

**REVISED - ATTACHMENTS ADDED
TO ITEMS 2 AND 4
CITY OF BILLINGS**

CITY OF BILLINGS VISION STATEMENT:

**“THE MAGIC CITY: A DIVERSE, WELCOMING COMMUNITY WHERE PEOPLE
PROSPER AND BUSINESS SUCCEEDS.”**

AGENDA

COUNCIL CHAMBERS

June 24, 2019

5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Neese

ROLL CALL: Councilmembers present on roll call were: Cromley, Yakawich, Neese,
 Ewalt, Joy, Friedel, Gibbs, Ronning, Clark, Brown

MINUTES:

- May 28, 2019
- June 10, 2019 - Pending

COURTESIES:

PROCLAMATIONS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1, 4 and 5 ONLY.

Speaker sign-in required. (Comments are limited to three (3) minutes. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

1. **CONSENT AGENDA** -- Separations:

A. **Mayor Cole recommends that Council confirm the following appointments:**

1.

	Name	Board/Commission	Term	
			Begins	Ends
1	No Applications	Animal Control Board*	06/24/19	12/31/21
2	No Applications	Board of Appeals - Electrical Contractor	06/24/19	12/31/21
3	No Applications	Board of Appeals	06/24/19	12/31/22
4	No Applications	Board of Appeals - Engineer	06/24/19	12/31/22
5	No Applications	Community Development - Lod Mod*	06/24/19	12/31/19
6	No Applications	Community Development - Lod Mod	06/24/19	12/31/22
8	No Applications	Traffic Control Board	06/24/19	12/31/22

* 1 Unexpired term of Jeannette Vieg

* 5 Unexpired term of Rebecca Bey

B. **Bid Awards:**

1. **Airport Terminal Boiler Replacement Project.** (Opened 6/11/19) Recommend Plumb Montana, Inc.; \$119,000.
2. **W.O. 17-19: Lead Service Replacement Project.** (Opened 6/11/19) Recommend COP Construction, LLC; \$327,475.
3. **W.O. 18-15: Voelker Pump Station Improvements and Staples Generator.** (Opened 6/11/19) Recommend Ace Electric; \$871,000.
4. **W.O. 19-01 Schedule 3: Southside Triangle Water Line Replacement.** (Opened 6/11/19) Recommend Western Municipal Construction; \$3,324,427.

C. **Landfill Use Agreements** (Effective July 1, 2019) with the City of Laurel, the City of Powell, MacKenzie Disposal, Republic Services, Stillwater County, and Two Tough Guys Services. Approximate annual revenue - \$3,600,000 for Solid Waste Fund and \$13,000 in out-of-state surcharge fees for General Fund.

D. **Purchase Agreement** with Trojan Technologies for W.O. 19-31: Water Reclamation Facility UV Equipment Procurement; \$375,400.

- E. **Purchase Agreement** with Enviro-Care for W.O. 19-34: Water Reclamation Facility Headworks Screen Procurement; \$148,988.
- F. **Purchase Agreement** with Ovivo USA for W.O. 19-45: Water Reclamation Facility Headworks Grit Unit Procurement; \$82,800.
- G. **Donation** to City of Billings City Hall from Bill Cole for Yellowstone Kelly painting; \$1,500.
- H. **Resolution** prescribing the form and terms of Special Improvement District bonds (SID 1404).
- I. **Resolution** closing Special Improvement District (SID) 1360 / Sidewalk Bond Debt Funds to SID Revolving Fund - \$42,686.94.
- J. **Preliminary Subsequent Minor Plat** of Western Sky Subdivision, 2nd Amended, generally located on the southeast corner of the intersection of South 48th Street West and King Avenue West; Mont Vista, LLC, owner; Sanderson Stewart, agent.
- K. **Cancellation** of Checks and Warrants.
- L. **Bills for the week of:**
 - 1. May 20, 2019
 - 2. May 27, 2019

REGULAR AGENDA:

- 2. **PUBLIC HEARING AND RESOLUTION** approving and adopting FY20 budget. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 3. **PUBLIC HEARING AND RESOLUTIONS** setting annual FY20 Assessments on the following:
 - A. **Business Improvement District, Tourism Business Improvement District, Mill Levy Rates for General Fund, Transit, Library and Public Safety**
 - B. **Arterial Construction**

C. Street Maintenance District

D. Storm Sewer

Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- 4. DRAFT REQUEST FOR PROPOSALS (RFP) FOR FACILITIES MASTER PLAN, CITY HALL SITE PROPOSALS - PHASE I.** Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

- 5. FY20-FY24 CAPITAL IMPROVEMENT PLAN (CIP) FOR PARK DISTRICT 1.** Staff recommends approval. (Action: approval or disapproval of staff recommendation.)

PUBLIC COMMENT on “NON-AGENDA ITEMS”. **Speaker Sign-in required.** *(Restricted to ONLY items not on this printed agenda. Comments are limited to 3 minutes. Please sign the roster at the cart located at the back of the Council chambers or at the podium.)*

COUNCIL INITIATIVES:

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

For more information or to make requests for special arrangements, please contact the City Clerk’s Office at 657-8210 or e-mail bohlmand@billingsmt.gov, 72 hours prior to the meeting date.

Regular City Council Meeting

Meeting Date: 06/24/2019
TITLE: Boards & Commissions Appointments
PRESENTED BY: Chris Kukulski, City Administrator
Department: City Hall Administration
Presentation: No

PROBLEM/ISSUE STATEMENT

The Mayor is requesting that the City Council confirm appointments for Board and Commission positions that are vacant due to resignations and unfilled vacancies.

ALTERNATIVES ANALYZED

- Council may:
- Confirm the proposed appointments; or
 - Not confirm the appointments.

FINANCIAL IMPACT

The proposed action has no financial impact.

RECOMMENDATION

Mayor Cole recommends that the City Council confirm the appointments to the following boards and commissions:

	Name	Board/Commission	Term	
			Begins	Ends
1	No Applications	Animal Control Board*	06/24/19	12/31/21
2	No Applications	Board of Appeals - Electrical Contractor	06/24/19	12/31/21
3	No Applications	Board of Appeals	06/24/19	12/31/22
4	No Applications	Board of Appeals - Engineer	06/24/19	12/31/22
5	No Applications	Community Development - Lod Mod*	06/24/19	12/31/19
6	No Applications	Community Development - Lod Mod	06/24/19	12/31/22
8	No Applications	Traffic Control Board	06/24/19	12/31/22

* 1 Unexpired term of Jeannette Vieg
* 5 Unexpired term of Rebecca Bey

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Bid Award for Airport Terminal Boiler Replacement Project

PRESENTED BY: Kevin Ploehn, Director of Aviation and Transit

Department: Airport

Presentation: No

PROBLEM/ISSUE STATEMENT

Over the past few heating seasons, one of the Airport Terminal's large steam boilers had a reoccurring issue with a crack in the fire box. The boiler's fire box has been welded a number of times and continues to crack again with each heating season. Staff determined that the cracking problem in the fire box was getting to the point where it did not make sense to continue to keep welding it, so the decision was made to replace that boiler. The work to remove the old boiler and install the new boiler into the basement area of the Terminal is a lengthy process due to the tight fit. This project will need to be started this Summer in order to be ready for the next heating season.

This project was advertised on May 24, 31, and June 7, 2019 in the *Yellowstone County News* and on the City's Website. On June 11, 2019, the City received one bid for this project from Plumb Montana for the price of \$119,000. The Airport's engineering estimate was \$110,000 and the Airport has budgeted \$125,000 for the project.

ALTERNATIVES ANALYZED

City Council may:

- Approve, the sole bid from Plumb Montana for the Boiler Replacement project; or
- Disapprove the sole bid and advise staff on how to proceed.

FINANCIAL IMPACT

The Boiler Replacement project will cost \$119,000 and was budgeted for in the Airport's Capital Replacement fund.

RECOMMENDATION

Staff recommends that the City Council approve and the Mayor execute the sole bid from Plumb Montana for the Boiler Replacement project for the Airport Terminal Building.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/24/2019
TITLE: W.O. 17-19 Lead Service Replacement Project
PRESENTED BY: David Mumford, Public Works Director
Department: Public Works
Presentation: No

PROBLEM/ISSUE STATEMENT

W.O. 17-19: Lead Service Replacement Project, will replace approximately 67 lead services. The project is located on various streets between Broadwater Avenue and Central Avenue. Streets that will have construction are Custer Avenue, Terry Avenue, Miles Avenue, Howard Avenue, and Cook Avenue.

The project was advertised on May 24th, May 31st, and June 6th, in the *Yellowstone County News* and on the City's website. Bids were opened on June 11, 2019, and two responsible bids were received. COP Construction, LLC submitted the lowest responsible bid.

ALTERNATIVES ANALYZED

City Council may:

- Approve the construction contract for W.O. 17-19 Lead Service Replacement Project to COP Construction, LLC, in the amount of \$327,475.00, or;
- Do not approve the construction contract. If the project is not constructed, the City will continue to have lead services in the water system.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Total Bid
COP Construction, LLC	\$327,475.00
Western Municipal Construction	\$447,500.00

Water funds will be used for this project. Adequate funding for this project is available in the approved budget for FY 19.

RECOMMENDATION

Staff recommends that the City Council approve a contract with COP Construction, LLC for W.O. 17-19 Lead Service Replacement Project, in the amount of \$327,475.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Bid Award - W.O. 18-15: Voelker Pump Station Improvements and Staples Generator

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

W.O. 18-15 Voelker Pump Station Improvements and Staples Generator is a project to install a new pump, Variable Frequency Drive (VFD), motor control cabinet, piping and valves, and a flow meter to the Voelker Pump Station and to install a new generator with a concrete base and security wall at Staples Pump Station. It was bid with two schedules. Schedule 1 is Voelker Pump Station Improvements. Schedule 2 is the Staples Pump Station Generator. The project was advertised May 24th, 31st, and June 7th. Bids were opened on June 11th. There were three bids received. Ace Electric submitted the lowest responsible bid for total Schedules 1 & 2.

ALTERNATIVES ANALYZED

The Council may:

- Award W.O. 18-15: Voelker Pump Station Improvements and Staples Generator Schedules 1 and 2 to Ace Electric, in the amount of \$871,000; or
- Do not award a contract and reject all bids. If the contract is not awarded Voelker will not have pumping capacity for increasing demand and Staples will not have backup power.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Total Bid Schedules 1 & 2
Ace Electric	\$871,000
Western Municipal	\$999,900
COP Construction	\$1,027,000

The funding source is water funds budgeted in FY 19.

RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 18-15 Voelker Pump Station Improvements and Staples Generator Schedules 1 and 2 to Ace Electric in the amount of \$871,000.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: W.O. 19-01 Schedule 3, Southside Triangle Water Line Replacement

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

W.O. 19-01: Schedule 3, Southside Triangle Water Line Replacement, will replace approximately 8,600 feet of 8-inch and 3,700 feet of 12-inch diameter water main. The project will take place on various streets in the vicinity of South Park. The area is generally bound by 1st Ave South, North 27th Street, and State Avenue. Streets that will have construction are South 28th Street, South 29th Street, South 30th Street, South 32nd Street, South 36th Street, 4th Avenue South, and 6th Avenue South. Included with the project are approximately 75 lead services that will be replaced.

The project was advertised on May 24th, May 31st, and June 6th, in the *Yellowstone County News* and on the City's website. Bids were opened on June 11, 2019, and three bids were received. Western Municipal Construction submitted the lowest responsible bid.

KLE Construction submitted a bid that was determined to not meet the minimum qualifications as required by the contract documents. Contract specifications required the contractor to have experience performing utility rehabilitation projects of similar size utilizing the Montana Public Works Specifications and to submit written evidence detailing their experience. KLE Construction's submitted qualifications did not show completed projects of similar size and comparable nature to meet the required qualifications.

ALTERNATIVES ANALYZED

City Council may:

- Approve the construction contract for W.O. 19-01: Schedule 3, Southside Triangle Water Line Replacement to Western Municipal Construction, in the amount of \$3,324,427.00, or;
- Do not approve the construction contract. If the project is not constructed, the City's system will continue to experience ongoing maintenance problems such as more frequently occurring water line breaks in this area. Future repair costs and property damage claims can be minimized by completing this project.

FINANCIAL IMPACT

The following bids were received and evaluated:

Contractor	Total Bid
Western Municipal Construction	\$3,324,427.00
COP Construction, LLC	\$3,331,458.00
<i>KLE Construction, LLC*</i>	<i>\$2,515,000.00*</i>

* KLE Construction, LLC did not meet the minimum qualifications as set forth in the contract.

Water funds will be used for this project. Adequate funding for this project is available in the approved budget for FY 19.

RECOMMENDATION

Staff recommends that the City Council approve a contract with Western Municipal Construction for W.O. 19-01: Schedule 3, Southside Triangle Water Line Replacement, in the amount of \$3,324,427.00.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/24/2019
TITLE: Landfill Use Agreements
PRESENTED BY: David Mumford, Public Works Director
Department: Public Works
Presentation: No

PROBLEM/ISSUE STATEMENT

The Billings Regional Landfill currently accepts waste from adjoining counties and cities and towns within those counties, as well as from limited areas in Wyoming. This has been accomplished with agreements with cities, counties, and private haulers that are responsible for hauling the waste. The agreements with private haulers require that they obtain preapproval from the Public Works Department for the service area that the private hauler will haul from. Landfill use agreements are in effect for the City of Laurel, the City of Powell, Wyoming, MacKenzie Disposal, Inc., Republic Services of Montana, Stillwater County, Two Tough Guy Services LLC, and Yellowstone County. The agreement with Yellowstone County is a one-year agreement and charges Yellowstone County for the estimated tonnage of self-haul residential waste. All other landfill use agreements are for a term of five years with the option to terminate upon 60 days written notice.

The current landfill agreements expire on June 30, 2019 and staff recommends the new agreements to be approved effective July 1, 2019.

ALTERNATIVES ANALYZED

The City Council may:

- approve the landfill agreements
- not approve the landfill agreements. If Council does not approve the agreements, other towns and counties will not be allowed to use the City of Billings Landfill, resulting in a significant loss of revenue for the solid waste fund.

FINANCIAL IMPACT

The landfill agreements will generate approximately \$3,600,000 in revenue for the solid waste fund in fiscal year 2020, as well as approximately \$13,000 in out-of-state surcharge fees for the general fund.

RECOMMENDATION

Staff recommends the City Council approve the one-year landfill agreement with Yellowstone County and the five-year landfill agreements with the City of Laurel, the City of Powell, MacKenzie Disposal, Republic Services, Stillwater County, and Two Tough Guys Services.

APPROVED BY CITY ADMINISTRATOR

Attachments

Yellowstone County

City of Laurel

City of Powell

MacKenzie Disposal

Republic Services

Stillwater County

Two Tough Guy Services



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of June 2019, by and between the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY" and the YELLOWSTONE COUNTY SOLID WASTE DISPOSAL DISTRICT, hereinafter referred to as "DISTRICT."

WITNESSETH:

WHEREAS, the DISTRICT and its residents are desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the DISTRICT and its residents use of its landfill facilities during normal published operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **DEFINITIONS**

- a. **Landfill** – The term "Landfill" shall mean the Billings Regional Landfill situated in Yellowstone County, owned and operated by the City of Billings.
 - b. **Other Waste** – The term "other waste" shall mean construction and demolition refuse, dead animals, non-processed tires, asbestos, and special waste such as contaminated soil, sludges, and treated timbers.
 - c. **Refuse** – The term "refuse" shall mean all approved and permitted wastes that lawfully may be disposed of in the Landfill.
 - d. **Residential Municipal Solid Waste** – The term "residential municipal solid waste" shall mean any refuse not falling under the definition of "Other Waste" and generated from or at a property used as a residential dwelling.
2. **TERM.** The term of this AGREEMENT shall be from July 1, 2019 through June 30, 2020. Either party may terminate this AGREEMENT at any time with or without cause, upon six months written notice to the other party. In the event of such termination, a pro rata payment shall be paid or refunded, depending on the termination date.
3. **USE OF FACILITIES.** The CITY will permit the DISTRICT and its residents to use its landfill facility for disposal of refuse generated within the area of the DISTRICT at such times as said landfill shall be open for disposal of refuse. The DISTRICT agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
4. **PAYMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE.** For the period from July 1, 2019 through June 30, 2020, the DISTRICT agrees to pay the CITY the sum of two hundred seventeen thousand six hundred fifty dollars (\$217,650.00) for residential municipal solid waste hauled by District residents from their primary residence. One half of this amount shall be paid semi-annually on or before July 1, 2019 and January 1, 2020.

DISTRICT residents will not be charged at the Landfill for residential municipal solid waste hauled by residential users for loads less than 1.5 yards or 700 pounds, but will be charged for other waste of any volume or weight.

5. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.



Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

By _____
WILLIAM A. COLE, MAYOR

DENIS PITMAN, Chairman

JOHN OSTLUND, Member

APPROVED AS TO FORM:

DON JONES, Member

By _____
BRENT BROOKS, CITY Attorney



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of June 2019, by and between the CITY OF LAUREL, MONTANA, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **TERM.** The term of this AGREEMENT shall be for a five year period from the commencement date of July 1, 2019 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste, except industrial wastes, hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, now existing or revised, including franchise fees, surcharges, and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** Only solid waste generated within the political jurisdiction of the City of Laurel, Montana can be disposed of in the City of Billings landfill.
6. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.



Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

- 7. **ASSIGNABILITY**. Assignment of this Agreement by either party is prohibited.
- 8. **NOTICES**. All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS
PUBLIC WORKS ADMINISTRATION
2224 Montana Avenue
Billings, MT 59101

AGENCY
CITY OF LAUREL
Clerk-Treasurer
P.O. Box 10
Laurel, MT 59044

- 9. **INSURANCE**. AGENCY shall maintain in good standing the insurance described in this Section. Before rendering any services under this AGREEMENT, the AGENCY shall furnish the CITY with proof of insurance in accordance with this Section.

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

- 1. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 2. Commercial automobile liability -- \$1,500,000 per accident.

- 10. **MODIFICATIONS**. This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

City of Laurel
AGENCY (Print Name Above)

By _____
WILIAM A. COLE, MAYOR

By _____
Print Name _____
Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of June 2019, by and between the CITY OF POWELL, WYOMING, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **TERM.** The term of this AGREEMENT shall be for a five year period from the commencement date of July 1, 2019 unless terminated by the CITY. The CITY or AGENCY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, now existing or revised, including franchise fees, surcharges, and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** Only solid waste generated within the political jurisdiction of the City of Powell, Wyoming can be disposed of in the City of Billings landfill.
6. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.



Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder. AGENCY does not waive Governmental immunity and specifically retains all immunities and defenses available to it as a sovereign pursuant to Wyoming Statute Section 1-39-101, et seq., and all other Wyoming state law.

- 7. **ASSIGNABILITY**. Assignment of this Agreement by either party is prohibited.
- 8. **NOTICES**. All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS
PUBLIC WORKS ADMINISTRATION
2224 Montana Avenue
Billings, MT 59101

AGENCY
CITY OF POWELL
270 N. Clark Street
Powell, WY 82435

- 9. **INSURANCE**. AGENCY shall maintain in good standing the insurance described in this Section through the AGENCY or through AGENCY's hauling contractor. Before rendering any services under this AGREEMENT, the AGENCY shall furnish the CITY with proof of insurance in accordance with this Section.

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

- 1. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 2. Commercial automobile liability -- \$1,500,000 per accident.

- 10. **MODIFICATIONS**. This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

City of Powell
AGENCY (Print Name Above)

By _____
WILLIAM A. COLE, MAYOR

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of June 2019, by and between MACKENZIE DISPOSAL, INC., hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **TERM.** The term of this AGREEMENT shall be for a five year period from the commencement date of July 1, 2019 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste, except industrial wastes, hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, now existing or revised, including franchise fees, surcharges, and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** At least ten (10) calendar days prior to commencement of this AGREEMENT, the AGENCY must submit a list of locations the AGENCY is requesting to haul from, along with a description of the type of solid waste and estimated annual tonnage for each location to the Public Works Department in writing. The Public Works Department will make final approval in writing of approved locations within seven (7) calendar days of receiving the list from the AGENCY. Only solid waste generated within the approved locations can be disposed of in the City of Billings landfill.

During the term of this AGREEMENT, the AGENCY may request additional service areas in writing by submitting an addendum of the location list to the Public Works Department. The addendum must include locations and description of the type of solid waste and estimated annual tonnage for each location. The Public Works Department will make a decision based on the impact, both short term and long term, that the additional service area is projected to have on the City of Billings landfill. The Public Works Department must respond to the request within thirty (30) calendar days to notify



the AGENCY of approval or denial of the addendum. If the AGENCY is delinquent on a charge account, all addendums for additional service area requests will be denied until the charge account is paid in full.

If at any time during the term of the AGREEMENT the CITY finds it necessary to prohibit waste hauled to the City of Billings landfill from a previously allowed location, the CITY will provide a minimum of thirty (30) days written notice to the AGENCY.

- 6. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

- 7. **ASSIGNABILITY.** Assignment of this Agreement by either party is prohibited.
- 8. **NOTICES.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS
PUBLIC WORKS ADMINISTRATION
2224 Montana Avenue
Billings, MT 59101

AGENCY
MacKenzie Disposal, Inc
P.O. Box 1116
Billings, MT 59103

- 9. **INSURANCE.** AGENCY shall maintain in good standing the insurance described in this Section. Before rendering any services under this AGREEMENT, the AGENCY shall furnish the CITY with proof of insurance in accordance with this Section.

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

- 1. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 2. Commercial automobile liability -- \$1,500,000 per accident.

- 10. **MODIFICATIONS.** This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

MacKenzie Disposal, Inc.
AGENCY (Print Name Above)

By _____
WILLIAM A. COLE, MAYOR

By _____
Print Name _____

Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of June 2019, by and between REPUBLIC SERVICES OF MONTANA, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **TERM.** The term of this AGREEMENT shall be for a five year period from the commencement date of July 1, 2019 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon sixty (60) days written notice to the AGENCY.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, now existing or revised, including franchise fees, surcharges, and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** At least ten (10) calendar days prior to commencement of this AGREEMENT, the AGENCY must submit a list of locations the AGENCY is requesting to haul from, along with a description of the type of solid waste and estimated annual tonnage for each location to the Public Works Department in writing. The Public Works Department will make final approval in writing of approved locations within seven (7) calendar days of receiving the list from the AGENCY. Only solid waste generated within the approved locations can be disposed of in the City of Billings landfill.

During the term of this AGREEMENT, the AGENCY may request additional service areas in writing by submitting an addendum of the location list to the Public Works Department. The addendum must include locations and description of the type of solid waste and estimated annual tonnage for each location. The Public Works Department will make a decision based on the impact, both short term and long term, that the additional service area is projected to have on the City of Billings landfill. The Public Works Department must respond to the request within thirty (30) calendar days to notify the AGENCY of approval or denial of the addendum. If the AGENCY is delinquent on a charge



account, all addendums for additional service area requests will be denied until the charge account is paid in full.

If at any time during the term of the AGREEMENT the CITY finds it necessary to prohibit waste hauled to the City of Billings landfill from a previously allowed location, the CITY will provide a minimum of thirty (30) days written notice to the AGENCY.

- 6. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

- 7. **ASSIGNABILITY.** Neither the CITY nor the AGENCY may assign or delegate its rights or obligations pursuant to this AGREEMENT without the prior written consent of the other party. Any assignment or delegation in violation of this section shall be void.
- 8. **NOTICES.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS
PUBLIC WORKS ADMINISTRATION
2224 Montana Avenue
Billings, MT 59101

AGENCY
Republic Services of Montana
Mr. Chad Bauer, General Manager
P.O. Box 8449
Missoula, MT 59807

- 9. **INSURANCE.** AGENCY shall maintain in good standing the insurance described in this Section. Before rendering any services under this AGREEMENT, the AGENCY shall furnish the CITY with proof of insurance in accordance with this Section.

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

- 1. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 2. Commercial automobile liability -- \$1,500,000 per accident.

- 10. **MODIFICATIONS.** This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

Republic Services of Montana

AGENCY (Print Name Above)

By _____
WILLIAM A. COLE, MAYOR

By _____
Print Name _____
Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of June 2019, by and between the STILLWATER COUNTY, MONTANA, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **TERM.** The term of this AGREEMENT shall be for a five year period from the commencement date of July 1, 2019 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, now existing or revised, including franchise fees, surcharges, and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** Only solid waste generated within the political jurisdiction of Stillwater County, Montana, can be disposed of in the City of Billings landfill.
6. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.



Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

- 7. **ASSIGNABILITY.** Assignment of this Agreement by either party is prohibited.
- 8. **NOTICES.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS
PUBLIC WORKS ADMINISTRATION
2224 Montana Avenue
Billings, MT 59101

AGENCY
STILLWATER COUNTY
Solid Waste Supervisor
P.O. Box 117
Columbus, MT 59019

- 9. **INSURANCE.** AGENCY shall maintain in good standing the insurance described in this Section. Before rendering any services under this AGREEMENT, the AGENCY shall furnish the CITY with proof of insurance in accordance with this Section.

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

- 1. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 2. Commercial automobile liability -- \$1,500,000 per accident.

- 10. **MODIFICATIONS.** This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

Stillwater County
AGENCY (Print Name Above)

By _____
WILLIAM A. COLE, MAYOR

By _____
Print Name _____
Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney

By _____
Print Name _____
Print Title _____

By _____
Print Name _____
Print Title _____



LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of June 2014, by and between TWO TOUGH GUY SERVICES, LLC, hereinafter referred to as "AGENCY" and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the AGENCY is desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the AGENCY use of its landfill facilities during normal published operating times.

NOW THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **TERM.** The term of this AGREEMENT shall be for a five year period from the commencement date of July 1, 2019 unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the AGENCY.
2. **USE OF FACILITIES.** The CITY will permit the disposal of solid waste, except industrial wastes, hauled by the AGENCY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste. No liquid waste or hazardous waste as defined by the Environmental Protection Agency and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal. AGENCY agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.
3. **PAYMENT.** The AGENCY agrees to pay the CITY all established rates, charges, and fees of the CITY, now existing or revised, including franchise fees, surcharges, and late payment fees as specified in the CITY's adopted schedule of rates and fees for the use of said landfill facilities.
4. **CHARGE ACCOUNTS AND PAYMENT TERMS.** Terms of payment for services provided under this AGREEMENT are "Net 30 Days" of the monthly invoice date with all charges becoming delinquent and subject to finance fees from the due date until paid in full. Finance charges will be assessed at the rate specified in the CITY's adopted schedule of rates and fees.

The CITY and the AGENCY mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days past due. No future landfill services will be made on charge until the past due balance is paid in full.

The AGENCY shall pay to the CITY all attorney or collection agency fees incurred by the CITY related to non-payment for charges provided under this Agreement. The CITY agrees to give written notice to the AGENCY indicating any action to be taken.

5. **SERVICE AREA.** At least ten (10) calendar days prior to commencement of this AGREEMENT, the AGENCY must submit a list of locations the AGENCY is requesting to haul from, along with a description of the type of solid waste and estimated annual tonnage for each location to the Public Works Department in writing. The Public Works Department will make final approval in writing of approved locations within seven (7) calendar days of receiving the list from the AGENCY. Only solid waste generated within the approved locations can be disposed of in the City of Billings landfill.

During the term of this AGREEMENT, the AGENCY may request additional service areas in writing by submitting an addendum of the location list to the Public Works Department. The addendum must include locations and description of the type of solid waste and estimated annual tonnage for each location. The Public Works Department will make a decision based on the impact, both short term and long term, that the additional service area is projected to have on the City of Billings landfill. The Public Works Department must respond to the request within thirty (30) calendar days to notify



the AGENCY of approval or denial of the addendum. If the AGENCY is delinquent on a charge account, all addendums for additional service area requests will be denied until the charge account is paid in full.

If at any time during the term of the AGREEMENT the CITY finds it necessary to prohibit waste hauled to the City of Billings landfill from a previously allowed location, the CITY will provide a minimum of thirty (30) days written notice to the AGENCY.

- 6. **INDEMNITY.** Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

- 7. **ASSIGNABILITY.** Assignment of this Agreement by either party is prohibited.
- 8. **NOTICES.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CITY OF BILLINGS
PUBLIC WORKS ADMINISTRATION
2224 Montana Avenue
Billings, MT 59101

AGENCY
Two Tough Guy Services, LLC
Mr. Otto Goldbach
P.O. Box 2871
Cody, WY 82414

- 9. **INSURANCE.** AGENCY shall maintain in good standing the insurance described in this Section. Before rendering any services under this AGREEMENT, the AGENCY shall furnish the CITY with proof of insurance in accordance with this Section.

The AGENCY shall provide the following insurance and list the CITY as an additional insured:

- 1. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- 2. Commercial automobile liability -- \$1,500,000 per accident.

- 10. **MODIFICATIONS.** This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

Two Tough Guy Services, LLC
AGENCY (Print Name Above)

By _____
WILLIAM A. COLE, MAYOR

By _____
Print Name _____
Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: W.O. 19-31, Water Reclamation Facility UV Equipment Procurement

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

City Council will consider awarding a purchase agreement to Trojan Technologies in the amount of \$375,400.00 to acquire ultraviolet (UV) disinfection equipment to be installed under a separate contract in fall/winter 2019 for capacity expansion at the Water Reclamation Facility (WRF). The equipment would be installed in an existing spare channel that was designed and constructed under a previous project to fit the exact dimensions of the requested equipment. The City is already using identical equipment at the WRF to disinfect plant effluent in two other channels, and the new equipment must function under the same system control center and hydraulics system center as the other equipment. As a result, staff is requesting sole sourcing the equipment purchase.

The purchase agreement includes supplying all the equipment, parts and documentation, as well as performing the (re)programming, start-up, instruction, and testing described in the Scope of Supply and Specifications included with the purchase agreement.

ALTERNATIVES ANALYZED

City Council may:

- Approve award of the procurement contract to Trojan Technologies, or;
- Disapprove award of the procurement contract. If the equipment is not procured, expansion of the WRF's capacity to perform required disinfection of wastewater disinfection prior to discharge to the Yellowstone River will be delayed, resulting in a less robust treatment process.

FINANCIAL IMPACT

The following price was received on June 6, 2019, for W.O. 19-31, WRF UV Equipment Procurement:

Supplier	Price
Trojan Technologies	\$375,400.00

The funding source for this project is wastewater funds.

RECOMMENDATION

Staff recommends that the City Council award a purchase agreement for the W.O. 19-31, WRF UV Equipment Procurement to Trojan Technologies in the amount of \$375,400.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO1931 Purchase Agreement



PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “City,” and, **Trojan Technologies Group, ULC**, hereinafter referred to as “Seller.”

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. **PRODUCT PURCHASED:** Seller agrees to sell and City agrees to purchase the goods (“Product”) as described below and per written City’s specifications and Seller’s proposal attached hereto as Exhibit “A,” inclusive of Seller’s terms and conditions of sale. In the event of conflict between this Agreement and Seller’s terms, this Agreement shall take precedence. The Product being purchased consists of:

<u>Item</u>	<u>Price</u>
Ultraviolet Disinfection Equipment	\$375,400.00
Trojan System UV3000Plus	

2. **Price:** The City agrees to pay Three Hundred Seventy Five Thousand Four Hundred and No/100 Dollars (\$375,400.00) as the purchase price. All prices are inclusive of any applicable local, state or federal taxes that may be applied to the product to be purchased. The purchase price is free on board at the place of delivery and Seller may not impose any additional, shipping, delivery or storage charges.

3. **Delivery and Payment:** Seller agrees to deliver the above-described goods or product to City by December 31, 2019 unless otherwise provided in this Agreement. Delivery will occur at **City of Billings, MT Water Reclamation Facility** or at a place otherwise selected by City. Upon delivery, City may inspect the goods or product to ensure that it meets City specifications, and Seller may obtain specifications from City upon request. If the Product meets City specifications, City shall tender the purchase price stated above to Seller through the City’s normal claim process.

4. **Specifications:** Seller agrees that this Product complies with the City’s specifications provided to Seller and with the Seller’s proposal thereto as accepted by the City. Unless otherwise agreed to by the City, the City’s specifications govern and control in the event of inconsistencies with the Seller’s response to the same.



5. **Indemnity, Insurance and Bonds:** Seller agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of Seller or its agents or employees. **For this purpose, Contractor shall provide City with proof of both Commercial General liability and automobile insurance each issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.5 million per occurrence. The City shall be named as an additional insured on all policies other than professional liability and worker's comp. The insurance must be in a form suitable to City.**

Seller shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount.

Limitation on Liability: The total liability of Seller and its subsidiaries, affiliates, employees, directors, officers and agents arising out of performance, nonperformance, or obligations in connection with the design, manufacture, sale, delivery, and/or use of goods and/or services in no circumstance includes an liquidated, penalty, incidental or consequential damages of an kind, nor exceed the total amount of compensation actually paid to Seller under the Agreement, except only in the case of damages arising due to Seller's willful misconduct.

6. **Nondiscrimination:** Seller agrees that all hiring by Seller of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

7. **Default and Termination:** If Seller fails to deliver the goods or product as set forth in Paragraphs 2 and 3 above, or violates any provision of this Agreement, or if the goods or product fails to meet City's specifications, City may, at its option, declare the Seller in default and immediately cancel and rescind this Agreement. Thereafter, City may procure substitute goods or product to replace the goods or product described herein. In such event, Seller is liable to City for the difference between the price set forth herein and the price paid by City for replacement goods or product. Additionally, the City may pursue any other remedy it has at law or in equity.



8. **Warranty:** Warranty shall be per Specification Section 46 66 11 as further defined by Seller’s proposal. Seller expressly disclaims any remedies of “cover” and any warranties implied by law, including but not limited to any warranty of merchantability or fitness for a particular purpose. All equipment warranties set forth herein (and any related guarantees, performance bonds, and the like shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with Trojan recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

9. **Assignment:** Seller may not assign this Agreement or any of its rights hereunder without the express written consent of City.

10. **Entire Agreement:** This Agreement, including its appendices, if any, is the entire understanding between the parties relating to the subject matter contained herein. No agent or representative of either party has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this agreement, including the appendices, must be in writing and signed by an authorized representative of each of the parties hereto.

11. **Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

SELLER (Print Business Name Above)

By _____
WILLIAM A. COLE
MAYOR

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM

By _____
BRENT BROOKS, City Attorney

Terms and Conditions Covering All Trojan Sales

1. CONSTRUCTION AND LEGAL EFFECT

The sale by Trojan Technologies ("Trojan") to the purchaser ("Customer") of the goods, products, equipment (individually or collectively the "Equipment") and/or the services (the "Services") listed in any quotation, proposal, bid, scope of supply, and /or similar document, as may be amended by any applicable change agreed by Trojan (individually or collectively the "Quotation") will be solely upon the terms and conditions set out herein. These terms and conditions shall supercede all prior agreements and communications, written or oral, with respect to such sale.

Any purchase order shall not be effective until accepted by Trojan, and any additional or different terms and conditions contained in any purchase order, order acknowledgement or other communication of the Customer, and any waiver or modification of any terms and conditions set out herein, shall be deemed objected to without effect and will not be binding on Trojan unless specifically consented to in writing by an authorized representative of Trojan. A purchase order accepted by Trojan shall constitute an agreement between Trojan and the Customer, the terms and conditions of which are set out herein. The receipt of these terms by a Customer following a purchase order not in response to, or inconsistent with, a Quotation, shall be deemed a notification of objection to all inconsistent terms in that purchase order.

2. EQUIPMENT AND SERVICES SUPPLIED

Trojan will supply only the specific Equipment and Services specifically listed in the Quotation. Trojan assumes no responsibility to supply other equipment or services.

3. PRICES AND EXPIRATION

Prices for the Equipment and Services are as specified in the Quotation. If Trojan's delivery of Equipment and/or Services surpasses one (1) year in length, then at least on an annual basis, or if changes to the Equipment or Services are requested or needed, the parties shall conduct good faith discussions regarding changes to the prices for the Equipment and/or Services, to reflect Trojan's increased costs for which Supplier shall be entitled to additional fair and appropriate compensation. Installation, maintenance and any other services which relate to the Equipment are not included unless specifically provided for in the Quotation. The amount of any present or future excise, sales, use, value-added or similar tax, duty or other governmental charge applicable to the production, sale, shipment or use of Equipment or Services will be the responsibility of Customer and will be in addition to the prices set out in the Quotation. Any Quotation is valid for ninety (90) days from issuance, unless specifically consented to in writing by an authorized representative of Trojan.

4. PAYMENT

4.1 Customer shall pay all invoiced amounts due to Trojan within 30 days from the date of Trojan's invoice. Late payments are subject to subject to a monthly late payment assessment of up to 1.5% of the outstanding balance per month. Notwithstanding the foregoing, if Trojan believes timely payments from Customer will not follow, and/or if the level of costs incurred by Trojan for custom work or pass-through items is high, and/or if lead times are long, as determined by Trojan in its sole discretion, then Trojan may require payment on different terms, including but not limited to prepayment in full. For the avoidance of doubt, the final 5% of the purchase price is due no later than 30 days following the Acceptance Date, regardless of any delays in start-up of the Equipment.

4.2 Where the Customer is responsible for any delay in shipment by Trojan, the date on which the Equipment is ready for shipment by Trojan may be treated by it as the Delivery Date for purposes of determining the time of payment of the purchase price. In such event, the Equipment ready for shipment shall be held at the cost of the Customer and the Customer will be responsible for reasonable storage and insurance expenses with respect to such Equipment.

4.3 Customer and Trojan both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Customer must

verbally confirm any new or changed wire transfer instructions by calling Trojan and speaking with Trojan's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

5. DELIVERY TERMS, PACKAGING, SHIPPING, SITE STORAGE AND HANDLING

Unless otherwise specified in writing by the Customer and consented to in writing by an authorized representative of Trojan, terms of Equipment delivery shall be "Ex Works" at the point of shipment, and:

- (a) Equipment will be boxed or crated as determined appropriate by Trojan for protection against normal handling and there will be an extra charge to the Customer for additional packaging required by the Customer with respect to waterproofing or other added protection,
- (b) the manner and routing of shipments will be at Trojan's discretion,
- (c) responsibility for payment of shipping costs to the project site will be as specified in the Quotation,
- (d) any insurance to be arranged with respect to shipping of the Equipment will be as specified in the Quotation,
- (e) delivery of Equipment to the initial carrier will constitute delivery and title passing to the Customer and Equipment will be shipped at the Customer's risk; any claim of the Customer for loss or damage in transit must be placed with the carrier and pursued by the Customer, and
- (f) Customer has sole responsibility for off-loading, storage and handling of the Equipment at the site.

6. DELIVERY

6.1 Trojan's quotation will provide a firm date for delivery of the Equipment (the "Delivery Date") which Trojan will then use to establish the production schedule for the Equipment. The Delivery Date will then be binding on the Customer except for any changes agreed in writing between Trojan and Customer.

7. CANCELLATION AND RETURN OF EQUIPMENT

The whole or any part of this order for the Equipment may be cancelled only with the prior written consent of Trojan. If Trojan does consent to a cancellation, such consent will be given only upon payment of reasonable cancellation charges in an amount determined by Trojan. In addition, with respect to any Equipment which is returned on a cancellation consented to by Trojan, the Customer will pay Trojan's cost of placing the returned Equipment in a saleable condition, sales expenses incurred by Trojan in connection with such returned Equipment, a reasonable restocking charge and freight costs incurred in connection with the original shipment and in connection with returning such Equipment to Trojan, all in such amounts as are advised to the Customer by Trojan.

8. ACCEPTANCE

Customer shall have no longer than thirty (30) days following receipt of a shipment of Equipment to inspect the Equipment. Customer may reject Equipment, in whole or in part, where the inspection reveals the Products are damaged, or are materially defective in workmanship or material. If Customer fails to timely reject Equipment or places the Equipment into operational use, the Products shall be deemed accepted.

9. START-UP

9.1 For Equipment requiring start-up in the quotation, Trojan may request the Customer to provide a firm date for start-up of the Equipment (the "Start-Up Date"). Trojan may then schedule its technician to be on-site for the Start-up Date. The Start-up Date is binding except for any changes made as agreed between Customer and Trojan.

9.2 On the Start-up Date, Customer must have the Equipment and site ready, and must have paid all amounts then due and payable to Trojan.

9.3 Customer is the operator and in full control of its premises, including those areas where Trojan employees or contractors are performing service, repair and maintenance activities. Customer will ensure that all necessary

measures are taken for safety and security of working conditions, sites and installations during the performance of Services. Customer is the generator of any resulting wastes, including without limitation hazardous wastes. Customer is solely responsible to arrange for the disposal of any wastes at its own expense. Customer will, at its own expense, provide Trojan employees and contractors working on Customer's premises with all information and training required under applicable safety compliance regulations and Customer's policies. If Customer requires Trojan employees or contractors to attend safety or compliance training programs provided by Customer, Customer will pay Trojan the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Trojan and does not serve to alter, amend, limit or supersede any part of this Contract.

10. EXCUSABLE DELAYS

Trojan shall not be liable for any failure to meet the Delivery Date or the Start-up Date and/or meet any other obligations hereunder if such failure is due to reason(s) beyond Trojan's reasonable control including, without limitation, acts or omissions of carriers, labour difficulties, shortages, strikes or work stoppages of any type, fire, accident, explosion, flood, defaults or delays of suppliers, governmental acts or omissions, acts of God, acts of civil or military authorities, incomplete or inaccurate information supplied by Customer or any other cause beyond Trojan's reasonable control. In any such event, the Delivery Date and Start-up Date and/or other obligation due date shall be extended on a day for day basis to the extent of such delay.

11. WARRANTY

11.1 Trojan warrants the Equipment in accordance with its then-current warranty covering the specific Equipment ordered, generally under which Trojan warrants to the Customer that during the period ending 18 months after the Delivery Date or 12 months after the Start-up Date, whichever occurs first, Equipment which is manufactured by Trojan will be free from defects in material and workmanship and will function in accordance with the specifications specified in the Quotation.

11.2 This warranty shall not apply to any failure or defect which results from the Equipment not being operated and maintained in strict accordance with instructions specified in Trojan's Operation and Maintenance manual or which results from mishandling, misuse, neglect, improper storage, improper operation of the Equipment with other equipment furnished by the Customer or by other third parties or from defects in designs or specifications furnished by or on behalf of the Customer by a person other than Trojan. In addition, this warranty shall not apply to Equipment that has been altered or repaired after start-up by any one except:

- (a) authorized representatives of Trojan, or
- (b) Customer acting under specific instructions from Trojan.

All Equipment warranties set forth herein (and any related guarantees, performance bonds, and the like) shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Trojan recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

11.3 Customer must notify Trojan in writing within 5 days of the date of any Equipment failure. This notification shall include a description of the problem, a copy of the operator's log, a copy of the Customer's maintenance record and any analytical results detailing the problem. If Customer has not maintained the operator's log and maintenance record in the manner directed in the Operation and Maintenance manual, or does not notify Trojan of the problem as specified above, this warranty may, in Trojan's discretion, be invalid.

11.4 Customer will fully cooperate with Trojan, in the manner requested by Trojan, in attempting to diagnose and resolve the problem by way of telephone support. If the problem can be diagnosed by telephone support

and a replacement part is required, Trojan will either, at Trojan's expense, ship a repaired, reworked or new part to the Customer who will install such part as directed by Trojan or will direct Customer to acquire, at Trojan's expense, such part from a third party and then install such part as directed by Trojan.

11.5 If Trojan determines that the problem cannot be resolved by way of telephone support and/or shipment by Trojan, or acquisition by the Customer, of a replacement part for installation by the Customer, Trojan will send one or more persons to make an on-site inspection of the problem. If an on-site visit is made, Trojan personnel will evaluate the problem and repair or replace any Equipment determined to be in breach of this warranty. If the problem is not attributable to a breach of this warranty, Trojan reserves the right to invoice the Customer for this service.

11.6 Components of the Equipment which are manufactured by a third party but furnished to Customer by Trojan are warranted by the original manufacturer, only to the extent of the original manufacturer's warranty, and are not covered by this warranty.

11.7 This warranty is the exclusive remedy of the Customer for all claims based on a failure of or defect in the Equipment, whether the claim is based on contract (including fundamental breach), tort (including negligence), strict liability or otherwise. This warranty is lieu of all other warranties whether written, oral, implied or statutory. Trojan expressly disclaims any remedies of "cover" and any warranties implied by law, including but not limited to any warranty of merchantability or fitness for a particular purpose.

11.8 Lamp and lamp driver warranties, and obligations of Trojan concerning lamp replacements, are set out in separate lamp and lamp driver warranty documents.

12. LIMITATIONS OF LIABILITY

12.1 Trojan does not assume any liability for monetary damages, personal injury or property damage caused by use or misuse of the Equipment. Trojan has no responsibility for the supervision or actions of Customer's employees or contractors or for non-Trojan items (e.g., chemicals, equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under Supplier's control. Trojan shall not in any event be liable for liquidated, penalty, special, incidental, indirect or consequential damages including, without limitation, lost profits, lost business opportunities, lost revenue or loss or depreciation of goodwill, even if it has been advised of the possibility thereof. Trojan's liability shall, in all instances, be limited to repair or replacement of Equipment in breach of the above warranty and shall not exceed the cost of such repair or replacement. This liability with respect to repair or replacement will terminate upon the expiration date of the above warranty.

12.2 In addition to the foregoing, in no event shall Trojan's liability exceed that portion of the purchase price actually paid to it.

12.3 This limitation of liability shall survive any termination of any agreement based on its Quotation.

13. COMPLIANCE AND OTHER OBLIGATIONS

Trojan shall not be responsible for verifying that any agreement and/or the supply of Equipment and Services, is in compliance with all applicable laws, ordinances, regulations, codes and orders. If the Customer fails to notify Trojan in writing that the agreement or such supply is not in compliance with any applicable law, ordinance, regulation, code or order, the Customer shall be responsible for and hereby agrees to indemnify Trojan against all claims, demands, losses, liabilities, costs and expenses incurred by it as a result of such non-compliance. Unless otherwise expressly agreed, Customer is responsible for obtaining any required export or import licenses necessary for Equipment delivery. Customer will comply with all laws and regulations applicable to the installation or use of all Equipment, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export or import licenses in

connection with any subsequent export, re-export, transfer and use of all Equipment and technology delivered hereunder. Customer will not sell, transfer, export or re-export any Trojan Equipment or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Trojan Equipment or technology in any facility which engages in activities relating to such weapons. Customer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Customer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Customer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Customer or for Trojan, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Customer's activities related to this Contract. Trojan asks Customer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-andcompliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal. Customer is not an agent or representative of Trojan businesses and will not present itself as such under any circumstance unless and to the extent it has been formally screened by Trojan compliance department and received a separate duly-authorized letter from Trojan Technologies setting forth the scope and limitations of such authorization.

14. INSPECTION

Inspection of Equipment by the Customer or its representative at Trojan's plant may be permitted provided that it is conducted under principles of confidentiality and does not unduly interfere with Trojan's production workflow and that complete details of the desired inspection are provided to Trojan in writing with sufficient advance notice.

15. PATENT INDEMNIFICATION

15.1 Trojan will not be liable with respect to any claim of patent or other intellectual property infringement made regarding any Equipment unless such claim is based on an assertion that Equipment manufactured by Trojan, in the form in which such Equipment is supplied to the Customer, infringes any United States or Canadian patent. Trojan's obligations hereunder shall not apply to Equipment modified, or used in an unauthorized manner, by the Customer or to the extent that infringement arises as a result of combining the Equipment with any other equipment, whether or not supplied by Trojan. Subject to the foregoing, provided that the Customer notifies Trojan promptly in writing of any such claim of infringement and authorizes Trojan to exercise sole control over the defence and/or settlement of any such claim, Trojan will indemnify the Customer against the reasonable expenses of defending such claim as well as any resulting damages finally awarded against Customer or agreed to in any settlement but only up to a maximum amount not exceeding the purchase price actually paid to Trojan for the allegedly infringing Equipment.

15.2 If an injunction is obtained against the further use of allegedly infringing Equipment, Trojan shall, at its option and expense, use its reasonable efforts to:

- (a) procure for the Customer the right to continue using the Equipment,
- (b) modify the Equipment so that it is no longer infringing,
- (c) replace the allegedly infringing Equipment with non-infringing Equipment, or

(d) refund the purchase price paid to Trojan for the Equipment, less reasonable depreciation as determined by Trojan.

15.3 The foregoing provisions constitute Trojan's sole responsibility and liability, and the Customer's sole remedy, with respect to actual or alleged infringement of patents or other intellectual property.

15.4 The Customer hereby agrees to indemnify Trojan against all claims relating to or resulting from any actual or alleged patent infringement by Trojan which arises out of the manufacture and/or supply by Trojan of Equipment manufactured according to a design and/or specifications furnished to Trojan by the Customer or on behalf of the Customer by a person other than Trojan.

16. SPECIAL TOOLS, DIES, JIGS, FIXTURES AND PATTERNS

Any tools, dies, jigs, fixtures, patterns and similar items which are included or required in connection with the manufacture and/or supply of the Equipment will remain the property of Trojan without credit to the Customer. Trojan assumes the cost for maintenance and replacement of such items and shall have the right to discard and scrap any such item after it has been inactive for a minimum of one year, without credit to the Customer.

17. INTELLECTUAL PROPERTY & SOFTWARE.

All Trojan contributions to the Equipment and Services, the results of the Services, and any other work Equipment designed or provided by Trojan hereunder may contain or result in statutory and non-statutory Intellectual Property, including but not limited to patentable subject matter or trade secrets; and all such Intellectual Property remains the sole property of Trojan; and Customer shall not disclose (except to the extent inherently necessary during any resale of Equipment sold hereunder), disassemble, decompile, or otherwise reverse engineer said contributions, or any results of the Services, or any work Equipment, or otherwise attempt to learn the underlying processes, source code, structure, algorithms, or ideas.

All licenses to Trojan's separately-provided software Equipment may be subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Trojan grants Customer only a personal, non-exclusive license to access and use the software provided by Trojan with Equipment purchased hereunder solely as necessary for Customer to enjoy the benefit of the Equipment. A portion of the software may contain or consist of open source software, which Customer may use under the terms and conditions of the specific license under which the open source software is distributed. Customer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

18. RECORDS & AUDITS

Unless otherwise specifically agreed in writing by an authorized representative of Trojan, neither the Customer nor any representative of the Customer shall have the right to examine or audit any books, records or accounts of Trojan; or be entitled to, or have control over, any engineering or production prints, drawings or technical data which Trojan, in its sole discretion, considers to be of a confidential nature.

19. ASSIGNMENT

All rights and obligations of Trojan and the Customer will enure to the benefit of and be binding upon their respective successors and permitted assigns. The rights and obligations of Customer hereunder shall not be assignable without the prior written consent of Trojan. All rights and obligations of Trojan may be assigned in whole or in part to any Affiliate or to any person acquiring any assets of Trojan outside the ordinary course of business. An "Affiliate" shall mean any entity which controls, is controlled by or is under common control with Trojan, whether directly or indirectly. Any attempted assignment in violation of the provisions of this section shall be void.

20. CONFIDENTIALITY

20.1 All technical information, specifications, drawings, documentation

and knowhow of every kind and description disclosed by Trojan to the Customer and which is identified by Trojan as confidential shall be deemed to constitute "Confidential Information" of Trojan unless such information:

- (a) becomes part of the public domain through no fault of the Customer,
- (b) is disclosed to the Customer by a third party without breach of any obligation or other restriction,
- (c) is known to the Customer at the time of disclosure and has been documented as such, or
- (d) is required to be disclosed by legal, judicial or administrative proceeding.

20.2 All Confidential Information shall be owned by, and remain the exclusive property of, Trojan.

20.3 All Confidential Information shall be held in confidence by the Customer and, if in any form of physical media, returned by the Customer to Trojan upon request. The Customer shall not:

- (a) reproduce the Confidential Information without the written consent of Trojan, or
- (b) use the Confidential Information for any purpose other than in connection with the operation and maintenance of the Equipment.

20.4 The Customer shall be liable for and shall indemnify Trojan against all claims, demands, liabilities, losses, costs and expenses arising from any failure to comply with the terms hereof relating to Confidential Information. The Customer acknowledges that monetary damages may not be adequate in the event of any such failure to comply and that Trojan shall be entitled to injunctive relief in the event of any such non-compliance.

21. GOVERNING LAW

All issues relating to the construction, validity, interpretation, enforcement and performance of this agreement and the rights and obligations of Trojan and the Customer hereunder shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any provisions of the *International Sale of Goods Act* or any convention on contracts for the international sale of goods shall not be applicable to this agreement. The parties submit to and consent to the non-exclusive jurisdiction of courts located in the Province of Ontario.

22. MODIFICATION/WAIVER

These terms incorporate and/or replace all prior terms whether oral or written, and may not be changed by either party except by a writing signed by both parties. The failure by Trojan to enforce at any time any of the provisions of this contract, or to exercise any election or option provided herein, shall in no way be construed as a waiver of such provision or option, nor in any way affect the validity of this contract (or any part hereof), or the right of Trojan thereafter to enforce each and every such provision. If any provision hereof is held by a court of competent jurisdiction to be unenforceable the remaining terms and provisions shall be unaffected and remain in full force and effect.

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Additional Terms and Conditions Covering Trojan Sales of Configured-to-Order Projects and Systems

In addition to all terms and conditions above, the following Sections 104, 106, 108, and 109 apply to Trojan sales of Configured-to-Order Projects, Systems, and the like:

104. PAYMENT

Unless otherwise noted in the Quotation, 10% of the purchase price for the Equipment is due 30 days after approval of engineering submittals, 85% of the purchase price is due 30 days after the Delivery Date (as defined below) and 5% of the purchase price is due 30 days after the Acceptance Date (as defined below), provided that if the Start-Up Date is less than 30 days after the Acceptance Date, 90% of the purchase price is due on or before the Start-Up Date.

106. DELIVERY

106.1 Trojan will request the Customer to provide a firm date for delivery of the Equipment to the project site (the "Delivery Date") which Trojan will then use to establish the production schedule for the Equipment. The Delivery Date will then be binding on the Customer except for any changes made in accordance with the provisions below.

106.2 The Customer can request a rescheduling of the Delivery Date on one occasion only by notifying Trojan in writing not less than four weeks prior to the scheduled Delivery Date. The Customer may request that the Delivery Date be extended by a period up to six weeks, without penalty, but may not request that the Delivery Date be moved forward. The Customer may also request that the Delivery Date be extended beyond a six week period but, Trojan may not agree to such extension, beyond the maximum six week extension period.

106.3 Trojan may, in its sole discretion, agree to change the Delivery Date on more than one occasion or if less than four weeks' prior notice is provided of a requested change, but is under no obligation to do so.

106.4 Trojan reserves the right to reschedule the Delivery Date to a date prior to or subsequent to the scheduled Delivery Date in order to accommodate its shipping, production or other requirements. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of Trojan. Trojan will provide the Customer or its representative with a minimum of 24 hours notice of any such rescheduling.

106.5 Where any change to the Delivery Date is made at Customer's request, for all purposes with respect to the warranty and payment provided by Trojan in connection with the Equipment, the initial Delivery Date will be considered to be the Delivery Date regardless of any change later made to the Delivery Date.

108. ACCEPTANCE

108.1 During the period between the Delivery Date and the Start-up Date, the Customer shall prepare the Equipment and the project site for installation and start-up and, unless otherwise agreed in writing by an authorized representative of Trojan, shall complete acceptance testing with respect to the Equipment. The Equipment shall be deemed to be accepted on the earliest to occur of the following dates (the "Acceptance Date"):

- (a) that date on which the Equipment can function in either manual or automatic operation and provide disinfection in accordance with criteria specified in the Quotation, or
- (b) 60 days after the Delivery Date.

108.2 All amounts which remain owing by the Customer for the Equipment, including any amount which is specified to be payable on the Acceptance Date, will be paid by the Customer to Trojan within 30 days after the Acceptance Date, unless otherwise agreed in writing by an authorized representative of Trojan.

108.3 Written notification must be given by the Customer to Trojan within seven days after the Acceptance Date listing any outstanding deficiencies with respect to the Equipment and Trojan will use all reasonable efforts to correct such deficiencies promptly.

109. START-UP

109.1 Trojan will request the Customer to provide a firm date for start-up of the Equipment (the "Start-Up Date"). Trojan will then schedule its technician to be on-site for the Start-up Date. The Start-up Date is binding except for any changes made in accordance with the provisions below.

109.2 On the Start-up Date, Customer must have the Equipment and site ready as provided in the Installation Preparation Checklist contained in the Contractor Installation Package sent to Customer, and must have paid all amounts then due and payable to Trojan.

109.3 Customer can request a rescheduling of the Start-up Date by notifying Trojan in writing not less than three weeks prior to the Start-up Date. Customer may request that the Start-up Date be extended, but may not request that the Start-up Date be moved forward. Trojan requires a minimum extension period of two weeks between the existing Start-up Date and the requested new Start-up Date in order to reschedule its technician.

109.4 Trojan may, in its sole discretion, agree to reschedule the Start-up Date where a Customer requests less than a two week extension but is under no obligation to do so. In the event that Trojan does agree to less than a two week extension or that Customer requests more than two changes to the Start-up Date, Customer will be charged an administration fee in an amount determined by Trojan.

109.5 Trojan reserves the right to reschedule the Start-up Date to a date which is prior to or subsequent to the scheduled Start-up Date in order to accommodate its resource availability. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of Trojan. Trojan will provide Customer or its representative with a minimum of 72 hours notice of any such change to the Start-up Date.

109.6 In the event that Trojan's technician arrives at the project site and finds that the Equipment or the project site is not ready for start-up as defined in the Contractor Installation Package, or any amounts then due and payable to Trojan remain unpaid, Customer may either:

- (a) provided all amounts then due and payable to Trojan have been paid, issue a purchase order for all costs involved in having Trojan correct the deficiencies, or
- (b) have Trojan's technician leave the site and then reschedule the Start-up Date to a date when all deficiencies will be corrected and the Equipment will be ready for start-up as defined in the Contractor Installation Package.

If Customer selects this option, the cost of rescheduling will be not less than a minimum amount specified by Trojan, with the final cost being determined by Trojan based on its costs and expenses incurred in connection with the rescheduling.

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SCOPE OF SUPPLY FOR CITY OF BILLINGS, MT – 3RD CHANNEL EXPANSION
ULTRAVIOLET DISINFECTION EQUIPMENT – TROJAN SYSTEM UV3000Plus™

- Prepared for:** General Contractors
- Project Name:** City of Billings, MT – 3rd Channel UV System Expansion
- Specification Section:** 46 66 11 (May 2019)
- Including Addendum:** N/A
- Submitted by:** Trojan Technologies
- Trojan Quote:** LBGR1165
- Design Criteria:**
 - Channel Design Peak Flow: 20 MGD (US)
 - UV Transmission: 65 %, minimum
 - Total Suspended Solids: 30 mg/l maximum
 - Discharge Limit: 126 E-coli coliform/100 ml, 30 day geometric mean & 252 E-coli coliform/100 ml, 7 day geometric mean

We are pleased to submit the following scope of equipment based on the above criteria. The equipment described herein is named as the basis for the design.

The purchaser is responsible for reading all information contained in this Supply Contract. Trojan will not be held accountable for the supply of equipment not specifically detailed in this document. Supplemental Terms and Conditions are attached to this document. Detailed installation instructions are provided with the shop drawings and are available upon request. Changes to the attached Scope of Supply that affect selling price will be handled through a change order.

Please refer all inquiries to Trojan Manufacturer’s Representative:

Scott Forsling
The Coombs-Hopkins Company
Phone: (435) 659-7199

This proposal has been respectfully submitted by,
Trojan Technologies

Tim Proctor

Proctor, Tim
Regional Sales Manager



UV Disinfection System Scope of Supply

The proposed third channel requires identical channel dimensions as the existing two channels.

ULTRAVIOLET MODULES***Trojan's Responsibility:***

Each module supplied shall be completely assembled containing lamps, quartz sleeves and be electrically wired to each electronic ballast. Modules are shipped in a support rack and crated.

Model and Make:	Standard System UV3000Plus™
Quantity:	Twenty (20) UV modules will be supplied each containing 8 Lamp - 4.0" Spacing lamps
Material of Construction:	316 stainless steel frame
Approximate Weight:	50 kg per module

SYSTEM CONTROL CENTER***Trojan's Responsibility:***

The existing System Control Center (SCC) will also be used to control and operate the third channel. The control center will be reprogrammed and tested by Trojan to ensure correct monitoring and control of the 3rd channel as well as full integration of the third channel with the existing channels.

POWER DISTRIBUTION CENTERS***Trojan's Responsibility:***

The Power Distribution Center (PDC) distributes power to the modules from the electrical service entrance provided and shall consist of the following:

Quantity Supplied:	Two (2) PDC's will be supplied
Material of Construction:	304 stainless steel
Enclosure Rating:	Type 4X
Approximate Weight:	150 kg each

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for setting in place and bolting the Power Distribution Centers to the top of channel. The Installation Contractor to be responsible for the supply, installation and connection of the following at the Power Distribution Centers:

1. One (1) 480Y/277 Volt, 3 phase, 4 wire (plus ground), 8.6 kVA power feed with local disconnect to the PDCs
2. One (1) Ground Link 14 gauge minimum, TWH stranded single wire from the HSC.
3. One (1) communication link consisting of one (1) shielded twisted pair from the SCC and daisy chained to the PDCs.
4. One (1) pair of 12Volt DC, 18 gauge minimum discrete signal to the Water Level Sensor from PDC closest to the sensor.
5. One (1) pair of 24Volt DC, 18 gauge remote I/O to the HSC.
6. Connection of communication, power cables and hydraulic lines from the UV Modules

HYDRAULIC SYSTEMS CENTER

The existing Hydraulics System Center (HSC) will also be used to operate the quartz sleeve cleaning system for the 3rd channel.

Installation Contractor's Responsibility:

The Installation Contractor shall be responsible for the connection and installation of the following at the Hydraulic Systems Center:

1. Connection of the hydraulic hoses from third channel PDC cabinets. Hoses and connections will be supplied by Trojan.
2. One (1) serial communication link of one (1) twisted, shielded pairs, 18 gauge maximum cable from the SCC and daisy chained to the PDCs.

SUPPORT RACKS

Trojan's Responsibility:

Support racks are provided to support UV modules in the effluent channel.

Quantity Supplied:	Four (4) racks will be supplied
Material of Construction:	304 stainless steel
Approximate Weight:	25 kg each

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for setting in place and bolting the support racks to the channel walls and bottom. The contractor will be required to supply twelve 90mm expansion anchor bolts per rack.

WEIR GATE LEVEL CONTROLLER

Trojan's Responsibility

Level control devices are required to maintain and control the effluent level in the channel, regardless of flow rate.

Quantity Supplied:	One (1) level controller to be supplied W/ ACTUATOR
Description:	Modulating Level Control Weir Gate – same as existing two channels w/ Auma Actuator – Model SA(R) 10.2.
Material of Construction:	304 stainless steel frame and yoke
Approximate Weight:	1000 pounds each

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for setting in place, grouting and sealing the level control weir gate and the installation of the following connections:

1. One 480 Volt, 3 phase, 3 wire, 5 AMP (plus ground) feed to the weir gate.
2. Open command discrete output, two (2) conductors, 20 gauge minimum, from SCC to weir gate.
3. Close command discrete output, two (2) conductors, 20 gauge minimum, from SCC to weir gate.
4. Remote mode discrete input, two (2) conductors, 20 gauge minimum, to SCC from weir gate.
5. Gate position analog input, one (1) twisted shielded pair, 24 gauge minimum, to SCC from each weir gate.

ULTRASONIC CHANNEL LEVEL SENSOR

Trojan's Responsibility:

An ultrasonic level sensor will be supplied (to match same model as the existing two channels) to monitor the effluent levels within each UV Channel specifically for weir gate control. The transducer will be supplied with a sufficient length of cable to distribute to the monitor panel along with a mounting bracket.

Installation Contractor's Responsibility:

The Contractor shall be responsible for mounting the transducer and bracket in the UV Channel, the monitor panel adjacent to the channel, and distributing the following cable/wiring between these two components and to SCC in appropriate conduit:

1. One (1) 120 Volt, 1 phase, 2 wire, 15 VA (plus ground) from a Distribution Panel (by others) to the Level Sensor Monitor.
2. One (1) 4-20mA analog signal from the Level Sensor Monitor to the System Control Center (SCC).
3. One (1) communication link using 30 feet of cable (supplied by Trojan) from the Level Sensing Transducer to the Level Sensor Monitor.

SPARE PARTS AND SAFETY EQUIPMENT

Trojan's Responsibility:

The following spare parts and safety equipment will be supplied with the UV system:

- Sixteen (16) Lamp holder seals
- Sixteen (16) Wiper seals
- One (1) Operators Kit (including face shield, gloves and cleaning solution)
- Two (2) UV intensity sensors
- Four (4) Gallons of Acti-Clean get

ADDITIONAL EQUIPMENT

WATER LEVEL SENSOR KIT

Trojan's Responsibility:

A low water level sensor will be provided ((to match same model as the existing two channels). The water level sensor is located downstream of the UV System and provides a digital signal to shut down & protest the UV System in the event of a channel low water level.

- Quantity Supplied:** One (1) water level sensor to be supplied
- Enclosure Rating:** Type 4X
- Approximate Weight:** 10 pounds (panel)

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for setting in place and bolting the water level sensor panel to the effluent channel wall. The Installation Contractor shall also be responsible for the supply of mounting hardware, watertight conduit and supply and connection of one discrete signal (pair of 12V DC, 14 gauge) from the water level sensor probe to each PDC.

STILLING PLATE

Trojan's Responsibility:

In order to ensure flow distribution to the UV System stilling plates (to match existing stilling plates) will be supplied for the 3rd channel as well.

- Material of Construction:** 304 Stainless Steel
- Approximate Weight:** 120 lb each
- Anchor Bolts Req'd:** 8 - 3/8" dia x 4" long / Plate

Installation Contractor's Responsibility:

Contractor shall be responsible for mounting L-frames to channel walls.

AUTOMATIC GATE ACTUATORS

Trojan's Responsibility

- Quantity Supplied:** Two (2) gate actuators. (One to be provided for existing UV-GATE-CHNL3-1 and for existing UV-GATE-CHNL3-2)
- Description:** Auma Actuator – Model SA(R) 10.2.

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for installing the new actuators onto the existing gates and the installation of the following connections:

1. One 480 Volt, 3 phase, 3 wire, 5 AMP (plus ground) feed to each slide gate.
2. Open and close command discrete outputs from/ to SCC to the slide gates.
3. Remote mode discrete inputs to SCC from slide gates

DOCUMENTATION (SHOP DRAWINGS AND O & M MANUALS)***Trojan's Responsibility:***

The following documentation will be supplied to the contractor by Trojan per the following schedule:
One (1) electronic copy of submittal shop drawings 4-6 weeks after receipt of written purchase order
One (1) draft copy of the O&M manual at time of delivery and one (1) electronic copy and two (2) hard copies of the final O&M manuals including all components of final submittal shop drawings.

START-UP AND INSTRUCTION***Trojan's Responsibility:***

The following services will be supplied by Trojan:

- Installation assistance as required by phone or fax.
- Inspection and certification of the installation.
- Three (3) days for functional testing the UV equipment.
- One (1) day for pre-startup classroom or jobsite training of Owner's personnel.
- Up to three (3) days for performance testing support

WARRANTY***Trojan's Responsibility:***

Trojan Technologies will warrant the equipment and parts for twelve (12) months after start-up or eighteen (18) months after shipment, whichever comes first.

MICROBIOLOGICAL PERFORMANCE TESTING***Trojan's Responsibility:***

Trojan will supply a performance testing protocol to the Contractor to be forwarded to the engineer for approval. Trojan will produce the final test report (based on data supplied by the independent lab) and will forward the final report to the Contractor.

Installation Contractor's Responsibility:

The Installation Contractor to cover all associated on site costs for performance testing (independent lab services, bottles, shipment, etc.). The Contractor to be responsible for completing the performance testing as per the testing protocol supplied by Trojan and approved by the Engineer.

SELLING PRICE: \$375,400.00USD**PAYMENT TERMS**

10% after approved submittal

80% upon delivery of equipment to site

10% after equipment acceptance

Net 30 Days

F.O.B. Factory; Freight paid to jobsite.

Selling price does not include any duties or taxes, which may be applicable.

Please refer to the attached standard terms and conditions



City of Billings

BILLINGS, MT

W.O. 19-34: Water Reclamation Facility UV Equipment Procurement

Contract Documents and Specifications

May 2019

HDR Project No. 233305

1
2

SECTION 01 33 00
SUBMITTALS

3 **PART 1 - GENERAL**

4 **1.1 SUMMARY**

5 A. Section Includes:

6 1. Mechanics and administration of the submittal process for:

- 7 a. Shop Drawings.
8 b. Samples.
9 c. Informational submittals.

10 2. General content requirements for Shop Drawings.

11 B. Related Specification Sections include but are not necessarily limited to:

- 12 1. Section 01 33 04 – Operations and Maintenance Manuals.
13 2. Section 46 66 11 – Open Channel Ultraviolet (UV) Disinfection System Equipment –
14 Horizontal.

15 **1.2 DEFINITIONS**

16 A. Shop Drawings:

- 17 1. See General Conditions.
18 2. Product data and samples are Shop Drawing information.

19 B. Informational Submittals:

- 20 1. Submittals other than Shop Drawings and samples required by the Contract Documents that
21 do not require review and/or approval by the Engineer.
22 2. Representative types of informational submittal items include but are not limited to:
23 a. Installed equipment and systems performance test reports.
24 b. Manufacturer's installation certification letters.
25 c. Warranties.
26 d. Service agreements.
27 3. For-Information-Only submittals upon which the Engineer is not expected to conduct
28 review or take responsive action may be so identified in the Contract Documents.

29 **1.3 PREPARATION OF SUBMITTALS**

30 A. General:

- 31 1. All submittals and all pages of all copies of a submittal shall be completely legible.
32 2. Submittals which, in the Engineer's sole opinion, are illegible will be returned without
33 review.
34 3. Minimize extraneous information for equipment and products not relevant to the submittal.
35 4. Supplies written comments on the submittal drawings shall be in **GREEN**.
36 5. **SHOP DRAWINGS ARE REQUIRED TO BE SUBMITTED ELECTRONICALLY**
37 **IN BLACK AND WHITE. COLOR ONLY TO BE USED IF REQUIRED FOR**
38 **CLARITY.**
39 a. Maximum electronic file size is 10 megabytes for transmittal via email. Electronic files
40 larger than 10 megabytes can be broken up for emailing or copied onto HDR's FTP site
41 or guest transfer drive with follow up by and email notice indicating delivery of the
42 shop drawing.

43 B. Shop Drawings, Product Data, and Samples:

- 44 1. Scope of any submittal and letter of transmittal:
45 a. Limited to one (1) Specification Section.
46 b. Submittals with more than one Specification section included will be rejected.

- 1 c. Do not submit under any Specification Section entitled (in part) "Basic Requirements"
2 unless the product or material submitted is specified, in total, in a "Basic Requirements"
3 Specification Section.
- 4 2. Numbering letter of transmittal:
5 a. Include as prefix the Specification Section number followed by a series number, "-xx",
6 beginning with "01" and increasing sequentially with each additional transmittal for that
7 Specification Section.
8 b. If more than one (1) submittal under any Specification Section, assign consecutive
9 series numbers to subsequent transmittal letters.
- 10 3. Describing transmittal contents:
11 a. Provide listing of each component or item in submittal capable of receiving an
12 independent review action.
13 b. Identify for each item:
14 1) Manufacturer and Manufacturer's Drawing or data number.
15 2) Contract Document tag number(s).
16 3) Unique page numbers for each page of each separate item.
17 c. When submitting "or-equal" items that are not the products of named manufacturers,
18 include the words "or-equal" in the item description.
- 19 4. Supplier's certification of review and approval:
20 a. Supplier shall execute Exhibit AA, Supplier's Submittal Certification form, to indicate
21 Supplier has reviewed and approved the submittal contents.
22 1) Clearly identify the person who reviewed the submittal and the date it was
23 reviewed."
24 b. Submittals containing multiple independent items shall be prepared with each item
25 listed on the letter of transmittal or on an index sheet for all items listing the discrete
26 page numbers for each page of each item, which shall be stamped with the Supplier's
27 review and approval stamp.
28 1) Each independent item shall have a cover sheet with the transmittal number and
29 item number recorded.
30 a) Provide clear space of 3 IN SQ for Engineer stamping.
31 2) Individual pages or sheets of independent items shall be numbered in a manner that
32 permits the entire contents of a particular item to be readily recognized and
33 associated with Supplier's certification.
- 34 5. Resubmittals:
35 a. Number with original Specification Section and series number with a suffix letter
36 starting with "A" on a (new) duplicate transmittal form.
37 b. Do not increase the scope of any prior transmittal.
38 c. Provide cover letter indicating how each "B", "C", or "D" Action from previous
39 submittal was addressed and where the correction is found in the resubmittal.
40 d. Account for all components of prior transmittal.
41 1) If items in prior transmittal received "A" or "B" Action code, list them and indicate
42 "A" or "B" as appropriate.
43 a) Do not include submittal information for items listed with prior "A" or "B"
44 Action in resubmittal.
45 2) Indicate "Outstanding-To Be Resubmitted At a Later Date" for any prior "C" or
46 "D" Action item not included in resubmittal.
47 a) Obtain Engineer's approval to exclude items.
- 48 6. Supplier shall not use red color for marks on transmittals.
49 a. Duplicate all marks on all copies transmitted, and ensure marks are photocopy
50 reproducible.
51 b. Engineer will use red marks or enclose marks in a cloud.
- 52 7. Transmittal contents:
53 a. Coordinate and identify Shop Drawing contents so that all items can be easily verified
54 by the Engineer.

- 1 b. Provide submittal information or marks defining specific equipment or materials
- 2 utilized on the Project.
- 3 1) Generalized product information, not clearly defining specific equipment or
- 4 materials to be provided, will be rejected.
- 5 c. Identify equipment or material project use, tag number, Drawing detail reference,
- 6 weight, and other Project specific information.
- 7 d. Provide sufficient information together with technical cuts and technical data to allow
- 8 an evaluation to be made to determine that the item submitted is in compliance with the
- 9 Contract Documents.
- 10 e. Do not modify the manufacturer's documentation or data except as specified herein.
- 11 f. Submit items such as equipment brochures, cuts of fixtures, product data sheets or
- 12 catalog sheets not exceeding 11 x 17 IN pages.
- 13 1) Indicate exact item or model and all options proposed by arrow and leader.
- 14 g. When a Shop Drawing submittal is called for in any Specification Section, include as
- 15 appropriate, scaled details, sizes, dimensions, performance characteristics, capacities,
- 16 test data, anchoring details, installation instructions, storage and handling instructions,
- 17 color charts, layout Drawings, rough-in diagrams, wiring diagrams, controls, weights
- 18 and other pertinent data in addition to information specifically stipulated in the
- 19 Specification Section.
- 20 1) Arrange data and performance information in format similar to that provided in
- 21 Contract Documents.
- 22 2) Provide, at minimum, the detail specified in the Contract Documents.
- 23 h. If proposed equipment or materials deviate from the Contract Drawings or
- 24 Specifications in any way, clearly note the deviation and justify the said deviation in
- 25 detail in a separate letter immediately following transmittal sheet. Any deviation from
- 26 plans or specifications not depicted in the submittal or included but not clearly noted by
- 27 the Supplier may not have been reviewed. Review by the Engineer shall not serve to
- 28 relieve the Supplier of the contractual responsibility for any error or deviation from
- 29 contract requirements.
- 30 8. Samples:
- 31 a. Identification:
- 32 1) Identify sample as to transmittal number, manufacturer, item, use, type, project
- 33 designation, tag number, Specification Section or Drawing detail reference, color,
- 34 range, texture, finish and other pertinent data.
- 35 2) If identifying information cannot be marked directly on sample without defacing or
- 36 adversely altering samples, provide a durable tag with identifying information
- 37 securely attached to the sample.
- 38 b. Include application specific brochures, and installation instructions.
- 39 c. Provide Supplier's review and approval certification stamp or Supplier's Submittal
- 40 Certification form as indication of Supplier's checking and verification of dimensions
- 41 and coordination with interrelated work.
- 42 d. Resubmit revised samples of rejected items.
- 43 C. Informational Submittals:
- 44 1. Prepare in the format and detail specified in Specification requiring the informational
- 45 submittal.

46 **1.4 TRANSMITTAL OF SUBMITTALS**

- 47 A. Shop Drawings and Samples:
- 48 1. Transmit all submittals to:
- 49 2. Craig Habben: craig.habben@hdrinc.com
- 50 3. Utilize two (2) copies of attached Exhibit A to transmit all Shop Drawings and samples.
- 51 B. Informational Submittals:
- 52 1. Transmit under Supplier's standard letter of transmittal or letterhead.

- 1 2. Submit in triplicate or as specified in individual Specification Section.
- 2 3. Transmit to:
- 3 4. Craig Habben: craig.habben@hdrinc.com
- 4 C. Electronic Transmission of Submittals:
- 5 1. Transmittals shall be made electronically.
- 6 a. Use email.
- 7 2. Provide documents in Adobe Acrobat Portable Document Format (PDF), latest version.
- 8 3. Create one (1) PDF file for each equipment Operation and Maintenance Manual.
- 9 4. Do not password protect or lock the PDF document.
- 10 5. Drawings or other graphics must be converted to PDF file format from the original drawing
- 11 file format and made part of the PDF document.
- 12 a. Scanning of drawings is to be used only where actual file conversion is not possible and
- 13 drawings must be scanned at a resolution of 300 dpi or greater.
- 14 b. Required signatures may be applied prior to scanning for transmittal.
- 15 6. Electronic drawings shall be formatted to be at full-scale (or half-scale when printed to
- 16 11x17).
- 17 a. Do not reduce drawings by more than 50% in size.
- 18 b. Reduced drawings shall be clearly marked "HALF-SIZE" and shall scale accurately at
- 19 that size.
- 20 7. Rotate sheets that are normally viewed in landscape mode so that when the PDF file is
- 21 opened the sheet is in the appropriate position for viewing.
- 22 8. Create bookmarks in the bookmarks panel for the Operation and Maintenance Manual
- 23 cover, the Table of Contents and each major section of the Table of Contents.
- 24 9. Using Adobe Acrobat Standard or Adobe Acrobat Professional, set the PDF document
- 25 properties, initial view as follows:
- 26 a. Select File → Properties → Initial View.
- 27 b. Select the Navigation tab: Bookmarks Panel and Page.
- 28 c. Select the Page layout: Single Page.
- 29 d. Select the Magnification: Fit Page.
- 30 e. Select Open to page: 1.
- 31 f. Set the file to open to the cover page with bookmarks to the left, and the first bookmark
- 32 linked to the cover page.
- 33 10. Set the PDF file "Fast Web View" option to open the first several pages of the document
- 34 while the rest of the document continues to load.
- 35 a. To do this:
- 36 1) Select Edit → Preferences → Documents → Save Settings.
- 37 2) Check the Save As optimizes for Fast Web View box.
- 38 11. File naming conventions:
- 39 a. File names shall use a "ten dot three" convention (XXXXXX-YY-Z.PDF) where
- 40 XXXXXX is the Specification Section number, YY is the Shop Drawing Root number
- 41 and Z is an ID number used to designate the associated volume.
- 42 12. Labeling:
- 43 a. As a minimum, include the following labeling on all CD-ROM discs and jewel cases:
- 44 1) Project Name.
- 45 2) Equipment Name and Project Tag Number.
- 46 3) Project Specification Section.
- 47 4) Manufacturer Name.
- 48 5) Vendor Name.
- 49 13. Binding:
- 50 a. Include labeled CD(s) in labeled jewel case(s).
- 51 1) Bind jewel cases in standard three-ring binder Jewel Case Page(s), inserted at the
- 52 front of the Final paper copy submittal.
- 53 2) Jewel Case Page(s) to have means for securing Jewel Case(s) to prevent loss (e.g.,
- 54 flap and strap).

1 **1.5 ENGINEER'S REVIEW ACTION**

2 A. Shop Drawings and Samples:

- 3 1. Items within transmittals will be reviewed for overall design intent and will receive one (1)
 4 of the following actions:
 5 a. A - FURNISH AS SUBMITTED.
 6 b. B - FURNISH AS NOTED (BY ENGINEER).
 7 c. C - REVISE AND RESUBMIT.
 8 d. D - REJECTED.
 9 e. E - ENGINEER'S REVIEW NOT REQUIRED.
- 10 2. Submittals returned with Action "A" or "B" are considered ready for fabrication and
 11 installation.
 12 a. If for any reason a submittal that has an "A" or "B" Action is resubmitted, it must be
 13 accompanied by a letter defining the changes that have been made and the reason for
 14 the resubmittal.
 15 b. Destroy or conspicuously mark "SUPERSEDED" all documents having previously
 16 received "A" or "B" Action that are superseded by a resubmittal.
- 17 3. Submittals with Action "A" or "B" combined with Action "C" (Revise and Resubmit) or
 18 "D" (Rejected) will be individually analyzed giving consideration as follows:
 19 a. The portion of the submittal given "C" or "D" will not be distributed (unless previously
 20 agreed to otherwise at the Preconstruction Conference).
 21 1) One (1) copy or the one (1) transparency of the "C" or "D" Drawings will be
 22 marked up and returned to the Supplier.
 23 a) Correct and resubmit items so marked.
 24 b. Items marked "A" or "B" will be fully distributed.
 25 c. If a portion of the items or system proposed are acceptable, however, the major part of
 26 the individual Drawings or documents are incomplete or require revision, the entire
 27 submittal may be given "C" or "D" Action.
 28 1) This is at the sole discretion of the Engineer.
 29 2) In this case, some Drawings may contain relatively few or no comments or the
 30 statement, "Resubmit to maintain a complete package."
 31 3) Distribution to the Owner and field will not be made (unless previously agreed to
 32 otherwise).
- 33 4. Failure to include any specific information specified under the submittal paragraphs of the
 34 Specifications will result in the submittal being returned to the Supplier with "C" or "D"
 35 Action.
- 36 5. Calculations required in individual Specification Sections will be received for information
 37 purposes only, as evidence calculations have been stamped by the professional as defined in
 38 the specifications and for limited purpose of checking conformance with given performance
 39 and design criteria. The Engineer is not responsible for checking the accuracy of the
 40 calculations and the calculations will be returned stamped "E. Engineer's Review Not
 41 Required" to acknowledge receipt.
- 42 6. Supplier shall furnish required submittals with sufficient information and accuracy to obtain
 43 required approval of an item with no more than three submittals. Engineer will record
 44 Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample,
 45 or other item requiring approval, and Supplier shall be responsible for Engineer's charges to
 46 Owner for such time. Owner may impose a set-off against payments due to Supplier to
 47 secure reimbursement for such charges.
- 48 7. Transmittals of submittals which the Engineer considers as "Not Required" submittal
 49 information, which is supplemental to but not essential to prior submitted information, or
 50 items of information in a transmittal which have been reviewed and received "A" or "B"
 51 action in a prior submittal, will be returned with action "E. Engineer's Review Not
 52 Required."
- 53 8. Samples may be retained for comparison purposes.
 54 a. Remove samples when directed.

- 1 b. Include in bid all costs of furnishing and removing samples.
- 2 9. Approved samples submitted or constructed, constitute criteria for judging completed work.
- 3 a. Finished work or items not equal to samples will be rejected.

4 **PART 2 - PRODUCTS - (NOT APPLICABLE TO THIS SPECIFICATION SECTION)**

5 **PART 3 - EXECUTION - (NOT APPLICABLE TO THIS SPECIFICATION SECTION)**

6 **END OF SECTION**



EXHIBIT A Shop Drawing Transmittal No.

(Spec Section) (Series)

Project Name:		Date Received:
Project Owner:		Checked By:
Supplier:	HDR Engineering, Inc.	Log Page:
Address:	Address:	HDR No.:
		Spec Section:
		Drawing/Detail No.:
Attn:	Attn:	1st. Sub ReSub.
Date Transmitted:	Previous Transmittal Date:	

Item No.	No. Copies	Description	Manufacturer	Mfr/Vendor Dwg or Data No.	Action Taken*

Remarks:

* The Action designated above is in accordance with the following legend:

<p>A - Furnish as Submitted</p> <p>B - Furnish as Noted</p> <p>C - Revise and Submit</p> <ol style="list-style-type: none"> 1. Not enough information for review. 2. No reproducibles submitted. 3. Copies illegible. 4. Not enough copies submitted. 5. Wrong sequence number. 6. Wrong resubmittal number. 7. Wrong spec. section. 8. Wrong form used. 9. See comments. <p>D - Rejected</p>	<p>E - Engineer's review not required</p> <ol style="list-style-type: none"> 1. Submittal not required. 2. Supplemental Information. Submittal retained for informational purposes only. 3. Information reviewed and approved on prior submittal. 4. See comments. 5. Delegated Design - Submittal received as requested by the Contract Documents. The Engineer did not review the engineering or technical content of the submittal. <p>Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Any deviation from plans or specifications not depicted in the submittal or included but not clearly noted by the Supplier may not have been reviewed. Review by the Engineer shall not serve to relieve the Supplier of the contractual responsibility for any error or deviation from contract requirements.</p>
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Comments:

By _____		Date _____
Distribution:	Supplier	File
	Field	Owner
		Other

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EXHIBIT AA

Supplier's Submittal Certification

Shop Drawing Transmittal No.: _____

Contract/Project Name: _____

Company Name: _____

has

1. reviewed and coordinated this Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
2. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
3. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
4. determined and verified all information relative to Supplier's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

This Submittal **does not** contain any variations from the requirements of the Contract Documents.

This Submittal **does** contain variations from the requirements of the Contract Documents. A separate description of said variations and a justification for them is provided in an attachment hereto identified as:

"Shop Drawing Transmittal No. _____ Variation and Justification Documentation"

Insert picture file or electronic signature of Authorized Representative

Authorized Representative

Date

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SECTION 01 33 04
OPERATION AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Administration of the submittal process for Operation and Maintenance Manuals.
 2. Content requirements for Operation and Maintenance Manuals.
- B. Related Specification Sections include but are not necessarily limited to:
1. Section 01 33 00 – Submittals.
 2. Section 46 66 11 – Open Channel Ultraviolet (UV) Disinfection System Equipment – Horizontal.

1.2 DEFINITIONS

- A. Equipment Operation and Maintenance Manuals:
1. Contain the technical information required for proper installation, operation and maintenance of process, electrical and mechanical equipment and systems.

1.3 SUBMITTALS

- A. Operation and Maintenance Manuals:
1. Draft and final electronic copies.
 2. Final paper copies: Two (2).

1.4 SUBMITTAL SCHEDULE

- A. Draft Operation and Maintenance Manuals:
1. Submit approvable draft manuals in electronic format (PDF) within 30 days following approval of the respective Shop Drawing.
 - a. Include placeholders or fly sheet pages where information is not final or is missing from the draft manual.
- B. Final Operation and Maintenance Manuals:
1. Final approval of Operation and Maintenance Manuals in electronic format (PDF) must be obtained 45 days prior to equipment start-up.
 2. Provide paper copies and CD-ROMs of approved final Operation and Maintenance Manuals in electronic format (PDF), a minimum of 30 days prior to equipment start-up.
 3. Issue addenda to Final Approved Operation and Maintenance Manual to include:
 - a. Equipment field testing data.
 - b. Equipment start-up reports.

1.5 PREPARATION OF SUBMITTALS

- A. General:
1. All pages of the Operation and Maintenance Manual submittal shall be legible.
 - a. Submittals which, in the Engineer's sole opinion, are illegible will be rejected without review.
 2. Identify each equipment item in a manner consistent with names and identification numbers used in the Contract Documents, not the manufacturer's catalog numbers.
 3. Neatly type any data not furnished in printed form.
 4. Operation and Maintenance Manuals are provided for Owner's use, to be reproduced and distributed as training and reference materials within Owner's organization.
 - a. This requirement is:
 - 1) Applicable to both paper copy and electronic files.

- 1 2) Applicable to materials containing copyright notice as well as those with no
2 copyright notice.
- 3 5. Notify supplier and/or manufacturer of the intended use of Operations and Maintenance
4 Manuals provided under the Contract.
- 5 B. Operation and Maintenance Manual Format and Delivery:
- 6 1. Draft electronic submittals:
- 7 a. Provide manual in Adobe Acrobat Portable Document Format (PDF), latest version.
- 8 b. Create one (1) PDF file for each equipment Operation and Maintenance Manual.
- 9 c. Do not password protect or lock the PDF document.
- 10 d. Drawings or other graphics must be converted to PDF file format from the original
11 drawing file format and made part of the PDF document.
- 12 e. Scanning of drawings is to be used only where actual file conversion is not possible and
13 drawings must be scanned at a resolution of 300 dpi or greater.
- 14 f. Rotate sheets that are normally viewed in landscape mode so that when the PDF file is
15 opened the sheet is in the appropriate position for viewing.
- 16 g. Create bookmarks in the bookmarks panel for the Operation and Maintenance Manual
17 cover, the Table of Contents and each major section of the Table of Contents.
- 18 h. Using Adobe Acrobat Standard or Adobe Acrobat Professional, set the PDF document
19 properties, initial view as follows:
- 20 1) Select File → Properties → Initial View.
- 21 2) Select the Navigation tab: Bookmarks Panel and Page.
- 22 3) Select the Page layout: Single Page.
- 23 4) Select the Magnification: Fit Page.
- 24 5) Select Open to page: 1.
- 25 6) Set the file to open to the cover page of the manual with bookmarks to the left, and
26 the first bookmark linked to the cover page.
- 27 i. Set the PDF file "Fast Web View" option to open the first several pages of the
28 document while the rest of the document continues to load.
- 29 1) To do this:
- 30 a) Select Edit → Preferences → Documents → Save Settings.
- 31 b) Check the Save As optimizes for Fast Web View box.
- 32 j. PDF file naming convention:
- 33 1) Use the Specification Section number, the manufacturer's name and the equipment
34 description, separated by underscores.
- 35 2) Example: 46 66 11_Open Channel Ultraviolet (UV) Disinfection System
36 Equipment - Horizontal.pdf.
- 37 3) Do not put spaces in the file name.
- 38 2. Final electronic submittals:
- 39 a. Submit two (2) copies in PDF file format on two (2) CD-ROM discs (one (1) copy per
40 CD-ROM), each secured in a jewel case.
- 41 b. CD-ROM Labeling:
- 42 1) Provide the following printed labeling on all CD-ROM discs:
- 43 a) Project name.
- 44 b) Specification Section.
- 45 c) Equipment names and summary of tag(s) covered.
- 46 d) Manufacturer name.
- 47 e) Date (month, year).
- 48 c. CD-ROM Jewel Case Holder:
- 49 1) Insert jewel cases containing labeled CD-ROM discs in three-ring binder holder
50 (C-Line Products, www.c-lineproducts.com stock number CLI-61968 or
51 equivalent) at the front of each final paper copy.
- 52 3. Final paper copy submittals:
- 53 a. Quantity: Provide two (2) copies.
- 54 b. Paper: 8.5 x 11 IN or 11 x 17 IN bright white, 20 pound paper with standard three-hole
55 punching.

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- c. 3-Ring Binder:
 - 1) Provide D-ring binder with clear vinyl sleeves (i.e. view binder) on front and spine.
 - 2) Insert binder title sheet with the following information under the front and spine sleeves:
 - a) Project name.
 - b) Specification Section.
 - c) Equipment names and summary of tag(s) covered.
 - d) Manufacturer name.
 - e) Date (month, year).
 - 3) Provide plastic sheet lifters prior to first page and following last page.
- d. Drawings:
 - 1) Provide all drawings at 11 x 17 IN size, triple folded and three-hole punched for insertion into manual.
 - 2) Where reduction is not practical to ensure readability, fold larger drawings separately and place in three-hole punched vinyl envelopes inserted into the binder.
 - 3) Identify vinyl envelopes with drawing numbers.
- e. Use plastic coated dividers to tab each section of each manual in accordance with the Table of Contents.

C. Equipment Operation and Maintenance Manual Content:

- 1. Provide a cover page as the first page of each manual with the following information:
 - a. Manufacturer(s) Name and Contact Information.
 - b. Vendor's Name and Contact Information.
 - c. Date (month, year).
 - d. Project Owner and Project Name.
 - e. Specification Section.
 - f. Project Equipment Tag Numbers.
 - g. Model Numbers.
 - h. Engineer's Name.
- 2. Provide a Table of Contents for each manual.
- 3. Provide Equipment Record sheets as follows:
 - a. Printed copies of the Equipment Record (Exhibits B1, B2 and B3), as the first tab following the Table of Contents.
 - b. Exhibits B1-B3 are available as Fillable PDF Form documents from the Engineer.
 - c. Each section of the Equipment Record must be completed in detail; simply referencing the related equipment Operation and Maintenance Manual sections for nameplate, maintenance, spare parts or lubricant information is not acceptable.
 - d. For equipment involving separate components (for example, a motor and gearbox), a fully completed Equipment Record is required for each component.
 - e. Submittals that do not include the Equipment Record(s) will be rejected without further content review.
- 4. Provide a printed copy of the Manufacturer's Field Services report following the Equipment Record sheets.
- 5. Provide the following detailed information, as applicable:
 - a. Use equipment tag numbers from the Contract Documents to identify equipment and system components.
 - b. Equipment function, normal and limiting operating characteristics.
 - c. Instructions for assembly, disassembly, installation, alignment, adjustment, and inspection.
 - d. Operating instructions for start-up, normal operation, control, shutdown, and emergency conditions.
 - e. Lubrication and maintenance instructions.
 - f. Troubleshooting guide.
 - g. Mark each sheet to clearly identify specific products and component parts and data applicable to the installation for the Project; delete or cross out information that does not specifically apply to the Project.

- 1 h. Parts lists:
- 2 1) A parts list and identification number of each component part of the equipment.
- 3 2) Exploded view or plan and section views of the equipment with a detailed parts
- 4 callout matching the parts list.
- 5 3) A list of recommended spare parts.
- 6 4) List of spare parts provided as specified in the associated Specification Section.
- 7 5) A list of any special storage precautions which may be required for all spare parts.
- 8 i. General arrangement, cross-section, and assembly drawings.
- 9 j. Electrical diagrams, including elementary diagrams, wiring diagrams, connection
- 10 diagrams, and interconnection diagrams.
- 11 k. Test data and performance curves.
- 12 l. As-constructed fabrication or layout drawings and wiring diagrams.
- 13 m. Copy of the equipment manufacturer's warranty meeting the requirements of the
- 14 Contract.
- 15 n. Copy of any service contracts provided for the specific piece of equipment as part of
- 16 the Contract.
- 17 6. Additional information as required in the associated equipment or system Specification
- 18 Section.

19 **1.6 TRANSMITTAL OF SUBMITTALS**

- 20 A. Operation and Maintenance Manuals.
- 21 1. Transmit all submittals to:
- 22 a. The address specified in Specification Section 01 33 00 - SUBMITTALS.
- 23 2. Transmittal form: Use Operation and Maintenance Manual Transmittal, Exhibit A.
- 24 3. Transmittal numbering:
- 25 a. Number each submittal with the Specification Section number followed by a series
- 26 number beginning with "-01" and increasing sequentially with each additional
- 27 transmittal, followed by "-OM" (for example: 46 66 11-01-OM).
- 28 4. Submit draft and final Operation and Maintenance Manual in electronic format (PDF) to
- 29 Engineer, until manual is approved.

30 **1.7 ENGINEER'S REVIEW ACTION**

- 31 A. Draft Electronic (PDF) Submittals:
- 32 1. Engineer will review and indicate one of the following review actions:
- 33 a. A - ACCEPTABLE
- 34 b. B - FURNISH AS NOTED
- 35 c. C - REVISE AND RESUBMIT
- 36 d. D - REJECTED
- 37 2. Submittals marked as Acceptable or Furnish As Noted will be retained; however, the
- 38 transmittal form will be returned with a request for the final paper and electronic documents
- 39 to be submitted.
- 40 3. Copies of submittals marked as Revise and Resubmit or Rejected will be returned with the
- 41 transmittal form marked to indicate deficient areas.
- 42 4. Resubmit until approved.
- 43 B. Final Paper Copy Submittals:
- 44 1. Engineer will review and indicate one (1) of the following review actions:
- 45 a. A - ACCEPTABLE
- 46 b. D - REJECTED
- 47 2. Submittals marked as Acceptable will be retained with the transmittal form returned as
- 48 noted.
- 49 3. Submittals marked as Rejected will be returned with the transmittal form marked to indicate
- 50 deficient areas.
- 51 4. Resubmit until approved.

1 PART 2 - PRODUCTS - (NOT APPLICABLE TO THIS SPECIFICATION SECTION)

2 PART 3 - EXECUTION - (NOT APPLICABLE TO THIS SPECIFICATION SECTION)

3 END OF SECTION

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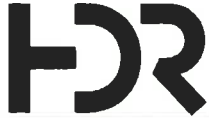


EXHIBIT A Operation and Maintenance Manual Transmittal _____ - _____ - OM (Spec Section) (Series)

Project Name: _____ Date Received: _____
Project Owner: _____ Checked By: _____
Supplier: _____ Owner: _____ Log Page: _____
Address: _____ Address: _____ HDR No.: _____
Attn: _____ Attn: _____
1st. Sub. _____ ReSub. _____

Date Transmitted: _____ Previous Transmittal Date: _____

Table with 5 columns: No. Copies, Description of Item, Manufacturer, Dwg. or Data No., Action Taken*. Contains multiple empty rows for data entry.

Remarks: _____

To: _____ From: _____
HDR Engineering, Inc.
Date: _____

* The Action designated above is in accordance with the following legend:
A - Acceptable
B - Furnish as Noted
C - Revise and Resubmit
D - Rejected

Comments: _____

Distribution: _____
Supplier | | File | | Field | | Owner | | Other | |
By _____ Date _____

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EXHIBIT B1

Equipment Record

Equipment Data and Spare Parts Summary

Project Name			Specification Section:		
Equipment Name			Year Installed:		
Project Equipment Tag No(s)					
Equipment Manufacturer				Project/Order No.	
Address				Phone	
Fax		Web Site		E-mail	
Local Vendor/Service Center					
Address				Phone	
Fax		Web Site		E-mail	

MECHANICAL NAMEPLATE DATA

Equip.			Serial No.		
Make			Model No.		
ID No.	Frame No.	HP	RPM	Cap.	
Size	TDH	Imp. Sz.	CFM	PSI	
Other:					

ELECTRICAL NAMEPLATE DATA

Equip.			Serial No.					
Make			Model No.					
ID No.	Frame No.	HP	V.	Amp.	HZ	PH	RPM	SF
Duty	Code	Ins. Cl.	Type	NEMA	C Amb.	Temp. Rise	Rating	
Other:								

SPARE PARTS PROVIDED PER CONTRACT

Part No.	Part Name	Quantity

RECOMMENDED SPARE PARTS

Part No.	Part Name	Quantity

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EXHIBIT B3

Equipment Record

Lubrication Summary

Equipment Description		Project Equip. Tag No(s).				
Lubricant Point						
Lubricant Type		Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					
Lubricant Point						
Lubricant Type		Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					
Lubricant Point						
Lubricant Type		Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					
Lubricant Point						
Lubricant Type		Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					
Lubricant Point						
Lubricant Type		Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					
Lubricant Point						
Lubricant Type		Manufacturer	Product	AGMA #	SAE #	ISO
	1					
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SECTION 46 66 11

OPEN CHANNEL ULTRAVIOLET (UV) DISINFECTION SYSTEM EQUIPMENT - HORIZONTAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Trojan Technologies low pressure, high intensity, horizontal, open channel, gravity flow, automatic wiping UV disinfection system equipment, with all controls and power equipment.
- B. Related Specification Sections include but are not necessarily limited to:
 - 1. Section 01 33 00 – Submittals.
 - 2. Section 01 33 04 – Operations and Maintenance Manuals.

1.2 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. American Public Health Association (APHA), American Water Works Association (AWWA), and Water Environment Federation (WEF):
 - a. Standard Methods for the Examination of Water and Wastewater, latest edition.
 - 2. United States Environmental Protection Agency (USEPA):
 - a. EPA/625/1-86/021, Municipal Wastewater Disinfection Design Manual.
 - 3. Underwriters Laboratory (UL):
 - a. 508, UL Standards for Safety Industrial Control Equipment.
- B. Testing and Analysis:
 - 1. Testing and analysis information shall be submitted, as follows:
 - a. Detailed plan for Functional Testing and Performance Testing that shall satisfy the requirements specified herein, including harmonics.
 - b. Preliminary documentation shall be provided at least two (2) weeks prior to the Functional Testing. Final documentation of the UV System as installed shall be provided within two (2) weeks after successful completion of the Performance Testing.
 - c. The Functional Testing and Performance Testing reports and UV system supplier (UVSS) certifications, as specified herein.
- C. Test Reports:
 - 1. Submit written test reports upon completion of each test and inspection (Functional Testing and Performance Testing) as required in Part 3. At a minimum, the reports should include the following:
 - a. The Functional Test report shall include:
 - 1) Wiring continuity tests.
 - 2) Control system loop tests.
 - 3) Lamp status reports.
 - 4) Ballast status report.
 - 5) UV intensity sensor tests to determine sensor-to-sensor variability and impact of sensor position in window well on sensor accuracy. Both on-line sensors and reference sensors shall be tested.
 - 6) Wiping system tests.
 - 7) Valve and operator function tests.
 - 8) Instrument calibration tests.
 - 9) Control and alarm tests for overall UV System.
 - 10) Harmonics.
 - 11) Water level under various flow conditions.

- 1 b. Dates and times of tests, sampling, or inspection.
- 2 c. Flow condition during testing.
- 3 d. Date and time of water sampling or inspection and record of conditions at the plant
- 4 noting any unusual circumstances.
- 5 e. Plans and description of locations of samples taken or testing performed.
- 6 f. Testing laboratory name, address, telephone number, and signature of person
- 7 performing tests. Standard method or analytical method for conducting test. Date of
- 8 tests and chain of custody sheets.
- 9 g. Interpretation of results.
- 10 h. Recommended corrective actions to bring materials and equipment into compliance, if
- 11 required.
- 12 i. Harmonic field test report.

13 **1.3 SYSTEM DESCRIPTION**

- 14 A. Provide low pressure, high intensity, horizontal, open channel, gravity flow, automatic wiping
- 15 UV disinfection system equipment including:
- 16 1. UV lamp modules:
- 17 a. Each UV bank consists of ten (10) UV modules.
- 18 b. UV banks in channel placed in series.
- 19 c. Two (2) banks, per each channel.
- 20 2. UV lamps.
- 21 a. Powered by electronic ballasts.
- 22 b. Eight (8) UV lamps per UV module.
- 23 3. Power Distribution and Air Compressor (as required).
- 24 4. Existing Control Center panel to be reprogramed to also control the third channel.
- 25 5. In-channel automatic wiping system.
- 26 6. UV detection equipment: UV intensity sensors (one (1) for each bank).
- 27 7. Channel 3 level transmitter and low level switch.
- 28 8. Automatic level control by downward acting motorized weir gate.
- 29 9. Enclosures with NEMA 4X rating for outdoor electrical equipment.
- 30 10. Enclosures with NEMA 12 rating for indoor electrical equipment in a building.
- 31 11. Spare items.
- 32 12. Other ancillary equipment required to make a complete UV disinfection system not
- 33 specified elsewhere.
- 34 13. Third channel harmonic frequency mitigation to meet IEEE 519.

35 **1.4 SUBMITTALS**

- 36 A. Shop Drawings:
- 37 1. See Section 01 33 00.
- 38 2. A copy of this specification section, with addenda updates included, and all referenced and
- 39 applicable section with addendum updates included, with each paragraph marked to indicate
- 40 specification compliance or marked to indicate requested deviations from specification
- 41 requirements. If deviations from the specifications are indicated and, therefore requested by
- 42 the Seller, each deviation shall be underlined and denoted by a number in the margin to the
- 43 right of the identified paragraph. The remaining portions of the paragraph no underlined
- 44 will signify compliance on the part of the Seller with specifications. The submittals shall be
- 45 accompanied by a detailed written justification for each deviation.
- 46 3. A copy of the contract drawings relating to the submitted equipment, with addendum
- 47 updates that apply to the equipment in this Section, marked to show specific changes
- 48 necessary for the equipment proposed in the submittal. If no changes are required, the
- 49 drawing or drawings shall be marked "no changes required".
- 50 4. A recommended method for the determination of lamp life using lamp output in the
- 51 calculation.

- 1 5. Complete descriptive information and shop drawings for all equipment, material, and
- 2 devices furnished showing installation requirements, critical drawings shall indicate
- 3 matching the existing dimensions for the UV chambers and the locations of all equipment,
- 4 including electrical and instrumentation enclosures.
- 5 6. All interconnections and interface requirements, dimensions and locations of all major
- 6 elements of the UV disinfection system.
- 7 7. Product technical data including:
- 8 a. Manufacturer's installation instructions.
- 9 b. Manufacturer's storage and handling instructions.
- 10 8. Dimensional drawings and critical clearance requirements.
- 11 9. Electrical schematics and layouts.
- 12 10. System control strategies.
- 13 11. Hydraulic calculations indicating the new capacity based on hydraulic characteristics as well
- 14 as disinfection capacity.
- 15 12. Disinfection performance guarantee.
- 16 B. Certification and Test Reports:
- 17 1. Factory Performance Tests (include experience of independent and certified laboratory):
- 18 a. Hydraulic Testing Reports indicating compliance with 2.3.C.6. below.
- 19 b. Assembled UV disinfection system equipment:
- 20 1) Electronic ballast data indicating compliance with 2.4.A.
- 21 2) UV lamp data indicating compliance with 2.4.B.
- 22 2. Field Performance Test:
- 23 a. Manufacturers Field Service Report.
- 24 3. Manufacturers Qualifications indicating compliance with 1.2.B.
- 25 C. Operation and Maintenance Manuals:
- 26 1. See Section 01 33 04.
- 27 D. Cost information including, but not limited to:
- 28 1. Replacement electronic ballast.
- 29 2. Replacement UV lamp.
- 30 3. Replacement UV lamp quartz sleeve.
- 31 4. Replacement UV lamp sleeve wiper.
- 32 E. Electrical Power:
- 33 1. Updated total connected wattage of ballast and lamps measured at the main power feed to
- 34 each power module.
- 35 2. Updated normal operating wattage of ballasts and lamps measured at main power feed to
- 36 each power module.
- 37 F. Contact information for UV lamp and ballast Manufacturers other than UV system
- 38 Manufacturer.

39 **1.5 DELIVERY, STORAGE, AND HANDLING**

- 40 A. Delivery:
- 41 1. Factory ship all major UV disinfection system equipment simultaneously.
- 42 2. Provide written notice to Engineer a minimum three (3) calendar days prior to anticipated
- 43 date of delivery to afford an opportunity for Engineer and OWNER to be present and
- 44 inspect unloading of UV disinfection system equipment.
- 45 3. Manufacturer's authorized representative shall be present during unloading.
- 46 B. Damaged and/or missing UV disinfection system equipment shall be replaced with new
- 47 equipment at no additional cost to OWNER:
- 48 1. Replenish any spare parts used to specified quantity.

1 **1.6 GUARANTEE**

- 2 A. The equipment furnished under this section shall be free of defects in material and workmanship,
 3 including damages that may be incurred during shipping for a period of 12 months from the date
 4 of startup or 18 months after shipment, whichever comes first.
- 5 B. Performance:
- 6 1. Guarantee UV disinfection system equipment shall at all times produce an effluent quality
 7 that conforms to Performance Requirements specified herein for a continuous period of one
 8 (1) year from date of Final Acceptance:
- 9 a. Provide services of competent and experienced factory trained authorized
 10 representative during 1-year period to inspect and correct all UV disinfection system
 11 equipment deficiencies within three (3) calendar days of written notification indicating
 12 Performance Requirements of UV disinfection system equipment have not been met.
- 13 D. The UV system shall deliver a minimum UV dose of 30,000 uW -s/cm2 at peak flow, in effluent
 14 with a UV transmittance of 65 percent at end of lamp life after reduction of quartz sleeve
 15 fouling:
- 16 1. End-of-lamp life factor (EOLL): lamp output at the end of lamp life of 9,000 hours. The
 17 design UV dose shall be based on the EOLL factor of 0.5 unless the UV manufacturer has a
 18 technology-specific EOLL factor certified by independent third party. EOLL factor higher
 19 than 0.98 will not be considered.
- 20 2. Fouling factor: sleeve fouling causing attenuation of the minimum dose during operation.
 21 The design UV dose shall be based on the fouling factor of 0.8 unless the UV manufacturer
 22 has technology-specific fouling factor certified by independent third party. Fouling factor
 23 higher than 0.95 will not be considered.
- 24 C. In case of premature lamp failure, the OWNER will send the lamp back to UV manufacturer
 25 together with the information of the UV unit serial number, hours run and on/off cycles. The UV
 26 manufacturer shall then offer the following:
- 27 1. Lamp failure before 12,000 hours: Manufacturer will send a replacement lamp free of
 28 charge before 9000 hours and pro-rated cost from 9,000-12,000 hrs.
- 29 D. The UV manufacturer shall ensure disposal of returned lamps (old/used) at no cost to the
 30 OWNER upon receipt of the returned lamps at the manufacturing headquarters.
- 31 E. Ballasts to be warranted for 5 years, prorated after 1 year.

32 **PART 2 - PRODUCTS**

33 **2.1 ACCEPTABLE MANUFACTURERS**

- 34 A. Subject to compliance with the Contract Documents, the following manufacturers are
 35 acceptable:
- 36 1. UV Equipment.
- 37 a. Trojan Technologies.
- 38 2. Flow Measurement Device
- 39 a. HACH FL1500.
- 40 3. Ultrasonic
- 41 a. Flo-Station, RS-232.
- 42 4. Water Control Gates
- 43 a. Whipps
- 44 5. Gate Actuator
- 45 a. Auma, A101526
- 46 6. Depth Meter
- 47 a. Milltronics, MultiRanger 100.

1 **2.2 MATERIALS**

2 A. General:

- 3 1. All metal contacted by liquid:
- 4 a. Type 316 stainless steel, except the material as noted in below.
- 5 1) Type 316L stainless steel.
- 6 a) Junction boxes.
- 7 2) Type 304 stainless steel.
- 8 a) Baffle plate and module support:
- 9 b) Level control weir.
- 10 2. All material exposed to UV radiation:
- 11 a. Type 316 stainless steel, or:
- 12 b. Type 214 clear fused quartz, or:
- 13 1) 99.9 percent silicon dioxide quartz.
- 14 2) Circular tubing; minimum 1/16 IN wall thickness.
- 15 c. Teflon coated, or:
- 16 d. PVDF.
- 17 3. All other material not covered above:
- 18 a. Type 304 or 316 stainless steel or anodized aluminum for pneumatic or hydraulic
- 19 cylinder.
- 20 b. Painted steel if located indoors in a climate-controlled building.

21 **2.3 PERFORMANCE REQUIREMENTS**

- 22 1. Seller shall provide equipment that is an exact match of existing equipment in Channels 1 &
- 23 2.
- 24 2. Existing channel 3 is designed for installation of equipment matching that in channels 1 &
- 25 2. Manufacturer shall fit their equipment into existing channel at no additional cost to
- 26 Owner.
- 27 3. Channel 3 level transmitter and level switch.
- 28 4. The equipment specified herein is intended to be identical to existing equipment currently in
- 29 operation at the Billings Water Reclamation Facility (WRF). All components of the new
- 30 equipment shall be identical to existing equipment unless specifically noted by the supplier
- 31 and approved by the engineer during the Shop Drawing phase prior to equipment fabrication
- 32 and delivery. Owner reserves the right to install existing spare part inventory on new
- 33 equipment to verify compatibility at their discretion. In the event existing spare part
- 34 components are not compatible with new equipment, supplier will provide new, matching
- 35 equipment, at no additional cost to the Owner.

36 B. Qualifications:

- 37 1. Match UV equipment and accessories currently in operation at the Billings WRF, prototype
- 38 units not permitted.

39 C. UV Influent Characteristics:

- 40 1. Anticipated UV transmittance measured at 253.7 nanometers, using de-ionized water,
- 41 through a 1 cm path (at indicated corresponding flow rate):
- 42 a. Minimum of 65 percent at Peak Flow.
- 43 2. Anticipated total suspended solids concentration:
- 44 a. Maximum 30mg/L at Peak Flow.
- 45 3. Maximum Flow Rate:
- 46 a. 20 MGD.

47 D. UV Effluent Limits:

Monthly geometric mean; April 1- October 31	E. coli less than 126 cfu/ 100mL
Weekly geometric mean; April 1- October 31	E. Coli less than 252 cfu/ 100mL
Monthly geometric mean; November 1- March 31	E. coli less than 630 cfu/ 100mL

Weekly geometric mean; November 1- March 31	E. coli less than 1,260 cfu/ 100mL
E. coli Monitoring	5 grabs per week

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- E. UV Disinfection System:
 - 1. Sizing of UV equipment shall be based on matching existing system.
 - 2. Utilize existing third UV Channels.
 - a. Channel dimensions:
 - 1) Length of 30 FT, approximately.
 - 2) Width of each channel, 40 IN, approximately
 - 3) Depth (top of concrete slab to bottom of channel), 60 IN
 - 4) Nominal water depth, 30.6"
 - 5) See Contract Drawings for additional channel dimensions and tolerances.
 - 3. Bioassay Testing:
 - a. On equipment of identical design being proposed.
 - b. Verifying theoretical process calculations.
 - c. Performed by third party and certified laboratory.

2.4 FABRICATION

- A. Electronic Ballast:
 - 1. The ballasts should be electronic microprocessor controlled.
 - 2. Maximum rated voltage of 208 volts.
 - 3. Operating frequency of 20,000 – 70,000 hertz.
 - 4. Minimum power factor of 98 percent
 - 5. The Ballast shall be capable of varying the lamp output proportional to 4-20 mA control signal.
 - 6. Operates at current crest factor between 1.4 and 1.7.
 - 7. Each ballast drives two (2) lamps.
- B. UV Lamps:
 - 1. Minimum lamp output of 100 watts UV-C (253.7 nanometers) measured after 9,000 HR operation
 - a. Performed by independent certified laboratory.
 - 2. Minimum lamp live of 9,000 HR.
 - 3. Variable UV lamp output proportional to the variable power setting from the electronic ballast.
 - 4. Maximum operation skin temperature of 130 DegC.
 - 5. Electrical connection shall have a minimum of two (2) pins located on either side.
 - 6. Two sources of supply shall be available for replacement lamps.
 - 7. Lamp filaments shall be clamped design, rugged to withstand shock and vibration.
 - 8. Lamp base shall be constructed of material resistant to UV and ozone and shall incorporate dielectric barrier of pin insulator
 - a. Pin insulator shall consist of a non-conductive divider placed between the lamp pins to prevent direct arcing across the pins in moist conditions.
 - b. Barrier shall be dielectrically tested for 25,000 V.
- C. Lamp end Seal and Lamp Holder:
 - 1. The open end of the lamp sleeve shall be sealed by means of a sleeve nut which threads onto a sleeve cup and compresses the sleeve O-ring.
 - 2. The sleeve nut will have a knurled surface to allow a handgrip for tightening. The sleeve nut shall not require any tools for removal.
 - 3. The lamp will be held in place by means of a molded lampholder that will incorporate tow seals. The lampholder will incorporate a double seal against the inside of the quartz sleeve to act in series with the external O-ring.

- 1 4. The second seal on the lampholder will isolate and seal the lamp from the module frame and
- 2 all other lamps in the module.
- 3 5. In the event of a quartz sleeve fracture the two seals of the lamp holder will prevent
- 4 moisture from entering the lamp module frame and the electrical connections to the other
- 5 lamps in the module.
- 6 6. The lampholder will also incorporate a UV resistant PVC molded stop that will prevent the
- 7 lamp sleeve from touching the steel sleeve cup.

- 8 D. UV Modules:
- 9 1. Ends of the UV lamp sleeves shall not protrude beyond the frame.
- 10 2. Provide reflector shield to prevent UV light from exiting the channel.
- 11 3. Design such that UV lamps and UV lamp sleeves can be changed without requiring special
- 12 tools.
- 13 4. Equipped with interlock switch, if required, which will automatically disconnect power to
- 14 its associated bank if the module is raised from channel or the quick disconnect plug is
- 15 removed.
- 16 5. The module support rack shall be Type 304 or 316 stainless steel and be suspended above
- 17 the effluent in the channel by means of slotted angles allowing adjustment to the precise
- 18 height of the channel and requiring no fastening of the individual UV lamp modules.
- 19 6. The module support rack will be designed to that no ultraviolet light will radiate above the
- 20 channel when the UV lamp modules are energized and fully immersed in the effluent.

- 21 E. UV Lamp Sleeve:
- 22 1. Material: See 2.2
- 23 2. The nominal wall thickness shall be 1.5 mm.
- 24 3. When clean, minimum UV transmittance of 90 percent at 253.7 nanometers.
- 25 4. When fouled, minimum UV transmittance of 70 percent at 253.7 nanometers.
- 26 5. Lamp sleeves will be domed at one end.
- 27 6. Not subject to solarization or degradation over life.

- 28 F. Automatic Cleaning System:
- 29 1. Cleaning system shall have mechanical and chemical cleaning abilities, complete with an
- 30 automatically initiated and controlled cleaning cycle.
- 31 2. The cleaning system, including both mechanical and/or chemical components, shall be fully
- 32 operation *without* requiring either lamps or modules to be placed out of service.
- 33 3. Cleaning cycle intervals to be field adjustable within the range of once every 24 hours to
- 34 once every 500 hours. Remote Manual and Remote Auto Cleaning control to be available
- 35 through the operator interface.
- 36 4. The system shall be provided with the required cleaning solutions necessary for initial
- 37 equipment testing and for equipment start-up.

- 38 G. Automatic Level Controllers:
- 39 1. Provide Motorized Weir Gate per section 40 50 58 requirements.
- 40 2. All gates required per section 40 50 58 shall be provided by UV manufacturer for system
- 41 responsibility.
- 42 3. Provide level transmitter in each channel to control position of automatic level controller.

- 43 H. Hydraulic System Center (HSC):
- 44 1. Integrate existing HSC with new channel.

- 45 I. Module Lifting Device:
- 46 1. Not Required since bridge crane provided

- 47 J. UV Intensity Sensor:
- 48 1. Provide UV intensity sensor:
- 49 a. One (1) for each bank.
- 50 b. To continuously sense UV intensity produced with indication corresponding to 0 - 100
- 51 percent UV intensity of new UV lamp.
- 52 c. Shall measure only the germicidal portion of UV light at 253.7 nanometers.

- 1 d. Shall not degrade after prolonged exposure to UV light.
- 2 e. Automatically cleaned at the same frequency as the UV lamps.
- 3 K. Low Water Level Sensor:
- 4 1. One (1) per channel.
- 5 2. Extinguish UV lamps automatically if water level in the channel drops below low level.
- 6 L. Channel Level Transmitter:
- 7 1. Output signal: 4-20ma DC.

8 **2.5 ELECTRICAL**

- 9 A. General:
- 10 1. Power each module from receptacle on Power Distribution Center.
- 11 2. Drive two lamps with each ballast.
- 12 3. Power factor: more than 98 percent leading or lagging.
- 13 4. System Control Center Electrical Supply: 120 V/60 Hz
- 14 5. Power Distribution Center electrical Supply: 277/ 480 V/60 Hz, 3 phase, 4 wire.
- 15 6. Air compressor electrical supply: 480 V/60 Hz. (WEDECO)
- 16 7. Air compressor or pneumatic HSC automatic drain and filter: 120v/60Hz. (WEDECO)
- 17 8. Hydraulic system center electrical supply: 480 volts, 3 phase plus ground. (Trojan)
- 18 9. Online UV transmission monitor: 120 V/60 Hz.
- 19 10. UV manufacturer shall perform all terminations between lamps and ballasts.
- 20 11. UV manufacturer shall supply all cabling between lamps and ballasts.
- 21 B. Power Distribution Centers (PDC's):
- 22 1. NEMA 4X, stainless steel.
- 23 2. Power distribution via wire connection to be environmentally sealed to allow for local
- 24 connection of UV modules.
- 25 3. Data concentration via integrated circuit boards located inside the PDC.
- 26 4. Comply with UL safety requirements.
- 27 5. Seal all internal components from the environment.
- 28 6. One separate sealed PDC per bank of lamps.
- 29 7. For "cabinet mounted" style ballast system, UV manufacturer shall provide one complete
- 30 cabinet for each bank of lamps.

31 **2.6 CONTROL AND INSTRUMENTATION**

- 32 A. Existing UV System Control Panel:
- 33 1. Existing control panel (CP-UV) and associated Operator Interface Terminal (OIT) shall be
- 34 reprogrammed by UV manufacturer as required to allow third (new) UV channel to operate
- 35 seamlessly with existing channels.
- 36 a. Mode of operation, alarms, and all functions shall match existing.

37 **2.7 SPARE PARTS**

- 38 A. General:
- 39 1. Provide spare parts:
- 40 a. In the shipment along with the equipment to site.
- 41 b. In the amount as indicated in 2.7 B. after all damaged or failed items have been
- 42 replaced and the UV disinfection system equipment has achieved Final Acceptance.
- 43 c. Identical with original installed parts.
- 44 d. In clearly identified and labeled containers with quantity, item description, and part
- 45 number.
- 46 B. Spare Parts:
- 47 1. Provide the following spare parts:
- 48 a. Two (2) UV intensity sensors.
- 49 b. Ten (10) percent of total installed UV lamp seal rings.
- 50 c. 10 (ten) percent of total installed wiper system components.

1 d. One full change of cleaning solution (Trojan) for one year after start up and acceptance.

2 **PART 3 - EXECUTION**

3 **3.1 INSTALLATION/APPLICATION**

4 A. General:

- 5 1. Provide services of competent and experienced factory trained authorized representative to
6 provide technical direction during installation, adjusting, and testing UV disinfection system
7 and ancillary equipment.
8 2. Provide written certification by UV manufacturer stating UV disinfection system and
9 ancillary equipment have been factory tested to comply with the specifications herein and
10 have been properly assembled prior to shipment.
11 3. Provide Manufacturer's Field Service Report stating UV disinfection system and ancillary
12 equipment has been started up and ready and ready for operation, and is:
13 a. Properly installed and tested.
14 b. Free from any induced stress imposed by attached work.
15 c. Properly operational under full load conditions.
16 d. Properly operational under all control modes.

17 B. Install all items as shown on drawings.

18 **3.2 FIELD QUALITY CONTROL**

19 A. Delivery and Storage:

- 20 1. A complete set of manufacturer's instructions covering storage, installation, operation,
21 lubrication, and maintenance shall be furnished to the OWNER no later than the date the
22 equipment is shipped. Storage, installation, lubrication, and startup of the equipment and
23 motors shall be in strict conformance with the manufacturer's instructions.
24 2. All equipment shall be delivered by the Manufacturer to the site ready for installation
25 according to the schedule provided in the General Requirements.
26 3. Deliver materials dry and undamaged, and store out of contact with ground. Cover
27 materials with weather tight coverings and keep dry.

28 B. Installation:

- 29 1. The UV Equipment Manufacturer shall provide technical support during the installation.
30 2. The Installation Contractor will install the UV equipment and all components including
31 conduit and wiring.

32 C. Inspection, Startup and Field Adjustment:

- 33 1. The INSTALLATION CONTRACTOR shall furnish labor to assist Manufacturer for
34 startup.
35 2. Factory inspections:
36 a. The manufacturer shall inspect control panels and equipment for required construction,
37 electrical connection, and intended function.
38 b. The manufacturer shall supervise any factory adjustments and installation checks.
39 3. Manufacturer shall establish, verify, and demonstrate proper operation of the UV system
40 during startup. Manufacturer shall be present full time for a minimum of three (3) days but
41 as many days as necessary for successful UV system startup.
42 a. Furnish all necessary supplies needed for the initial startup and testing of the
43 equipment.
44 b. Check proper installation of the equipment.
45 c. Proper inspection, checking, and adjustment of the equipment.
46 d. Startup and field-testing for proper operation.
47 e. Perform functional testing on equipment.

48 D. Testing:

- 49 1. General:

233305

- 1 a. Manufacturer and INSTALLATION CONTRACTOR shall be responsible for operation
2 and maintenance of the UV system equipment until compliance with all disinfection
3 requirements has been demonstrated. Manufacturer shall be present full time for a
4 minimum of three (3) days during performance testing but as many days as necessary so
5 that a knowledgeable representative either from the manufacturer or INSTALLATION
6 CONTRACTOR operates and maintains UV system equipment during testing.
- 7 b. With the exception of UV system equipment operation and maintenance, OWNER will
8 perform all other operation and maintenance services for peak flow rate performance
9 test, 30-day performance test. OWNER will operate the UV system; however, the
10 INSTALLATION CONTRACTOR or manufacturer shall be on call in case equipment
11 operation or maintenance problems arise.
- 12 c. The following field tests shall be performed by or under the direct supervision of the
13 OWNER with assistance from the manufacturer's representative:
- 14 1) Functional testing (including Electrical Harmonic Field Testing).
15 2) Performance Testing.
16 a) Peak flow rate performance test.
17 b) 30-day performance test.
18 c) Field Commissioning test.
- 19 2. Functional Testing:
- 20 a. Prior to Startup, the manufacturer's representative shall inspect the installed UV System
21 for proper alignment, correct operation, proper connections, and satisfactory function of
22 all components. The manufacturer's representative shall approve the installation and
23 provide certification that the system components have been installed correctly and are
24 ready for operation. If the UV System needs corrective action prior to beginning the
25 Functional Testing, the INSTALLATION CONTRACTOR shall make all necessary
26 modifications to meet these specified requirements. The proposed Functional Testing
27 procedure shall be submitted to and approved by the Engineer before scheduling and
28 performing the Functional Test.
- 29 b. The SELLER shall prepare a report summarizing the results of the Functional Testing.
30 The report shall be transmitted to the Engineer within two (2) weeks of the Functional
31 Test for review and acceptance. Review and acceptance of the summary report will not
32 be necessary in order to proceed from the Functional Testing to the Performance
33 Testing.
- 34 c. WRF secondary effluent shall be used for test fluid.
- 35 d. Functional Testing shall be witnessed by the Engineer and shall demonstrate that the
36 UV System and related control system operates in accordance with the specifications,
37 including all operating, monitoring, and control functions.
- 38 e. The INSTALLATION CONTRACTOR, with assistance from the manufacturer's
39 representative, shall conduct Functional Tests until each individual component item or
40 system has achieved one (1) continuous hour of satisfactory operation. All operational
41 features and controls shall be demonstrated during this period while in automatic modes.
42 Each UV train shall be tested to demonstrate proper performance, as specified herein.
- 43 f. The Functional Test shall include confirming the operability of the serial interface
44 between the UV control panels, PLC, and the plant data control system. The
45 manufacturer shall require the presence of the INSTALLATION CONTRACTOR
46 during the interface test.
- 47 g. The Functional Test shall include field testing of the harmonics. Harmonic testing of
48 the installed UV System shall be used to verify compliance with the harmonic criteria.
- 49 3. Performance Testing:
- 50 a. The INSTALLATION CONTRACTOR and Manufacturer shall provide testing
51 services on WRF secondary effluent.
- 52 b. The peak flow rate and 30-day performance tests will be run by the OWNER as part of
53 plant operations and will be used to demonstrate the UV system's ability to meet the
54 OWNER effluent quality requirements given in paragraph 2.3 B. OWNER will perform
55 all sampling and testing.

- 1 c. In addition to the effluent quality requirements given in 2.3 B., the performance of the
 2 UV system shall be greater than or equal to the disinfection performance of the UV
 3 equipment.
- 4 d. Written summaries, with results of all tests completed, tests in progress, and equipment
 5 modifications, shall be submitted to Engineer within two (2) days and shall include:
 6 1) Operating mode of UV disinfection system equipment.
 7 2) Sampling plan and schedule of UV disinfection system influent and effluent grab
 8 samples.
 9 3) Data to be collected with each sampling.
 10 a) Inlet/outlet velocity distribution (if hydraulic profiling is performed).
 11 b) Flow rate and flows split between reactor trains.
 12 c) Water level.
 13 d) UV transmittance and turbidity.
 14 e) Operational UV dose.
 15 f) UV lamp intensity.
 16 g) E. coli counts in cfu/100mL.
- 17 4. If the UV system fails to meet any test requirements, OWNER will notify manufacturer, and
 18 manufacturer shall investigate the problem and develop a corrective plan within two (2)
 19 weeks of notification. Manufacturer shall be solely responsible for costs for modifications
 20 to the UV system and for retesting required to demonstrate compliance with all test
 21 requirements.
- 22 5. Additional testing period beyond initial periods will not be basis for extension of contract
 23 time or claim for additional compensation from OWNER.
- 24 E. Training:
- 25 1. Manufacturer shall be present full time for a minimum of one (1) day to provide complete
 26 training of OWNER Operations and Maintenance Staff on UV system operation and
 27 maintenance.
- 28 2. Instruction shall be specific to the models of equipment provided and shall include both
 29 classroom and field sessions.
- 30 3. Training shall be completed prior to commencement of startup.
- 31 4. All training materials and visual aids to be provided by UV manufacturer and shall be based
 32 on the O&M Manual.
- 33 F. Effluent quality determined by results shall meet or exceed characteristics indicated in
 34 Performance Requirements specified herein.
- 35 G. Performance Requirements not met during Performance Testing Period:
- 36 1. Modifications to equipment or operational changes shall be made within two (2) weeks of
 37 written notification indicating Performance Requirements of UV disinfection system
 38 equipment have not been met.
- 39 2. Perform additional Performance Testing after deficiencies above have been remedied:
- 40 a. Additional Performance Testing period shall have the same requirements and duration
 41 as initial Performance Testing period specified.
- 42 H. UV disinfection system and ancillary equipment failing to meet Performance Requirements
 43 specified herein, after first additional Performance Testing Period, and after several attempts of
 44 implementing the correcting measures by UV supplier, may be required to be removed at
 45 OWNERS option:
- 46 1. Within thirty (30) days after rejection.
- 47 2. Replaced with UV disinfection system equipment able to meet Performance Requirements
 48 specified in this Section at no additional cost to the OWNER.
- 49 I. All payments made by the OWNER associated with UV disinfection system equipment shall be
 50 returned to OWNER if UV disinfection system cannot perform in accordance with the
 51 Specification.
- 52 J. Additional Performance Testing Period beyond initial periods will not be basis for extension of
 53 contract time or claim for additional compensation from OWNER.

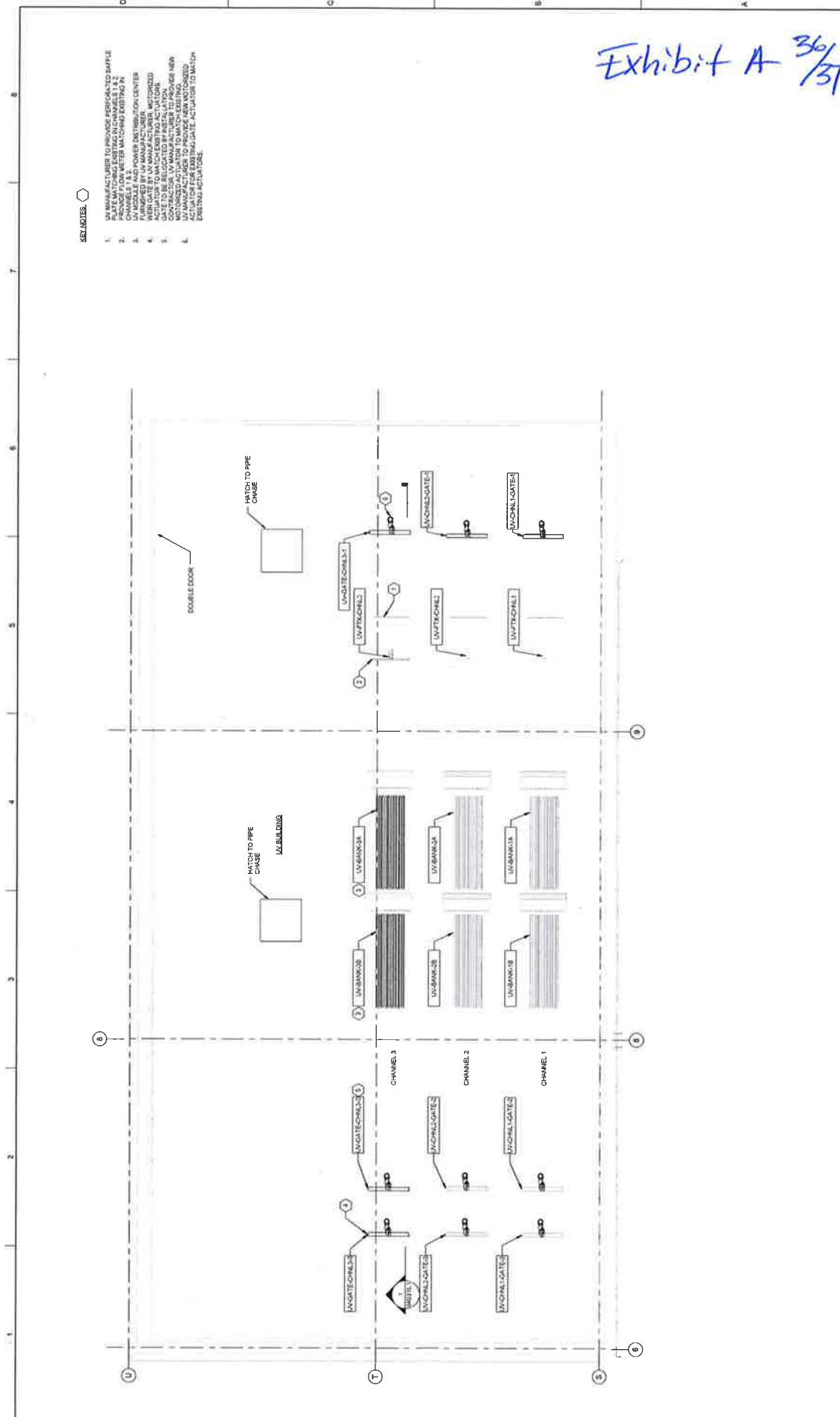
1

END OF SECTION

Exhibit A 3/6/13

REVISIONS:

- 1. UV MANUFACTURER TO PROVIDE RESISTANCE SAMPLE PLATE MATCHING LISTING ON CHANNELS 1, 2 & 3.
- 2. PROVIDE FLOW METER MATCHING LISTING ON CHANNEL 1.
- 3. PROVIDE FLOW METER MATCHING LISTING ON CHANNEL 1.
- 4. PROVIDE FLOW METER MATCHING LISTING ON CHANNEL 1.
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- 9. PROVIDE FLOW METER MATCHING LISTING ON CHANNEL 1.
- 10. PROVIDE FLOW METER MATCHING LISTING ON CHANNEL 1.



BASIN COMPLEX
UV DISINFECTION FLOOR PLAN

FILENAME: \\044115\1\Drawings\044115_1.dwg
SCALE: 1/8" = 1'-0"
SHEET: 044115.1

Water Reclamation Facility
City of Billings MT
W.O. 19-31
UV Equipment Procurement



PROJECT MANAGER: C. HANSEN

CIVIL	J. GOTTWALD
STRUCTURAL	T. HAMILIN
MECHANICAL	J. ROBERT
ELECTRICAL	C. BEYB
INSTRUMENTATION	D. BEISER
PRODUCT NUMBER	121205

ISSUE	DATE	DESCRIPTION



Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: W.O. 19-34, Water Reclamation Facility Headworks Screen Procurement

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

City Council will consider awarding a purchase agreement to Enviro-Care in the amount of \$148,988 to acquire perforated plate screening equipment to be installed under a separate contract in fall/winter 2019 for capacity expansion at the Water Reclamation Facility (WRF). The new equipment is being installed into an existing spare channel that was designed and constructed under a previous project to fit the dimensions of the requested equipment. The City is using identical equipment at the WRF Headworks Facility to screen plant effluent in three other channels. In an effort to optimize equipment operations & maintenance practices and to reduce equipment downtime for repair, WRF staff requests identical pieces of equipment for screening influent wastewater. Lead time for obtaining additional parts for this equipment is typically 2-3 months. As a result, staff is requesting sole sourcing the equipment purchase.

The purchase agreement includes supplying all the equipment, parts and documentation, as well as performing the start-up, instruction, and inspection described in the attached Scope of Supply in accordance with the project Specifications included with the purchase agreement.

ALTERNATIVES ANALYZED

City Council may:

- Approve award of the procurement contract to Enviro-Care, or;
- Disapprove award of the procurement contract. If the equipment is not procured, expansion of the WRF's capacity to perform the necessary screening of raw wastewater influent into the Water Reclamation Facility will be delayed, resulting in a less robust treatment process.

FINANCIAL IMPACT

The following price was received on June 6, 2019, for W.O. 19-34, WRF Headworks Screen Equipment Procurement:

Supplier	Price
Enviro-Care	\$148,988.00

The funding source for this project is wastewater funds.

RECOMMENDATION

Staff recommends that the City Council award a purchase agreement for the W.O. 19-34, WRF Headworks Screen Procurement to Enviro-Care in the amount of \$148,988.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO1934 Purchase Agreement



PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “City,” and, **Enviro-Care**, hereinafter referred to as “Seller.”

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. **PRODUCT PURCHASED:** Seller agrees to sell and City agrees to purchase the goods (“Product”) as described below and per written City’s specifications and Seller’s proposal attached hereto as Exhibit “A,” which are incorporated into this agreement by this reference. The Product being purchased consists of:

<u>Item</u>	<u>Price</u>
Perforated Filter Screen FSM FRS2 – 1000x60/6	\$148,988.00

2. **Price:** The City agrees to pay One Hundred Forty Eight Thousand Nine Hundred Eighty Eight and No/100 Dollars (\$148,988.00) as the purchase price. All prices are inclusive of any applicable local, state or federal taxes that may be applied to the product to be purchased. The purchase price is free on board at the place of delivery and Seller may not impose any additional, shipping, delivery or storage charges.

3. **Delivery and Payment:** Seller agrees to deliver the above-described goods or product to City by December 31, 2019 unless otherwise provided in this Agreement. Delivery will occur at **City of Billings, MT Water Reclamation Facility** or at a place otherwise selected by City. Upon delivery, City may inspect the goods or product to ensure that it meets City specifications, and Seller may obtain specifications from City upon request. If the Product meets City specifications, City shall tender the purchase price stated above to Seller through the City’s normal claim process.

4. **Specifications:** Seller agrees that this Product complies with the City’s specifications provided to Seller and with the Seller’s proposal thereto as accepted by the City. Unless otherwise agreed to by the City, the City’s specifications govern and control in the event of inconsistencies with the Seller’s response to the same.



5. **Indemnity, Insurance and Bonds:** Seller agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Seller or its agents or employees. **For this purpose, Contractor shall provide City with proof of both Commercial General liability and automobile insurance each issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.5 million per occurrence. The City shall be named as an additional insured on all policies other than professional liability and worker's comp. The insurance must be in a form suitable to City.**

Seller shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount.

6. **Nondiscrimination:** Seller agrees that all hiring by Seller of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

7. **Default and Termination:** If Seller fails to deliver the goods or product as set forth in Paragraphs 2 and 3 above, or violates any provision of this Agreement, or if the goods or product fails to meet City's specifications, City may, at its option, declare the Seller in default and immediately cancel and rescind this Agreement. Thereafter, City may procure substitute goods or product to replace the goods or product described herein. In such event, Seller is liable to City for the difference between the price set forth herein and the price paid by City for replacement goods or product. Additionally, the City may pursue any other remedy it has at law or in equity.

8. **Warranty:** Unless superseded or supplemented by an express warranty, Seller represents and warrants that the Product are covered by implied warranties for merchantability and fitness for the particular purpose for which they have been purchased.

9. **Assignment:** Seller may not assign this Agreement or any of its rights hereunder without the express written consent of City.



10. **Entire Agreement:** This Agreement, including its appendices, if any, is the entire understanding between the parties relating to the subject matter contained herein. No agent or representative of either party has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this agreement, including the appendices, must be in writing and signed by an authorized representative of each of the parties hereto.

11. **Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

SELLER (Print Business Name Above)

By _____
WILLIAM A. COLE
MAYOR

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM

By _____
BRENT BROOKS, City Attorney

Scope of Supply

Project:

City of Billings, MT

W.O 19-34: Water Reclamation Facility Headworks Screen Procurement

Specification:

46 21 53 Perforated Plate Screens – May 2019

Equipment:

FSM FRS2 -1000x60/6 Perforated
Filter Screen

*(IDENTICAL to the three (3) existing
units)*



Represented By:

The Coombs Hopkins Company

Scott Forsling

Phone: 435-659-7199

Email: scott@coombshopkins.com

Regional Sales Manager:

Enviro-Care

Alan Spratt

Phone: 224-302-0304

Email: aspratt@enviro-care.com



Project No.: WEC216316

June 5, 2019



1570 St. Paul Avenue - Gurnee IL 60031

P: 815.636.8306

F: 847.672.7968

www.enviro-care.com

SPECIFICATION: 46 21 53 – Perforated Plate Screens

ADDENDA: None

ITEM: "A" - One (1) FSM Perforated Filter Screen Model FRS2 - 1000 x 60/6.

- FSM is the original equipment manufacturer (OEM) for the existing three (3) FSM Perforated Filter Screens currently operating at the Billings WRF and therefore is the only manufacturer that can provide and guarantee the supply of an *IDENTICAL* unit as required per Section 46 21 53 – Paragraph 1.1.A.2.



EQUIPMENT NUMBER: HWB-SCRN-4

BASIS OF DESIGN (EACH)

Application:	Municipal Wastewater
Average Annual Flow (Per Screen, 2 Screens in Service):	8.5 mgd
Average Wet Weather Flow (Per Screen):	13 mgd
Peak Flow (Per Screen, 3 Screens in Service):	20 mgd
Downstream Water Level:	3.5 feet @ peak flow
Headloss:	12 inches @ PF with 20% blinding
Screen Perforated Opening:	6 mm
Angle of Screen:	60 degrees from horizontal
Channel Width:	4.0 feet
Channel Depth:	7.5 feet
Floor Recess:	6-inches
Discharge Height:	3.5 feet above finished floor elevation
Maximum Screen Height:	9.0 feet above finished floor elevation
Wash Water:	15 gpm at 40 – 60 psi

PERFORATED PANEL TRAVELING BELT SCREEN (EACH)

- Fully automatic self-cleaning FSM screen complete with all appurtenances – 304L stainless steel.
- Main frame constructed from type 304L stainless steel.
- Flanged baseplate with pivot assembly for mounting screen assembly to top of channel – 304L stainless steel. Pivot assembly allows screen to be pivoted out of channel.
- Screen support rails from UHMW-PE provided front and back on each side of frame.
- Replaceable UHMW-PE seals mounted to each side of frame.

- Replaceable bottom seals – UHMW-PE, Buna-N rubber, and triple layer polyester brush with 304L stainless steel adjustable holder.
- Perforated filter screen elements with 1/4" (6 mm nominal) perforations from 3 mm thick (12 gauge) from type 304L stainless steel, bolted to drive chain with 304 stainless steel bolt ny-lock nuts and washers.
- Stainless steel screen drive chain from 304 stainless steel with hardened bushings, and pins from stainless steel.
- Stainless steel chain and screen elements driven by two (2) drive shaft mounted stainless steel sprockets with minimum thickness of 0.75 inches.
- Lower rotating guide sprockets from type 304 stainless steel with life seal bushings and a stainless steel stub shaft.
- Drive tensioners – 304 stainless steel.
- Drive system to include a SEW-Eurodrive two-speed/single winding motor 3.0/1.5 HP 1800/900 rpm TEFC (Class 1, Division 2) gearedrive motor suitable for 460V/3/60 electrical supply.
- Nylon screen cleaning brush, automatic self-adjusting, with stainless steel drive shaft and 2.0 HP 1760 rpm TEFC (Class 1, Division 2) SEW-Eurodrive geared motor suitable for 460V/3/60 electrical supply.
- Rotary Deflector from type 304L stainless steel on back side of screen.
- Internal spray system to clean internal surfaces of screen panel from stainless steel with brass nozzles; complete with manual ball valve and NEMA 4X 120vac solenoid valve.
- Removable 304L stainless steel odor control enclosures/covers with clear plexiglass view panels as specified.
- Screenings discharge hood/chute, hinged from type 304L stainless steel with clear plexiglass view panels as specified. Complete with polypropylene inspection hatches on each side.
- Anchor bolts – 304 stainless steel.
- Fasteners – 304 stainless steel.
- Shop surface preparation, stainless steel FULL DIP PASSIVATION.

CONTROL PANEL AND INSTRUMENTATION (EACH)

- Control panels and instrumentation to be provided by others, not Enviro-Care.

SPARE PARTS (TOTAL)

- One (1) set of bottom sprockets.
- One (1) set of top sprockets.
- One (1) set of tension frame bearings.
- One (1) complete set of replacement drive chain with master link connection pieces.
- One (1) perforated plate panel.
- One (1) complete rotating brush assembly.
- One (1) set of side and bottom curved seals.
- One (1) lower brush seal with rubber.

- One (1) of each motor (integral to gear reducer spare).
- One (1) of each gear reducer.

FIELD SERVICE (TOTAL)

- Site service of one (1) trip for a total of two (2) days for installation inspection, startup and operator training.

CLARIFICATIONS/COMMENTS

- 1.4.A.5: For clarification, the screen discharge height will be 3.5 feet identical to the three (3) FSM FRS2 1000x60/6 Perforated Filter Screens currently operating at the Billings WRF. Per Paragraph 1.1.A.2 the new screen is to be identical to the existing equipment currently operating at the Billings WWTP.
- 2.4.E.4: For clarification, we will provide a discharge hood identical to the three (3) FSM FRS2 1000x60/6 Perforated Filter Screens currently operating at the Billings WRF. The discharge hood described is specific for the new model FSM FRS3 perforated plate screen and cannot be installed on the older model FSM FRS2 perforated plate screen.

OPTIONAL ITEMS

- None.

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS.

EXCLUSIONS

Taxes, electrical wiring, conduit or electrical equipment, piping, valves, or fittings, shimming material, lubricating oil or grease, shop or field painting, field welding, erection, hoist or lifting apparatus, detail shop fabrication drawings, unloading, storage, concrete work, civil design, grating, platforms, stairs, hand railing, dumpster (except as specifically noted).

This proposal section has been reviewed for accuracy and is approved for issue:

By: Beth Emmelot Date: June 5, 2019



PRICING

Item	Equipment	Price
A	One (1) FSM Perforated Filter Screen Model FRS2 1000 x 60/6.	\$ 148,988.00

Validity:

Prices are valid for a period of 30 days from the date of this proposal.

Warranty Statement and Term:

Enviro-Care Company, Inc. warrants the supplied equipment to the original end user against defects in workmanship or material under normal use and service in compliance with the original design specifications and the maintenance requirements and instructions as found in the Operations & Maintenance Manual. All Enviro-Care supplied equipment is warranted twenty-four (24) months from date of start-up or thirty (30) months from date of shipment, whichever occurs first.

Warranty Exclusions:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover consumables and Enviro-Care parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Enviro-Care. Wear parts are defined as brushes, rollers, spray nozzles, drum seals and other items specifically identified in the Operations & Maintenance Manual.

Warranty Coverage:

Enviro-Care's liability is limited to the supply or repair of defective parts returned, freight prepaid by buyer to a location specified by Enviro-Care. Repaired or replacement parts will be shipped to buyer prepaid via standard ground freight. Express or expedited shipments will be at the expense of the buyer.

Exclusions and Exceptions:

This Warranty excludes damage or wear to equipment caused by misapplication of product, improper maintenance, accident, abuse, unauthorized alteration or repair, Acts of God, or installation or operation that is non-compliant with Enviro-Care installation and operations instructions.

Limited Liability:

Enviro-Care shall not under any circumstances be liable for any incidental or consequential damages arising from loss, damage to property, personal injury or other damage or losses owing to the failure of Enviro-Care's equipment. The liability of Enviro-Care Company, Inc. is limited as set forth above within the time period set forth above.

Term: 15% with Submittal Approval
80% Net 30 Days after Shipment
5% Net 30 days after Startup. Startup not to exceed 180 days from equipment delivery.

Taxes: No sales or use taxes have been included in our pricing.

Freight: Prices quoted are F.O. B. shipping point with freight allowed to a readily accessible location nearest jobsite. Any claims for damage or loss in shipment to be initiated by purchaser.

Submittals: Full submittals will be supplied approximately **4 to 6 weeks** after receipt and acceptance of purchase order at the Enviro-Care offices.

Shipment: Shipment time is approximately **18 to 20 weeks** after receipt of approved submittal is received at the Enviro-Care offices. Under no circumstances will verbal approval be accepted.

Additional Field Service: This service may be scheduled at \$1,250.00 per day plus expenses or is available through a yearly service contract.

Material of Construction: Enviro-Care is providing the equipment from the type of material specified for this project. If from 304L stainless steel the concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- Chloride <200 mg/L
- Hydrogen Sulfide (H₂S) <6ppm

If not already done so, Enviro-Care can provide the equipment from 316L stainless steel for a price adder for environments that exceed the values noted above.

Please issue Purchase Orders to:

Enviro-Care
1570 St Paul Avenue
Gurnee, IL 60031

Attn: Stephen Rioux
Phone: 224-302-0308
Email: srioux@enviro-care.com



City of Billings

BILLINGS, MT

W.O. 19-34: Water Reclamation Facility Headworks Screen Procurement

Contract Documents and Specifications

May 2019

HDR Project No. 233305

SECTION 01 33 00
SUBMITTALS

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PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Mechanics and administration of the submittal process for:
 - a. Shop Drawings.
 - b. Samples.
 - c. Informational submittals.
 - 2. General content requirements for Shop Drawings.
- B. Related Specification Sections include but are not necessarily limited to:
 - 1. Division 00 - Bidding Requirements, Contract Forms and Conditions of the Contract.
 - 2. Division 01 - General Requirements.
 - 3. Section 01 33 04 – Operations and Maintenance Manuals.
 - 4. Section 46 21 53 – Perforated Plate Screens.

1.2 DEFINITIONS

- A. Shop Drawings:
 - 1. See General Conditions.
 - 2. Product data and samples are Shop Drawing information.
- B. Informational Submittals:
 - 1. Submittals other than Shop Drawings and samples required by the Contract Documents that do not require review and/or approval by the Engineer.
 - 2. Representative types of informational submittal items include but are not limited to:
 - a. Installed equipment and systems performance test reports.
 - b. Manufacturer's installation certification letters.
 - c. Warranties.
 - d. Service agreements.
 - 3. For-Information-Only submittals upon which the Engineer is not expected to conduct review or take responsive action may be so identified in the Contract Documents.

1.3 PREPARATION OF SUBMITTALS

- A. General:
 - 1. All submittals and all pages of all copies of a submittal shall be completely legible.
 - 2. Submittals which, in the Engineer's sole opinion, are illegible will be returned without review.
 - 3. Minimize extraneous information for equipment and products not relevant to the submittal.
 - 4. Supplies written comments on the submittal drawings shall be in **GREEN**.
 - 5. **SHOP DRAWINGS ARE REQUIRED TO BE SUBMITTED ELECTRONICALLY IN BLACK AND WHITE. COLOR ONLY TO BE USED IF REQUIRED FOR CLARITY.**
 - a. Maximum electronic file size is 10 megabytes for transmittal via email. Electronic files larger than 10 megabytes can be broken up for emailing or copied onto HDR's FTP site or guest transfer drive with follow up by and email notice indicating delivery of the shop drawing.
- B. Shop Drawings, Product Data, and Samples:
 - 1. Scope of any submittal and letter of transmittal:
 - a. Limited to one (1) Specification Section.
 - b. Submittals with more than one Specification section included will be rejected.

- 1 c. Do not submit under any Specification Section entitled (in part) "Basic Requirements"
- 2 unless the product or material submitted is specified, in total, in a "Basic Requirements"
- 3 Specification Section.
- 4 2. Numbering letter of transmittal:
- 5 a. Include as prefix the Specification Section number followed by a series number, "-xx",
- 6 beginning with "01" and increasing sequentially with each additional transmittal for that
- 7 Specification Section.
- 8 b. If more than one (1) submittal under any Specification Section, assign consecutive
- 9 series numbers to subsequent transmittal letters.
- 10 3. Describing transmittal contents:
- 11 a. Provide listing of each component or item in submittal capable of receiving an
- 12 independent review action.
- 13 b. Identify for each item:
- 14 1) Manufacturer and Manufacturer's Drawing or data number.
- 15 2) Contract Document tag number(s).
- 16 3) Unique page numbers for each page of each separate item.
- 17 c. When submitting "or-equal" items that are not the products of named manufacturers,
- 18 include the words "or-equal" in the item description.
- 19 4. Supplier's certification of review and approval:
- 20 a. Supplier shall execute Exhibit AA, Supplier's Submittal Certification form, to indicate
- 21 Supplier has reviewed and approved the submittal contents.
- 22 1) Clearly identify the person who reviewed the submittal and the date it was
- 23 reviewed."
- 24 b. Submittals containing multiple independent items shall be prepared with each item
- 25 listed on the letter of transmittal or on an index sheet for all items listing the discrete
- 26 page numbers for each page of each item, which shall be stamped with the Supplier's
- 27 review and approval stamp.
- 28 1) Each independent item shall have a cover sheet with the transmittal number and
- 29 item number recorded.
- 30 a) Provide clear space of 3 IN SQ for Engineer stamping.
- 31 2) Individual pages or sheets of independent items shall be numbered in a manner that
- 32 permits the entire contents of a particular item to be readily recognized and
- 33 associated with Supplier's certification.
- 34 5. Resubmittals:
- 35 a. Number with original Specification Section and series number with a suffix letter
- 36 starting with "A" on a (new) duplicate transmittal form.
- 37 b. Do not increase the scope of any prior transmittal.
- 38 c. Provide cover letter indicating how each "B", "C", or "D" Action from previous
- 39 submittal was addressed and where the correction is found in the resubmittal.
- 40 d. Account for all components of prior transmittal.
- 41 1) If items in prior transmittal received "A" or "B" Action code, list them and indicate
- 42 "A" or "B" as appropriate.
- 43 a) Do not include submittal information for items listed with prior "A" or "B"
- 44 Action in resubmittal.
- 45 2) Indicate "Outstanding-To Be Resubmitted At a Later Date" for any prior "C" or
- 46 "D" Action item not included in resubmittal.
- 47 a) Obtain Engineer's approval to exclude items.
- 48 6. Supplier shall not use red color for marks on transmittals.
- 49 a. Duplicate all marks on all copies transmitted, and ensure marks are photocopy
- 50 reproducible.
- 51 b. Engineer will use red marks or enclose marks in a cloud.
- 52 7. Transmittal contents:
- 53 a. Coordinate and identify Shop Drawing contents so that all items can be easily verified
- 54 by the Engineer.

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- b. Provide submittal information or marks defining specific equipment or materials utilized on the Project.
 - 1) Generalized product information, not clearly defining specific equipment or materials to be provided, will be rejected.
- c. Identify equipment or material project use, tag number, Drawing detail reference, weight, and other Project specific information.
- d. Provide sufficient information together with technical cuts and technical data to allow an evaluation to be made to determine that the item submitted is in compliance with the Contract Documents.
- e. Do not modify the manufacturer's documentation or data except as specified herein.
- f. Submit items such as equipment brochures, cuts of fixtures, product data sheets or catalog sheets not exceeding 11 x 17 IN pages.
 - 1) Indicate exact item or model and all options proposed by arrow and leader.
- g. When a Shop Drawing submittal is called for in any Specification Section, include as appropriate, scaled details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts, layout Drawings, rough-in diagrams, wiring diagrams, controls, weights and other pertinent data in addition to information specifically stipulated in the Specification Section.
 - 1) Arrange data and performance information in format similar to that provided in Contract Documents.
 - 2) Provide, at minimum, the detail specified in the Contract Documents.
- h. If proposed equipment or materials deviate from the Contract Drawings or Specifications in any way, clearly note the deviation and justify the said deviation in detail in a separate letter immediately following transmittal sheet. Any deviation from plans or specifications not depicted in the submittal or included but not clearly noted by the Supplier may not have been reviewed. Review by the Engineer shall not serve to relieve the Supplier of the contractual responsibility for any error or deviation from contract requirements.

8. Samples:

- a. Identification:
 - 1) Identify sample as to transmittal number, manufacturer, item, use, type, project designation, tag number, Specification Section or Drawing detail reference, color, range, texture, finish and other pertinent data.
 - 2) If identifying information cannot be marked directly on sample without defacing or adversely altering samples, provide a durable tag with identifying information securely attached to the sample.
- b. Include application specific brochures, and installation instructions.
- c. Provide Supplier's review and approval certification stamp or Supplier's Submittal Certification form as indication of Supplier's checking and verification of dimensions and coordination with interrelated work.
- d. Resubmit revised samples of rejected items.

C. Informational Submittals:

- 1. Prepare in the format and detail specified in Specification requiring the informational submittal.

1.4 TRANSMITTAL OF SUBMITTALS

A. Shop Drawings and Samples:

- 1. Transmit all submittals to:
- 2. Craig Habben: craig.habben@hdrinc.com
- 3. Utilize two (2) copies of attached Exhibit A to transmit all Shop Drawings and samples.

B. Informational Submittals:

- 1. Transmit under Supplier's standard letter of transmittal or letterhead.

- 1 2. Submit in triplicate or as specified in individual Specification Section.
- 2 3. Transmit to:
- 3 4. Craig Habben: craig.habben@hdrinc.com
- 4 C. Electronic Transmission of Submittals:
- 5 1. Transmittals shall be made electronically.
- 6 a. Use email.
- 7 2. Provide documents in Adobe Acrobat Portable Document Format (PDF), latest version.
- 8 3. Create one (1) PDF file for each equipment Operation and Maintenance Manual.
- 9 4. Do not password protect or lock the PDF document.
- 10 5. Drawings or other graphics must be converted to PDF file format from the original drawing
- 11 file format and made part of the PDF document.
- 12 a. Scanning of drawings is to be used only where actual file conversion is not possible and
- 13 drawings must be scanned at a resolution of 300 dpi or greater.
- 14 b. Required signatures may be applied prior to scanning for transmittal.
- 15 6. Electronic drawings shall be formatted to be at full-scale (or half-scale when printed to
- 16 11x17).
- 17 a. Do not reduce drawings by more than 50% in size.
- 18 b. Reduced drawings shall be clearly marked "HALF-SIZE" and shall scale accurately at
- 19 that size.
- 20 7. Rotate sheets that are normally viewed in landscape mode so that when the PDF file is
- 21 opened the sheet is in the appropriate position for viewing.
- 22 8. Create bookmarks in the bookmarks panel for the Operation and Maintenance Manual
- 23 cover, the Table of Contents and each major section of the Table of Contents.
- 24 9. Using Adobe Acrobat Standard or Adobe Acrobat Professional, set the PDF document
- 25 properties, initial view as follows:
- 26 a. Select File → Properties → Initial View.
- 27 b. Select the Navigation tab: Bookmarks Panel and Page.
- 28 c. Select the Page layout: Single Page.
- 29 d. Select the Magnification: Fit Page.
- 30 e. Select Open to page: 1.
- 31 f. Set the file to open to the cover page with bookmarks to the left, and the first bookmark
- 32 linked to the cover page.
- 33 10. Set the PDF file "Fast Web View" option to open the first several pages of the document
- 34 while the rest of the document continues to load.
- 35 a. To do this:
- 36 1) Select Edit → Preferences → Documents → Save Settings.
- 37 2) Check the Save As optimizes for Fast Web View box.
- 38 11. File naming conventions:
- 39 a. File names shall use a "ten dot three" convention (XXXXXX-YY-Z.PDF) where
- 40 XXXXXX is the Specification Section number, YY is the Shop Drawing Root number
- 41 and Z is an ID number used to designate the associated volume.
- 42 12. Labeling:
- 43 a. As a minimum, include the following labeling on all CD-ROM discs and jewel cases:
- 44 1) Project Name.
- 45 2) Equipment Name and Project Tag Number.
- 46 3) Project Specification Section.
- 47 4) Manufacturer Name.
- 48 5) Vendor Name.
- 49 13. Binding:
- 50 a. Include labeled CD(s) in labeled jewel case(s).
- 51 1) Bind jewel cases in standard three-ring binder Jewel Case Page(s), inserted at the
- 52 front of the Final paper copy submittal.
- 53 2) Jewel Case Page(s) to have means for securing Jewel Case(s) to prevent loss (e.g.,
- 54 flap and strap).

1 **1.5 ENGINEER'S REVIEW ACTION**

2 A. Shop Drawings and Samples:

- 3 1. Items within transmittals will be reviewed for overall design intent and will receive one (1)
 4 of the following actions:
 5 a. A - FURNISH AS SUBMITTED.
 6 b. B - FURNISH AS NOTED (BY ENGINEER).
 7 c. C - REVISE AND RESUBMIT.
 8 d. D - REJECTED.
 9 e. E - ENGINEER'S REVIEW NOT REQUIRED.
- 10 2. Submittals returned with Action "A" or "B" are considered ready for fabrication and
 11 installation.
 12 a. If for any reason a submittal that has an "A" or "B" Action is resubmitted, it must be
 13 accompanied by a letter defining the changes that have been made and the reason for
 14 the resubmittal.
 15 b. Destroy or conspicuously mark "SUPERSEDED" all documents having previously
 16 received "A" or "B" Action that are superseded by a resubmittal.
- 17 3. Submittals with Action "A" or "B" combined with Action "C" (Revise and Resubmit) or
 18 "D" (Rejected) will be individually analyzed giving consideration as follows:
 19 a. The portion of the submittal given "C" or "D" will not be distributed (unless previously
 20 agreed to otherwise at the Preconstruction Conference).
 21 1) One (1) copy or the one (1) transparency of the "C" or "D" Drawings will be
 22 marked up and returned to the Supplier.
 23 a) Correct and resubmit items so marked.
 24 b. Items marked "A" or "B" will be fully distributed.
 25 c. If a portion of the items or system proposed are acceptable, however, the major part of
 26 the individual Drawings or documents are incomplete or require revision, the entire
 27 submittal may be given "C" or "D" Action.
 28 1) This is at the sole discretion of the Engineer.
 29 2) In this case, some Drawings may contain relatively few or no comments or the
 30 statement, "Resubmit to maintain a complete package."
 31 3) Distribution to the Owner and field will not be made (unless previously agreed to
 32 otherwise).
- 33 4. Failure to include any specific information specified under the submittal paragraphs of the
 34 Specifications will result in the submittal being returned to the Supplier with "C" or "D"
 35 Action.
- 36 5. Calculations required in individual Specification Sections will be received for information
 37 purposes only, as evidence calculations have been stamped by the professional as defined in
 38 the specifications and for limited purpose of checking conformance with given performance
 39 and design criteria. The Engineer is not responsible for checking the accuracy of the
 40 calculations and the calculations will be returned stamped "E. Engineer's Review Not
 41 Required" to acknowledge receipt.
- 42 6. Supplier shall furnish required submittals with sufficient information and accuracy to obtain
 43 required approval of an item with no more than three submittals. Engineer will record
 44 Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample,
 45 or other item requiring approval, and Supplier shall be responsible for Engineer's charges to
 46 Owner for such time. Owner may impose a set-off against payments due to Supplier to
 47 secure reimbursement for such charges.
- 48 7. Transmittals of submittals which the Engineer considers as "Not Required" submittal
 49 information, which is supplemental to but not essential to prior submitted information, or
 50 items of information in a transmittal which have been reviewed and received "A" or "B"
 51 action in a prior submittal, will be returned with action "E. Engineer's Review Not
 52 Required."
- 53 8. Samples may be retained for comparison purposes.
 54 a. Remove samples when directed.

- 1 b. Include in bid all costs of furnishing and removing samples.
- 2 9. Approved samples submitted or constructed, constitute criteria for judging completed work.
- 3 a. Finished work or items not equal to samples will be rejected.

4 **PART 2 - PRODUCTS - (NOT APPLICABLE TO THIS SPECIFICATION SECTION)**

5 **PART 3 - EXECUTION - (NOT APPLICABLE TO THIS SPECIFICATION SECTION)**

6 **END OF SECTION**



EXHIBIT A Shop Drawing Transmittal No.

(Spec Section) (Series)

Project Name:		Date Received:
Project Owner:		Checked By:
Supplier:	HDR Engineering, Inc.	Log Page:
Address:	Address:	HDR No.:
		Spec Section:
		Drawing/Detail No.:
Attn:	Attn:	1st. Sub ReSub.
Date Transmitted:	Previous Transmittal Date:	

Item No.	No. Copies	Description	Manufacturer	Mfr/Vendor Dwg or Data No.	Action Taken*

Remarks:

* The Action designated above is in accordance with the following legend:

<p>A - Furnish as Submitted</p> <p>B - Furnish as Noted</p> <p>C - Revise and Submit</p> <ol style="list-style-type: none"> Not enough information for review. No reproduces submitted. Copies illegible. Not enough copies submitted. Wrong sequence number. Wrong resubmittal number. Wrong spec. section. Wrong form used. See comments. <p>D - Rejected</p>	<p>E - Engineer's review not required</p> <ol style="list-style-type: none"> Submittal not required. Supplemental Information. Submittal retained for informational purposes only. Information reviewed and approved on prior submittal. See comments. Delegated Design - Submittal received as requested by the Contract Documents. The Engineer did not review the engineering or technical content of the submittal. <p>Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Any deviation from plans or specifications not depicted in the submittal or included but not clearly noted by the Supplier may not have been reviewed. Review by the Engineer shall not serve to relieve the Supplier of the contractual responsibility for any error or deviation from contract requirements.</p>
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Comments:

By	Date
Distribution: Supplier File Field Owner Other	

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EXHIBIT AA

Supplier's Submittal Certification

Shop Drawing Transmittal No.: _____

Contract/Project Name: _____

Company Name: _____

has

1. reviewed and coordinated this Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
2. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
3. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
4. determined and verified all information relative to Supplier's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

This Submittal **does not** contain any variations from the requirements of the Contract Documents.

This Submittal **does** contain variations from the requirements of the Contract Documents. A separate description of said variations and a justification for them is provided in an attachment hereto identified as:

"Shop Drawing Transmittal No. _____ Variation and Justification Documentation"

Insert picture file or electronic signature of Authorized Representative

Authorized Representative

Date

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SECTION 01 33 04
OPERATION AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Administration of the submittal process for Operation and Maintenance Manuals.
 - 2. Content requirements for Operation and Maintenance Manuals.
- B. Related Specification Sections include but are not necessarily limited to:
 - 1. Section 01 33 00 – Submittals.
 - 2. Section 46 21 53 – Perforate Plate Screens.

1.2 DEFINITIONS

- A. Equipment Operation and Maintenance Manuals:
 - 1. Contain the technical information required for proper installation, operation and maintenance of process, electrical and mechanical equipment and systems.

1.3 SUBMITTALS

- A. Operation and Maintenance Manuals:
 - 1. Draft and final electronic copies.
 - 2. Final paper copies: Two (2).

1.4 SUBMITTAL SCHEDULE

- A. Draft Operation and Maintenance Manuals:
 - 1. Submit approvable draft manuals in electronic format (PDF) within 30 days following approval of the respective Shop Drawing.
 - a. Include placeholders or fly sheet pages where information is not final or is missing from the draft manual.
- B. Final Operation and Maintenance Manuals:
 - 1. Final approval of Operation and Maintenance Manuals in electronic format (PDF) must be obtained 45 days prior to equipment start-up.
 - 2. Provide paper copies and CD-ROMs of approved final Operation and Maintenance Manuals in electronic format (PDF), a minimum of 30 days prior to equipment start-up.
 - 3. Issue addenda to Final Approved Operation and Maintenance Manual to include:
 - a. Equipment field testing data.
 - b. Equipment start-up reports.

1.5 PREPARATION OF SUBMITTALS

- A. General:
 - 1. All pages of the Operation and Maintenance Manual submittal shall be legible.
 - a. Submittals which, in the Engineer's sole opinion, are illegible will be rejected without review.
 - 2. Identify each equipment item in a manner consistent with names and identification numbers used in the Contract Documents, not the manufacturer's catalog numbers.
 - 3. Neatly type any data not furnished in printed form.
 - 4. Operation and Maintenance Manuals are provided for Owner's use, to be reproduced and distributed as training and reference materials within Owner's organization.
 - a. This requirement is:
 - 1) Applicable to both paper copy and electronic files.
 - 2) Applicable to materials containing copyright notice as well as those with no copyright notice.

- 1 5. Notify supplier and/or manufacturer of the intended use of Operations and Maintenance
2 Manuals provided under the Contract.
- 3 B. Operation and Maintenance Manual Format and Delivery:
- 4 1. Draft electronic submittals:
- 5 a. Provide manual in Adobe Acrobat Portable Document Format (PDF), latest version.
6 b. Create one (1) PDF file for each equipment Operation and Maintenance Manual.
7 c. Do not password protect or lock the PDF document.
8 d. Drawings or other graphics must be converted to PDF file format from the original
9 drawing file format and made part of the PDF document.
10 e. Scanning of drawings is to be used only where actual file conversion is not possible and
11 drawings must be scanned at a resolution of 300 dpi or greater.
12 f. Rotate sheets that are normally viewed in landscape mode so that when the PDF file is
13 opened the sheet is in the appropriate position for viewing.
14 g. Create bookmarks in the bookmarks panel for the Operation and Maintenance Manual
15 cover, the Table of Contents and each major section of the Table of Contents.
16 h. Using Adobe Acrobat Standard or Adobe Acrobat Professional, set the PDF document
17 properties, initial view as follows:
18 1) Select File → Properties → Initial View.
19 2) Select the Navigation tab: Bookmarks Panel and Page.
20 3) Select the Page layout: Single Page.
21 4) Select the Magnification: Fit Page.
22 5) Select Open to page: 1.
23 6) Set the file to open to the cover page of the manual with bookmarks to the left, and
24 the first bookmark linked to the cover page.
25 i. Set the PDF file "Fast Web View" option to open the first several pages of the
26 document while the rest of the document continues to load.
27 1) To do this:
28 a) Select Edit → Preferences → Documents → Save Settings.
29 b) Check the Save As optimizes for Fast Web View box.
30 j. PDF file naming convention:
31 1) Use the Specification Section number, the manufacturer's name and the equipment
32 description, separated by underscores.
33 2) Example: 46 21 53_Peforated Plate Screens.pdf.
34 3) Do not put spaces in the file name.
- 35 2. Final electronic submittals:
- 36 a. Submit two (2) copies in PDF file format on two (2) CD-ROM discs (one (1) copy per
37 CD-ROM), each secured in a jewel case.
38 b. CD-ROM Labeling:
39 1) Provide the following printed labeling on all CD-ROM discs:
40 a) Project name.
41 b) Specification Section.
42 c) Equipment names and summary of tag(s) covered.
43 d) Manufacturer name.
44 e) Date (month, year).
45 c. CD-ROM Jewel Case Holder:
46 1) Insert jewel cases containing labeled CD-ROM discs in three-ring binder holder
47 (C-Line Products, www.c-lineproducts.com stock number CLI-61968 or
48 equivalent) at the front of each final paper copy.
- 49 3. Final paper copy submittals:
- 50 a. Quantity: Provide two (2) copies.
51 b. Paper: 8.5 x 11 IN or 11 x 17 IN bright white, 20 pound paper with standard three-hole
52 punching.
53 c. 3-Ring Binder:
54 1) Provide D-ring binder with clear vinyl sleeves (i.e. view binder) on front and spine.

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- 2) Insert binder title sheet with the following information under the front and spine sleeves:
 - a) Project name.
 - b) Specification Section.
 - c) Equipment names and summary of tag(s) covered.
 - d) Manufacturer name.
 - e) Date (month, year).
 - 3) Provide plastic sheet lifters prior to first page and following last page.
 - d. Drawings:
 - 1) Provide all drawings at 11 x 17 IN size, triple folded and three-hole punched for insertion into manual.
 - 2) Where reduction is not practical to ensure readability, fold larger drawings separately and place in three-hole punched vinyl envelopes inserted into the binder.
 - 3) Identify vinyl envelopes with drawing numbers.
 - e. Use plastic coated dividers to tab each section of each manual in accordance with the Table of Contents.
- C. Equipment Operation and Maintenance Manual Content:
- 1. Provide a cover page as the first page of each manual with the following information:
 - a. Manufacturer(s) Name and Contact Information.
 - b. Vendor's Name and Contact Information.
 - c. Date (month, year).
 - d. Project Owner and Project Name.
 - e. Specification Section.
 - f. Project Equipment Tag Numbers.
 - g. Model Numbers.
 - h. Engineer's Name.
 - 2. Provide a Table of Contents for each manual.
 - 3. Provide Equipment Record sheets as follows:
 - a. Printed copies of the Equipment Record (Exhibits B1, B2 and B3), as the first tab following the Table of Contents.
 - b. Exhibits B1-B3 are available as Fillable PDF Form documents from the Engineer.
 - c. Each section of the Equipment Record must be completed in detail; simply referencing the related equipment Operation and Maintenance Manual sections for nameplate, maintenance, spare parts or lubricant information is not acceptable.
 - d. For equipment involving separate components (for example, a motor and gearbox), a fully completed Equipment Record is required for each component.
 - e. Submittals that do not include the Equipment Record(s) will be rejected without further content review.
 - 4. Provide a printed copy of the Manufacturer's Field Services report following the Equipment Record sheets.
 - 5. Provide the following detailed information, as applicable:
 - a. Use equipment tag numbers from the Contract Documents to identify equipment and system components.
 - b. Equipment function, normal and limiting operating characteristics.
 - c. Instructions for assembly, disassembly, installation, alignment, adjustment, and inspection.
 - d. Operating instructions for start-up, normal operation, control, shutdown, and emergency conditions.
 - e. Lubrication and maintenance instructions.
 - f. Troubleshooting guide.
 - g. Mark each sheet to clearly identify specific products and component parts and data applicable to the installation for the Project; delete or cross out information that does not specifically apply to the Project.
 - h. Parts lists:
 - 1) A parts list and identification number of each component part of the equipment.

- 1 2) Exploded view or plan and section views of the equipment with a detailed parts
- 2 callout matching the parts list.
- 3 3) A list of recommended spare parts.
- 4 4) List of spare parts provided as specified in the associated Specification Section.
- 5 5) A list of any special storage precautions which may be required for all spare parts.
- 6 i. General arrangement, cross-section, and assembly drawings.
- 7 j. Electrical diagrams, including elementary diagrams, wiring diagrams, connection
- 8 diagrams, and interconnection diagrams.
- 9 k. Test data and performance curves.
- 10 l. As-constructed fabrication or layout drawings and wiring diagrams.
- 11 m. Copy of the equipment manufacturer's warranty meeting the requirements of the
- 12 Contract.
- 13 n. Copy of any service contracts provided for the specific piece of equipment as part of
- 14 the Contract.
- 15 6. Additional information as required in the associated equipment or system Specification
- 16 Section.

17 **1.6 TRANSMITTAL OF SUBMITTALS**

- 18 A. Operation and Maintenance Manuals.
- 19 1. Transmit all submittals to:
- 20 a. The address specified in Specification Section 01 33 00 - SUBMITTALS.
- 21 2. Transmittal form: Use Operation and Maintenance Manual Transmittal, Exhibit A.
- 22 3. Transmittal numbering:
- 23 a. Number each submittal with the Specification Section number followed by a series
- 24 number beginning with "-01" and increasing sequentially with each additional
- 25 transmittal, followed by "-OM" (for example: 46 21 53-01-OM).
- 26 4. Submit draft and final Operation and Maintenance Manual in electronic format (PDF) to
- 27 Engineer, until manual is approved.

28 **1.7 ENGINEER'S REVIEW ACTION**

- 29 A. Draft Electronic (PDF) Submittals:
- 30 1. Engineer will review and indicate one of the following review actions:
- 31 a. A - ACCEPTABLE
- 32 b. B - FURNISH AS NOTED
- 33 c. C - REVISE AND RESUBMIT
- 34 d. D - REJECTED
- 35 2. Submittals marked as Acceptable or Furnish As Noted will be retained; however, the
- 36 transmittal form will be returned with a request for the final paper and electronic documents
- 37 to be submitted.
- 38 3. Copies of submittals marked as Revise and Resubmit or Rejected will be returned with the
- 39 transmittal form marked to indicate deficient areas.
- 40 4. Resubmit until approved.
- 41 B. Final Paper Copy Submittals:
- 42 1. Engineer will review and indicate one (1) of the following review actions:
- 43 a. A - ACCEPTABLE
- 44 b. D - REJECTED
- 45 2. Submittals marked as Acceptable will be retained with the transmittal form returned as
- 46 noted.
- 47 3. Submittals marked as Rejected will be returned with the transmittal form marked to indicate
- 48 deficient areas.
- 49 4. Resubmit until approved.

1 PART 2 - PRODUCTS - (NOT APPLICABLE TO THIS SPECIFICATION SECTION)

2 PART 3 - EXECUTION - (NOT APPLICABLE TO THIS SPECIFICATION SECTION)

3 END OF SECTION

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EXHIBIT A **Operation and Maintenance Manual**
Transmittal _____ - _____ - OM
(Spec Section) (Series)

Project Name: _____ Date Received: _____

Project Owner: _____ Checked By: _____

Supplier: _____ Owner: _____ Log Page: _____

Address: _____ Address: _____ HDR No.: _____

Attn: _____ Attn: _____

1st. Sub. _____ ReSub. _____

Date Transmitted: _____ Previous Transmittal Date: _____

No. Copies	Description of Item	Manufacturer	Dwg. or Data No.	Action Taken*

Remarks: _____

To: _____ From: _____
HDR Engineering, Inc.

Date: _____

* The Action designated above is in accordance with the following legend:
 A - Acceptable
 B - Furnish as Noted
 C - Revise and Resubmit
 D - Rejected

Comments: _____

Distribution:		Supplier	File	Field	Owner	Other
By		Date				

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EXHIBIT B1

Equipment Record

Equipment Data and Spare Parts Summary

Project Name		Specification Section:
Equipment Name		Year Installed:
Project Equipment Tag No(s).		
Equipment Manufacturer		Project/Order No.
Address		Phone
Fax	Web Site	E-mail
Local Vendor/Service Center		
Address		Phone
Fax	Web Site	E-mail

MECHANICAL NAMEPLATE DATA

Equip.		Serial No.		
Make		Model No.		
ID No.	Frame No.	HP	RPM	Cap.
Size	TDH	Imp. Sz.	CFM	PSI
Other:				

ELECTRICAL NAMEPLATE DATA

Equip.		Serial No.						
Make		Model No.						
ID No.	Frame No.	HP	V.	Amp.	HZ	PH	RPM	SF
Duty	Code	Ins. Cl.	Type	NEMA	C Amb.	Temp. Rise	Rating	
Other:								

SPARE PARTS PROVIDED PER CONTRACT

Part No.	Part Name	Quantity

RECOMMENDED SPARE PARTS

Part No.	Part Name	Quantity

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EXHIBIT B3

Equipment Record

Lubrication Summary

Equipment Description	Project Equip. Tag No(s).
-----------------------	---------------------------

Lubricant Point						
	Lubricant Type	Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					
Lubricant Point						
	Lubricant Type	Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					
Lubricant Point						
	Lubricant Type	Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					
Lubricant Point						
	Lubricant Type	Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					
Lubricant Point						
	Lubricant Type	Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					
Lubricant Point						
	Lubricant Type	Manufacturer	Product	AGMA #	SAE #	ISO
	1					
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SECTION 46 21 53
PERFORATED PLATE SCREENS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Mechanically cleaned influent perforated plate screen, motor, gear reducers, and lifting attachments to ensure proper coordination, compatibility, and operation of the system.
 - 2. The equipment specified herein is intended to be identical to existing equipment currently in operation at the Billings Water Reclamation Facility. All components of the new equipment shall be identical to existing equipment unless specifically noted by the supplier and approved by the engineer during the Shop Drawing phase prior to equipment fabrication and delivery. Owner reserves the right to install existing spare part inventory on new equipment to verify compatibility at their discretion. In the event existing spare part components are not compatible with new equipment, supplier will provide new, matching equipment, at no additional cost to the Owner.
- B. Tag Numbers.
 - 1. Perforated Plate Screen No. 4: HWB-SCRN-4.
- C. Related Sections include but are not necessarily limited to:
 - 1. Section 01 33 00 – Submittals.
 - 2. Section 01 33 04 – Operations and Maintenance Manuals.
- D. Description:
 - 1. One perforated plate Influent Screen as specified herein will be installed in the Headworks Building.
 - 2. The new Influent Screen shall remove debris from the raw wastewater and deposit it into an existing sluice. The deposited screenings will then be sluiced to the existing washer compactors.

1.2 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. American Bearing Manufacturers Association (ABMA):
 - 2. American Gear Manufacturers Association (AGMA).
 - 3. American Iron and Steel Institute (AISI):
 - a. Steel Products Manual.
 - 4. All structural stainless steel components shall conform to the requirements of “Specifications for the Design, Fabrication, and Erection of Structural Steel Buildings” published by the American Institute of Steel Construction (AISC).
 - 5. American National Standards Institute (ANSI).
 - 6. American Society of Mechanical Engineers (ASME):
 - a. B1.20.1, Screw Threads - Pipe Threads, General Purpose (Inch).
 - b. B16.1, Gray Iron Pipe Flanges and Flanged Fittings (Classes 25, 125 and 250).
 - 7. American Society of Testing and Materials International (ASTM):
 - a. A193, Standard for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service.
 - b. A194, Standard for Carbon and Alloy Steel Nuts for Bolts for High-Pressure and High-Temperature Service, or Both.
 - c. A320, Standard for Alloy Steel Bolting Materials for Low Temperature Service.
 - d. A380, Standard Practice for Cleaning, Descaling, and Passivation of Stainless Steel Parts, Equipment, and Systems.

- 1 e. A480/A480M-90, General Requirements for Flat-Rolled Stainless and Heat Resisting
- 2 Steel Plate, Sheet, and Strip.
- 3 f. C881, Standard for Epoxy-Resin-Base Bonding Systems for Concrete.
- 4 g. C882, Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With
- 5 Concrete by Slant Shear.
- 6 h. D648, Standard Test Method for Deflection Temperature of Plastics under Flexural
- 7 Load in the Edgewise Position.
- 8 i. D695, Standard Test Method for Compressive Properties of Rigid Plastics.
- 9 8. National Electrical Manufacturers Association (NEMA):
- 10 a. 250, Enclosures for Electrical Equipment.
- 11 b. ICS 6, Enclosures for Industrial Control and Systems.
- 12 c. MG1, Motors and Generators.
- 13 9. National Fire Protection Association (NFPA):
- 14 a. 70, National Electric Code (NEC).
- 15 b. 820, Standard for Fire Protection in Wastewater Treatment and Collection Facilities.
- 16 10. Occupational Safety and Health Administration (OSHA).
- 17 11. Underwriters Laboratory (UL):
- 18 a. Standard for Safety Industrial Control Equipment.
- 19 B. Responsibilities and Qualifications:
- 20 1. All equipment provided under this Specification Section shall be obtained from a single
- 21 manufacturer who shall assume full responsibility for designing and furnishing a complete
- 22 and operational influent screening.
- 23 a. The manufacturer shall be the source of information on all equipment furnished
- 24 regardless of the manufacturing source of that equipment.
- 25 2. Manufacturer's qualifications:
- 26 a. Manufacturer shall have experience in manufacturing in-channel, perforated plate
- 27 traveling belt screen equipment of similar size and configuration to the equipment
- 28 specified herein in service in USA.
- 29 3. Statements of qualification: Professional structural engineer.
- 30 4. The Contract Documents represent the minimum acceptable standards for equipment for this
- 31 Project.
- 32 a. All equipment will conform fully in every respect to the requirements of the respective
- 33 parts and sections of the Drawings and Specifications.
- 34 C. Definitions:
- 35 1. Screen Height: The height between the operating floor and the top of the perforated plate
- 36 screens.
- 37 2. Discharge Height: The height between the operating floor and the screenings discharge.
- 38 3. Head Loss: Total difference in elevation of the water level upstream of the upstream
- 39 screening elements and downstream of the downstream return elements.
- 40 4. Percent Blinded: Percentage of submerged area of partially blinded perforations relative to
- 41 total area of non-blinded perforations.
- 42 5. Maximum Differential Head: Maximum difference in elevation of the water level upstream
- 43 and downstream of the upstream screening elements that the screen will experience during
- 44 emergency conditions (i.e. screen fully plugged).
- 45 6. Capture Efficiency: Percentage of material larger than screen perforation size captured by
- 46 the screen.
- 47 7. Screen Angle: Angle of screen frame incline from horizontal plane parallel with mounting
- 48 floor.

49 **1.3 SUBMITTALS**

- 50 A. Shop Drawings:
- 51 1. See Specification Section 01 33 00 for requirements for the mechanics and administration of
- 52 the submittal process.
- 53 2. Product technical data including:
- 54 a. Acknowledgement that products submitted meet requirements of standards referenced.

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- b. Manufacturer's installation instructions.
- c. Manufacturer's catalog information, descriptive literature, specifications, and identification of materials for construction.
- 3. Detailed Structural, Mechanical, and Electrical Drawings showing equipment fabrications and interface with other items including:
 - a. Dimensions, size, and locations of connections to other work.
 - b. Details of attachment and support in channel.
- 4. Gear output torque.
- 5. Hydraulic calculations and flow curves for the proposed screen verifying that the screen is capable of processing the peak flow.
- 6. Complete motor nameplate data, as defined by NEMA, motor manufacturer, and motor modifications.
- 7. Functional description of internal and external instrumentation and controls including list of parameters monitored, controlled, or alarmed.
- 8. Shop painting systems, including manufacturer's descriptive technical catalog literature and specifications.
- 9. External utility requirements for air, water, power, drain, etc., for each component.
- 10. Spare parts list.
- 11. Training course outlines.
- 12. Certifications:
 - a. Manufacturer's Certificate of Compliance of factory-applied coating system.
 - b. Manufacturer's Certificate of Proper Installation.
- 13. Test reports:
 - a. Written factory test report of inspection.
 - b. Field functional test reports.
- 14. Structural calculations showing that the screen can operate under the specified Maximum Differential Head with the specified deflection and factor of safety:
 - a. The calculations are to be stamped, dated, and signed by a currently registered professional engineer in structural engineering.
- 15. Head loss calculations for the influent screens at peak influent flow assuming a zero percent blinded condition, and a 20 percent blinded condition:
 - a. Factory or field test data for screens similar in size and flow loading demonstrating the accuracy of the head loss calculation used.
- 16. Describe the method of checking and adjusting drive chain tension.
- 17. Drawings showing the proposed screens in plan and section installed in the Plant, at a scale of no smaller than 1/4 IN equals one FT:
 - a. Label all components.
 - b. Show dimensions and total weight of the screen.
 - c. All dimensions of existing structure are to be field verified by the Vendor.
 - d. Provide fabrication and installation details, including details of access/view panels in the screen cover and frame.
 - e. Provide details of the area at the bottom of the screen to show how the screen will pick up large objects off the channel floor, assuming a six-inch channel step-down at base of screen.
 - f. Provide details of the bottom of the screen that shows the method employed to prevent buildup of grit and small stones beneath the screen and to prevent wear on the screen elements.
- 18. Flow rate and pressure of spray water system for each screen.
- 19. Detailed specifications including a complete description of screen materials (type, thickness, load rating, etc.).
- 20. A recommended list of spare parts (indicate if for each screen, or for the entire set of screens).
- 21. Catalog cuts of all components including valves, tubing, switches, etc.
- 22. Certification of equipment frame, roller, and bearing design safety factor.
- 23. Electric motor operator data, including Vendor's catalog information, complete dimensional data, drive unit size, calculations substantiating selection.
- 24. Provide factory testing procedure and setup as specified in paragraph 1.05 A.

- 1 25. Anchorage calculations and details.
- 2 26. Installation instructions.
- 3 B. Reports and Forms:
- 4 1. Factory test report.
- 5 2. Field test reports. Operation and Maintenance Manuals:
- 6 1. See Specification Section 01 33 04 for requirements for:
- 7 a. The mechanics and administration of the submittal process.
- 8 b. The content of Operation and Maintenance Manuals.
- 9 2. Operation and Maintenance Manual, including routine maintenance requirements prior to
- 10 plant start-up.
- 11 D. Informational Submittals:
- 12 1. Provide structural design calculations by a Professional structural engineer to support the
- 13 structural design of the screen and anchors to withstand the worst case load on the screen at
- 14 maximum upstream water level in the channel with no water in the downstream channel.
- 15 2. Special shipping, storage and protection, and handling instructions.
- 16 3. See Specification Section 01 33 00 for requirements for:
- 17 a. The mechanics and administration of the submittal process.

18 **1.4 DESIGN REQUIREMENTS**

- 19 A. Performance and Configuration Requirements for Influent Screens:
- 20
- 1. Number of Influent Screens: 1 each.
- 2. Screen Angle: 60 Degrees.
- 3. Maximum Screen Height: 9.0 FT, above finished floor elevation of 3093.10.
- 4. Discharge Outlet Opening Size: Max 4 FT Long, Min 4 FT Wide.
- 5. Discharge Height: 4.5 FT, above finished floor elevation.
- 6. Average Annual Flow (Per Screen): 8.5 mgd.
- 7. Average Wet Weather Flow (Per Screen): 13 mgd.
- 8. Peak Flow (Per Screen, 3 Screens in Service): 20 mgd.
- 9. Channel Width: 4.0 FT.
- 10. Channel Depth: 7.5 FT.
- 11. Water Depth Downstream of Screen at Average Wet Weather Flow: 3.3 FT.
- 12. Water Depth Downstream of Screen at Peak Flow: 3.5 FT.
- 13. Maximum Head Losses across Screen at Peak Flow:
- 14 a. Zero percent blinded: 0.65 FT.
- 15 b. 20 percent blinded: 1.0 FT.
- 16 14. Screen Panel Perforation Diameter: 6 mm.
- 17 15. Maximum Differential Head: 1 FT.
- 18 16. Area of each Screen below the Operating Floor: 9.6 SQ FT.
- 19
- 20
- 21 B. Equipment Anchoring:
- 22 1. Equipment shall be designed to resist seismic forces as required by the 2012 Uniform
- 23 Building Code.

24 **1.5 SOURCE QUALITY CONTROL**

- 25 A. Factory Tests:
- 26 1. Prior to shipment conduct factory tests on each screen.
- 27 2. The Vendor shall submit a description of the proposed testing procedure to the City at least
- 28 10 weeks in advance of the proposed testing date. In addition, the Vendor shall provide the
- 29 City with at least 4 weeks advance written notice of the date and location of the factory tests.
- 30 3. Tests shall address the following items as a minimum:

- 1 a. Running test with minimum of four hours of continuous operation.
- 2 b. Functional test of the field panel operation.
- 3 c. Demonstrate that all equipment is capable of continuous operation in satisfactory
- 4 manner without mechanical or electrical defects or operational difficulties.
- 5 d. If necessary, repeat tasks until satisfactory results are obtained.
- 6 e. Produce a test report containing quantitative results in the form of data or charts.
- 7 4. The test results shall be signed and certified by an officer of the Vendor.

8 **1.6 ENVIRONMENTAL CONDITIONS**

- 9 A. The screen will be installed indoors in the Headworks Building at the City Billings WRF,
- 10 Billings, MT.
- 11 B. Elevation is approximately 3,100 feet above mean sea level.
- 12 C. All screens shall be rated for installation in a Class I, Division 2 location.
- 13 1. Equipment, electrical assemblies, related electrical wiring, instrumentation, controls, and
- 14 system components shall FULLY comply with specific NEC requirements related to area
- 15 classification and to NEMA 250 and ICS-6 designations specified herein.
- 16 2. All equipment supplied under this contract shall be suitable for operation in a Class I,
- 17 Division 2 area classification, except for field panels to be located in unclassified areas as
- 18 specified.
- 19 D. 15 gpm of plant process wash water under 50 to 100 psig of supply pressure will be provided to
- 20 the influent screens.

21 **1.7 SPARE PARTS**

- 22 A. The items listed in this paragraph are representative of the spare parts required for each screen.
- 23 Vendors are to add, modify, or delete items from the list as appropriate for each Vendor's
- 24 equipment.
- 25 B. Provide one set of special tools to accommodate servicing of all screens.
- 26 C. Provide one complete replacement of the following items:
- 27 1. Bottom sprocket.
- 28 2. Top sprocket.
- 29 3. Top sprocket tension frame bearing.
- 30 4. Replacement drive chain with master link connection pieces.
- 31 5. Screen perforated plate panel.
- 32 6. Rotating brush.
- 33 7. Side seals and curved seals.
- 34 8. Bottom brush.
- 35 9. Each type of motor.
- 36 10. Each type of gear reducer.
- 37 D. All parts are to be suitably marked by part number referenced to the Vendor's O & M manual.

38 **PART 2 - PRODUCTS**

39 **2.1 EQUIPMENT LIST:**

<u>Equipment No.</u>	<u>Equipment Name:</u>
42 HWB-SCRN-4	43 Screen 4

44 Provide all required anchor bolts for all screens.

45 **2.2 ACCEPTABLE MANUFACTURERS**

- 46 A. FSM.

1 **2.3 MATERIALS**

- 2 A. Frame: 304L Stainless Steel.
 3 B. Screen Panels: 316L or 304 Stainless Steel.
 4 C. Screen Covers: 304L Stainless Steel.
 5 D. Drive Chain: 304L Stainless Steel.
 6 E. Discharge Outlet: 304L Stainless Steel.
 7 F. Access Panels in Screen Frames: 304L Stainless Steel.
 8 G. Access/View Panels in Screen Covers: ¼ IN clear Plexiglas.
 9 H. Rotating Deflector: 304 Stainless Steel.

10 **2.4 EQUIPMENT FEATURES**

- 11 A. Screen Panels:
 12 1. The perforated plate screens are to have the proven capability to operate at Maximum
 13 Differential Head conditions without permanent deflection of any the screen components
 14 (use a factor of safety of 2).
 15 2. Maximum deflection of any of screen panels: ¼-IN.
 16 3. Lifting fingers shall be placed on every tenth filter plate. The lifting fingers shall be located
 17 on the filter element to remove spherical solids from the bottom of the channel.
- 18 B. Capture Efficiency:
 19 1. Maximum gaps between the screen panels: 3 mm.
 20 2. Lateral edges of the panel are to be of sufficiently rigid construction and securely held in
 21 proper alignment to prevent any suspended or floating debris from passing between the
 22 panels up to specified Peak Flow.
- 23 C. Screen Travel Speed:
 24 1. Each screen shall have a travel speed that will quickly remove debris from the channel, and
 25 quickly return clean screen panels into the channel for further debris removal:
 26 a. High travel speeds are critical for efficient debris removal as well as to limit the head
 27 loss across the screen since the percent blinding increases in direct proportion to the
 28 time the panel is exposed to the wastewater flow in the channel.
 29 b. Screens shall have a two-speed drive capable of continuously operating at Peak Flow
 30 throughput up to a maximum screen travel speed of 30 feet per minute (FPM).
- 31 D. Screen Drive Mechanism:
 32 1. Motor: Max 2 HP, Two Speed, 460 V, 3 Phase, 60 Hz, TEFC.
 33 2. Gear Reducer:
 34 a. Hollow, shaft type.
 35 b. Anti-friction bearings.
 36 3. Low friction/wear resistant chain guides and other panel alignment features that allow high
 37 speed operation.
 38 4. The drive chain is to be continuously supported on the downstream side of the influent
 39 screen.
- 40 E. Maintenance Features:
 41 1. Screen Panel Removal:
 42 a. The screen shall be designed to allow removal of individual screen panels at the
 43 operating floor level without taking the screen out of the channel or limiting the ability
 44 to continuously or intermittently rotate the screen.
 45 b. The screen panels are to be removable by unbolting connections between the screen
 46 panel and the drive chain on both sides of the panel.
 47 c. The connections are to be accessible through the access panels in the screen frames
 48 specified below.
 49 2. Access Panels in Screen Frames:
 50 a. Provide access panels on the frames on each side of the screen to allow removal of the
 51 screen panels, or checking the chain tension.

- 1 b. Approximately 10 IN x 12 IN with quick release fittings.
- 2 c. Approximately 48 IN above the operating floor level.
- 3 3. Access/View Panels in Screen Covers:
- 4 a. The front and back covers on each screen are to be provided with a clear Plexiglas
- 5 access panel to allow viewing the screen in operation and for cleaning the screen panels.
- 6 b. Minimum size:
- 7 1) 36 IN wide x 24 IN high.
- 8 c. Equip with durable seals that are retained and protected by framework welded to the
- 9 cover plates.
- 10 d. Front panels shall have quick-release fittings and back panels shall be hinged.
- 11 4. Discharge Chute/Hood:
- 12 a. A discharge chute/hood shall be provided that fully encloses the discharge section of the
- 13 screen. The upper section of the discharge chute/hood shall be hinged to allow complete
- 14 access to the screen cleaner brush and when opened will rotate downwards towards the
- 15 floor. The removable or hinged hood shall be secured with quick closing clamps and
- 16 supplied with two (2) gas cylinders to aid in opening and closing. Gas cylinders shall
- 17 hold the discharge hood in the open position without need for clamps or support rods.
- 18 Discharge hoods that rotate upwards allowing debris to fall on top of operators and
- 19 require securing clamps or rods to hold in the open position shall not be allowed.
- 20 b. The discharge chute/hood shall be from type 304 stainless steel.
- 21 c. Screen discharge chute/hood shall direct screenings directly to the compactor or other
- 22 device. Outlet shall extend down to the inlet of the compactor and shall be designed to
- 23 match the screenings compactor inlet hopper with no water leaking or screenings
- 24 dropping to the floor.
- 25 d. Provide hinged access panels on the discharge hood on each side of the screen to allow
- 26 for visual inspection.
- 27 5. Drive Chain Tensioning:
- 28 a. Provide to minimize chain, drive sprocket, and bearing wear.
- 29 b. Accurately maintain the tension of the screen drive chain and screen panel alignment.
- 30 c. Accomplished without removing the screen from the channel, or pivoting the screen out
- 31 of the channel.
- 32 d. Tensioning shall not require the removal of any screen cover plates, or guards.
- 33 e. Chain tensioning devices shall be readily accessible heavy-duty jacking screws located
- 34 on each side of the motor drive shaft.
- 35 F. Cleaning Mechanism:
- 36 1. The screen shall have an efficient cleaning system to completely remove collected debris
- 37 from the screen panels, and prevent the "carry-over" and accumulation of debris to the
- 38 downstream side of the screen, or the entrapment of material and gradual plugging of the
- 39 screen perforations over time:
- 40 a. Provide heavy-duty rotating brush or other method to clean the screen.
- 41 b. The motorized cleaner brush will automatically adjust as the brush wears during use.
- 42 The automatic adjustment will maintain consistent cleaning efficiency. The distance
- 43 between the cleaner brush and filter panels will be automatically controlled to ensure
- 44 the distribution and magnitude of pressure is equal across the entire filter panel surface.
- 45 Screens with rotating cleaner brushes requiring manual adjustment or adjustment with a
- 46 motor shall not be permitted.
- 47 c. If brushes are employed, the shape of the screen panels shall promote complete contact
- 48 with the rotating brush, with no sharp angles that would make the panels difficult to
- 49 clean.
- 50 d. If brushes are employed, brush-tensioning devices shall be provided on the outside of
- 51 the screen frame to allow the adjustment of the brush to maintain the desired contact
- 52 pressure with the screen panels.
- 53 2. Spray Water:
- 54 a. Provide spray water quick connection for optional use by the Plant staff for manual
- 55 intermittent cleaning the internal surfaces of the screen panels.

- 1 B. Lifting Lugs: The equipment shall be provided with lifting lugs.
- 2 1. Provide one set of lifting lugs four feet from the end of the screen frame for tipping the
- 3 screen out of the channel.

4 **2.6 FINISHES**

- 5 A. Stainless steel components shall be provided with an ASTM 480, No.1 finish.
- 6 B. All non-machined surfaces other than galvanized or stainless steel shall be shop painted with
- 7 Vendor's standard coating.

8 **PART 3 - EXECUTION**

9 **3.1 GUARANTEES**

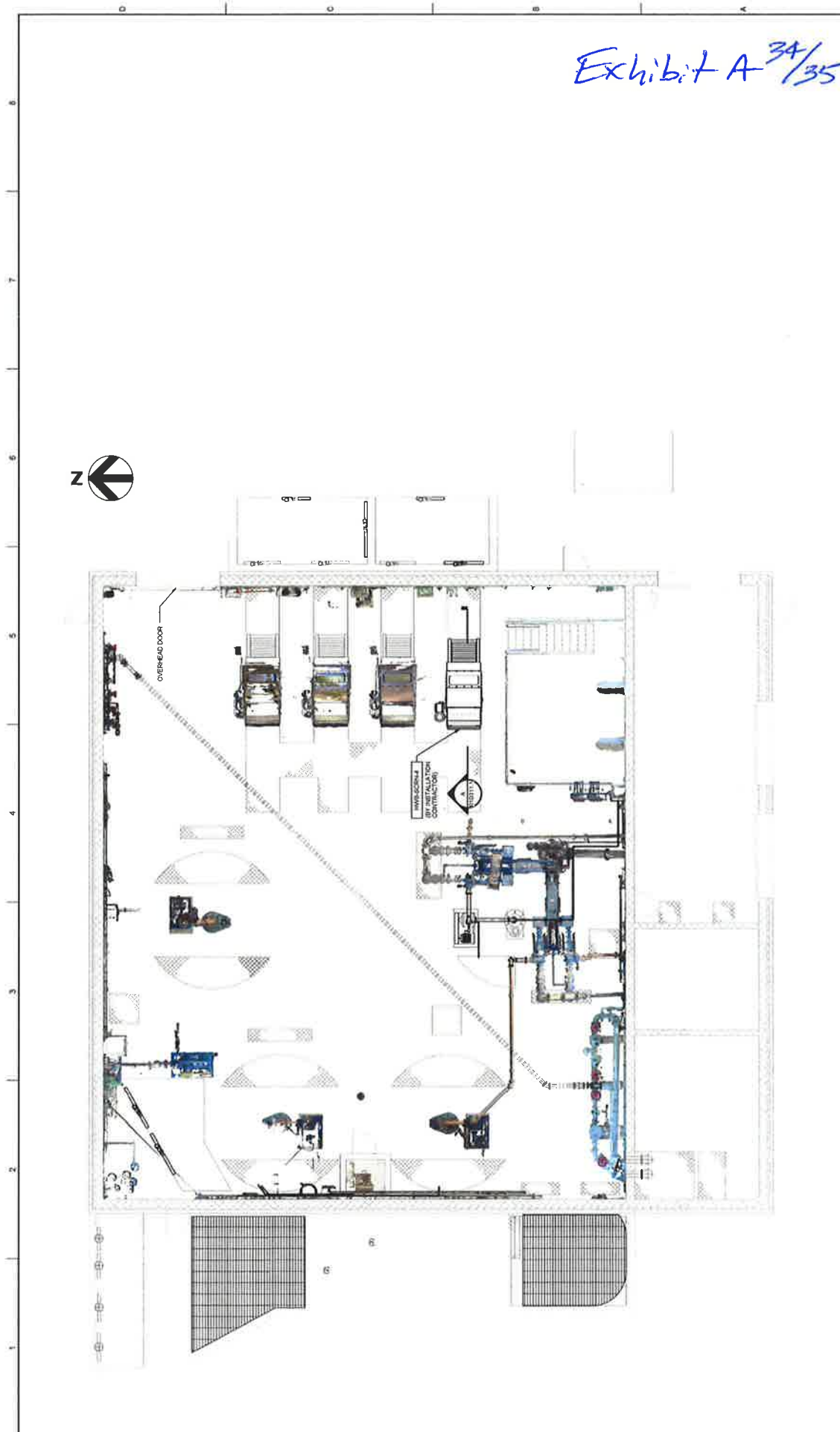
- 10 A. The screens shall be unconditionally guaranteed to meet or exceed design criteria detailed in Part
- 11 2 of this specification.
- 12 B. The screen Vendor shall provide a two-year unconditional guarantee from startup or 30 months
- 13 from delivery, whichever is sooner.

14 **3.2 FIELD QUALITY CONTROL**

- 15 A. Field Tests:
- 16 1. Upon completion of the installation, each screen unit shall be field tested to ensure
- 17 compliance with the performance requirements as specified. Seller shall be responsible for
- 18 the following:
- 19 a. Demonstration of the accuracy of the head loss performance claims submitted.
- 20 b. Demonstration of the ability of the screen to remove large debris by lifting a spherical
- 21 object of a minimum diameter of 4-IN off the bottom of the channel immediately
- 22 upstream of the screen.
- 23 2. Testing procedures shall duplicate as nearly as possible the conditions of operation and shall
- 24 be selected to demonstrate that the equipment is operational and free from damage.
- 25 3. The Installation Contractor shall demonstrate that the influent screens and associated field
- 26 panels operate according to the Specifications with assistance from the Seller.
- 27 4. The Seller shall observe the tests and sign the test forms.
- 28 B. Seller's Services:
- 29 1. Provide the following Seller's Services to be completed in a minimum of one 2 day trip:
- 30 a. Installation check for each screen including:
- 31 1) Confirm the equipment has been installed in accordance with Seller's
- 32 requirements and is ready for operation.
- 33 2) Initial lubrication.
- 34 3) Alignment.
- 35 b. Startup including:
- 36 1) Unattended trouble free operation.
- 37 2) Process stabilization.
- 38 3) Balancing and proper control system operation.
- 39 c. Training:
- 40 1) Provide 4 hours of the manufacturer's technical representative's time for on-site
- 41 training of Owner's personnel.
- 42
- 43

END OF SECTION

Exhibit A 34/35



**PRELIMINARY TREATMENT
HEADWORKS GROUND LEVEL PLAN**

Water Reclamation Facility
City of Billings, MT
W.O. 19-34

Headworks Screen
Procurement



PROJECT MANAGER	CHAO HANSEN
CIVIL	J. OSTROMER
STRUCTURAL	K. KOSCHER
ARCHITECTURAL	J. ROBERT
PROCESS	C. HANSEN
MECHANICAL	L. WORTH
ELECTRICAL	D. BERINGER
INSTRUMENTATION	D. BEST
PROJECT NUMBER	203305

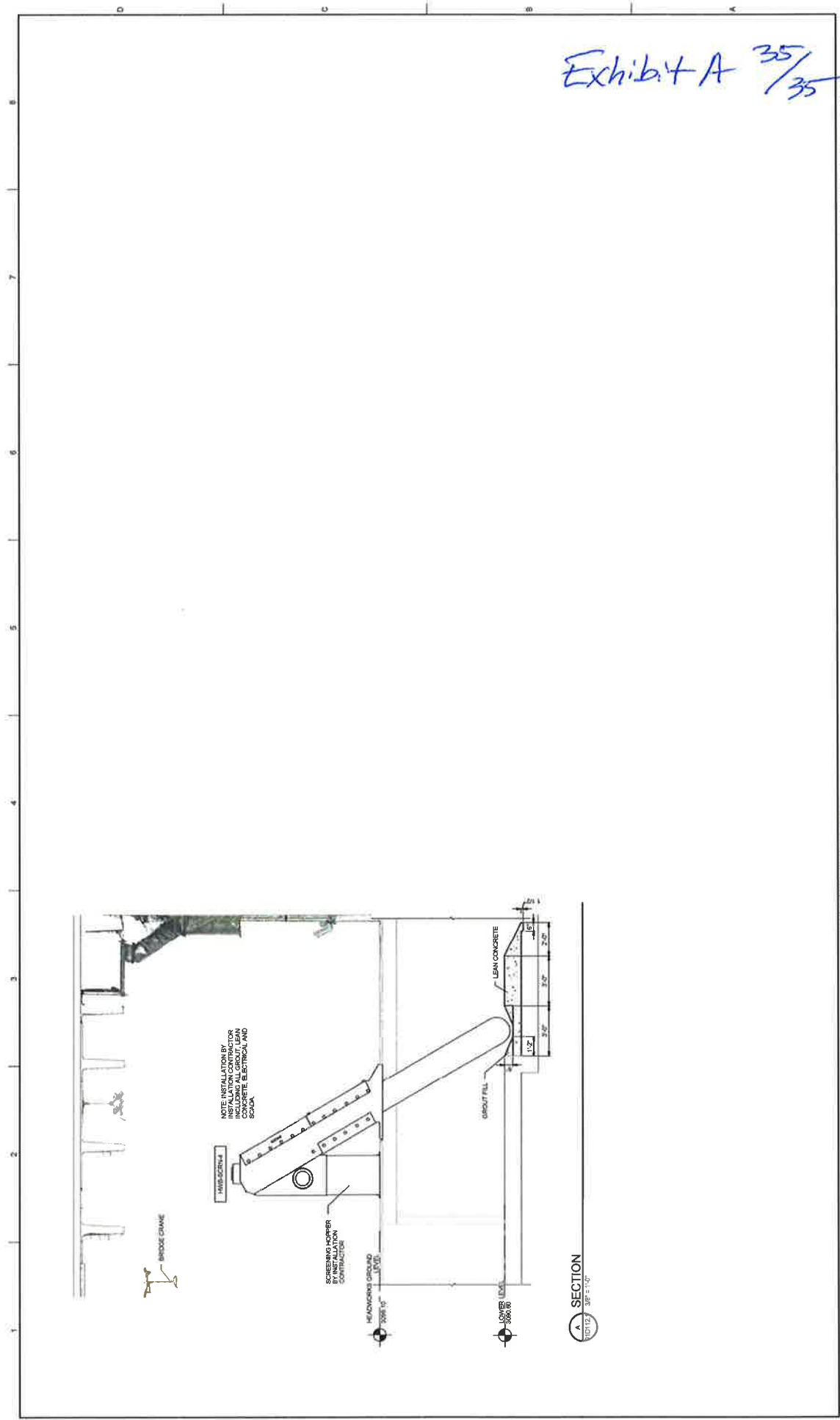
ISSUE	DATE	DESCRIPTION



FILENAME | 203305-1-PROCESS
SCALE | 3/8" = 1'-0"

SHEET
01D112.1

Exhibit A 35/35



A SECTION
NOTED 3/8" = 1'-0"

PRELIMINARY TREATMENT
HEADWORKS SECTION

Water Reclamation Facility
City of Billings, MT
W.O. 19-34
Headworks Screen
Procurement

SHEET
01D311.1

FILENAME | 2020041-PROCESS | SCALE | 3/8" = 1'-0"

PROJECT MANAGER | CEMO HANSEN
CIVIL | J. OSTROMER
STRUCTURAL | K. KROCHER
ARCHITECTURAL | J. RICHTER
PROCESS | C. HARMON
MECHANICAL | L. WORTH
ELECTRICAL | D. BEISNER
INSTALLATION | D. BEISNER
PROJECT NUMBER | 20335

ISSUE | DATE | DESCRIPTION

HDR



Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: W.O. 19-45, Water Reclamation Facility Headworks Grit Unit Procurement

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: No

PROBLEM/ISSUE STATEMENT

City Council will consider awarding a purchase agreement to Ovivo USA in the amount of \$82,800 to acquire vortex-type grit chamber equipment to be installed under a separate contract in fall/winter 2019 for capacity expansion at the Water Reclamation Facility (WRF). The new equipment is being installed into an existing spare chamber that was designed and constructed under a previous project to fit the dimensions and functionality of the requested equipment. The City is using identical equipment at the WRF Headworks Facility to remove grit in three other chambers. In an effort to optimize equipment operations & maintenance practices and to reduce equipment downtime for repair, WRF staff requests identical pieces of equipment for removing grit from influent wastewater. As a result, staff is requesting sole sourcing the equipment purchase.

The purchase agreement includes supplying all the equipment, parts and documentation, as well as performing the start-up, instruction, and inspection described in the attached Scope of Supply in accordance with the project Specifications included with the purchase agreement.

ALTERNATIVES ANALYZED

City Council may:

- Approve award of the procurement contract to Ovivo USA, or;
- Disapprove award of the procurement contract. If the equipment is not procured, expansion of the WRF's capacity to remove grit from raw wastewater influent into the Water Reclamation Facility will be delayed, resulting in a less robust treatment process.

FINANCIAL IMPACT

The following price was received on June 7, 2019, for W.O. 19-45, WRF Headworks Grit Unit Procurement:

Supplier	Price
Ovivo USA	\$82,800.00

The funding source for this project is wastewater funds.

RECOMMENDATION

Staff recommends that the City Council award a purchase agreement for the W.O. 19-45, WRF Headworks Grit Unit Procurement to Ovivo USA in the amount of \$82,800.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

WO1945 Purchase Agreement



PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "City," and, **Ovivo USA, LLC**, hereinafter referred to as "Seller."

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. **PRODUCT PURCHASED:** Seller agrees to sell and City agrees to purchase the goods ("Product") as described below and per written City's specifications and Seller's proposal attached hereto as Exhibit "A," which are incorporated into this agreement and includes Seller's attached amendment by this reference. The Product being purchased consists of:

<u>Item</u>	<u>Price</u>
One Model 900 Jones + Attwood 270 design JETA Grit Trap and One Gorman-Rupp T4A71S-B Self-Priming Grit Pump	\$82,800.00

2. **Price:** The City agrees to pay Eighty Two Thousand Eight Hundred Dollars and No/100 (\$82,800.00) as the purchase price. All prices are inclusive of any applicable local, state or federal taxes that may be applied to the product to be purchased. The purchase price is free on board at the place of delivery and Seller may not impose any additional, shipping, delivery or storage charges.

3. **Delivery and Payment:** Seller agrees to deliver the above-described goods or product to City by December 31, 2019 unless otherwise provided in this Agreement. Delivery will occur at **City of Billings, MT Water Reclamation Facility** or at a place otherwise selected by City. Upon delivery, City may inspect the goods or product to ensure that it meets City specifications, and Seller may obtain specifications from City upon request. If the Product meets City specifications, City shall tender the purchase price stated above to Seller through the City's normal claim process.

4. **Specifications:** Seller agrees that this Product complies with the City's specifications provided to Seller and with the Seller's proposal thereto as accepted by the City. Unless otherwise agreed to by the City, the City's specifications govern and control in the event of inconsistencies with the Seller's response to the same.



5. **Indemnity, Insurance and Bonds:** Seller agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Seller or its agents or employees. **For this purpose, Contractor shall provide City with proof of both Commercial General liability and automobile insurance each issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.5 million per occurrence. The City shall be named as an additional insured on all policies other than professional liability and worker's comp. The insurance must be in a form suitable to City.**

Seller shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount.

6. **Nondiscrimination:** Seller agrees that all hiring by Seller of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

7. **Default and Termination:** If Seller fails to deliver the goods or product as set forth in Paragraphs 2 and 3 above, or violates any provision of this Agreement, or if the goods or product fails to meet City's specifications, City may, at its option, declare the Seller in default and immediately cancel and rescind this Agreement. Thereafter, City may procure substitute goods or product to replace the goods or product described herein. In such event, Seller is liable to City for the difference between the price set forth herein and the price paid by City for replacement goods or product. Additionally, the City may pursue any other remedy it has at law or in equity.

8. **Warranty:** Unless superseded or supplemented by an express warranty, Seller represents and warrants that the Product are covered by implied warranties for merchantability and fitness for the particular purpose for which they have been purchased.

9. **Assignment:** Seller may not assign this Agreement or any of its rights hereunder without the express written consent of City.



10. **Entire Agreement:** This Agreement, including its appendices, if any, is the entire understanding between the parties relating to the subject matter contained herein. No agent or representative of either party has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this agreement, including the appendices, must be in writing and signed by an authorized representative of each of the parties hereto.

11. **Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

SELLER (Print Business Name Above)

By _____
WILLIAM A. COLE
MAYOR

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM

By _____
BRENT BROOKS, City Attorney

**Amendment to Purchase Agreement
One Model 900 Jones + Atwood 270 Design JETA Grit Trap**

The following Amendment terms and conditions are hereby incorporated into the Purchase Agreement ("Contract"). In the event of conflict between the Contract documents and the Amendment herein, the terms and conditions of the Amendment shall control. The parties are City of Billings, Montana ("the City") and Ovivo USA, LLC ("Seller").

Limitation of Liability and Consequential Damage Disclaimer

To the extent permissible by applicable law, Seller shall have no further liability in connection with this Contract in excess of the cost of correcting any defects, or in the absence of any defect, in excess of the value of the equipment supplied hereunder. However, notwithstanding any other provision of the Contract to the contrary, in no event shall Seller be liable for any punitive, exemplary, special, incidental, or consequential loss or damage suffered by the City, or any other party, in connection with this Contract.

These limits shall not apply to third party claims based on injury, death, or property damage. For the purpose of this term, the equipment provided in accordance with the requirements of this project shall not be considered property and shall instead be covered under the terms of the warranty herein. These limits shall not apply to claims which are based on the willful misconduct, gross negligence, or fraud of the Seller.

Indemnity

Any and all indemnity obligations of Seller in connection with this Contract shall be limited to the extent of to its negligence or willful misconduct.

Insurance

All insurance coverage requirements may be fulfilled through any combination of primary and excess insurance.

Bonds

In no event shall Seller be required to provide Bonds for a duration which exceeds the first twenty four (24) months of the warranty period.

City of Billings, Montana
("the City")

Ovivo USA, LLC
("Seller")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONFIDENTIAL PROPOSAL

1-54-0052 REV 2.1
Friday, June 07, 2019

**CITY OF BILLINGS, MT
WASTEWATER TREATMENT PLANT**

PREPARED FOR

HDR CONSULTING
Attn: Francis Rodriguez

AREA REPRESENTATIVE

Ambiente H2O Inc.
Ben Lewis
blewis@ambienteh2o.com

PREPARED BY

Randy Robison
Product Manager, Ovivo USA, LLC.
P: 801-931-3317
C: 385-707-3508

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583



Date: June 7, 2019
Revision: 2.1
Project: City of Billings, MT WWTP

Ovivo USA, LLC greatly values this opportunity to present our finalized proposal for the equipment / services as defined herein for the City of Billings, Montana Waste Water Treatment Facility.

This proposal as well as the attached amendment, either in its original form or in its "as sold" format, constitutes Ovivo's contractual offer of goods and services in connection with the Project.

Ben Lewis with Ambiente H₂O, is Ovivo's local sales representative in your area and is available to address any questions or comments you may have in connection with this proposal.

Please note the following contact info for Ben (Ambiente H₂O):



525 St. Johns Ave. Suite D
 Billings, MT 59102
 Telephone: 406-850-0030
 Facsimile: 303-380-0664
 Email: blewis@ambienteh2o.com

Revision 2.1 Final Selling Price

Item	Specification	Equipment	Freight	Price
I	46 23 23	Forced Vortex Type Grit Removal Equipment	FCA to site	\$82,800. ⁰⁰

ITEM I - VORTEX GRIT REMOVAL SYSTEM - SPECIFICATION SECTION 46 23 23

OVIVO shall furnish equipment for one (1) mechanically-induced vortex type grit chamber for installation by others. The scope of supply shall include one (1) Model 900 Jones + Attwood 270 design JETA® Grit Trap and one (1) Gorman-Rupp grit pump. The system shall be designed in accordance to OVIVO's standard engineering practices and will include the following items:

ITEMS INCLUDED:**One (1) Jeta® Grit Trap, Model 900, 270 design, to include:**

- 1.0 HP, TEFC helical gear motor suitable for 460/3/60 supply for Class I, Division 1.
- 10.75 inch O.D. drive tube – 3/8 inch thick, 304 Stainless Steel.
- 1/8 inch 304 stainless steel air bell protects the gearbox from flood water.
- Flat disk impeller with adjustable blades – ¼ inch thick, 304 Stainless Steel.
- 4.0 inch diameter suction tube - 304 Stainless Steel.
- 1.5 inch diameter fluidization line – 304 stainless steel.
- 1.5 inch solenoid for fluidizing line, Class 1, Division 1.
- Two (2) manual isolation valves.

One (1) Gorman-Rupp T4A71S-B self-priming grit pump, to include:

- 10 HP motor, 1760 RPM, 460/3/60 supply for Class I, Division 1.
- Capacity of 200 GPM at 43 feet of head.
- 4.0 inch inlet/4.0 inch outlet.
- Casing – Grey Cast Iron No.30.
- Suction and discharge flanges – Grey cast iron No. 30.
- Suction flap valve – molded neoprene.
- Stainless steel shaft.
- Seal plate - Ductile iron hardened to 400 Brinell.
- Gaskets – Compressed synthetic fiber and Teflon.
- Frame – Carbon steel.
- O-Rings – Buna-N & Viton.
- Pressure release valve – Bronze.
- Factory re-prime test.
- Anchor bolts – 316 stainless steel.
- Fasteners – 316 stainless steel.

Freight:

- FCA job site.

Grit System O&M Manuals / Drawings:

- Five (5) Printed copies
- One (1) Digital copy

Field Service:

- One (1) Round trip to site.
- One (1) OVIVO service technician
- Two (2) Days on site

The service technician shall be on site for commissioning, equipment start-up and operator training.

The Contractor will be responsible for the crane, labor and supervision required to install the new OVIVO equipment.

A sloped floor is required to be grouted in on top of the upper chamber of the grit trap if not previously installed by the contractor.

SPARE PARTS:

- Two (2) Gear drive lubricant replacement fill
- One (1) Spare gear motor
- One (1) Spare pump motor
- One (1) Spare mechanical drive

ITEMS NOT INCLUDED (But not limited to the following):

Any items not specifically included above, such as:

Taxes.

Grit dewatering screws.

Electrical controls including control panels and local stations.

All piping and valves on the discharge side of the grit pump between the pumps and the grit dewatering screw.

Offloading at job site.

Insulation or heat tracing of any components.

Heat tracing tape for small diameter pipe.

Installation.

Access ladder or stairs.

JETA® drive and bridge for JETA® drive.

Spare belts.

Drive access platform.

Disconnect switches.

Concrete work.

Civil design.

Electrical connections.

Electrical wiring and installation.

Finish painting.

CLARIFICATIONS – EXCEPTIONS:

Ovivo USA, LLC makes the following clarifications and exceptions to the proposal.

SECTION or DRAWING

COMMENT

2.2 Materials:

The Gorman-Rupp self-priming grit pump is being supplied which does not meet all the specifications in this section; however, this pump was originally supplied for the project and is what is drawn in the contract drawings.

2.3 Equipment:

As noted above, the Gorman-Rupp pump may not meet all the requirements of this section. It will meet the required flow and head specified.

DELIVERY

Ovivo will submit drawings for approval within **six (6)** weeks after Purchaser’s receipt of Ovivo’s written acknowledgement of an approved purchase order. Ovivo intends to ship all Products **eighteen (18)** weeks after receipt of approved drawings from Purchaser. However, the dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo’s standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser’s acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

PRICING TERMS

Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are:

Ten percent (10%) net cash after submittal and

Eighty percent (80%) net cash upon shipment of major Product items; and

Ten percent (10%) upon the earlier of (a) Product startup and (b) one hundred eighty (180) days after completion of shipment.

Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser’s customer

(the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Order Entry Administrator
Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Fax #: 801-931-3080
Tel. #: 801-931-3000

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal by July 10, 2019.

If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of actions of parties other than by Ovivo, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by actions of parties other than by Ovivo.

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale, QFORMEWT 0115-02031 is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

CONFIDENTIALITY

The contents of this proposal are confidential and shall be used by Purchaser and/or Owner only for the purpose of evaluating Ovivo's offer of goods and services in connection with the Project. Purchaser/Owner shall not disclose the contents of this proposal to any third party without the prior written consent of Ovivo.

Attachment:

Amendment to Billings PA for Grit Trap jun7 2019



City of Billings

BILLINGS, MT

W.O. 19-45: Water Reclamation Facility Headworks Grit Unit Procurement

Contract Documents and Specifications

May 2019

HDR Project No. 233305

SECTION 01 33 00
SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Mechanics and administration of the submittal process for:
 - a. Shop Drawings.
 - b. Samples.
 - c. Informational submittals.
2. General content requirements for Shop Drawings.

B. Related Specification Sections include but are not necessarily limited to:

1. Division 00 - Bidding Requirements, Contract Forms and Conditions of the Contract.
2. Division 01 - General Requirements.
3. Section 01 33 04 – Operations and Maintenance Manuals.
4. Section 46 23 23 – Grit Removal Equipment: Forced Vortex Type.

1.2 DEFINITIONS

A. Shop Drawings:

1. See General Conditions.
2. Product data and samples are Shop Drawing information.

B. Informational Submittals:

1. Submittals other than Shop Drawings and samples required by the Contract Documents that do not require review and/or approval by the Engineer.
2. Representative types of informational submittal items include but are not limited to:
 - a. Installed equipment and systems performance test reports.
 - b. Manufacturer's installation certification letters.
 - c. Warranties.
 - d. Service agreements.
3. For-Information-Only submittals upon which the Engineer is not expected to conduct review or take responsive action may be so identified in the Contract Documents.

1.3 PREPARATION OF SUBMITTALS

A. General:

1. All submittals and all pages of all copies of a submittal shall be completely legible.
2. Submittals which, in the Engineer's sole opinion, are illegible will be returned without review.
3. Minimize extraneous information for equipment and products not relevant to the submittal.
4. Supplies written comments on the submittal drawings shall be in **GREEN**.
5. **SHOP DRAWINGS ARE REQUIRED TO BE SUBMITTED ELECTRONICALLY IN BLACK AND WHITE. COLOR ONLY TO BE USED IF REQUIRED FOR CLARITY.**
 - a. Maximum electronic file size is 10 megabytes for transmittal via email. Electronic files larger than 10 megabytes can be broken up for emailing or copied onto HDR's FTP site or guest transfer drive with follow up by and email notice indicating delivery of the shop drawing.

B. Shop Drawings, Product Data, and Samples:

1. Scope of any submittal and letter of transmittal:
 - a. Limited to one (1) Specification Section.
 - b. Submittals with more than one Specification section included will be rejected.

- 1 c. Do not submit under any Specification Section entitled (in part) "Basic Requirements"
2 unless the product or material submitted is specified, in total, in a "Basic Requirements"
3 Specification Section.
- 4 2. Numbering letter of transmittal:
 - 5 a. Include as prefix the Specification Section number followed by a series number, "-xx",
6 beginning with "01" and increasing sequentially with each additional transmittal for that
7 Specification Section.
 - 8 b. If more than one (1) submittal under any Specification Section, assign consecutive
9 series numbers to subsequent transmittal letters.
- 10 3. Describing transmittal contents:
 - 11 a. Provide listing of each component or item in submittal capable of receiving an
12 independent review action.
 - 13 b. Identify for each item:
 - 14 1) Manufacturer and Manufacturer's Drawing or data number.
 - 15 2) Contract Document tag number(s).
 - 16 3) Unique page numbers for each page of each separate item.
 - 17 c. When submitting "or-equal" items that are not the products of named manufacturers,
18 include the words "or-equal" in the item description.
- 19 4. Supplier's certification of review and approval:
 - 20 a. Supplier shall execute Exhibit AA, Supplier's Submittal Certification form, to indicate
21 Supplier has reviewed and approved the submittal contents.
 - 22 1) Clearly identify the person who reviewed the submittal and the date it was
23 reviewed."
 - 24 b. Submittals containing multiple independent items shall be prepared with each item
25 listed on the letter of transmittal or on an index sheet for all items listing the discrete
26 page numbers for each page of each item, which shall be stamped with the Supplier's
27 review and approval stamp.
 - 28 1) Each independent item shall have a cover sheet with the transmittal number and
29 item number recorded.
 - 30 a) Provide clear space of 3 IN SQ for Engineer stamping.
 - 31 2) Individual pages or sheets of independent items shall be numbered in a manner that
32 permits the entire contents of a particular item to be readily recognized and
33 associated with Supplier's certification.
- 34 5. Resubmittals:
 - 35 a. Number with original Specification Section and series number with a suffix letter
36 starting with "A" on a (new) duplicate transmittal form.
 - 37 b. Do not increase the scope of any prior transmittal.
 - 38 c. Provide cover letter indicating how each "B", "C", or "D" Action from previous
39 submittal was addressed and where the correction is found in the resubmittal.
 - 40 d. Account for all components of prior transmittal.
 - 41 1) If items in prior transmittal received "A" or "B" Action code, list them and indicate
42 "A" or "B" as appropriate.
 - 43 a) Do not include submittal information for items listed with prior "A" or "B"
44 Action in resubmittal.
 - 45 2) Indicate "Outstanding-To Be Resubmitted At a Later Date" for any prior "C" or
46 "D" Action item not included in resubmittal.
 - 47 a) Obtain Engineer's approval to exclude items.
- 48 6. Supplier shall not use red color for marks on transmittals.
 - 49 a. Duplicate all marks on all copies transmitted, and ensure marks are photocopy
50 reproducible.
 - 51 b. Engineer will use red marks or enclose marks in a cloud.
- 52 7. Transmittal contents:
 - 53 a. Coordinate and identify Shop Drawing contents so that all items can be easily verified
54 by the Engineer.

- 1 b. Provide submittal information or marks defining specific equipment or materials
- 2 utilized on the Project.
- 3 1) Generalized product information, not clearly defining specific equipment or
- 4 materials to be provided, will be rejected.
- 5 c. Identify equipment or material project use, tag number, Drawing detail reference,
- 6 weight, and other Project specific information.
- 7 d. Provide sufficient information together with technical cuts and technical data to allow
- 8 an evaluation to be made to determine that the item submitted is in compliance with the
- 9 Contract Documents.
- 10 e. Do not modify the manufacturer's documentation or data except as specified herein.
- 11 f. Submit items such as equipment brochures, cuts of fixtures, product data sheets or
- 12 catalog sheets not exceeding 11 x 17 IN pages.
- 13 1) Indicate exact item or model and all options proposed by arrow and leader.
- 14 g. When a Shop Drawing submittal is called for in any Specification Section, include as
- 15 appropriate, scaled details, sizes, dimensions, performance characteristics, capacities,
- 16 test data, anchoring details, installation instructions, storage and handling instructions,
- 17 color charts, layout Drawings, rough-in diagrams, wiring diagrams, controls, weights
- 18 and other pertinent data in addition to information specifically stipulated in the
- 19 Specification Section.
- 20 1) Arrange data and performance information in format similar to that provided in
- 21 Contract Documents.
- 22 2) Provide, at minimum, the detail specified in the Contract Documents.
- 23 h. If proposed equipment or materials deviate from the Contract Drawings or
- 24 Specifications in any way, clearly note the deviation and justify the said deviation in
- 25 detail in a separate letter immediately following transmittal sheet. Any deviation from
- 26 plans or specifications not depicted in the submittal or included but not clearly noted by
- 27 the Supplier may not have been reviewed. Review by the Engineer shall not serve to
- 28 relieve the Supplier of the contractual responsibility for any error or deviation from
- 29 contract requirements.
- 30 8. Samples:
- 31 a. Identification:
- 32 1) Identify sample as to transmittal number, manufacturer, item, use, type, project
- 33 designation, tag number, Specification Section or Drawing detail reference, color,
- 34 range, texture, finish and other pertinent data.
- 35 2) If identifying information cannot be marked directly on sample without defacing or
- 36 adversely altering samples, provide a durable tag with identifying information
- 37 securely attached to the sample.
- 38 b. Include application specific brochures, and installation instructions.
- 39 c. Provide Supplier's review and approval certification stamp or Supplier's Submittal
- 40 Certification form as indication of Supplier's checking and verification of dimensions
- 41 and coordination with interrelated work.
- 42 d. Resubmit revised samples of rejected items.
- 43 C. Informational Submittals:
- 44 1. Prepare in the format and detail specified in Specification requiring the informational
- 45 submittal.

46 1.4 TRANSMITTAL OF SUBMITTALS

- 47 A. Shop Drawings and Samples:
- 48 1. Transmit all submittals to:
- 49 2. Craig Habben: craig.habben@hdrinc.com
- 50 3. Utilize two (2) copies of attached Exhibit A to transmit all Shop Drawings and samples.
- 51 B. Informational Submittals:
- 52 1. Transmit under Supplier's standard letter of transmittal or letterhead.

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2. Submit in triplicate or as specified in individual Specification Section.
 3. Transmit to:
 4. Craig Habben: craig.habben@hdrinc.com
- C. Electronic Transmission of Submittals:
1. Transmittals shall be made electronically.
 - a. Use email.
 2. Provide documents in Adobe Acrobat Portable Document Format (PDF), latest version.
 3. Create one (1) PDF file for each equipment Operation and Maintenance Manual.
 4. Do not password protect or lock the PDF document.
 5. Drawings or other graphics must be converted to PDF file format from the original drawing file format and made part of the PDF document.
 - a. Scanning of drawings is to be used only where actual file conversion is not possible and drawings must be scanned at a resolution of 300 dpi or greater.
 - b. Required signatures may be applied prior to scanning for transmittal.
 6. Electronic drawings shall be formatted to be at full-scale (or half-scale when printed to 11x17).
 - a. Do not reduce drawings by more than 50% in size.
 - b. Reduced drawings shall be clearly marked "HALF-SIZE" and shall scale accurately at that size.
 7. Rotate sheets that are normally viewed in landscape mode so that when the PDF file is opened the sheet is in the appropriate position for viewing.
 8. Create bookmarks in the bookmarks panel for the Operation and Maintenance Manual cover, the Table of Contents and each major section of the Table of Contents.
 9. Using Adobe Acrobat Standard or Adobe Acrobat Professional, set the PDF document properties, initial view as follows:
 - a. Select File → Properties → Initial View.
 - b. Select the Navigation tab: Bookmarks Panel and Page.
 - c. Select the Page layout: Single Page.
 - d. Select the Magnification: Fit Page.
 - e. Select Open to page: 1.
 - f. Set the file to open to the cover page with bookmarks to the left, and the first bookmark linked to the cover page.
 10. Set the PDF file "Fast Web View" option to open the first several pages of the document while the rest of the document continues to load.
 - a. To do this:
 - 1) Select Edit → Preferences → Documents → Save Settings.
 - 2) Check the Save As optimizes for Fast Web View box.
 11. File naming conventions:
 - a. File names shall use a "ten dot three" convention (XXXXXX-YY-Z.PDF) where XXXXXX is the Specification Section number, YY is the Shop Drawing Root number and Z is an ID number used to designate the associated volume.
 12. Labeling:
 - a. As a minimum, include the following labeling on all CD-ROM discs and jewel cases:
 - 1) Project Name.
 - 2) Equipment Name and Project Tag Number.
 - 3) Project Specification Section.
 - 4) Manufacturer Name.
 - 5) Vendor Name.
 13. Binding:
 - a. Include labeled CD(s) in labeled jewel case(s).
 - 1) Bind jewel cases in standard three-ring binder Jewel Case Page(s), inserted at the front of the Final paper copy submittal.
 - 2) Jewel Case Page(s) to have means for securing Jewel Case(s) to prevent loss (e.g., flap and strap).

1.5 ENGINEER'S REVIEW ACTION

- A. Shop Drawings and Samples:
1. Items within transmittals will be reviewed for overall design intent and will receive one (1) of the following actions:
 - a. A - FURNISH AS SUBMITTED.
 - b. B - FURNISH AS NOTED (BY ENGINEER).
 - c. C - REVISE AND RESUBMIT.
 - d. D - REJECTED.
 - e. E - ENGINEER'S REVIEW NOT REQUIRED.
 2. Submittals returned with Action "A" or "B" are considered ready for fabrication and installation.
 - a. If for any reason a submittal that has an "A" or "B" Action is resubmitted, it must be accompanied by a letter defining the changes that have been made and the reason for the resubmittal.
 - b. Destroy or conspicuously mark "SUPERSEDED" all documents having previously received "A" or "B" Action that are superseded by a resubmittal.
 3. Submittals with Action "A" or "B" combined with Action "C" (Revise and Resubmit) or "D" (Rejected) will be individually analyzed giving consideration as follows:
 - a. The portion of the submittal given "C" or "D" will not be distributed (unless previously agreed to otherwise at the Preconstruction Conference).
 - 1) One (1) copy or the one (1) transparency of the "C" or "D" Drawings will be marked up and returned to the Supplier.
 - a) Correct and resubmit items so marked.
 - b. Items marked "A" or "B" will be fully distributed.
 - c. If a portion of the items or system proposed are acceptable, however, the major part of the individual Drawings or documents are incomplete or require revision, the entire submittal may be given "C" or "D" Action.
 - 1) This is at the sole discretion of the Engineer.
 - 2) In this case, some Drawings may contain relatively few or no comments or the statement, "Resubmit to maintain a complete package."
 - 3) Distribution to the Owner and field will not be made (unless previously agreed to otherwise).
 4. Failure to include any specific information specified under the submittal paragraphs of the Specifications will result in the submittal being returned to the Supplier with "C" or "D" Action.
 5. Calculations required in individual Specification Sections will be received for information purposes only, as evidence calculations have been stamped by the professional as defined in the specifications and for limited purpose of checking conformance with given performance and design criteria. The Engineer is not responsible for checking the accuracy of the calculations and the calculations will be returned stamped "E. Engineer's Review Not Required" to acknowledge receipt.
 6. Supplier shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Supplier shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Supplier to secure reimbursement for such charges.
 7. Transmittals of submittals which the Engineer considers as "Not Required" submittal information, which is supplemental to but not essential to prior submitted information, or items of information in a transmittal which have been reviewed and received "A" or "B" action in a prior submittal, will be returned with action "E. Engineer's Review Not Required."
 8. Samples may be retained for comparison purposes.
 - a. Remove samples when directed.

- 1 b. Include in bid all costs of furnishing and removing samples.
- 2 9. Approved samples submitted or constructed, constitute criteria for judging completed work.
- 3 a. Finished work or items not equal to samples will be rejected.

4 **PART 2 - PRODUCTS - (NOT APPLICABLE TO THIS SPECIFICATION SECTION)**

5 **PART 3 - EXECUTION - (NOT APPLICABLE TO THIS SPECIFICATION SECTION)**

6 **END OF SECTION**

Exhibit A 16/33



EXHIBIT A Shop Drawing Transmittal No. _____

(Spec Section) (Series)

Project Name:		Date Received:
Project Owner:		Checked By:
Supplier:	HDR Engineering, Inc.	Log Page:
Address:	Address:	HDR No.:
		Spec Section:
		Drawing/Detail No.:
Attn:	Attn:	1st. Sub ReSub.
Date Transmitted:	Previous Transmittal Date:	

Item No.	No. Copies	Description	Manufacturer	Mfr/Vendor Dwg or Data No.	Action Taken*

Remarks:

* The Action designated above is in accordance with the following legend:

<p>A - Furnish as Submitted</p> <p>B - Furnish as Noted</p> <p>C - Revise and Submit</p> <ol style="list-style-type: none"> 1. Not enough information for review. 2. No reproducibles submitted. 3. Copies illegible. 4. Not enough copies submitted. 5. Wrong sequence number. 6. Wrong resubmittal number. 7. Wrong spec. section. 8. Wrong form used. 9. See comments. <p>D - Rejected</p>	<p>E - Engineer's review not required</p> <ol style="list-style-type: none"> 1. Submittal not required. 2. Supplemental Information. Submittal retained for informational purposes only. 3. Information reviewed and approved on prior submittal. 4. See comments. 5. Delegated Design - Submittal received as requested by the Contract Documents. The Engineer did not review the engineering or technical content of the submittal. <p>Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Any deviation from plans or specifications not depicted in the submittal or included but not clearly noted by the Supplier may not have been reviewed. Review by the Engineer shall not serve to relieve the Supplier of the contractual responsibility for any error or deviation from contract requirements.</p>
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Comments:

By _____ Date _____

Distribution: Supplier | | File | | Field | | Owner | | Other | |

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EXHIBIT AA

Supplier's Submittal Certification

Shop Drawing Transmittal No.: _____

Contract/Project Name: _____

Company Name: _____

has

- 1. reviewed and coordinated this Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- 2. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- 3. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- 4. determined and verified all information relative to Supplier's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

This Submittal **does not** contain any variations from the requirements of the Contract Documents.

This Submittal **does** contain variations from the requirements of the Contract Documents. A separate description of said variations and a justification for them is provided in an attachment hereto identified as:

"Shop Drawing Transmittal No. _____ Variation and Justification Documentation"

Insert picture file or electronic signature of Authorized Representative

Authorized Representative

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SECTION 01 33 04
OPERATION AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 1. Administration of the submittal process for Operation and Maintenance Manuals.
 2. Content requirements for Operation and Maintenance Manuals.
- B. Related Specification Sections include but are not necessarily limited to:
 1. Section 01 33 00 – Submittals.
 2. Section 46 23 23 – Grit Removal Equipment: Forced Vortex Type.

1.2 DEFINITIONS

- A. Equipment Operation and Maintenance Manuals:
 1. Contain the technical information required for proper installation, operation and maintenance of process, electrical and mechanical equipment and systems.

1.3 SUBMITTALS

- A. Operation and Maintenance Manuals:
 1. Draft and final electronic copies.
 2. Final paper copies: Two (2).

1.4 SUBMITTAL SCHEDULE

- A. Draft Operation and Maintenance Manuals:
 1. Submit approvable draft manuals in electronic format (PDF) within 30 days following approval of the respective Shop Drawing.
 - a. Include placeholders or fly sheet pages where information is not final or is missing from the draft manual.
- B. Final Operation and Maintenance Manuals:
 1. Final approval of Operation and Maintenance Manuals in electronic format (PDF) must be obtained 45 days prior to equipment start-up.
 2. Provide paper copies and CD-ROMs of approved final Operation and Maintenance Manuals in electronic format (PDF), a minimum of 30 days prior to equipment start-up.
 3. Issue addenda to Final Approved Operation and Maintenance Manual to include:
 - a. Equipment field testing data.
 - b. Equipment start-up reports.

1.5 PREPARATION OF SUBMITTALS

- A. General:
 1. All pages of the Operation and Maintenance Manual submittal shall be legible.
 - a. Submittals which, in the Engineer’s sole opinion, are illegible will be rejected without review.
 2. Identify each equipment item in a manner consistent with names and identification numbers used in the Contract Documents, not the manufacturer’s catalog numbers.
 3. Neatly type any data not furnished in printed form.
 4. Operation and Maintenance Manuals are provided for Owner's use, to be reproduced and distributed as training and reference materials within Owner's organization.
 - a. This requirement is:
 - 1) Applicable to both paper copy and electronic files.
 - 2) Applicable to materials containing copyright notice as well as those with no copyright notice.

- 1 5. Notify supplier and/or manufacturer of the intended use of Operations and Maintenance
- 2 Manuals provided under the Contract.
- 3 B. Operation and Maintenance Manual Format and Delivery:
- 4 1. Draft electronic submittals:
- 5 a. Provide manual in Adobe Acrobat Portable Document Format (PDF), latest version.
- 6 b. Create one (1) PDF file for each equipment Operation and Maintenance Manual.
- 7 c. Do not password protect or lock the PDF document.
- 8 d. Drawings or other graphics must be converted to PDF file format from the original
- 9 drawing file format and made part of the PDF document.
- 10 e. Scanning of drawings is to be used only where actual file conversion is not possible and
- 11 drawings must be scanned at a resolution of 300 dpi or greater.
- 12 f. Rotate sheets that are normally viewed in landscape mode so that when the PDF file is
- 13 opened the sheet is in the appropriate position for viewing.
- 14 g. Create bookmarks in the bookmarks panel for the Operation and Maintenance Manual
- 15 cover, the Table of Contents and each major section of the Table of Contents.
- 16 h. Using Adobe Acrobat Standard or Adobe Acrobat Professional, set the PDF document
- 17 properties, initial view as follows:
- 18 1) Select File → Properties → Initial View.
- 19 2) Select the Navigation tab: Bookmarks Panel and Page.
- 20 3) Select the Page layout: Single Page.
- 21 4) Select the Magnification: Fit Page.
- 22 5) Select Open to page: 1.
- 23 6) Set the file to open to the cover page of the manual with bookmarks to the left, and
- 24 the first bookmark linked to the cover page.
- 25 i. Set the PDF file "Fast Web View" option to open the first several pages of the
- 26 document while the rest of the document continues to load.
- 27 1) To do this:
- 28 a) Select Edit → Preferences → Documents → Save Settings.
- 29 b) Check the Save As optimizes for Fast Web View box.
- 30 j. PDF file naming convention:
- 31 1) Use the Specification Section number, the manufacturer's name and the equipment
- 32 description, separated by underscores.
- 33 2) Example: 46 51 21_Sanitaire_Coarse_Bubble_Diffusers.pdf.
- 34 3) Do not put spaces in the file name.
- 35 2. Final electronic submittals:
- 36 a. Submit two (2) copies in PDF file format on two (2) CD-ROM discs (one (1) copy per
- 37 CD-ROM), each secured in a jewel case.
- 38 b. CD-ROM Labeling:
- 39 1) Provide the following printed labeling on all CD-ROM discs:
- 40 a) Project name.
- 41 b) Specification Section.
- 42 c) Equipment names and summary of tag(s) covered.
- 43 d) Manufacturer name.
- 44 e) Date (month, year).
- 45 c. CD-ROM Jewel Case Holder:
- 46 1) Insert jewel cases containing labeled CD-ROM discs in three-ring binder holder
- 47 (C-Line Products, www.c-lineproducts.com stock number CLI-61968 or
- 48 equivalent) at the front of each final paper copy.
- 49 3. Final paper copy submittals:
- 50 a. Quantity: Provide two (2) copies.
- 51 b. Paper: 8.5 x 11 IN or 11 x 17 IN bright white, 20 pound paper with standard three-hole
- 52 punching.
- 53 c. 3-Ring Binder:
- 54 1) Provide D-ring binder with clear vinyl sleeves (i.e. view binder) on front and spine.

- 1 2) Insert binder title sheet with the following information under the front and spine
- 2 sleeves:
- 3 a) Project name.
- 4 b) Specification Section.
- 5 c) Equipment names and summary of tag(s) covered.
- 6 d) Manufacturer name.
- 7 e) Date (month, year).
- 8 3) Provide plastic sheet lifters prior to first page and following last page.
- 9 d. Drawings:
- 10 1) Provide all drawings at 11 x 17 IN size, triple folded and three-hole punched for
- 11 insertion into manual.
- 12 2) Where reduction is not practical to ensure readability, fold larger drawings
- 13 separately and place in three-hole punched vinyl envelopes inserted into the binder.
- 14 3) Identify vinyl envelopes with drawing numbers.
- 15 e. Use plastic coated dividers to tab each section of each manual in accordance with the
- 16 Table of Contents.

- 17 C. Equipment Operation and Maintenance Manual Content:
- 18 1. Provide a cover page as the first page of each manual with the following information:
- 19 a. Manufacturer(s) Name and Contact Information.
- 20 b. Vendor's Name and Contact Information.
- 21 c. Date (month, year).
- 22 d. Project Owner and Project Name.
- 23 e. Specification Section.
- 24 f. Project Equipment Tag Numbers.
- 25 g. Model Numbers.
- 26 h. Engineer's Name.
- 27 2. Provide a Table of Contents for each manual.
- 28 3. Provide Equipment Record sheets as follows:
- 29 a. Printed copies of the Equipment Record (Exhibits B1, B2 and B3), as the first tab
- 30 following the Table of Contents.
- 31 b. Exhibits B1-B3 are available as Fillable PDF Form documents from the Engineer.
- 32 c. Each section of the Equipment Record must be completed in detail; simply referencing
- 33 the related equipment Operation and Maintenance Manual sections for nameplate,
- 34 maintenance, spare parts or lubricant information is not acceptable.
- 35 d. For equipment involving separate components (for example, a motor and gearbox), a
- 36 fully completed Equipment Record is required for each component.
- 37 e. Submittals that do not include the Equipment Record(s) will be rejected without further
- 38 content review.
- 39 4. Provide a printed copy of the Manufacturer's Field Services report following the Equipment
- 40 Record sheets.
- 41 5. Provide the following detailed information, as applicable:
- 42 a. Use equipment tag numbers from the Contract Documents to identify equipment and
- 43 system components.
- 44 b. Equipment function, normal and limiting operating characteristics.
- 45 c. Instructions for assembly, disassembly, installation, alignment, adjustment, and
- 46 inspection.
- 47 d. Operating instructions for start-up, normal operation, control, shutdown, and
- 48 emergency conditions.
- 49 e. Lubrication and maintenance instructions.
- 50 f. Troubleshooting guide.
- 51 g. Mark each sheet to clearly identify specific products and component parts and data
- 52 applicable to the installation for the Project; delete or cross out information that does
- 53 not specifically apply to the Project.
- 54 h. Parts lists:
- 55 1) A parts list and identification number of each component part of the equipment.

- 1 2) Exploded view or plan and section views of the equipment with a detailed parts
- 2 callout matching the parts list.
- 3 3) A list of recommended spare parts.
- 4 4) List of spare parts provided as specified in the associated Specification Section.
- 5 5) A list of any special storage precautions which may be required for all spare parts.
- 6 i. General arrangement, cross-section, and assembly drawings.
- 7 j. Electrical diagrams, including elementary diagrams, wiring diagrams, connection
- 8 diagrams, and interconnection diagrams.
- 9 k. Test data and performance curves.
- 10 l. As-constructed fabrication or layout drawings and wiring diagrams.
- 11 m. Copy of the equipment manufacturer's warranty meeting the requirements of the
- 12 Contract.
- 13 n. Copy of any service contracts provided for the specific piece of equipment as part of
- 14 the Contract.
- 15 6. Additional information as required in the associated equipment or system Specification
- 16 Section.

17 **1.6 TRANSMITTAL OF SUBMITTALS**

- 18 A. Operation and Maintenance Manuals.
- 19 1. Transmit all submittals to:
- 20 a. The address specified in Specification Section 01 33 00 - SUBMITTALS.
- 21 2. Transmittal form: Use Operation and Maintenance Manual Transmittal, Exhibit A.
- 22 3. Transmittal numbering:
- 23 a. Number each submittal with the Specification Section number followed by a series
- 24 number beginning with "-01" and increasing sequentially with each additional
- 25 transmittal, followed by "-OM" (for example: 46 23 23-01-OM).
- 26 4. Submit draft and final Operation and Maintenance Manual in electronic format (PDF) to
- 27 Engineer, until manual is approved.

28 **1.7 ENGINEER'S REVIEW ACTION**

- 29 A. Draft Electronic (PDF) Submittals:
- 30 1. Engineer will review and indicate one of the following review actions:
- 31 a. A - ACCEPTABLE
- 32 b. B - FURNISH AS NOTED
- 33 c. C - REVISE AND RESUBMIT
- 34 d. D - REJECTED
- 35 2. Submittals marked as Acceptable or Furnish As Noted will be retained; however, the
- 36 transmittal form will be returned with a request for the final paper and electronic documents
- 37 to be submitted.
- 38 3. Copies of submittals marked as Revise and Resubmit or Rejected will be returned with the
- 39 transmittal form marked to indicate deficient areas.
- 40 4. Resubmit until approved.
- 41 B. Final Paper Copy Submittals:
- 42 1. Engineer will review and indicate one (1) of the following review actions:
- 43 a. A - ACCEPTABLE
- 44 b. D - REJECTED
- 45 2. Submittals marked as Acceptable will be retained with the transmittal form returned as
- 46 noted.
- 47 3. Submittals marked as Rejected will be returned with the transmittal form marked to indicate
- 48 deficient areas.
- 49 4. Resubmit until approved.

1 PART 2 - PRODUCTS - (NOT APPLICABLE TO THIS SPECIFICATION SECTION)

2 PART 3 - EXECUTION - (NOT APPLICABLE TO THIS SPECIFICATION SECTION)

3 END OF SECTION

4

Exhibit A 23/33



EXHIBIT A Operation and Maintenance Manual Transmittal _____ - _____ - OM (Spec Section) (Series)

Project Name: Date Received: Project Owner: Checked By: Supplier: Owner: Log Page: Address: Address: HDR No.: Attn: Attn: 1st. Sub. ReSub.

Table with 5 columns: No. Copies, Description of Item, Manufacturer, Dwg. or Data No., Action Taken*. Includes Date Transmitted and Previous Transmittal Date fields.

Remarks:

To: From: HDR Engineering, Inc. Date:

* The Action designated above is in accordance with the following legend: A - Acceptable B - Furnish as Noted C - Revise and Resubmit D - Rejected

Comments:

Distribution: Supplier | File | By | Field | Owner | Other | Date

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1 2



Equipment Data and Spare Parts Summary

Project Name		Specification Section:
Equipment Name		Year Installed:
Project Equipment Tag No(s).		
Equipment Manufacturer		Project/Order No.
Address		Phone
Fax	Web Site	E-mail
Local Vendor/Service Center		
Address		Phone
Fax	Web Site	E-mail

MECHANICAL NAMEPLATE DATA

Equip.		Serial No.	
Make		Model No.	
ID No.	Frame No.	HP	RPM
Size	TDH	Imp. Sz.	CFM
Cap.			
PSI			
Other:			

ELECTRICAL NAMEPLATE DATA

Equip.		Serial No.	
Make		Model No.	
ID No.	Frame No.	HP	V.
Duty	Code	Ins. Cl.	Type
Amp.		NEMA	
HZ		C Amb.	
PH		Temp. Rise	
RPM		Rating	
SF			
Other:			

SPARE PARTS PROVIDED PER CONTRACT

Part No.	Part Name	Quantity

RECOMMENDED SPARE PARTS

Part No.	Part Name	Quantity

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Lubrication Summary

Equipment Description		Project Equip. Tag No(s).				
Lubricant Point						
Lubricant Type		Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					
Lubricant Point						
Lubricant Type		Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					
Lubricant Point						
Lubricant Type		Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					
Lubricant Point						
Lubricant Type		Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					
Lubricant Point						
Lubricant Type		Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					
Lubricant Point						
Lubricant Type		Manufacturer	Product	AGMA #	SAE #	ISO
	1					
	2					
	3					
	4					
	5					

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SECTION 46 23 23
GRIT REMOVAL EQUIPMENT: FORCED VORTEX TYPE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Circular forced vortex type grit removal equipment.
 - a. Contract Drawings provide general layout of units. Supplier to provide detailed drawings for units to meet the performance requirements of this specification.
 - 2. Grit removal pumping unit.
- B. The equipment specified herein is intended to be identical to existing equipment currently in operation at the Billings Water Reclamation Facility. All components of the new equipment shall be identical to existing equipment unless specifically noted by the supplier and approved by the engineer during the Shop Drawing phase prior to equipment fabrication and delivery. Owner reserves the right to install existing spare part inventory on new equipment to verify compatibility at their discretion. In the event existing spare part components are not compatible with new equipment, supplier will provide new, matching equipment, at no additional cost to the Owner.
- C. Related Sections include but are not necessarily limited to:
 - 1. Section 01 33 00 – Submittals.
 - 2. Section 01 33 04 – Operations and Maintenance Manuals.

1.2 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. Anti-Friction Bearing Manufacturers Association (AFBMA).
 - 2. American Iron and Steel Institute (AISI).
 - 3. American Society for Testing and Materials (ASTM):
 - a. A36, Specification for Structural Steel.
 - 4. American Society of Mechanical Engineers (ASME).
 - 5. American Gear Manufacturer's Association (AGMA).
 - 6. National Electrical Manufacturers Association (NEMA).
 - 7. American National Standards Institute (ANSI).

1.3 SUBMITTALS

- A. See Section 01 33 00.
- B. Shop Drawings:
 - 1. Product technical data including:
 - a. Acknowledgement that products submitted meet the requirements of the standards referenced.
 - b. Sufficient data to verify compliance with specifications and to illustrate construction or assembly of the components and materials.
 - c. Manufacturer, model, and type.
 - d. Overall dimensions and total weights of equipment.
 - e. Material specifications.
 - f. Electrical wiring diagrams.
 - g. Installation drawings and layouts to scale customized for this installation.
 - h. Supplier's instruction for storage, handling and installation.
 - i. Paint product data.
- C. Maintenance Materials.

- 1 D. Certification of proper installation and satisfactory operation form manufacturer.
- 2 E. Manufacturer's field service report.
- 3 F. Operation and Maintenance Manuals:
- 4 1. See Section 01 33 04.

5 **1.4 JOB CONDITIONS**

- 6 A. Provide equipment to meet area classification of Class I, Division 2.

7 **PART 2 - PRODUCTS**

8 **2.1 ACCEPTABLE MANUFACTURERS**

- 9 A. Acceptable manufacturers:
- 10 1. Ovivo.

11 **2.2 MATERIALS**

- 12 A. Grit Removal Equipment HWB-GRTRP-4:
 - 13 1. Steel plate: ASTM A36.
 - 14 2. Housing: Cast Iron, ASTM A48, Class 25 or better.
 - 15 3. Impellers or propellers: 304L stainless steel.
 - 16 4. Gears and pinions: Alloy steel, heat treated, machined, and hardened in accordance with AGMA
 - 17 standards.
 - 18 5. Bolts and fasteners: Stainless steel, IFI-104, Grade 303 or 305.
 - 19 6. Anchor bolts: Stainless steel, IFI-104, Grade 303 or 305.
 - 20 7. Drive tube and air bell: 304L stainless steel.
 - 21 8. Influent baffle plate: 304L stainless steel.
 - 22 9. Two piece floor plate assembly: 304L stainless steel.
- 23 B. Grit removal pump HWB-PUMP-GRTP-4:
 - 24 1. 4" vertical, vacuum primed type, or self-priming type.
 - 25 2. Curved 5-vane flow inducer.
 - 26 3. Vertical suction line.
 - 27 4. Heavy cast iron or Ni-Hard construction.
 - 28 5. Impeller: Ni-Hard, designed for use of mechanized seals and vacuum priming.
 - 29 6. Shaft: Stainless steel, no removable shaft sleeves.
 - 30 7. Seal: Carbon and ceramic materials.
 - 31 8. Pump motor: Vertical, solid shaft, TEFC NEMA P-base, squirrel-cage induction type, suitable
 - 32 for 3 phase 60 cycle, 460 volt electric current, and class F insulation.
 - 33 9. Eyes or Lugs: Each capable of supporting entire weight of motor and pump.
 - 34 10. Reprime Performance: Include provisions for the pump to remain primed and/or for automatic
 - 35 reprime of the pump. Manufacturer to coordinate with contractor to insure all provisions are
 - 36 included in the bid. Consideration shall be given to the sanitary sewage service anticipated, in
 - 37 which debris is expected to lodge between the suction check valve and its seat, resulting in the
 - 38 loss of the pump suction leg, and siphoning of liquid from the pump casing to the approximate
 - 39 center line of the impeller. Such occurrence shall be considered normal, and the pump must be
 - 40 capable of automatic, unattended operation.
 - 41 11. During unattended operation, the pump shall retain adequate liquid in the casing to insure
 - 42 automatic repriming while operating at its rated speed in a completely open system.

43 **2.3 EQUIPMENT**

- 44 A. Performance and Design Requirements:
 - 45 1. Grit removal equipment HWB-GRTRP-4:
 - 46 a. Trap chamber diameter (minimum): 16 FT - 0 IN.
 - 47 b. Trap chamber depth: See Drawings.

233305

- 1 c. Grit storage chamber diameter: 5 FT - 0 IN.
- 2 d. Grit storage chamber depth: See Drawings.
- 3 e. Grit chamber elevations:
- 4 1) Operating walkway: 3098.10 ± FT.
- 5 2) Grit storage chamber floor: See Drawings.
- 6 3) Trap chamber floor: See Drawings.
- 7 4) Inlet channel invert: See Drawings.
- 8 5) Outlet channel invert: See Drawings.
- 9 6) Water level in grit basin at 20 mgd: See Drawings.
- 10 f. Flow through each grit chamber:
- 11 1) Peak design flow: 20 mgd.
- 12 2) Minimum design flow: 5 mgd.
- 13 g. Minimum drive horsepower: 0.5 HP.
- 14 h. Maximum drive horsepower: 2.0 HP.
- 15 i. Provide all baffles and other appurtenances required for proper operation of equipment.
- 16 j. Direction of flow rotation: Counter clockwise.
- 17 k. Maximum headloss across grit basin at peak design flow: 0.25 IN.
- 18 2. Grit removal pump HWB-PUMP-GRTP-4:
- 19 a. Design Conditions:
- 20 1) 200 gpm.
- 21 2) 42 feet of head.
- 22 3) 70% efficiency.
- 23 b. Shaft through seal:
- 24 1) 1-7/8 IN Diameter.
- 25 2) Solid stainless steel.
- 26 c. Lower bearing to impeller distance: 6 IN maximum.
- 27 d. Shaft run-out: 0.003 IN maximum.
- 28 e. Shaft end play: Limited to bearing shake.
- 29 f. Shaft to motor base: 0.005 IN Maximum.
- 30 g. Impeller to shaft fit: Tapered.
- 31 h. Impeller:
- 32 1) Type: Recessed 5-Vane Turbo.
- 33 2) Material: Ni-Hard High nickel iron.
- 34 3) Shroud: Untrimmed – Full diameter.
- 35 i. Seal housing: Bronze.
- 36 j. Low pressure priming source: Behind impeller.
- 37 k. Fronthead to casing: One piece.
- 38 l. Backhead & motor adaptor: One piece.
- 39 m. Upper bearing: Axially free.
- 40 n. Lower bearing: Locked in place.
- 41 o. Motor insulation: Class F.
- 42 p. Motor temperature rise: Class B.
- 43 q. Motor service factor: 1.15.
- 44 r. Maximum drive horsepower: 10.0 Hp.

45 **2.4 FABRICATION**

- 46 A. General:
- 47 1. Welding: Fully or partially submerged joints shall be sealed watertight by continuous welds.
- 48 2. Edge grinding: Dull all sharp projections by at least one pass of power grinder.
- 49 3. Shop painting:
- 50 a. Primer for all ferrous surfaces, except stainless and galvanized steel, which are subject to
- 51 submergence or splash with wastewater:
- 52 1) Ameron, "Amercoat 86."
- 53 2) Cook, "900-R-014 Vinicon Primer."
- 54 3) Koppers, "10 Vinyl Primer."

- 1 4) Valspar, "80-R-8 Vinyl Primer."
- 2 5) Tnemec, "104."
- 3 b. Top coat with two coats of:
- 4 1) Ameron, "Amercoat 33."
- 5 2) Cook, "Vinicon MW."
- 6 3) Koppers, "10 Vinyl Primer."
- 7 4) Valspar, "80-R-8 Vinyl Primer."
- 8 5) Tnemec, "104."
- 9 c. Total shop coating, including primer, shall be at least 4.5 mils dry film thickness.
- 10 4. Field connections to be bolted. No field welding will be allowed.
- 11 5. No moving parts subject to wear or stoppage below the water surface.
- 12 6. All components designed for heavy-duty 24 hour per day service.
- 13 B. Impeller or propeller Assembly:
- 14 1. Impeller or propeller connected to drive tube driven by mechanical drive turntable bearing.
- 15 2.2 blades per unit minimum, affixed to drive tube by means of a two piece collar allowing
- 16 adjustment in either an upward or downward position to assure maximum grit removal and organics
- 17 separation.
- 18 2. Pitch of each impeller or propeller blade set.
- 19 3. Drive tube: 3/8 IN thick, minimum.
- 20 4. Impeller or propeller blades: 1/4 IN thick, minimum.
- 21 C. Gear Motor:
- 22 1. Helical gear type motor, 230/460 V, 3 phase, 60 Hz, TEFC with normal starting torque and low
- 23 starting current.
- 24 2. Gear reducer to include antifriction bearings with high overhung load properties, and double lip
- 25 temperature oil seals riding on precision ground shafts.
- 26 3. Gear motor designed for heavy duty 24 hour service and not to overload under any normal
- 27 operating conditions.
- 28 4. Oil lubrication for helical gearing.
- 29 5. B-10 bearing life: 100,000 hours minimum.
- 30 6. Service factor: 2.0 or greater.
- 31 D. Mechanical Drive:
- 32 1. Combination spur gear and minimum 19 IN diameter turntable bearing, totally enclosed in heavy
- 33 cast iron case, and driven by pinion on output shaft of gear motor.
- 34 2. Output speed: 21 rpm, maximum.
- 35 3. Mechanical drive assembly specifically designed for this service and installation, including any
- 36 additional weight from the stainless steel drive tube and impeller or propeller assembly
- 37 compared with manufacturers standard steel components. Clarifier drives modified to meet the
- 38 higher impeller or propeller speeds are not acceptable.
- 39 4. Gear box to be sealed with bottom opening for drive tube protected by air bell, 1/8 IN thick
- 40 minimum, to prevent water from entering the gearbox in the event of flooding.
- 41 5. Gear box oil or grease lubricated.
- 42 6. Service factor: 5.0 minimum, at standard operating speeds.
- 43 7. B-10 bearing life for turntable assembly: 175,000 hours, minimum.
- 44 8. B-10 bearing life for other drive assembly bearings: 100,000 hours, minimum.
- 45 E. Baffle Plate:
- 46 1. If required by manufacturer, provide baffle at inlet channel to maximize hydraulic conditions.
- 47 F. Floor Plate:
- 48 1. If required by manufacturer, provide removable floor plate assembly over grit storage chamber
- 49 to minimize the possibility of organic capture.
- 50 2. Provide 3 IN opening for grit to pass through to storage chamber.
- 51 3. Design plate in two sections with lifting loops to allow access to the grit storage chamber.
- 52 4. Plate to be 1/4 IN minimum and must support a 200 pound per square foot live load.

- 1 G. Straightening Vanes:
- 2 1. If required by manufacturer, provide stainless steel straightening vanes in approach channel.

3 **2.5 MAINTENANCE MATERIALS**

- 4 A. Replacement lubricant for two drive gear assemblies.
- 5 B. One spare gear motor.
- 6 C. One spare pump motor.
- 7 D. One spare mechanical drive.

8 **PART 3 - PART 3 - EXECUTION**

9 **3.1 INSTALLATION**

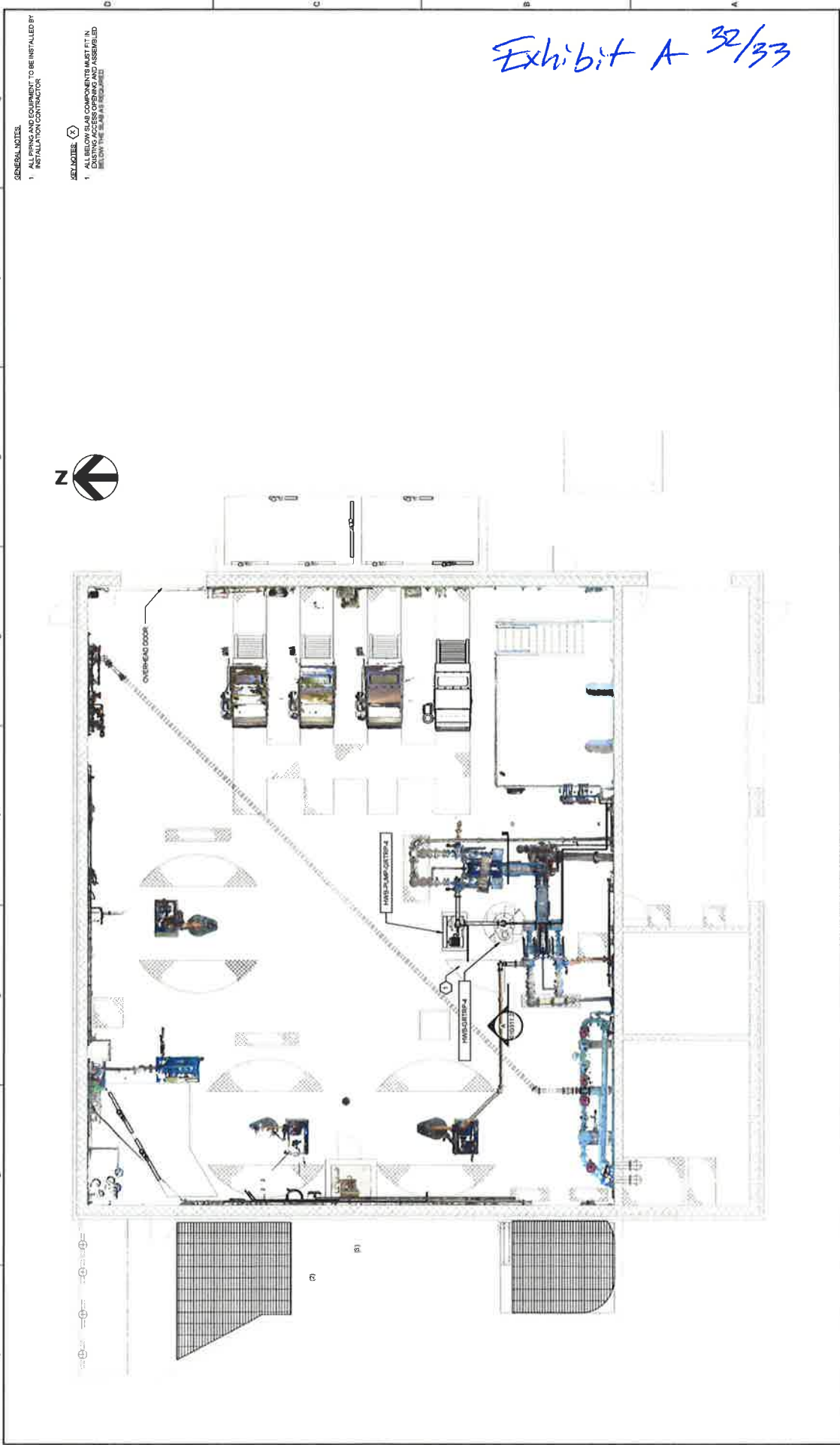
- 10 A. By Installation Contractor to be Bid Separately.
- 11 B. See attached drawings for installation requirements in terms of below slab components fitting
- 12 through existing opening and assembly below slab.

13 **3.2 FIELD QUALITY CONTROL**

- 14 A. Manufacturer's Field Services:
- 15 1. Provide (1) trip, (2) days for start-up and training services.
- 16 B. Field Tests:
- 17 1. To be completed in conjunction with the Installation Contractor.
- 18 2. Repeatability of performance shall be demonstrated by testing five consecutive reprime cycles.
- 19 Full pump capacity (flow) shall be achieved within five minutes during each cycle.
- 20 3. Liquid to be used for reprime test shall be water.
- 21 4. Upon request from the engineer, certified reprime performance test results, prepared by the
- 22 manufacturer, and certified by a registered professional engineer, shall be submitted for approval
- 23 prior to shipment.

24 **END OF SECTION**

Exhibit A 30/33



- GENERAL NOTES:**
1. ALL PIPING AND EQUIPMENT TO BE INSTALLED BY INSTALLATION CONTRACTOR.
- KEY NOTES:**
1. ALL REGIONAL COMPONENTS MUST FIT IN EXISTING ACCESS OPENINGS AND ASSEMBLED BELOW THE SLAB AS REQUIRED.



PRELIMINARY TREATMENT HEADWORKS GROUND LEVEL PLAN

FILE NAME: 230306-01_PROCESS
SCALE: 3/16" = 1'-0"

SHEET: 01D112.2

Water Reclamation Facility
City of Billings, MT
W.O. 19-45
Grit Unit Procurement

PROJECT MANAGER	DAVID HANSEN
CIVIL	J. CHRISTENSEN
STRUCTURAL	K. ROOPNER
MECHANICAL	C. HANSEN
ELECTRICAL	D. BESETZ
RETREATMENT	D. BESETZ
PROJECT NUMBER	230306

ISSUE	DATE	DESCRIPTION

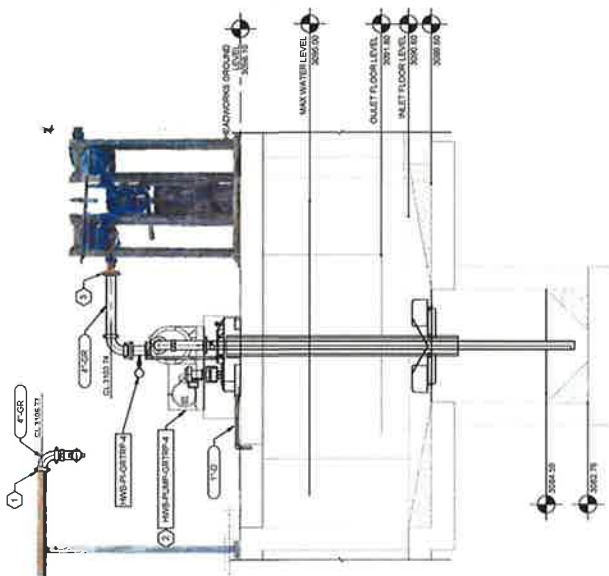


Exhibit A 33/33

GENERAL NOTES:
 1. ALL EQUIPMENT TO BE INSTALLED BY INSTALLATION CONTRACTOR

REMARKS: (X)

- CONNECT NEW 4" OR TO EXISTING GROOVED
- CONVERT PUMPS PROVIDE EQUIPMENT FACT PER STANDARD DETAIL D1.13.35
- FLANGE 4" OR TO EXISTING CYCLONE AT



SECTION A
 3/8" = 1'-0"

PRELIMINARY TREATMENT
 HEADWORKS SECTIONS & DETAILS

Water Reclamation Facility
 City of Billings, MT
 W.O. 19-45
 Grit Unit Procurement



PROJECT MANAGER	GRIS VANDEN
CON.	J. OSTANDER
STRUCTURAL	H. KOSCHER
ARCHITECTURAL	J. ROBERT
PROCESS	C. HANSEN
MECHANICAL	L. WORTH
ELECTRICAL	D. BEHNER
INSTALLATION	D. BEHNER
PROJECT NUMBER	23305

ISSUE	DATE	DESCRIPTION



FILE NAME: 23305-01-PROCESS
 SCALE: 3/8" = 1'-0"
 SHEET: 01D311.2

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Donation of \$1,500 from Bill Cole for the purchase of a framed painting of Yellowstone Kelly, to be displayed in City Hall

PRESENTED BY: Chris Kukulski, City Administrator

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

The City is in receipt of a \$1,500 donation to purchase the reproduction painting of Yellowstone Kelly done by Charlie Fritz with frame. This painting is currently displayed in the Mayor's office at City Hall.

ALTERNATIVES ANALYZED

City Council may:

- Approve, or;
- Disapprove

FINANCIAL IMPACT

The donation will provide funds to purchase the artwork, per the donors request.

RECOMMENDATION

Staff recommends approval.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Bond Resolution for SID 1404 Special Improvement District

PRESENTED BY: Andy Zoeller, Finance Director

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Construction bids were taken last year for Special Improvement District (SID) 1404. This SID was for Annafeld Subdivision to construct public improvements in the subdivision that included street lights and a park. Because the bids were too high for the park construction last year, PRPL rebid the project this spring. Montana Municipal Cooperative purchased the bonds last year to finance the lighting project and have agreed to purchase the additional amount for the Parks project. This resolution updates the information in the prior resolution passed on February 12, 2018. The details of the bond are also set in the resolution.

ALTERNATIVES ANALYZED

This is the final step of the bond sale. Once Council approves this resolution, the closing will take place on July 11, 2019 and the money will be disbursed to the project.

FINANCIAL IMPACT

By doing a negotiated sale, the City eliminates the risk that the bonds may not be marketable in a public sale due to the relatively small size of the issue and it reduces the bond issuance costs. The term of the bond is 14 years with an interest rate of 5.24%. The property owners identified in the SID creation documents will be assessed yearly on their property tax bill, or have the option to pay the assessment in full.

RECOMMENDATION

Staff recommends that the City Council approve the attached bond resolution, providing financing for the 1404 Special Improvement District project.

APPROVED BY CITY ADMINISTRATOR

Attachments

bond resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____ entitled: "RESOLUTION RELATING TO \$652,000 SPECIAL IMPROVEMENT DISTRICT NO. 1404 BONDS, SERIES 2019; FIXING THE FORM AND DETAILS AND PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on June 24, 2019, and that the meeting was duly held by the City Council 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 Council Members voted in favor thereof: _____;
_____;
voted against the same: _____; abstained from voting thereon:
_____ ; or were absent: _____.

WITNESS my hand and seal officially this 24th day of June, 2019.

(SEAL)

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO \$652,000 SPECIAL
IMPROVEMENT DISTRICT NO. 1404 BONDS, SERIES 2019;
FIXING THE FORM AND DETAILS AND PROVIDING FOR
THE EXECUTION AND DELIVERY THEREOF AND
SECURITY THEREFOR

BE IT RESOLVED by the City Council (the "Council") of the City of Billings, Montana (the "City"), as follows:

Section 1. Recitals. It is hereby found, determined and declared as follows:

1.01. Resolution of Intention. By Resolution No. 18-10685, duly adopted by the Council on January 22, 2018 (the "Resolution of Intention"), this Council declared its intention to create Special Improvement District No. 1404 (the "District"), for the purpose of financing costs of certain public improvements of special benefit to the properties within the District. The Resolution of Intention designated the number of the District, described the boundaries thereof, stated whether the District was an extended district, stated the general character of the improvements to be made (the "Improvements") and stated an approximate estimate of the costs thereof, in accordance with the provisions of Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"). The Improvements consisted of street light improvements (the "Street Light Improvements") and park improvements (the "Park Improvements") to be undertaken in the District, as more specifically described in the Resolution of Intention. By the Resolution of Intention, this Council also declared its intention to cause the cost and expense of making the Improvements specially benefiting the District to be assessed against the properties included within the boundaries thereof in accordance with one or more methods of assessment authorized in Sections 7-12-4161 to 7-12-4165 of the Act and as set forth in the Resolution of Intention.

In the Resolution of Intention, this Council stated its intention to issue special improvement district bonds drawn against the District to pay a portion of the costs of the Improvements and costs of issuance of the bonds. This Council further found that it is in the public interest, and in the best interest of the City and the District, to secure payment of principal of and interest on such bonds by the Special Improvement District Revolving Fund of the City (the "Revolving Fund"), on the basis of factors required to be considered under Section 7-12-4225 of the Act. Those findings are hereby ratified and confirmed.

1.02. Notices. Notice of the passage of the Resolution of Intention was given by two publications, with at least six days between publications, in the *Yellowstone County News*, a weekly newspaper of general circulation published within the City. Notice of the passage of the Resolution of Intention was also mailed the same day the notice was first published to all persons, firms or corporations or the agents thereof having real property within the District listed in their names upon the last completed assessment roll for State, county and school district taxes, at their last known addresses. The notice described the general character of the Improvements, stated the estimated cost of the Improvements and the method or methods of assessment of such costs against properties in the District, specified the time when and the place where the Council

would hear and pass upon all protests made against the making of the Improvements or the creation or extension of the District, and referred to the Resolution of Intention as being on file in the office of the City Clerk for a description of the boundaries of the District, all in accordance with the provisions of the Resolution of Intention, and included a statement that, subject to the limitations of Section 7-12-4222 of the Act, the general fund of the City may be used to provide loans to the Revolving Fund or a general tax levy may be imposed on all taxable property in the City to meet the financial requirements of the Revolving Fund. In the Resolution of Intention, the Council also declared its intention to reimburse the City for costs paid before issuance of the Bonds, as required by Section 1.150-2 of the Income Tax Regulations promulgated under the Internal Revenue Code.

1.03. Creation of District. At the time and place specified in the notice hereinabove described, this Council met to hear, consider and pass upon all protests made against the making of the Improvements and the creation of the District, and, after consideration thereof, it was determined and declared that insufficient protests against the creation or extension of the District or the proposed work had been filed in the time and manner provided by law by the owners of the property to be assessed for the Improvements in the District, and this Council did therefore by Resolution No. 18-10691, adopted February 12, 2018, create the District in accordance with the Resolution of Intention.

1.04. Street Light Improvements and Series 2018 Bonds. After advertisements for bids for construction of the Street Light Improvements and Park Improvements were published in the official newspaper of the City in accordance with the provisions of Section 7-12-4141 of the Act, the City awarded the contract for installation of the Street Light Improvements on July 23, 2018. At that time, the City determined to re-bid the Park Improvements. On August 23, 2018, the City issued its \$535,000 Pooled Special Improvement District Bonds (Special Improvement District Nos. 1401, 1403 and 1404), Series 2018 (the "Series 2018 Bonds"), to pay the costs of certain improvements to be undertaken in certain special improvement districts in the City, including the Street Light Improvements in the District, and to pay costs incidental thereto. Of the principal amount of the Series 2018 Bonds, \$280,000 was allocated to the District for the Street Light Improvements.

1.05. Park Improvements Construction Contracts. The City will cause or has caused to be constructed the Park Improvements. Plans, specifications, maps, profiles and surveys for construction of the Park Improvements to be constructed to benefit the District were prepared by the engineers acting for the City or by City engineers, and were thereupon examined and approved by this Council. Advertisements for bids for construction of the Park Improvements were published in the official newspaper of the City in accordance with the provisions of Section 7-12-4141 of the Act, after which the bids theretofore received were opened and examined. After referring the bids to the engineers for the City it was determined that the lowest regular proposal for the furnishing of all work and materials required for constructing the Park Improvements in accordance with the approved plans and specifications was the following:

<u>Work</u>	<u>Bidder</u>	<u>Contract Price</u>
Park and Irrigation Improvements for Annafeld Subdivision, 1 st Filing, Phase 1	The Good Earth Works Co., Inc.	\$612,072.16

Contracts for the construction of the Park Improvements were therefore awarded to said bidder, subject to the right of owners of property liable to be assessed for the costs thereof to elect to take the work and enter into written contracts therefor in the manner provided by Section 7-12-4147 of the Act, whereupon the City and the successful bidder entered into written contracts for construction of the Park Improvements upon the bidder having executed and filed bonds satisfactory to this Council and in the form and manner provided by Montana Code Annotated, Title 18, Chapter 2, Part 2, as amended.

1.06. Costs. It is currently estimated that the costs and expenses to be assessed against properties in the District benefited by the Park Improvements, including costs of preparation of plans, specifications, maps, profiles, engineering superintendence and inspection, preparation of assessment rolls, expenses of making the assessments, the cost of work and materials under the construction contracts and all other costs and expenses, including costs of issuance of the Series 2019 Bonds (as hereinafter defined) and the deposit of proceeds in the Revolving Fund, are as follows:

Construction	\$612,072.16
Engineering and Administration	1,066.00
City Financing Expense	150.00
Revolving Fund Deposit	31,039.41
Costs of Issuance	7,500.00
Rounding	172.43
Total	<u>\$652,000.00</u>

The aggregate principal amount required to finance the construction of the Park Improvements is \$652,000.

Such amount will be levied and assessed against the property within the District on the basis described in the Resolution of Intention. This Council has jurisdiction and is required by law to levy and assess such amounts, to collect such special assessments and credit the same to the special improvement district funds created for the District, which funds are to be maintained on the official books and records of the City separate from all other City funds, within the Special Improvement District No. 1404 Fund (the "District Fund") for the payment of principal and interest when due on the Series 2019 Bonds herein authorized.

1.07. Sale and Issuance of Series 2019 Bonds. For the purpose of financing the Park Improvements, funding a deposit to the Revolving Fund and paying costs of issuance, the City has determined to issue its Special Improvement District No. 1404 Bonds, Series 2019 (the "Series 2019 Bonds").

Pursuant to an offer received by the City, the City hereby determines that it is in the best interests of the City to sell the Series 2019 Bonds at a private negotiated sale, in accordance with

Section 17-5-107, Montana Code Annotated, to Montana Municipal Cooperative, a Montana partnership (the “Purchaser”). This Council hereby authorizes the City Administrator and the City Finance Director, on behalf of the City, to enter into a bond purchase agreement (the “Bond Purchase Agreement”) with the Purchaser, pursuant to which the Purchaser will agree to purchase from the City the Series 2019 Bonds at a purchase price of \$652,000 (representing the stated principal amount of the Series 2019 Bonds), at the rates of interest set forth in Section 2.01 hereof and upon the further terms set forth in this Resolution. In the event of the absence or disability of the City Administrator and City Finance Director, the Mayor or Chair of this Council may make such approvals and execute and deliver the Bond Purchase Agreement. The execution and delivery by such persons of the Bond Purchase Agreement shall be conclusive as to the approval of such persons of the terms of the Series 2019 Bonds and the agreement of the City to sell the Series 2019 Bonds on such terms in accordance with the provisions thereof. In the event of any discrepancy between the Bond Purchase Agreement and this Resolution, this Resolution shall control.

1.08. Recitals. All acts, conditions and things required by the Constitution and laws of the State of Montana, including the Act, and the home rule charter of the City, in order to make the Series 2019 Bonds valid and binding special obligations in accordance with their terms and in accordance with the terms of this Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

Section 2. The Series 2019 Bonds.

2.01. Principal Amount, Maturities, Denominations, Date, Interest Rates. For the purpose of paying the costs and expenses of making the Park Improvements, funding a deposit to the Revolving Fund and paying costs of issuance of the Series 2019 Bonds, and in anticipation of the collection of special assessments to be levied therefor, and pursuant to the Bond Purchase Agreement, the City shall forthwith issue and deliver to the Purchaser the Series 2019 Bonds, denominated “Special Improvement District No. 1404 Bonds, Series 2019,” in the aggregate principal amount of \$652,000, payable solely from the District Fund. The Series 2019 Bonds shall be dated, as originally issued, and be registered as of July 11, 2019, shall mature on July 1, in the years and principal amounts set forth below, and Bonds maturing in such years and principal amounts shall bear interest from the date of original registration until paid or duly called for redemption at the rates per annum set forth opposite such years and amounts, respectively:

Year	Principal Amount	Interest Rate
2020	\$30,000	2.75%
2021	30,000	3.00
2022	35,000	3.50
2023	35,000	3.75
2024	35,000	4.00
2025	40,000	4.25
2026	45,000	4.50
2027	45,000	4.75
2028	50,000	5.00
2029	55,000	5.50
2030	60,000	5.50
2031	60,000	5.75
2032	65,000	5.75
2033	67,000	5.75

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

2.02. Interest Payment Dates. Interest on the Series 2019 Bonds shall be payable on each January 1 and July 1, commencing January 1, 2020, to the owners of record thereof as such appear on the bond register at the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. Upon the original delivery of the Series 2019 Bonds to the Purchaser and upon each subsequent transfer or exchange of a Bond pursuant to Section 2.04, the Registrar shall date each Bond as of the date of its authentication.

2.03. Method of Payment. The Series 2019 Bonds shall be issued only in fully registered form. The interest on and, upon presentation and surrender thereof at the principal office of the Registrar, the principal of each Bond, shall be payable by check or draft drawn on the Registrar. The principal of and interest on the Bond are payable in lawful money of the United States of America.

2.04. Registration. The City hereby appoints the City Finance Director to act as bond registrar, transfer agent and paying agent for the Series 2019 Bonds (the “Registrar”). The City reserves the right to appoint a bank, trust company or fiscal company as successor bond registrar, transfer agent or paying agent, as authorized by the Model Public Obligations Registration Act of Montana (the “Registration Act”), but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed. This Section 2.04 shall establish a system of registration for the Series 2019 Bonds as defined in the Registration Act. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Bond Register. The Registrar shall keep at its principal office a bond register in which the Registrar shall provide for the registration of ownership of the Series 2019

Bonds and the registration of transfers and exchanges of the Series 2019 Bonds entitled to be registered, transferred or exchanged.

(b) Transfer. Upon surrender to the Registrar for transfer of any Series 2019 Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing and guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2019 Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of any Series 2019 Bond or portion thereof selected or called for redemption.

(c) Exchange. Whenever any Series 2019 Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Series 2019 Bonds of a like aggregate principal amount, interest rate and maturity, as requested by the registered owner or the owner’s attorney duly authorized in writing.

(d) Cancellation. All Series 2019 Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Series 2019 Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Series 2019 Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Series 2019 Bond is at any time registered on the bond register as the absolute owner of such Series 2019 Bond, whether such Series 2019 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Series 2019 Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner’s order shall be valid and effectual to satisfy and discharge the liability of the City upon such Series 2019 Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer of a Series 2019 Bond or exchange of a Series 2019 Bond (except for an exchange upon the partial redemption of a Series 2019 Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Series 2019 Bonds. In case any Series 2019 Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall

deliver a new Series 2019 Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Series 2019 Bond or in lieu of and in substitution for any such Series 2019 Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Series 2019 Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Series 2019 Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Series 2019 Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Series 2019 Bond has already matured or such Series 2019 Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Series 2019 Bond prior to payment.

2.05. Redemption.

(a) Mandatory Redemption. If on any interest payment date there will be a balance in the District Fund after payment of the principal and interest due on all Series 2019 Bonds drawn against it, either from the prepayment of special assessments levied for the Park Improvements or from the transfer of surplus money from the Construction Account to the Principal Account as provided in Section 3.02, the City Finance Director shall call for redemption on the interest payment date outstanding Series 2019 Bonds, or portions thereof, in an amount which, together with the interest thereon to the interest payment date, will equal the amount of such funds on deposit in the District Fund on that date. The redemption price shall equal the principal amount of the Series 2019 Bonds to be redeemed plus interest accrued to the date of redemption.

(b) Optional Redemption. The Series 2019 Bonds with stated maturities in the years 2020 through 2022 are not subject to optional redemption. The Series 2019 Bonds with stated maturities on or after July 1, 2023 will be subject to redemption on July 1, 2022, and any date thereafter, at the option of the City, in whole or in part, from sources of funds available therefor (other than those described in Section 2.05(a)), at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, without premium.

(c) Selection of Bonds for Redemption. If less than all of the Series 2019 Bonds are to be redeemed, Series 2019 Bonds shall be redeemed in order of the stated maturities thereof. If less than all Series 2019 Bonds of a stated maturity are to be redeemed, the Series 2019 Bonds of such maturity shall be selected for redemption in \$5,000 principal amounts selected by the Registrar by lot or other manner it deems fair; provided that if the redemption of less than all Series 2019 Bonds of a stated maturity will result in less than \$5,000 principal amount of such Series 2019 Bonds outstanding, such Series 2019 Bonds shall be redeemed in whole only.

(d) Notice and Effect of Redemption. The date of redemption and the principal amount of the Series 2019 Bonds to be redeemed shall be fixed by the City Finance Director, who shall give notice thereof, by first class mail, postage prepaid, to the owner or owners of such Bonds at their addresses appearing on the bond register, of the numbers of the Series 2019 Bonds or

portions thereof to be redeemed and the date on which payment will be made, which date shall be not less than 30 days after the date of mailing notice. On the date so fixed, interest on the Series 2019 Bonds or portions thereof so redeemed shall cease to accrue. Upon partial redemption of any Series 2019 Bond, a new Series 2019 Bond or Series 2019 Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

2.06. Form. The Series 2019 Bonds shall be prepared in substantially the form set forth in Exhibit A hereto, and by this reference made a part hereof, with such modifications as are permitted by the Act.

2.07. Execution, Registration and Delivery. The Series 2019 Bonds shall be prepared under the direction of the City Finance Director and shall be executed on behalf of the City by the signatures of the Mayor, the City Finance Director and the City Clerk and sealed with the official seal of the City; provided that the seal and all signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2019 Bonds shall cease to be such officer before the delivery of any Series 2019 Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Series 2019 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Series 2019 Bond has been duly executed by the manual signature of an authorized representative of the Registrar. The certificate of authentication on different Series 2019 Bonds need not be signed by the same representative. The executed certificate of authentication on each Series 2019 Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Series 2019 Bonds have been so executed, authenticated and registered, they shall be delivered by the Registrar to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed.

2.08. Application of Proceeds. From the proceeds of the Series 2019 Bonds, the City Finance Director shall credit forthwith \$31,039.41 to the Revolving Fund, as required by Section 7-12-4169(2) of the Act, and the balance of such proceeds to the Construction Account, as set forth in Section 1.06, to be used solely for the purposes described in Section 3.02.

Section 3. District Fund; Assessments.

3.01. 2019 Special Improvement District No. 1404 Fund. There is hereby created and established the fund designated as the “2019 Special Improvement District No. 1404 Fund” which shall be maintained by the City Finance Director on the books and records of the City separate and apart from all other funds of the City (the “District Fund”). Within the District Fund there shall be maintained three separate accounts, designated as the “Construction Account,” the “Principal Account” and the “Interest Account,” respectively.

3.02. Construction Account. There shall be credited to the Construction Account the proceeds of the sale of the Series 2019 Bonds after the required deposit to the Revolving Fund. Any earnings on investment of money in the Construction Account shall be retained therein. All

costs and expenses of constructing the Park Improvements, including costs of issuance of the Series 2019 Bonds, shall be paid from time to time as incurred and allowed from the Construction Account in accordance with the provisions of applicable law, and money in the Construction Account shall be used for no other purpose; provided that upon completion of the Park Improvements and after all claims and expenses with respect to the Park Improvements have been fully paid and satisfied, any money remaining in the Construction Account shall be transferred to the Principal Account and used to redeem Series 2019 Bonds or portions thereof as provided in Section 3.03.

3.03. Principal Account and Interest Account. Money in the Principal Account and the Interest Account shall be used only for payment of the principal of and interest on the Series 2019 Bonds as such payments become due or to redeem Series 2019 Bonds or portions thereof.

Upon collection of the installment of principal and interest due on November 30 and May 31 of each year on the special assessments to be levied with respect to the Park Improvements, the City Finance Director shall credit to the Interest Account so much of said special assessments as is collected as interest payment and the balance thereof to the Principal Account. Any installment of any special assessment paid prior to its due date with interest accrued thereon to the next succeeding interest payment date shall be credited with respect to principal and interest payments in the same manner as other assessments are credited to the District Fund. All money in the Interest Account and the Principal Account shall be used first to pay interest due, and any remaining money shall be used to pay principal then due and, if money is available, to redeem Bonds or portions thereof in accordance with Section 2.05; provided that any money transferred to the Principal Account from the Construction Account pursuant to Section 3.02 shall be applied to redeem Series 2019 Bonds to the extent possible on the next interest payment date for which notice of redemption has been properly given pursuant to Section 2.05(a). Redemption of Series 2019 Bonds or portions thereof from the Principal Account shall be in the order of their stated maturities as provided in Section 2.05, and interest shall be paid from the Interest Account as accrued on the Series 2019 Bonds to the date of redemption, in accordance with the provisions of Section 7-12-4206 of the Act.

3.04. Loans From Revolving Fund. The Council shall annually or more often if necessary issue an order authorizing a loan or advance from the Revolving Fund to the District Fund in an amount sufficient to make good any deficiency then existing in the Interest Account and issue an order authorizing a loan or advance from the Revolving Fund to the District Fund in an amount sufficient to make good any deficiency then existing in the Principal Account, in each case to the extent that money is available in the Revolving Fund. A deficiency shall be deemed to exist in the Principal Account or Interest Account if the money on deposit therein on any December 15 or June 15 (excluding amounts in the Principal Account representing prepaid special assessments) is less than the amount necessary to pay the principal of the Series 2019 Bonds then due (other than upon mandatory or optional redemption pursuant to Sections 2.05(a) or (b)), and interest payable on all Series 2019 Bonds, on the next succeeding interest payment date.

Pursuant to Ordinance No. 1096, the City has undertaken and agreed to provide funds for the Revolving Fund by annually levying such tax or making such loan from the general fund of

the City, subject to the limitation that no such tax levy or loan may in any year cause the balance in the Revolving Fund to exceed five percent of the principal amount of the City's then outstanding special improvement and sidewalk, curb, gutter and alley approach bonds and warrants secured thereby and subject to the durational limitations specified in the Act. In the event that the balance on hand in the Revolving Fund fifteen days prior to any date when interest is due on special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City is not sufficient to make good all deficiencies then existing in the funds for which the City covenants to make loans from the Revolving Fund, the balance on hand in the Revolving Fund shall be allocated to the funds in which such deficiencies then exist in proportion to the amounts of the deficiencies on the respective dates of receipt of such money, until all interest accrued on such special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City has been paid and to the extent of amounts available in the Revolving Fund. On any date when all accrued interest on special improvement and sidewalk, curb, gutter and alley approach bonds and warrants of the City payable from funds for which the City has covenanted to make loans from the Revolving Fund has been paid, any balance remaining in the Revolving Fund shall be loaned or advanced to the funds for payment and redemption of bonds and warrants to the extent such funds are deficient for such purpose and, if money in the Revolving Fund is insufficient therefor, pro rata, in an amount proportionate to the amount of such deficiency.

The City hereby determines, covenants and agrees to levy the property tax described in the immediately preceding paragraph to provide funds for the Revolving Fund so long as any Series 2019 Bonds are outstanding to the extent required under the provisions of this Resolution and the Act, even though such property tax levy may, under applicable law or provisions of the home rule charter of the City, require that property tax levies of the City for other purposes be reduced correspondingly.

Section 4. Covenants. The City covenants and agrees with the owners from time to time of the Series 2019 Bonds that until the principal amount of the Series 2019 Bonds and interest thereon are fully paid:

4.01. Compliance with Resolution. The City will hold the District Fund and the Revolving Fund as trust funds, separate and apart from all of its other funds, and the City, its officers and agents, will comply with all covenants and agreements contained in this Resolution. The provisions hereinabove made with respect to the District Fund and the Revolving Fund are in accordance with the undertaking and agreement of the City made in connection with the sale of the Series 2019 Bonds as set forth in Section 1.07.

4.02. Construction of Park Improvements. The City will do all acts and things necessary to enforce the provisions of the construction contracts for the Park Improvements and to ensure the completion of the Park Improvements in accordance with the plans and specifications and within the time therein provided, and will pay all costs thereof promptly as incurred and allowed, out of the Construction Account within the District Fund and within the amount of the proceeds of the Series 2019 Bonds appropriated thereto, amounts contributed by the City therefor and prepayments by property owners in the District.

4.03. Levy of Assessments. The City will do all acts and things necessary for the final and valid levy of special assessments upon all assessable real property within the boundaries of the District benefited by the Park Improvements, in accordance with the Constitution and laws of the State of Montana and the Constitution of the United States, in an aggregate principal amount not less than \$652,000.00.

Such special assessments shall be levied on the basis or bases prescribed in the Resolutions of Intention, and shall be payable in substantially equal semiannual installments of principal and interest over a period of 15 years, at an annual rate equal to the sum of: (i) the average annual interest rate borne by the then-outstanding Series 2019 Bonds, plus (ii) one-half of one percent (0.50%) per annum. The assessments to be levied will be payable on the 30th day of November in each of the years 2019 through 2032, and on the 31st day of May in the years 2020 through 2033, inclusive, if not theretofore paid, and shall become delinquent on such date unless paid in full. The first partial payment of each assessment shall include interest on the entire assessment from the date of original registration of the Series 2019 Bonds to January 1, 2020. The assessments shall constitute a lien upon and against the property against which they are made and levied, which lien may be extinguished only by payment of the assessment with all penalties, cost and interest as provided in Section 7-12-4191 of the Act. No tax deed issued with respect to any lot or parcel of land shall operate as payment of any installment of the assessment thereon which is payable after the execution of such deed, and any tax deed so issued shall convey title subject only to the lien of said future installments, as provided in Montana Code Annotated, Section 15-18-214.

4.04. Reassessment. If at any time and for whatever reason any special assessment or tax herein agreed to be levied is held invalid, the City and this Council, its officers and employees, will take all steps necessary to correct the same and to reassess and re-levy the same, including the ordering of work, with the same force and effect as if made at the time provided by law, ordinance or resolution relating thereto, and will reassess and re-levy the same with the same force and effect as an original levy thereof, as authorized in Section 7-12-4186 of the Act. Any special assessment, or reassessment or re-levy shall, so far as is practicable, be levied and collected as it would have been if the first levy had been enforced including the levy and collection of any interest accrued on the first levy.

If proceeds of the Series 2019 Bonds, including investment income thereon, are applied to the redemption of the Series 2019 Bonds, as provided in Sections 7-12-4205 and 7-12-4206 of the Act, or if refunding bonds are issued and the outstanding principal amount of the Series 2019 Bonds is decreased or increased, the City will reduce or increase, respectively, the assessments levied in the District and then outstanding pro rata by the principal amount of such prepayment or the increment above or below the outstanding principal amount of the Series 2019 Bonds represented by the refunding bonds. The City and this Council, its officers and employees will reassess and re-levy such assessments, with the same effect as an original levy, in such reduced or increased amounts in accordance with the provisions of Sections 7-12-4176 through 7-12-4178 of the Act.

4.05. Absence of Litigation. There is now no litigation pending or, to the best knowledge of the City, threatened questioning the validity or regularity of the creation of the

District, the contracts for construction of the Park Improvements or the undertaking and agreement of the City to levy special assessments therefor and to make good any deficiency in the collection thereof through the levy of taxes for and the making of advances from the Revolving Fund, or the right and power of the City to issue the Series 2019 Bonds or in any manner questioning the existence of any condition precedent to the exercise of the City's powers in these matters. If any such litigation should be initiated or threatened, the City will forthwith notify in writing the Purchaser, and will furnish the Purchaser a copy of all documents, including pleadings, in connection with such litigation.

4.06. Waiver of Penalty and Interest. The City covenants not to waive the payment of penalty or interest on delinquent assessments levied for costs of the Park Improvements, unless the City determines, by resolution of the Council, that such waiver is in the best interest of the owners of the outstanding Series 2019 Bonds.

Section 5. Tax Matters.

5.01. Use of Improvements. The Park Improvements will be owned and operated by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Park Improvements or security for the payment of the Series 2019 Bonds which might cause the Series 2019 Bonds to be considered "private activity bonds" or "private loan bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code").

5.02. General Covenant. The City covenants and agrees with the owners from time to time of the Series 2019 Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2019 Bonds 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 interest on the Series 2019 Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

5.03. Arbitrage Certification. The Mayor, the City Finance Director and the City Clerk, being the officers of the City charged with the responsibility for issuing the Series 2019 Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser 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 issue and delivery of the Series 2019 Bonds, it is reasonably expected that the proceeds of the Series 2019 Bonds will be used in a manner that would not cause the Series 2019 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

5.04. Arbitrage Rebate. The City acknowledges that the Series 2019 Bonds are 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 Treasury Regulations to preserve the exclusion of interest on the Series 2019 Bonds from gross income for federal

income tax purposes, unless the Series 2019 Bonds qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Series 2019 Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor, the City Finance 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.

5.05. Information Reporting. The City shall file with the Secretary of the Treasury, not later than November 15, 2019, a statement concerning the Series 2019 Bonds containing the information required by Section 149(e) of the Code.

Section 6. Authentication of Transcript. The officers of the City are hereby authorized and directed to furnish to the Purchaser and to Bond Counsel certified copies of all proceedings relating to the issuance of the Series 2019 Bonds and such other certificates and affidavits as may be required to show the right, power and authority of the City to issue the Series 2019 Bonds, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the City as to the truth of the statements purported to be shown thereby.

Section 7. Defeasance.

7.01. General. When the liability of the City on all Series 2019 Bonds issued under and secured by this Resolution has been discharged as provided in this Section 7, all pledges, covenants and other rights granted by this Resolution to the owners of the Series 2019 Bonds shall cease.

7.02. Payment. The City may discharge its liability with reference to any Series 2019 Bond or installment of interest thereon which is due on any date by depositing with the Registrar on or before that date funds sufficient, or, if a City officer is the Registrar, mailing to the registered owner of such Series 2019 Bond a check or draft in a sum sufficient and providing proceeds available, for the payment thereof in full; or if any Series 2019 Bond or installment of interest thereon shall not be paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Registrar funds sufficient, or, if a City officer is the Registrar, by mailing to the registered owner thereof a check or draft in a sum sufficient and providing proceeds available, for the payment thereof in full with interest accrued to the date of such deposit or mailing.

7.03. Prepayment. The City may also discharge its obligations with respect to any Series 2019 Bonds called for redemption on any date when they are prepayable in accordance with their terms, by on or before that date depositing with the Registrar funds sufficient, or, if a City officer is the Registrar, mailing to the registered owner of such Series 2019 Bond a check or a draft in a sum sufficient and providing proceeds available, for the payment of the principal, interest and redemption premium, if any, which are then due; provided that notice of such redemption has been duly given as provided herein or irrevocably provided for.

7.04. Escrow. The City may also at any time discharge its liability in its entirety with reference to the Series 2019 Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal and interest to become due on all Series 2019 Bonds on or before maturity or, if any Series 2019 Bond has been duly called for redemption or notice of such redemption has been irrevocably provided for, on or before the designated redemption date.

7.05. Irrevocable Deposits. If an officer of the City is the Registrar, any deposit made under this Section 7 with the Registrar shall be irrevocable and held for the benefit of the owners of Series 2019 Bonds in respect of which such deposits have been made.

Section 8. Repeals and Effective Date.

8.01. Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Council that 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.

8.02. Effective Date. This Resolution shall take effect immediately upon its passage and adoption by this Council.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 24th day of June, 2019.

Mayor

Attest: _____
City Clerk

(SEAL)

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MONTANA
YELLOWSTONE COUNTY

CITY OF BILLINGS

SPECIAL IMPROVEMENT DISTRICT NO. 1404 BONDS, SERIES 2019

Interest at the rate per annum specified below,
payable on the 1st day of January and the 1st day of July
in each year, commencing January 1, 2020.

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
%	July 1, ____	July 11, 2019

No. _____ \$ _____ .00

REGISTERED OWNER: MONTANA MUNICIPAL COOPERATIVE

PRINCIPAL AMOUNT: AND NO/100 DOLLARS

FOR VALUE RECEIVED, the City of Billings, Montana (the "City"), will pay to the registered owner identified above, or registered assigns, on the maturity date specified above the principal amount specified above, solely from the revenues hereinafter specified, as authorized by Resolution No. ____, adopted June 24, 2019 (the "Resolution"), all subject to the provisions hereinafter described relating to the redemption of this Bond before maturity. This Bond bears interest at the rate per annum specified above from the date of original issue specified above, or from such later date to which interest hereon has been paid or duly provided for, until the maturity date specified above or an earlier date on which this Bond shall have been duly called for redemption by the City Finance Director. Interest on this Bond is payable semiannually on the 1st day of January and the 1st day of July in each year, commencing January 1, 2020, to the owner of record of this Bond appearing as such in the bond register as of the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Interest on and, upon presentation and surrender hereof at the principal office of the Registrar, the principal of this Bond shall be payable by check or draft drawn on the Registrar. The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest on this Bond shall be calculated on the basis of a 360 day year composed of twelve 30 day months. The City Finance Director shall initially serve as Registrar for this Bond.

This Bond is one of an issue in the aggregate principal amount of \$652,000 (the "Series 2019 Bonds"), all of like date of original issue and tenor, except as to serial number, denomination, date, interest rate, maturity date and redemption rights. The Series 2019 Bonds

are issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the "Act"), and ordinances and resolutions duly adopted by the governing body of the City, including the Resolution, to finance a portion of the costs and expenses of making certain local improvements (the "Park Improvements") for the special benefit of properties located in Special Improvement District No. 1404 (the "District"), to fund a deposit to the Special Improvement District Revolving Fund (the "Revolving Fund") and to pay costs of issuance of the Series 2019 Bonds. The Series 2019 Bonds are issuable only as fully registered bonds of single maturities.

This Bond is payable from the collection of a special tax or assessment levied upon all assessable real property within the boundaries of the District benefited by the Park Improvements, in an aggregate principal amount not less than \$652,000, except as such amounts may be reduced or increased in accordance with provisions of Montana law. Such assessments constitute a lien against the property against which they are made and levied and are to be deposited into the 2019 Special Improvement District No. 1404 Fund of the City (the "District Fund"). The Series 2019 Bonds are not general obligations of the City.

The City has validly established the Revolving Fund to secure the payment of certain of its special improvement and sidewalk, curb, gutter and alley approach bonds and warrants, including the Series 2019 Bonds. The City has also agreed, to the extent permitted by the Act, to issue orders annually, or more often as necessary, authorizing loans or advances from the Revolving Fund to the District Fund, in amounts sufficient to make good any deficiency in the District Fund to pay principal of or interest on the Series 2019 Bonds, to the extent money is available in the Revolving Fund, and to provide funds for the Revolving Fund by annually levying such tax or making such loan from its general fund, subject to the limitation that no such tax levy or loan may in any year cause the balance in the Revolving Fund to exceed five percent of the principal amount of the City's then outstanding special improvement and sidewalk, curb, gutter and alley approach bonds and warrants secured thereby and subject to the durational limitations specified in the Act. While any property tax levy to be made by the City to provide funds for the Revolving Fund is subject to levy limits under current law, the City has agreed in the Resolution to levy property taxes to provide funds for the Revolving Fund to the extent described in this paragraph and, if necessary, to reduce other property tax levies correspondingly to meet applicable levy limits.

If on any interest payment date there will be a balance in the District Fund after payment of the principal and interest due on all Series 2019 Bonds drawn against it, either from the prepayment of assessments or from the transfer of surplus money from the Construction Account to the Principal Account, the City Finance Director shall call for redemption on the interest payment date outstanding Series 2019 Bonds, or portions thereof, in an amount which, together with the interest thereon to the interest payment date, will equal the amount of such funds on deposit in the District Fund on that date. The redemption price shall equal the principal amount of the Series 2019 Bonds to be redeemed plus interest accrued to the date of redemption.

The Series 2019 Bonds with stated maturities in the years 2020 through 2022 are not subject to optional redemption. The Series 2019 Bonds with stated maturities on or after July 1, 2023 will be subject to redemption on July 1, 2022, and any date thereafter, at the option of the

City, in whole or in part, from sources of funds available therefor (other than those described in Section 2.05(a) of the Resolution), at a redemption price equal to the principal amount thereof to be redeemed plus interest accrued to the redemption date, without premium.

If less than all of the Series 2019 Bonds are to be redeemed, Series 2019 Bonds shall be redeemed in order of the stated maturities thereof. If less than all Series 2019 Bonds of a stated maturity are to be redeemed, the Series 2019 Bonds of such maturity shall be selected for redemption in \$5,000 principal amounts selected by the Registrar by lot or other manner it deems fair; provided that if the redemption of less than all Series 2019 Bonds of a stated maturity will result in less than \$5,000 principal amount of such Series 2019 Bonds outstanding, such Series 2019 Bonds shall be redeemed in whole only. The date of redemption and the principal amount of the Series 2019 Bonds to be redeemed shall be fixed by the City Finance Director, who shall give notice thereof, by first class mail, postage prepaid, to the owner or owners of such Series 2019 Bonds at their addresses appearing on the bond register, of the numbers of the Series 2019 Bonds or portions thereof to be redeemed and the date on which payment will be made, which date shall be not less than 30 days after the date of mailing notice. On the date so fixed, interest on the Series 2019 Bonds or portions thereof so redeemed shall cease to accrue.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by his or her attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his or her attorney; and may also be surrendered in exchange for Series 2019 Bonds of other authorized denominations. Upon such transfer or exchange, the City will cause a new Series 2019 Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all things required to be done precedent to the issuance of this Bond have been properly done, happened and been performed in the manner prescribed by the laws of the State of Montana and the resolutions and ordinances of the City of Billings, Montana, relating to the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Billings, Montana, by its City Council, has caused this Bond to be executed by the facsimile signatures of the Mayor, the City Finance Director and the City Clerk, and by a printed facsimile of the official seal of the City.

CITY OF BILLINGS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Seal)

(Facsimile Signature)
CITY FINANCE DIRECTOR

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

This Bond is delivered pursuant to the Resolution mentioned herein.

CITY OF BILLINGS, MONTANA,
as Registrar, Transfer Agent, and
Paying Agent

By _____
City Finance Director

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common	UTMA.....Custodian..... (Cust) (Minor)
TEN ENT — as tenants by the entireties	
JT TEN — as joint tenants with right of survivorship and not as tenants in common	under Uniform Transfers to Minors Act (State)

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

/ _____/

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

SIGNATURE GUARANTEED

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Resolution to Close Special Improvement Bond Debt Funds to the SID Revolving Fund

PRESENTED BY: Andy Zoeller, Finance Director

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

State law (MCA 7-12-4222) requires Council action to close Special Improvement District (SID) and Sidewalk debt service funds once the debt has been satisfied. Upon completion of the bond obligations, any excess cash balances are transferred to the Revolving Fund. The following SID fund will be closed into the SID Revolving Fund:

- Special Improvement District 1360

ALTERNATIVES ANALYZED

There are no viable alternatives to approving the resolution since State law (MCA 7-12-4222) requires this action.

FINANCIAL IMPACT

Per State law, \$42,686.94 will be transferred to the SID Revolving Fund.

RECOMMENDATION

Staff recommends that the City Council approve the resolution authorizing the closure of Special Improvement District Fund.

APPROVED BY CITY ADMINISTRATOR

Attachments

resolution

list

RESOLUTION _____

A RESOLUTION TO CLOSE THE SPECIAL IMPROVEMENT DISTRICT DEBT FUNDS AND SIDEWALK SPECIAL ASSESSMENT DEBT FUNDS TO THE SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND PURSUANT TO M.C.A. 7-12-4222.

WHEREAS, the Special Improvement District Bond Debt Obligation and the Sidewalk Special Assessment Debt Obligation has been paid in full and excess/deficit balances remain, and

WHEREAS, state law requires that Special Improvement/Sidewalk Debt Funds be closed to the SID Revolving Fund and the City Council has the authority to close these funds after all debt has been satisfied.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

That the Special Improvement/Sidewalk Funds be closed per Attachment A to the SID Revolving Fund effective June 24, 2019:

PASSED AND APPROVED by the City Council, this 24th day of June 2019.

THE CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

ATTACHMENT A

SID 1360 2003 NON-Pooled SID Series - Located at Gabel Rd & S. 29th St.

PROJECT NUMBER	ISSUE DATE	ISSUE AMOUNT	CASH
1360	2003	<u>8,053,000.00</u>	<u>42,686.94</u>
TOTALS		8,053,000.00	42,686.94

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Western Sky Subdivision, 2nd Amended - Preliminary Minor Plat

PRESENTED BY: Monica Plecker

Department: Planning & Community Services

Presentation: No

PROBLEM/ISSUE STATEMENT

On February 1, 2018, Sanderson Stewart for Mont Vista, LLC, applied for preliminary minor plat approval for Western Sky Subdivision, 2nd Amended. The proposed subdivision would create 5 lots. The subject property is generally located on the southeast corner of the intersection of South 48th Street West and King Avenue West. The property is zoned Planned Development (PD), the property is used as farmland at this time. The new lots will be created for new commercial and residential construction. The applicant requested delays to the preliminary plat submittal in order to address concerns raised by staff including Engineering and Parks about the Traffic Impact Study (TIS), stormwater management and parkland. Additional concerns were related to access along King Avenue West. Now that these concerns have been adequately addressed, the preliminary plat is now coming before the City Council for preliminary approval.

ALTERNATIVES ANALYZED

In accordance with state law, the City Council has 35 working days to act upon this minor preliminary plat. The 35 working day review period for the proposed plat because of requested delays ends on July 5, 2019. State and City subdivision regulations also require preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

VARIANCE REQUESTED

A variance from Section 23-406 - Streets and Roads (6), City of Billings Subdivision Regulations has been requested. Dead-end Roads. The maximum allowable length of dead-end road is six hundred (600) feet.

Staff is recommending approval of the variance request. Further explanation and analysis can be found in Attachment A.

PROCEDURAL HISTORY

- Pre-application meeting on January 18, 2018 to discuss the proposal.
- Preliminary plat application submitted to the Planning Division on February 1, 2018.
- A departmental review comments were returned on February 15, 2018.
- Applicant requested an extended delay on the proposed plat to mitigate issues raised by

MDT, City Engineering regarding the Traffic Impact Study, access and infrastructure. Resubmittal occurred June 3, 2019.

- City Council will consider the preliminary plat on June 24, 2019.
- The 35 working-day preliminary plat review period originally ended March 22, 2018, with the requested extended delay the review period ends July 5, 2019.

PLAT INFORMATION

General location: Southeast corner of the intersection of South 48th Street West and King Avenue West
Legal Description: Western Sky Subdivision, Lots 3 and 4, Block 1
Owner/Subdivider: Mont Vista, LLC
Engineer and Surveyor: Sanderson Stewart
Existing Zoning: PD
Existing land use: Farmland
Proposed land use: Residential and commercial
Gross and Net area: 65.19 acres; 62.34 acres
Proposed number of lots: 5
Lot size: Max: 31.1 acres Min: 3.1 acres
Parkland requirements: This subdivision is providing a cash in lieu contribution for parkland based on the residential zoning within the PD.

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however nearby property owners may attend the City Council meeting. The Planning Division has received no public comments or questions regarding the proposed subdivision.

FINANCIAL IMPACT

Approval of this subdivision does not have a direct impact fiscal impact to the Planning Division's budget.

RECOMMENDATION

Staff is forwarding a recommendation of conditional approval of the preliminary plat of Western Sky Subdivision, 2nd Amended to the City Council, adoption of the Findings of Fact as presented in the staff report and approval of the variance request.

PROPOSED CONDITIONS OF APPROVAL

Staff recommends the following conditions of approval:

1. To protect the public health and safety and ensure all infrastructure is installed correctly, prior to final plat approval the applicant will have all plans for water, sewer and storm management reviewed and approved by the City of Billings Engineering Division and the MDEQ.
2. To ensure the provision of easements for utilities, prior to final plat approval the subdivider shall provide utility easements on the final plat for proposed water and sewer line as well as those requested by the private utility companies.
3. To protect public health and safety and to ensure correct construction of roads, prior to final plat approval the applicant will submit all drawings for road construction to the City of Billings Engineering Division for review and approval prior to construction.

4. To minimize the effects on local services, prior to final plat approval the subdivider will provide a letter from the United States Postal Service acknowledging its agreement with the placement of mail delivery facilities in the subdivision.
5. To ensure the construction of trails in the subdivision, prior to final plat approval the applicant will show easements on the final plat indicating where the trails will be placed and in the SIA under the heading F. Billings Area Bikeway and Trail Master Plan, the lots that will have the trails in them will be called out - Lots 1, 4 and 5.
6. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
7. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

APPROVED BY CITY ADMINISTRATOR

Attachments

Findings of Fact
Proposed Plat
Draft SIA
Attachment A
Mayor's Letter

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Western Sky Subdivision, 2nd Amended. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3)(a) and BMCC 23-303(H)(1)]

1. Effect on agriculture and agricultural water user facilities

The subject property is currently used for agricultural purposes. The 48th Street Drain that is along the western edge of the proposed subdivision will be rebuilt with this subdivision as the subdivision develops as outline in the SIA. The Hogan Slough runs along the southern end of the proposed subdivision. As the subdivision develops, the Hogan Slough will require additional capacity and that will be done as outlined in the SIA. All perimeter ditches and drains shall remain in place by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities but it will take land out of agricultural production.

2. Effect on local services

- a. **Utilities** – Water service for the proposed lots will be provided by the City of Billings. The City of Billings has extended water mains down King Avenue West. The developer will connect to that water main with a public main in South 46th Street West and will provide water service to lots within the proposed subdivision, future extension of those water lines will be the responsibility of future development. The developer will pay any fees associated with connection to the water main in King Avenue West and will be responsible for the extension of water mains from South 46th Street West to South 48th Street West. When the new lots develop any applicable fees will be paid at that time and the lot developer will extend water lines into the lots for individual connections to buildings. Water mains will be installed in South 48th Street West as lots develop along that street. All water line installation shall meet City of Billings Public Works Department and Montana DEQ standards, rules, and regulations. **(Condition #1)**

Sewer services are to be provided by the City of Billings. The City of Billings has extended sewer mains down King Avenue West to South 46th Street West. The developer will connect to the sewer main with a public main in South 46th Street West and will provide sewer service to lots within the proposed subdivision, future extension of those sewer lines will be the responsibility of future development. The developer will pay any fees associated with connection to the sewer main in King Avenue West. When the new lots develop any applicable fees will be paid at that time and the lot developer will extend sewer lines into the lots for individual connections to buildings. All sewer line installation shall meet City of Billings Public Works Department and Montana DEQ standards, rules, and regulations. **(Condition #1)**

Private utilities such as electric and gas are available to the lots upon development. To ensure the proper utility easements are provided, it is recommended that the developer consult with the private utility companies and place the requested easements on the final plat. **(Condition #2)**

- b. **Storm water** – Storm drainage shall be provided by a combination of surface drainage, curb and gutters, and storm drain piping. All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the *Stormwater Management Manual* in place at the time of development. Part of the construction of South 48th Street West will include the reconstruction of the ditch along the east side of South 48th Street West to allow it to handle more storm water runoff from the new subdivision as it develops. Along the southern border of the proposed subdivision is Hogan’s Slough. As part of the stormwater management of the subdivision, they will be allowed to drain directly into the drain from the subdivision, with the use of on-site stormwater quality mitigation measures. The developer shall reconstruct these drains, 48th Street Drain and Hogan’s Slough, to the standards provided by the City of Billings Engineering Division. A complete stormwater management plan shall be submitted to the City Engineering Division and Montana Department of Environmental Quality for review and approval at the time of development. **(Condition #1)**
- c. **Solid waste** - The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- d. **Streets** – The applicant will be installing an access off King Avenue West at what will be South 46th Street West; this proposed access location has been approved by MDOT. It will provide access from King Avenue West for this subdivision and future subdivision to the east. It will also line up with a proposed access that comes out of the subdivision to the north, across King Avenue West. The applicant will be building two roads at this time within the proposed subdivision, South 46th Street West and Crescent Drive. Construction specifications for South 46th Street West connection to King Avenue West be submitted to and approved by MDT prior to construction. Both South 46th Street West and Crescent Drive proposed streets within the subdivision must be submitted to and approved by the City of Billings Engineering Division prior to construction. **(Condition #3)** The applicant is also proposing a 3/4–turn approach off King Avenue West at what would be approximately South 47th Street West location. This access must be approved by MDOT before it can be constructed. There are proposed access points along South 48th Street West shown on the plat, these points have been included in the traffic study and will be built as development takes place on the lots along South 48th Street West. A traffic study was submitted with this proposed subdivision and a review of the traffic study has been completed by City Engineering. The applicant has included proportional cost share of impacts to surrounding road intersections and roads affected by the proposed development and will make any necessary contributions as outlined in the SIA.
- e. **Emergency services** - The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The Fire Station serving this area is

located at 1501 54th Street West (Station #7). All required fire hydrants will be installed in the subdivision for the use of fire suppression as outlined by the City of Billings Fire Department. The subdivision is located within the ambulance service area of American Medical Response.

- f. **Schools** – This subdivision is within Elder Grove School district for Elementary and Middle School with West serving High School students. Staff did not receive any comment from Elder Grove School about the proposed subdivision. Elder Grove has plans to expand by building a new middle school and that will increase capacity for them. School District #2 responded that West High School is over capacity at this time. The maximum enrollment capacity is 1,731 students; they are currently at 1,812 students.
- g. **Parks and Recreation** – No parkland dedication is proposed for this subdivision as it is a minor subdivision. In the SIA under the heading VII Park/Open Space that applicant will be making a cash in lieu contribution for parkland based on the residential zoning within the PD.
- h. **Mail Delivery** - The United States Postal Service has requested a centralized delivery box for the entire subdivision on 46th and Crescent Drive. The applicant will coordinate the location of the centralized delivery box with the USPS. **(Condition #4)**

3. Effect on the natural environment

The proposed subdivision should have only minor effects on the natural environment. There will be short term air and noise pollution associated with construction on the property. Storm water shall be managed in compliance with an approved plan and the property is outside of the flood plain. New development on the property will need to prepare and submit a project-specific geotechnical analysis to minimize any potential impacts from soil and groundwater conditions.

4. Effect on wildlife and wildlife habitat

The proposed subdivision should not affect wildlife or habitat. There are no known endangered or threatened species on the property.

5. Effect on the public health, safety and welfare

The subdivision should not negatively affect public health or safety. The subject property is not within a mapped floodway or flood zone. A geotechnical survey will be required prior to construction to ensure appropriate foundation designs are installed based on the subsurface conditions. There are no obvious threats to public health, safety or welfare.

B. Was an Environmental Assessment required? [MCA 76-3-616 and BMCC 23-901]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA and 23-901, BMCC.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy Update, the 2018 Billings Urban Area Long Range Transportation Plan, and the Billings Area Bikeway and Trails Master Plan? [BMCC 23-303(H)(3)]

1. City of Billings 2016 Growth Policy

The proposed subdivision is consistent with the following goals of the Growth Policy:

- a. **Home Base (healthy, safe and diverse housing options):** A mix of housing types that meet the needs of a diverse population is important (p. 8).
- b. **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels. (p.8).
- c. **Prosperity (promoting equal opportunity and economic advancement)** A diversity of available jobs can ensure a strong Billings' economy. (p.9)

2. 2018 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2014 Transportation Plan and preserves the street network and street hierarchy specified within the plan.

3. Billings Area Bikeway and Trail Master Plan (BABTMP)

The Billings Area Bikeway and Trail Master Plan covers this area. There is a future trail alignment shown along the northern edge of the Hogan Slough, a proposed long-range Bike Lane on South 48th Street West and a Proposed Short-Range Bike Lane along King Avenue West. The plat currently does not show those proposed easement. The bike/pedestrian trail easements need to be shown along the Hogan Slough and South 48th Street West so there is no confusion in the future where they are to be placed. In the SIA under the heading F. Billings Area Bikeway and Trail Master Plan the applicant has indicated the trail along the Hogan Slough and South 48th Street West shall be constructed at the time of lot development. Those lots would be Lots 1, 4 and 5. **(Condition #5)** No on street bike trail improvements will be required with this subdivision to meet the Trail Plan recommendations, only the onsite bike trails along the east side of the 48th Street Drain and the north side of the Hogan's Slough will be built with this subdivision.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608(3)(b), BMCC 23-303(H)(2)]

The proposed subdivision, with the proposed conditions, satisfies the requirements of the Montana Subdivision and Platting Act and conforms to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-303(H)(2)(e)]

The subject property is located in PD zoning which include underlying zoning of Community Commercial, Neighborhood Commercial, Residential Multi-family and Residential Manufactured Home. All development shall comply with the standards set forth in Section 27-

308 and 309, BMCC. Final zoning compliance will be determined at the time of the building permit.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608(3)(c) and BMCC 23-303(H)(2)(b)]

The plat provides easements for utilities within the proposed subdivision. It is recommended that the developer work with NWE and MDU and show the needed easements on the final plat.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608(3)(d) and BMCC 23-303(H)(2)(c)]

Access to the subdivision will be from accesses off of King Avenue West and South 48th Street West. The access from King Avenue West must be approved by Montana Department of Transportation. The proposed access from South 48th Street West will be reviewed and approved by the City of Billings Engineering.

CONCLUSIONS OF FINDING OF FACT

- The preliminary plat for Western Sky Subdivision, 2nd Amended, does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2016 Growth Policy, and does not conflict with the 2018 Transportation Plan or the Bikeway and Trail Master Plan.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, June 24, 2019

William A. Cole, Mayor

PRELIMINARY PLAT OF WESTERN SKY SUBDIVISION, 2ND AMENDED

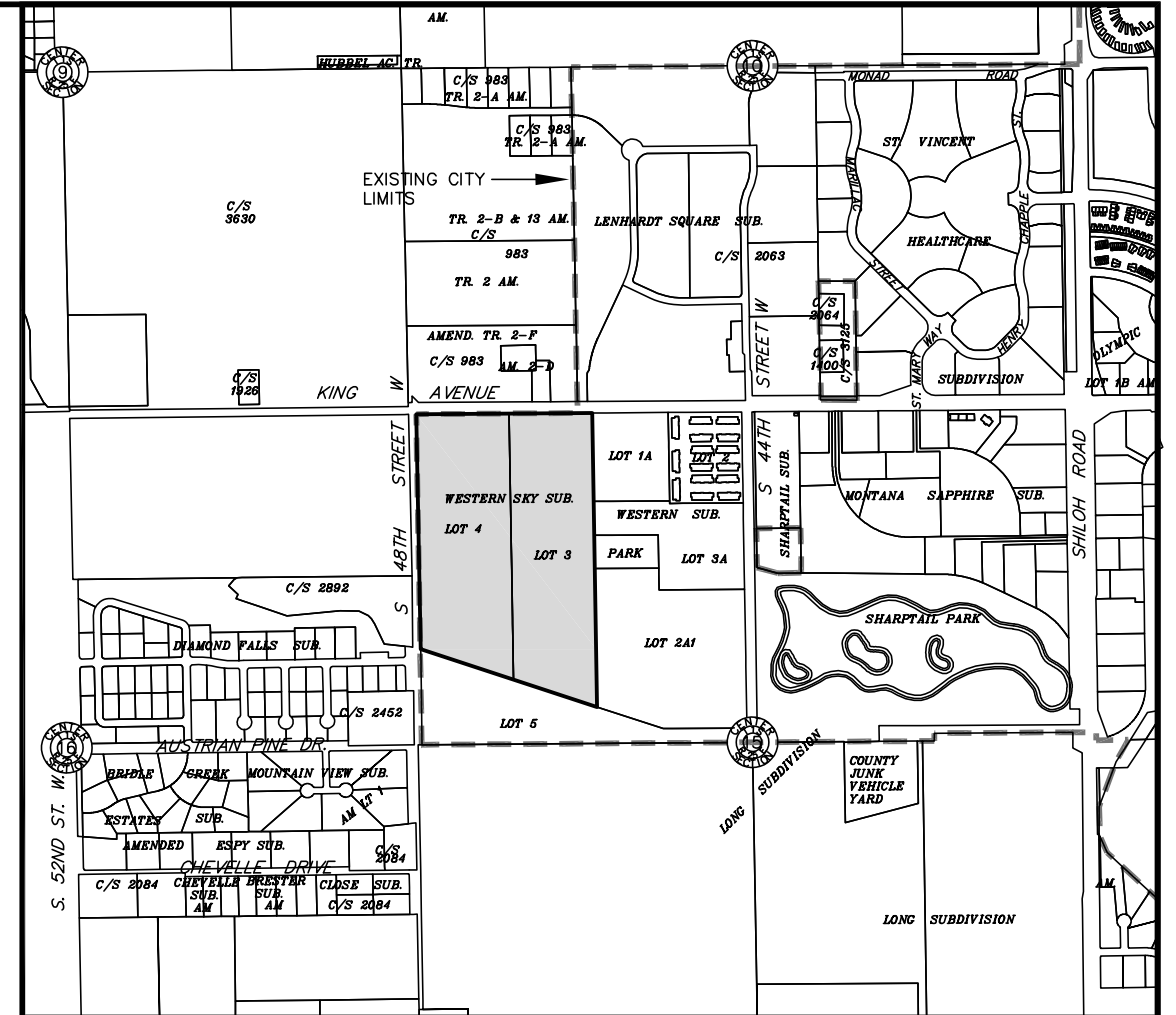
BEING LOTS 3 & 4, BLOCK 1, WESTERN SKY SUBDIVISION
SITUATED IN THE NW1/4 OF SECTION 15, T. 1 S., R. 25 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : MONT VISTA, LLC

MAY, 2019

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP
NOT TO SCALE

ZONING DATA

COMMUNITY COMMERCIAL	= ±8.5 ACRES
NEIGHBORHOOD COMMERCIAL	= ±9.2 ACRES
RESIDENTIAL MULTI-FAMILY	= ±15.2 ACRES
RESIDENTIAL / RMH	= ±31.1 ACRES

NOTE: FIRE HYDRANTS SHALL BE SPACED A MAXIMUM OF THREE HUNDRED FEET ON KING AVENUE WEST, SOUTH 48TH STREET WEST & SOUTH 46TH STREET WEST.



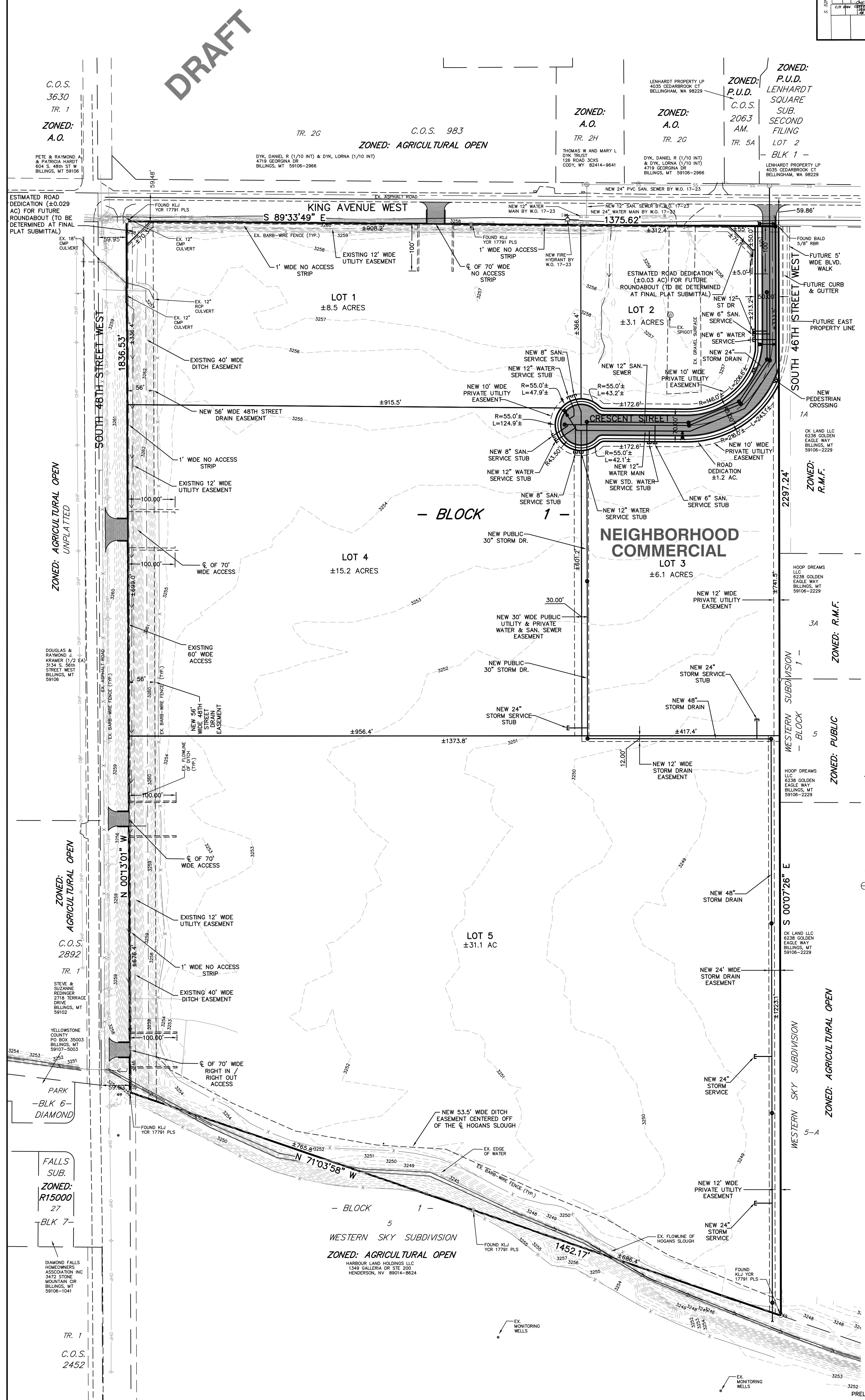
SCALE: 1" = 100'

PLAT DATA

GROSS AREA	= 65.19 ACRES
NET AREA	= ±63.93 ACRES
NUMBER OF LOTS	= 5
MINIMUM LOT SIZE	= ±3.1 AC
MAXIMUM LOT SIZE	= ±31.1 AC
LINEAL FEET OF STREETS	= ±801 LF
PARKLAND REQUIREMENT	= (SEE S.I.A.)
PARKLAND DEDICATION	= CASH-IN-LIEU
EXISTING ZONING	= PLANNED UNIT DEVELOPMENT
SURROUNDING ZONING:	
NORTH	= AG.OPEN & P.U.D.
SOUTH	= PUBLIC & R-7000
EAST	= PUBLIC, R-7000, & R.M.F.
WEST	= AG.OPEN & R-15000
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= COMMERCIAL/RESIDENTIAL DEVELOPMENT

LEGEND

⊗	WATER VALVE	— 3157	EXISTING CONTOURS
⊙	FIRE HYDRANT	— W	WATER
⊕	CURB STOP	— SS	SANITARY SEWER
⊖	EX. WELL	— SD	STORM DRAIN
⊗	SANITARY SEWER MANHOLE	— T	TELEPHONE
⊙	STORM DRAIN MANHOLE	— G	GAS
⊕	CATCH BASIN	— P	POWER
⊖	TELEPHONE PEDESTAL	— FO	FIBER OPTIC
⊗	FIBER OPTIC PEDESTAL	— OHP	OVERHEAD POWER LINE
⊙	POWER POLE	(TYP.)	TYPICAL
⊖	GUYWIRE	—	SIGN
⊗	TELEPHONE MANHOLE		
⊕	TV CABLE BOX		



DRAFT

DRAFT

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL
IMPROVEMENT DISTRICTS
WESTERN SKY SUBDIVISION, 2ND AMENDED**

This Agreement is made and entered into this ____ day of _____, 20____, by and between **MONT VISTA, LLC**, whose address for the purpose of this Agreement is 2680 Overland Avenue, Unit F, Billings, Montana 59102, hereinafter referred to as “Subdivider” or “Developer,” and the **CITY OF BILLINGS**, Montana, a municipal corporation, hereinafter referred to as “City.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on the ____ day of _____, 20____, the Board of Planning recommended conditional approval of a preliminary plat of Western Sky Subdivision, 2nd Amended; and

WHEREAS, at a regular meeting conducted on the ____ day of _____, 20____, the City Council conditionally approved a preliminary plat of Western Sky Subdivision, 2nd Amended; and

WHEREAS, a Subdivision Improvements Agreement (SIA) is required by the City prior to the approval of the final plat; and

WHEREAS, the provisions of this Agreement shall be effective and applicable to Western Sky Subdivision, 2nd Amended, (the “Subdivision”) upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana; and

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

- A.** The Subdivider has requested, and the City hereby grants, the following variance by the City Council from the strict interpretation of the City of Billings Subdivision Regulations:

The Subdivider request a variance for the length of the cul-de-sac for Crescent Street. The total distance from the property line at King Avenue West and South 46th Street West to the end of the cul-de-sac on Crescent Street is approximately 801 feet.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

- A.** Lot owners will be required to construct or cause to be constructed that segment of the required sidewalk that fronts their property at the time of lot development.
- B.** Lot owners should be aware that this subdivision is being built in close proximity to open agricultural areas and contains wildlife migratory routes. Consequently, owners are advised that wildlife indigenous to the prairies is found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens. Any impacts associated with wildlife and any damage arising therefrom is the responsibility of the lot owners.
- C.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction. A comprehensive geotechnical study was done at the time of this plat submittal. Lot owners are encouraged to review that document and obtain additional analysis as may be required.
- D.** There is attached hereto a Waiver, waiving the right to protest the creation of the special improvement district or districts that may be created by the City to finance the costs of the off-site public improvements pursuant to the terms of this Agreement. The Waiver will be filed with the plat, shall run with the land,

and may be employed when public improvements that benefit this subdivision are required or requested. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

- E. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains which are still in operation shall remain in place and shall not be altered by the Subdivider or subsequent owners.

III. TRANSPORTATION

A. Streets

All internal access roads and site improvements within the subdivision will be installed in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the Uniform Building Code, the *Stormwater Management Manual*, and other applicable City codes, rules, and regulations, unless otherwise stipulated below.

Subdivider and City agree that the required street improvements are as follows:

1. A Traffic Impact Study has been submitted to the Engineering Division for review and approval prior to final plat approval. Construction and/or financial contribution for improvements along King Avenue West and South 48th Street West, and within the subdivision, shall be in general accordance with that document and as specifically described herein.

King Avenue West is a Principal Arterial and requires a half right-of-way width of sixty feet.

South 48th Street West is an arterial and requires a half right-of-way width of sixty feet.

The proposed extension of South 46th Street West and Crescent Street will be classified as a Local Commercial/Residential Access by the City of Billings that shall accommodate multiple travel lane,

parking, and bike lane configurations which will be defined at time of design. The proposed street section shall be a minimum of forty-five feet back of curb to back of curb transitioning to a Local Residential Access which shall have two drive lanes and two parking lanes that shall have a minimum width of thirty-four feet back of curb to back of curb. The required minimum right-of-way shall be seventy-four feet for the commercial access and fifty-six feet for the proposed residential access.

All streets shall be built based off of centerline location with the exception of the future extension of South 46th Street West. The west right-of-way line shall be located fifty feet from the east property line and the west back of curb shall be located twenty-two and a half feet from the east property line of the subdivision. This shall allow for the installation of fully functioning surface improvements, including a thirty foot asphalt section without further contributions or participation from the adjacent landowner.

It is anticipated that the initial development of Western Sky Subdivision, 2nd Amended will commence at the intersection of South 46th Street West from King Avenue West. This initial development shall construct additional lane widening east and west of South 46th Street West in order to provide for a west bound left turn lane onto south bound South 46th Street West. These costs shall be born by the developer.

A portion of the public right-of-way surface improvements will need to be completed in King Avenue West in conjunction with the development of Lot 1, Block 1 and will require the construction of a raised median, widening and street lights at the location of the 3/4-turn access which is approximately located at South 47th Street West. These physical costs shall be borne by the developer. In addition, there may be a cash-in-lieu payment for future improvements based on one-half (1/2) of a commercial street section less a credit for existing surfacing plus the curb and gutter. Contribution shall be made prior to approval of site development for that lot.

No physical surface improvements to South 48th Street West are anticipated at this time. Instead, the Developer shall make a cash contribution to the City of Billings for future improvements in South

48th Street West. Said contribution shall be made at the time of development of Lot 1, Lot 4 and Lot 5, Block 1, Contribution shall be based on one-half (1/2) of the required surface improvements for a residential street section less a credit for existing surfacing plus the curb and gutter. Contribution shall be made prior to approval of site development for those lots. Any turn lane, street widening or intersection improvements necessary for individual lot development along South 48th Street West shall be at the expense of the developer.

The Traffic Impact Study is based on the premise that internal north/south traffic movements will be maintained. Future site development designs shall provide for this north/south traffic movement. If this movement is not desired, the Traffic Impact Study shall be amended, and the provisions determined therein applied to any updates or future development of the subdivision and the cost contributions included herein.

2. Intersection contributions are also identified within the Traffic Impact Study and noted herein. The costs for these intersection improvements shall be paid for at time of each lot development.

Based on the Traffic Impact Study and direction from the City of Billings, the following intersection contributions shall be paid at the time of initial lot development:

•	<u>Central Ave. and South 48th St. West (3.0%)</u>	<u>\$7,500.00</u>
	Total	\$7,500.00

Based on the platted area of each lot, the costs associated with and to be paid with each lot development is as follows:

•	Lot 1, Block 1	\$ 997.50
•	Lot 2, Block 1	\$ 363.35
•	Lot 3, Block 1	\$ 715.50
•	Lot 4, Block 1	\$ 1783.50
•	<u>Lot 5, Block 1</u>	<u>\$ 3640.15</u>
	Total	\$ 7,500.00

3. Developer acknowledges that future improvements to the intersection at King Avenue West and South 46th Street West shall include a roundabout or signalized intersection. Western Sky

Subdivision, 2nd Amended shall be responsible for one quarter of the costs of those improvements at the time of construction of those improvements. It is anticipated that the City will create a Special Improvement District (SID) for the installation of those improvements that contemplates the other three large development areas abutting this intersection being responsible for the other three quarters of the cost under the SID.

4. The Montana Department of Transportation controls the right-of-way for King Avenue West. Any access locations and improvement installation shall be subject to their review and approval.

B. Sidewalks

1. A five-foot-wide boulevard sidewalk shall be constructed along the frontage of King Avenue West at time of lot development fronting King Avenue West.
2. A ten-foot-wide multi-use trail shall be constructed along the east side of the Shiloh Drain as it lies along South 48th Street West at time of development along South 48th Street West.
3. A ten-foot-wide multi-use trail shall be constructed along the north side of the Hogan's Slough adjacent to the development at time of Lot 5, Block 1 development.
4. A five-foot-wide boulevard sidewalk shall be constructed along the west side of South 46th Street West at the time of road development of South 46th Street West.
5. On-site pedestrian facilities shall be provided throughout the Subdivision, as necessary. Pedestrian facilities throughout the subdivision shall be five to eight feet in width and be constructed of concrete or asphalt. The cost of all pedestrian facilities within the development shall be borne by the lot owner and shall be completed at the time of lot development.

C. Street Lighting

Street lighting along external streets as well as commercial internal rights-of-ways shall be installed at time of right-of-way improvement as part of

the project development. Installation shall be as approved by the City of Billings and/or the Montana Department of Transportation.

In conjunction with the installation of the first street lights within or adjacent to this subdivision, a Street Light Improvement Maintenance District (SLIMD) shall be created for the entire subdivision. As additional street lighting is completed as required within this SIA, the assessment under the SLIMD will be adjusted to reflect the then current costs to operate and maintain such improvements.

D. Traffic Control Devices

1. Traffic signals, signage, and striping shall be installed in accordance with the Traffic Impact Study. The timing, extent and level of participation in those improvements shall be in accordance with approval by the City of Billings. Work within the King Avenue West right-of-way shall also be in accordance with the Montana Department of Transportation regulations.
2. Directional signage and traffic control devices required throughout the subdivision shall be installed by Subdivider at time of lot development. All traffic control devices will be designed in accordance with the Manual on Uniform Traffic Control Devices and shall be subject to review and approval by the City Traffic Engineer.

E. Access

1. Location of accesses shall be in accordance with the Traffic Impact Study. Access to the site shall include a new full access from King Avenue West at South 46th Street West, a 3/4-turn approach from King Avenue West at approximately South 47th Street West, a new 3/4 -turn access from South 48th Street West approximately 650 feet south of King Avenue West, new full access approximately 1,320 feet south of King Avenue West from South 48th Street West, and a right-in/right out access from South 48th Street West at the south end of the property.
2. The City and Subdivider agree that access and placement of public and private utilities shall be provided between lots to provide interconnectivity where appropriate. Access and placement of public and private utilities provided between subdivision lots shall

be in accordance with a Reciprocal Easement Agreement to be filed with the final plat or in accordance with specific easements as may be noted on the plat. Note that during the site development review process for individual lots within the subdivision, such as Lot 1, Block 1, it may be necessary to further consider public dedication of certain surface access ways. Such dedication will be considered on a case by case basis concurrent with the individual site development reviews.

F. Billings Area Bikeway and Trail Master Plan (BABTMP)

The subdivision is included in the Billings Area Bikeway and Trail Master Plan. Improvements identified in that plan shall be made at time of lot development. The Subdivider shall construct a ten-foot wide multi-use trail along South 48th Street West and in conjunction with the reconstruction of the Shiloh Drain and along the reconstruction of the Hogan's Slough.

G. Public Transit

Strong internal street circulation and interconnectivity is provided in the development plan for Western Sky Subdivision, 2nd Amended. This will, in turn, provide sidewalks for pedestrians to access public transit routes. No other specific public transit provisions are proposed at this time.

IV. EMERGENCY SERVICES

Access is provided to this subdivision from King Avenue West, South 46th Street West, Crescent Street and South 48th Street West. In addition, fire hydrants will be installed at the required locations as reviewed and approved by the City of Billings Fire Department. This shall include fire hydrants spaced at a distance no greater than three hundred feet along the frontages of King Avenue West, future southerly access at South 46th Street West and South 48th Street West at the time of construction of those right-of-way improvements. At the time of development of each lot within the subdivision, a Site Development Plan shall be submitted to the City of Billings Fire Department in sufficient detail to verify compliance with all required emergency ingress, egress and circulation requirements.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrants in place to allow for fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus

access roads and water supply requirements shall be provided in accordance with the International Fire Code as Adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-feet-wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC and shall be in accordance with the stormwater management plan to be submitted to and accepted by the Engineering Division. All storm drainage improvements not located within a publicly dedicated right-of-way or easement shall be considered a private installation and shall be operated and maintained under a private party agreement. That portion of storm drain to be extended from the southerly end of South 46th Street West and Crescent Street along and within the public right-of-way or storm drain easement south to the Hogan's Slough shall be considered a public installation and shall be operated and maintained by the City of Billings.

Stormwater on site will be conveyed to the collection system via surface flows on the street and parking lots and through a network of catch basins, inlets, and piping which will convey runoff to the Shiloh Drain along South 48th Street West (the South 48th Street West Drain) and Hogan's Slough along the south boundary of the project site. Discharges directly tied to these drains shall be terminated with an acceptable back flow prevention device to prevent large storm events flowing in the South 48th Street West Drain and Hogan's Slough Drain from back-flowing into the storm drain lines that service the subdivision.

The developer shall reconstruct the portion of Hogan's Slough that runs along the south lot line of Lot 5, Block 1 in order to accommodate the difference between the pre-development and the post-development rates of runoff. The amount of this capacity increase will be determined at the time of lot development and shall be in

accordance with the storm drain report submitted to and accepted by the City Engineer's Office.

In consideration of the capacity increase of the Hogan's Slough, the City of Billings shall allow the developer to directly discharge the site's stormwater (with the use of on-site stormwater quality mitigation measures) to the South 48th Street West Drain and Hogan's Slough. In addition, the developer shall make a \$303,000.00 cash contribution, proportioned and based upon individual lot sizes being developed, to the City of Billings for construction of facilities in the City of Billings' Shiloh Conservation Area. Those facilities will then be constructed by the City of Billings in a location and at a time found to be appropriate to the City. This dollar amount is calculated based on the overall subdivision stormwater detention required as shown in the Subdivision Stormwater Report prepared and submitted with this subdivision plat which has been determined to be 447,000 cubic feet and a cost of \$0.6779 per cubic foot for stormwater detention construction as provided by the City of Billings.

Based on those calculations and the platted area of each lot, the costs associated with and to be paid with each lot development for the detention basin cash-in-lieu is as follows:

• Lot 1, Block 1	\$ 30,590.77
• Lot 2, Block 1	\$ 16,965.82
• Lot 3, Block 1	\$ 31,896.43
• Lot 4, Block 1	\$ 74,425.06
• <u>Lot 5, Block 1</u>	<u>\$ 149,121.92</u>
Total	\$ 303,000.00

VI. UTILITIES

This Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department - Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Subdivider acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time a building permit is issued for new construction.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

Only water and sewer installations within dedicated public rights-of-way shall be considered public. All other extensions of water and sewer mains and services shall be considered private installations and shall be operated and maintained under separate private party agreements.

A. Water

The City of Billings has extended a water main in a portion of King Avenue West fronting the subdivision. The developer shall extend a water main from that public main at South 46th Street West to the south and to the west on Crescent Street that will provide water services to each of the subdivision lots. Extension of the water service from the property line to the building within the lot will occur at the time of private development by the developer.

The Developer shall make a cash contribution to the City of Billings for future water main improvements in South 48th Street West. Said contribution shall be made at the time of development of Lot 1, Lot 4 and Lot 5, Block 1, Contributions shall be based on one-half (1/2) of the cost of a 12-inch water main. Contribution shall be made prior to approval of site development for those lots.

The water main will need to be completed in King Avenue West to the intersection of South 48th Street West in conjunction with the development of Lot 1, Block 1. These physical costs shall be borne by the developer and completed at the time of development.

B. Sanitary Sewer

The City of Billings has extended a sanitary sewer main in a portion of King Avenue West fronting the subdivision. The developer shall extend a sanitary sewer main from that public main at South 46th Street West to the south and to the west on Crescent Street that will provide sanitary services to each of the subdivision lots. Extension of the sewer service from the property line to the building within the lot will occur at the time of private development by the developer.

No construction or contribution to a sanitary sewer main in South 48th Street West will be needed at this time. Developer acknowledges that a future sanitary sewer main may be installed in South 48th Street West. Western Sky Subdivision, 2nd Amended shall be responsible for its pro rata share of the costs of that improvement at the time of construction of that improvement. It is anticipated that the City will create a Special Improvement District (SID) for the installation of that improvement that contemplates cost contributions from the other three development areas abutting this improvement being responsible for their share of the cost under the SID.

C. WO 17-23 (King Avenue West Improvements)

The Developer shall make a cash contribution to the Public Works Department for that portion of the public water and sanitary sewer mains that were installed in King Avenue West from the east property line of Western Sky Subdivision, 2nd Amended to the west end of WO 17-23. The cash contribution shall be based on the actual cost of installation of the improvements that front Western Sky Subdivision, 2nd Amended, less oversizing costs that shall be borne by the City. The cost for these improvements is \$346,082.12 and shall be due prior to the filing of the final plat or the issuance of any building permits for the subdivision.

The remainder of the water and sewer improvements in King Avenue West that front Western Sky Subdivision, 2nd Amended shall be installed at the expense of the Developer at the time of development of Lot 1, Block 1. The Developer shall be responsible for all costs associated with these improvements, less an oversizing contribution from the City of Billings that shall be in accordance with the City's oversizing policy in place at the time of construction.

The developer may enter into a reimbursement agreement to recover half of all water and sewer utility costs along their frontage when the properties to the north develop.

D. Power, Telephone, Gas, and Cable Television

Private utilities shall be coordinated prior to construction to serve the Subdivision. Said utilities will serve each lot in private utility easements at locations shown on the face of the plat.

VII. PARKS/OPEN SPACE

Park dedication will be made through a cash-in-lieu of contribution. Cash-in-lieu contribution is calculated on eleven percent of the net area of the residentially zoned parcels with a cost per acre of \$40,000.00 applied. Those parcels are Lot 4 and 5, Block 1. They have a combined net area of 46.4 acres which at \$40,000.00 indicates a total cash-in-lieu contribution of \$204,160.00. Lot 4, Block 1 has a contribution of \$67,320.00 and Lot 5, Block 1 has a contribution of \$136,840.00. Cash contribution to be made at time of development of said lot.

VIII. IRRIGATION

Irrigation ditches that are still operational and servicing this property or downstream properties shall be maintained until no longer needed. Easements for their locations shall be provided.

IX. POSTAL DELIVERY

The Subdivider shall provide centralized delivery boxes with sufficient pullout to accommodate a mail carrier vehicle. The location of the boxes shall be reviewed and approved by the United States Postal Service.

X. SOILS/GEOTECHNICAL STUDY

A soils/geotechnical study has been performed on the Subdivision. Additional soils/geotechnical investigation may be required for each lot at time of development. Lot owners are encouraged to review that document and obtain additional analysis as may be required.

XI. TIMING OF IMPROVEMENTS

It is anticipated that the initial development of Western Sky Subdivision, 2nd Amended will commence at the intersection of South 46th Street West from King Avenue West. This initial development shall construct additional lane widening east and west of South 46th Street West in order to provide for a west bound left turn lane onto south bound South 46th Street West.

The remainder of the public right-of-way improvements shall be completed in King Avenue West prior to the development of Lot 1, Block 1 and will require the construction of a raised median, widening and street lights at the location of the

3/4-turn access which is approximately located at South 47th Street West. There will be an additional cash-in-lieu contribution required for the remaining proportional share of the surface improvements along this frontage.

The Developer shall make a cash contribution to the City of Billings for future improvements in South 48th Street West. Said contribution shall be made at the time of development of Lot 1, Lot 4 and Lot 5, Block 1, contribution shall be based on one-half (1/2) of 12-inch water main and proportional right-of-way improvements. Contributions shall be made prior to approval of site development for those lots. No contribution shall be required for a sanitary sewer main at this time in South 48th Street West. If it is determined at some point in the future that sanitary sewer is required in South 48th Street West, the entirety of Western Sky Subdivision, 2nd Amended may be responsible for its proportional share of the costs of one-half of a 12-inch sanitary sewer at the time of construction of those improvements. It is anticipated that the City will create a Special Improvement District (SID) for the installation of that improvement.

All water and sewer improvements in King Avenue West and South 48th Street West and any others that abut adjacent development that is owned by others shall have a Reimbursement Agreement submitted for any costs incurred for the installation of water and sewer by the Developer in installation of or contribution to those water and sewer improvements.

XII. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct all required on-site improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by bond, letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XIII. LEGAL PROVISIONS

- A.** Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings. This guaranty shall not apply to any failure or defect caused by changes in design, construction or materials required by the City.

- B.** The owners of the properties involved in this proposed Subdivision, by signature subscribed herein below, agree, consent, and shall be bound by the provisions of this Agreement.
- C.** The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
- D.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, then the prevailing party shall be entitled to reasonable attorney fees and costs.
- E.** Any amendments or modifications 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 this Agreement.
- F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

“CITY”

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

Approved as to Form:

City Attorney

**WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS**

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

Western Sky Subdivision, 2nd Amended

Signed and dated this ___day of _____, 20___.

MONT VISTA, LLC

By: _____

Its: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 20___, before me, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person who executed the foregoing instrument as the _____ of MONT VISTA, LLC, and who acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

Attachment A

Staff Analysis and Recommendation

City staff have reviewed the request (See Request Letter included below this analysis) for a variance from Section 23-406 - Streets and Roads (6), City of Billings Subdivision Regulations has been requested. **Dead-end Roads.** The maximum allowable length of dead-end road is six hundred (600) feet. The applicant is asking for a variance from a maximum of a 600-foot dead end road to a maximum dead end length of 800 feet.

City Staff has reviewed this request and is recommending approval of this variance. City Fire Department feels this request is not a problem because they will be installing the required fire suppression systems as required by regulations. They are also providing a cul-de-sac end that is large enough to allow fire trucks to turn around. This will requested variance is allowable because they are providing all the needed requirements to still allow for a safe and functional road with all the needed safety measures in place.

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties. The granting of the variance would not be detrimental to public health, safety and general welfare to any other adjoining properties as the cul-de-sac is only within this proposed subdivision and does not cut off any surrounding property.

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced. There are no particular physical surroundings, shape or topographical condition of the land that would prevent the applicant from building a 600 foot dead end road but it would restrict the ability to have 3 lots meet a public road.

3. The variance will not result in an increase in taxpayer burden; The variance will not increase taxpayer burden. There would be no change in taxes for surrounding property owners.

4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy; The variance does not place this subdivision in nonconformance of any adopted zoning.

5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied. This alternative design allows for 3 lots to have access from a road that will be built to City of Billings road standards and allow for the future build out within the subdivision. It will also provide the ability to connect internal roads creating, in the future, multiple ways in and out of the subdivision.

Therefore, staff is recommending approval of the proposed variance to the Billings City Council.

May 29, 2019

Mr. Dave Green, Planner II
Billings City-County Planning Division
2825 3rd Avenue North, 4th Floor
Billings, MT 59101

Reference: Western Sky Subdivision, 2nd Amended – Variance Request

Dear Dave:

Per our earlier discussions, the cul-de-sac that is comprised of South 46th Street West and Crescent Street is approximately eight hundred feet long. This exceeds the six hundred feet allowed under Section 23-406-Streets and Roads (6). Due to design constraints revolving around the previously platted property to the east and the size of the parcels being accessed within this subdivision, it is not in the best interest of the developer or the City of Billings to adhere to the strict interpretation of the subdivision regulation. Following review of this matter with you, City Engineering and the Billings Fire Department, all of which are verbally indicating support of this variance, we respectfully submit and request a variance from the strict interpretation of Section 23-406-Streets and Roads (6) to allow for the platting of a cul-de-sac of approximately eight hundred feet within Western Sky Subdivision, 2nd Amended. The following are responses to the five findings as required under the applications.

1. By granting the variance, there will be no detriment to the public health, safety, or general welfare or injurious to other adjoining properties.
2. If the strict letter of the regulation was enforced, the shape of the parcels being created and the physical improvements to the parcels within the subdivision and to those in the adjacent platted property would need to be significantly altered such that an undue hardship upon the owner would result and the resulting development would not be in the best interest of the developer and the City of Billings.
3. There will be no additional tax burden associated with this variance.
4. The granting of this variance will not lead to nonconformance with the adopted zoning regulations or Growth Policy, in any manner.

5. The alternative design of South 46th Street West and Crescent Street is equally effective in providing access to the traveling public and emergency services for the areas being platted, thereby satisfying the required objectives under the subdivision regulations.

You will also find the application and fee attached hereto. Thank you for your time and consideration regarding this variance. We are happy to address any questions or comments you might have and look forward to your favorable review and recommendation.

Respectfully submitted,



Rick Leuthold, PE, LEED AP
Chairman/Dir. Of Business Development

RDL/bc
c: Mont Vista LLC
P: 05082.05_Variance_Request_Ltr_052919_SC

PRELIMINARY PLAT OF WESTERN SKY SUBDIVISION, 2ND AMENDED

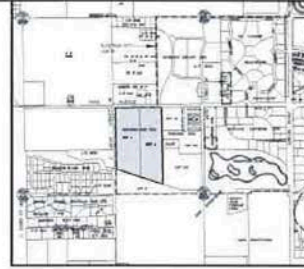
BEING LOTS 3 & 4, BLOCK 1, WESTERN SKY SUBDIVISION
SITUATED IN THE NW1/4 OF SECTION 15, T. 1 S., R. 25 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : MONT VISTA, LLC

MAY, 2019

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP

NOT TO SCALE

ZONING DATA

COMMUNITY COMMERCIAL	= 48.5 ACRES
NEIGHBORHOOD COMMERCIAL	= 45.2 ACRES
RESIDENTIAL MULTI-FAMILY	= 415.2 ACRES
RESIDENTIAL / RMH	= 431.1 ACRES

NOTE: FIRE HYDRANTS SHALL BE SPACED
A MAXIMUM OF THREE HUNDRED FEET ON
KING AVENUE WEST, SOUTH 48TH STREET
WEST & SOUTH 46TH STREET WEST



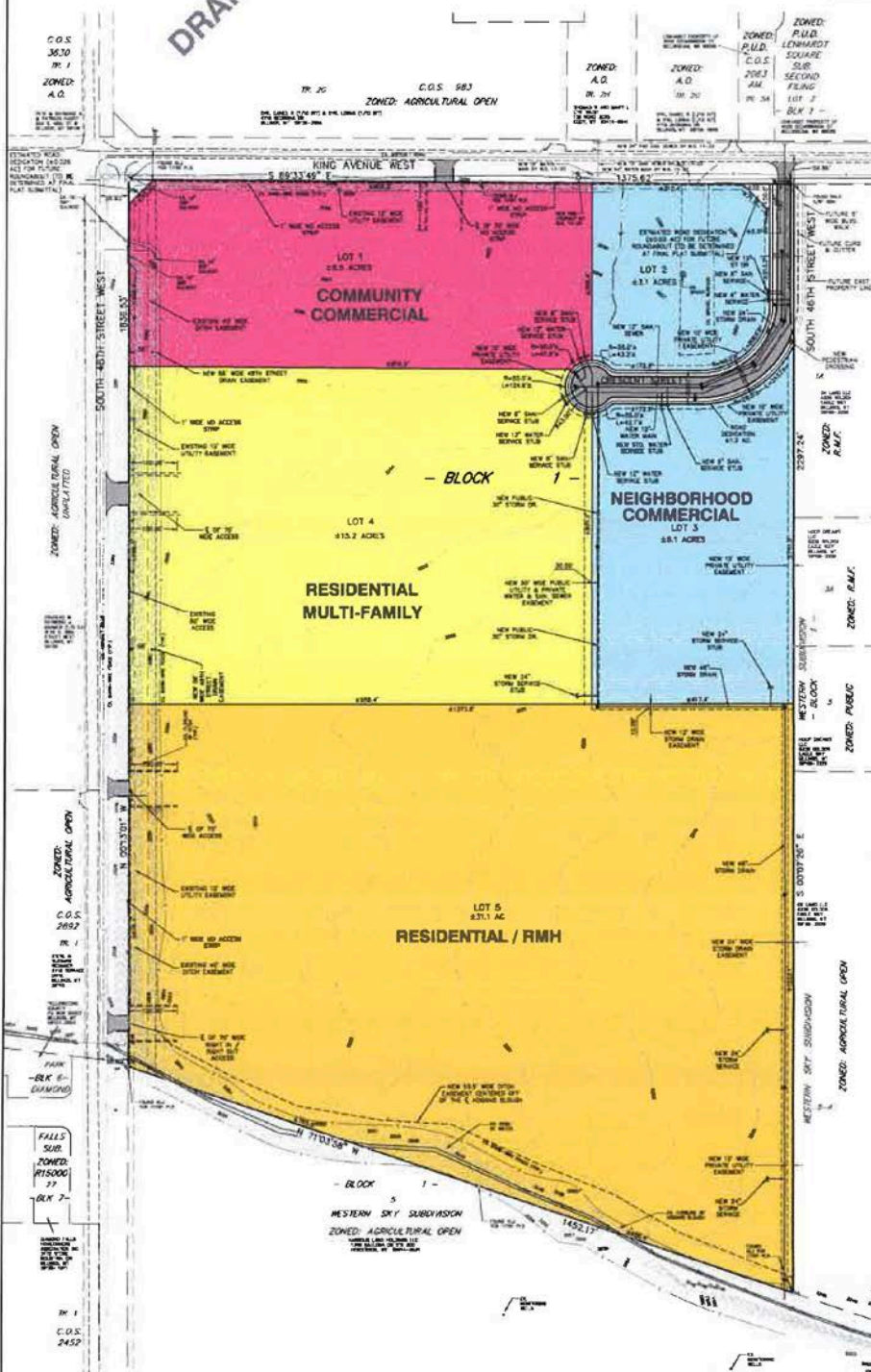
SCALE: 1" = 100'

PLAT DATA

GROSS AREA	= 65.9 ACRES
NET AREA	= 45.93 ACRES
NUMBER OF LOTS	= 5
MINIMUM LOT SIZE	= 43.1 AC
WARRANTY LOT SIZE	= 431.1 AC
LINEAL FEET OF STREETS	= 280 LF
PARKLAND REQUIREMENT	= (SEE S.I.A.)
PARKLAND DEDICATION	= CASH-IN-LIEU
EXISTING ZONING	= PLANNED UNIT DEVELOPMENT
SURROUNDING ZONING	
NORTH	= AG-OPEN & P.U.D.
SOUTH	= PUBLIC & R-7000
EAST	= PUBLIC, R-7000, & R.M.F.
WEST	= AG-OPEN & R-10000
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= COMMERCIAL/RESIDENTIAL DEVELOPMENT

LEGEND

M	WATER VALVE	-3157-	---	EXISTING CONTOURS
H	FIRE HYDRANT	W	---	WATER
+	CURB STEP	SS	---	SANITARY SEWER
⊙	DE WELL	SB	---	STORM SEWER
⊙	WARRANTY DRIVE MARKERS	T	---	TELEPHONE
⊙	STORM DRAIN MARKERS	G	---	GAS
⊙	CATCH BASIN	P	---	POWER
⊙	TELEPHONE PEDESTAL	FO	---	FIBER OPTIC
⊙	FIBER OPTIC PEDESTAL	OP	---	OVERHEAD POWER LINE
⊙	POWER POLE	(TYP)	---	TYPICAL
⊙	CONCRETE	---	---	SKIN
⊙	TELEPHONE MARKER	---	---	---
⊙	TV CABLE BOX	---	---	---



DRAFT



CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 687-8296
FAX (406) 657-8390

June 24, 2019

Mont Vista, LLC
P.O. Box 333
Reed Point, MT 59069

Dear Applicant:

On June 24, 2019, the Billings City Council conditionally approved the preliminary plat of Western Sky Subdivision, 2nd Amended, subject to the following conditions of approval:

1. To protect the public health and safety and ensure all infrastructure is installed correctly, prior to final plat approval the applicant will have all plans for water, sewer and storm management reviewed and approved by the City of Billings Engineering Division and the MDEQ.
2. To ensure the provision of easements for utilities, prior to final plat approval the subdivider shall provide utility easements on the final plat for proposed water and sewer line as well as those requested by the private utility companies.
3. To protect public health and safety and to ensure correct construction of roads prior to final plat approval the applicant will submit all drawings for road construction to the City of Billings Engineering Division for review and approval prior to construction.
4. To minimize the effects on local services, prior to final plat approval the subdivider will provide a letter from the United States Postal Service acknowledging its agreement with the placement of mail delivery facilities in the subdivision.
5. To ensure the construction of trails in the subdivision, prior to final plat approval the applicant will show easements on the final plat indicating where the trails will be placed and in the SIA under the heading F. Billings Area Bikeway and Trail Master Plan, the lots that will have the trails in them will be called out, Lots 1, 4 and 5.
6. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
7. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.



CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

*P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 687-8296
FAX (406) 657-8390*

Should you have questions please contact Dave Green at (406) 247-8666 or by email at greend@ci.billings.mt.us .

Sincerely,

William A. Cole, Mayor

pc: Sanderson Stewart

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Cancellation of Checks and Warrants

PRESENTED BY: Andy Zoeller, Finance Director

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

The Finance department annually reviews outstanding checks and warrants. Under State law MCA 7-6-4303, City Council has the authority to cancel municipal checks and warrants that have remained outstanding or unpaid for a period of one year. Vendors, city employees and former employees were notified that they had outstanding checks and were given the option to pay the stop payment fee of \$16 to have a check reissued.

ALTERNATIVES ANALYZED

City Council may choose to approve or to disapprove canceling the checks. If Council does not approve the cancellation the checks and warrants will remain outstanding.

FINANCIAL IMPACT

The amounts contained in the canceled checks and warrants will revert to affected funds. Employees and vendors were notified and given the opportunity to pay the stop payment fee and have their checks reissued. The final cancelations may not exactly match the attachment, because payees are still responding and checks that are reissued will not be canceled.

RECOMMENDATION

Staff recommends that the City Council authorize canceling outstanding checks and warrants and receivable balances.

APPROVED BY CITY ADMINISTRATOR

Attachments

Cancelled Checks FY19

**VOIDED CHECKS TO COUNCIL- JUNE 2019
ACCOUNTS PAYABLE CHECKS TO BE VOIDED**

Number	Date	Name	Amount
806037	07/24/2017	Gary Levine	25.00
806411	08/07/2017	Brian Turner	12.00
806535	08/07/2017	Nicholas Burton	12.00
807485	09/11/2017	Wilson, Timothy	43.00
807816	09/25/2017	Tamara Grewell	30.00
808128	10/10/2017	Krysta Buska	25.00
808129	10/10/2017	Kurtti, Mellonie	6.00
808177	10/10/2017	Pok Hui Kelly	12.00
808195	10/10/2017	Ryan Riley	12.00
808572	10/23/2017	Valdez, Froilan	20.27
808769	11/06/2017	Ann Lee Jackson	12.00
808803	11/06/2017	Connie Good Bear	25.00
808852	11/06/2017	June Beck	12.00
808907	11/06/2017	Ryan Gentry	12.00
809213	11/20/2017	Jeremy Hunt	25.00
809626	12/11/2017	Adam Olschlager	10.00
809961	12/18/2017	Shaunel Hull	10.00
810976	02/06/2018	Cailey Hibl	12.00
811037	02/06/2018	Hunter Skov	12.00
811126	02/06/2018	Susan Stephenson	12.00
811186	02/12/2018	Bradley Oster	10.00
811872	03/12/2018	Christine Jorgenson	1.00
811928	03/12/2018	Kevin Hobson	3.00
812480	04/02/2018	Miya Fujisato Ponte	22.50
812497	04/02/2018	Nathan Graham	22.50
812592	04/09/2018	Emily Aerts	15.00
812891	04/23/2018	Billings Construction Supply, Inc	35.17
812903	04/23/2018	Cheryl Schutz	12.00
812970	04/23/2018	Leah Simpson	12.00
812975	04/23/2018	Michael Hardy	12.00
813006	04/23/2018	Quincy McGrail	12.00
813187	04/30/2018	RDO Equipment Co.	64.11
813324	05/07/2018	Moe, Melvyn	10.00
813509	05/14/2018	MSTOA	1,000.00
813702	05/21/2018	Lorna Gajewski	100.00
813732	05/21/2018	Peter Trowbridge	12.00
814141	06/11/2018	Sullivan, Cassandra	6.99
814208	06/18/2018	Chris Hertz	16.00
814214	06/18/2018	Collection Bureau Services Inc	10.00
			1,715.54

PAYROLL CHECKS TO BE VOIDED - JUNE 2019

Check #	Date	Name	Amount
27803	12/22/2017	Leslie, Melissa A.	23.09
28167	03/02/2018	Knispel, Anica M.	67.91
28254	03/16/2018	Knispel, Anica M.	81.49
28339	03/30/2018	Knispel, Anica M.	40.75
28437	04/13/2018	Whiteman, Triston J.	43.86
			Total 257.10

HEALTH - FLEX CHECKS TO BE VOIDED - JUNE 2019

Check #	Date	NAME	Amount
86452	7/14/2017	Mashek, Robert	9.45
			Total 9.45

HEALTH - CLAIMS CHECKS TO BE VOIDED - JUNE 2019

Check #	Date	Name	Amount
----------------	-------------	-------------	---------------

306070	5/9/2017	O'Banion, Bruce	25.00
306821	6/6/2017	Logan, Rusty L.	25.00
309190	8/22/2017	Reichert, Keith	25.00
309191	8/22/2017	Richardson, Teri	2.64
309408	8/29/2017	Fazio, Burt A.	88.00
309409	8/29/2017	Hartman, Ronald D.	25.00
309576	9/5/2017	Mclain, Andrew T.	25.00
309788	9/12/2017	Mclain, Andrew T.	2.92
310005	9/19/2017	Anderson, Brian	25.00
310009	9/19/2017	Hice, Denise	72.83
310681	10/10/2017	Volek, Christina	25.00
311118	10/24/2017	Bates, Martin	60.91
312514	12/5/2017	Nelson, Timothy D.	16.38
312768	12/12/2017	Rose-Klein, Kelly	25.00
313069	12/19/2017	Klein, Rebecca L.	25.00
314067	1/16/2018	Mills, Mary	25.00
314454	1/30/2018	Zahn, Daniel A.	30.00
314784	2/13/2018	Justice, Carol	25.00
315194	2/27/2018	Barbeau, Eric P.	25.00
315197	2/27/2018	Paine, Randall D.	25.00
315686	3/20/2018	Solberg, Tim J.	25.00
315881	3/27/2018	Dunn, Wesley H.	25.00
315883	3/27/2018	Francis, Bryan R.	40.00
315888	3/27/2018	Robinson, Michael	20.50
315889	3/27/2018	Shay, Rebecca L.	24.10
316104	4/3/2018	Dewitt, Justin R.	43.50
316547	4/17/2018	Marchant, Jeffrey A.	19.16
			<hr/>
Total			795.94

Consent 1. L. 1.

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Payment of Claims for the week of May 20, 2019

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$4,514,339.53 have been audited and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

RECOMMENDATION

Staff recommends Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

councilmemo05202019

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/21/2019	329233	EBMS Import	City Health Ins Fund	\$ 10,428.21	EBMS Insurance Payments
05/20/2019	823379	360 Office Solutions Inc	Public Safety	\$ 51.17	copy paper,batteries,duster, ink...
05/20/2019	823379	360 Office Solutions Inc	Public Safety	\$ 54.01	copy paper,batteries,duster,ink...
05/20/2019	823379	360 Office Solutions Inc	Public Safety	\$ 82.99	copy paper,batteries,duster,ink...
05/20/2019	823379	360 Office Solutions Inc	Information Resources	\$ 3,819.00	new desks for basement office and server room
05/20/2019	823379	360 Office Solutions Inc	Public Safety	\$ (35.69)	credit return: ink cartridge on prior invoice
05/20/2019	823386	Anderson Service Inc	Water	\$ 8,678.00	REPLACE VOELKER A FRAME
05/20/2019	823393	BASF Corpooration	Wastewater	\$ 41,235.13	WRF CHEMICALS-DRY POLYMER
05/20/2019	823401	Border States Electric	Wastewater	\$ 102.90	tape&outlet for repair on cord of secondary digester
05/20/2019	823401	Border States Electric	Wastewater	\$ 184.10	ALARM LIGHT FOR UV BUILDING
05/20/2019	823401	Border States Electric	Water	\$ 281.48	fiber & alarm light in filter building for console project
05/20/2019	823401	Border States Electric	Water	\$ 14.24	screws for Larsen site security radio project
05/20/2019	823401	Border States Electric	Wastewater	\$ 14.23	screws for Larsen site security radio project
05/20/2019	823401	Border States Electric	Wastewater	\$ (23.57)	WRONG PART BEING RETURNED
05/20/2019	823401	Border States Electric	Water	\$ 124.18	FILTER BUILDING ALARM/FIBER
05/20/2019	823401	Border States Electric	Water	\$ 732.26	WTP CP-7 I/O & ALARM PROJECT
05/20/2019	823401	Border States Electric	Wastewater	\$ 85.55	WEMCO #3 REPLACEMENT
05/20/2019	823401	Border States Electric	Water	\$ 278.30	FILTER BUILDING ALARM/FIBER
05/20/2019	823401	Border States Electric	Water	\$ 59.85	Conduit for filter building alarm, lights and horn
05/20/2019	823401	Border States Electric	Wastewater	\$ 414.76	FUSED & POWER SUPPLIES
05/20/2019	823401	Border States Electric	Wastewater	\$ 67.82	TERMINAL BLOCKS FOR LLOYD MANGRUM
05/20/2019	823401	Border States Electric	Water	\$ 102.51	FILTER FLOOR WIRE FOR ALARM LIGHTS
05/20/2019	823401	Border States Electric	Water	\$ 86.51	WIRE FOR ALARM LIGHTS IN FILTER BLDG
05/20/2019	823401	Border States Electric	Water	\$ 74.00	SYSTEMS NEW LED LIGHTS
05/20/2019	823401	Border States Electric	Wastewater	\$ 49.34	SYSTEMS NEW LED LIGHTS
05/20/2019	823401	Border States Electric	Wastewater	\$ 31.19	VOLTAGE TESTER FOR HEADWORKS
05/20/2019	823403	Business Tax Section	Water	\$ 223.75	CURB VALVE REPAIR
05/20/2019	823403	Business Tax Section	Ballpark Donations	\$ 57.90	Dale & Jax for door replacement at Dehler park.
05/20/2019	823403	Business Tax Section	Cemetery Improve	\$ 75.00	Irrigation repair along Central avenue
05/20/2019	823403	Business Tax Section	Park District 1	\$ 75.00	Irrigation repair along Central avenue
05/20/2019	823403	Business Tax Section	Water	\$ 2,418.43	2018 Water & Sewer Replacement
05/20/2019	823403	Business Tax Section	#N/A	\$ 207.30	Misc Developer
05/20/2019	823403	Business Tax Section	Wastewater	\$ 11,976.65	Water Reclamation Facility Nutrient Upgrade /23
05/20/2019	823403	Business Tax Section	Wastewater	\$ 7.78	Central Ave - 32nd St West to Shiloh
05/20/2019	823403	Business Tax Section	Wastewater	\$ 23,886.63	Water Reclamation Facility Nutrient Upgrade /22
05/20/2019	823403	Business Tax Section	Arterial Streets	\$ 1,677.96	Central Ave - 32nd St West to Shiloh; 9 WO1605 CMG
05/20/2019	823403	Business Tax Section	Gas Tax	\$ 190.92	WO 18-02 Misc Developer
05/20/2019	823405	Century Link	EOC 911	\$ 45.65	406-245-3108 911
05/20/2019	823405	Century Link	Water	\$ 39.44	406-245-3659 PUD Alarm Water Tower
05/20/2019	823405	Century Link	Airport	\$ 45.66	406-245-5834 Airport Alarm
05/20/2019	823405	Century Link	EOC 911	\$ 45.65	406-245-3107 911

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/20/2019	823405	Century Link	EOC 911	\$ 45.66	406-245-2296 911
05/20/2019	823405	Century Link	Public Safety	\$ 119.32	406-245-7469 Fire
05/20/2019	823405	Century Link	Public Safety	\$ 45.66	406-245-7481 Police
05/20/2019	823405	Century Link	Telephone System	\$ 228.20	Main System T1 City/County Tie
05/20/2019	823405	Century Link	Radio	\$ 311.26	Fire Airport Radio Tower WCK
05/20/2019	823405	Century Link	Radio	\$ 311.26	Fire Airport Radio Tower Jellison
05/20/2019	823405	Century Link	Wastewater	\$ 38.90	PUD Sahara Sand Lift Station
05/20/2019	823405	Century Link	Street/Traffic Oper	\$ 50.67	PW Traffic 3728 McDougall
05/20/2019	823405	Century Link	EOC 911	\$ 426.43	New 9-1-1 Center
05/20/2019	823405	Century Link	Engineering	\$ 105.10	Measured Lines Depot
05/20/2019	823405	Century Link	P.W. Admin	\$ 70.40	Measured Lines Depot
05/20/2019	823405	Century Link	Public Safety	\$ 118.32	Fire RR Crossing Alarm
05/20/2019	823405	Century Link	EOC 911	\$ 311.26	9-1-1 Center Landfill #2
05/20/2019	823405	Century Link	EOC 911	\$ 311.26	9-1-1 Center Fox Reservoir #2
05/20/2019	823408	CMG Construction LLC	Wastewater	\$ 770.31	Central Ave - 32nd St West to Shiloh; 9 WO1605 CMG
05/20/2019	823408	CMG Construction LLC	Arterial Streets	\$ 166,117.13	Central Ave - 32nd St West to Shiloh; 9 WO1605 CMG
05/20/2019	823410	Cop Construction Co	Water	\$ 239,424.57	2018 Water & Sewer Replacement
05/20/2019	823413	Crowley Fleck PLLP	Tax Increment South	\$ 8,725.00	Revise Corporate Givernance Documents
05/20/2019	823415	Dale & Jax Door & Glass Inc	Ballpark Donations	\$ 5,732.10	Dehler park door replacement
05/20/2019	823417	Destiny Software Inc	General	\$ 4,800.00	1 yr- Public Records Requests Software - AgendaQuick
05/20/2019	823417	Destiny Software Inc	General	\$ 3,200.00	1 Yr- Software License Maintenance - AgendaQuick
05/20/2019	823419	Dixie Petro-Chem	Water	\$ 3,712.00	BULK CHLORINE
05/20/2019	823420	DOWL	Storm Sewer	\$ 450.00	Jackson Street Culvert Replacement
05/20/2019	823420	DOWL	Storm Sewer	\$ 2,527.50	Jackson Street Culvert Replacement
05/20/2019	823420	DOWL	Arterial Streets	\$ 1,284.06	Central Ave - Shiloh to 32nd St W
05/20/2019	823420	DOWL	Storm Sewer	\$ 2,959.25	62nd and Rimrock Stormwater
05/20/2019	823420	DOWL	Storm Sewer	\$ 270.00	62nd and Rimrock Stormwater
05/20/2019	823420	DOWL	Water	\$ 166.12	Central Ave - Shiloh to 32nd St W
05/20/2019	823420	DOWL	Sidewalk Construction	\$ 134.69	Central Ave - Shiloh to 32nd St W
05/20/2019	823420	DOWL	Wastewater	\$ 206.53	Central Ave - Shiloh to 32nd St W
05/20/2019	823420	DOWL	Gas Tax	\$ 453.46	Central Ave - Shiloh to 32nd St W
05/20/2019	823426	Energy Resources Management	Water	\$ 3,780.00	LIGHTS IN SYSTEMS GARAGE
05/20/2019	823426	Energy Resources Management	Wastewater	\$ 2,520.00	LIGHTS IN SYSTEMS GARAGE
05/20/2019	823432	Flathead County Sheriff's Office	Police Programs	\$ 45.98	Supplies.
05/20/2019	823432	Flathead County Sheriff's Office	Police Programs	\$ 36,829.09	Wages & Benefits; Supplies.
05/20/2019	823432	Flathead County Sheriff's Office	Police Programs	\$ 4,781.21	Training.
05/20/2019	823436	Galles Filter Service	Fleet	\$ 91.28	T-81802 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Wastewater	\$ 5.24	FILTER FOR DRY POLYMER SYSTEM
05/20/2019	823436	Galles Filter Service	Fleet	\$ 80.20	T-82206 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Fleet	\$ 279.54	P-86736.01 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Public Safety	\$ 8.59	P-87013-01

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/20/2019	823436	Galles Filter Service	Public Safety	\$ 3.20	P-87014.01
05/20/2019	823436	Galles Filter Service	Fleet	\$ 308.79	P-87095.01 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Fleet	\$ 237.78	P-86910.01 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Fleet	\$ 527.80	P-86838.01 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Fleet	\$ 84.58	T-81994 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Public Safety	\$ 10.90	T-82017
05/20/2019	823436	Galles Filter Service	Street/Traffic Oper	\$ 5.15	P-86177.01
05/20/2019	823436	Galles Filter Service	Transit	\$ 242.86	P-86665.01 PO #307947
05/20/2019	823436	Galles Filter Service	Fleet	\$ 3.17	P-86668.01 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Transit	\$ 40.46	P-87011-01
05/20/2019	823436	Galles Filter Service	Fleet	\$ 278.43	P-87012.01 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Fleet	\$ 23.49	P-87205.01 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Fleet	\$ 29.83	P-87280.01 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Solid Waste	\$ 411.82	Filters for Landfill Equipment P86767-01
05/20/2019	823436	Galles Filter Service	Solid Waste	\$ 606.46	Filters for Landfill Equipment P86911-01
05/20/2019	823436	Galles Filter Service	Solid Waste	\$ 339.45	Filters for Landfill Equipment P87097-01
05/20/2019	823436	Galles Filter Service	Solid Waste	\$ 284.86	Filters for Landfill Equipment P87282-01
05/20/2019	823436	Galles Filter Service	Street/Traffic Oper	\$ 95.97	P-86177.01
05/20/2019	823436	Galles Filter Service	Fleet	\$ 10.96	P-86601.01 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Transit	\$ 104.20	P-86665-01
05/20/2019	823436	Galles Filter Service	Fleet	\$ 532.32	P-86667.01 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Fleet	\$ 34.40	P-86839.01 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Transit	\$ 327.90	P-87011-01 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Fleet	\$ 10.34	P-87096.01 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Fleet	\$ 250.38	P-87204.01 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Transit	\$ 204.03	P-87391-01 PO NUM 307947
05/20/2019	823436	Galles Filter Service	Fleet	\$ 265.46	P-87392.01 PO NUM 307947
05/20/2019	823437	Gametime	Park District 1	\$ 37,181.88	Invoice 0110356
05/20/2019	823437	Gametime	Park District 1	\$ 21,854.83	Playground equipment for Primrose park
05/20/2019	823445	HDR, Inc.	Solid Waste	\$ 24,076.89	WO 17-12 Landfill Drop-off Facility
05/20/2019	823445	HDR, Inc.	Water	\$ 52,239.53	Leavens Reservoir Expansion & Zone 1 Improvements
05/20/2019	823447	High Point Networks LLC	Information Resources	\$ 9,475.00	KACE Maintenance Renewal plus 900 Managed Computers
05/20/2019	823451	Industrial Sales & Service	Wastewater	\$ 7,915.00	128571; SECONDARY AIR COMPRESSOR
05/20/2019	823478	Mailing Technical Services	General	\$ 1,001.28	Parks Senior Scoop newsletter-2200
05/20/2019	823478	Mailing Technical Services	General	\$ 2,829.86	Activities guide - 2203
05/20/2019	823479	Marshall and Associates	General	\$ 4,035.00	AVL hardware & activation-annual software subscription
05/20/2019	823481	Missoula Police Dept	Police Programs	\$ 1,845.46	Supplies & Overtime.
05/20/2019	823481	Missoula Police Dept	Police Programs	\$ 24,604.97	Personnel & Fringe.
05/20/2019	823485	MT Dept Of Enviro Quality	Water	\$ 1,680.00	Leavens Reservoir Expansion & Zone 1 Imprv
05/20/2019	823485	MT Dept Of Enviro Quality	Water	\$ 1,680.00	WO1815 Voelker Pump Station Imprv
05/20/2019	823488	MT Waterworks	Water	\$ 2,208.00	6' FIRE HYDRANT - MJ P/N: 8920141

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/20/2019	823488	MT Waterworks	Wastewater	\$ 273.44	NONSTOCKING ITEMS-P.U.D.
05/20/2019	823488	MT Waterworks	Water	\$ 924.08	1" CURB VALVE - COMPRESSION - MINNEAPOLIS
05/20/2019	823488	MT Waterworks	Water	\$ 2,151.00	5" 6" FIRE HYDRANT - MJ P/N: 8920143
05/20/2019	823488	MT Waterworks	Water	\$ 2,175.92	5' FIRE HYDRANT P/N: 8915762
05/20/2019	823488	MT Waterworks	Water	\$ 152.50	FLANGE METER GASKET - .13 RUBR
05/20/2019	823488	MT Waterworks	Water	\$ 2,244.00	6' 6" FIRE HYDRANT - MJ P/N: 8920142
05/20/2019	823493	NorMont Equipment	Street/Traffic Oper	\$ 3,511.00	anchors/telspar for street signs
05/20/2019	823493	NorMont Equipment	Street/Traffic Oper	\$ 374.50	safety vest
05/20/2019	823493	NorMont Equipment	Street/Traffic Oper	\$ 4,139.65	telspar post for sign installations
05/20/2019	823493	NorMont Equipment	Street/Traffic Oper	\$ 174.30	flail knife for mower
05/20/2019	823493	NorMont Equipment	Street/Traffic Oper	\$ 1,015.00	rivets for telspar sign posts
05/20/2019	823495	NorthWestern Energy	Water	\$ 68,257.23	0100606-3
05/20/2019	823495	NorthWestern Energy	General	\$ 435.75	0925496-2
05/20/2019	823495	NorthWestern Energy	Water	\$ 2,694.36	0100606-3
05/20/2019	823495	NorthWestern Energy	Facilities Mngmt	\$ 516.76	0975808-7
05/20/2019	823495	NorthWestern Energy	General	\$ 48.64	0712387-0
05/20/2019	823495	NorthWestern Energy	Facilities Mngmt	\$ 2,556.91	1160804-9
05/20/2019	823495	NorthWestern Energy	Wastewater	\$ 898.13	0100606-3
05/20/2019	823495	NorthWestern Energy	Facilities Mngmt	\$ 775.90	1160802-3
05/20/2019	823495	NorthWestern Energy	Wastewater	\$ 171.26	Electricity EA #3243625-5
05/20/2019	823495	NorthWestern Energy	Wastewater	\$ 422.94	1756893-2 MAY 2019
05/20/2019	823495	NorthWestern Energy	Water	\$ 1,900.94	2082903-2 MAY 2019
05/20/2019	823495	NorthWestern Energy	Wastewater	\$ 147.36	1175972-7 MAY 2019
05/20/2019	823495	NorthWestern Energy	Wastewater	\$ 71,069.52	0100591-7
05/20/2019	823495	NorthWestern Energy	General	\$ 244.76	0722287-0
05/20/2019	823495	NorthWestern Energy	General	\$ 244.17	0712538-8
05/20/2019	823495	NorthWestern Energy	General	\$ 170.37	0712536-2
05/20/2019	823495	NorthWestern Energy	Facilities Mngmt	\$ 2,916.92	1269391-7
05/20/2019	823495	NorthWestern Energy	Public Safety	\$ 286.17	0720817-6
05/20/2019	823495	NorthWestern Energy	Transit	\$ 309.94	0719225-5
05/20/2019	823495	NorthWestern Energy	Water	\$ 3,314.69	0723040-2
05/20/2019	823495	NorthWestern Energy	Water	\$ 1,408.25	0722264-9
05/20/2019	823495	NorthWestern Energy	General	\$ 178.48	0720821-8
05/20/2019	823495	NorthWestern Energy	General	\$ 35.35	0720818-4
05/20/2019	823495	NorthWestern Energy	Parks Maintenance	\$ 44.74	1029192-0
05/20/2019	823495	NorthWestern Energy	Water	\$ 427.97	1116452-2
05/20/2019	823495	NorthWestern Energy	Water	\$ 201.29	1142253-2
05/20/2019	823495	NorthWestern Energy	General	\$ 185.73	1191404-1
05/20/2019	823495	NorthWestern Energy	Parks Maintenance	\$ 46.01	1265177-4
05/20/2019	823495	NorthWestern Energy	Parks Maintenance	\$ 44.75	1425364-5
05/20/2019	823495	NorthWestern Energy	Street/Traffic Oper	\$ 44.99	1740357-7

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/20/2019	823495	NorthWestern Energy	Street/Traffic Oper	\$ 45.33	1748896-6
05/20/2019	823495	NorthWestern Energy	General	\$ 26.68	1836666-6
05/20/2019	823495	NorthWestern Energy	General	\$ 53.88	1849408-8
05/20/2019	823495	NorthWestern Energy	General	\$ 38.80	1904944-4
05/20/2019	823495	NorthWestern Energy	Parks Maintenance	\$ 45.77	1948667-9
05/20/2019	823495	NorthWestern Energy	Parks Maintenance	\$ 5.26	2055817-7
05/20/2019	823495	NorthWestern Energy	Street/Traffic Oper	\$ 42.93	3088038-9
05/20/2019	823495	NorthWestern Energy	Public Safety	\$ 1,520.50	3448739-7
05/20/2019	823495	NorthWestern Energy	Public Safety	\$ 683.54	0871546-8
05/20/2019	823495	NorthWestern Energy	General	\$ 44.75	0839280-5
05/20/2019	823495	NorthWestern Energy	General	\$ 58.74	0813489-2
05/20/2019	823495	NorthWestern Energy	Water	\$ 7.33	0723059-2
05/20/2019	823495	NorthWestern Energy	General	\$ 205.06	0723045-1
05/20/2019	823496	O2 Architects	General	\$ 4,950.00	Preliminary design for Finance office remodel
05/20/2019	823496	O2 Architects	General	\$ 2,970.00	Inv. 4682 City Hall Vault
05/20/2019	823508	Rocky Mountain Compost Inc	Park District 1	\$ 10,000.00	Optimist playground chips 14606
05/20/2019	823508	Rocky Mountain Compost Inc	Park District 1	\$ 800.00	Optimist playground chips 14619
05/20/2019	823509	Rocky Mountain Scale Works	Water	\$ 4,983.79	DIGITAL WEIGHT INDICATORS CHLORINE SCALES
05/20/2019	823510	Safeguard Business Systems	Public Safety	\$ 2,576.15	notice to appear & complaint forms for patrol
05/20/2019	823519	Sletten Construction Company	Wastewater	\$ 1,185,688.20	Water Reclamation Facility Nutrient Upgrade /22
05/20/2019	823519	Sletten Construction Company	Wastewater	\$ 2,364,776.57	Water Reclamation Facility Nutrient Upgrade /22
05/20/2019	823525	Star Service Inc	Water	\$ 350.00	WATER METER MOVE 1103 MOON VALLEY RD
05/20/2019	823525	Star Service Inc	Cemetery Improve	\$ 7,425.00	Irrigation repair to Bench irrigation canal
05/20/2019	823525	Star Service Inc	Park District 1	\$ 7,425.00	Irrigation repair to Bench irrigation canal
05/20/2019	823529	Sunset Excavation	Water	\$ 22,151.25	CURB VALVE REPAIR LIST
05/20/2019	823532	Territorial Landworks Inc	Water	\$ 7,848.62	Grand Ave Water & Sewer Extensions; 13934/3
05/20/2019	823532	Territorial Landworks Inc	Wastewater	\$ 7,848.63	Grand Ave Water & Sewer Extensions; 13934/3
05/20/2019	823533	Town & Country Supply	Fleet	\$ 9,008.58	316447 PO NUM 308264
05/20/2019	823533	Town & Country Supply	Fleet	\$ 23,625.87	316658 PO NUM 308261
05/20/2019	823535	Tractor & Equipment	Street/Traffic Oper	\$ 2,065.56	BLCS0704906
05/20/2019	823535	Tractor & Equipment	Street/Traffic Oper	\$ 596.89	BLCS0704906
05/20/2019	823553	Yellowstone County	Public Safety	\$ 13,200.00	Yellowstone County Detention Facility April Jail boarders

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Payment of Claims for the week of May 27, 2019

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,761,102.36 have been audited and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department.

ALTERNATIVES ANALYZED

No other alternatives were analyzed.

FINANCIAL IMPACT

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

RECOMMENDATION

Staff recommends Council approve the Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

councilmemo05272019

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/27/2019	823561	A & I Distributors	Transit	\$ 92.95	3278093
05/27/2019	823561	A & I Distributors	Transit	\$ 368.88	3278093 PO NUM 307325
05/27/2019	823561	A & I Distributors	Transit	\$ 39.50	3279031
05/27/2019	823561	A & I Distributors	Transit	\$ 39.50	3280297
05/27/2019	823561	A & I Distributors	Street/Traffic Oper	\$ 71.52	3280843
05/27/2019	823561	A & I Distributors	Public Safety	\$ 39.79	3281356
05/27/2019	823561	A & I Distributors	Fleet	\$ 1,758.90	3281356 PO NUM 307944
05/27/2019	823561	A & I Distributors	Fleet	\$ 340.97	3281357 PO NUM 307944
05/27/2019	823561	A & I Distributors	Fleet	\$ (101.16)	3286329 PO NUM 307944
05/27/2019	823561	A & I Distributors	Fleet	\$ 4,798.49	3288045 PO NUM 307944
05/27/2019	823561	A & I Distributors	Transit	\$ 92.95	3290808
05/27/2019	823561	A & I Distributors	Water	\$ 167.31	BLUE DEF
05/27/2019	823561	A & I Distributors	Solid Waste	\$ 991.65	DEF and Antifreeze for the garbage trucks 3288851
05/27/2019	823561	A & I Distributors	Solid Waste	\$ 986.28	DEF and Oil for Landfill equipment 3290343
05/27/2019	823561	A & I Distributors	Solid Waste	\$ 2,078.29	Oil for Landfill Equipment 3278052
05/27/2019	823561	A & I Distributors	Street/Traffic Oper	\$ 40.36	3281356
05/27/2019	823561	A & I Distributors	Fleet	\$ 63.90	3281357 PO NUM 307944
05/27/2019	823561	A & I Distributors	Fleet	\$ 70.43	3288045 PO NUM 307944
05/27/2019	823561	A & I Distributors	Wastewater	\$ 111.54	BLUE DEF
05/27/2019	823561	A & I Distributors	Solid Waste	\$ 39.79	3281356
05/27/2019	823561	A & I Distributors	Fleet	\$ 55.02	3283104 PO NUM 307944
05/27/2019	823566	AT & T Corp	Public Safety	\$ 1,142.08	Fire Department Cell Phones
05/27/2019	823566	AT & T Corp	Information Resources	\$ 47.19	IT Department -On call Phone
05/27/2019	823566	AT & T Corp	Information Resources	\$ 35.58	IT Department -On call Phone
05/27/2019	823566	AT & T Corp	Public Safety	\$ 2,806.23	Police Department Cell Phone
05/27/2019	823566	AT & T Corp	Transit	\$ 453.60	MET Transit Tablets
05/27/2019	823566	AT & T Corp	Public Safety	\$ 3,612.60	Police MDT Toughbooks
05/27/2019	823566	AT & T Corp	Parking	\$ 37.95	Parking Division Meter Maintenance
05/27/2019	823566	AT & T Corp	Public Safety	\$ 909.04	MDT Fire
05/27/2019	823566	AT & T Corp	Public Safety	\$ 271.16	Animal Control -MDT
05/27/2019	823566	AT & T Corp	Public Safety	\$ 273.23	Animal Control Cell Phones
05/27/2019	823566	AT & T Corp	Building Inspection	\$ 401.40	PW-Building Tablets (Planning)
05/27/2019	823566	AT & T Corp	Building Inspection	\$ 472.00	PW-Building Cell Phones
05/27/2019	823566	AT & T Corp	Public Safety	\$ 235.96	Police -Resource Officers
05/27/2019	823566	AT & T Corp	Airport	\$ 574.77	Airport
05/27/2019	823566	AT & T Corp	Water	\$ 28.31	Jared Lausch- PW Dist Collection
05/27/2019	823566	AT & T Corp	Wastewater	\$ 18.88	Jared Lausch- PW Dist Collection
05/27/2019	823566	AT & T Corp	General	\$ 47.19	Legal -Domestic Violence
05/27/2019	823566	AT & T Corp	Public Safety	\$ 87.33	ICAC -Campbell and Spare
05/27/2019	823566	AT & T Corp	Police Programs	\$ 47.19	Domestic Violence -Katie Nash
05/27/2019	823566	AT & T Corp	Airport	\$ (1,498.02)	Credit -Airport, new phone credit

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/27/2019	823569	Billings Overhead Door	Airport	\$ 9,950.00	Invoice #103441. Fire/Security Doors for Cape Air Belt
05/27/2019	823569	Billings Overhead Door	Wastewater	\$ 600.00	103476; HEADWORKS DOOR
05/27/2019	823569	Billings Overhead Door	Wastewater	\$ 150.00	103708; OVERHEAD DOOR HEADWORKS
05/27/2019	823572	Billings Tourism	Tourism BID #2	\$ 27,468.96	Distributed April, paid May 2019
05/27/2019	823577	Brenntag Pacific Inc	Wastewater	\$ 2,982.48	BPI941136; CHEMICALS
05/27/2019	823579	Bruco Inc	Parking	\$ 300.70	380630_ BATTERY FOR GOFREE PRO ONLY
05/27/2019	823579	Bruco Inc	Parking	\$ 300.70	380630_ BATTERY FOR GOFREE PRO ONLY
05/27/2019	823579	Bruco Inc	Parking	\$ 300.69	380630_ BATTERY FOR GOFREE PRO ONLY
05/27/2019	823579	Bruco Inc	Facilities Mngmt	\$ 1,441.05	Inv. 381031
05/27/2019	823579	Bruco Inc	Airport	\$ 64.54	Invoice #380851. Blue Floor Pads
05/27/2019	823579	Bruco Inc	Facilities Mngmt	\$ 23.04	Inv. 381167
05/27/2019	823579	Bruco Inc	Facilities Mngmt	\$ 55.50	Inv. 381072
05/27/2019	823579	Bruco Inc	Airport	\$ 862.80	Invoice #380947. Hand Sanitizer, Skin Cleanser
05/27/2019	823583	Business Tax Section	Water	\$ 3,012.54	WO 1716 Fox Pump Station Improvements; Pmt 7
05/27/2019	823583	Business Tax Section	Transit	\$ 251.89	Lighting retrofit for Bus Barn
05/27/2019	823583	Business Tax Section	Wastewater	\$ 167.09	Emergency Sewer Repair 340 Orchard In FirstMark Construction
05/27/2019	823587	CDW Government Inc	Wastewater	\$ 4,576.00	REPLACEMENT SWITCHES FOR WRF
05/27/2019	823587	CDW Government Inc	Water	\$ 36.00	CISCO ANNUAL SUPPORT CHARGE FOR NETWORK EQP.
05/27/2019	823587	CDW Government Inc	Wastewater	\$ 36.00	CISCO ANNUAL SUPPORT CHARGE FOR NETWORK EQP.
05/27/2019	823587	CDW Government Inc	Water	\$ 3,418.62	REPLACEMENT KVM SWITCHES FOR WTP MANAGERS
05/27/2019	823587	CDW Government Inc	Water	\$ 81.36	DISPLAY PORT FOR WTP MANAGERS KVM SWITCHES
05/27/2019	823592	Clancy Consultants Inc	Street/Traffic Oper	\$ 662.00	Consulting and strategic planning for PW Team
05/27/2019	823592	Clancy Consultants Inc	Water	\$ 662.00	Consulting and strategic planning for PW Team
05/27/2019	823592	Clancy Consultants Inc	Wastewater	\$ 662.00	Consulting and strategic planning for PW Team
05/27/2019	823592	Clancy Consultants Inc	Wastewater	\$ 662.00	Consulting and strategic planning for PW Team
05/27/2019	823592	Clancy Consultants Inc	Solid Waste	\$ 662.00	Consulting and strategic planning for PW Team
05/27/2019	823592	Clancy Consultants Inc	P.W. Admin	\$ 663.00	Consulting and strategic planning for PW Team
05/27/2019	823592	Clancy Consultants Inc	Engineering	\$ 662.00	Consulting and strategic planning for PW Team
05/27/2019	823594	Cop Construction Co	Water	\$ 298,241.51	WO 17-16 Fox Pump Station Improvements; Pmt 7
05/27/2019	823599	Crescent Electric Supply	Street/Traffic Oper	\$ 4,650.00	S506394270 PO NUM 308301
05/27/2019	823599	Crescent Electric Supply	Street/Traffic Oper	\$ 36.06	S506534501 PO NUM 308302
05/27/2019	823599	Crescent Electric Supply	Street/Traffic Oper	\$ 123.70	S506534501
05/27/2019	823599	Crescent Electric Supply	Street/Traffic Oper	\$ (0.01)	S506390366.002
05/27/2019	823599	Crescent Electric Supply	Street/Traffic Oper	\$ 322.35	S506525785 PO NUM 308303
05/27/2019	823599	Crescent Electric Supply	Street/Traffic Oper	\$ 1,240.00	S506429270 PO NUM 308299
05/27/2019	823599	Crescent Electric Supply	Street/Traffic Oper	\$ 499.32	S506390366.002 PO NUM 308298
05/27/2019	823600	Crowley Fleck PLLP	General	\$ 6,000.00	Lobbyists April 2019
05/27/2019	823607	Dixie Petro-Chem	Water	\$ 3,712.00	Bulk Chlorine
05/27/2019	823608	Dorsey & Whitney Llp	Tax Increment N 27th	\$ 22,879.61	One Big Sky Center Legal Services May 2018 - March 2019
05/27/2019	823609	DOWL	Water	\$ 29,623.75	2018 Water & Sewer Sch 1 N 27th Watermain
05/27/2019	823609	DOWL	Storm Sewer	\$ 44,489.07	City County Drain Flood Mitigation

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/27/2019	823611	Downtown Billings BID	Downtown BID	\$ 4,025.71	Paid April, distributed May 2019
05/27/2019	823612	EBMS	City Health Ins Fund	\$ 1,440.00	June 2019 Fee Breakdown
05/27/2019	823612	EBMS	City Health Ins Fund	\$ 27,170.12	June 2019 Fee Breakdown
05/27/2019	823612	EBMS	City Health Ins Fund	\$ 53,488.77	June 2019 Fee Breakdown
05/27/2019	823612	EBMS	City Health Ins Fund	\$ 1,008.00	June 2019 Fee Breakdown
05/27/2019	823612	EBMS	City Health Ins Fund	\$ 1,624.50	June 2019 Fee Breakdown
05/27/2019	823612	EBMS	City Health Ins Fund	\$ 4,628.40	June 2019 Fee Breakdown
05/27/2019	823619	First American Title Co	CDBG	\$ 25,100.00	Crable, Helen / 4234 Stone Street-Rehab program
05/27/2019	823619	First American Title Co	CDBG	\$ 218.00	Crable, Helen / 4234 Stone Street-Rehab program
05/27/2019	823620	FirstMark Construction	Wastewater	\$ 16,541.64	11199-152; 340 Orchard Lane Sewer Service Repair
05/27/2019	823622	Forterra Concrete Products	Facilities Mngmt	\$ 13,830.58	Forterra Quotation for Billings Irrigation Ditch
05/27/2019	823622	Forterra Concrete Products	Facilities Mngmt	\$ 22,007.40	Forterra Quotation for Billings Irrigation Ditch
05/27/2019	823622	Forterra Concrete Products	Facilities Mngmt	\$ 27,834.51	Forterra Quotation for Billings Irrigation Ditch
05/27/2019	823622	Forterra Concrete Products	Facilities Mngmt	\$ 57,152.64	Forterra Quotation for Billings Irrigation Ditch
05/27/2019	823632	Guardian Security Inc	Library	\$ 10,121.76	Security Guard Service Invoice 395
05/27/2019	823634	HDR, Inc.	Wastewater	\$ 20,367.89	Hydrogen Sulfide Mitigation Plan
05/27/2019	823634	HDR, Inc.	Wastewater	\$ 125,838.47	WWTP Nutrient Upgrade Expansion & Improvements
05/27/2019	823634	HDR, Inc.	Wastewater	\$ 10,645.84	WRF Nutrient Recovery & Biosolids Facilities Plan
05/27/2019	823634	HDR, Inc.	Water	\$ 25,358.19	WO 19-12 West End Reservoir; 1200191367/1
05/27/2019	823634	HDR, Inc.	Water	\$ 2,072.86	Water Treatment Facility High Service Pump H2-2 Replacement
05/27/2019	823634	HDR, Inc.	Water	\$ 14,001.95	WO 18-23 Water Master Plan Update; 1200191025/4
05/27/2019	823634	HDR, Inc.	Wastewater	\$ 1,011.00	YELLOWSTONE RIVER SAMPLING & ANALYSIS PLAN
05/27/2019	823635	High Point Networks LLC	Library	\$ 4,995.00	Block Labor for Potential Firewall and DC Work
05/27/2019	823636	Hose & Rubber Supply Inc	Fleet	\$ 226.49	E21855.002 PO NUM 308317
05/27/2019	823636	Hose & Rubber Supply Inc	Wastewater	\$ 423.16	E23-622-001; FILL HOSE FOR JET TRUCKS
05/27/2019	823636	Hose & Rubber Supply Inc	Solid Waste	\$ 390.80	E23558.001
05/27/2019	823636	Hose & Rubber Supply Inc	Water	\$ 24.77	E24237-001; BELTS FOR AHU
05/27/2019	823636	Hose & Rubber Supply Inc	Street/Traffic Oper	\$ 274.17	E24548.001
05/27/2019	823636	Hose & Rubber Supply Inc	Solid Waste	\$ 549.57	E24794.001
05/27/2019	823636	Hose & Rubber Supply Inc	Street/Traffic Oper	\$ 29.97	connector to repair unit 1239
05/27/2019	823636	Hose & Rubber Supply Inc	Water	\$ 1,562.57	E24656.001
05/27/2019	823636	Hose & Rubber Supply Inc	Solid Waste	\$ 516.48	E24897.001
05/27/2019	823636	Hose & Rubber Supply Inc	Solid Waste	\$ 43.16	E24882.001
05/27/2019	823636	Hose & Rubber Supply Inc	Solid Waste	\$ 221.68	E24782.001
05/27/2019	823636	Hose & Rubber Supply Inc	Solid Waste	\$ 343.31	E24841.001
05/27/2019	823637	laff	Payroll Clearing	\$ 4,683.09	Payroll Summary
05/27/2019	823638	Idexx Distribution Inc.	Water	\$ 4,337.09	3046739908; SUPPLIES FOR MICRO
05/27/2019	823639	Ingram Library Services	Library	\$ 21.99	39684150
05/27/2019	823639	Ingram Library Services	Library	\$ 169.02	39953416
05/27/2019	823639	Ingram Library Services	Library	\$ 16.52	39953416
05/27/2019	823639	Ingram Library Services	Library	\$ 67.20	39953417

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/27/2019	823639	Ingram Library Services	Library	\$ 67.52	39953417
05/27/2019	823639	Ingram Library Services	Library	\$ 33.25	39953417
05/27/2019	823639	Ingram Library Services	Library	\$ 28.89	39953417
05/27/2019	823639	Ingram Library Services	Library	\$ 16.52	39953419
05/27/2019	823639	Ingram Library Services	Library	\$ 17.70	39953419
05/27/2019	823639	Ingram Library Services	Library	\$ 33.04	39953418
05/27/2019	823639	Ingram Library Services	Library	\$ 8.97	39953418
05/27/2019	823639	Ingram Library Services	Library	\$ 12.97	39953414
05/27/2019	823639	Ingram Library Services	Library	\$ 20.04	39953414
05/27/2019	823639	Ingram Library Services	Library	\$ 118.16	39953415
05/27/2019	823639	Ingram Library Services	Library	\$ 5.99	39953415
05/27/2019	823639	Ingram Library Services	Library	\$ 288.95	40090157
05/27/2019	823639	Ingram Library Services	Library	\$ 5.99	40090157
05/27/2019	823639	Ingram Library Services	Library	\$ 37.21	40090157
05/27/2019	823639	Ingram Library Services	Library	\$ 80.95	40090158
05/27/2019	823639	Ingram Library Services	Library	\$ 67.82	40090156
05/27/2019	823639	Ingram Library Services	Library	\$ 66.18	40090156
05/27/2019	823639	Ingram Library Services	Library	\$ 11.99	40090155
05/27/2019	823639	Ingram Library Services	Library	\$ 16.52	40090159
05/27/2019	823639	Ingram Library Services	Library	\$ 96.70	40090160
05/27/2019	823639	Ingram Library Services	Library	\$ 51.91	40090161
05/27/2019	823639	Ingram Library Services	Library	\$ 156.48	40090162
05/27/2019	823639	Ingram Library Services	Library	\$ 54.98	40090163
05/27/2019	823639	Ingram Library Services	Library	\$ 71.10	40090163
05/27/2019	823639	Ingram Library Services	Library	\$ 190.16	40090163
05/27/2019	823639	Ingram Library Services	Library	\$ 87.41	40090163
05/27/2019	823639	Ingram Library Services	Library	\$ 22.00	40090163
05/27/2019	823639	Ingram Library Services	Library	\$ 62.00	40090163
05/27/2019	823639	Ingram Library Services	Library	\$ 31.41	40090164
05/27/2019	823639	Ingram Library Services	Library	\$ 15.93	40090154
05/27/2019	823639	Ingram Library Services	Library	\$ 14.72	40090154
05/27/2019	823639	Ingram Library Services	Library	\$ 37.96	40086005
05/27/2019	823639	Ingram Library Services	Library	\$ 84.00	39991131
05/27/2019	823639	Ingram Library Services	Library	\$ 17.40	39991130
05/27/2019	823639	Ingram Library Services	Library	\$ 15.92	39991129
05/27/2019	823639	Ingram Library Services	Library	\$ 10.20	39953422
05/27/2019	823639	Ingram Library Services	Library	\$ 79.72	39953421
05/27/2019	823639	Ingram Library Services	Library	\$ 288.67	39953421
05/27/2019	823639	Ingram Library Services	Library	\$ 64.76	39953420
05/27/2019	823639	Ingram Library Services	Library	\$ 16.52	40090165
05/27/2019	823639	Ingram Library Services	Library	\$ 56.61	40090166

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05/27/2019	823640	Insight Public Sector	General	\$ 114.75	2 for Code Enforcement
05/27/2019	823640	Insight Public Sector	Building Inspection	\$ 631.14	11 for Building
05/27/2019	823640	Insight Public Sector	Street/Traffic Oper	\$ 57.38	PW- 48 total \$2754.11
05/27/2019	823640	Insight Public Sector	Street/Traffic Oper	\$ 286.89	PW- 48 total \$2754.12
05/27/2019	823640	Insight Public Sector	Water	\$ 631.15	PW- 48 total \$2754.13
05/27/2019	823640	Insight Public Sector	Water	\$ 114.75	PW- 48 total \$2754.14
05/27/2019	823640	Insight Public Sector	Water	\$ 803.28	PW- 48 total \$2754.15
05/27/2019	823640	Insight Public Sector	Wastewater	\$ 631.15	PW- 48 total \$2754.16
05/27/2019	823640	Insight Public Sector	Solid Waste	\$ 229.51	PW- 48 total \$2754.17
05/27/2019	823640	Insight Public Sector	Public Safety	\$ 5,871.94	PW- 48 total \$2754.18
05/27/2019	823640	Insight Public Sector	Public Safety	\$ 332.37	PW- 48 total \$2754.19
05/27/2019	823640	Insight Public Sector	Public Safety	\$ 1,495.69	PW- 48 total \$2754.20
05/27/2019	823643	Interstate Power Systems	Transit	\$ 1,622.52	C007049345:01 PO NUM 308284
05/27/2019	823643	Interstate Power Systems	Transit	\$ 222.26	C007049390:01 PO NUM 308246
05/27/2019	823643	Interstate Power Systems	Transit	\$ 1,389.75	C007049345:01
05/27/2019	823644	J & J Concrete Inc.	Gas Tax	\$ 18,900.93	WO 18-02 Misc Developer
05/27/2019	823644	J & J Concrete Inc.	#N/A	\$ 20,523.90	WO 18-02 Misc Developer
05/27/2019	823647	Jim & Tracys Alignment	Transit	\$ 3,143.21	60491
05/27/2019	823653	Knife River	Street/Traffic Oper	\$ 416.63	3/8" chips
05/27/2019	823653	Knife River	Street/Traffic Oper	\$ 193.00	1 1/2" crushed base
05/27/2019	823653	Knife River	Street/Traffic Oper	\$ 492.27	asphalt
05/27/2019	823653	Knife River	Street/Traffic Oper	\$ 893.05	1 1/2" crushed base
05/27/2019	823653	Knife River	Street/Traffic Oper	\$ 1,709.22	asphalt
05/27/2019	823653	Knife River	Street/Traffic Oper	\$ 558.25	1 1/2" crushed case
05/27/2019	823653	Knife River	Street/Traffic Oper	\$ 221.65	1 1/2" crushed base
05/27/2019	823653	Knife River	Street/Traffic Oper	\$ 243.39	asphalt
05/27/2019	823653	Knife River	Street/Traffic Oper	\$ 372.10	asphalt
05/27/2019	823653	Knife River	Street/Traffic Oper	\$ 1,000.36	3/4" and 1 1/2" crushed base
05/27/2019	823653	Knife River	Street/Traffic Oper	\$ 1,462.78	asphalt
05/27/2019	823655	L N Curtis and Sons	Airport	\$ 4,832.00	Invoice #279545. Firefighter Turnout Coats
05/27/2019	823655	L N Curtis and Sons	Airport	\$ 3,660.00	Invoice #278908. Firefighter Turnout Pants
05/27/2019	823658	Land Design Inc	Street/Traffic Oper	\$ 35,190.00	WO 19-44 Shiloh Roundabouts Landscaping; 015615/1
05/27/2019	823663	Mailing Technical Services	Central Services	\$ 5,328.41	Postage Fund (weekly bills)
05/27/2019	823663	Mailing Technical Services	Library	\$ 673.50	Mail service Library 3/31/19-4/30/19
05/27/2019	823663	Mailing Technical Services	Water	\$ 8,575.75	2215; INK, FOLDING, POSTAGE, PRINTING
05/27/2019	823663	Mailing Technical Services	Wastewater	\$ 5,717.17	2215; INK, FOLDING, POSTAGE, PRINTING
05/27/2019	823666	Marra, Evenson & Levine	Property Ins	\$ 2,735.90	Meadowlark Mobile Home Park liability claim
05/27/2019	823671	MJR Industries Inc	Airport	\$ 4,046.25	Remove and install bag belt and new Frontier counter space
05/27/2019	823674	Montana CS&ED	Payroll Clearing	\$ 3,496.55	Payroll Summary
05/27/2019	823675	Montana Dakota Utilities	Airport	\$ 111.38	283 116 0655 3. IP-12 Alpine. May 2019
05/27/2019	823675	Montana Dakota Utilities	Public Safety	\$ 16.46	062 907 9494 7

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05/27/2019	823675	Montana Dakota Utilities	CDBG	\$ 10.17	FORECLOSURE Program - 215 19th St W
05/27/2019	823675	Montana Dakota Utilities	Public Safety	\$ 497.43	169 233 1000 3
05/27/2019	823675	Montana Dakota Utilities	Airport	\$ 68.83	295 5810 1000 4. Aero Interiors. May 2019
05/27/2019	823675	Montana Dakota Utilities	Airport	\$ 88.21	160 723 3573 6. USDA. May 2019
05/27/2019	823675	Montana Dakota Utilities	Library	\$ 1,083.70	219 924 4851 0
05/27/2019	823675	Montana Dakota Utilities	Wastewater	\$ 6,033.68	293 780 1000 2
05/27/2019	823675	Montana Dakota Utilities	Airport	\$ 368.25	129 573 1000 1. Mud Wash. May 2019
05/27/2019	823675	Montana Dakota Utilities	Airport	\$ 66.11	229 573 1000 0. Detail Bay 1 Hertz. May 2019
05/27/2019	823675	Montana Dakota Utilities	Wastewater	\$ 3,016.83	293 780 1000 2
05/27/2019	823675	Montana Dakota Utilities	Airport	\$ 912.52	889 373 1000 6. Car Wash. May 2019
05/27/2019	823675	Montana Dakota Utilities	Wastewater	\$ 3,016.84	293 780 1000 2
05/27/2019	823675	Montana Dakota Utilities	Airport	\$ 169.04	185 580 1000 7. TSA Building. May 2019
05/27/2019	823675	Montana Dakota Utilities	Airport	\$ 411.37	285 580 1000 6
05/27/2019	823675	Montana Dakota Utilities	Airport	\$ 66.11	629 573 1000 6. Detail Bay 2 National/Alamo. May 2019
05/27/2019	823675	Montana Dakota Utilities	Water	\$ 11.51	373 580 1000 9
05/27/2019	823675	Montana Dakota Utilities	Airport	\$ 45.64	329 573 1000 9. Detail Bay 3 Enterprise. May 2019
05/27/2019	823675	Montana Dakota Utilities	Water	\$ 11.50	373 580 1000 9
05/27/2019	823675	Montana Dakota Utilities	Airport	\$ 55.35	429 573 1000 8. Detail Bay 4 Avis/Budget. May 2019
05/27/2019	823675	Montana Dakota Utilities	General	\$ 90.81	437 780 1000 9
05/27/2019	823675	Montana Dakota Utilities	General	\$ 70.43	501 473 1000 2
05/27/2019	823675	Montana Dakota Utilities	Airport	\$ 21.94	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. May 2019
05/27/2019	823675	Montana Dakota Utilities	Public Safety	\$ 66.07	514 117 0478 9
05/27/2019	823675	Montana Dakota Utilities	Public Safety	\$ 212.36	533 653 1000 1
05/27/2019	823675	Montana Dakota Utilities	Water	\$ 55.35	541 380 1000 1
05/27/2019	823675	Montana Dakota Utilities	P.W. Admin	\$ 44.64	595 373 1000 1
05/27/2019	823675	Montana Dakota Utilities	Transit	\$ 827.75	962 880 1000 0
05/27/2019	823675	Montana Dakota Utilities	Facilities Mngmt	\$ 1,390.32	929 780 1000 4
05/27/2019	823675	Montana Dakota Utilities	Water	\$ 37.40	921 580 1000 6
05/27/2019	823675	Montana Dakota Utilities	Public Safety	\$ 233.91	885 880 1000 4
05/27/2019	823675	Montana Dakota Utilities	Wastewater	\$ 34.54	735 453 1000 2
05/27/2019	823675	Montana Dakota Utilities	Parking	\$ 17.01	717 353 1000 6
05/27/2019	823675	Montana Dakota Utilities	Engineering	\$ 66.95	595 373 1000 1
05/27/2019	823675	Montana Dakota Utilities	Airport	\$ 5,829.64	595 580 1000 1
05/27/2019	823675	Montana Dakota Utilities	Airport	\$ 669.50	706 580 1000 7
05/27/2019	823675	Montana Dakota Utilities	Wastewater	\$ 36.87	596 733 1000 5
05/27/2019	823676	MT Dept Of Enviro Quality	Wastewater	\$ 140.00	Operator license Bradley and Krizek
05/27/2019	823676	MT Dept of Enviro Quality	Storm Sewer	\$ 2,850.00	Outfall charge with 25% discount
05/27/2019	823677	MT Dept Of Transportation	Water	\$ 12,282.99	15006 5/20/19; 27TH ST - 1ST AVE TO AIRPORT
05/27/2019	823677	MT Dept Of Transportation	Wastewater	\$ 1,364.78	15006 5/20/19; 27TH ST - 1ST AVE TO AIRPORT
05/27/2019	823678	MT Municipal Interlocal	Property Ins	\$ 64,353.46	Deductible Recovery Invoice May 2019 #419002
05/27/2019	823681	Montana State Fireman	Payroll Clearing	\$ 4,163.49	Payroll Summary

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05/27/2019	823682	Morrison Maierle Inc	Water	\$ 26,496.38	WO1815 Voelker Pump Station Improvements
05/27/2019	823682	Morrison Maierle Inc	Wastewater	\$ 10,026.97	WO1901 2019 Water/Sewer Replacement Project
05/27/2019	823683	MPPA	Payroll Clearing	\$ 3,404.80	Payroll Summary
05/27/2019	823686	MT Waterworks	Water	\$ 440.00	28934; COUPLINGS FOR CURB BOXES
05/27/2019	823686	MT Waterworks	Water	\$ 4,518.00	7' FIRE HYDRANT - PUSH ON P/N: 8920144
05/27/2019	823688	Napa Auto Parts	Transit	\$ 115.96	3977-00-106725
05/27/2019	823688	Napa Auto Parts	Transit	\$ 370.48	3977-00-106862 PO NUM 308281
05/27/2019	823688	Napa Auto Parts	Transit	\$ 146.88	3977-00-108829 PO NUM 308289
05/27/2019	823688	Napa Auto Parts	Fleet	\$ 24.90	106592 PO NUM 308304
05/27/2019	823688	Napa Auto Parts	Street/Traffic Oper	\$ 19.19	106721
05/27/2019	823688	Napa Auto Parts	Fleet	\$ 27.00	106592 PO NUM 308304
05/27/2019	823688	Napa Auto Parts	Street/Traffic Oper	\$ (9.60)	106762
05/27/2019	823688	Napa Auto Parts	Transit	\$ 196.36	3977-00-106752
05/27/2019	823688	Napa Auto Parts	Transit	\$ 324.79	3977-00-107246 PO NUM 308281
05/27/2019	823688	Napa Auto Parts	Solid Waste	\$ 27.13	106930
05/27/2019	823688	Napa Auto Parts	Fleet	\$ 26.94	107816 PO NUM 308304
05/27/2019	823688	Napa Auto Parts	Transit	\$ 108.00	3977-00-107819 PO NUM 308281
05/27/2019	823688	Napa Auto Parts	Transit	\$ 196.36	3977-00-106756
05/27/2019	823688	Napa Auto Parts	Fleet	\$ 7.93	107189
05/27/2019	823688	Napa Auto Parts	Fleet	\$ 33.65	109053 PO NUM 308304
05/27/2019	823688	Napa Auto Parts	Transit	\$ 630.33	3977-00-106854
05/27/2019	823688	Napa Auto Parts	Public Safety	\$ 167.18	107210
05/27/2019	823688	Napa Auto Parts	Transit	\$ 75.39	3977-00-107948
05/27/2019	823688	Napa Auto Parts	Fleet	\$ 10.37	107744
05/27/2019	823688	Napa Auto Parts	Public Safety	\$ 30.23	107745
05/27/2019	823688	Napa Auto Parts	Wastewater	\$ 20.06	107699
05/27/2019	823688	Napa Auto Parts	Transit	\$ 233.32	3977-00-106862
05/27/2019	823688	Napa Auto Parts	Public Safety	\$ 36.68	109525
05/27/2019	823688	Napa Auto Parts	Public Safety	\$ 75.78	59566
05/27/2019	823688	Napa Auto Parts	Fleet	\$ 9.25	10401
05/27/2019	823688	Napa Auto Parts	General	\$ 42.65	108832
05/27/2019	823688	Napa Auto Parts	Public Safety	\$ 9.69	59708
05/27/2019	823688	Napa Auto Parts	General	\$ 4.06	108667
05/27/2019	823688	Napa Auto Parts	Fleet	\$ 2.28	108769
05/27/2019	823688	Napa Auto Parts	Building Inspection	\$ 30.37	108479
05/27/2019	823688	Napa Auto Parts	Public Safety	\$ 164.90	108362
05/27/2019	823688	Napa Auto Parts	General	\$ 542.23	108329
05/27/2019	823688	Napa Auto Parts	Solid Waste	\$ 12.58	107970
05/27/2019	823688	Napa Auto Parts	Public Safety	\$ 19.21	107816
05/27/2019	823688	Napa Auto Parts	Transit	\$ 30.99	3977-00-108085
05/27/2019	823691	NorMont Equipment	Street/Traffic Oper	\$ 2,770.00	emulsion for the road patcher machine

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05/27/2019	823691	NorMont Equipment	Street/Traffic Oper	\$ 359.85	bolts for telspar posts
05/27/2019	823691	NorMont Equipment	Street/Traffic Oper	\$ 3,228.75	broom wire for sweepers
05/27/2019	823692	Northwest Pipe Fittings	Street/Traffic Oper	\$ 52.82	coupling/insert/channel for 36th and grand roundabout
05/27/2019	823692	Northwest Pipe Fittings	Street/Traffic Oper	\$ 76.00	pvc end pipe for unit 1207
05/27/2019	823692	Northwest Pipe Fittings	Water	\$ 24.75	PIT ANTENNA WITH 6'CABLE
05/27/2019	823692	Northwest Pipe Fittings	Water	\$ 16,660.00	R-900 ENHANCED WALL RR
05/27/2019	823692	Northwest Pipe Fittings	Water	\$ 1,938.30	R-900 ENHANCED WALL RR
05/27/2019	823692	Northwest Pipe Fittings	Water	\$ 4,984.20	R900 MIU W/6' WIRE 13442- - 200 ENHANCED PIT
05/27/2019	823692	Northwest Pipe Fittings	Water	\$ 85.88	S06898
05/27/2019	823692	Northwest Pipe Fittings	Water	\$ 103.96	P/N: 2038240
05/27/2019	823692	Northwest Pipe Fittings	Water	\$ 279.60	1120873-1; CHEMICAL BUILDING PVC STOCK
05/27/2019	823692	Northwest Pipe Fittings	Water	\$ 4,153.15	1120873; STOCK SCH 80 FITTINGS-RESTOCKING SHOP
05/27/2019	823692	Northwest Pipe Fittings	Water	\$ 123.28	1122833; PENTAGON SOCKET
05/27/2019	823692	Northwest Pipe Fittings	Street/Traffic Oper	\$ 43.56	1126099
05/27/2019	823692	Northwest Pipe Fittings	Water	\$ 35.47	1131902; FITTING FOR TEMP PAC XFER SYSTEM
05/27/2019	823692	Northwest Pipe Fittings	Wastewater	\$ 129.04	1133023; MESH SANDCLOTH FOR INVENTORY
05/27/2019	823692	Northwest Pipe Fittings	Water	\$ 18,564.00	3/4" E-CODER WALL CU/FT METER W/RECPT
05/27/2019	823692	Northwest Pipe Fittings	Water	\$ 13,745.00	5/8" E-CODER WALL CU.FT. - METER W/RECPT
05/27/2019	823692	Northwest Pipe Fittings	Water	\$ 13,745.00	5/8" X 3/4" E-CODER WALL METER P/N: 2022305
05/27/2019	823692	Northwest Pipe Fittings	Water	\$ 163.50	P/N: 2038393
05/27/2019	823692	Northwest Pipe Fittings	Water	\$ 222.75	PIT ANTENNA WITH 6'CABLE - 12527-200
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 465.69	SILMD 9 Acct# 0712545-3
05/27/2019	823693	NorthWestern Energy	Street/Traffic Oper	\$ 11,800.53	Signal Bills 5.20.19
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 481.70	SILMD 8 Acct# 0712544-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,354.77	SILMD 17 Acct# 0712553-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 2,182.20	SILMD 14 Acct# 0721277-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 94.20	SILMD 18 Acct# 0712554-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 4,444.41	SILMD 13 Acct# 0721276-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,518.92	SILMD 10 Acct# 0712546-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 481.52	SILMD 95 Acct# 0712556-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 14,438.25	SILMD 97 Acct# 0712557-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,728.41	SILMD 99 Acct# 0712558-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 2,028.60	SILMD 100 Acct# 0712559-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,751.54	SILMD 107 Acct# 0712560-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 945.26	SILMD 114 Acct# 0712563-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 4,392.72	SILMD 109 Acct# 0712561-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 194.33	SILMD 113 Acct# 0712562-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 121.09	SILMD 119 Acct# 0712568-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 2,502.17	SILMD 121 Acct# 0712570-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 186.62	SILMD 122 Acct# 0712571-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 389.24	SILMD 125 Acct# 0712574-3

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05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 333.65	SILMD 123 Acct# 0712572-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 973.09	SILMD 124 Acct# 0712573-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 222.41	SILMD 115 Acct# 0712564-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 583.83	SILMD 116 Acct# 0712565-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 3,168.40	SILMD 117 Acct# 0712566-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 200.32	SILMD 118 Acct# 0712567-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 596.20	SILMD 134 Acct# 0712582-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 513.23	SILMD 135 Acct# 0712583-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 472.63	SILMD 136 Acct# 0712584-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 363.69	SILMD 137 Acct# 0712585-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 750.65	SILMD 138 Acct# 0712586-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 250.21	SILMD 139 Acct# 0712587-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 583.83	SILMD 143 Acct# 0712588-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 27.78	SILMD 144 Acct# 0712589-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 466.56	SILMD 145 Acct# 0712590-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 361.43	SILMD 146 Acct# 0712591-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 436.55	SILMD 147 Acct# 0712592-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,473.56	SILMD 149 Acct# 0712593-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 746.52	SILMD 150 Acct# 0712594-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 639.45	SILMD 151 Acct# 0712595-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 4,254.83	SILMD 152 Acct# 0712596-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 536.56	SILMD 153 Acct# 0712597-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,213.07	SILMD 154 Acct# 0712598-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 500.43	SILMD 155 Acct# 0712599-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 909.81	SILMD 157 Acct# 0712600-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 806.25	SILMD 158 Acct# 0712601-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 957.28	SILMD 159 Acct# 0712602-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 722.85	SILMD 160 Acct# 0712603-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,049.80	SILMD 161 Acct# 0712604-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 46.08	SILMD 162 Acct# 0712605-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 675.28	SILMD 163 Acct# 0712606-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 373.23	SILMD 164 Acct# 0712607-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 889.67	SILMD 165 Acct# 0712608-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 262.52	SILMD 167 Acct# 0712609-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 559.87	SILMD 171 Acct# 0712610-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 596.21	SILMD 172 Acct# 0712611-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,312.50	SILMD 173 Acct# 0712612-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,102.51	SILMD 174 Acct# 0712613-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 326.62	SILMD 175 Acct# 0712614-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 32.93	SILMD 176 Acct# 0712615-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 256.63	SILMD 178 Acct# 0712616-2

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05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 513.23	SILMD 179 Acct# 0712617-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 393.78	SILMD 180 Acct# 0712618-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,695.90	SILMD 181 Acct# 0712619-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 656.25	SILMD 182 Acct# 0712620-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,312.52	SILMD 183 Acct# 0712621-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 419.97	SILMD 184 Acct# 0712622-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 139.99	SILMD 185 Acct# 0712623-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 650.67	SILMD 186 Acct# 0712624-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 233.29	SILMD 187 Acct# 0712625-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 279.96	SILMD 188 Acct# 0712626-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 262.52	SILMD 189 Acct# 0712627-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,213.07	SILMD 190 Acct# 0712628-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 468.94	SILMD 191 Acct# 0712629-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 341.28	SILMD 192 Acct# 0712630-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 840.02	SILMD 193 Acct# 0712631-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 285.39	SILMD 194 Acct# 0712632-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 228.29	SILMD 195 Acct# 0712633-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 73.45	SILMD 196 Acct# 0712634-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 73.45	SILMD 197 Acct# 0712635-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 116.68	SILMD 198 Acct# 0712636-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 84.39	SILMD 200 Acct# 0712637-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 551.26	SILMD 201 Acct# 0712638-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 605.32	SILMD 202 Acct# 0712639-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 19.59	SILMD 203 Acct# 0712640-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 387.72	SILMD 204 Acct# 0712641-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 26.31	SILMD 205 Acct# 0712642-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 358.10	SILMD 206 Acct# 0712643-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 419.97	SILMD 207 Acct# 0712644-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 254.27	SILMD 208 Acct# 0712645-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 536.56	SILMD 209 Acct# 0712646-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 88.14	SILMD 210 Acct# 0712647-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 48.98	SILMD 211 Acct# 0712648-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 48.98	SILMD 212 Acct# 0712649-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 29.38	SILMD 213 Acct# 0712650-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 375.68	SILMD 214 Acct# 0712651-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 157.51	SILMD 216 Acct# 0712652-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 369.90	SILMD 217 Acct# 0712653-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 263.42	SILMD 220 Acct# 0712654-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 6.59	SILMD 221 Acct# 0712655-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 77.36	SILMD 222 Acct# 0712656-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 117.52	SILMD 223 Acct# 0712657-6

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05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,997.13	SILMD 224 Acct# 0712658-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 372.14	SILMD 225 Acct# 0712659-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 314.42	SILMD 226 Acct# 0712660-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 636.13	SILMD 227 Acct# 0712661-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 806.25	SILMD 228 Acct# 0712662-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 417.06	SILMD 229 Acct# 0712663-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 973.08	SILMD 230 Acct# 0712664-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 583.83	SILMD 231 Acct# 0712665-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 2,795.87	SILMD 232 Acct# 0712666-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 862.37	SILMD 233 Acct# 0712667-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 480.88	SILMD 234 Acct# 0712668-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 537.97	SILMD 235 Acct# 0712669-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 171.23	SILMD 236 Acct# 0712670-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 446.23	SILMD 237 Acct# 0712671-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 13.16	SILMD 238 Acct# 0712672-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 93.31	SILMD 239 Acct# 0712673-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 410.96	SILMD 240 Acct# 0712674-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 685.63	SILMD 241 Acct# 0712675-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 83.41	SILMD 242 Acct# 0712676-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 111.20	SILMD 244 Acct# 0712677-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 94.82	SILMD 245 Acct# 0712678-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 333.65	SILMD 246 Acct# 0712679-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 993.52	SILMD 247 Acct# 0712680-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 2,702.47	SILMD 248 Acct# 0712681-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 2,752.40	SILMD 249 Acct# 0718734-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 205.48	SILMD 250 Acct# 0719001-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 4,362.65	SILMD 251 Acct# 0718801-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 614.47	SILMD 252 Acct# 0719162-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 2,141.53	SILMD 253 Acct# 0719644-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 154.71	SILMD 254 Acct# 0719763-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 175.12	SILMD 255 Acct# 0720813-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 915.37	SILMD 257 Acct# 0720360-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 2,636.45	SILMD 258 Acct# 0720606-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,404.61	SILMD 259 Acct# 0720810-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 500.43	SILMD 261 Acct# 0720705-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 3,484.81	SILMD 262 Acct# 0720937-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 976.90	SILMD 263 Acct# 0720716-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 168.78	SILMD 264 Acct# 0721427-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 389.59	SILMD 265 Acct# 0721556-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 44.55	SILMD 266 Acct# 0721684-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 449.99	SILMD 270 Acct# 0906944-4

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05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,105.46	SILMD 271 Acct# 0995095-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 2,856.47	SILMD 272 Acct# 0905005-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 224.13	SILMD 273 Acct# 0926386-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 488.39	SILMD 276 Acct# 0961926-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 859.78	SILMD 277 Acct# 1058710-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 216.88	SILMD 278 Acct# 1087619-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 59.38	SILMD 279 Acct# 1124127-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 710.11	SILMD 280 Acct# 1045653-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 451.11	SILMD 283 Acct# 1172743-5
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 327.72	SILMD 285 Acct# 1206985-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 246.17	SILMD 286 Acct# 1296582-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,971.71	SILMD 288 Acct# 1303978-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 228.84	SILMD 289 Acct# 1685375-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 128.42	SILMD 290 Acct# 1433921-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 675.93	SILMD 292 Acct# 1481532-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 262.52	SILMD 293 Acct# 1481534-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 524.99	SILMD 294 Acct# 1481535-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 122.91	SILMD 295 Acct# 1481536-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,391.25	SILMD 296 Acct# 1481537-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 236.26	SILMD 297 Acct# 1481539-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 210.02	SILMD 298 Acct# 1481540-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 447.76	SILMD 300 Acct# 1662840-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 5,538.74	SILMD 301 Acct# 1687005-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 244.66	SILMD 302 Acct# 1607534-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 814.04	SILMD 305 Acct# 1695873-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 176.93	SILMD 306 Acct# 1740353-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 2,476.84	SILMD 307 Acct# 2049005-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 291.46	SILMD 308 Acct# 2072459-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 299.47	SILMD 309 Acct# 2001311-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 187.47	SILMD 310 Acct# 2060519-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 247.06	SILMD 311 Acct# 3014475-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 230.82	SILMD 312 Acct# 3146127-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 359.83	SILMD 315 Acct# 3305804-1
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 1,221.95	SILMD 316 Acct# 3291842-7
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 87.17	SILMD 317 Acct# 3253826-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 863.51	SILMD 318 Acct# 3372018-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 56.78	SILMD 320 Acct# 0712569-3
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 353.63	SILMD 321 Acct# 3338917-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 70.18	SILMD 322 Acct# 3402033-9
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 400.98	SILMD 323 Acct# 3597170-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 272.75	SILMD 324 Acct# 1246537-3

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05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 214.11	SILMD 325 Acct# 3587598-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 699.84	SILMD 127 Acct# 0712576-8
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 194.64	SILMD 126 Acct# 0712575-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 489.88	SILMD 128 Acct# 0712577-6
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 333.65	SILMD 129 Acct# 0712578-4
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 118.69	SILMD 130 Acct# 0712579-2
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 861.88	SILMD 131 Acct# 0712580-0
05/27/2019	823693	NorthWestern Energy	Light Maintenance	\$ 220.38	SILMD 133 Acct# 0712581-8
05/27/2019	823694	NorthWestern Energy	Solid Waste	\$ 2,230.72	3252194-0
05/27/2019	823694	NorthWestern Energy	General	\$ 23.31	0723056-8
05/27/2019	823694	NorthWestern Energy	General	\$ 24.30	0789437-1
05/27/2019	823694	NorthWestern Energy	Street/Traffic Oper	\$ 6.06	0723645-8
05/27/2019	823694	NorthWestern Energy	Street/Traffic Oper	\$ 6.07	0723644-1
05/27/2019	823694	NorthWestern Energy	General	\$ 6.07	0723162-4
05/27/2019	823694	NorthWestern Energy	General	\$ 16.07	0723057-6
05/27/2019	823694	NorthWestern Energy	General	\$ 21.87	0723058-4
05/27/2019	823694	NorthWestern Energy	General	\$ 44.75	0723041-0
05/27/2019	823694	NorthWestern Energy	General	\$ 212.81	0723037-8
05/27/2019	823694	NorthWestern Energy	Airport	\$ 546.87	1669567-8. TSA Building. May 2019
05/27/2019	823694	NorthWestern Energy	General	\$ 7.60	0723036-0
05/27/2019	823694	NorthWestern Energy	Airport	\$ 194.60	3446396-8. USDA. May 2019
05/27/2019	823694	NorthWestern Energy	General	\$ 113.13	0723035-2
05/27/2019	823694	NorthWestern Energy	Airport	\$ 142.55	1138925-6. Aero Interiors. May 2019
05/27/2019	823694	NorthWestern Energy	General	\$ 12.15	0723055-0
05/27/2019	823694	NorthWestern Energy	General	\$ 96.63	0723050-1
05/27/2019	823694	NorthWestern Energy	General	\$ 101.15	0723048-5
05/27/2019	823694	NorthWestern Energy	General	\$ 116.59	0723044-4
05/27/2019	823694	NorthWestern Energy	General	\$ 52.17	0723042-8
05/27/2019	823694	NorthWestern Energy	Airport	\$ 316.25	0712809-3. IP-12 Alpine. May 2019
05/27/2019	823694	NorthWestern Energy	General	\$ 11.90	0722905-7
05/27/2019	823694	NorthWestern Energy	Airport	\$ 951.67	0712800-2. IP-9. May 2019
05/27/2019	823694	NorthWestern Energy	General	\$ 34.02	0722293-8
05/27/2019	823694	NorthWestern Energy	General	\$ 120.13	0722933-9
05/27/2019	823694	NorthWestern Energy	Airport	\$ 369.59	0712792-1. IP-7. May 2019
05/27/2019	823694	NorthWestern Energy	General	\$ 13.51	0722292-0
05/27/2019	823694	NorthWestern Energy	Airport	\$ 330.20	2001855-2. Detail Bay 2 National/Alamo. May 2019
05/27/2019	823694	NorthWestern Energy	General	\$ 44.75	0722285-4
05/27/2019	823694	NorthWestern Energy	Airport	\$ 74.14	2001867-7. Detail Bay 5 Thrifty/Dollar. May 2019
05/27/2019	823694	NorthWestern Energy	General	\$ 16.47	0722269-8
05/27/2019	823694	NorthWestern Energy	Airport	\$ 220.84	2001865-1. Detail Bay 4 Avis/Budget. May 2019
05/27/2019	823694	NorthWestern Energy	General	\$ 43.53	0722268-0

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05/27/2019	823694	NorthWestern Energy	Airport	\$ 280.39	2001862-8. Detail Bay 3 Enterprise. May 2019
05/27/2019	823694	NorthWestern Energy	General	\$ 77.86	0722266-4
05/27/2019	823694	NorthWestern Energy	Airport	\$ 1,697.60	0100484-5. ARFF Facility. May 2019
05/27/2019	823694	NorthWestern Energy	General	\$ 6.08	0722247-4
05/27/2019	823694	NorthWestern Energy	General	\$ 44.75	0722254-0
05/27/2019	823694	NorthWestern Energy	Airport	\$ 127.48	1647695-4. De Icer. May 2019
05/27/2019	823694	NorthWestern Energy	General	\$ 40.32	0722263-1
05/27/2019	823694	NorthWestern Energy	Airport	\$ 313.61	2001846-1. Mud Wash. May 2019
05/27/2019	823694	NorthWestern Energy	Airport	\$ 526.16	2001848-7. Detail Bay 1 Hertz. May 2019
05/27/2019	823694	NorthWestern Energy	General	\$ 105.64	0722255-7
05/27/2019	823694	NorthWestern Energy	Airport	\$ 1,682.21	1993430-6. Car Wash. May 2019
05/27/2019	823694	NorthWestern Energy	General	\$ 135.31	0722257-3
05/27/2019	823694	NorthWestern Energy	Airport	\$ 2,669.38	0100483-7. Runway Lights. May 2019
05/27/2019	823694	NorthWestern Energy	Radio	\$ 178.38	0721580-9
05/27/2019	823694	NorthWestern Energy	Airport	\$ 67.10	0719616-5. ARFF Facility Lights. May 2019
05/27/2019	823694	NorthWestern Energy	General	\$ 6.19	0722237-5
05/27/2019	823694	NorthWestern Energy	CDBG	\$ 2.44	930 Steffanich Dr-REHAB PROGRAM
05/27/2019	823694	NorthWestern Energy	Airport	\$ 66.84	3085107-5. Employee Parking. May 2019
05/27/2019	823694	NorthWestern Energy	Water	\$ 5,444.21	0100540-4
05/27/2019	823698	Public Utilities	Wastewater	\$ 3,471.75	111176
05/27/2019	823709	SHI International Corp	Information Resources	\$ 4,557.78	Term license with standard success plan 5GB/day
05/27/2019	823714	Sutphen Towers Inc.	Public Safety	\$ 2,807.87	1025676
05/27/2019	823717	Taylor Electric Inc	Transit	\$ 24,936.95	Lighting retrofit in MET Transit's Bus Barn
05/27/2019	823718	TC Sales & Service	Water	\$ 1,115.00	COUPLING ROD 862959 P/N: 862959
05/27/2019	823718	TC Sales & Service	Water	\$ 3,066.06	ROTOR # NDB4964884 P/N: NDB4964884
05/27/2019	823718	TC Sales & Service	Water	\$ 1,252.10	STATOR # NDB003793 P/N: NDB003793
05/27/2019	823718	TC Sales & Service	Water	\$ 38.00	NUT HEX M20 W/TAPPED HOLE FOR SET SCREW
05/27/2019	823719	Tele-Consultants, Inc	City County Planning	\$ 10,900.00	Non Motorized Trail Map
05/27/2019	823721	Thomas Appraisal	Water	\$ 4,500.00	Land appraisal on 48th Street West Westend Reservoir
05/27/2019	823722	Titan Machinery Inc	Street/Traffic Oper	\$ 6,789.05	12362791
05/27/2019	823722	Titan Machinery Inc	Wastewater	\$ 996.29	12373284
05/27/2019	823722	Titan Machinery Inc	Wastewater	\$ 238.09	12373284
05/27/2019	823722	Titan Machinery Inc	Street/Traffic Oper	\$ 47.00	12374716
05/27/2019	823722	Titan Machinery Inc	Wastewater	\$ 529.66	12395564
05/27/2019	823722	Titan Machinery Inc	Street/Traffic Oper	\$ 38.33	12374716
05/27/2019	823722	Titan Machinery Inc	Street/Traffic Oper	\$ 118.12	12367264
05/27/2019	823722	Titan Machinery Inc	Wastewater	\$ 730.00	12367255
05/27/2019	823722	Titan Machinery Inc	Street/Traffic Oper	\$ 2,338.30	12395566
05/27/2019	823725	Town & Country Supply	Transit	\$ 4,820.20	316855 PO NUM 308282
05/27/2019	823725	Town & Country Supply	Transit	\$ 13,556.54	316337 PO NUM 308282
05/27/2019	823725	Town & Country Supply	Fleet	\$ 17,324.97	316356 PO NUM 308291

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05/27/2019	823726	Tractor & Equipment	Fleet	\$ 7,710.00	B2684701 PO NUM 308308
05/27/2019	823726	Tractor & Equipment	Solid Waste	\$ 2,198.18	BLW00191351
05/27/2019	823728	Tyler Technologies	Public Safety	\$ 2,210.00	Qty.4 LE Dispatch Messaging/State NCIC and Qty.4 State Photo
05/27/2019	823728	Tyler Technologies	Public Safety	\$ 1,160.00	Customization for Case Vehicle Tab in Field Reporting -Police
05/27/2019	823732	Verizon Wireless	Airport	\$ 53.68	Airport
05/27/2019	823732	Verizon Wireless	Police Programs	\$ 425.56	CCSIU Cell/PTT
05/27/2019	823732	Verizon Wireless	Police Programs	\$ 214.91	CCSIU MDT
05/27/2019	823732	Verizon Wireless	Library	\$ 161.04	Library
05/27/2019	823732	Verizon Wireless	Public Safety	\$ 640.24	MDT Toughbooks
05/27/2019	823732	Verizon Wireless	Library	\$ 80.93	LBRY OTRCH Library Outreach
05/27/2019	823732	Verizon Wireless	Police Programs	\$ 80.02	CCSIU RAVEN
05/27/2019	823732	Verizon Wireless	Public Safety	\$ (48.90)	Police 406-671-3717
05/27/2019	823732	Verizon Wireless	Parking	\$ 26.97	Parking 406-690-5822
05/27/2019	823732	Verizon Wireless	Public Safety	\$ 80.02	Police iPad St John, Police iPad Lawrence
05/27/2019	823732	Verizon Wireless	Public Safety	\$ 40.01	Police MiFi 406-633-0820 406-598-6294
05/27/2019	823732	Verizon Wireless	Public Safety	\$ 40.01	Police US Marshall Toughbooks
05/27/2019	823732	Verizon Wireless	Water	\$ 310.19	PW Belknap Meter Shop
05/27/2019	823732	Verizon Wireless	Water	\$ 161.82	PWBLNP Comm-Meter CityWorks/Neptune
05/27/2019	823732	Verizon Wireless	Water	\$ 26.97	PWBLKNP Water Treatment Brian Risser 406-696-4245
05/27/2019	823732	Verizon Wireless	Street/Traffic Oper	\$ 53.94	PW-Streets 406-647-1377 iPad, 406-633-1991 iPad
05/27/2019	823732	Verizon Wireless	Engineering	\$ 134.85	PW-Engineering
05/27/2019	823732	Verizon Wireless	Street/Traffic Oper	\$ 161.82	PW-Streets City Works
05/27/2019	823732	Verizon Wireless	Solid Waste	\$ 107.88	PW-Solid Waste
05/27/2019	823732	Verizon Wireless	Solid Waste	\$ 429.30	Solid Waste Tablets -Routware
05/27/2019	823732	Verizon Wireless	Solid Waste	\$ 268.24	PW-SW-ON CALL Solid Waste On Call
05/27/2019	823732	Verizon Wireless	Water	\$ 80.91	PW-DIS-COLL Cityworks 60/40
05/27/2019	823732	Verizon Wireless	Wastewater	\$ 53.94	PW-DIS-COLL Cityworks 60/40
05/27/2019	823732	Verizon Wireless	Water	\$ 275.09	PW-Distribution Collection Tablets 60/40
05/27/2019	823732	Verizon Wireless	Wastewater	\$ 183.40	PW-Distribution Collection Tablets 60/40
05/27/2019	823732	Verizon Wireless	General	\$ 60.66	City Administrator 0100-13130-403450
05/27/2019	823732	Verizon Wireless	Solid Waste	\$ 26.97	PW Dozer Trimble Dozer
05/27/2019	823732	Verizon Wireless	Transit	\$ 308.27	MET AVL
05/27/2019	823734	Vulcan Industries	Wastewater	\$ 36,052.00	Purchase of Washer Compactor Housing
05/27/2019	823739	Wilbur Ellis Co	General	\$ 229.25	12596407 fertilizer
05/27/2019	823739	Wilbur Ellis Co	General	\$ 553.90	12596407 fertilizer
05/27/2019	823739	Wilbur Ellis Co	Parks Maintenance	\$ 171.90	12596407 fertilizer
05/27/2019	823739	Wilbur Ellis Co	Parks Maintenance	\$ 257.85	12596407 fertilizer
05/27/2019	823739	Wilbur Ellis Co	Parks Maintenance	\$ 66.85	12596407 fertilizer
05/27/2019	823739	Wilbur Ellis Co	Parks Maintenance	\$ 47.75	12596407 fertilizer
05/27/2019	823739	Wilbur Ellis Co	Parks Maintenance	\$ 200.50	12596407 fertilizer
05/27/2019	823739	Wilbur Ellis Co	General	\$ 229.25	fertilizer 12597611

Check Date	Check #	Name	Fund Name	Amount	Item Desc
05/27/2019	823739	Wilbur Ellis Co	General	\$ 553.90	fertilizer 12597611
05/27/2019	823739	Wilbur Ellis Co	Parks Maintenance	\$ 171.90	fertilizer 12597611
05/27/2019	823739	Wilbur Ellis Co	Parks Maintenance	\$ 257.85	fertilizer 12597611
05/27/2019	823739	Wilbur Ellis Co	Parks Maintenance	\$ 66.85	fertilizer 12597611
05/27/2019	823739	Wilbur Ellis Co	Parks Maintenance	\$ 47.75	fertilizer 12597611
05/27/2019	823739	Wilbur Ellis Co	Parks Maintenance	\$ 200.50	fertilizer 12597611
05/27/2019	823745	Yellowstone Animal Shelter	Public Safety	\$ 22,855.58	contract 4-22-19/5-21-19

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Public Hearing and Approval of Resolutions Approving and Adopting FY20 Budget

PRESENTED BY: Andy Zoeller

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

The attached resolution and exhibit provides for the formal adoption of the Fiscal Year 2020 budget. The proposed budget has been available for review since May 3, 2019. Seven (7) public presentations have been made regarding the proposed budget and the Council committed approximately 50 hours for this review. Section 2 of these resolutions allows the City Administrator to amend this budget for Debt Service Funds, Federal and State Grants, Special Assessment and donations accepted and approved by the City Council. The City Council authorizes issuing debt and acceptance of grants and donations, other than donations which are handled per administrative order. Approving budget amendments to allow these expenditures is therefore redundant. This delegation of authority is allowed by State Statutes.

NOTE: Staff anticipates revising the attached budget proposal based upon City Council work session discussions held on June 10th and June 17th. Upon completion of the June 17th meeting, a revised proposal and memo detailing any changes made will be attached to this staff memo.

ALTERNATIVES ANALYZED

The Council must hold a public hearing on June 24th and then may:

- Approve the resolutions; or
- Not approve the resolutions;
- Delay adoption of the resolutions

Delaying approval of the resolutions beyond July 1, 2019, may cause City departments to delay capital projects and purchasing some operating supplies or services. Not approving the resolutions may violate State law, which requires cities to adopt their budgets and to set tax levies no later than 30 days after receiving the Dept. of Revenue Certified Taxable Value Statement (approximately August 1).

FINANCIAL IMPACT

The resolution sets the spending limits for all City Funds. Amendments during the year are accomplished in exactly the same manner as the original adoption, with the few exceptions noted in the resolutions. The total budget for FY 2020 is \$379,171,025. The summary of the FY20 budget attachment (Exhibit A) is as follows:

General and Public Safety Funds	\$ 94,323,497
Special Revenue Funds	85,356,263

Debt Service Funds	4,954,052
Capital Project Funds	5,642,529
Enterprise Funds	158,714,870
Internal Service Funds	30,174,214
Permanent Fund	5,600
<hr/> Total	<hr/> \$ 379,171,025

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing on June 24th and approve the resolutions approving and adopting the FY20 Budget.

APPROVED BY CITY ADMINISTRATOR

Attachments

FY20 Budget Adoption Resolution
Exhibit A
FY20 Budget Adoption Memo



RESOLUTION NO. _____

**A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR
THE CITY OF BILLINGS, MONTANA FOR FISCAL YEAR 2020**

WHEREAS, the City Administrator of the City of Billings has regularly and lawfully submitted to the City Council of the City of Billings, Montana, the budget for Fiscal Year 2020; and

WHEREAS, the proper notice was published stating that said City Council has completed the PRELIMINARY MUNICIPAL BUDGET for said Fiscal Year, and that said budget has been placed on file and is open to inspection in the office of the City Clerk; and that said City Council would meet for the purpose of annually determining, approving and adopting the budget, and any taxpayer might appear and be heard.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the Expenditure Budget for Fiscal year 2020 as detailed in the budget report and as amended by the City Council and further detailed on EXHIBIT "A", be, and the same is hereby finally determined, approved, and adopted.

Section 2: That the City Administrator is authorized to amend this budget for the expenditure of additional funds from the following: Debt Service Funds, Federal, State Grants, special assessments and donations accepted and approved by the City Council.

PASSED AND APPROVED by the City Council this 24th day of June, 2019.

CITY OF BILLINGS:

BY: _____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise R. Bohlman, City Clerk

Exhibit A

**Original
Proposal**

Fund/Department

General Operating Fund:

Mayor & City Council	261,067
City Administrator	802,812
Human Resources	827,300
City Attorney	1,893,727
Municipal Court	1,524,850
Finance	1,528,704
Code Enforcement	585,985
Parks, Recreation & Public Lands	5,627,815
Non-Departmental	31,171,825
Council Contingency	65,000
Total General Fund	44,289,085

Public Safety Fund:

Police	27,362,499
Fire	22,671,913
Total Public Safety Fund	50,034,412

Special Revenue Fund:

South Tax Increment	29,564,814
East Tax Increment	887,071
North 27th Street Tax Increment	3,456,222
Gas Tax	4,556,881
Building Inspection	2,094,808
Street & Traffic Operating	10,042,906
Fire Programs	87,100
EOC 9-1-1 Grant	1,101,118
City/County Planning	1,875,729
City Attorney Grants	305,374
Municipal Court Grants	647,123
Police Programs	617,088
City County Library	3,902,621
Development Services Grants	1,447,433
Park Programs	54,315
Downtown Revolving Loan Program	419,480
Cemetery Improvement	66,950
Animal Shelter Donations	6,000
Street Maintenance Districts	8,961,213
Street Light Districts	2,923,276
Storm Sewer Operating	4,670,517
Park Maintenance District	992,608
Park District 1	695,626
Arterial Street Fees Operating	5,666,767
Amend Park	182,270
Ballfield Stadium Donations	130,789
Road Maintenance Dist	164
Total Special Revenue Fund	85,356,263

Exhibit A cont.

<u>Fund/Department</u>	<u>Original Proposal</u>
Debt Service Fund:	
Special Improvement Debt	1,078,800
Series 2010 Parks Debt	121,453
Series 2004A Street Debt	349,436
Storm Sewer Debt	1,013,649
Sidewalk, Curb & Gutter Debt	421,750
Series 2015 Baseball Refunding	763,684
Series 2012 Library	1,205,280
Total Debt Service Fund	4,954,052
Capital Projects Fund:	
Urban Renewal Land Development	62,742
Sidewalk Construction	1,221,300
Special Improvement Districts	2,691,000
Capital Replacement	1,666,987
Dog Park Construction	500
Park Construction Fund	-
Storm Sewer Construction	-
Total Capital Project Fund	5,642,529
Enterprise Fund:	
Water	37,260,629
Wastewater	35,530,109
Parking	1,843,571
Solid Waste	21,637,553
Airport	53,357,281
Transit	9,085,727
Total Enterprise Fund	158,714,870
Internal Service Fund:	
Fleet Services	1,975,124
Central Services	61,689
Information Resources	2,672,921
City Health Benefits	13,959,454
Central Telephone	798,469
Radio Communications	271,915
Property Insurance	2,425,024
Facilities Management	1,870,294
Public Works Administration	2,921,442
Public Works Engineering	3,217,882
Total Internal Service Fund	30,174,214
Permanent Fund	
Cemetery Perpetual Care	5,600
Total Permanent Fund	5,600
Total All Funds	379,171,025



FROM THE DESK OF ANDY ZOELLER

Finance Director
 PO Box 1178
 Billings, MT 59103
 (406) 657-8207 FAX (406) 247-8608
 email: zoellera@billingsmt.gov

MEMORANDUM

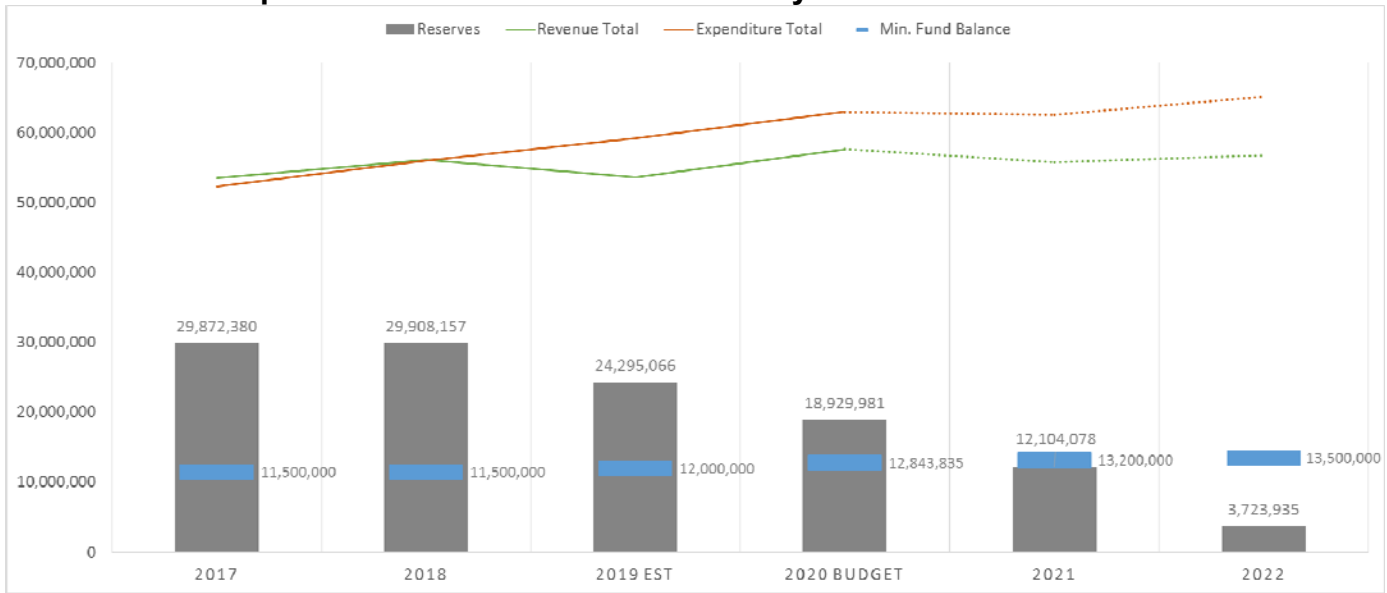
To: Honorable Mayor and City Council
CC: Chris Kukulski, City Administrator
Date: June 24, 2019
Subject: FY20 Budget Adoption

Based upon the budget discussions that occurred at the City Council Work Sessions on June 10th and June 17th, 2019, City staff has compiled a list of potential budget modifications for City Council. In an effort to aid Council in the FY20 budget adoption process I have numbered each item that was discussed so that a motion to amend the budget can be more easily made. The items listed as potential modifications will impact the General, Public Safety, Parks Programs, and Park District 1 funds.

Budget Modification Number	Description
1	This incorporates all items that previously referred to as 'Minimal' impact cuts, except for items related to Park District 1. The only additional item reflected here, which hasn't been seen before, is a modification of the General Fund transfer to the Public Safety Fund. Because many of the 'Minimal' cuts were reductions in Public Safety Fund budgets, the General Fund transfer amount can be reduced by an equivalent amount. This will have no impact on the use of reserves, but is necessary to ensure the accounting is done correctly.
2	This incorporates all items previously referred to as 'Moderate' impact cuts. The only additional item reflected here, which hasn't been seen before, is a modification of the General Fund transfer to the Public Safety Fund. Because many of the 'Moderate' cuts were reductions in Public Safety Fund budgets, the General Fund transfer amount can be reduced by an equivalent amount. This will have no impact on the use of reserves, but is necessary to ensure the accounting is done correctly.
3	This would eliminate the \$35,000 remaining in Council Contingency, if budget modification number 1 was approved.
Items 4-6	These would increase the budget for the specific costs associated with the National Citizen Survey, initial

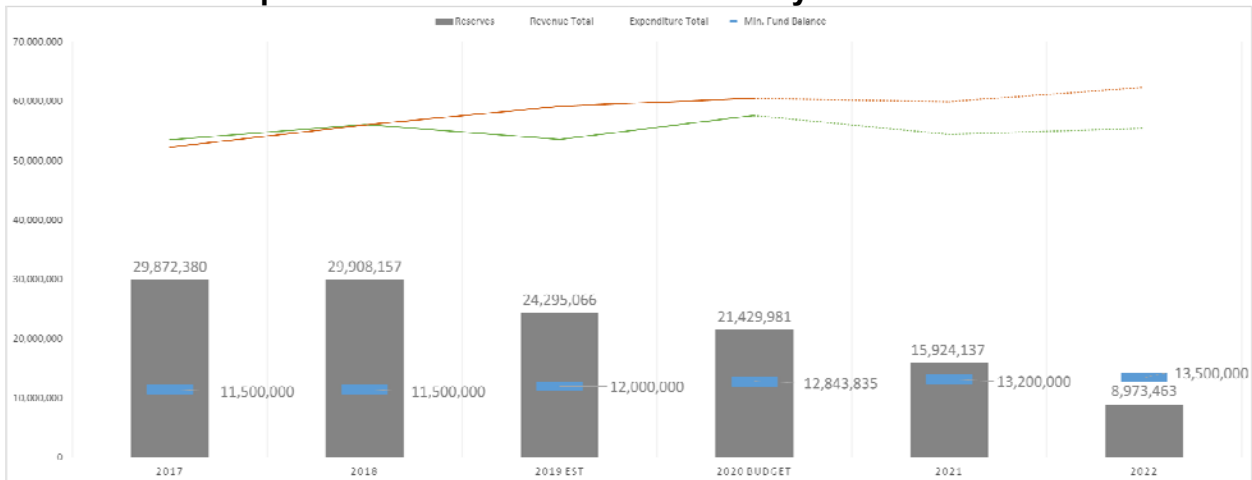
	assessment costs for Lean Six Sigma, and an additional amount for Community Safety/Addiction needs
Items 7-8	These amounts would increase the Parks Programs and Park District 1 funds to authorize the budget amounts needed to complete the FY20 Parks CIP.
9	This would move \$2.5 million of the Parks & Rec budget into PD1. This amount is equivalent to the revenue loss associated with the Franchise Fee that occurred in FY19. It would be recommended to Council to move the remaining Parks & Rec budget to PD1 in future years.
10	This would move the entire Parks & Rec budget into PD1 this year. For FY20 the expenses amount to \$5.6 million with an associated budgeted revenue of \$1.2 million. This would require a PD1 assessment to be set at a rate that would generate an additional \$4.4 million over the prior year.

Chart 1: Proposed FY20 General & Public Safety Fund with Amendments 1-8



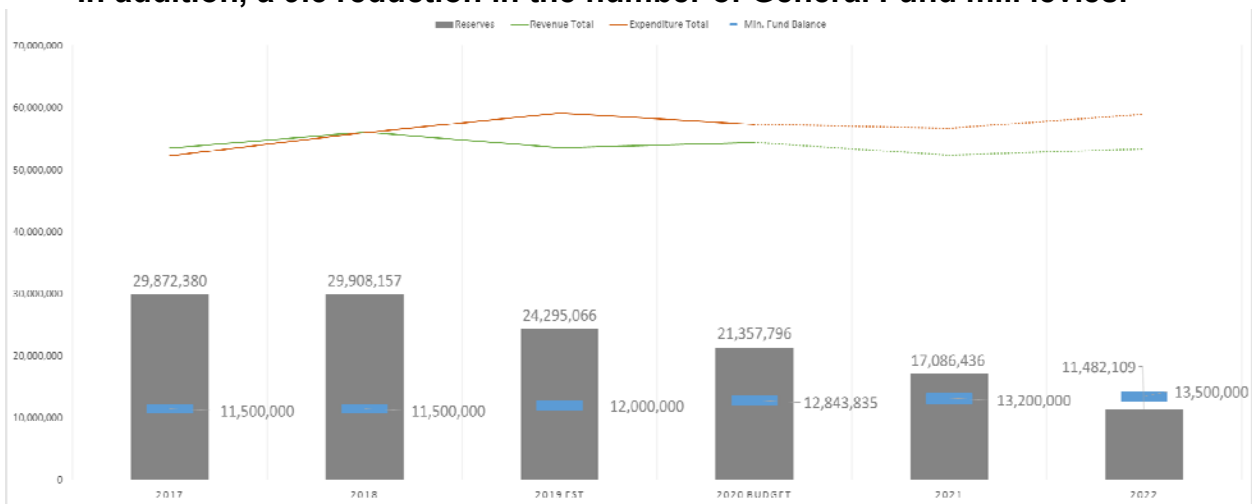
This graphic depicts what the General & Public Safety Funds will look like if the proposed amendments number 1-8 were approved by City Council. Selecting these options would require use of General Fund reserves in the amount of \$5.3M for FY20. Under this scenario, the City would be below minimum reserves in FY21.

Chart 2: Proposed FY20 General & Public Safety Fund with Amendments 1-9



This graphic depicts what the General & Public Safety Funds will look like if the proposed amendments number 1-9 were approved by City Council. Selecting these options would require use of General Fund reserves in the amount of \$2.8M for FY20. Under this scenario, the City would be below minimum reserves in FY22. In a slight change from prior graphs, this only depicts moving \$2.5M to PD1 in FY20, and does not anticipate moving other portions in the future.

Chart 3: Proposed FY20 General & Public Safety Fund with Amendment 1-8 & 10. In addition, a 9.5 reduction in the number of General Fund mill levies.



This graphic depicts what the General & Public Safety Funds will look like if the proposed amendments number 1-8 & 10 were approved by City Council. Selecting these options would require use of General Fund reserves in the amount of \$2.9M for FY20. Under this scenario, the City would be below minimum reserves during FY22. This scenario also depicts a 9.5 mill reduction in General Fund mill levy occurring in FY20, with no increase in future years.

Conclusion

Staff is providing the attached list of potential modifications for City Council to utilize when making amendments to the FY20 Proposed Budget. This will help aid the staff, citizens, and Council to clearly understand what is being voted upon. With that in mind, Staff recommends the following language for City Council when making a motion for budget adoption: *I make a motion to adopt the proposed FY20 budget resolution with the following amendments, number(s).....*

Suggested Language: "I make a motion to adopt the proposed FY20 budget resolution with the following amendments, number(s)....."

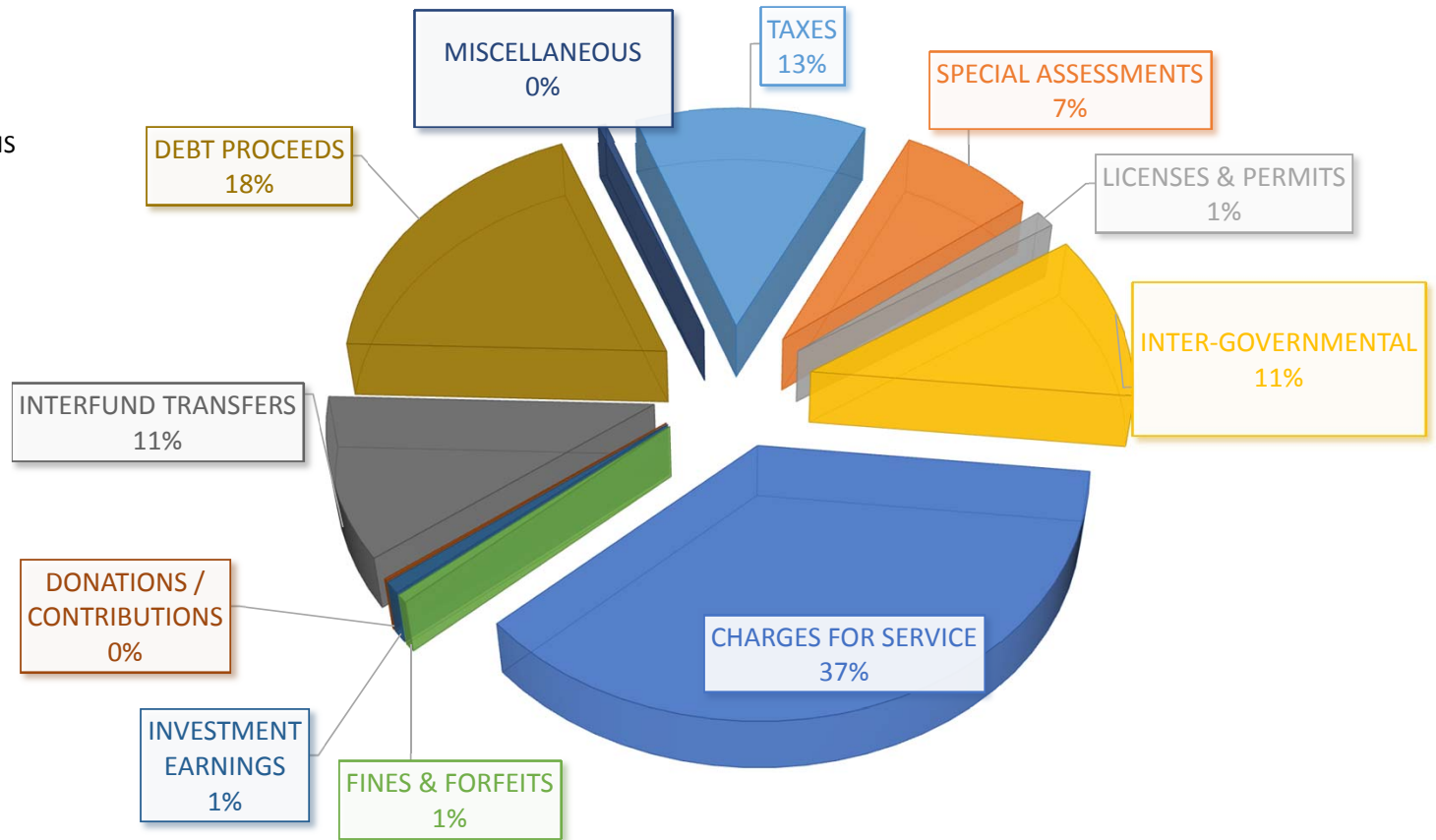
Number	Fund/Dept	Increase/(Reduction)	Description
1	Public Safety and General Funds - Minimal Impact w/o PD1	(808,000.00)	'Minimal' Impact Cuts, without PD1. These are mostly payroll costs that were budgeted using old rates, and can be modified now that we know what our FY20 rates will be. Additionally, this will not add the Fire Protection Engineer, reduce council contingency by \$30K, and remove the Fire Squads from future replacement schedules.
	Non-departmental - General Fund	(718,000.00)	This reduction in the General Fund will reduce the Transfer amount that goes to the Public Safety Fund. This reduction will be needed if item 1 'Minimal Cuts' is approved.
2	Public Safety and General Funds - Moderate Impact	(1,345,000.00)	'Moderate' Impact Cuts. These include a reduction in the Code Enforcement Budget, Reduction in Police, Fire, and 911 Overtime amounts, reduction in other Fire Personal Services costs and defers some fire equipment replacement.
	Non-departmental - General Fund	(1,325,000.00)	This reduction in the General Fund will reduce the Transfer amount that goes to the Public Safety Fund. This reduction will be needed if item 2 'Moderate Cuts' is approved.
3	Council Contingency - General Fund	(35,000.00)	This would eliminate the entire budget for Council Contingency
4	Administration - General Fund	35,000.00	This would increase the Administration budget by \$35,000 to fund the cost of the National Citizen Survey
5	Administration - General Fund	55,000.00	This would increase the Administration budget by \$55,000 to fund the initial assessment needed for Lean Six Sigma.
6	Administration - General Fund	50,000.00	This would increase the Administration budget by \$50,000 to help address Community Safety/Addiction needs. This will be in addition to the \$25,000 that is already in the budget to be a total of \$75,000 of funding to go towards this effort.
7	Parks Programs	75,000.00	This would provide the funding for the Castle Rock Master Plan. This project is identified in the Parks CIP, funded by Cash-in-lieu funds.
8	Park District 1	1,225,000.00	This would reinstitute the funding necessary for the capital projects in the Parks PD1 CIP.
9	Parks - General Fund	(2,500,000.00)	Reduce General Fund Parks by \$2.5 Million and move the expenses to Park District 1 (PD1). This will require an increase the PD1 budget and an increase of the PD1 assessment. The increase in assessment will cost the typical homeowner an additional \$41 per year. This would replace the FY19 revenue loss associated with the removal of the Franchise Fee, which reduced the cost to your typical home owner \$36.50.
	Park District 1	2,500,000.00	
10	Parks - General Fund	(5,627,815.00)	Remove entire Parks, Rec, and Public Lands Department from the General Fund and move it to PD1. Selecting this option would move all Parks and Rec revenue to PD1 as well. This would mean the PD1 assessment would need to increase to cover approximately \$4.4 million. The increase in assessment would cost the typical homeowner an additional \$71 per year. The General Fund mill levy could be reduced to offset any portion of this increase, which is equivalent to 22 mills.
	Park District 1	5,627,815.00	

FY20 Budget

June 24th, 2019

<u>FY 20</u>
\$ 42,343,380
24,895,176
3,724,213
36,224,368
122,826,547
1,765,765
2,574,485
447,300
35,263,952
61,712,300
<u>1,396,932</u>
<u>\$ 333,174,418</u>

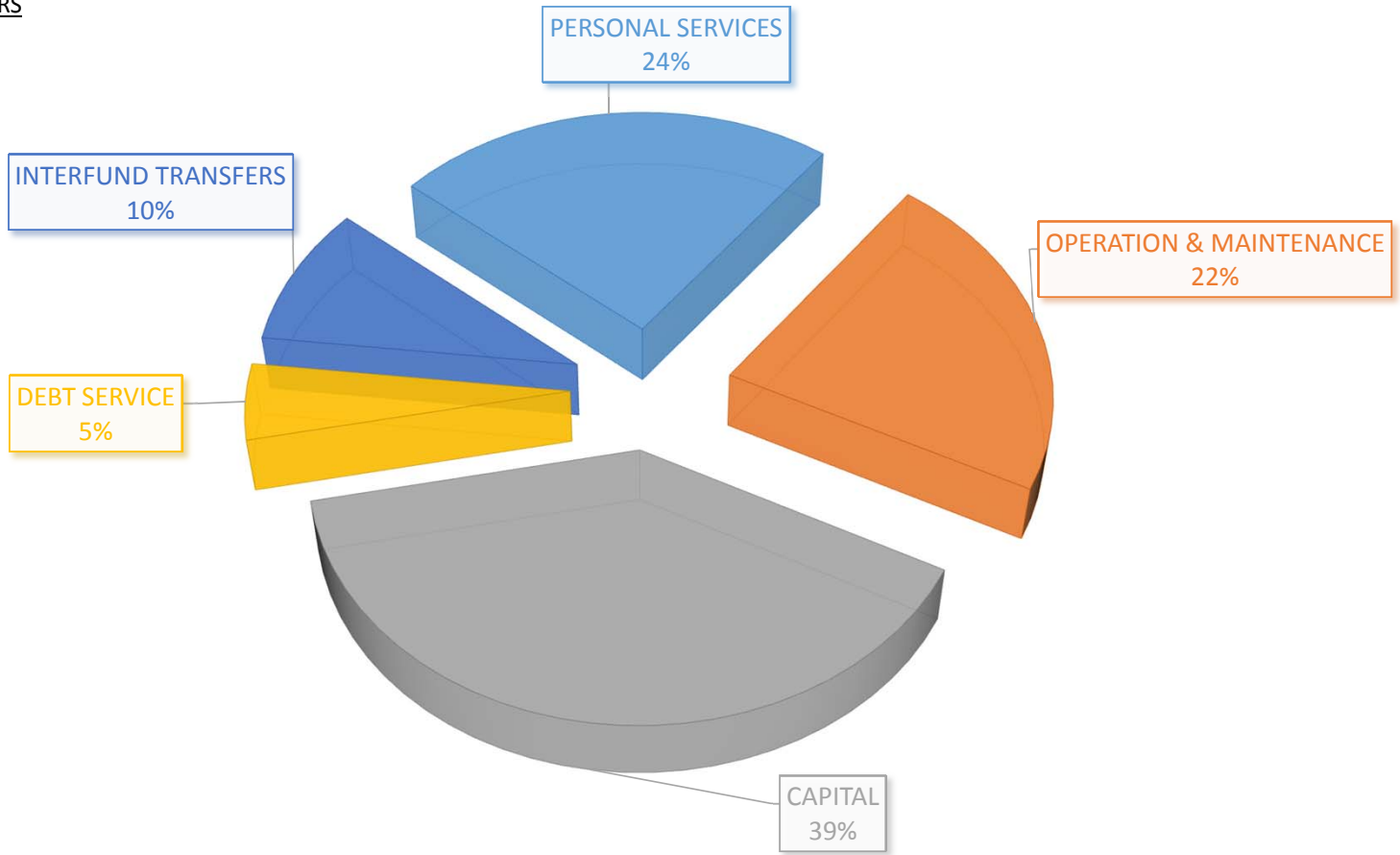
<u>REVENUES</u>
TAXES
SPECIAL ASSESSMENTS
LICENSES & PERMITS
INTER-GOVERNMENTAL
CHARGES FOR SERVICE
FINES & FORFEITS
INVESTMENT EARNINGS
DONATIONS / CONTRIBUTIONS
INTERFUND TRANSFERS
DEBT PROCEEDS
<u>MISCELLANEOUS</u>
TOTAL



FISCAL YEAR 2020

<u>FY 20</u>
\$ 91,855,322
84,189,484
148,941,052
18,921,217
<u>35,263,952</u>
<u>\$ 379,171,027</u>

<u>EXPENSES</u>
PERSONAL SERVICES
OPERATION & MAINTENANCE
CAPITAL
DEBT SERVICE
<u>INTERFUND TRANSFERS</u>
TOTAL



FISCAL YEAR 2020

2020 Proposed Budget Investment in Capital

- Capital Projects
 - BIL Airport expansion
 - Addressing deferred facility maintenance at multiple Fire Stations
 - Aquatics and rec center
 - Police evidence expansion
 - Lead pipe water service replacement

2020 Proposed Budget Investments in Technology

- Operation & Maintenance
 - Parks maintenance tracking software
 - Replace expiring Police equipment
 - City website redesign
 - GIS Improvements

Typical Billings Home Monthly Charges

	FY19 Adopted	FY20 Proposed	\$ Change	Shift \$2.5 Million from General Fund to PD1	Shift \$5.6 Million from General Fund to PD1, reduce General Fund mills by 9.5
City Property Taxes	43.86	43.18	(0.68)	43.18	40.63
Park District	2.69	2.66	(0.03)	6.08	8.57
Arterial Streets	4.15	4.28	0.13	4.28	4.28
Storm Sewer	3.68	3.79	0.11	3.79	3.79
Street Maintenance Districts	10.03	10.33	0.30	10.33	10.33
Water	40.77	43.57	2.80	43.57	43.57
Solid Waste	10.98	11.25	0.27	11.25	11.25
Wastewater	<u>27.02</u>	<u>27.80</u>	<u>0.78</u>	<u>27.80</u>	<u>27.80</u>
Total Monthly Charge	143.18	146.86	3.68	150.28	150.22

Minimal impact on operations

Fund/Department	Program/Staff Reduction	Amount	Impact
Fire	Presumptive Care Correction	491,000	This was calculated during the Legislative Session. After the bill was signed, and further analysis was able to be done, we have determined that the impact will not be as severe on the City this first year of implementation
Fire	Remove SBR Fire Protection Engineer	137,000	Further impact would continue to disallow fire personnel (FPE) from turning reviews around quicker, having actual "boots on the ground" to physically look at sites when questions arise thus continuing to not service our customers as efficiently.
Fire	Removal of Squads	10,000	Funding for the replacement of the squads would stop. This would mean they are not replaced in future years.
Council Contingency	Eliminate Council Contingency	30,000	Elimination of this item would not impact any direct programs, as the account is used for a variety of items depending upon Council's desires
Municipal Court	General Fund transfer to Muni Court Grants	30,000	This is not frequently used to provide local match for grant expenditures, and could be eliminated without significant impact to the grant.
NonDepartmental	Special Assessments	10,000	This, likely, cannot be eliminated but could be moved to other funds where appropriate
General Fund	WC Mod Factor Adjustment	12,000	The budget was created using a mod factor of .8 for WC. We have been informed that our mod factor for FY20 will be .73.
General & Public Safety	Unemployment Modification	88,000	The budget was created using prior year Unemployment rates. We have been informed that our rate will be reduced for next fiscal year.
		808,000	

Moderate impact on operations

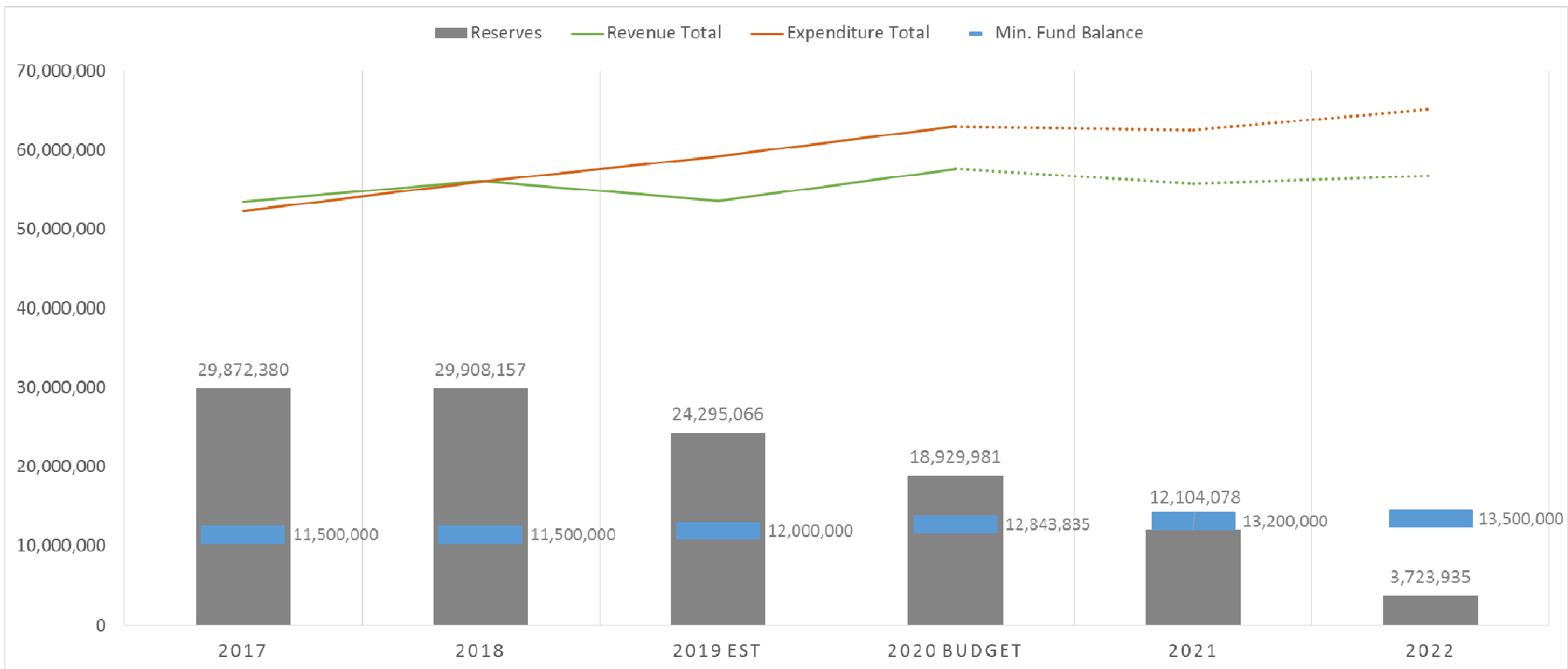
Fund/Department	Program/Staff Reduction	Amount	Impact
Code Enforcement	Cut abatement budget	20,000	Potential reduction in number of annual property abatements
Fire	Overtime	250,000	This would eliminate or reduce team training for Technical Rescue and Hazardous Materials teams. The elimination of training as teams significantly increases the risk to firefighters and public during actual operations.
Fire	Vacation/Sick Payout	100,000	Would have to cover with other budgeted areas if more people retire than those that are anticipated
Fire	Personal Services - Hi-C	95,000	
Fire	Misc. Equipment	50,000	Defer replacement of certain equipment
Fire	911 Overtime	20,000	
Police	OT reduction	300,000	Reduce specialized training and overtime associated with special assignments.
Police	Reduce travel and training at 10%	10,000	Reduce travel and training at 10%
Fire	Deferred Facility Maintenance	<u>500,000</u>	Continued deterioration of facility and related equipment, will address over multiple years
		1,345,000	

City Council Work Session Discussion Items

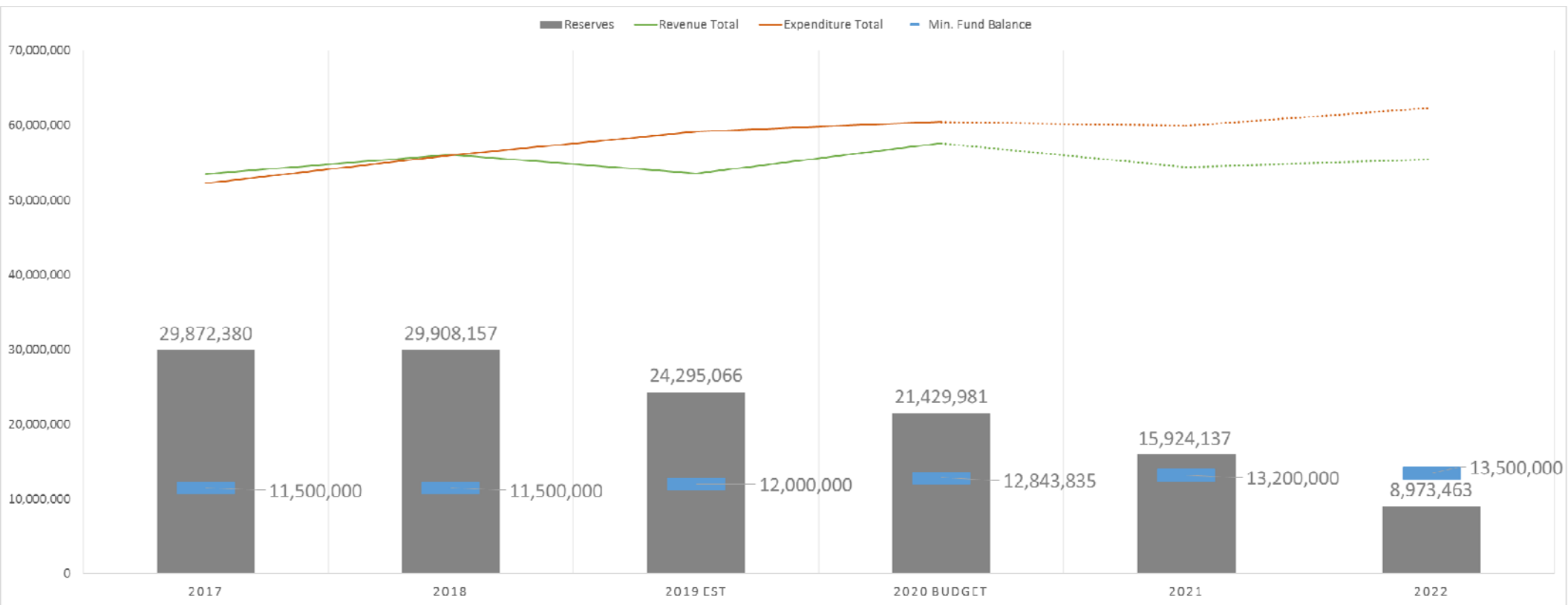
Suggested Language: "I make a motion to adopt the proposed FY20 budget resolution with the following amendments, number(s)....."

Number	Fund/Dept	Increase/(Reduction)	Description
1	Public Safety and General Funds - Minimal Impact w/o PD1	(808,000.00)	'Minimal' Impact Cuts, without PD1. These are mostly payroll costs that were budgeted using old rates, and can be modified now that we know what our FY20 rates will be. Additionally, this will not add the Fire Protection Engineer, reduce council contingency by \$30K, and remove the Fire Squads from future replacement schedules.
	Non-departmental - General Fund	(718,000.00)	This reduction in the General Fund will reduce the Transfer amount that goes to the Public Safety Fund. This reduction will be needed if item 1 'Minimal Cuts' is approved.
2	Public Safety and General Funds - Moderate Impact	(1,345,000.00)	'Moderate' Impact Cuts. These include a reduction in the Code Enforcement Budget, Reduction in Police, Fire, and 911 Overtime amounts, reduction in other Fire Personal Services costs and defers some fire equipment replacement.
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4	Administration - General Fund	35,000.00	This would increase the Administration budget by \$35,000 to fund the cost of the National Citizen Survey
5	Administration - General Fund	55,000.00	This would increase the Administration budget by \$55,000 to fund the initial assessment needed for Lean Six Sigma.
6	Administration - General Fund	50,000.00	This would increase the Administration budget by \$50,000 to help address Community Safety/Addiction needs. This will be in addition to the \$25,000 that is already in the budget to be a total of \$75,000 of funding to go towards this effort.
7	Parks Programs	75,000.00	This would provide the funding for the Castle Rock Master Plan. This project is identified in the Parks CIP, funded by Cash-in-lieu funds.
8	Park District 1	1,225,000.00	This would reinstitute the funding necessary for the capital projects in the Parks PD1 CIP.
9	Parks - General Fund	(2,500,000.00)	Reduce General Fund Parks by \$2.5 Million and move the expenses to Park District 1 (PD1). This will require an increase the PD1 budget and an increase of the PD1 assessment. The increase in assessment will cost the typical homeowner an additional \$41 per year. This would replace the FY19 revenue loss associated with the removal of the Franchise Fee, which reduced the cost to your typical homeowner \$36.50.
	Park District 1	2,500,000.00	
10	Parks - General Fund	(5,627,815.00)	Remove entire Parks, Rec, and Public Lands Department from the General Fund and move it to PD1. Selecting this option would move all Parks and Rec revenue to PD1 as well. This would mean the PD1 assessment would need to increase to cover approximately \$4.4 million. The increase in assessment would cost the typical homeowner an additional \$71 per year. The General Fund mill levy could be reduced to offset any portion of this increase, which is equivalent to 22 mills.
	Park District 1	5,627,815.00	

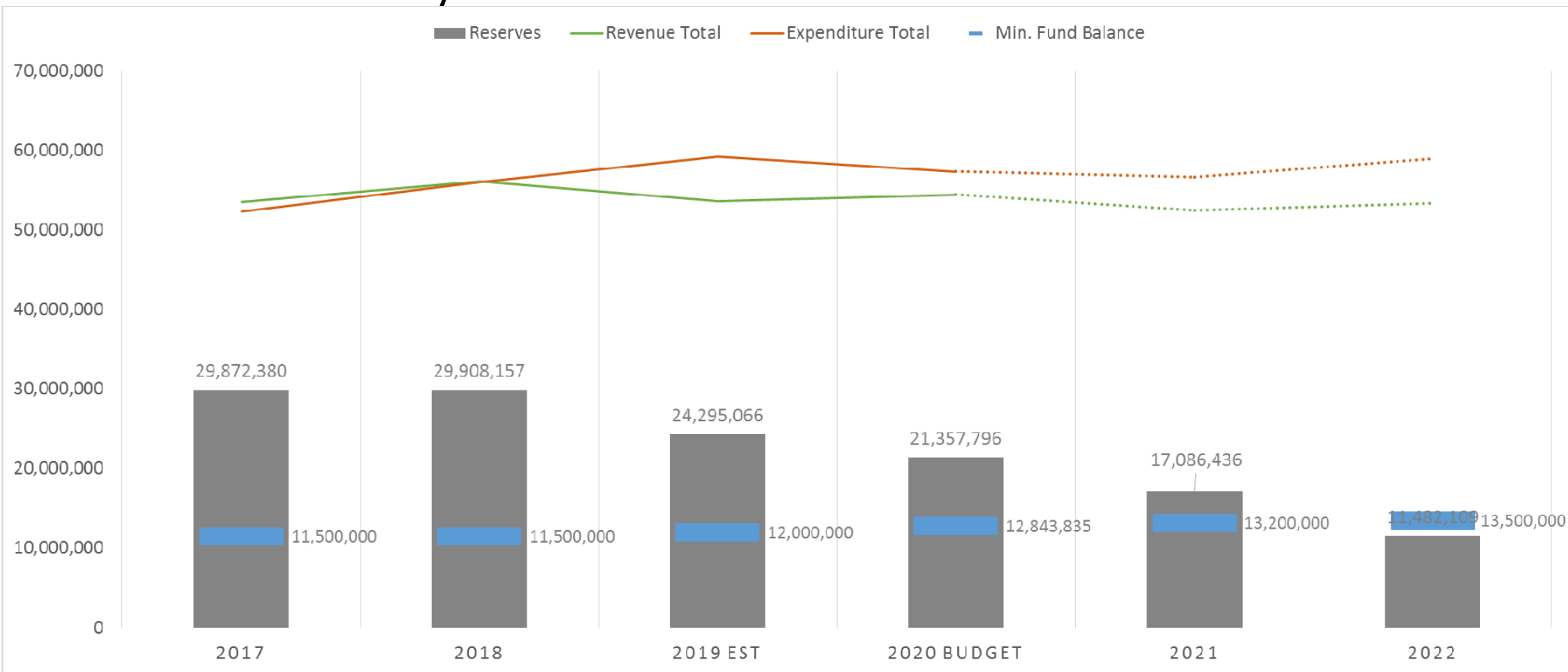
General Fund/Public Safety Proposed FY20 Budget with amendments 1-8



General Fund/Public Safety Proposed FY20 Budget with amendments 1-9



General Fund/Public Safety Proposed FY20 Budget with amendments 1-8, 10, Reduction by 9.5 General Fund Mills





RESOLUTION NO. _____

**A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR
THE CITY OF BILLINGS, MONTANA FOR FISCAL YEAR 2020**

WHEREAS, the City Administrator of the City of Billings has regularly and lawfully submitted to the City Council of the City of Billings, Montana, the budget for Fiscal Year 2020; and

WHEREAS, the proper notice was published stating that said City Council has completed the PRELIMINARY MUNICIPAL BUDGET for said Fiscal Year, and that said budget has been placed on file and is open to inspection in the office of the City Clerk; and that said City Council would meet for the purpose of annually determining, approving and adopting the budget, and any taxpayer might appear and be heard.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1: That the Expenditure Budget for Fiscal year 2020 as detailed in the budget report and as amended by the City Council and further detailed on EXHIBIT "A", be, and the same is hereby finally determined, approved, and adopted.

Section 2: That the City Administrator is authorized to amend this budget for the expenditure of additional funds from the following: Debt Service Funds, Federal, State Grants, special assessments and donations accepted and approved by the City Council.

PASSED AND APPROVED by the City Council this 24th day of June, 2019.

CITY OF BILLINGS:

BY: _____
William A. Cole, Mayor

ATTEST:

BY: _____
Denise R. Bohlman, City Clerk

Exhibit A

**Original
Proposal**

Fund/Department

General Operating Fund:

Mayor & City Council	261,067
City Administrator	802,812
Human Resources	827,300
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Municipal Court	1,524,850
Finance	1,528,704
Code Enforcement	585,985
Parks, Recreation & Public Lands	5,627,815
Non-Departmental	31,171,825
Council Contingency	65,000
Total General Fund	44,289,085

Public Safety Fund:

Police	27,362,499
Fire	22,671,913
Total Public Safety Fund	50,034,412

Special Revenue Fund:

South Tax Increment	29,564,814
East Tax Increment	887,071
North 27th Street Tax Increment	3,456,222
Gas Tax	4,556,881
Building Inspection	2,094,808
Street & Traffic Operating	10,042,906
Fire Programs	87,100
EOC 9-1-1 Grant	1,101,118
City/County Planning	1,875,729
City Attorney Grants	305,374
Municipal Court Grants	647,123
Police Programs	617,088
City County Library	3,902,621
Development Services Grants	1,447,433
Park Programs	54,315
Downtown Revolving Loan Program	419,480
Cemetery Improvement	66,950
Animal Shelter Donations	6,000
Street Maintenance Districts	8,961,213
Street Light Districts	2,923,276
Storm Sewer Operating	4,670,517
Park Maintenance District	992,608
Park District 1	695,626
Arterial Street Fees Operating	5,666,767
Amend Park	182,270
Ballfield Stadium Donations	130,789
Road Maintenance Dist	164
Total Special Revenue Fund	85,356,263

Exhibit A cont.

<u>Fund/Department</u>	<u>Original Proposal</u>
Debt Service Fund:	
Special Improvement Debt	1,078,800
Series 2010 Parks Debt	121,453
Series 2004A Street Debt	349,436
Storm Sewer Debt	1,013,649
Sidewalk, Curb & Gutter Debt	421,750
Series 2015 Baseball Refunding	763,684
Series 2012 Library	1,205,280
Total Debt Service Fund	4,954,052
Capital Projects Fund:	
Urban Renewal Land Development	62,742
Sidewalk Construction	1,221,300
Special Improvement Districts	2,691,000
Capital Replacement	1,666,987
Dog Park Construction	500
Park Construction Fund	-
Storm Sewer Construction	-
Total Capital Project Fund	5,642,529
Enterprise Fund:	
Water	37,260,629
Wastewater	35,530,109
Parking	1,843,571
Solid Waste	21,637,553
Airport	53,357,281
Transit	9,085,727
Total Enterprise Fund	158,714,870
Internal Service Fund:	
Fleet Services	1,975,124
Central Services	61,689
Information Resources	2,672,921
City Health Benefits	13,959,454
Central Telephone	798,469
Radio Communications	271,915
Property Insurance	2,425,024
Facilities Management	1,870,294
Public Works Administration	2,921,442
Public Works Engineering	3,217,882
Total Internal Service Fund	30,174,214
Permanent Fund	
Cemetery Perpetual Care	5,600
Total Permanent Fund	5,600
Total All Funds	379,171,025

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Public Hearing and Resolutions Setting Annual Levy/Assessments for Fiscal Year 2020

PRESENTED BY: Andy Zoeller, Finance Director

Department: City Hall Administration

Presentation: No

PROBLEM/ISSUE STATEMENT

The following property tax levy and annual assessment resolutions have been completed by the Finance Department and the levies/assessments are ready to be spread on the tax files.

Downtown Business Improvement District
Mill Levy Rates for General Fund, Transit, Library & Public Safety 1
Tourism Business Improvement District

The mills will remain the same at 109 in FY 2020 for General Fund, Transit, Library, and Public Safety 1 levies. The TBID assessment is \$2 per rented room per night and has not changed from last year. The DBID assessment is based on many factors which includes total square footage, count of all parcels, total taxable value, and total building square footage within the district. For FY 2020 the assessments for the DBID will total \$418,656.02.

These levies/assessments are listed as sub items under one agenda item. The Council may conduct one public hearing where anyone may speak about any of the levies/assessments. After the public hearing is closed, the Council will need to take action on each individual levy/assessment resolution. All resolutions may be approved by a majority vote.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the resolutions; or
- Amend and approve the resolutions
- Not approve the resolutions and provide additional guidance to staff.

FINANCIAL IMPACT

Establishing these mills will allow the City's General, Public Safety I, Transit, and Library funds to collect the maximum allowed by the Charter for the upcoming fiscal year.

RECOMMENDATION

Staff recommends that the City Council conduct one public hearing for all of the levies/assessments and approve each individual resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

- BID Resolution
 - TBID Resolution
 - Mill Levy Resolution
-

RESOLUTION 19- _____

A RESOLUTION LEVYING AND ASSESSING PROPERTIES FOR THE PURPOSE OF PROVIDING AND MAINTAINING THE COMMON AREA IMPROVEMENTS MADE IN DOWNTOWN, CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.

WHEREAS, Billings, Montana City Code provides for assessment for public improvements and maintenance, including but not limited to public sidewalk sweeping, security, public sidewalk snow removal, litter control, graffiti removal, and abatement of other services that are requested by the downtown property owners.

WHEREAS, said Billings, Montana City Code provides that the City Council shall fix, levy, and assess said charge on or before the second Monday in August.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. SERVICE CHARGE FOR FISCAL YEAR 2020. The Business Improvement District assessment for the fiscal year 2020 is hereby fixed, levied and assessed against each and every parcel of real property within the B.I. D. Each parcel shall pay to the City that portion of the total Business Improvement District assessment imposed annually. The assessment is a calculation based on square footage, taxable market value, and building square footage. See Exhibit A

2. NOTICE OF HEARING. On Monday, June 24, 2019, at 5:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution.

3. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 24th day of June, 2019.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

<u>Tax ID</u>	<u>Assessment</u>
A00001	\$411.84
A00004	\$165.95
A00006	\$191.98
A00007	\$215.99
A00008	\$105.84
A00009	\$180.47
A00010	\$313.04
A00011	\$1,167.64
A00016	\$573.37
A00041	\$791.71
A00042	\$1,006.19
A00042A	\$691.52
A00050	\$213.82
A00051	\$384.27
A00056	\$2,381.67
A00062	\$258.03
A00063	\$1,355.26
A00064	\$261.32
A00065	\$301.53
A00066A	\$488.61
A00067	\$327.38
A00068A	\$346.68
A00069	\$265.89
A00070	\$119.77
A00071	\$397.26
A00072	\$208.22
A00073	\$156.54
A00073A	\$89.14
A00073B	\$91.45
A00074	\$270.49
A00075	\$377.28
A00075A	\$926.76
A00075B	\$168.84
A00196B	\$1,183.89
A00202	\$121.43
A00203	\$94.02
A00204	\$168.28
A00206	\$154.38
A00207	\$307.37
A00208	\$119.98
A00209	\$102.54
A00210	\$102.54
A00211	\$119.98
A00212	\$223.47
A00215	\$189.99
A00216	\$287.43
A00217	\$154.50
A00218	\$130.95
A00219	\$352.53
A00222	\$151.56
A00224	\$120.12
A00225	\$401.62
A00235	\$959.09
A00236	\$119.93
A00241	\$167.48
A00242	\$133.88
A00243	\$135.35

A00244	\$385.97
A00247	\$388.84
A00251	\$1,748.79
A00252	\$240.92
A00254	\$196.34
A00255	\$505.76
A00256	\$365.00
A00257	\$194.38
A00258	\$652.60
A00260	\$546.57
A00261	\$1,672.21
A00262	\$1,956.43
A00263	\$3,719.36
A00264	\$4,770.12
A00269	\$1,210.71
A00270	\$262.39
A00271	\$7,382.56
A00273	\$1,006.97
A00276	\$197.34
A00277	\$189.27
A00278	\$163.31
A00279	\$193.38
A00280	\$268.54
A00282	\$533.10
A00285	\$538.17
A00290	\$224.84
A00292	\$294.84
A00342	\$119.98
A00343	\$154.85
A00344	\$188.49
A00345	\$154.76
A00346	\$658.65
A00347	\$502.69
A00349	\$774.55
A00351	\$2,823.74
A00352	\$1,633.83
A00357	\$157.64
A00359	\$291.73
A00360	\$4,189.31
A00362	\$401.31
A00363	\$727.91
A00364	\$1,563.56
A00365	\$1,692.92
A00366	\$2,771.94
A00367	\$369.47
A00367A	\$169.71
A00367B	\$148.01
A00367C	\$260.99
A00368	\$1,771.14
A00372	\$1,859.06
A00373	\$909.96
A00374	\$747.71
A00375	\$3,005.14
A00376	\$1,376.30
A00379	\$266.29
A00382	\$1,763.37
A00383	\$864.92
A00389	\$442.72
A00394	\$188.84

A00395	\$121.49
A00396	\$120.20
A00397	\$150.36
A00398	\$166.43
A00399	\$166.51
A00400	\$229.75
A00401	\$330.96
A00402	\$119.98
A00406	\$312.27
A00408	\$154.11
A00409	\$153.25
A00410	\$84.94
A00411	\$84.94
A00414	\$548.97
A00416	\$84.38
A00417	\$113.06
A00418	\$91.72
A00419	\$94.74
A00420	\$102.07
A00421	\$140.44
A00422	\$89.79
A00423	\$89.86
A00424	\$81.64
A00425	\$88.24
A00426	\$232.17
A00429	\$107.99
A00430	\$86.85
A00431	\$139.54
A00432	\$103.04
A00433	\$126.94
A00434	\$124.28
A00566	\$638.91
A00566B	\$440.79
A00567	\$197.19
A00568	\$617.96
A00569	\$78.96
A00570	\$85.55
A00573	\$367.04
A00574	\$297.92
A00576	\$146.46
A00577	\$131.40
A00578	\$109.30
A00579	\$157.67
A00580	\$105.00
A00583	\$132.56
A00584	\$148.91
A00585	\$95.68
A00586	\$149.30
A00587	\$211.18
A00588	\$129.87
A00589	\$161.65
A00590	\$152.82
A00591	\$119.68
A00592	\$106.82
A00593	\$106.11
A00594	\$604.53
A00598	\$119.98
A00599	\$210.84
A00600	\$209.18

A00601	\$97.16
A00602	\$155.68
A00603	\$309.50
A00604	\$236.12
A00605	\$115.49
A00606	\$119.36
A00607	\$251.03
A00609	\$326.25
A00610	\$120.33
A00611	\$963.54
A00612	\$446.46
A00613	\$1,249.50
A00616	\$612.77
A00617	\$245.75
A00618	\$3,570.23
A00620	\$8,924.52
A00624	\$5,810.63
A00630	\$2,676.92
A00630A	\$133.26
A00631	\$357.22
A00632	\$91.11
A00633	\$133.88
A00634	\$789.40
A00635	\$977.36
A00636	\$930.48
A00637	\$1,463.02
A00638	\$812.98
A00639	\$894.36
A00640A	\$117.60
A00640B	\$83.03
A00640C	\$97.70
A00640D	\$118.69
A00640E	\$86.82
A00640F	\$355.41
A00640H	\$112.86
A00640I	\$110.88
A00640J	\$104.79
A00640K	\$125.80
A00640L	\$85.97
A00640N	\$101.61
A00640O	\$103.86
A00640P	\$95.30
A00640Q	\$92.02
A00640R	\$88.17
A00640S	\$97.66
A00640T	\$88.04
A00640U	\$80.91
A00640V	\$96.49
A00641	\$1,029.28
A00642A	\$1,351.81
A00642B	\$1,879.34
A00642C	\$65.94
A00643	\$1,231.19
A00644	\$1,304.86
A00645	\$1,256.73
A00647	\$1,351.34
A00648	\$571.90
A00648A	\$630.19
A00649	\$875.93

A00650	\$945.76
A00651	\$1,238.48
A00652	\$197.46
A00653	\$114.60
A00654	\$114.60
A00655	\$311.41
A00656	\$245.56
A00658	\$192.10
A00659	\$410.88
A00660	\$189.71
A00663	\$120.43
A00664	\$289.69
A00665	\$406.53
A00667	\$616.96
A00671	\$268.17
A00673	\$189.59
A00676	\$160.36
A00677	\$119.98
A00678	\$120.15
A00679	\$143.33
A00740	\$82.20
A00741	\$134.36
A00742	\$192.76
A00744	\$130.65
A00745	\$147.60
A00746	\$204.09
A00747	\$248.91
A00748	\$97.15
A00749	\$323.31
A00753	\$351.70
A00755	\$243.28
A00756	\$458.17
A00757	\$175.37
A00758	\$323.24
A00759	\$189.23
A00760	\$227.63
A00762	\$230.53
A00763	\$402.02
A00765	\$686.31
A00766	\$507.07
A00768	\$324.32
A00769	\$284.93
A00770	\$584.30
A00771	\$1,026.55
A00773	\$175.70
A00774	\$272.25
A00775	\$630.57
A00776	\$1,027.80
A00778	\$1,178.77
A00780	\$490.97
A00781	\$1,264.95
A00782	\$419.49
A00783	\$1,555.20
A00786	\$866.02
A00787	\$5,020.85
A00789A	\$154.50
A00789B	\$104.97
A00789C	\$101.43
A00789D	\$110.86

A00789E	\$79.02
A00789F	\$82.56
A00789G	\$95.53
A00789H	\$333.77
A00794B	\$697.02
A00794C	\$6,415.93
A00794D	\$3,703.31
A00795	\$6,442.10
A00796A	\$140.82
A00796B	\$330.80
A00796C	\$92.66
A00796D	\$128.46
A00796E	\$95.79
A00796F	\$122.48
A00796G	\$100.24
A00796H	\$71.89
A00796I	\$71.89
A00796J	\$71.89
A00796K	\$66.19
A00796L	\$71.89
A00796N	\$71.89
A00796O	\$73.23
A00796P	\$73.23
A00796Q	\$73.23
A00796R	\$66.19
A00796S	\$71.89
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A00814	\$986.87
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A00820	\$1,318.36
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A00824	\$1,200.82
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A00827	\$406.89
A00828	\$548.84
A00830	\$383.23
A00831	\$404.74
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A00832A	\$586.67
A00833	\$1,289.23
A00834	\$717.29
A00835	\$1,427.95
A00836	\$1,409.02
A00837	\$524.86

A00838	\$1,167.87
A00839	\$3,449.74
A00840	\$1,415.25
A00843	\$203.79
A00844	\$152.50
A00845	\$157.62
A00846	\$150.73
A00846A	\$266.11
A00847	\$109.42
A00849	\$600.70
A00851	\$313.36
A00854	\$272.77
A00855A	\$362.90
A00883	\$664.74
A00884	\$433.33
A00885	\$301.22
A00886	\$489.37
A00886A	\$259.66
A00887	\$335.35
A00888	\$560.29
A00889	\$333.61
A00891	\$85.34
A00892	\$256.18
A00894	\$134.32
A00895	\$147.87
A00896	\$338.04
A00897	\$234.94
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A00901	\$85.23
A00902	\$278.86
A00908	\$137.40
A00909	\$142.03
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A00912	\$88.30
A00913	\$118.89
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A00915	\$143.67
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A00920E	\$25.00
A00920F	\$25.00
A00920G	\$25.00
A00920H	\$25.00
A00920I	\$25.00
A00920J	\$25.00
A00920K	\$25.00
A00920L	\$25.00
A00921	\$133.45
A00922	\$122.73
A00923	\$191.89
A00924	\$191.48
A00925	\$184.48
A00926	\$112.34

A00927	\$107.24
A00928	\$209.64
A00931	\$145.43
A00936	\$530.77
A00939	\$653.49
A00949	\$3,278.03
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A00954	\$85.26
A00956	\$86.21
A00957	\$191.77
A00959	\$499.52
A00963	\$118.61
A00964	\$353.89
A00968	\$278.85
A00970	\$234.94
A00971	\$458.56
A00976	\$171.95
A00977	\$119.49
A00981	\$311.40
A00982	\$235.84
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A00988	\$148.12
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A01010	\$222.24
A01012	\$116.56
A01013	\$119.49
A01014	\$131.69
A01015	\$129.38
A01019	\$223.29
A01019A	\$165.88
A01022	\$273.64
A01024	\$141.35
A01028	\$498.01
A01030	\$220.36
A01032	\$187.11
A01035	\$211.77
A01041	\$462.23
A01043	\$146.97
A01044	\$86.78
A01045	\$87.08
A01046	\$113.63
A01047	\$127.62
A01048	\$120.80
A01049	\$82.93
A01050	\$87.06
A01057	\$119.76
A01058	\$119.81
A01059	\$169.48
A01123	\$201.76
A01124	\$289.65
A01125	\$132.12
A01131	\$95.89
A01132	\$79.64
A01133	\$121.14
A01134	\$118.34
A01135	\$118.34
A01136A	\$84.94
A01137	\$153.77
A01138	\$447.58

A01142	\$119.49
A01144	\$154.59
A01145	\$122.78
A01146	\$118.34
A01147B	\$230.92
A01151A	\$230.11
A01152	\$61.52
A01153	\$113.74
A01155	\$467.41
A01161	\$216.16
A01163	\$153.91
A01165	\$270.29
A01168	\$280.25
A01170	\$173.15
A01171	\$86.54
A01172	\$123.54
A01180	\$3,647.03
A01191	\$222.52
A01191A	\$84.71
A01192	\$293.35
A01193	\$121.00
A01194	\$121.80
A01195	\$68.45
A01195A	\$69.62
A01196	\$86.31
A01197	\$191.55
A01198	\$177.15
A01200	\$124.95
A01201	\$151.33
A01202	\$84.94
A01203	\$119.89
A01204	\$118.34
A01205	\$134.17
A01206	\$118.37
A01207	\$121.40
A01208	\$122.00
A01209	\$154.79
A01210	\$153.76
A01212	\$548.51
A01218	\$103.91
A01219	\$70.27
A01220	\$122.96
A01221	\$122.74
A01222	\$123.18
A01223	\$118.34
A01224	\$119.49
A01225	\$187.96
A01226	\$325.21
A01231	\$94.60
A01233	\$119.49
A01234	\$119.49
A01235	\$88.67
A01236	\$87.44
A01237	\$122.28
A01238	\$124.55
A01239	\$84.94
A01240	\$84.12
A01241	\$118.34
A01242	\$120.83

A01245	\$117.43
A01246	\$1,054.09
A01249	\$363.27
A01250	\$104.56
A01251	\$104.56
A01252	\$104.56
A01253	\$109.71
A01254	\$77.39
A01256	\$175.94
A01258	\$146.31
A01259	\$259.23
A01264	\$121.00
A01266	\$82.85
A01266A	\$308.22
A01266B	\$83.42
A01273	\$152.86
A01274	\$266.56
A01279	\$242.51
A01280	\$236.29
A01281	\$164.64
A01283	\$146.71
A01284	\$87.98
A01285	\$182.17
A01287	\$118.34
A01288	\$105.11
A01289	\$168.59
A01291	\$296.16
A01292	\$92.87
A01293	\$536.23
A01294	\$876.68
A01298	\$270.20
A01299	\$141.29
A01300	\$246.00
A01301	\$140.37
A01302	\$124.98
A01303	\$137.07
A01304	\$302.58
A01305	\$288.54
A01308	\$78.59
A01309	\$126.62
A01310	\$129.63
A01311	\$129.07
A01534	\$540.86
A01539	\$485.07
A01540	\$233.27
A01541	\$223.29
A01545	\$223.29
A01548	\$124.32
A01549	\$141.62
A01550	\$119.49
A01551	\$142.62
A01552	\$118.34
A01553	\$123.00
A01554	\$464.71
A01560	\$649.17
A01567	\$1,330.98
A01688	\$3,877.93
A01689	\$152.93
A01690	\$119.49

A01691	\$153.76
A01692	\$207.42
A01694	\$192.08
A01696	\$552.03
A01699	\$2,867.99
A01711	\$332.72
A01909	\$2,922.13
A01916	\$207.36
A01918	\$113.58
A01919	\$113.58
A01921	\$179.19
A01926	\$538.75
A01932	\$120.17
A01933	\$84.73
A01933A	\$311.36
A01933B	\$749.28
A01935	\$77.46
A01936	\$120.17
A01937	\$118.84
A01938	\$106.76
A01939	\$127.98
A01940	\$121.75
A01941	\$124.01
A01943	\$421.55
A01944	\$371.93
A01945	\$204.54
A01946	\$253.48
A01947	\$368.07
A01951	\$118.34
A01953	\$123.96
A01954	\$80.82
A01955	\$82.06
A01956	\$87.83
A01957	\$73.81
A01958	\$67.62
A01959	\$77.69
A01960	\$200.12
A01963	\$183.64
A01963A	\$329.67
A01964	\$177.37
A01968	\$355.60
A02005A	\$3,995.04
A05968	\$4,195.90
A07113	\$206.84
A07115B	\$149.52
A07115C	\$148.68
A07116	\$295.06
A07119	\$176.44
A07120	\$328.99
A07125	\$635.84
A07129	\$133.26
A07131	\$3,704.98
A07141	\$117.51
A07142	\$692.54
A07149	\$328.47
A07153	\$235.76
A07155	\$230.97
A07179	\$240.63
A07180	\$156.47

A07181	\$167.39
A07182	\$247.80
A07191	\$114.44
A07192	\$300.75
A07196	\$281.89
A07201	\$157.48
A07212	\$450.66
A07225	\$1,452.01
A07229	\$139.09
A07230	\$286.00
A07249	\$1,081.37
A07258	\$271.85
A07260	\$218.97
A07262	\$613.41
A07265	\$111.34
A07266	\$98.24
A07267	\$140.85
A07272	\$95.93
A07273	\$212.10
A07273A	\$72.51
A07276	\$162.70
A07279	\$188.96
A07281	\$434.07
A07282	\$119.13
A07283	\$204.11
A07285	\$193.92
A07286	\$126.57
A07287	\$166.17
A07288	\$141.66
A07290	\$72.34
A07291	\$164.91
A07293	\$355.51
A07295	\$153.90
A07296	\$140.22
A07297	\$209.92
A07317	\$885.46
A07324	\$1,714.95
A07331	\$218.59
A07332	\$113.26
A07332A	\$156.12
A07333	\$160.73
A07334	\$346.97
A07335	\$133.88
A07336	\$133.88
A07337	\$133.88
A07338	\$138.06
A07339	\$219.01
A07341A	\$256.31
A07345	\$2,522.54
A07348	\$245.72
A07350	\$261.16
A07352	\$177.18
A07353	\$283.53
A07355	\$176.06
A07356	\$236.40
A07356A	\$667.56
A07357	\$385.19
A07361	\$285.43
A07363	\$234.14

A07364	\$1,997.10
A07366	\$5,371.12
A07369	\$1,267.50
A07370	\$546.11
A07371A	\$133.88
A07371B	\$133.88
A07372	\$2,733.28
A07376A	\$25.00
A07376B	\$25.00
A07376C	\$25.00
A07376D	\$25.00
A07376E	\$25.00
A07376S	\$25.00
A07376T	\$25.00
A07376U	\$25.00
A07376V	\$25.00
A07376W	\$25.00
A07379	\$223.47
A07381	\$211.28
A08170B	\$1,482.58
A11334	\$105.28
A11335	\$240.81
A11336	\$167.20
A11341	\$200.73
A11351	\$767.15
A11353	\$114.05
A11354	\$571.86
A11355	\$141.66
A11543	\$425.22
A11550	\$1,117.77
A11554	\$511.51
A11563	\$107.74
A11564	\$135.91
A11565	\$5,584.96
A11583	\$159.78
A11584	\$133.78
A11585	\$99.89
A11586	\$112.34
A11587	\$99.97
A11588	\$113.93
A11589	\$96.08
A11592	\$310.44
A11605	\$130.70
A11606	\$96.17
A11608	\$222.01
A11609	\$166.74
A11610	\$188.66
A11614	\$93.11
A11615	\$104.36
A11630	\$100.03
A11631	\$212.78
A11636	\$92.88
A11638	\$539.51
A12102	\$1,493.60
A12146	\$511.51
A12156	\$133.26
A12157	\$133.26
A12169	\$1,491.70
A12176	\$731.87

A12194	\$112.12
A12201	\$134.27
A12202	\$96.43
A12203	\$94.87
A12204	\$93.35
A12205	\$140.70
A12210	\$1,418.36
A12216	\$280.29
A12217	\$95.93
A12218	\$303.55
A12226	\$965.66
A12229	\$187.94
A12233	\$1,003.21
A12241	\$95.72
A12242	\$96.18
A12243	\$95.92
A12244	\$96.33
A12245	\$96.16
A12246	\$142.86
A12248	\$89.36
A12249	\$96.06
A12250	\$95.97
A12251	\$96.15
A12252	\$95.89
A12253	\$95.89
A12254	\$95.97
A12255	\$95.89
A12256	\$95.97
A12257	\$95.89
A12258	\$96.16
A12259	\$95.95
A12260	\$95.95
A12261	\$96.03
A12262	\$95.95
A12263	\$96.03
A12264	\$95.95
A16450	\$2,845.81
A18733	\$213.75
A18734	\$138.78
A18735	\$127.19
A18736	\$129.56
A18737	\$138.28
A18738	\$217.79
A18740	\$166.61
A18741	\$123.95
A18742	\$89.68
A18743	\$134.65
A18744	\$80.10
A18745	\$1,377.29
A26786	\$25.00
A26787	\$25.00
A26788	\$25.00
A26789	\$25.00
A26790	\$25.00
A26791	\$25.00
A26792	\$25.00
A26793	\$25.00
A26794	\$25.00
A26795	\$25.00

A26796	\$25.00
A26797	\$25.00
A26798	\$25.00
A26799	\$25.00
A26800	\$25.00
A27701	\$111.07
A27702	\$115.37
A29916A	\$184.98
A29916B	\$128.20
A29916C	\$90.61
A29916D	\$79.90
A29916E	\$89.08
A29916F	\$83.85
A29916G	\$90.76
A29916H	\$78.09
A29916I	\$90.70
A29916J	\$90.41
A29916K	\$90.98
A29916L	\$90.98
A29916N	\$90.89
A29916O	\$90.75
A29917	\$2,907.42
A31251	\$676.40
A33292	\$856.55
A33974	\$1,193.00
A34212A	\$242.35
A34212B	\$25.00
A34212C	\$25.00
A34212D	\$25.00
A34212E	\$25.00
A34212F	\$25.00
A34212G	\$25.00
A34212H	\$25.00
A34212I	\$25.00
A34212J	\$25.00
A34212K	\$25.00
A34212L	\$25.00
A34212N	\$25.00
A34212O	\$25.00
A34212P	\$25.00
A34212Q	\$25.00
A34212R	\$25.00
A34212S	\$25.00
A34212T	\$25.00
A34212U	\$25.00
A34212V	\$25.00
A34212W	\$100.00
A34212X	\$100.00
A34212Y	\$100.00
A34225A	\$25.00
A34225B	\$25.00
A34225C	\$25.00
A34225D	\$25.00
A34225E	\$25.00
A34225F	\$25.00
A34225G	\$25.00
A34225H	\$25.00
A34225I	\$25.00
A34225J	\$25.00

A34225K	\$25.00
A34225L	\$25.00
A34225N	\$25.00
A34225O	\$25.00
A34225P	\$25.00
A34225Q	\$25.00
A34225R	\$25.00
A34225S	\$25.00
A34225T	\$25.00
A34225U	\$25.00
A34225V	\$25.00
A34225W	\$25.00
A34225X	\$25.00
A34226A	\$25.00
A34226B	\$25.00
A34226C	\$25.00
A34226D	\$25.00
A34226E	\$25.00
A34226F	\$25.00
A34226G	\$25.00
A34226H	\$25.00
A34226I	\$25.00
A34226J	\$25.00
A34226K	\$25.00
A34226L	\$25.00
A34226N	\$25.00
A34226O	\$25.00
A34226P	\$25.00
A34226R	\$25.00
A34226S	\$25.00
A34620	\$224.31
D01207	\$105.94
D01207	\$5,875.44
D05764	\$340.97
D12010	\$101.47
D12013	\$93.42
D12013A	\$113.20
D12014	\$213.60
D12015	\$183.79
D12017	\$98.86
D12017A	\$138.85
D12018	\$116.61
D12018A	\$72.14
D12019	\$114.78
D12021	\$128.19
D12037	\$136.48
D12039	\$184.50
D12048	\$258.07
D12049	\$175.28
D12052	\$212.89
D12053	\$125.84
D12055	\$25.00
D12056	\$25.00
D12267	\$25.00
D12268	\$25.00
D12269	\$108.32
D12270	\$75.92
D12271	\$608.13
D12436	\$73.25

D12514	\$114.96
D13071	\$110.70
D13072	\$131.75
D13111	\$126.07
D13113	\$119.45
D13114	\$103.12
D13139I	\$25.00
D13144J	\$216.68
D13144K	\$500.06
D13144L	\$2,369.64
D13144Z	\$810.45
D13145	\$208.87
D13145A	\$280.79
D13145D	\$175.27
D13145E	\$206.50
D13145F	\$5,062.70
D13145L	\$200.35
D13161	\$85.61
I00048	\$151.23
I00063	\$72.05
I00064	\$57.47
I00078B	\$8.03
I00140	\$6.69
I00153	\$137.01
I00154	\$397.30
I00196	\$67.63
I00199	\$98.19
I00203	\$212.53
I00221	\$114.63
I00227	\$81.36
I00230	\$112.39
I00234	\$115.80
I00236	\$117.28
I00241	\$70.29
I00250B	\$116.68
I00251	\$207.01
I00251A	\$285.54
I00254	\$78.38
I00263	\$259.71
I00270B	\$25.00
I00270C	\$25.00
I00272	\$143.89
I00278	\$83.99
I00282	\$75.58
I00593	\$406.81
I00593A	\$290.40
I00602	\$320.13
I00603	\$847.97
I00621	\$64.94
I00622	\$86.94
I00623	\$157.64
I00624	\$97.84
I00635	\$57.10
I00648	\$61.59
I00649	\$61.70
I00650	\$68.67
I00651	\$25.00
I00734	\$25.00
I00763	\$615.02

I00797	\$522.96
I00877	\$25.00
I01016	\$25.00
I01060	\$50.22
I01104	\$144.48
I01149	\$102.24
I01150	\$25.00
I01160	\$79.28
I01172	\$122.62
I01149	\$102.24
I01150	\$25.00
I01160	<u>\$25.00</u>

Total **\$418,656.02**

RESOLUTION NO. 19 - ____

**A RESOLUTION ASSESSING ALL HOTELS WITHIN THE
BILLINGS TOURISM BUSINESS IMPROVEMENT
DISTRICT WITH SIX (6) OR MORE ROOMS \$2 PER
OCCUPIED ROOM NIGHT**

WHEREAS, the 2007 Montana Legislature and the Governor approved legislation that allows local governments to create Tourism Business Improvement Districts, effective October 1, 2007; and

WHEREAS, the Billings City Council created the Tourism Business Improvement District (Tourism Business Improvement District No. 0002) on August 27, 2007 by adopting Resolution No. 07-18593; and

WHEREAS, the Billings City Council created the Tourism Business Improvement District (Tourism Business Improvement District No. 0002) on April 10, 2017 by adopting Resolution No. 17-10614; and

WHEREAS, in May, 2013, the Billings Tourism Business Improvement District Board of Trustees petitioned the Billings City Council to increase the occupied room night assessment for hotels with 60 or more rooms, which was accomplished by the City Council's adoption of Resolution No. 13-19284; and

WHEREAS, the Billings Tourism Business Improvement District Board of Trustees petitioned the Billings City Council to amend Resolution 13-19284 by eliminating the two (2) classes of hotels established in the resolution and to charge the same occupied room night assessment to all eligible hotels; and

WHEREAS, the Billings City Council must amend Section 9 of Resolution No. 13-19284 in order to change the occupied room night assessment,

BE IT RESOLVED by the Billings Montana City Council that Resolution No. 13-19284, Section 9 is amended as follows:

Section 9. Assessments. All hotels, as defined in Section 8, that are within the District will be assessed for their proportionate share of the costs of maintaining the activities of the Tourism Business Improvement District as prescribed in Section 7-12-1133(2)(c) M.C.A. The assessments to fund the work plan for each fiscal year are to be collected from all hotels with six (6) or more rooms within the boundaries of the district and all such hotels shall be subject to an assessment of \$2 per occupied room night. Stays by persons whom are otherwise exempt from paying a transient occupancy tax (a.k.a. lodging facility use tax), as provided in Sections 15-65-101 through 15-65-136 MCA, shall be exempt from the assessment.

The assessments may be modified annually by adoption of a resolution or adoption of the City's budget.

Section 12: Effective Date. The effective date for this resolution shall be June 24, 2019.

APPROVED by the City Council of the City of Billings, Montana this 24th day of June, 2019.

THE CITY OF BILLINGS:

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

RESOLUTION NO. 19 _____

A RESOLUTION MAKING THE ANNUAL ALL-PURPOSE MILL LEVY AND MILL LEVIES FOR LIBRARY OPERATING, TRANSIT OPERATING, AND PUBLIC SAFETY FUNDS FOR THE FISCAL YEAR 2019-2020.

WHEREAS, pursuant to law, the City of Billings is required to make annual mill levies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. That an All-Purpose Annual Mill Levy in the amount of 74 Mills is hereby imposed on all taxable property within the City of Billings, Montana, for the Fiscal Year July 1, 2019 through June 30, 2020.

2. That additional Mill Levies in the amounts stated are hereby imposed on all taxable property within the City of Billings, Montana, to provide payment for the following:

- A. 10.00 Transit Operating Fund
- B. 5.00 Library Operating Fund
- C. 20.00 Public Safety Fund

3. That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED by the City Council this 24th day of June, 2019.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Public Hearing and Resolution Setting Annual Arterial Fee Assessments for Fiscal Year 2020

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: Yes

PROBLEM/ISSUE STATEMENT

Arterial construction fee assessments are set annually by resolution. The rate schedule for arterial fee assessments is based on zoning and square footage to reflect the relative average impact on arterial roads. The existing rates are not adequate to provide for the capital investment necessary to continue providing service at the current level. The attached resolution specifies the proposed rates with a 3% increase. The arterial construction assessment requires two-thirds (2/3) of all Council members present and voting to pass an increase in assessments.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may

- approve the recommended resolution
- not approve the recommended resolution. If Council does not approve a resolution, an amended resolution to establish arterial construction fee assessments will need to be considered at a future City Council meeting to establish rates for fiscal year 2020.

FINANCIAL IMPACT

An average 9,600 square foot residential lot currently pays \$49.82 per year. The adjusted fee increase to an average 9,600 square foot residential lot is \$1.54 per year and the annual increase in revenues for FY 2020 is approximately \$127,000.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution setting arterial construction fee assessment rates for FY 2020.

APPROVED BY CITY ADMINISTRATOR

Attachments

Arterial Fee Assessments for Fiscal Year 2020

RESOLUTION 19 - _____

**A RESOLUTION LEVYING AND ASSESSING ARTERIAL
CONSTRUCTION FEES FOR PROPERTIES WITHIN THE CITY OF
BILLINGS, PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION**

WHEREAS, the Billings, Montana City Code established the rate table for Arterial Construction Fee assessments; and

WHEREAS, the assessment rates may be changed by passage of a resolution by a super-majority of the City Council, consisting of at least two-thirds (2/3) of all Council members present and voting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. ANNUAL ARTERIAL CONSTRUCTION FEE. That for the purpose of paying the cost of construction and/or reconstruction of arterial roadways and depreciation and replacement of arterial roadways to provide safe facilities on which citizens and visitors may travel, including the principal and interest on all revenue bonds to be issued for that purpose, as authorized by M.C.A. Title 7 Chapter 7 Part 44 as amended, an annual arterial construction fee assessment is imposed for the fiscal year 2020, upon all lots or portions of lots as identified in the city's property tax record files. Rates are hereby levied and assessed as listed and described on EXHIBIT "A" attached hereto and by this reference said exhibit is made a part hereof.

2. EXEMPTION. Arterial Construction Fee assessments shall not be paid by City of Billings owned properties.

3. DISPOSITIONS OF COLLECTIONS. Monies collected from taxes shall be paid into the Municipal Arterial Construction System Fund, of Billings, Montana.

4. NOTICE OF HEARING. On Monday, **June 24, 2019**, at 5:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall,

Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 24th day of June, 2019.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

Exhibit A

ZONE	RATE	
VACANT	\$1,260.00	Cap
AT RATE	0.00182	persq. ft.
P	0.00307	persq. ft.
R-96	0.00535	persq. ft.
R-80	0.00585	persq. ft.
R-70	0.00616	persq. ft.
R-70R	0.00616	persq. ft.
RMH	0.00691	persq. ft.
R-50	0.00740	persq. ft.
PD	0.00849	persq. ft.
R-60	0.00925	persq. ft.
R-60R	0.00925	persq. ft.
RP	0.01002	persq. ft.
RMF-R	0.01043	persq. ft.
RMF	0.01084	persq. ft.
NC	0.01193	persq. ft.
ELC	0.01193	persq. ft.
MCPZD	0.01231	persq. ft.
CC	0.01273	persq. ft.
EGC	0.01306	persq. ft.
PZD	0.01291	persq. ft.
HC	0.01306	persq. ft.
CI	0.01391	persq. ft.
HI	0.01547	persq. ft.
CBD	0.01853	persq. ft.
ELI	0.01306	persq. ft.
EMU	0.01273	persq. ft.
EBRSV	0.01193	persq. ft.
EBRMS	0.01853	persq. ft.
EBCW	0.01273	persq. ft.
EBMS	0.01853	persq. ft.
EBIS	0.01391	persq. ft.

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Public Hearing and Resolution Setting Annual Street Maintenance District Assessments for Fiscal Year 2020

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: Yes

PROBLEM/ISSUE STATEMENT

Street Maintenance District (SMD) assessments are set annually by resolution. There are currently two SMDs in Billings. SMD 1 encompasses primarily the downtown area. SMD 2 is the entire City. Properties in SMD 1 are also in SMD 2. The existing rates are not adequate to provide for the operation and maintenance and capital investment necessary to continue providing service at the current level. Staff is proposing a 3% increase for SMD 1 and SMD 2 to recover the cost of services and maintain the current service level. The attached resolution specifies the proposed rates for FY 2020.

ALTERNATIVES ANALYZED

City Council must hold a public hearing and then may:

- approve the recommended resolution,
- approve an amended resolution, or;
- not approve the resolution. If Council does not approve a resolution, an amended resolution to establish street maintenance district assessments will need to be considered at a future City Council meeting to be in accordance with state statutes.

FINANCIAL IMPACT

The proposed rate adjustment would increase an average 9,600 square foot residential lot in SMD 2 from \$120.37 per year to \$123.98 per year and will generate approximately \$264,000 of additional revenue in FY 2020

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution setting annual street maintenance district assessments for fiscal year 2020.

APPROVED BY CITY ADMINISTRATOR

Attachments

Street Maintenance District Assessments for Fiscal Year 2020

RESOLUTION 19-_____

A RESOLUTION LEVYING AND ASSESSING STREET MAINTENANCE DISTRICT FEES FOR PROPERTIES WITHIN STREET MAINTENANCE DISTRICTS IN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.

WHEREAS, the City, by Resolution, has defined the boundaries and established street maintenance districts as provided by State Law, and

WHEREAS, Billings Montana City Code and Title 7, Chapter 12, Part 44 of the Montana Code Annotated authorizes the City of Billings to adjust street maintenance district rates and charges to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of each said district.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. METHOD OF ASSESSMENT. The City hereby determines that each lot or parcel of land within both Street Maintenance Districts One (1) and Two (2) shall be assessed for that portion of the whole cost which each lot or parcel of land in the respective district bears to the total area of the respective district exclusive of streets, avenues, alleys and public places.

2. ASSESSMENT DISTRICT ONE (1). Each lot or parcel within the boundaries of Street Maintenance District One (1), is hereby assessed **\$.057305** per square foot of area for fiscal year 2020.

3. ASSESSMENT DISTRICT TWO (2). Each lot or parcel within the balance of the City, being District Two (2), is hereby assessed **\$.012915** per square foot of area for fiscal year 2020.

4. MAXIMUM ANNUAL CHARGE. The maximum annual charge for any tract, parcel or lot which is undeveloped and unimproved shall be **\$1,545.00**

5. LOTS AND PARCELS ASSESSED. A list which describes each lot or parcel of land assessed within the respective district, with the name of the owner thereof, and the amount levied thereon

set is available in the office of Public Works Fiscal Services Belknap location, 2251 Belknap Avenue, Billings, Montana.

6. EXEMPTION. Street Maintenance District assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund or MET Transit Fund.

7. COLLECTION OF ASSESSMENTS. Said special assessments shall be placed upon the assessment rolls and collected in the same manner as other taxes.

8. NOTICE OF HEARING. On Monday, **June 24, 2019**, at 5:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.

9. EFFECTIVE DATE. This resolution shall be effective upon final adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 24th day of June 2019.

BY: _____

William A. Cole, MAYOR

ATTEST:

BY: _____

Denise Bohlman, CITY CLERK

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Public Hearing and Resolution Setting Annual Storm Sewer Assessments for Fiscal Year 2020

PRESENTED BY: David Mumford, Public Works Director

Department: Public Works

Presentation: Yes

PROBLEM/ISSUE STATEMENT

Storm sewer assessments are set annually by resolution. The rate schedule for storm assessments is based on zoning classification and square footage to reflect the relative storm water runoff of various land uses. Staff is recommending an increase in storm sewer fees of 3% for FY 2020 to keep up with inflationary costs of construction, as well as increases in operations and maintenance costs. The attached resolution specifies the proposed storm sewer assessment rates for FY 2020.

ALTERNATIVES ANALYZED

The Council must hold a public hearing and then may:

- Approve the recommended resolution
- Approve an amended resolution; or
- Not approve a resolution. If Council does not approve a resolution, an amended resolution to establish storm sewer assessments will need to be considered at a future City Council meeting to establish rates for fiscal year 2020.

FINANCIAL IMPACT

The proposed increase in the storm sewer assessment rates would increase an average 9,600 square foot residential lot from \$44.16 per year to \$45.50 per year and will generate approximately \$131,000 for the storm sewer fund in FY 2020.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution setting storm sewer assessment rates for FY 2020.

APPROVED BY CITY ADMINISTRATOR

Attachments

Storm Sewer Assessments for Fiscal Year 2020

RESOLUTION 19- _____

A RESOLUTION LEVYING AND ASSESSING STORM SEWER FEES FOR PROPERTIES WITHIN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND FINAL ADOPTION

WHEREAS, under Section 7-13-4301, M.C.A, the City of Billings is authorized to construct, reconstruct, operate, and maintain a storm sewer system; and

WHEREAS, Billings, Montana City Code and Title 7, Chapter 13, Part 43 of the Montana Code Annotated authorizes the City of Billings to adjust storm sewer rates and charges to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of said system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. ANNUAL STORM SEWER FEE. That for the purpose of defraying the cost of upgrading, repairing and maintaining the City Storm Sewer System, an annual storm sewer fee is imposed for the fiscal year 2020, upon all lots or portions of lots as identified in the City's property tax record files. Rates are hereby levied and assessed as listed and described on EXHIBIT "A" attached hereto and by this reference said exhibit is made a part hereof.

2. EXEMPTION. Storm Sewer Fee assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund, or MET Transit Fund.

3. DISPOSITIONS OF COLLECTIONS. Monies collected from assessments shall be paid into the Municipal Storm Sewer System Fund, of Billings, Montana.

4. NOTICE OF HEARING. On Monday, **June 24, 2019**, at 5:30 o'clock p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council will hear objections to the adoption of this resolution. The City Clerk is

hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Billings Times.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council of the City of Billings, Montana on the 24th day of June, 2019.

CITY OF BILLINGS:

BY: _____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

Exhibit A

STORM SEWER FEE

ZONE	RATE	
VACANT	\$1,110.00	Cap
AT RATE	0.00160	per sq. ft.
P	0.00272	per sq. ft.
R-96	0.00474	per sq. ft.
R-80	0.00517	per sq. ft.
R-70	0.00547	per sq. ft.
R-70R	0.00547	per sq. ft.
RMH	0.00611	per sq. ft.
R-50	0.00654	per sq. ft.
PD	0.00748	per sq. ft.
R-60	0.00818	per sq. ft.
R-60R	0.00818	per sq. ft.
RP	0.00887	per sq. ft.
RMF-R	0.00925	per sq. ft.
RMF	0.00955	per sq. ft.
NC	0.01054	per sq. ft.
ELC	0.01054	per sq. ft.
MCPZD	0.01088	per sq. ft.
CC	0.01126	per sq. ft.
EGC	0.01156	per sq. ft.
PZD	0.01141	per sq. ft.
HC	0.01156	per sq. ft.
CI	0.01229	per sq. ft.
HI	0.01368	per sq. ft.
CBD	0.01637	per sq. ft.
ELI	0.01156	per sq. ft.
EMU	0.01126	per sq. ft.
EBRSV	0.01054	per sq. ft.
EBRMS	0.01637	per sq. ft.
EBCW	0.01126	per sq. ft.
EBMS	0.01637	per sq. ft.
EBIS	0.01229	per sq. ft.

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Draft RFP for Facilities Master Plan City Hall Site Proposals - Phase I

PRESENTED BY: Kevin Iffland, Assistant City Administrator

Department: City Hall Administration

Presentation: Yes

PROBLEM/ISSUE STATEMENT

City Council has directed Staff to issue a RFP for the purpose of gathering proposals for a consolidation of City Offices into a single or grouped facility in the downtown area of Billings. Currently, these City Offices in downtown Billings are spread throughout five (5) locations that the public accesses. This Phase I RFP establishes a boundary for proposers to submit responses for facilities to accommodate the designated Departments from the Facilities Master Plan according to the Scope of information and data presented. These proposals will be utilized to review some available options by City Staff and Council and set some direction for the future to fund and set a course for the future.

ALTERNATIVES ANALYZED

After reviewing the concept presented in the Facilities Master Plan, City Council has directed Staff to issue a RFP to gather information on interest in providing a building or buildings to accommodate City Offices in the future.

City Council may:

- Approve, or
- Disapprove, or
- Modify and redirect

this RFP for issue and advertisement.

FINANCIAL IMPACT

There is no intent with this RFP to be able to act immediately on the Proposals as there is no funding plan in place to do so. The City Staff and Council will utilize this information to set direction for future plans.

Therefore, there is no financial impact at this time.

RECOMMENDATION

Staff recommends making any necessary revisions and issuing this RFP as directed by City Council.

APPROVED BY CITY ADMINISTRATOR

Attachments



Request for Proposals

City of Billings, Montana

for

City Hall Offices/Site(s)

within Downtown Billings

Phase I

REQUEST FOR PROPOSALS

Downtown City Hall Site(s) for City of Billings

SECTION 1 – GENERAL INFORMATION

1.1 Purpose

The City of Billings is issuing this Request for Proposals (RFP) for the purpose of gathering proposals pertaining to developed space(s) for locating the offices and needs of City Hall Department functions that operate in Downtown Billings. The space will accommodate the Departments outlined in the Scope of the Downtown offices and functions with projected square footages development through a Master Planning process conducted in 2015 and recently updated. Also included are Parking requirements defined as both employee parking, city vehicle parking and parking needed for the Public to access these City Service functions at a City Hall. This RFP includes a map showing what the City believes to be the boundaries within the Downtown areas that we believe will best serve Billings. If you wish to propose a site outside of those boundaries, please provide your rationale and the City of Billings will determine if this meet our criteria.

In full disclosure, it is important to acknowledge that the City is requesting proposals at this time to set some direction for the future. Depending on the nature of the proposals, the terms, etc., it must be noted that the process within the City could require a public ballot issue and the process of determining funding methods, etc. will mean a minimum of 18 months to 3 years to approve a project. That does not mean the City cannot proceed with some planning, conceptual design or begin public processes to move forward, however, please note that a project will take some time to develop.

For the purposes of establishing the steps that have led to this RFP, it is important to understand that all the Departments contained in the scope of this RFP have been doing business in Downtown Billings and in the 2-3 most recent decades, were conducting in Three (3) Facility Locations, namely, City Hall, upper floor within the Library, and at the Community Center. In the planning of the new Library and feedback from the public, it was determined that the new Library be placed on the ballot as a Bond Issue with ONLY Library functions as a part of that new Facility. The success of that bond issue was also attributed to the private donations that partnered with public funding to build that facility. In essence, that decision ultimately displaced over 21,000 GSF of space that was occupied by Public Works Administration and Engineering in addition to Planning and Community Services Departments which includes the Building Department. The Departments that occupied in that space are now in shorter term leased space in two different locations, blocks apart in

downtown Billings. In addition, the current City Hall is out of any growth capacity and is deficient in needed space to operate.

In response to these needs, the City conducted a Facilities Master Planning process and subsequently, that Plan was adopted by City Council in 2017 and the direction of that plan was to move forward with many objectives, but primarily to: 1) create a more consolidated location for City services locations that are accessible to the Public in one or two locations, as opposed to five or more, and 2) to create a City Hall presence that allows efficient and productive space for City functions to conduct that business and take advantage of the positive synergies that creates for operating cohesive and consistent City Services to the citizens of Billings.

The proposal shall include:

- A detailed description of the proposer and the individuals, entity or entities making the Proposal including background information and other projects and/or sites that have been done previously or experience in development or both.
- Disclosure of the parties involved in the Proposal and Background information
- A brief summary of the short and long term objectives of this proposal and the facilities proposed in the RFP response
- A comprehensive description of site and project that would house the City Hall functions for the City of Billings
- A description of the process that would occur with the City to develop such project
- The tables show square footage required for the current staffing levels, those forecasted for 2030 and 2040. Please discuss how you propose meeting the growth needs in the space(s) at those milestones.
- Note that there are at least 10 Departments that are accessed daily by the Public, so accessibility to those locations are critical to a successful City facility.
- Outline the terms or propose financing opportunities that could be available to the City of Billings with respect to a proposed project – any forecasted or estimated pricing can be included and would be appreciated.
- Acknowledge that all buildings, offices areas and proposed spaces would need to meet all laws, ordinances, codes of record including full accessibility under the laws of the ADA and all current regulations. Note that the City is also accountable to Title III under the ADA.

Ultimately, the City of Billings hopes to utilize the Proposals to set a direction for the future to get these needs addressed. That could be with one of the proposals or many.

1.2 General Submission Information

The City intends to evaluate these proposals and determine the implications and economic impacts associated with the proposals. This RFP is not to be construed as a contract or commitment of any kind. The City may enter into discussions with one or more of the

parties proposing but will not likely establish an Agreement until further action by City Administration and City Council takes place. Therefore, projects that are specific to location but somewhat conceptual will be advised unless more specific details are already developed.

1.3 Questions

Questions regarding this RFP shall be submitted to:

City of Billings
Attention: Kevin Iffland, Assistant City Administrator;
210 N. 27th Street
PO Box 1178, Billings Montana;
Phone: (406) 657-8478;
Fax: (406) 657-8390
ifflandk@billingsmt.gov

from 8:00 a.m. to 5:00 p.m. (MST), Monday through Friday. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposals.

1.4 Preparation Costs

The City shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest-ranked Proposer and/or award of contract and/or rejection of proposal. By submitting a proposal, each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

SECTION 2 – RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the Work and the conditions likely to be encountered in performing the Work.

2.2 Proposal Acceptance Period

All offers must be complete and irrevocable for sixty (60) days following the submission date. If necessary, potential project schedules could be discussed at the City's discretion.

2.3 Disposition of Proposals

All materials submitted in response to this RFP become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this RFP will be held in confidence and will not be revealed or discussed with competitors. However, one copy of each proposal submitted shall be retained for the official files of the Department and will become public record after award of any Contract.

The Consultant understands that, if selected, the City reserves the right to provide its opinion publicly and privately regarding the Consultant's performance.

2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straightforward and concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on:

- Conformance to the RFP instructions
- Responsiveness to the RFP requirements
- Overall completeness and clarity of content

2.5 Signature Requirements

All proposals must be signed. An officer or other agent of a corporate vendor, if authorized to sign Contracts on its behalf; a member of a partnership; the owner of a privately owned vendor; or other agent if properly authorized by a Power of Attorney or equivalent document may sign a proposal. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

2.6 Proposal Submission

Fifteen (15) copies of the proposal must be submitted to the City no later than 4:00 p.m. (MST) on Friday, August 2nd, 2019. All copies of the proposals must be under sealed cover and plainly marked with the project name. Proposals shall be delivered or mailed to:

Kevin Iffland
Assistant City Administrator
210 N. 27th Street
Billings Montana 59101
Or
P.O. Box 1178
Billings, Montana 59103

2.7 Modification/Withdrawal of Proposals

A respondent may withdraw a proposal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new or modified proposal prior to the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final proposal cannot be changed or withdrawn after the submittal deadline, except for modifications requested by the City after the date of receipt and following oral presentations.

2.8 Oral Change/Interpretation

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the City of Billings

2.9 Late Submissions

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED IN SECTION 2.6 WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.

2.10 Rejection of Proposals

The City of Billings reserves the right to reject any or all proposals if determined to be in the best interest of the City.

SECTION 3 – SCOPE OF WORK

3.1 Project Scope

The City of Billings requests proposals for a qualified Firm, Developer, Consultant, or Owner to propose a site, building(s) or project that will accommodate the size, functions, and general specifications for the City Departments that will operate in a “City Hall” within the downtown area specified in the City of Billings, MT. This request is preliminary to begin the process of determining the future placement of the City Hall functions and, as such, it is disclosed that this project is not yet funded so proposals can be conceptual, but must meet the criteria The City is providing data from and updated master planning process that reveals the Departments to be included and some estimated projections of the sizing and scope of areas needed. It is preferred that the functioning are within one (1) facility, however, multiple facilities can be used if they are in a campus-type setting so Public Access is convenient and efficient. There are critical adjacencies noted in the date provided such that the critical adjacencies will be housed together in a facility. In addition, there is a projection of Parking needs that have been categorized by Employee Parking, City Vehicle Parking, and number of Public parking spaces we foresee as needed. This projection has not be “factored” in any

way, so is truly and estimate only. City vehicle parking means that these vehicles are left on site at the end of the day. A separate Table of “Special” or “Other” spaces is included since we have needs of special areas such as Courtrooms, Public meeting area and other conference spaces. The selected firm may be required to provide up to fifteen (15) printed copies of the report for the City’s use and review and will be required to provide the final report and recommendation on computer disk or other storage media. The firm may also be required to make an oral presentation to City Council.

3.2 Scope of Proposal(s)

FACILITIES MASTER PLAN – SITES FOR CITY HALL- PHASE I – SUMMARY SCOPE OF WORK

Since this is Phase I of this process, it is noted that the City may work with proposers for additional discussions in the future, so not necessarily one proposal will be selected. Phase II in the future would include more detailed plans and schedules to move forward.

Proposal Objectives: It is the intent of the City of Billings to receive input for our future need of consolidating our City Hall functions in the downtown area to set our future direction and assist with decisions that need to be addressed. These objectives are what we are targeting for this RFP:

- Recommendations/Options of site(s) that can accommodate the functions outlined and the quantity of space required
- Gain insight into development goals and ideas for our Community that qualified individuals and firms would propose for the City to consider
- Public input – include a public process in the plan for future presentation and input into aspects of this type of project
- Some perspective of cost and configuration of possible future space
- Comments and analysis on City’s position to own or lease developed facilities

SECTION 4 – PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, the proposals shall be organized in the manner specified below. Proposals shall not exceed ten (10) pages in length (excluding resumes, title page(s), index/table of contents, attachments, or dividers). Information in excess of those allowed will not be evaluated/scored. One page shall be interpreted as one side of single-spaced, typed, 8½” X 11” sheet of paper.

4.1 Title Page (Limited to 1 Page)

Show the RFP project name, the name of your firm, address, telephone number(s), name of contact person, and date.

4.2 Letter of Transmittal (Limited to 2 Pages)

- A. Identify the RFP for which proposal has been prepared.
- B. Briefly state your firm's understanding of the RFP and your reason for submitting a proposal.
- C. Provide the name of the person authorized to make representations for your firm, their title, address, telephone number and other contact information.
- D. The letter must be signed by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

4.3 Proposal Narrative (Limited to 10 Total Pages)

- A. Firm Experience
Detail the firm's experience in the same or similar areas of expertise and its ability to provide the required services.
Provide at least three references for which your firm has provided the same or similar services. Include a point of contact, current telephone number, and a brief description of the services provided.
Identify your firm's performance on similar projects, especially noting City of Billings work and task work of this type.
- B. Available Resources and Consultant Location
Provide information on personnel resources available to your firm, which indicates that you have access to the services necessary to perform the work in the time available and within the required standard.
Describe the firm's location where the primary services are to be provided and the ability to meet in person with City personnel when required during the performance of the Contract.
- D. Project Methodology, Approach, Terms and Descriptions or Diagrams
Provide detailed information on the firm's methodology in meeting the scope of work requirements identified in Section 3 and Attachments.

SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCESS

5.1 Evaluation Criteria

Submittals will be evaluated in accordance with the following criteria:

- A. Firm Experience & Resources
- B. Interpretation of Scope and Presentation
- C. Project Methodology and Innovation

- D. Location and attributes
- E. Terms and Economics

A committee of individuals representing the City of Billings will evaluate the proposals and summarize results to the City Council. The City of Billings reserves the right to work with the proposers to verify questions and may request a firm to make a presentation to City Council.

ATTACHMENT A and Appendix X

**SUMMARY TABLES, DATA & AREA BOUNDARIES
AS PREPARED BY**

**CTA ARCHITECTS ENGINEERS IN ASSOCIATION WITH
CGL COMPANIES**



**Table 3-2
Projected Space Needs**

Department/Division	Space				
	Exstg DGSF	2019 DGSF	2030 DGSF	2040 DGSF	% Change
City Administration	1,637	2,250	2,450	3,000	83.3%
City Attorney	3,734	4,150	4,400	4,900	31.2%
Facilities Management - City Hall	1,461	1,600	1,600	1,600	9.5%
Finance	7,905	7,475	7,700	7,700	-2.6%
Human Resources	2,402	3,050	3,375	3,650	52.0%
Information Technology - City Hall	3,002	4,225	4,450	4,900	63.2%
Information Technology - Belknap	1,818	1,575	1,575	1,575	-13.4%
Municipal Court	6,543	11,075	11,525	11,975	83.0%
Parking	1,339	2,400	2,550	2,850	112.8%
Parks, Recreation and Public Lands - Administration	2,980	3,750	4,800	5,850	96.3%
Planning and Community Services - Building	3,490	3,575	3,975	4,375	25.4%
Planning and Community Services - Code Enforcement	958	800	1,000	1,400	46.1%
Planning and Community Services - Community Dev	3,553	3,763	4,825	5,500	54.8%
Planning and Community Services - Planning	3,058	2,485	3,025	3,475	13.6%
Police Department - Administration/ Records	11,500	14,750	16,650	18,100	57.4%
Police Department - Detectives	6,198	6,200	7,000	7,525	21.4%
Police Department - Drug & Fugitives	n/a	3,400	3,800	4,000	
Public Works - Administration	1,341	1,575	1,800	2,025	51.0%
Public Works - Engineering	4,992	5,800	6,250	6,700	34.2%
Other - City Hall Support ¹	574	4,199	4,199	4,199	631.5%
Total	68,485	88,097	96,949	105,299	53.8%

Source: CGL and CTA, December 2014 and updated February 2015 and June 2019. Note totals may vary due to rounding.

¹ Existing includes Break Room, future includes 1 community room for 100 persons (1,500sf), 2 large meeting rooms for 20 persons (400sf), and 4 meeting rooms for 6-8 persons (150sf).

Note that the space projections are expressed as DGSF and that grossing factors must be added to determine total building size or BGSE. CTA would recommend adding 30% to cover the Common areas + mechanical.



**TABLE 3-3
OTHER OR SPECIAL SPACE NEEDS BY DEPARTMENT**

Department	Other or Special Space Needs
City Administration	Access to a Conference Room – see Support below Public Access Window/Counter
City Attorney	Includes Conference Room
Facilities Management	Shop Space for Maintenance/Storage
Finance	Public Access Counter/Window, Records Storage
Human Resources	Public Access Counter/Window, Interview Rooms (2) + Records Storage
Information Technology	IT server Room for City (24/7 with Dedicated Cooling + Delivery/Loading Dock access
Municipal Courts	Courtroom to seat 60, Hearing Room seat 25, Private Restroom, (1) Holding Cell, Records Storage
Parking Division	Public Payment window
Parks & Recreation - Administration	Public Access Counter+ Materials & Supplies Storage
Planning - Building	Public Access Counter + Conference Room
Planning - Code Enforcement	Public Access Counter + Records Storage
Planning- Community Development Dept.	Reception Area (small)
Planning - Planning Dept.	Public Access Counter, Large Conference Room
Police Administration	Public Access Window, Conference Room, Record Storage
Police - Detectives	Secure Interview & Waiting Rooms, Public Window/Waiting Area (outside secure door)
Police - Drug & Fugitive Task Force	NONE
Public Works -Admin. & Finance	NONE
Public Works - Engineering	Public Access Counter, Records Storage, Conference Room
City Hall Support	Common Break Room + Community Room (100 Seats) + (2) large Meeting Rooms for 20 + (4-6 Small Meeting rooms for 6-8 seats

NOTE: Departments in proximity of each other can share Conference Room, but smaller interview or meeting areas noted should be inside department areas.

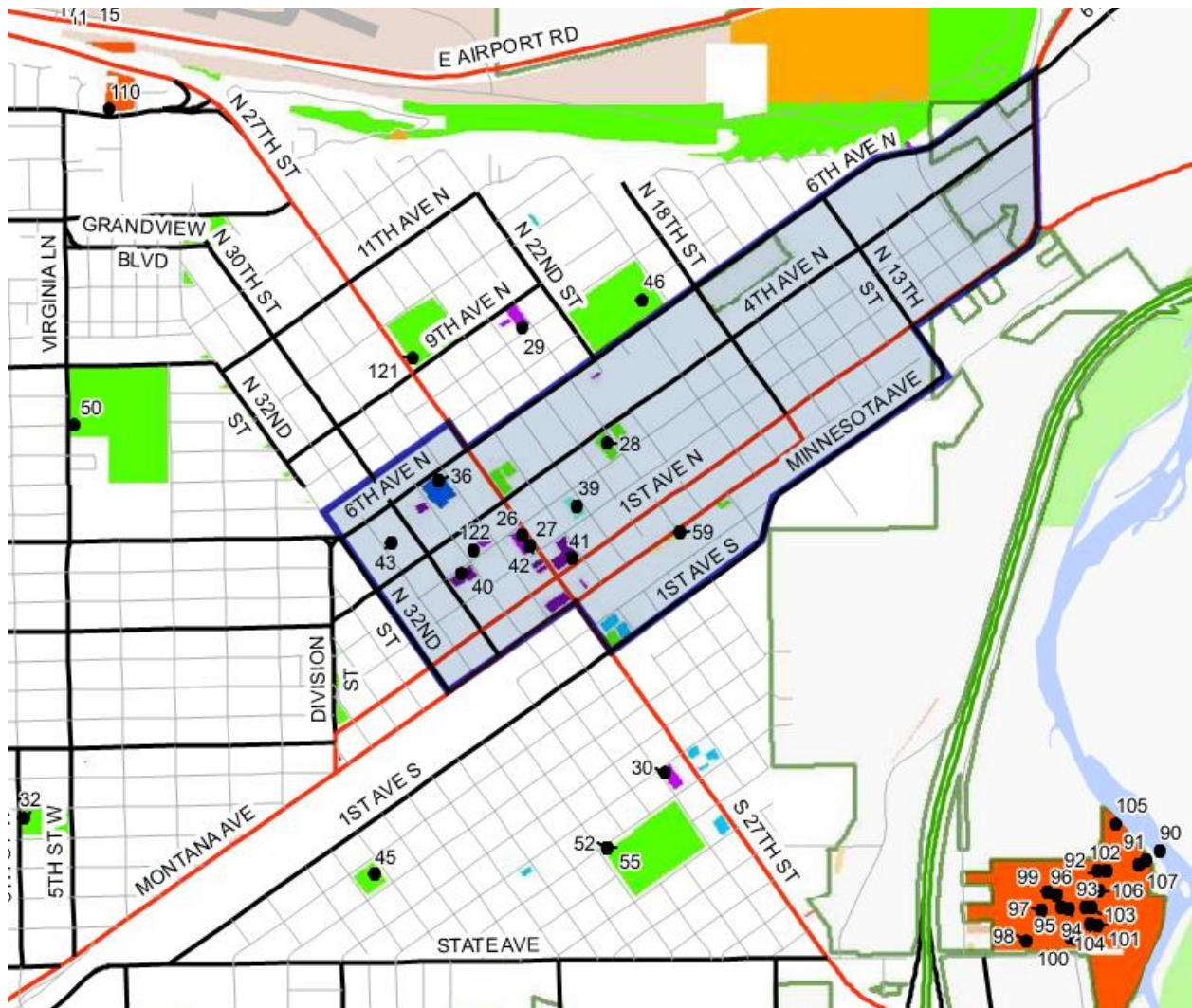


REQUIRED PARKING SUMMARY

PARKING	Employee Vehicles	City Vehicles	Visitor's per day
Existing	205	84	330²
2030 Estimated¹	226	93	363²

¹ Estimated parking count is an increase of 10% over the existing. This 10% matches the projected growth.

² Visitor count is not parking space provided, but the amount of visitors to the departments per day.



CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

Legal Name of Firm/Corporation

Authorized Signature

Address

Printed Name

City/State/Zip

Title

Date

Telephone Number



ATTACHMENT D

INTENT TO RESPOND FORM

RFP: City of Billings RFP for City Offices/Sites in Downtown- Phase I

Dated _____

Please fax, deliver or email the following Intent to Respond form to Kevin Iffland, Assistant City Administrator, at fax (406)657-8390, address 210 N. 27th Street or to ifflandk@billingsmt.gov within two (2) days of RFP due date even if your company chooses NOT to respond to the RFP.

To: City of Billings
Attn: Kevin Iffland
Fax: 406-657-8390

From:	_____	Contact Name
	_____	Company Name
	_____	Company Address

	_____	Phone Number
	_____	Fax Number
	_____	Email Address

We intend to respond to this RFP by the specified due date:

Yes _____ No _____

Company Name Date

Contact Name (please print) Title

Signature of Contact Person

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

Regular City Council Meeting

Meeting Date: 06/24/2019

TITLE: Approving The Parks, Recreation and Public Lands Department's Park District #1 and Cash-in Lieu Funded FY 2020 - FY 2024 CIP Projects

PRESENTED BY: Mike Whitaker, Parks, Recreation & Public Lands Director

Department: Parks/Rec/Public Lands

Presentation: Yes

PROBLEM/ISSUE STATEMENT

The Capital Improvement Plan (CIP), is a financial tool that indicates the City Council's priorities for the physical assets of the City when the City departments prepare their budgets. The Parks Board reviewed and recommended at their June 12, 2019, monthly meeting that Council include the proposed Park District #1 and Cash-in-Lieu projects (see attached) in the FY 2020 to FY 2024 CIP.

ALTERNATIVES ANALYZED

Council may:

- Adopt the CIP additions as presented; or,
- Amend the CIP to include any desired projects and changes, and adopt the CIP as amended; or,
- Take no action which will not allow the additional items in the CIP to be included in the City's budget for FY 2020; or,
- Or defer action to a later Council meeting.

FINANCIAL IMPACT

For the FY 2020 budget the Park District #1 and Cash-in-Lieu funded projects would result in expenditures totaling \$1,300,000.

RECOMMENDATION

Staff recommends that Council approve the FY 2020 to FY 2024 CIP Park District #1 and Cash-in-Lieu funded projects.

APPROVED BY CITY ADMINISTRATOR

Attachments

PD1 and Cash-in-Lieu Funded Projects

Proposed PD1 and Cash-in-Lieu Funded Projects

FY2020 Projects	FY2020 Costs	FY2021 Projects	FY2021 Costs	FY2022 Projects	FY2022 Costs	FY2023 Projects	FY2023 Costs	FY2024 Projects	FY2024 Costs
Various Road & Parking Repairs	\$284,796	Terry Park Sprayground	\$1,300,000	South Park Bathhouse Renovation Study	\$74,000	North Park Sprayground Replacement	\$1,300,000	Grandview Irrigation Automation	\$300,000
North Park Irrigation Automation	\$714,000	*Satellite Maintenance Facility – Heights	\$484,000	Rose & South Parks Pool Liners	\$212,000			Highland Irrigation Replacement with Wells	\$300,000
Repurpose Tennis Courts to Pickleball at Lillis Park	\$50,000	Castle Rock Park Playground	\$300,000	Satellite Maintenance Facility – West End	\$452,000			Highlands Playground Replacement	\$250,000
Castle Rock Park Master Plan	\$75,000 (Cash-in lieu Funds)			North Park Playground Replacement	\$318,000			Rose Pool Spray Feature Replacement	\$100,000
Pave Parking Lot at Centennial Park	\$176,204			Various Road & Parking Lot Repairs	\$244,000			Terry Park Playground Replacement	\$250,000
*Complete Satellite Maintenance Study (FY19)								Various Road and Parking lots Repair	\$100,000
Total	\$1,300,000		\$2,084,000		\$1,300,000		\$1,300,000		\$1,300,000