awaiting the approval of all necessary permits to initiate the removal of the structures on the Northside of 5<sup>th</sup> Avenue North. Please see Annex A, letters B thru F. This demolition will leave all mature trees and will provide for a graded surface whereby the Museum will apply sod in order to create a pleasing and usable space for an interim expansion step, prior to implementing any further near-term or long-term expansion concept. Please see Annex C for an illustration.

### NEAR-TERM CONCEPT

Over the next five years, a near-term concept will transform the lots north of the current campus, into increased green-space and additional museum parking. The green-space is eligible for use as an



outdoor interpretation area or for various events. The possible addition of 5<sup>th</sup> Avenue North to the Museum's campus will optimize this concept and allow the Museum to reorient entry approaches into parking lots and the main building in a manner that enhances the arrival experience. The relocation of utilities is also a feature of this concept, in order to prepare for future facility expansion that would require such a move. Based off an initial analysis, the Museum has sufficient funding commitments to facilitate this work. See Annex D for an illustration.

### **PREPARATOR STUDIO**

Within a near-term expansion, it is vital that the Museum establish a studio for the Museum's Preparator Department, the staff who design exhibitions. The current Museum facility does not provide for this space. This proposed studio will include a work shop, space for climate controlled non-fine art storage, and a studio eligible for work by the preparator staff and even a possible artists-in-residence. The Museum owns a portion of the lot on the northwest corner of 12<sup>th</sup> Street and 5<sup>th</sup> Avenue North. An initial analysis highlights that this space is sufficient to host a structure that can accommodate this need. Since this lot is not contiguous with the other properties across 12<sup>th</sup> Street, this is the best use of this currently vacant property. A facility that features a residential-like design, and which is complementary to the neighborhood motif, is preferred. Currently, committed funds for the near-term expansion concept might be used for this purpose, subject to overall costs with the entire project. See the location of this proposed studio on Annex A.

### **LONG-TERM EXPANSION CONCEPT**

A long-term concept is subject to additional funding, whereby the Museum may construct a special event/multi-purpose space to host the annual Russell Exhibition and Sale on campus. Approximately 16,000 square feet is needed to accommodate this event. The illustration in Annex E shows an expansion concept that will accommodate this required space.

The development of a new facility entry is also highlighted as a way to enhance the arrival experience as visitors enter the Museum. Art is intended to inspire the public; therefore, an entry that sets the conditions for this experience is vital to overall visitor engagement. This concept is also subject to further consideration in the master plan; however, it has been highlighted as a long-term need for optimal campus development.

Major funding is necessary to achieve this long-term vision; however, the Museum is presently in a quiet phase of a major fundraising campaign and this concept will be featured to major donors, whose generosity can make it possible. Before these conversations with donors can proceed two actions are necessary: 1) A commitment from the City of Great Falls to vacate 5<sup>th</sup> Avenue North between 12<sup>th</sup> and 13<sup>th</sup> Streets; 2) The approval of a comprehensive campus master plan.

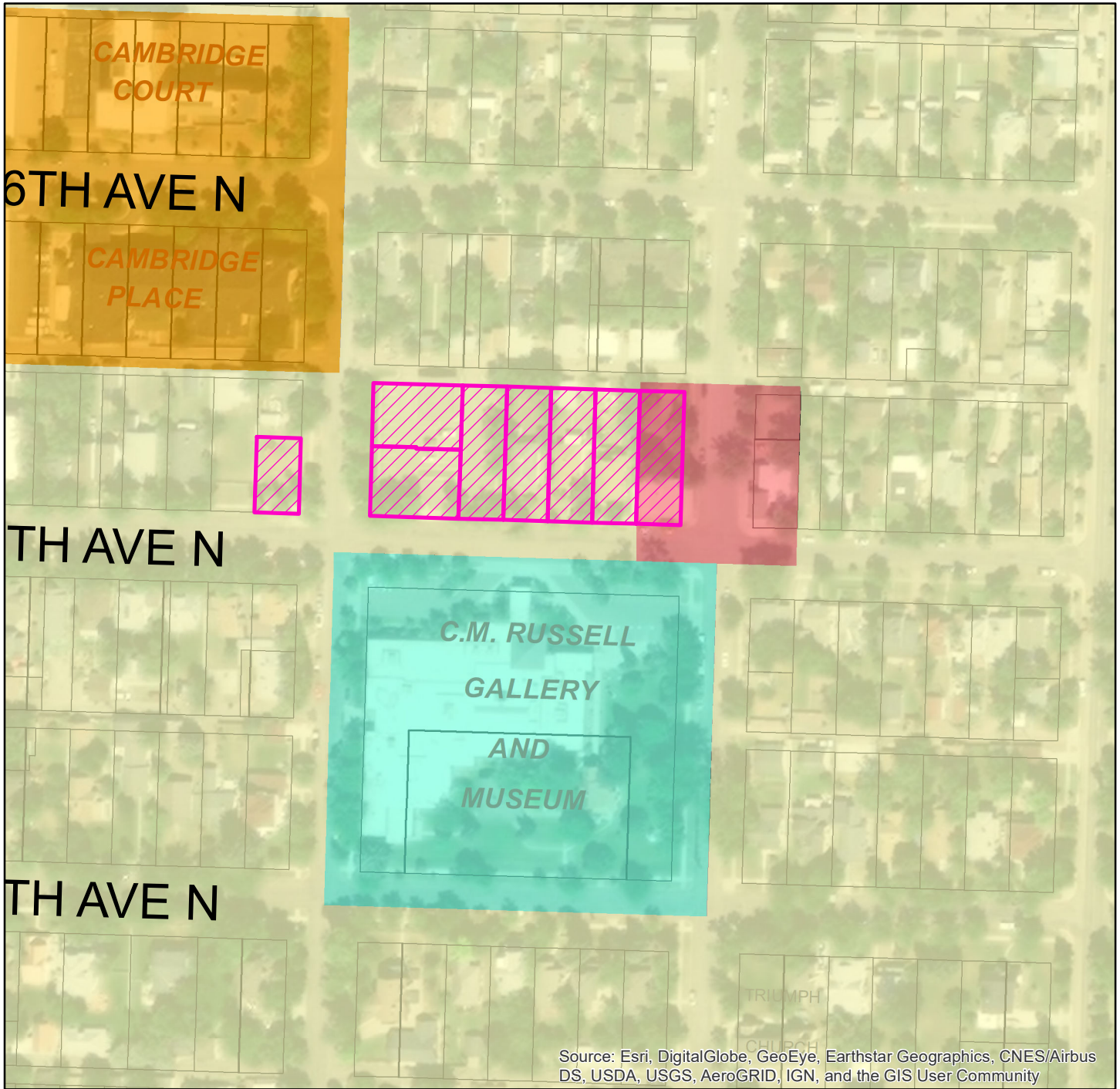
### **CONCLUSION**

The C.M. Russell Museum is postured for continued development and achievement as a premiere cultural center within the American West. A reimagined and expanded campus will ensure that an exceptional facility provides further opportunities for the Museum to reach its full potential. The commitment of the City of Great Falls to support the requests articulated here will empower the Museum to achieve this and to further serve as a source of pride and cultural engagement for the city, the state of Montana and the American West.

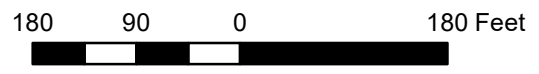
We welcome any and all questions related to this request. Please contact me at (406) 727-8787 or at [tfigarelle@cmrussell.org](mailto:tfigarelle@cmrussell.org). Thank you.



# ZONING MAP



-  Subject Properties to be Rezoned
-  R-3 Single-family High Density
-  R-6 Multi-family High Density
-  C-1 Neighborhood Commercial
-  PLI Public Lands and Institutional
-  Tracts of Land
-  LotLines



**ORDINANCE 3214**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA TO REZONE THE PROPERTIES LEGALLY DESCRIBED AS: S85 FEET OF LOT 8, BLOCK 180 AND LOTS 8-14, BLOCK 179 OF THE GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION, LOCATED IN THE SE1/4 OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.MT. CASCADE COUNTY, MONTANA, FROM R-3 SINGLE-FAMILY HIGH DENSITY AND C-1 NEIGHBORHOOD COMMERCIAL TO PLI PUBLIC LANDS AND INSTITUTIONAL ZONING DISTRICT**

\* \* \* \* \*

**WHEREAS**, the subject properties, located at 1125 5th Avenue North, 509 12th Street North, 1201 5th Avenue North, 1209 5th Avenue North, 1215 5th Avenue North, 1217 5th Avenue North, 1221 5th Avenue North, 1227 5th Avenue North, and legally described above, are presently zoned R-3 Single-family high density and C-1 Neighborhood Commercial district; and

**WHEREAS**, the property owners, C.M. Russell Museum and the Trigg C.M. Russell Foundation, Inc., have petitioned the City of Great Falls to rezone said properties to PLI Public Lands and Institutional zoning district; and

**WHEREAS**, the Great Falls Zoning Commission conducted a public hearing on February 25, 2020, to consider said rezoning from R-3 Single-family high density and C-1 Neighborhood Commercial to PLI Public Lands and Institutional zoning district and, at the conclusion of said hearing, passed a motion recommending the City Commission rezone the property legally described as the South 85 feet of Lot 8, Block 180 and Lots 8-14, Block 179 of the Great Falls Water Power and Townsite Company's First Addition located in the SE1/4 of Section 1, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana; and

**WHEREAS**, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 7th day of April, 2020, before final passage of said Ordinance herein; and

**WHEREAS**, following said public hearing, it was found and decided that the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said rezoning designation be made.

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

Section 1. It is determined that the herein requested rezoning meets the criteria and guidelines cited in Mont. Code Ann §76-2-304, and Section 17.16.40.030 of the OCCGF.

Section 2. That the property legally described as: South 85 feet of Lot 8, Block 180 and Lots 8-14, Block 179 of the Great Falls Water Power and Townsite Company's First Addition located in the SE1/4 of Section 1, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana, be rezoned to PLI Public Lands and Intuitional as shown in Exhibit A.

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 March 17, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading April 7, 2020.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara Sexe, City Attorney

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

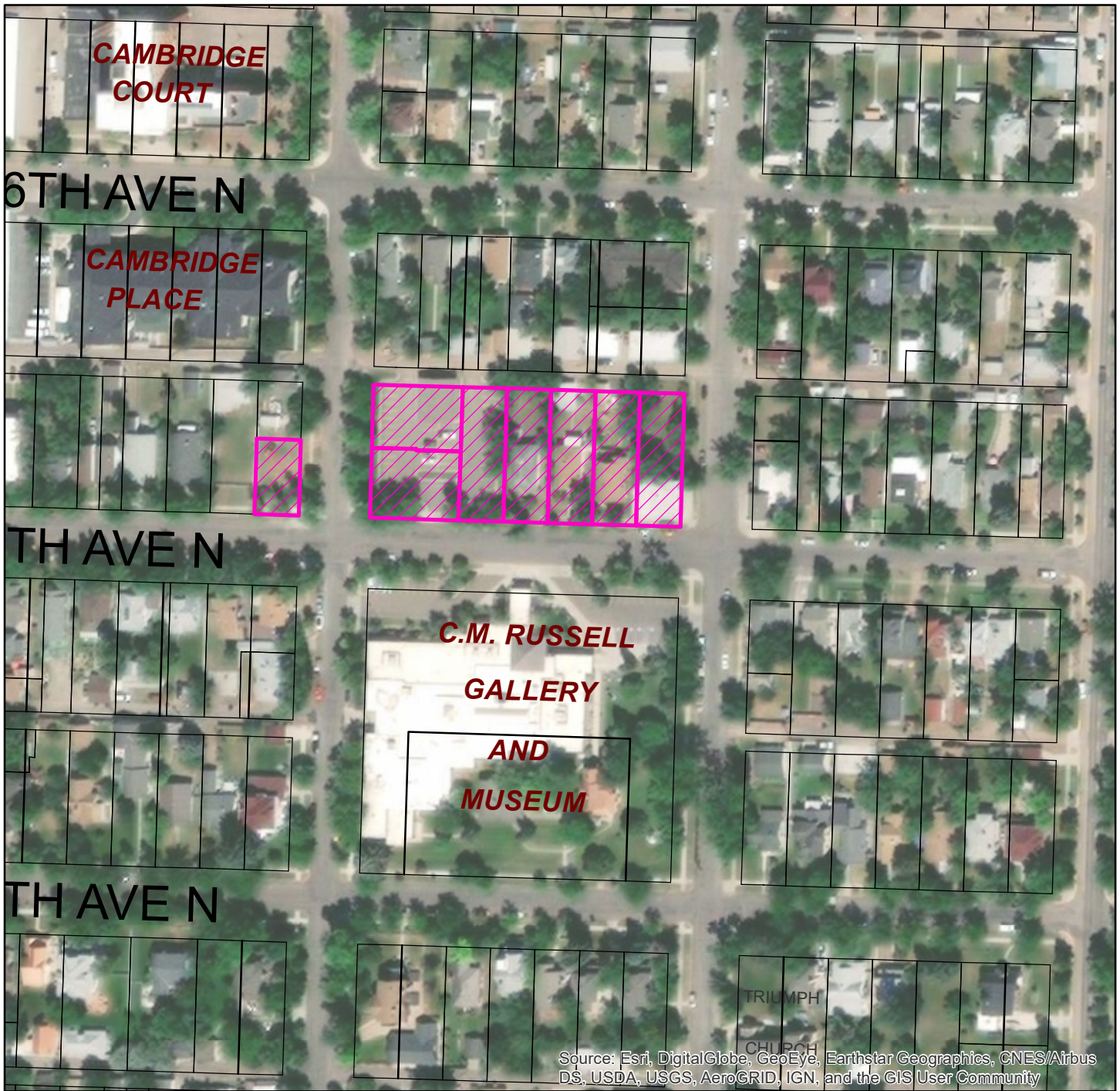
I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3214 on the Great Falls Civic Center posting board and the Great Falls City website.




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Lisa Kunz, City Clerk


(CITY SEAL)

Ordinance 3214 Exhibit A

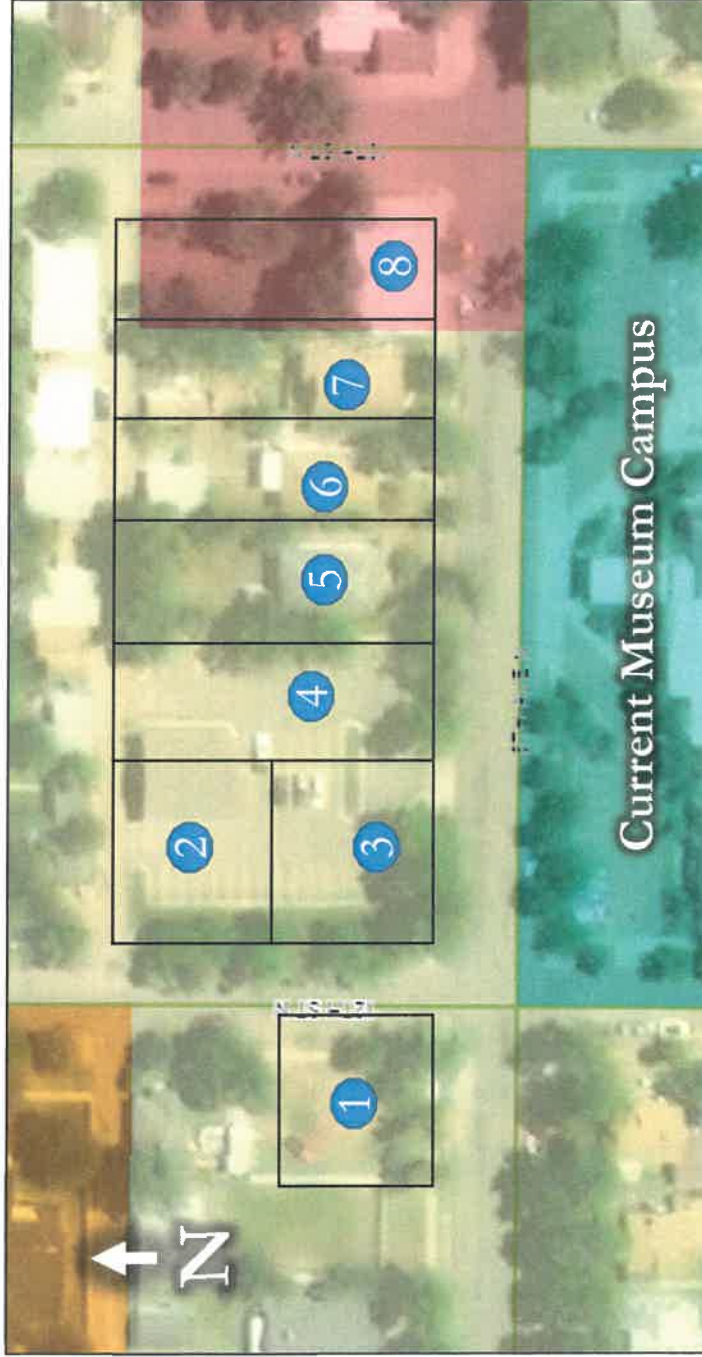


-  Subject Properties to be Rezoned
-  Tracts of Land
-  LotLines

180 90 0 180 Feet



# C.M. Russell Museum: Requested Rezoning



Properties	Current	Requested
1) 1125 5 <sup>th</sup> Avenue North	R-3	PLI
2) 509 12 <sup>th</sup> Street North	R-3	PLI
3) 1201 5 <sup>th</sup> Avenue North	R-3	PLI
4) 1209 5 <sup>th</sup> Avenue North	R-3	PLI
5) 1215 5 <sup>th</sup> Avenue North	R-3	PLI
6) 1217 5 <sup>th</sup> Avenue North	R-3	PLI
7) 1221 5 <sup>th</sup> Avenue North	R-3	PLI
8) 1227 5 <sup>th</sup> Avenue North	C-1	PLI

# C.M. Russell Museum: Requested Rezoning



Property	Legal Description	Dimensions	Area (sq/ft)	Acres	Subdivision	County
1	GREAT FALLS FIRST ADDITION, S01, T20 N, R03 E, BLOCK 180, Lot 008	50w x 85d	4,250	0.09756657	GREAT FALLS FIRST ADDITION	Cascade
2	GREAT FALLS FIRST ADDITION, S01, T20 N, R03 E, BLOCK 179, Lot 014	100w x 75d	7,500	0.1721763	GREAT FALLS FIRST ADDITION	Cascade
3	GREAT FALLS FIRST ADDITION, S01, T20 N, R03 E, BLOCK 179, Lot 013	100w x 75d	7,500	0.1721763	GREAT FALLS FIRST ADDITION	Cascade
4	GREAT FALLS FIRST ADDITION, S01, T20 N, R03 E, BLOCK 179, Lot 012	50w x 150d	7,500	0.1721763	GREAT FALLS FIRST ADDITION	Cascade
5	GREAT FALLS FIRST ADDITION, S01, T20 N, R03 E, BLOCK 179, Lot 011	50w x 150d	7,500	0.1721763	GREAT FALLS FIRST ADDITION	Cascade
6	GREAT FALLS FIRST ADDITION, S01, T20 N, R03 E, BLOCK 179, Lot 010	50w x 150d	7,500	0.1721763	GREAT FALLS FIRST ADDITION	Cascade
7	GREAT FALLS FIRST ADDITION, S01, T20 N, R03 E, BLOCK 179, Lot 009	50w x 150d	7,500	0.1721763	GREAT FALLS FIRST ADDITION	Cascade
8	GREAT FALLS FIRST ADDITION, S01, T20 N, R03 E, BLOCK 179, Lot 008	50w x 150d	7,500	0.1721763	GREAT FALLS FIRST ADDITION	Cascade
<b>TOTAL</b>				<b>56,750</b>	<b>1.30280067</b>	

Land Use	R-3	PLI	C-1	PLI
<b>Residential Uses</b>				
Residence, single family detached	P		P	
Residence, zero lot line	P			
Residence, two-family	C		P	
Residence, multifamily			P	
Residence, townhouse	C			
Residence, manufactured/factory-built	P		P	
Retirement home	C		P	
<b>Special Care Facilities</b>				
Community residential facility, type I	P			
Community residential facility, type II	C			
Day care center	C	P	P	P
Emergency shelter		C	C	C
Family day care home	P		P	
Group day care home	P		P	
Nursing home	C	P	P	P
<b>Overnight Accommodations</b>				
Hotel/motel			P	
<b>Food and Beverage Sales</b>				
Restaurant			P	
Tavern			P	
<b>General Sales</b>				
Convenience sales			P	
General sales			P	
Off-site liquor sales			P	
Secondhand sales			P	
Shopping center			C	
<b>General Services</b>				
Administrative services		C	P	C
Financial services			P	
Funeral home			P	
General services			P	
Professional services			P	
Veterinary clinic, small animal			C	
<b>Rental and General Repair</b>				
General repair			P	
<b>Vehicle Trade and Service</b>				
Vehicle fuel sales			C	
Vehicle services			C	
<b>General Storage</b>				
Climate controlled indoor storage		P	P	P
<b>Indoor Recreation/Sports/Entertainment</b>				
Indoor entertainment		C		C
Indoor sports and recreation		C		C
<b>Outdoor Recreation/Sport/Entertainment</b>				



Golf course/driving range	C	C	P	C
Outdoor entertainment		C		C
Park	P	P	P	P
Recreational Trail	P	P	P	P
<b>Community Services/Uses</b>				
Administrative governmental center		P	P	P
Animal Shelter		C		C
Cemetery	C	P		P
Civic use facility	C	P		P
Community center	C	P	C	P
Community cultural facility	C	P	P	P
Community garden	P	P	C	P
Public safety facility	C	P	C	P
Worship facility	C		P	
<b>Health Care</b>				
Health care clinic		P	P	P
Health care facility		P		P
Health care sales and services		P	P	P
<b>Education</b>				
Commercial education facility			P	
Educational facility (k-12)	C	P	C	P
Educational facility (higher education)		P	C	P
Instructional facility			P	
<b>Telecommunications</b>				
Amateur radio station	P			
Telecommunication facility				
Concealed facility	C	P	P	P
Unconcealed facility		C	C	C
Co-located facility		C	P	C
<b>Utilities</b>				
Utility installation	C	C	C	C
<b>Transportation</b>				
Bus transit terminal		C		C
Heli-pad		C		C
Parking lot, principal use		P	P	P
Parking structure		P		P
<b>Industrial/Manufacturing</b>				
Artisan shop			P	

## FINDINGS OF FACT – ZONING MAP AMENDMENT

S85' Lot 8, Block 180 and Lots 8-14, Block 199 of the First Addition to Great Falls located in the SE1/4 of Section 1, T20N, R3E, P.M.M., Cascade County, MT.

### PRIMARY REVIEW CRITERIA:

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls (OCCGF) §17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

#### **1. The amendment is consistent with and furthers the intent of the City's growth policy.**

The proposed zoning map amendment is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposal to amend the zoning of the proposed properties from R-3 Single-family high density and C-1 Neighborhood commercial to PLI Public lands and institutional will aid in the future expansion of the CM Russell Museum. This future expansion is strongly supported by the Social portions of the Growth Policy, specifically the goal to support diverse and affordable recreation, educational, and cultural opportunities in the community. The Growth Policy recognizes that the City has vital cultural assets including the museum, and as a result, the document contains policy guidance to support the growth and development of these institutions. The proposed zoning map amendment is consistent with several of these policies including:

#### Social – Community Facilities

Soc1.3 Develop and maintain the City's community facilities and cultural resources.

Soc1.3.2 Utilize the following criteria as a basis for reviewing the location of new or expanded facilities:

- a. Proximity to major transportation routes, essential
- b. Land use compatibility and consistency with the Growth Policy
- c. Potential impacts to environmental, historical, and cultural resources
- d. Public costs and benefits of the project, including operation and maintenance
- e. Current capacity and location of equivalent facilities
- f. The existence of reasonable alternatives to the proposed facility within the community
- g. Other public interest criteria as determined to be relevant to the specific proposed facility

The proposed zoning map amendment will enable these policies to be addressed and further the implementation of the Growth Policy. By utilizing the criteria of the policy above the City can aid in the master planning of the expansion with this map amendment.

#### **2. The amendment is consistent with and furthers adopted neighborhood plans, if any.**

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood

Plans for any of the Councils within the City. The subject properties are located in Neighborhood Council #8. The applicant has contacted the Council informally about the proposal and will formally present to the Council at their February 20<sup>th</sup> meeting. Notice of the proposed zoning map amendment was also sent to adjoining property owners pursuant to the noticing requirements of the OCCGF.

**3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.**

The subject property does not lie within any adopted planning or sub-area planning areas. Since the future development is at a conceptual stage, review of the consistency with other planning documents is not applicable at this time.

**4. The code with the amendment is internally consistent.**

The proposed zoning map amendment is not in conflict with any portion of the existing City Code and will be consistent with the adjacent existing zoning of the museum. Due to the proposal of vacating the right-of-way of 5<sup>th</sup> Ave N and aggregation of the parcels, the proposed zoning map amendment is internally consistent and will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the neighborhood.

**5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.**

There are no existing public health, safety, or welfare issues that have been identified for these properties. The future expansion will require the relocation of public infrastructure which will be reviewed by the Public Works Department at the time the proposal is brought forward.

**6. The City has or will have the financial and staffing capability to administer and enforce the amendment.**

The City has the financial and staffing capability to enforce the amendment if it is approved. The zoning map amendment will affect several properties, all owned by the applicant and the property will be developed in a manner consistent with the zoning for the museum.

RESOLUTION 10339

A RESOLUTION OF INTENTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO VACATE 5TH AVENUE NORTH BETWEEN 12<sup>TH</sup> STREET NORTH AND 13<sup>TH</sup> STREET NORTH, BLOCK 179 AND BLOCK 199, GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION, IN ACCORDANCE WITH THE PROVISIONS OF MONT. CODE ANN. § 7-3-4448, AND DIRECTING NOTICE TO BE GIVEN AS PROVIDED BY LAW

\* \* \* \* \*

WHEREAS, the Plat of Great Falls Water Power and Townsite Company's First Addition dedicated an eighty (80) foot wide right-of-way for 5th Avenue North between 12th Street North and 13th Street North; and

WHEREAS, Trigg CM Russell Foundation, Inc, owns the properties on both sides of said right-of-way and has submitted a petition to have said 5th Avenue North vacated; and

WHEREAS, Mont. Code Ann. § 7-3-4448 sets forth, in pertinent part: (1)...Before vacating any street or part thereof or narrowing any street, the commission shall first pass a resolution declaring its intention to do so; and

WHEREAS, it is determined retention of 5th Avenue North between 12th Street North and 13th Street North serves no practical or functional traffic related purpose or for access by the public; and

WHEREAS, it is determined that a twenty (20) foot wide utility easement will be created to accommodate public utilities; and

WHEREAS, the right-of-way and easement therein of any owner is not impaired by the requested vacation; and

WHEREAS, an Amended Plat of Great Falls Water Power and Townsite Company's First Addition, Block 179, Lots 8-14 and Block 199, Lot 1A including those portions of vacated right-of-way, has been prepared which reflects the aggregation of said parcels and the requested vacated right-of-way into one parcel.

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

That Tuesday, the 7th day of April, 2020, at 7:00 P.M. in the Commission Chambers of the Civic Center, Great Falls, Montana, is hereby set as the time and place at which the City

Commission shall hear all persons relative to the proposed vacation of 5th Avenue North between 12th Street North and 13th Street North; and

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that the City Clerk of the City shall forthwith cause notice of this Resolution to be: (1) published in the Great Falls Tribune, the newspaper published nearest such land, and (2) posted to the Great Falls Civic Center posting board and the Great Falls City website.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 17th day of March, 2020.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara Sexe, City Attorney

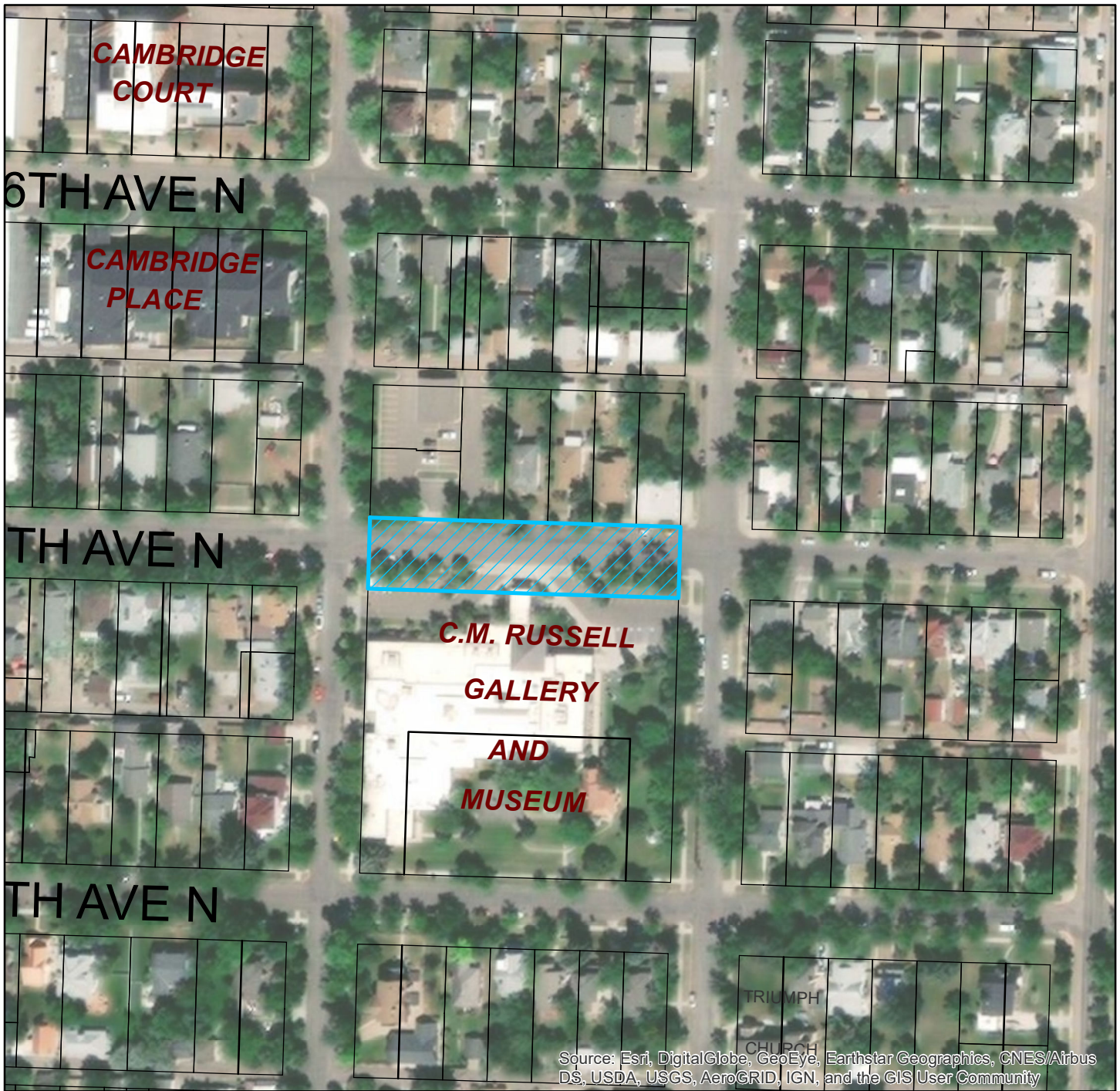
State of Montana    )  
County of Cascade  : ss  
City of Great Falls )




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, Resolution 10339 on the Great Falls Civic Center posting board and the Great Falls City website.

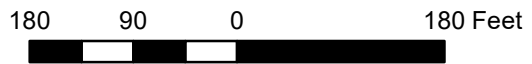
\_\_\_\_\_  
Lisa Kunz, City Clerk

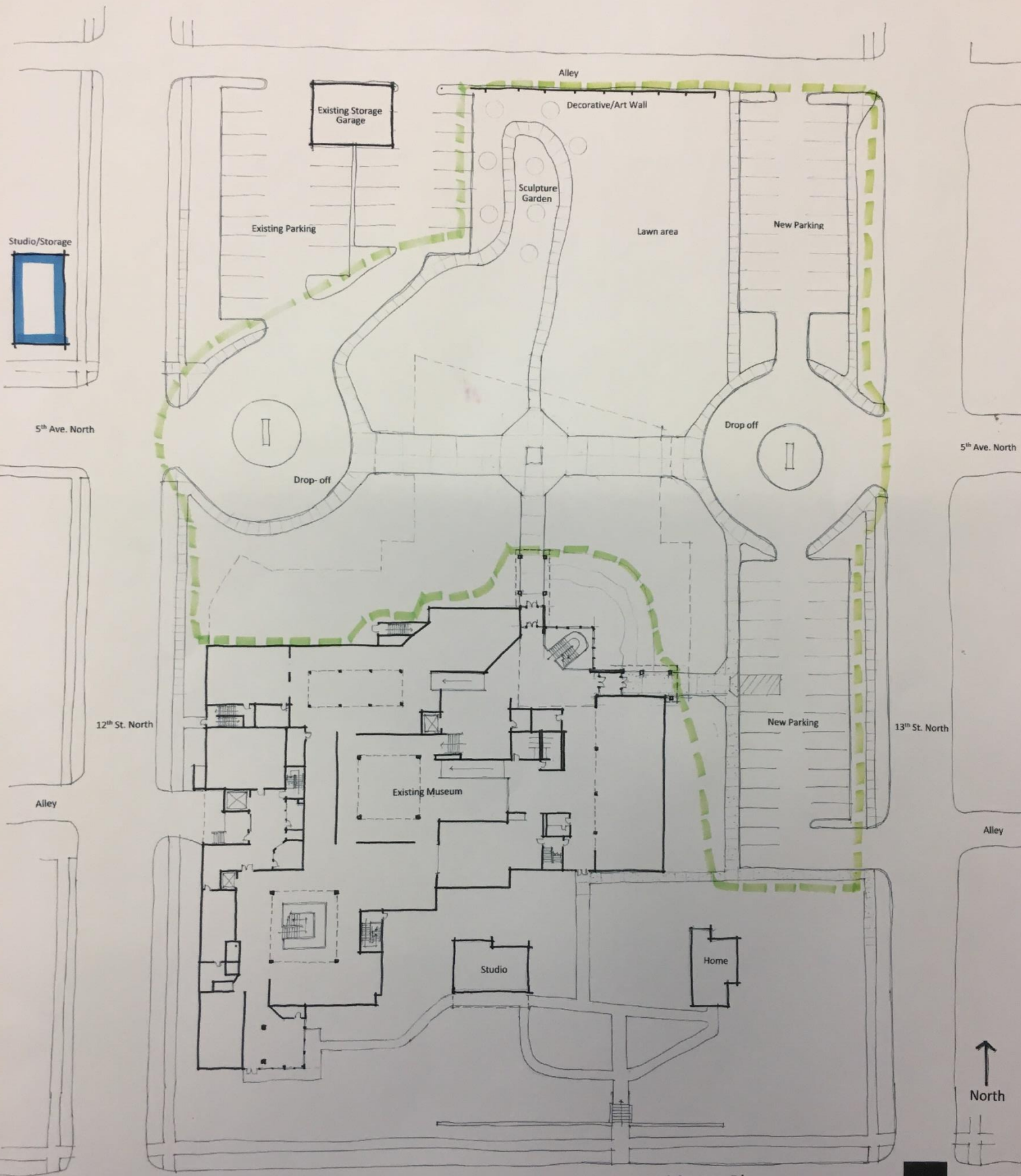
(CITY SEAL)

# Resolution of Intent 10339 Exhibit A



-  Proposed Vacation of 5th Ave N
-  Tracts of Land
-  LotLines





C.M. Russell Museum

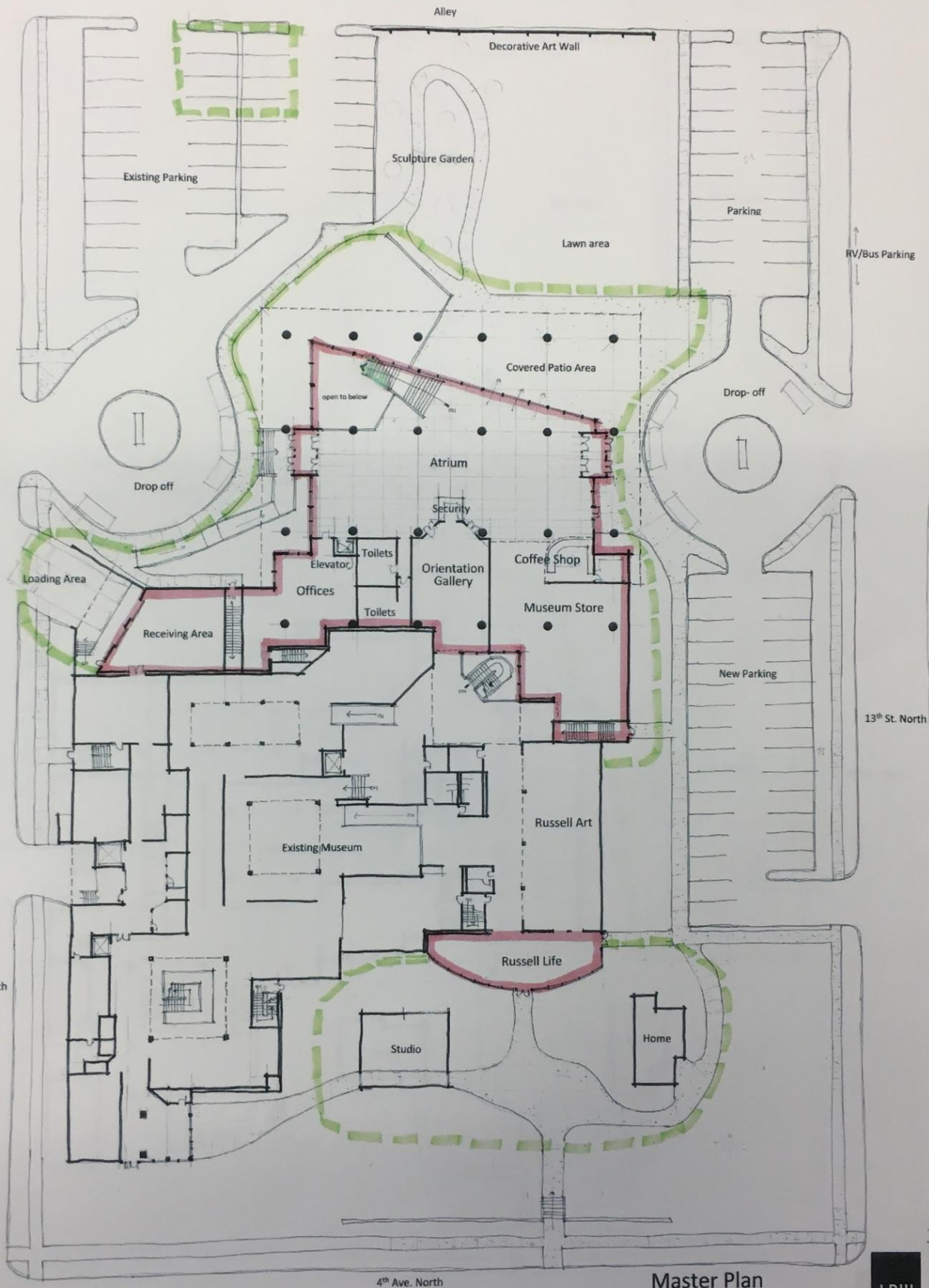
Site Plan/Main Level

Master Plan  
Phase One

1-01-00

1/16"=1'-0"





**C.M. Russell Museum**

**Site Plan/Main Level**

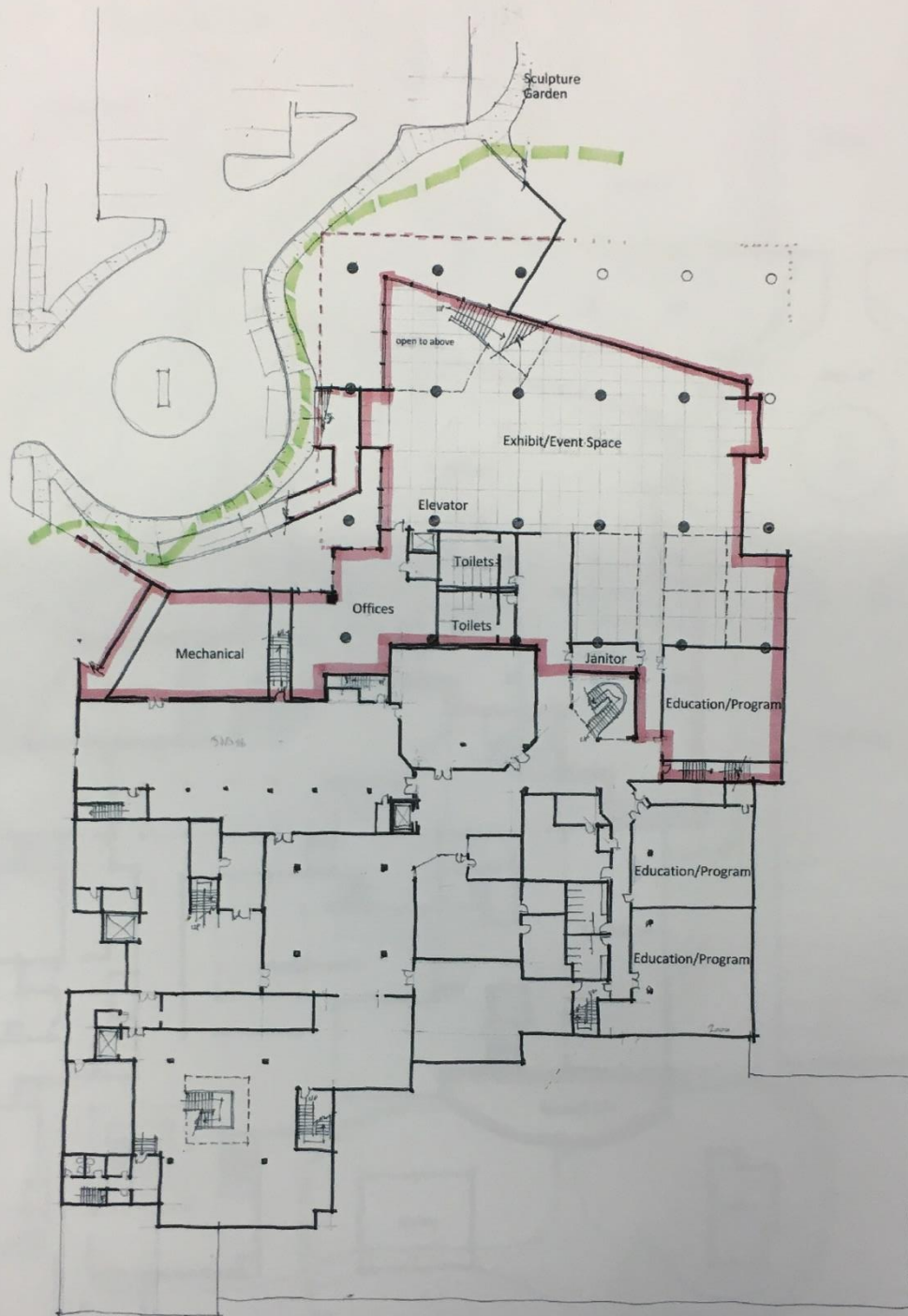
**Master Plan  
Phase Two**

1/16" = 1'-0"

12-24-20







C.M. Russell Museum

Lower Level

1/16"=1'-0"

Master Plan





**Item:** Resolution 10333, A Resolution of the City of Great Falls Regarding the adoption of an Energy Response Task Force.

**From:** Commissioner Mary Sheehy Moe

**Initiated By:** Citizens for Clean Energy

**Presented By:** Commissioner Mary Sheehy Moe

**Action Requested:** Adopt Resolution 10333

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/not adopt) Resolution 10333.”

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

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**Summary:** Resolution 10333 establishes the Energy Response Task Force to evaluate the City’s energy use and resiliency and to propose a plan to improve energy use and emergency responses to the effects of changing weather patterns on Great Falls. The plan will include a history of specific actions already taken by the City with regard to that dual purpose, propose future actions to be taken, and identify potential partnerships, resources, and opportunities to aid in the implementation of the plan.

**Background:** On Nov. 5, 2019, Ken Palisin, on behalf of Citizens for Clean Energy (CCE), addressed the City Commission in a work session and proposed a resolution to establish an Energy Conservation and Sustainability Committee to help the City of Great Falls move toward a cleaner energy future. The specific goal of the resolution was to increase the City’s use of the clean energy sources of solar and wind to 40 percent by the year 2025. After considerable discussion of other Montana cities’ efforts to move to cleaner energy sources and respond in other ways to the effects of climate change, it was the consensus of the Commission that CCE should modify the proposal. Commissioners Houck and Moe agreed to assist CCE with that process.

The new proposal was presented to the Commission as a resolution for adoption at its February 18, 2020, meeting. Rather than establish a permanent committee, the resolution proposed appointing an *ad hoc* task force for the purpose of creating an action plan on energy use and resilience and climate-related emergency preparedness. At that meeting, two commissioners expressed the opinion that the agenda item as presented was deficient. Specifically, (1) a clarification of the rationale for the project and a justification of its priority were requested, as well as explanations of (2) what the specific work of the task force would entail, (3) how that work improved upon what the City had already accomplished in

energy conservation and in (4) climate-caused emergency preparedness, (5) what agreements were involved in securing the services of an Energy Corps member, and (6) how much staff time would be required to support the Task Force’s work. A motion was made to adopt Resolution 10333. After considerable discussion, the Commission adopted a motion to postpone the pending motion until March 17, 2020.

The amendments to the resolution and the addenda to this report respond to those requests. A summary of each response is provided herein.

1. **Clarification of Rationale and Justification of Priority.** The “WHEREAS” statements of the resolution presented on February 18, 2020, have been significantly revised and/or replaced to emphasize the high priority the City has always placed and will always place on operating in an efficient, cost-effective manner and providing for the safety of its citizens, as well as to articulate the importance of responding to climate change to improve cost-effectiveness, resilience and safety.
2. **The Work of the Task Force.** Addendum A outlines the charge to the Task Force and a sample of its likely scope of work, along with a projected timeline. In the resolution itself, for a variety of reasons largely related to timing, the timeline for the work has been extended, while the period of employment for the Energy Corps member has been shortened from 1700 hours to 900 hours.
3. **How the Work Improves Upon Previous Work on Energy Use.** Addendum A also provides in italics citations of the impressive work in this area the City has already undertaken in the past decade. In 2011, Morrison Maierle conducted a municipal energy audit of the public library, Fire Stations #1 and #2, the central garage, the Civic Center, and the police station. In 2018, a McKinstry study analyzed the City’s energy efficiency and cost-effectiveness. Like the Morrison Maierle study, it dealt only with City buildings and not with all of them. Most of the facilities associated with Public Works and the Water Treatment Plant, where substantial savings and efficiencies typically can be found, were not part of either study. That gap is partially filled by the 2018 Earth Energy Advisors monitoring of the full spectrum of the City’s gas and electricity use. However, very little has been explored in regard to savings and efficiencies that could result from greater reliance on alternative energies. The Morrison Maierle audit mentioned the solar panels at one fire station, but was otherwise focused on traditional energy sources, as was the monitoring conducted by Earth Energy Advisors.<sup>1</sup> McKinstry’s study did not include greenhouse gas emissions or alternative energy solutions, although the lead consultant recently commented that she could see the potential for the latter.

The City’s Wastewater Treatment and Collection System Facility Plan Update (November 2018) cited the EPA guidance on climate change and greenhouse gas emissions and acknowledged that both could pose future challenges, but explored those issues no further. The Update does address the work the City has done to analyze infiltration and inflow, as well as fats, oils, grease and root growth, to meet EPA standards, with the ancillary benefit of increasing energy efficiency.

In short, substantial work has been done on energy-efficient facilities, while modest work has been done in evaluating/ implementing energy efficiencies in streetlights, the vehicle fleet, and water and wastewater treatment. The Task Force would identify and address gaps in the energy use foundation

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<sup>1</sup> It is important to note that, while Earth Energy Advisors concluded that the City had done “an exceptional job to lower their energy costs on essentially all energy consumption fronts,” the McKinstry study, conducted in the same timeframe, identified some 85 efficiency improvements that would save \$108,695 in utilities and \$61,856 in operations annually *without exploring clean energy alternatives*. EEA also indicated that future technologies might accrue greater savings.

and add baseline data for greenhouse gas emissions and the ratio of dependence on each of the City's current energy sources. The Task Force would then use this broadened foundation to recommend actions to reduce costs and increase efficiencies, especially through clean energy alternatives. In addition, the scope of work emphasizes fiscal accountability and opportunity through cost-benefit analyses and the identification of funding resources, partnerships, and innovation opportunities for energy use and emergency preparedness/ resilience.

4. **How the Work Improves Upon Previous Work in Climate-Caused Emergency Preparedness.** The 2017 Update to the Hazard Mitigation Plan for Cascade County, MT, City of Great Falls, and the Towns of Belt, Cascade and Neihart provides an excellent foundation for the work of the Task Force. The report focused specifically on the risks climate change poses with respect to wildfire, severe weather and drought, flooding and stormwater, water-and insect-borne disease, etc., and mitigating strategies for each category of risk. Certain factors of community resilience – e.g., emergency shelters, medical and emergency services capacity, and food supply instability – would add to the level of community preparedness. Greater public awareness of, adaptation to, and mitigation of climate-related hazards are also in the Task Force's projected scope of work.
5. **Contractual Arrangements for Energy Corps Member.** Addendum B provides background information on Energy Corps and its parent organizations, which have existed in Montana since 1993. Addendum C provides the MOU for a 900-hour Energy Corps employee. Addendum D provides a list of prohibited activities for Energy Corps members. Addenda E-1 through E-4 provide Energy Corps job descriptions for equivalent projects in Whitefish, Livingston and Red Lodge. Addendum E-5 provides a potential position description for the Great Falls project, if approved, but that task is best left to the City's HR Department. Addendum F summarizes 16 host sites' recent feedback to Energy Corps on the program.
6. **Staff Time.** Calculating staff time for a project without a precedent in the City can only be speculative. The MOU provided as Addendum C-1 provides insight into the staff time provided for the Energy Corps member's supervisor, the staff member who spends the most staff time on the project. Karin Hilding, Senior Project Engineer for Whitefish's Public Works Department, supervised the Energy Corps member for the Whitefish task force with an equivalent charge in 2017-18 and stated that demands on her time ebbed and flowed. She said that the assistance of Energy Corps members was crucial to the success of the project and her own time management. She also stated that the amount of staff time depends heavily on the expertise and dedication of the task force members themselves. Ultimately, the expenditure of staff time in the planning year is offset by the values of opportunity, preparedness, and cost-savings that accrue from the Task Force's work. (On the preceding page, Footnote 1 illustrates the potential for cost-savings.)

**Fiscal Impact:** \$7,000 in matching funds for the Energy Corps member.

**Alternatives:** The City can continue its efforts to conserve energy, improve resilience, and respond to climate-related emergencies without studying the issue and developing a concrete plan for maximizing its efforts in these areas.

**Attachments/Exhibits:**

Resolution 10333

Addendum A – Energy Response Task Force Scope of Work

Addendum B – Background on Energy Corps

Addendum C – Sample MOU between Energy Corps and Host Site

Addendum D – Prohibited Activities for Energy Corps Member  
Addendum E-1 Job Description for Whitefish Energy Corps Member, 2016-17  
Addendum E-2 Job Description for Whitefish Energy Corps Member, 2017-18  
Addendum E-3 Job Description for Livingston Energy Corps Member, 2019-20  
Addendum E-4 Job Description for Red Lodge Energy Corps Member, 2016-17  
Addendum E-5 Draft Job Description for the ERTF Energy Corps Member, 2020-21  
Addendum F – Host Site Feedback on Energy Corps Programs

RESOLUTION NO. 10333 A RESOLUTION OF THE CITY OF GREAT FALLS  
REGARDING THE ADOPTION OF AN ENERGY RESPONSE TASK FORCE

WHEREAS, the safety of its citizens and the efficiency and cost-effectiveness of its operations have been and will always be among the highest priorities of the City of Great Falls; and

WHEREAS, the City of Great Falls has already engaged in efforts of varying depth to identify areas where efficiency, cost-effectiveness and diversification with regard to energy use could be improved and wishes to expand those efforts to other areas of its operations and to the consideration of alternative energy options; and

WHEREAS, the City of Great Falls has already made significant efforts to prepare for climate-related emergencies and wishes to ensure that these efforts are current, comprehensive, and broadly communicated.

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

SECTION 1: There is hereby established the Great Falls Energy Response Task Force (the "Task Force"), an ad hoc committee appointed by the City Commission. The general purpose of the Task Force shall be to evaluate the City's energy use and resiliency and to propose a plan to improve energy conservation and emergency preparedness for the effects of changing weather patterns on Great Falls. The plan will include a history of specific actions already taken by the City with regard to that dual purpose, propose future actions to be taken, and identify potential partnerships, resources, and opportunities to aid in implementation of the plan.

SECTION 2: Members of the Task Force shall be appointed by the City Commission through its established committee appointment procedures. Task Force members shall receive no compensation. Expectations for attendance and conduct of individual members and the Task Force as a whole shall be the same as those for members of other committees appointed by the City Commission.

SECTION 3: The Task Force will consist of five (5) individuals who are residents of the City of Great Falls, and up to two (2) members of the City Commission, who as *ex officio* members shall neither make motions nor cast votes.

SECTION 4: Pursuant to Montana's open meeting laws, all meetings of the Task Force shall be properly noticed at least 48 hours in advance of a meeting, include an agenda of topics/items to be discussed and allow for public comment on agenda items and for public comment that is within the jurisdiction of the Task Force, and appropriate Minutes of all meetings shall be kept and be available for inspection by the public.

SECTION 5: The Task Force members shall select a Chairperson, a Vice-Chairperson and a Secretary from among its members. The Secretary shall be responsible for keeping all records of the Task Force and taking minutes of all meetings, and submitting them to the City Clerk. A

majority of the membership, not to include ex officio members, shall constitute a quorum. The Task Force shall meet as often as necessary to accomplish its general purpose, as described in Section 1, but not less than once a month.

SECTION 6: Members of the Task Force shall comply with the Code of Ethics set forth in Mont. Code Ann. § Title 2, Chapter 2, and the Official Code of the City of Great Falls (OCCGF) Title 2, Chapter 21.

SECTION 7: The Task Force shall meet with the goals of having a draft Action Plan available for public review and comment no later than April 30, 2021, and a final Action Plan and recommendation ready to present to the City Commission no later than July 21, 2021. The Task Force shall be disbanded and cease to exist as of the date the City Commission takes final action on the Action Plan.

SECTION 8: The City will apply as a host site to secure the services of an Energy Corps member to support the work of the Great Falls Energy Response Task Force.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 17<sup>th</sup> day of March, 2020.

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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara Sexe, City Attorney

**Resolution presented during February 18, 2020 Meeting**

**RESOLUTION NO. 10333**

**A RESOLUTION OF THE CITY OF GREAT FALLS REGARDING THE  
ADOPTION OF AN ENERGY RESPONSE TASK FORCE**

**WHEREAS**, the City of Great Falls' staff has already made significant efforts in shoring up infrastructure against future energy-related emergencies and wishes to accelerate these efforts; and

**WHEREAS**, the City of Great Falls recognizes changing weather patterns which have resulted in many more wildfires, more frequent flooding and other natural adverse events and emergencies; and

**WHEREAS**, the establishment of an Energy Response Task Force will also promote energy-related cost savings by establishing renewable energy alternatives.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, AS FOLLOWS:**

**SECTION 1:** There is hereby established the Great Falls Energy Response Task Force (the "Task Force"), an ad hoc committee appointed by the City Commission, in coordination with an Energy Corps volunteer under the supervision of the City, as directed by the City Manager. The general purpose of the Task Force shall be to evaluate the City's energy use and resiliency and to propose a plan to improve energy conservation and emergency response to the effects of changing weather patterns in Great Falls. The plan will include a history of specific actions already taken by the City with regard to that dual purpose and propose future actions to be taken, and identify potential partnerships and resources needed to implement the plan.

**SECTION 2:** Members of the Task Force shall be appointed a term by the City Commission through its established committee appointment procedures. Task Force members shall receive no compensation. Expectations for attendance and conduct of individual members and the Task Force as a whole shall be the same as those for members of other committees appointed by the City Commission. The Task Force will be composed of individuals appointed by the City Commission from both the public and private sectors, representing both the City's and the citizen's interests regarding this resolution.

**SECTION 3:** The Task Force will consist of five (5) individuals who are residents of the City of Great Falls, and up to two (2) members of the City Commission, who as *ex officio* members shall neither make motions nor cast votes. An Energy Corps volunteer under the supervision of the City shall be the lead staff person for the Task Force.

**SECTION 4:** Pursuant to Montana's open meeting laws, all meetings of the Task Force shall be properly noticed at least 48 hours in advance of a meeting, include an agenda of topics/items to be discussed and allow for public comment on agenda items and for public comment that is within the jurisdiction of the Task Force, and appropriate Minutes of all meetings shall be kept and be available for inspection by the public.



**SECTION 5:** The Task Force members shall select a Chairperson, a Vice-Chairperson and a Secretary from among its members. The Secretary shall be responsible for keeping all records of the Task Force and taking minutes of all meetings, and submitting them to the City Clerk. A majority of the membership, not to include ex officio members, shall constitute a quorum. The Task Force shall meet as often as necessary to accomplish its general purpose, as described in Section 1, but not less than once a month.

**SECTION 6:** Members of the Task Force shall comply with the Code of Ethics set forth in Mont. Code Ann. § Title 2, Chapter 2, and the Official Code of the City of Great Falls (OCCGF) § Title 2, Chapter 21.

**SECTION 7:** The Task Force shall begin its deliberations as soon as practical after its creation and shall meet with the goals of having a draft Action Plan available for public review and comment no later than March 31, 2021 and a final Action Plan and recommendation ready to present to the City Commission no later than May 31, 2021. The Task Force shall be disbanded and cease to exist as of June 1, 2021 or the date the City Commission implements the final Action Plan, whichever is sooner.

**SECTION 8:** This Resolution is contingent on the ability of the City to secure the services of an Energy Corps member to staff the work of the Great Falls Energy Response Task Force.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 18<sup>th</sup> day of February, 2020.

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Bob Kelly, Mayor

ATTEST:

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Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Joseph Cik, Assistant City Attorney

## **Addendum A**

### **Energy Response Task Force Scope of Work**

The **guiding purpose** for the Energy Response Task Force stated in Resolution 10333 can be outlined as follows:

- A. To evaluate (1) the City's energy use and (2) resiliency
- B. To propose a plan to improve (1) energy conservation and (2) emergency preparedness for the effects of changing weather patterns on Great Falls.
- C. To [include in the plan] (1) a history of specific actions already taken by the City with regard to that dual purpose, (2) propose future actions to be taken, and (3) identify potential partnerships, resources, and opportunities to aid in implementation of the plan.

Other Montana task forces chartered under similar purposes have approached their work in varied ways. Every community is different and it is important to give Task Force members the latitude to achieve the resolution's purpose in a way that is responsive to their growing understandings and emerging opportunities. With those caveats, the **scope of work** projected for the Task Force includes the following:<sup>1</sup>

1. Inventory of City's Energy Use
  - a. Buildings (*Morrison Maierle [2011] and McKinstry [2018] studied energy efficiency in many, but not all, city facilities. Earth Energy Advisors [2011] monitored all electricity and gas use. None of these established a greenhouse gas baseline, identified the ratio of energy sources in the City portfolio, or significantly explored alternative energy options.*)
  - b. Streetlights (*Not studied and typically insignificant in the big picture. 75% are owned by Northwestern Energy, project full LED conversion by 2023; City has converted 25% of its lights to LEDs.*)
  - c. Vehicle fleet (*Not studied. City is currently piloting 2 electric cars.*)
  - d. Water and wastewater treatment, including energy and water conservation related to city irrigation systems; efficiency of wastewater and water treatment plants; water loss due to leaks (*2018 Wastewater Treatment and Collection System Update sees climate change and GHG emissions as future challenges; notes some system efficiencies relevant to energy use.*)
  - e. Consumption and waste (*No information obtained.*)
  - f. Baseline for GHG Emissions in City Energy Use
  - g. Baseline for Energy Source Ratio in City's Energy Portfolio
2. Identification of Cost-Effective Strategies for Conserving Energy/Using Alternative Energies
  - a. Potential strategies, including funding opportunities
  - b. Cost-benefit analysis of strategies
  - c. Suggested partners and/or resources for reducing costs/improving benefits

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<sup>1</sup> Italicized sections provide references to relevant previous studies/plans, which are briefly summarized in the agenda report.

3. Assessment of City’s Preparedness for Climate-Related Events
  - a. Hazard preparedness and mitigation (*2017 Update to Multi Hazard Cascade County, MT City of Great Falls and Towns of Belt, Cascade, and Neihart TetraTech Mitigation Plan addresses climate change extensively in terms of identifying and mitigating risks posed by wildfire, severe weather and drought, water- and insect-borne disease, flooding and stormwater, etc.*)
  - b. Community preparedness for catastrophic events (e.g., temporary shelter; medical capacity; emergency services capacity; local food system resilience, including supply and distribution network)
  - c. Public awareness, mitigation and adaptation strategies
  
4. Identification of Cost-Effective Strategies for Improving Resilience to Climate-Related Events
  - a. Potential Strategies
  - b. Cost-Benefit Analysis of Strategies
  - c. Suggested Partners and/or Resources for Reducing Costs/Improving Benefits
  
5. Identification of Economic Development Opportunities Related to Energy Innovation and Community Resilience
  - a. Opportunities consistent with the 2020 Montana Climate Solutions Plan’s “Innovation Landscape.”
  - b. Coordination with the Montana University System’s economic development, technology innovation, and climate adaptation experts.

<b>Projected Timeline</b>	
April - May 2020	Advertising for Task Force Applications Interviewing Applicants Energy Corps Host Site Application Finalized by Supervisor
June 2020	Energy Corps Member Host Site Application Submitted by June 3 Task Force Appointed, Convened for Overview, Homework Assignments
July – September 2020	Briefings on Energy Studies, Hazard Mitigation Plan Strategic Planning for Scope of Work Gap Analysis of Previous Work on Energy Use, Hazard Mitigation Select Energy Corps Member
Oct. 2020 - February 2021	Data Gathering, Discussion, Synthesis
February – April, 2021	Synthesis, Drafting Plan Draft Plan Published by April 30
May – July 2021	Disseminate plan, collect public comment Finalize plan
July 21, 2021	Final Action Plan Presented to City Commission

## **Addendum B About Energy Corps**

### **Introduction**

The Energy Corps program provides Host Sites with energetic and passionate Energy Corps members who will work locally to provide energy conservation education, community energy planning and organizing and hands-on energy projects which promote sustainable energy practices. This document contains information for organizations and agencies in Montana interested in the service of committed and skilled Energy Corps members to implement local energy projects.

### **Background**

The National Center for Appropriate Technology (NCAT) is a private, nonprofit (501c3) organization whose mission is “helping people by championing small-scale, local, and sustainable solutions to reduce poverty, promote healthy communities, and protect natural resources.” Since 1976 NCAT has been serving economically disadvantaged people and communities to enhance their quality of life and their environment. The Energy Corps initiative is a continuation of NCAT’s historical focus on fostering sustainable change by connecting people with local communities to develop energy solutions. More information about NCAT can be found at [www.ncat.org](http://www.ncat.org).

### **AmeriCorps**

The Governor’s Office of Community Service (GOCS) and the Governor-appointed Montana Commission on Community Service were created in 1993 to promote and expand national service and volunteer opportunities in Montana. The Governor's Office of Community Service administers federal funding to AmeriCorps State programs in Montana. The federal funding is provided by the Corporation for National and Community Service, an independent federal agency. The Corporation’s mission is to improve lives, strengthen communities and foster civic engagement through service and volunteering. Throughout the country, Americans of all backgrounds are engaged in service to meet community needs. Thanks to a partnership between GOCS and NCAT, organizations and public agencies can expand their capacity through the Energy Corps program.

### **Energy Corps Objectives and Performance Measures**

The Energy Corps program, composed of AmeriCorps members, provide support and outreach for individuals, families and communities struggling with energy costs by performing hands on energy assistance, energy-conservation education and community energy planning and organizing. By forming collaborations with local non-profit organizations, community action agencies, local governments and energy service organizations, Energy Corps fosters community sustainability by addressing the challenges of rising energy prices and global climate change. The Energy Corps simultaneously launches AmeriCorps members into green-collar career pathways, providing them with the essential elements for good and secure jobs in the growing clean energy economy.

## Addendum C: Energy Corps AmeriCorps Program Memorandum of Understanding

*The purpose of this Memorandum of Understanding (MOU) is to establish the basic guidelines, terms, conditions, and responsibilities for the participation of the Host Site in the National Center for Appropriate Technology's Energy Corps AmeriCorps Program. These guidelines and expectations are designed to ensure full coordination between Host Site organizations and the Energy Corps Program.*

**Please review, print, complete, and sign *two copies* of this Memorandum of Understanding and return to the NCAT. Please address to NCAT, Attn: Lonni Starcevich, 3040 Continental Drive, Butte, MT 59701.**

Host Site Organization: \_\_\_\_\_

Host Site Supervisor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

### I. Energy Corps Program Summary

The purpose of the National Center for Appropriate Technology's (NCAT) Energy Corps program is to promote and facilitate sustainable energy systems in local communities, add value to organizations and agencies and provide Energy Corps members with a challenging and rewarding experience. Individuals committed to the concept of service in their communities and to the objectives of the Energy Corps program will be recruited to participate in the Energy Corps program and will be placed with approved host sites to carry out their term of service.

#### **AmeriCorps**

The Governor's Office of Community Service (GOCS) and the Governor-appointed Montana Commission on Community Service were created in 1993 to promote and expand national service and volunteer opportunities in Montana. The Governor's Office of Community Service administers federal funding to AmeriCorps State programs in Montana. The federal funding is provided by the [Corporation for National and Community Service](#), an independent federal agency. The Corporation's mission is to improve lives, strengthen communities and foster civic engagement through service and volunteering. Throughout the country, Americans of all backgrounds are engaged in service to meet community needs. Thanks to a partnership between GOCS and NCAT, organizations and public agencies can expand their capacity through the Energy Corps program.

### II. Partnership Goals

NCAT and the host site will work in partnership to support and sustain comprehensive, community based strategies designed to educate, promote, and implement energy efficiency and renewable energy and thereby

improve the quality of life for underserved citizens. Host site staff and NCAT agree to work together to achieve the program objectives outlined in the host site application.

It is the goal of NCAT and the host site to provide each member with a quality service opportunity matching their interests, goals and transportation needs. *Due to the nature of the Energy Corps program, NCAT program staff does not guarantee placement of a member at each host site. Assignments will be assessed on a case-by-case basis and host sites participating in the recruitment process will have a greater likelihood of receiving members.*

### III. Roles and Responsibilities

#### NCAT will:

- Provide recruitment assistance and training for Energy Corps members;
- Provide technical assistance and support to strengthen host site partnership and goals;
- Provide host site and site supervisor with necessary information to meet all program requirements;
- Process AmeriCorps member living allowance for payment on the 7<sup>th</sup> and the 22<sup>nd</sup> of each month;
- Process timesheets and monthly reports for each member and maintain member contract files;
- Provide basic medical insurance coverage for the member, if eligible;
- Provide on-going member support (at least one site visit per year, plus regular telephone and/or e-mail contact);
- Communicate expectations and procedures pertaining to member performance and personnel issues;
- Compile data for progress reporting, based on host site updates;
- Initiate an end-of-year evaluation process to measure overall program success.

#### Host site will:

- Participate in site supervisor orientation;
- Participate in member recruitment and selection to be completed within one week of receiving member applications from NCAT;
- Develop and monitor approved objectives for the Energy Corps member to accomplish;
- Provide site orientation, training and support for Energy Corps member assigned to the site;
- Designate an appropriate supervisor to supervise the corps member's day-to-day performance, as well as to evaluate the corps member and approve the corps member's time sheets (on a bi-weekly basis), service plans, and progress reports;
- Complete a mid-term and end-of-term member evaluation that is shared with and signed by the member;
- Ensure that members complete their required service hours during the term of service. Full-time members must complete a minimum of 1700 hours and half-time members a minimum of 900 hours;
- Ensure that member's service time is allocated properly. An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service performing fundraising activities and no more than twenty percent of service hours in training activities;
- Energy Corps members that have recurring access to vulnerable populations throughout their service term must pass an FBI criminal history check. NCAT will initiate these checks prior to the member's start of service, however results may not come back before the member begins service at the host site. In this case, host sites must ensure that member is supervised while providing services to vulnerable populations;
- Allow Energy Corps members to attend scheduled NCAT / AmeriCorps sponsored events, training sessions, and service projects;
- Notify NCAT immediately if the Energy Corps member is injured, and take all reasonable and prudent steps to ensure the safety of the member while in service to your organization;

- Provide the members with any resources and tools needed to perform effectively, including a workspace with computer and telephone access;
- Read and understand the CNCS provisions, regulations and prohibited activities;
- Not use an Energy Corps member to displace any paid employee or current volunteer providing the same or similar service at the site, including any position for which a salary was paid within the last six-months;
- Not offer Energy Corps members a salary or wage;
- Certify that the host organization is a Drug-Free workplace and in compliance with the requirements for federal grant recipients under Section 5153 through 5158 of the Anti-Drug Abuse Act of 1988;
- Offer services without regard to age, religion, disability, political affiliation, veteran status, gender, sexual orientation, race, ethnicity, or national origin;
- Notify NCAT in a timely manner of any problems with the member's performance, including failure to report to the site, unprofessional behavior, drug violations, etc.;
- Adhere to the Energy Corps disciplinary procedure outlined in the supervisor manual in the case that the host site has a problem with a member. NCAT staff must be notified prior to enforcing the disciplinary procedure. Host sites may not implement their own disciplinary procedures unless they are in alignment with the Energy Corps policy;
- Acknowledge that if it should be necessary to terminate a member or if a member resigns after completing more than 30% of his/her term, **another member cannot be recruited in his/her place**. Members who have completed less than 30% of their hours may be replaced, pending approval (see Section VIII);
- Notify NCAT within 2 business days of the early departure of a member and notify NCAT within 5 business days of the host site's intention to replace or not replace the member (if member has completed less than 30% of service hours);
- Identify members as AmeriCorps members at all times and utilize the AmeriCorps/ Energy Corps logos and names in any projects, correspondence, or events in which the member participates;
- Obtain NCAT approval of any proposed changes to member assignments or duties before they are implemented;
- Develop a performance measurement implementation plan in conjunction with NCAT at the start of the program to identify specific activity outputs, outcomes, timelines and data collection methods;
- Make payment to NCAT of host site member cost share within 30 days of receiving an invoice from NCAT.

#### IV. Prohibited Activities

As an AmeriCorps program, Energy Corps members are restricted from certain activities while engaged in AmeriCorps service. These activities include, but are not limited to: religious instruction, political lobbying, fundraising and clerical functions outside of their own programming. NCAT will provide a complete list of prohibited activities, rules and regulations to the host site. Energy Corps members and host sites found to be in violation of the CNCS prohibited activities will be dismissed from the program immediately.

While engaged in service at the host site, Energy Corps members are required to participate in direct service. Direct service is defined as hands-on service that addresses the environment, public safety, education and/or other unmet human needs. It is directly serving people, one-on-one, to make change, or doing work that is involved in making change.

#### V. Liability Insurance and Indemnification

The host site must provide general liability insurance for Energy Corps members assigned to the site, as they would other volunteers for their agency. This does not require the purchasing of additional insurance, but is to ensure that the host site does have adequate insurance in the event of an accident.

The host site represents that it meets this requirement because it is self-insured under Montana law for bodily injury liability and property damage liability and this self-insurance extends to Energy Corps members acting in service to the host site. All policies for liability protection, bodily injury or property damage shall cover Energy Corps members.

Subject to the limitations of Mont. Code Ann. §2-9-108, the host site shall indemnify, save, hold harmless and defend NCAT, AmeriCorps, and their employees and agents against any and all loss, damages, claims, expenses or liability whatsoever, because of accident or injury to persons or property of others occurring in connection with the Energy Corps program that is caused by the negligent or intentional action of the host site, its agents or employees. NCAT shall indemnify, save, hold harmless and defend to host site and its employees and agents against any and all loss, damages, claims, expenses or liability whatsoever, because of accident or injury to persons or property of others occurring in connection with the Energy Corps program that is caused by the negligent or intentional action of NCAT, its agents, employees or volunteers.

## VI. Member Recruitment, Selection and Placement

NCAT will work with host sites to develop member position descriptions. NCAT will use a variety of methods to recruit members and strives to recruit members locally. Host sites are encouraged to recruit their own members to ensure a good match. All candidate members will be evaluated and screened by NCAT. All potential members must complete an application (available online or in hard-copy format) and obtain two written references. When an application is submitted, candidates will be interviewed by NCAT's program staff. If the program staff determines that the applicant is qualified for the position, a second interview will be arranged between the applicant and the host site supervisor. Final placement occurs when both the applicant and host site agree to the match. NCAT will work with host applicants to fill all requests, however, **acceptance of an application does not guarantee placement of a member**. Openings will be filled as appropriate matches are made, until all slots are filled.

## VII. Host Site Cost Share

Each host site is required to provide a cash match for each AmeriCorps member placed at their agency/organization. The cost share must adhere to the following guidelines:

- The cash match will be verifiable in the host site's accounting records.
- The match will not be included as contributions for any other federally-assisted program.
- If federal cash match is used for program operating costs, then the federal statute and/or implementing federal regulations for such federal cash must specifically indicate that such federal funds may be used to meet the cost sharing or matching requirements of another federal grant. If using federal funds as cash match, host site must receive approval from other federal agency and provide written authorization from the federal agency. The written authorization must acknowledge that the granting agency is aware the federal funds are being used as match on another federally funded project. Host sites will be expected to complete a Federal Funds Reporting Form if federal funds were or were not used. The Federal Funds Reporting Form will be distributed with the Host Site Cost Share invoice and will be returned with the invoice payment along with any other documentation requested.
- Matching funds cannot be raised by the member.





## Prohibited Activities – AmeriCorps

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h. Providing a direct benefit to—
  - i. A business organized for profit;
  - ii. A labor union;
  - iii. A partisan political organization;
  - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - v. An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as the Corporation may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

## ADDENDUM E-1 ENERGY CORPS AMERICORPS MEMBER POSITION DESCRIPTION

**Name and location of host site:** Sustainability Educator, City of White Fish, MT

**Title:** Energy Corps Member

**Reports to:** Karin Hilding, Senior Project Engineer, Public Works, City of Whitefish

**Term of service:** October 3, 2016-August 31, 2017

**Anticipated service schedule:** 1700 hours over the course of service term. Roughly 40 Hours per week. Occasional evening/weekend hours may be necessary.

**Position Summary:** The Whitefish City Council has unanimously agreed to initiate a climate action plan and has appointed two councilors and a staff member to represent the city in the new partnership titled Climate Smart Glacier Country. Other partners include Glacier National Park, Flathead Electric Cooperative, Whitefish School District, and many individuals, organizations and businesses. The city would like to bring on an Energy Corps member to conduct an energy audit of the city operations and a greenhouse gas inventory and develop an energy conservation and climate action plan to conserve energy and reduce emissions and ultimately save money on energy costs. The Energy Corps member would also be responsible for developing mutually beneficial strategies to promote sustainability practices and encourage green economic development in partnership with other communities, Glacier National Park, local schools and businesses.

### Specific Position Responsibilities:

- Play a lead role in cooperation with city staff, Flathead Electric Cooperative (FEC), and others in the climate solutions partnership to inventory current energy uses and greenhouse gas emissions using Clearpath software or other appropriate evaluation tools
- Assess opportunities to reduce energy use and emissions in city operations, including buildings, infrastructure, public services, equipment and vehicle fleet
- Work with city staff and councilors to draft an energy conservation plan
- Support planning and design of city building and infrastructure projects
  - Projects include a new city hall, parking structure, and wastewater treatment plant
  - Identify and implement energy conservation and/or renewable energy production opportunities
- Participate in preparation of vulnerability assessments that evaluate potential risks to community residents, services and infrastructure from anticipated impacts of climate change
- Provide staff support to the city's designated "energy champion" to partner with FEC and BPA to help identify and implement energy efficiency measures through their energy efficiency programs
- Participate in the Climate Smart Glacier Country partnership to enable broader community engagement in the city's conservation and climate action plan and to support partnership projects for the greater Flathead Valley community and Glacier National Park
  - These may include installation of electric vehicle charging stations; waste reduction, recycling and composting projects; and community education and outreach efforts
  - Conduct public outreach and engagement related to the city's inventory and conservation plan, the climate solutions partnership, and energy conservation opportunities for homes and businesses in the community

- Provide support to Whitefish School District students and staff to improve energy conservation at the schools, involve students in community partnerships, develop curriculum and provide insight into the design of the district's new Center for Applied Sustainability, which is slated for completion in Spring 2017

**Minimum Requirements:**

- Must be over 18 with a high school diploma or GED; a strong educational background and/or experience in energy conservation strategies and sustainable energy management and design is preferred
- Sincere and demonstrated interest in environmental sustainability and energy conservation
- Ability to coordinate and lead project working groups
- Strong data collection and analysis skills desired
- Strong writing and oral communication skills required
- Attention to detail and responsible work habits as well as strong organizational and communication skills
- Ability to establish and cultivate relationships with city officials and community partners
- Ability to thrive in a multiple-task environment
- Ability to relate to people from diverse backgrounds, ranging from public officials to neighborhood residents
- Ability to balance supervisor direction with being a self-starter
- Must have a valid driver's license and personal insured vehicle, mileage reimbursement will be provided for any work-related travel
- Member **will not** have recurring access to vulnerable populations

**Benefits:** This Energy Corps position will receive the following benefits:

- Opportunity to make a difference in a community
- Green job training and professional development
- Living allowance of \$12,530 over term of service
- An AmeriCorps Education Award (\$5,775) upon successful completion of service
- Health benefits and child care assistance if qualified

**APPLICATION PROCESS:** Applications will be accepted through August 15, 2016 or until a suitable candidate can be identified. Early applications are encouraged and applications will be considered as they are received. All persons interested in being considered for the position must submit an Energy Corps application form. The application form may be downloaded at [www.energycorps.ncat.org/pdf\\_positions/energycorps\\_app\\_0614.pdf](http://www.energycorps.ncat.org/pdf_positions/energycorps_app_0614.pdf) or requested from Kaleena Miller, Energy Corps Program Director. Incomplete applications will not be considered. The completed application form can be emailed to [kaleenam@ncat.org](mailto:kaleenam@ncat.org) or sent to:

Kaleena Miller  
NCAT Energy Corps Program Director  
P.O. Box 3838  
Butte, MT 59702

NCAT values diversity and encourages minority and women applicants to apply. For additional information about NCAT please visit our website at [www.ncat.org](http://www.ncat.org). It is NCAT's policy and organizational philosophy to ensure that all of our employment practices, including recruitment and hiring, are administered for all individuals without regard to race, sex, creed, color, national origin, age, religion, marital or veteran status, disability, sexual orientation, or political affiliation.

## ADDENDUM E-2 ENERGY CORPS AMERICORPS MEMBER POSITION DESCRIPTION

**Name and location of host site:** Sustainability Educator, City of Whitefish, MT

**Title:** Energy Corps Member

**Reports to:** Karin Hilding, Senior Project Engineer, Public Works, City of Whitefish

**Term of service:** October 2, 2017-August 31, 2018

**Anticipated service schedule:** 1700 hours over the course of service term. Roughly 40 Hours per week. Occasional evening/weekend hours may be necessary.

**Position Summary:** The Whitefish City Council, through help from the previous Energy Corps member, is in the process of crafting a Whitefish Climate Action Plan that seeks to conserve energy, reduce GHG emissions, and prepare for impacts of a warming and more volatile climate. The Energy Corps member for the 2017-2018 service year will work with the City Climate Action Planning (CAP) Committee to complete the plan and begin implementation. The scope of the plan includes city and school district operations as well as guidelines and initiatives for the broader community. The member also will work with the Whitefish School District to achieve its sustainability goals as a Green Ribbon School District and support the city's engagement in Climate Smart Glacier Country, a non-profit partnership with Glacier National Park, area businesses, organizations, schools and individuals.

### Specific Position Responsibilities:

- Play a lead role in cooperation with city staff, Flathead Electric Cooperative (FEC), and others in the climate solutions partnership to design and implement projects to conserve energy and reduce GHG emissions in city and school district operations
- Support planning and design of city building and infrastructure projects, including a new wastewater treatment plant
  - Identify and implement energy conservation and/or renewable energy production opportunities
- Conduct public outreach to highlight energy conservation success stories and highlight the many co-benefits of energy conservation initiatives in the Whitefish community and Glacier Country region.
- Participate in the Climate Smart Glacier Country partnership to enable broader community engagement in the city's conservation and climate action plan and to support partnership projects for the greater Flathead Valley community and Glacier National Park addressing transportation, the built environment, infrastructure, the residential sector, sustainable businesses, water conservation, and local food systems.
- Provide support to Whitefish School District students and staff to improve energy conservation at the schools, involve students in community partnerships, develop curriculum and champion sustainability through the district's new Center for Sustainability and Entrepreneurship
- Provide support to Whitefish School District students and staff to improve energy conservation at the schools, involve students in community partnerships, develop curriculum and provide insight into the design of the district's new Center for Applied Sustainability.

### Minimum Requirements:

- Must be over 18 with a high school diploma or GED; a strong educational background and/or experience in energy conservation strategies and sustainable energy management and design is preferred
- Sincere and demonstrated interest in environmental sustainability and energy conservation

- Ability to coordinate and lead project working groups
- Strong data collection and analysis skills desired
- Strong writing and oral communication skills required
- Attention to detail and responsible work habits as well as strong organizational and communication skills
- Ability to establish and cultivate relationships with city officials and community partners
- Ability to thrive in a multiple-task environment
- Ability to relate to people from diverse backgrounds, ranging from public officials to neighborhood residents
- Ability to balance supervisor direction with being a self-starter
- Must have a valid driver's license and personal insured vehicle, mileage reimbursement will be provided for any work-related travel
- Member will have recurring access to vulnerable populations

**Benefits:** This Energy Corps position will receive the following benefits:

- Opportunity to make a difference in a community
- Green job training and professional development
- Living allowance of \$12,630 over term of service
- An AmeriCorps Education Award (\$5,920) upon successful completion of service
- Health benefits and child care assistance if qualified

**APPLICATION PROCESS:** Applications will be accepted through August 18, 2017 or until a suitable candidate can be identified. Early applications are encouraged and applications will be considered as they are received. All persons interested in being considered for the position must submit an Energy Corps application form. The application form may be downloaded at [https://www.energycorps.org/pdf\\_positions/energycorps\\_app\\_0614.pdf](https://www.energycorps.org/pdf_positions/energycorps_app_0614.pdf) or requested from Emily Caponi, Energy Corps Program Director. Incomplete applications will not be considered. The completed application form can be emailed to [emilyc@ncat.org](mailto:emilyc@ncat.org) or sent to:

Emily Caponi  
NCAT Energy Corps Program Director  
P.O. Box 3838  
Butte, MT 59702

NCAT values diversity and encourages minority and women applicants to apply. For additional information about NCAT please visit our website at [www.ncat.org](http://www.ncat.org). It is NCAT's policy and organizational philosophy to ensure that all of our employment practices, including recruitment and hiring, are administered for all individuals without regard to race, sex, creed, color, national origin, age, religion, marital or veteran status, disability, sexual orientation, or political affiliation.

**ADDENDUM E-3 ENERGY CORPS  
AMERICORPS MEMBER POSITION DESCRIPTION**

**Name and location of host site:** Park County, MT and the City of Livingston - Livingston, MT

**Title:** Sustainability Associate

**Number of positions:** 1

**Reports to:** Energy Corps Program Director

**Term of service:** October 1, 2019 – August 28, 2020

**Anticipated service schedule:** 1700 hours over course of service term. Roughly 40 hours per week. Occasional evening/weekend hours may be necessary.

**Position Summary:**

Livingston and Park County are in transition. Traditional industries such as agriculture and railroad maintenance have given way to tourism, residential development, outdoor activities and cultural events. We have a housing shortage, lack of high paying jobs, traffic congestion and substantial poverty. Through community and administrative support, Livingston and Park County have made progress in energy use, conservation, and recycling programs and want to continue addressing sustainability through our operations and in the community.

Addressing energy costs in our operations and within the community is one substantial way of reducing the outflow of energy dollars and providing economic development in the larger community. Given our tight budgets, both City and County governments have a commitment to make smart, economic decisions concerning energy use. We seek to join the energy transition movement in taking advantage of our energy resources to deliver economic justice and community-based development.

**Specific Position Responsibilities:**

- Develop Community Energy Action Plan.
- Advance implementation of Municipal Energy Action Plan.
- Conduct Vehicle Fleet Electrification cost benefit analysis.
- Pursue energy data tracking installation in schools and public buildings.
- Support local energy advocacy with the Yellowstone Bend Citizen’s Council.
- Organize community events focused on relevant energy topics.
- Seek proposals for Solar PV installations and present attractive projects to city and county.



**Specific Position Requirements:**

- Education in Engineering, Environmental Science, Energy Analysis, Building Sciences, or related field.
- Comfortable with data collection and analysis.
- Interest in local approaches to address energy democratization, renewable energy, climate change, and sustainability.
- Skilled in verbal and written communications and has an interest in transferring information to varied audiences via presentations, websites, social media and other non-traditional venues
- Background in Solar PV is a plus.

**Minimum Requirements:**

- Ability to work independently with limited supervision
- Must be over 18 with a high school diploma or GED; some college or work experience preferred
- Ability to work as part of a team and individually
- Ability to relate to people from diverse backgrounds
- Good organization and communication skills, presents self in a professional manner, and is outgoing and personable
- Experienced public speaker and excellent writing skills
- Familiarity with Microsoft Office Suite
- Background and/or interest in energy
- Member **will not** have reoccurring access to vulnerable populations

**Benefits:** This Energy Corps position will receive the following benefits:

- Opportunity to make a difference in a community
- Green job training and professional development
- Living allowance of \$13,992 over term of service
- An AmeriCorps Education Award of \$6,095 upon successful completion of service
- Health benefits and child care assistance if qualified

**APPLICATION PROCESS:** Applications will be accepted until a suitable candidate can be identified. Early applications are encouraged and applications will be considered as they are received. All persons interested in being considered for the position must create an AmeriCorps account and apply. You can create an account and explore AmeriCorps opportunities at: <https://my.americorps.gov/mp/login.do>

NCAT values diversity and encourages minority and women applicants to apply. For additional information about NCAT please visit our website at [www.ncat.org](http://www.ncat.org). It is NCAT's policy and organizational philosophy to ensure that all of our employment practices, including recruitment and hiring, are administered for all individuals without regard





to race, sex, creed, color, national origin, age, religion, marital or veteran status, disability, sexual orientation, or political affiliation.



**ADDENDUM E-4 ENERGY CORPS  
AMERICORPS MEMBER POSITION DESCRIPTION**

**Name and location of host site:** City of Red Lodge - Red Lodge, MT

**Title:** Sustainability Coordinator

**Reports to:** Energy Corps Program Director

**Term of service:** October 1, 2019 - August 28, 2020

**Anticipated service schedule:** 1700 hours over the course of service term. Roughly 40 hours per week. Occasional evening/weekend hours may be necessary.

**Position Summary:** The 2013 Red Lodge Growth Policy cites a policy under the Climate Protection section of demonstrating a commitment to environmental protection and sustainability. Infrastructure and city services goals in the Growth Policy include a commitment to recycling in municipal operations and mitigating light pollution affecting the night sky. Additionally, a baseline assessment of the City's energy and carbon footprint was performed in 2017, and a group of local citizens convened to set reduction targets and create an action plan. The City of Red Lodge Energy Conservation Plan was completed and unanimously adopted by council in October of 2018.

The City believes there is a need to reduce energy costs for City buildings, as general fund revenues are stable while operating costs continue to escalate. Implementation of the Energy Conservation Plan also requires staff support. An Energy Corps member would greatly assist the City in reaching its short term goal of reducing carbon emissions to 10% below 2016 levels by year 2021, and long term goal of being 50% below 2016 levels by year 2040.

**Specific Position Responsibilities:**

- Monitor energy usage and cost savings for electric vehicle charging stations, LED streetlights, LED in City Buildings, VFD installations, and City Facility energy upgrades.
- Create Management Plans for all City Facility upgrades projects.
- Implement additional energy projects to potentially include additional LED streetlight retrofits, solar array installation(s) for City buildings, Solarize program wrap-up, composting programs, and community bike-share programs.
- Multi-faceted marketing for the electric vehicle charging stations, recycling activities, and completed energy projects. Provide public education by documenting and showcasing the benefits of all energy projects conducted by the City.
- Complete the Community Greenhouse Gas Inventory and continue the implementation of the City Energy Conservation Plan.
- Reflect plan and climate goals in the City's Growth Policy and codes/ordinances.

**Minimum Requirements:**

- Must be over 18 with a high school diploma or GED; a college degree in Environmental Science, Sustainability, or Resource Conservation is strongly preferred



- Relevant work or volunteer experience in Solar (PV), LED technology, and recycling operations is preferred
- Sincere and demonstrated interest in environmental sustainability and energy conservation
- Skilled public speaker and presenter
- Proficiency with word processing, graphics, and strong spreadsheet or database capabilities are required
- Geographic Information Software (GIS) knowledge, particularly ArcGIS, would be beneficial to this position
- Attention to detail and responsible work habits as well as strong organizational and communication skills
- Ability to establish and cultivate relationships with city officials and potential partners
- Ability to thrive in a multiple-task environment
- Ability to relate to people from diverse backgrounds, ranging from public officials to neighborhood residents
- Ability to balance supervisor direction with being a self-starter
- Must have a valid driver's license and personal vehicle, mileage reimbursement will be provided for any work-related travel
- Member **will not** have recurring access to vulnerable populations

**Benefits:** This Energy Corps position will receive the following benefits:

- Opportunity to make a difference in a community
- Green job training and professional development
- Living allowance of \$13,992 over term of service
- An AmeriCorps Education Award of \$6,095 upon successful completion of service
- Health benefits and child care assistance if qualified

**APPLICATION PROCESS:** Applications will be accepted until a suitable candidate can be identified. Early applications are encouraged and applications will be considered as they are received. All persons interested in being considered for the position must create an AmeriCorps account and apply. You can create an account and explore AmeriCorps opportunities at: <https://my.americorps.gov/mp/login.do>

NCAT values diversity and encourages minority and women applicants to apply. For additional information about NCAT please visit our website at [www.ncat.org](http://www.ncat.org). It is NCAT's policy and organizational philosophy to ensure that all of our employment practices, including recruitment and hiring, are administered for all individuals without regard to race, sex, creed, color, national origin, age, religion, marital or veteran status, disability, sexual orientation, or political affiliation.



**ADDENDUM E-5 ENERGY CORPS**  
**DRAFT AMERICORPS MEMBER POSITION DESCRIPTION**

**Name and location of host site:** City of Great Falls, MT

**Title:** Energy Response Coordinator

**Reports to:**

**Term of service:** October 5, 2020 – April 15, 2021

**Anticipated service schedule:** 900 hours over the course of service term. Roughly 40 Hours per week. Occasional evening/weekend hours may be necessary.

**Position Summary:** The Great Falls City Commission has established the Energy Response Task Force to evaluate the City's energy use and resiliency and to propose a plan to improve energy conservation and emergency preparedness for the effects of changing weather patterns on Great Falls. The city would like to bring on an Energy Corps member to assist the Task Force in developing an action plan for energy use efficiency and resilience and emergency preparedness, building upon previous efforts by identifying additional solutions to reducing greenhouse gas emissions, expanding the use of alternative energies in the City's energy portfolio, identifying additional steps to ensure emergency preparedness, and capitalizing on the resource potential of partnerships and innovation opportunities. Increasing public awareness, particularly in the area of climate-caused emergency preparedness, will also be involved.

**Specific Position Responsibilities:**

- In cooperation with City staff, the Energy Response Task Force, and others, play a lead role in drafting an energy conservation, resilience, and emergency preparedness plan
- Coordinate with NCAT's Energy Services staff to review existing energy audit reports and identify gaps and opportunities to further conserve energy and reduce energy costs. (As a non-profit with a social mission, NCAT's focus is to provide unbiased energy audits and recommendations that are in the best interest of the community or organization.)
- Build on the City's previous work evaluating potential risks to community residents, services and infrastructure from anticipated impacts of climate change and increase public awareness of risks and preparation strategies
- Assist in the identification and evaluation of funding opportunities, partnerships, and innovation opportunities associated with the task force's work
- Conduct in-depth research and develop recommendations as directed by the task force and city staff
- Conduct public outreach and communications about the task force process and progress.

**Minimum Requirements:**

- Must be over 18 with a high school diploma or GED; a strong educational background and/or experience in energy conservation strategies and sustainable energy management and design is preferred
- Sincere and demonstrated interest in environmental sustainability and energy conservation
- Ability to coordinate and lead project working groups
- Strong data collection and analysis skills desired
- Strong writing and oral communication skills required
- Attention to detail and responsible work habits as well as strong organizational and communication skills
- Ability to establish and cultivate relationships with city officials and community partners
- Ability to thrive in a multiple-task environment

- Ability to relate to people from diverse backgrounds, ranging from public officials to neighborhood residents
- Ability to balance supervisor direction with being a self-starter
- Must have a valid driver's license and personal insured vehicle, mileage reimbursement will be provided for any work-related travel
- Member **will not** have recurring access to vulnerable populations

**Benefits:** This Energy Corps position will receive the following benefits:

- Opportunity to make a difference in a community
- Green job training and professional development
- Living allowance of \$14,000 over 6-month term of service
- An AmeriCorps Education Award (\$5,775) upon successful completion of service
- Health benefits and child care assistance if qualified

## Addendum F

### Host Side Feedback on Energy Corps Program

In 2019, Energy Corps surveyed Montana's 16 host sites for feedback on the program. The findings:

- All of the sites indicated that Energy Corps members have helped **increase organizational capacity**, allowing their site to take on more projects and reach more individuals in the community. Most sites indicated that the projects Energy Corps members focused on are being **adopted by the community** – e.g., energy efficiency outreach, energy audits, solar projects, and sustainability plans.
- All sites indicated that the **community is engaged** with Energy Corps members' projects and it was clear from the feedback response that Energy Corps members' projects are making a **positive impact** on communities. Some of the impacts include energy savings, utility savings, water conservation, improved transit operations, improved water systems, improved access to beneficial programs, EV charging stations, climate resiliency planning, moving toward clean electricity, waste reduction, watershed literacy, sustainable gardens, and building a network within the community.
- The main **short-term changes** since having an Energy Corps member reported: being able to take on more as an organization, making connections with the community, the ability to have sustainability projects be on the forefront, inspiring others within the organization, and increasing program visibility.
- The main **long-term changes** of host sites who have had a member for four or more years: institutionalizing the program into their school district's curriculum, keeping systems updated and user-friendly, thinking about long term goals within the organization and feeling confident they'll have the capacity to achieve them, that the community can seek assistance from members, and increasing the community's energy awareness.
- **Challenges of having an Energy Corps member** mentioned by host sites were: sharing a member with multiple host sites, filling the position, the government shutdown, finding short-term projects that fit within term, helping member achieve work-life balance, finding presentation opportunities for member, transitioning a new member, and acclimating the member to a full- time office job.



**Item:** Resolution 10332, Authorizing the Purchase of Certain Public Safety Radio Equipment and Approving a Lease Purchase Agreement in Connection Therewith.

**From:** Chief David Bowen

**Initiated By:** Chief David Bowen

**Presented By:** Chief David Bowen

**Action Requested:** Approve Resolution 10332, Authorizing the purchase and installation of 800MHz radio equipment and infrastructure and a Lease-Purchase Agreement with Motorola Solutions in the amount of \$1,992,460.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10332”.

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 adopt Resolution 10332 and authorize the City Manager to sign the agreement documents.

**Summary:** The Great Falls Police Department and Great Falls Fire Rescue are currently operating on a VHF trunked radio system. The current public safety radio system is not stand alone, and ties in with the State of Montana’s radio infrastructure. The public safety radio equipment currently being used by first responders are over 15 years old, and due to the antiquated models, are no longer supported by the manufacturer. The VHF frequencies utilized by first responders have seen a significant degradation in performance due to frequency interference from non-public safety entities. The degradation of public safety radio performance has translated into increased risk for first responders due to the increased difficulty of effective radio communications. The City of Great Falls utilized a private radio engineering company, Mission Critical Partners, to study our current radio system and capabilities. Mission Critical Partners returned with the recommendation to migrate to an 800MHz public safety radio system.

**Background:** During the past 7 years the City has been engaged in an ongoing process with the State of Montana, Great Falls Fire Rescue, Montana Air National Guard, Great Falls Emergency Services, Cascade County and Lewis and Clark County for improving our radio communications system. The City migrated from a wide band communications system (UHF) to a narrow band digital system (VHF) to comply with a federal mandate regarding P25 communications capabilities for interoperability. In

addition to the narrow banding the City pursued the statewide trunked system to support the interoperability with other users. Initially the City enjoyed better performance than our old conventional system, however the reliability and performance has been a challenge. Both Great Falls Police Officers and Fire Fighters have experienced failures of the current communications equipment. A VHF radio system is not conducive to municipal environments due to the construction of buildings and terrain. The recommendations provided by the state technicians and other professionals have been followed, however the remaining issues are related to the type of system the City is using. Specifically, the inability to communicate from inside buildings, known “dead spots” in town, and the overall microwave system failing, continue to plague our communications. The repeated problems with our radio system have created officer safety issues for the Police Department and hindered safe operations for fire fighters at the Fire Department. All available avenues were exhausted in an attempt to improve the performance of our radio system. Due the age of the radios and infrastructure, to include the equipment located at the 911 Center, communications have continually degraded to the point where the communications ability is not reliable. In September, 2018 an independent analysis of our radio communications system was conducted by Mission Critical Partners (MCP). After the analysis was completed and a final report issue in January, 2019 the recommendation was to migrate to 800MHz trunked radio system. For municipalities, 800MHz frequencies offer better “penetration” into and through buildings and infrastructure typically located in cities.

From approximately July 2019 to current, the Great Falls Police Department and Great Falls Fire Rescue utilized an 800MHz test site to determine the viability of the system. Using only one repeated test equipment located at the Flying J site, we experienced a significant improvement in portable radio communications. The Great Falls Police Department implemented the test portables in actual patrol operations, and the feedback from officers indicated the 800MHz system provided much improved communications capabilities over the existing VHF trunked system.

Until the legislative session of 2019, the funding options and help from the state appeared to be limited. However as the session ended, the passage of SB 352 opened up a funding stream of \$3.75 million a year for the next ten years along with a comprehensive plan to update and upgrade the statewide communication system. The City are current users of this system and stand to gain a tremendous financial and operational benefit from this planned upgrade.

The State will be upgrading the main equipment at the central controller in Lewis and Clark County to allow interoperability combined with 8 years of maintenance at the cost of \$4,173,000. In addition, the State will be upgrading our 911 center with current operating software and annual maintenance for the next 8 years at a cost of \$360,000. Lastly, the State will upgrade the equipment at the two radio tower sites allowing the City to implement the proposed changes. Again, the State will contribute 8 years of maintenance and will invest \$480,000 to the two sites.

The City of Great Falls has already entered into Interlocal Agreements, with Cascade County and the Montana Department of Justice, passed by both the City Commission and Cascade County Commission to allow access to the two sites and 911 Center for equipment replacement and upgrades. The financial investment by the State of Montana toward the radio infrastructure places the City of Great Falls in a position to realize the full benefit of this opportunity. The contract between the Montana Department of Justice and Motorola, under SB352, is specific to the upgrades to the State infrastructure. The funding mechanism under SB352 does not allow for any individual equipment purchases for municipal or county entities.



**Fiscal Impact:** A 10 year leasing option will be used to cover the cost of the purchase which totals \$1,992,461. During the process staff identified multiple funding options such as General Obligation debt and leasing options through Motorola. Motorola provided four different funding options and after further review, staff is recommending using the leasing option four with Motorola. The lease purchase with Motorola over the next ten years will result in an annual lease payment of \$231,570 with the first payment due on March 1, 2021, which is slightly different than what was presented in the quote options and discussed in the Sole Source Letter that is attached. The lease rate is fixed at 2.87%. The total purchase price has been dramatically reduced from the original projections plus an incentive of \$650,000 provided by Motorola.

**Alternatives:** The City Commission could vote to deny the Resolution authorizing the upgrade to an 800MHz public safety radio system and deny the Lease-Purchase Agreement. If the City Commission votes to deny the Resolution, the communications ability for first responders will continue to degrade and the unsupported equipment will continue to age.

**Concurrences:** City of Great Falls, Cascade County, State of Montana.

**Attachments/Exhibits:**

Resolution 10332

Final Proposal from Motorola

Great Falls, MT v2 Motorola Solutions Quote 030520

Motorola Solutions 800MHz Sole Source Letter

Draft of Equipment Lease-Purchase Agreement - *(City Legal Department has requested some minor changes to contract, currently waiting for Motorola approval for final Agreement)*

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 10332, entitled: "RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN PUBLIC SAFETY RADIO SYSTEM EQUIPMENT AND APPROVING A LEASE-PURCHASE AGREEMENT IN CONNECTION THEREWITH" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City of Great Falls at a regular meeting on March 17, 2020 and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commission Members voted in favor thereof: \_\_\_\_\_; voted against the same: \_\_\_\_\_; abstained from voting thereon: \_\_\_\_\_; or were absent: \_\_\_\_\_.

WITNESS my hand officially this 17th day of March, 2020.

(SEAL)

\_\_\_\_\_  
City Clerk

RESOLUTION NO. 10332

RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN  
PUBLIC SAFETY RADIO SYSTEM EQUIPMENT APPROVING  
A LEASE-PURCHASE AGREEMENT IN CONNECTION  
THEREWITH

BE IT RESOLVED by the City Commission (the “Commission”) of the City of Great Falls, Montana (the “City”), as follows:

Section 1. Recitals and Authorization.

1.01. The City proposes to acquire new public safety radio system equipment (the “Radio Equipment”) for use in providing essential government public safety services. The total cost of the Radio Equipment is estimated to be \$1,992,460.00. In order to finance the acquisition of the Radio Equipment, the City proposes to enter into an Equipment Lease-Purchase Agreement with Motorola Solutions, Inc., as lessor (the “Lessor”), substantially in the form attached hereto as Exhibit A (the “Lease-Purchase Agreement”).

1.02. The lease payments payable by the City pursuant to the Lease-Purchase Agreement (the “Lease Payments”) shall constitute current expenses of the City’s and shall be paid, and other obligations of the City thereunder shall be met, solely from the amount appropriated by the Commission for such purpose in the City’s annual budget, and shall constitute a current expense of the City for such fiscal year then in effect. The Lease-Purchase Agreement shall not constitute an indebtedness, liability or mandatory payment obligation of the City within the meaning of any constitutional or statutory provision.

Section 2. Approval of Acquisition of Radio Equipment and Lease-Purchase Agreements.

2.01. The City hereby approves the acquisition of the Radio Equipment. All actions heretofore taken by officers of the City in connection with the acquisition of the Radio Equipment, to the extent not inconsistent with the provisions of this Resolution, are hereby ratified, approved and confirmed.

2.02. It is hereby determined that financing the acquisition of the Radio Agreement pursuant to the terms and conditions of the Lease-Purchase Agreement is in the best interest of the City. The City hereby approves the form of the Lease-Purchase Agreement. Each of the Mayor, the City Manager and the Fiscal Services Director is hereby authorized and directed to approve, execute and deliver to the Lessor the Lease-Purchase Agreement, with such modifications thereto as may be approved by the officer or officers executing the same, which approval shall be conclusively evidenced by the execution thereof. Each of the Mayor, the City Manager and the Fiscal Services Director is also authorized to enter into and deliver such other documents and certificates as may be necessary or desirable in connection therewith, in the opinion of Dorsey & Whitney LLP, as special counsel to the City, or as may be reasonably required by the Lessor.

Section 3. Tax Matters.

3.01. General Covenant. The City covenants and agrees that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the portion of the Lease Payments designated as interest to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the “Regulations”), and covenants to take any and all actions within its powers to ensure that the Lease Payments designated as interest will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

3.02. Radio Equipment. The Radio Equipment is and will be owned and operated by the City and used by the City to provide essential governmental public safety services for the benefit of members of the general public. No user of the Radio Equipment is granted any concession, license or special arrangement with respect to the Radio Equipment. Except for the Lease-Purchase Agreement, the City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Radio Equipment or security for the payment of amounts due under the Lease-Purchase Agreement that might cause the Lease-Purchase Agreement or any payments thereunder to be made in connection therewith to be considered an “arbitrage bond” or “private loan bond” within the meaning of Sections 148 and 141 of the Internal Revenue Code of 1986, as amended (the “Code”).

3.03. Arbitrage Certification. The Mayor, the Fiscal Services Director and the City Clerk, being the officers of the City charged with the responsibility for executing the Lease-Purchase Agreement, are authorized and directed to execute and deliver to the Lessor a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of execution and delivery of the Lease-Purchase Agreement, it is reasonably expected that the proceeds of the Lease-Purchase Agreement will be used in a manner that would not cause the Lease-Purchase Agreement, respectively, to be “arbitrage bonds” within the meaning of Section 148 of the Code and the Regulations.

3.04. Arbitrage Rebate. The City acknowledges that the Lease-Purchase Agreement is subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Lease-Purchase Agreement from gross income for federal income tax purposes, unless the Lease-Purchase Agreement qualifies for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Lease-Purchase Agreement arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor, the Fiscal Services Director and the City Clerk are hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by bond counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

3.05. Information Reporting. The City shall file with the Secretary of the Treasury, not later than May 15, 2020, a statement concerning the Lease-Purchase Agreement Schedule containing the information required by Section 149(e) of the Code.

Section 4. Transcript Certification. The officers of the City are directed to furnish to the Lessor certified copies of all proceedings and information in their official records relevant to the authorization of the Lease-Purchase Agreement and such certificates and affidavits as to other matters appearing in their official records or otherwise known to them as may be reasonably required to evidence the validity and enforceability of the Lease-Purchase Agreement and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations and recitals of the City as to the correctness of all facts stated therein and the completion of all proceedings stated therein to have been taken.

Section 5. Effective Date. This Resolution shall become effective upon passage and all provisions of ordinances, resolutions and other actions and proceedings of the City which are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this 17<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Bob Kelly, Mayor

Attest:

\_\_\_\_\_  
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara R. Sexe, City Attorney

**EXHIBIT A**  
**EQUIPMENT LEASE-PURCHASE AGREEMENT**

# CITY OF GREAT FALLS

800 MHZ RADIO SYSTEM UPGRADE

MARCH 5, 2020

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

---

Motorola Solutions, Inc.  
10680 Treena St., Ste 200  
San Diego, CA 92131  
U.S.A.

March 5, 2020

Mr. David Bowen  
Chief, Great Falls Police Department  
The City of Great Falls  
112 1<sup>st</sup> Street South  
Great Falls, MT 59403

Subject: Radio System Upgrade

Dear Chief Bowen,

Motorola Solutions, Inc. (“Motorola”) is pleased to have the opportunity to provide the City of Great Falls with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola’s solution includes a combination of hardware, software, and services that integrate with the statewide Motorola ASTRO25 Trunking System and leverage the equipment and services provided by the State’s system upgrade. In addition, the proposed subscriber radios operate on both 7/800MHz spectrum, as well as VHF, giving Great Falls users maximum capability, flexibility and interoperability. Specifically, this solution converts the new GTR8000 4-channel trunking sites provided by the State at Flying J and Pacific Steel from VHF to 7/800MHz. This includes new antenna systems, combiners, etc. required to change bands, as well as functional and coverage testing to ensure optimal performance. Furthermore, this proposal includes a complete replacement of portable, mobile, console and desktop control station radios with the APX8000/8500 platform to make the conversion seamless. Installation and programming of the radios is also included.

This proposal consists of this cover letter and the Communications System and Services Agreement (CSSA), together with its Exhibits. This proposal shall remain valid for 60 days. In addition, this proposal includes a special and conditional discount to reduce the Contract Price if the project is deployed consistently with (or ahead of) the dates listed in the Pricing Summary section of the Proposal. Great Falls may accept the proposal by delivering to Motorola the CSSA signed by the appropriate City contact. Motorola would be pleased to address any concerns you may have regarding the proposal. Questions can be directed to your Motorola Account Executive, Roy Kyser, at (425) 412-0698, or your Motorola Manufacturer’s Representative, Mark Stricklin, at (406) 721-2255.

We thank you for the opportunity to furnish Great Falls with “best in class” solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,  
MOTOROLA SOLUTIONS, INC.



Micah Applewhite  
MSSSI Vice President & Director Sales



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SECTION 1

# SYSTEM DESCRIPTION

## 1.1 OVERVIEW

City of Great Falls currently operates on VHF trunking repeater sites connected to the State-wide ASTRO 25 Radio System. In recent months, City of Great Falls had the opportunity to test a proof of concept 800 MHz trunked repeater site with positive results. As a result, City of Great Falls has requested a quote to add (2) 800 MHz trunked repeater sites to their system to replace their VHF sites. This firm proposal also includes Motorola's APX series of subscriber radios for the City of Great Falls communication needs.

### 1.1.1 Flying J and Pacific Steel 800 MHz ASRs

There will be (2) 800 MHz Trunked Repeater Sites implemented: (1) at the Flying J site and (1) at the Pacific Steel site. Both sites will be (4) channel P25 FDMA sites with (3) trunked talkpaths. The 800 MHz Trunked Repeater Sites will make use of existing backhaul links to tie back in to the Master site at Helena.

Both sites will use a Tower Top Amplifier (TTA) for optimal receive performance and to balance inbound and outbound portable coverage.

Figure 1-1 shows a block diagram of the site configuration.

The proposed RF platform for this site is Motorola's G-series portfolio of products. Our portfolio of RF stations, receivers, site controllers and comparators is designed to maximize channel up-time, simplify system technology refresh, enable smaller, more efficient site design, and minimize the cost of ownership.

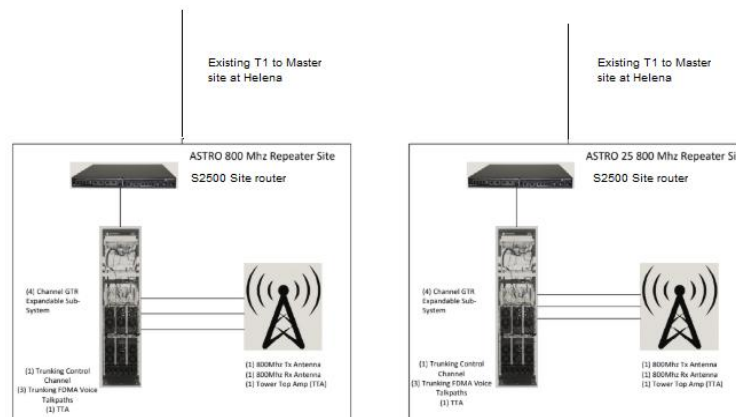


Figure 1-1

G-series site equipment has many features built in to support ease of service. Six basic modules create the entire G-series platform resulting in reduced spare parts inventory. Modules have front access to improve serviceability with hot-swap support to ensure channels are back on the air in minimum possible time. Standard Battery Revert and Charging capability is built into every G-series power supply. Integrating these capabilities eliminates the need for a large uninterrupted power supply and saves valuable site space.

Software upgrades are more stable and performed with less downtime in the GTR 8000 base radio. One version of software can run actively while another version is downloading. Using a remote IP connection, the user can decide when to switch between the two versions of software allowing the system manager to prepare for software downloads.

## 1.2 SYSTEM COMPONENTS

Our proposed **repeater site** solution for City of Great Falls includes the following summary of equipment for.

- Two (2) 800 MHz Motorola Expandable Site Subsystem (ESS) supporting the following channels/talk-paths:
  - (1) Trunked Control Channel
  - (3) P25 Phase 1 FDMA Channels
  - 6-Channel Combiner
  - 6-Channel Multicoupler
  - Transmit Filter
- Two (2) Tower-Top Amplifiers.
- Two (2) 800 MHz Transmit Antennas.
- Two (2) 800 MHz Receive Antennas.
- 370 feet of 7/8" Coaxial cable for two 800 MHz repeater site antenna runs.
- 370 feet of 1/2" Coaxial cable for two TTA test line runs.
- Site Spares.

Our proposed solution includes the following **subscribers**:

- (80) Great Falls PD APX Portables
  - Model APX 8000 Model 2.5
  - Frequency Bands – 7/800 and VHF
  - ASTRO P25 FDMA Trunking Operation
  - Multikey
  - Multiple Encryption Algorithms
    - ◆ AES/DES, DES-XL, DES-OFB
  - 3 Year Essential Service Package
- (8) Great Falls PD APX Portables
  - Model APX 8000 Model 2.5
  - Frequency Band – 7/800
  - ASTRO P25 FDMA Trunking Operation
  - Multikey
  - Multiple Encryption Algorithms
    - ◆ AES/DES, DES-XL, DES-OFB
  - 3 Year Essential Service Package
- (40) Great Falls PD APX Remote Mount Mobiles

- Model APX 8500 Mid Power
- Frequency Bands – 7/800 and VHF
- ASTRO P25 FDMA Trunking Operation
- Multikey
- O5 Control Head
- All Band Antenna
  - ◆ GPS/Wifi Antenna NOT included
- Palm Microphone
- Auxiliary Speaker
- RF- Preamp
- 3 Year Essential Service Package
- (1) Great Falls PD Control station
  - Model APX 8500 Mid Power
  - Frequency Bands – 7/800 and VHF
  - ASTRO P25 FDMA Trunking Operation
  - Multikey
  - O5 Control Head
  - All Band Antenna
    - ◆ GPS/Wifi Antenna NOT included
  - Palm Microphone
  - RF- Preamp
  - 3 Year Essential Service Package
- (75) Great Falls FD APX Portables
  - Model APX 8000XE Model 2.5
  - Frequency Bands – 7/800 and VHF
  - ASTRO P25 FDMA Trunking Operation
  - Multikey
  - Multiple Encryption Algorithms
    - ◆ AES/DES, DES-XL, DES-OFB
  - 3 Year Essential Service Package
  - Single Unit Charger
  - XE500 RSM
- (27) Great Falls FD APX Remote Mount Mobiles
  - Model APX 8500 Mid Power
  - Frequency Bands – 7/800 and VHF
  - ASTRO P25 FDMA Trunking Operation
  - Multikey
  - O5 Control Head
  - All Band Antenna
    - ◆ GPS/Wifi Antenna NOT included
  - Palm Microphone
  - Auxiliary Speaker
  - RF- Preamp
  - 3 Year Essential Service Package
- (5) Great Falls FD Control station
  - Model APX 8500 Mid Power
  - Frequency Bands – 7/800 and VHF
  - ASTRO P25 FDMA Trunking Operation

- Multikey
- O5 Control Head
- All Band Antenna
  - ◆ GPS/Wifi Antenna NOT included
- Palm Microphone
- RF- Preamp
- 3 Year Essential Service Package
- (5) Great Falls 911 Center
  - Model APX 8000 Model 2.5
  - Frequency Band – 7/800
  - ASTRO P25 FDMA Trunking Operation
  - Multikey
  - Multiple Encryption Algorithms
    - ◆ AES/DES, DES-XL, DES-OFB
  - 3 Year Essential Service Package
  - Single Unit charger
  - Impres RSM
- (6) Great Falls 911 Center consolettes
  - Model 8500 APX Consolette
  - Frequency Bands – 7/800 and VHF
  - ASTRO P25 FDMA Trunking Operation
  - Multikey
  - Full Front Panel
  - Control station GCAI Microphone
  - 3 Year Essential Service Package
- (6) Great Falls 911 Recording control stations
  - Model 6500 APX Mobile MP
  - Frequency Bands – 7/800 and VHF
  - ASTRO P25 FDMA Trunking Operation
  - Multikey
  - O5 Control Head
  - Multiple Encryption Algorithms
    - ◆ AES/DES, DES-XL, DES-OFB
  - Palm Microphone
  - 3 Year Essential Service Package
- (4) Great Falls Backup 911 Center consolettes
  - Model 8500 APX Consolette
  - Frequency Bands – 7/800 and VHF
  - ASTRO P25 FDMA Trunking Operation
  - Multikey
  - Full Front Panel
  - Control station GCAI Microphone
  - 3 Year Essential Service Package
- (4) Great Falls EOC consolettes
  - Model 8500 APX Consolette
  - Frequency Bands – 7/800 and VHF
  - ASTRO P25 FDMA Trunking Operation
  - Multikey

- Full Front Panel
- Control station GCAI Microphone
- 3 Year Essential Service Package

## 1.2.1 Component Description

Components included in this system design are described in this section.

### 1.2.1.1 GTR 8000 Expandable Site Subsystem

The GTR 8000 Expandable Site Subsystem (ESS) enclosure will contain GTR 8000 base stations, site LAN switches, and GCP 8000 controllers, along with a Radio Frequency Distribution System (RFDS).

Voice traffic is routed from each of the site base stations to the system for distribution all sites associated with the call. Benefits of the ESS include:

- Integrated design provides a smaller footprint at the site.
- Front/top access design and minimized cabling reduces install and service labor.
- Increased power supply redundancy through common power bus.

### 1.2.1.2 GGM 8000 Gateway (RF Site Gateway and Conventional Channel Gateway)

The GGM 8000 Gateway is a modular multi-purpose network communications platform, designed to interconnect devices and networks within ASTRO 25 public safety network systems. A GGM 8000 RF Site Gateway provides a connection to a Wide Area Network (WAN) with no conventional channel interface (V.24, analog, and/or IP). A GGM 8000 with a connection to a WAN and with a conventional channel interface (v.24, analog, and/or IP) functions as a Site and Conventional Channel Gateway.

### 1.2.1.3 GCP 8000 Site Controller

The GCP 8000 Site Controller (GCP 8000) is the control interface between the transmitter/receiver subsystem and the Zone Controller. The GCP 8000 Site Controller comprises redundant site controller modules; one site controller module acts as the active module, and the second module acts as a standby. The redundancy minimizes the possibility of a single point of failure at the site.

The GCP 8000 provides the following functions:

- Manages the channels to maximize throughput and channel availability.
- Administers registration and context activation requests.
- Monitors base stations and RF distribution equipment to facilitate centralized alarm and control monitoring.
- Provides redundant site control.
- Enables redundant site link routing for patch redundancy.

#### 1.2.1.4 Radio Frequency Distribution System

The Radio Frequency Distribution System (RFDS) provides interconnect between the base radios and antennas, allowing for a completely contained and more compact installation footprint.

#### 1.2.1.5 APX Two Way Radios

The APX P25 two-way radio series redefines safety in communication. APX puts the right device into the hands of the right user. Every feature and function is designed with its users in mind – from the rugged, easy-to-operate design to the loudest, clearest audio. The APX P25 multi-band radios deliver exceptional performance by combining advanced voice and data technology, driven by the challenges of mission critical users.

They enable instant multi-agency interoperability for mission-critical first responders, in a form that has been designed specifically for Public Safety and Law Enforcement agencies.

The APX radio interfaces with our ASTRO 25 infrastructure technology to provide seamless, high- quality communications that meet and exceed P25 standards.

Motorola's IP-enabled APX radios offer a full array of sophisticated features and progressive technology, and are the most sophisticated interoperable and rugged radios that Motorola manufactures for public safety professionals.

### 1.3 APX 8000 PORTABLE RADIO

The APX 8000 is Motorola Solutions' first all-band P25 portable radio, created specifically for mission- critical first responders who need to communicate across all frequency bands using the same device. It is a 4-in-1 radio that offers multi-band interoperability, with the clearest and loudest audio on the market as well as seamless Wi-Fi connectivity. With four RF bands and multi-mode system access, the APX 8000 enables radio users to communicate across 700 MHz, 800MHz, VHF and UHF Bands 1 and 2. The APX 8000 offers backward and forward compatibility (FDMA and TDMA) and integrated GPS for outdoor location tracking. Designed with mission-critical technology, the APX 8000 amplifies the public safety official's ability to keep the community safer than everbefore.



With four RF bands and multi-mode system access, the APX 8000 knows no limits when it comes to interoperability. With Wi-Fi access, the APX 8000 can quickly receive new codeplugs, firmware, and software features in order to redeploy the radio fleet with ease as users continue talking without interruption.

Intuitively designed with a familiar look and feel, the compact APX 8000 is always comfortable to use, while the Adaptive Audio Engine and ultra-loud speaker bring clarity into every conversation. Some of the standard features and benefits of the APX 8000 are identified below:



- **All-Band Interoperability** – The APX 8000 offers four-band multi-mode interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands.
- **Enhanced Efficiency and Safety through the Seamless Integration of Voice and Data Capabilities** – Incorporating Wi-Fi, IV&D, and P25 data connectivity in one radio enables simultaneous voice and data radio transmission. Management and configuration of each radio becomes transparent, with new software or data upgrades occurring while the user continues to communicate via voice over the radio, resulting in no “shut-down” times. GPS Outdoor Personnel Tracking enables each radio user’s location to be shared, resulting in more efficient task assignment and enhanced radio user safety. Mission Critical Wireless Bluetooth allows the radio to connect quickly and securely with remote speaker microphones, surveillance kits, and the LEX L10 Mission-Critical LTE Handheld for remote radio control. Off-the-shelf Bluetooth audio and data accessories are also supported on all APX 8000 radios.
- **Hear and be Heard More Clearly** – First responders and other critical personnel must be able to communicate and coordinate their actions even in chaotic, high-noise environments. An adaptive audio engine and ultra-loud speaker enable the radio to automatically adjust to consistently produce the loudest and clearest audio in any environment. Adaptive dual-sided operation uses beam-forming technology to allow the radio user to speak into either side of the radio. Adaptive noise suppression adjusts the audio algorithm to cancel out the background noise as it changes in the radio user’s environment. Adaptive speaker equalization automatically adjusts the 3 Watt loud speaker settings based on volume selection to optimize sound for the talker’s authenticity and speech intelligibility at low or high volumes. Adaptive Windporting engages a third microphone to cancel out wind noise.
- **Comfortable Design** – This compact, rugged, and secure radio has been made with the user’s comfort in mind. The familiar look and feel of the APX 8000 was modeled after Motorola Solutions’ award winning APX 6000 radio design, and enhanced with the RF band access of the APX 7000. A flexible all-band antenna bends easily while the radio user is moving around on the job, ensuring the antenna never gets in the way of doing their job.
- **Rugged, Robust, and Reliable Design Features** – The APX 8000 portable radio is ready for unpredictable environments by incorporating the most durable features to ensure radio functionality. Water-Tight Seal protects the radio’s interior from water intrusion, even if the outer housing is breached, with a shock- absorbing aluminum alloy endoskeleton. The IP 68 standard rating ensures that the APX 8000 can withstand 2 meters of water submersion for 2 hours. The Delta-T option can be added on to this radio to ensure it can withstand 2 meters of water submersion for 4 hours. Drop-Resistant Dual Battery Latch protects the radio from resetting, powering off, or ejecting the battery upon impact from being dropped. Tempered Glass Display protects the radio’s color display user interface from scratches, impact, and pressure.
- **Secure Communications** – The APX 8000 is designed to secure and protect voice and data information from unwanted intruders. Multiple Hardware Encryption Algorithms (ex: AES, DES, ADP with up to 128 keys) ensure that sensitive information stays protected from scanners and eavesdroppers. Over-the-Air Re- Keying (OTAR) offers the ability to efficiently rekey and update encryption keys of fielded radios over time. P25 Radio Authentication ensures that only valid users can access the system and all sensitive information. Two-Factor Authentication allows users to securely log in to query databases.

## 1.3.1 APX 8000XE Portable Radio

The APX 8000XE redefines mission-critical communications by delivering an ultra-durable radio that combines unlimited interoperability, loud audio, and secure Wi-Fi connectivity. The APX 8000XE is a part of Motorola Solutions' APX Extreme Series, providing all-band P25 access in a portable radio created specifically for first responders who encounter extreme conditions.

Working together with firefighters around the world, Motorola Solutions designed the APX™ XE Series; a complete portfolio of ergonomically advanced, ultra-rugged radios

and accessories that are safe, easy, and efficient to use. Firefighters said they wanted equivalent extreme features as the APX XE Series including a larger display, exaggerated control knobs, and the capability to

communicate with surrounding municipalities within an all-band radio solution. The APX 8000XE brings together not only these requirements, but also the integration of Wi-Fi for programming flexibility.



Motorola Solutions' goal in creating the APX 8000XE was to redefine mission-critical communications by delivering an ultra-durable radio that combines all-band interoperability, loud audio, and secure Wi-Fi connectivity. Some of its standard features and benefits are identified below:

- **Enhanced Efficiency and Safety through the Seamless Integration of Voice and Data Capabilities** – Incorporating Wi-Fi, IV&D, and P25 data connectivity in one radio enables simultaneous voice and data radio transmission. Management and configuration of each radio becomes transparent, with new software or data upgrades occurring while the user continues to communicate via voice over the radio, resulting in no “shut-down” times. GPS Outdoor Personnel Tracking enables each radio user’s location to be shared, resulting in more efficient task assignment and enhanced radio user safety. Mission-critical Wireless Bluetooth allows the radio to connect quickly and securely with remote speaker microphones, surveillance kits, and the LEX L10 Mission Critical LTE Handheld for remote radio control. Off-the-shelf Bluetooth audio and data accessories are also supported on all APX 8000XE radios.
- **All-Band Interoperability** – The APX 8000XE offers four-band multi-mode interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands.
- **Hear and be Heard More Clearly** – First responders and other critical personnel must be able to communicate and coordinate their actions even in chaotic, high-noise environments. An adaptive audio engine and ultra-loud speakers enable the radio to automatically adjust to consistently produce the loudest and clearest audio in any environment. Adaptive Dual-sided Operation uses beam-forming technology to allow the radio user to speak into either side of the radio. Adaptive Noise Suppression adjusts the audio algorithm to cancel out the background noise as it changes in the radio user’s environment. Adaptive Speaker Equalization automatically adjusts the 3 Watt loud speaker settings based on volume selection to optimize sound for the talker’s

- authenticity and speech intelligibility at low or high volumes. Adaptive Windporting engages a third microphone to cancel out wind noise. A new Unique Speaker Grill feature provides better water runoff to improve overall communications.
- **Advanced Ergonomics for Extreme Conditions** – This compact, rugged, and secure radio has been made with the user’s comfort in mind. The familiar look and feel of the APX 8000XE was modeled after Motorola Solutions' award winning APX 6000 radio design, and enhanced with the RF band access of the APX 7000. A flexible all-band antenna bends easily while the radio user is moving around on the job, ensuring the antenna never gets in the way of the user getting their job done. Glove-friendly controls, including well- spaced knobs, larger buttons, and a shielded push-to-talk button facilitate easier operation of critical features, while eliminating their unintentional activation. Enlarged screens are easier for users to read in dark or low-light conditions.
  - **Rugged, Robust, and Reliable Design Features** – The APX 8000XE portable radio incorporates the most durable features to provide radio functionality for unpredictable, extreme environments. A water-tight seal employs a shock-absorbing aluminum alloy endoskeleton to protect the radio’s interior from water intrusion, even if the outer housing is breached. The IP 68 standard rating ensures that the APX 8000XE can withstand 2 meters of water submersion for 2 hours. The Adding the Delta-T option can be added on to this radio to ensures it can withstand 2 meters of water submersion for 4 hours. A drop-resistant dual battery latch protects the radio from resetting, powering off, or ejecting the battery upon impact from being dropped. Tempered Glass Display protects the radio’s color display user interface from scratches, impact, and pressure. ANSI/ISA-12.12.01-2015 CAN/CSA C22.2 NO. 213-15 Compliance ensures that the radio complies with the testing/standards used to evaluate electrical equipment for usage in hazardous, classified locations.
  - **Secure Communications** – The APX 8000XE is designed to secure and protect voice and data information from unwanted intruders. Multiple Hardware Encryption Algorithms (ex: AES, DES, ADP with up to 128 keys) ensures that sensitive information stays protected from scanners and eavesdroppers. Over-the-Air Re- Keying (OTAR) offers the ability to efficiently rekey and update encryption keys of fielded radios over time. P25 Radio Authentication ensures that only valid users can access the system and all sensitive information. Two-Factor Authentication allows users to securely log in to query databases.

### 1.3.2 APX 8500 Mobile Radio

The APX 8500 is Motorola Solutions' first all- band P25 mobile radio, created specifically for mission-critical first responders, who need to communicate across all frequency bands using the same device. It is a 4-in-1 radio that offers four RF bands and multi-mode system access. The APX 8500 enables radio users to communicate across 700 MHz, 800MHz, VHF and UHF Bands 1 and 2. Designed with mission- critical technology, the APX 8500 amplifies a radio user with the ability to keep the community safer than ever before.



With four RF bands and multi-mode system access, the APX 8500 knows no limits when it comes to interoperability. Some of its standard features and benefits are identified below:

- **All-Band Interoperability** – The APX 8500 offers four-band multi-mode interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands.
- **Multiple Control Head Options** – The APX 8500 mobile radio can be controlled by multiple control heads, with four different wired locations. There are five control heads available for the APX 8500: the O2 Rugged Control Head, O3 Handheld Control Head, O5 Standard Control Head, O7 Enhanced Control Head, and O9 Integrated Control Head. Dual control head support is offered for the O2, O5, and O7 control heads.
- **Easy to Install** – The APX 8500's Mid-Power Model has been designed to fit into any existing Motorola XTL footprint, so no further installation is necessary. The High-Power Model has been designed with a trunion design that secures the mobile while enabling it to be removed without also removing connecting cables.
- **Meet Radio Users' Needs** – The APX 8500 is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging, Over the Air Rekeying (OTAR), 12 character RF ID asset tracking, Tactical OTAR Siren and Light Interface Module, and Enhanced Encryption Software Options.

## 1.4 APX 6000 PORTABLE RADIO

Motorola Solutions designed the APX 6000 fourth generation P25 portable with direct input from first responders. Engineered with high performance technology and utilizing innovative designs, the APX 6000 provides users with an ergonomic and rugged device that delivers superior audio performance with real-time information in a smaller package. The APX 6000 is easy to use, allowing personnel to focus on their job at hand, rather than the technology. In addition, the APX 6000 equips first responders with the clearest audio of any Motorola Solutions portable on the market.



The APX 6000 is Motorola Solutions' fourth-generation, P25 Phase 2 capable portable radio, created specifically for public safety first responders who need to communicate on Project 25 Phase 2 systems. It offers outstanding performance in a compact, ruggedly reliable design, with the clearest audio of any Motorola Solutions portable on the market. With Wi-Fi access enables, the APX 6000 can quickly receive new codeplugs, firmware, and software features, in order to redeploying the radio fleet with ease as users continue talking without interruption. The APX 6000 improves public safety and emergency response times by incorporating innovative technology and design features developed based on direct input from first responder radio users.

Some of the standard features and benefits of the APX 6000 include:

- **Improved Efficiency and Safety** – Supports Integrated Voice and Data (IV&D) capabilities to enhance the efficiency and safety of Great Falls Police Department users through various data applications (Over-the-Air Programming (POP25) and Text Messaging).
- **Advanced Audio Features Ensure Intelligibility in High-Noise Environments** – 3 Watt speaker deliver superior intelligibility by producing louder sound and more accurately reproducing voice transmissions. An adaptive audio engine and ultra-loud 3 Watt speaker enable the radio to automatically adjust to consistently produce the loudest and clearest audio in any environment. Dual-sided two-microphone noise-canceling

- technology ensures clear audio through noise suppression technology that locates the talker and cancels out any background noise in their environment. An AMBE digital voice vocoder provides unmatched speed and voice quality, while reducing costs by requiring less data, memory, and power consumption.
- **Discreet Communication between Radio Users** – Cutting-edge design features in a small size enable public safety radio users, such as police officers, with the ability to communicate with team members without being detected in dangerous situations. The T-Grip design offers a secure grip and easy handling. The full bitmap monochromatic LCD Top Displays allow users to quickly read messages at a glance, and a high-contrast color display screen ensures easy viewing in difficult lighting conditions or when viewing at an angle. The enhanced grooves of the Push-to-Talk (PTT) button allow users to easily locate by “touch”.
  - **Rugged Design Features** – Heavy-duty design features provide additional durability. Because it meets Submersible IP68 standards with the option to upgrade to a rugged housing (2 meters, 2 hours), the APX 6000 will function even when immersed in water. Meets all applicable MIL-STD-810C, D, E, F and G standards for withstanding dust, heat, shock, and drops, making it the most reliable portable radio in any situation.

The APX 6000 comes in three different base configurations, and can be further customized to meet the needs of Great Falls Police Department. These models include:

- Model 1.5 (Dual Display display and no keypad).
- Model 2.5 (Dual-display with limited keypad).
- Model 3.5 (Dual-display with full keypad).

APX 6000	Full Bitmap Monochromatic LCD Top Display	Full Bitmap Color LCD Display	Backlit Keypad with 3 Soft Keys	4-Direction Navigation Key	Home and Data Buttons	4x3 Keypad	Channel Capacity
Model 1.5	X						96
Model 2.5	X	X	X	X	X		1000

## 1.5 APX 6500 MOBILE RADIO

The Motorola Solutions APX 6500 includes exceptional flexibility and innovative safety features, providing mission-critical first responders with a mobile radio that is easy to operate and intuitive to use. The APX 6500 P25 mobile allows users to choose from five control heads, mid and high-power models, and multiple installation configurations in an easy-to-install design. Innovative standard safety features such as GPS location tracking, intelligent lighting, and one-touch controls help keep first responders safer than ever before.



The APX 6500 has been created specifically to give first responders and other public safety personnel the ability to decide what will best support their operational needs. Its flexible platform enables the ability to choose from a selection of five interchangeable control heads, dual control head support, and two transceiver options. Some of its standard features and benefits include:

- **P25 and Legacy Interoperability** – Available in 700/800 MHz, VHF, UHF R1 and UHF R2 frequency bands, and compatible with both P25 Phase 1 and Phase 2 infrastructure. The APX 6500 enables seamless communications for mission-critical first responders.
- **Multiple Control Head Options** – The APX 6500 mobile radio can be controlled by multiple control heads, with four different wired locations. There are five control heads available for the APX 6500: the O2 Rugged Control Head, O3 Handheld Control Head, O5 Standard Control Head, O7 Enhanced Control Head, and O9 Integrated Control Head. Dual control head support is offered for the O2, O5, and O7 control heads.
- **Easy to Install** – The APX 6500's Mid-Power Model has been designed to fit into any existing Motorola Solutions XTL footprint, so no further installation is necessary. The High-Power Model has been designed with a trunion design that secures the mobile while enabling it to be removed without also removing connecting cables.
- **Options to Meet Radio Users' Needs** – The APX 6500 is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging Over-the-Air Rekeying (OTAR), 12-character RF ID asset tracking, Tactical OTAR, Siren and Light Interface Module.

## 1.6 DESIGN BASIS

This section details the assumptions Motorola has made in order to prepare this design. Should any of these assumptions be incorrect or unacceptable to City of Great Falls, Motorola reserves the right to amend the design, which could result in a change in project scope, schedule, and/or cost.

- City of Great Falls will be responsible for maintaining valid FCC licensing (or other approved authority to operate) throughout the life of this project. Please note that the obtained FCC licenses may necessitate a change in the proposed hardware configuration and coverage.
- Motorola is not assuming responsibility for the support and/or performance of the existing equipment within the system, or for portions of the system that are installed and/or supplied by non-Motorola personnel (excluding Motorola sub-contractors)
- All subscribers purchased as part of this project already have a valid ASTRO 25 user license on the existing ASTRO 25 system.
- Additional licenses are available in groups of 500, and can be purchased separately or added to this contract via a change order
- Existing backhaul connectivity from the ASR sites to the Master site at Helena will be reused in this project. Any upgrades required to support the new GTR sites will be the customer's responsibility.
- Existing DC power sources will be used to power the new equipment. Required changes to the design, including providing DC breakers and conductors will be a customer responsibility.
- There will be some down time that the customer may experience when changing the sites from VHF to 7/800. Motorola will do its best to keep this to a minimum given the space and power available at the sites.

- Motorola assumes that existing antenna lines at the Great Falls PD, Fire, 911, Backup 911 and EOC locations will be able to support the new control stations and consolettes provided to replace existing subscribers. The only change will be swapping out the VHF antennas for 7/800 antennas. Motorola will sweep the coax to ensure they can continue to be used. Any failure of tests will result in a change order to replace the antenna lines.
- Additional fault management and configuration management applications are not part of this proposal.

Unless there is an actual one-one swap happening, any changes to existing subscribers (hardware/software/programming) are not part of this proposal.

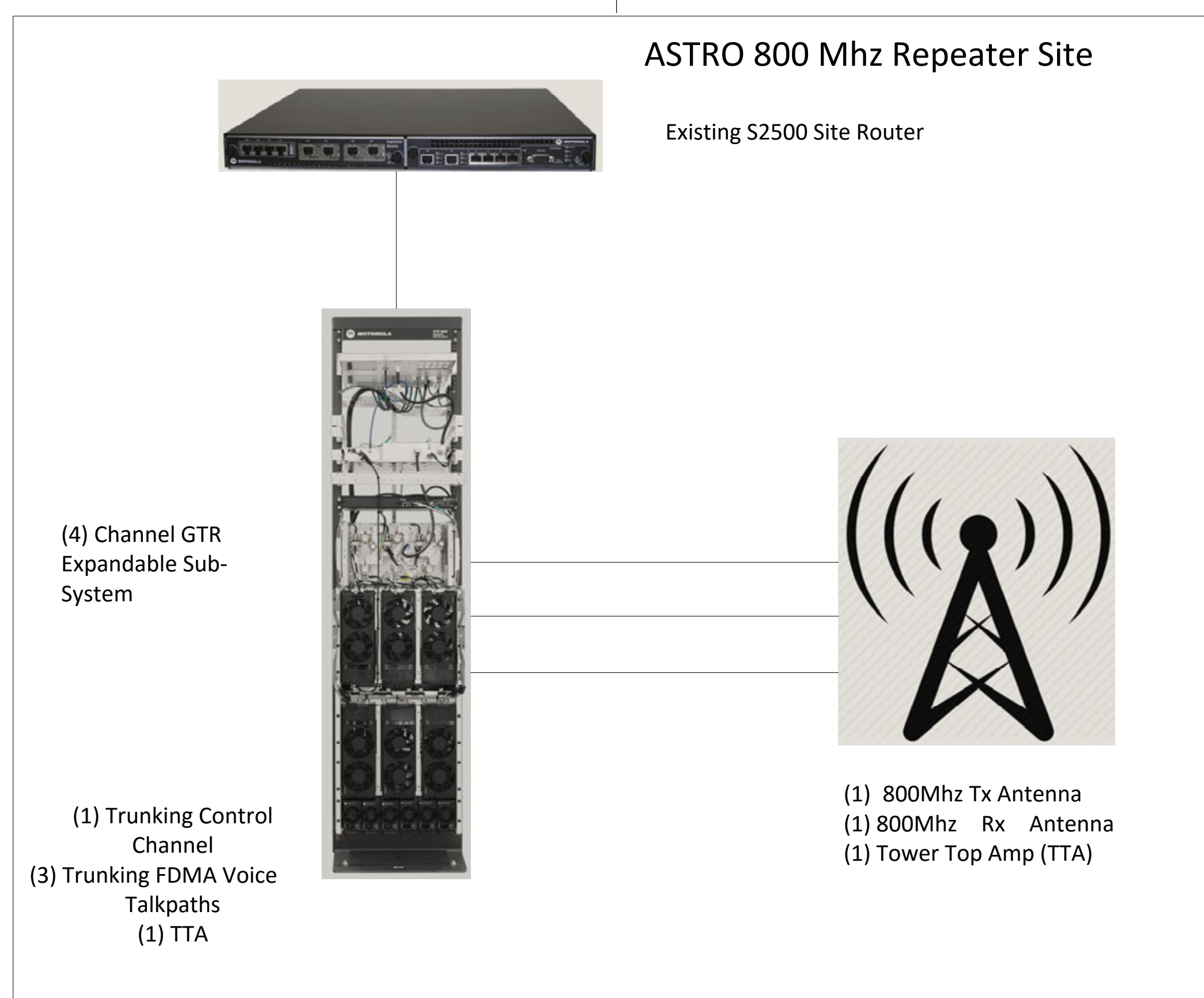
SECTION 2

# SYSTEM DIAGRAM

System Diagram is included on the pages that follow.

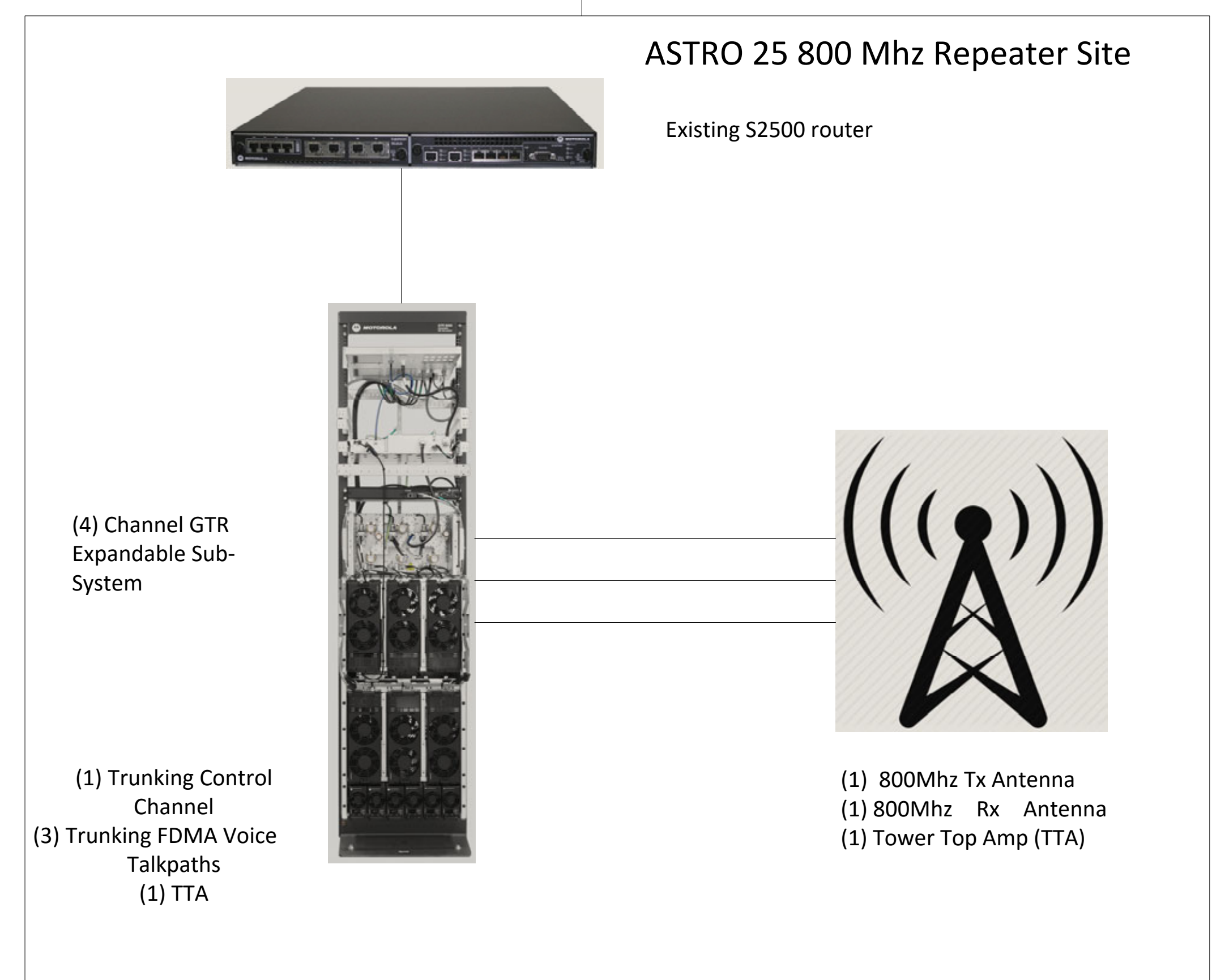


Existing T1 to ASTRO 7.17 Core in Helena



Pac Steel ASR

Existing T1 to ASTRO 7.17 Core in Helena



Flying J ASR

SECTION 3

# COVERAGE MAPS

Coverage Maps are included on the pages that follow.

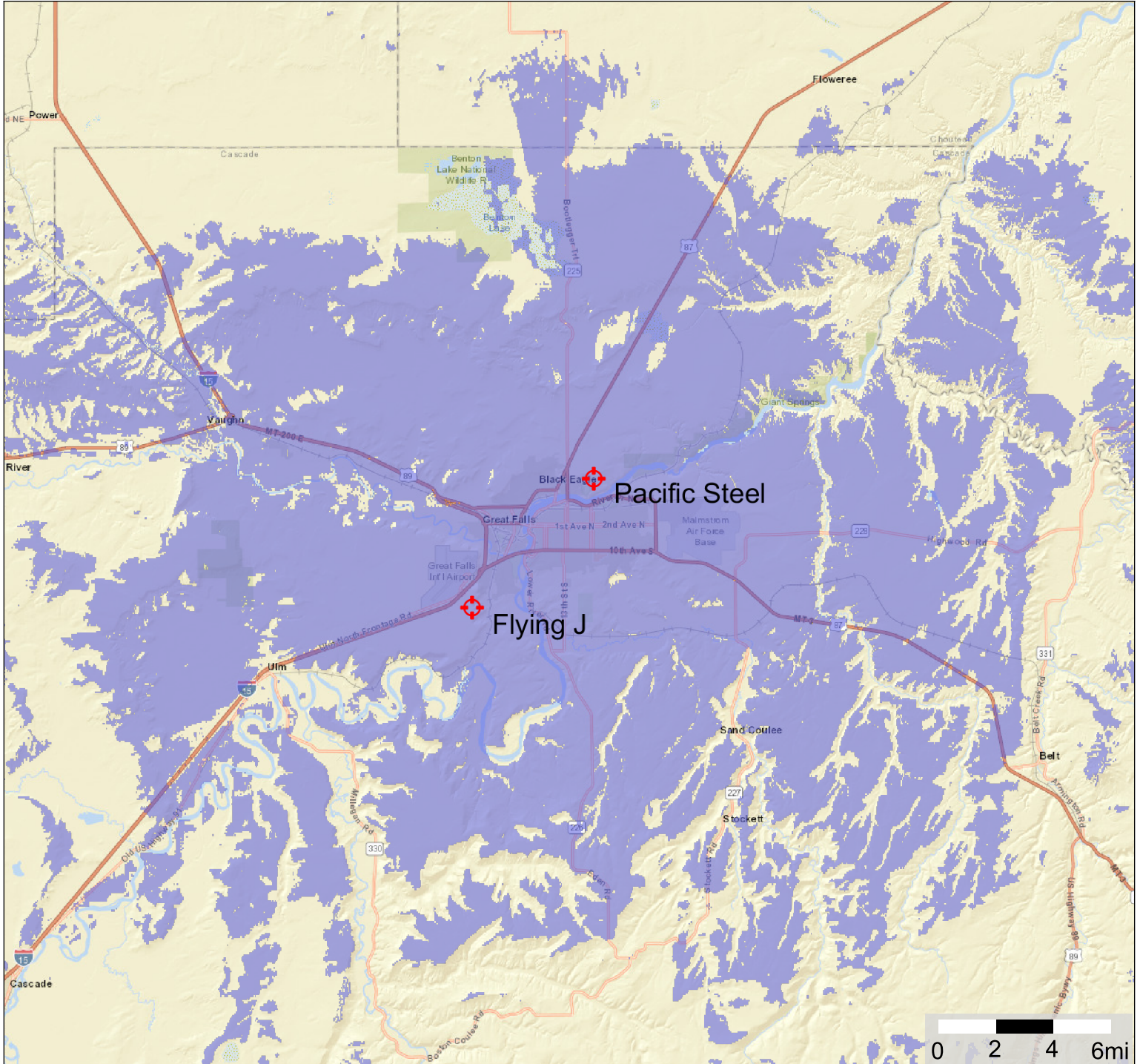




# City of Great Falls

2 Site 800 MHz ASTRO FDMA Trunking System  
Shaded Area Represents 95% Covered Area Reliability at DAQ-3.4


This map is a coverage estimate based upon the information provided and should be used for informational purposes only. This coverage estimate in no way constitutes a coverage guarantee and Motorola is not responsible for any deviation between the estimated and actual system performance.



Tiles © ArcGIS

Scale 1 : 316462

### Legend

 95% Area outbound APX 8000

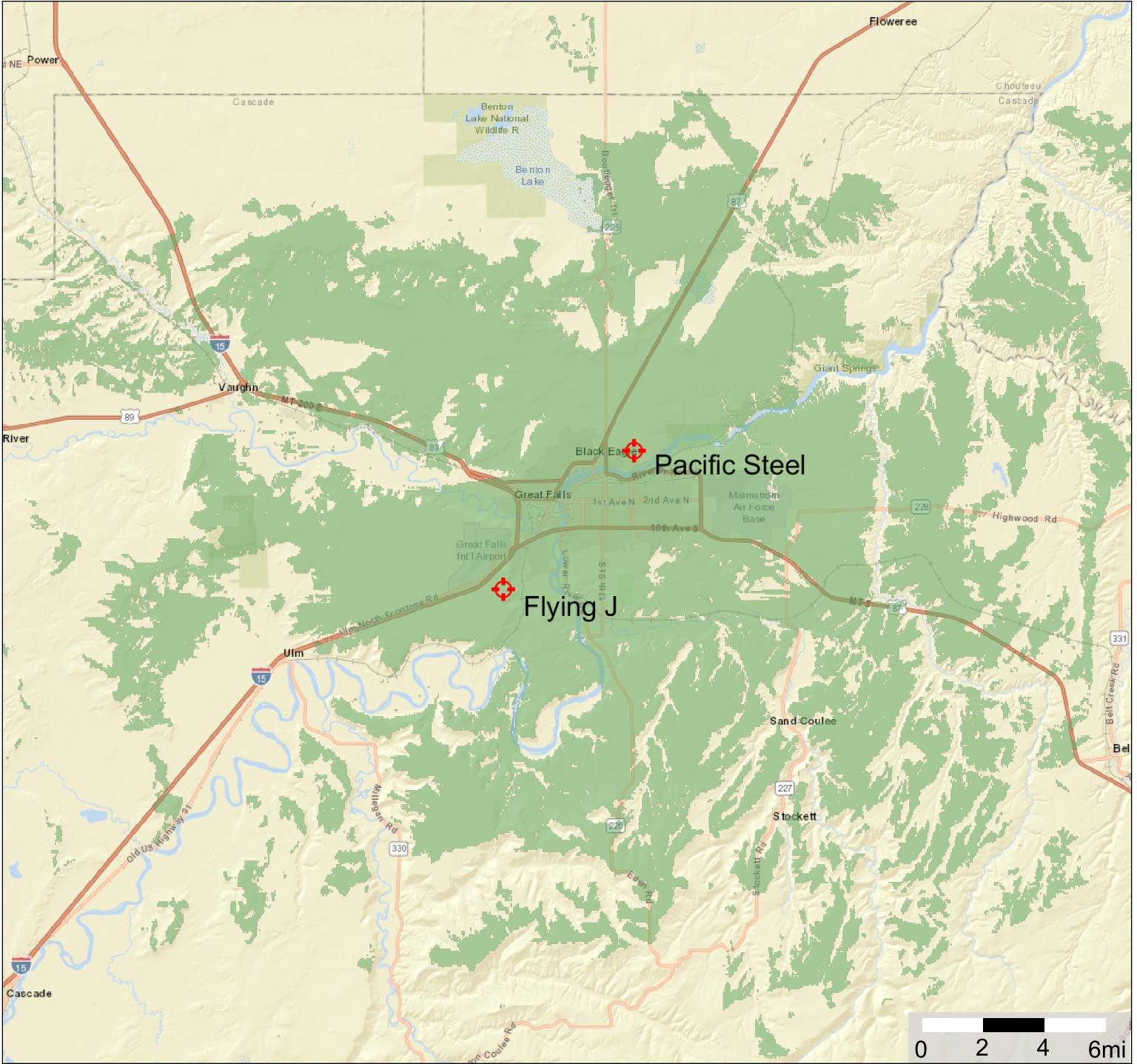
Portable Config: APX 8000 Portable, 12.5 kHz, 3W  
Tx/Rx at Hip with Belt Clip Case using RSM  
Portable Antenna: Triband



# City of Great Falls

2 Site 800 MHz ASTRO FDMA Trunking System  
Shaded Area Represents 95% Covered Area Reliability at DAQ-3.4


This map is a coverage estimate based upon the information provided and should be used for informational purposes only. This coverage estimate in no way constitutes a coverage guarantee and Motorola is not responsible for any deviation between the estimated and actual system performance.



Tiles © ArcGIS

Scale 1 : 294072

### Legend

 95% Area inbound APX 8000

Portable Config: APX 8000 Portable, 12.5 kHz, 3W  
Tx/Rx at Hip with Belt Clip Case using RSM  
Portable Antenna: Triband

SECTION 4

# EQUIPMENT LIST

## 4.1 ASR EQUIPMENT LIST

Note: Highlighted items will be provided by the State. All other items are included for procurement by City of Great Falls.

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00855AA	ADD: 700/800 MHZ
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	CA03177AA	ADD: ASTRO SITE REPEATER SC SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	T8343	GSERIES SOFTWARE LICENSING
4	UA00401AA	ADD: GSERIES BR-P25 TRNK ST RPTR
2	UA00406AA	ADD: GSERIES SC-P25 TRNK ST RPTR
1	DS428E83I01C48	CONTROL MONITORING UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 48 VDC
1	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
1	DLN6895	FRU: PA 7/800 MHz
1	DLN6885	FRU: XCVR 7/800 MHZ V2
1	DLN6634	FRU: 700/800 MHZ SITE LNA
1	DLN1306	FRU: 700/800 MHZ CABINET RMC MODULE
1	DLN6781	FRU: POWER SUPPLY
1	DLN6898	FRU: FAN MODULE
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00855AA	ADD: 700/800 MHZ
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION

1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	CA03177AA	ADD: ASTRO SITE REPEATER SC SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	T8343	GSERIES SOFTWARE LICENSING
4	UA00401AA	ADD: GSERIES BR-P25 TRNK ST RPTR
2	UA00406AA	ADD: GSERIES SC-P25 TRNK ST RPTR
1	DS428E83I01C48	CONTROL MONITORING UNIT, NON-DIVERSITY,796-824 MHZ, SNMP, 48 VDC
1	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
1	DSCC80708T1	OMNI, CORP COLLINEAR, 8DBD, 746-870MHZ, 1DEG DT, PIM, 25KW PIP RATED
15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
200	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE
5	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
7	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DSTSXFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSCC80708T1	OMNI, CORP COLLINEAR, 8DBD, 746-870MHZ, 1DEG DT, PIM, 25KW PIP RATED
15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
170	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE
5	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
7	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK

1	DSTSXFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSCC80711T1	OMNI, CORP COLLINEAR, 10.5DBD, 746-870MHZ, 1DT, PIM, 25KW PIP RATED
15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
5	TDN9289	221213 CABLE WRAP WEATHERPROOFING
5	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
200	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
5	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
200	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
5	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
7	DS43211A	BUTTERFLY HANGER FOR 1/2 IN OR 3/8 IN COAX CABLE
7	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
25	DSFSJ150ACABLE	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
2	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
25	DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
1	DSCC80711T1	OMNI, CORP COLLINEAR, 10.5DBD, 746-870MHZ, 1DT, PIM, 25KW PIP RATED
15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
170	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE

5	TDN9289	221213 CABLE WRAP WEATHERPROOFING
5	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
170	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
5	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
5	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
7	DS43211A	BUTTERFLY HANGER FOR 1/2 IN OR 3/8 IN COAX CABLE
7	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
25	DSFSJ150ACABLE	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
2	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
25	DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
1	DSCOD87687	VERTICAL ENCLOSED DIPOLE ANTENNA, UNITY GAIN, 763-870 MHZ
1	DSL4TNMPSA	TYPE N MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
100	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DSTSXFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
1	DSF4PNMV2HC	TYPE N MALE FOR 1/2 IN FSJ4-50B CABLE
100	DSFSJ4RK50B	CABLE: 1/2" SUPERFLEX FOAM COAX BLCK FIRE RETARDANT JCKT,
1	DS4283J050848	RECEIVE MULTICOUPLER, 796-902MHZ, UNIVERSAL SINGLE PATH, -48VDC
6	DSARFN10381	N FEMALE TO BNC MALE ADAPTER
6	DSF1TNMHC	TYPE N MALE FOR 1/4 IN FSJ1-50A CABLE
120	DSFSJ150ACABLE	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
6	DSAF1MU	1/4" CONNECTOR, MINI UHF-M, FOR FSJ1-50A
26	DSCOD87687	VERTICAL ENCLOSED DIPOLE ANTENNA, UNITY GAIN, 763-870 MHZ



26	DSL4TNMPSA	TYPE N MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
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## 4.2 SUBSCRIBER EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
80	H91TGD9PW6 N	APX 8000 ALL BAND PORTABLE MODEL 2.5
80	QA05509	DEL: DELETE UHF BAND
80	H869	ENH: MULTIKEY
80	Q806	ADD: ASTRO DIGITAL CAI OPERATION
80	Q361	ADD: P25 9600 BAUD TRUNKING
80	Q58	ADD: 3Y ESSENTIAL SERVICE
80	Q15	ENH: AES/DES,DES-XL,DES-OFB AND ADP
80	H38	ADD: SMARTZONE OPERATION
80	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
80	NMN6274B	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK
8	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE
8	H869	ENH: MULTIKEY
8	QA09006	ADD: ADAPTIVE NOISE SUPPRESSION
8	Q361	ADD: P25 9600 BAUD TRUNKING
8	H38	ADD: SMARTZONE OPERATION
8	Q58	ADD: 3Y ESSENTIAL SERVICE
8	Q15	ENH: AES/DES,DES-XL,DES-OFB AND ADP
8	Q806	ADD: ASTRO DIGITAL CAI OPERATION
8	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
8	NMN6274B	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK
40	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
40	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
40	G67	ADD: REMOTE MOUNT O3 MP FOR CBP
40	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)
40	G51	ENH: SMARTZONE OPERATION APX
40	G78	ADD: 3Y ESSENTIAL SERVICE
40	GA05509	DEL: DELETE UHF BAND
40	W12	ADD: RF PREAMP
40	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
40	B18	ADD: AUXILIARY SPEAKER MOTORCYCLE
40	G442	ADD: O5 CONTROL HEAD

40	G444	ADD: APX CONTROL HEAD SOFTWARE
40	GA01517	DEL: NO J600 ADAPTER CABLE NEEDED
40	G806	ENH: ASTRO DIGITAL CAI OP APX
40	W22	ADD: STD PALM MICROPHONE APX
40	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
40	G361	ENH: P25 TRUNKING SOFTWARE APX
1	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
1	W665	ADD: CONTROL STATION OPERATION
1	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
1	G91	ADD: CNTRL STATION PWR SUPPLY APX8500
1	G66	ADD: DASH MOUNT
1	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)
1	G51	ENH: SMARTZONE OPERATION APX
1	G142	ADD: NO SPEAKER NEEDED
1	G78	ADD: 3Y ESSENTIAL SERVICE
1	GA05509	DEL: DELETE UHF BAND
1	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
1	G442	ADD: O5 CONTROL HEAD
1	G444	ADD: APX CONTROL HEAD SOFTWARE
1	GA01517	DEL: NO J600 ADAPTER CABLE NEEDED
1	G806	ENH: ASTRO DIGITAL CAI OP APX
1	W22	ADD: STD PALM MICROPHONE APX
1	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
1	G361	ENH: P25 TRUNKING SOFTWARE APX
1	T8553	DIGITAL SMARTZONE
3	QA00569AL	ENH: 7/800 MHZ BAND FLP
75	H91TGD9PW6 N	APX 8000 ALL BAND PORTABLE MODEL 2.5
75	Q806	ADD: ASTRO DIGITAL CAI OPERATION
75	Q361	ADD: P25 9600 BAUD TRUNKING
75	QA02006	ENH: APX8000XE RUGGED RADIO
75	Q58	ADD: 3Y ESSENTIAL SERVICE
75	QA05509	DEL: DELETE UHF BAND
75	H38	ADD: SMARTZONE OPERATION
75	QA01427	ALT:APX 8000 HOUSING GREEN
75	H869	ENH: MULTIKEY
75	Q15	ENH: AES/DES,DES-XL,DES-OFB AND ADP
10	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
8	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR
75	PMMN4107C	XE500 HIGH IMPACT GREEN, NO CHANNEL KNOB, XTREME

		TEMPERATURE CABLE
27	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
27	G67	ADD: REMOTE MOUNT O3 MP FOR CBP
27	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)
27	G51	ENH: SMARTZONE OPERATION APX
27	G78	ADD: 3Y ESSENTIAL SERVICE
27	GA05509	DEL: DELETE UHF BAND
27	W12	ADD: RF PREAMP
27	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
27	B18	ADD: AUXILIARY SPEAKER MOTORCYCLE
27	G442	ADD: O5 CONTROL HEAD
27	G444	ADD: APX CONTROL HEAD SOFTWARE
27	GA01517	DEL: NO J600 ADAPTER CABLE NEEDED
27	G806	ENH: ASTRO DIGITAL CAI OP APX
27	W22	ADD: STD PALM MICROPHONE APX
27	G361	ENH: P25 TRUNKING SOFTWARE APX
5	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
5	W665	ADD: CONTROL STATION OPERATION
5	G91	ADD: CNTRL STATION PWR SUPPLY APX8500
5	G66	ADD: DASH MOUNT
5	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)
5	G51	ENH: SMARTZONE OPERATION APX
5	G142	ADD: NO SPEAKER NEEDED
5	G78	ADD: 3Y ESSENTIAL SERVICE
5	GA05509	DEL: DELETE UHF BAND
5	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
5	G442	ADD: O5 CONTROL HEAD
5	G444	ADD: APX CONTROL HEAD SOFTWARE
5	GA01517	DEL: NO J600 ADAPTER CABLE NEEDED
5	G806	ENH: ASTRO DIGITAL CAI OP APX
5	W22	ADD: STD PALM MICROPHONE APX
5	G361	ENH: P25 TRUNKING SOFTWARE APX
5	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
5	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
5	H91TGD9PW6 N	APX 8000 ALL BAND PORTABLE MODEL 2.5
5	H869	ENH: MULTIKEY
5	Q806	ADD: ASTRO DIGITAL CAI OPERATION
5	Q361	ADD: P25 9600 BAUD TRUNKING
5	Q58	ADD: 3Y ESSENTIAL SERVICE

5	Q15	ENH: AES/DES,DES-XL,DES-OFB AND ADP
5	QA05509	DEL: DELETE UHF BAND
5	H38	ADD: SMARTZONE OPERATION
5	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
5	NMN6274B	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK
6	L37TSS9PW1 N	ALL BAND CONSOLETTTE
6	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
6	GA00237	ADD: NO USER/INSTALL CD NEEDED
6	CA01598	ADD: AC LINE CORD US
6	G51	ENH: SMARTZONE OPERATION APX
6	GA05509	DEL: DELETE UHF BAND
6	G78	ADD: 3Y ESSENTIAL SERVICE
6	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
6	G444	ADD: APX CONTROL HEAD SOFTWARE
6	G806	ENH: ASTRO DIGITAL CAI OP APX
6	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
6	W382	ADD: CONTROL STATION DESK GCAI MIC
6	G361	ENH: P25 TRUNKING SOFTWARE APX
6	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
6	G91	ADD: CONTROL STATION POWER SUPPLY
6	W665	ADD: CONTROL STATION OPERATION
6	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
6	G806	ADD: ASTRO DIGITAL CAI OPERATION
6	GA00235	ADD: NO GPS ANTENNA NEEDED
6	G51	ENH: SMARTZONE OPERATION APX6500
6	G142	ADD: NO SPEAKER NEEDED
6	G78	ADD: 3Y ESSENTIAL SERVICE
6	G442	ADD: O5 CONTROL HEAD
6	G444	ADD: APX CONTROL HEAD SOFTWARE
6	G66	ADD: DASH MOUNT
6	W22	ADD: STD PALM MICROPHONE APX
6	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
6	G361	ENH: P25 TRUNKING SOFTWARE APX
4	L37TSS9PW1 N	ALL BAND CONSOLETTTE
4	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
4	GA00237	ADD: NO USER/INSTALL CD NEEDED
4	CA01598	ADD: AC LINE CORD US
4	G51	ENH: SMARTZONE OPERATION APX
4	GA05509	DEL: DELETE UHF BAND

4	G78	ADD: 3Y ESSENTIAL SERVICE
4	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
4	G444	ADD: APX CONTROL HEAD SOFTWARE
4	G806	ENH: ASTRO DIGITAL CAI OP APX
4	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
4	W382	ADD: CONTROL STATION DESK GCAI MIC
4	G361	ENH: P25 TRUNKING SOFTWARE APX
4	L37TSS9PW1 N	ALL BAND CONSOLETTTE
4	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
4	GA00237	ADD: NO USER/INSTALL CD NEEDED
4	CA01598	ADD: AC LINE CORD US
4	G51	ENH: SMARTZONE OPERATION APX
4	GA05509	DEL: DELETE UHF BAND
4	G78	ADD: 3Y ESSENTIAL SERVICE
4	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
4	G444	ADD: APX CONTROL HEAD SOFTWARE
4	G806	ENH: ASTRO DIGITAL CAI OP APX
4	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
4	W382	ADD: CONTROL STATION DESK GCAI MIC
4	G361	ENH: P25 TRUNKING SOFTWARE APX

SECTION 5

# STATEMENT OF WORK

This Statement of Work (SOW) describes the deliverables to be furnished to City of Great Falls. The tasks described herein will be performed by Motorola, its subcontractors, and City of Great Falls to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and City of Great Falls during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and City of Great Falls.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

Motorola is proposing two new 800 MHz Trunked Sites in City of Great Falls, to connect to the Montana Statewide ASTRO system. New APX Subscribers are included for PD, and Fire users.

Note: City of Great Falls is responsible for ensuring that any required or necessary written agreements, including but not limited to: intergovernmental agreements; memoranda of understanding, and approvals are obtained from State of Montana Radio System Managers. Ongoing through project implementation, it is the responsibility of City of Great Falls to jointly work with other State of Montana Radio System Managers and Motorola.

## 5.1 ASSUMPTIONS

Motorola has based the system design on information provided by the City of Great Falls and an analysis of the system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to the City of Great Falls, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- Motorola assumes that City of Great Falls will provide site links required to interface to the State of Montana system. Details are shown in the System Description.
- The City of Great Falls will supply all primary and backup power. Motorola assumes that the existing electrical panels at each site have load and breaker capacity for the new equipment being provided.
- Sufficient space exists for installation of new equipment racks at each site.

- Motorola has included a Coverage Acceptance Test for the 2 new sites, which will be an objective, outbound only test.
- All existing resources have been installed in a manner that meets current R56 standards.
- Tower modifications or replacements are not included in this proposal. Any structural modifications that are required based upon the structural analysis are the responsibility of the City of Great Falls.
- The City of Great Falls will provide Type 1 and Type 2 surge suppression for the equipment rooms per R56 requirements.
- The schedule provided as part of this project is preliminary in nature, and subject to change. It is meant to be representative of the schedule required to implement the scope of work of this proposal. The final Project Schedule will be customized and finalized during Contract Design Review.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola provided receiver(s). Should the system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Sites will have suitable temperature control and lighting where work is to be performed or materials stored.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described. No tower modifications are included in this proposal.
- Wall penetrations are existing for coax and/or waveguide.
- Any site/location upgrades or modifications are the responsibility of the City of Great Falls.

Motorola Solutions will install and configure the proposed equipment. Table 5-1 describes the tasks involved with installation and configuration.

**Table 5-1: Tasks involved with installation and configuration**

Tasks	Motorola Solutions	Customer
<b>PROJECT INITIATION</b>		
<b>Contract Finalization and Team Creation</b>		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
<b>Project Administration</b>		

Tasks	Motorola Solutions	Customer
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
<b>Project Kickoff</b>		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
<b>Design Review</b>		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	



Tasks	Motorola Solutions	Customer
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the required forms required for frequency coordination and licensing.	X	
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
<b>SITE PREPARATION AND DEVELOPMENT</b>		
<b>Site Access</b>		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the sites for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
<b>Site Planning</b>		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.		X
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.		X

Tasks	Motorola Solutions	Customer
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	X
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Ensure that required rack space is available for installation of the new equipment.		X
Deliverable: Information and permitting requirements completed at each site.		
<b>General Facility Improvements</b>		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Transport removed site equipment to a location designated by Customer and within City of Great Falls' jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
<b>SYSTEM INSTALLATION</b>		
<b>Equipment Order and Manufacturing</b>		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
<b>System Staging</b>		
Ship all equipment needed for staging to Motorola Solutions' Customer Center for Solutions Integration (CCSi).	X	

Tasks	Motorola Solutions	Customer
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Perform system burn-in 24 hours a day during staging to isolate and capture any defects.	X	
Deliverable: System staged and ready for shipment.		
<b>Equipment Shipment and Storage</b>		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
<b>General Installation</b>		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	

Tasks	Motorola Solutions	Customer
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport old equipment to a designated central location.	X	
Dispose of old equipment, with the exception of removed antenna and line.		X
Deliverable: Equipment installed.		
<b>Antenna and Transmission Line Installation</b>		
Install antennas, including supplying and installing new side arm mounts	X	
Install tovertop amplifiers.	X	
Install transmission lines required for system.	X	
Provide structure penetrations for transmission equipment (e.g. antennas and line).		X
Perform sweep tests on transmission lines.	X	
Provide and install attachment hardware for supporting transmission lines on antenna support structure.	X	
Supply and install ground buss bar at the bottom of each antenna support structure.	X	
Deliverable: Antenna and Transmission Line installed.		
<b>ASTRO 25 Core and Remote Site Installation and Configuration</b>		
Install fixed equipment contained in the equipment list and system description.	X	
Provide backhaul connectivity and associated equipment for all sites to meet latency, jitter and capacity requirements.		X
Configure ASTRO 25 system to support the new RF sites.	X	
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment.	X	
Provide list of subscriber IDs for loading into the Zone Controller.		X
Load subscriber IDs in the Zone Controller.	X	
Provide required radio ID and alias information to enable alias database setup for interface to consoles.		X
Integrate the RF sites into the system to ensure proper operation.	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		
<b>Develop User Radio Fleetmap</b>		
Review and determine modifications to existing fleetmap.		X

Tasks	Motorola Solutions	Customer
Review fleetmapping requirements with Customer, including user ID and talkgroup structures.	X	
Designate user group representatives, to make timely decisions on their behalf.		X
Provide advisory input during fleetmap development.	X	
Develop templates.		X
Participate in a meeting to finalize any changes among user groups.	X	X
Review and approve fleetmap templates.		X
Program the approved templates into a radio-programming template tool. Maximum of 10 templates are included in this proposal.	X	
Program sample radios with approved templates and deliver for evaluation by City of Great Falls.	X	
Evaluate sample radios and provide feedback.		X
Approve templates.		X
Deliverable: Fleetmap plan completed and approved by Customer.		
<b>Mobile Radio Installation and Programming</b>		
Develop and approve prototypes for each type of mobile installation.	X	
Test features and functionalities of the mobile templates.	X	
Program the mobile radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap. A "one-time only" programming is included in the project pricing.	X	
Provide adequate number of vehicles for installations according to the project/installation schedule.		X
Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.	X	
Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. If applicable, plug the old antenna hole with an appropriate rubber plug.	X	
Install the antennas on the roof, where practical, on the new antenna installations. If mobile antenna cannot be installed on the roof, determine an alternative location.	X	X
Remove the existing mobiles from the vehicle at the time of installation of the new radios.	X	
Deliverable: Mobile radios installed and accepted		
<b>Portable Radio Programming and Distribution</b>		
Test features and functionalities of the portable radio template.	X	

Tasks	Motorola Solutions	Customer
Program test portable radios with each template version and activate them on the system.	X	
Program the portable radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap. A "one-time only" programming is included in the project pricing.	X	
Deliver portable radios to authorized City of Great Falls personnel and inventory upon receipt.	X	
Acknowledge receipt of portable radios and accessories and verify proper operation of a sampling of delivered portable radios.		X
Distribute portable radios to end users.		X
Deliverable: Portable radios accepted and distributed.		
<b>SYSTEM OPTIMIZATION AND TESTING</b>		
<b>R56 Site Audit</b>		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
<b>Solution Optimization</b>		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
<b>Functional Acceptance Testing</b>		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X

Tasks	Motorola Solutions	Customer
Deliverable: Completion of functional testing and approval by Customer.		
<b>Coverage Testing</b>		
Determine the required number of test vehicles for simultaneous testing of multiple service areas.	X	X
Perform coverage testing according to the Coverage Acceptance Test Plan (CATP), Submit test reports within the agreed period.	X	
For any area that fails, take corrective action.	X	
Retest any areas for which corrective action has been taken.	X	
Document all issues that arise during the coverage testing.	X	
Submit final test reports, according to the agreed period.	X	
Provide the required number of test vehicles, drivers, and resources to witness the coverage testing.		X
Review and approve test results.		X
Deliverable: Completion of coverage testing and approval by Customer.		
<b>PROJECT TRANSITION</b>		
<b>Cutover</b>		
Finalize Cutover Plan.	X	X
Calibrate and tune existing mobile and portable radios to ensure good working order.		X
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
<b>Transition to Warranty</b>		

Tasks	Motorola Solutions	Customer
Review the items necessary for transitioning the project to warranty support.	X	
Motorola Solutions to provide services during Year 1 warranty.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Service Transition.		X
Deliverable: Service information delivered and approved by Customer		
<b>Finalize Documentation and System Acceptance</b>		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual update on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> <li>- Site Block Diagrams.</li> <li>- Site Floor Plans.</li> <li>- Site Equipment Rack Configurations</li> <li>- Antenna Network Drawings for RF Sites (where applicable)</li> <li>- ATP Test Checklists</li> <li>- Functional Acceptance Test Plan Test Sheets and Results</li> <li>- CATP Results</li> <li>- Equipment Inventory List</li> <li>- Maintenance Manuals (where applicable)</li> <li>- Technical Service Manuals (where applicable)</li> </ul> Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		



SECTION 6

# PROJECT SCHEDULE

Project Schedule is included on the pages that follow.

ID	Task Name	Duration	Start	Finish	Mar	2nd Quarter				3rd Quarter			4th Quarter			1st Qua		
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan			
1	Contract	14 days	Mon 3/23/20	Thu 4/9/20														
2	Project Kickoff	1 day	Fri 4/10/20	Fri 4/10/20														
3	Contract Design Review	10 days	Mon 4/13/20	Fri 4/24/20														
4	FCC Licensing	80 days	Mon 4/27/20	Fri 8/14/20														
5	<b>City of Great Falls Responsibility - Site Readiness</b>	60 days	Mon 4/27/20	Fri 7/17/20														
6	Order Processing	5 days	Mon 4/27/20	Fri 5/1/20														
7	Manufacturing	55 days	Mon 5/4/20	Fri 7/17/20														
8	Staging	20 days	Mon 7/20/20	Fri 8/14/20														
9	Ship to Field	10 days	Mon 8/17/20	Fri 8/28/20														
10	Receive and Inventory	7 days	Mon 8/31/20	Tue 9/8/20														
11	<b>City of Great Falls Responsibility - Warehou</b>	50 days	Wed 9/9/20	Tue 11/17/20														
12	Installation and Optimization	39 days	Mon 9/14/20	Thu 11/5/20														
13	Subscriber Programming and Installation	50 days	Mon 9/14/20	Fri 11/20/20														
14	Audit, Acceptance Testing, Coverage Testing	15 days	Mon 11/23/20	Fri 12/11/20														
15	Finalize - Final Documentation	10 days	Mon 12/14/20	Fri 12/25/20														
16	Final Acceptance and Transition to Service	3 days	Mon 12/28/20	Wed 12/30/20														

SECTION 7

# ACCEPTANCE TEST PLAN

## Wide Area Trunking - FDMA Only Sites

### 7.1.1 Talkgroup Call

#### 1. DESCRIPTION

The Talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup call capability will be able to communicate with other members of the same Talkgroup. This provides the effect of a private channel down to the Talkgroup level.

This test will demonstrate that a Talkgroup transmission initiated by a radio user will only be heard by system users, which have, the same Talkgroup selected. As with other types of calls, Talkgroup calls can take place from anywhere in the system.

#### SETUP

RADIO-1 - SITE 1 - TALKGROUP 1  
RADIO-2 - SITE 2 - TALKGROUP 1  
RADIO-3 - SITE 1 - TALKGROUP 2  
RADIO-4 - SITE 2 - TALKGROUP 2

#### VERSION #1.040

#### 2. TEST

- Step 1. Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1.
- Step 2. Observe that only RADIO-2 will be able to monitor and respond to the call.
- Step 3. Initiate a Wide Area Call with RADIO-3 in TALKGROUP 2.
- Step 4. Observe that only RADIO-4 will be able to monitor and respond the call.

Pass\_\_\_\_\_ Fail\_\_\_\_\_

## Wide Area Trunking - FDMA Only Sites

### 7.1.2 Continuous Assignment Updating

#### 1. DESCRIPTION

When a talkgroup is assigned a voice channel, the site controller continues to transmit the channel assignment on the control channel for the duration of the talkgroup call. Radios coming into use on the system are automatically sent to voice channels with conversations in progress involving their selected talkgroups.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 1  
RADIO-3 - TALKGROUP 1

#### VERSION #1.010

#### 2. TEST

- Step 1. Turn OFF RADIO-1.
- Step 2. Initiate a Talkgroup Call using RADIO-2 and verify RADIO-3 hears the audio.
- Step 3. While the Talkgroup Call is in progress, turn ON RADIO-1.
- Step 4. Observe RADIO-1, which was just brought back into service, joins the Talkgroup Call already in progress.
- Step 5. End the talkgroup call.
- Step 6. Switch RADIO-1 to another talkgroup.
- Step 7. Initiate a Talkgroup Call from RADIO-2 to RADIO-3.
- Step 8. While the Talkgroup Call is in progress, set RADIO-1 back to TALKGROUP 1.
- Step 9. Observe that RADIO-1 joins the Talkgroup Call already in progress.

Pass\_\_\_\_ Fail\_\_\_\_

## Wide Area Trunking - FDMA Only Sites

### 7.1.3 Call Alert

#### 1. DESCRIPTION

Call Alert is a tone page that allows a user to selectively alert another radio unit. The initiating radio will receive notification from the trunked system as to whether or not the page was received by the target radio. Units receiving a Call Alert will sound an alert tone. As with other types of calls, Call Alerts can take place from anywhere in the system.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 2  
RADIO-3 - TALKGROUP 3

#### VERSION #1.010

#### 2. TEST

- Step 1. Using RADIO-1, press the page button.
- Step 2. Enter the unit ID of RADIO-2 with the keypad, or scroll to the location where this ID is stored
- Step 3. Press the PTT to initiate the call alert. Verify that the RADIO-1 user receives audible indication that the Call Alert was sent.
- Step 4. Verify that RADIO-2 user receives an audible indication of an incoming Call Alert was sent but RADIO-3 does not.
- Step 5. Verify RADIO-1 gets an audible indication that the Call Alert was successfully received at the target radio.
- Step 6. Turn off RADIO-2. Send a Call Alert from RADIO-1 to RADIO-2.
- Step 7. Verify that the RADIO-1 user receives audible indication that the Call Alert was sent.
- Step 8. Verify RADIO-1 receives a "No Acknowledgement" indication that the Call Alert was not received at the target radio.

Pass \_\_\_\_\_ Fail \_\_\_\_\_

## Site Trunking - FDMA Only Sites

### 7.1.4 Talkgroup Call

#### 1. DESCRIPTION

When a site goes into Site Trunking, radios with Talkgroup Call capability will be able to communicate with other members of the same talkgroup at that same site. Members of the same talkgroup at other sites will not be able to monitor those conversations.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 1  
RADIO-2 - SITE - SITE 1  
RADIO-3 - TALKGROUP 1  
RADIO-3 - SITE - SITE 2  
RADIO-4 - TALKGROUP 1  
RADIO-4 - SITE - SITE 2

Note: All Radios should be "Site Locked"

#### VERSION #1.010

#### 2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode.
- Step 2. Initiate a Talkgroup Call with RADIO-1 on TALKGROUP 1 at SITE 1.
- Step 3. Observe that only RADIO-2 will be able to monitor and respond to the call. Note that RADIO-3 and RADIO-4 are not able to monitor the call since the site is not in wide area operation.
- Step 4. Initiate a Talkgroup Call with RADIO-3 on TALKGROUP 1 at SITE 2.
- Step 5. Observe that only RADIO-4 will be able to monitor and respond to the call.

Pass\_\_\_\_ Fail\_\_\_\_

## Site Trunking - FDMA Only Sites

### 7.1.5 Call Alert

#### 1. DESCRIPTION

Call Alert is a tone page that allows a user to selectively alert another radio unit. When a site is in Site Trunking, Radios at the site will only be able to Call Alert other radios at the same site. The initiating radio will receive notification from the trunked system as to whether or not the page was received by the target radio.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 2  
RADIO-2 - SITE - SITE 1

Note: All Radios should be "Site Locked"

#### VERSION #1.010

#### 2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode.
- Step 2. Using RADIO-1, press the page button.
- Step 3. Enter the Unit ID of RADIO-2 with the keypad, or scroll to the location where this ID is stored.
- Step 4. Press the PTT to initiate the Call Alert.
- Step 5. Verify that RADIO-2 received the Call Alert.
- Step 6. Exit the Call Alert mode and return to normal talkgroup mode.
- Step 7. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass\_\_\_\_ Fail\_\_\_\_

## Site Trunking - FDMA Only Sites

### 7.1.6 Continuous Assignment Updating

#### 1. DESCRIPTION

When a talkgroup is assigned a voice channel, the site controller continues to transmit the channel assignment on the control channel for the duration of the Talkgroup Call. Radios coming into use on the system are automatically sent to voice channels with conversations in progress involving their selected talkgroups.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-1 - SITE - SITE 1  
RADIO-2 - TALKGROUP 1  
RADIO-2 - SITE - SITE 1  
RADIO-3 - TALKGROUP 1  
RADIO-3 - SITE - SITE 1

Note: All Radios should be "Site Locked"

#### VERSION #1.010

#### 2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode.
- Step 2. Turn OFF RADIO-1.
- Step 3. Initiate a Talkgroup Call using RADIO-2.
- Step 4. While the Talkgroup Call is in progress, turn on RADIO-1.
- Step 5. Observe that RADIO-1, which was just brought back into service, joins the Talkgroup Call already in progress.
- Step 6. Release the PTT of RADIO-2. Switch RADIO-1 to TALKGROUP 2.
- Step 7. Initiate a Talkgroup Call using RADIO-2.
- Step 8. While the Talkgroup Call is in progress, turn RADIO-1 back to TALKGROUP 1.
- Step 9. Observe that RADIO-1, which was just set back to TALKGROUP 1, joins the Talkgroup Call already in progress.
- Step 10. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass\_\_\_\_ Fail\_\_\_\_



## 7.2 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

### Signatures

WITNESS:

\_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

\_\_\_\_\_

Initials:

Please Print Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

\_\_\_\_\_

Initials:

Please Print Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

\_\_\_\_\_

Initials:

Please Print Title: \_\_\_\_\_

SECTION 8

# COVERAGE ACCEPTANCE TEST PLAN

## 8.1 OVERVIEW

This Coverage Acceptance Test Plan (CATP) is designed to verify that the voice radio system implemented by Motorola Solutions for City of Great Falls meets or exceeds the required reliability as shown on Motorola Solutions' maps. The CATP defines the coverage testing method and procedure, the coverage acceptance criterion, the test documentation, and the responsibilities of both Motorola Solutions and City of Great Falls.

Coverage Acceptance Testing is based upon a coverage prediction that accurately represents the implemented infrastructure and parameters that are consistent with the contract agreements.

Subsequent sections define the coverage acceptance test configuration(s) and test criteria.

## 8.2 CATP DEFINITIONS

Several definitions are needed to accurately describe the coverage acceptance test method and criteria. Where cited, these terms or methods are defined in TIA TSB-88.1-E<sup>1</sup> or TSB-88.3-E<sup>2</sup>.

### 8.2.1 Defined Test Area

The defined test area is the geographical area in which communications will be provided that meet or exceed the specified Channel Performance Criterion (CPC) at the specified reliability for the specified equipment configuration(s). The defined test area(s) are listed in Table 8-2, Coverage Acceptance Test Summary, along with names of the corresponding Motorola Solutions map(s) which show the defined test areas. Please see Figure 1 for the map.

For some defined test areas (identified in Table 8-2 Coverage Acceptance Test Summary), the coverage reliability commitment is only on-roads. The roads included in the on-road commitment are defined by the US Census Bureau TIGER streets that are accessible by 2-wheel drive vehicles.

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<sup>1</sup> *Wireless Communications Systems --- Performance in Noise- and Interference-Limited Situations --- Part 1: Recommended Methods for Technology Independent Performance Modeling* Technical Service Bulletin TSB-88.1-E, Telecommunications Industry Association (TIA), Arlington VA, 2018.

<sup>2</sup> *Wireless Communications Systems --- Performance in Noise- and Interference-Limited Situations --- Part 3: Recommended Methods for Technology Independent Performance Verification*, Technical Service Bulletin TSB-88.3-E, Telecommunications Industry Association (TIA), Arlington VA, 2018.

For coverage testing, each defined test area will be divided into a grid pattern by Motorola Solutions to produce at least the number of uniformly sized test locations (or tiles) required by the Estimate of Proportions formula. [TSB-88.3-E, §5.2.1, equation 2] The minimum number of test tiles required varies, from a hundred to many thousands, depending on the size of the defined test area, desired confidence in results, type of coverage test, and the predicted versus required reliability.

## 8.2.2 Channel Performance Criterion (CPC)

The CPC is the specified minimum design performance level in a faded channel. [TSB-88.1-E, §5.2] For this system, the CPC is the Delivered Audio Quality (DAQ) as stated in Table 8-2 Coverage Acceptance Test Summary. The DAQ definitions are provided in Table 8-2. [TSB-88.1-E, §5.4.2, Table 3].

**Table 8-1: DAQ Definitions**

DAQ	Subjective Performance Description
1	Unusable, speech present but unreadable.
2	Understandable with considerable effort. Frequent repetition due to noise/distortion.
3	Speech understandable with slight effort. Occasional repetition required due to noise/distortion.
3.4	Speech understandable with repetition only rarely required. Some noise/distortion.
4	Speech easily understood. Occasional noise/distortion.
4.5	Speech easily understood. Infrequent noise/distortion.
5	Speech easily understood.

The CPC pass/fail criterion is the faded performance threshold, plus any adjustments for antenna performance, external noise, and in-building or in-vehicle losses. [TSB-88.1-E, §5.4.2, Figure 5] The faded performance threshold for the specified CPC is determined using the receiver's static reference sensitivity adjusted by the projected CPC parameters for the applicable Modulation Type and DAQ as listed in the current version of TSB-88.1, Annex A, Table A-1. For coverage testing of digital voice radio systems, the faded performance threshold is the applicable Bit Error Rate (BER) from the projected CPC parameters.

## 8.2.3 Reliability

The Covered Area reliability is the percentage of locations within the defined test area that are predicted to meet or exceed the specified CPC. The Motorola Solutions map(s) indicate the Covered Area(s) within which this system is predicted to provide at least the reliability of meeting or exceeding the CPC as stated in Table 8-2 Coverage Acceptance Test Summary.

For the defined test area(s) guaranteed for Covered Area reliability, only the painted covered area on Motorola Solutions' maps will be tested for coverage acceptance. No acceptance testing will be performed in locations predicted on Motorola Solutions' maps to be below the required Covered Area reliability.

After all accessible tiles in the defined test area have been tested, the Covered Area reliability will be determined by dividing the number of tiles tested that meet or exceed the CPC pass/fail criterion by the total number of tiles tested. [TSB-88.3-E, §5.1, equation 1]

## 8.2.4 Direction(s) of Test

The direction(s) of test in Table 8-2 Coverage Acceptance Test Summary defines the direction(s) which will be tested for coverage acceptance. Outbound (also called forward link, downlink, or talk-out) is the path from the fixed equipment outward to the mobile or portable radios.

## 8.2.5 Equipment Configurations

This section defines the equipment configurations and infrastructure design parameters upon which the coverage guarantee and the coverage acceptance test are based. The equipment configurations are defined in Table 8-2 Coverage Acceptance Test Summary, and include user equipment, outdoor/in-building definition, defined test area, number of test tiles, reliability, CPC, CPC pass/fail, and direction(s) of test. The infrastructure design parameters are defined in Table 8-3 Coverage Acceptance Test Summary. Infrastructure Design Parameters, and include site names, site locations, and antenna system parameters. If the implemented system equipment configuration and/or infrastructure design parameters vary from these configurations and/or parameters, a revised coverage map will be used to define the test configuration and potential areas from which test tiles will be included in the revised coverage acceptance test.

Coverage testing will be conducted with equipment installed per the configurations in Table 8-2 Coverage Acceptance Test Summary, and with the mobile antennas in unobstructed locations that are not adjacent to other large objects or metallic items which would distort the antenna patterns.

**Table 8-2: City of Great Falls Coverage Acceptance Test Summary**

User Equipment	Outdoor / In-Building	Defined Test Area & Map Name	Number of Test Tiles	Reliability	CPC	CPC Pass/Fail	Direction(s) of Test
APX Portable with tri-band at hip level with remote speaker microphone for transmit and in belt clip with remote speaker microphone for receive	Outdoor	[Figure 1] (On-Roads Only)	1758 (0.25 sq mile tiles)	95%	DAQ-3.4	2.0% BER Outbound	Outbound Only

**Table 8-3: City of Great Falls Infrastructure Design Parameters**

Site Name	Latitude	Longitude	Transmit Antenna System			Receive Antenna System	
			Mount Height	Antenna Model	Mount Height	Antenna Model	External Noise assumed (relative to KToB)
Flying J	47° 27' 54.3" N	111° 21' 12.29" W	100 ft	CC807-08	100 ft	CC807-08	
Pacific Steel	47° 31' 49.53" N	111° 15' 43.54" W	130 ft	CC807-08	130 ft	CC807-08	

## 8.2.6 Outdoor Only Coverage

Motorola Solutions' portable coverage prediction is for outdoor locations only. Portable coverage inside buildings and vehicles is not a design requirement of this system and is, therefore, not guaranteed.

## 8.2.7 CPC Pass/Fail Criteria for a Test Tile

For each equipment configuration, the CPC pass/fail criteria for a test tile is stated in Table 8-2 Coverage Acceptance Test Summary each equipment configurations[s] will have only one CPC pass or fail criterion for a test tile.

To measure BER, the coverage test will be performed with the appropriate attenuator value installed in the test radio antenna line, to establish an equivalent signal level performance for each equipment configuration.

The TSB-88 definition of DAQ 3.4 allows for a minimal number of re-tries/repetition (the definitions are provided in Section 1.2.2). Any tile that fails the objective BER test described above will be re-tested using a subjective DAQ test. All said tiles will be re-tested using the subjective DAQ test outlined in this CATP. However, the number of successful retries may constitute no more than 10% of the total test tiles.

Coverage for the portable outdoor equipment configurations will be verified for acceptance by attenuation of the test radio for BER tests. The attenuation will be the difference between the test radio's antenna system and the additional loss used in Motorola Solutions' coverage prediction to account for portable antenna performance. The attenuator values are provided in Table 8-4 Attenuator Values to Evaluate Each Equipment Configuration.

This provides a method of verifying that the radio system provides the required BER for the specified CPC for each of the defined equipment configurations.

Below are the attenuator values required to evaluate each equipment configuration. The methodology to determine the attenuator value is demonstrated in TSB-88.1-E §5.4.2, Figure 5. The attenuator value includes the proper values for the equipment configuration requirement plus adjustments for the test equipment setup. Should the test equipment setup losses (e.g. cable length) vary, an adjustment to the attenuator value may be required to represent the required equipment configuration accurately.

**Table 8-4: Attenuator Values to Evaluate Each Equipment Configuration**

User Equipment Configuration and Outdoor / In-Building	Attenuator Value
Portable Outdoors	To be determined during CATP

## 8.2.8 Required Number of Test Tiles in the Defined Test Area

The method used to test coverage is a statistical sampling of the defined test area to verify that the CPC is met or exceeded at the required reliability for each of the defined equipment configurations. It is impossible to verify every point within a defined test area, because there are infinite points; therefore, coverage reliability will be verified by sampling a statistically

significant number of randomly selected locations, quasi-uniformly distributed throughout the defined test area. There is one test sample per test tile, where a sample consists of multiple sub-samples.

Coverage acceptance testing will be performed in the defined test area as indicated on Motorola Solutions-provided maps. To verify that the reliability requirement is met, the defined test area indicated on Motorola Solutions' maps will be divided into uniformly sized test tiles, with at least the number of test tiles indicated in Table 8-2. Coverage Acceptance Test Summary. The number of test tiles indicated in Table 8-2 Coverage Acceptance Test Summary is at least the minimum required by the Estimate of Proportions formula as stated in section 1.2.1 (Defined Test Area) of this document.

Per TSB-88.3-E, the stated minimum outdoor tile size is 100 by 100 wavelengths; however, the minimum *practical* test tile size is typically about 400 by 400 meters (about 0.25 by 0.25 miles). The minimum practical tile size for any system is determined by the distance traveled at the speed of the test vehicle while sampling, GPS error margin, and availability of road access within very small test tiles. A related consideration is the time, resources, and cost involved in testing very large numbers of very small tiles. For a given defined test area, all test tiles must be of equal size. The maximum test tile size is 2 by 2 km (1.24 by 1.24 miles) [TSB-88.3-E, §5.5.1]. In some wide-area systems, this constraint on maximum tile size may dictate a greater number of test tiles than the minimum number required by the Estimate of Proportions formula.

No acceptance testing will be performed in locations outside the defined test area as indicated on the Motorola Solutions-provided maps. Motorola Solutions and City of Great Falls may agree to perform "information only" tests in locations outside the defined test area; however, these "information only" test results will not be used for coverage acceptance. Any "information only" test locations must be defined before starting the test. If the added locations require significant additional time and resources to test, a change order will be required and Motorola Solutions may charge City of Great Falls on a time-and-materials basis.

## 8.2.9 Accessibility to Test Tiles

Prior to testing, Motorola Solutions and City of Great Falls will plan the route for the test vehicle(s) through the defined test area, to ensure that at least the minimum required number of tiles is tested. While planning the route (if possible) or during the test, Motorola Solutions and City of Great Falls will identify any test tiles that are inaccessible for the coverage test (due to lack of roads, restricted land, etc.). Inaccessible tiles will be eliminated from the acceptance test calculation. [TSB-88.3-E, §5.5.4]

If elimination of inaccessible test tiles results in less than a statistically significant number of test tiles or substantially alters the defined test area, Motorola Solutions reserves the right to adjust the committed reliability based on the reduced number of accessible test tiles within the altered test area and the Estimate of Proportions formula. [TSB-88.3-E, §5.2.1, equation 2]

## 8.2.10 Random Selection of a Test Location in Each Tile

This CATP provides an objective method of randomly selecting and tracking test locations using Motorola Solutions' Voyager<sup>SM</sup> coverage testing tool. The method follows TIA TSB-

88.3-E §5.0, “Performance Confirmation”, and has direct correlation with Motorola Solutions’ coverage prediction methodology.

Using Voyager, the actual test location within each test tile will be randomly selected by the test vehicle crossing into the tile at an arbitrary point, with an arbitrary speed and direction. If the selected test location is in a shielded area such as a tunnel or underground parking garage, the data from that test location must be eliminated and a replacement test location must be used.

### 8.2.11 CPC Measurements in Each Tile

For Outbound BER in each test tile, a series of sequential measurements (subsamples) will be made while the test vehicle is moving at a typical speed for the surrounding environment. This test tile measurement, containing a number of subsamples, constitutes the test sample for this location. The test sample will establish the mean BER within the test tile. The BER subsamples will typically be measured for at least 1 second. A mean of multiple BER subsamples is used rather than a single measurement to ensure that the measurement is not biased by taking a single sample that might be at a peak or null point on the radio wave.

## 8.3 RESPONSIBILITIES AND PREPARATION

This section identifies the responsibilities of City of Great Falls and Motorola Solutions regarding requirements for equipment, personnel, and time during the coverage test.

City of Great Falls will provide the following for the duration of the coverage test:

- At least [one] test vehicle(s) that is representative of the vehicles to be installed with radios, and will provide the driver(s).
- Exclusive use of the test channels required by Motorola Solutions during the test.

Motorola Solutions will provide the following for the duration of the coverage test:

- At least one Motorola Solutions Voyager coverage testing tool.

As required, Motorola Solutions will provide a receiver signal strength calibration file for the test radio(s) used with the Voyager coverage testing tool.

Before starting the test, City of Great Falls and Motorola Solutions will agree upon the time frame for Motorola Solutions’ submission of a report containing the coverage test results.

## 8.4 CATP PROCEDURES

A coverage acceptance test will be performed using Motorola Solutions’ Voyager tool to randomly select test locations, and to manage BER data collection.

Voyager consists of the following:

- A voice test radio connected to an antenna installed in a representative location on the test vehicle. The test radio will monitor transmissions from the fixed network radio site(s).
- A Global Positioning System (GPS) receiver, which will provide the computer with the location and speed of the test vehicle.

- A laptop computer with Voyager software and a mapping database, which includes highways and local streets.

The procedure for the objective BER coverage test will be as follows:

- The Voyager tool will be installed in a test vehicle, which will be driven over a route planned to cover the accessible tiles within the defined test area.
- During the coverage test, the laptop computer screen will display the vehicle's location on a map of the defined test area overlaid with the grid of test tiles. Voyager will automatically initiate measurements when the GPS receiver indicates that a test tile has been entered. The computer will provide a visual indication that a measurement has been completed in a tile. Voyager will manage the coverage test data collection, and will store the outbound measurements for each tested tile for later analysis.
- For FDMA Standalone System Outbound BER Coverage Testing, one channel is required. The outbound test will use an O.153 (formerly V.52) test pattern initiated on a base station transmit frequency. The outbound O.153 test pattern, once initiated, will send a continuous test pattern over the air to allow the radio in the Voyager test vehicle to gather signal statistics whenever a test is initiated.
- Any tile that fails the objective BER test described above will be re-tested using a subjective DAQ test. Any tile that fails the objective BER test, but passes the subjective DAQ re-test will be declared passed.

The procedure for the subjective DAQ re-test of failed BER tiles (if needed) will be as follows:

- A subjective listening re-test will be performed on tiles that fail the objective BER test, to verify undefined DAQ performance of those tiles.
- To perform a statistically valid subjective DAQ test, a large group of people is required to ensure high confidence in the results. However, obtaining a large group of people for a subjective listening test is usually impractical; therefore, several (at least three) people in a car or van must be used for the test. Since a group this small cannot provide statistically significant results, it is very important that the personnel participating in the subjective test be familiar with the sound of radio conversations. Before subjectively testing, all personnel who will evaluate audio quality must be "calibrated" by listening to examples of audio that pass and fail the subjective DAQ test.
- A fixed dispatch location will be established. Prior to testing, City of Great Falls and Motorola Solutions will agree upon a procedure to allow each audio transmission to be evaluated for approximately five seconds.
- The test participants will be divided into teams, each consisting of personnel from both City of Great Falls and Motorola Solutions. Each team will have members that operate a portable radio in the field, and members that are stationed at the fixed dispatch location.
- As the field test team(s) drive through the coverage area, test locations within each re-test tile will be selected randomly by Voyager's GPS location indication. Voyager will be used to log the talk-in and talk-out pass/fail result as well as any pertinent notes for the location.
- At each re-test tile location, each field test team member will listen to a talk-out audio transmission, and will record his or her subjective pass/fail evaluation of the DAQ for the tile. Team members stationed at the dispatch location will evaluate talk-in audio quality of transmissions from the test radio(s) in that tile. Each team member will maintain a test log to record date, time, and subjective pass/fail evaluation for each re-test tile location. Subjective pass/fail evaluation will be based on the DAQ descriptions in Table 3-1. The determination of whether each re-test tile passes or fails the required DAQ value will be



- the majority vote of all team members' pass/fail subjective evaluations for that tile. An odd number of team members are required to avoid ties for the pass/fail majority vote.
- Should any subjective DAQ re-test tile fail, Motorola will work with City of Great Falls to determine if another re-try should occur depending on the circumstances during which the test was performed.

## 8.5 CATP DOCUMENTATION AND COVERAGE ACCEPTANCE

During the coverage acceptance test, Voyager generates computer files that include the raw test data. A copy of this data will be provided to City of Great Falls at the conclusion of the coverage test. Motorola Solutions will process this data to produce a map detailing the coverage test results, and to determine whether the coverage test was passed for each user equipment configuration.

The coverage acceptance criterion for a user equipment configuration will be that the voice radio system implemented by Motorola Solutions for City of Great Falls meets or exceeds the reliability stated in Table 8-2 Coverage Acceptance Test Summary for that user equipment configuration. The system coverage acceptance criterion will be the successful passing of each of the user equipment configurations defined in Table 8-2 Coverage Acceptance Test Summary.

Motorola Solutions reserves the right to review any test tiles that fail. If a coverage test, or a portion thereof, is suspected by Motorola Solutions to have failed due to external interference, those tiles suspected of being affected by an interferer may be re-tested. If the test tiles re-tested are confirmed to have failed due to interference or external noise, those test tiles will be excluded from all acceptance calculations and Motorola Solutions will work with City of Great Falls to identify potential solutions to the interference issues.

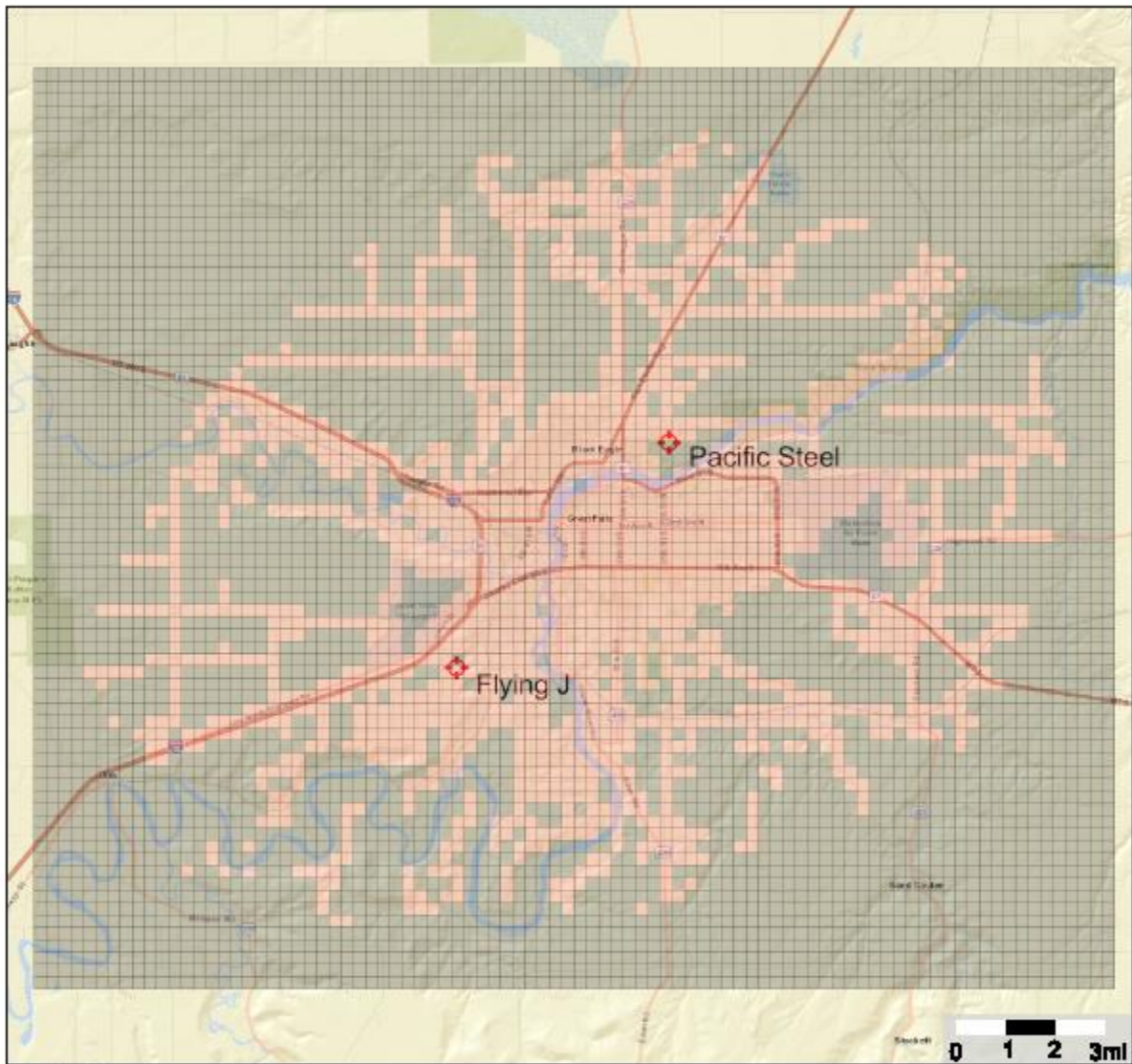
Motorola Solutions will conduct this Coverage Acceptance Test only once. If any portion of the test is determined to be affected by proven equipment malfunctions or failures, Motorola Solutions will repeat the portion of the test affected by the equipment malfunction or failure. City of Great Falls will have the option to accept the coverage at any time prior to completion of the coverage test or documentation process.

Motorola Solutions will submit to City of Great Falls a report detailing the coverage test results. This report will include a document, which is to be signed by both City of Great Falls and Motorola Solutions, indicating the test was performed in accordance with this CATP and the results of the test indicate the acceptance or non-acceptance of the coverage portion of the system.



**MOTOROLA**

City of Great Falls  
2 Site 800 MHz ASTRO FDMA Trunking System  
Test grid for 95% Covered Area Reliability



Tiles © AroGIS

Scale 1 : 180429

**Legend**

 System Roads Covered Area 95%outbound  
BER 402m Grid APX 8000

Portable CATP Grid: 0.25 mile x 0.25 mile  
1758 Tiles Enabled

**Figure 1: Outbound Covered Area Test Map**

SECTION 9

# WARRANTY

Warranty will be as set forth in the Communications System and Services Agreement.

SECTION 10

# PRICING SUMMARY

Please see the pricing summary included below.

## 10.1 EQUIPMENT AND SERVICES SUMMARY

Equipment and Services	Pricing
Equipment	\$2,519,881
Equipment NASPO Discount	(\$634,568)
NASPO Discounted Equipment	\$1,885,313
System Implementation	\$697,267
Tax	\$0
<b>Total System</b>	<b>\$2,582,580</b>
System Incentive if Signed Contract is Received by March 23, 2020:	(\$590,120)
<b>Grand Total with System Incentive</b>	<b>\$1,992,461</b>

SECTION 11

# CONTRACTUAL DOCUMENTATION

Contractual Documentation is included on the pages that follow.

# Communications System and Services Agreement

(Lease)

Motorola Solutions, Inc. (“Motorola”) and the CITY OF GREAT FALLS, MONTANA, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403 **CITY OF GREAT FALLS, MONTANA, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403** (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” For good and valuable consideration, the Parties agree as follows:

## Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A “Motorola Software License Agreement”

Exhibit B “Payment”

Exhibit C Technical and Implementation Documents

C-1 “System Description” dated \_\_\_\_\_

C-2 “Pricing Summary & Equipment List” dated \_\_\_\_\_

C-3 “Implementation Statement of Work” dated \_\_\_\_\_

C-4 “Acceptance Test Plan” or “ATP” dated \_\_\_\_\_

C-5 “Performance Schedule” dated \_\_\_\_\_

Exhibit D “System Acceptance Certificate”

Exhibit E “Equipment Lease Purchase Agreement Delivery and Acceptance Certificate”

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through E will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

## Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“**Acceptance Tests**” means those tests described in the Acceptance Test Plan.

“**Addendum (Addenda)**” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“**Administrative User Credentials**” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

**“Beneficial Use”** means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

**“Confidential Information”** means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**“Contract Price”** means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

**“Deliverables”** means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

**“Derivative Proprietary Materials”** means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

**“Effective Date”** means that date upon which the last Party executes this Agreement.

**“Equipment”** means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

**“Equipment Lease-Purchase Agreement”** means the agreement by which Customer finances all or a portion of the Contract Price.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

**“Force Majeure”** means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

**“Motorola Software”** means software that Motorola or its affiliated companies owns.

**“Non-Motorola Software”** means software that a party other than Motorola or its affiliated companies owns.

**“Open Source Software”** (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

**“Proprietary Materials”** means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models,

methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

**“Proprietary Rights”** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

**“Services”** means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

**“Software”** (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**“Software License Agreement”** means the Motorola Software License Agreement (Exhibit A).

**“Software Support Policy” (“SwSP”)** means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

**“Solution”** means the combination of the System(s) and Services provided by Motorola under this Agreement.

**“Solution Data”** means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

**“Specifications”** means the functionality and performance requirements that are described in the Technical and Implementation Documents.

**“SUA” or “SUA II”** means Motorola’s Software Upgrade Agreement program.

**“Subsystem”** means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

**“System”** means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

**“System Acceptance”** means the Acceptance Tests have been successfully completed.

**“System Data”** means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

**“Warranty Period”** for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless



otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

### **Section 3      SCOPE OF AGREEMENT AND TERM**

3.1.      **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2.      **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3.      **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4.      **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5.      **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6.      **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7.      **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8.      **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit.

During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

## **Section 4 SERVICES**

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request. Motorola acknowledges that Customer is a public entity subject to the State of Montana's Right of Inspection and Know laws. If a public request is made to examine information that Motorola considers confidential information, Customer will inform Motorola of said request and Motorola will be responsible to take any and all action necessary, including court action to prevent said information from being disseminated.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

## **Section 5 PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

## **Section 6 CONTRACT PRICE, PAYMENT AND INVOICING**

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance

or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$\_\_\_\_\_. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. If applicable, a pricing summary is included with the Payment schedule. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed and invoiced according to the pricing pages of the proposal, Exhibit B, or the applicable Addendum. Invoices will be mailed or emailed to Customer pursuant to Section 6.4, Invoicing and Shipping Addresses. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

6.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in the Equipment Lease-Purchase Agreement, title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:  
Customer Account Number: \_\_\_\_\_  
Customer Accounts Payable Email: \_\_\_\_\_  
Customer CC(optional) Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

## **Section 7 SITES AND SITE CONDITIONS**

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

## **Section 8 TRAINING**

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

## **Section 9 SYSTEM ACCEPTANCE**

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) calendar days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) calendar days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the

parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate (Exhibit D) and the Equipment Lease Purchase Agreement Delivery and Acceptance Certificate (Exhibit E).

## **Section 10 REPRESENTATIONS AND WARRANTIES**

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) calendar days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment

or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 11 DELAYS**

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen (15) calendar days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 12 DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) calendar days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) calendar days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold

consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) calendar days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

### **Section 13      DEFAULT AND TERMINATION**

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) calendar days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

### **Section 14      INDEMNIFICATION**

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Subject to the limitations provided by Mont. Code Ann. § 2-9-108, customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible



property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

#### 14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

### **Section 15      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the

price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## **Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **16.1. CONFIDENTIAL INFORMATION.**

16.1.1. Each party is a disclosing party (“Discloser”) and a receiving party (“Recipient”) under this Agreement. All Deliverables will be deemed to be Motorola’s Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement. Additionally, Motorola acknowledges that Customer is a public entity subject to the State of Montana’s Right of Inspection and Know laws. If a public request is made to examine information that Motorola considers confidential information, Customer will inform Motorola of said request and Motorola will be responsible to take any and all action necessary, including court action to prevent said information from being disseminated.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser’s Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) calendar days of receipt of Discloser’s written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

### **16.2. PRESERVATION OF MOTOROLA’S PROPRIETARY RIGHTS.** Motorola, the third party

manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

#### 16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

### **Section 17 GENERAL**

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"),

whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

Motorola shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Motorola shall maintain workers’ compensation coverage for all members and employees of Motorola’s business, except for those members who are exempted by law.

Motorola shall furnish the City with copies showing one of the following: **(1)** An Acord 25 form certificate of insurance showing compensation coverage by an insurer licensed and authorized to provide workers’ compensation insurance in the State of Montana; or **(2)** proof of exemption from workers’ compensation granted by law for independent contractors.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission (“FCC”) licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC

license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or

purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

17.14 INSURANCE. Motorola shall purchase and maintain insurance coverage as set forth below. The insurance policy must include the Customer, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured with respect to the general liability policy and be written on a "primary basis, and on an occurrence, except for professional liability that may be claims made basis." Motorola will provide the Customer with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. 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 Motorola, from the various acts of subcontractors from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for one (1) year following the date of expiration of Motorola's warranties. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, until at least thirty (30) calendar days prior written notice has been given to Motorola. Motorola will provide notice to customer. All insurance documentation shall be in an ISO standard form.

**Insurance Coverage at least in the following amounts is required:**

- |    |   |   |
|----|---|---|
| 1. | Commercial General Liability<br>(bodily injury and property damage) | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 2. | Products and Completed Operations                                   | \$2,000,000   |
| 3. | Automobile Liability  | \$1,000,000 combined single limit                   |
| 4. | Workers' Compensation   | Not less than statutory limits                      |
| 5. | Employers' Liability  | \$1,000,000   |
| 6. | Professional Liability (E&O)<br>(only if applicable)                | \$1,000,000 per claim<br>\$2,000,000 aggregate      |

Motorola may provide applicable excess or umbrella coverage to supplement Motorola's existing insurance coverage, if Motorola's existing policy limits do not satisfy the coverage requirements as set forth above.

Additional Insured Endorsement Example:

The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the CITY OF GREAT FALLS, MONTANA, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403 CITY OF GREAT FALLS, MONTANA, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403 ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

#### Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary



Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

#### **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter,

accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party (“Auditor”) may inspect Licensee’s premises, books and records, upon reasonable prior notice to Licensee, during Licensee’s normal business hours and subject to Licensee’s facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee’s compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola’s processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) calendar days from Motorola’s shipment of the Software (the “Warranty Period”). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee’s use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee’s particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola’s sole obligation to Licensee and Licensee’s exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola’s option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee’s paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola

disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7      TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8      TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) calendar days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9      Commercial Computer Software**

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.

## **Section 13 GENERAL**

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of

Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**Exhibit B**  
**For the System purchase financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement**

If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda.

**For Lifecycle Support Plan and Subscription Based Services:**

Motorola will invoice Customer annually in advance of each year of the plan, or as otherwise stated in the applicable addenda.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately.

The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

**EXHIBIT D**

**System Acceptance Certificate**

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

- 1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
- 2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FINAL PROJECT ACCEPTANCE:**

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit E**  
**EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE**

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee (Customer) and Lessor.

**Equipment Lease Purchase Agreement No.:** \_\_\_\_\_

**Lease Schedule A No. :** \_\_\_\_\_

**EQUIPMENT INFORMATION**

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# _____ . See Schedule A for a detailed Equipment List.

**LESSEE/CUSTOMER:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Please complete this form and send a copy via US mail or email to:**

Motorola Solutions Credit Company LLC

Attn: Bill Stancik, Finance Manager | 500 W. Monroe, 44th Floor | Chicago, IL 60661

Email: bill.stancik@motorolasolutions.com | Telephone: (847) 538-453



Date: February 21, 2020

**Financing proposal for: City of Great Falls, MT**

Motorola Customer Financing recognizes that each opportunity presents unique issues and characteristics. Therefore, our approach involves understanding our customer's operational goals and financial objectives. **Should you feel another financing structure is required, Motorola Customer Financing would welcome the opportunity to work with you.**

**Transaction Type:** Municipal Lease-Purchase Agreement / Tax Exempt Financing

**Lessor:** Motorola Solutions, Inc. (or its Assignee)

**Lessee:** **City of Great Falls, MT**

**Amount:** \$2,000,000.00

**Down Payment:** \$0.00

**Balance to Finance:** \$2,000,000.00

**Equipment:** As per the Motorola Solutions equipment proposal.

**Title, Insurance, & Maintenance** Title to the equipment will vest with the Lessee, and the Lessee will be responsible to insure & maintain the equipment as outlined in the lease contract.

**Taxes:** Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	<u>Option One</u>	<u>Option Two</u>	<u>Option Three</u>	<u>Option Four</u>
<b>Lease Term:</b>	Seven Years	Seven Years	Ten Years	Ten Years
<b>Payment Frequency:</b>	Annual	Annual	Annual	Annual
<b>Lease Rate:</b>	2.69%	2.69%	2.93%	2.93%
<b>Lease Factor:</b>	0.154481	0.158636	0.113487	0.116812
<b>Lease Payment:</b>	\$308,961.65	\$317,272.72	\$226,973.86	\$233,624.20
<b>Payment Structure:</b>	Advance	Arrears	Advance	Arrears
<b>Payment Commencement:</b>	First payment due upon contract execution.	First payment due one year after contract execution.	First payment due upon contract execution.	First payment due one year after contract execution.

Please be advised the rates above are indicative of current market conditions and should be used for INFORMATIONAL PURPOSES ONLY. The actual lease rates will be locked on a mutually agreed upon date closer to the actual order date and will reflect then-current market conditions.

**Program Highlights:** Lease Payments are subject to annual appropriation, so the Lessee **DOES NOT** pledge its full faith and credit.

Low, tax exempt financing interest rates...the **most cost effective & convenient** way for State & Locals to raise cash.

**No pre-payment penalties** provided payment is made on a regularly scheduled lease payment date.

**Eliminate** miscellaneous financing costs associated with bonding...**NO** special counsel fees, underwriter's fees, origination costs, or reserve fund requirements. **Every dollar you borrow gets allocated towards your project.**

**Qualifications:** Receipt of a properly executed documentation package.

The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

For questions concerning this quote, please contact: Paul Mecaskey  
Motorola Solutions Credit Company LLC  
847-538-3707  
pjm@motorolasolutions.com

Date: March 5, 2020

**Financing proposal for: City of Great Falls, MT**

Motorola Customer Financing recognizes that each opportunity presents unique issues and characteristics. Therefore, our approach involves understanding our customer's operational goals and financial objectives. **Should you feel another financing structure is required, Motorola Customer Financing would welcome the opportunity to work with you.**

**Transaction Type:** Municipal Lease-Purchase Agreement / Tax Exempt Financing

**Lessor:** Motorola Solutions, Inc. (or its Assignee)

**Lessee:** **City of Great Falls, MT**

**Amount:** \$1,992,461.00

**Down Payment:** \$0.00

**Balance to Finance:** \$1,992,461.00

**Equipment:** As per the Motorola Solutions equipment proposal.

**Title, Insurance, & Maintenance** Title to the equipment will vest with the Lessee, and the Lessee will be responsible to insure & maintain the equipment as outlined in the lease contract.

**Taxes:** Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	<u>Option One</u>	<u>Option Two</u>	<u>Option Three</u>	<u>Option Four</u>
<b>Lease Term:</b>	Seven Years	Seven Years	Ten Years	Ten Years
<b>Payment Frequency:</b>	Annual	Annual	Annual	Annual
<b>Lease Rate:</b>	2.59%	2.59%	2.87%	2.87%
<b>Lease Factor:</b>	0.154046	0.158035	0.113205	0.116454
<b>Lease Payment:</b>	\$306,929.84	\$314,879.33	\$225,556.72	\$232,030.20
<b>Payment Structure:</b>	Advance	Arrears	Advance	Arrears
<b>Payment Commencement:</b>	First payment due upon contract execution.	First payment due one year after contract execution.	First payment due upon contract execution.	First payment due one year after contract execution.

Please be advised the rates and payment streams above are valid for lease purchase contracts executed and returned NO LATER than: **3/27/2020**

**Program Highlights:** Lease Payments are subject to annual appropriation, so the Lessee **DOES NOT** pledge its full faith and credit.

Low, tax exempt financing interest rates...the **most cost effective & convenient** way for State & Locals to raise cash.

**No pre-payment penalties** provided payment is made on a regularly scheduled lease payment date.

**Eliminate** miscellaneous financing costs associated with bonding...**NO** special counsel fees, underwriter's fees, origination costs, or reserve fund requirements. **Every dollar you borrow gets allocated towards your project.**

**Qualifications:** Receipt of a properly executed documentation package.

The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

For questions concerning this quote, please contact: Paul Mecaskey  
Motorola Solutions Credit Company LLC  
847-538-3707  
pjm@motorolasolutions.com

# CITY OF GREAT FALLS

## Great Falls Police Department

112 1st Street South, Great Falls, MT 59401 (406) 771-1180



To: Melissa Kinzler  
From: Chief David Bowen  
Date: Thursday, March 05, 2020  
Ref: Sole Source Purchase – Motorola Solutions

This letter is intended to serve as official notice of why the Police Department is entering into an agreement with Motorola Solutions as a sole source provider for 800 MHz upgrades to our public safety radio system and infrastructure. Currently, the Great Falls Police Department, along with other public safety agencies are utilizing a state wide VHF trunked radio system. The aged state wide radio infrastructure, in addition to the aged radio equipment utilized locally has required us to research and start planning for a new public radio system. In late Fall 2018, the City of Great Falls utilized Mission Critical Partners to provide a comprehensive study of our radio system. The thorough examination resulted in the recommendation for the City of Great Falls to migrate toward a 800MHz trunked radio system for the Great Falls Police Department and Great Falls Fire Rescue.

The Great Falls Police Department and Great Falls Fire Rescue have and are currently utilizing Motorola equipment. Motorola Solutions is intimately familiar with the current status of our radio equipment and infrastructure.

The passage of SB352 during the 2019 legislative session provided 3.75 million dollars per year, for 10 years, to upgrade the state wide radio infrastructure. The Montana Department of Justice entered into a contract for Motorola Solutions to upgrade the two central controllers, all microwaves, 11 dispatch centers throughout the State and all relevant connected tower sites. The passage of SB352 enabled the State to upgrade and replace degrading equipment in improve communications interoperability. The City of Great Falls' public safety radio system connects with the State infrastructure.

Locally, the funding mechanisms have contributed to financial savings for the City. The nearest central controller, located in Lewis and Clark County will receive \$4,173,000 in upgrades. Our 911 center will receive \$360,000 in equipment and software upgrades. Lastly, the two repeated tower sites, which we use for public safety communications, will receive \$480,000 in equipment and software upgrades. The City of Great Falls will receive a benefit of \$5,013,000 regarding the State radio infrastructure upgrades, through SB352 and Motorola Solutions.

A quote and financing options were requested from Motorola Solutions for an 800Mhz radio system. All required equipment for the Great Falls Police Department, Great Falls Fire Rescue, 911 Center and Emergency Operations Center were quoted at \$1,992,461. Motorola Solutions provided the City of Great Falls bulk order pricing, which substantially reduced the cost per unit from MSRP. Motorola Solutions also agreed to a 10 year finance program at 2.87% per year, for annual payments of \$225,556.72.


Under the State of Montana contract with Motorola, the original specifications were to replace the existing VHF trunked equipment, with updated VHF trunked equipment at our two tower sites. By moving to an 800 MHz radio system, the different equipment would have been the responsibility of the City of Great Falls. Motorola Solutions recognized our need to migrate to an 800 MHz public safety radio system, therefore they offered to replace the 800 MHz tower equipment at no cost to the City. The 800MHz tower equipment totaled \$650,000.

Another quote was obtained from a competing vendor and the prices were competitive. However, there would be additional equipment and infrastructure needs to fully integrate with proprietary Motorola equipment. In addition, there would also be functionality issues that would have to be addressed by not utilizing Motorola equipment, potentially negatively impacting the seamless communications capabilities of the infrastructure.

By sole source purchasing Motorola Solutions equipment, there will be a seamless transition with the State of Montana infrastructure. Motorola equipment and infrastructure is proprietary. Utilizing other vendors will require additional expense and equipment to effectively communicate using the State infrastructure. The State contract also includes multi-year maintenance which further benefits the City.

With this in mind, we are intending to enter into a sole source purchasing agreement with Motorola Solutions. Should you have any questions, please do not hesitate to contact me.

Sincerely,

  
David Bowen  
Chief of Police



DW  
3/10

March 10, 2020

CITY OF GREAT FALLS, MT

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #24813 are valid for contracts that are executed and returned on or before **March 24, 2020**. After **3/24/20**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Once complete, a set with **ORIGINAL "wet" signatures** should be returned to me at the address below:

Motorola Solutions Credit Company LLC  
Attn: Paul Mecaskey / 44<sup>th</sup> Floor  
500 W. Monroe  
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-3707.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC  
Paul Mecaskey

# LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address CITY OF GREAT FALLS, MT  
P.O. Box 5021  
Great Falls, MT 59403
- Attention: Melissa Kinzler
- Phone: (406) 455-8476
2. Lessee County Location: Cascade County
3. Federal Tax I.D. Number 81-6001269
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: 24913
5. Equipment description that you would like to appear on your invoicing: Motorola Police Radios

### Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

7. Payment remit to address: **Motorola Solutions Credit Company LLC**  
**P.O. Box 71132**  
**Chicago IL 60694-1132**

Thank you



# EQUIPMENT LEASE-PURCHASE AGREEMENT

**Lease Number: 24813**

**LESSEE:**

**CITY OF GREAT FALLS, MT**  
#2 Park Drive South  
Great Falls, MT 59403

**LESSOR:**

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago, IL 60661


Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software, upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

 Add page #5

Has City reviewed?

**4. REPRESENTATIONS AND WARRANTIES.** Lessee acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

*or other amounts due under this Lease*  
**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period, and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body ~~or otherwise available by any lawful means whatsoever~~ in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated ~~and budgeted or are otherwise available~~. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to promptly discontinue use of the Equipment, remove or delete any software which is part of the Equipment from all of Lessee's computers and electronic devices, and peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16. *("Legally Available Funds")*

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; (ix) Lessee will be the only entity to own, use and operate the Equipment

during the Lease Term; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from

Legally Available Funds.

*- Added definition on prior page*

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all ~~additions, attachments, accessions,~~ and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from (or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the

Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

*and subject to the  
limitations set forth  
in Montana Code  
Annotated Section 2-9-108*

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling,

leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location ~~or any other applicable law~~ or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor. *(in each case except as set forth in the Contract)*

**18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments

hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

*\*\*\* SIGNATURE PAGE TO FOLLOW \*\*\**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**LESSEE:**  
CITY OF GREAT FALLS, MT

**LESSOR:**  
MOTOROLA SOLUTIONS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATE OF INCUMBENCY**

I, \_\_\_\_\_ do hereby certify that I am the duly elected or  
(Printed Name of Secretary/Clerk )

appointed and acting Secretary or Clerk of the CITY OF GREAT FALLS, MT, an entity duly organized and existing under the laws of the **State of Montana**, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24813**, between CITY OF GREAT FALLS, MT and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

**IN WITNESS WHEREOF**, I have executed this certificate and affixed the seal of CITY OF GREAT FALLS, MT, hereto this

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_

(Signature of Secretary/Clerk)

**SEAL**



**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement 24813 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: ~~(i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto;~~ (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; ~~and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.~~ This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

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Attorney for CITY OF GREAT FALLS, MT

*We understand only a validity opinion is required.*

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                    24813  
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24813** ("Lease"), between **MOTOROLA SOLUTIONS INC.** ("Lessor") and **CITY OF GREAT FALLS, MT** ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
<b>Equipment Location:</b> MT	

**Initial Term: 120 Months                    Commencement Date:            3/27/2020**  
**First Payment Due Date:            3/1/2021**

**Ten (10) consecutive annual payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

SECTION 4

# EQUIPMENT LIST

## 4.1 ASR EQUIPMENT LIST

Note: Highlighted items will be provided by the State. All other items are included for procurement by City of Great Falls.

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00855AA	ADD: 700/800 MHZ
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	CA03177AA	ADD: ASTRO SITE REPEATER SC SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	T8343	GSERIES SOFTWARE LICENSING
4	UA00401AA	ADD: GSERIES BR-P25 TRNK ST RPTR
2	UA00406AA	ADD: GSERIES SC-P25 TRNK ST RPTR
1	DS428E83I01C48	CONTROL MONITORING UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 48 VDC
1	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
1	DLN6895	FRU: PA 7/800 MHZ
1	DLN6885	FRU: XCVR 7/800 MHZ V2
1	DLN6634	FRU: 700/800 MHZ SITE LNA
1	DLN1306	FRU: 700/800 MHZ CABINET RMC MODULE
1	DLN6781	FRU: POWER SUPPLY
1	DLN6898	FRU: FAN MODULE
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00855AA	ADD: 700/800 MHZ
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION

1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	CA03177AA	ADD: ASTRO SITE REPEATER SC SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	T8343	GSERIES SOFTWARE LICENSING
4	UA00401AA	ADD: GSERIES BR-P25 TRNK ST RPTR
2	UA00406AA	ADD: GSERIES SC-P25 TRNK ST RPTR
1	DS428E83I01C48	CONTROL MONITORING UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 48 VDC
1	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
1	DSCC80708T1	OMNI, CORP COLLINEAR, 8DBD, 746-870MHZ, 1DEG DT, PIM, 25KW PIP RATED
15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
200	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE
5	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
7	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DSTSXFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSCC80708T1	OMNI, CORP COLLINEAR, 8DBD, 746-870MHZ, 1DEG DT, PIM, 25KW PIP RATED
15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
170	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE
5	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
7	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK



1	DSTSXFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSCC80711T1	OMNI, CORP COLLINEAR, 10.5DBD, 746-870MHZ, 1DT, PIM, 25KW PIP RATED
15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
5	TDN9289	221213 CABLE WRAP WEATHERPROOFING
5	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
200	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
5	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
200	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
5	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
7	DS43211A	BUTTERFLY HANGER FOR 1/2 IN OR 3/8 IN COAX CABLE
7	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
25	DSFSJ150ACABLE	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
2	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
25	DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
1	DSCC80711T1	OMNI, CORP COLLINEAR, 10.5DBD, 746-870MHZ, 1DT, PIM, 25KW PIP RATED
15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
170	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE



5	TDN9289	221213 CABLE WRAP WEATHERPROOFING
5	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
170	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
5	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
5	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
7	DS43211A	BUTTERFLY HANGER FOR 1/2 IN OR 3/8 IN COAX CABLE
7	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
25	DSFSJ150ACABLE	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
2	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
25	DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
1	DSCOD87687	VERTICAL ENCLOSED DIPOLE ANTENNA, UNITY GAIN, 763-870 MHZ
1	DSL4TNMPSA	TYPE N MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
100	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DSTSXFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
1	DSF4PNMV2HC	TYPE N MALE FOR 1/2 IN FSJ4-50B CABLE
100	DSFSJ4RK50B	CABLE: 1/2" SUPERFLEX FOAM COAX BLCK FIRE RETARDANT JCKT,
1	DS4283J050848	RECEIVE MULTICOUPLER, 796-902MHZ, UNIVERSAL SINGLE PATH, -48VDC
6	DSARFN10381	N FEMALE TO BNC MALE ADAPTER
6	DSF1TNMHC	TYPE N MALE FOR 1/4 IN FSJ1-50A CABLE
120	DSFSJ150ACABLE	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
6	DSAF1MU	1/4" CONNECTOR, MINI UHF-M, FOR FSJ1-50A
26	DSCOD87687	VERTICAL ENCLOSED DIPOLE ANTENNA, UNITY GAIN, 763-870 MHZ



26	DSL4TNMPSA	TYPE N MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
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## 4.2 SUBSCRIBER EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
80	H91TGD9PW6 N	APX 8000 ALL BAND PORTABLE MODEL 2.5
80	QA05509	DEL: DELETE UHF BAND
80	H869	ENH: MULTIKEY
80	Q806	ADD: ASTRO DIGITAL CAI OPERATION
80	Q361	ADD: P25 9600 BAUD TRUNKING
80	Q58	ADD: 3Y ESSENTIAL SERVICE
80	Q15	ENH: AES/DES,DES-XL,DES-OFB AND ADP
80	H38	ADD: SMARTZONE OPERATION
80	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
80	NMN6274B	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK
8	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE
8	H869	ENH: MULTIKEY
8	QA09006	ADD: ADAPTIVE NOISE SUPPRESSION
8	Q361	ADD: P25 9600 BAUD TRUNKING
8	H38	ADD: SMARTZONE OPERATION
8	Q58	ADD: 3Y ESSENTIAL SERVICE
8	Q15	ENH: AES/DES,DES-XL,DES-OFB AND ADP
8	Q806	ADD: ASTRO DIGITAL CAI OPERATION
8	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
8	NMN6274B	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK
40	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
40	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
40	G67	ADD: REMOTE MOUNT O3 MP FOR CBP
40	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)
40	G51	ENH: SMARTZONE OPERATION APX
40	G78	ADD: 3Y ESSENTIAL SERVICE
40	GA05509	DEL: DELETE UHF BAND
40	W12	ADD: RF PREAMP
40	GA01606AA	ADD: NO GPSWI-FI ANTENNA NEEDED
40	B18	ADD: AUXILIARY SPEAKER MOTORCYCLE
40	G442	ADD: O5 CONTROL HEAD

40	G444	ADD: APX CONTROL HEAD SOFTWARE
40	GA01517	DEL: NO J600 ADAPTER CABLE NEEDED
40	G806	ENH: ASTRO DIGITAL CAI OP APX
40	W22	ADD: STD PALM MICROPHONE APX
40	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
40	G361	ENH: P25 TRUNKING SOFTWARE APX
1	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
1	W665	ADD: CONTROL STATION OPERATION
1	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
1	G91	ADD: CNTRL STATION PWR SUPPLY APX8500
1	G66	ADD: DASH MOUNT
1	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)
1	G51	ENH: SMARTZONE OPERATION APX
1	G142	ADD: NO SPEAKER NEEDED
1	G78	ADD: 3Y ESSENTIAL SERVICE
1	GA05509	DEL: DELETE UHF BAND
1	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
1	G442	ADD: O5 CONTROL HEAD
1	G444	ADD: APX CONTROL HEAD SOFTWARE
1	GA01517	DEL: NO J600 ADAPTER CABLE NEEDED
1	G806	ENH: ASTRO DIGITAL CAI OP APX
1	W22	ADD: STD PALM MICROPHONE APX
1	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
1	G361	ENH: P25 TRUNKING SOFTWARE APX
1	T8553	DIGITAL SMARTZONE
3	QA00569AL	ENH: 7/800 MHZ BAND FLP
75	H91TGD9PW6 N	APX 8000 ALL BAND PORTABLE MODEL 2.5
75	Q806	ADD: ASTRO DIGITAL CAI OPERATION
75	Q361	ADD: P25 9600 BAUD TRUNKING
75	QA02006	ENH: APX8000XE RUGGED RADIO
75	Q58	ADD: 3Y ESSENTIAL SERVICE
75	QA05509	DEL: DELETE UHF BAND
75	H38	ADD: SMARTZONE OPERATION
75	QA01427	ALT:APX 8000 HOUSING GREEN
75	H869	ENH: MULTIKEY
75	Q15	ENH: AES/DES,DES-XL,DES-OFB AND ADP
10	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
8	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR
75	PMMN4107C	XE500 HIGH IMPACT GREEN, NO CHANNEL KNOB, XTREME





		TEMPERATURE CABLE
27	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
27	G67	ADD: REMOTE MOUNT O3 MP FOR CBP
27	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)
27	G51	ENH: SMARTZONE OPERATION APX
27	G78	ADD: 3Y ESSENTIAL SERVICE
27	GA05509	DEL: DELETE UHF BAND
27	W12	ADD: RF PREAMP
27	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
27	B18	ADD: AUXILIARY SPEAKER MOTORCYCLE
27	G442	ADD: O5 CONTROL HEAD
27	G444	ADD: APX CONTROL HEAD SOFTWARE
27	GA01517	DEL: NO J600 ADAPTER CABLE NEEDED
27	G806	ENH: ASTRO DIGITAL CAI OP APX
27	W22	ADD: STD PALM MICROPHONE APX
27	G361	ENH: P25 TRUNKING SOFTWARE APX
5	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
5	W665	ADD: CONTROL STATION OPERATION
5	G91	ADD: CNTRL STATION PWR SUPPLY APX8500
5	G66	ADD: DASH MOUNT
5	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)
5	G51	ENH: SMARTZONE OPERATION APX
5	G142	ADD: NO SPEAKER NEEDED
5	G78	ADD: 3Y ESSENTIAL SERVICE
5	GA05509	DEL: DELETE UHF BAND
5	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
5	G442	ADD: O5 CONTROL HEAD
5	G444	ADD: APX CONTROL HEAD SOFTWARE
5	GA01517	DEL: NO J600 ADAPTER CABLE NEEDED
5	G806	ENH: ASTRO DIGITAL CAI OP APX
5	W22	ADD: STD PALM MICROPHONE APX
5	G361	ENH: P25 TRUNKING SOFTWARE APX
5	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
5	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
5	H91TGD9PW6 N	APX 8000 ALL BAND PORTABLE MODEL 2.5
5	H869	ENH: MULTIKEY
5	Q806	ADD: ASTRO DIGITAL CAI OPERATION
5	Q361	ADD: P25 9600 BAUD TRUNKING
5	Q58	ADD: 3Y ESSENTIAL SERVICE

5	Q15	ENH: AES/DES,DES-XL,DES-OFB AND ADP
5	QA05509	DEL: DELETE UHF BAND
5	H38	ADD: SMARTZONE OPERATION
5	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
5	NMN6274B	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK
6	L37TSS9PW1 N	ALL BAND CONSOLETTTE
6	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
6	GA00237	ADD: NO USER/INSTALL CD NEEDED
6	CA01598	ADD: AC LINE CORD US
6	G51	ENH: SMARTZONE OPERATION APX
6	GA05509	DEL: DELETE UHF BAND
6	G78	ADD: 3Y ESSENTIAL SERVICE
6	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
6	G444	ADD: APX CONTROL HEAD SOFTWARE
6	G806	ENH: ASTRO DIGITAL CAI OP APX
6	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
6	W382	ADD: CONTROL STATION DESK GCAI MIC
6	G361	ENH: P25 TRUNKING SOFTWARE APX
6	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
6	G91	ADD: CONTROL STATION POWER SUPPLY
6	W665	ADD: CONTROL STATION OPERATION
6	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
6	G806	ADD: ASTRO DIGITAL CAI OPERATION
6	GA00235	ADD: NO GPS ANTENNA NEEDED
6	G51	ENH: SMARTZONE OPERATION APX6500
6	G142	ADD: NO SPEAKER NEEDED
6	G78	ADD: 3Y ESSENTIAL SERVICE
6	G442	ADD: O5 CONTROL HEAD
6	G444	ADD: APX CONTROL HEAD SOFTWARE
6	G66	ADD: DASH MOUNT
6	W22	ADD: STD PALM MICROPHONE APX
6	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
6	G361	ENH: P25 TRUNKING SOFTWARE APX
4	L37TSS9PW1 N	ALL BAND CONSOLETTTE
4	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
4	GA00237	ADD: NO USER/INSTALL CD NEEDED
4	CA01598	ADD: AC LINE CORD US
4	G51	ENH: SMARTZONE OPERATION APX
4	GA05509	DEL: DELETE UHF BAND



4	G78	ADD: 3Y ESSENTIAL SERVICE
4	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
4	G444	ADD: APX CONTROL HEAD SOFTWARE
4	G806	ENH: ASTRO DIGITAL CAI OP APX
4	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
4	W382	ADD: CONTROL STATION DESK GCAI MIC
4	G361	ENH: P25 TRUNKING SOFTWARE APX
4	L37TSS9PW1 N	ALL BAND CONSOLETTTE
4	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
4	GA00237	ADD: NO USER/INSTALL CD NEEDED
4	CA01598	ADD: AC LINE CORD US
4	G51	ENH: SMARTZONE OPERATION APX
4	GA05509	DEL: DELETE UHF BAND
4	G78	ADD: 3Y ESSENTIAL SERVICE
4	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
4	G444	ADD: APX CONTROL HEAD SOFTWARE
4	G806	ENH: ASTRO DIGITAL CAI OP APX
4	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
4	W382	ADD: CONTROL STATION DESK GCAI MIC
4	G361	ENH: P25 TRUNKING SOFTWARE APX

Lessee: CITY OF GREAT FALLS, MT  
**Schedule B (Lease #24813)**

Compound Period: Annual  
 Nominal Annual Rate: 2.870%  
 CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	3/27/2020	1,992,461.00	1		
2 Payment	3/1/2021	231,570.00	10	Annual	3/1/2030

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	3/27/2020				1,992,461.00
1	3/1/2021	231,570.00	53,111.74	178,458.26	1,814,002.74
2	3/1/2022	231,570.00	52,063.31	179,506.69	1,634,496.05
3	3/1/2023	231,570.00	46,911.33	184,658.67	1,449,837.38
4	3/1/2024	231,570.00	41,611.48	189,958.52	1,259,878.86
5	3/1/2025	231,570.00	36,159.52	195,410.48	1,064,468.38
6	3/1/2026	231,570.00	30,551.08	201,018.92	863,449.46
7	3/1/2027	231,570.00	24,781.68	206,788.32	656,661.14
8	3/1/2028	231,570.00	18,846.69	212,723.31	443,937.83
9	3/1/2029	231,570.00	12,741.37	218,828.63	225,109.20
10	3/1/2030	231,570.00	6,460.80	225,109.20	0.00
<b>Grand Totals</b>		<b>2,315,700.00</b>	<b>323,239.00</b>	<b>1,992,461.00</b>	

INITIAL INSURANCE REQUIREMENT: \$1,992,461.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

**EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24813** to that Equipment Lease Purchase Agreement number **24813** will be maintained by **CITY OF GREAT FALLS, MT** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

\_\_\_\_\_  
Name of insurance provider

\_\_\_\_\_  
Address of insurance provider

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone number of local insurance provider

\_\_\_\_\_  
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24813**, **CITY OF GREAT FALLS, MT**, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

**Certificate shall include the following:**

**Description:** All Equipment listed on Schedule A number 24813 to that Equipment Lease Purchase Agreement number 24813. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24813 and list any deductibles.

**Certificate Holder:**

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee  
500 W Monroe  
Chicago, IL 60661

**If self insured, contact Motorola representative for template of self insurance letter.**

**STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 24813)**

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

- 1.** What is the specific use of the equipment?
  
- 2.** Why is the equipment essential to the operation of **CITY OF GREAT FALLS, MT?**
  
- 3.** Does the equipment replace existing equipment?  
If so, why is the replacement being made?
  
- 4.** Is there a specific cost justification for the new equipment?  
If yes, please attach outline of justification.
  
- 5.** What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

**General Fund**

- Have dollars already been appropriated for the Lease Payment? Yes -or- No
- If yes, for what fiscal year(s) have appropriations been made? \_\_\_\_\_

**Combination of Federal Grant funding supplemented by General Revenues**

- What fiscal year(s) is expected to be funded via federal grants: \_\_\_\_\_
- What fiscal year(s) is expected to be funded via general revenues: \_\_\_\_\_
- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

Other (please describe): \_\_\_\_\_

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**CERTIFIED LESSEE RESOLUTION (Lease# 24813)**

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) ***held on or before the execution date of the Lease***, the following resolution was introduced and adopted. BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF GREAT FALLS, MT (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

## Bank Qualified Statement (Lease# 24813)

LESSEE CERTIFIES THAT IT

(circle one)

HAS

or

HAS NOT

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.



**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)  
 ► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

**Part I Reporting Authority**

Amended Return, check here ►

1 Issuer's name  
**City of Great Falls, MT**

2 Issuer's employer identification number (EIN)  
**81-6001269**

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
**#2 Park Drive South**

5 Report number (For IRS Use Only)  
**3**

6 City, town, or post office, state, and ZIP code  
**Great Falls, MT 59403**

7 Date of issue  
**3/27/2020**

8 Name of issue  
**Equipment Lease Purchase Agreement # 24813**

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)  
**Melissa Kinzler, Fiscal Services Director**

10b Telephone number of officer or other employee shown on 10a  
**(406) 455-8476**

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14	1,992,461	00
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ►	18		
19	If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
	If obligations are BANs, check only box 19b			<input type="checkbox"/>
20	If obligations are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

**Part III Description of Obligations. Complete for the entire issue for which this form is being filed.**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	3/1/2030	\$ 1,992,461.00	\$ n/a	10 years	2.87 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ► \_\_\_\_\_ years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded ► \_\_\_\_\_ years

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ► \_\_\_\_\_

34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

For Paperwork Reduction Act Notice, see separate instructions.

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Form **8038-G** (Rev. 9-2011)

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>		
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>		
<b>b</b>	Enter the final maturity date of the GIC ▶ _____			
<b>c</b>	Enter the name of the GIC provider ▶ _____			
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>		
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
<b>b</b>	Enter the date of the master pool obligation ▶ _____			
<b>c</b>	Enter the EIN of the issuer of the master pool obligation ▶ _____			
<b>d</b>	Enter the name of the issuer of the master pool obligation ▶ _____			
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶			<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶			<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
<b>b</b>	Name of hedge provider ▶ _____			
<b>c</b>	Type of hedge ▶ _____			
<b>d</b>	Term of hedge ▶ _____			
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . . ▶			<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶			<input checked="" type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶			<input checked="" type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____			
<b>b</b>	Enter the date the official intent was adopted ▶ _____			

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative		Date	Type or print name and title	
Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

**Paid Preparer Use Only**

# EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of ~~lease~~ Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24813

Lease Schedule A No. : 24813

## EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24813. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF GREAT FALLS, MT

By: \_\_\_\_\_

Date: \_\_\_\_\_

*to complete after delivery*  
