

OFFICIAL AGENDA
TUESDAY March 19, 2024
Meeting Start Time: 9:30 a.m.
Board of County Commissioners
Yellowstone County, Montana
Stillwater Building
316 N. 26th Street, Room 3108
Billings, MT
9:15 a.m. Agenda Setting

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

9:30 a.m. PRESENTATION

Bicycle and Pedestrian Advisory Committee Annual Presentation to Governing Bodies

9:30 a.m. PUBLIC HEARING

- a. Resolution No. 24-39 to Expand RSID 709M - Clarks Fork River Ranch Subdivision
- b. Resolution No. 24-40 to Expand RSID 723M - Clarks Fork Estates Subdivision
- c. Resolution No. 24-41 to Expand RSID 741M - Conrad Subdivision
- d. Resolution 24-52 to Grant Tax Abatement to CHS, Inc. on Class Eight Property

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. COUNTY ATTORNEY

- a. Resolution 24-53 of Intent to Grant Tax Abatement to Coca-Cola on Class Eight Property and Setting the Public Hearing for Tuesday, April 2, 2024, at 9:30 a.m. in Room 3108
- b. Resolution 24-54 of Intent to Grant Tax Abatement to Signal Peak on Class Eight Property and Setting the Public Hearing for Tuesday, April 2, 2024, at 9:30 a.m. in Room 3108
- c. Resolution 24-56 of Intent to Adopt the Growth Policy for the Area Around the City of Laurel and Setting the Public Hearing for Tuesday, April 2, 2024, at 9:30 a.m. in Room 3108

2. PLANNING DEPARTMENT

Longhorn Subdivision Preliminary Minor Plat

CLAIMS

CONSENT AGENDA

1. CLERK AND RECORDER

Plat of Onyx Pointe Sundivision, Subdivision Improvement Agreement, Road and Utility Dedication, and Easement for Utility Lot Access

2. FINANCE

- a. Resolution No. 24-36 to Create RSID 901M Onyx Pointe Subdivision - Roads and Stormwater
- b. Resolution No. 24-37 to Create RSID 902M Onyx Pointe Subdivision - Dry Hydrant
- c. Resolution No. 24-38 to Create RSID 903M Onyx Pointe Subdivision - Drainfield System
- d. Metra ARPA Infrastructure Back Lot Contract with Terracon for Materials Testing
- e. Facilities Request to Expend for Garage Door Replacement
- f. MetraPark West Concessions (2) Invitation for Bids
- g. Facilities Contract with Montana Sprinkler Service for Yellowstone County Museum Lawn Maintenance
- h. MetraPark Recommendation of Award to Bruco, Inc for Ride-On Scrubber/Sweeper
- i. MetraPark Recommendation of Award to Hillyard, Inc. for Ride-On Floor Scrubber
- j. Intent to Cancel Old Warrants on 6/30/24 for Checks over 8 Years Old
- k. Intent to Send Unclaimed Property to the State of Montana

3. PUBLIC WORKS

- a. Invitation for Bid Public Works Crack Seal Project I 2023-2024
- b. Invitation for Bid Public Works Asphalt Overlay Project III 2023-2024 Golf Course Road & West 9th Street

4. SHERIFF

Computer Support Agreement with the City of Billings for Period 7/1/24 to 6/30/25

5. HUMAN RESOURCES

PERSONNEL ACTION REPORTS - Road & Bridge - 1 Termination; **Detention Facility** - 2 Appointment, 2 Termination; **Justice Court** - 1 Termination; **Sheriff's Office** - 1 Termination; **County Attorney** - 2 Appointments

FILE ITEMS

1. COMMISSIONERS

MDT Federal Aid Project Roadside Safety Improvements

2. FINANCE

- a. Budget Adjustment to Move Petty Cash and Activity from the Drug Forfeiture Funds to the Sheriff's Fund
- b. Youth Services Training Budget Adjustment
- c. Detailed Cash Investment Report February 2024

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Meeting Date: 03/19/2024

Title: Bicycle and Pedestrian Advisory Committee Annual Presentation

Submitted By: Elyse Monat

TOPIC:

Bicycle and Pedestrian Advisory Committee Annual Presentation to Governing Bodies

BACKGROUND:

The Bicycle and Pedestrian Advisory Committee (BPAC) will give its annual presentation to the Board of County Commissioners. BPAC is composed of 7 volunteer members, 3 appointed by the County, 3 appointed by the City, and 1 appointed by the Planning Board. The purpose of the Bicycle and Pedestrian Advisory Committee is to advise the City Council, Mayor, County Commissioners, Planning Board, and all departments and boards of the City and County with regard to non-motorized transportation matters. The presentation will cover what BPAC does, trail and bikeway counts, achievements in the past year, and considerations for moving forward.

RECOMMENDED ACTION:

No action is needed. This is a presentation only.

B.O.C.C. Regular

a.

Meeting Date: 03/19/2024

Title: Public Hearing to Expand RSID 709M Clarks Fork River Ranch Subdivision

Submitted For: Jennifer Jones, Finance Director **Submitted By:** Lisa Sticka, Comptroller

TOPIC:

Resolution No. 24-39 to Expand RSID 709M - Clarks Fork River Ranch Subdivision

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

RSID 709M Resolution to Expand

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS
Resolution No. 24-39
Resolution to Expand Yellowstone County Rural Special Improvement District No. 709M
(Clarks Fork River Ranch Subdivision)

WHEREAS, pursuant to Section 7-12-2161(4) of the Montana Code Annotated, a board of county commissioners can expand a rural special improvement once a year. The Montana Code Annotated does not specify the procedure a board should use to expand a district. When a property owner has not requested inclusion in a district, to ensure the property owner as an opportunity to explain to the board why the property should not be included in the district, a board should provide the property owner with notice of the board's intent to include the property in the district and an opportunity to explain to the board why the property should not be included in the district. The board should pass a resolution of intent to expand the district, set a public hearing on the resolution, provide notice of the public hearing to the owner of the property to be included in the district, hold a public hearing, receive comments on the inclusion of the property in the district and pass a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners created Yellowstone County Rural Special Improvement District No. 709M to maintain roads in Clarks Fork River Ranch Subdivision.

WHEREAS, on February 13, 2024, the Yellowstone County Board of County Commissioners passed a resolution of intent to expand Yellowstone County Rural Special Improvement District No. 709M to maintain roads in Clarks Fork River Ranch Subdivision and set a public hearing on the expansion of the District for March 19, 2024. On February 16, 2024, the Yellowstone County Clerk and Recorder mailed notice of the hearing to all property owners in the proposed expansion of the District. On February 16, 2024 and February 23, 2024, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone County News*. On March 19, 2024, the Board held a public hearing on the expansion of the District. The Board heard comments on the expansion of the District and considered protests as to the expansion of the District. The Board did not receive enough protests to prevent the expansion of the District. _____ out of 21 property owners protested the expansion of the District. The Board believes the expansion of the District is in the best interest of the public.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners expands Yellowstone County Rural Special Improvement District 709M to maintain roads in Clarks Fork River Ranch Subdivision. Attached as Exhibit A is a map showing the current boundary and the proposed expanded boundary. Attached as Exhibit B is a listing of current property owners and proposed property owners to be added to the District. The assessment for the District will appear on the property owners' 2024 tax statements.

Passed and Adopted on the 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS, YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

EXHIBIT A RSID 709M

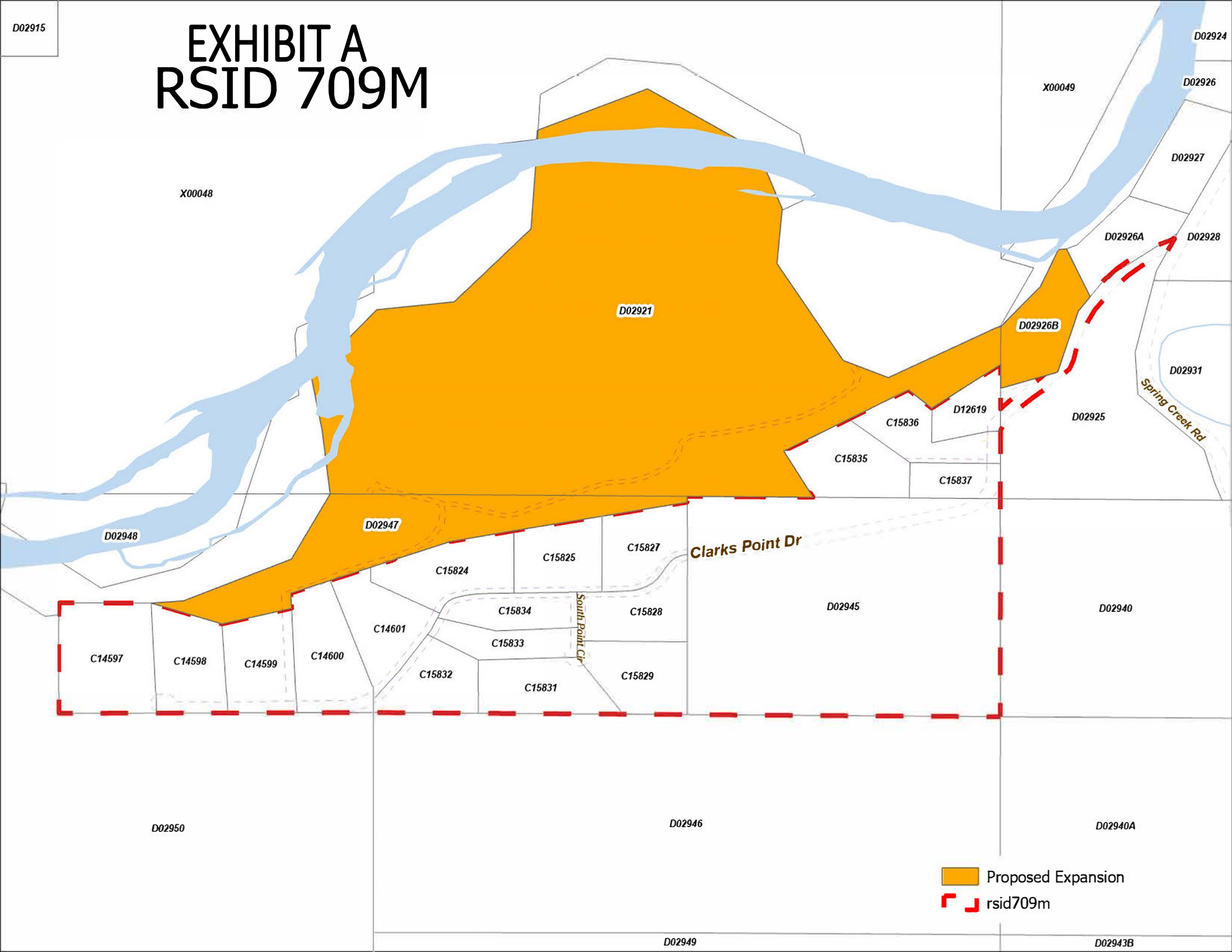


EXHIBIT B
709M CLARKS FORK RIVER RANCH SUBDIVISION - PROPERTY LISTING
FOR 2024 EXPANSION

	Tax ID	Owner_Name	FullAddr	MailAddr1	City	ST	Zip	Legal Description
1	C14597	MCFARLAND, ROBERT S & BONNIE J	2345 CLARKS POINT DR	2345 CLARKS POINT DR	LAUREL	MT	59044-8863	CLARKS FORK RIVER RANCH SUB, S26, T02 S, R24 E, BLOCK 1, Lot 1, 6.005 AC (04)
2	C14598	WERNER, GLENN L & HAYNES A	2365 CLARKS POINT DR	2365 CLARKS POINT DR	LAUREL	MT	59044-8863	CLARKS FORK RIVER RANCH SUB, S26, T02 S, R24 E, BLOCK 1, Lot 2, 3.923 AC (04)
3	C14599	SCOTT, LYNETTE	2389 CLARKS POINT DR	2389 CLARKS POINT DR	LAUREL	MT	59044-8863	CLARKS FORK RIVER RANCH SUB, S26, T02 S, R24 E, BLOCK 1, Lot 3, 3.889 AC (04)
4	C14600	GODWIN JR, DAVID J & AMY L	2425 CLARKS POINT DR	2425 CLARKS POINT DR	LAUREL	MT	59044-8513	CLARKS FORK RIVER RANCH SUB, S26, T02 S, R24 E, BLOCK 1, Lot 4A, AMD (12)
5	C14601	JOHN H DELVO & TERESA K DELVO REVOCABLE L	2475 CLARKS POINT DR	2475 CLARKS POINT DR	LAUREL	MT	59044-8513	CLARKS FORK RIVER RANCH SUB, S26, T02 S, R24 E, BLOCK 1, Lot 5A, AMD (12)
6	C15824	FUHRMAN, TRENT L & VITA E	2525 CLARKS POINT DR	2525 CLARKS POINT DR	LAUREL	MT	59044-8891	CLARKS FORK RVR RANCH 2ND (08), S26, T02 S, R24 E, Lot 5B, AMD (12)
7	C15825	FISCHER, DWIGHT & DONNA	2601 CLARKS POINT DR	2601 CLARKS POINT DR	LAUREL	MT	59044-8510	CLARKS FORK RVR RANCH 2ND (08), S26, T02 S, R24 E, Lot 7A1, & 9A1 AMD **COMBO** (23)
8	C15828	WRIGHT, JASON B & KIMBERLY S	2620 CLARKS POINT DR	2620 CLARKS POINT DR	LAUREL	MT	59044-8510	CLARKS FORK RVR RANCH 2ND (08), S26, T02 S, R24 E, Lot 10, 3.629 AC (08)
9	C15829	PETERSON, BRYAN DOUGLAS & LANA KRISTINE	SOUTH POINT CIR	214 7TH AVE	LAUREL	MT	59044-2621	CLARKS FORK RVR RANCH 2ND (08), S26, T02 S, R24 E, Lot 11A, AMD (11)
10	C15831	DANTIC, AARON B & LINDSEY M	SOUTH POINT CIR	2320 ZOO DR STE D	BILLINGS	MT	59101-6231	CLARKS FORK RVR RANCH 2ND (08), S26, T02 S, R24 E, Lot 13A, AMD (11)
11	C15832	FLAMING, GARTH & LISA	2460 CLARKS POINT DR	2460 CLARKS POINT DR	LAUREL	MT	59044-8513	CLARKS FORK RVR RANCH 2ND (08), S26, T02 S, R24 E, Lot 14, 3.257 AC (08)
12	C15833	BROADSWORD GROUP LLC		1530 OKLAHOMA STAR TRL W	BILLINGS	MT	59105-5501	CLARKS FORK RVR RANCH 2ND (08), S26, T02 S, R24 E, Lot 15, 2.392 AC (08)
13	C15834	BROADSWORD GROUP LLC		1530 OKLAHOMA STAR TRL W	BILLINGS	MT	59105-5501	CLARKS FORK RVR RANCH 2ND (08), S26, T02 S, R24 E, Lot 16, 2.575 AC (08)
14	C15835	PARRA, RENEE	2907 CLARKS POINT DR	2907 CLARKS POINT DR	LAUREL	MT	59044-8518	CLARKS FORK RVR RANCH 2ND (08), S23, T02 S, R24 E, Lot 17, 3.962 AC (08)
15	C15836	STEEL, RONALD J & NADINE A	2911 CLARKS POINT DR	2911 CLARKS POINT DR	LAUREL	MT	59044-8518	CLARKS FORK RVR RANCH 2ND (08), S23, T02 S, R24 E, Lot 18, 3.223 AC (08)
16	C15837	HARRINGTON, TYLER	2903 CLARKS POINT DR	2903 CLARKS POINT DR	LAUREL	MT	59044-8518	CLARKS FORK RVR RANCH 2ND (08), S23, T02 S, R24 E, Lot 19, 1.859 AC(08)
17	D02945	SLATER, CLIFFORD B &		2879 CLARKS POINT DR	LAUREL	MT	59044-8516	S26, T02 S, R24 E, NENE
18	D12619	SLATER FAMILY TRUST	1938 SPRING CREEK RD	1938 SPRING CREEK RD	LAUREL	MT	59044-8857	S23, T02 S, R24 E, C.O.S. 3061, PARCEL 1, (02)
Parcels to include in expansion:								
19	D02921	AL RENNER REVOCABLE TRUST	2405 CLARKS POINT DR	4711 SECRET VALLEY DR	BILLINGS	MT	59101-9382	S23, T02 S, R24 E, LTS 6,11 & 12 (LESS COS 3061 & CLARKS FORK RIVER RANCH SUB 2ND 91.355 AC (08)
20	D02926B	HERRON, KIEGAN	1920 SPRING CREEK RD	1920 SPRING CREEK RD	LAUREL	MT	59044-8857	S24, T02 S, R24 E, C.O.S. 739, PARCEL B4B, AM (22)
21	D02947	AL RENNER REVOCABLE TRUST		4711 SECRET VALLEY DR	BILLINGS	MT	59101-9382	S26, T02 S, R24 E, LT 1 & NWNE LESS CLARKS FORK RIVER RANCH SUB 1ST & 2ND) 12.436 AC (08)

B.O.C.C. Regular

b.

Meeting Date: 03/19/2024

Title: Public Hearing to Expand RSID 723M Clarks Fork Estates Subdivision

Submitted For: Jennifer Jones, Finance Director **Submitted By:** Lisa Sticka, Comptroller

TOPIC:

Resolution No. 24-40 to Expand RSID 723M - Clarks Fork Estates Subdivision

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

RSID 723M Resolution to Expand

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS
Resolution No. 24-40
Resolution to Expand Yellowstone County Rural Special Improvement District No. 723M
(Clarks Fork Estates Subdivision)

WHEREAS, pursuant to Section 7-12-2161(4) of the Montana Code Annotated, a board of county commissioners can expand a rural special improvement once a year. The Montana Code Annotated does not specify the procedure a board should use to expand a district. When a property owner has not requested inclusion in a district, to ensure the property owner as an opportunity to explain to the board why the property should not be included in the district, a board should provide the property owner with notice of the board's intent to include the property in the district and an opportunity to explain to the board why the property should not be included in the district. The board should pass a resolution of intent to expand the district, set a public hearing on the resolution, provide notice of the public hearing to the owner of the property to be included in the district, hold a public hearing, receive comments on the inclusion of the property in the district and pass a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners created Yellowstone County Rural Special Improvement District No. 723M to maintain roads in Clarks Fork Estates Subdivision.

WHEREAS, on February 13, 2024, the Yellowstone County Board of County Commissioners passed a resolution of intent to expand Yellowstone County Rural Special Improvement District No. 723M to maintain roads in Clarks Fork Estates Subdivision and set a public hearing on the expansion of the District for March 19, 2024. On February 16, 2024, the Yellowstone County Clerk and Recorder mailed notice of the hearing to all property owners in the proposed expansion of the District. On February 16, 2024 and February 23, 2024, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone County News*. On March 19, 2024, the Board held a public hearing on the expansion of the District. The Board heard comments on the expansion of the District and considered protests as to the expansion of the District. The Board did not receive enough protests to prevent the expansion of the District. _____ out of 9 property owners protested the expansion of the District. The Board believes the expansion of the District is in the best interest of the public.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners expands Yellowstone County Rural Special Improvement District 723M to maintain roads in Clarks Fork Estates Subdivision. Attached as Exhibit A is a map showing the current boundary and the proposed expanded boundary. Attached as Exhibit B is a listing of current property owners and proposed property owners to be added to the District. The assessment for the District will appear on the property owners' 2024 tax statements.

Passed and Adopted on the 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS, YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

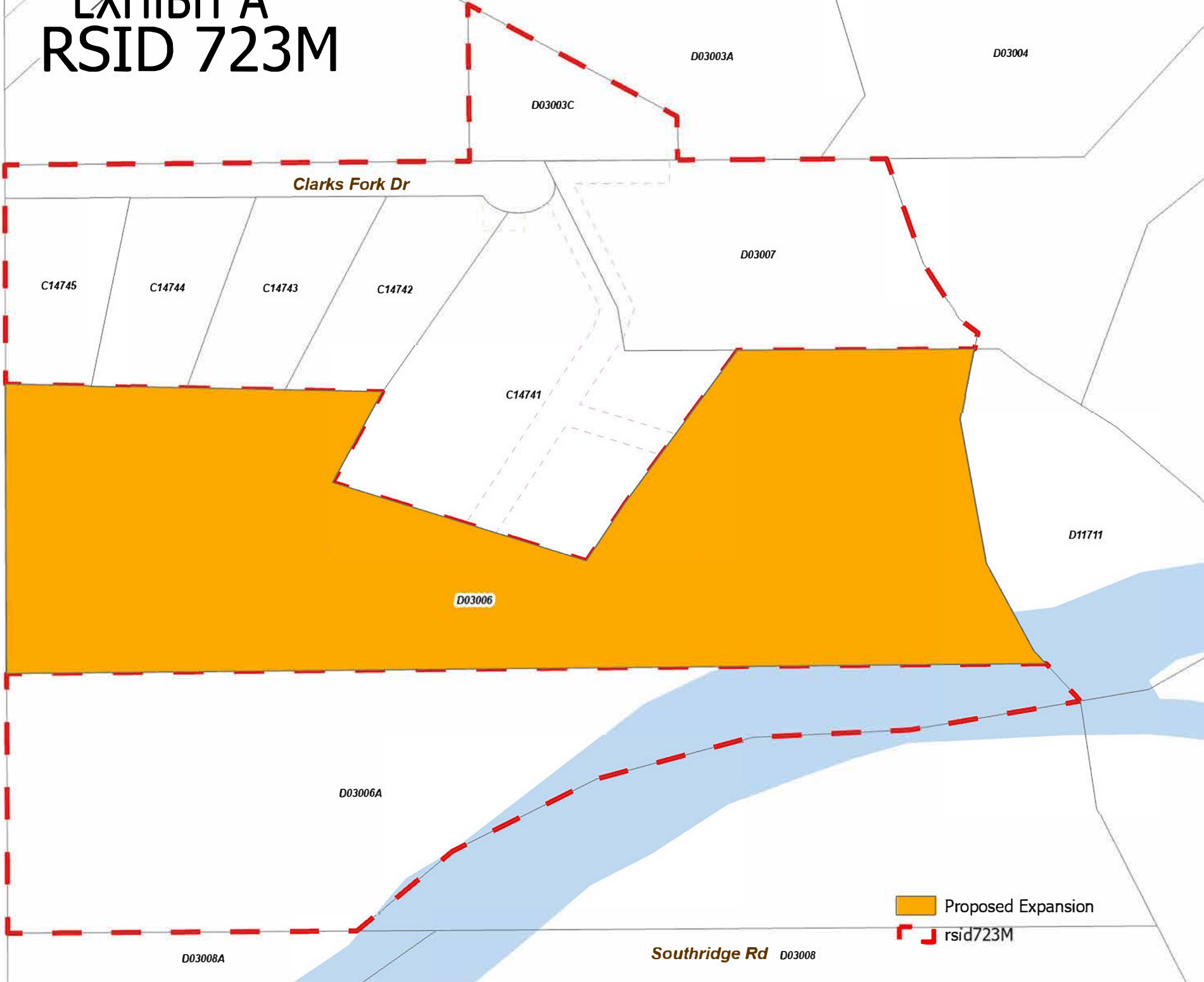
Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

EXHIBIT A RSID 723M



 Proposed Expansion
 rsid723M

EXHIBIT B

723M CLARKS FORK ESTATES SUBDIVISION - PROPERTY LISTING FOR 2024 EXPANSION

	Tax ID	Owner_Name	FullAddr	MailAddr1	City	ST	Zip	Legal Description
1	C14741	STAHL, REUBEN & MIRIAM	246 CLARKS FORK DR	246 CLARKS FORK DRIVE	LAUREL	MT	59044-8022	CLARK'S FORK ESTATES, S33, T02 S, R24 E, Lot 1, 3.5476 AC (05)
2	C14742	LASZLOFFY, JEFF & JENNIFER	CLARK'S FORK DR	250 CLARKS FORK DR	LAUREL	MT	59044-8039	CLARK'S FORK ESTATES, S33, T02 S, R24 E, Lot 2, 1.067 AC (05)
3	C14743	LASZLOFFY, JEFF & JENNIFER	CLARK'S FORK DR	250 CLARKS FORK DR	LAUREL	MT	59044-8039	CLARK'S FORK ESTATES, S33, T02 S, R24 E, Lot 3, 1.057 AC (05)
4	C14744	LASZLOFFY, JEFF & JENNIFER	CLARK'S FORK DR	250 CLARKS FORK DR	LAUREL	MT	59044-8039	CLARK'S FORK ESTATES, S33, T02 S, R24 E, Lot 4, 1.004 AC (05)
5	C14745	KNAUB, JARED W	134 CLARKS FORK DR	134 CLARKS FORK DR	LAUREL	MT	59044-8000	CLARK'S FORK ESTATES, S33, T02 S, R24 E, Lot 5, 1.004 AC (05)
6	D03003C	GAYNOR, WILLIAM R & CATHY L	201 CLARKS FORK DR	PO BOX 546	LAUREL	MT	59044-0546	S33, T02 S, R24 E, C.O.S. 2135, PARCEL 2B1, AMD TR 2 1.00A (95)
7	D03006A	LASZLOFFY, JEFF & JENNIFER	250 CLARKS FORK DR	250 CLARKS FORK DRIVE	LAUREL	MT	59044-8911	S33, T02 S, R24 E, C.O.S. 2613, PARCEL 1M, AMND 7.890 AC (99)
8	D03007	LANAGHAN, ROBERT J & LACEY I	203 CLARKS FORK DR	203 CLARKS FORK DRIVE	LAUREL	MT	59044-8022	S33, T02 S, R24 E, C.O.S. 2613, PARCEL 2
		Parcel to include in expansion:						
9	D03006	LASZLOFFY, JEFF & JENNIFER	3165 US HIGHWAY 212 S	250 CLARKS FORK DR	LAUREL	MT	59044-8039	S33, T02 S, R24 E, C.O.S. 2613, PARCEL 1, REMAINDER 11.71 AC (05)

B.O.C.C. Regular

c.

Meeting Date: 03/19/2024

Title: Public Hearing to Expand RSID 741M Conrad Subdivision

Submitted For: Jennifer Jones, Finance Director **Submitted By:** Lisa Sticka, Comptroller

TOPIC:

Resolution No. 24-41 to Expand RSID 741M - Conrad Subdivision

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

RSID 741M Resolution to Expand

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS
Resolution No. 24-41
Resolution to Expand Yellowstone County Rural Special Improvement District No. 741M
(Conrad Subdivision)

WHEREAS, pursuant to Section 7-12-2161(4) of the Montana Code Annotated, a board of county commissioners can expand a rural special improvement once a year. The Montana Code Annotated does not specify the procedure a board should use to expand a district. When a property owner has not requested inclusion in a district, to ensure the property owner as an opportunity to explain to the board why the property should not be included in the district, a board should provide the property owner with notice of the board's intent to include the property in the district and an opportunity to explain to the board why the property should not be included in the district. The board should pass a resolution of intent to expand the district, set a public hearing on the resolution, provide notice of the public hearing to the owner of the property to be included in the district, hold a public hearing, receive comments on the inclusion of the property in the district and pass a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners created Yellowstone County Rural Special Improvement District No. 741M to maintain the roads and dry hydrant in Conrad Subdivision.

WHEREAS, on February 13, 2024, the Yellowstone County Board of County Commissioners passed a resolution of intent to expand Yellowstone County Rural Special Improvement District No. 741M to maintain the roads and dry hydrant in Conrad Subdivision and set a public hearing on the expansion of the District for March 19, 2024. On February 16, 2024, the Yellowstone County Clerk and Recorder mailed notice of the hearing to all property owners in the proposed expansion of the District. On February 16, 2024 and February 23, 2024, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone County News*. On March 19, 2024, the Board held a public hearing on the expansion of the District. The Board heard comments on the expansion of the District and considered protests as to the expansion of the District. The Board did not receive enough protests to prevent the expansion of the District. _____ out of 24 property owners protested the expansion of the District. The Board believes the expansion of the District is in the best interest of the public.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners expands Yellowstone County Rural Special Improvement District 741M to maintain the roads and dry hydrant in Conrad Subdivision. Attached as Exhibit A is a map showing the current boundary and the proposed expanded boundary. Attached as Exhibit B is a listing of current property owners and proposed property owners to be added to the District. The assessment for the District will appear on the property owners' 2024 tax statements.

Passed and Adopted on the 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS, YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

EXHIBIT A RSID 741M

C02560

C02559

C02558

C02558A

C02558B

D00777A

D00755

C02561

Neibauer Rd

C18266

C15393

C15394

C15401

C15413

C18251

C18252

D00910

C15392

C15395

C15400

C15412

C18253

D00927

C15391

C15396

C15399

C15411

C18254

C18255

Coonie Ct

CH Wagner Dr

C18256

C15389

C15390

C15397

C15398

C15410

C18256

C18257

C18258

C18259

C18260

C18261

C18262

C18263

Anna Marie Dr

C18421

S 56th St W

C15402

C15403

C15404

C15405

C15406

C15407

C15409

C18426

D00911

C18423

C18425

Proposed Expansion

rsid741m

D00928

D00930

EXHIBIT B
741M CONRAD SUBDIVISION - PROPERTY LISTING
FOR 2024 EXPANSION

	Tax ID	Owner_Name	FullAddr	MailAddr1	City	ST	Zip	Legal Description
1	C15390	REINHARDT, COLE J & SHARI K	5545 ANNA MARIA DR	5545 ANNA MARIA DR	BILLINGS	MT	59106-3709	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 1, Lot 3, (06) 1.010 AC
2	C15391	BROWNEE, CHARLES A	2500 COONIE CT	2470 COONIE CT	BILLINGS	MT	59106-3711	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 1, Lot 4, (06) 1.010 AC
3	C15392	BROWNEE, CHARLES A & MARY CATHERINE	2470 COONIE CT	2470 COONIE CT	BILLINGS	MT	59106-3711	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 1, Lot 5, (06) 1.018 AC
4	C15393	SEARS, PATRICK	2450 COONIE CT	2450 COONIE CT	BILLINGS	MT	59106-3711	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 1, Lot 6, (06) 1.167 AC
5	C15394	DEBRA J JULIEN LIVING TRUST	COONIE CT	2460 C H WAGNER DR	BILLINGS	MT	59106-2462	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 1, Lot 7, (06) 1.224 AC
6	C15395	KINNETT, CHAD & AMY	2475 COONIE CT	2475 COONIE CT	BILLINGS	MT	59106-3711	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 1, Lot 8, (06) 1.059 AC
7	C15396	STAHLMAN, DOUG & MARISSA	2491 COONIE CT	2491 COONIE CT	BILLINGS	MT	59106-3711	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 1, Lot 9, (06) 1.059 AC
8	C15397	KOFFLER, JENNIFER & DOUGLAS J	2535 COONIE CT	2535 COONIE CT	BILLINGS	MT	59106-3712	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 1, Lot 10, (06) 1.058 AC
9	C15398	THOMAS, JUSTIN J	5465 ANNA MARIA DR	5465 ANNA MARIA DR	BILLINGS	MT	59106-3705	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 1, Lot 11, (06) 1.082 AC
10	C15399	DEBRA J. JULIEN LIVING TRUST	C H WAGNER DR	2460 C H WAGNER DR	BILLINGS	MT	59106-2462	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 1, Lot 12, (06) 1.084 AC
11	C15400	DEBRA J. JULIEN LIVING TRUST	2460 C H WAGNER DR	2460 C H WAGNER DR	BILLINGS	MT	59106-2462	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 1, Lot 13, (06) 1.121 AC
12	C15401	DEBRA J JULIEN LIVING TRUST		2460 C H WAGNER DR	BILLINGS	MT	59106-2462	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 1, Lot 14, (06) 1.155 AC
13	C15402	CULP & MARK S &	5580 ANNA MARIA DR	5580 ANNA MARIA DR	BILLINGS	MT	59106-3709	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 2, Lot 1, (06) 1.122 AC
14	C15403	BROWNELL, TRAVIS &	5560 ANNA MARIA TRL	5560 ANNA MARIA DR	BILLINGS	MT	59106-3709	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 2, Lot 2, (06) 1.118 AC
15	C15404	HAYES, PHILLIP M & KAREN M	5540 ANNA MARIA DR	5540 ANNA MARIA DR	BILLINGS	MT	59106-3709	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 2, Lot 3, (06) 1.117 AC
16	C15405	FORSETH, JAMES R & KARIE ANN	5520 ANNA MARIA DR	5520 ANNA MARIA DR	BILLINGS	MT	59106-3709	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 2, Lot 4, (06) 1.117 AC
17	C15406	HAYES, PHILIP M & KAREN M	5500 ANNA MARIA DR	5540 ANNA MARIA DR	BILLINGS	MT	59106-3709	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 2, Lot 5, (06) 1.117 AC
18	C15407	MUIR, JOSHUA C & KRYSTAL	5470 ANNA MARIA DR	5470 ANNA MARIA DR	BILLINGS	MT	59106-3705	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 2, Lot 6A, AMD BLK 2 LTS 6-8 (18)
19	C15409	HUNTER, MICHELLE L & MICHAEL B	5420 ANNA MARIA DR	5420 ANNA MARIA DR	BILLINGS	MT	59106-3705	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 2, Lot 8A, AMD BLK 2 LTS 6-8 (18)
20	C15410	GOLLEHON, DARREN & CORINA	C H WAGNER DR	2525 C H WAGNER DR	BILLINGS	MT	59106-2550	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 2, Lot 9, (06) 1.133 AC
21	C15411	PETERS, TALON M & BRITTNEY M	2505 C H WAGNER DR	2505 C H WAGNER DR	BILLINGS	MT	59106-2550	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 2, Lot 10, (06) 1.099 AC
22	C15412	MCCLELLAN, RUSSELL	2455 C H WAGNER DR	2455 C H WAGNER DR	BILLINGS	MT	59106-2462	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 2, Lot 11, (06) 1.099 AC
23	C15413	SICKLER, BENJAMINN & ELIZABETH	2425 C H WAGNER DR	2425 C H WAGNER DR	BILLINGS	MT	59106-2462	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 2, Lot 12, (06) 1.198 AC

Parcel to include in expansion:

24	C15389	WAGNER, CINDY L &		5546 NEIBAUER RD	BILLINGS	MT	59106-4002	CONRAD PARK SUB, S28, T01 S, R25 E, BLOCK 1, Lot 2A, AMD (24)
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B.O.C.C. Regular

d.

Meeting Date: 03/19/2024

Title: Resolution to Grant Tax Abatement to CHS

Submitted By: Steve Williams

TOPIC:

Resolution 24-52 to Grant Tax Abatement to CHS, Inc. on Class Eight Property

BACKGROUND:

CHS has filed an application for tax abatement on equipment. The Board needs to take public comment and determine what tax abatement percentage is appropriate.

RECOMMENDED ACTION:

Take public comment, and determine the appropriate percentage of abatement.

Attachments

Application

Statute

CHS Abatement Resolution



January 12, 2024

Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107

Re: Application for Property Tax Abatement Application for Manufacturing Machinery, Fixtures, and Equipment - Laurel Refinery

Dear County Commissioners,

With this letter, we are requesting that our attached Class Eight Business Equipment Property be certified for the Property Tax Abatement for Manufacturing Machinery, Fixtures, and Equipment. The listed equipment is used to manufacture crude oil into finished petroleum products from 10/01/2023 thru 12/31/2023.

Please contact Julie Petersen at julie.petersen@chsinc.com if you have any questions or need additional information.

I certify that, on the date of this application, my company is in substantial compliance with all rules, laws, orders and permit conditions applicable to the equipment that is the subject of this certification application.

Sincerely,

Julie Petersen
Financial Analyst
406-628-5297

Attachments

Asset Number	Major Accounting Class	Description	AFE Number	Unit	Life Months	Month/Year Added to FA	1 - Cost Cumulative 12 Actual 2023	Category Code 13
270086	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 G8	Zone D	240	12/23	765.50	PP - Personal Property
270073	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 B1	Zone D	240	12/23	2,282.00	PP - Personal Property
270074	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 B1	Zone D	240	12/23	3,341.00	PP - Personal Property
270126	E - Machinery and Equipment	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	3,591.24	PP - Personal Property
270127	E - Machinery and Equipment	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	3,591.24	PP - Personal Property
270095	E - Machinery and Equipment	Lab CFPPP Instrument	EB23184	General	240	12/23	4,908.73	PP - Personal Property
270085	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 G8	Zone D	240	12/23	4,935.80	PP - Personal Property
270088	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 J1	Zone D	240	12/23	7,736.40	PP - Personal Property
270079	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 G3	Zone D	240	12/23	11,670.50	PP - Personal Property
270128	E - Machinery and Equipment	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	11,922.17	PP - Personal Property
270129	E - Machinery and Equipment	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	11,922.17	PP - Personal Property
270118	E - Machinery and Equipment	Zone A Amine Filter Bulk Mater	EB2023 F4	Zone A	240	12/23	12,421.58	PP - Personal Property
270119	E - Machinery and Equipment	Zone A Amine Filter Bulk Mater	EB2023 F4	Zone A	240	12/23	12,421.58	PP - Personal Property
270080	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 G3	Zone D	240	12/23	16,911.60	PP - Personal Property
270114	E - Machinery and Equipment	Zone A Amine Filter Major Equi	EB2023 C1	Zone A	240	12/23	29,872.58	PP - Personal Property
270115	E - Machinery and Equipment	Zone A Amine Filter Major Equi	EB2023 C1	Zone A	240	12/23	29,872.58	PP - Personal Property
270094	E - Machinery and Equipment	Lab CFPPP Instrument	EB23184	General	240	12/23	38,127.58	PP - Personal Property
270076	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 E3	Zone D	240	12/23	63,091.20	PP - Personal Property
269828	E - Machinery and Equipment	Lab NEX CG II XRF Instrument	EB23179	General	240	10/23	72,255.00	PP - Personal Property
270075	E - Machinery and Equipment	C-203 Compressor Seal Drain Po	EB2122 C6	Zone D	240	12/23	82,190.80	PP - Personal Property
270112	OH - Overhead	Zone A Amine Filter Major Equi	EB2023 C1	Zone A	240	12/23	1,326.00	PP - Personal Property
270113	OH - Overhead	Zone A Amine Filter Major Equi	EB2023 C1	Zone A	240	12/23	1,326.00	PP - Personal Property
270082	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 G6	Zone D	240	12/23	1,969.00	PP - Personal Property
270081	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 G6	Zone D	240	12/23	2,325.00	PP - Personal Property
270071	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 B1	Zone D	240	12/23	3,662.00	PP - Personal Property
270084	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 G8	Zone D	240	12/23	5,482.50	PP - Personal Property
270070	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 B1	Zone D	240	12/23	15,459.30	PP - Personal Property
270083	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 G8	Zone D	240	12/23	27,399.70	PP - Personal Property
270124	OH - Overhead	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	33,377.46	PP - Personal Property
270125	OH - Overhead	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	33,377.46	PP - Personal Property
270078	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 G3	Zone D	240	12/23	54,437.60	PP - Personal Property
270122	OH - Overhead	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	68,224.99	PP - Personal Property
270123	OH - Overhead	Zone A Amine Filter Labor and	EB2023 H4	Zone A	240	12/23	68,224.99	PP - Personal Property
270077	OH - Overhead	C-203 Compressor Seal Drain Po	EB2122 G3	Zone D	240	12/23	124,120.10	PP - Personal Property

864,543.62



Property Tax Abatement Application for Manufacturing Machinery, Fixtures, and Equipment

ABATE
V1 9/2023

The property owner or the property owner's representative must submit this application to the local governing body of the county where the property is located for approval by resolution. Refer to [15-6-138. MCA](#) for the definition of manufacturing machinery, fixtures, and equipment, and for detailed information on the application process.

For property used in a manufacturing process for which the property owner did not seek approval prior to commencing construction, the property owner must apply by:

- March 1 of the year during which the abatement is first applicable for manufacturing machinery, fixtures, and equipment installed and placed in service after October 1, 2023; or
- January 31, 2024, for manufacturing machinery, fixtures, and equipment installed and placed in service after December 31, 2022, and before October 1, 2023.

Required Information

Applicant Name

CHS Inc.

Property Address

308 Highway 212 South

Mailing Address

308 Highway 212 South

City Laurel

State Montana ZIP 59044

City Laurel

County Yellowstone

State Montana ZIP 59044

Geocode(s) Can be found on the classification and appraisal notice.

Email julie.petersen@chsinc.com

03-0821-16-4-09-01-0000

Contact Phone (406) 498-5201

Assessment code(s) Can be found on the classification and appraisal notice.

00D027390

Complete the questions below for the project's qualifying manufacturing machinery, fixtures, and equipment.

1. Project's construction commencement date 10/01/2023
2. Project's estimated construction completion date 12/31/2023
3. A project plan is included with the application providing specific descriptions of qualifying manufacturing machinery, fixtures, and equipment. Yes No
Project plan must include site plans, construction blueprints or CAD files, and detailed equipment list with complete installation costs for each qualifying component.
4. NAICS code for the property 324110

Applicant Signature Julie Petersen Date 02/12/2024

Printed Name Julie Petersen

Important! The applicant must provide a copy of their application to the Department of Revenue within 30 days of submitting their application to the local governing body.

Questions? Contact us at dorpadindustrial@mt.gov or (406) 444-7968.

West's Montana Code Annotated
Title 15. Taxation (Refs & Annos)
Chapter 6. Property Subject to Taxation
Part 1. Classification

MCA 15-6-138

15-6-138. Class eight property--description--taxable percentage

Effective: October 1, 2023

Currentness

(1) Class eight property includes:

(a) all agricultural implements and equipment that are not exempt under [15-6-207](#) or [15-6-220](#);

(b) all mining machinery, fixtures, equipment, tools that are not exempt under [15-6-219](#), and supplies except those included in class five under [15-6-135](#);

(c) for oil and gas production, all:

(i) machinery;

(ii) fixtures;

(iii) equipment, including flow lines and gathering lines, pumping units, oil field storage tanks, water storage tanks, water disposal injection pumps, gas compressor and dehydrator units, communication towers, gas metering shacks, treaters, gas separators, water flood units, and gas boosters, together with equipment that is skidable, portable, or movable;

(iv) tools that are not exempt under [15-6-219](#); and

(v) supplies except those included in class five;

(d) all manufacturing machinery, fixtures, equipment, tools, except a certain value of hand-held tools and personal property related to space vehicles, ethanol manufacturing, and industrial dairies and milk processors as provided in [15-6-220](#), and supplies except those included in class five;

(e) all goods and equipment that are intended for rent or lease, except goods and equipment that are specifically included and taxed in another class or that are rented under a purchase incentive rental program as defined in [15-6-202\(4\)](#);

(f) special mobile equipment as defined in [61-1-101](#);

(g) furniture, fixtures, and equipment, except that specifically included in another class, used in commercial establishments as defined in this section;

(h) x-ray and medical and dental equipment;

(i) citizens band radios and mobile telephones;

(j) radio and television broadcasting and transmitting equipment;

(k) cable television systems;

(l) coal and ore haulers;

(m) theater projectors and sound equipment; and

(n) all other property that is not included in any other class in this part, except that property that is subject to a fee in lieu of a property tax.

(2) As used in this section, the following definitions apply:

(a) “Coal and ore haulers” means nonhighway vehicles that exceed 18,000 pounds an axle and that are primarily designed and used to transport coal, ore, or other earthen material in a mining or quarrying environment.

(b) “Commercial establishment” includes any hotel, motel, office, petroleum marketing station, or service, wholesale, retail, or food-handling business.

(c) “Flow lines and gathering lines” means pipelines used to transport all or part of the oil or gas production from an oil or gas well to an interconnection with a common carrier pipeline as defined in [69-13-101](#) or a rate-regulated natural gas transmission or oil transmission pipeline regulated by the public service commission or the federal energy regulatory commission.

(d) “Governing body” means the governing body of the county where the class eight property is located.

(e) “Manufacturing machinery, fixtures, and equipment” means all property used in the manufacturing process, whether permanently or temporarily in place, to transform raw or finished materials into something possessing a new nature or name and adopted to a new use. The term includes but is not limited to refinery property.

(3) Except as provided in [15-24-1402](#) and this section, class eight property is taxed at:

(a) for the first \$6 million of taxable market value in excess of the exemption amount in subsection (4), 1.5%; and

(b) for all taxable market value in excess of \$6 million, 3%.

(4)(a) Except as provided in subsection (4)(b), the first \$1 million of market value of class eight property of a person or business entity is exempt from taxation.

(b) Subject to subsection (6), manufacturing machinery, fixtures, and equipment installed and placed in service after December 31, 2022, are exempt or partially exempt from taxation for a period of 5 years starting from the later of the date they were placed in service or October 1, 2023, after which the exemption amount allowed under subsection (6)(d) is phased out at a rate of 20% of the amount allowed by the governing body a year, with the property being assessed at 100% of its taxable value after a 10-year period. An entity that claims a tax exemption under this subsection (4)(b) shall maintain adequate books and records demonstrating the investment the owner made when installing and placing the property into service in the state. The property owners shall make the records available to the department for inspection on request.

(5) The gas gathering facilities of a stand-alone gas gathering company providing gas gathering services to third parties on a contractual basis, owning more than 500 miles of gas gathering lines in Montana, and centrally assessed in tax years prior to 2009 must be treated as a natural gas transmission pipeline subject to central assessment under [15-23-101](#). For purposes of this subsection, the gas gathering line ownership of all affiliated companies, as defined in [section 1504\(a\) of the Internal Revenue Code, 26 U.S.C. 1504\(a\)](#), must be aggregated for purposes of determining the 500-mile threshold.

(6)(a) In order for a taxpayer to receive the tax abatement described in subsection (4)(b), the taxpayer shall submit an application for the abatement and a project plan to the governing body and receive approval pursuant to this subsection (6). For property in which a taxpayer does not seek approval prior to commencing construction, the taxpayer shall apply:

(i) by March 1 of the year during which the abatement is first applicable for property placed in service on or after October 1, 2023; or

(ii) by January 31, 2024, for property placed in service after December 31, 2022, and before October 1, 2023.

(b) In order to receive an abatement, the governing body must approve the abatement request in the application by resolution for each project, following due notice as provided in [7-1-2121](#) and a public hearing. The governing body may not grant approval for the project until the applicant's property taxes have been paid in full. Taxes paid under protest do not preclude approval. If a taxpayer receives approval of a tax abatement prior to commencement of construction, the abatement does not extend to property that is outside the scope of the project plan that was submitted to the governing body with the application.

(c) The purpose of the public hearing is to determine whether the manufacturing machinery, fixtures, and equipment eligible for an abatement has an impact on services. The governing body shall:

(i) publish due notice within 60 days of receiving a taxpayer's complete application for the tax abatement; and

(ii) conduct a public hearing regarding an application for the tax abatement and make a determination whether the eligible abatement activities will have a fiscal impact to the county.

(d) Within 120 days of receiving the application provided for in subsection (6)(a), the governing body shall issue a decision regarding whether to allow the abatement at 100%, 90%, or 80%. If the governing body fails to issue a decision within 120 days of receiving the application, the application is considered approved in an amount equal to 100%. If the property qualifies for the abatement, the local government may not deny the abatement and the minimum amount of the abatement may not be less than 80%.

Credits

Enacted by Laws 1979, ch. 693, § 8. Amended by Laws 1981, ch. 575, § 62; amended by Laws 1983, ch. 278, § 1; amended by Laws 1983, ch. 599, § 1; amended by Laws 1985, ch. 516, § 4; amended by Laws 1985, ch. 743, § 3; amended by Laws 1987, ch. 453, § 5; amended by Laws 1987, ch. 584, § 1; amended by Laws 1987, ch. 611, § 3; amended by Laws 1989, ch. 576, § 2; amended by Laws 1989, ch. 598, § 2; amended by Sp. Sess. Laws June 1989, ch. 10, § 5; amended by [Laws 1993, ch. 575, § 1](#); amended by [Laws 1995, ch. 570, § 1](#); amended by [Laws 1997, ch. 121, § 2](#); amended by [Laws 1997, ch. 496, § 2](#); amended by [Laws 1999, ch. 285, § 12](#); amended by [Laws 1999, ch. 551, § 1](#); amended by [Laws 1999, ch. 555, § 2](#); amended by Sp. Sess. Laws May 2000 ([Laws 2000, 1st Sp. Sess.](#)), ch. 11, § 2; amended by [Laws 2001, ch. 438, § 1](#); amended by [Laws 2003, ch. 114, § 19](#); amended by [Laws 2003, ch. 505, § 1](#); amended by [Laws 2005, ch. 3, § 1](#); amended by [Laws 2005, ch. 531, § 1](#); amended by [Laws 2005, ch. 532, § 2](#); amended by [Laws 2005, ch. 542, § 6](#); amended by [Laws 2005, ch. 584, § 2](#); amended by [Laws 2009, ch. 2, § 20](#), eff. Oct. 1, 2009; amended by [Laws 2009, ch. 343, § 1](#), eff. April 24, 2009; amended by [Laws 2009, ch. 421, § 5](#), eff. April 30, 2009; amended by [Laws 2009, ch. 487, § 1](#), eff. May 10, 2009; amended by [Laws 2011, ch. 411, § 2](#), eff. July 1, 2011; amended by [Laws 2013, ch. 11, § 1](#), eff. Feb. 13, 2013; amended by [Laws 2013, ch. 268, § 4](#), eff. Oct. 1, 2013; amended by [Laws 2013, ch. 396, § 2](#), eff. May 6, 2013; amended by [Laws 2015, ch. 361, § 8](#), eff. April 29, 2015; amended by [Laws 2021, ch. 506, §§ 4, 5](#), eff. July 1, 2021, and Oct. 1, 2022; amended by [Laws 2023, ch. 45, § 2](#), eff. Oct. 1, 2023; amended by [Laws 2023, ch. 234, § 1](#), eff. April 24, 2023; amended by [Laws 2023, ch. 695, § 1](#), eff. Oct. 1, 2023.

Notes of Decisions (16)

MCA 15-6-138, MT ST 15-6-138

Current through chapters effective January 1, 2024 of the 2023 Session. Some statute sections may be more current, see credits for details.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24- 52

Resolution to Grant Tax Abatement to CHS, Inc. on Class Eight Property

WHEREAS, pursuant to Section 15-6-138(4)(b) of the Montana Code Annotated, if an owner of class eight property applies for a tax abatement on the property to a board of county commissioners, the board must approve the abatement. Attached is a copy of the statute. For the first five years, the tax on the property is abated at 80, 90 or 100 percent. *Id.* For the next five years, the tax on the property is increased until the property is fully taxed. *Id.* Pursuant to Section 15-6-138(6)(d) of the Montana Code Annotated, the only discretion a board has with the tax abatement is the percentile of the abatement during the initial five-year period of the abatement. The board can approve an 80, 90 or 100 percent abatement for the period. *Id.* If a board does not act upon an application, the application is deemed approved at 100 percent of the abatement during the period. *Id.*

WHEREAS, pursuant to Section 15-6-138(6)(b) of the Montana Code Annotated, for a board of county commissioners to grant a tax abatement on class eight property, it should pass a resolution of intent to hold a public hearing, publish notice of the public hearing, receive public comment, hold a public hearing and pass a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners received an application from CHS Inc., the owner of the refinery in Laurel, that owns class eight property, for a tax abatement on the property. Attached is a copy of the application. The Board reviewed the application. CHS appeared to meet the requirements to receive an abatement. The application was timely submitted and appears to encompass class eight property. Pursuant to 15-6-138(4)(b), the Montana Department of Revenue has the ability to examine the books and records of the company to verify that the subject property meets the requirements of the abatement.

WHEREAS, on March 5, 2024, the Yellowstone County Board of County Commissioners passed a resolution of intent to approve a tax abatement for the class eight property of CHS and set a public hearing on the adoption for March 19, 2024. On March 8, 2024 and March 15, 2024, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone County News*. On March 19, 2024, the Board held a public hearing on the abatement. The Board heard comments on the abatement. The Board considered the comments. The Board determined CHS met the requirements to receive the abatement and _____ percent tax abatement would be appropriate for the initial five-year period.

NOW THEREFORE, BE IT RESOLVED,

Pursuant to Section 15-6-138(4)(b) of the Montana Code Annotated, the Yellowstone County Board of County Commissioners approves a tax abatement on the class eight property owned by CHS as indicated in the application. CHS meets the requirements to receive the abatement and the percentile of the abatement during the initial five-year period is _____ percent. The Department of Revenue retains the final determination of the amount of property that qualifies as class 8 property subject to the abatement and can reduce the amount of qualifying property if it determines that portions of the property contained in the application do not qualify for abatement under MCA 15-6-138.

Passed and Adopted on the 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

- Attachments**
Statute
Application

B.O.C.C. Regular

4. 1. a.

Meeting Date: 03/19/2024

Title: Coca-Cola Resolution of Intent to Grant Tax Abatement

Submitted By: Steve Williams

TOPIC:

Resolution 24-53 of Intent to Grant Tax Abatement to Coca-Cola on Class Eight Property and Setting the Public Hearing for Tuesday, April 2, 2024, at 9:30 a.m. in Room 3108

BACKGROUND:

Coca-Cola has applied for a tax abatement on Class 8 property. This requires a resolution of intent to hold a public hearing.

RECOMMENDED ACTION:

Approve

Attachments

Application

Statute

Resolution of Intent Coca Cola

Coca-Cola Asset List



Property Tax Abatement Application for Manufacturing Machinery, Fixtures, and Equipment

ABATE
V1 9/2023

The property owner or the property owner's representative must submit this application to the local governing body of the county where the property is located for approval by resolution. Refer to [15-6-138, MCA](#) for the definition of manufacturing machinery, fixtures, and equipment, and for detailed information on the application process.

For property used in a manufacturing process for which the property owner did not seek approval prior to commencing construction, the property owner must apply by:

- March 1 of the year during which the abatement is first applicable for manufacturing machinery, fixtures, and equipment installed and placed in service after October 1, 2023; or
- January 31, 2024, for manufacturing machinery, fixtures, and equipment installed and placed in service after December 31, 2022, and before October 1, 2023.

Required Information

Applicant Name

Coca-Cola Bottling Company High Country

Property Address

1830 Harnish Blvd

Mailing Address

2150 Coca Cola Ln

City Billings

State MT ZIP 59101

City Rapid City

County Yellowstone

State SD ZIP 57702

Geocode(s) Can be found on the classification and appraisal notice.

Email cary.griswold@cokehc.com

Contact Phone (605) 342-8222

Assessment code(s) Can be found on the classification and appraisal notice.

Complete the questions below for the project's qualifying manufacturing machinery, fixtures, and equipment.

1. Project's construction commencement date March 31, 2022
2. Project's estimated construction completion date Dec 6, 2023
3. A project plan is included with the application providing specific descriptions of qualifying manufacturing machinery, fixtures, and equipment. Yes No

Project plan must include site plans, construction blueprints or CAD files, and detailed equipment list with complete installation costs for each qualifying component.

4. NAICS code for the property 312111

Applicant Signature Cary Griswold Date 2/28/24

Printed Name Cary Griswold

Important! The applicant must provide a copy of their application to the Department of Revenue within 30 days of submitting their application to the local governing body.

Questions? Contact us at dorpadindustrial@mt.gov or (406) 444-7968.

County Government Use Only

Within 120 days of receiving an application, the local governing body shall issue a decision whether to approve an abatement at 100%, 90%, or 80%. If the governing body fails to issue a decision within 120 days of receiving an application, the application is considered approved in an amount equal to 100%. If an applicant's property qualifies for the abatement, the local governing body may not deny the abatement and the minimum amount of the abatement may not be less than 80%. Please refer to [15-6-138, MCA](#), for detailed information on the application process.

Complete the questions below.

1. Tax abatement application received on _____
2. Local governing body published public hearing notice within 60 days of receiving a completed application.
 Yes No
3. Public hearing held on _____
4. Project tax abatement Approved Denied
If Approved, exemption amount is: 100% 90% 80%
5. Approved tax abatement to be implemented beginning Tax Year _____

In the first five years after the manufacturing machinery, fixtures, and equipment assets are placed in service, the assets will be designated as 80% exempt, 90% exempt or 100% exempt. The initial year that the assets are placed in service must be designated in the approving resolution.

The exemption must be phased out at a rate of 20% of the amount allowed by the local governing body with the property being assessed at 100% of its taxable value after a 10-year period. In subsequent years, the property must be taxed at 100% of its taxable value.

Important! Approved application and resolution must be sent to:

Department of Revenue
PO Box 8018
Helena MT 59604-8018

County Official Signature _____ Date _____

Printed Name _____ Title _____

Questions? Contact us at dorpadustrial@mt.gov or (406) 444-7968.

West's Montana Code Annotated
Title 15. Taxation (Refs & Annos)
Chapter 6. Property Subject to Taxation
Part 1. Classification

MCA 15-6-138

15-6-138. Class eight property--description--taxable percentage

Effective: October 1, 2023

Currentness

(1) Class eight property includes:

(a) all agricultural implements and equipment that are not exempt under [15-6-207](#) or [15-6-220](#);

(b) all mining machinery, fixtures, equipment, tools that are not exempt under [15-6-219](#), and supplies except those included in class five under [15-6-135](#);

(c) for oil and gas production, all:

(i) machinery;

(ii) fixtures;

(iii) equipment, including flow lines and gathering lines, pumping units, oil field storage tanks, water storage tanks, water disposal injection pumps, gas compressor and dehydrator units, communication towers, gas metering shacks, treaters, gas separators, water flood units, and gas boosters, together with equipment that is skidable, portable, or movable;

(iv) tools that are not exempt under [15-6-219](#); and

(v) supplies except those included in class five;

(d) all manufacturing machinery, fixtures, equipment, tools, except a certain value of hand-held tools and personal property related to space vehicles, ethanol manufacturing, and industrial dairies and milk processors as provided in [15-6-220](#), and supplies except those included in class five;

(e) all goods and equipment that are intended for rent or lease, except goods and equipment that are specifically included and taxed in another class or that are rented under a purchase incentive rental program as defined in [15-6-202\(4\)](#);

(f) special mobile equipment as defined in [61-1-101](#);

(g) furniture, fixtures, and equipment, except that specifically included in another class, used in commercial establishments as defined in this section;

(h) x-ray and medical and dental equipment;

(i) citizens band radios and mobile telephones;

(j) radio and television broadcasting and transmitting equipment;

(k) cable television systems;

(l) coal and ore haulers;

(m) theater projectors and sound equipment; and

(n) all other property that is not included in any other class in this part, except that property that is subject to a fee in lieu of a property tax.

(2) As used in this section, the following definitions apply:

(a) “Coal and ore haulers” means nonhighway vehicles that exceed 18,000 pounds an axle and that are primarily designed and used to transport coal, ore, or other earthen material in a mining or quarrying environment.

(b) “Commercial establishment” includes any hotel, motel, office, petroleum marketing station, or service, wholesale, retail, or food-handling business.

(c) “Flow lines and gathering lines” means pipelines used to transport all or part of the oil or gas production from an oil or gas well to an interconnection with a common carrier pipeline as defined in [69-13-101](#) or a rate-regulated natural gas transmission or oil transmission pipeline regulated by the public service commission or the federal energy regulatory commission.

(d) “Governing body” means the governing body of the county where the class eight property is located.

(e) “Manufacturing machinery, fixtures, and equipment” means all property used in the manufacturing process, whether permanently or temporarily in place, to transform raw or finished materials into something possessing a new nature or name and adopted to a new use. The term includes but is not limited to refinery property.

(3) Except as provided in [15-24-1402](#) and this section, class eight property is taxed at:

(a) for the first \$6 million of taxable market value in excess of the exemption amount in subsection (4), 1.5%; and

(b) for all taxable market value in excess of \$6 million, 3%.

(4)(a) Except as provided in subsection (4)(b), the first \$1 million of market value of class eight property of a person or business entity is exempt from taxation.

(b) Subject to subsection (6), manufacturing machinery, fixtures, and equipment installed and placed in service after December 31, 2022, are exempt or partially exempt from taxation for a period of 5 years starting from the later of the date they were placed in service or October 1, 2023, after which the exemption amount allowed under subsection (6)(d) is phased out at a rate of 20% of the amount allowed by the governing body a year, with the property being assessed at 100% of its taxable value after a 10-year period. An entity that claims a tax exemption under this subsection (4)(b) shall maintain adequate books and records demonstrating the investment the owner made when installing and placing the property into service in the state. The property owners shall make the records available to the department for inspection on request.

(5) The gas gathering facilities of a stand-alone gas gathering company providing gas gathering services to third parties on a contractual basis, owning more than 500 miles of gas gathering lines in Montana, and centrally assessed in tax years prior to 2009 must be treated as a natural gas transmission pipeline subject to central assessment under [15-23-101](#). For purposes of this subsection, the gas gathering line ownership of all affiliated companies, as defined in [section 1504\(a\) of the Internal Revenue Code, 26 U.S.C. 1504\(a\)](#), must be aggregated for purposes of determining the 500-mile threshold.

(6)(a) In order for a taxpayer to receive the tax abatement described in subsection (4)(b), the taxpayer shall submit an application for the abatement and a project plan to the governing body and receive approval pursuant to this subsection (6). For property in which a taxpayer does not seek approval prior to commencing construction, the taxpayer shall apply:

(i) by March 1 of the year during which the abatement is first applicable for property placed in service on or after October 1, 2023; or

(ii) by January 31, 2024, for property placed in service after December 31, 2022, and before October 1, 2023.

(b) In order to receive an abatement, the governing body must approve the abatement request in the application by resolution for each project, following due notice as provided in [7-1-2121](#) and a public hearing. The governing body may not grant approval for the project until the applicant's property taxes have been paid in full. Taxes paid under protest do not preclude approval. If a taxpayer receives approval of a tax abatement prior to commencement of construction, the abatement does not extend to property that is outside the scope of the project plan that was submitted to the governing body with the application.

(c) The purpose of the public hearing is to determine whether the manufacturing machinery, fixtures, and equipment eligible for an abatement has an impact on services. The governing body shall:

(i) publish due notice within 60 days of receiving a taxpayer's complete application for the tax abatement; and

(ii) conduct a public hearing regarding an application for the tax abatement and make a determination whether the eligible abatement activities will have a fiscal impact to the county.

(d) Within 120 days of receiving the application provided for in subsection (6)(a), the governing body shall issue a decision regarding whether to allow the abatement at 100%, 90%, or 80%. If the governing body fails to issue a decision within 120 days of receiving the application, the application is considered approved in an amount equal to 100%. If the property qualifies for the abatement, the local government may not deny the abatement and the minimum amount of the abatement may not be less than 80%.

Credits

Enacted by Laws 1979, ch. 693, § 8. Amended by Laws 1981, ch. 575, § 62; amended by Laws 1983, ch. 278, § 1; amended by Laws 1983, ch. 599, § 1; amended by Laws 1985, ch. 516, § 4; amended by Laws 1985, ch. 743, § 3; amended by Laws 1987, ch. 453, § 5; amended by Laws 1987, ch. 584, § 1; amended by Laws 1987, ch. 611, § 3; amended by Laws 1989, ch. 576, § 2; amended by Laws 1989, ch. 598, § 2; amended by Sp. Sess. Laws June 1989, ch. 10, § 5; amended by [Laws 1993, ch. 575, § 1](#); amended by [Laws 1995, ch. 570, § 1](#); amended by [Laws 1997, ch. 121, § 2](#); amended by [Laws 1997, ch. 496, § 2](#); amended by [Laws 1999, ch. 285, § 12](#); amended by [Laws 1999, ch. 551, § 1](#); amended by [Laws 1999, ch. 555, § 2](#); amended by Sp. Sess. Laws May 2000 ([Laws 2000, 1st Sp. Sess.](#)), ch. 11, § 2; amended by [Laws 2001, ch. 438, § 1](#); amended by [Laws 2003, ch. 114, § 19](#); amended by [Laws 2003, ch. 505, § 1](#); amended by [Laws 2005, ch. 3, § 1](#); amended by [Laws 2005, ch. 531, § 1](#); amended by [Laws 2005, ch. 532, § 2](#); amended by [Laws 2005, ch. 542, § 6](#); amended by [Laws 2005, ch. 584, § 2](#); amended by [Laws 2009, ch. 2, § 20](#), eff. Oct. 1, 2009; amended by [Laws 2009, ch. 343, § 1](#), eff. April 24, 2009; amended by [Laws 2009, ch. 421, § 5](#), eff. April 30, 2009; amended by [Laws 2009, ch. 487, § 1](#), eff. May 10, 2009; amended by [Laws 2011, ch. 411, § 2](#), eff. July 1, 2011; amended by [Laws 2013, ch. 11, § 1](#), eff. Feb. 13, 2013; amended by [Laws 2013, ch. 268, § 4](#), eff. Oct. 1, 2013; amended by [Laws 2013, ch. 396, § 2](#), eff. May 6, 2013; amended by [Laws 2015, ch. 361, § 8](#), eff. April 29, 2015; amended by [Laws 2021, ch. 506, §§ 4, 5](#), eff. July 1, 2021, and Oct. 1, 2022; amended by [Laws 2023, ch. 45, § 2](#), eff. Oct. 1, 2023; amended by [Laws 2023, ch. 234, § 1](#), eff. April 24, 2023; amended by [Laws 2023, ch. 695, § 1](#), eff. Oct. 1, 2023.

Notes of Decisions (16)

MCA 15-6-138, MT ST 15-6-138

Current through chapters effective January 1, 2024 of the 2023 Session. Some statute sections may be more current, see credits for details.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24- 53

Resolution of Intent to Grant Tax Abatement to Coca-Cola Bottling Company High Country on Class Eight Property

WHEREAS, pursuant to Section 15-6-138(4)(b) of the Montana Code Annotated, if an owner of class eight property applies for a tax abatement on the property to a board of county commissioners, the board must approve the abatement. Attached is a copy of the statute. For the first five years, the tax on the property is abated at 80, 90 or 100 percent. *Id.* For the next five years, the tax on the property is increased until the property is fully taxed. *Id.* Pursuant to Section 15-6-138(6)(d) of the Montana Code Annotated, the only discretion a board has with the tax abatement is the percentile of the abatement during the initial five-year period of the abatement. The board can approve an 80, 90 or 100 percent abatement for the period. *Id.* If a board does not act upon an application, the application is deemed approved at 100 percent of the abatement during the period. *Id.*

WHEREAS, pursuant to Section 15-6-138(6)(b) of the Montana Code Annotated, for a board of county commissioners to grant a tax abatement on class eight property, it should pass a resolution of intent to hold a public hearing, publish notice of the public hearing, receive public comment, hold a public hearing and pass a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners received an application from Coca-Cola Bottling Company High Country (Coca-Cola) for a tax abatement on class eight property. Attached is a copy of the application seeking a tax abatement on class eight equipment. The Board reviewed the application. Coca-Cola appears to meet the requirements to receive an abatement. The application was timely submitted and appears to encompass class eight property. Pursuant to 15-6-138(4)(b), the Montana Department of Revenue has the ability to examine the books and records of the company to verify that the subject property meets the requirements of the abatement.

NOW THEREFORE, BE IT RESOLVED,

Pursuant to Section 15-6-138(4)(b) of the Montana Code Annotated, the Yellowstone County Board of County Commissioners intends to approve a tax abatement on the class eight property owned by Coca-Cola as indicated in the application and asset list.

On April 2, 2024, the Board will hold a public hearing on the approval of the abatement. The Board orders the Yellowstone County Clerk and Recorder to provide notice of the hearing, make copies of the application and tax abatement projections available to the public, receive written comments on the abatement and provide the comments to the Board before the hearing.

At the hearing, the Board will receive comments on the abatement and consider the comments. After the hearing, the Board will decide whether Coca-Cola meets the requirements to receive the abatement and, if it meets the requirements, the percentile of the abatement during the initial five-year period. The Department of Revenue retains the final determination of the amount of property that qualifies as class 8 property subject to the abatement and can reduce the amount of qualifying property if it determines that portions of the property contained in the application do not qualify for abatement under MCA 15-6-138.

Passed and Adopted on the 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

- Attachments**
Statute
Application

Asset ID	asset categ	Asset Type	Asset Description	COST BY ASSET	DATE
27250.010	MANU	PRODUCTION PROCESS SYSTEM	PRODUCTION PROCESS SYSTEM INSTALL ETC	\$ 4,791,013.66	12/6/2023
27250.020	MANU	PRODUCTION PROCESS SYSTEM	Sugar storage tanks 2 x 30,000 gallon	\$ 437,000.00	12/6/2023
27250.021	MANU	PRODUCTION PROCESS SYSTEM	Product storage with mixer 6 x 5,000 gallons	\$ 480,000.00	12/6/2023
27250.022	MANU	PRODUCTION PROCESS SYSTEM	Sugar Receiving Station	\$ 250,000.00	12/6/2023
27250.023	MANU	PRODUCTION PROCESS SYSTEM	Hot water set for sugar tanks	\$ 40,000.00	12/6/2023
27250.024	MANU	PRODUCTION PROCESS SYSTEM	Breddo Blenders with Platform	\$ 225,000.00	12/6/2023
27250.025	MANU	PRODUCTION PROCESS SYSTEM	CIP skids [1] 4-hank	\$ 250,000.00	12/6/2023
27250.026	MANU	PRODUCTION PROCESS SYSTEM	MP valve cluster, 4 x 2 + 6 CIP on cluster +4 at tank. Single seat CIP Valves (10)	\$ 270,000.00	12/6/2023
27250.027	MANU	PRODUCTION PROCESS SYSTEM	MCCs and Remote I/O	\$ 150,000.00	12/6/2023
27250.028	MANU	PRODUCTION WATER PROCESS SYSTEM	PRODUCTION WATER PROCESS SYSTEM	\$ 2,451,345.00	12/6/2023
27250.029	MANU	PRODUCTION UTILITY SYSTEM	PRODUCTION UTILITY SYSTEM	\$ 3,078,070.00	12/6/2023
27250.030	MANU	PRODUCTION BUILD OUT	PRODUCTION BUILD OUT	\$ 9,762,063.52	12/6/2023
27250.040	MANU	PRODUCTION INSTALL SYSTEM	PRODUCTION INSTALL SYSTEM	\$ 9,899,134.00	12/6/2023
27247	MANU	CAPITAL RENTAL	Hi-Cone (Can Line)	\$ 704,547.36	12/6/2023
27269	MANU	CAPITAL RENTAL	Fridge Pack (WestRock)	\$ 1,520,072.01	12/6/2023
27248.01	MANU	CAN LINE SYSTEM ITL	Blender with HX (No Chiller) - Can Line 1 & 2	\$ 661,952.45	12/6/2023
27248.02	MANU	CAN LINE SYSTEM ITL	Pallet Conveyor Palletizer	\$ 352,975.49	12/6/2023
27248.03	MANU	CAN LINE SYSTEM ITL	Modulpal Pro 2A Robobox TGS 2-Module	\$ 596,474.45	12/6/2023
27248.04	MANU	CAN LINE SYSTEM ITL	Stretch Wrapper	\$ 199,781.14	12/6/2023
27248.05	MANU	CAN LINE SYSTEM ITL	Pallet Labeler	\$ 141,010.46	12/6/2023
27248.06	MANU	KRONES CAN LINE ONE	CIP Varioclean (Can Line)	\$ 375,034.46	12/6/2023
27248.07	MANU	KRONES CAN LINE ONE	Warmer	\$ 434,589.47	12/6/2023
27248.08	MANU	KRONES CAN LINE ONE	Mechanical Warmer Adds	\$ 8,985.68	12/6/2023
27248.09	MANU	KRONES CAN LINE ONE	Pressant Universal 1A	\$ 348,106.24	12/6/2023
27248.1	MANU	KRONES CAN LINE ONE	Cantronic 709-J	\$ 30,431.96	12/6/2023
27248.11	MANU	KRONES CAN LINE ONE	Variopac Pro TFS-10	\$ 1,456,580.85	12/6/2023
27248.12	MANU	KRONES CAN LINE ONE	Can Filler - VFS-C #2	\$ 1,396,589.90	12/6/2023
27248.13	MANU	KRONES CAN LINE ONE	Container Conveyor SynCo S	\$ 830,722.90	12/6/2023
27248.14	MANU	KRONES CAN LINE ONE	Checkmat 731 FM-X	\$ 39,875.03	12/6/2023
27248.15	MANU	KRONES CAN LINE ONE	Linedry 890-S2M before coder	\$ 48,103.96	12/6/2023
27248.16	MANU	KRONES CAN LINE ONE	Checkmat 731 FM-X	\$ 42,771.36	12/6/2023
27248.17	MANU	KRONES CAN LINE ONE	Linedry 890-S3M after coder	\$ 71,194.28	12/6/2023
27248.18	MANU	KRONES CAN LINE ONE	Case Conveyor MultiCo	\$ 383,276.37	12/6/2023
27248.19	MANU	KRONES CAN LINE ONE	Pallet Conveyor Depalletizer	\$ 221,649.66	12/6/2023
27248.2	MANU	KRONES CAN LINE ONE	Network Technology	\$ 8,109.67	12/6/2023
27248.21	MANU	KRONES CAN LINE ONE	IT technology	\$ 32,297.17	12/6/2023
27248.22	MANU	KRONES CAN LINE ONE	Spare Parts Kit	\$ 120,351.34	12/6/2023
27248.23	MANU	KRONES CAN LINE ONE	Clean Room	\$ 95,995.25	12/6/2023
27248.24	MANU	KRONES CAN LINE ONE	CAN LINE SEAMER #1	\$ 600,290.83	12/6/2023
27248.25	MANU	KRONES CAN LINE ONE	Can Lid Feed System	\$ 214,365.65	12/6/2023
27248.26	MANU	KRONES CAN LINE ONE	Destrapper	\$ 275,925.06	12/6/2023
27248.27	MANU	KRONES CAN LINE ONE	Coder	\$ 18,518.80	12/6/2023
27248.28	MANU	KRONES CAN LINE ONE	Domino Case Coder	\$ 28,077.21	12/6/2023
27248.29	MANU	KRONES CAN LINE ONE	A0 Laser Carton Coding (WestRock)	\$ 27,891.43	12/6/2023
27248.3	MANU	KRONES CAN LINE ONE	Pack Scales	\$ 70,673.98	12/6/2023
27248.31	MANU	KRONES CAN LINE ONE	Tray-Shrinkwrap Packer	\$ 951,993.58	12/6/2023
27248.32	MANU	KRONES CAN LINE ONE	Platforms	\$ 265,329.19	12/6/2023
27248.33	MANU	KRONES CAN LINE ONE	UPS	\$ 63,847.33	12/6/2023
27248.34	MANU	KRONES CAN LINE ONE	Line Sub Panel	\$ 85,470.49	12/6/2023
27248.35	MANU	KRONES CAN LINE ONE	UPS Sub Panel	\$ 5,991.16	12/6/2023
27248.36	MANU	KRONES CAN LINE ONE	Can Filler - VFS-C #2	\$ 1,702,609.63	12/6/2023
27248.37	MANU	KRONES CAN LINE ONE	Can Filler SEAMER #2	\$ 633,784.29	12/6/2023
				<u>\$ 47,150,873.75</u>	

B.O.C.C. Regular

4. 1. b.

Meeting Date: 03/19/2024

Title: Signal Peak Resolution of Intent to Grant Tax Abatement

Submitted By: Steve Williams

TOPIC:

Resolution 24-54 of Intent to Grant Tax Abatement to Signal Peak on Class Eight Property and Setting the Public Hearing for Tuesday, April 2, 2024, at 9:30 a.m. in Room 3108

BACKGROUND:

Signal Peak has applied for a tax abatement on Class 8 property. This requires a resolution of intent to hold a public hearing.

RECOMMENDED ACTION:

Approve

Attachments

Application

Statute

Signal Peak Resolution of Intent



Property Tax Abatement Application for Manufacturing Machinery, Fixtures, and Equipment

ABATE
V1 9/2023

The property owner or the property owner's representative must submit this application to the local governing body of the county where the property is located for approval by resolution. Refer to [15-6-138, MCA](#) for the definition of manufacturing machinery, fixtures, and equipment, and for detailed information on the application process.

For property used in a manufacturing process for which the property owner did not seek approval prior to commencing construction, the property owner must apply by:

- March 1 of the year during which the abatement is first applicable for manufacturing machinery, fixtures, and equipment installed and placed in service after October 1, 2023; or
- January 31, 2024, for manufacturing machinery, fixtures, and equipment installed and placed in service after December 31, 2022, and before October 1, 2023.

Required Information

Applicant Name SIGNAL PEAK ENERGY LLC	Property Address SAME AS MAILING ADDRESS
Mailing Address 100 PORTAL DR	City _____
City ROUNDUP	State _____ ZIP _____
State MONTANA ZIP 59105	County YELLOWSTONE
Email cpinkerton@signalpeakenergy.com	Geocode(s) Can be found on the classification and appraisal notice.
Contact Phone 406-323-4505	Assessment code(s) Can be found on the classification and appraisal notice.
	101096

Complete the questions below for the project's qualifying manufacturing machinery, fixtures, and equipment.

1. Project's construction commencement date SEE ATTACHMENT
2. Project's estimated construction completion date SEE ATTACHMENT
3. A project plan is included with the application providing specific descriptions of qualifying manufacturing machinery, fixtures, and equipment. Yes No
Project plan must include site plans, construction blueprints or CAD files, and detailed equipment list with complete installation costs for each qualifying component.
4. NAICS code for the property 212112

Applicant Signature Date 2/28/24
 Printed Name Clifford Pinkerton - VP & Controller

Important! The applicant must provide a copy of their application to the Department of Revenue within 30 days of submitting their application to the local governing body.

Questions? Contact us at dorpadustrial@mt.gov or (406) 444-7968.

County Government Use Only

Within 120 days of receiving an application, the local governing body shall issue a decision whether to approve an abatement at 100%, 90%, or 80%. If the governing body fails to issue a decision within 120 days of receiving an application, the application is considered approved in an amount equal to 100%. If an applicant's property qualifies for the abatement, the local governing body may not deny the abatement and the minimum amount of the abatement may not be less than 80%. Please refer to 15-6-138, MCA , for detailed information on the application process.

Complete the questions below.

- 1. Tax abatement application received on _____
- 2. Local governing body published public hearing notice within 60 days of receiving a completed application.
 Yes No
- 3. Public hearing held on _____
- 4. Project tax abatement Approved Denied
 If Approved, exemption amount is: 100% 90% 80%
- 5. Approved tax abatement to be implemented beginning Tax Year _____

In the first five years after the manufacturing machinery, fixtures, and equipment assets are placed in service, the assets will be designated as 80% exempt, 90% exempt or 100% exempt. The initial year that the assets are placed in service must be designated in the approving resolution.

The exemption must be phased out at a rate of 20% of the amount allowed by the local governing body with the property being assessed at 100% of its taxable value after a 10-year period. In subsequent years, the property must be taxed at 100% of its taxable value.

Important! Approved application and resolution must be sent to:

Department of Revenue
PO Box 8018
Helena MT 59604-8018

County Official Signature _____ **Date** _____

Printed Name _____ **Title** _____

Questions? Contact us at dorpadindustrial@mt.gov or (406) 444-7968.

Signal Peak Energy LLC
2023 Assets in Service

Fixed asset number	Name	Project Start Date	Acquisition date	Book	CY Acquisition	County Location
FA0001599	Heavy Media Cyclones	9/1/2021	1/1/2023	SurfProcEq	223,200.00	Musselshell
FA0001602	Haul Truck	2/1/2023	2/1/2023	MobileEqu	657,000.00	Musselshell
FA0001603	Mantrip	3/1/2023	3/1/2023	LightTruck	33,000.00	Musselshell
FA0001604	Mantrip	3/1/2023	3/1/2023	LightTruck	33,000.00	Musselshell
FA0001605	Mantrip	3/1/2023	3/1/2023	LightTruck	15,000.00	Musselshell
FA0001606	Mantrip	3/1/2023	3/1/2023	LightTruck	11,000.00	Musselshell
FA0001607	Mantrip	3/1/2023	3/1/2023	LightTruck	11,000.00	Musselshell
FA0001608	Mantrip	3/1/2023	3/1/2023	LightTruck	9,000.00	Musselshell
FA0001609	Power Center	3/1/2023	3/1/2023	GenUndEqui	54,966.25	Musselshell
FA0001610	Power Center	3/1/2023	3/1/2023	GenUndEqui	34,966.25	Musselshell
FA0001611	Power Center	3/1/2023	3/1/2023	GenUndEqui	34,966.25	Musselshell
FA0001612	Switch House	3/1/2023	3/1/2023	GenUndEqui	19,966.25	Musselshell
FA0001614	Feeder Breaker	4/1/2023	12/1/2023	GenUndEqui	182,575.00	Musselshell
FA0001615	ZMJ LW Shields	3/1/2022	5/1/2023	GenUndEqui	36,841,583.85	Yellowstone
FA0001616	Belt Terminal Group	3/1/2023	5/1/2023	GenUndEqui	204,797.50	Musselshell
FA0001617	Belt Terminal Group	3/1/2023	5/1/2023	GenUndEqui	204,797.50	Musselshell
FA0001619	Telehandler	6/1/2023	7/1/2023	MobileEqu	269,721.78	Musselshell
FA0001620	Mantrip	1/1/2022	8/1/2023	LightTruck	108,060.00	Musselshell
FA0001621	Mantrip	1/1/2022	7/1/2023	LightTruck	108,060.00	Musselshell
FA0001622	Mantrip	1/1/2022	8/1/2023	LightTruck	108,060.00	Musselshell
FA0001623	Mantrip	3/1/2023	7/1/2023	LightTruck	92,067.00	Musselshell
FA0001625	750 KVA Transformer	9/1/2022	9/1/2023	OtherEquip	29,550.00	Musselshell
FA0001626	4000 KVA Transformer	9/1/2022	9/1/2023	OtherEquip	108,025.00	Musselshell
FA0001627	3000 KVA Transformer	9/1/2022	9/1/2023	OtherEquip	77,350.00	Musselshell
FA0001628	Panline Extension	3/1/2023	11/1/2023	GenUndEqui	805,502.23	Yellowstone
FA0001629	LW Hydraulic Power Pack	9/1/2022	11/1/2023	GenUndEqui	97,529.13	Musselshell
	CWIP - EXCLUDES BUILDINGS				6,134,627.00	Musselshell
	M&S INVENTORY				9,145,944.00	Musselshell

West's Montana Code Annotated
Title 15. Taxation (Refs & Annos)
Chapter 6. Property Subject to Taxation
Part 1. Classification

MCA 15-6-138

15-6-138. Class eight property--description--taxable percentage

Effective: October 1, 2023

Currentness

(1) Class eight property includes:

(a) all agricultural implements and equipment that are not exempt under [15-6-207](#) or [15-6-220](#);

(b) all mining machinery, fixtures, equipment, tools that are not exempt under [15-6-219](#), and supplies except those included in class five under [15-6-135](#);

(c) for oil and gas production, all:

(i) machinery;

(ii) fixtures;

(iii) equipment, including flow lines and gathering lines, pumping units, oil field storage tanks, water storage tanks, water disposal injection pumps, gas compressor and dehydrator units, communication towers, gas metering shacks, treaters, gas separators, water flood units, and gas boosters, together with equipment that is skidable, portable, or movable;

(iv) tools that are not exempt under [15-6-219](#); and

(v) supplies except those included in class five;

(d) all manufacturing machinery, fixtures, equipment, tools, except a certain value of hand-held tools and personal property related to space vehicles, ethanol manufacturing, and industrial dairies and milk processors as provided in [15-6-220](#), and supplies except those included in class five;

(e) all goods and equipment that are intended for rent or lease, except goods and equipment that are specifically included and taxed in another class or that are rented under a purchase incentive rental program as defined in [15-6-202\(4\)](#);

(f) special mobile equipment as defined in [61-1-101](#);

(g) furniture, fixtures, and equipment, except that specifically included in another class, used in commercial establishments as defined in this section;

(h) x-ray and medical and dental equipment;

(i) citizens band radios and mobile telephones;

(j) radio and television broadcasting and transmitting equipment;

(k) cable television systems;

(l) coal and ore haulers;

(m) theater projectors and sound equipment; and

(n) all other property that is not included in any other class in this part, except that property that is subject to a fee in lieu of a property tax.

(2) As used in this section, the following definitions apply:

(a) “Coal and ore haulers” means nonhighway vehicles that exceed 18,000 pounds an axle and that are primarily designed and used to transport coal, ore, or other earthen material in a mining or quarrying environment.

(b) “Commercial establishment” includes any hotel, motel, office, petroleum marketing station, or service, wholesale, retail, or food-handling business.

(c) “Flow lines and gathering lines” means pipelines used to transport all or part of the oil or gas production from an oil or gas well to an interconnection with a common carrier pipeline as defined in [69-13-101](#) or a rate-regulated natural gas transmission or oil transmission pipeline regulated by the public service commission or the federal energy regulatory commission.

(d) “Governing body” means the governing body of the county where the class eight property is located.

(e) “Manufacturing machinery, fixtures, and equipment” means all property used in the manufacturing process, whether permanently or temporarily in place, to transform raw or finished materials into something possessing a new nature or name and adopted to a new use. The term includes but is not limited to refinery property.

(3) Except as provided in [15-24-1402](#) and this section, class eight property is taxed at:

(a) for the first \$6 million of taxable market value in excess of the exemption amount in subsection (4), 1.5%; and

(b) for all taxable market value in excess of \$6 million, 3%.

(4)(a) Except as provided in subsection (4)(b), the first \$1 million of market value of class eight property of a person or business entity is exempt from taxation.

(b) Subject to subsection (6), manufacturing machinery, fixtures, and equipment installed and placed in service after December 31, 2022, are exempt or partially exempt from taxation for a period of 5 years starting from the later of the date they were placed in service or October 1, 2023, after which the exemption amount allowed under subsection (6)(d) is phased out at a rate of 20% of the amount allowed by the governing body a year, with the property being assessed at 100% of its taxable value after a 10-year period. An entity that claims a tax exemption under this subsection (4)(b) shall maintain adequate books and records demonstrating the investment the owner made when installing and placing the property into service in the state. The property owners shall make the records available to the department for inspection on request.

(5) The gas gathering facilities of a stand-alone gas gathering company providing gas gathering services to third parties on a contractual basis, owning more than 500 miles of gas gathering lines in Montana, and centrally assessed in tax years prior to 2009 must be treated as a natural gas transmission pipeline subject to central assessment under [15-23-101](#). For purposes of this subsection, the gas gathering line ownership of all affiliated companies, as defined in [section 1504\(a\) of the Internal Revenue Code, 26 U.S.C. 1504\(a\)](#), must be aggregated for purposes of determining the 500-mile threshold.

(6)(a) In order for a taxpayer to receive the tax abatement described in subsection (4)(b), the taxpayer shall submit an application for the abatement and a project plan to the governing body and receive approval pursuant to this subsection (6). For property in which a taxpayer does not seek approval prior to commencing construction, the taxpayer shall apply:

(i) by March 1 of the year during which the abatement is first applicable for property placed in service on or after October 1, 2023; or

(ii) by January 31, 2024, for property placed in service after December 31, 2022, and before October 1, 2023.

(b) In order to receive an abatement, the governing body must approve the abatement request in the application by resolution for each project, following due notice as provided in [7-1-2121](#) and a public hearing. The governing body may not grant approval for the project until the applicant's property taxes have been paid in full. Taxes paid under protest do not preclude approval. If a taxpayer receives approval of a tax abatement prior to commencement of construction, the abatement does not extend to property that is outside the scope of the project plan that was submitted to the governing body with the application.

(c) The purpose of the public hearing is to determine whether the manufacturing machinery, fixtures, and equipment eligible for an abatement has an impact on services. The governing body shall:

(i) publish due notice within 60 days of receiving a taxpayer's complete application for the tax abatement; and

(ii) conduct a public hearing regarding an application for the tax abatement and make a determination whether the eligible abatement activities will have a fiscal impact to the county.

(d) Within 120 days of receiving the application provided for in subsection (6)(a), the governing body shall issue a decision regarding whether to allow the abatement at 100%, 90%, or 80%. If the governing body fails to issue a decision within 120 days of receiving the application, the application is considered approved in an amount equal to 100%. If the property qualifies for the abatement, the local government may not deny the abatement and the minimum amount of the abatement may not be less than 80%.

Credits

Enacted by Laws 1979, ch. 693, § 8. Amended by Laws 1981, ch. 575, § 62; amended by Laws 1983, ch. 278, § 1; amended by Laws 1983, ch. 599, § 1; amended by Laws 1985, ch. 516, § 4; amended by Laws 1985, ch. 743, § 3; amended by Laws 1987, ch. 453, § 5; amended by Laws 1987, ch. 584, § 1; amended by Laws 1987, ch. 611, § 3; amended by Laws 1989, ch. 576, § 2; amended by Laws 1989, ch. 598, § 2; amended by Sp. Sess. Laws June 1989, ch. 10, § 5; amended by [Laws 1993, ch. 575, § 1](#); amended by [Laws 1995, ch. 570, § 1](#); amended by [Laws 1997, ch. 121, § 2](#); amended by [Laws 1997, ch. 496, § 2](#); amended by [Laws 1999, ch. 285, § 12](#); amended by [Laws 1999, ch. 551, § 1](#); amended by [Laws 1999, ch. 555, § 2](#); amended by Sp. Sess. Laws May 2000 ([Laws 2000, 1st Sp. Sess.](#)), ch. 11, § 2; amended by [Laws 2001, ch. 438, § 1](#); amended by [Laws 2003, ch. 114, § 19](#); amended by [Laws 2003, ch. 505, § 1](#); amended by [Laws 2005, ch. 3, § 1](#); amended by [Laws 2005, ch. 531, § 1](#); amended by [Laws 2005, ch. 532, § 2](#); amended by [Laws 2005, ch. 542, § 6](#); amended by [Laws 2005, ch. 584, § 2](#); amended by [Laws 2009, ch. 2, § 20](#), eff. Oct. 1, 2009; amended by [Laws 2009, ch. 343, § 1](#), eff. April 24, 2009; amended by [Laws 2009, ch. 421, § 5](#), eff. April 30, 2009; amended by [Laws 2009, ch. 487, § 1](#), eff. May 10, 2009; amended by [Laws 2011, ch. 411, § 2](#), eff. July 1, 2011; amended by [Laws 2013, ch. 11, § 1](#), eff. Feb. 13, 2013; amended by [Laws 2013, ch. 268, § 4](#), eff. Oct. 1, 2013; amended by [Laws 2013, ch. 396, § 2](#), eff. May 6, 2013; amended by [Laws 2015, ch. 361, § 8](#), eff. April 29, 2015; amended by [Laws 2021, ch. 506, §§ 4, 5](#), eff. July 1, 2021, and Oct. 1, 2022; amended by [Laws 2023, ch. 45, § 2](#), eff. Oct. 1, 2023; amended by [Laws 2023, ch. 234, § 1](#), eff. April 24, 2023; amended by [Laws 2023, ch. 695, § 1](#), eff. Oct. 1, 2023.

Notes of Decisions (16)

MCA 15-6-138, MT ST 15-6-138

Current through chapters effective January 1, 2024 of the 2023 Session. Some statute sections may be more current, see credits for details.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24- 54

Resolution of Intent to Grant Tax Abatement to Signal Peak Energy, LLC on Class Eight Property

WHEREAS, pursuant to Section 15-6-138(4)(b) of the Montana Code Annotated, if an owner of class eight property applies for a tax abatement on the property to a board of county commissioners, the board must approve the abatement. Attached is a copy of the statute. For the first five years, the tax on the property is abated at 80, 90 or 100 percent. *Id.* For the next five years, the tax on the property is increased until the property is fully taxed. *Id.* Pursuant to Section 15-6-138(6)(d) of the Montana Code Annotated, the only discretion a board has with the tax abatement is the percentile of the abatement during the initial five-year period of the abatement. The board can approve an 80, 90 or 100 percent abatement for the period. *Id.* If a board does not act upon an application, the application is deemed approved at 100 percent of the abatement during the period. *Id.*

WHEREAS, pursuant to Section 15-6-138(6)(b) of the Montana Code Annotated, for a board of county commissioners to grant a tax abatement on class eight property, it should pass a resolution of intent to hold a public hearing, publish notice of the public hearing, receive public comment, hold a public hearing and pass a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners received an application from Signal Peak Energy, LLC for a tax abatement on class eight property. Attached is a copy of the application seeking a tax abatement on class eight equipment. The Board reviewed the application. Signal Peak Energy, LLC appears to meet the requirements to receive an abatement. The application was timely submitted and appears to encompass class eight property. Pursuant to 15-6-138(4)(b), the Montana Department of Revenue has the ability to examine the books and records of the company to verify that the subject property meets the requirements of the abatement.

NOW THEREFORE, BE IT RESOLVED,

Pursuant to Section 15-6-138(4)(b) of the Montana Code Annotated, the Yellowstone County Board of County Commissioners intends to approve a tax abatement on the class eight property owned by Signal Peak Energy, LLC as indicated in the application.

On April 2, 2024, the Board will hold a public hearing on the approval of the abatement. The Board orders the Yellowstone County Clerk and Recorder to provide notice of the hearing, make copies of the application and tax abatement projections available to the public, receive written comments on the abatement and provide the comments to the Board before the hearing.

At the hearing, the Board will receive comments on the abatement and consider the comments. After the hearing, the Board will decide whether Signal Peak Energy, LLC meets the requirements to receive the abatement and, if it meets the requirements, the percentile of the abatement during the initial five-year period. The Department of Revenue retains the final determination of the amount of property that qualifies as class 8 property subject to the abatement and has the ability to reduce the amount of qualifying property if it determines that portions of the property contained in the application do not qualify for abatement under MCA 15-6-138.

Passed and Adopted on the 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

- Attachments**
Statute
Application

B.O.C.C. Regular

4. 1. c.

Meeting Date: 03/19/2024

Title: Resolution of Intent to Adopt Growth Policy

Submitted By: Steve Williams

TOPIC:

Resolution 24-56 of Intent to Adopt the Growth Policy for the Area Around the City of Laurel and Setting the Public Hearing for Tuesday, April 2, 2024, at 9:30 a.m. in Room 3108

BACKGROUND:

Laurel's planning board passed a resolution recommending that the BOCC adopt the attached growth policy.

RECOMMENDED ACTION:

Approve the ROI, setting a public hearing for April 2, 2024.

Attachments

Laurel - Yellowstone County Growth Policy

Laurel Recommendation

Resolution of Intent



REQUESTED UPDATE

To the 2020 Growth Management
Policy for the City of Laurel/
Yellowstone County Joint Planning
Jurisdiction

Prepared by the City of Laurel/Yellowstone
County Planning Board 2023



This page to be replaced upon final approval with the above Title Page.



November 2020

GROWTH MANAGEMENT POLICY

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CHAPTER 1: INTRODUCTION AND PURPOSE

Introduction

The Growth Management Policy is a guide for the development of the **City of Laurel Laurel Planning jurisdiction area** over the next five years. The purpose of this plan is to provide general guidelines to develop and maintain Laurel as a safe, livable, and economically viable community that residents, institutions, and businesses are proud to call home. This document presents information about the **planning jurisdiction**, **City** its residents, and the goals and objectives the **City planning board** will work towards in the long term.

This document is focused on the City of Laurel and its **surrounding** zoning and planning jurisdictions. Laurel is at a crossroads both in place and time. It is located at a vital junction for agriculture, transportation, and industry that helped develop the area over the past 130 years. The timing of this policy update is also essential given a growing population, changing demographics, a fast-growing municipality nearby (Billings), and the need for updated regulations and policies to face 21st century technological, economic, and land-use challenges.



Historical Context

The Crow was the principle Tribe in the Yellowstone Basin when European explorers first arrived. In July of 1806, Captain William Clark and his expedition floated down the Yellowstone River from current-day Livingston in crude canoes on their return journey. Clark and his expedition camped at the mouth of the Clark's Fork of the Yellowstone River near Laurel's present site and noted it as a possible location for a trading post. Chief Joseph later led the Nez Perce over the Yellowstone River near Laurel during their retreat to Canada in 1877. Colonel Sam Sturgis and his cavalry caught up and battled the Tribe at Canyon Creek approximately six miles north of present-day Laurel. The Nez Perce escaped the cavalry and continued their flight to Canada after the battle. Laurel is located on both the Lewis & Clark and Nez Perce National Historic Trails that commemorate these events.

European settlement of the area began in 1879. The railroad reached Billings by 1882 and reached current-day Laurel by that fall. The City of Laurel, initially called Carlton, was established in 1882 along the newly laid railroad tracks. The western legend of "Calamity Jane" Canary was associated with Laurel in its early years after she came to Laurel in 1882 and had her dugout near the Canyon Creek Battleground.

Laurel's population and its economy boomed during the early years. By 1920, the population had reached 2,338 residents. The rail yards were a permanent fixture of the local economy and became a dependable employer due to the consistent demand for agricultural products nationwide. The three major industries which have played a significant role in the growth of the City have been agriculture, the

railroad, and oil. Local farms near current-day Laurel were settled before any official town being established. Popular crops for area farmers and ranchers included alfalfa, grains, and sugar beets. This agricultural production was a significant draw for the region outside of the rail yard's ability to ship goods. These farms were an essential driver of the local economy despite the railyard's outsized role as a shipping center.

The Northern Pacific, Great Northern, and Chicago, Burlington, and Quincy Railroads all made their junction in Laurel by 1906. The Northern Pacific was building terminal yards in 1907, which would eventually lead to Laurel being the largest terminal and classification station between St. Paul, Minnesota, Seattle, and Washington. The yards would eventually have a fifty-five-stall roundhouse, machine shop, ice-making plant, loading docks, water tank, and disinfecting plant. ~~The yard is currently operated by Montana Rail Link, which is leased from the Burling Northern/Santa Fe Railroad.~~ Laurel remains the largest rail yard between Minneapolis and Seattle.

The area was repeatedly drilled for oil exploration in the early 1920s. The Northwest Refining Company bought a site for a proposed 2,000-barrel refinery in 1922. In 1927, productive oil fields were discovered in the nearby Oregon Basin of Wyoming. The existing regional rail infrastructure made Laurel an ideal location for the refining and exporting of crude oil from Wyoming and other regions. The refinery in Laurel has been operated by many companies, including the Independent Refining Company, Farmers Union Central Exchange, and now CHS Inc.

Purpose

The Growth Management Policy is a statement of the community goals and objectives that will guide the ~~City's planning jurisdiction's~~ development. The policy is a comprehensive document covering many different study areas, including demographics, land use, infrastructure, public services, transportation, and housing. The purpose of this Growth Management Policy is to:

- ❖ Establish Community Goals and Objectives
- ❖ Present an updated profile of the community
- ❖ Provide projections for housing, natural resources, population, land use, and other subjects
- ❖ Ensure an orderly set of policy priorities for the expansion of the City
- ❖ Put forward an implementation guide for the established Goals and Objectives
- ❖ Act as a guide and resource for city ~~and county~~ staff and other local stakeholders

Community Vision

The Growth Management Policy allows local stakeholders to create a future vision for the Laurel community. A well-thought-out vision is important because it informs the structure and form of the document and influences the City's work long after it is published. This vision can involve where the City wants to grow, what types of business residents would like to see, priorities for project funding, and the quality of life residents would like to have. The Growth Management Policy's goals,



objectives, and recommendations for implementation are developed from this community vision. City staff worked with Planning Board members to develop a community vision for the **planning jurisdiction. Laurel.**

In the future, **the Laurel area** will have:

- ❖ A diverse array of residents, businesses, and institutions,
- ❖ Greater employment opportunities,
- ❖ Connected and accessible neighborhoods,
- ❖ A variety of housing options and levels of affordability,
- ❖ A thriving downtown and commercial district,
- ❖ Well-functioning public services and amenities,
- ❖ Clear and consistent regulations for development, and
- ❖ An engaged community.

Regulatory Requirements

The Growth Management Policy is a statutory necessity for local governments. Montana Code Annotated Title 76, Chapter 1, Part 6 provides the foundation for establishing a municipal growth policy. These statutes require certain general items to be included, but the direction, focus, and contents of the policy are the local governing body's responsibility. These statutes were established to enable local governments to proactively envision their future and implement change in a coordinated way.

CHAPTER 2: PUBLIC INVOLVEMENT

Overview

The update process for the 2020 Growth Management Policy began in November 2019 and continued through October of 2020. Much of the plan was developed in the spring and early summer of 2020. The Planning Department convened multiple meetings of the Planning Board to discuss and review draft chapters and information and reached out to local, county, and state officials for input.

The onset of the COVID-19 pandemic and subsequent shelter-in-place directives disrupted the Laurel City-County Planning Board's in-person meetings. The Planning Department continued to draft sections of the plan, met with stakeholders virtually, and compiled chapters despite this disruption.

Prior Efforts

Before this update, the most recently approved Growth Management Policy was completed and approved by Laurel City Council in December of 2013. Before adopting the 2013 Growth Management Policy, The City of Laurel had prepared and adopted a Growth Management Policy in 2004.

Outreach

Outreach efforts were made during the late winter and early spring of 2020. The City reached out to many local, regional, and state groups. These groups and organizations were identified as essential stakeholders in the development of the plan. Many groups were unable to comment due to the COVID-19 pandemic, which caused significant scheduling and contact issues. The chart below shows the groups that the City met with and those contacted but who did not follow-up or could not provide direct information due to the pandemic.

Laurel Growth Management Policy Update Outreach	
Groups with which Meetings were held	Groups Contacted
Laurel Urban Renewal Agency	Laurel Chamber of Commerce
Laurel School District	Big Sky Economic Development Authority
City of Laurel Public Works	Montana Department of Commerce
City of Laurel Fire Department	Yellowstone County Disaster & Emergency Services
City of Laurel Police Department	Yellowstone County GIS
Laurel Rotary Club	Montana Department of Justice
Yellowstone County Board of County Commissioners	
Yellowstone County Sheriff's Department	
Department of Natural Resources and Conservation	
Montana Department of Transportation (Billings District)	
Beartooth Resource Conservation & Development	
Montana Department of Environmental Quality	

Timeline of Meetings for the Growth Management Policy Update

The onset of the COVID-19 pandemic curtailed meetings of the Planning Board between March and June of 2020. Compiling the policy components and preparation of narrative portions continued during this time under the previously established schedule. The chart below shows the Planning Board and City Council meetings in which the Growth Management Policy Update was presented.

Laurel Growth Management Policy Update 2020 - Meeting Schedule			
Date	Purpose	Task	Outcome
December 11, 2019	Approve Schedule and Contacts	Initial Visioning Discussion	Invites to Agencies
January 8, 2020	Disc: Chapters 1&3	Introduction, Purpose and Common Goals	Work Session
February 12, 2020	Disc: Chapters 4&5	Community Profile, Employment Forecast	Work Session
February 26, 2020	Disc: Chapter 6	Land Use	Work Session
March 11, 2020	Disc: Chapter 7	Future Land use	Work Session
March 25, 2020	Disc: Chapter 8	Housing	Work Session
April 8, 2020	Disc: Chapter 9	Infrastructure	Work Session
April 22, 2020	Disc: Chapter 10	Transportation	Work Session
May 13, 2020	Disc: Chapter 11	Economic Development	Work Session
May 27, 2020	Disc: Chapters 12&13	Public Services, Facilities & Recreation Plan	Work Session
June 10, 2020	Disc: Chapters 3, 14, 15	Community Goals, Natl Resources & Implementation	Work Session
June 24, 2020	Review Document	Review Completed Chapters	Work Session
July 22, 2020	Planning Board Review	Chapters 3, 7, 7.5, 8, 9, 10, 11, 13	Work Session
August 19, 2020	Planning Board Review	Review Draft Document	Schedule Public Hearing
October 21, 2020	Planning Board Public Hearing	Full Document Review and Approval	Resolution of Adoption
November 3, 2020	City Council Discussion Session	Full Document (PB Approved)	Preliminary Presentation
November 17, 2020	City Council Workshop	Full Document (PB Approved)	City Council Review and Comments
November 24, 2020	City Council Public Hearing	Receive Public Comment, Approve Resolution of Adoption	Resolution of Adoption
December 24, 2020	Final Adoption	30 Day Comment Period	Adoption of Growth Management Policy

Laurel Growth Management Policy Update 2023 - Development Schedule			
Date	Purpose	Task	Outcome
January 24, 2023	County Commissioners Meeting Approving Resolution No. 23-03	County Commissioners request to update 2020 Growth Management Policy with changes to the City of Laurel/ Yellowstone County Planning Board	Planning Board to take up the task
February 15, 2023	Planning Board Meeting	Report to the Planning Board of the County's request	Started the review
March 15, 2023	Planning Board Meeting		Work Session
April 19, 2023	Planning Board Meeting		
May 2, 2023	City Council Workshop	Staff recommendation asking City Council to request Growth Management Policy update with changes to The City of Laurel/Yellowstone County Planning Board	Discussion
May 9, 2023	City Council Meeting Approving Resolution R23-29	City Council's request to update 2020 Growth Management Policy with changes to the City of Laurel/ Yellowstone County Planning Board	Planning Board to continue updates
May 17, 2023	Planning Board Meeting	Inform Planning Board of City Council Resolution R23-29	Review changes
June 21, 2023	Planning Board Meeting	Review 2020 growth management policy	Review changes
July 26, 2023	Planning Board Meeting	Review 2020 growth management policy	Review changes
September 20, 2023	Planning Board Meeting	Set work sessions for planning board and to send legal notice to the community	Work Session Set
September 29, 2023	Legal Advertisement Published in Yellowstone County News	Work Session Public Notice for every Wednesday in October	Public Notice
October 4, 2023	Planning Board Review	Review 2020 growth management policy draft changes	Work Session
October 6, 2023	Legal Advertisement Published in Yellowstone County News	Work Session Public Notice for every Wednesday in October	Public Notice
October 11, 2023	Planning Board Review	Review 2020 growth management policy draft changes	Work Session
October 18, 2023	Planning Board Review	Review 2020 growth management policy draft changes	Regular Meeting
October 18, 2023	Planning Board Meeting	Review 2020 growth management policy draft changes	Work Session
November 15, 2023	Planning Board Meeting	Review draft changes and to set a public hearing for December 20 th , 2023	Advertise Public Hearing for Planning Board
December 1, 2023	Legal Advertisement Published in Yellowstone County News	Community Public Notice	Public Notice
December 1, 2023	Send out draft document and maps to City and County Offices for Comments	City and County Staff Notice	

December 8, 2023	Legal Advertisement Published in Yellowstone County News	Community Public 2 nd Notice	Public Notice
December 15, 2023	Legal Advertisement Published in Yellowstone County News	Community Public 3 rd Notice	Public Notice
December 20, 2023	Planning Board Public Hearing	Full Document Review and Approval	
December 20, 2023	Planning Board	Tabled – Resolution to approve Growth Management Policy	
January 17, 2024	Planning Board	Tabled and set Workshop for January 31,2024 and additional Public Hearing for February 21, 2024.	
January 25, 2024	Legal Advertisement Published in Laurel Outlook	Community Public Notice for Workshop Session	Public Notice
January 31, 2024	Planning Board Workshop	Amended Maps for Annexation Priority Area and Future Land Use Maps	
February 1, 2024	Legal Advertisement in Laurel Outlook	Community Public Notice for 2/21/2024 Public Hearing	Public Notice
February 8, 2024	Legal Advertisement in Laurel Outlook	Community Public Notice for 2/21/2024 Public Hearing	Public Notice
February 9, 2024	Legal Advertisement Published in Yellowstone County News	Community Public Notice for 2/21/2024 Public Hearing	Public Notice
February 15, 2024	Legal Advertisement in Laurel Outlook	Community Public Notice for 2/21/2024 Public Hearing	Public Notice
February 16, 2024	Legal Advertisement Published in Yellowstone County News	Community Public Notice for 2/21/2024 Public Hearing	Public Notice
February 21, 2024	Planning Board Public Hearing	Full Document Review and Approval	
TBD	City Council discussion Session	Full Document	Preliminary Presentation
TBD	City Council Workshop	Full Document	City Council Review and Comments
TBD	County Commissioners Discussion Session	Full Document	Preliminary Presentation
TBD	County Commission Discussion Session	Full Document	City Council Review and Comments
TBD	Legal Advertisement Published in Yellowstone County News	Community Public 1 st Notice - City	Public Notice

TBD	Legal Advertisement Published in Yellowstone County News	Community Public 1 st Notice - County	Public Notice
TBD	Legal Advertisement Published in Yellowstone County News	Community Public 2 nd Notice - City	Public Notice
TBD	Legal Advertisement Published in Yellowstone County News	Community Public 2 nd Notice - County	Public Notice
TBD	City Council Public Hearing	Receive Public comment, Approve Resolution of Adoption	Resolution of Adoption
TBD	County Commissioners Public Hearing	Receive Public Comment, Approve Resolution of Adoption	Resolution of Adoption
TBD	Final Adoption	30 Day Comment Period	Adoption of Growth Management Policy

CHAPTER 3: GOALS, OBJECTIVES, AND STRATEGIES

Overview

The community goals and objectives presented in this chapter were established to transform the community vision into a concrete reality. These goals, objectives, and strategies were developed through research, data collection, interviews, and public meetings that the City and the planning board conducted throughout the planning process.

These goals cover a wide range of topics, including Land Use, Transportation, Housing, Economic Development, Infrastructure, and more. This collection of community goals and objectives is meant to be exhaustive to provide the City, developers, residents, and business owners with comprehensive guidance to inform local efforts across different sectors, topics, and areas of influence.

Land Use Goals and Objectives

Land use policy is one of the most potent tools a city has. Zoning and subdivision codes influence growth patterns, infrastructure placement, road connectivity, and much more. The **City of Laurel planning board** is focused on the effective use of land in and around the City. The **City-planning board** also plans to conserve open space and traditional land uses by focusing on smarter, denser development clustered along significant routes and commercial areas.

This plan's overall goals are to conserve open space while maximizing the areas currently in and directly adjacent to the City. Laurel's downtown and Southeast 4th Street rehabilitation are possible through a mix of infill development, mixed-use buildings, improved infrastructure, and updated façade and signage standards.

Goal 1: Conserve open space and traditional land uses

- ❖ Encourage cluster developments to incorporate open space into new developments
- ❖ Provide options for landowners for conserving portions of their land
- ❖ Study and Implement strategies to create an interconnected system of parks and greenways and open space that are accessible to area residents

Goal 2: Develop downtown Laurel into a vibrant place to live, work, and play

- ❖ Encourage mixed uses for living, working, and shopping local
- ❖ Identify priority parcels for infill development
- ❖ Implement Placemaking projects to create a more livable and enjoyable downtown
- ❖ Partner with local groups to support community businesses, events, and gatherings
- ❖ Connect with regional agencies to access project funding, receive technical support, and boost the visibility of Laurel development opportunities

Goal 3: Update Subdivision Code to meet the needs of Laurel and the surrounding area

- ❖ Provide clear and consistent standards
- ❖ Ensure the proper scale and scope of regulations
- ❖ Include trails, open space, and greenway considerations in parkland subdivision review
- ❖ Regularly review and update the Subdivision Code as needed to remain current

Goal 4: Update the Zoning Code to provide for greater flexibility of allowable uses, clearer requirements, and more efficient land use

- ❖ Study the inclusion of different types of housing within residential districts
- ❖ Update Overlay Districts, Parking Requirements, and the Sign Code to better fit the City's needs and character
- ❖ Allow mixed-use live/work opportunities in commercial areas
- ❖ Enable property owners to use their land more effectively and efficiently

Goal 5: Use long term planning documents to identify funding and address priority needs for infrastructure and development

- ❖ Establish an Annexation Plan to develop priority growth areas and strategies
- ❖ Develop a Capital Improvement Plan for vital infrastructure to support the City as it grows
- ❖ Prepare a Commercial and Industrial Development Study for land adjacent to major transportation routes in the Laurel area

Annexation Goals and Objectives

Municipalities need to seize growth opportunities. Having strategies to address challenges for developing a community and preparing priorities for expansion are vital activities. Two overarching goals have been designated to help the City of Laurel grow through annexation.

Goal 1: Adopt a long-range view for the growth of the City

- ❖ Establish a growth-conscious set of policies to expand the City and its services
- ❖ Create priority growth areas for extension of services
- ❖ Develop and approve an Annexation Plan for the Laurel Planning Jurisdiction
- ❖ Support the creation of a long-term Capital Improvement Plan for the extension of essential infrastructure

Goal 2: Manage fiscal responsibility with established and proposed annexation standards

- ❖ Ensure that the established standards are right and proper for the City of Laurel
- ❖ Ease the burden for developers to annex into the City while meeting established standards
- ❖ Allow greater flexibility in development patterns
- ❖ Determine the cost and benefits of annexation

Housing Goals and Objectives

Housing is a necessity in any community. The goals presented below are a means to ensure that people can find affordable, accessible, comfortable, and attractive housing in the community. To date, Laurel has not struggled with significant housing affordability issues. One housing trend that Laurel might consider is the growing demand for closer-knit, denser, and connected neighborhoods near commercial areas. Many younger Americans have abandoned the traditional single-family home for other housing, including rowhouses, tiny homes, condominiums, and apartments. Many older Americans are also focusing on downsizing to housing that is more accessible to local services, including restaurants, medical services, and grocery stores.

Housing is closely connected with transportation and economic development. Updating the zoning code to allow a more comprehensive array of housing options such as tiny homes, accessory dwelling units, and multi-family housing is an important goal. This update will ensure that currently developed parcels and vacant parcels within the City can be developed with more options for prospective buyers or renters. It is also crucial for Laurel to have standards and code that allow for the efficient use of space already within the City while enabling the effective use of land in the surrounding area.

Goal 1: Encourage a mixture of housing types to meet the demand of all market sectors

- ❖ Maintain a diverse array of housing and affordability levels
- ❖ Promote higher density housing types in the downtown area and adjacent to major transportation corridors
- ❖ Study mixed-use housing and other alternative housing types and styles
- ❖ Provide options for a full spectrum of housing from rentals to retirement housing

Goal 2: Provide information on housing-related grants, loans, and ownership programs

- ❖ Develop a list of resources for renters and homeowners
- ❖ Collect information on federal, state, local, and philanthropic rental and homeownership programs
- ❖ Advise Laurel area residents as to available support for housing, rent, and homeownership

Infrastructure Goals and Objectives

Infrastructure is the foundation of the community. It will be vital for the City to utilize long-range planning to establish infrastructure standards, map current infrastructure facilities, and identify infrastructure development costs for necessary and prospective projects.

The drafting of planning documents, including master plans and preliminary engineering reports (PERs) relating to the Laurel water system, wastewater system, and stormwater system, is critical to ensure orderly and effective growth of the City. A Capital Improvement Plan (CIP) is another vital infrastructure planning document that should be completed. Plans and engineering reports should provide useable data, allow for inclusion in grant applications, and present direct insight into necessary current and future projects.

Goal 1: Maintain an Effective and Efficient Public Infrastructure System that Adequately Serves the Needs of the City

- ❖ Develop a data-driven infrastructure maintenance schedule
- ❖ Determine any existing gaps in services and other infrastructure deficiencies within the City
- ❖ Adopt up-to-date infrastructure standards that are appropriate for the needs of the City
- ❖ Study using public spaces within floodplains, watercourses, and wetlands to be used as passive recreation areas such as parks and greenways
- ❖ Study the feasibility of recycling programs and other means to reduce solid waste
- ❖ Incorporate stormwater system planning into roadway and other infrastructure planning processes

Goal 2: Establish the Long-Term Capital and Infrastructure Needs for the City

- ❖ Develop a Capital Improvement Plan for the improvement and expansion of infrastructure
- ❖ Prepare a Water System Master Plan
- ❖ Create a Wastewater System Master Plan
- ❖ Complete a Stormwater Management Plan
- ❖ Ensure infrastructure planning documents are routinely updated.
- ❖ Confirm that the established infrastructure priorities are adequate

Goal 3: Seek out Possible Funding Sources for the Expansion and Improvement of Infrastructure and Essential Community Services

- ❖ Study the physical and financial needs for the extension of infrastructure to priority growth areas.
- ❖ Collaborate with Montana agencies on major projects and studies
- ❖ Explore federal, state, and philanthropic infrastructure grant opportunities
- ❖ Determine positive impacts from the expansion and improvement of infrastructure
- ❖ Apply for funding opportunities that are appropriate for city priorities and projects and assist in keeping user fees reasonable

Transportation Goals and Objectives

The transportation network brings people together. This network is a patchwork of streets, roads, sidewalks, bike paths, trails, and rail. It is crucial to couple transportation development with land use. To this end, a goal is the development of a more multi-modal approach to streets and pathways. Implementing bicycle and pedestrian improvements such as bike lanes, greenways, improved signage, and sidewalk improvements is critical. Furthermore, traffic and speed data should be studied on significant routes to determine street safety and determine possible resolutions to improve motorized and non-motorized traveler safety. Laurel seeks to make neighborhoods and commercial areas more accessible and connected by improving pedestrian facilities, including sidewalks, accessible curb cuts, signage, and road markings. Establishing a road network master plan is also vital to create a concrete plan for street expansion and continuity to support orderly and consistent growth patterns.

These transportation goals are a way to increase the quality of life, connect people to their community, increase safety, and plan for current trends and future growth. There are three overarching transportation goals, including objectives and strategies.

Goal 1: Preserve, Maintain, and Improve the Existing Transportation System

- ❖ Update the Long-Range Transportation Plan (LRTP)
- ❖ Establish a systematic approach for the maintenance and repair of the road network.
- ❖ Develop a Capital Improvement Plan to identify and prioritize significant transportation projects
- ❖ Establish a Road Network Master Plan to ensure street continuity, traffic flow, and neighborhood connectivity,
- ❖ Promote fiscal responsibility and high return on investment
- ❖ Coordinate roadway improvement projects to coincide with underground infrastructure improvements

Goal 2: Improve the Mobility, Safety, and Accessibility for all users and modes of travel

- ❖ Implement bicycle and pedestrian improvements and traffic calming measures to transform the downtown area into a pedestrian-friendly place
- ❖ Create a looping bicycle/pedestrian trail and street system that connects different areas of Laurel
- ❖ Adopt pedestrian and multi-modal friendly transportation standards and safety measures
- ❖ Explore options to improve and expand the Laurel Transit program and strategies to create other multi-modal transportation connections.
- ❖ Partner with local, regional, and statewide groups to further integrate Laurel into the more comprehensive passenger transportation network

Goal 3: Connect Transportation Decisions with Land-Use Decisions

- ❖ Integrate land-use planning and transportation planning to manage better and develop the transportation network.
- ❖ Utilize transportation projects to encourage intensive development patterns along significant routes and existing areas of the City.
- ❖ Adopt and implement consistent system policies and maintenance standards
- ❖ Ensure the development of a sustainable transportation system that minimizes environmental impacts

Economic Development Goals and Objectives

The Laurel economy has changed dramatically in the past few decades. The emergence of online retail has shifted the focus away from traditional brick and mortar downtowns businesses to easy to use and seemingly more convenient online or delivery options. Recently, small towns and cities across the country are finding that thoughtful economic development and land use planning can rehabilitate their downtowns and neighborhoods to reverse some of the losses related to the emergence of online retail.

The City has established focus areas for economic development. These areas include Laurel's traditional downtown core, the Southeast 4th St. Commercial district, the 1st Avenue Corridor, and Old Route 10 running west from the City. This chapter's primary focus is to establish a smarter, more sustainable development that adds character and connectivity to commercial areas. Commercial areas of Laurel should be attractive places to visit. Placemaking and beautification projects are useful to encourage residents and visitors to explore different areas of the City. Increasing walkability and mixed-use development can also create better housing and commercial opportunities.

The goals presented below are an effort to increase the attractiveness, usefulness, and quality of the community's commercial and economic sectors. The expansion brings new opportunities, and the area near the West Laurel Interchange has significant growth potential. This area could become a central area for the Laurel community's growth and development through the effective use of placemaking strategies, smart growth concepts, and cohesive zoning and development standards. Four main goals with related objectives have been established related to Economic Development as follows:

Goal 1: Develop downtown Laurel as a destination to live, work, and play

- ❖ Institute placemaking projects to further enhance district character
- ❖ Increase live-work opportunities for current and future residents and businesses
- ❖ Apply TIF funding to beautification, blight removal, and public improvement projects
- ❖ Identify and find solutions for unused or underused parcels as candidates for development

Goal 2: Create a resilient local economy

- ❖ Strengthen core businesses and industries through communication and connections with technical support
- ❖ Ensure that local economic activities are inclusive and accessible to all stakeholders
- ❖ Implement policies that create stable and sustainable economic growth
- ❖ Work to highlight the shared benefits of working together as a community with local businesses stakeholders, and developers
- ❖ Provide an economic ecosystem that allows for a wide array of businesses, industries, and developments to thrive
- ❖ Study and implement policies to enhance local business demand and alternative strategies for value creation for the community

Goal 3: Collaborate with area organizations to support economic growth and local employment and training opportunities

- ❖ Communicate with local groups to determine any needs and assistance
- ❖ Create partnerships with local and regional groups to fill local service gaps and create needed programming
- ❖ Take part in events and workshops to support local business initiatives and activities
- ❖ Establish common ground with local and regional groups to provide resources and assistance
- ❖ Connect residents and businesses with like-minded economic, financial, and entrepreneurship resources and opportunities

Goal 4: Study options for new commercial and industrial properties in anticipated high-growth areas

- ❖ Create a Corridor Master Plan for growth in and around the intersection with Old Route 10 and the West Laurel Interchange
- ❖ Study options and determine priorities for the possible establishment of Tax Increment Financing Districts (TIFs) and Targeted Economic Development Districts (TEDDs)
- ❖ Review and pursue opportunities for clustered commercial or industrial parks
- ❖ Develop funding strategies to provide services for priority growth areas.

Public Facilities and Services Objectives, Policies and Strategies

Effective and efficient public services are a significant draw for prospective residents, developers, and businesses. Above all, public facilities and services must be accessible, useful, and dependable for everyone residing, working, and visiting the City. Laurel should identify current gaps and determine the projected needs of public facilities as the City grows. It is crucial to work with public stakeholders and departments to include the whole population. Providing consistent and stable service delivery is essential.

Goal 1: Provide consistent and high-quality public services to the community

- ❖ Develop standard operating procedures to ensure consistency for city departments
- ❖ Develop maintenance procedures for parks, facilities, and public areas.
- ❖ Study current facilities and services to identify gaps and determine projected needs in services

Goal 2: Respond to the changing nature of the community

- ❖ Plan for the expansion of public facilities in priority growth areas
- ❖ Invest in public facilities that are accessible to everyone in the community
- ❖ Study how to improve city services to boost the quality of life for residents, businesses, and institutions

Goal 3: Work with city departments and local stakeholders to determine the priority expansion of public facilities and services

- ❖ Open lines of communication between city departments and local stakeholders to gather input on major projects
- ❖ Consider the public service requirements of large-scale projects before their approval and implementation
- ❖ Develop plans for the expansion of Fire, Police, and EMS facilities

Recreation Goals and Objectives

The wide array of Laurel city parks is a great asset to residents. It is the goal to ensure that current and future city parkland is an essential amenity. Parks should be developed and improved to act as neighborhood focal points. Many of Laurel's parks are very small, with some located in less than optimal locations. It is a goal to ensure that parkland is a useable and enjoyable amenity for residents. The City should study underutilized or burdensome parkland parcels and consider re-use scenarios.

Historical Riverside Park has been a staple of the community for almost one hundred years. The Riverside Park Master Plan was developed in 2018 to provide a blueprint for improvements and the park's use. It will be essential to continue the ongoing improvement efforts and develop policies to attract visitors. Riverside Park should be maintained as a historical, recreational, and economic asset in the future.

Goal 1: Develop parkland as an essential and enjoyable amenity for residents

- ❖ Ensure new developments have appropriate park space for recreation and general use
- ❖ Study how existing parks can be improved through new facilities, changed layouts, or additions
- ❖ Review current park infrastructure and determine if improvements are necessary to serve the needs of the surrounding area better

Goal 2: Promote Riverside Park as a vital historic, civic, and recreation resource for residents and visitors

- ❖ Adhere to the projects and strategies presented in the 2018 Riverside Park Master Plan
- ❖ Seek grant funding for structural and site improvements
- ❖ Develop historic markers for Riverside Park and its historic structures
- ❖ Study options for connecting Riverside Park to the city proper through infrastructure improvements, civic engagement, or other means
- ❖ Establish signage and marketing for the assets and resources of Riverside Park to area residents and visitors

Goal 3: Create an interconnected system of parks, greenspace, and trails that are accessible to all

- ❖ Create a city-wide Park System Master Plan to develop project priorities
- ❖ Consider the creation of a City Parks Department to oversee park operations and maintenance
- ❖ Identify unused land that can be transformed into green space or trails for use by the public
- ❖ Update the zoning and development codes to encourage the creation of bicycle and pedestrian trail corridors

Natural Resource Goals and Objectives

The Laurel planning jurisdiction contains a variety of terrain types and environments. The natural environment should be preserved and enhanced to balance environmental sustainability with economic growth, recreational opportunities, and development. Natural resources and the natural environment can be managed with growth activities to provide social, economic, and community benefits to people over time while continuing their natural functions. The natural resource goals and objectives have been developed with this balance of activities in mind.

Goal 1: Protect Laurel's natural resources and traditional environment

- ❖ Provide options for landowners for conserving portions of their land while developing others
- ❖ Achieve a balanced pattern of growth to ensure environmental concerns are considered during the development
- ❖ Manage the local water resources as a healthy, integrated system that provides long-term benefits from enhanced environmental quality

Goal 2: Incorporate sustainable development patterns in the Laurel subdivision and land use codes

- ❖ Review and update existing zoning and subdivision regulations to ensure environmental preservation and conservation are addressed
- ❖ Review and update landscaping ordinances as needed to best suit Laurel's natural environment
- ❖ Manage rivers, floodplains, wetlands, and other water resources for multiple uses, including flood and erosion protection, wildlife habitat, recreational use, open space, and water supply

Goal 3: Connect with local, regional, and state agencies and stakeholders to improve the natural environment in and around Laurel

- ❖ Sponsor environmental cleanup and rehabilitation programs that include the City, school district, community organizations, and residents
- ❖ Participate in regional watershed studies to achieve adequate long-term flood protection
- ❖ Explore the possibility of creating a conservation corridor along the Yellowstone River

Intergovernmental Coordination Goals and Objectives

Intergovernmental coordination and collaboration are essential to ensure that the City of Laurel can sustainably develop, seize growth opportunities, and improve residents, visitors, and businesses' quality of life. Consistent intergovernmental coordination will allow Laurel to be a partner and participant rather than a bystander in regional growth.

It will be necessary for the City to regularly communicate with local, county, and state partners to seize grant and development opportunities, provide the Laurel perspective, and connect local groups to those in the broader region. It is envisioned that the City will help direct residents, businesses, developers, and groups to helpful county, state, federal and institutional resources and supports.

Goal 1: Establish lines of communication with local, county, and state partners

- ❖ Create an accurate directory of government representatives and staff
- ❖ Update governmental stakeholders regarding ongoing projects and work in the Laurel area
- ❖ Develop working relationships with legislators, staff, and stakeholders at different levels of government

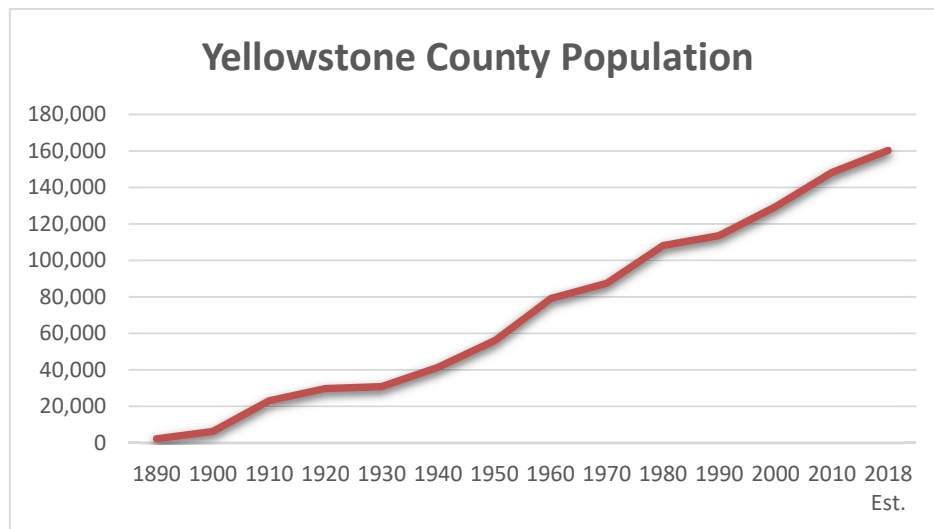
Goal 2: Coordinate with local and regional institutions to support and grow the Laurel community

- ❖ Work with economic development groups to seize opportunities for business growth
- ❖ Connect area businesses with institutions and governmental groups that can support their mission
- ❖ Communicate with area legislators to provide information on growth patterns and development in the Laurel area.
- ❖ Maintain open communications with state agencies and the Board of County Commissioners to confirm compliance with statewide codes and operational needs.

CHAPTER 4: COMMUNITY PROFILE

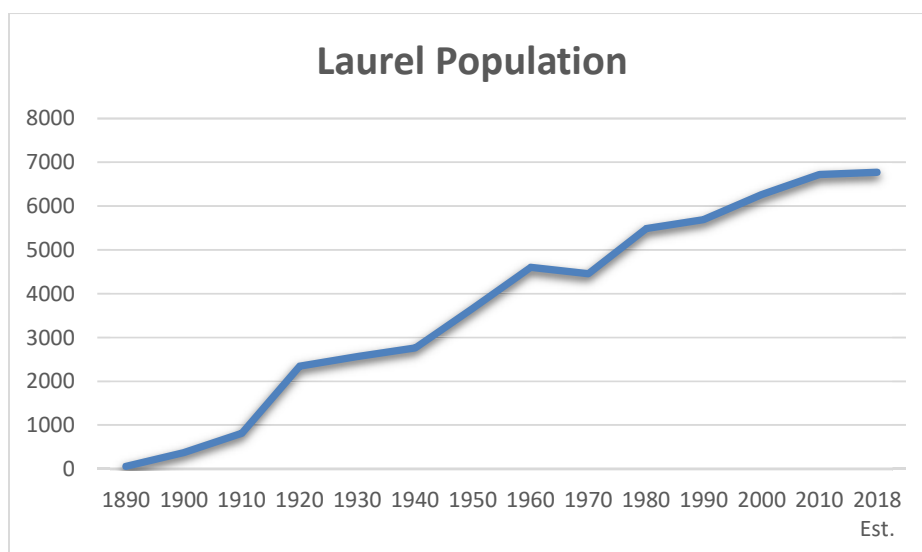
Population Trends

The City of Laurel was incorporated in 1908. The population of Laurel grew steadily after the early boom years of railroad and oil development. The nearby City of Billings has also contributed to the overall growth and development in Yellowstone County in the past few decades, with Laurel playing a somewhat lesser role. City staff anticipates a continuation of steady growth despite certain developments that may impact this, such as establishing the West Laurel Interchange for interstate I-90.



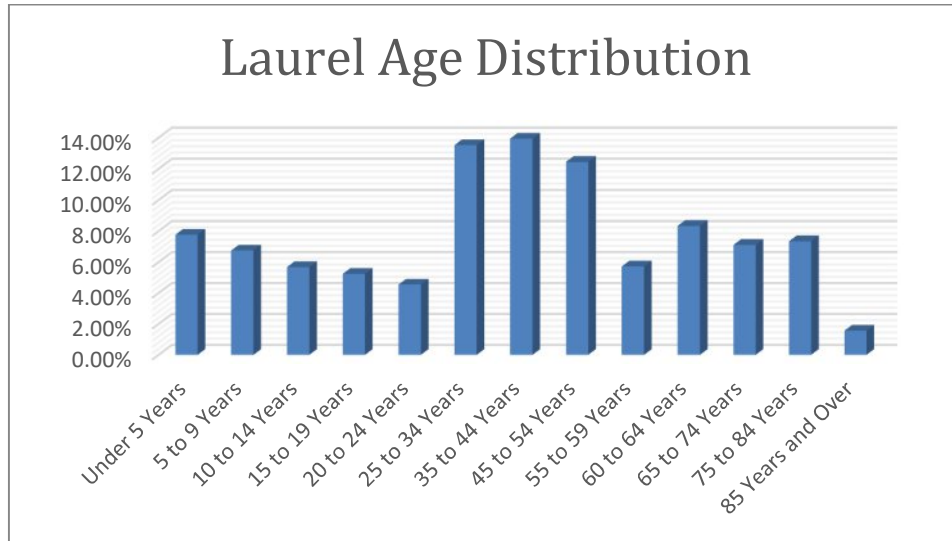
U.S. Decennial Census, 2013-2017 American Community Survey 5-Year Estimates

Laurel has grown slowly over the past forty years. It is anticipated that Laurel will reach a population of 7,000 after the 2020 U.S. Census is completed. **Laurel's current population is 7,203.**



U.S. Decennial Census, 2013-2017 American Community Survey 5-Year Estimates

Residents of Laurel tend to be older. The chart below shows that most residents are above 25, with almost 40 percent of the population between the ages of twenty-five and fifty-nine.



2013-2017 American Community Survey 5-Year Estimates

Ethnic Characteristics

The charts below provide a summary of the ethnic makeup of the City of Laurel. The current Census estimates indicate that Laurel is not a very diverse community. The lowest estimate for white/Caucasian residents is 95.11 percent, which is displayed in the “Hispanic or Latino and Race” Chart below.

Race	Estimate	Percent
Total Population	6,885	100.00%
White	6,775	98.40%
Black or African American	11	0.16%
American Indian and Alaska Naïve	192	2.79%
Asian	0	0.00%
Native Hawaiian and Other Pacific Islander	0	0.00%
Some Other Race	16	0.23%

2013-2017 American Community Survey 5-Year Estimates

Hispanic or Latino and Race	Estimate	Percent
Total Population	6,885	100.00%
Hispanic or Latino (of any race)	178	2.59%
Mexican	101	1.47%
Other Hispanic or Latino	77	1.12%
Not Hispanic or Latino	6,707	97.41%

2013-2017 American Community Survey 5-Year Estimates

Households and Families

There are an estimated 2,882 households and 1,907 families in the City of Laurel. Households in Laurel have a median household income of \$50,778, while Laurel families have an estimated median income of \$68,575. An estimated 9 percent of Laurel residents are below the poverty level compared with 5.5 percent of families. It is forecasted that Laurel’s overall population will increase by 1.3 percent between 2019 and 2024, with an increase in total households of 1.1 percent and families of 8.6 percent.

Education

Laurel is a well-educated community. 94.07 percent of the population over the age of 25 has attained a high school diploma, with 51.21 percent having at least completed some college or an associate degree program. Laurel spends less per student than the United States average but maintains a more positive student per librarian and student per counselor ratio.

Education	Laurel, MT	United States
Expenditures Per Student	8,629.00	12,383.00
Educational Expenditures Per Student	7,897.00	10,574.00
Instructional Expenditures per Student	5,080.00	6,428.00
Pupil/Student Ratio	15.87*	16.80
Students per Librarian	464.70	538.10
Students per Counselor	348.50	403.20

Education in Laurel, Montana. Bestplaces.net. Accessed 2/3/2020.

*Figure 25: Student to Teacher Ratios (2013), Towncharts.com

Work Commute

Seventy-nine percent of Laurel residents commute to work alone in a car, truck, or van. This percentage is slightly higher than the national average of 76.4 percent. Laurel does have a higher than average carpool rate, with 13.66 percent versus the national average of 9.2 percent, according to the American Community Survey. Laurel residents travel an average of 21.5 minutes to work, which can be partially attributed to the fact that several Laurel residents travel to the nearby city of Billings for employment purposes. (Billings is approximately 17 miles away).

Commuting to Work	Estimate	Percent
Workers 16 Years and Over	3,528	100.00%
Car, Truck, or Van - Drove Alone	2,787	79.00%
Car, Truck, or Van - Carpooled	482	13.66%
Public Transportation (excluding Taxicab)	22	0.62%
Walked	82	2.32%
Other Means	15	0.43%
Worked at home	140	3.97%
Mean travel time to work (minutes)	21.50	
2013-2017 American Community Survey 5-Year Estimates		

CHAPTER 5: EMPLOYMENT AND POPULATION FORECASTS

A diverse mix of businesses helps a city thrive and allows residents to live, work, and play in their communities. A diverse array of businesses also keeps a community more resilient in the case of economic downturns. The Laurel community has ~~been blessed with~~ two long-term stable employers; the Montana Rail Link -BSNF railyard and the CHS Refinery. These two institutions are well established and are not anticipated to disappear. The City of Laurel hopes to diversify the local economy further and attract various businesses and related employment. The growth policy focuses on revitalizing Laurel’s downtown businesses, assessing how zoning can be updated to meet the needs of businesses and employees better, and connecting Laurel neighborhoods with the existing business communities to help increase traffic to existing establishments.

Employment Forecasts

66.92 percent of the estimated 5,362 residents of Laurel aged 16 years and over are in the labor force. Only 2.69 percent are unemployed, and 30.40 percent are not in the labor force, according to the 2017 U.S. Census estimates. The unemployment rate has remained steady, with the current rate at approximately 2.5 percent. Laurel also has a balanced split of occupations, with no general sector having more than 16 percent of the total labor pool. This type of mix of industries and employment is suitable for a community as it helps to insulate it from major economic shifts.

Industry	Estimate	Percent
Total Civilian Employed Population 16 years and over	3,588	100.00%
Agriculture, Forestry, Fishing and Hunting, and Mining	153	4.26%
Construction	262	7.30%
Manufacturing	315	8.78%
Wholesale Trade	157	4.38%
Retail Trade	603	16.81%
Transportation and Warehousing, and Utilities	206	5.74%
Information	66	1.84%
Finance and Insurance, and Real estate and rental and leasing	208	5.80%
Professional, Scientific, and Management, and Administrative and waste management services	299	8.33%
Education Services, and Healthcare and Social Assistance	533	14.86%
Arts, Entertainment, and Recreation, and Accommodation and Food Services	493	13.74%
Other Services, except public administration	233	6.49%
Public Administration	60	1.67%
2013-2017 American Community Survey 5-Year Estimates		

Housing

Housing is a critical asset to a community. Maintaining a mix of affordable housing is essential to attracting a diverse array of people to the community. Housing provides shelter and provides character to a community by way of how it is designed, situated, and utilized. The charts below provide an overview of housing in Laurel. Laurel has a low housing vacancy rate and many owner-occupied units.

Housing Occupancy	Estimate	Percent
Total housing units	2,992	100%
Occupied housing units	2,882	96.30%
Vacant housing units	110	3.70%
2013-2017 American Community Survey 5-Year Estimates		

Sixty-seven percent of all houses in Laurel are owner-occupied. This information means that people have invested their time, money, and effort into the Laurel community because they live here full-time.

Housing Tenure	Estimate	Percent
Occupied Housing Units	2,882	100.00%
Owner-Occupied	1,931	67.00%
Renter-Occupied	951	33.00%
2013-2017 American Community Survey 5-Year Estimates		

Affordable rents enable a wide array of people to live in the community. Seventy percent of renters in Laurel pay 35 percent or less of their income toward their monthly rent. This percentage is positive because it allows more money to be utilized for other consumer purposes, such as restaurants, shopping, and other services.

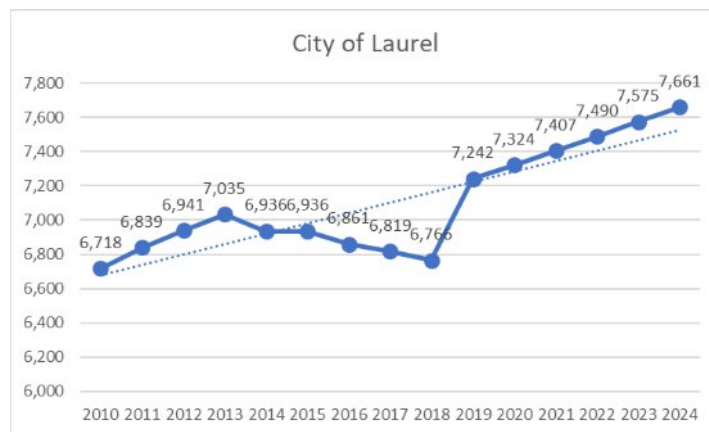
Gross Rent as a Percentage of Household Income	Estimate	Percent
Occupied units paying rent	898	100.00%
Less than 15.0 percent	115	12.81%
15.0 to 19.9 percent	183	20.38%
20.0 to 24.9 percent	52	5.79%
25.0 to 29.9 percent	161	17.93%
30.0 to 34.9 percent	121	13.47%
35.0 percent or more	266	29.62%
2013-2017 American Community Survey 5-Year Estimates		

Seventy-eight percent of houses in Laurel are worth between \$100,000 and \$300,000. The median household value is \$169,900. This data is very positive as affordable houses and rents allow a more diverse array of people to become homeowners and put long-term roots into the community.

Housing Value	Estimate	Percent
Owner-Occupied Units	1,931	100.00%
Less than \$50,000	203	10.51%
\$50,000 to \$99,999	155	8.03%
\$100,000 to 149,999	377	19.52%
\$150,000 to \$199,999	592	30.66%
\$200,000 to \$299,999	554	28.69%
\$300,000 to \$499,999	50	2.59%
\$500,000 to \$999,999	0	0.00%
\$1,000,000 or More	0	0.00%
Median (In Dollars)	\$ 165,900	
2013-2017 American Community Survey 5-Year Estimates		

Population Forecasts

Laurel saw a dip in population between 2013 and 2018 (from 7,035 to 6,766). This trend was reversed in 2019, with an increase in population to 7,242 residents. It is anticipated that Laurel will grow at a steady rate over at least the next five years. This assumption considers the community’s proximity to the City of Billings and the ability to attract businesses, residents, and commuters that support the Billings and Yellowstone County economy.



Growth Rate	2010-2019	2019-2024
Population	0.880%	1.30%
Households	0.840%	1.10%
Families	0.580%	8.60%
Median Household Income	X	1.68%
Per Capita Income	X	2.44%

CHAPTER 6: Land Use

Overview

Laurel is in South Central Montana, 16 miles west of Billings, the largest City in Montana. Laurel is located along major transportation routes, including Interstate I-90, Route 212, and Old Route 10. Laurel is located 223 miles east of Helena, the state capital, seventy miles from the northeast entrance of Yellowstone National Park, 80 miles from the Little Big Horn Battlefield National Monument, and 137 miles from Bozeman.

Laurel is located on the western boundary of Yellowstone County. This area has seen significant development with the City of Billings' continued growth, but the surrounding region remains sparsely populated and remains mostly prairie, rangeland, and farmland.

Trends

The City of Laurel has developed slowly in the past few decades. The development has focused itself north and west of the City. There are also many vacant and underused parcels within the City itself. The area adjacent to Interstate I-90 is mostly commercial and industrial. This similar land use is seen along Old Route 10 to the west of the City.

Existing Land Uses

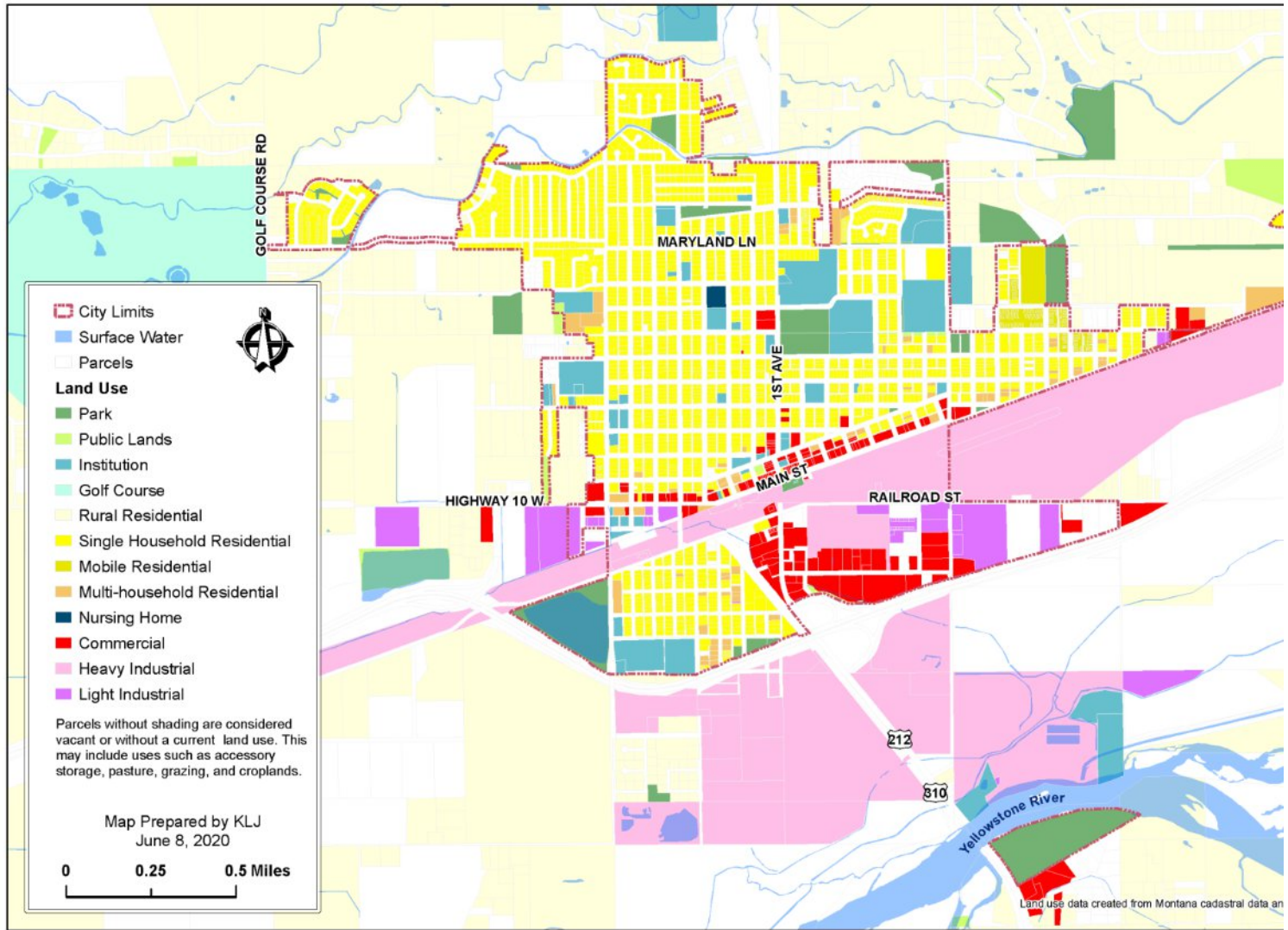
The City of Laurel has a variety of established zoning districts. These districts cover a wide range of uses and purposes. The districts and their official definitions can be found below.

- ~~❖—Agricultural open space (AO) zone—The agricultural open space zone is intended to preserve land for agricultural and related use. Land within this zone is usually un-subdivided and contains a minimum of roads, streets, and other utilities. It may be cultivated acreage or land less suitable for cultivation, yet suitable for various agricultural enterprises using the broadest scope of the agricultural definition. Land within this zone may be located adjacent to highways and arterial streets. The AO zone is further intended to discourage the scattered intrusion of uses not compatible with an agricultural rural environment.~~
- ~~❖—Suburban residential (SR) zone—This zone is limited to single family residential tracts on a minimum of five acres of land and on which agricultural uses may be conducted with the exception that animal units shall not exceed ten per five acres.~~
- ~~❖—Residential tracts (RT) zone—This zone is designed for single family residential homes on a minimum of one acre of land. Livestock is limited to two livestock units per acre with additional units allowed per additional half acre increments in conformance with Section 17.08.651 of this code. No livestock is allowed in the city limits, and all livestock must be removed if/when annexation occurs.~~
- ~~❖—Residential estates 22,000 (RE 22,000) zone—This zone is intended to provide of low density, single-family, residential development in areas near or adjacent to the City that are served by either central water or sewer systems.~~

- ❖ Residential-7500 (R-7500) zone – This zone is intended to provide an area for medium, urban-density, single-family, residential environment on lots that are served by a public sewer and sewer system.
- ❖ Residential-6000 (R-6000) zone – This zone is intended to promote an area for a high, urban-density, duplex residential environment on lots that are usually served by a public water and sewer system.
- ❖ Residential light multifamily (RLMF) zone – This zone is intended to provide a suitable residential environment for medium density (up to a fourplex) residential dwellings. The area is usually served by a public water and sewer system.
- ❖ Residential multifamily (RMF) zone - The RMF zone is intended to provide a suitable residential environment for medium to high density residential dwellings; and to establish, where possible, a buffer between residential and commercial zones.
- ❖ Residential manufactured home (RMH) zone - The RMH zone is intended to provide a suitable residential environment for individual manufactured homes, manufactured home parks, and competitive accessory uses.
- ❖ Planned unit development (PUD) zone – This zone is intended to provide a district in which the use of the land is for the development of residential and commercial purposes, as an integrated unit.
- ❖ Residential professional (RP) zone - This zone is intended to permit professional and semiprofessional uses compatible with surrounding residential development.
- ❖ Neighborhood commercial (NC) zone - The NC zone is intended to accommodate shopping facilities consisting of convenience retail and personal service establishments which secure their principal trade by supplying the daily needs of the population residing within a one-half mile radius of such neighborhood facilities. The location and quantity of land within the NC zone should be a business island not more than four acres in size and that no business frontage should extend more than six hundred feet along any street.
- ❖ Central business district (CBD) classification - The CBD classification is intended to primarily accommodate stores, hotels, governmental and cultural centers and service establishments at the central focal point of the City's transportation system.
- ❖ Community commercial (CC) classification - The CC classification is primarily to accommodate community retail, service and office facilities offering a greater variety than would normally be found in a neighborhood or convenience retail development. Facilities within the classification will generally serve an area within a one and one-half mile radius and is commensurate with the purchasing power and needs of the present and potential population within the trade area. It is intended that these business facilities be provided in business corridors or islands rather than a strip development along arterials.

- ❖ Highway commercial (HC) district - The purpose of this district is to provide areas for commercial and service enterprises which are intended primarily to serve the needs of the tourist, traveler, recreationist, or the general traveling public. Areas designated as highway commercial should be located in the vicinity of, and accessible from freeway interchanges, intersections in limited access highways, or adjacent to primary or secondary highways. The manner in which the services and commercial activities are offered should be carefully planned in order to minimize the hazard to the safety of the surrounding community and those who use such services; and to prevent long strips of commercially zoned property.
- ❖ Light industrial (LI) classification - A LI classification is intended to accommodate a variety of business warehouse and light industrial uses related to wholesale plus other business and light industries not compatible with other commercial zones, but which need not be restricted in industrial or general commercial zones, and to provide locations directly accessible to arterial and other transportation systems where they can conveniently serve the business and industrial center of the City and surrounding area.
- ❖ Heavy industrial (HI) district – This district accommodates manufacturing, processing, fabrication, and assembly of materials and products. Areas designated as heavy industry should have access to two or more major transportation routes, and such sites should have adjacent space for parking and loading facilities.
- ~~❖ Airport (AP) zone – The AP zone is designated to preserve existing and establish new compatible land uses around the Laurel airport.~~
- ❖ Floodplain (FP) zone - This zone is designed to restrict the types of uses allowed within the areas designated as the floodplain and floodways as officially adopted by the Montana Board of Natural Resources and Conservation, Helena, Montana.
- ❖ Public (P) zone – This zone is intended to reserve land exclusively for public and semipublic uses in order to preserve and provide adequate land for a variety of community facilities which serve the public health, safety and general welfare.
- ❖ Zoning District Number 18- County Zoning – The regulations and development pattern adopted in the zone are for the purpose of protecting and furthering the health, safety, and general welfare of the people living in the district and in Yellowstone County, Montana. This zoning district comprises of an agriculture zone, a suburban zone, a residential zone, a recreational zone, and a commercial zone. Zoning District Number 18 was adopted in July of 1997.

The planning board is currently reviewing the zoning designations inside Laurel city limits and may be tasked with county zoning recommendations and after future discussions with the County Commissioners. A new interlocal agreement between the City of Laurel and the Yellowstone County may be necessary to facilitate zoning regulations for the City of Laurel and an area to be determined around the City of Laurel.



EXISTING LAND USE

Laurel Area Existing Land Use Zoning, 2020-Updated maps are attached to this document for the 2023 update.

Residential and Rural Residential

Laurel's many residential districts provide a variety of housing densities, volumes, and types. Laurel has a joint city-county planning board and has regulations that accommodate these two different modes of living. The older areas of the City, such as the south side and neighborhoods adjacent to downtown, have higher density zoning as is appropriate for those originally platted parcels and smaller-scale residential buildings. Newer developments and additions to the City generally have lower density zoning than the original Laurel townsite and are more suburban. It is important to provide a mix of residential styles and types to provide residents and prospective residents a housing choice.

Commercial

Laurel is a full-service community with supermarkets, gas stations, bars, and restaurants accessible to the public. There are a variety of different commercial areas as well. The traditional central business district remains heavily commercial, with some buildings containing apartments on the upper floors. The area adjacent to I-90 accessible from 1st Avenue S. by E. Railroad St. and SE 4th St. contains commercial and industrial properties that serve residents and highway travelers. The parcels along Old Rt. 10 contain a mix of zoning, including highway-focused commercial properties. Many properties located along E. Main Street are zoned Community Commercial and contain a variety of establishments.

Public

The City of Laurel maintains a full array of public facilities to serve the residents, businesses, and institutions within the city limits. The City maintains a fully staffed city hall, public library, public works shops, a water treatment plant, and a sewer treatment plant. The Laurel School District maintains the Laurel High School and Middle School along with Graff Elementary School, South Elementary School, and West Elementary School.

Parks

Laurel is home to many parks of all shapes and sizes. The most important of these parks are Thompson Park and Riverside Park. Thompson Park is in the City center and has many athletic fields, a public pool, and public facilities. Riverside Park is a historic park that has been used by residents and travelers to the area since before the City of Laurel officially existed. Throughout Laurel's history, this park has been used by private, civic, and government groups. Many other smaller parks are established as land has been annexed into the City and further developed.

Industrial

There is a large amount of industrial property in and around the City of Laurel. The City of Laurel was initially built around the commercial rail yard currently operated by Montana Rail Link, the most massive switching yard between Minneapolis and Seattle. The second major industrial property is the large refinery complex owned and operated by CHS Inc. The other crucial industrial property in and around the City is the Fox Lumber operation, located along East Railroad Street.

Urban Renewal

The City of Laurel established a Tax Increment Finance District (TIF) in 2007 that encompasses the traditional downtown area and the SE 4th Street commercial area. This District has provided financing for infrastructure projects and grant funding to local property owners and residents for façade, structural, signage improvements, and technical assistance within the district. The grant program is managed by the volunteer board that makes up the laurel Urban Renewal Agency.

CHAPTER 7: FUTURE LAND USE

Overview

Laurel has struggled to grow over the past two decades due to a lack of long-term planning capacity, lack of funding, and a lack of focus on larger goals. Laurel's somewhat stagnant growth happened during a time of consistent growth for the neighboring City of Billings and other areas throughout Yellowstone County. Laurel must be forward-thinking if it wants to thrive as a separate entity outside of Billings. This change of thinking involves planning for commercial and industrial expansion, seizing growth opportunities, and adopting zoning and development standards that meet the city needs and attract developers and new residents.

Residents of Laurel pride themselves on the small-town character of the community. The City needs to properly plan for growth and have the appropriate regulations to grow and maintain the classic community character that residents enjoy. This balance includes establishing appropriate building design standards, zoning requirements, and signage standards to maintain community character.

Residential Districts

Residential areas within Laurel's **planning jurisdiction** come in many shapes and sizes. Some are more densely built and more urban looking, while others are the traditional, modern American suburb with single-family homes. Many American cities continue to maintain a more restrictive style code that limits specific residential uses, types, and sizes while others have begun moving toward a more inclusive model of allowing different styles, sizes, and housing types in residential areas.

Some different housing types compared to the traditional single-family home include accessory dwelling units (ADU's), townhomes, and rowhouses. Expanding housing options can be as simple as adjusting the number of allowable units and setbacks for lots. Development in residential neighborhoods can be increased through small changes. Studying the existing districts and updating setbacks and other restrictions can significantly impact helping our neighborhoods evolve and grow over time.

Vacant Land

The City currently has numerous unused or vacant parcels that could be brought into productive use. Adaptive reuse of vacant structures is a strategy many cities use to revitalize downtowns. Prioritizing infill development for the downtown area and the SE 4th Street District can help bring new businesses, jobs, and residents. The City can also utilize Tax Incremental Financing (TIF) funding to support vacant properties' acquisition and rehabilitation within the downtown and SE 4th Street commercial areas. Partnering with local institutions and organizations to better utilize unused land as gathering spaces or as a home for community projects and other efforts can help people see new land uses that may have been unused/vacant for many years.

Development Standards

The City of Laurel currently has multiple development standards that include the Public Works Standards, rules governing utilities, and subdivision development requirements. Adopting a consistent and understandable set of development standards for areas within the **City and its zoning jurisdiction planning jurisdiction** will ease the development process for residents, landowners, and developers.

Extraterritorial Zoning

The extraterritorial zoning of Laurel extends approximately one mile outside the municipal city limits. This current zoning district is classified as "Residential Tracts" and is focused on low-density residential. The City needs to ensure that this zoning designation and its requirements still adequately cover county residents' needs within the zoning jurisdiction. It is recommended that City staff ensure this extraterritorial zoning can easily allow county residents to join the City if they so choose.

Infrastructure Extension

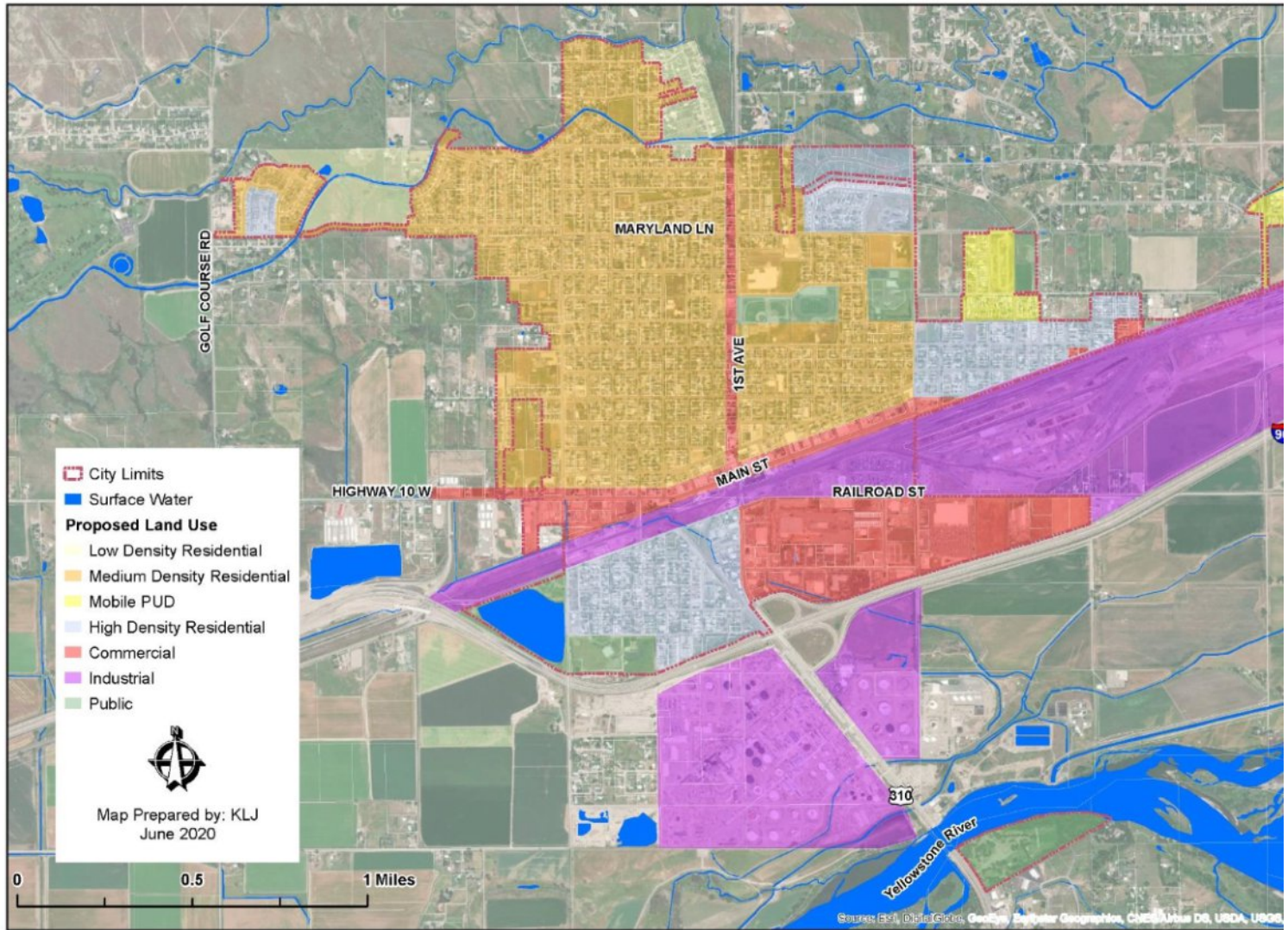
Planning for the expansion of city services and infrastructure is vital in bringing new growth to a community. The City did not address long-term infrastructure and growth for many years. Installing new infrastructure is expensive, but it is more costly to lose development opportunities that allow the community to grow and develop.



Identifying and installing critical infrastructure along major routes needs to be a priority for city staff. There are many opportunities to support these infrastructure efforts through public and private grants and loan programs. Many grant programs exist to extend infrastructure to support job creation and economic growth. Grants such as these can be used to expand infrastructure to the recently completed West Laurel Interchange.

New development and growth require adequate infrastructure to support it. Development of an Annexation Plan and a Capital Improvement Plan can

establish the priority areas for growth and establish project costs for identified infrastructure needs. Laurel has not previously prepared either of these types of plans. It would be wise for city staff, partners, and stakeholders to study the possibilities for significant commercial and industrial development in the area and plan infrastructure to accommodate these new land uses.



PROPOSED LAND USE MAP

~~Laurel Future Land Use, 2020~~ Updated maps are attached to this document for the 2023 update and shall be inserted upon final :

Future Land Use Goals and Objectives

This plan's overall goal is to conserve open space while maximizing areas currently in and directly adjacent to the City. Parks and greenways will be essential amenities for residential developments and commercial corridors and should be considered in initial planning rather than as an afterthought. Zoning will be updated to provide a more diverse array of housing types and density. Priority areas and parcels for annexation and development will be determined, and infrastructure extension costs will be discussed. Codes will be updated to maintain community character while simultaneously enabling the development of new neighborhoods. Work in the central business district will focus on infill and mixed-use development to create the most effective use of Laurel's traditional downtown.

Goal 1: Conserve open space and traditional land uses

- ❖ Encourage cluster developments to incorporate open space into new developments
- ❖ Provide options for landowners for conserving portions of their land
- ❖ Study and Implement strategies to create an interconnected system of parks and greenways and open space that are accessible to area residents

Goal 2: Develop downtown Laurel into a vibrant place to live, work, and play

- ❖ Encourage mixed uses for living, working, and shopping local
- ❖ Identify priority parcels for infill development
- ❖ Implement Placemaking projects to create a more livable and enjoyable downtown
- ❖ Partner with local groups to support community businesses, events, and gatherings
- ❖ Connect with regional agencies to access project funding, receive technical support, and boost the visibility of Laurel development opportunities

Goal 3: Update Subdivision Code to meet the needs of Laurel and the surrounding area

- ❖ Provide clear and consistent standards
- ❖ Ensure the proper scale and scope of regulations
- ❖ Include trails, open space, and greenway considerations in parkland subdivision review
- ❖ Regularly review and update the Subdivision Code as needed to remain current

Goal 4: Update the Zoning Codes to provide for greater flexibility of allowable uses, clearer requirements, and more efficient land use of the planning jurisdiction

- ❖ Study the inclusion of different types of housing within residential districts
- ❖ Update Overlay Districts, Parking Requirements, and the Sign Code to better fit the City's needs and character
- ❖ Allow mixed-use live/work opportunities in commercial areas
- ❖ Enable property owners to use their land more effectively and efficiently
- ❖ Work with Yellowstone County Commissioner's to enact previous believed zoning regulations for the area around the City of Laurel

Goal 5: Use long term planning documents to identify funding and address priority needs for infrastructure and development

- ❖ Establish an Annexation Plan to develop priority growth areas and strategies
- ❖ Develop a Capital Improvement Plan for vital infrastructure to support the City as it grows

- ❖ Prepare a Commercial and Industrial Development Study for land adjacent to major transportation routes in the Laurel area

CHAPTER 7.5: ANNEXATION

Overview

The annexation of properties outside the current city limits must have Laurel remain a viable, independent community. Annexing territory into a municipality helps a city grow geographically, economically, and socially. Laurel's actual City has grown slowly over the past few decades, with very few new subdivisions and parcels annexing into the City despite many developments in the surrounding area. The City of Laurel and its residents seek to maintain their longstanding identity and character while supporting steady growth. Due to the City's proximity to the fast-growing City of Billings, annexation is now necessary to ensure Laurel's long-term viability, character, and independence.

Annexation planning is a long-term process in both scope and scale. Targets and goals are usually set for a timeline of five and ten years, with performance measures in place to track progress. Implementing successful annexation and growth activities involves thoughtful updates to local development and annexation codes, addressing infrastructure gaps, and outreach to nearby county property owners and developers to showcase the City's benefits.

Purpose

Annexation is presented in Title 7, Chapter 2. in the Montana Code Annotated that establishes the Creation, Alteration, and Abandonment of Local Governments. Parts of this chapter sets the conditions and rules for annexation and addition of territory into a municipality, establishes the ways areas can be annexed and provides specific limitations to these processes for both municipalities and property owners.

Annexation is a process that brings new territory into a municipality and extends public services to that territory. Annexation is a necessary process to continue the growth and development of communities in Montana. Adding new territory to a community adds new business opportunities, industry, recreation, and residential developments. Annexation also provides an opportunity for new resources and amenities to be added.

Importance

Laurel is currently at a crossroads in development. The City has not grown or expanded significantly in the past few decades, while the nearby city of Billings has been steadily expanding westward toward Laurel. Billings has established and implemented a long-term annexation and expansion plan while Laurel has had piecemeal annexations and additions to the City. Laurel could find itself hobbled financially if it does not address annexing new territory that can create growth opportunities as Billings steadily expands into western Yellowstone County.

Proper annexation planning and implementation can lead to increased economic activity, new residential development, and increased revenues for the local government to provide services. Growth and expansion need to be an official part of Laurel's conversation to remain a viable, livable, and autonomous community in the future. It will be necessary to update the current annexation policy to ensure it provides reasonable restrictions, clear guidelines, and options and incentives to developers and property owners who want to annex the City.

Priority Areas

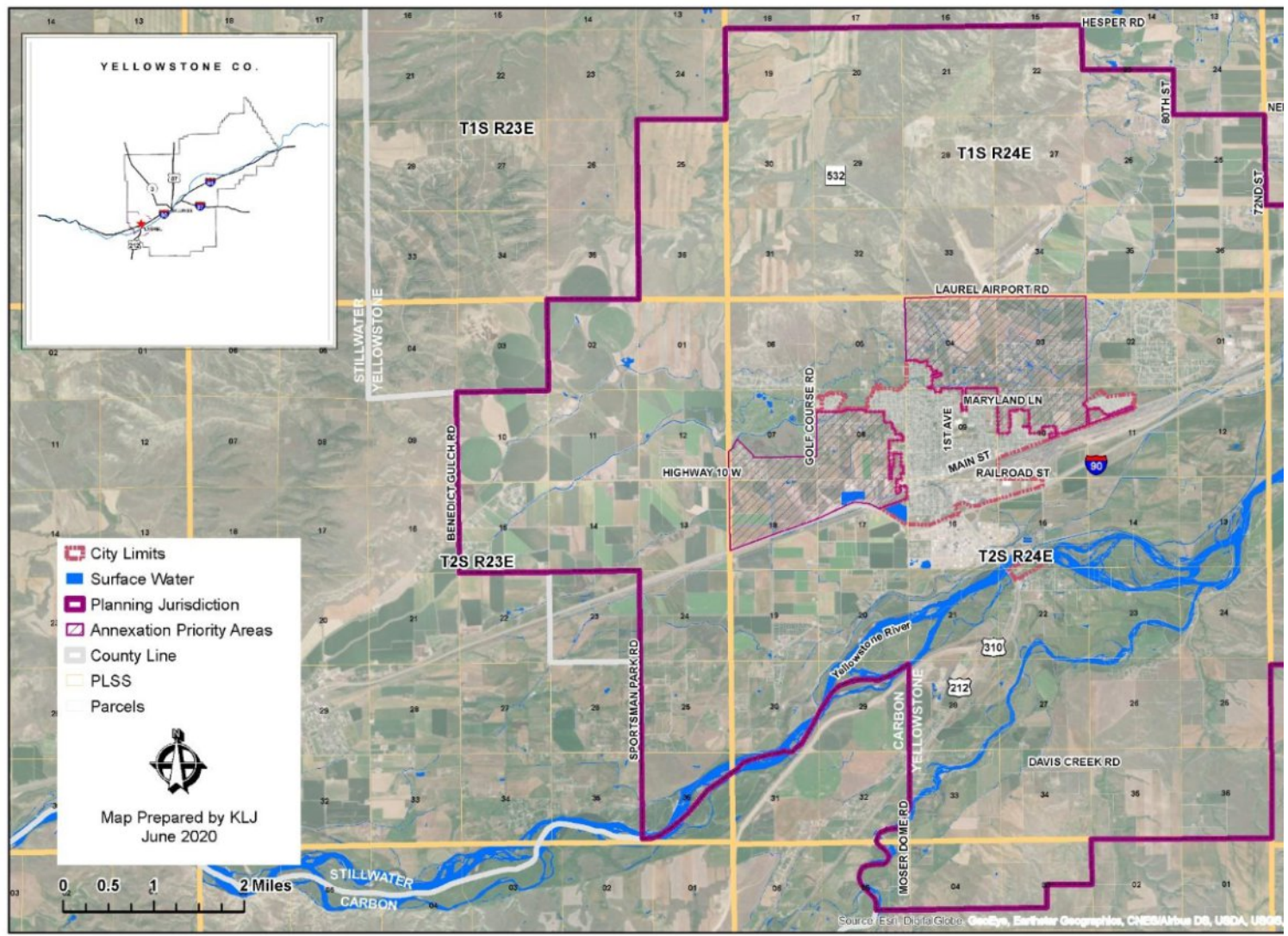
Establishing priority areas is essential for setting a plan for growth, starting discussions with property owners and developers, and preparing projects. A map of the Laurel Planning Jurisdiction and priority growth areas are presented on the next page.

Areas to the west of Laurel are a high priority for development due to their proximity to the City and established transportation corridors. The annexation of territory to the west presents the most viable options for growth. Roadways already serve this area, and there are adjacent services nearby. A high priority should be placed on parcels between 8th Avenue and Golf Course Road, parcels neighboring the intersection of Old Rt. 10, and the West Laurel Interchange.

There are many areas directly adjacent to the east of the City that would be prime candidates for annexation in addition to the previously mentioned westward expansion. The parcels between Alder Avenue and Yard Office Road, especially those along East 8th Street, should be considered and the lands adjacent to the Village Subdivision. These areas are already closely linked to the City with roads and services, and their inclusion would fill gaps in the Laurel City Map.

A few specific areas should be looked at for annexation north of the City as well. These include lands off West 12th Street that straddle the big ditch, areas between Montana Avenue and Great Northern Road, and the land neighboring 1st Ave North to Lois Place.

Growing the City of Laurel to the south is not a viable option because the CHS refinery makes up the bulk of the land between Interstate-90 and the Yellowstone River. The costs associated with the extension and construction of city services to those parcels adjacent to and south of the Yellowstone River would be prohibitive due to the distances needed to extend infrastructure and the fact that floodplain makes up much of the land adjacent to the Yellowstone River.



PLANNING JURISDICTION

~~Laurel Planning Jurisdiction and Priority Growth Areas, 2020~~ Updated maps are attached to this document for the 2023 update and approval.

Annexation Policies

~~Laurel has not annexed many territories in recent years. This lack of annexation can be attributed to the 2008 annexation policy, which many prospective developers consider draconian. Many property owners and developers have remarked that the policy's strict requirements and its lack of alternatives and options for infrastructure financing and build-out place too high a price on annexation to make it feasible. Discussions should take place as to if this approved policy still serves the City's needs and what policies and requirements would enable growth activities and annexation more fully. A future annexation policy should also establish priority areas and specific goals over the next five to ten years. The City of Laurel may want to update its annexation policy as it was last adopted in 2008 and changes may be necessary to provide the best opportunities for land inclusion into the City of Laurel.~~

Infrastructure Extension

Connection to improved utilities and services is the main driver behind annexing into a municipality. Laurel has not developed a long-term plan around extending services that can enable property owners to annex into the City more quickly. Developing a CIP will help Laurel prioritize growth areas and build out public services to position Laurel for growth and attract new properties and development to the City.

Annexation Goals

The following two goals were prepared to help the City of Laurel grow through annexation.

Goal 1: Adopt a long-range view for the growth of the City

- ❖ Establish a growth-conscious set of policies to expand the City and its services
- ❖ Create priority growth areas for extension of services
- ❖ Develop and approve an Annexation Plan for the Laurel Planning Jurisdiction
- ❖ Support the creation of a long-term Capital Improvement Plan for the extension of essential infrastructure

Goal 2: Manage fiscal responsibility with established and proposed annexation standards

- ❖ Ensure that the established standards are right and proper for the City of Laurel
- ❖ Ease the burden for developers to annex into the City while meeting established standards
- ❖ Allow greater flexibility in development patterns
- ❖ Determine the cost and benefits of annexation

CHAPTER 8: HOUSING

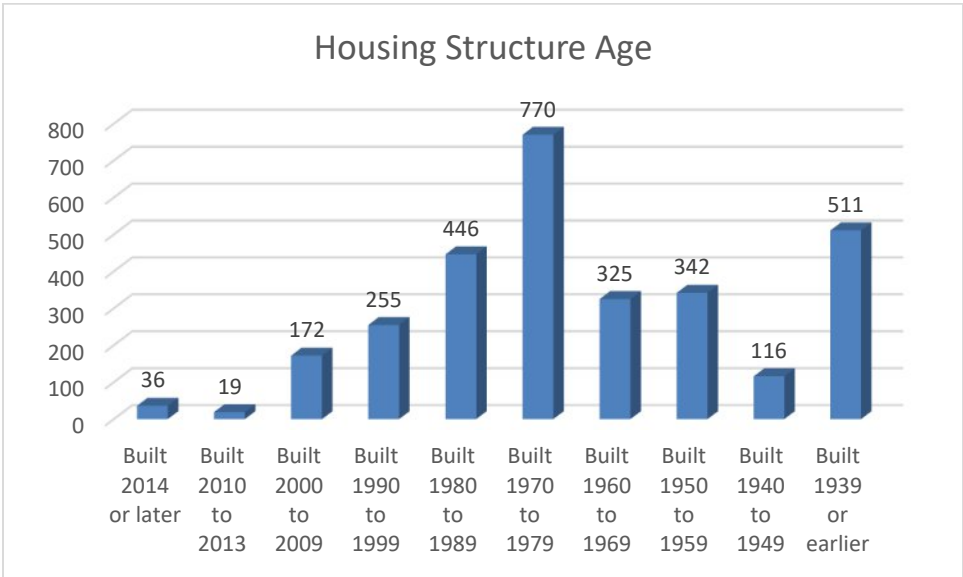
Overview

Housing is an essential element of any community. This chapter summarizes housing in Laurel and discusses some housing support programs to help renters and current and prospective homeowners. Having adequate, accessible, and affordable housing is an essential piece of what attracts people to a community. The City of Laurel has a variety of housing options and housing types that provide options for residents. It is crucial to maintain a wide array of housing that meets the market's different demands, including rental properties, multifamily units, single-family homes, and retirement homes.

Laurel's location has made it an attractive bedroom community to Billings. This strategic location opens opportunities for traditional neighborhood residential housing and embraces the growing trends of building closer-knit, dense, connected neighborhoods for more urban and in-town development. It will be necessary for the city to think about housing and real estate trends as it grows. This will ensure that the current population's housing needs are met while creating housing that will interest prospective residents and homeowners.

Households and Housing Units

Approximately 68 percent of Laurel's housing stock dates to before 1979. Aging housing stock can pose issues for maintenance, safety, and accessibility. These issues can lead to the need for code enforcement to step in to ensure the local ordinances are followed and that the situation has not become hazardous or dangerous. Ensuring that new housing is built will provide new homeownership opportunities and help raise the standard of housing available for residents.



2013-2017 American Community Survey 5-Year Estimates

Sixty-five percent of Laurel's housing stock is made up of detached single-family homes. Mobile homes make up the next most significant share of housing at 15 percent of units.

This proportion of detached single-family homes has been the norm for Laurel and many other cities and towns throughout the United States.

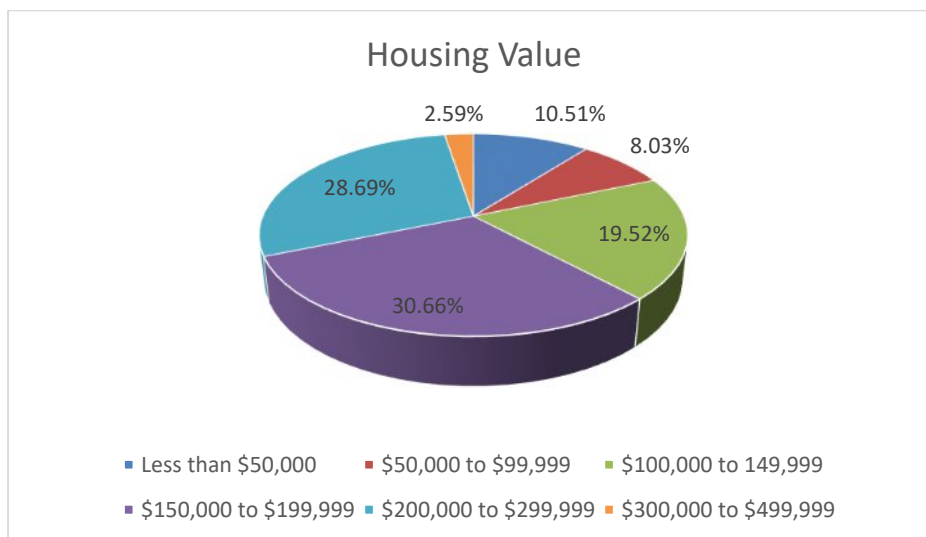
It is important to think about current and emerging housing trends to embrace growth opportunities, whether in a traditional residential neighborhood or more urban or downtown environments.

Units in Structure	Estimate	Percent
Total housing units	2,992	2,992
1-unit, detached	1,952	65.20%
1-unit, attached	87	2.90%
2 units	92	3.10%
3 or 4 units	103	3.40%
5 to 9 units	119	4.00%
10 to 19 units	48	1.60%
20 or more units	130	4.30%
Mobile home	461	15.40%
Boat, RV, van, etc.	0	0.00%
2013-2017 American Community Survey 5-Year Estimates		

A move back towards traditional downtowns has also been seen across the United States. This trend presents various opportunities for diversifying the type and size of housing options to include rowhouses, townhomes, live-work (mixed-use) buildings, and more.

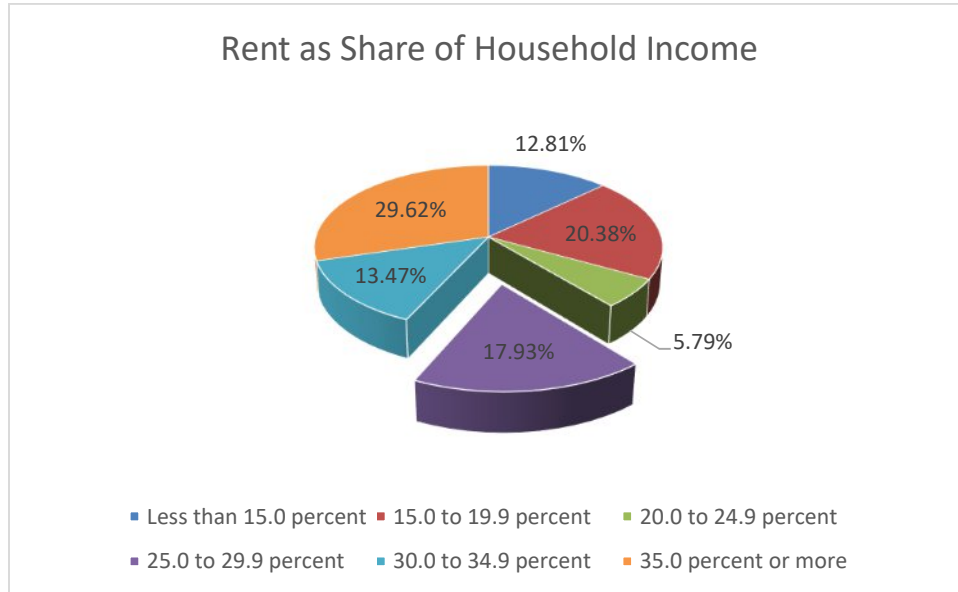
Housing Affordability

Many parts of the United States are facing issues with housing affordability. This affordability issue has included some communities in Montana, such as Bozeman and Whitefish. Housing in Laurel has generally remained affordable despite being located within twenty miles of the state's largest city. The charts below provide an overview of both current housing value and rental expenditures.



2013-2017 American Community Survey 5-Year Estimates

Rental affordability is an essential factor in retaining residents, especially those who may work in the service and retail industries. Overall, 57 percent of Laurel residents spend less than 30 percent of their income on rent. These statistics is a positive figure that allows a diverse array of residents to afford to live in Laurel.



2013-2017 American Community Survey 5-Year Estimates

Housing Programs and Incentives

Many housing support and incentive programs exist that are sponsored by non-profits, institutions, and state and federal agencies, including the following:

Montana Housing Support Programs

- ❖ Bond Advantage Down Payment Assistance program
- ❖ MBOH Plus 0% Deferred Down Payment Assistance Program
- ❖ Multi-Family Coal Trust Homes Program
- ❖ Housing Choice Voucher Program
- ❖ Veterans Affairs Supportive Housing (HUD-VASH)
- ❖ Project-Based Section 8
- ❖ Section 811 Supporting Housing for Persons with Disabilities

The Federal Government also has several First Time Homebuyer Loans and Programs, including the following:

- ❖ FHA Loan Program
- ❖ HUD - Good Neighbor Next Door Buyer Aid Program
- ❖ Homepath ReadyBuyer Program
- ❖ Energy Efficient Mortgage Program
- ❖ HOME Investment Partnerships Program

Community Land Trust

Community Land Trusts (CLTs) are non-profits that hold land permanently in trust for communities to make it available for housing, farming, ranching, commercial space, historic preservation, or open space. These organizations separate the land price from the improvements made to it, investing subsidy, and enforcing resale restrictions on properties to ensure permanent affordability. Trust Montana is a statewide organization that assists rural cities and towns with managing community land trusts to ensure they can maintain affordable and traditional land uses. CLTs serve an essential role in setting aside land as a community asset for generations to use and enjoy.

Inclusionary Zoning

Inclusionary zoning is a land-use policy that incentivizes dense housing development through tax relief, abatements, and bonuses. These zoning policies enable developers to maintain regular profits while capturing a share of excess profits for public benefit. Inclusionary zoning utilizes feasibility studies to analyze the impact of density and infill development on specific areas. Communities must carefully weigh each incentive's costs and benefits and evaluate them relative to the affordable housing requirements or goals. Incentives include:

- ❖ Density Bonuses
- ❖ Expedited Processing
- ❖ Fee waivers
- ❖ Parking reductions
- ❖ Tax abatements

Housing Goals and Objectives

Goal 1: Encourage a mixture of housing types to meet the demand of all market sectors

- ❖ Maintain a diverse array of housing and affordability levels
- ❖ Promote higher density housing types in the downtown area and adjacent to major transportation corridors
- ❖ Study mixed-use housing and other alternative housing types and styles
- ❖ Provide options for a full spectrum of housing from rentals to retirement housing

Goal 2: Provide information on housing-related grants, loans, and ownership programs

- ❖ Develop a list of resources for renters and homeowners
- ❖ Collect information on federal, state, local, and philanthropic rental and homeownership programs
- ❖ Advise Laurel area residents as to available support for housing, rent, and homeownership

CHAPTER 9: INFRASTRUCTURE

Overview

The City of Laurel Department of Public Works operates the municipal water treatment and distribution system, the wastewater collection and treatment system. It conducts maintenance and improvement work on roads, streets, sidewalks, and parks. The City of Laurel has recently completed several major infrastructure upgrades. These include an upgrade to the Wastewater Treatment Plant, an overhaul of the Water Treatment Plant, installation of a new water Intake, and improvement of the sedimentation basins at the Wastewater Treatment Plant.

There are still primary infrastructure needs that need to be addressed. The City's water and sewer lines are aging, and in many places are still the original lines installed around the time of incorporation. A major priority is to study how to provide services to the West Laurel Interchange area, which has significant growth potential.

Opportunities also include expanding services to nearby county residents to the north, west, and east of the current city limits. There is a total of 2,858 water connections in the city system. Exploring funding for the extension and improvement of water and wastewater services to enable more annexation and development is worthwhile. Additionally, funding the expansion of the capacity of the City to handle stormwater runoff is of vital importance in increasing the longevity of streets, roads, and pedestrian areas.

The goals and objectives presented in this chapter are focused on just a few critical areas. It is hoped that the City can maintain an efficient and effective system of infrastructure and services that meets the City's needs while establishing long-term capital infrastructure goals to expand and improve services. The City should seek federal, state, and philanthropic grant and loan programs to support these goals and priorities.



Wastewater System

The City of Laurel's Wastewater Treatment Plant is located at 5310 Sewer Plant Road. It is staffed with three operators and one relief. The facility was first constructed in 1908 and underwent substantial upgrades in the 1930s and 1986. The Plant most recently underwent a significant upgrade that was completed in 2016. The reclamation system is a Biological Nutrient Removal system (BNR). The facility now conducts sludge dewatering as well. The new system has reduced nitrogen levels and phosphorus being discharged into the Yellowstone River. Improvement of the Sedimentation Basins was completed in 2019. The wastewater system has a capacity of 1,120,000 gallons per day. City staff should monitor the current wastewater and sewer system to ensure that it can meet the growing demands of the City.

Water System

The Laurel Water Treatment Plant is located at 802 Highway 212 South. An upgrade of the Water Treatment Plant was completed in 2019. The Plant operates 24 hours per day and is staffed with six employees plus management. The Water Treatment Plant has a treatment capacity of 5,000,000 gallons per day. The Plant provides water service to more than 6,700 people and has a total of 2,858 metered connections.

The Yellowstone River is the raw water source for the City of Laurel. A water right was filed in 1908, giving the City access to 12,600,000 gallons per day. A water reserve was granted in 1978 that allowed for the anticipation of future growth and added 6,380,000 gallons per day.

The original water distribution system was installed in 1908. There is currently one ground storage tank built in 1967 with a capacity of 4,000,000 gallons, with 2,000,000 of them being usable and the other 2,000,000 creating pressure for distribution. Additionally, the City has two booster pump stations. Pipe sizes in the system range from 2 to 18 inches in diameter. The 301 fire hydrants scattered throughout the system are tested routinely to ensure they are working correctly.

The City provides water to all areas within the City Limits; however, 82 residential connections and one industrial connection are outside the City boundary. Property owners in the county who are interested in connecting to the City system must make all the necessary excavations and pay for all materials necessary for connections. The current standards and regulations for public works and utilities require developers to extend to utilities.



The Yellowstone River has provided adequate water for the City, but in recent years concerns have been raised regarding enough flow due to erosion from flooding and droughts. The City has taken steps to counteract these concerns through significant upgrades to the Water Treatment System. Upgrades and improvements were completed on the sedimentation basins and the Water Treatment Plant in 2019.

Additionally, a new water intake in the Yellowstone River was completed in 2017 to ensure a stable water supply despite the changing nature of the river's course and level. One additional project that has been identified is the need for a second water reservoir to create extra storage capacity as the City grows. The City should include this in any future public works planning documents.

Stormwater System

Stormwater is collected and managed to prevent flooding, erosion, and contamination of water sources. Water can carry pollutants such as oil, fertilizer, pesticides, soils, and trash as it runs off rooftops, paved streets, highways, and parking lots after a rain event or during snowmelt. Stormwater can flow directly into the Yellowstone River from a property or into a storm drain and through the city infrastructure until it is released into the Yellowstone River. The three significant concerns of stormwater management are the volume of runoff water, the timing of runoff water, and the potential contaminants the water is carrying.

The City of Laurel has historically experienced problems with flooding in the downtown area. Flooding activities are generally from heavy rain runoff and not directly due to the nearby Yellowstone River. The City of Laurel has a limited stormwater infrastructure to handle stormwater runoff. The majority of stormwater infrastructure is in the central business district and the South East 4th Street area. Stormwater management has also been established for the Elena, Iron Horse, and Foundation Subdivisions.

The City needs to address stormwater infrastructure within its current limits and as it expands. Creating an adequate stormwater management system helps keep roadways in good condition and lessens drivers' hazards in inclement weather. Stormwater system extensions should be considered during any roadway planning procedure to ensure roadway improvements do not have to be recreated.

Solid Waste Services

The City of Laurel Public Works Department provides exclusive solid waste collection services within the city limits. The City does not provide any solid waste collection services outside of the city limits. Garbage services are not exclusive to parcels that choose to annex into the City as per Montana state regulations. The City of Laurel operates the City's transfer station, which is located at 175 Buffalo Trail Road. The transfer station provides added services such as taking in large or bulky items, tree branches, and other unusual materials and pieces. Laurel utilizes the Billings Regional Landfill located nearby.

Infrastructure Goals and Objectives

Goal 1: Maintain an Effective and Efficient Public Infrastructure System that Adequately Serves the Needs of the City

- ❖ Develop a data-driven infrastructure maintenance schedule
- ❖ Determine any existing gaps in services and other infrastructure deficiencies within the City
- ❖ Adopt up-to-date infrastructure standards that are appropriate for the needs of the City
- ❖ Study using public spaces within floodplains, watercourses, and wetlands to be used as passive recreation areas such as parks and greenways
- ❖ Study the feasibility of recycling programs and other means to reduce solid waste
- ❖ Incorporate stormwater system planning into roadway and other infrastructure planning processes

Goal 2: Establish the Long-Term Capital and Infrastructure Needs for the City

- ❖ Develop a Capital Improvement Plan for the improvement and expansion of infrastructure
- ❖ Prepare a Water System Master Plan
- ❖ Create a Wastewater System Master Plan
- ❖ Complete a Stormwater Management Plan
- ❖ Ensure infrastructure planning documents are routinely updated.
- ❖ Confirm that the established infrastructure priorities are adequate

Goal 3: Seek out Possible Funding Sources for the Expansion and Improvement of Infrastructure and Essential Community Services

- ❖ Study the physical and financial needs for the extension of infrastructure to priority growth areas.
- ❖ Collaborate with Montana agencies on major projects and studies
- ❖ Explore federal, state, and philanthropic infrastructure grant opportunities
- ❖ Determine positive impacts from the expansion and improvement of infrastructure
- ❖ Apply for funding opportunities that are appropriate for city priorities and projects and assist in keeping user fees reasonable

CHAPTER 10: TRANSPORTATION

Overview

Laurel is at the center of a major transportation network that includes local streets and sidewalks, state arterials, railroad lines, and an interstate highway. The city itself was surveyed and built on a gridded road network that provided orderly development for residential and commercial properties close to the railroad, Old Route 10, and 1st Avenue, which run through Laurel's downtown. The establishment of Interstate-90 near Laurel led to commercial development on the south side of the city. Subsequent developments of residential subdivisions and commercial areas have not continued the original ordered network, causing problems for road continuity, provision of services, and orderly and consistent city growth at its boundaries. The railyard and numerous railroad lines bisect the city, separating neighborhoods from each other and creating only two north-south access points, the 1st Avenue underpass, and the 5th Avenue railroad crossing.

Connecting transportation decisions with land use policy is a crucial city goal. A priority for the city is to develop a multi-modal approach to streets and pathways. The City will encourage intensive land use within and adjacent to the city and along major transportation routes while ensuring residential developments provide adequate and accessible pedestrian improvements to allow everyone to access their community. Establishing a consistent maintenance plan to preserve, improve, and expand the transportation network will provide current and future residents with an easy and effective way to move around the city regardless of travel mode. The orderly growth of the transportation network will also be essential to ensure neighborhoods and commercial areas are easily accessible to all. These transportation goals help increase quality of life, connect people to their community, increase safety, and plan for current trends and future growth.

Local Routes & Maintenance

Laurel's downtown core and original neighborhoods were developed on a gridded network of streets and alleyways. Subsequent developments have strayed from this system and have not followed any set guidelines for road connections or continuity. This lack of orderly roads and pedestrian systems outside Laurel's traditional core has created future growth issues.



Very few existing streets allow for unbroken travel from the east to the west side of Laurel. New development has taken place without considering roadway connections and traffic planning.

Subsequent subdivisions and construction have not provided easements or right of way to continue city thoroughfares, and structures were constructed within the path of right of ways. This lack of forethought is especially apparent west of 8th Avenue, which has many roads that seemingly go nowhere. It will be necessary for Laurel to establish specific guidelines to ensure adequate road connectivity for traffic flow, safety, wayfinding, and the extension of future services.

Laurel has only two north-south road connections between its northern and southern neighborhoods. The two connections are the 1st Avenue underpass and 5th Avenue railroad crossing. The nearest other connections are Exit 437 for East Laurel and Exit 426 to Park City. Investigating other means of north-south access and finding other connection points will improve emergency service response, ease traffic along major routes, and improve accessibility to and from different city areas.

Many of Laurel's roads are also in dire need of repair. Many of the city's older local roads were built with deficiencies and antiquated design methods, which now compound annual maintenance problems. The city recently completed a study of its municipal road network that included an inventory and provide solutions to the system's infrastructure deficits. Utilizing this study and updated development and service standards will lead to improved road conditions and connectivity for Laurel residents, businesses, and visitors.

State Highways

Two major state routes pass through Laurel. These are 1st Avenue, which forms the major north-south route, and Old Route 10, which runs east-west and acts as Laurel's Main Street. These routes support significant commercial and industrial traffic, resulting in congestion during peak hours at intersections.

Seeking mobility and safety improvements along these two routes is encouraged to create more livable, accessible, and safer streets as the city updates its zoning code, subdivision code, and roadway standards. A map of road classifications has also been provided to show further details of the Laurel road network and other major streets and roadways in the city.

Federal Highways

Interstate-90 passes directly through Laurel. There are currently three off-ramps to access the highway, the most recent of these just completed in 2020 on the city's west end. The interstate has been a source of growth for the city, with many businesses locating in the SE 4th Street District adjacent to the highway.

The Montana Department of Transportation recently completed a north-facing on/off-ramp west of Laurel to connect to 19th Avenue West. This additional on/off-ramp is expected to alleviate some access issues and provide new development opportunities. This additional access point is also anticipated to bring new growth opportunities for the area. Planning for this growth and seeking out possible funding sources to extend city services to this area is vital

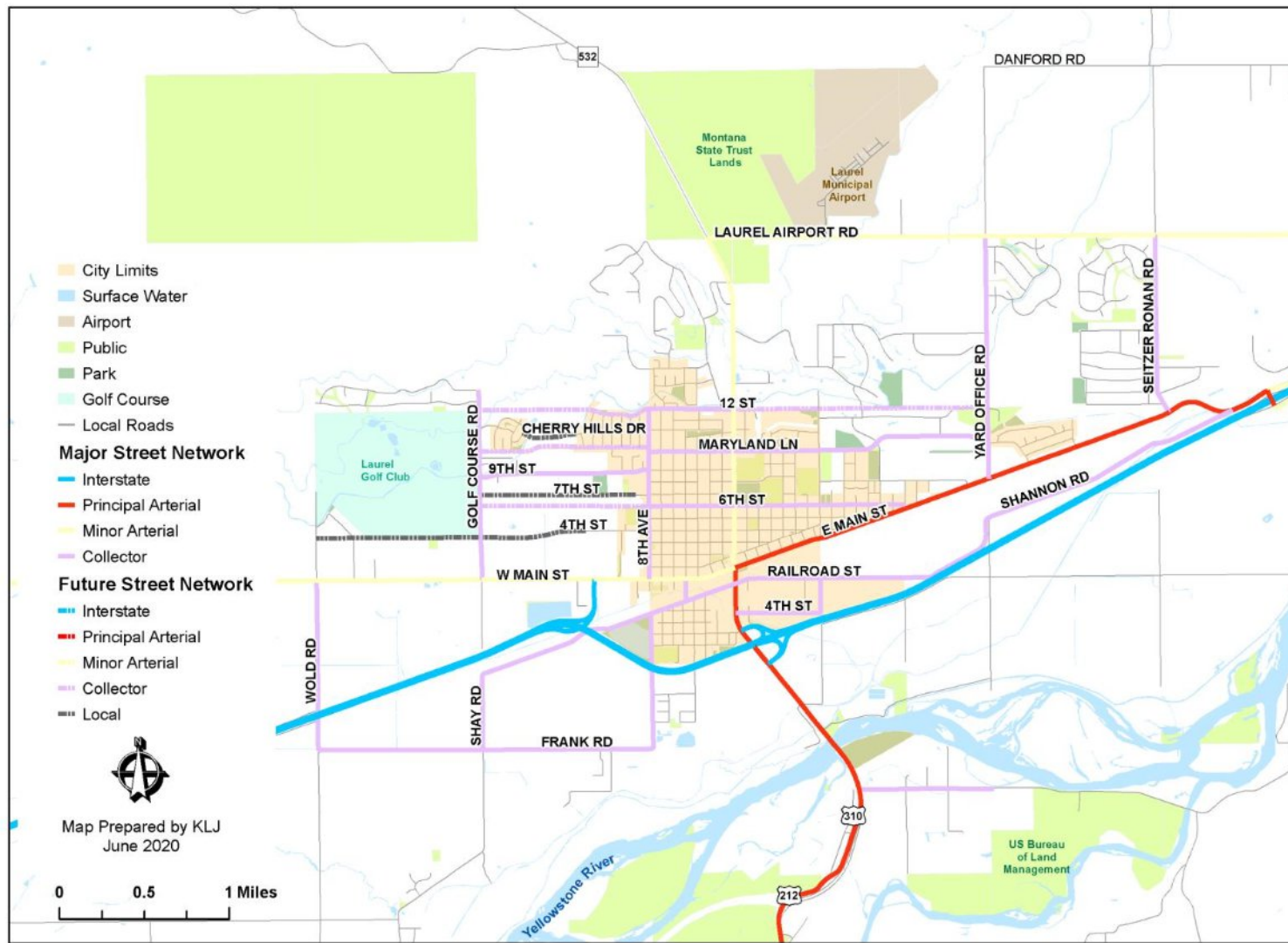
Railroad

Montana Rail Link **has operated** the rail yard in Laurel. **MRL has decided to terminate its lease with BNSF and BNSF is transitioning to once again assuming operations.** This yard has been active since the late 1800s and is a historic asset to the transportation and economic sectors. The rail yard is a hub for freight and raw materials heading through the area. Despite not being within the city limits, the railroad, CHS refinery, and other industrial properties provide many benefits to the area by providing a healthy



job base, revenue to the school district, and lower tax rates for residential and commercial properties.

The railroad is a major asset to the area and hinders transportation in and around the Laurel area. The railroad is not within the Laurel city limits, and as such, the city has little oversight of the activities taking place. The rail yard and its lines split the city into a north and south side with only two north-south connections, the 1st Avenue underpass, and the 5th Avenue crossing. The only other north-south connections are the East Laurel Exit and West Laurel Exit on Interstate-90.



MAJOR STREET NETWORK

Laurel Road Classifications, 2020-Updated maps are attached to this document for the 2023 update and shall be inserted upon fir

Roadway Classifications

- ❖ Interstate Highway (Principal Arterial)
 - Primary through travel route
 - Longest trip length
 - Highest trip speed
- ❖ Principal Arterial
 - Serves major activity centers and includes corridors with the highest traffic volumes and the city's longest trip length.
 - Provides the highest level of mobility, at the highest speed, for long uninterrupted travel.
- ❖ Minor Arterial
 - Interconnects principal urban arterials
 - Provides continuity for rural arterials that intercept urban boundaries
- ❖ Collector
 - Designed for travel at lower speeds and shorter distances.
 - Collectors are typically two-lane roads that collect and distribute traffic from the arterial system.
 - Collector roads penetrate residential communities, distributing traffic from the arterials
 - Urban collectors also channel traffic from local roads onto the arterial system.
 - Serves both land access and traffic circulation in higher density residential and commercial/industrial areas
- ❖ Local
 - Largest element in the American public road network in terms of mileage.
 - Local roads provide basic access between residential and commercial properties, connecting with higher-order roadways.
 - Provides access to adjacent land
 - Short distance trips

Public Transportation

Laurel Transit was established in 2010 through grant funding from the State of Montana to provide transportation services to the elderly and disabled population in the Laurel area. Laurel Transit currently provides on-demand transportation services within Laurel, its surrounding area, and scheduled service to Billings. Laurel Transit operates Monday-Friday, 10:00 am – 4:00 pm. The Billings scheduled service route begins at 7:30 am. Laurel Transit has connected with local and regional agencies whenever possible to expand its services.



Discussions have previously taken place around the viability of a fixed route system for the city of Laurel. These services are currently not feasible but future growth and development in Laurel could also necessitate better in-town transit connections or a commuter route to Billings.

Funding Sources

Many state and federal funding sources exist for transportation projects that impact:

- ❖ Road Safety
- ❖ Alternative Transportation
- ❖ Improved Mobility
- ❖ Economic Development
- ❖ Job Creation and Retention

Federal Agencies with available grants include:

- ❖ Federal Highways Administration
- ❖ U.S. Department of Transportation
- ❖ Federal Transit Administration
- ❖ U.S. Department of Agriculture
- ❖ U.S. Environmental Protection Agency

Transportation Goals and Objectives

The three overarching transportation goals with objectives and strategies are as follows:

Goal 1: Preserve, Maintain, and Improve the Existing Transportation System

- ❖ Update the Long-Range Transportation Plan (LRTP)
- ❖ Establish a systematic approach for the maintenance and repair of the road network.
- ❖ Develop a Capital Improvement Plan to identify and prioritize significant transportation projects
- ❖ Establish a Road Network Master Plan to ensure street continuity, traffic flow, and neighborhood connectivity,
- ❖ Promote fiscal responsibility and high return on investment
- ❖ Coordinate roadway improvement projects to coincide with underground infrastructure improvements

Goal 2: Improve the Mobility, Safety, and Accessibility for all users and modes of travel

- ❖ Implement bicycle and pedestrian improvements and traffic calming measures to transform the downtown area into a pedestrian-friendly place
- ❖ Create a looping bicycle/pedestrian trail and street system that connects different areas of Laurel
- ❖ Adopt pedestrian and multi-modal friendly transportation standards and safety measures
- ❖ Explore options to improve and expand the Laurel Transit program and strategies to create other multi-modal transportation connections.
- ❖ Partner with local, regional, and statewide groups to further integrate Laurel into the more comprehensive passenger transportation network

Goal 3: Connect Transportation Decisions with Land-Use Decisions

- ❖ Integrate land-use planning and transportation planning to manage better and develop the transportation network.
- ❖ Utilize transportation projects to encourage intensive development patterns along significant routes and existing areas of the City.
- ❖ Adopt and implement consistent system policies and maintenance standards
- ❖ Ensure the development of a sustainable transportation system that minimizes environmental impacts

CHAPTER 11: ECONOMIC DEVELOPMENT



Overview

Laurel has two traditional industries that have been the community economic pillars; the railroad and oil refining. These two economic sectors play a significant role in the economy. Still, they have been joined by many other services and businesses that diversify economic opportunity to include retail, education, healthcare, and finance. Laurel has seen a decline in downtown and local businesses as Billings has become more accessible, and online shopping and delivery become more readily used. Large and small communities have been forced to compete more and more for businesses, workers, and growth opportunities in an increasingly connected global economy. It will take significant effort to develop Laurel as a community with a self-contained business ecosystem where local businesses and entrepreneurs and larger statewide and national establishments can thrive.

Laurel's proximity to Billings is a smaller scale example of how different factors impact the local community economy. Laurel has been considered a bedroom community to Billings due to its proximity and number of Laurel residents who commute into Billings. It has also become easier for Laurel residents to travel to Billings for food, shopping, and other services. If it were in any other county in Montana, Laurel would be the center of economic development and business activities.

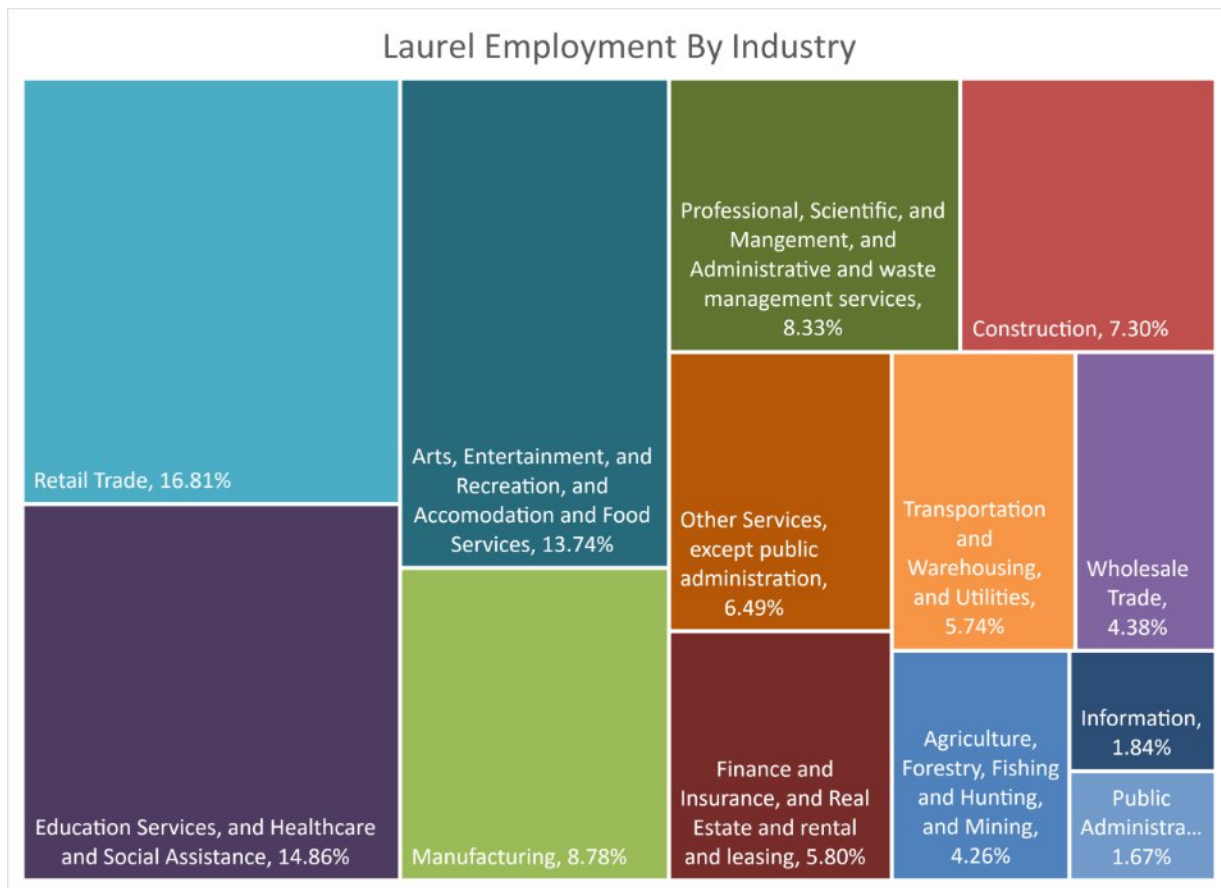
Laurel can still become a community where small businesses thrive, the downtown is healthy, and entrepreneurs take the risk to open a business even with its proximity to Billings. Creating a more attractive and active business community is not an impossible task. Goals have been established to help develop Laurel independently while keeping it connected with Yellowstone County and the Billings area.

Studying and adopting policies to develop downtown Laurel into a destination to live, work, and play can help breathe new life into the community. Focusing on resilient economic growth activities will create both new activity and sustainable, long term economic stability. Increasing Laurel's collaboration and communication with area groups can help connect stakeholders to business funding supports, employment, and training opportunities that would otherwise not be available. Growth is anticipated on the west side of Laurel. It is essential to plan for this growth by studying options for new commercial and industrial properties in priority areas.

The Local Economy

Workers in Laurel are employed in a wide array of industries. The following chart presents a visual representation of the different industries and their percentage in those workforces. A diverse employment base helps to ensure a stable and resilient economy. Improving the City's core sectors while opening up new growth opportunities is an important objective to help keep the local economy healthy.

Several major industries are located directly outside the city limits that have a large impact on the community. These include the MRL railyard and the CHS refinery. These two industries provide many jobs to Laurel residents and those residing within the Laurel planning jurisdiction. These anchor industries provide livelihoods to many Laurel area residents and support other industries and businesses in the Laurel planning area. It will be essential to maintain good relationships with MRL and CHS to coordinate growth efforts and adequately develop the Laurel area.



(2013-2017 American Community Survey 5-Year Estimates)

Economic Development Organizations

Various groups are active in the economic development field in the Laurel and Yellowstone County area. Big Sky Economic Development and Beartooth Resource Conservation & Development serve the Laurel community and have services available for businesses and residents.

These agencies can help leverage funding and access to different state and federal programs to support local economic development efforts.

Laurel Chamber of Commerce

The Laurel Chamber of Commerce provides services to foster a healthy business climate in the Laurel area for business owners, employees, and customers. The Chamber supports and hosts many community events, including farmer's markets, the July 4th Celebration, and the Christmas Stroll. The Chamber has also developed relationships with local organizations and businesses to create a better business climate, a thriving downtown, and improve the community.



Big Sky Economic Development Agency

The official mission statement of Big Sky Economic Development is "... to sustain and grow our region's vibrant economy and outstanding quality of life, by providing leadership and resources for business creation, expansion, retention, new business recruitment, and community development."

Big Sky Economic Development Agency (BSEDA) is the South-Central Montana region's certified economic development authority. BSEDA directly serves a nine-county region, including Petroleum, Wheatland, Golden Valley, Musselshell, Sweetgrass, Stillwater, Yellowstone, Carbon, and Big Horn counties. BSEDA provides services and support for small business development, community development initiatives, federal procurement assistance, tax increment financing assistance, workforce development, veterans business assistance, and business financing.

The City of Laurel Planning Director is currently the Ex-Officio representative for the City of Laurel on BSEDA's Board of directors. The Ex-Officio member represents the interests of the City on the Board and communicates the position of the City to BSEDA's staff and partners.

Beartooth Resource Conservation & Development

Beartooth Resource Conservation & Development, or Beartooth RC&D, began in 1969 as a partnership between the USDA Natural Resource Conservation Service and Carbon and Stillwater Counties to serve that area. Beartooth is now an officially designated Economic Development District and has expanded its support to Sweet Grass, Yellowstone, and Big Horn Counties. Beartooth RC&D provides technical assistance and community development services to groups in the South-Central Montana region.

The overall mission of Beartooth RC&D is to improve local economic and social conditions by focusing on the conservation, utilization, and development of the natural and human resources of the region. The City has begun regular conversations with Beartooth RC&D to coordinate local economic development efforts and be notified of ongoing work in the region. Keeping communication channels open and collaborating on projects will help support Laurel's economic development and the surrounding area.

Economic Development Objectives and Policies and Strategies

Four main goals and related objectives have been established that focus on Economic Development and are as follows:

Goal 1: Develop downtown Laurel as a destination to live, work, and play

- ❖ Institute placemaking projects to further enhance district character
- ❖ Increase live-work opportunities for current and future residents and businesses
- ❖ Apply TIF funding to beautification, blight removal, and public improvement projects
- ❖ Identify and find solutions for unused or underused parcels as candidates for development

Goal 2: Create a resilient local economy

- ❖ Strengthen core businesses and industries through communication and connections with technical support
- ❖ Ensure that local economic activities are inclusive and accessible to all stakeholders
- ❖ Implement policies that create stable and sustainable economic growth
- ❖ Work to highlight the shared benefits of working together as a community with local businesses stakeholders, and developers
- ❖ Provide an economic ecosystem that allows for a wide array of businesses, industries, and developments to thrive
- ❖ Study and implement policies to enhance local business demand and alternative strategies for value creation for the community

Goal 3: Collaborate with area organizations to support economic growth and local employment and training opportunities

- ❖ Communicate with local groups to determine any needs and assistance
- ❖ Create partnerships with local and regional groups to fill local service gaps and create needed programming
- ❖ Take part in events and workshops to support local business initiatives and activities
- ❖ Establish common ground with local and regional groups to provide resources and assistance
- ❖ Connect residents and businesses with like-minded economic, financial, and entrepreneurship resources and opportunities

Goal 4: Study options for new commercial and industrial properties in anticipated high-growth areas

- ❖ Create a Corridor Master Plan for growth in and around the intersection with Old Route 10 and the West Laurel Interchange
- ❖ Study options and determine priorities for the possible establishment of Tax Increment Financing Districts (TIFs) and Targeted Economic Development Districts (TEDDs)
- ❖ Review and pursue opportunities for clustered commercial or industrial parks
- ❖ Develop funding strategies to provide services for priority growth areas.

CHAPTER 12: PUBLIC SERVICES AND FACILITIES

Overview

Municipalities and County Governments provide numerous public services to their residents, businesses, and institutions. Effective public services are vital for a community to thrive. Public services include fire departments, police and sheriff departments, parks and recreation programs, libraries, emergency medical services, public works departments and water and sewer utility systems. Public officials need to take a lead role by planning and implementing expansions and improvements of public services that maintain and improve their community's quality of life.

This chapter presents the array of public services operated by the City of Laurel and Yellowstone County and provides goals and objectives to improve and expand those services to help the community better. A proactive approach to public services can also lead to many benefits as newly established or upgraded services can incentivize new development and growth. Effective public services show prospective residents, business owners, and developers that the municipality and the county is working to provide stable services while addressing future service needs.



City Administration

Laurel City Hall is located at 110 West 1st Street. The City Hall contains offices for the City Clerk-Treasurer, Water Department, Planning Department, and the Public Works Department. The City Hall also contains the City Council Chambers, the Office of the Mayor, City Court, and related administrative archives.

Laurel Police Department

The Laurel Police Department is a full-service department serving the community twenty-four hours a day, seven days a week. The City of Laurel currently has 14 sworn officers employed by the City. Services include patrolling for criminal activities and traffic violations, accident investigation, and misdemeanor and felony crime investigation. The Department's service area is within Laurel's municipal boundaries unless responding as backup to another law enforcement agency in the surrounding area. The Laurel

Police Department works with the Eastern Montana Drug Task Force, (EMDTF) assists the Yellowstone County Sherriff on calls near Laurel, and works closely with the Montana Highway Patrol.

The City of Laurel ensures that its officers are appropriately certified and trained above and beyond the state requirements. Officers must pass a twelve-week introductory police officer course at the Montana Law Enforcement Academy in the state capital of Helena. Furthermore, communication officers must also attend and pass a one-week course for their additional responsibilities. The Laurel Police Department also hosts its introductory reserve course annually for reserve officers.

The Laurel Police Department is currently located in the Fire-Ambulance-Police Building (FAP building). The facility is shared with the Fire Department and Ambulance service. The facility was built in 1976 and has seen several additions and renovations over time. The FAP Building is aging and lacks many facilities that the departments require. The Police Station lacks sufficient office space for its officers, a breakroom, separate locker room facilities for male and female officers, and the radio room lacks adequate fire control due to the space required for department servers. This space also lacks secure vehicle and equipment storage areas. It is essential that the city seek out funding options to improve, expand, and construct new facilities for the Police Department.



The Department is in need of a new facility. Planning should focus on construction of a new Police Station to the West of the City to follow anticipated growth trends. This location is also a security requirement for the Department. A westward location would be upwind from the Railroad lines and Refinery complex which would be secure in the face of any major ecological, chemical, or radiological crisis that might originate at these industrial and shipment points. Major elements for a future Police Station include:

- ❖ DUI Processing Rooms (secure with camera system)
- ❖ Video Security system (specifically for animal storage, inventory, and evidence)
- ❖ Separate Locker Rooms with bathing facilities and adequate locker space
- ❖ Full kitchen/breakroom area
- ❖ Secure and reinforced lobby area and front desk with audio system
- ❖ Evidence storage rooms with processing rooms and secure lockers
- ❖ Storage bays for larger amounts of evidence and vehicles
- ❖ Secure weapons room for ammunition, weaponry, and cleaning supplies
- ❖ Vehicle Storage area for Police vehicles and equipment under cover and secured.
- ❖ Conference room for meetings, presentations, press conferences, and trainings

Department leadership has identified certain staffing needs for the department as Laurel grows. The department needs a second Lieutenant position and a possible Captain position. These command positions would provide more effective leadership for the patrol officers. The Department also plans to add a Parking & Animal Control position in the near future. The department also needs additional civilian positions filled including an additional dispatcher, and an evidence technician and executive assistant to help with day to day duties.

The current policies and procedures for the Department date to 2014 and have not been updated due to a lack of manpower and lack of time. Department leadership has identified the program Lexipol as a vital digital resource that will help to keep the department's policies and procedures up to date. The Department plans to contract with Lexipol to assist with updating policies, training, and overall helping to keep law enforcement agencies current.

Fire Protection and Emergency Medical Services

Laurel Volunteer Fire Department

The Laurel Volunteer Fire Department (LVFD) has served the City of Laurel and the surrounding area since its inception in 1909. The Mission statement of the Laurel Volunteer Fire Department is:

"Laurel Fire Department is committed to serving the City of Laurel, its residents, the surrounding fire districts, and the visitors to our City for any of their emergency fire rescue needs. We will do this through strong dedication and commitment to our community with a long tradition guiding us to what is important."



The LVFD provides full-service fire response service to the City of Laurel, Laurel Airport Authority, Yellowstone Treatment Center, Laurel Urban Fire Service Area, and Fire Districts 5, 7, and 8. These services include structure fires, wildland fires, vehicle fires, industrial hazards, water, ice rescue, vehicle extractions, Hazmat situations, rope rescue, and public service calls.

It has been recognized that the LVFD needs to adapt to the changing nature of fire services. It will be essential to improve the delivery of high-quality services to the community by planning and implementing new policies. The LVFD has begun the development of a "Fire Services Business and Work Plan" that presents information about the Department as well as goals and objectives to improve and expand fire services. Goals presented in the Draft Work Plan include:

- ❖ Finance – Develop avenues of revenue to offset costs for manpower, operations, and equipment replacement
- ❖ Equipment replacement – Develop a schedule for equipment replacement
- ❖ Education – Communicate with city officials on the beneficial aspects of the current LVFD structure
- ❖ Training – Continue and expand training to evolve with ever-changing fire services
- ❖ Communications – Develop communication lines between various groups at Department, local, county, and state levels.
- ❖ Performance Management – Evaluate Department on skills and abilities for career advancement and adjustments to training needs
- ❖ Construction of a New Fire Station – A new station will be necessary to meet a growing community's needs.

Firefighters in Montana are required to complete a minimum of thirty training hours per year. Many of the members of the LVFD regularly complete over 100 hours of training hours per year. Members of the LVFD are allowed to travel to specialized schools and training sessions to learn new information and share it with their fellow firefighters in the Department.

The LVFD is actively involved in the community through events and has held annual events such as Fire Prevention Weeks and Safety Days. The LVFD also manages the fireworks display for the 4th of July celebration. The Laurel 4th of July celebration is well-known throughout the state and brings awareness of the work of the LVFD.

The LVFD is currently set at 45 members to meet current community needs. The Department undertook a reorganization in 2010 to better coordinate efforts. This reorganization allowed the Department to meet any partially paid staff requirements for a department if the City of Laurel met the requirements for a Second-Class city of 7,500 residents or more. The Laurel Volunteer Fire Department has a mutual aid agreement with Yellowstone County Fire Services.

As previously noted, the Department is in the Fire-Ambulance-Police Building (FAP building). This facility has three full bays and an extra half bay for equipment. The LVFD also has access to equipment bays at the Laurel City shops as necessary. It is anticipated that an expansion of the FAP building or the construction of a new facility will be necessary to cover the Laurel community's fire service needs long-term adequately.

Ambulance Service

The primary mission of the City of Laurel Ambulance Service (LAS) is to provide quality pre-hospital emergency medical services and transportation to medical facilities promptly and safely to those residing, visiting, or traveling through the Laurel service area. The Department is a hybrid model, with certain full-time positions and additional volunteers. The Department has a full-time director and five full-time Emergency Medical Technicians (EMTs). LAS staff are trained to provide at least a minimum of Basic Life Support (BLS) assistance. They also have the necessary endorsements from the state to provide other advanced services.

As previously noted, the LAS is located at the Fire-Ambulance-Police building. The FAP building has space for three ambulances, restrooms, a crew lounge, offices, a small kitchen, and storage rooms. The building also has a community meeting room attached. The City needs to consider options for upgrades, expansions, or new facility locations to improve emergency services.

School District

The Laurel School District serves the City of Laurel and the surrounding area. The District instructs 2,100 students in total. The District maintains instructional levels from Kindergarten through twelfth grade (K-12). The grades are grouped as follows:

- ❖ Kindergarten through 4th grade – Elementary School
- ❖ Grades 5 through 8 – Middle School
- ❖ Grades 9 through 12 – High School

The Laurel School District currently operates five school buildings that include:

- ❖ Laurel High School
- ❖ Laurel Middle School
- ❖ Fred W. Graff Elementary
- ❖ South Elementary
- ❖ West Elementary

The Laurel School District's Mission is: "Dedicated to the individual development of each student, every day, without exception." Students are assigned to a classroom or group depending on what will best serve that student. Considerations are made for class size, peer relations, student/teacher relations, and teaching instructional style. The School District also has administrative offices located at the old Laurel Middle School at 410 Colorado Avenue.

The Goals of the Laurel School District are:

- ❖ To deliver a quality educational program that promotes both academic success and the overall development of every student.
- ❖ To meet the needs and skill level of each student.
- ❖ To promote high student expectations, the importance of lifelong learning and creative/critical thinking.
- ❖ To provide the students with a strong desire to learn.
- ❖ To foster self-discovery, self-awareness, and self-discipline.
- ❖ To develop an awareness of and appreciation for cultural diversity.
- ❖ To stimulate intellectual curiosity and growth.
- ❖ To provide fundamental career concepts and skills.
- ❖ To help the student develop sensitivity to others' needs and values and respect for individual and group differences.
- ❖ To be free of any sexual, cultural, ethnic, or religious bias.

The District previously established goals for District growth in a 10-15 Year Master Facility Plan. This plan included developing a new facility for grades 3 through 5 and a transportation facility, the remodeling of existing schools, relocating administrative offices, selling aging district-owned structures, and addressing inadequate learning environments in certain facilities. The District developed these goals to grow with the community and adapt when necessary and will be updating their Master Facility Plan in 2021.

Public Library

The Laurel Public Library was created in 1916 via ordinance and opened to the public on July 18, 1918. The Library was first established at 115 West 1st Street, the site of the current City Hall. The Library relocated to its current facility at 720 West 3rd Street in 1989 after fundraising by volunteers, and the Library Board allowed for the move. The Laurel Public Library serves the citizens that reside within the city limits. Yellowstone County residents are served without cost. Stillwater and Carbon County residents can also apply for and receive a library card. The Library's mission is to provide a "place where community members can grow, teach, and interact in mutual benefit with others."

The current library facility is approximately 6,000 square feet and contains four wings. The Library's clients' general needs are met by the current building, but improvements have been discussed. The Library could be improved by expanding the building to include a storage room, meeting rooms, and small study rooms. The needs of library clients have been growing, and the Library will need to grow with them.

The Library does not have any specific sharing agreements with the ~~Parmlly~~ Library in Billings or other regional libraries. The Library is currently part of the Montana Shared Library Catalog Consortia by agreeing with the Montana State Library. This consortium comprises more than 140 libraries across the state consisting of public, academic, and particular library types.

Yellowstone County Sheriff's Office

The mission of the Yellowstone County Sheriff's Office is to maintain and improve the quality-of-life within the community by working with all people to preserve life, maintain human rights, protect property, and promote individual responsibility and community commitment.

The Sheriff's department covers the entire county and is the sole operator of the county's only detention facility. The sheriff's department provides law enforcement within the planning jurisdiction around Laurel and coordinates law enforcement activities with the Laurel Police Department.

The Yellowstone County detention facility is in Billings Montana and serves as the only detention facility for inmates from the local community as well as a detention facility for state and federal inmates while they are being processed through the court system. The detention facility is overcapacity most of the time and the county is currently focused on ways to improve the detention facility and plan for expansion as the population in Yellowstone County continues to increase.

Yellowstone County Public Works Department

This department is comprised of four divisions: The Administration Division, the Road and Bridge Division, the Junk Vehicle Division, and the Noxious Weed Division.

The mission of the Yellowstone County Public Works Department is to manage the county's transportation infrastructure, junk vehicle disposal, and noxious weed control in the most cost-effective manner possible.

The Public Works Department is managed by a director who is appointed by and reports to the Yellowstone County Board of Commissioners. The Director is responsible for all operations, programs, and services provided by the department.

Yellowstone County GIS Department

This department maintains a computer system designed for storing, manipulating, analyzing, and displaying data in a geographic context. The GIS department provides the ability to assist in the decision-making process by providing an additional tool to analyze and compare numerous geographic data layers along with traditional databases.

The GIS department provides an interactive way to find information about Yellowstone County. Information about Floodplain, Public Works, School, Sheriff, Zoning, Elections, Levy Districts, and Emergency and Cemeteries are displayed as layers that can be turned on/off, queried, and identified by using a click of your mouse on the map.

Yellowstone County Disaster and Emergency Services Department

The DES department or emergency management is an integrated effort to prevent- or minimize the seriousness of emergencies and disasters and to plan and coordinate the community's response to them should they occur. It requires establishing partnerships among professional emergency management

personnel to prevent, respond to, and recover from disasters. This department is responsible for an emergency management program, and continual improvement saves lives and reduces losses from disasters.

Yellowstone County Clerk and Recorders Office

The Clerk and Recorder is an elected county official established by the Constitution of Montana. Statutory authority establishes the duties as providing the primary administrative function for recording and maintaining the majority of all the legal documents relating to real estate records, land descriptions, county birth and death records and the records of the Board of County Commissioners. The first Yellowstone County Clerk and Recorder took office on February 2, 1883. Currently the office records an average of about 200 documents per day.

The types of documents that are maintained in the Clerk's office include:

- Deeds
- Mortgages
- Liens
- Powers of Attorney
- Homestead Declarations
- Subdivision Plats
- Certificate of Survey
- Military Discharge
- Federal Income Tax Liens

Yellowstone County Elections Office

The Election Department administers the maintenance of the voter registration files, candidate filings and all aspects of the election process. Additionally, information is available concerning upcoming election dates, polling places and the results of current elections. Of primary emphasis and concern is making voter registration and the process of voting as simple and accessible as possible.

Voter registration cards will be mailed out if requested, can be downloaded from this the Yellowstone County website, or completed in the office. Cards are also available in the telephone book, Montana tax booklets and state agencies. Absentee ballot requests can also be mailed out upon request or downloaded and upon our receipt of this signed document a ballot will be mailed to the elector.

Public Services and Facilities Goals and Objectives

Effective and efficient public services are a necessity for existing and prospective residents, developers, and businesses. Above all, public facilities and services must be accessible, helpful, and dependable for everyone residing, working, and visiting the City and County. City Departmental staff should identify the current gaps and projected needs of public facilities as the City and County experiences growth. It is vital to work with public stakeholders and departments to ensure input and projects positively impact the whole population. Providing consistent and stable service delivery is paramount.

Goal 1: Provide consistent and high-quality public services to the community

- ❖ Develop standard operating procedures to ensure consistency for city and county departments
- ❖ Develop maintenance procedures for parks, facilities, and public areas.
- ❖ Study current facilities and services to identify gaps and determine projected needs in services

Goal 2: Respond to the changing nature of the community

- ❖ Plan for the expansion of public facilities in priority growth areas
- ❖ Invest in public facilities that are accessible to everyone in the community
- ❖ Study how to improve city services to boost the quality of life for residents, businesses, and institutions

Goal 3: Work with city /county departments and local stakeholders to determine the priority expansion of public facilities and services

- ❖ Open lines of communication between city/county departments and local stakeholders to gather input on major projects
- ❖ Consider the public service requirements of large-scale projects before their approval and implementation
- ❖ Develop plans for the expansion of Fire, Police Law Enforcement, and EMS facilities

CHAPTER 13: RECREATION PLAN

Overview

Access to recreational opportunities and parkland is a critical component of quality of life for communities, especially Montana communities. The parks and public areas owned and maintained by the City of Laurel are assets to local and area residents. Access to walking, biking, hiking, and other local amenities help boost residents' and visitors' quality of life. Many cities and towns have begun establishing greenways and trails to connect parks and open spaces with local neighborhoods. Incorporating these into Laurel planning and development strategies can help enhance livability and help residents be healthier and more active.

The City should consider developing a vision for the Laurel parks system that would establish priorities for park funding and placement of parks that would be most useful for residents. Creating a connected park and trail system would enable residents to enjoy more parts of Laurel and the surrounding area.



Many of Laurel's parks are very small, with some located at less than ideal or fully accessible locations. Parkland must be a fully useable amenity for residents. Parks should be developed and improved to act as neighborhood focal points. The City should also study underutilized or burdensome parkland parcels and consider reuse scenarios.

Repurposing vacant or underused land as parks and trails can create many added benefits for a community. Downtown Laurel currently has large areas of vacant land owned by the BNSF Railroad and leased by MRL. Studying options for low impact reuse of this land as parkland or greenways could enliven downtown by activating the south side of Main Street, creating more opportunities for residents to spend time downtown, and creating more public space for events or gatherings.

Riverside Park has been a staple of the community for almost one hundred years. The Riverside Park Master Plan was developed in 2018 to provide a blueprint for improvements and the park's use. It will be essential to continue the ongoing improvement efforts detailed in that plan and develop policies to attract Yellowstone County and beyond. Riverside Park should be maintained as a historical, recreational, and economic asset in the future.

City Parks

There are many public parks throughout the City of Laurel. Some of the larger, more established parks are listed below. There are also many smaller unnamed parks throughout the city.

- ❖ Thomson Park
- ❖ Russell Park
- ❖ Nutting Park
- ❖ Kiwanis Park
- ❖ Murray Park
- ❖ South Pond
- ❖ Riverside Park
- ❖ Lions Park
- ❖ MT State Firefighters Memorial Park

Yellowstone County Parks

The County has many parks in the Laurel Yellowstone City County Planning jurisdiction. Most of these parks are the result of subdivisions of land that required parkland dedication as part of the subdivision process. Many of these parks are not developed or are underdeveloped. Yellowstone County has a parks board that advises the County Board of Commissioners on park planning and implementation of park improvements.

Parks Funding, Governance, and Operations

The City of Laurel Public Works Department is responsible for maintaining and improving park facilities. Public Works provides staff time and funding toward the upkeep of park facilities. The City of Laurel Park Board comprises volunteers who provide oversight and input on park operations, maintenance, and activities.

Riverside Park is an essential historic asset for the city, the region, and Montana. Many private and public groups are active in this park's historic preservation, including the Yellowstone Historic Preservation Board that helps to support preservation and improvement efforts in Riverside Park.

Community Sponsored Events

Community sponsored events are an effective way to get residents outside, engaged with nature, and connected to their community. Laurel has a history of hosting popular events that get people outside and active. City staff and local stakeholders should continue to work together to promote outdoor events to encourage people to be more active in the community.

Laurel hosts several events throughout the year. The July 4th festivities include the Chief Joseph Run, pancake breakfast, parade, and fireworks celebration. Laurel also hosts an annual Christmas tree lighting event downtown, farmer's markets, and other seasonal events throughout the year.

The city's parks are a focal point for residents and visitors. They represent an important asset that makes Laurel a better place to live. City staff should partner with local groups to support community

events and create more opportunities for recreational activities and outdoor enjoyment in the city's neighborhood parks.

Recreation Objectives and Policies and Strategies

Goal 1: Develop parkland as an essential and enjoyable amenity for residents

- ❖ Ensure new developments have appropriate park space for recreation and general use
- ❖ Study how existing parks can be improved through new facilities, changed layouts, or additions
- ❖ Review current park infrastructure and determine if improvements are necessary to serve the needs of the surrounding area better

Goal 2: Promote Riverside Park as a vital historic, civic, and recreation resource for residents and visitors

- ❖ Adhere to the projects and strategies presented in the 2018 Riverside Park Master Plan
- ❖ Seek grant funding for structural and site improvements
- ❖ Develop historic markers for Riverside Park and its historic structures
- ❖ Study options for connecting Riverside Park to the city proper through infrastructure improvements, civic engagement, or other means
- ❖ Establish signage and marketing for the assets and resources of Riverside Park to area residents and visitors

Goal 3: Create an interconnected system of parks, greenspace, and trails that are accessible to all

- ❖ Create a city-wide Park System Master Plan to develop project priorities
- ❖ Consider the creation of a City Parks Department to oversee park operations and maintenance
- ❖ Identify unused land that can be transformed into green space or trails for use by the public
- ❖ Update the zoning and development codes to encourage the creation of bicycle and pedestrian trail corridors

CHAPTER 14: NATURAL RESOURCES

Overview

The Laurel planning jurisdiction contains a variety of terrains and environments. The city itself is urbanized and is surrounded by several residential subdivisions. A variety of farmland, grazing land, riverine areas, and wetlands surround the city and make up much of the planning area. Laurel's natural features pose unique opportunities and challenges that should be considered when planning for growth.

The natural environment should be preserved and enhanced to balance environmental sustainability with economic growth, recreational opportunities, and development. Natural resources and the natural environment can be balanced with growth activities to provide social, economic, and community benefits to people over time while continuing their natural functions. The proximity to natural areas such as parks, trails, and other open spaces is an essential variable for many people as they choose where to live and work.



The Laurel area is an interconnected network of land and water resources that contribute to the community's health, economic well-being, and quality of life. This network of natural resources requires investment and maintenance, just like roads and utility systems. Creating a balance of conservation, management, and growth can reward a community with excellent benefits, including increased quality of life, longer-lasting infrastructure, and improved property values.

Groundwater Resources

Groundwater quality and quantity will become a growing concern as Laurel and the surrounding area develops. Traditional modes of living will shift because of groundwater issues. The direct impact of development in the area will be a reduction of groundwater recharge capacity. Groundwater recharge has averaged 8.2 inches per year but depends on the specific land use and soil type. The planning area contains relatively thin alluvial gravel deposits of groundwater. The average saturated thickness of local aquifers is fifteen feet, with the thinnest saturated zones occurring along cliffs and bluffs and the Yellowstone River's channel.

Wildlife Habitat

Rivers, Streams, and Lakes

It is important to recognize the Yellowstone River as a critical asset to Laurel. The Yellowstone River provides a stable water source for the city and recreational opportunities and riverine wildlife habitat. Maintaining the Yellowstone River as a resource is a complex job that includes managing the river ecosystem, monitoring historic water rights, and considering the local community's needs for economic and residential uses.

There are also many year-round and seasonal drainage and irrigation ditches that carry water through the city. These ditches include the Nutting Drain Ditch, Big Ditch, High Ditch, and Cove Ditch. Flooding is known to occur intermittently near the ditches. High water levels on properties near the ditches are a concern for property owners seeking to develop their property.



Floodplains

A floodplain is an area of land adjacent to a stream, river, or other water sources that stretches from the banks or boundaries of its channel to the base of higher elevation terrain that experiences flooding during high discharge rainfall periods. Floodplains are natural drainage basins for the discharge of heavy precipitation. The Yellowstone River exhibits vast floodplains and variations in flow due to terrain. Flow rates are dependent upon the season and the amount of rain and snowmelt. Flows are usually at their highest during the spring months and into early summer.

The Federal Emergency Management Agency (FEMA) utilizes the 100-year floodplain boundaries as the standard measurement for floodplain regulation. The 100-year floodplain is the area that has a one percent chance of flooding each year from a specific water source. The federal government expects municipalities and counties to take a proactive approach to flood damage prevention. Laurel has had an established Flood Insurance Rate Map (FIRM) since 1982. This map was most recently updated in November of 2013.

Most of the Laurel planning area is outside the 100-year floodplain. The areas within the 100-year floodplain include many properties directly abutting the Yellowstone River and its tributaries, some irrigation and stormwater ditches running through the city, and portions of downtown Laurel along Main Street as well as directly adjacent side streets. Laurel's Riverside Park is also within the floodplain.

Wetlands

Wetlands are ecosystems that are flooded by water permanently or seasonally. Wetlands have unique vegetation, wildlife, and hydric soils.

Wetlands near Laurel include riparian areas along the Yellowstone and Clark's Fork Rivers, marshes, spring seeps, and prairie potholes. Wetlands have historically been obstacles and have been removed whenever possible. Much of Laurel and the surrounding area suffers from high groundwater. Close attention must be paid to high groundwater and its impacts on public utilities such as water lines, sewer lines, and stormwater drainage systems. It is vital to understand wetlands and their traditional role in the environment to better plan for growth and development.

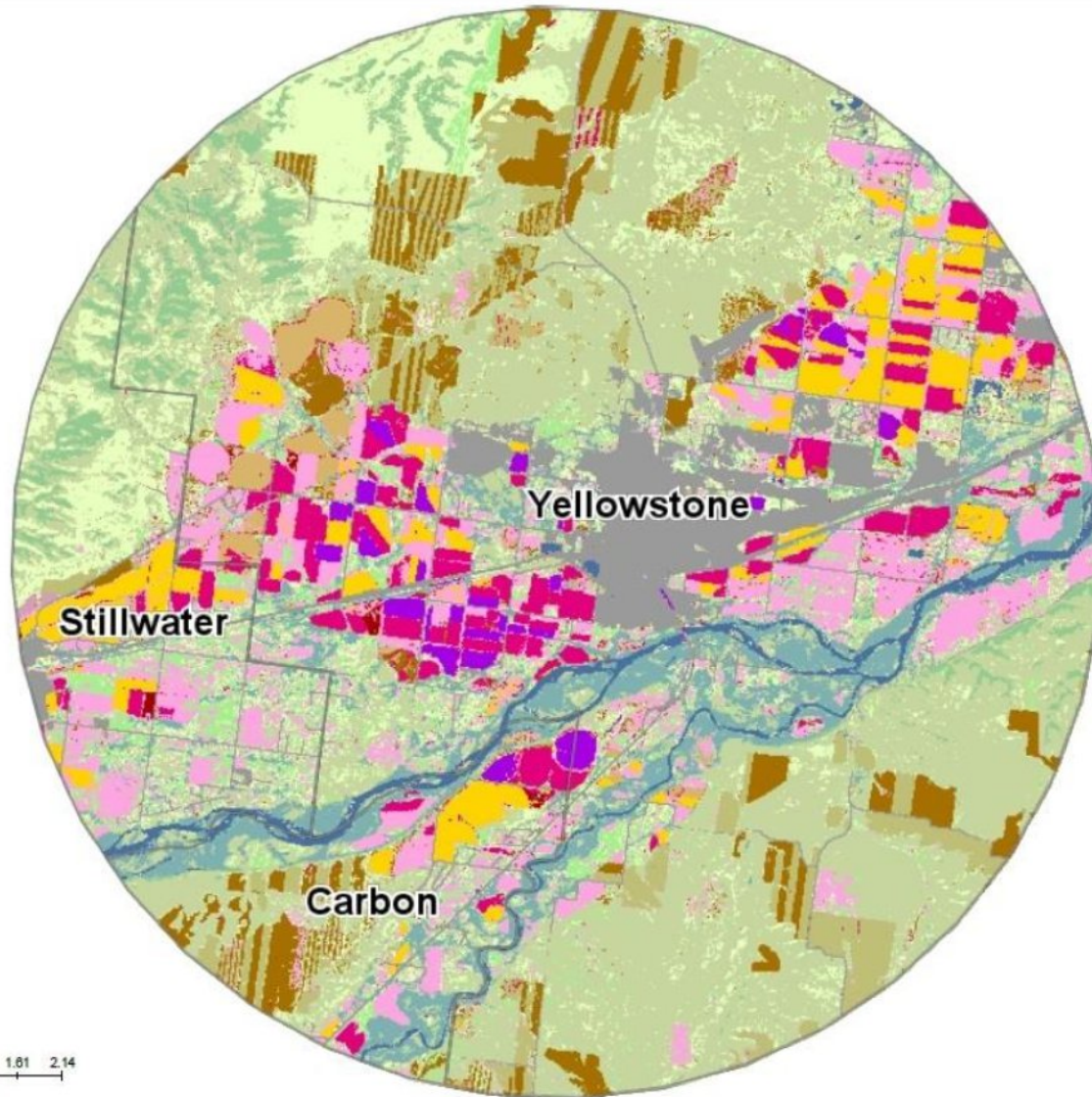
Agricultural Land

The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) defines prime farmland as land with the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops. These crops also have the soil quality, growing season, and moisture supply needed to produce economically sustained high crop yields when managed appropriately.



Laurel and Yellowstone County have been home to agricultural farms and ranches since the beginning of European settlement in the area. There a vast amount of agricultural farmland within the Laurel planning jurisdiction itself. The map below presents the varieties of crops in the Laurel planning area.

Laurel - Crop Data

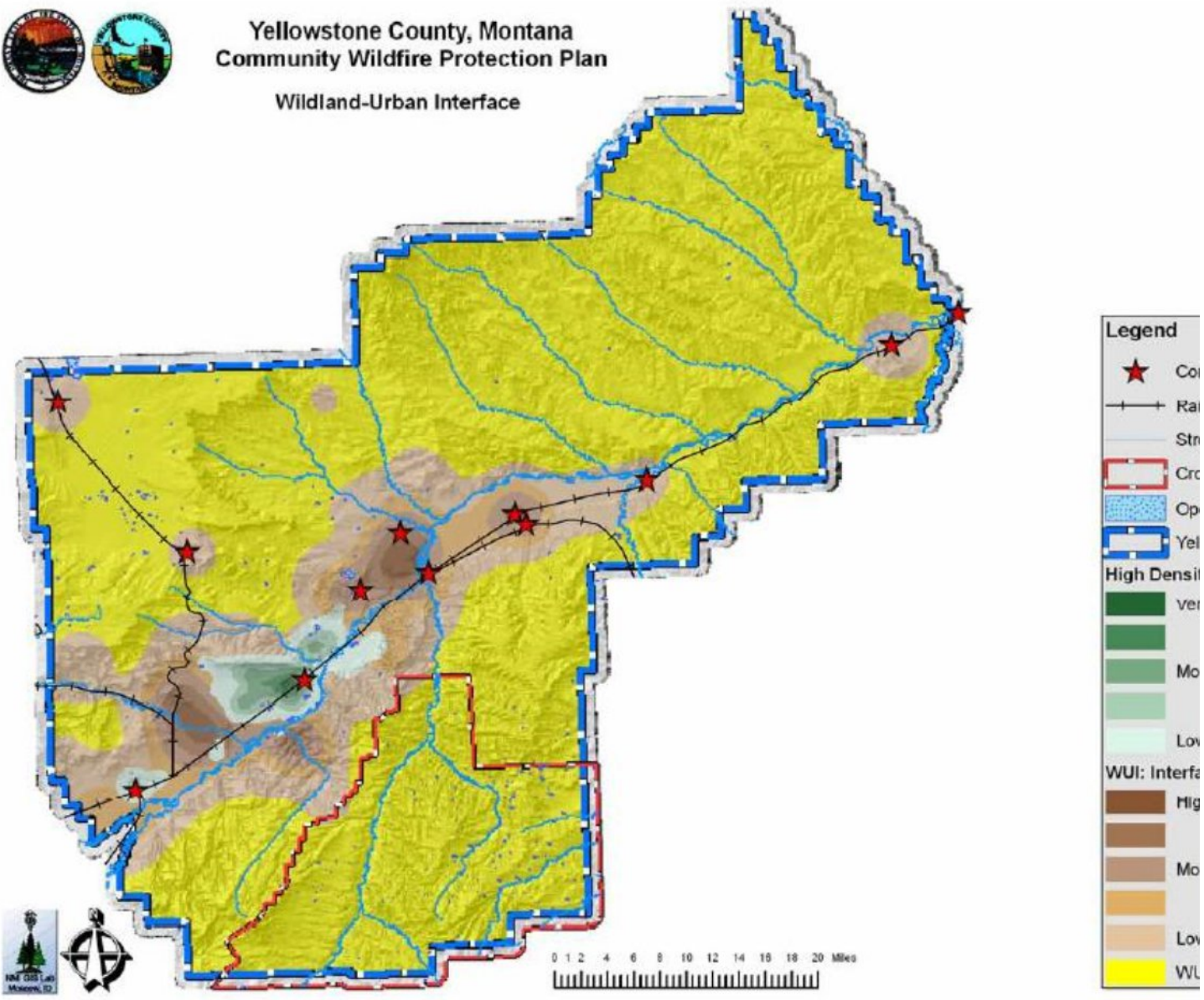


Wildland-Urban Interface and Significant Infrastructure



Yellowstone County, Montana
Community Wildfire Protection Plan

Wildland-Urban Interface



Wildland-Urban Interface

Laurel was part of the planning process for the Community Wildfire Protection Plan in 2006. A Wildland-Urban Interface (WUI) map was prepared as a part of this process. The planning process's goal was to improve fire prevention, reduce hazardous fuels, restore, fire-adapted ecosystems, and promote community assistance.

Yellowstone County has a diverse ecosystem with an array of vegetation that has developed with, and adapted to, fire as a natural disturbance. Decades of wildland fire suppression and long-standing land-use practices have altered the plant community. They have resulted in dramatic shifts in the types of fires and local species composition. Rangelands and farmland in Yellowstone County have become more susceptible to large-scale, high-intensity fires that threaten life, property, and natural resources because of these long-term practices.

Floodplain

Floodplain – The area of the Regulated Flood Hazard Area including and adjoining the watercourse or drainway that would be covered by the floodwater of a Base Flood. The area is partitioned into a Flood Fringe and Floodway where specifically designated. See Regulated Flood Hazard Area.

Floodway – The identified portion of the Floodplain of the Regulated Flood Hazard Area that is the channel and the area adjoining the channel that is reasonably required to carry the discharge of the Base Flood without cumulatively increasing the water surface by more than one half foot.

Regulated Flood Hazard Area – A Floodplain whose limits have been designated pursuant to Part 2, Chapter 5 of Title 76, MCA, and is determined to be the area adjoining the watercourse that would be covered by the floodwater of a Base Flood. The Regulated Flood Hazard Area consists of the Floodway and Flood Fringe where specifically designated.

The purpose of Floodplain Hazard Management Regulations is to promote public health, safety and general welfare of the residents and minimize public and private losses due to flood conditions in Regulated Flood Hazard Areas. These Regulations are intended to:

- Protect human life and health.
- Minimize expenditure of public money for costly flood control projects;
- Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- Minimize prolonged business and public service interruptions.
- Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges;
- Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood disruptions; and to

- Ensure compliance with the minimum standards for the continued participation in the National Flood Insurance Program for the benefit of the residents.

The Regulated Flood Hazard Area includes areas specifically identified, labeled and illustrated on maps such as Floodplain, Floodway, or Flood Fringe that have differing uses allowed and minimum building standards that apply. The Regulated Flood Hazard Area is the geographic area inundated by the Flood of 100-year Frequency illustrated and depicted in the referenced studies and maps.

The Regulated Flood Hazard Area supporting study and maps illustrating the regulatory area are based on studies and maps that have been specifically adopted pursuant to 76-5-201et.seq. The maps and accompanying study become the Regulated Flood Hazard Area only when formally adopted by DNRC and subsequently by the political subdivision by these regulations. The original source of studies and data may be from a Flood Insurance Study by FEMA, or other studies by Corps of Engineers, Soil Conservation, United States Geological Service or other federal or state agency.

Within the Regulated Flood Hazard Area, subdivisions including new or expansion of existing manufactured home parks, must be designed to meet the following criteria:

- The Base Flood Elevations and boundary of the Regulated Flood Hazard area must be determined and considered during lot layout and building location design;
- Locations for future structures and development must be reasonably safe from flooding;
- Adequate surface water drainage must be provided to reduce exposure to flood hazards;
- Public utilities and facilities such as sewer, gas, electrical and water systems must be located and constructed to minimize or eliminate flood damage; and
- Floodplain permits must be obtained according to these regulations before development occurs that is within the Regulated Flood Hazard Area.

Natural Resource Goals and Objectives

Goal 1: Protect Laurel's natural resources and traditional environment

- ❖ Provide options for landowners for conserving portions of their land while developing others
- ❖ Achieve a balanced pattern of growth to ensure environmental concerns are considered during the development
- ❖ Manage the local water resources as a healthy, integrated system that provides long-term benefits from enhanced environmental quality

Goal 2: Incorporate sustainable development patterns in the Laurel subdivision and land use codes

- ❖ Review and update existing zoning and subdivision regulations to ensure environmental preservation and conservation are addressed
- ❖ Review and update landscaping ordinances as needed to best suit Laurel's natural environment

- ❖ Manage rivers, floodplains, wetlands, and other water resources for multiple uses, including flood and erosion protection, wildlife habitat, recreational use, open space, and water supply

Goal 3: Connect with local, regional, and state agencies and stakeholders to improve the natural environment in and around Laurel

- ❖ Sponsor environmental cleanup and rehabilitation programs that include the City, school district, community organizations, and residents
- ❖ Participate in regional watershed studies to achieve adequate long-term flood protection
- ❖ Explore the possibility of creating a conservation corridor along the Yellowstone River

CHAPTER 15: GROWTH POLICY IMPLEMENTATION

Overview

The 2020 Laurel Growth Policy is a significant upgrade of the existing Growth Management Plan. The previous Growth Management Plan provided very useful information regarding existing community characteristics as well as trends that had future implications for the community, but it did not provide specific recommendations regarding how the community might best address existing and emerging issues.

The content of this chapter is critical to compliance with state law and provides necessary details for the Laurel community to be eligible for various funding programs and resources. The chapter is organized into two primary sections as follows:

1. Section 1: Identification of tools available to Montana cities to help implement the growth policy; and
2. Section 2: Fulfills a specific requirement in Montana State Law requiring growth policies to evaluate jurisdictional subdivision regulations in the following three ways:
 - a. Identification of how local government defines various impact assessments as specified in the law
 - b. Addressing how public hearings for proposed subdivisions will be conducted, and
 - c. Addressing how the local government will make decisions with respect to various impact assessments

In addition, the second section identifies specific objectives, policies, and strategies for six planning topic areas which are also outlined throughout the Growth Policy text:

- ❖ Land Use
- ❖ Housing
- ❖ Infrastructure
- ❖ Economic Development
- ❖ Public Facilities and Services
- ❖ Intergovernmental Coordination

In some cases, the topic areas identify specific resources and programs that are available to help implement strategies identified for each topic area. Objectives are also listed, and for each identified objective, there are recommended implementation measures. The implementation measures are either recommended policies or strategies. Recommended policies reflect the intent of how a governing body might address a planning topic or issue through policy. Strategies reflect a specific course of action that a governing body might utilize to address a specific planning topic or issue.

Implementation Tools

This section identifies several types of Growth Policy implementation tools. Generally, there are five types of tools at a local government's disposal to help implement a growth policy. They include:

- ❖ **Regulations:** Regulations are generally outlined and authorized by Montana Code Annotated (MCA) and adopted into law by local government.

- ❖ **Policies:** The Growth Policy and other adopted plans contain policies that express the community’s interest in pursuing a course of action on topics and issues. Unlike regulations, local government has discretion in the implementation of policies.
- ❖ **Government Finance:** Government finance tools represent the community’s financial commitment to fund the implementation of policies and strategies outlined in the Growth Policy.
- ❖ **Education:** Educational tools, such as the growth policy itself, include several activities that inform the public, appointed officials and elected officials that facilitate effective decision making.
- ❖ **Coordination:** Coordination tools are voluntary measures in the local government or between a local government and other local, state and federal government or agency that result in more efficient and effective delivery of services or a shared response to a common concern.

A discussion of each of the types of growth policy implementation tools is provided below. The tools described are not all inclusive but rather are intended to provide examples of tools that are commonly used by communities in Montana. Several of the tools are already being utilized by the City of Laurel. The tools not in use may be considered as additional means to advance the implementation of the Growth Policy.

Regulatory Tools

Subdivision Regulations

MCA requires counties to adopt subdivision regulations that comply with the Montana Subdivision and Platting Act. Subdivision regulations control the creation or modification of the division of land into new parcels or tracts. They also control the design of subdivisions and provide standards for adequate provision of infrastructure without adversely impacting public services and natural resources.

The City of Laurel has adopted subdivision regulations that are enforced in the City or on lands proposed for annexation into the City. Subdivision regulations will need to be updated to be consistent with this Growth Policy and must include any amendments made during the 2020 Montana Legislative session.

Zoning Regulations

Zoning regulations are a common regulatory tool to control land use. One of the primary purposes of zoning regulations is to minimize land use incompatibility. Zoning regulations also establish standards that limit the density or intensity of development as well as other characteristics of development such as off-street parking, signs, lighting, site layout, etc. Zoning regulations are supplements to a zoning map that establishes zoning districts in the jurisdiction. The zoning map provides the means to separate incompatible land uses and zoning regulations mitigate potential land use incompatibilities at the boundaries separating different zoning districts.

The City of Laurel adopted zoning regulations in 2001. Over the years, several amendments have been made. The city is in the process of reviewing a comprehensive update to the zoning regulations as prepared by their planning consultant. ~~Pursuant to MCA, the City of Laurel can establish extraterritorial zoning jurisdiction up to one mile beyond the city limits if Yellowstone County and the city create the extraterritorial area and provide for joint administration.~~

The area around the City of Laurel's city limits was previously believed to an extra-territorial zoning jurisdiction up until recently when state statues were reviewed and it was discovered that MCA 76-2-310 does not give the City of Laurel the right to adopt extra-territorial zoning beyond municipal boundaries.

MCA 76-2-310 states "Extension of municipal zoning and subdivision regulations beyond municipal boundaries. (1) Except as provided in 76-2-312 and except in locations where a county has adopted zoning or subdivision regulations, a city or town council or other legislative body that has adopted a growth policy pursuant to chapter 1 for the area affected by the regulations may extend the application of its zoning or subdivision regulations beyond its limits in any direction subject to the following limits:

- (a) up to 3 miles beyond the limits of a city of the first class as defined in 7-1-4111;
- (b) up to 2 miles beyond the limits of a city of the second class; and
- (c) up to 1 mile beyond the limits of a city or town of the third class

Yellowstone County has adopted subdivision regulations for the planning jurisdiction around Laurel city limits and therefore the City cannot extend it's zoning regulations beyond it's municipal boundaries. Yellowstone County has enforced the adopted subdivision regulations for lands outside the City of Laurel limits and has historically approved or denied the subdivision of land in the area surrounding the City of Laurel.

Design Standards

Design standards are most often contained within zoning regulations but can also be established in subdivision regulations. The purpose of design standards is to enhance the appearance and functionality of a development. Overly restrictive design standards can impede development. If properly crafted, design standards can significantly enhance the built environment without placing undue burdens on a developer.

Floodplain Regulations

Floodplain regulations are intended to regulate the use of land located within an officially designated 100-year floodplain in order to protect buildings and occupants from the risks associated with flooding. Floodplain provisions are contained in the subdivision regulations. Some communities choose to participate in the National Flood Insurance Program Community Rating System (CRS). CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. Any community in compliance with the minimum requirements of NFIP may participate. Participation in the CRS results in discounted premiums for flood insurance policy holders; between 5 to 45 percent depending on the rating of proposed floodplain management activities, reducing the likelihood or magnitude of damage resulting from a flood.

Zoning Compliance Permits

Zoning compliance permits ensure that development activities comply with zoning regulations. The City of Laurel requires the issuance of zoning compliance permits for most types of improvements to private property.

Building Permits

Building permits are utilized to ensure that construction of buildings follows the State of Montana Building Code. Building permits are required for all buildings over two hundred (200) square feet. Most

residential building permits are issued by the City Building Inspector but permits for commercial or residential buildings with five or more dwelling units are issued by the State.

Policy Tools

Neighborhood or Area Plans

The Growth Policy can be further implemented by more detailed neighborhood or area plans. With the adoption of the Growth Policy, plans may be prepared that provide a greater level of detail for specific areas or issues as the City finds need.

Annexation Policy

A city expands its boundaries and its jurisdictional authority through the process of annexation. There are six different methods for annexation authorized by state statute (Parts 42 through 46 of Title 7, Chapter 2, MCA). Part 46 authorizes an annexation resulting from a petition from private property owners.

Cities use two tools to facilitate and guide future annexations. The first is a “Limits of Annexation” map that delineates the areas surrounding the city that can be reasonably supported by urban services and infrastructure. The map is prepared in coordination with the preparation of a capital improvements plan. The second is the use of annexation agreements. Entering into an annexation agreement with a property owner prior to the submission of development plans gives a local jurisdiction the opportunity to assign infrastructure and other costs associated with development of the annexed property.

Urban Planning Area

Urban planning areas are different than Extra Territorial/City-County Planning areas. An Urban Planning Area focuses on extension of infrastructure over a portion of the City-County Planning Jurisdiction and typically for a shorter time horizon than the jurisdictional area associated with the City-County Planning Jurisdiction.

Designation of an urban planning area is utilized for the extension of urban services as a jurisdiction grows. It delineates the geographic extent of how far outside the city limits the jurisdiction is prepared to extend urban services within a 10-year planning horizon. This is often accomplished by establishing an urban service area boundary beyond the city limits. The urban service area boundary is established in coordination with planned growth areas identified in the Growth Policy as well as the city’s capital improvement plan. This tool helps a city plan for future growth outside the city limits and puts property owners outside the city limits on notice of what areas will and will not be supported by the extension of urban services.

Urban Renewal Districts

The establishment of urban renewal districts facilitates redevelopment of specifically selected areas in the city. Title 7, Chapter 15, Part 42 of the MCA gives municipalities authority to establish urban renewal districts in areas that meet the statutory definition of “blighted” areas and authorizes the municipality to expend funds in the area to stimulate private investment.

Tax increment finance (TIF) districts are often used to recapture the city’s expenditure of funds for public improvements in the redevelopment area. TIF districts use the incremental increase in tax collections as blighted areas are redeveloped or other improvements are made to properties within the district. It is this increment that is used to retire debt to install the additional or new capital infrastructure.

Municipalities are required to prepare and adopt an urban renewal plan prior to establishing an urban renewal district. For more information see the TIF Section under Government Finance Tools.

Government Finance Tools

Capital Improvement Programs

City and county governments often program capital improvements on an annual basis. This is a reasonable practice for communities experiencing minimal or no growth activity. However, the use of a multi-year capital improvement program is an important tool to plan for public expenditures when communities are experiencing or anticipating high levels of growth. In such cases, a local government may establish a five-year capital improvement program. As noted above, a multi-year capital improvement program can support the establishment of urban service areas and facilitate negotiation of an annexation agreement.

Fee Incentives

The reduction or full waiver of municipal fees can be utilized to support implementation of specific growth policy goals and objectives. Often the financial incentive is used to support affordable housing or redevelopment projects. The tool can also be used to support specific economic development policy.

Impact Fees

An impact fee is a charge on development assessed at the building permit or zoning compliance permit stage of a project to assist the funding of new or expanded facilities that are needed to accommodate the development. Impact fees are used by communities anticipating or experiencing high levels of growth and are intended to maintain existing or minimum levels of service with minimal costs to existing property owners.

Impact fees can be assessed for a wide range of community services including but not limited to public safety (EMS, police and fire), public works (sewer, water, transportation and drainage facilities), recreation, libraries, etc. Citizens who are assessed impact fees need to receive benefit from impact fee expenditures within a reasonable period, which most often is five years.

Local Government Owned Land

Land that is owned by local government, including school districts, is a valuable resource that can be used to implement growth policy goals and objectives. Undeveloped public land may be used to financially leverage private development that meets a community's high demand need. By reducing or eliminating land acquisition costs the jurisdiction provides a significant financial incentive to facilitate development that supports the implementation of land use, housing or economic development policy. When this implementation tool is used the local government should consider entering into a development agreement to ensure the developer provides the desired outcome.

Tax Increment Financing (TIF)

Tax Increment Financing (TIF) was first authorized by the Montana legislature in 1974. It is a locally-driven funding mechanism that allows cities and counties to direct property tax dollars that accrue from new development, within a specifically designed district, to community and economic development activities within that district. It is intended as a tool that can encourage and support investment in areas where growth has been hindered by a lack of infrastructure and/or the presence of blight.

TIF does not increase property taxes for individuals and businesses located within a designated district. It only affects the way that taxes are distributed after they have been collected. A base taxable value is determined upon the establishment of a TIF district, and any additional tax revenue that accrues due to new development over a specified time frame is used to finance a variety of district improvements.

Eligible improvement activities include:

- ❖ Land acquisition
- ❖ Rehabilitation and renovation
- ❖ Demolition and removal of structures
- ❖ Planning, marketing, and analysis
- ❖ General redevelopment activities
- ❖ Constructing, improving, and connecting to infrastructure

Education Tools

Planning Studies and Data Collection

The Growth Policy provides significant information and data on the community's various characteristics. It also provides an extensive list of policies and strategies to implement growth policy objectives. In most cases the information and data contained in the growth policy will be enough to justify and implement the policies and strategies.

However, there may be cases where the community will need to conduct more detailed follow-up planning studies and collect additional information to support an implementation activity. Establishing impact fees or urban renewal districts are examples of implementation measures requiring additional study. As discussed below, ongoing collection of data will support Growth Policy monitoring.

Growth Policy Monitoring

The recommended policies and strategies contained in the Growth Policy are based on an assessment of current information and data. Policies and strategies remain relevant so long as conditions in the community are aligned with current trends. However, unanticipated circumstances or opportunities are likely to arise that will warrant a re-evaluation of policies or strategies whether they have been implemented or not. To support a re-evaluation of policies or strategies, data that is applicable to planning topics should be collected and reported on an annual basis. This data will, in effect, provide community indicator information allowing the community to identify the emergence of new trends.

It is recommended that the City consider preparation of an annual community indicator report that can be used to support an evaluation of the level of success in achieving community goals and objectives, and an assessment of the need to implement or revise selected policies and strategies contained in the Growth Policy. Annual community Indicator reports also provide valuation information that can be used in the next update of the Growth Policy. The reports can also be used to justify need when requests for outside funding are made.

Community indicator reports should provide information that can be compared to information contained in the Growth Policy, so change can be measured. Annual community indicator reports should include, but are not limited to an assessment and review of the following information:

- ❖ Building permits for new housing
- ❖ Volume of sales of residential property (Laurel Real Estate MLS Service)
- ❖ Crime statistics (Laurel Police Department)
- ❖ Client caseloads for senior citizen programs (Yellowstone County Council on Aging)

- ❖ Number and type of new or expanded businesses
- ❖ Number and type of new jobs created (Montana Department of Labor and Industry)
- ❖ Tax revenue
- ❖ School enrollment
- ❖ Levels of participation in recreational programs
- ❖ Remaining capacity of sewer treatment facilities
- ❖ Remaining capacity of the landfill
- ❖ Updated population projections prepared by the Montana Department of Commerce
- ❖ Annual departmental budget reports/requests
- ❖ Medical Facility programming/services

Coordination Tools

Intra-Governmental Coordination

The functions of local government are logically divided into departments. The departmentalization of local government services tends to discourage the sharing of information and coordination between departments. Too often synthesizing information from the various departments to get a holistic view of the community is solely the responsibility of the elected officials and most often occurs during preparation of annual budgets. It is recommended that Laurel consider the timely sharing of department reports with staff members responsible for overseeing implementation of the Growth Policy.

In addition, the City might consider assigning individual departments the task of implementing or evaluating the need to implement recommended policies and strategies that most clearly impact those individual departments. This is an excellent way to spread ownership of the Growth Policy. Annual department reports can provide information on the status of recommended implementation activities. The City might consider including a Growth Policy Implementation section into each department budget, to institutionalize the community's commitment to Growth Policy implementation.

Intra-governmental coordination is also an effective tool to more efficiently deliver services. When leaders of each department meet periodically to share information and service delivery challenges, there is more opportunity to enhance coordination between departments and identify ways that staff, equipment and other departmental resources might be shared to mitigate service delivery challenges.

Inter-Governmental Coordination

The same principles discussed in the previous section apply to coordination between local governments and between local governments and regional, tribal, state and federal agencies. Inter-governmental coordination provides an opportunity to regularly share information about plans and programs and enhance working relationships.

The City might consider establishing a semi-annual meeting schedule with regional, state and federal agencies and a quarterly meeting schedule for local governments within the county. Individual County Commissioners and City Council members can be designated as the liaison for each agency and/or local government. The intangible benefits of this coordination are often the maintaining of open lines of communication and a greater mutual understanding of the perspectives and needs of the larger region and state.

Evaluation of Yellowstone County/Laurel Subdivision Regulations

An evaluation of the administration and standards contained in the Laurel Subdivision Regulations is required as part of the Growth Policy. There are three items that need to be evaluated per Title 76, Chapter 1, Part 6, 76-1-601(3)(h), MCA. 1).

1. How local government defines the various impacts assessments as specified in 76-3-608(3)(a),
2. How local government makes decisions with respect to the impact assessments as made, and
3. How public hearings for proposed subdivisions are conducted.

Impact Assessments: Definitions and Evaluation Factors

Local government subdivision regulations are required to review proposed subdivisions in accordance with the following criteria provided in 76-3-608(3)(a):

- ❖ The effect on agriculture
- ❖ The effect on agricultural water user's facilities
- ❖ The effect on local services
- ❖ The effect on the natural environment
- ❖ The effect on wildlife and wildlife habitat
- ❖ The effect on public health and safety

For each of the above criteria, applicable definitions and evaluative provisions contained in the subdivision regulations must be identified.

Effect on Agriculture

Agriculture is defined as all aspects of farming or ranching including the cultivation or tilling of soil; dairying; the production, cultivation, growing, harvesting of agricultural or horticultural commodities; raising of livestock, bees, fur-bearing animals or poultry; and any practices including forestry or lumbering operations, including preparation for market or delivery to storage, to market, or to carriers for transportation to market. The effect on agriculture is evaluated utilizing the following provisions:

1. Is the proposed subdivision or associated improvements located on or near prime farmland or farmland of statewide importance as defined by the Natural Resource Conservation Service? If so, identify each area on a copy of the preliminary plat.
2. Is the proposed subdivision going to result in removal of any agricultural or timber land from production? If so, describe.
3. Are there any possible conflicts with nearby agricultural operations (e.g., residential development creating problems for moving livestock, operating farm machinery, maintaining water supplies, controlling weeds or applying pesticides; agricultural operations suffering from vandalism, uncontrolled pets or damaged fences)? If so, describe.
4. Are there any possible nuisance problems which may arise from locating a subdivision near agricultural or timber lands? If so, describe.
5. What effects would the subdivision have on the value of nearby agricultural lands?

Effect on Agricultural Water User Facilities

Agricultural water user facilities are defined as those facilities which provide water for irrigation or stock watering to agricultural lands to produce agricultural products. These facilities include, but are not

limited to, ditches, head gates, pipes and other water conveying facilities. The effect on agricultural water user facilities is evaluated by the following provisions:

1. Are there any conflicts the subdivision would create with agricultural water user facilities (e.g. residential development creating problems for operating and maintaining irrigation systems) or would agricultural water user facilities be more subject to vandalism or damage because of the subdivision? Describe.
2. Are there any possible nuisance problems which the subdivision would generate regarding agricultural water user facilities (e.g. safety hazards to residents or water problems from irrigation ditches, head gates, siphons, sprinkler systems or other agricultural water user facilities)? Describe.

Effect on Local Services

Local services are defined as any and all services that local governments, public or private utilities are authorized to provide for the benefit of their citizens. The effect on local services is evaluated by the following provisions:

1. Are there any additional or expanded public services and facilities that would be demanded of local government or special districts to serve the subdivision? Describe.
2. Are there any additional costs which would result for services such as roads, bridges, law enforcement, parks and recreation, fire protection, water, sewer and solid waste systems, ambulance service, schools or busing, (including additional personnel, construction and maintenance costs)? Describe.
3. Who would bear these costs (e.g. all taxpayers within the jurisdiction, people within special taxing districts, or users of a service)?
4. Can service providers meet the additional costs given legal or other constraints (e.g. statutory ceilings on mill levies or bonded indebtedness)?
5. Are there off-site costs or costs to other jurisdictions that may be incurred (e.g. development of water sources or construction of a sewage treatment plant; costs borne by a nearby municipality)? Describe.
6. How does the subdivision allow existing services, through expanded use, to operate more efficiently, or makes the installation or improvement of services feasible (e.g. allow installation of a central water system or upgrading a country road)?
7. What are the present tax revenues received from the un-subdivided land?
 - a. By the County \$ _____
 - b. By the municipality, if applicable, \$ _____
 - c. By the school(s) \$ _____
8. What are the approximate revenues received by each above taxing authority if the lots are reclassified, and when the lots are all improved and built upon? Describe any other taxes that would be paid by the subdivision and into what funds (e.g. personal property taxes on mobile/manufactured homes are paid into the County general fund).
9. Would new taxes generated from the subdivision cover additional public costs?
10. How many special improvement districts would be created which would obligate local government fiscally or administratively? Are any bonding plans proposed which would affect the local government's bonded indebtedness?

Effect on Natural Environment

Natural environment is defined as the physical conditions which exist within a given area, including land, air, water, mineral, flora, fauna, sound, light and objects of historic and aesthetic significance. The effect on the natural environment is evaluated by the following provisions:

1. What are the known or possible historic, paleontological, archaeological or cultural sites, structures or objects which may be affected by the proposed subdivision? Describe and locate on a plat overlay or sketch map.
2. How would the subdivision affect surface and groundwater, soils, slopes, vegetation, historical or archaeological features within the subdivision or on adjacent land? Describe plans to protect these sites.
3. Would any stream banks or lake shorelines be altered, streams re-channeled or any surface water contaminated from sewage treatment systems, run-off carrying sedimentation, or concentration of pesticides or fertilizers?
4. Would groundwater supply likely be contaminated or depleted as a result of the subdivision?
5. Would construction of roads or building sites require cuts and fills on steep slopes or cause erosion on unstable, erodible soils? Would soils be contaminated by sewage treatment systems? Explain
6. What are the impacts that removal of vegetation would have on soil erosion, bank or shoreline instability?
7. Would the value of significant historical, visual or open space features be reduced or eliminated?
8. Are there any natural hazards the subdivision could be subject to (such as flooding, rock, snow or landslides, high winds, severe wildfires, or difficulties such as shallow bedrock, high water table, unstable or expansive soils, or excessive slopes)?
9. How would the subdivision affect visual features within the subdivision or on adjacent land? Describe efforts to visually blend the proposed development with the existing environment (e.g. use of appropriate building materials, colors, road design, underground utilities and re-vegetation of earthworks).

Effect on Wildlife and Wildlife Habitat

Wildlife is defined as those animals that are not domesticated or tamed, or as may be defined in a Growth Policy. Wildlife habitat is defined as the place or area where wildlife naturally lives or travels through. The effect on wildlife and wildlife habitat are evaluated by the following provisions:

1. What impacts would the subdivision or associated improvements have on wildlife areas such as big game wintering range, migration routes, nesting areas, wetlands or important habitat for rare or endangered species?
2. What effect would pet, or human activity have on wildlife?

Effect on Public Health and Safety

Public health and safety are defined as the prevailing healthful, sanitary condition of wellbeing for the community at large. Conditions relating to public health and safety include but are not limited to: disease control and prevention; emergency services; environmental health; flooding, fire or wildfire hazards, rock falls or landslides, unstable soils, steep slopes and other natural hazards; high voltage lines or high pressure gas lines; and air or vehicular traffic safety hazards. The effect on public health and safety is evaluated by the following provisions:

1. Are there any health or safety hazards on or near the subdivision, such as: natural hazards, lack of water, drainage problems, heavy traffic, dilapidated structures, high pressure gas lines, high voltage power lines or irrigation ditches? These conditions, proposed or existing, should be accurately described with their origin and location identified on a copy of the preliminary plat.
2. Would the subdivision be subject to hazardous conditions due to high voltage lines, airports, highways, railroads, dilapidated structures, high pressure gas lines, irrigation ditches and adjacent industrial or mining uses?
3. How will the subdivision affect the adjacent land use? Identify existing uses such as feed lots, processing plants, airports or industrial firms which could be subject to lawsuits or complaints from residents of the subdivision.
4. What public health or safety hazards, such as dangerous traffic, fire conditions or contamination of water supplies would be created by the subdivision?

In addition to the above factors, the subdivision regulations also require preparation of a community impact report on the following public services and facilities.

1. Education and busing
2. Roads and maintenance
3. Water, sewage, and solid waste facilities
4. Fire and police protection
5. Payment for extension of capital facilities

Public Hearing Requirements and Procedures

The subdivision regulations contain several sections that specify the procedural requirements for the following types of subdivision applications.

1. Divisions of land exempt from subdivision review
2. Review and approval procedures for minor subdivisions
3. Review and approval procedures for major subdivisions, including review and approval of preliminary and final plats
4. Expedited review of a first minor subdivision

The subdivision regulations apply to all jurisdictions within the county. The County is in the process of updating the subdivision regulations for consistency with all applicable enacted amendments to the MCA during the last three Montana legislative sessions. All procedural provisions, including those applicable to public hearings, are consistent with the current statutory provisions contained in the MCA.

Objectives, Policies and Strategies

A growth policy is a foundational document. It is intended to provide an overview of the community in terms of guidance for future planning. As a guiding document, the growth policy should encourage as many “finer point” studies and documents as possible to encourage refining of larger scope ideas.

Items outlined in the following tables are only options, and do not in any way obligate the governing body to pursue, fund or prioritize any given option or opportunity. Instead, the following are the recommended objectives and policies and strategies for each topic of the Growth Policy. For each policy and strategy, the entity responsible for implementation is identified and a recommended time frame for

implementation is provided. The entity listed first for each policy and strategy (in italicized type) is assigned the primary responsibility to initiate and follow-through with implementation measures. In a few cases, multiple entities are assigned the primary responsibility for implementation. Other listed entities for recommended policies and strategies are responsible for supporting the implementation measures. Four implementation time frames are provided:

1. Immediate (defined as within a year after adoption of the Growth Policy)
2. Short-term (defined as not later than two years after adoption of the Growth Policy)
3. Mid-term (defined as between two and four years after adoption of the Growth Policy)
4. Long-term (defined as prior to the future update of the Growth Policy in 5 years (2025))

Land Use Goals and Objectives

Goal 1: Conserve Open Space and Traditional Land Uses		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Encourage cluster developments to incorporate open space into new developments	Planning Dept City Council County Commission	Mid-term
Provide options for landowners for conserving portions of their land	Planning Dept City Council County Commission	Immediate
Study and Implement strategies to create an interconnected system of parks and greenways and open space that are accessible to area residents	Public Works Planning City Council County Commission	Mid-term Long-term

Goal 2: Develop downtown Laurel into a vibrant place to live, work, and play		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Encourage mixed uses for living, working, and shopping local	Planning Board County Commission City Council	Short-term
Identify priority parcels for infill development	Planning Board LURA	Mid-term
Implement Placemaking projects to create a more livable and enjoyable downtown	Planning Dept Chamber of Commerce LURA Public Works	Short-term Mid-term
Partner with local groups to support community businesses, events, and gatherings	City Council Planning Chamber of Commerce	Immediate
Connect with regional agencies to access project funding, receive technical support, and boost the visibility of Laurel development opportunities	City Council County Commission Planning Dept BSEDA	Long-term

Goal 3: Update Subdivision Code to meet the needs of Laurel and the surrounding area		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Provide clear and consistent standards	Planning Dept Zoning Commission Public Works Dept	Short-term
Ensure the proper scale and scope of regulations	Planning Dept Planning Board Zoning Commission	Mid-term
Include trails, open space, and greenway considerations in parkland subdivision review	Planning Dept Planning Board	Mid-term Long-term
Regularly review and update the Subdivision Code as needed to remain current	Planning Board City Council County Commission	Long-term

Goal 4: Update Zoning Code to provide for greater flexibility of allowable uses, clearer requirements, and more efficient land use		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Study the inclusion of different types of housing within residential districts	Planning Dept Planning Board	Mid-term
Update Overlay Districts, Parking Requirements, and the Sign Code to better fit the City's needs and character	Planning Dept Planning Board Public Works LURA	Short-term Mid-term
Allow mixed-use live/work opportunities in commercial areas	Planning Dept Planning Board	Short-term
Enable property owners to use their land more effectively and efficiently	Planning Board Planning Dept	Mid-term

Goal 5: Use long term planning documents to identify funding and address priority needs for infrastructure and development		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Establish an Annexation Plan to develop priority growth areas and strategies	City Council Planning Dept Public Works	Mid-term
Develop a Capital Improvement Plan for vital infrastructure to support the City as it grows	Public Works Planning Dept	Short-term

Goal 5: Use long term planning documents to identify funding and address priority needs for infrastructure and development		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Prepare a Commercial and Industrial Development Study for land adjacent to major transportation routes in the Laurel area	Planning Dept City Council County Commission	Mid-term

Annexation Goals and Objectives

Goal 1: Adopt a long-range view for the growth of the City		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Establish a growth-conscious set of policies to expand the City and its services	Planning Board City Council	Mid-term Long-term
Create priority growth areas for extension of services	Planning Board City Council	Immediate
Develop and approve an Annexation Plan for the Laurel Planning Jurisdiction	Planning Dept City Council BSEDA Beartooth RC&D	Short-term Mid-term

Goal 2: Mangle fiscal responsibility with established and proposed annexation standards		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Ensure that the established standards are right and proper for the City of Laurel	Planning Board County Commission City Council	Short-term
Ease the burden for developers to annex into the City while meeting established standards	Planning Board City Council	Mid-term
Allow greater flexibility in development patterns	Planning Board Planning Dept	Short-term Mid-term
Determine the cost and benefits of annexation	Clerk-Treasurer City Council Planning Dept Public Works	Mid-term

Housing Goals and Objectives

Goal 1: Encourage a mixture of housing types to meet the demand of all market sectors		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Maintain a diverse array of housing and affordability levels	Planning Dept	Immediate
Promote higher density housing types in the downtown area and adjacent to major transportation corridors	Planning Dept	Mid-term
Study mixed-use housing and other alternative housing types and styles	Planning Dept	Mid-term Long-term
Provide options for a full spectrum of housing from rentals to retirement housing	Planning Dept	Long-term

Goal 2: Provide information on housing-related grants, loans, and ownership programs		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Develop a list of resources for renters and homeowners	Planning Dept Montana Housing	Short-term
Collect information on federal, state, local, and philanthropic rental and homeownership programs	Planning Dept Montana Housing HUD	Short-term Mid-term
Advise Laurel area residents as to available support for housing, rent, and homeownership	Planning Dept	Immediate

Infrastructure Goals and Objectives

Goal 1: Maintain an effective and efficient public infrastructure system that adequately serves the needs of the City and County		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Develop a data-driven infrastructure maintenance schedule	City/County Public Works	Short-term
Determine any existing gaps in services and other infrastructure deficiencies within the City	City/County Public Works Planning	Short-term Mid-term
Adopt up-to-date infrastructure standards that are appropriate for the needs of the City	City/County Public Works	Short-term
Study using public spaces within floodplains, watercourses, and wetlands to be used as passive recreation areas such as parks and	Planning Dept Planning Board	Mid-term Long-term
Study the feasibility of recycling programs and other means to reduce solid waste	City/County Public Works Planning Dept	Mid-term
Incorporate stormwater system planning into roadway and other infrastructure planning processes	Planning Dept City/County Public Works	Mid-term Long-term

Goal 2: Establish the long-term capital and infrastructure needs for the City and County		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Develop a Capital Improvement Plan for the improvement and expansion of infrastructure	City/County Public Works City Council County Commission	Mid-term
Prepare a Water System Master Plan	Public Works Planning Dept	Mid-term Long-term
Create a Wastewater System Master Plan	Public Works Planning Dept	Mid-term Long-term
Complete a Stormwater Management Plan	City/County Public Works	Mid-term Long-term
Ensure infrastructure planning documents are routinely updated.	City/County Public Works	Long-term
Confirm that the established infrastructure priorities are adequate	City/County Public Works Planning City Council County Commission	Mid-term

Goal 3: Seek out possible funding sources for the expansion and improvement of infrastructure and essential community services		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Study the physical and financial needs for the extension of infrastructure to priority growth areas	Planning Dept Public Works	Mid-term
Collaborate with Montana agencies on major projects and studies	City Council County Commissioners	Immediate
Explore federal, state, and philanthropic infrastructure grant opportunities	City/County Public Works Planning Dept	Short-term
Determine positive impacts from the expansion and improvement of infrastructure	City/ County Public Works Planning Dept	Mid-term
Apply for funding opportunities that are appropriate for city and county priorities and projects and assist in keeping user fees reasonable	Public Works Planning Dept Clerk-Treasurer	Mid-term Long-term

Infrastructure Funding Opportunities:

Montana Department of Environmental Quality, Drinking Water State Revolving Fund Loan Program

The Montana Legislature established the Drinking Water State Revolving Fund (DWSRF) Loan Program for Drinking Water projects. The program provides at or below market interest rate loans to eligible Montana entities. The Department of Environmental Quality (DEQ) is the administering agency and assures the technical, financial and programmatic requirements of the program are met.

Eligible water projects include acquisition of land that is integral to the project, consolidating water supplies, engineering, new sources, treatment, source water protection, storage and distribution.

Eligible applicants are municipalities, public or private community water systems and non-profit, non-community water systems. The current interest rate for loans is 3.75 percent with payment schedules not to exceed 20 years. Drinking Water Projects qualifying as disadvantaged may extend the term up to 30 years.

Applications are accepted year-round. Preliminary engineering analysis must be reviewed prior to submittal of application.

Montana Department of Environmental Quality, Water Pollution Control State Revolving Fund Loan Program

The Montana Legislature established the Water Pollution Control State Revolving Fund (WPCSRF) Loan Program for water pollution control projects. The program provides at or below market interest rate loans to eligible Montana entities. Cooperatively, DEQ and DNRC administer the Water Pollution Control State Revolving Fund Loan Program.

Eligible water quality projects include wastewater treatment plant improvements, interceptors, collectors and lift stations, lagoon construction and rehabilitation, engineering and project inspection, and land used for disposal purposes. All projects must be included in a project priority list and intended use plan for the fiscal year in which funding is anticipated, and the ability to repay loan funding must be demonstrated.

Eligible applicants are municipalities for wastewater projects as well as municipalities and private entities for nonpoint source projects. The current interest rate for loans is 3.75 percent with payment schedules not to exceed 20 years. Water Pollution Control projects qualifying as disadvantaged may extend the payment term up to 30 years. Applications are accepted year-round. Preliminary engineering analysis must be reviewed prior to submittal of application.

Montana Department of Commerce, Treasure State Endowment Program Construction Grants (TSEP)

The Treasure State Endowment Program (TSEP) awards matching grants to local governments for construction of local infrastructure projects. TSEP construction grants provide help in financing infrastructure projects throughout Montana. Eligible applicants include incorporated cities and towns, counties, consolidated governments, Tribal governments and county or multi-county water, sewer or solid waste districts.

A dollar-for-dollar match is required, but in cases of extreme financial hardship where the public's health and safety are seriously affected, grants up to 75 percent of the project costs may be awarded. Matching funds can be public or private funds. Construction grant applications are limited to a maximum of \$750,000. Applications are typically due the first week of May on even numbered years.

US Department of Agriculture, Water and Environmental Load and Grant Program (WEP)

Water and Environmental Programs (WEP) loans and grants provide funding for drinking water, sanitary sewer, solid waste and storm drainage facility projects in rural areas and cities and towns of 10,000 or less. WEP also makes grants to nonprofit organizations to provide technical assistance and training to assist rural communities with their water, wastewater and solid waste problems. Eligible projects include construction, repair and expansion of water, wastewater, storm water and solid waste systems.

Public bodies, non-profit organizations and recognized Indian Tribes are all eligible applicants for the program. This funding opportunity is capped at 75 percent of total project costs. Applications are accepted on a continual basis.

Economic Development Administration, Public Works Grant Program

The Economic Development Administration (EDA) provides public works investments to support construction or rehabilitation of essential public infrastructure and facilities to help communities and regions leverage their resources and strengths to create new and better jobs, drive innovation, become centers of competition in the global economy and ensure resilient economies.

Eligible projects are those pertaining to water and wastewater systems that address national strategic priorities, assist economically distressed and underserved communities, demonstrate a good return on EDA's investment through job creation or retention, demonstrate or support regional collaboration and employ public-private partnerships to use both public and private resources and/or leverage complementary investments.

Eligible applicants include municipalities, counties, and Indian Tribes. The maximum award attainable is 75 percent of project cost. Application deadlines are variable and would need to be determined at the time of application.

US Department of Interior, Water Grant Program System Optimization Review Grant

The Water Program focuses on improving water conservation, sustainability and helping water resource managers make sound decisions about water use. It identifies strategies to ensure present and future generations will have enough clean water for drinking, economic activities, recreation and ecosystem health. The program also identifies adaptive measures to address climate change and its impact on future water demands.

Eligible projects include any plan of action that focuses on improving efficiency and operations on a regional or basin perspective. Eligible applicants include the state, Indian Tribes, irrigation districts, water districts or other organizations with water or power delivery authority.

A 50 percent match is required for this funding opportunity and the maximum award attainable is \$300,000.

Transportation Goals and Objectives

Goal 1: Preserve, maintain, and improve the existing transportation system		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Update the Long-Range Transportation Plan (LRTP)	Planning Dept City Council County Commission	Mid-term
Establish a systematic approach for the maintenance and repair of the road network.	City/County Public Works City Council County Commission	Short-term
Develop a Capital Improvement Plan to identify and prioritize significant transportation projects	City Council County Commission City/County Public Works	Short-term Mid-term
Establish a road network master plan to ensure street continuity, traffic flow, and neighborhood connectivity	Planning Dept Planning Board City/ County Public	Mid-term Long-term
Promote fiscal responsibility and high return on investment	Clerk-Treasurer City-Council County Commission City/ County Public Works	Immediate
Coordinate roadway improvement projects to coincide with underground infrastructure improvements	Public Works Planning Dept MDT	Immediate

Goal 2: Improve the mobility, safety, and accessibility of all users and modes of travel		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Implement bicycle and pedestrian improvements and traffic calming measures to transform the downtown area into a pedestrian-friendly place	Planning Dept City/County Public Works MDT	Mid-term Long-term
Create a looping bicycle/pedestrian trail and street system that connects different areas of Laurel	Planning Dept Planning Board	Long-term
Adopt pedestrian and multi-modal friendly transportation standards and safety measures	Planning Board Public Works City Council	Short-term Mid-term

Explore options to improve and expand the Laurel Transit program and strategies to create other multi-modal transportation	Planning Dept Clerk-Treasurer	Mid-term Long-term
Partner with local, regional, and statewide groups to further integrate Laurel into the more comprehensive passenger transportation network	Planning Dept Planning Board City Council	Long-term

Goal 3: Connect transportation decisions to land-use decisions		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Integrate land-use planning and transportation planning to manage better and develop the transportation network.	Planning Dept Public Works MDT City Council	Short-term
Utilize transportation projects to encourage intensive development patterns along significant routes and existing areas of the City	Planning Dept Public Works	Short-term
Adopt and implement consistent system policies and maintenance standards	Public Works City Council	Short-term
Ensure the development of a sustainable transportation system that minimizes environmental impacts	Planning Dept Planning Board City Council	Long-term

Economic Development Goals and Objectives

Goal 1: Develop downtown Laurel as a destination to live, work, and play		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Institute placemaking projects to further enhance district character	Planning Dept LURA Chamber of Commerce	Short-term
Increase live-work opportunities for current and future residents and businesses	Planning Dept	Long-term
Apply Tax Increment Financing (TIF) funding to beautification, blight removal, and public improvement projects	LURA Planning Dept City Council	Mid-term Long-term
Identify and find solutions for unused or underused parcels as candidates for development	Planning Dept LURA	Mid-term

Goal 2: Create a resilient local economy		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Strengthen core businesses and industries through communication and connections with technical support	Planning Dept Chamber of Commerce BSEDA	Immediate
Ensure that local economic activities are inclusive and accessible to all stakeholders	Chamber of Commerce BSEDA	Immediate
Implement policies that create stable and sustainable economic growth	Planning Dept City Council County Commission	Long-term
Work to highlight the shared benefits of working together as a community with local businesses stakeholders, and developers	Planning Dept Chamber of Commerce BSEDA	Immediate
Provide an economic ecosystem that allows for a wide array of businesses, industries, and developments to thrive	Planning Dept Chamber of Commerce Big Sky EDA Beartooth RC&D City Council County Commission	Mid-term Long-term

Study and implement policies to enhance local business demand and alternative strategies for value creation for the community	Chamber of Commerce BSEDA Beartooth RC&D	Long-term
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Goal 3: Collaborate with area organizations to support economic growth and local employment and training opportunities		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Communicate with local groups to determine any needs and assistance	Planning Dept BSEDA Beartooth RC&D	Immediate
Create partnerships with local and regional groups to fill local service gaps and create needed programming	City Council City/County Departments County Commission	Mid-term
Take part in events and workshops to support local business initiatives and activities	Planning Dept Chamber of Commerce City Council County Commission	Immediate Short-term
Establish common ground with local and regional groups to provide resources and assistance	BSEDA Planning Dept	Mid-term Long-term
Connect residents and businesses with like-minded economic, financial, and entrepreneurship resources and opportunities	Planning Dept BSEDA Chamber of Commerce	Mid-term Long-term

Goal 4: Study options for new commercial and industrial properties in anticipated high-growth areas		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Create a Corridor Master Plan for growth in and around the intersection with Old Route 10 and the West Laurel Interchange	Planning Dept City Council County Commission	Mid-term
Study options and determine priorities for the possible establishment of Tax Increment Financing Districts (TIFs) and Targeted Economic Development Districts (TEDDs)	City Council County Commission Planning Dept BSEDA Beartooth RC&D	Short-term Mid-term

Review and pursue opportunities for clustered commercial or industrial parks	Planning Dept BSEDA Beartooth RC&D City Council County Commission Chamber of Commerce	Short-term Mid-term
Develop funding strategies to provide services for priority growth areas.	Planning Dept City/County Public Works Clerk-Treasurer	Short-term Mid-term

Economic Development Funding Opportunities

Community Development Block Grant Program

Each year the US Entity of Housing and Urban Development (HUD) allocates grant funding to the Montana Department of Commerce for the Community Development Block Grant (CDBG) program. Funds are intended to benefit low or moderate-income persons, aid in prevention or elimination of slums or meet urgent community development needs. CDBG is broken into five different funding categories: Planning, Public Facilities, Housing and Neighborhood Renewal, Neighborhood Stabilization Program and Economic Development.

Eligible applicants include counties, incorporated cities and towns, and consolidated city-county governments. Deadlines are staggered throughout the year with planning grants being offered one year and construction grants the following year generally.

Montana Department of Commerce, Montana Main Street Program

The mission of the Montana Department of Commerce Main Street program is to be a coordinating resource for communities seeking to revitalize their historic downtown or core commercial districts and to provide technical assistance to communities of all sizes. The underlying premise of the Montana Main Street Program is to encourage economic development within the context of historic preservation.

In 2011, the project began gearing toward community development. The Montana Main Street Program was awarded a Preserve America sub grant from the Montana State Historic Preservation Office (SHPO) in 2011. The purpose of the grant was to focus on core and downtown planning and to build capacity under the Main Street program. It was this sub grant that focused the program toward community development.

Public Facilities and Services Goals and Objectives

Goal 1: Provide consistent and high-quality public services to the community		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Develop standard operating procedures to ensure consistency for city and county departments	City Council County Commission City/County Public Works Planning Dept EMS Fire Dept Police Dept Law Enforcement	Mid-term Long-term
Develop maintenance procedures for parks, facilities, and public areas.	City/County Public Works	Mid-term
Study current facilities and services to identify gaps and determine projected needs in services	City Council County Commission City/County Public Works	Mid-term

Goal 2: Respond to the changing nature of the community		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Plan for the expansion of public facilities in priority growth areas	Planning Dept City Council County Commission City/County Departments	Short-term Mid-term
Invest in public facilities that are accessible to everyone in the community	City/County Public Works	Long-term
Study how to improve city services to boost the quality of life for residents, businesses, and institutions	Planning Dept Public Works	Long-term

Goal 3: Work with city and county departments and local stakeholders to determine the priority expansion of public facilities and services		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Open lines of communication between city/county departments and local stakeholders to gather input on major projects	City/County Departments MDT County Commission City Council Chamber of Commerce	Immediate
Consider the public service requirements of large-scale projects before their approval and implementation	Planning Dept Public Works	Immediate
Develop plans for the expansion of Fire, Police Law Enforcement, and EMS facilities	Planning Dept City /County Public Works Fire Dept Police Dept Sheriff Dept EMS	Short-term Mid-term

Recreation Goals and Objectives

Goal 1: Develop parkland as an essential and enjoyable amenity for residents		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Ensure new developments have appropriate park space for recreation and general use	Planning Dept Public Works County Parks Board City Council County Commission	Immediate Short-term
Study how existing parks can be improved through new facilities, changed layouts, or additions	Public Works County Parks Board Planning Dept	Mid-term Long-term
Review current park infrastructure and determine if improvements are necessary to serve the needs of the surrounding area better	Public Works County Parks Board Planning Dept	Long-term

Goal 2: Promote Riverside Park as a vital historic, civic, and recreation resource for residents and visitors		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Adhere to the projects and strategies presented in the 2018 Riverside Park Master Plan	Planning Dept Public Works City Council	Immediate

Seek grant funding for structural and site improvements	Planning Dept City Council	Immediate
Develop historic markers for Riverside Park and its historic structures	Planning Dept YC Historic Pres. Board Western Heritage Center	Mid-term
Study options for connecting Riverside Park to the city proper through infrastructure improvements, civic engagement, or other means	Planning Department Public Works City Council	Long-term
Establish signage and marketing for the assets and resources of Riverside Park to area residents and visitors	Planning Dept YC Historic Pres. Board Western Heritage Center	Mid-term

Goal 3: Create an interconnected system of parks, greenspace, and trails that are accessible to all		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Create a city-wide Park System Master Plan to develop project priorities	Planning Dept Park Board	Mid-term
Consider the creation of a City Parks Department to oversee park operations and maintenance	Public Works Park Board City Council	Long-term
Identify unused land that can be transformed into green space or trails for use by the public	Park Board Public Works Planning Dept	Mid-term Long-term
Update the zoning and development codes to encourage the creation of bicycle and pedestrian trail corridors	Planning Dept	Short-term Mid-term

Natural Resource Goals and Objectives

Goal 1: Protect Laurel's planning jurisdiction and natural resources and traditional environment		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Provide options for landowners for conserving portions of their land while developing others	Planning Dept Planning Board City Council County Commission	Short-term Immediate
Achieve a balanced pattern of growth to ensure environmental concerns are considered during the development	Planning Dept	Long-term
Manage the local water resources as a healthy, integrated system that provides long-term benefits from enhanced environmental quality	Planning Dept Public Works Montana DEQ Montana DNRC	Immediate

Goal 2: Incorporate sustainable development patterns in the Laurel subdivision and land use codes		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Review and update existing zoning and subdivision regulations to ensure environmental preservation and conservation are addressed	Planning Board Planning Dept City Council County Commission	Short-term
Review and update landscaping ordinances as needed to best suit Laurel's natural environment	Planning Board	Mid-term
Manage rivers, floodplains, wetlands, and other water resources for multiple uses, including flood and erosion protection, wildlife habitat, recreational use, open space, and water supply	Planning Dept Planning Board City/County Departments	Immediate

Goal 3: Connect with local, regional, and state agencies and stakeholders to improve the natural environment in and around Laurel		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Sponsor environmental cleanup and rehabilitation programs that include the City, County , school district, community organizations, and residents	City Council County Commission	Mid-term
Participate in regional watershed studies to achieve adequate long-term flood protection	Planning Board City/County Departments	Long-term
Explore the possibility of creating a conservation corridor along the Yellowstone River	Planning Dept County Park Board County Commission	Long-term

Intergovernmental Coordination Goals and Objectives

Goal 1: Establish lines of communication with local, county, and state partners		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Create an accurate directory of government representatives and staff	Clerk-Treasurer City Planner	Immediate
Update governmental stakeholders regarding ongoing projects and work in the Laurel area	City Council County Commission Planning Dept	Short-term
Develop working relationships with legislators, staff, and stakeholders at different levels of government	City Council Department Heads	Immediate

Goal 2: Coordinate with local and regional institutions to support and grow the Laurel community		
OBJECTIVES	RESPONSIBLE ENTITY	TIME FRAME
Work with economic development groups to seize opportunities for business growth	Chamber of Commerce BSEDA Beartooth RC&D City Council	Immediate

Connect area businesses with institutions and governmental groups that can support their mission	Chamber of Commerce BSEDA Beartooth RC&D	Immediate
Communicate with area legislators to provide information on growth patterns and development in the Laurel area.	City Council Planning Dept	Short-term
Maintain open communications with state agencies and the Board of County Commissioners to confirm compliance with statewide codes and operational needs.	City Council Department Heads	Long-term

Ongoing inter-governmental coordination efforts will be maintained. The City of Laurel has inter-local agreements with the School District on cooperative efforts, the shared use of facilities, and other areas of mutual interest. The City interacts with a number of agencies and organizations including but not limited to the Laurel School District, Eastern Montana Drug Task Force (EMDTF), Fish, ~~Wildlife~~ Wildlife & Parks (FWP), Department of Environmental Quality, (DEQ), Department of Natural Resources and Conservation (DNRC), and the many departments and shared Yellowstone County jurisdictions.

It will be important to maintain regular communications between City officials and the many local, county, regional, and state groups to discuss ongoing efforts and coordination activities. The County Commissioners have a direct impact on the Laurel area through the four members they appoint to the Laurel City-County Planning Board. This is done due to the mixed city-county make-up of the Laurel planning area that encompasses the city as well as areas within the County jurisdiction. A copy of the 2020 Laurel Growth Management Policy will be submitted to the Yellowstone County Commissioners for review and comment prior to the official adoption by the City Council.

The 2023 update to the Laurel Growth Management Policy is rewritten to rebrand the policy as the Laurel-Yellowstone City-County Planning Jurisdiction Growth Management Policy. Changes to the policy were needed to incorporate properties outside the City of Laurel but within the planning jurisdiction. County departments were added to include the public services that are reflective in the area adjacent to the City of Laurel. The Growth Management Policy 2023 update will serve as a guiding document for the City and County Governments but in no way obligates either entity to strict adherence to this document.

RESOLUTION NO. 2024-01

LAUREL - YELLOWSTONE CITY COUNTY PLANNING BOARD

A resolution of the Laurel - Yellowstone City County Planning Board to recommend adoption of the 2023 Laurel - Yellowstone City County Growth Policy and implementation measures by the City of Laurel and the Yellowstone County Commissioners.

WHEREAS: The Yellowstone County Commission and the City of Laurel City Council tasked the Planning Board with the preparation of a Growth Policy for Laurel - Yellowstone City County Planning Jurisdiction, AND;

WHEREAS: The Planning Board approved an action plan incorporating public input and an approximate timeline for the adoption of an updated Growth Policy for Laurel - Yellowstone Planning Jurisdiction, AND;

WHEREAS: The Planning Board conducted a series of public meetings, surveys and outreach to encourage public participation in the preparation of the Growth Policy, AND;

WHEREAS: The Planning Board considered several strategies and policies that could be adopted by the County Commissioners and City Council to implement the Growth Policy, AND;

WHEREAS: The Planning Board encouraged both written and verbal testimony on issues and items of concern related to the future growth and development expected to occur during the life of the new Growth Policy. AND;

WHEREAS: The proposed Growth Policy addresses all of the statutory components of a Growth Policy found in §76-1-601 et. seq. MCA to the extent acceptable to the Planning Board, AND;

WHEREAS: The Planning Board did conduct a public hearings of the Growth Policy on December 20, 2023 and February 21, 2024. AND;

NOW THEREFORE BE IT RESOLVED, by the Laurel - Yellowstone City County Planning Board to recommend that the Governing Bodies of Yellowstone County and the City of Laurel, Montana Adopt the Laurel - Yellowstone City County Growth Policy in accordance with §76-1-604 MCA.

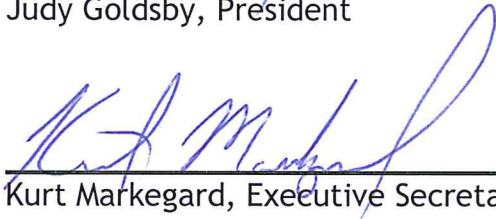
BE IT FURTHER RESOLVED, By the Laurel - Yellowstone City County Planning Board that the following regulations, policies, plans and strategies be considered by the County Commissioners to implement the Growth Policy:

- Subdivision Regulations;
- Design and Development Standards;
- Capital Improvements Planning;
- Economies of scale in the provision of local government services;
- Empower City/Town Governments;
- Comprehensive Economic Development Strategy.
- Zoning Regulations
- Floodplain Hazard Management Regulations.

Dated this 21th day of February 2024.



Laurel - Yellowstone City County Planning Board
Judy Goldsby, President



Kurt Markegard, Executive Secretary

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24-56

Resolution of Intent to Adopt Growth Policy Plan for the Area Around the City of Laurel

WHEREAS, pursuant to Section 76-1-601(2)(f)(iii) of the Montana Code Annotated, a board of county commissioners should review its growth policy plans for the planning board jurisdictions under its authority at least once every five years to determine whether they should be modified. Pursuant to Section 76-1-604(3)(a) of the Montana Code Annotated, if a board of county commissioners determines it should revise a growth policy plan, it should revise its growth policy plan through the same procedure it used to initially adopt the growth policy plan. To adopt a growth policy plan, the planning board must give notice of a public hearing, hold a public hearing and make a recommendation to the board of county commissioners on the adoption of the growth policy plan. The board of county commissioners must pass a resolution of intent, give notice of a public hearing, hold a public hearing, consider public comments and the recommendation of the planning board and pass a resolution that adopts the growth policy plan.

WHEREAS, on October 21, 2020, after a public hearing, the City of Laurel/Yellowstone County Planning Board recommended the City of Laurel Council adopt the 2020 Revised Growth Policy Plan for the City and the area around the City. On January 12, 2021, the City of Laurel Council adopted the plan. For an unknown reason, the Yellowstone County Board of County Commissioners did not adopt the plan. To rectify the situation, the Board of County Commissioners would like to adopt a growth policy plan for the area around the City. The Board of County Commissioners believed it could adopt the 2020 Revised Growth Policy Plan adopted by the City with some slight modifications. A growth policy plan is a pre-requisite for the County to have subdivision and zoning jurisdiction in an area. The County believes it has subdivision jurisdiction in the area around the City. The County would like to enact zoning jurisdiction around the City. To exercise subdivision and zoning jurisdiction around the City, the County needs to have adopted a growth policy plan for the area.

WHEREAS, on January 24, 2023, the Yellowstone County Board of County Commissioners passed a resolution for the City of Laurel/Yellowstone County Planning Board to create and make a recommendation on a growth policy plan for the area around the City. On March 8, 2024, the Planning Board provided the Board with a plan and a recommendation to adopt the plan.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners intends to adopt the growth policy plan recommended by the City of Laurel/Yellowstone County Planning Board for the jurisdictional area of the Planning Board around the City of Laurel. On April 2, 2024, the Board will hold a public hearing on the adoption of the plan. The Board orders the Yellowstone County Clerk and Recorder to provide notice of the hearing, make copies of the plan available to the public, receive written comments on the adoption of the plan and provide the comments to the Board before the hearing.

At the hearing, the Board will receive comments on the adoption of the plan and consider the comments and the recommendation from the Planning Board. After the hearing, if the Board believes that it is in the best interest of the public to adopt the plan, it will pass a resolution that adopts the plan. If the Board believes that it is not in the best interest of the public to adopt the plan, it will pass a resolution that does not adopt the plan.

Attached is a copy of the plan and the recommendation.

Passed and Adopted on the 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

Attachment

City of Laurel/Yellowstone County Growth Policy Plan
Recommendation

B.O.C.C. Regular**Meeting Date:** 03/19/2024**SUBJECT:** Longhorn Way Subdivision Preliminary Minor Plat**THROUGH:** Dave Green**FROM:** Dave Green**TOPIC**

Longhorn Subdivision Preliminary Minor Plat

INTRODUCTION

On February 15, 2024, WWC Engineering, applied for preliminary minor plat approval of Longhorn Way Subdivision. The subject property is generally located at the west end of Longhorn Way, northeast of the Billings Heights, west of Latigo Street. This parcel of land is zoned Rural Residential 3 (RR3). The land is currently dry land grass and shrub land with one house on a separate lot in the middle of the larger lot.

RECOMMENDATION

Staff recommends to the Board of County Commissioners conditional approval for the preliminary plat of Longhorn Way Subdivision and adoption of the Findings of Fact as presented in the staff report.

VARIANCE REQUESTED

No variance has been requested by the applicant.

PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety, prior to final plat approval, the applicant will receive approval from the MDEQ for the proposed water systems, septic systems and the proposed storm water management.
2. To provide a maintenance mechanism for the new section of public road and to protect public health and safety, prior to final plat approval, the applicant will petition to expand the existing RSID #674M for the future maintenance of the road.
3. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
4. To protect public health and safety and ensure compliance with Yellowstone County Zoning, prior to final plat approval, the applicant will, in the SIA, under the heading 'Conditions that run with the land', add a sentence to inform lot purchasers they are required to obtain a zoning compliance permit before any building on the lot.
5. 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.
6. The final plat shall comply with all requirements of the Yellowstone County Subdivision Regulations, rules, policies, and resolutions of Yellowstone County, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-application meeting October 5, 2023
- Preliminary plat application submitted to Planning Division on February 15, 2024
- Preliminary plat to Board of County Commissioners, March 19, 2024
- 35 working-day preliminary plat review period ends April 5, 2024

PLAT INFORMATION

General location: West end of Longhorn Way, northeast of the Billings Heights, west of Latigo Street

Legal Description: Tract 2A of Amended Tracts 1 and 2, COS 3709

Owner/Subdivider: Edward K. Chopp

Surveyor/Engineer: WWC Engineering

Existing Zoning: RR3

Proposed Zoning: Same

Existing Land Use: Vacant native grassland with a lot and home in the middle of the larger lot being subdivided

Proposed Land Use: Residential

Gross area: 18.01 acres

Net area: 17.70 acres

Proposed number of lots: 2

Max.: 10.12

Min.: 7.58

Parkland requirements: Parkland dedication is not required as this is a minor subdivision.

PLANNING BOARD PUBLIC HEARING DISCUSSION

A public hearing is not required for minor subdivisions. However nearby property owners may attend the Board of County Commissioners meeting to provide public comment. The Planning Division has received no public comments or questions regarding the proposed subdivision.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

See Attachment Findings of Fact

CONCLUSIONS OF FINDINGS OF FACT

See Attachment Findings of Fact

RECOMMENDATION

Staff recommends to the Board of County Commissioners conditional approval for the preliminary plat of Longhorn Way Subdivision and adopt the Findings of Fact as presented in the staff report.

Attachments

Findings of Fact

Proposed Plat

Draft SIA

FINDINGS OF FACT

The City-County Planning Division Staff has prepared the Findings of Fact for Longhorn Way Subdivision. These findings are based on the preliminary plat application and supplemental documents addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Yellowstone County Subdivision Regulations (YCSR).

A. What are the effects on agriculture, local services, the natural environment, wildlife and wildlife habitat and public health and safety (76-3-608 (3) (a) MCA) (Section 3.2 (H) (2) YCSR)

1. Effect on agriculture and agricultural water users' facilities

The subject property is not used for farming purposes. The developer will retain all water rights. There will be no effect on water user facilities with this subdivision.

2. Effect on local services

a. **Water** – The proposed subdivision is not located within any public water district. Each lot will use a cistern for domestic water use. Water systems will be installed meeting the requirements outlined in Section 4.9 of the Yellowstone County Subdivision Regulations and the MDEQ. **(Condition #1)** The operation and maintenance of the water system will be the responsibility of individual lot owners.

b. **Septic** - The proposed subdivision is not located within any public sewer district. The applicant is proposing to have each future property owner install individual septic systems. Septic systems will be installed meeting the requirements outlined in Section 4.9 of the Yellowstone County Subdivision Regulations and the MDEQ. **(Condition #1)** The operation and maintenance of the septic system will be the responsibility of the individual lot owner.

All private utilities, power, telephone, gas and cable television will be installed in the public right of way or easements identified on the plat.

c. **Streets and roads** – Roads within the subdivision will be built in 60-foot-wide right of way that is 190 feet long, it is an extension of Longhorn Way. It will be built with a 24-foot paved surface and 2-foot-wide shoulders on each side. Drainage ditches will be installed along the sides as required by MDEQ for stormwater management. **(Condition #1)** Longhorn Way is currently maintained by RSID #674M. This subdivision will be added to the RSIDM for road maintenance. **(Condition #2)**

Access to proposed Lot 1 will be from a 30-foot-wide driveway easement as shown on the proposed plat.

d. **Fire and Police services** – The property is within the BUFSA boundary. This subdivision will be provided fire service from the Billings Fire Department. There is a pressurized fire hydrant 200 feet from the east edge of the subdivision on Longhorn Way.

This subdivision is well within the required ½ mile road distance requirement for a water source for firefighting.

The Yellowstone County Sheriff's Department will provide law enforcement services to this subdivision.

e. **Solid Waste disposal** – The Billings Landfill has capacity for solid waste disposal. Solid waste will be collected and disposed of by a private garbage collection company. Each lot owner will be responsible for arranging for collection.

f. **Storm water drainage** – The storm water drainage will be collected onsite using a combination of swales and the natural slope of the land. Proposed storm water drainage shall be submitted to the MDEQ for review and approval prior to final plat. All proposed stormwater systems shall meet the requirements of Section 4.7 of Yellowstone County Subdivision Regulation's and the requirements of MDEQ. **(Condition #1)**

g. **School facilities** – The proposed subdivision is located within School District #52 for elementary school, Independent School. It is in School District #2 for middle school, Medicine Crow and high school, Skyview. At the time of the writing of these findings there was no response from School District #52 or #2 regarding capacity.

h. **Parks and recreation** – This proposed subdivision is not required to provide parkland as it is a minor subdivision.

i. **Postal Service** – The applicant will be required to coordinate with the USPS to ensure they are providing a safe location for the postal worker to deliver the mail and the residents to retrieve it. **(Condition #3)**

j. **Historic features** – No known historic or cultural assets exist on the site.

k. **Phasing of Development** - The applicant is not proposing to develop this subdivision in phases.

3. Effects on the natural environment

The development will use noxious weed control measures to prevent the spread of noxious weeds to adjacent developed or agricultural land. As required by County Subdivision Regulations Section 4.15 all county subdivisions are required to apply for and obtain a weed management plan with the County Weed Department. Any subdivision that has an existing Weed Management Plan are required to get an updated Weed Management Plan. The weed management plan has been completed and will be submitted with final plat.

There are no apparent or known natural hazards on the property.

4. Effects on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. A paragraph in the 'Conditions that Run with the Land' section of the SIA warns future lot owners of the

likely presence of wildlife in the area and their potential to damage residential landscaping.

5. Effects on public health and safety

Plans and designs for the water and septic system will be reviewed and approved by MDEQ prior home construction on each lot to ensure public health and safety.

Fire and emergency services are provided for this proposed subdivision from Billings Fire Department and the Yellowstone County Sheriff's department.

B. Was an environmental assessment required? If yes, what, if any, significant adverse impacts were identified? (76-3-603 MCA) (Chapter 9, YCSR)

A summary of impacts was not required for this subdivision pursuant Section 9.2 C 3 of the County Subdivision Regulations.

C. Does the subdivision conform to the Yellowstone County 2008 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan Update? [BMCC 23-302.H.4.]

1. Yellowstone County - 2008 Growth Policy

The subdivision is consistent with the following goals of the Growth Policy:

- Goal: Predictable land use decisions that are consistent with neighborhood character and land use patterns. (p. 6)

The subdivision is consistent with the type of residential development in the surrounding area.

- Goal: Controlled weed populations. (p. 9)

The developer shall complete a weed management plan and shall provide a re-vegetation plan for any ground disturbed by development.

2. 2023 Billings Urban Area Long Range Transportation Plan

The subject property maintains the road study area of the Transportation Plan. As proposed, the internal streets are neighborhood streets associated with this subdivision.

3. Billings Area Bikeway and Trail Master Plan (BABTMP)

This subdivision is outside the BABTMP boundaries for trails.

D. Does the subdivision conform to the Montana Subdivision and Platting Act (MSPA) and to local subdivision regulations? [MCA 76-3-608 (3) (b) and Section 3.2 (3) (a) YCSR]

The proposed subdivision meets the requirements of the MSPA and the YCSR. The subdivider and the local government have complied with the subdivision review and approval procedures that are set forth by local and state subdivision regulations.

E. Does the subdivision conform to sanitary requirements? [Section 4.8 (C) and 4.9

(C), YCSR]

The subdivision must receive approval from the MDEQ prior to any home construction on each lot. New parcels, without existing septic systems, are subject to MDEQ review.

**F. Does the proposed subdivision meet any applicable Zoning Requirements?
[Section 3.2 (H) (3) (e), YCSR]**

The proposed subdivision is within the County Zoning Jurisdiction. The lot is zoned RR3. Zoning compliance permits are required before construction of buildings on lots. **(Condition #4).**

G. Does the subdivision provide for necessary planned utilities? [MCA 76-3-608 (3) (c) and Section 3.2 (H) (3) (b), YCSR]

The applicant will coordinate with private utility companies to provide the required easements.

**H. Does the proposed subdivision provide for Legal and Physical Access to all lots?
[MCA 76-3-608 (3) (d) and Section 3.2 (H) (3) (c) (d), YCSR]**

Legal and physical access will be provided from Longhorn Way.

CONCLUSIONS OF FINDINGS OF FACT

- This subdivision does not create adverse impacts that warrant denial of the subdivision.
- Impacts to agriculture, agriculture water user facilities, local services, public health and safety, the natural environment, and wildlife should be minimal, and can be mitigated by reasonable conditions of final plat approval.
- The subdivision conforms to some of the goals of the Growth Policy.
- The applicant has complied with the MSPA and YCSR processes and the subdivision conforms to the law requirements.

RECOMMENDATION

Staff recommends to the Board of County Commissioners conditional approval for the preliminary plat of Longhorn Way Subdivision and adopt the Findings of Fact as presented in the staff report.

PLAT OF LONGHORN WAY MINOR SUBDIVISION

BEING TRACT 2A OF AMENDED TRACTS 1 AND 2, CERTIFICATE OF SURVEY NO. 3709 WITHIN SW1/4 SECTION 2, T.01N, R.26E., P.M.M., YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: EDWARD K. CHOPP
DATE SURVEYED: DECEMBER 2022
PREPARED BY: WWC ENGINEERING

LEGAL DESCRIPTION AND LANDOWNERS CERTIFICATE

Tract 2A of Certificate of Survey 3709, within the SW1/4 of Section 2, T.01N, R.26E., P.M.M., City of Billings, Yellowstone County, Montana, Filed as Document No. 3904054 in the Yellowstone County Office of Clerk and Recorder.

Said tract of land contains a gross area of 18.01 acres and net area of 17.70 acres, more or less, and is subject to any easements, reservations, or other encumbrances that have been legally acquired.

The above described tract of land is to be known and designated as LONGHORN WAY MINOR SUBDIVISION. The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies an easement for the location, maintenance, repair and removal of their line and other facilities in, over, under, and across the areas designated on this plat as "UTILITY EASEMENT" to have and to hold forever.

ACKNOWLEDGEMENT

Edward K. Chopp
State of _____)
County of _____) SS

On this _____ day of _____, 20____, before me, the undersigned a notary public for the State of _____, personally appeared Edward K. Chopp, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for the State of _____

CERTIFICATE OF COUNTY ATTORNEY

This Subdivision Plat has been reviewed by the County Attorney's Office and is acceptable to them.

Dated this _____ day of _____, 20____
Reviewed by _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify, pursuant to Section 76-3-611(1)(b), MCA, that all real property taxes and special assessments assessed and levied on the land described on this Subdivision Plat and encompassed by the proposed division have been paid.

Dated this _____ day of _____, 20____
Deputy Treasurer
Yellowstone County, Montana

CERTIFICATE OF SURVEYOR

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of November 2022, a survey was performed under the supervision of a tract of land to be known as PLAT OF LONGHORN WAY MINOR SUBDIVISION, in accordance with the request of the owner thereof and in compliance with the provisions of the Montana Surveying Act, and that the same is shown on the plat, that the monuments found and set are of the character and occupy the positions hereon.

Dated this _____ day of _____, 20____
Dave Collins
Registration Number 18626 LS

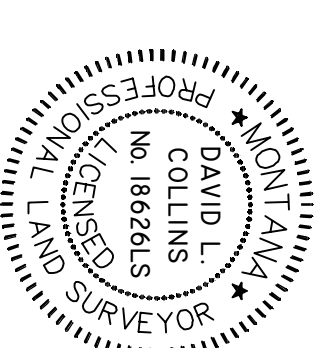
CERTIFICATE OF APPROVAL

STATE OF MONTANA)
County of Yellowstone) SS

We do hereby certify that we have examined the plat of LONGHORN WAY MINOR SUBDIVISION, and find that said plat conforms with the requirements of the laws of the State of Montana and approves it.

IN WITNESS WHEREOF, we have set our hands and the seal of Yellowstone County, Montana, this _____ day of _____, 20____

By: _____
Commissioner
By: _____
Commissioner
By: _____
Commissioner
Attest:
Clerk and Recorder



TRACT 4A OF C.O.S. 2012

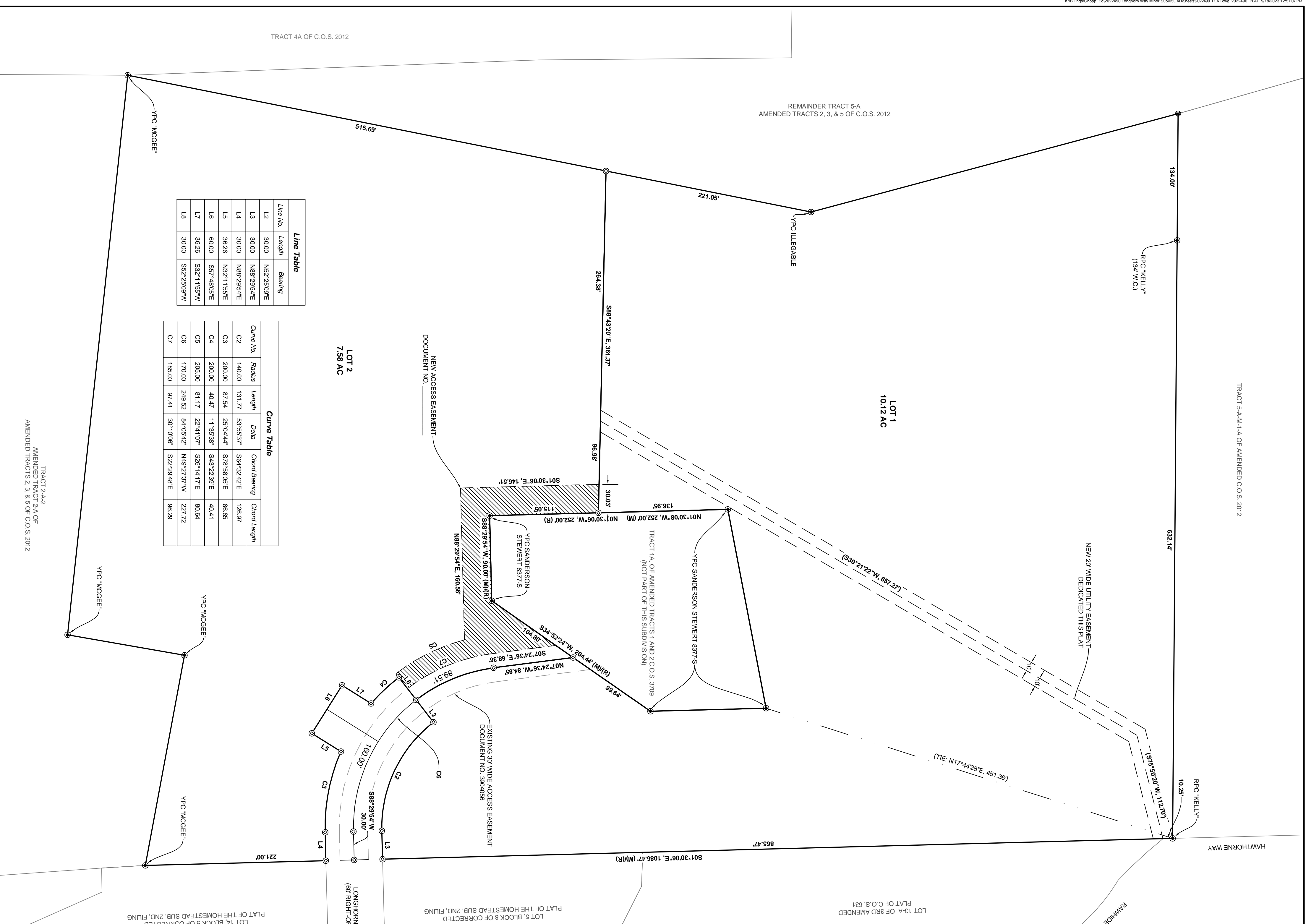
REMAINDER TRACT 5A
AMENDED TRACTS 2, 3, & 5 OF C.O.S. 2012

Line No.	Length	Bearing
L2	30.00	N52°25'59"E
L3	30.00	N88°29'54"E
L4	30.00	N88°29'54"E
L5	36.26	N52°11'55"E
L6	60.00	S57°48'05"E
L7	36.26	S32°11'50"W
L8	30.00	S52°25'09"W

Curve No.	Radius	Length	Chord Bearing	Chord Length
C2	140.00	131.77	S54°32'42"E	126.97
C3	200.00	87.54	S25°04'47"	86.85
C4	200.00	40.47	S43°22'39"E	40.41
C5	205.00	81.17	S24°11'07"	80.84
C6	170.00	249.52	S4°05'42"	227.72
C7	150.00	97.41	S07°10'06"	96.29

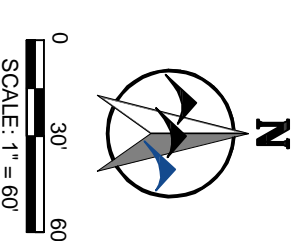
LOT 2
7.58 AC

LOT 1
10.12 AC



LEGEND

- FOUND PROPERTY CORNER AS NOTED
- SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP (COLLINS 18626LS)
- CALCULATED POINT (NOTHING FOUND OR SET) THE LINE
- NEW ACCESS EASEMENT CREATED WITH REFERENCE TO THIS SURVEY
- EXISTING ACCESS EASEMENT
- AMENDED PLAT BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- MEASURED BEARING AND DISTANCE
- RECORD BEARING AND DISTANCE (AMENDED TRACTS 1 AND 2, C.O.S. NO. 3709)



BASIS OF BEARING

Coordinate System: NAD83 (NAD83/SF)

Lambert Conformal Conic Projection (Single Parallel)

North American Datum 1983 (NAD83)

Standard Parallel & Grid Origin: 45°47'00"

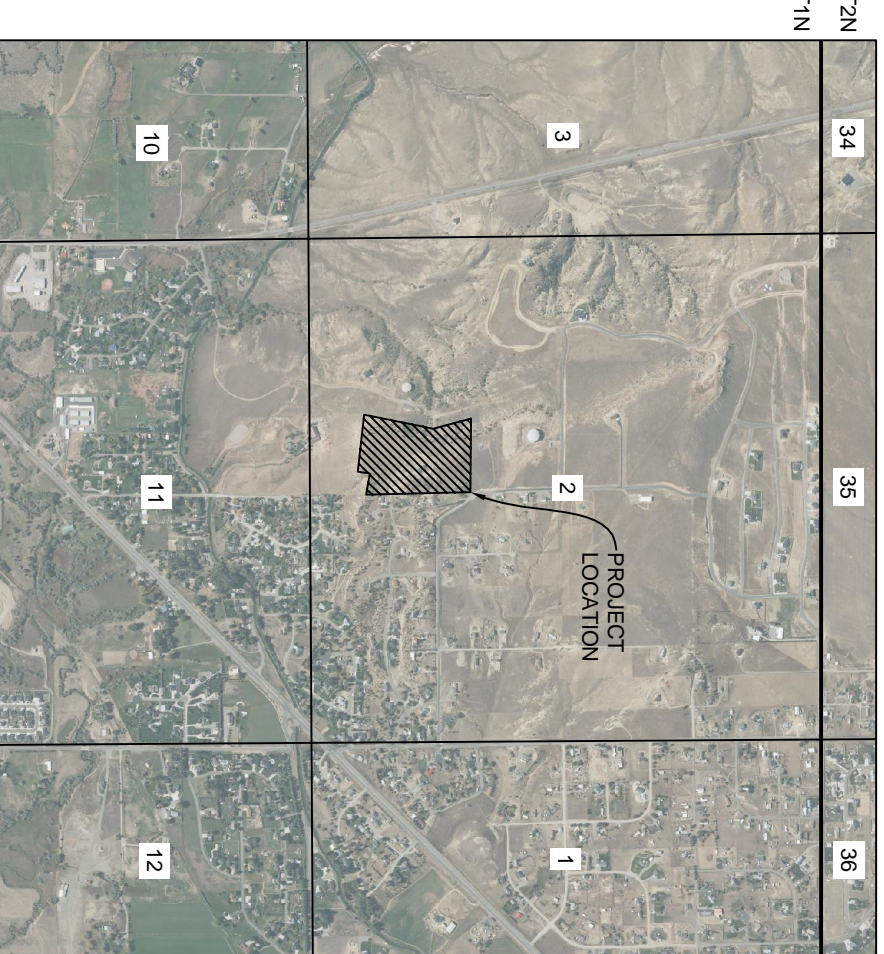
Central Meridian: 108°25'00"

False Northing: 50,000m

False Easting: 200,000m

Standard Parallel Scale: 1:0001515

VICINITY MAP
SCALE: 1" = 2000'



DRAFT

LONGHORN WAY MINOR
SUBDIVISION

ORTR.	SEC.	TWP.	RGE.
<input checked="" type="checkbox"/>	2	01N	26E

WWC ENGINEERING
505 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210

SUBDIVISION IMPROVEMENTS AGREEMENT

LONGHORN WAY MINOR SUBDIVISION

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LONGHORN WAY MINOR SUBDIVISION

This agreement is made and entered into this ____ day of _____, 20 ____, by and between *Edward Chopp*, whose address for the purpose of this agreement is **1303 12th Ave. W. Columbia Falls, MT 59912**, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY, Montana**, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on ____ day of _____, 20 ____, the Billings City/County Board of Planning recommended conditional approval of a preliminary plat of *LONGHORN WAY MINOR SUBDIVISION*; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20 ____, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *LONGHORN WAY MINOR SUBDIVISION*; and

WHEREAS, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to *LONGHORN WAY MINOR 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 Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

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

Subdivider requests no variances.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- B. 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.

- C. 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 shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner, or owners of the developments described herein. 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. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.
- H. Lot owners or their agent will obtain an Access Permit from County Public Works prior to any construction on any lot within the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the lot owner or their agent removing what has been installed and locating the access in an approved location at the lot owners' expense.

III. TRANSPORTATION

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

A. Streets

An extension of Longhorn Way, with 60-foot wide right-of-way, shall be extended 190 feet with a turnaround and built to county paved road standards and dedicated to the county. The extension of Longhorn Way, will be maintained by the existing county road RSID #674M. An access easement will be provided for the benefit of Lot 1 of this subdivision.

B. Traffic Control Devices

There are no traffic control devices required with this subdivision.

C. Access

Primary access to the subdivision will be from Longhorn Way.

D. Billings Area Bikeways and Trail Master Plan (BABTMP)

This subdivision is currently not included in the BABTMP therefore, no trails are required with this subdivision.

IV. EMERGENCY SERVICE

A fire hydrant is located approximately 200' East of the subdivision boundary on the north side of Longhorn way. Public access is provided off of Longhorn Way with a new turnaround for fire trucks being built within the subdivision.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the Chapter 4.70, Yellowstone County Subdivision Regulations, and a stormwater management plan shall be submitted to and approved by the Montana Department of Environmental Quality (MDEQ), or its designee.

Stormwater will be collected onsite using a combination of swales, culverts, and the natural slope of the land and delivered to onsite storm detention facilities. All stormwater facilities will have access easements to facilitate maintenance.

VI. UTILITIES

A. Water

In accordance with Section 4.9 Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by the MDEQ, or its designee.

Individual cisterns will be permitted for the lots. An approval letter from MDEQ will be submitted with the final plat. The maintenance and operation of the individual cisterns will be facilitated by the individual lot owner.

B. Septic System

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all proposed sanitary sewer systems must obtain approval by the MDEQ, or its designee.

Individual septic systems will be permitted. An approval letter from MDEQ will be submitted with the final plat. The maintenance and operation of the individual systems will be facilitated by the individual lot owner.

C. Power, Telephone, Gas, and Cable Television

The private utilities shall be installed within the provided easements. 20-foot-wide utility easement has been shown on the plat per the request of the utility companies.

VII. PARKS/OPEN SPACE

Parkland dedication is not required per MCA 76-3-621(3)d.

VIII. IRRIGATION

- All internal irrigation facilities will remain within the subdivision. No water rights will be transferred to the lot owners.

IX. WEED MANAGEMENT

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

- A Weed Management Plan must be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.
- A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

X. SOILS/GEOTECHNICAL STUDY

A geotechnical study is not required for this subdivision.

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

(In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost by one (1) of the methods listed in Chapter 5 of the Yellowstone County Subdivision Regulations. If using a security, describe the method in this section)

XII. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.
- 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 or to give any notice required herein, then the prevailing party or the party giving notice 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.
- G. Subdivider agrees to create any required (or expansion of existing) RSID(s) for future maintenance of all public (or common) constructed improvements prior to final plat approval

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

Edward K. Chopp

By: _____

Its: _____

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 Edward K. Chopp, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

This agreement is hereby approved and accepted by Yellowstone County, this ____ day of _____, 20 ____.

COUNTY OF YELLOWSTONE MONTANA

County of Yellowstone
Board of County Commissioners

By: _____
Chairman

Commissioner

Commissioner

Attest: _____
County Clerk and Recorder

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 Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

DRAFT

Waiver of Right to Protest

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 Rural Special Improvement Districts (RSID's), for a period of no more than twenty years from the recording of this waiver, which Yellowstone County 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:

LONGHORN WAY SUBDIVISION

Signed and dated this ____ day of _____, 20____ .

Edward K. Chopp

By: _____

Its: _____

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 Edward K. Chopp, the person who executed the forgoing instrument and acknowledged to me that he/she 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 in: _____
My commission expires: _____

B.O.C.C. Regular

Meeting Date: 03/19/2024

Title: Plat of Onyx Pointe Subdivision

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

Plat of Onyx Pointe Sundivision, Subdivision Improvement Agreement, Road and Utility Dedication, and Easement for Utility Lot Access

BACKGROUND:

Reviewed

RECOMMENDED ACTION:

Approve.

Attachments

SIA Onyx Pointe

ONYX Dedication

ONYX utility access

SUBDIVISION IMPROVEMENTS AGREEMENT
Onyx Pointe Subdivision
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Yellowstone County

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SUBDIVISION IMPROVEMENTS AGREEMENT

Onyx Pointe Subdivision

This agreement is made and entered into this ____ day of _____, 20__, by and between *Myron and Nancy Gross*, whose address for the purpose of this agreement is **21 Old Mill Road, Park City, Montana 59063**, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY**, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of *Onyx Pointe Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of *Onyx Pointe Subdivision*; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Board of County Commissioners (BOCC) conditionally approved a preliminary plat of *Onyx Pointe Subdivision*; and

WHEREAS, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to *Onyx Pointe 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 Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

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

No variances have been requested.

II. CONDITIONS THAT RUN WITH THE LAND

- A.** Lot owner and unit owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- B.** Lot owner and unit 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.
- C.** No water rights have been transferred to the lot owners.
- D.** There is attached hereto a Waiver waiving the right to protest the creation of the Rural Special Improvement District or districts (RSID) which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. 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.** Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.
- F.** Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- G.** When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- H.** Lot owner or their agent will obtain an Access Permit from County Public Works prior to any construction for the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the

requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the lot owner or their agent removing what has been installed and locating the access in an approved location at the lot owners' expense.

III. TRANSPORTATION

A. Streets

- The property has access to S 64th St. W. on the east side of the subdivision.
- S 64th St. W. is a paved County road approximately 23-feet wide.
- Internal access roads, Platinum Drive, Graphite Drive, Jade Drive, Titanium Drive, and Tungsten Drive, will be paved built to at least 24-feet in width with 2-foot gravel shoulders in 60-foot rights of way. Internal access roads will provide access to individual lots.
- An RSID will be established for the maintenance of the internal roads.
- Drainage ditches shall be constructed adjacent to the roadways in accordance to Yellowstone County Public Works and DEQ standards.

B. Sidewalks

- There are no existing sidewalks in the area and no sidewalks are proposed or required to be developed as part of this subdivision.

C. Street Lighting

- No street lighting is proposed or required to be developed as part of this subdivision.

D. Traffic Control Devices

- The Subdivider shall furnish and install street name signs for streets within the subdivision or located immediately adjacent thereto in accordance with the specifications of the County Public Works and the local Fire Department.

E. Access

- Access to the subdivision will be from S 64th St. W. Internal roads will provide access to each lot. Tungsten Drive provides for future connectivity to the North; Jade Drive provides for future connectivity to the south via an easement for future development.

F. Billings Area Bikeway and Trail Master Plan (BABTMP)

- The subdivision is within the BABTMP. There is a long-range bike lane identified on S. 64th St. W. This subdivision will not be responsible for building the bike lane.

G. Public Transit

- The area is not on a Billings MET Transit route.

IV. EMERGENCY SERVICES

- The subdivision is located within the Billings Urban Fire Service Area (BUFSA).
- A 30,000-gallon dry hydrant will be located within the subdivision off of Graphite Drive, west of Jade Drive. Drawings and specifications will be provided to the Billings Fire Department for review and approval. The tank will be tested and approved prior to final plat by the Billings Fire Department. The maintenance for the tank and dry hydrant will require the formation of an RSID for maintenance.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Section 4.7 of the Yellowstone County Subdivision Regulations and a stormwater management plan shall be submitted to and approved by the Montana Department of Environmental Quality (MDEQ), or its designee.

Utility Lot 1 and utility Lot 2 will include stormwater facilities. There is an easement on Utility Lots 1 and 2 granting the County access to maintain the stormwater infrastructure.

VI. UTILITIES

A. Water

In accordance with Section 4.9 Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by the MDEQ, or its designee.

- The Subdivision shall be supplied by individual wells located either on the lot it serves or within an easement on another lot. Lots served by wells not located on the lot will have a pump/piping system to supply water.

- The water distribution system shall conform to the standards set forth by the Yellowstone City-County Health Department and MDEQ.
- A MDEQ approval letter will be submitted with the final plat.

B. Sanitary Sewer

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all sanitary sewer systems must obtain approval by the MDEQ, or its designee.

- The Subdivision will utilize community drainfields, located on Utility Lots 3 and 4. The utility lots will be dedicated to the public and maintained through an RSID specific to the lots using the drainfields.
- The system shall conform to the standards set forth by the Yellowstone City-County Health Department and MDEQ.
- A MDEQ approval letter will be submitted with the final plat.

C. Power, Telephone, Gas, and Cable Television

- Power, telephone, and cable will all be located within the right-of-way and utility easements shown on the plat.

VII. PARKS/OPEN SPACE

The required parkland dedication requirement will be met by providing cash-in-lieu of parkland.

Private parkland within the subdivision will be maintained by the Homeowners' Association.

VIII. IRRIGATION

The property is not located within the boundary of an Irrigation District. No water shares will be transferred to the individual unit owners.

IX. WEED MANAGEMENT

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

The weed plan shall include the following and shall be referenced in this SIA:

- A Weed Management Plan must be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan

shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.

- A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

X. SOILS/GEOTECHNICAL STUDY

A geotechnical study is not required by the Yellowstone County Subdivision Regulations as part of this plat. Unit 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 limitation for proposed construction on the lots, which may require a geotechnical survey prior to construction.

XI. PHASING OF IMPROVEMENTS

There is no intended phasing of improvements. Internal roads and utilities will be constructed at the time of development.

XII. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

(In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost by one (1) of the methods listed in Chapter 5 of the Yellowstone County Subdivision Regulations).

XIII. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.
- 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 or to give any notice required herein, then the prevailing party or the party giving notice 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.
- G. Subdivider agrees to create any required (or expansion of existing) RSID(s) for future maintenance of all public (or common) constructed improvements prior to final plat approval.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

Myron Gross

By: Myron Gross

STATE OF MONTANA)
 : SS
County of Yellowstone)

On this 26th day of February, 2024 before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be *Myron Gross* who executed the foregoing instrument and acknowledged to me that he/she executed the same.

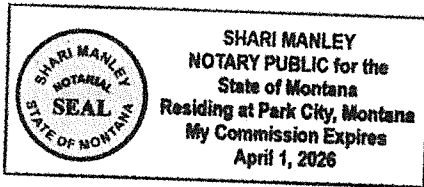
Shari Manley

Notary Public in and for the State of Montana

Printed Name: Shari Manley

Residing at: Park City MT 59063

My commission expires: April 1st 2026



“SUBDIVIDER”

Nancy J. Gross

By: Nancy J. Gross

STATE OF MONTANA)

: ss

County of Yellowstone)

On this 26th day of February, 2024, before me, a Notary Public in and for the State of Montana, personally appeared Nancy J. Gross, known to me to be Nancy J. Gross who executed the foregoing instrument and acknowledged to me that he/she executed the same.

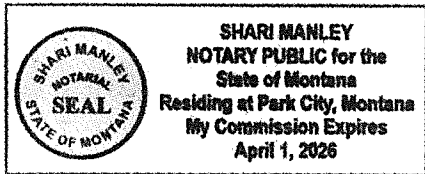
Shari Manley

Notary Public in and for the State of Montana

Printed Name: Shari Manley

Residing at: Park City MT 59063

My commission expires: April 1st 2026



This agreement is hereby approved and accepted by Yellowstone County, this ____ day of _____, 20__.

“COUNTY”
COUNTY OF YELLOWSTONE
MONTANA

County of Yellowstone
Board of County Commissioners

By: _____

Chairman

Commissioner

Commissioner

Attest: _____

County Clerk and Recorder

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 Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

Notary Public in and for the State of Montana

Printed Name: _____

Residing at: _____

My commission expires: _____

Waiver of Right to Protest

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 Rural Special Improvement Districts (RSID's) which the Yellowstone County may require for a period of twenty years from the date of this document's recording.

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:

Onyx Pointe Subdivision

Signed and dated this 26th day of February, 2024.

"SUBDIVIDER"

Myron Gross

By: *Myron Gross*

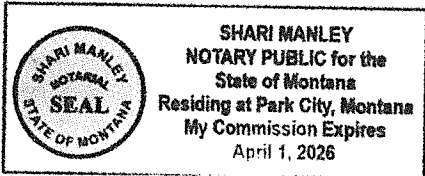
STATE OF MONTANA)
): ss
 County of Yellowstone)

On this 26th day of February, 2024; before me, a Notary Public in and for the State of Montana, personally appeared Myron Gross, known to me to be *Myron Gross*, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Shari Manley

Notary Public in and for the State of Montana
 Printed Name: Shari Manley
 Residing at: Park City MT 59063
 My commission expires: April 1st 2026



Signed and dated this 26th day of February, 2024.

“SUBDIVIDER”

Nancy J. Gross

By: *Nancy J. Gross*

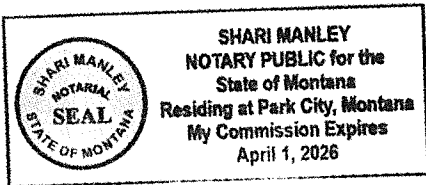
STATE OF MONTANA)
 : ss
County of Yellowstone)

On this 26th day of February, 2024, before me, a Notary Public in and for the State of Montana, personally appeared *Nancy J. Gross*, known to me to be *Nancy J. Gross*, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Shari Manley

Notary Public in and for the State of Montana
Printed Name: *Shari Manley*
Residing at: *Park City, MT*
My commission expires: *April 1st 2026*



Return:
Myron Gross
21 Old Mill Rd.
Park City, MT 59063

ONYX POINTE SUBDIVISION ROAD AND UTILITY DEDICATION

KNOW ALL PARTIES BY THESE PRESENTS: That Myron and Nancy J. Gross, the owners of **ONYX POINTE SUBDIVISION**, filed in the office of the Clerk and Recorder, Yellowstone County, Montana, on March _____, 2024, under document No. _____, do hereby:

Grant and donate all lands included in all streets, avenues, and drives, as shown on said plat, to the use of the public forever.

Grant unto all utility companies, as such defined and established by Montana law, and cable television companies, an easement for the location, maintenance, repair, and removal of their lines over, under and across the area designated as the "10' Wide Utility Easement" on said plat, to have and hold forever.

Myron Gross

Nancy J. Gross

STATE OF MONTANA
County of Yellowstone

This instrument was acknowledged before me this _____ day of _____, 2024.
By: Myron Gross and Nancy J. Gross

ACKNOWLEDGEMENT AND ACCEPTANCE

The Yellowstone County Board of County Commissioners acknowledges receipt of this conveyance and accepts on behalf of Yellowstone County the property interest in this conveyance.

COUNTY OF YELLOWSTONE
BOARD OF COMMISSIONERS

By: _____

By: _____

By: _____

Attest: _____

Clerk and Recorder

STATE OF MONTANA)

: ss

County of Yellowstone)

This instrument was acknowledged before me on _____,
20____, by John Ostlund, Don Jones, and Mark Morse known to me to be the representatives of the
Yellowstone County Board of Commissioners and Jeff Martin, Yellowstone County Clerk and Recorder.

Return to:
Myron Gross
21 Old Mill Road
Park City, MT 59063

DECLARATION OF PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt is hereby acknowledged, **MYRON GROSS AND NANCY J. GROSS** ("Grantors"), on this ____ day of March, 2024, do hereby grant unto **YELLOWSTONE COUNTY**, a perpetual access and maintenance easement across, over and through certain real property located in Onyx Pointe Subdivision situated in the NE1/4 of Section 19, T.1S., R.25E., P.M.M., Yellowstone County, Montana, more particularly described as follows, to wit:

Utility Lots 1, 2, 3 and 4 of Onyx Point Subdivision, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. _____ and as shown and designated on the said plat as "UTILITY LOT".

The Grantors do hereby create this easement for the purpose of constructing, reconstructing, maintaining, operating, repairing, improving, replacing any necessary fixtures and appurtenances over and across said real property, together with the right of free ingress and egress at all times.

This easement, created for the benefit of Yellowstone County, or a county designated representative, in Onyx Pointe Subdivision, shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, executors, successors, administrators and assignees and shall bind each owner thereof.

Myron Gross

Nancy J. Gross

STATE OF MONTANA)
 : ss
County of Yellowstone)

This instrument was acknowledged before me on this _____ day of _____, 2024 by Myron Gross and Nancy J. Gross

Notary Signature

Return to:
Myron Gross
21 Old Mill Road
Park City, MT 59063

ACKNOWLEDGEMENT AND ACCEPTANCE

The Yellowstone County Board of County Commissioners acknowledges receipt of this conveyance and accepts on behalf of Yellowstone County the property interest in this conveyance.

COUNTY OF YELLOWSTONE

BOARD OF COMMISSIONERS

By: _____

By: _____

By: _____

Attest: _____

Clerk and Recorder

STATE OF MONTANA)
 : ss
County of Yellowstone)

This instrument was acknowledged before me on _____,
20____, by John Ostlund, Don Jones, and Mark Morse known to me to be the representatives of the
Yellowstone County Board of Commissioners and Jeff Martin, Yellowstone County Clerk and Recorder.

B.O.C.C. Regular

2. a.

Meeting Date: 03/19/2024

Title: Resolution No. 24-36 to Create RSID 901M Onyx Pointe Subdivision - Roads and Stormwater

Submitted For: Lisa Sticka, Comptroller

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Resolution No. 24-36 to Create RSID 901M Onyx Pointe Subdivision - Roads and Stormwater

BACKGROUND:

Resolution No. 24-36 to Create RSID 901M Onyx Pointe Subdivision - Roads and Stormwater

RECOMMENDED ACTION:

Approve

Attachments

Resolution No. 24-36 to Create RSID 901M Onyx Pointe Subdivision - Roads and Stormwater

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24-36

**Resolution to Create Yellowstone County Rural Special Improvement District No. 901M
To Maintain Public Roads And Stormwater in Onyx Pointe Subdivision**

WHEREAS, pursuant to Sections 7-12-2101 through 7-12-2113 of the Montana Code Annotated, a board of county commissioners has the authority to create a rural special improvement district to construct and maintain a public improvement. When all the owners of the land in the proposed district do not consent to the creation of the district, a board should pass a resolution of intent, set a public hearing, provide notice of the public hearing, receive protests, hold a public hearing, consider protests and pass a resolution that either creates or does not create the district. When all the owners of the land in the proposed district consent to the creation of a district, the board does not have to hold a public hearing or pass a resolution of intent. The board can create the district with a resolution without a hearing.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition from Myron and Nancy Gross to create a rural special improvement district to maintain the roads and stormwater constructed and dedicated to the public in Onyx Pointe Subdivision. See Exhibits A-G attached. As a condition of subdivision approval, the Board required that any public improvements, such as publicly dedicated roads, must be maintained through the creation of a district. Myron and Nancy Gross own all properties within the proposed district and have consented to the creation of the district. Because all the owners have consented to the creation of the district, the Board does not have to hold a hearing to create the district. The Board only has to pass a resolution to create the District.

District Summary

District Name:	Yellowstone County Rural Special Improvement District No. 901M
District Location:	Onyx Pointe Subdivision. See Exhibit A
District Parcels:	35 parcels – Onyx Pointe Subdivision. See Exhibit B
District Activities:	Maintain Public Roads and Stormwater in Subdivision
District Costs:	\$10,850.00 Estimated Cost per year, Subject to Change. See Exhibit C
District Assessment Method:	Per Parcel. See Exhibit D
District Assessment:	\$310.00 Annual Assessment Per Parcel Subject to Change
District Duration:	Indefinite

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners creates Yellowstone County Rural Special Improvement District No. 901M to maintain the public roads and stormwater in Onyx Pointe Subdivision. The specifics of the District are contained in the petition. The Board’s assessment for the District will appear on the property owners 2024 tax statement.

Passed and Adopted on the 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

On March 5, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed the resolutions to create three rural special improvement districts for Onyx Pointe Subdivision – roads, dry hydrant and septic system.

The road district will include all the lots in the subdivision. It will maintain the roads. It will assess by the lot. It has projected costs. It will continue to exist until no longer needed. All the owners have executed the petition. A hearing is not needed.

The dry hydrant district will include all the lots in the subdivision. It will maintain the hydrant. It will assess by the lot. It has projected costs. It will continue to exist until no longer needed. All the owners have executed the petition. A hearing is not needed.

The septic system district will include all the lots in the subdivision. It will maintain the system. It will assess by the lot. It has projected costs. It will continue to exist until no longer needed. All the owners have executed the petition. A hearing is not needed. The map does not include all the subdivision. The map and the narrative of the district do not correlate. The map only includes a portion of the subdivision. The narrative includes all the subdivision. There is a typo as to Exhibit F in the resolution. It should be Exhibit E. The resolution does not contain the usual Exhibit E, the committee page. Instead, the usual Exhibit F, the consent page, is Exhibit E. Was the committee page intentionally omitted?

*3/7/24: Per Tim Miller
Not all lots will be on the drainfield RSID.
Some will have individual septics.
No Committee for drainfield RSID as this RSID
will be monitored with multi-user and Public
Drainfield Inspections - See Exhibit C Costs.*

EXHIBIT B

LEGAL DESCRIPTIONS

PROPERTY LEGAL DESCRIPTIONS

To be known as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35 of Onyx Pointe Subdivision

Current Tax Code: D00715A

Lined area for additional legal descriptions.

EXHIBIT C

ESTIMATED ANNUAL MAINTENANCE COST

FALL MAINTENANCE:

Activity	Estimated Cost
	\$
	\$

WINTER MAINTENANCE:

Activity	Estimated Cost
Snowplowing	\$3,500 (\$100/lot)
	\$

SPRING MAINTENANCE:

Activity	Estimated Cost
Stormwater Maintenance (Utility Lots 1 and 2)	\$3,500 (\$100/lot)
	\$

SUMMER MAINTENANCE:

Activity	Estimated Cost
Road Maintenance (Chip Sealing, etc)	\$3,500 (\$100/lot)
Mowing/Weed Control	\$350 (10/lot)

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: \$10,850.00 (\$310/lot)

EXHIBIT D

METHOD OF ASSESSMENT

CHOOSE A METHOD OF ASSESSMENT:

Square Footage

Equal Amount
\$310 per lot, per year. Total from subdivision: \$10,850/year.

Front Footage

Other (Describe)

EXHIBIT E

PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT
RECOMMENDATIONS FOR AD HOC COMMITTEE

NAME

TELEPHONE NUMBER

1. Myron Gross (Chairman)

(406) 855-0649

Printed Name

Myron Gross

Signature

2. Nancy Gross

Printed Name

Nancy Gross

Signature

3. _____

Printed Name

Signature

4. _____

Printed Name

Signature

5. _____

Printed Name

Signature

EXHIBIT G

SUBDIVISION

Guarantee/Certificate Number:

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

3523230157

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Forrest Mandeville, AICP

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company, LLC
1575 Shiloh Rd, Suite J
Billings, MT 59106

Countersigned By:

Handwritten signature of Joyce Bondurant.

Joyce Bondurant
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Handwritten signature of Michael J. Nolan.

Michael J. Nolan, President

Attest:

Handwritten signature of Marjorie Nemzura.

Marjorie Nemzura, Secretary

<p>ISSUING OFFICE: Title Officer: Trevor Styles Chicago Title Company, LLC 1575 Shiloh Rd, Suite J Billings, MT 59106 Phone: 406-869-3747 Fax: 406-245-5094 Main Phone: (406)245-3064 Email: Trevor.Styles@CTT.com</p>
--

SCHEDULE A

Liability	Premium	Tax
\$10,000.00	\$150.00	\$0.00

Effective Date: January 2, 2024 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

That part of NE1/4 Quarter of Section 19, Township 1 South, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 3, of Certificate of Survey No. 3753, on file in the office of the Clerk and Recorder of said County, under Document No. 3923939.

Title to said real property is vested in:

Myron Gross and Nancy J. Gross, as joint tenants

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

SCHEDULE B

1. General Taxes for the year 2023
1st Half: \$498.74 PAID
2nd Half: \$498.72, Due but not delinquent until June 1, 2024
Tax ID No.: D00715A

2. Reservations, exceptions and provisions contained in the patent from the United States of America, and in the acts authorizing the issuance thereof.

3. Easement, if any, for ditches, and any secondary easement rights and incidental purposes, in conjunction therewith.

4. Recitals, notes, sanitary restrictions, ordinances, resolutions, easements, dedications and covenants as contained or referred to on Certificate of Survey No. 3753. Reference is hereby made to the survey for more particulars.

Recording No.: 3923939

5. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

END OF SCHEDULE B

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

B.O.C.C. Regular

2. b.

Meeting Date: 03/19/2024

Title: Resolution No. 24-37 to Create RSID 902M Onyx Pointe Subdivision - Dry Hydrant

Submitted For: Lisa Sticka, Comptroller

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Resolution No. 24-37 to Create RSID 902M Onyx Pointe Subdivision - Dry Hydrant

BACKGROUND:

Resolution No. 24-37 to Create RSID 902M Onyx Pointe Subdivision - Dry Hydrant

RECOMMENDED ACTION:

Approve

Attachments

Resolution No. 24-37 to Create RSID 902M Onyx Pointe Subdivision - Dry Hydrant

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24-37

**Resolution to Create Yellowstone County Rural Special Improvement District No. 902M
To Maintain Dry Hydrant in Onyx Pointe Subdivision**

WHEREAS, pursuant to Sections 7-12-2101 through 7-12-2113 of the Montana Code Annotated, a board of county commissioners has the authority to create a rural special improvement district to construct and maintain a public improvement. When all the owners of the land in the proposed district do not consent to the creation of the district, a board should pass a resolution of intent, set a public hearing, provide notice of the public hearing, receive protests, hold a public hearing, consider protests and pass a resolution that either creates or does not create the district. When all the owners of the land in the proposed district consent to the creation of a district, the board does not have to hold a public hearing or pass a resolution of intent. The board can create the district with a resolution without a hearing.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition from Myron and Nancy Gross to create a rural special improvement district to maintain the dry hydrant installed in Onyx Pointe Subdivision. See Exhibits A-G attached. As a condition of subdivision approval, the Board required it to install a dry hydrant and create a district to maintain the dry hydrant. Myron and Nancy Gross own all properties within the proposed district and have consented to the creation of the district. Because all the owners have consented to the creation of the district, the Board does not have to hold a hearing to create the district. The Board only has to pass a resolution to create the District.

District Summary

District Name:	Yellowstone County Rural Special Improvement District No. 902M
District Location:	Onyx Pointe Subdivision. See Exhibit A
District Parcels:	35 parcels – Onyx Pointe Subdivision. See Exhibit B
District Activities:	Maintain Dry Hydrant in Subdivision
District Costs:	\$875.00 Estimated Cost per year, Subject to Change. See Exhibit C
District Assessment Method:	Per Parcel. See Exhibit D
District Assessment:	\$25.00 Annual Assessment Per Parcel Subject to Change
District Duration:	Indefinite

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners creates Yellowstone County Rural Special Improvement District No. 902M to maintain the dry hydrant in Onyx Pointe Subdivision. The specifics of the District are contained in the petition. The Board’s assessment for the District will appear on the property owners 2024 tax statement.

Passed and Adopted on the 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

On March 5, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed the resolutions to create three rural special improvement districts for Onyx Pointe Subdivision – roads, dry hydrant and septic system.

The road district will include all the lots in the subdivision. It will maintain the roads. It will assess by the lot. It has projected costs. It will continue to exist until no longer needed. All the owners have executed the petition. A hearing is not needed.

The dry hydrant district will include all the lots in the subdivision. It will maintain the hydrant. It will assess by the lot. It has projected costs. It will continue to exist until no longer needed. All the owners have executed the petition. A hearing is not needed.

The septic system district will include all the lots in the subdivision. It will maintain the system. It will assess by the lot. It has projected costs. It will continue to exist until no longer needed. All the owners have executed the petition. A hearing is not needed. The map does not include all the subdivision. The map and the narrative of the district do not correlate. The map only includes a portion of the subdivision. The narrative includes all the subdivision. There is a typo as to Exhibit F in the resolution. It should be Exhibit E. The resolution does not contain the usual Exhibit E, the committee page. Instead, the usual Exhibit F, the consent page, is Exhibit E. Was the committee page intentionally omitted?

*3/7/24: Per Tim Miller
Not all lots will be on the drainfield RSID.
Some will have individual septics.
No Committee for drainfield RSID as this RSID
will be monitored with multi-user and Public
Drainfield Inspections - See Exhibit C Costs.*

EXHIBIT C

ESTIMATED ANNUAL MAINTENANCE COST

FALL MAINTENANCE:

Activity	Estimated Cost
Dry Hydrant Maintenance	\$875.00 (\$25/lot)
	\$

WINTER MAINTENANCE:

Activity	Estimated Cost
	\$
	\$

SPRING MAINTENANCE:

Activity	Estimated Cost
	\$
	\$

SUMMER MAINTENANCE:

Activity	Estimated Cost
	\$
	\$

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: \$875.00 (\$25/lot)

EXHIBIT D

METHOD OF ASSESSMENT

CHOOSE A METHOD OF ASSESSMENT:

Square Footage

Equal Amount
\$25 per lot, per year. Total from subdivision: \$875/year.

Front Footage

Other (Describe)

EXHIBIT E

PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT
RECOMMENDATIONS FOR AD HOC COMMITTEE

NAME

TELEPHONE NUMBER

1. Myron Gross (Chairman)

(406) 855-0649

Printed Name

Myron Gross

Signature

2. Nancy Gross

Printed Name

Nancy Gross

Signature

3.

Printed Name

Signature

4.

Printed Name

Signature

5.

Printed Name

Signature

EXHIBIT G

SUBDIVISION

Guarantee/Certificate Number:

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

3523230157

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Forrest Mandeville, AICP

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company, LLC
1575 Shiloh Rd, Suite J
Billings, MT 59106

Countersigned By:

Handwritten signature of Joyce Bondurant.

Joyce Bondurant
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Handwritten signature of Michael J. Nolan.

Michael J. Nolan, President

Attest:

Handwritten signature of Marjorie Nemzura.

Marjorie Nemzura, Secretary

<p>ISSUING OFFICE: Title Officer: Trevor Styles Chicago Title Company, LLC 1575 Shiloh Rd, Suite J Billings, MT 59106 Phone: 406-869-3747 Fax: 406-245-5094 Main Phone: (406)245-3064 Email: Trevor.Styles@CTT.com</p>
--

SCHEDULE A

Liability	Premium	Tax
\$10,000.00	\$150.00	\$0.00

Effective Date: January 2, 2024 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

That part of NE1/4 Quarter of Section 19, Township 1 South, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 3, of Certificate of Survey No. 3753, on file in the office of the Clerk and Recorder of said County, under Document No. 3923939.

Title to said real property is vested in:

Myron Gross and Nancy J. Gross, as joint tenants

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

SCHEDULE B

1. General Taxes for the year 2023
1st Half: \$498.74 PAID
2nd Half: \$498.72, Due but not delinquent until June 1, 2024
Tax ID No.: D00715A

2. Reservations, exceptions and provisions contained in the patent from the United States of America, and in the acts authorizing the issuance thereof.

3. Easement, if any, for ditches, and any secondary easement rights and incidental purposes, in conjunction therewith.

4. Recitals, notes, sanitary restrictions, ordinances, resolutions, easements, dedications and covenants as contained or referred to on Certificate of Survey No. 3753. Reference is hereby made to the survey for more particulars.

Recording No.: 3923939

5. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

END OF SCHEDULE B

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

B.O.C.C. Regular

2. c.

Meeting Date: 03/19/2024

Title: Resolution No. 24-38 to Create RSID 903M Onyx Pointe Subdivision - Drainfield System

Submitted For: Lisa Sticka, Comptroller

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Resolution No. 24-38 to Create RSID 903M Onyx Pointe Subdivision - Drainfield System

BACKGROUND:

Resolution No. 24-38 to Create RSID 903M Onyx Pointe Subdivision - Drainfield System

RECOMMENDED ACTION:

Approve

Attachments

Resolution No. 24-38 to Create RSID 903M Onyx Pointe Subdivision - Drainfield System

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 24-38

**Resolution to Create Yellowstone County Rural Special Improvement District No. 903M
To Maintain Drainfield System in Onyx Pointe Subdivision**

WHEREAS, pursuant to Sections 7-12-2101 through 7-12-2113 of the Montana Code Annotated, a board of county commissioners has the authority to create a rural special improvement district to construct and maintain a public improvement. When all the owners of the land in the proposed district do not consent to the creation of the district, a board should pass a resolution of intent, set a public hearing, provide notice of the public hearing, receive protests, hold a public hearing, consider protests and pass a resolution that either creates or does not create the district. When all the owners of the land in the proposed district consent to the creation of a district, the board does not have to hold a public hearing or pass a resolution of intent. The board can create the district with a resolution without a hearing.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition from Myron and Nancy Gross to create a rural special improvement district to maintain the Drainfield System installed in Onyx Pointe Subdivision. See Exhibits A-F attached. As a condition of subdivision approval, the Board required it to install a Drainfield System and create a district to maintain the Drainfield System. Myron and Nancy Gross own all properties within the proposed district and have consented to the creation of the district. Because all the owners have consented to the creation of the district, the Board does not have to hold a hearing to create the district. The Board only has to pass a resolution to create the District.

District Summary

District Name:	Yellowstone County Rural Special Improvement District No. 903M
District Location:	Onyx Pointe Subdivision. See Exhibit A
District Parcels:	18 parcels – Onyx Pointe Subdivision. See Exhibit B
District Activities:	Maintain Drainfield System in Subdivision
District Costs:	\$11,630.62 Estimated Cost per year, Subject to Change. See Exhibit C
District Assessment Method:	Per Parcel. See Exhibit D
District Assessment:	\$646.14 Annual Assessment Per Parcel Subject to Change
District Duration:	Indefinite

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners creates Yellowstone County Rural Special Improvement District No. 903M to maintain the Drainfield System in Onyx Pointe Subdivision. The specifics of the District are contained in the petition. The Board’s assessment for the District will appear on the property owners 2024 tax statement.

Passed and Adopted on the 19th day of March 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST:

Jeff Martin, Clerk and Recorder

On March 5, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed the resolutions to create three rural special improvement districts for Onyx Pointe Subdivision – roads, dry hydrant and septic system.

The road district will include all the lots in the subdivision. It will maintain the roads. It will assess by the lot. It has projected costs. It will continue to exist until no longer needed. All the owners have executed the petition. A hearing is not needed.

The dry hydrant district will include all the lots in the subdivision. It will maintain the hydrant. It will assess by the lot. It has projected costs. It will continue to exist until no longer needed. All the owners have executed the petition. A hearing is not needed.

The septic system district will include all the lots in the subdivision. It will maintain the system. It will assess by the lot. It has projected costs. It will continue to exist until no longer needed. All the owners have executed the petition. A hearing is not needed. The map does not include all the subdivision. The map and the narrative of the district do not correlate. The map only includes a portion of the subdivision. The narrative includes all the subdivision. There is a typo as to Exhibit F in the resolution. It should be Exhibit E. The resolution does not contain the usual Exhibit E, the committee page. Instead, the usual Exhibit F, the consent page, is Exhibit E. Was the committee page intentionally omitted?

*3/7/24: Per Tim Miller
Not all lots will be on the drainfield RSID.
Some will have individual Septics.
No Committee for drainfield RSID as this RSID
will be monitored with multi-user and Public
Drainfield Inspections - See Exhibit C Costs.*

EXHIBIT A

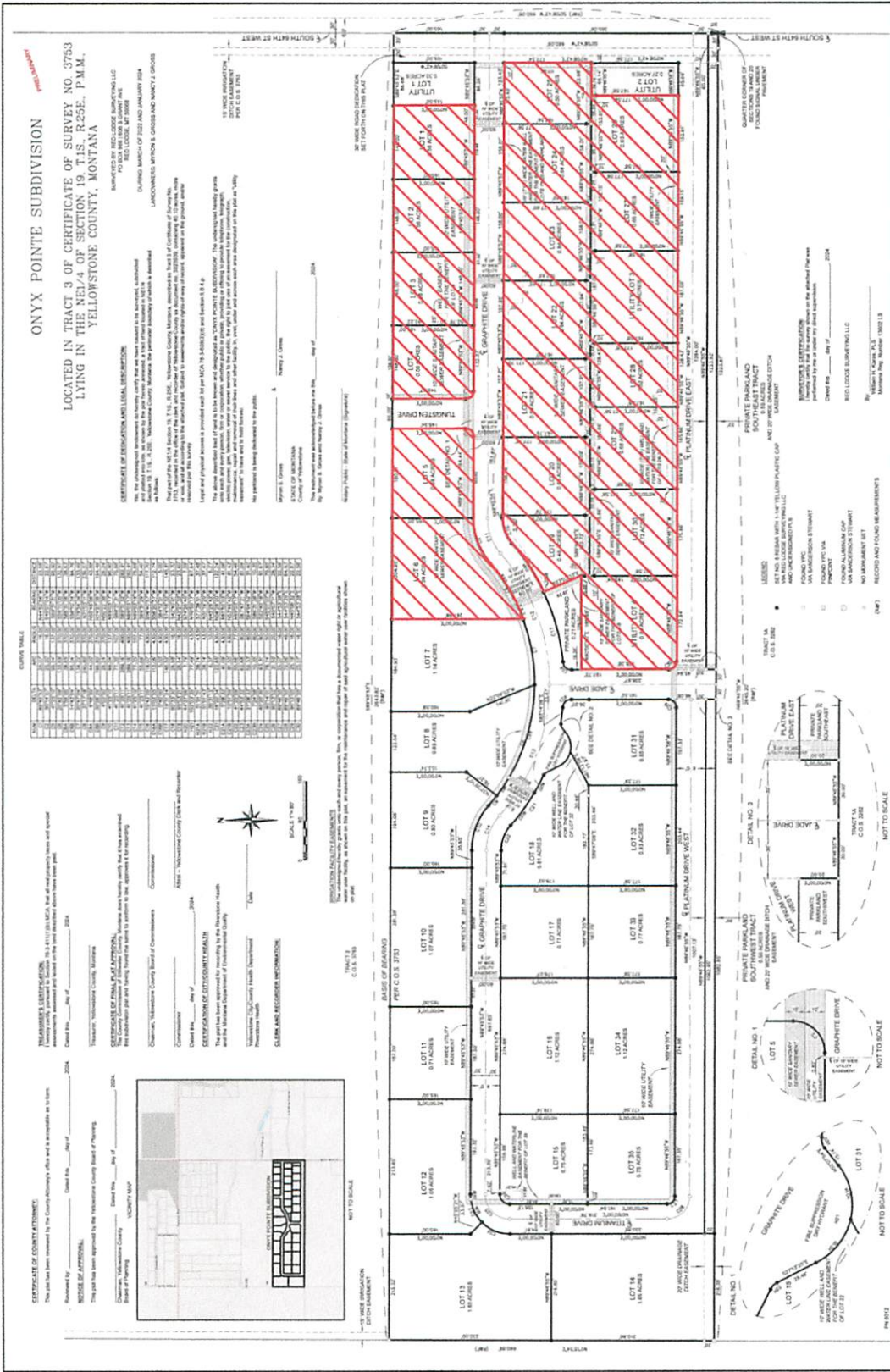


EXHIBIT B

LEGAL DESCRIPTIONS

PROPERTY LEGAL DESCRIPTIONS

To be known as Lots 1, 2, 3, 4, 5, 6, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30 of Onyx Pointe
Subdivision

18 lots

Current Tax Code: D00715A

EXHIBIT C

ESTIMATED ANNUAL MAINTENANCE COST

FALL MAINTENANCE:

Activity	Estimated Cost
Multi-User and Public Drainfield Inspections	\$500.00 (\$27.78/Lot)
	\$

WINTER MAINTENANCE:

Activity	Estimated Cost
Future Replacement Costs	\$10,630.62 (\$590.59/Lot)
	\$

SPRING MAINTENANCE:

Activity	Estimated Cost
Multi-User and Public Drainfield Inspections	\$500.00 (\$27.78/Lot)
	\$

SUMMER MAINTENANCE:

Activity	Estimated Cost
	\$
	\$

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: \$11,630.62 (\$646.14/Lot)

EXHIBIT D

METHOD OF ASSESSMENT

CHOOSE A METHOD OF ASSESSMENT:

Square Footage

Equal Amount
\$646.14 per lot, per year. Total from lot owners: \$11,630.62/year.

Front Footage

Other (Describe)

EXHIBIT F

SUBDIVISION

Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Guarantee/Certificate Number:

3523230157

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

Forrest Mandeville, AICP

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company, LLC
1575 Shiloh Rd, Suite J
Billings, MT 59106

Countersigned By:

Joyce Bondurant
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:
Title Officer: Trevor Styles Chicago Title Company, LLC 1575 Shiloh Rd, Suite J Billings, MT 59106 Phone: 406-869-3747 Fax: 406-245-5094 Main Phone: (406)245-3064 Email: Trevor.Styles@CTT.com

SCHEDULE A

Liability	Premium	Tax
\$10,000.00	\$150.00	\$0.00

Effective Date: January 2, 2024 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

That part of NE1/4 Quarter of Section 19, Township 1 South, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 3, of Certificate of Survey No. 3753, on file in the office of the Clerk and Recorder of said County, under Document No. 3923939.

Title to said real property is vested in:

Myron Gross and Nancy J. Gross, as joint tenants

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

SCHEDULE B

1. General Taxes for the year 2023
1st Half: \$498.74 PAID
2nd Half: \$498.72, Due but not delinquent until June 1, 2024
Tax ID No.: D00715A

2. Reservations, exceptions and provisions contained in the patent from the United States of America, and in the acts authorizing the issuance thereof.

3. Easement, if any, for ditches, and any secondary easement rights and incidental purposes, in conjunction therewith.

4. Recitals, notes, sanitary restrictions, ordinances, resolutions, easements, dedications and covenants as contained or referred to on Certificate of Survey No. 3753. Reference is hereby made to the survey for more particulars.

Recording No.: 3923939

5. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

END OF SCHEDULE B

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

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- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
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FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

B.O.C.C. Regular

2. d.

Meeting Date: 03/19/2024

Title: Metra ARPA Infrastructure Back Lot Contract with Terracon for Materials Testing

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Metra ARPA Infrastructure Back Lot Contract with Terracon for Materials Testing

BACKGROUND:

Finance is requesting Commissioner's approval for a contact with Terracon for materials testing for the MetraPark Infrastructure Back Lot project. The contract is not to exceed \$23,000.00. The project is on the FY24 approved budget under the ARPA - Land Improvement budget (2260.000.199.440150.930)

RECOMMENDED ACTION:

Approve and sign the contract and return a copy to Finance

Attachments

Metra ARPA Contract-Terracon Back Lot Testing



July 24, 2023

Yellowstone County
METMAINBLDG P.O. Box 35015
Billings, MT 59107

Attn: Mr. Kevan Bryan

Re: Proposal for Materials Testing & Special Inspection Services
MetraPark Back Lot
308 6th Ave. N..
Billings, Montana
Terracon Proposal No. P26241016

Dear Mr, Bryan

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide construction materials testing and special inspection services for the MetraPark backlot project. Our proposal includes a description of the project information, our proposed scope of services, estimated quantities, unit rates, and a total estimated fee for our services. We have organized our proposal as follows for ease of reference:

Exhibit A	Project Information
Exhibit B	Scope of Services
Exhibit C	Compensation
Exhibit D	Assumptions

Our base fee to perform the Scope of Services described in this proposal is presented in Exhibit C.

1.0 CAPABILITIES AND EXPERIENCE

Construction Materials Testing & Special Inspection Services

Our team of inspectors and technicians are experienced with providing materials testing, special inspections and/or observations of concrete, soils, and aggregate in the local area and are familiar with the recognized building jurisdiction requirements.

Proposal for Materials Testing & Special Inspection Services

MetraPark Back Lot ■ Billings, Montana

March 8, 2024 ■ Terracon Proposal No. P26231016



Laboratory Capabilities

Our laboratory is accredited by AASHTO which is recognized by ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection. The scope of accreditation includes the field of Soils, Aggregates, Portland Cement Concrete, and Hot Mix Asphalt. As a requirement of accreditation, we regularly participate in the Proficiency Sample Programs of both AASHTO and the Concrete and Cement Reference Laboratory (CCRL). Our office includes a fully equipped laboratory and employs engineering technicians and special inspectors certified by the American Concrete Institute (ACI), American Welding Society (AWS), and the International Code Council (ICC). We provide a rigorous internal training program where our staff are evaluated in specific field and laboratory test procedures by internal Terracon auditors and external agencies.

- Accredited by AASHTO Materials Reference Laboratory (re:source)
- Inspected by Concrete and Cement Reference Laboratory (CCRL)

2.0 AUTHORIZATION

This proposal may be accepted by fully executing and returning the attached Agreement for Services. Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received. This proposal is valid only if authorized within 45 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you. Please give us a call if you have any questions or comments regarding this proposal.

Sincerely,

TERRACON CONSULTANTS, INC.

Eric Reifschneider
Project Manager

Travis Goracke
Staff Engineer

Copies to: Addressee (via e-mail)

Enclosures: Fee Estimate
Agreement for Services

EXHIBIT A - PROJECT INFORMATION

Pertinent project information is summarized below:

Item	Description
Location	The proposed project location is located at 308 6 th Ave N in Billings, Montana

EXHIBIT B - SCOPE OF SERVICES

Terracon proposes to provide materials testing and special inspection services as summarized below:

Item	Description
Earthwork	Field density compaction testing will be performed in areas as directed by the client on an as-requested basis by qualified personnel during site earthwork and backfill operations at the site. The field services will be supported by appropriate laboratory evaluation of soils used as fill or backfill on the site. The laboratory testing will include laboratory moisture-density relationship (Proctor). Laboratory material evaluations will be conducted at a minimum for each type of soil encountered during fill placement. The testing will be performed to determine compliance with project specifications or as recommended in the geotechnical engineering report.
Concrete	During concrete placements, observation, sampling and testing will be performed by Terracon. The concrete will be sampled and tested for slump, air content, unit weight, and temperature at the time of placement. Testing will be performed in general accordance with project plans and specifications including the following: <ul style="list-style-type: none"> ■ Verification of approved design mix; ■ Provide observations of placement procedures, consolidation, and curing and protection; and Cast 1 set of 4 (4-inch by 8-inch) cylinders for each 150 cubic yards or fraction thereof.
Asphalt	The HMA will be sampled/cored and submitted to our laboratory for density analysis according to project requirements.
Project Management	A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to final submittal. The project manager will be responsible for the project budget, communicating with the contractor regarding schedule, deviations, and documenting the resolution of outstanding deviations. To help create a good working relationship with the contractor and for the contractor to better understand our scope of work for the project, we request that Terracon be invited to preconstruction meetings prior to each phase of construction.

Commitment to Timely Report Turnaround:

We understand the importance of report turnaround to our clients and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and handwritten draft reports are available at the end of each day.
- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing.
- Final reports without non-conformances will be provided within five business days.
- Final laboratory test reports will be provided within two days of test completion.

Proposal for Materials Testing & Special Inspection Services

MetraPark Back Lot ■ Billings, Montana

March 8, 2024 ■ Terracon Proposal No. P26231016



Terracon Field Representative: In addition to the services described above, our field personnel will provide the following services during their visit:

- Check in with the project general superintendent upon arrival on-site.
- Confirm that current approved construction documents are available during our visit.
- Notify the general contractor of our field observations and test results prior to leaving the site.
- Submit a written draft report to the Terracon project manager for review.
- Our field personnel have the right to decline work if they believe the conditions are not safe.

Scheduling of Services: We understand the client may not be involved with scheduling our services; this is typically the responsibility of the general contractor. We request the following information be passed on to whom will be responsible for scheduling our services.

- Scheduling testing services must be requested no later than 5:00 pm on the business day preceding the work.
- For structural steel testing and observations, we request 72 hours of notice.
- Scheduling is performed through our dispatcher by calling (406) 371-9836.
- Cancellation of services should be done prior to a Terracon representative mobilizing to the project. Failure to do so will result in a cancellation fee.
- Terracon will not be responsible for tests that are not performed due to a failure to schedule our services on the project.
- Testing and observations will only determine compliance with project specifications at the test locations, at the time our services are performed.

Proposal for Materials Testing & Special Inspection Services

MetraPark Back Lot ■ Billings, Montana

March 8, 2024 ■ Terracon Proposal No. P26231016



EXHIBIT C - COMPENSATION

Based on the project information available for our review, our time and materials estimated budget to perform the proposed scope of services is **\$19,005.00** with a not to exceed price of **\$23,000.00**. A summary of our unit rates, estimated quantities, and the resulting costs is included on the attached Fee Estimate. Any additional out of scope items will be performed within accordance with our current fee schedule.

Many factors, including those out of our control, such as weather and the contractor's schedule including overtime and weekend work, and the need for re-testing will dictate the final fee for our services. We will not exceed our budget without first notifying you, and providing a summary of work performed to date and remaining work. We will track the costs of re-testing, stand-by time, and cancellations separately.

For purposes of our proposal, overtime is defined as all hours worked above 8 hours per day, Saturday, Sunday and Terracon recognized holidays. All charges are portal to portal from our local office.

Proposal for Materials Testing & Special Inspection Services

MetraPark Back Lot ■ Billings, Montana

March 8, 2024 ■ Terracon Proposal No. P26231016



EXHIBIT D - ASSUMPTIONS

- We have assumed that contractors on the site will work a single shift, typical schedule of 5 days per week.
- An out of scope charge at the applicable unit rate will be applied for all stand-by time and/or time spent on activities which are not cancelled with prior notice.

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Proposal for Construction Materials Testing and Inspection Services

MetraPark Back Lot ■ Billings, Montana

March 8, 2024 ■ Terracon Proposal No. P26241016



FEE ESTIMATE

SERVICES	UNIT RATES			QTY	TOTAL
Earthwork Observation and Testing					
Lab Compaction Characteristics (Proctor)	\$180.00 per test	2 tests		2	\$360.00
Engineering Technician	\$85.00 per hour	20 visits	2 hours/visit	40	\$3,400.00
Vehicle Charge	\$20.00 per trip	20 visits		20	\$400.00
* for classification				Subtotal	\$4,160.00
Concrete Testing					
Engineering Technician	\$85.00 per hour	15 visits	2 hours/visit	30	\$2,550.00
Concrete Cylinders	\$30.00 per cylinder	15 tests	5 cyl/test	75	\$2,250.00
Specimen Retrieval	\$85.00 per hour	15 visits	1 hour/visit	15	\$1,275.00
Vehicle Charge	\$20.00 per trip	30 visits		30	\$600.00
				Subtotal	\$6,675.00
Asphalt Observations & Testing					
Engineering Technician	\$85.00 per hour	4 visits	2 hours/visit	8	\$680.00
Asphalt Control Test (Marshall, Oil, Rice, Voids)	\$480.00 per hour	4 tests		4	\$1,920.00
Asphalt Coring Crew	\$200.00 per hour	1 visit	6 hours/visit	6	\$1,200.00
Cores (Bult SpG, Density, Thickness)	\$50.00 per core	10 cores		10	\$500.00
Vehicle Charge	\$30.00 per trip	5 visits		5	\$150.00
				Subtotal	\$4,450.00
Report Review, Engineering & Management					
Administration/Invoicing	\$60.00 per invoice		6 invoices	6	\$360.00
Project Coordination/Report Review	\$80.00 per report		42 reports	109	\$3,360.00
				Subtotal	\$3,720.00
Total Estimated Fee					\$19,005.00
Not-to-Exceed Budget					\$23,000.00

Note: While the phases of construction have been separated for estimating purposes in the fee estimate spreadsheet, actual field testing services may be performed simultaneously on the various phases. As a result, total fees for construction materials testing services may be reduced if services are performed during the same trip to the site.

AGREEMENT FOR SERVICES

This AGREEMENT is between Yellowstone County - Finance ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Metra Park Back Lot project ("Project"), as described in Consultant's Proposal dated 03/08/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants, Inc.
By:  Date: 3/8/2024
Name/Title: Eric R Reifschneider / Department Manager I
Address: 2110 Overland Ave Ste 124
Billings, MT 59102-6440
Phone: (406) 656-3072 Fax: (406) 656-3578
Email: Eric.Reifschneider@terracon.com

Client: Yellowstone County - Finance
By: _____ Date: _____
Name/Title: _____
Address: METMAINBLDG P. O. Box 35015
Billings, MT 59107
Phone: (406) 256-2717 Fax: _____
Email: jmatteson@yellowstonecountymt.gov

B.O.C.C. Regular

2. e.

Meeting Date: 03/19/2024

Title: Facilities Request to Expend Garage Door Replacement

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Facilities Request to Expend for Garage Door Replacement

BACKGROUND:

Facilities is requesting Commissioners' approval to purchase a new garage door for the Facilities storage building on 2nd Ave North & N. 25th Street. The cost for the replacement of the garage door is \$3,181.00. The purchase was not anticipated or included in the FY24 approved budget, however there is sufficient authority within the General Fund Capital Outlay/Building (4050.000.599.411200.920) to facilitate the purchase.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

Facilities RTE Garage Door Replacement



Yellowstone County

Request to Expend

07/01/2021

This form is to be completed for all Capital outlay requests (a single item costing \$2,500.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This date will be verified by the Finance Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

Item(s) Requested:

Garage door replacement

Cost: \$3,181.00

Other Costs:

Less Trade-in / Discount

Net Cost of Request \$3,181.00

Explanation of Purchase

Replacement of garage door on Facilities storage building on 2nd Ave & N. 25th Street

Department

Budget Information

Account Numbers: 4050.000.599.411200.920

Budget Balance: \$3.9M

Is this a budgeted item? No

Finance Note:

James Matteson 03/13/2024
Purchasing Agent Date

Tim Kaczmarek

Elected Official or Department Manager

COMMISSIONER ACTION

Approved: YES ___ NO ___

Tabled: ___

Date: ___

Votes: YES NO

Chairperson ___

Member ___

Member ___

B.O.C.C. Regular

2. f.

Meeting Date: 03/19/2024

Title: MetraPark West Concessions (2) Invitation for Bids

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

MetraPark West Concessions (2) Invitation for Bids

BACKGROUND:

MetraPark is requesting Commissioner approval to release an Invitation for Bids for the Metra Park West Concessions (2). The original Invitation for Bids was released on January 9th, 2024 with bids due on February 5th, 2024. Bids were opened and read aloud at 9:30 a.m., at the February 6th regular Board meeting, and referred to a Committee for recommendation. On February 20th, 2024 it was the Committee's recommendation to reject the bids, request the architect reduce the Scope of Work and release a new Invitation for Bids. Metra West Concessions (2) Invitation for Bids will be released on March 19th, 2024. Bids must be received no later than 3:00 p.m April 15th, 2024. All bids received by this time and date will be opened and acknowledged at 9:30 a.m. April 16th, 2024, in the Commissioners Boardroom, room 3108 located on the 3rd floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101. Bids received after the aforementioned time and date will not be considered. In order to ensure prospective vendors have a complete understanding of the project, a Pre-Bid meeting will be held at 1:00 p.m. on March 27th, 2024, at the 1st Interstate Arena located on the MetraPark campus located at 308 6th Avenue North, Billings, MT 59101.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

Metra Concessions Construction Drawings

Metra Concessions Project Manual

MetraPark IFB West Concessions (II)

FEBRUARY 26, 2024

YELLOWSTONE COUNTY - METRA PARK 2023 CONCESSIONS

CONSTRUCTION DOCUMENTS

PROJECT DESCRIPTION

ADDITION OF TWO (2) NEW CONCESSION AREAS INSIDE THE ARENA, SERVING BOTH THE NORTHWEST ARENA LEVEL AND NORTHWEST CONCOURSE LEVEL. THE CONCOURSE LEVEL INCLUDES A NEW EXTERIOR SALES WINDOW.

OWNER

YELLOWSTONE COUNTY
James Matteson
P.O. Box 35015
Billings, MT 59107
406.256.2717

LIST OF ALTERNATES:

ADD ALTERNATE # 1, SOLID SURFACE COUNTERTOPS THROUGHOUT.
ADD ALTERNATE # 2, LARGER EXTERIOR CONCESSIONS COUNTER.

ARCHITECT/ENGINEER

Cushing Terrell
13 N. 23rd Street
Billings, MT 59101
406.248.7455
Project Architect:
Jeff Rupp

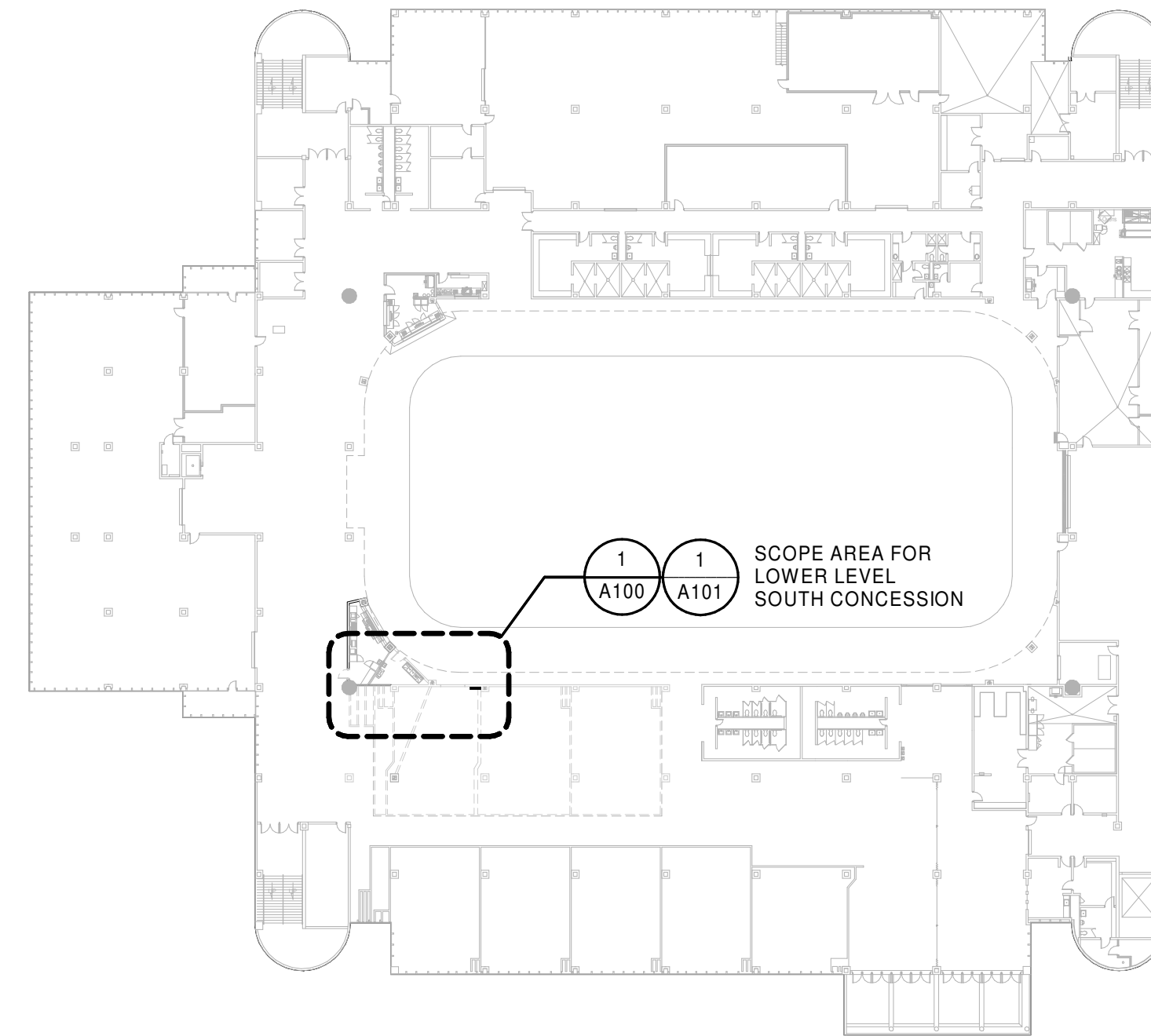
SHEET INDEX

GENERAL	PLUMBING
G001 COVER	P100 ARENA LEVEL PLUMBING PLANS
	P200 CONCOURSE LEVEL PLUMBING PLANS
STRUCTURAL	ELECTRICAL
S001 STRUCTURAL GENERAL NOTES	E001 LEGENDS, SCHEDULES AND PANELS
S002 STRUCTURAL SCHEDULES	E200 LIGHTING PLANS
S101 STRUCTURAL PLAN AND DETAILS	E300 POWER PLANS
	E400 SPECIAL SYSTEMS PLANS
ARCHITECTURAL	
A100 DEMO PLANS	
A101 NEW PLANS	
A102 ELEVATIONS	
A103 SECTIONS	
A104 WALL SECTIONS AND DETAILS	
A105 ADD ALTERNATE #2 - PAGE 1	
A106 ADD ALTERNATE #2 - PAGE 2	

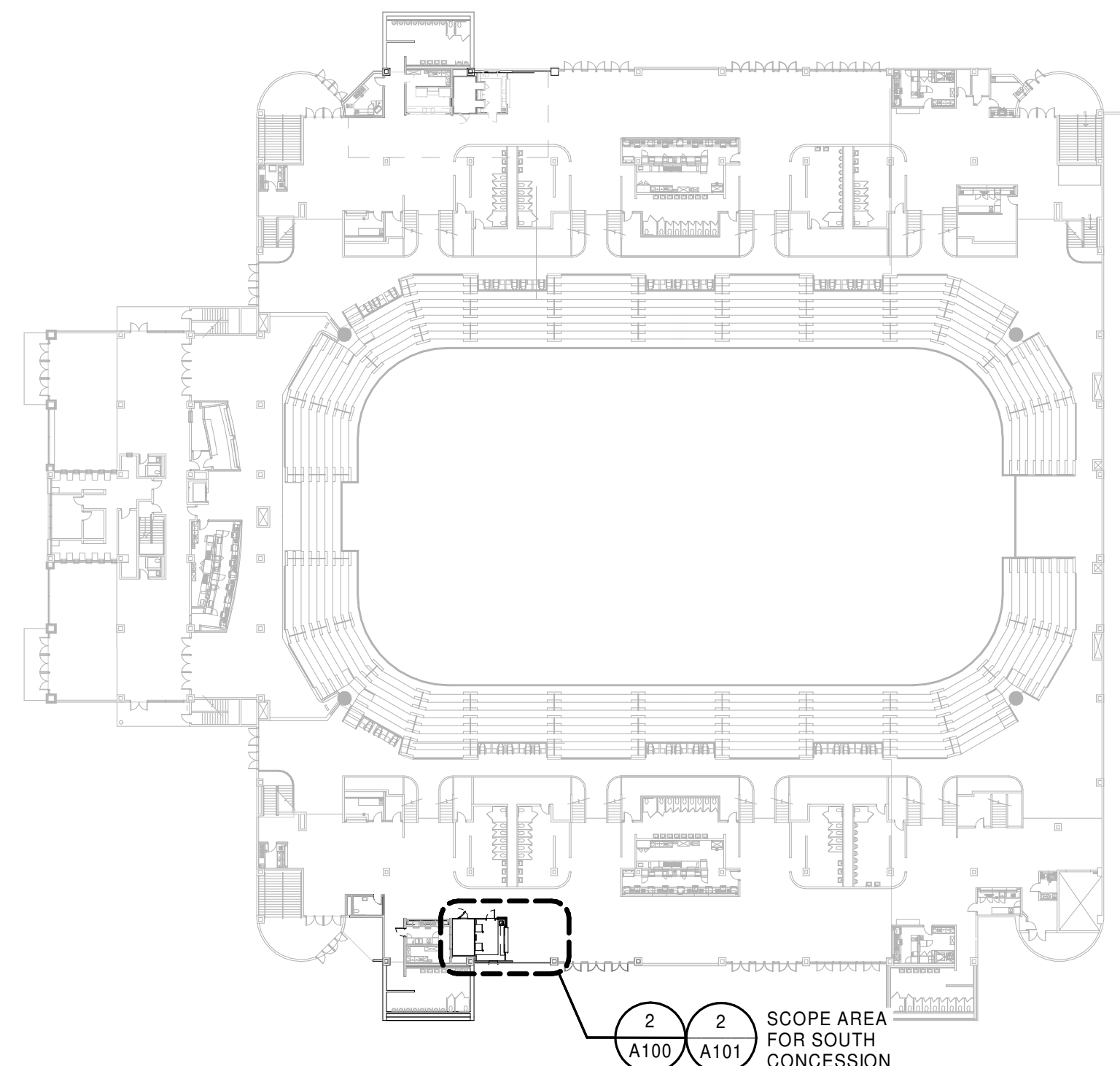
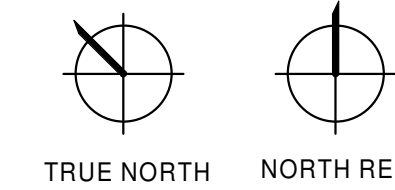
PROJECT LOCATION

306 6th Ave N, Billings, MT 59101

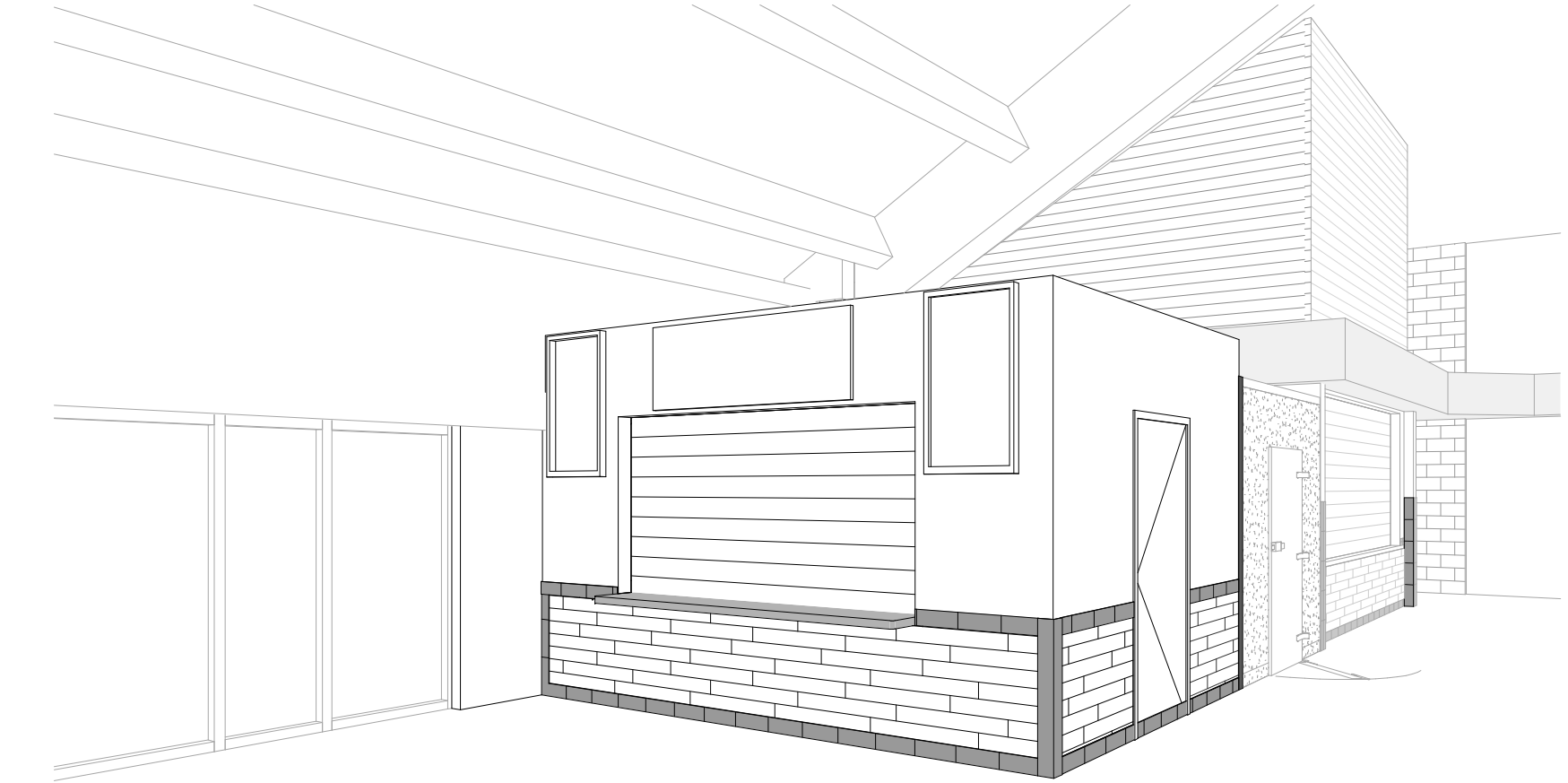
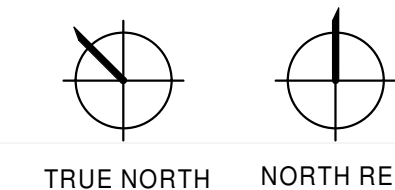
VICINITY MAP: Locator 



2 METRA PARK ARENA - LOWER LEVEL OVERALL PLAN
G001 1" = 50'-0"



1 METRA PARK ARENA - MAIN LEVEL OVERALL PLAN
G001 1" = 50'-0"



MAIN CONCOURSE NORTH WEST CONCESSION

CODE SUMMARY

INTERNATIONAL EXISTING BUILDING CODE, 2021

CHAPTER 6 - CLASSIFICATION OF WORK

603.1 - Scope

This project is considered a Level 2 alteration because the work includes the reconfiguration of space, addition of doors and windows, and the installation of additional equipment. However, this project is *not* considered a Level 3 alteration because the Work Area does not exceed 50% of the aggregate area of the building.

603.2 - Application

Level 2 alterations shall comply with the provisions of Chapter 7 for Level 1 alterations, as well as the provisions of Chapter 8.

CHAPTER 7 - ALTERATIONS, LEVEL 1

SECTION 702 - BUILDING ELEMENTS AND MATERIALS

702.1 - Interior Finishes

All newly installed interior finishes comply with Chapter 8 of the International Building Code.

702.6 - Materials and Methods

All new work will comply with the materials and methods requirements in the International Building Code.

SECTION 703 - FIRE PROTECTION

703.1 - Fire Protection

Alterations will be done to maintain the level of existing fire protection.

SECTION 704 - MEANS OF EGRESS

704.1 - Means of Egress

Alterations will be done to maintain the level of protection provided for the existing means of egress.

CHAPTER 8 - ALTERATIONS, LEVEL 2

SECTION 802 - BUILDING ELEMENTS AND MATERIALS

802.4 - Interior Finishes

The interior wall finishes in the Work Area comply with the requirements of the IBC.

802.6 - Fire Resistance Ratings

There are no new building elements which require a fire resistance rating. The Alteration maintains the level of fire protection provided.

SECTION 803 - FIRE PROTECTION

803.1 - Fire Protection

The existing building does have an automatic fire sprinkler system throughout the building. The Alteration maintains the level of fire protection provided.

803.4 - Fire Alarm and Detection Systems

The existing building has a fire alarm and detection system installed throughout the building. The Alteration maintains the level of fire protection provided.

SECTION 804 - MEANS OF EGRESS

804.4 - Number of Exits

There are no new means of egress exits within the remodel scope. The Alteration maintains the existing means of egress system. There are no new spaces within the Alteration with an occupant load greater than 10 therefore single egress doorways are allowed.

804.5.4 - Panic Hardware

There are no spaces with an occupant load greater than 50 within the Alteration therefore no panic hardware is needed.

804.7 - Dead-end Corridors

There are no dead-end corridors which exceed 70 feet within the Alteration.

804.8 - Means of Egress Lighting

The remodel will provide means of egress lighting installed throughout the Alteration work area as required by the IBC.

804.9 - Exit Signs

The remodel will provide exit signage installed throughout the Alteration work area as required by the IBC.

SECTION 806 - ELECTRICAL

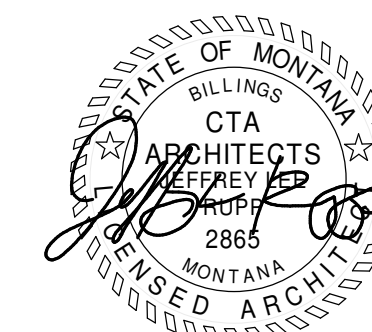
807.1 - New Installations

The newly installed electrical equipment and wiring associated with this project will comply with applicable sections of NFPA 70.

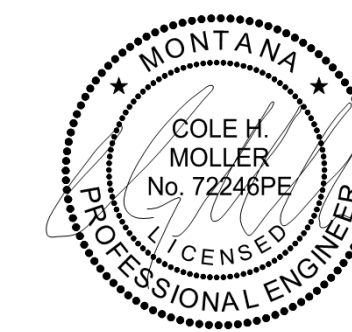
SECTION 807 - MECHANICAL

808.1 - Reconfigured or converted spaces

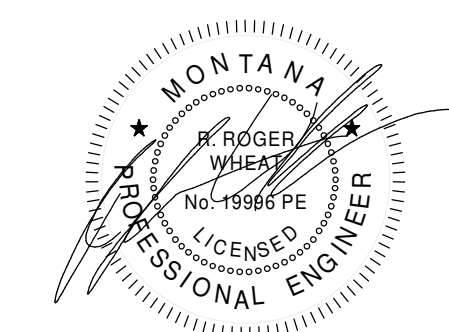
The Alteration does not impact the existing mechanical ventilation system.



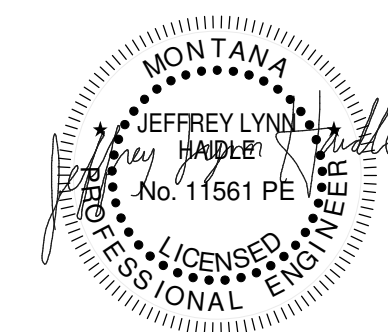
ARCHITECTURAL
JEFF RUPP
02.26.2024



STRUCTURAL
COLE MOLLER
02.26.2024



PLUMBING
ROGER WHEAT
02.26.2024



ELECTRICAL
JEFF HAIDEL
02.26.2024

Cushing Terrell.

cushingterrell.com
800.757.9522

YELLOWSTONE COUNTY - METRA PARK
2023 CONCESSIONS

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CONSTRUCTION DOCUMENTS

02.26.2024
PROJECT# | YC23_METCONC2
DESIGNED BY | LaPerle
DRAWN BY | Diego
REVISIONS

COVER

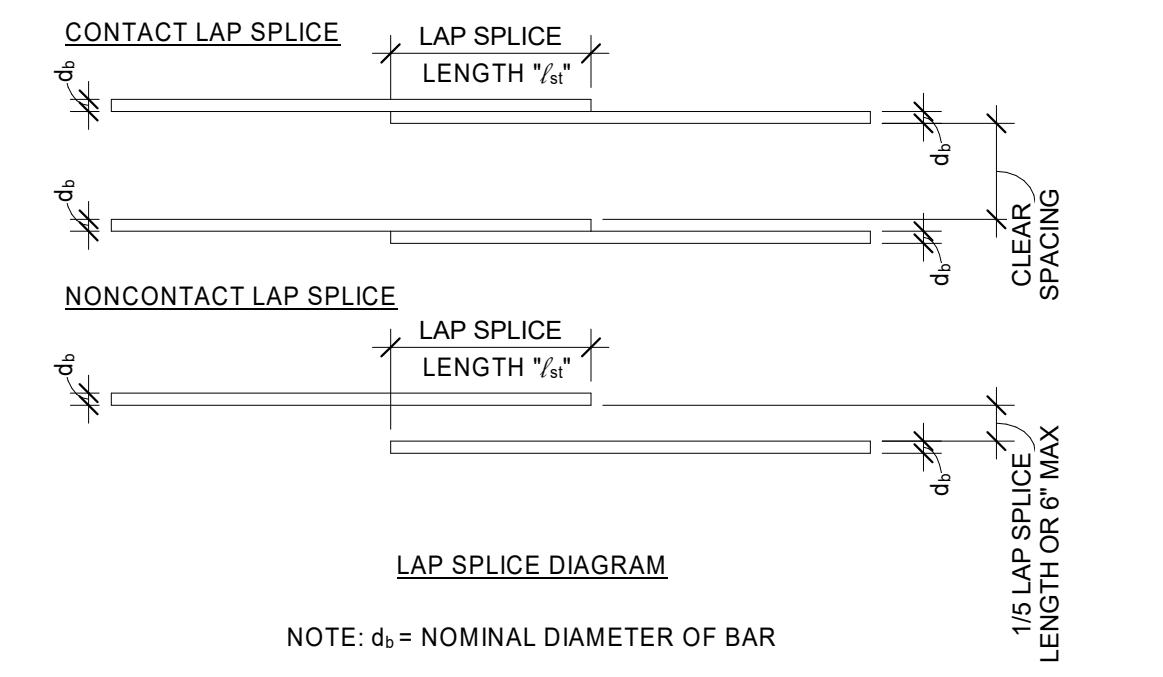
G001

MINIMUM MASONRY REINFORCING LAP SCHEDULE

REBAR SIZE	LAP LENGTH
#4	1'-8"
#5	2'-1"
#6	2'-6"
#7	2'-11"
#8	3'-4"
#9	3'-9"

- REINFORCING NOTES:**
- USE LAPS IN THE SCHEDULE UNLESS NOTED OTHERWISE.
 - ASSUMES ONE BAR CENTER OF CELL.
 - FOR REINFORCEMENT IN TENSION OR COMPRESSION.
 - DEVELOPMENT LENGTH OF EPOXY-COATED REINFORCING BARS SHALL BE TAKEN AS 150 PERCENT OF THE LENGTH NOTED IN TABLE ABOVE.

SPECIFIED COMPRESSIVE STRENGTH OF CONCRETE	f _c = 3000 PSI	
	CLASS B	
CASTING POSITION	OTHER BARS 1/2"	>12" FRESH CONCRETE PLACED BELOW HORZ BAR 1/2"
BAR SIZE #		
#3	1'-10"	2'-4"
#4	2'-5"	3'-2"
#5	3'-0"	3'-11"
#6	3'-7"	4'-8"
#7	5'-3"	6'-9"
#8	6'-0"	7'-9"
#9	6'-9"	8'-9"
#10	7'-7"	9'-10"
#11	8'-5"	10'-11"



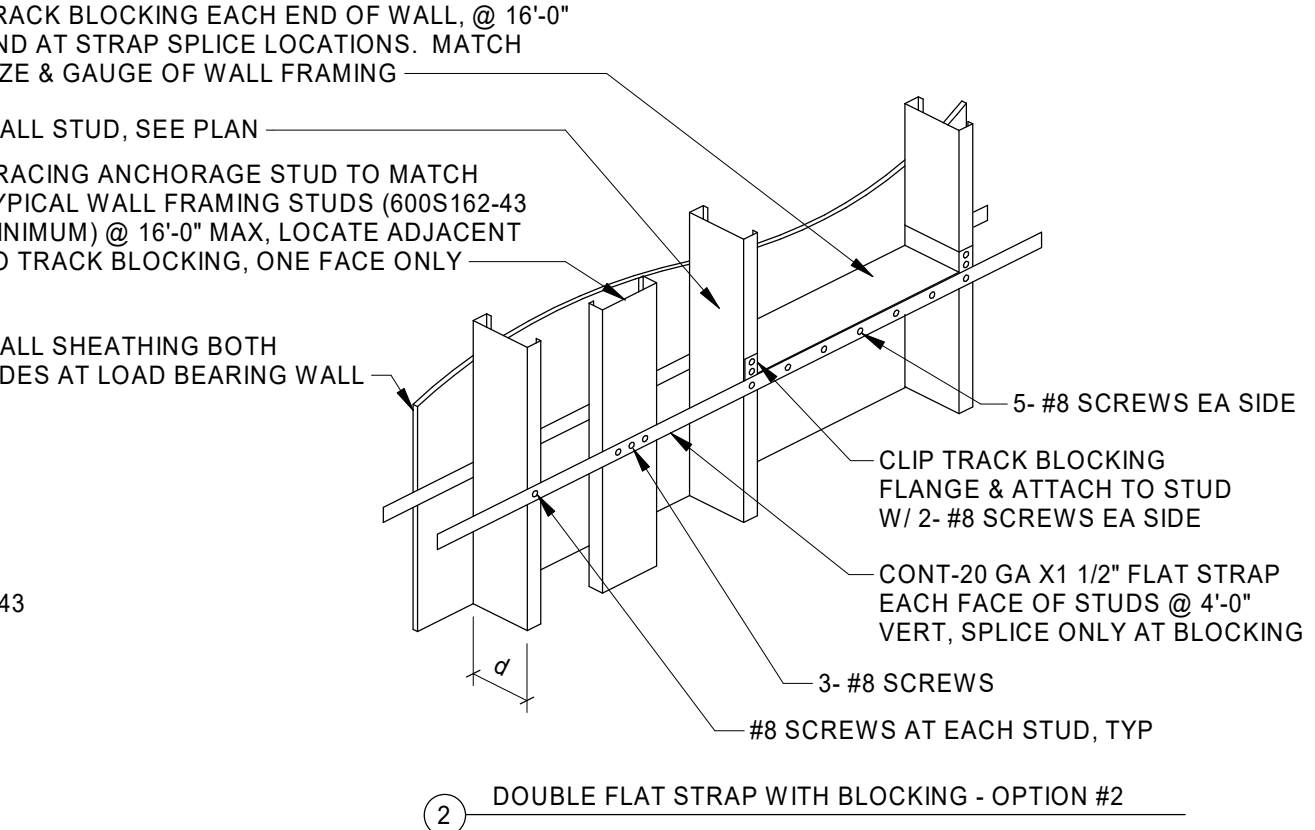
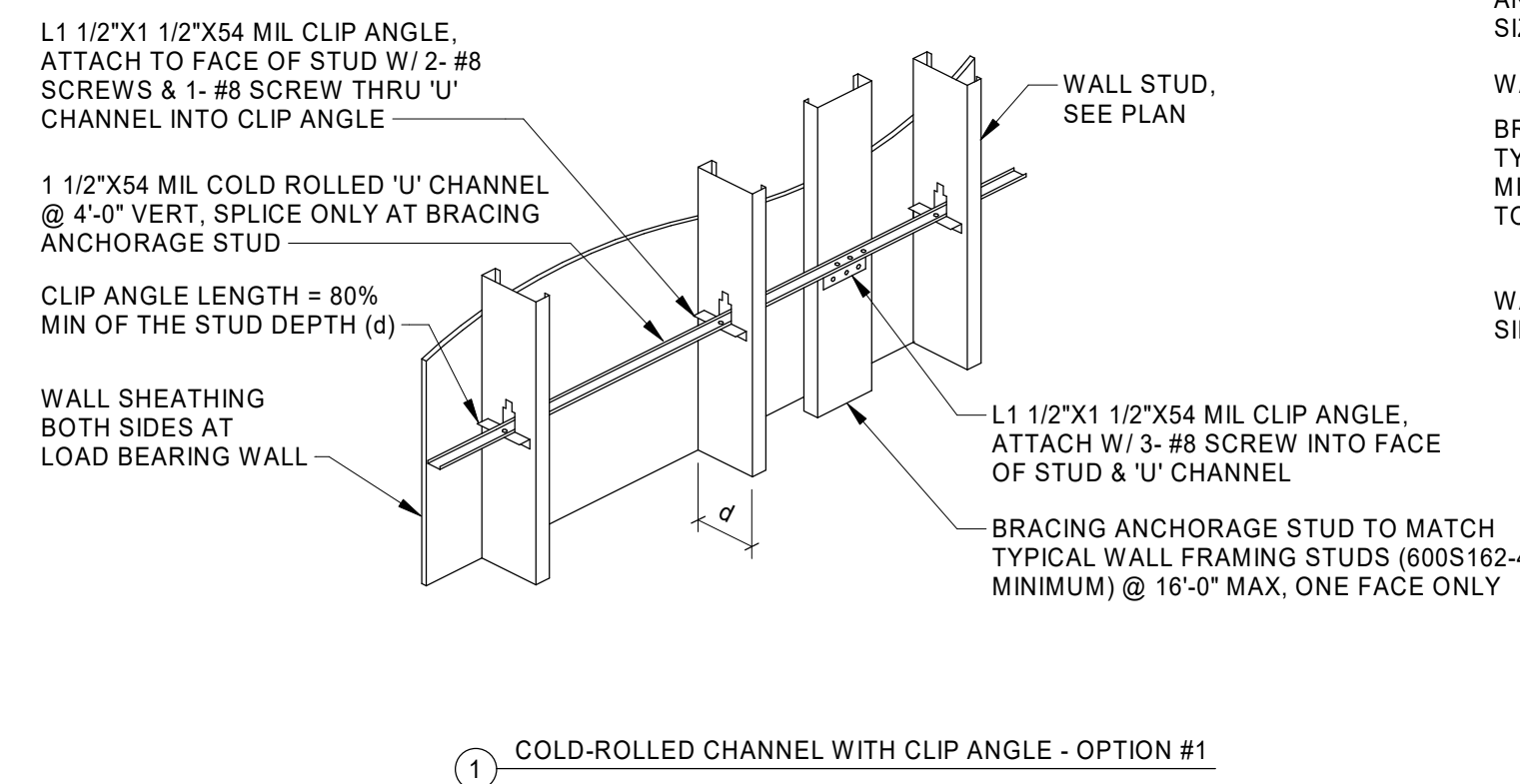
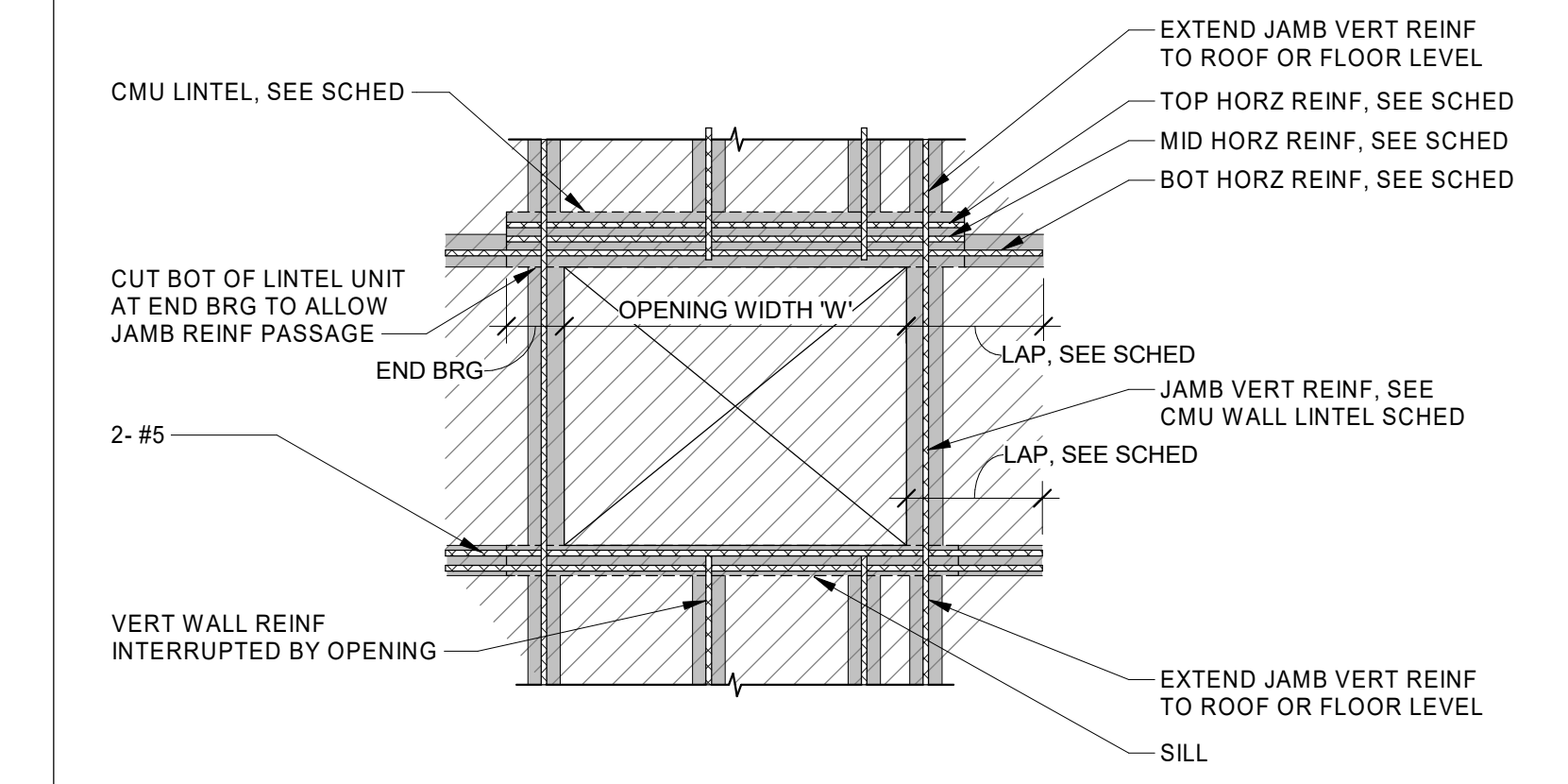
- SCHEDULE NOTES:**
- DEVELOPMENT LENGTHS IN SCHEDULE ARE FOR NORMALWEIGHT CONCRETE.
 - DEVELOPMENT LENGTHS IN SCHEDULE ARE FOR UNCOATED OR ZINC-COATED (GALVANIZED) REINFORCEMENT.
 - DEVELOPMENT LENGTHS IN SCHEDULE ARE FOR UNCOATED OR ZINC-COATED (GALVANIZED) REINFORCEMENT.
 - IF BARS OF DIFFERENT SIZE ARE LAP SPICED IN TENSION, l_{dt} SHALL BE THE GREATER OF l_d OF THE LARGER BAR AND l_{dt} OF THE SMALLER BAR.
 - d_n = NOMINAL DIAMETER OF BAR.
 - l_{dt} = TENSION LAP SPLICE LENGTH.
 - l_d = DEVELOPMENT LENGTH IN TENSION OF DEFORMED BAR.

CMU WALL LINTEL SCHEDULE

MARK	OPENING WIDTH 'W'	DEPTH	HORZ REINF SIZE			STIRRUPS	END BRG	JAMB VERT REINF MIN NUMBER
			TOP	MID	BOT			
(L1)	4'-0" < W <= 8'-0"	1'-4"	2-#3	---	2-#5	---	0'-8"	1



- CMU LINTEL SCHEDULE NOTES:**
- JAMB VERT REINF SIZE SHALL MATCH VERT REINF NOTED IN CMU WALL REINF SCHED.
 - AT W BEAM POCKETS, THE ENTIRE CMU WALL LINTEL DEPTH MUST BE PROVIDED BELOW W BEAM POCKET BEARING ELEVATIONS.
 - HOOK ALL HORZ REINF THAT CANNOT BE EXTENDED PER LAP SCHED.
 - ADD ALT 2 ONLY.

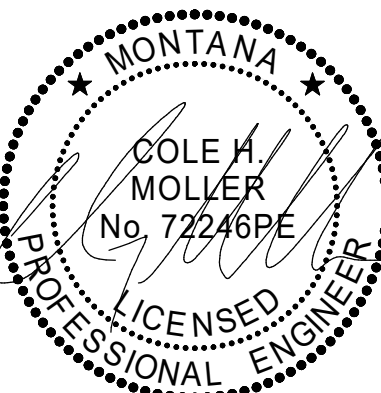
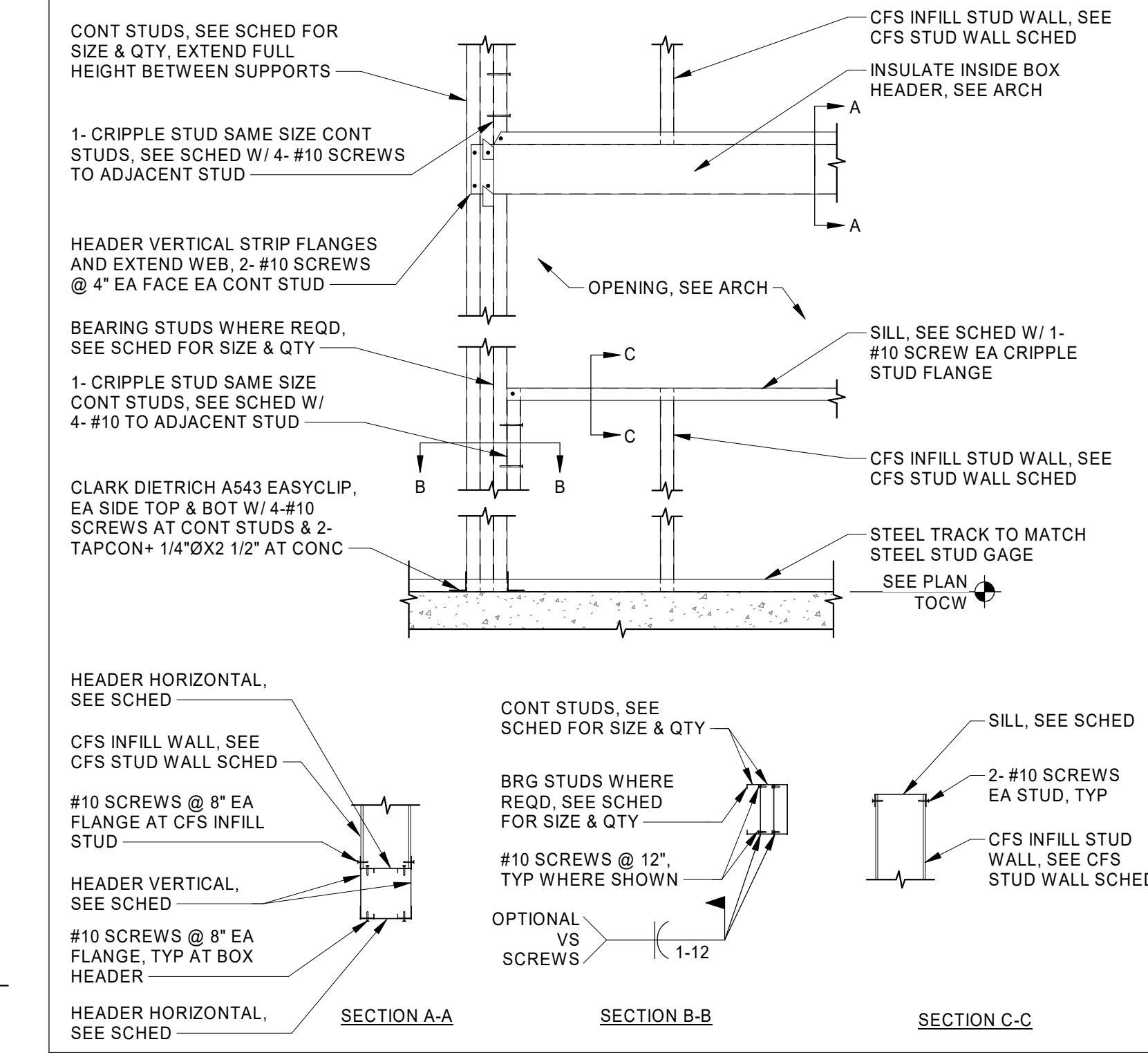


- NOTES:**
- BLOCKING AND STRAPPING REQUIRED AT ALL LOAD BEARING WALLS. EITHER BRACING OPTION #1 OR #2 MAY BE USED AT CONTRACTOR OPTION.
 - AT WALLS W/ SHEATHING APPLIED TO BOTH SIDES, ATTACH SHEATHING W/ #8 SCREWS @ 8" EA STUD. BRACING IS STILL REQUIRED AT SHEATHED WALL.
 - ANCHOR EACH BRACING ANCHORAGE STUD TOP & BOTTOM W/ L2X2X54 MIL X5" W/ 3- #8 SCREWS OR 3- 0.157"Ø PAF AT BOTH LEGS OF ANGLE.
 - WALLS W/ OPENINGS: EA SECTION OF WALL REMAINING BETWEEN OPENINGS IS CONSIDERED A WALL.

1 TYP COLD-FORMED STEEL WALL BRACING
S002 3/4" = 1'-0"

CFS STUD OPENING SCHEDULE

OPENING WIDTH 'W'	BEARING STUDS SIZE & QTY	CONT STUDS SIZE & QTY	HEADER SIZE VERTICALXCONC	HEADER SIZE HORIZONTALXCONC	SILL SIZE
W <= 3'-6"	1- 362S162-54 (50)	2- 362S162-54 (50)	600S162-33 (33)	362T200-33 (33)	600T200-54 (50)
3'-6" < W <= 6'-0"	1- 362S162-54 (50)	2- 362S162-54 (50)	600S162-43 (33)	362T200-33 (33)	600T200-54 (50)
6'-0" < W <= 12'-0"	2- 362S162-54 (50)	2- 362S162-54 (50)	600S200-54 (50)	362T200-54 (50)	2-600T200-54 (50)

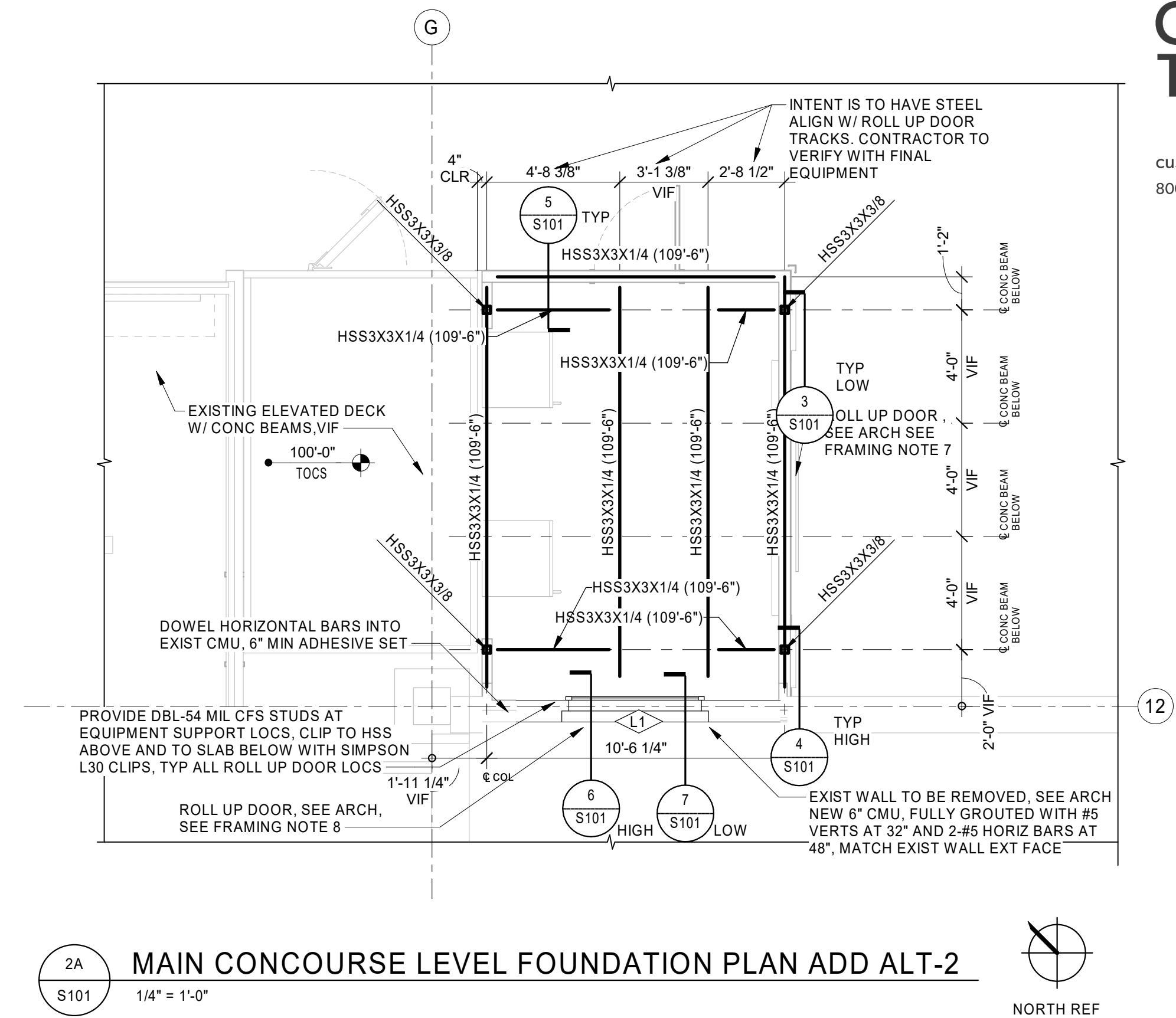
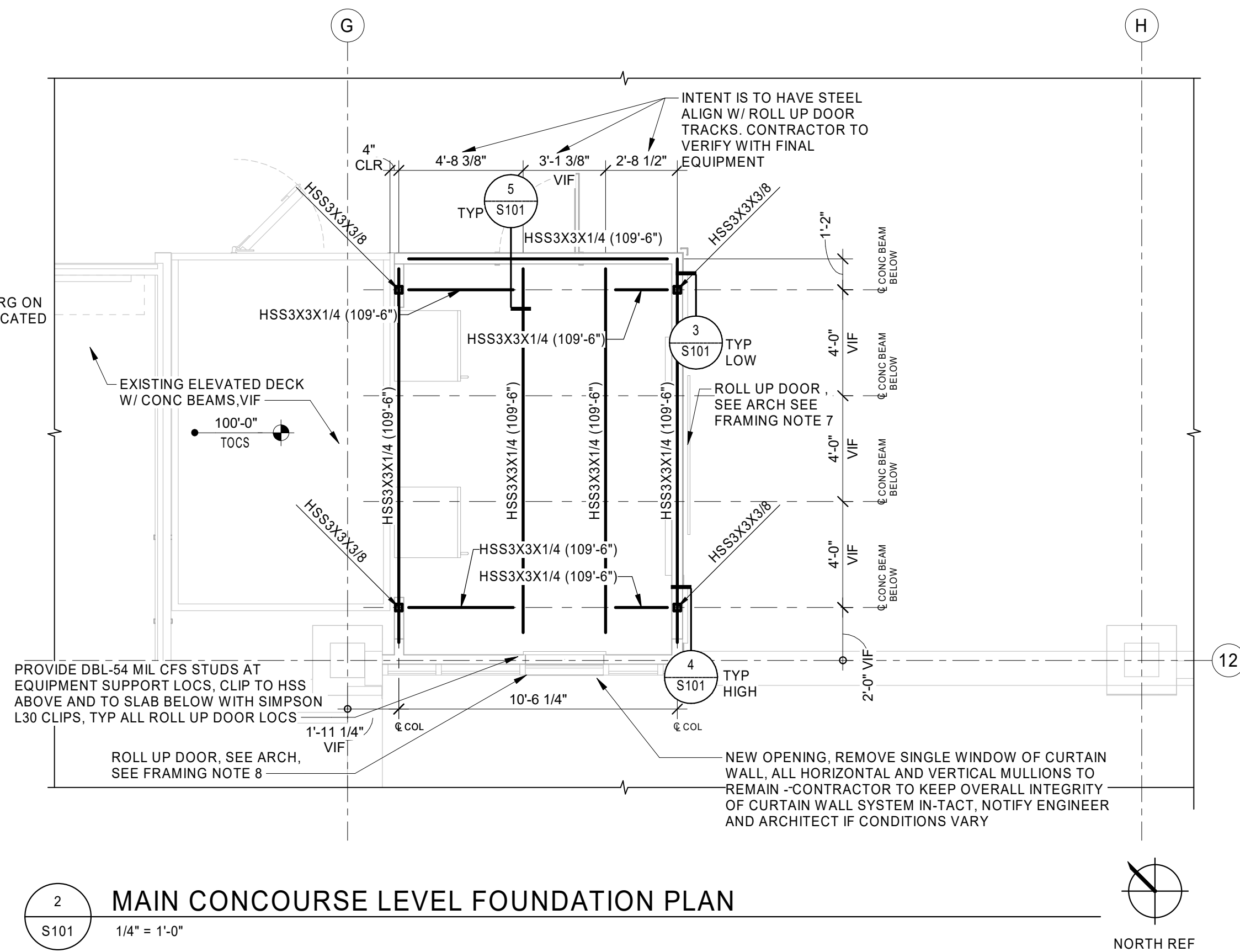
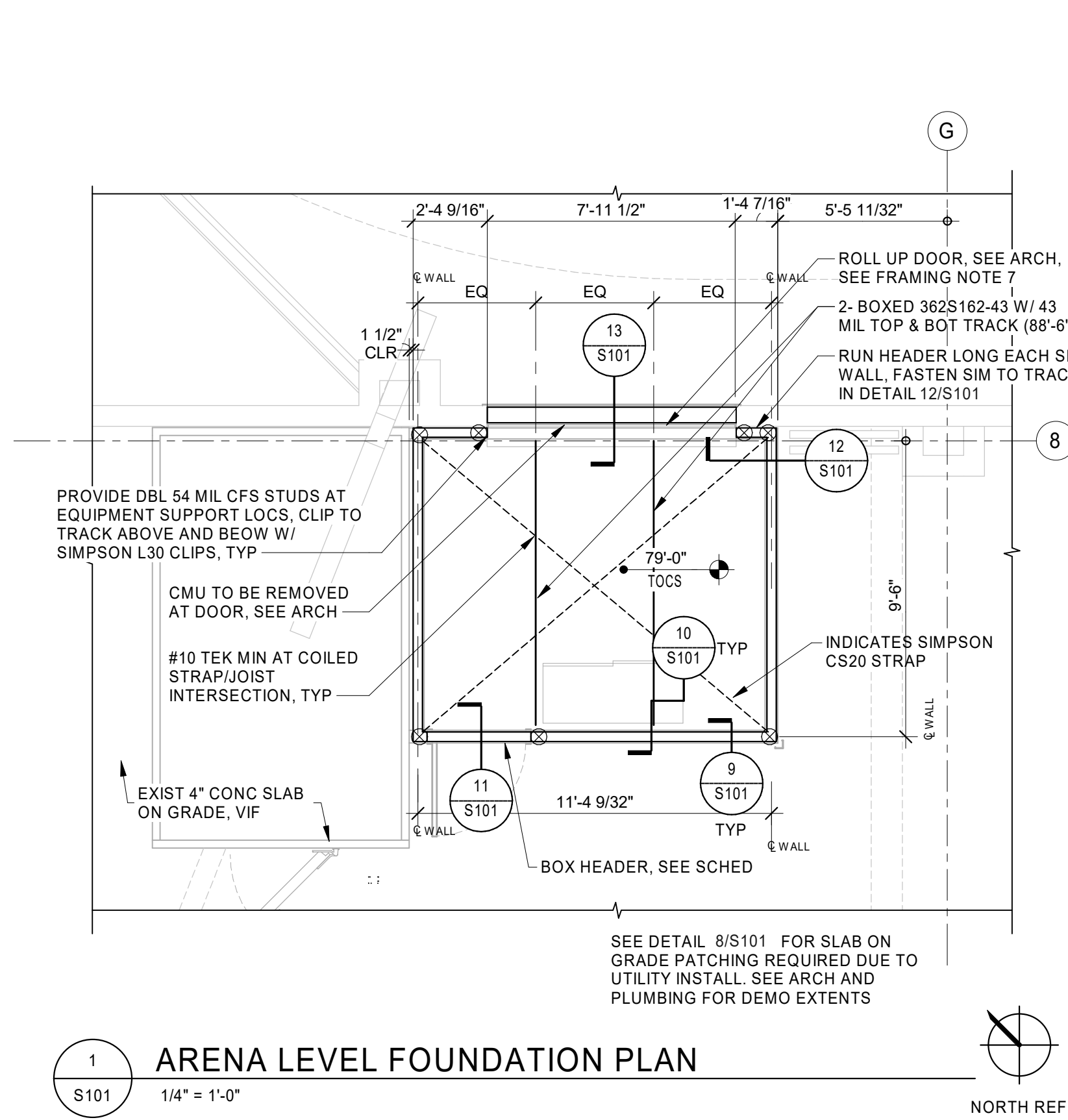


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CONSTRUCTION DOCUMENTS

02.26.2024
PROJ# | YC23_METCONC2
DESIGNED BY | MOLLER
DRAWN BY | SCHWARTZKOPF
REVIEWED BY | MOLLER
REVISIONS

STRUCTURAL SCHEDULES



STRUCTURAL PLAN NOTATION

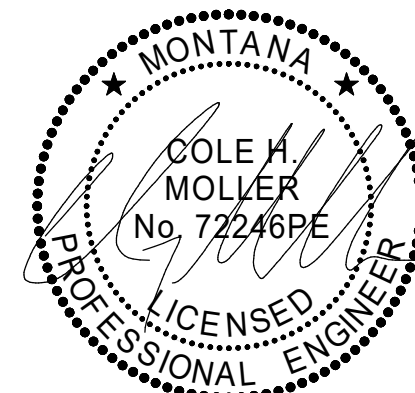
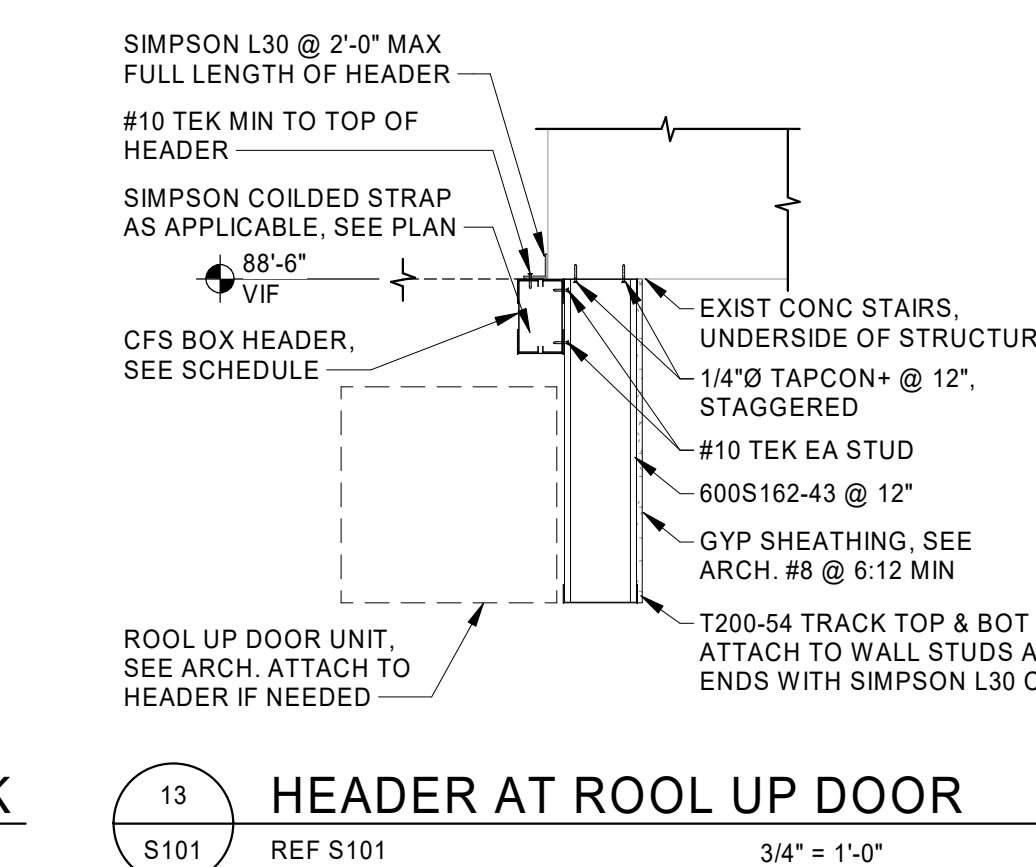
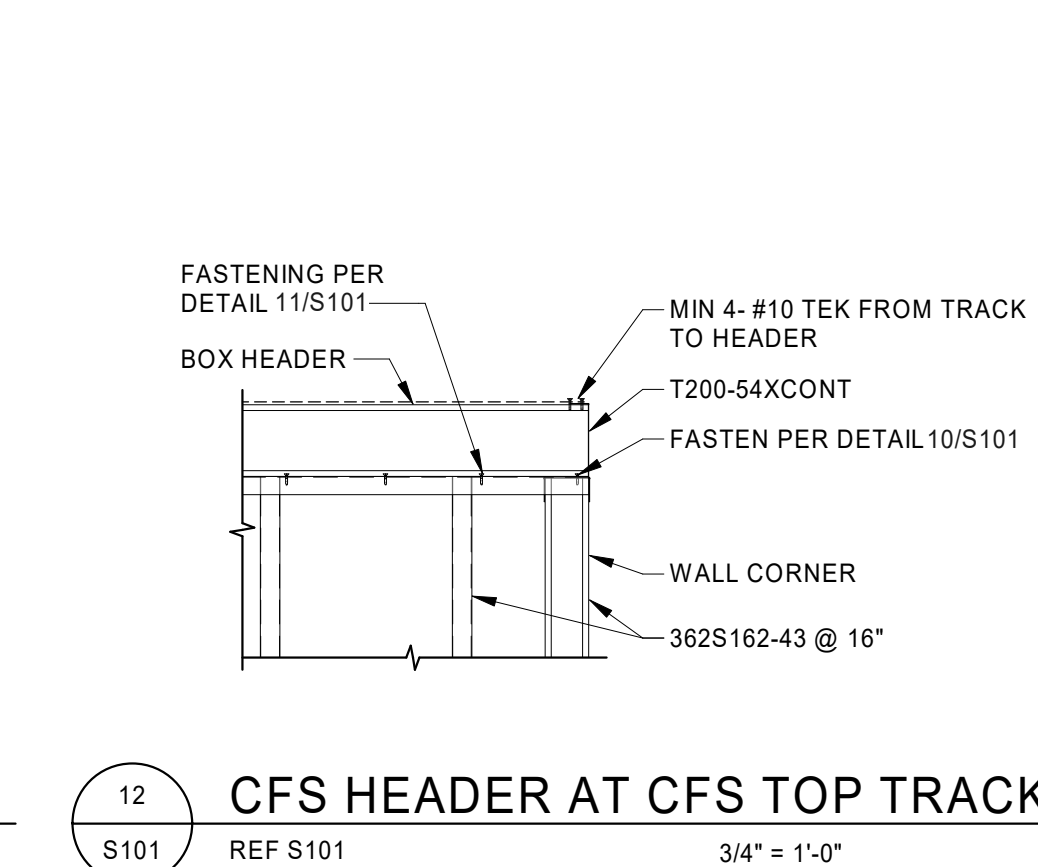
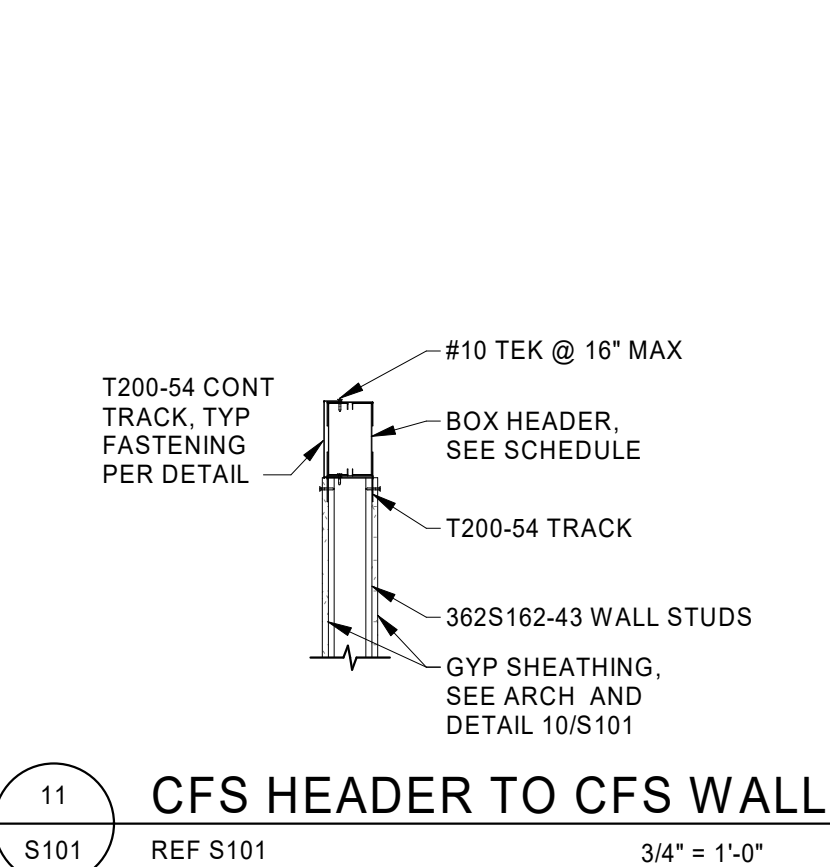
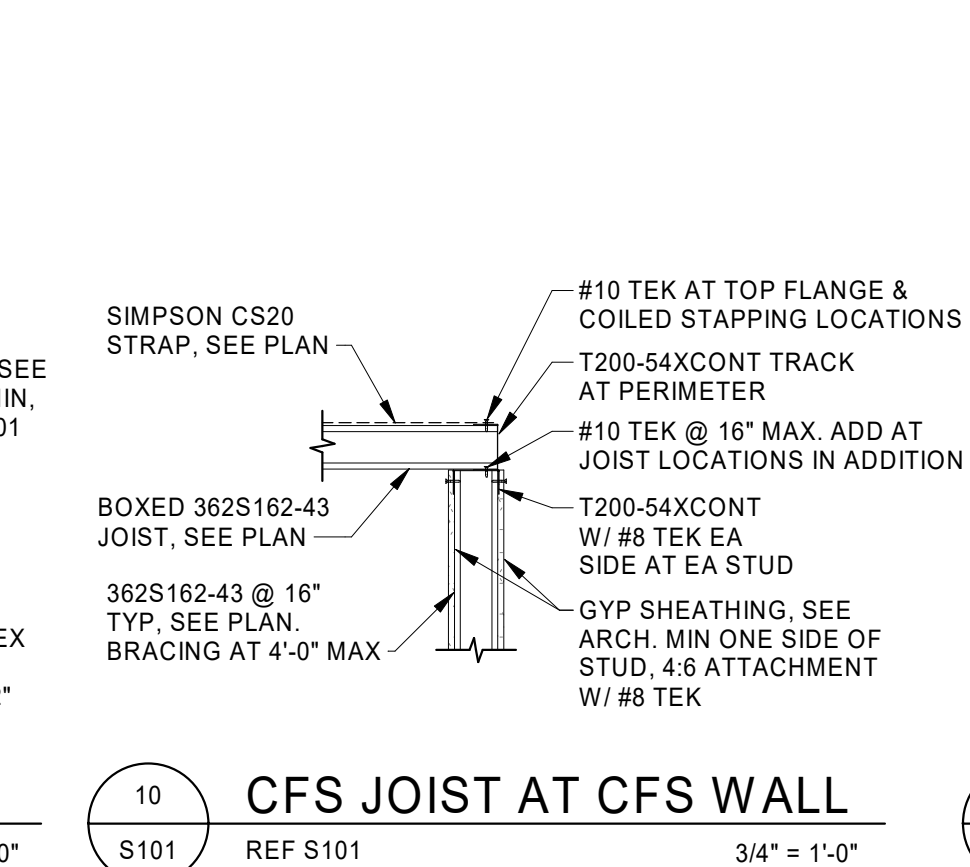
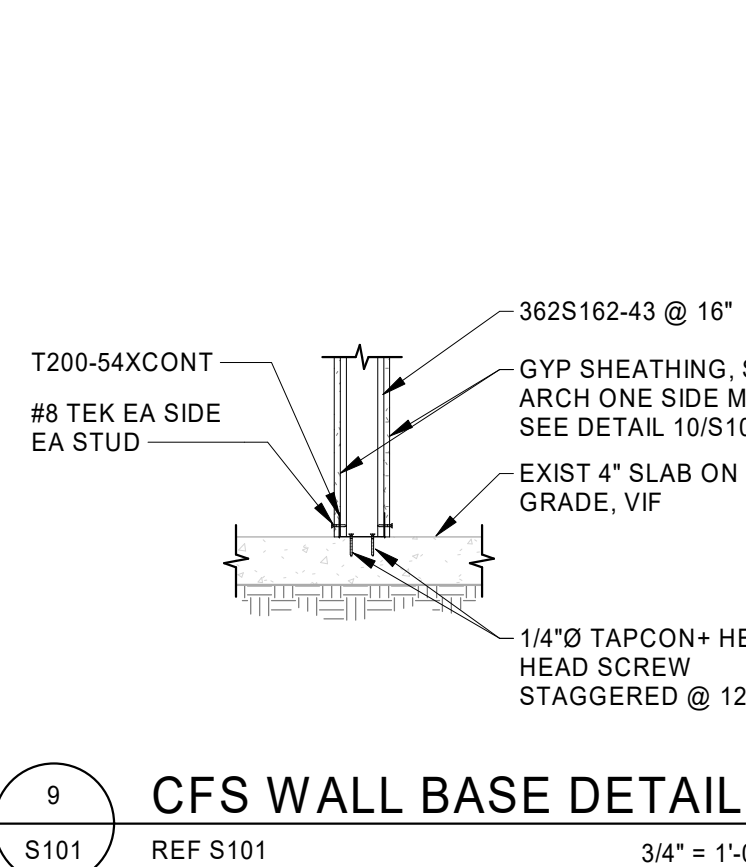
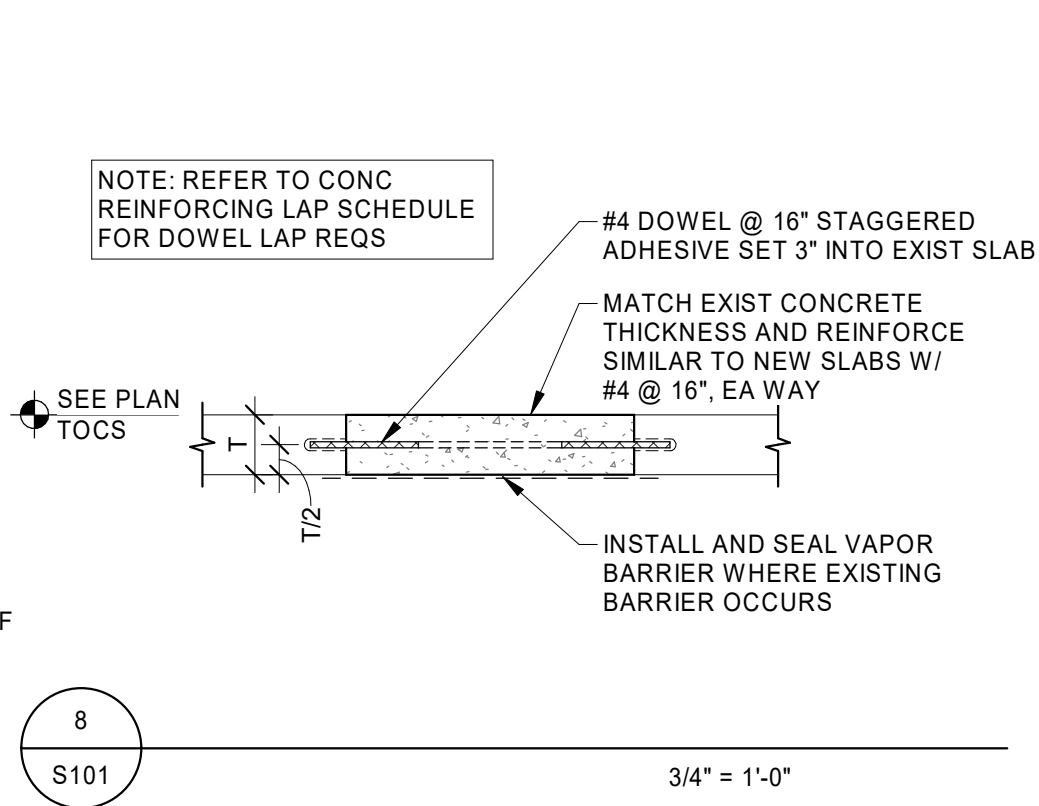
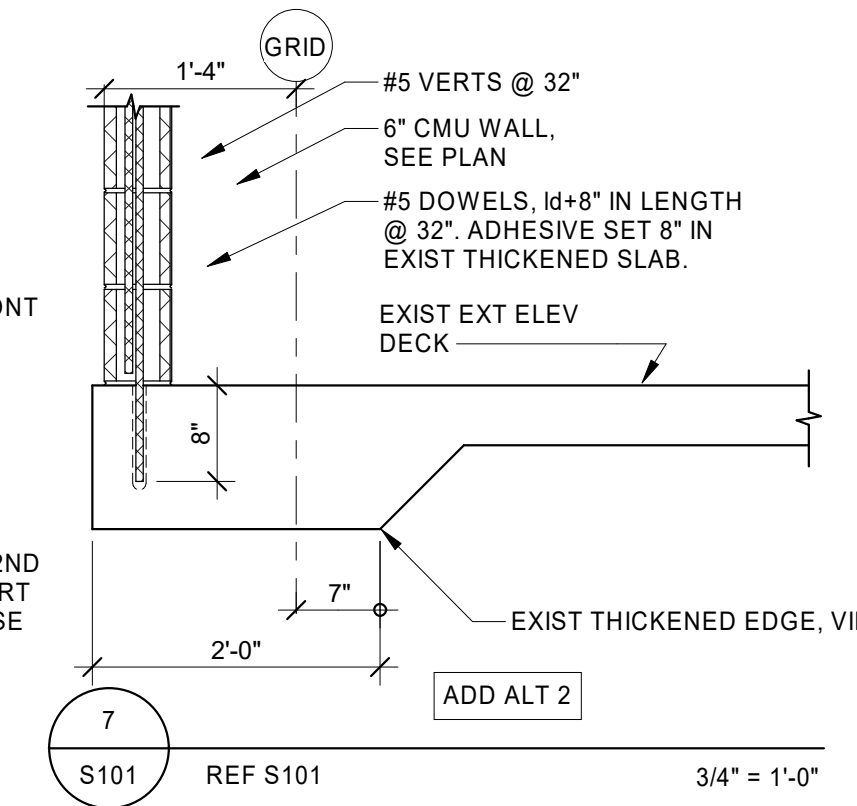
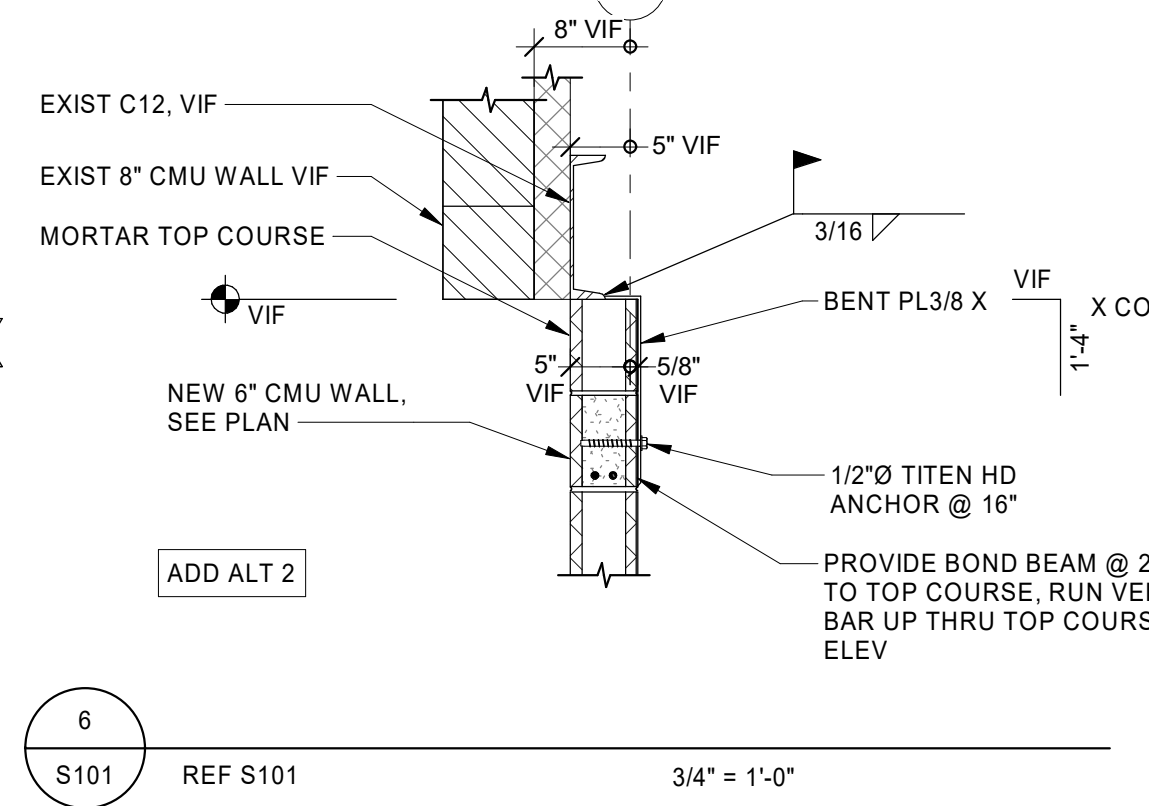
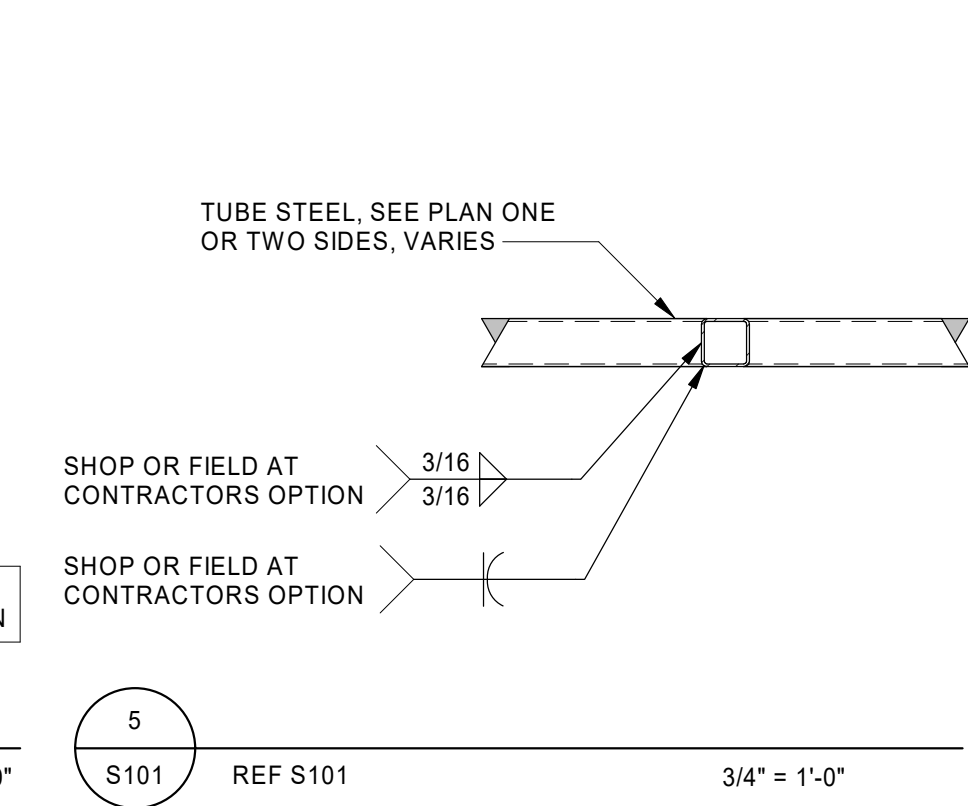
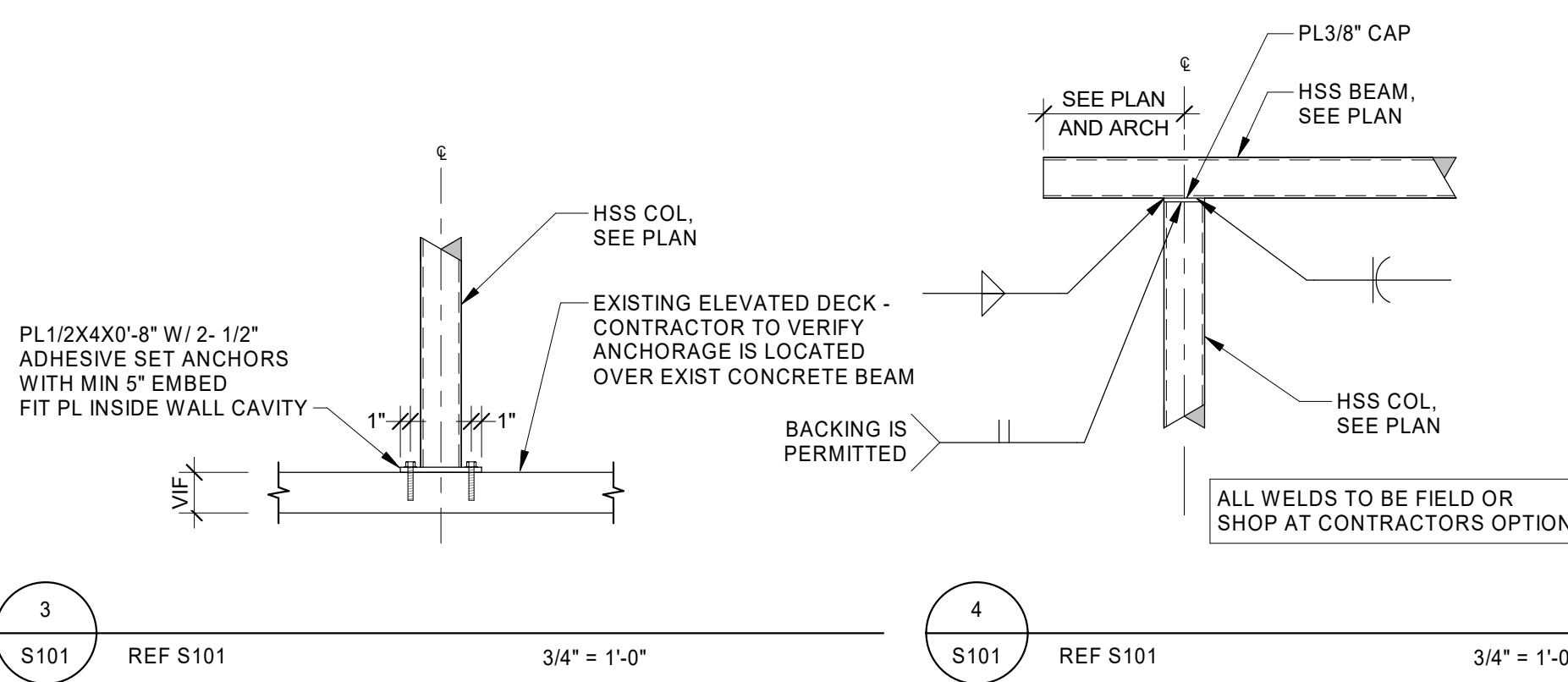
- XXX'-X" TOCS INDICATES TOP OF CONCRETE SLAB ELEVATION.
- XXX'-X" TOW INDICATES TOP OF WOOD/LIGHT GAGE WALL ELEVATION.
- HSS7X2Y?? INDICATES HOLLOW STRUCTURAL SECTION-STEEL COLUMN.
- BEAM NOTES: HSS7X2Y? OR W7X? [XX] C=? (XXX'-X") INDICATES BEAM SIZE.
- (XXX'-X") INDICATES TOP OF BEAM ELEVATION.
- ⊗ INDICATES SIMPSON DTT1Z HOLDDOWN WITH 3/8"x3" HILTI KWIK BOLT T2Z. USE ALL MFR FASTENING.

FOUNDATION PLAN NOTES

- ALL GRID DIMENSIONS ARE LOCATED AT OUTSIDE FACE OF FOUNDATION WALL OR AT CL OF COLUMN.
- PLAN SHEET "CUT" PLANE IS ASSUMED TO OCCUR 48" ABOVE FLOOR/SLAB LEVEL.
- REFERENCE ARCHITECTURAL/PLUMBING PLANS FOR FLOOR DRAIN LOCATIONS AND SLOPED SLAB LIMITS.
- GRID LAYOUTS NEED TO BE COORDINATED WITH EXISTING STRUCTURE AND FIELD VERIFIED.

FRAMING PLAN NOTES

- ALL GRID DIMENSIONS ARE LOCATED AT OUTSIDE FACE OF FOUNDATION WALL OR AT CL OF COLUMN. VIF.
- PLAN SHEET "CUT" PLANE IS ASSUMED TO OCCUR 48" ABOVE FLOOR/ROOF LEVEL.
- BEAMS ARE EQUALLY SPACED BETWEEN COLUMNS UNLESS DIMENSIONED. VIF.
- SEE STRUCTURAL GENERAL NOTES SECTION "B" FOR DESIGN LOADS REQUIRED.
- REFERENCE OTHER DISCIPLINES INDICATING SUSPENDED EQUIPMENT FOR SPECIFIC PLAN LOCATION, LOADING AND CONNECTION DETAILS TO PRIMARY STRUCTURAL FRAMING.
- SEE S002 FOR CMU PENETRATION REQUIREMENTS. ADD ALT 2 SCOPE ONLY.
- BASIS OF DESIGN: COOKSON ESC10 SELF SUPPORTING COILING DOOR. VERTICAL SUPPORTS TO BE ATTACHED TO PROVIDED DBL STUD PACKS AT MFR DIRECTION. PERMITTED TO ATTACH TO CFS HEADER OR HSS BEAM IF REQ FOR BRACING.
- BASIS OF DESIGN: CLOPAY MODEL 904 ROLLING DOOR. ATTACH DOOR HORIZONTAL TRACKS TO PROVIDED HSS FRAMING. COORDINATE REQ LOCATIONS OF STEEL WITH DOOR MFR. FASTEN TO STRUCTURE PER MFR REQUIREMENTS. VERTICAL TRACKS OF DOOR TO BE ATTACHED TO PROVIDED DBL STUD PACKS PER MFR.
- CONTRACTOR TO VERIFY EXISTING CONCRETE BEAM LOCATIONS WITH PROPOSED SAWCUTTING AND CORE DRILLS. NO PENETRATIONS THROUGH EXISTING BEAMS PERMITTED.
- SEE BRACING DETAILS ON S002 FOR ALL CFS WALLS.



DEMO. PLAN LEGEND

- EXISTING, TO REMAIN
- - - - TO BE DEMOLISHED
- NAME
[101] — ROOM NAME AND NUMBER
- (X) — KEYNOTE
- ↔ — DIMENSION TO FINISH

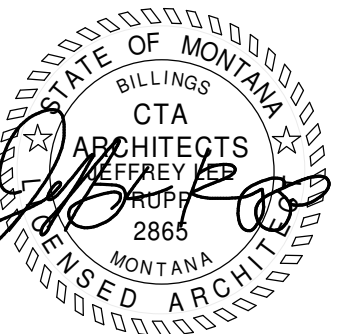
GENERAL DEMO NOTES

1. REFER TO ELECTRICAL AND PLUMBING PORTIONS OF THE CONTRACT DOCUMENTS FOR ADDITIONAL REMOVAL OR DEMOLITION REQUIREMENTS.
2. THE PRESENT DEMOLITION PLAN IS BASED ON EXISTING ASBULT PLANS AND PICTURES, CONTRACTOR SHALL FIELD VERIFY AND MAKE NEED FOR THE REMOVAL AND INSTALL OF NEW DESIGN WORK. WORK NOT CLEARLY DEFINED AS REMOVAL SHALL BE BROUGHT TO THE ARCHITECT'S ATTN PRIOR TO REMOVAL.
3. PROMPTLY REPAIR DAMAGES CAUSED TO ADJACENT FACILITIES/FINISHES BY DEMOLITION OR CONSTRUCTION WORK. ADDITIONAL WORK CAUSED BY CONTRACTOR BEYOND THE SCOPE INDICATED WILL NOT BE ADDITIONAL COST TO OWNER.
4. REMOVE DEBRIS FROM THE SITE IMMEDIATELY UPON REMOVAL AND DISPOSE OF LEGALLY. THE BUILDING AND GROUNDS SHALL BE KEPT CLEAN AND FREE OF DEBRIS.
5. WHERE EXISTING CASEWORK, EQUIPMENT, PIPING, CEILINGS, DUCTS, ETC. ARE TO BE REMOVED, SUCH REMOVAL SHALL INCLUDE ALL ANCHORS, HANGERS, FRAMING FOUNDATION, ETC.
6. PATCH FLOOR, WALLS, AND CEILINGS TO MATCH ADJACENT SURFACES AFTER REMOVAL IN ORDER TO BE READY TO RECEIVE FINAL FINISHES.
7. THE CONTRACTOR IS REQUIRED TO MEET WITH THE OWNER AND COORDINATE THE PROPOSED WORK SCHEDULE FOR BOTH REMOVAL PHASING AND REMODEL WORK AS SHOWN HEREIN.
8. THE CONTRACTOR IS REQUIRED TO PROVIDE TEMPORARY DUST BARRIERS BETWEEN CONSTRUCTION WORK AREAS AND FUNCTIONING SPACES.

DEMO PLAN KEYNOTES

- ① SAWCUT AND REMOVE INDICATED PORTION OF CMU WALL, FROM 32" A.F.F. TO BOTTOM OF EXISTING BEAM, SEE STRUCTURAL.
- ② NOT USED
- ③ DEMO. PORTION OF CONCRETE SLAB AS NECESSARY FOR NEW PLUMBING PIPES - APPROXIMATE LOCATION AND SIZE INDICATED - COORDINATE WITH PLUMBING SEE SHEET P100.
- ④ EXISTING TRACK TO REMAIN.
- ⑤ EXISTING CONCESSION - NO INTERVENTION.
- ⑥ EXISTING SOFFIT AND TRACK, ABOVE, TO REMAIN.
- ⑦ REMOVE EXISTING STOREFRONT WINDOW ONLY. MULLIONS, HEAD AND SILL TO REMAIN. PREPARE OPENING FOR NEW WALL ASSEMBLY.
- ⑧ EXISTING WINDOW MULLION TO REMAIN. RECONFIGURE AS NECESSARY.
- ⑨ DEMO. GYP. SOFFIT AS REQUIRED FOR STRUCTURAL CONNECTION. SEE DETAIL 6/S101.
- ⑩ SAWCUT CONCRETE FOR NEW FLOOR SINK. VERIFY AND AVOID LOCATION OF CONCRETE TEES. COORDINATE WITH EXISTING STRUCTURE AND 2/P200 SHEET.
- ⑪ 3" CORE DRILL FOR HUB DRAIN. SEE 1/P200.

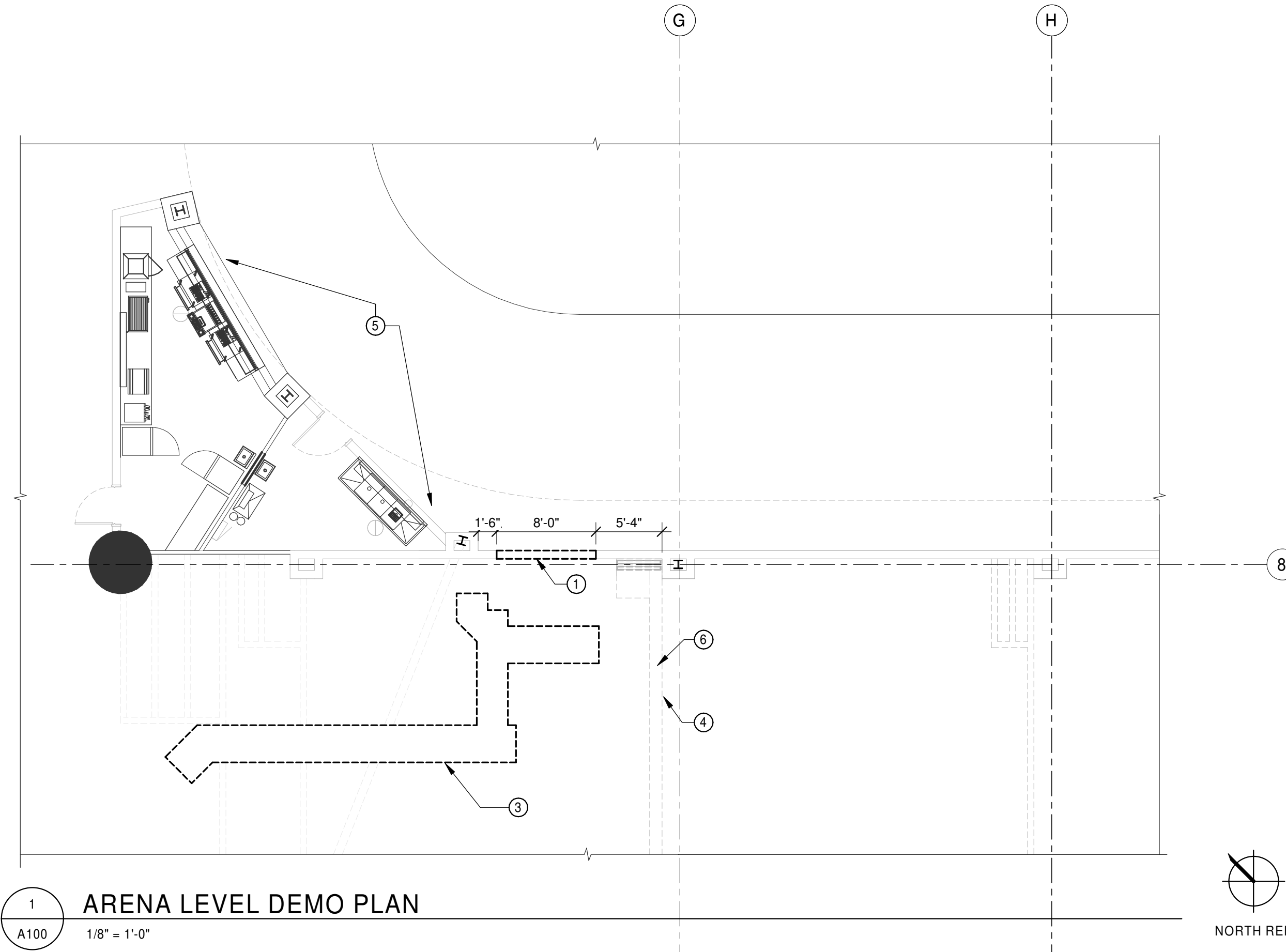
YELLOWSTONE COUNTY - METRA PARK
2023 CONCESSIONS



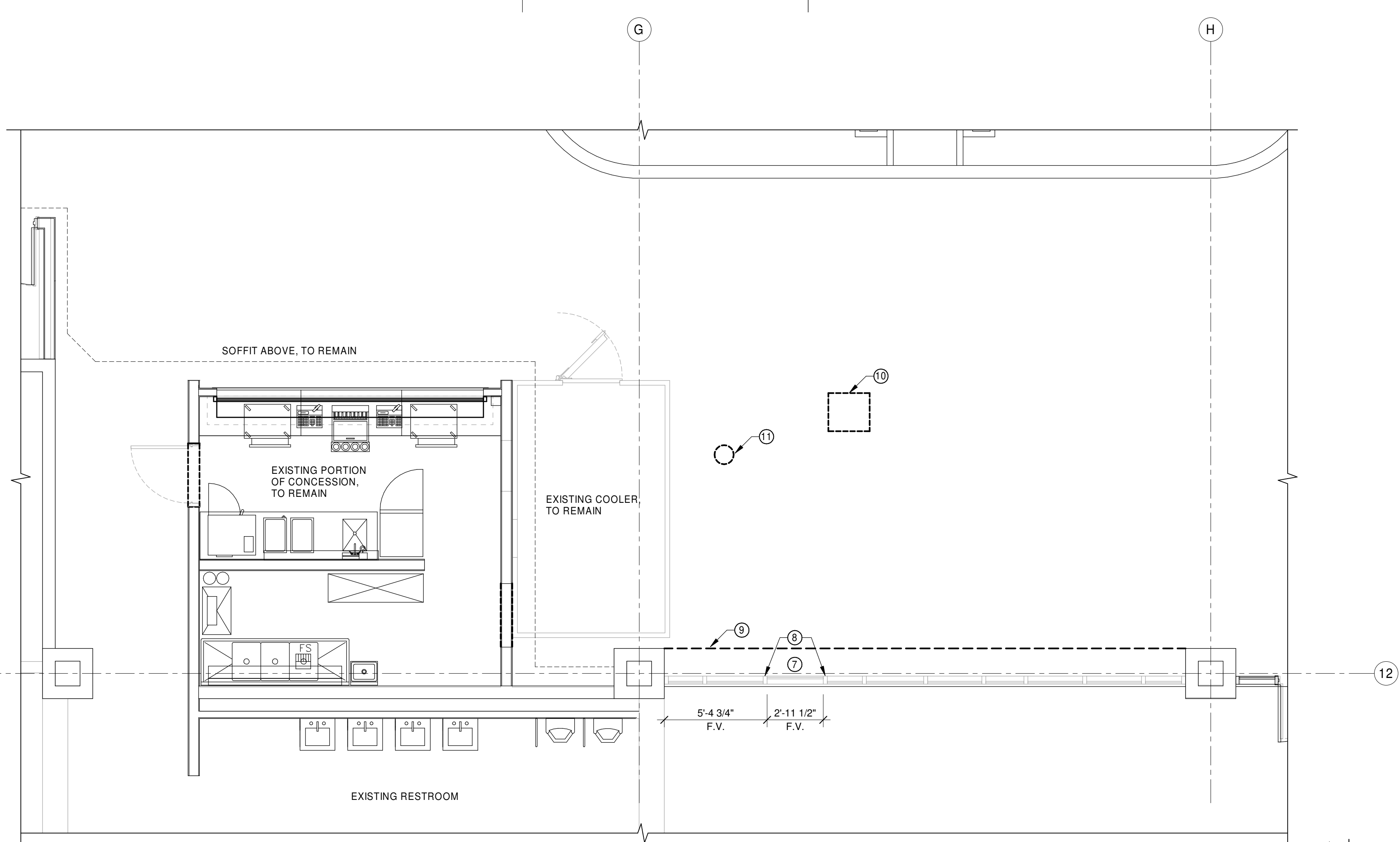
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CONSTRUCTION DOCUMENTS

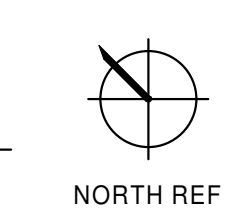
02.26.2024
PROJECT# | YC23_METCONC2
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REVISIONS
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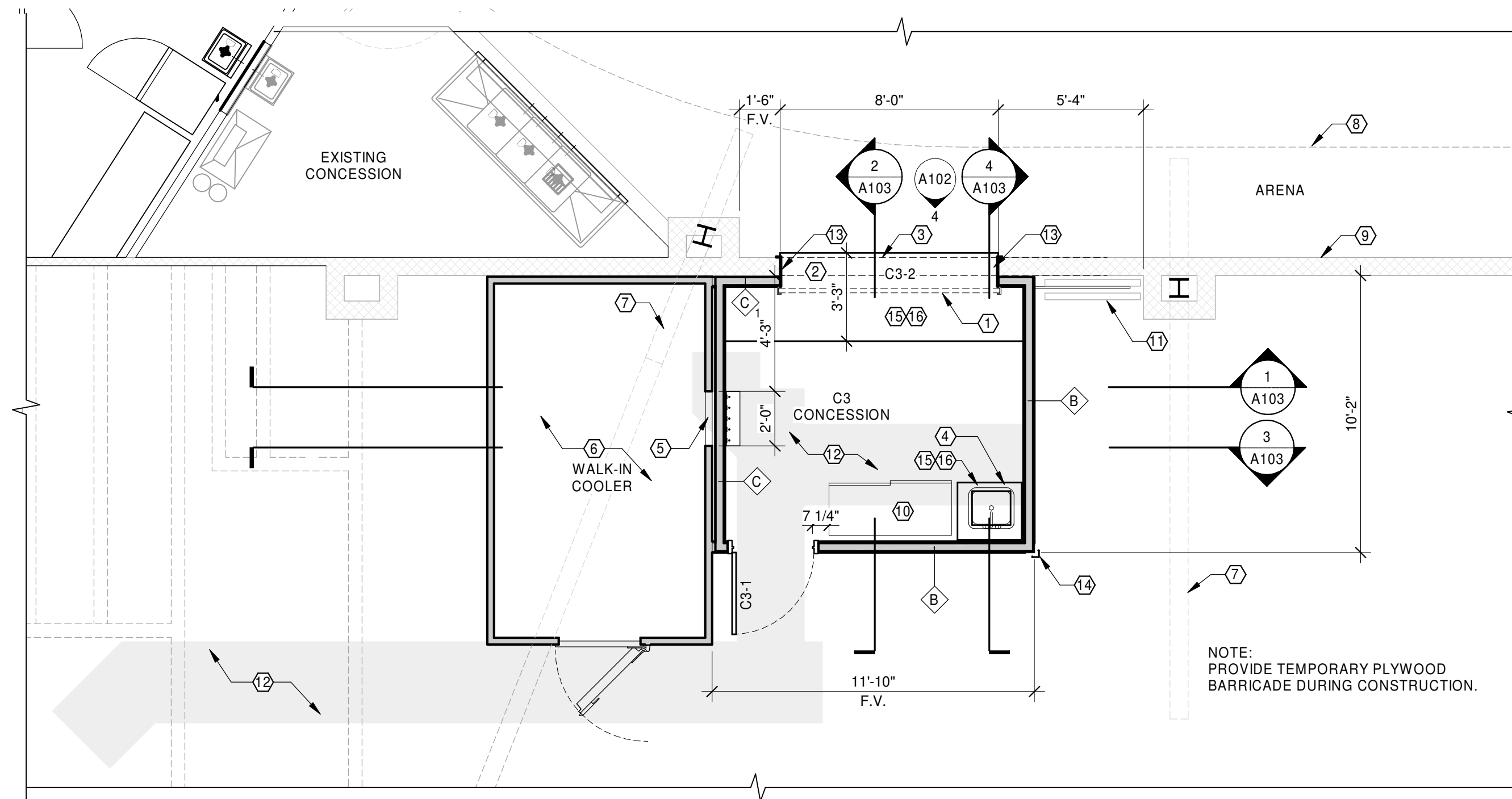


1 ARENA LEVEL DEMO PLAN
A100 1/8" = 1'-0"



2 MAIN CONCOURSE LEVEL DEMO. PLAN
A100 1/4" = 1'-0"

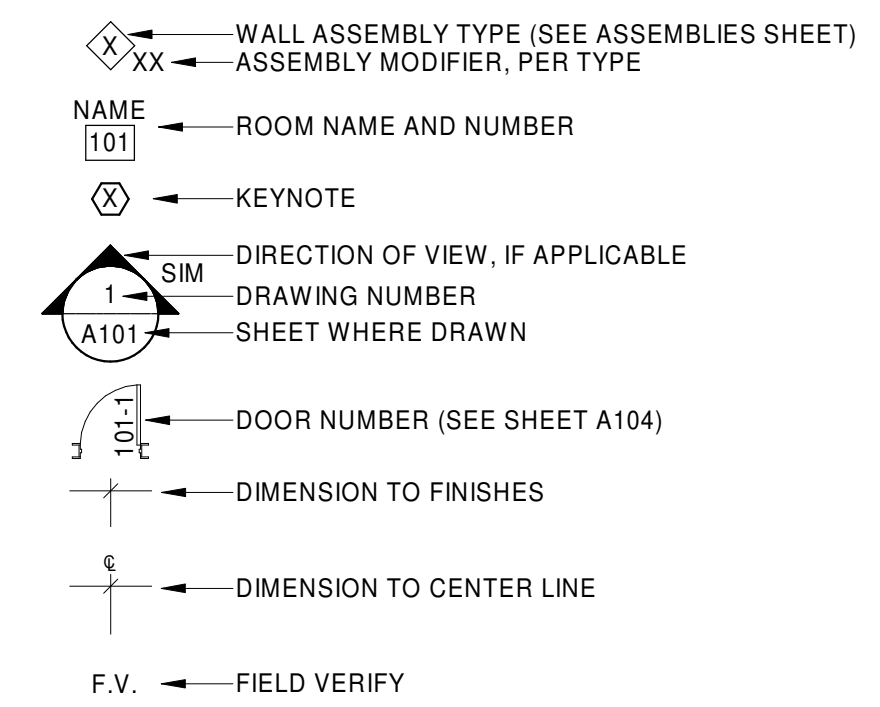




FLOOR PLAN KEYNOTES

- OVERHEAD COILING DOOR, SEE DOOR SCHEDULE.
- STAINLESS STEEL SERVING SHELF, SEE SECTIONS AND DETAILS.
- EXISTING CMU WALL BELOW COUNTERTOP.
- "INTERGRAL" S.S. HANDWASH SINK SEE PLUMBING
- DRAFT BEER TAPS, BY METRA - TENTATIVE SIZE, LOCATION AND CONFIGURATION INDICATED.
- NEW WALK-IN COOLER, BY METRA. COORDINATE COOLER HEIGHT FOR CLEARANCE AT BEAM LOCATION.
- BEAM PROJECTION, ABOVE.
- EDGE OF BALCONY ABOVE.
- EXISTING CMU WALLS AND COLUMNS FURRING, TO REMAIN.
- MERCHANDIZING COOLER, BY METRA.
- EXISTING MOVABLE WALL PANELS TO REMAIN, PROTECT AS NECESSARY DURING CONSTRUCTION.
- REPAIR CONCRETE FLOORING AFTER PLUMBING DUCTS INSTALLATION - APPROXIMATE LOCATION AND SIZE INDICATED - COORDINATE WITH PLUMBING, SEE STRUCTURAL DETAIL 8/S101 FOR SLAB.
- METAL CLAD JAMB, SEE 4/A104
- NEW HEAVY DUTY STAINLESS STEEL 4" X 4" X 8' TALL CORNER GUARD.
- PLASTIC LAMINATE "P-LAM" COUNTERTOP (BASE BID) - OPEN ADJUSTABLE SHELVEING BELOW WITH P-LAM, SEE ELEVATIONS AND DETAILS.
- SOLID SURFACE COUNTERTOP (ADD ALTERNATE #1) - OPEN ADJUSTABLE SHELVEING WITH P-LAM BELOW, SEE ELEVATIONS AND DETAILS.

PLAN LEGEND

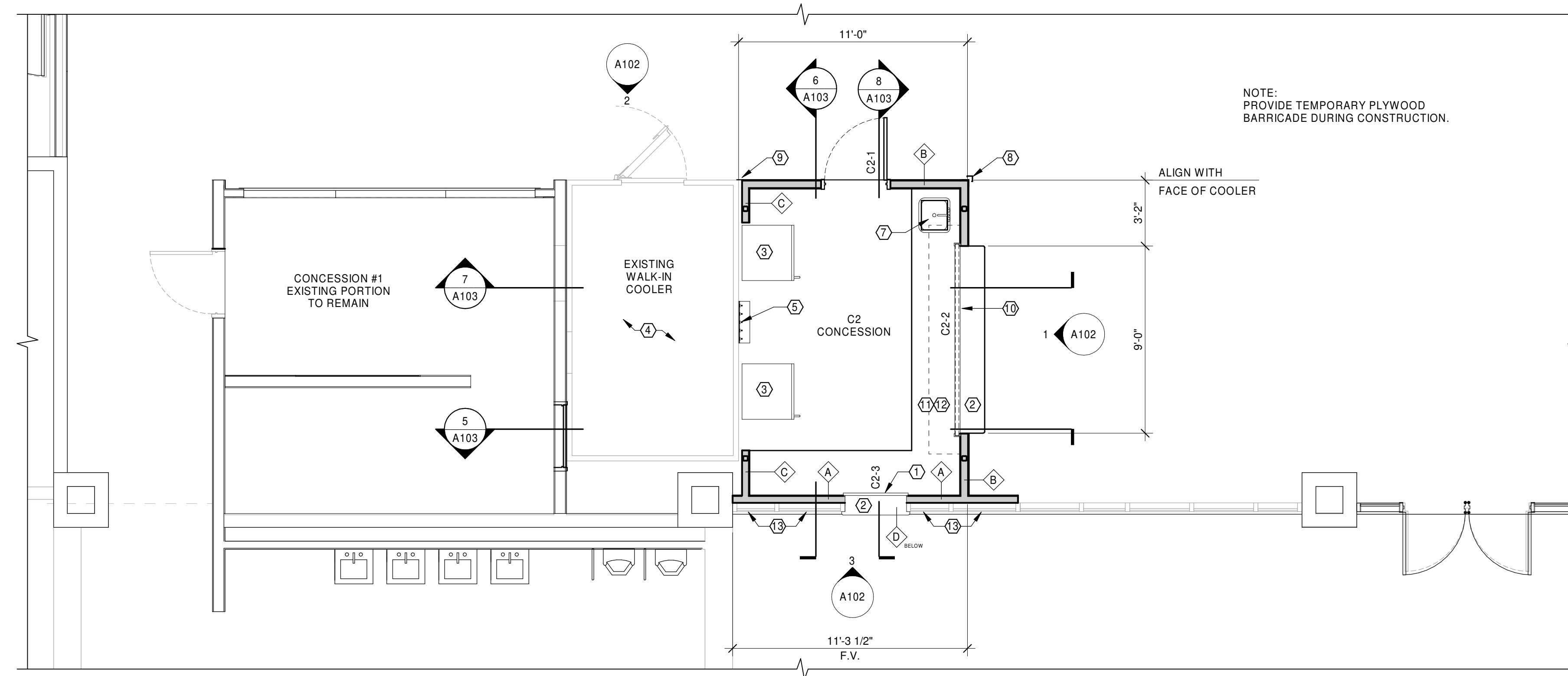


GENERAL FINISH NOTE:

- NO MOCK UPS REQUIRED BUT WILL NEED CONFIRMATION OF FINISHES AND MATERIAL SELECTIONS BY OWNER.

1 ARENA LEVEL CONCESSION NEW PLAN

A101 1/4" = 1'-0"



FLOOR PLAN KEYNOTES

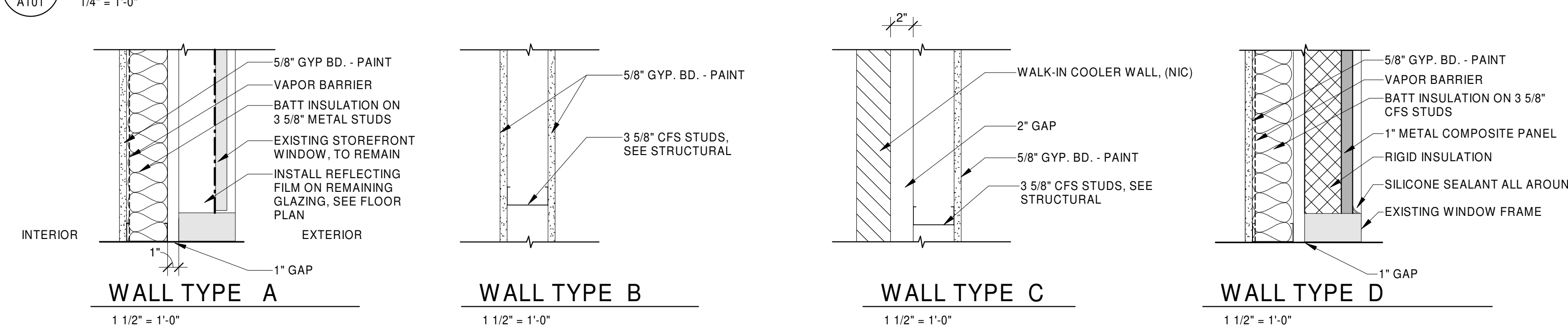
- SECTIONAL OVERHEAD GLASS PANEL DOOR ASSEMBLY, SEE DOOR, WINDOW SCHEDULE.
- STAINLESS STEEL SERVING SHELF, SEE SECTIONS, DETAILS.
- MERCHANDIZER COOLER UNIT BY METRA. VERIFY WIDTH AND COORDINATE WITH COUNTERTOP AND WALL LAYOUT.
- EXISTING WALK-IN COOLER, TO REMAIN.
- THROUGH WALL DRAFT ASSEMBLY BY METRA, COORDINATE OPENING SIZE AND NEED FOR BACKING, INSTALL DRAIN, SEE PLUMBING
- NOT USED.
- "INTERGRAL" S.S. HANDWASH SINK 15" X 17" X 6 1/2" - SEE PLUMBING
- NEW HEAVY DUTY STAINLESS STEEL 4" X 4" X 3' TALL CORNER GAURD. COORDINATE WITH TILE
- PREFINISHED BREAKSHAPE METAL TO FILL GAP BETWEEN WALL CORNER AND COOLER.
- OVERHEAD COILING DOOR, SEE DOOR SCHEDULE.
- PLASTIC LAMINATE "P-LAM" COUNTERTOP (BASE BID) - OPEN ADJUSTABLE SHELVEING BELOW WITH P-LAM, SEE ELEVATIONS AND DETAILS.
- SOLID SURFACE COUNTERTOP (ADD ALTERNATE #1) - OPEN ADJUSTABLE SHELVEING BELOW WITH P-LAM, SEE ELEVATIONS AND DETAILS.
- NEW INSULATED WALL BEHIND STOREFRONT WINDOWS, INSTALL REFLECTING FILM ON ENTIRE PORTION OF INDICATED GLASSING, SEE FLOOR PLAN.

NOTE: PROVIDE TEMPORARY PLYWOOD BARRICADE DURING CONSTRUCTION.

ALIGN WITH FACE OF COOLER

2 MAIN CONCOURSE LEVEL CONCESSION NEW PLAN

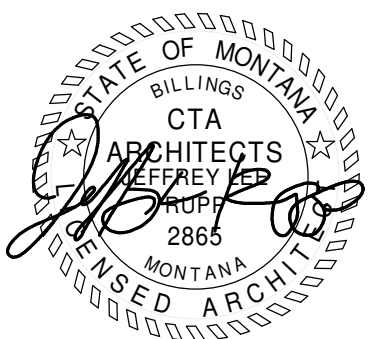
A101 1/4" = 1'-0"



WALL TYPE LEGEND

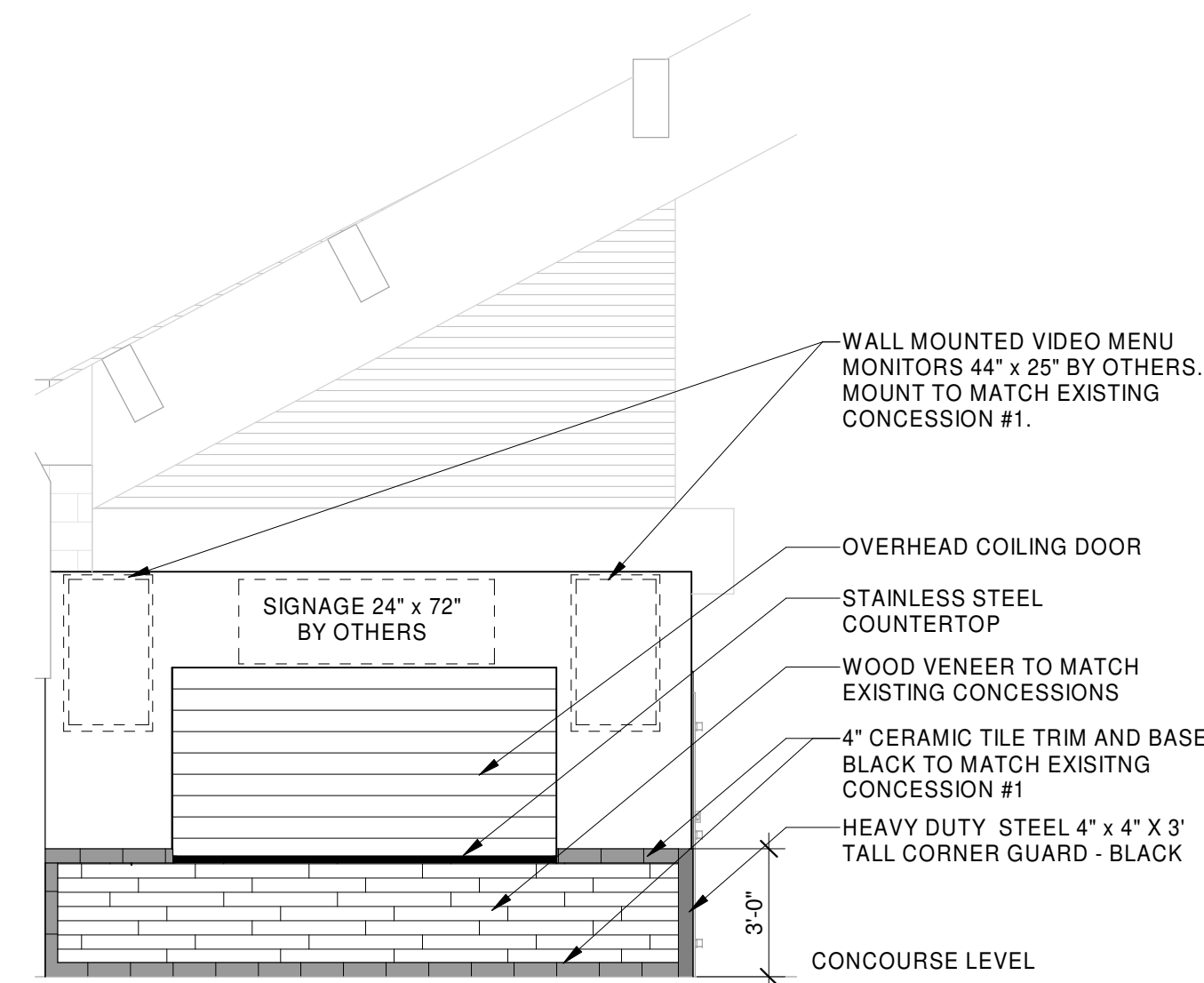
- GENERAL WALL TYPE NOTES:
- SEE INTERIOR ELEVATIONS AND FINISH SCHEDULE FOR WALL FINISHES.
 - PROVIDE BLOCKING AS REQUIRED TO SECURE WALL HUNG COMPONENTS.
 - REFER TO ELEVATIONS, SECTIONS FOR WALL HEIGHTS.

- KEYNOTES:
- INSTALL METAL STUDS TIGHT TO EXISTING CMU.

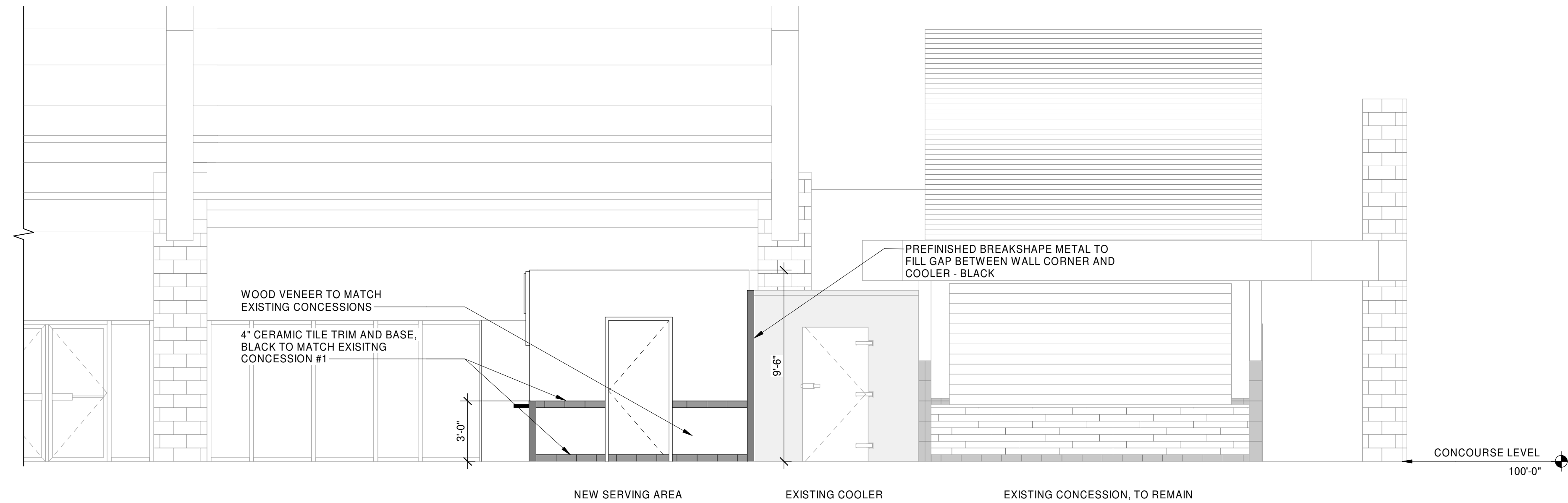


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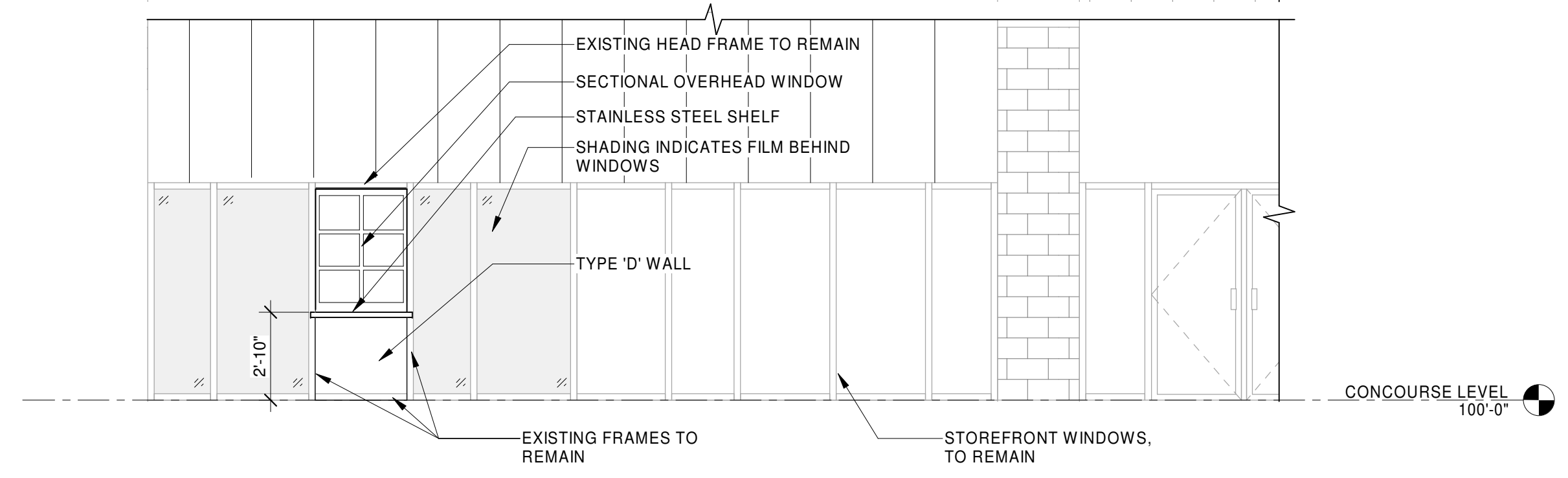
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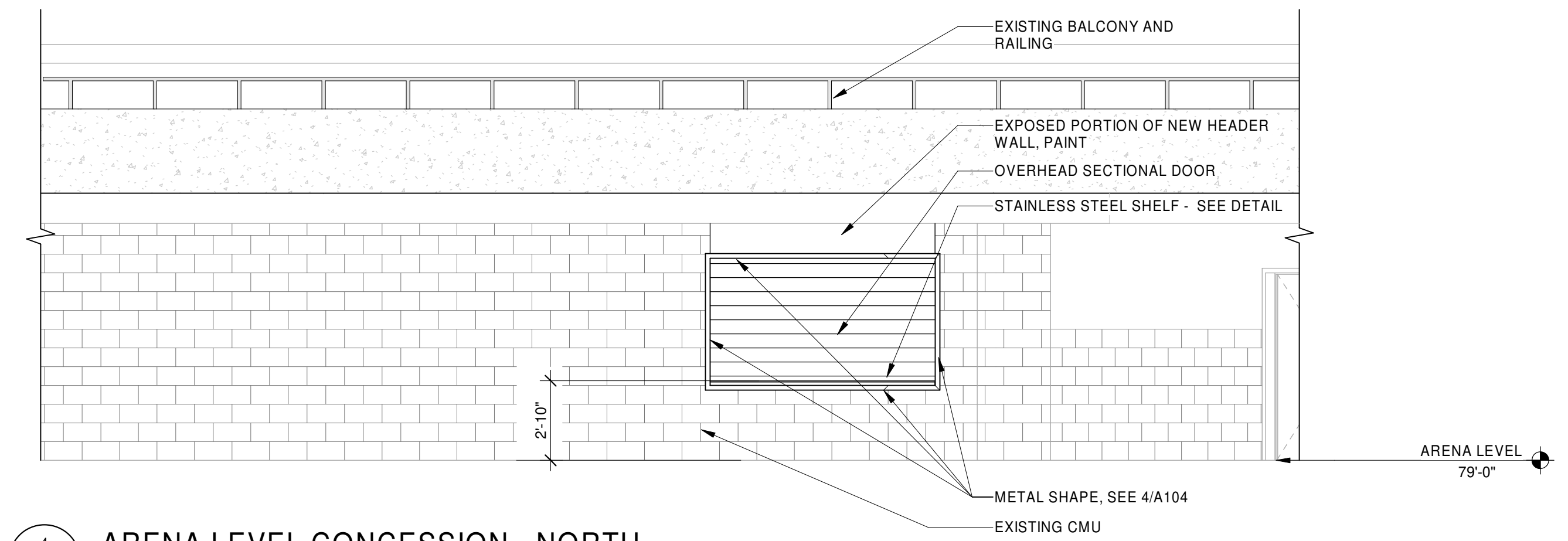
1 MAIN CONCOURSE CONCESSION - EAST
1/4" = 1'-0"



2 MAIN CONCOURSE CONCESSION NORTH
1/4" = 1'-0"

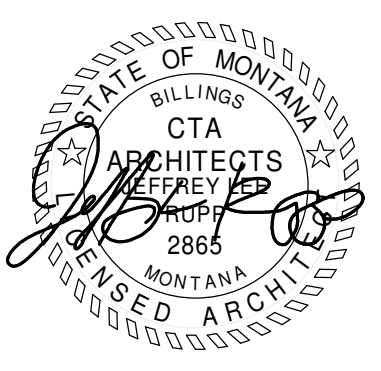


3 MAIN CONCOURSE CONCESSION EXTERIOR ELEVATION
1/4" = 1'-0"



4 ARENA LEVEL CONCESSION - NORTH
1/4" = 1'-0"

YELLOWSTONE COUNTY - METRA PARK
2023 CONCESSIONS



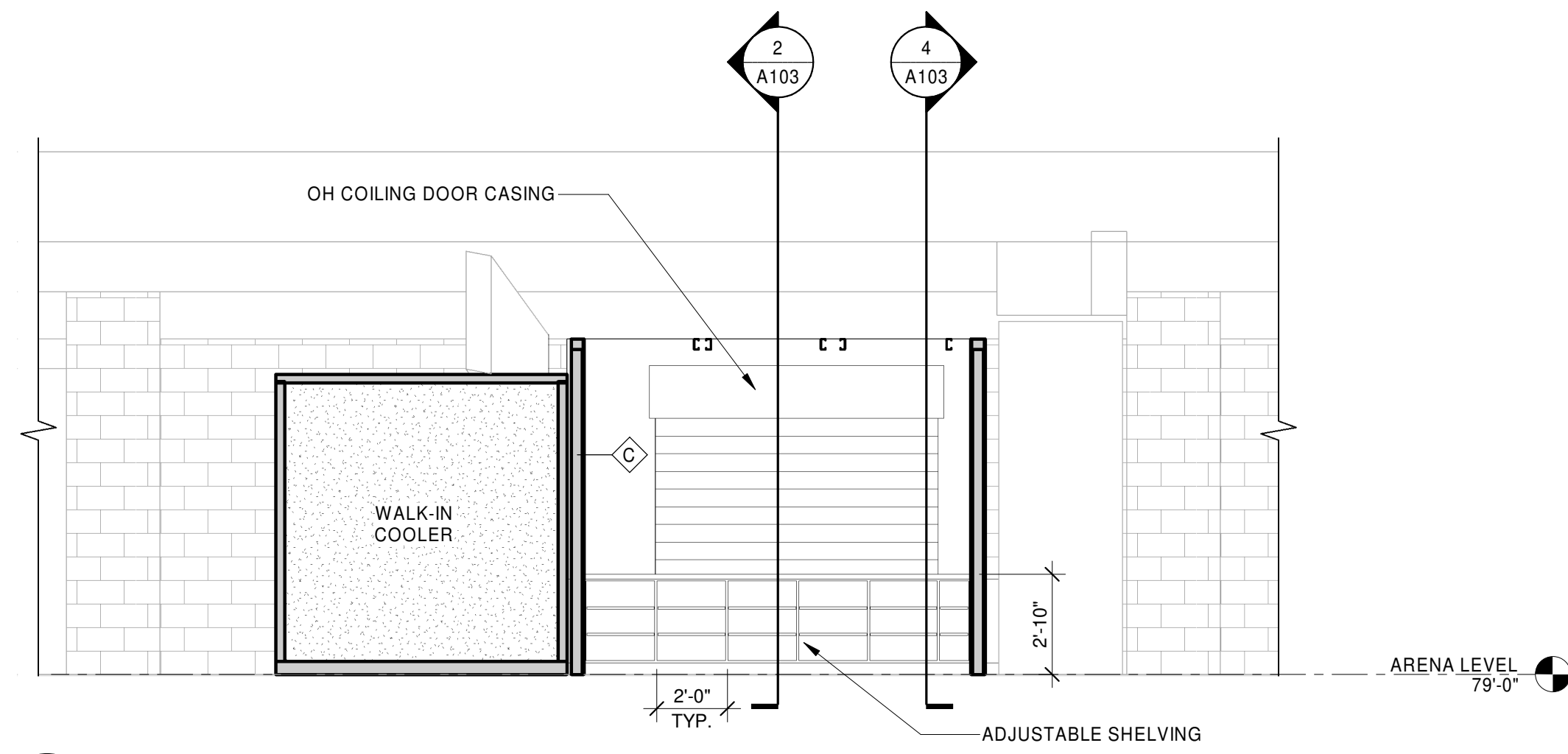
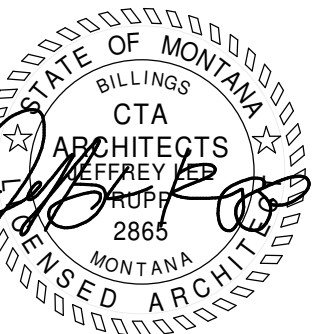
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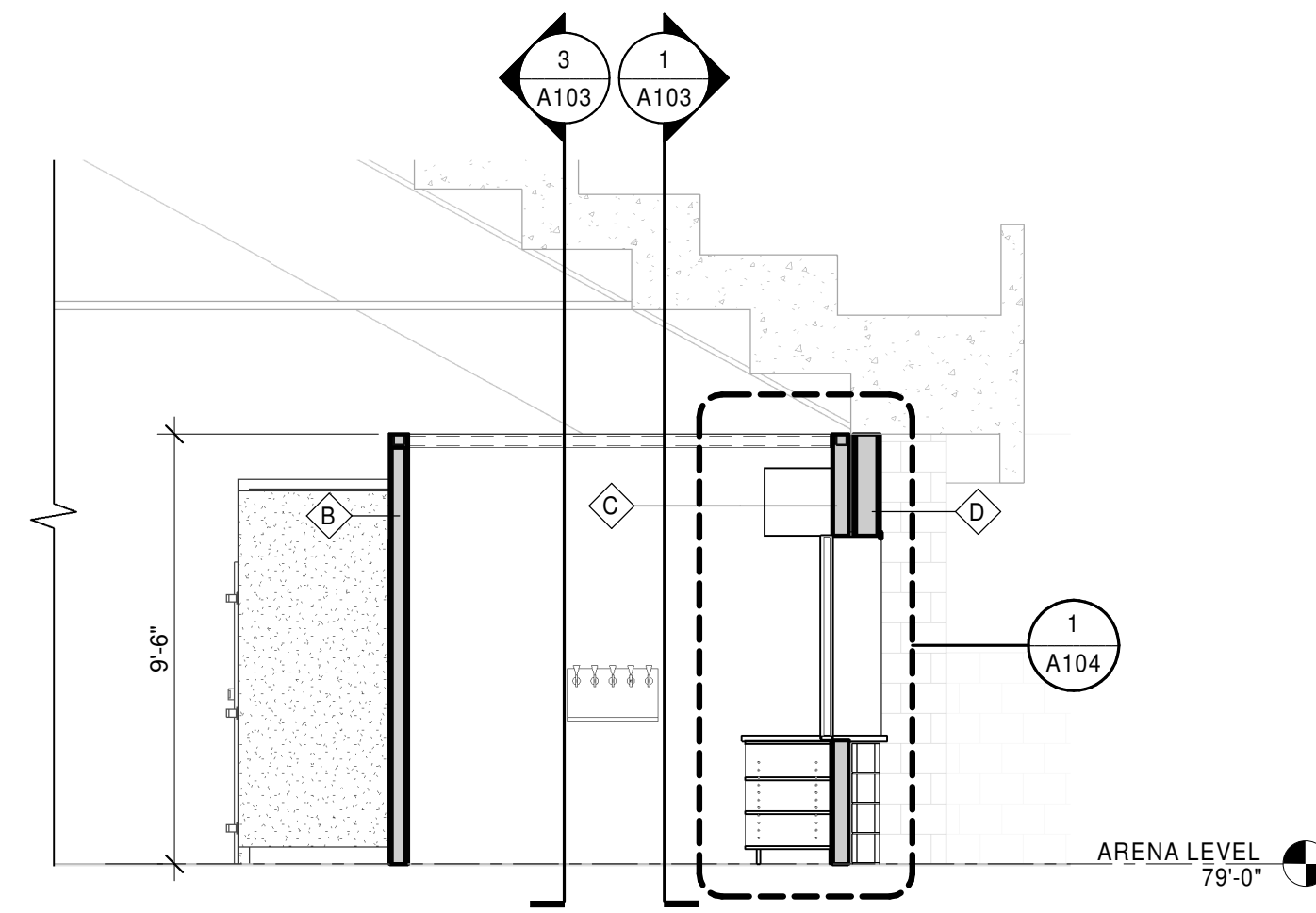
ELEVATIONS

A102



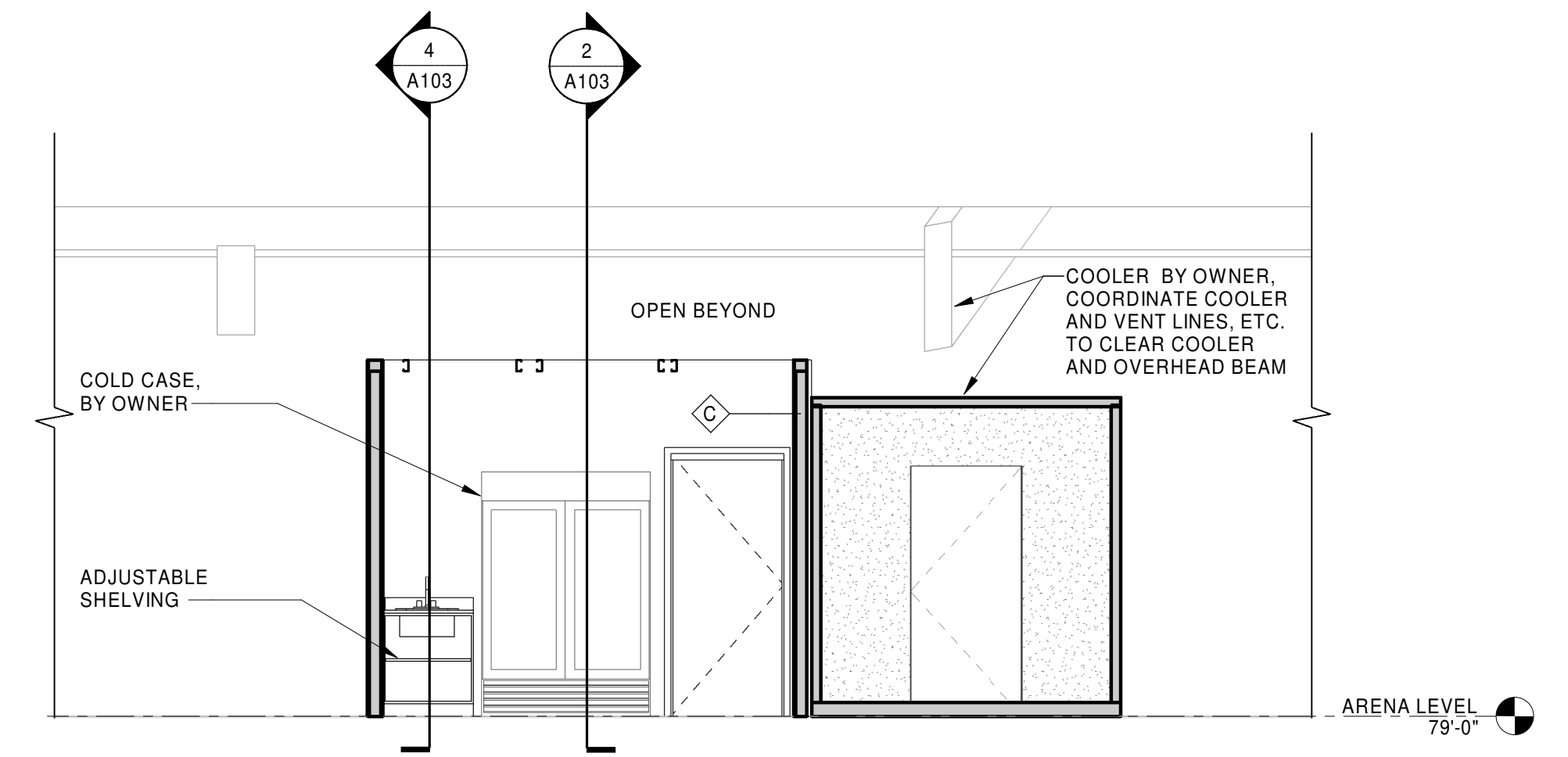
1 SECTION 1 - ARENA LEVEL CONCESSION C3

A103 1/4" = 1'-0"



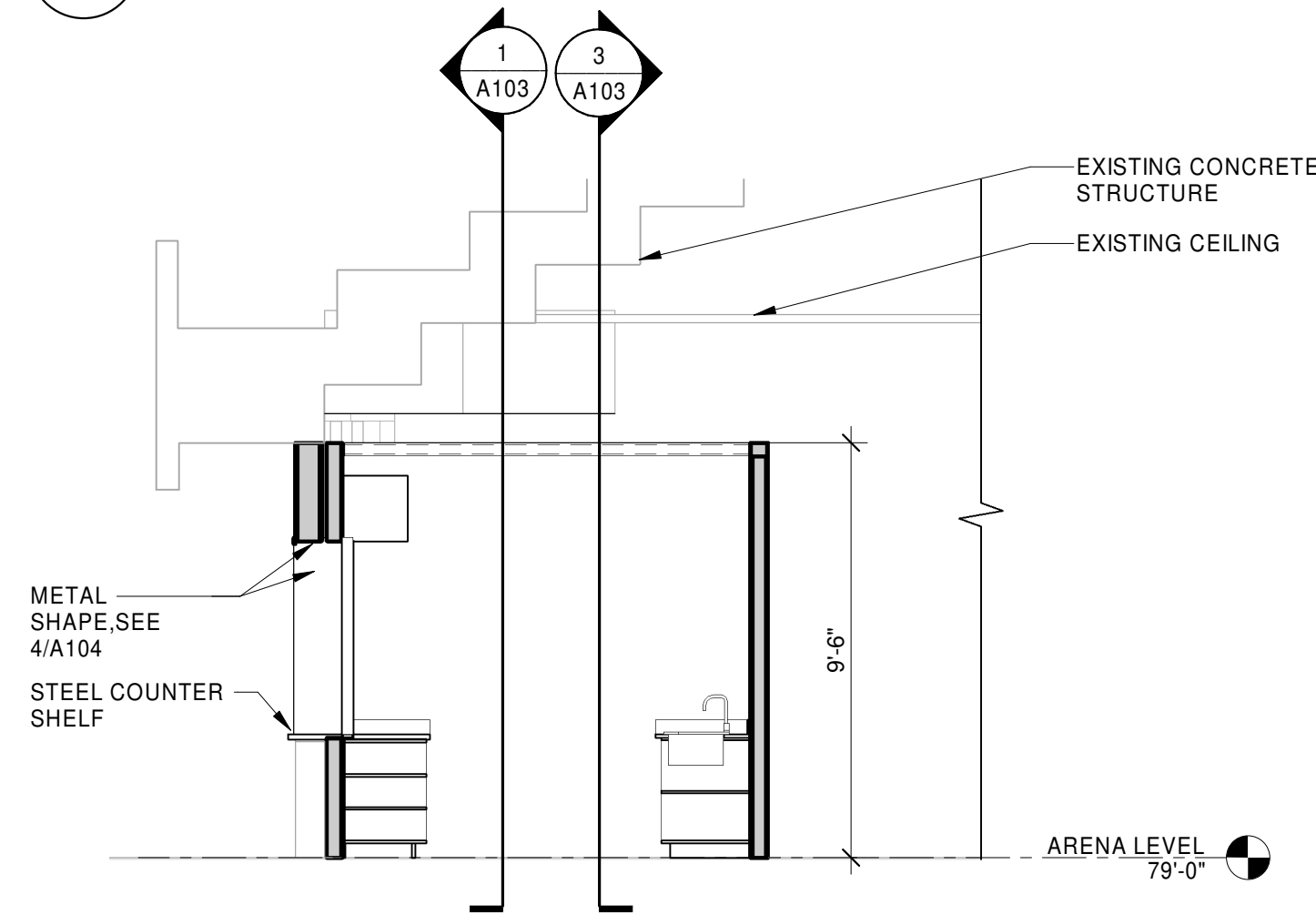
2 SECTION 2 - ARENA LEVEL CONCESSION C3

A103 1/4" = 1'-0"



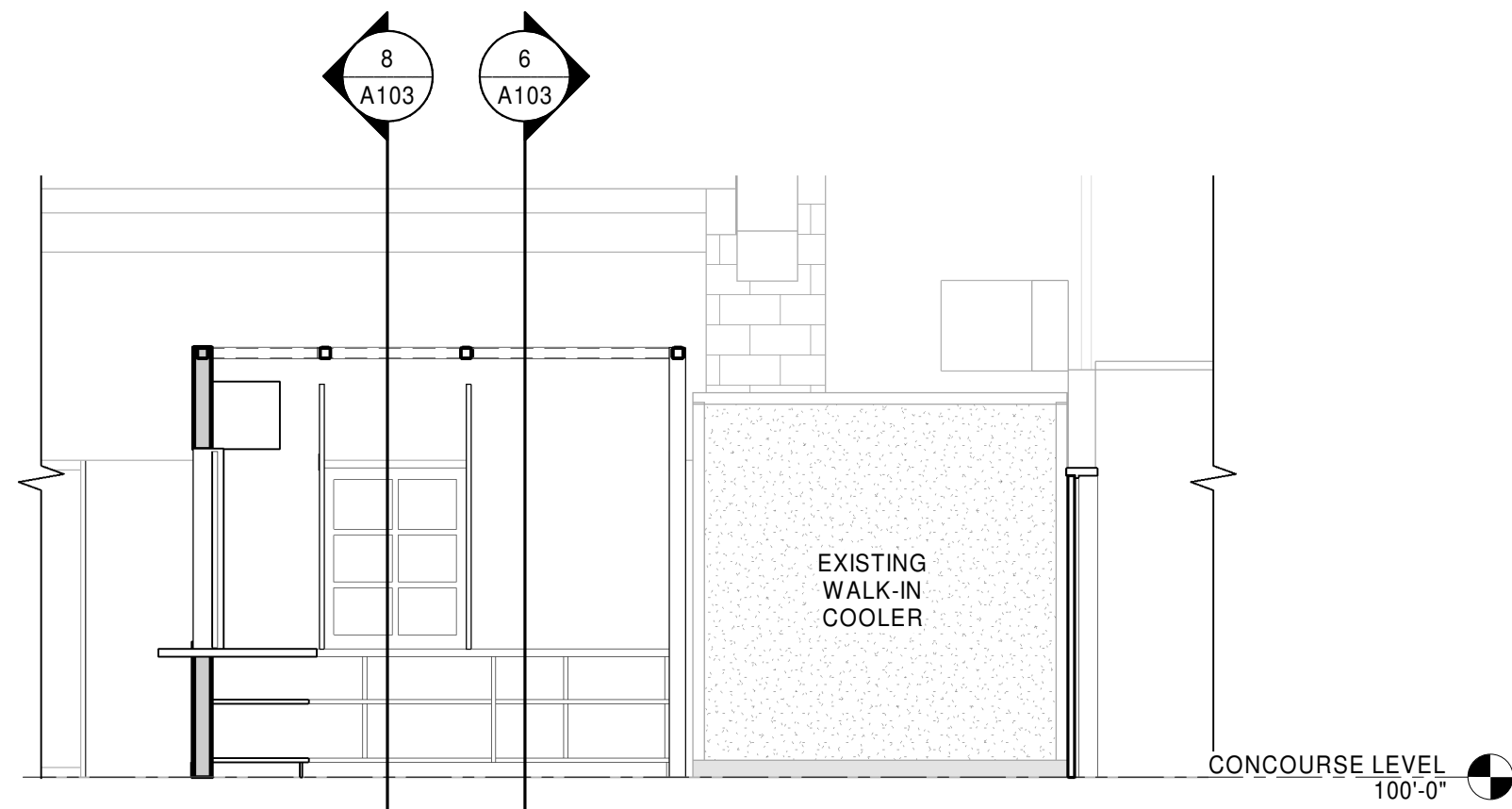
3 SECTION 3 - ARENA LEVEL CONCESSION C3

A103 1/4" = 1'-0"



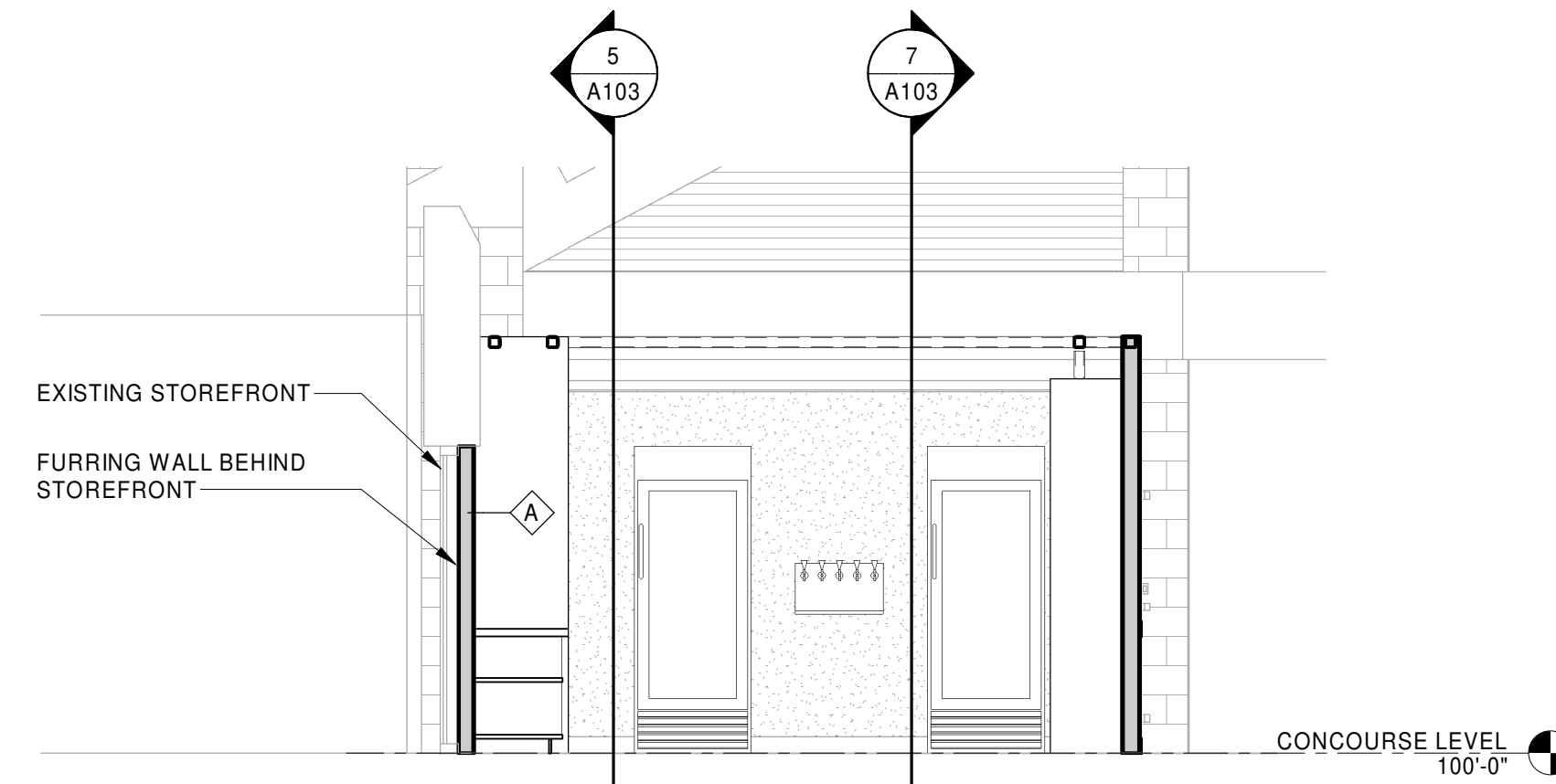
4 SECTION 4 - ARENA LEVEL CONCESSION C3

A103 1/4" = 1'-0"



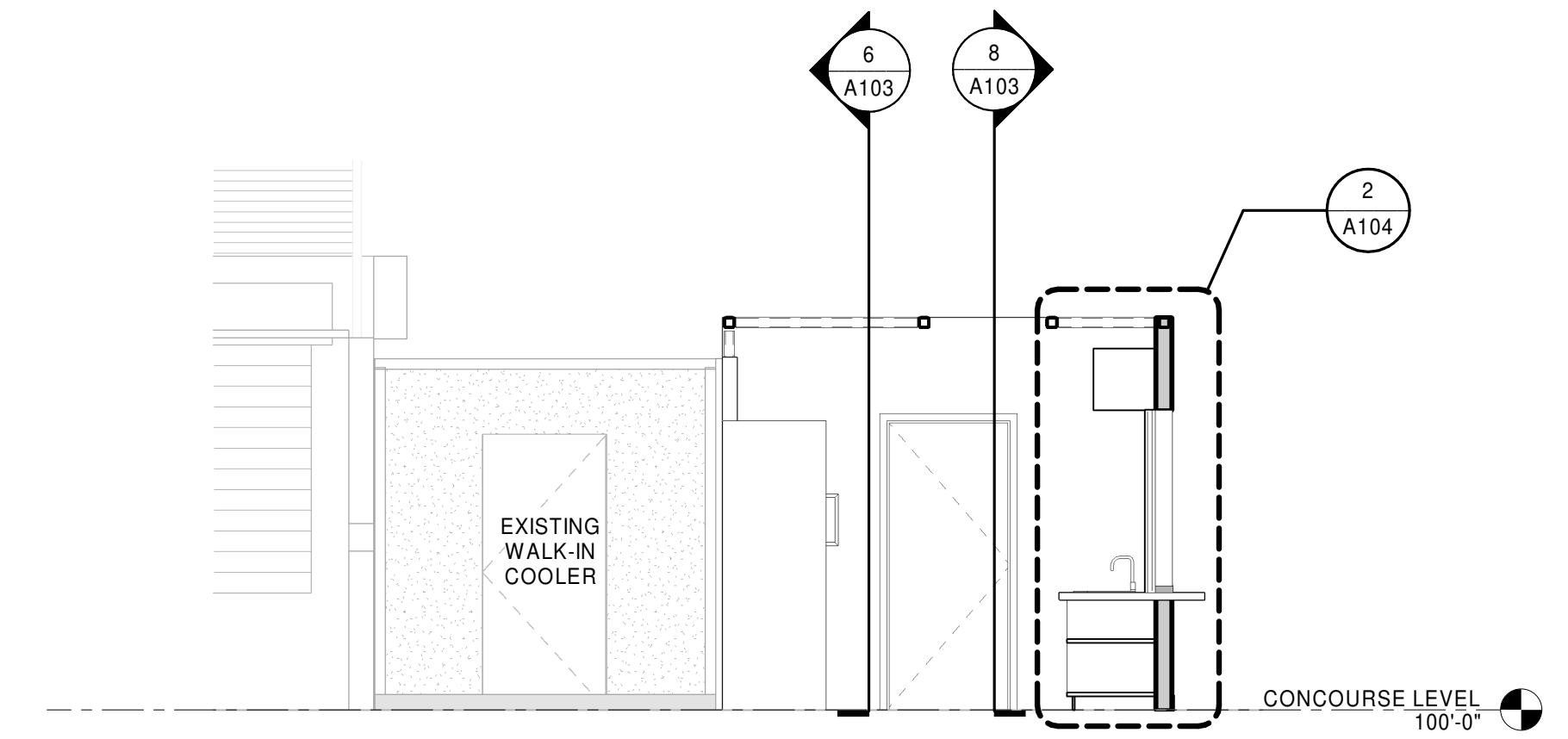
5 SECTION 5 - MAIN LEVEL - CONCESSION C2

A103 1/4" = 1'-0"



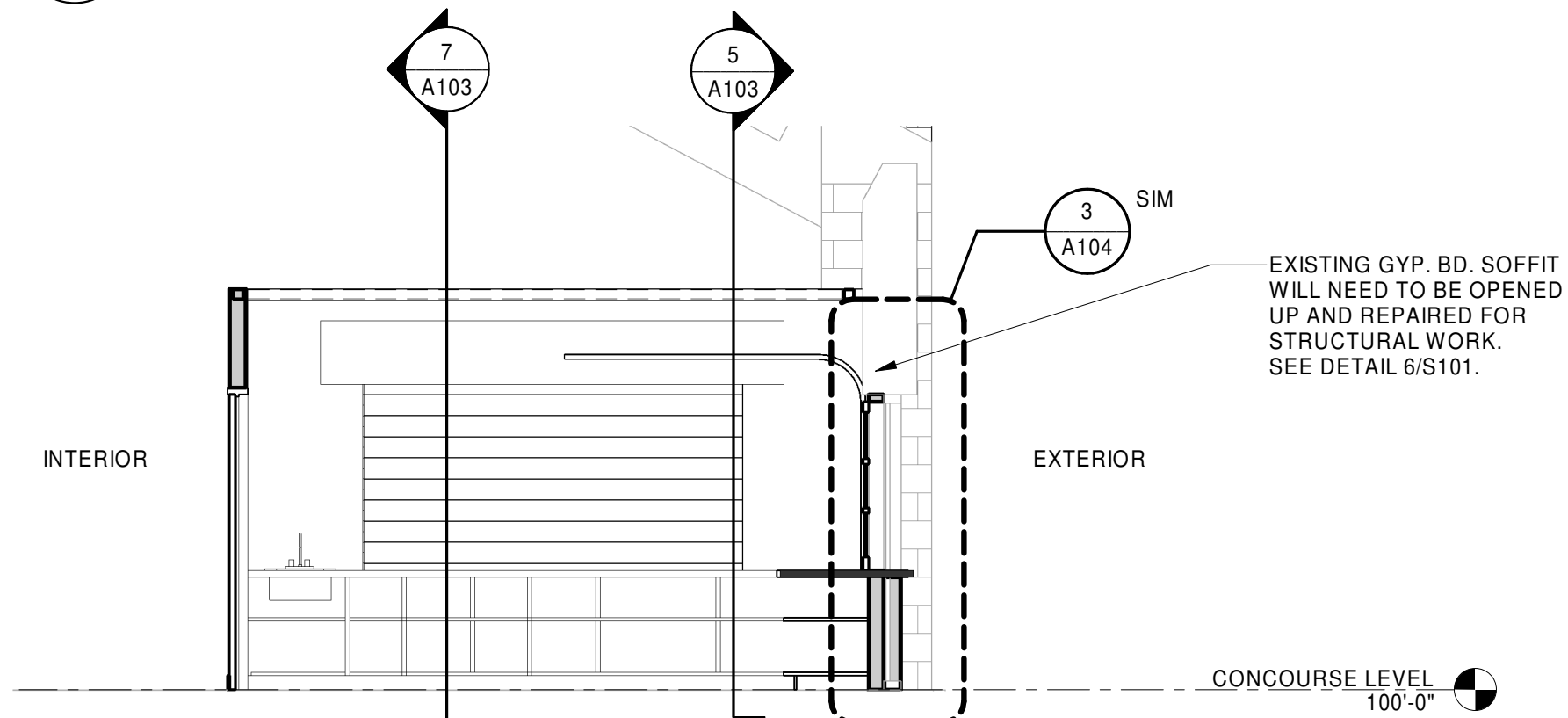
6 SECTION 6 - MAIN LEVEL - CONCESSION C2

A103 1/4" = 1'-0"



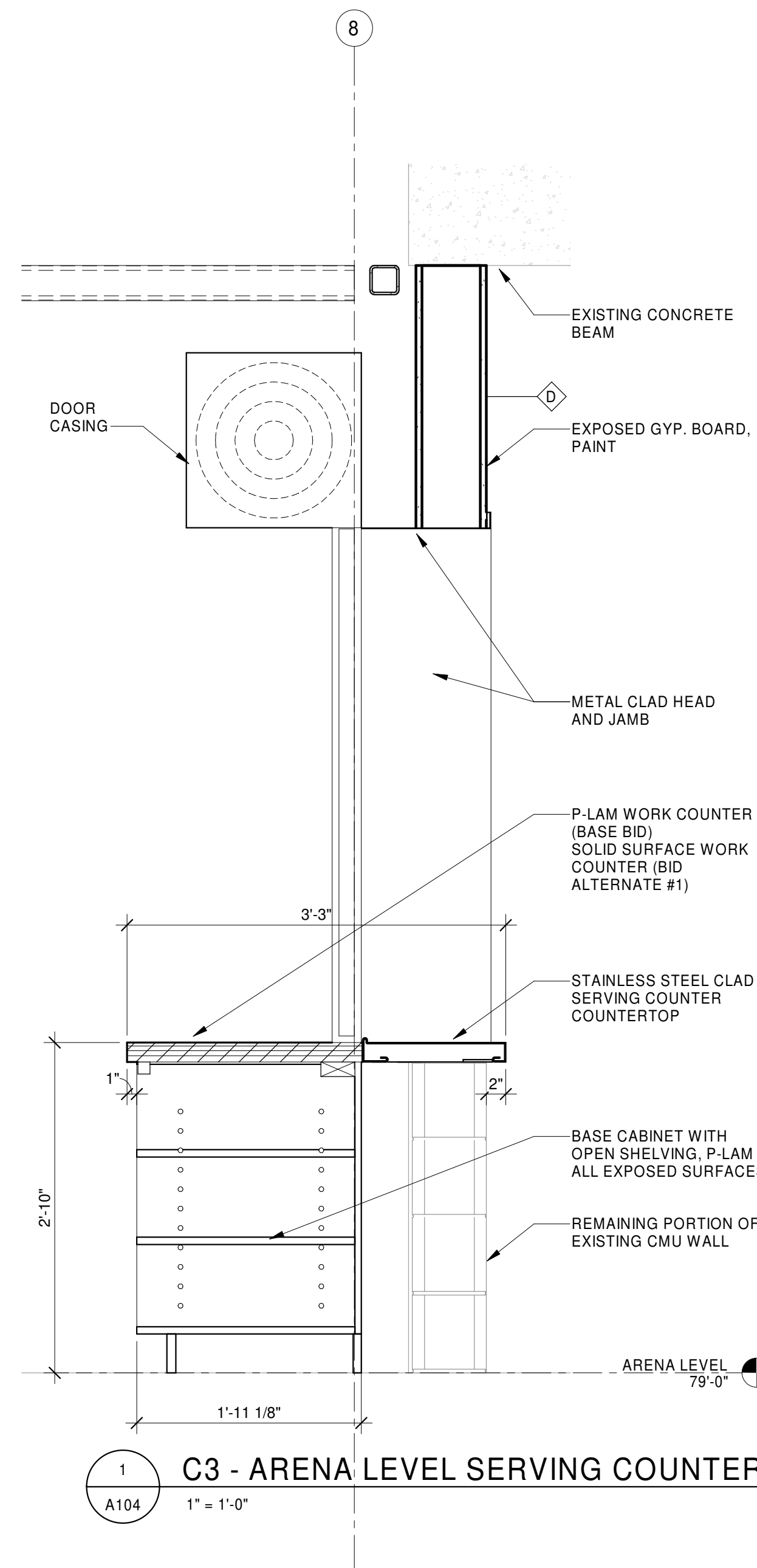
7 SECTION 7 - MAIN LEVEL - CONCESSION C2

A103 1/4" = 1'-0"

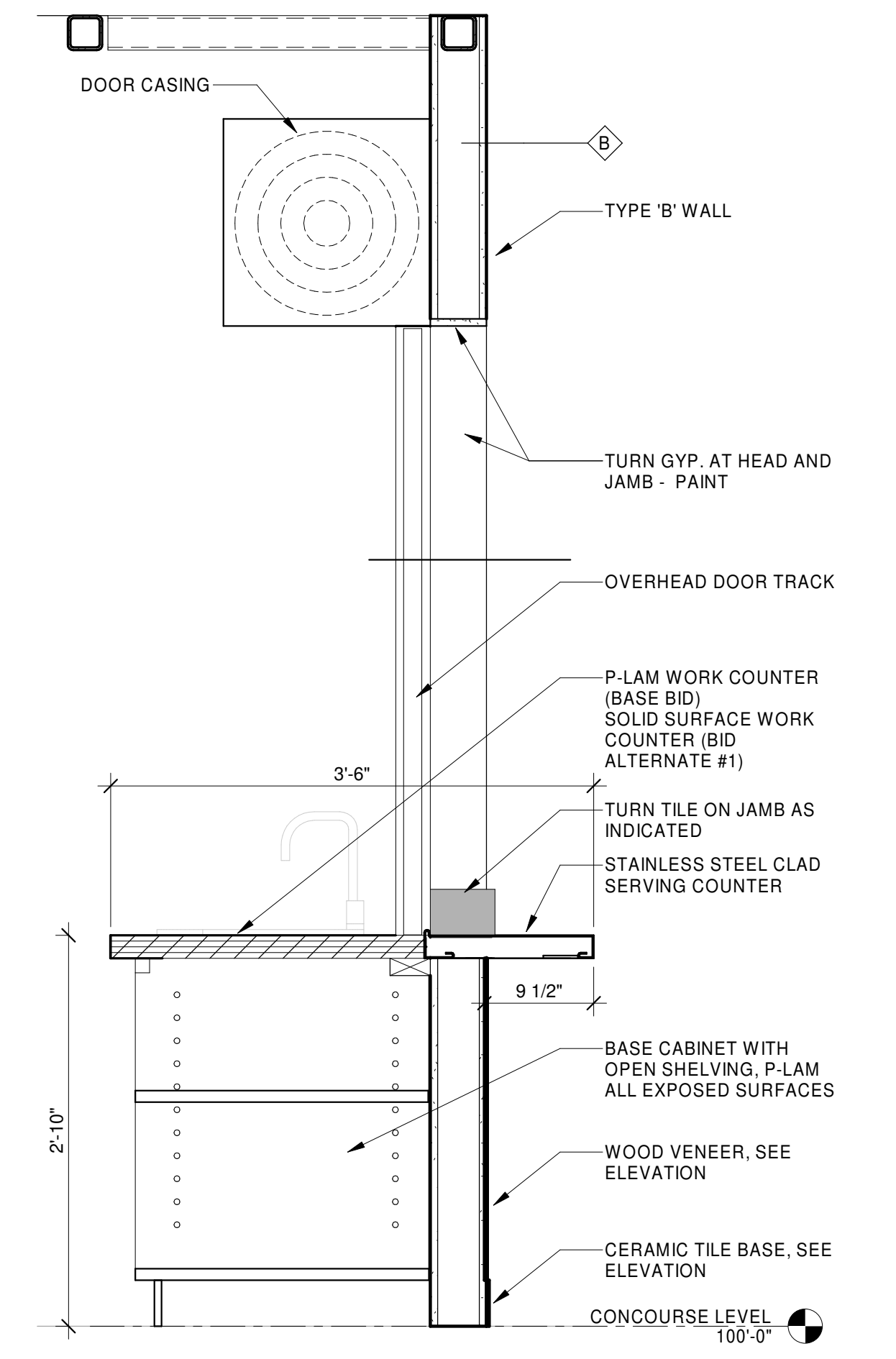


8 SECTION 7 - MAIN LEVEL CONCESSION - C2

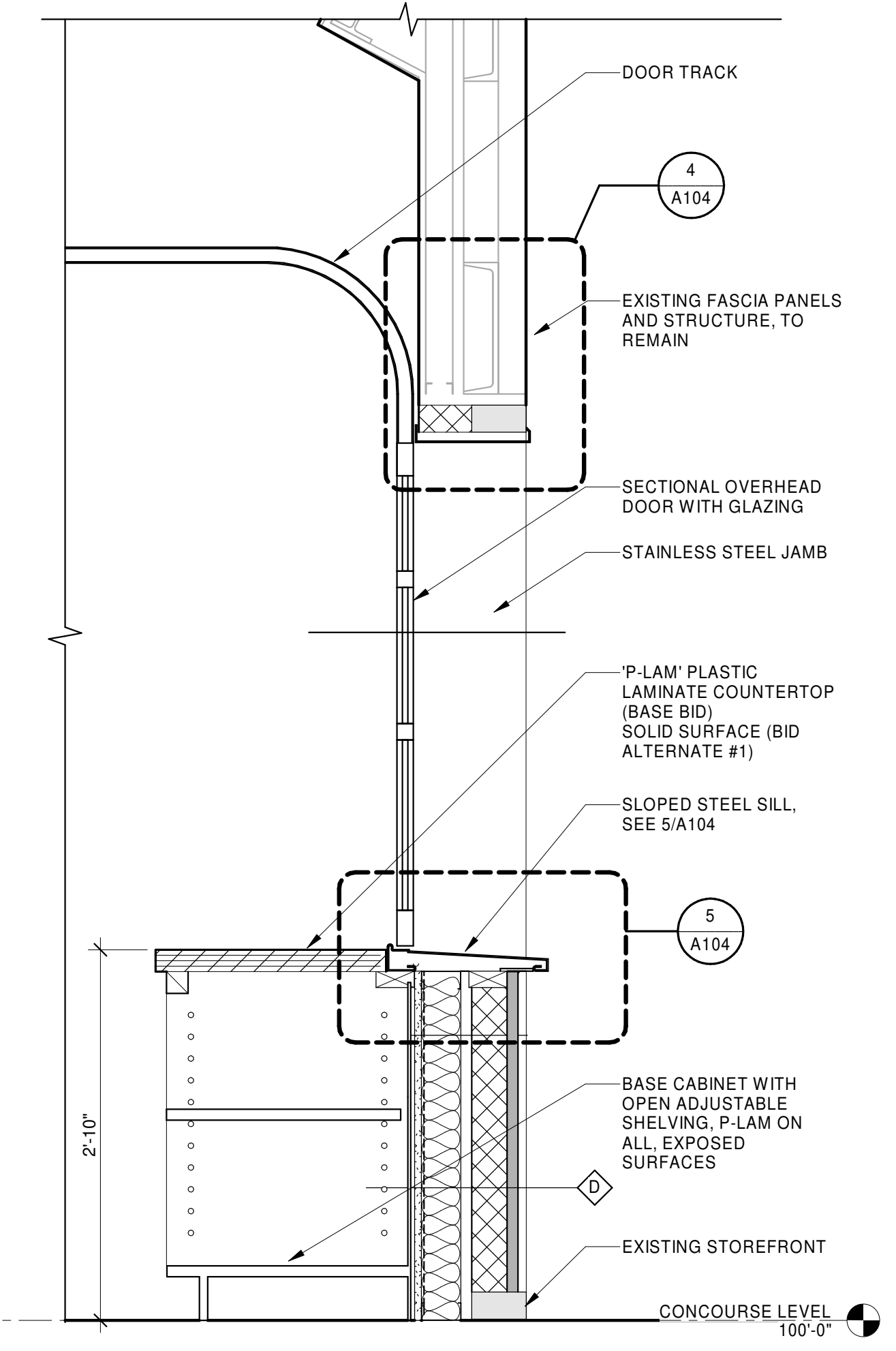
A103 1/4" = 1'-0"



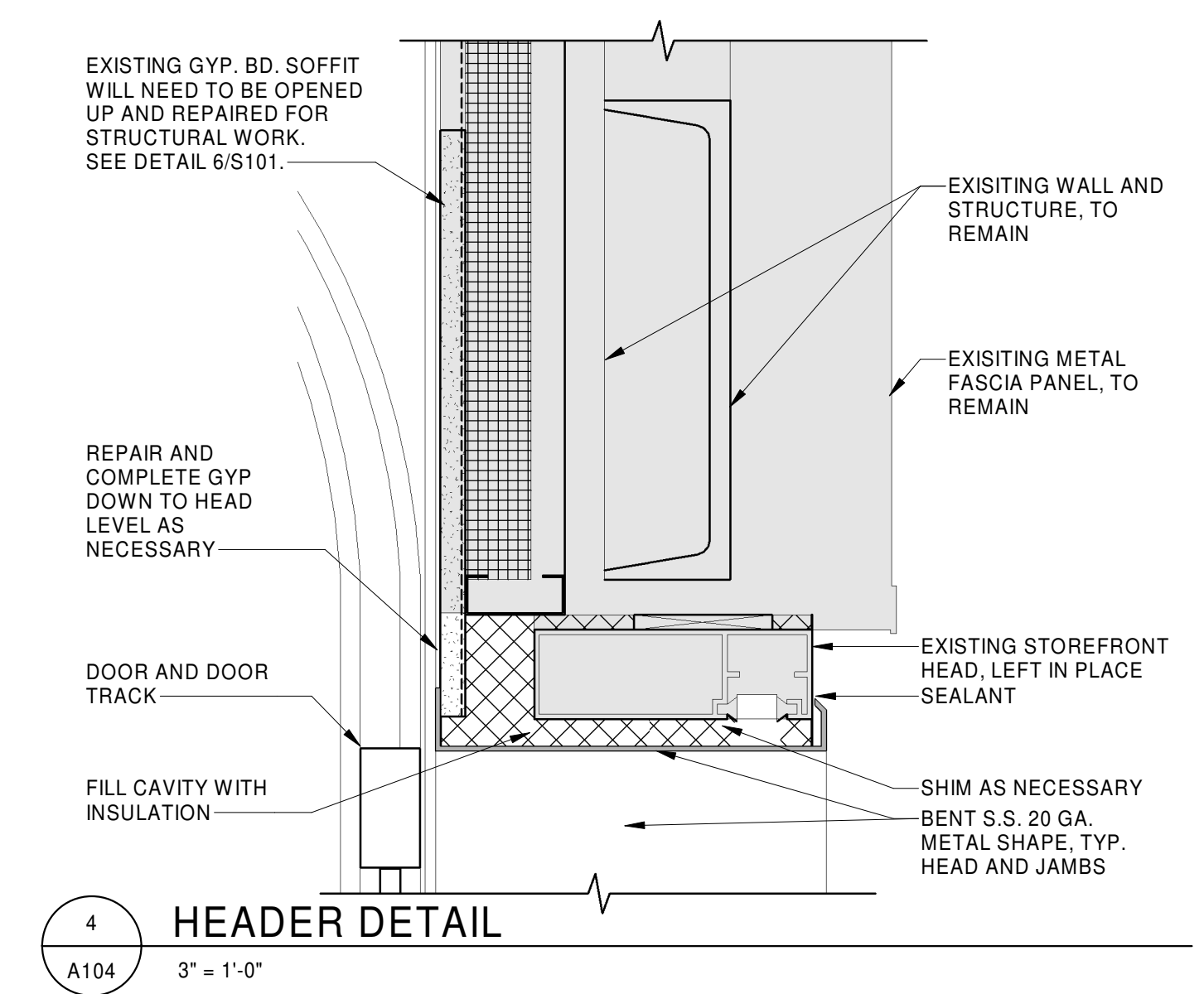
1
A104
1" = 1'-0"



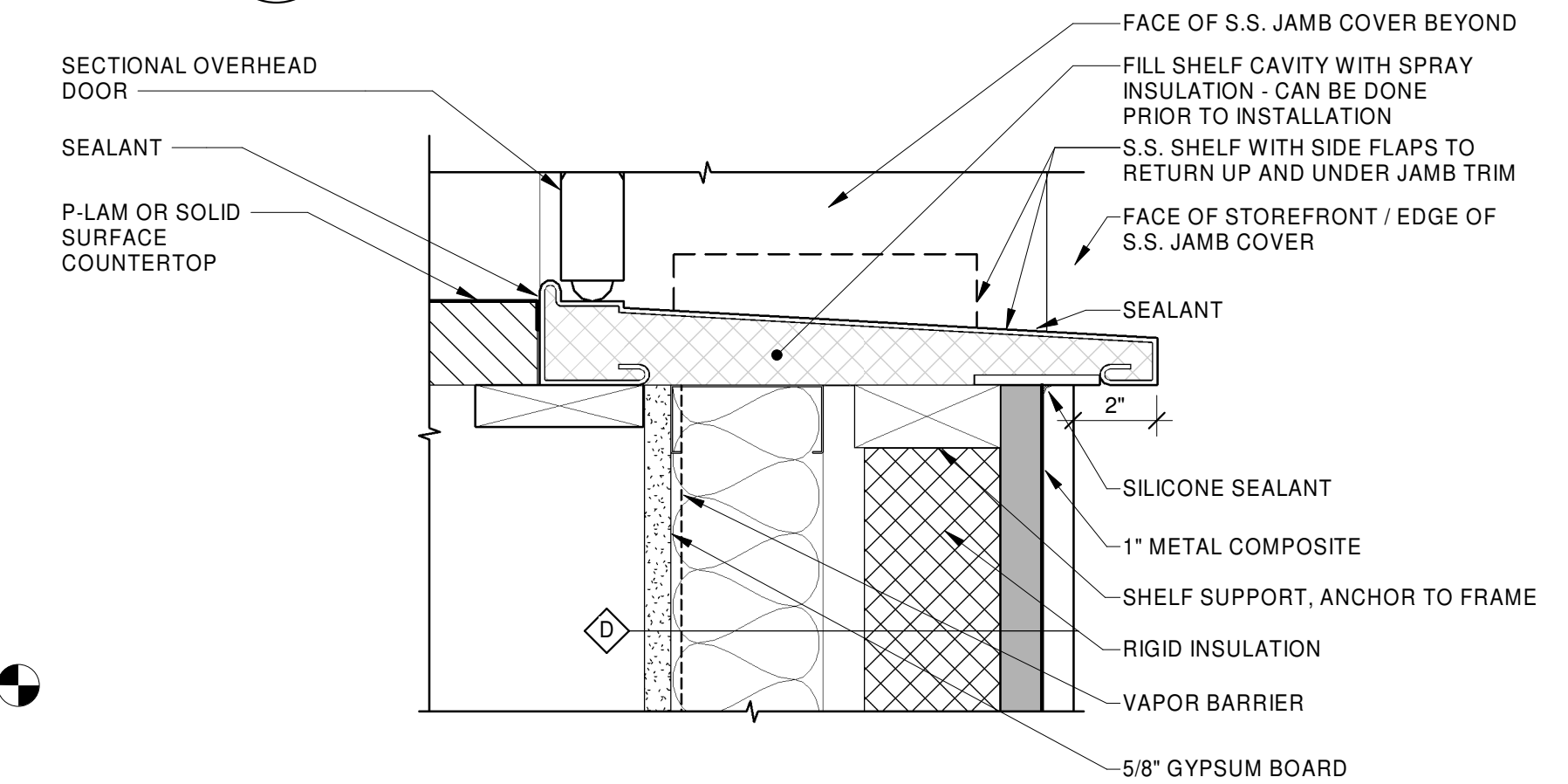
2
A104
1" = 1'-0"



3
A104
1" = 1'-0"



4
A104
3" = 1'-0"



5
A104
3" = 1'-0"

ABBREVIATIONS:
INSUL = INSULATED
T = TEMPERED

DOOR NOTES:
1. PAINT DOOR TO MATCH METRA DOORS
2. VERIFY DOOR HEIGHT

FRAME NOTES:
1. PAINT FRAME TO MATCH METRA ADJACENT WALL

HARDWARE SCHEDULE:

HINGE:
1. BEST, FULL MORTISE, FB179NRP 4 1/2 X 4 1/2, US26D

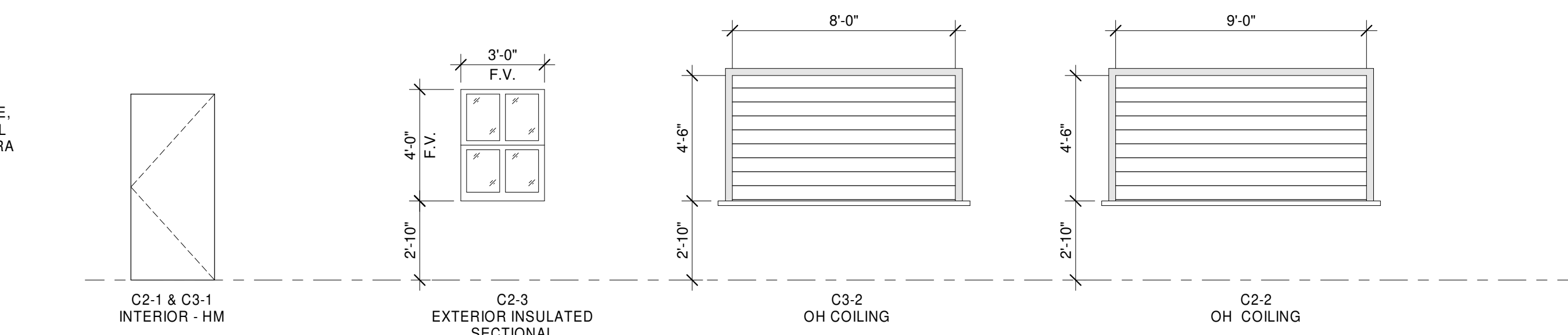
LOCK:
1. CORBIN RUSSWIN, STOREROOM LEVEL LOCKSET CL3357 NZD, 626
2. CYLINDER TO MATCH METRA KEYWAY STANDARDS

CLOSER:
1. NORTON, SURFACE CLOSER, 410 TPN, 689

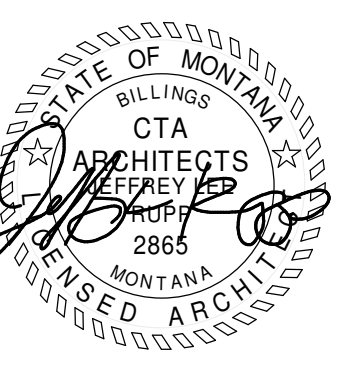
STOP HOLD:
1. FLOOR STOP, HALF DOME

MISC:
1. ROCKWOOD, SILENCER, 608-RKW, 689
2. PURCHASE AND INSTALL ACCESS CONTROLS, THE ELECTRIC STRIKE, PROXIMITY READER AND CONTROLLER. COORDINATE MAKE AND MODEL REQUIREMENTS WITH METRA PARK SECURITY CONTRACTOR FOR METRA PARK.
SECURITY CONTRACTOR TO PERFORM FINAL CONNECTIONS, WILL BE CONTRACTED BY METRA PARK. (TEL-NET/MOUNTAIN ALARM)
3. FIELD VERIFY DOOR HEIGHT AND POSITION

DOOR NUMBER	ROOM NUMBER	ROOM NAME	DOOR										FRAME						HARDWARE									
			SIZE			MTL	TYPE	GLAZE	NOTES	MTL	TYPE	DETAIL			NOTES	HINGE	LOCK	CLOSE	STOP HOLD	MISC								
			W	H	T							HEAD	JAMB	SILL														
C2-1	C2	C2 CONCESSION	3'-0"	7'-0"	1 3/4"	HM					1	HM																
C2-2	C3	C3 CONCESSION	9'-0"	4'-6"	2"	AL					1,3	ST	2/A104	2/A104	2/A104	1												
C2-3	C2	C2 CONCESSION	3'-0"	4'-0"	2"	AL					INSUL	2,3	ST	3/A104	4/A104	5/A104												
C3-1	C3	C3 CONCESSION	3'-0"	7'-0"	1 3/4"	HM					1	HM																
C3-2	C2	C2 CONCESSION	8'-0"	4'-6"	2"	AL					1,3	ST	1/A104	1/A104	1/A104	1												



DOOR ELEVATIONS
1/4" = 1'-0"



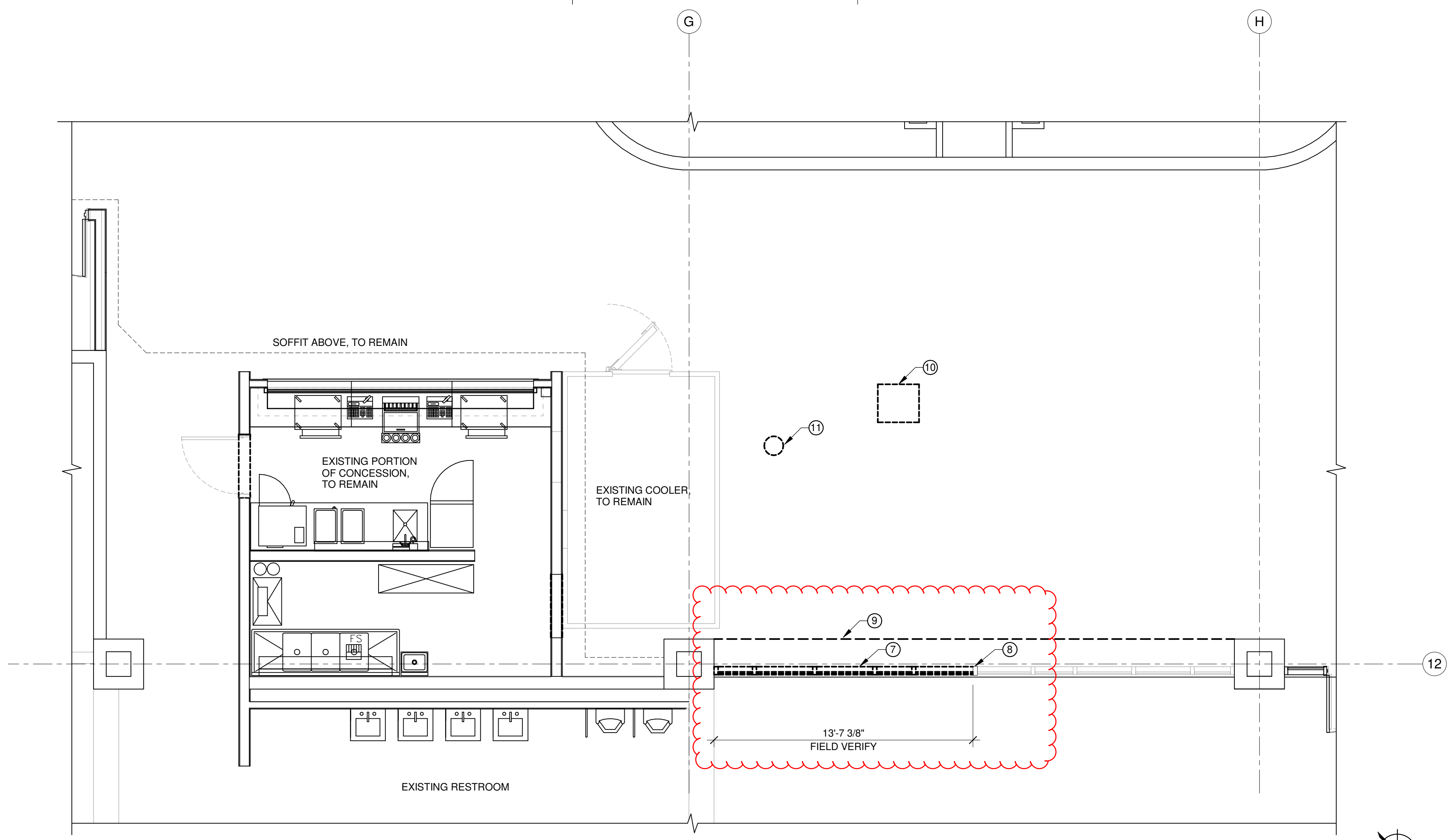
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WALL SECTIONS AND DETAILS

A104

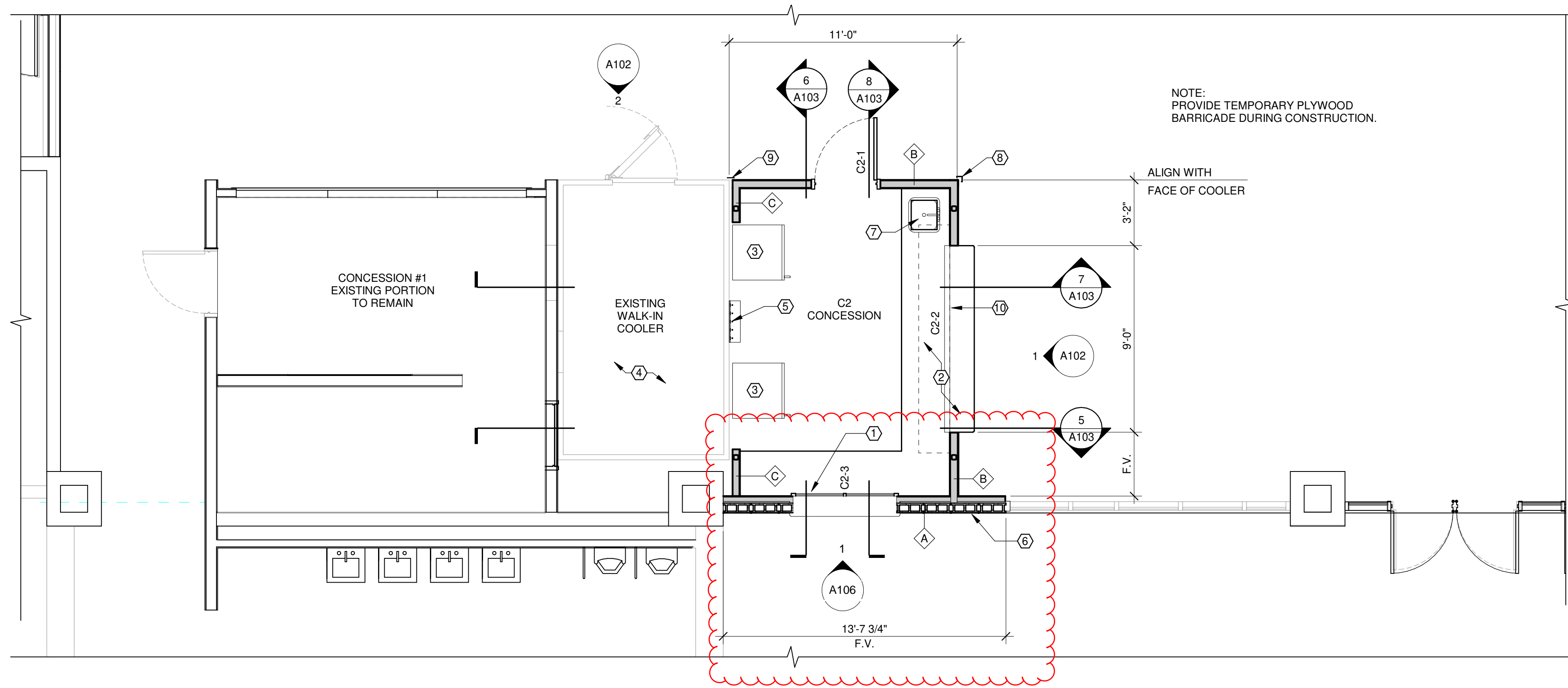


1 MAIN CONCOURSE LEVEL DEMO. PLAN
A105 1/4" = 1'-0"



DEMO PLAN KEYNOTES

- 7 REMOVE EXISTING STOREFRONT WINDOW ASSEMBLY. PREPARE OPENING FOR NEW WALL ASSEMBLY.
- 8 EXISTING WINDOW MULLION TO REMAIN. RECONFIGURE AS NECESSARY.
- 9 DEMO. GYP. SOFFIT AS REQUIRED FOR STRUCTURAL CONNECTION. SEE DETAIL 6/S101.



2 MAIN CONCOURSE LEVEL CONCESSION NEW PLAN
A105 01 1/4" = 1'-0"



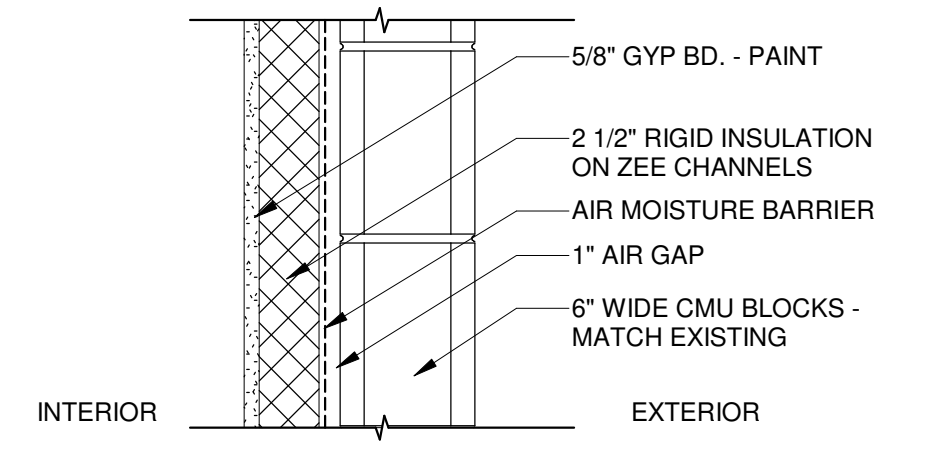
FLOOR PLAN KEYNOTES

- 1. SECTIONAL OVERHEAD GLASS PANEL DOOR ASSEMBLY, SEE DOOR, WINDOW SCHEDULE.
- 6. NEW EXTERIOR WALL. FIELD VERIFY EXACT DIMENSIONS TO CLOSEST STOREFRONT MULLION LOCATION - SEE WALL TYPES THIS SHEET.

WALL TYPE LEGEND

- GENERAL WALL TYPE NOTES:
- A. SEE INTERIOR ELEVATIONS AND FINISH SCHEDULE FOR WALL FINISHES.
 - B. PROVIDE BLOCKING AS REQUIRED TO SECURE WALL HUNG COMPONENTS.
 - C. REFER TO ELEVATIONS, SECTIONS FOR WALLS HEIGHTS.

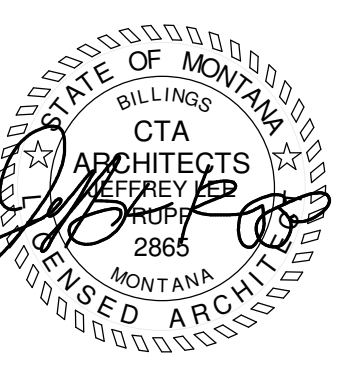
- KEYNOTES:
- 1. OMIT GYP AT INTERIOR SIDE OF WALL WHERE NOT VISABLE.



WALL TYPE A
1 1/2" = 1'-0"

WORK IDENTIFIED ON THIS PAGE IS
ADD ALTERNATE #2

YELLOWSTONE COUNTY - METRA PARK
2023 CONCESSIONS



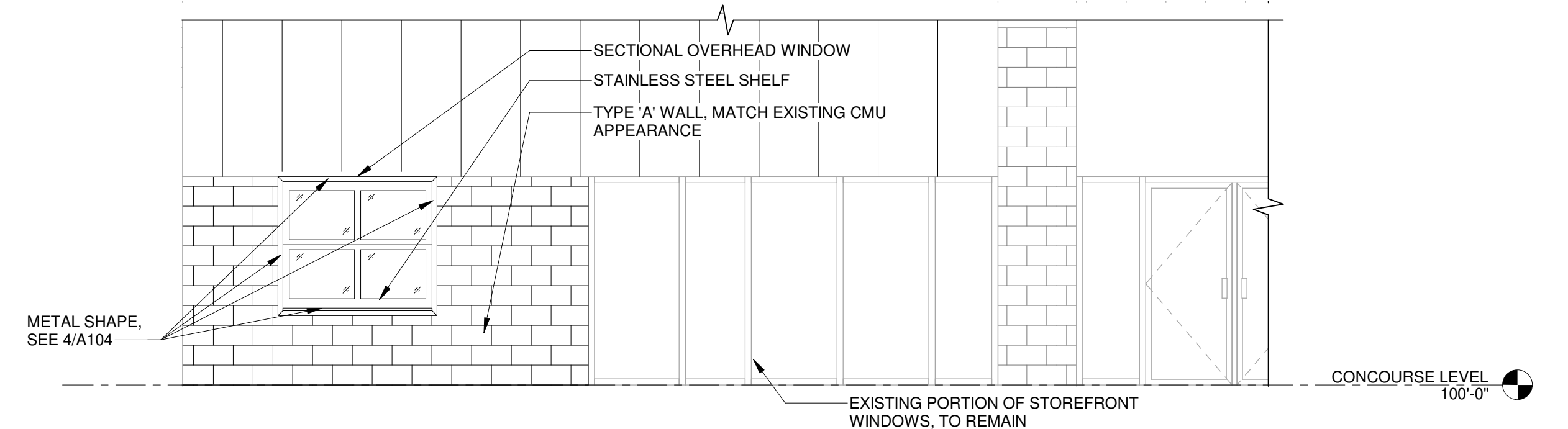
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CONSTRUCTION DOCUMENTS

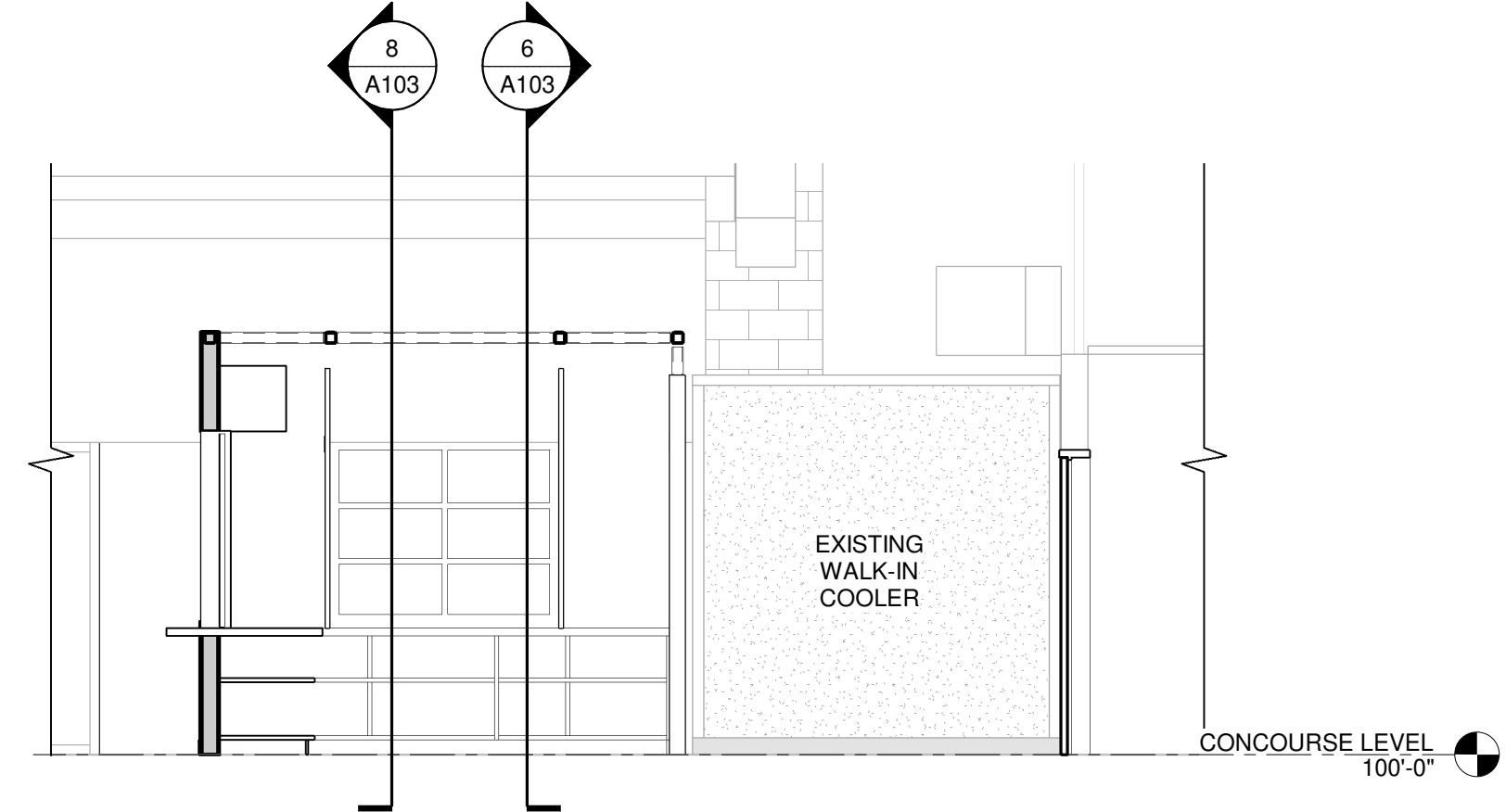
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ADD ALTERNATE #2

A105



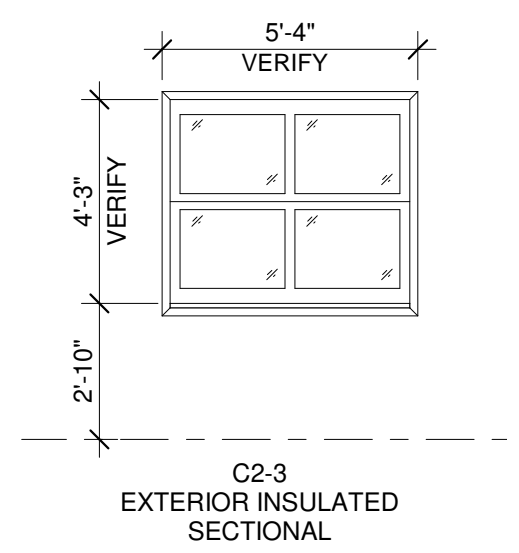
1 MAIN CONCOURSE CONCESSION EXTERIOR ELEVATION
A106 1/4" = 1'-0"



2 SECTION 5 - MAIN LEVEL - CONCESSION C2
A106 1/4" = 1'-0"

DOOR, FRAME AND HARDWARE SCHEDULE																				
DOOR NUMBER	ROOM NUMBER	ROOM NAME	DOOR					FRAME					HARDWARE							
			W	H	T	MTL	TYPE	GLAZE	NOTES	MTL	TYPE	HEAD	DETAIL JAMB	SILL	NOTES	HINGE	LOCK	CLOSE	STOP HOLD	MISC
C2-3	C2	C2 CONCESSION	5'-4"	4'-3"	2"	AL		INSUL	2,3	ST			3/A104	4/A104	5/A104					

- ABBREVIATIONS:**
INSUL = INSULATED
T = TEMPERED
- DOOR NOTES:**
1. PAINT DOOR TO MATCH METRA DOORS
2. VERIFY DOOR HEIGHT
- FRAME NOTES:**
1. PAINT FRAME TO MATCH METRA ADJACENT WALL
- HARDWARE SCHEDULE:**
- HINGE:**
1. BEST, FULL MORTISE, FB179NRP 4 1/2 X 4 1/2, US26D
- LOCK:**
1. CORBIN RUSSWIN, STOREROOM LEVEL LOCKSET CL3357 NZD, 626
2. CYLINDER TO MATCH METRA KEYWAY STANDARDS
- CLOSER:**
1. NORTON, SURFACE CLOSER, 410 TPN, 689
- STOP HOLD:**
1. FLOOR STOP, HALF DOME
- MISC:**
1. ROCKWOOD, SILENCER, 608-RKW, 689
2. COORDINATE CARD READER WITH METRA CONTRACTOR
3. FIELD VERIFY DOOR HEIGHT AND POSITION

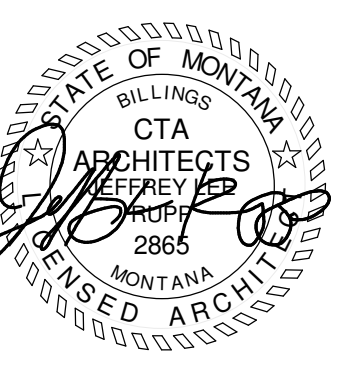


DOOR ELEVATIONS
1/4" = 1'-0"



EXTERIOR WINDOW AT EXISTING CONCESSION

WORK IDENTIFIED ON THIS PAGE IS
ADD ALTERNATE #2



GENERAL PLUMBING NOTES

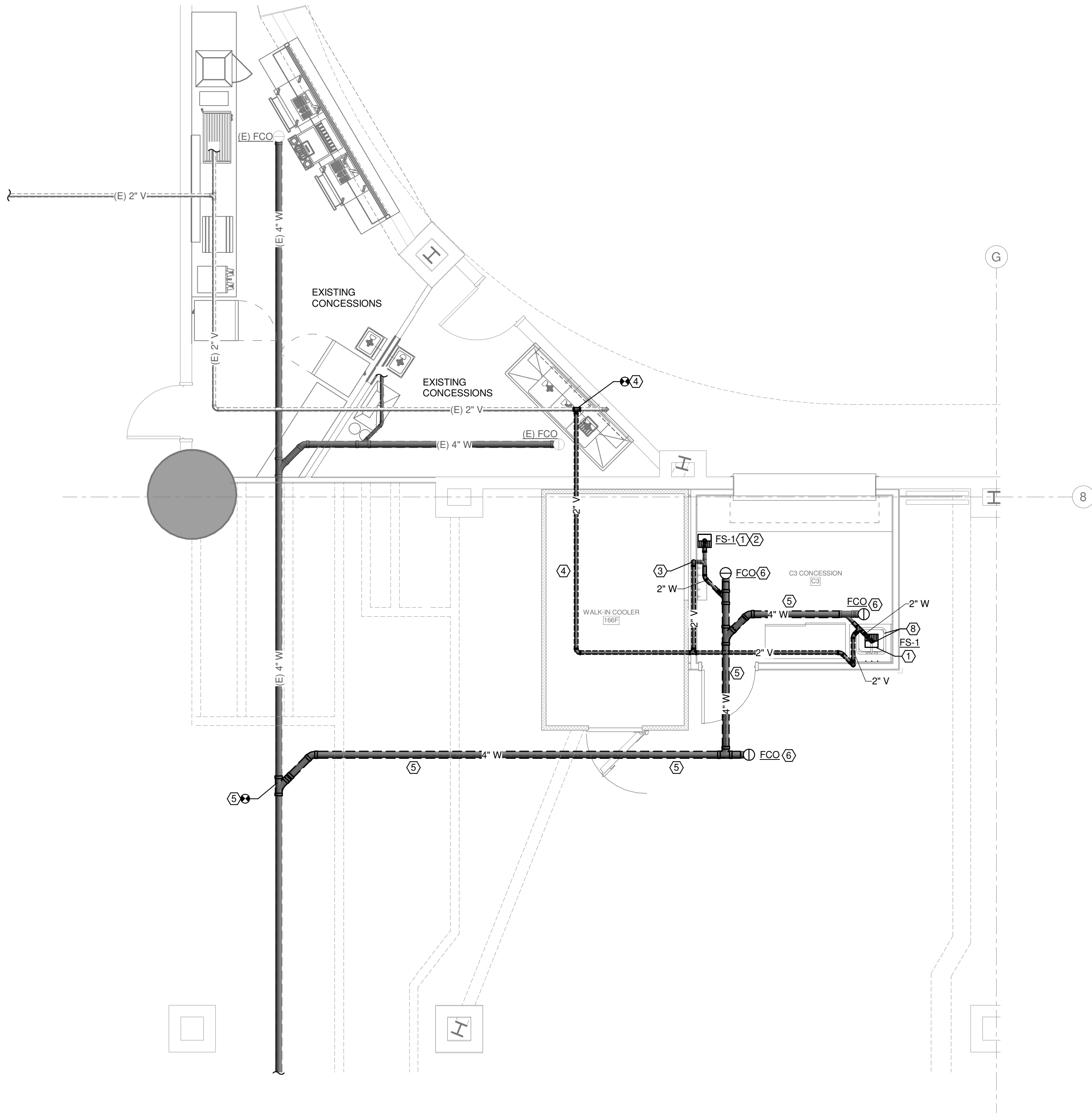
- A. REVIEW ARCHITECTURAL, STRUCTURAL, CIVIL, MECHANICAL, AND ELECTRICAL PLANS THOROUGHLY TO BECOME FAMILIAR WITH THIS PROJECT. ALL PLANS AND ALL SPECIFICATIONS COMPRISE ONE DOCUMENT OF WHICH THESE SHEETS ARE ONLY A PART.
- B. PIPING SHOWN IS DIAGRAMMATIC ONLY. ANY MAJOR DEVIATION FROM THESE PLANS SHOULD BE COORDINATED WITH THE ENGINEER OF RECORD BEFORE PROCEEDING.
- C. ALL NEW PIPING SHALL BE CONCEALED IN WALLS, ABOVE CEILING, OR UNDER GROUND UNLESS OTHERWISE NOTED ON THESE PLANS. COORDINATE ROUTING WITH OTHER DISCIPLINES.
- D. ALL WORK SHALL COMPLY WITH THE 2021 EDITION OF THE UPC.
- E. SLOPE SOIL PIPE 1/4" PER FOOT IN DIRECTION OF FLOW, UNLESS NOTED OTHERWISE ON PLANS. SLOPE VENT PIPE 1/8" PER FOOT BACK TO FIXTURES.
- F. ALL CUTTING AND PATCHING SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- G. ALL NEW PIPING MATERIALS TO MATCH EXISTING.

KEYNOTES

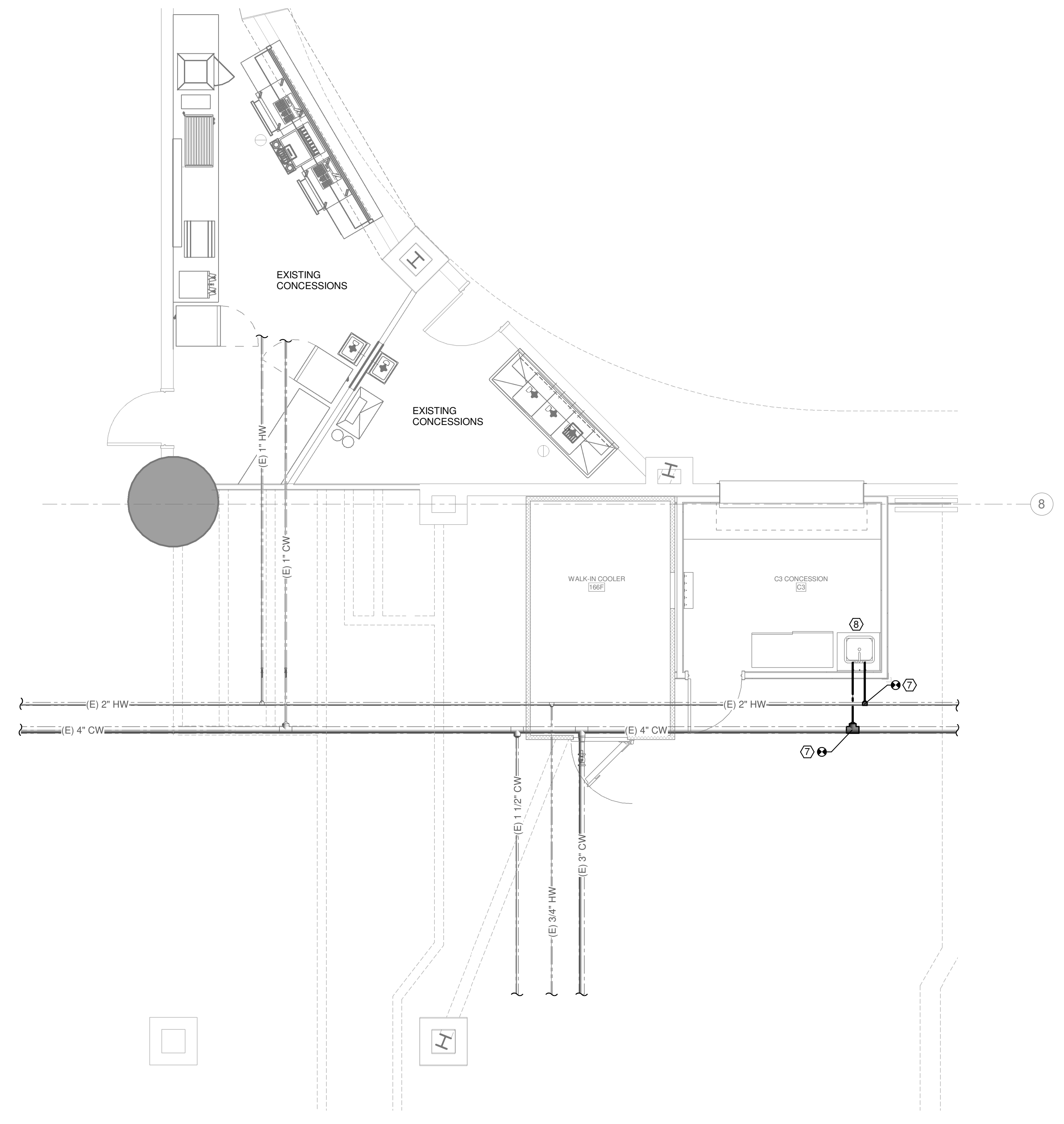
- ① NEW FLOOR SINK. JAY R. SMITH 3100 OR EQUAL. 2" OUTLET.
- ② ROUTE COIL CONDENSATE FROM NEW COOLER INDIRECT TO FLOOR SINK.
- ③ ROUTE NEW 2" VENT UP EXPOSED ALONG COOLER WALL.
- ④ ROUTE NEW 2" VENT AS INDICATED AND CONNECT INTO EXISTING 2" VENT.
- ⑤ ROUTE NEW 4" WASTE LINE AS INDICATED AND CONNECT INTO EXISTING 4" WASTE LINE. VERIFY LOCATION AND INVERT AT POINT OF CONNECTION.
- ⑥ NEW 4" FLOOR CLEAN OUT. JAY R. SMITH 4237 SERIES OR EQUAL. DUCO CAST IRON WITH CAST IRON TOP AND ABS PLUG.
- ⑦ CONNECT INTO EXISTING CW/ HW SUPPLY LINES WITH NEW 1/2" CW/ HW TO SUPPLY NEW SINK. PROVIDE ISOLATION BALL VALVES IN BRANCH PIPING.
- ⑧ NEW INTEGRAL SINK. PROVIDE WITH QUARTER TURN ANGLE STOPS. SS SUPPLY LINES, FAUCET. FAUCET TO BE AMERICAN STANDARD 7502.175 OR EQUAL WITH GOOSENECK SPOUT, GRID STRAINER DRAIN. ROUTE WASTE LINE INDIRECT TO FLOOR SINK BELOW.

PLUMBING ABBREVIATIONS:

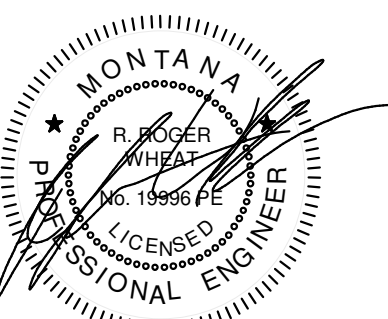
CW	DOMESTIC COLD WATER
HW	DOMESTIC HOT WATER
W	WASTE
V	VENT



1
P100
ARENA LEVEL DWV PLAN
1/4" = 1'-0"
NORTH REF



2
P100
ARENA LEVEL DOMESTIC WATER PLAN
1/4" = 1'-0"
NORTH REF

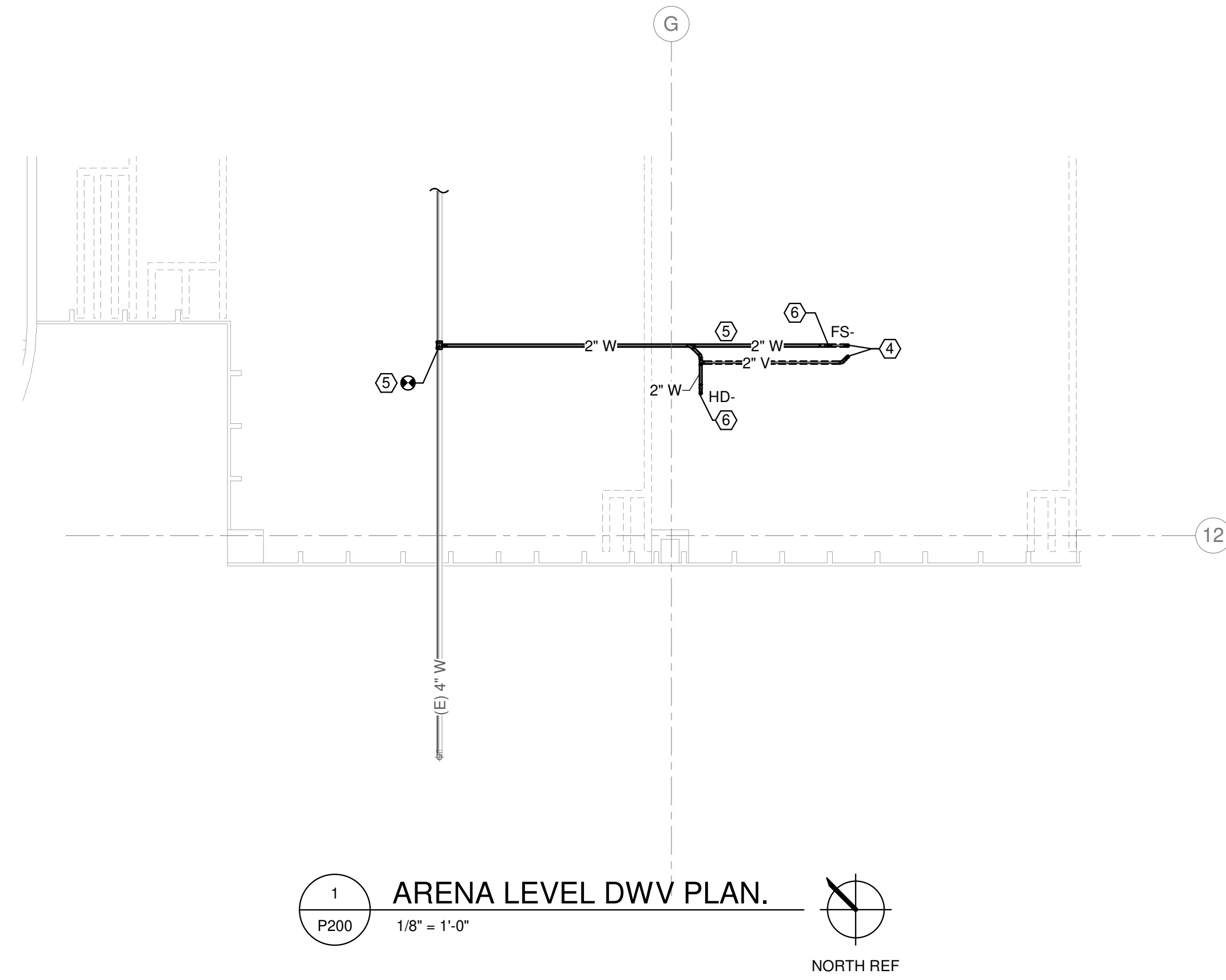


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CONSTRUCTION DOCUMENTS

11.30.2023
PROJ# | YC23_METCONC2
DESIGNED BY | WHEAT
DRAWN BY | PIMLEY
REVIEWED BY | WHEAT
REVISIONS

ARENA LEVEL PLUMBING PLANS



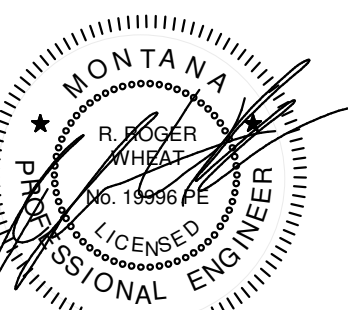
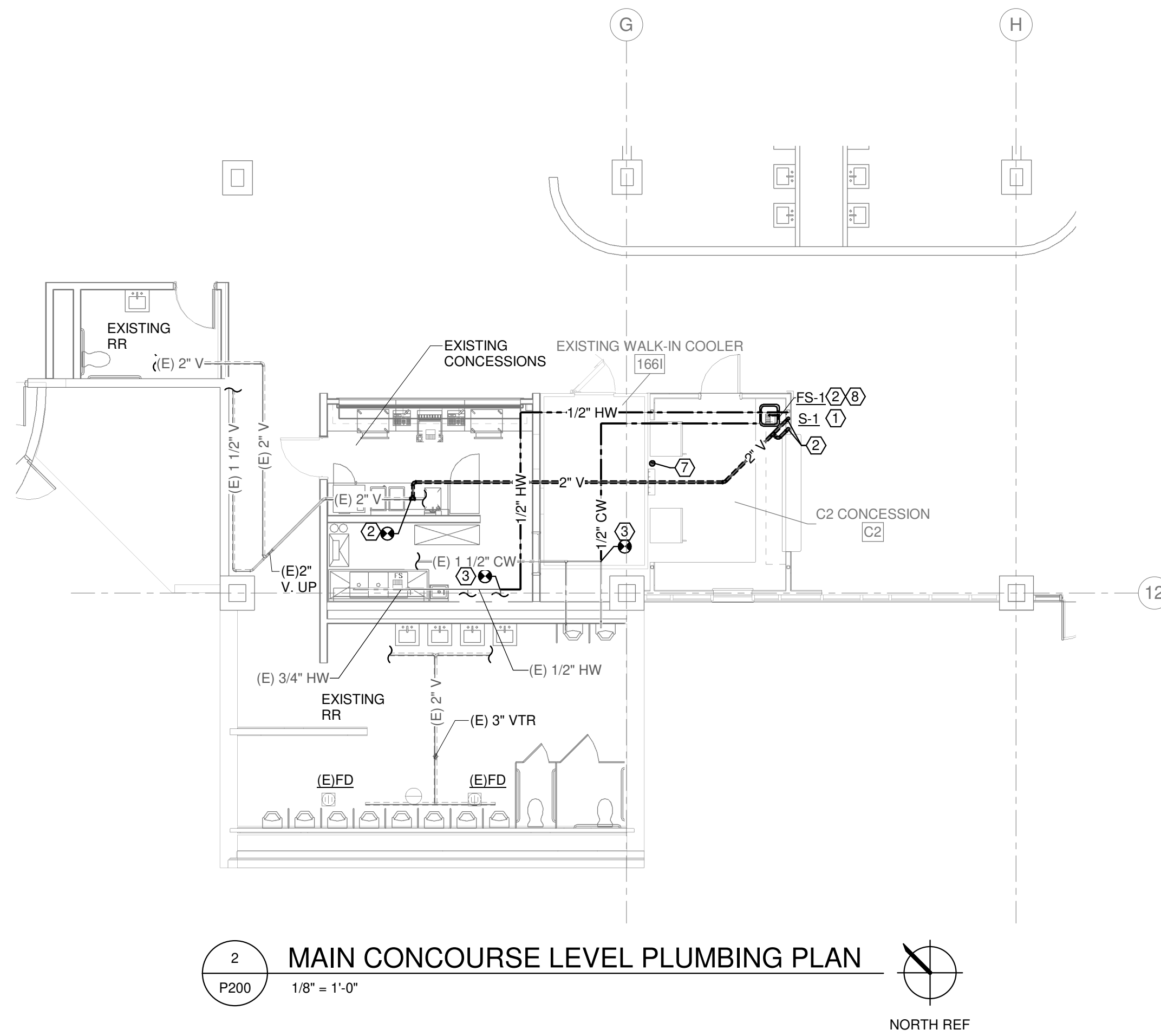
PLUMBING ABBRVIATIONS:	
CW	DOMESTIC COLD WATER
HW	DOMESTIC HOT WATER
W	WASTE
V	VENT

GENERAL PLUMBING NOTES

- A. REVIEW ARCHITECTURAL, STRUCTURAL, CIVIL, MECHANICAL, AND ELECTRICAL PLANS THOROUGHLY TO BECOME FAMILIAR WITH THIS PROJECT. ALL PLANS AND ALL SPECIFICATIONS COMPRISE ONE DOCUMENT OF WHICH THESE SHEETS ARE ONLY A PART.
- B. PIPING SHOWN IS DIAGRAMMATIC ONLY. ANY MAJOR DEVIATION FROM THESE PLANS SHOULD BE COORDINATED WITH THE ENGINEER OF RECORD BEFORE PROCEEDING.
- C. ALL NEW PIPING SHALL BE CONCEALED IN WALLS, ABOVE CEILING, OR UNDER GROUND UNLESS OTHERWISE NOTED ON THESE PLANS. COORDINATE ROUTING WITH OTHER DISCIPLINES.
- D. ALL WORK SHALL COMPLY WITH THE 2021 EDITION OF THE UPC..
- E. SLOPE SOIL PIPE 1/4" PER FOOT IN DIRECTION OF FLOW, UNLESS NOTED OTHERWISE ON PLANS. SLOPE VENT PIPE 1/8" PER FOOT BACK TO FIXTURES.
- F. ALL CONCRETE CORING SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- G. ALL NEW PIPING MATERIALS TO MATCH EXISTING.

KEYNOTES

- ① NEW INTEGRAL SINK. PROVIDE WITH QUARTER TURN ANGLE STOPS, SS SUPPLY LINES, FAUCET. FAUCET TO BE AMERICAN STANDARD 7502.175 OR EQUAL WITH GOOSENECK SPOUT, GRID STRAINER DRAIN. ROUTE WASTE LINE INDIRECT TO FLOOR SINK BELOW. NEW FLOOR SINK. JAY R. SMITH 3100 OR EQUAL. 2" OUTLET.
- ② NEW 2" VENT FROM BELOW. ROUTE AS INDICATED AND CONNECT INTO EXISTING 2" VENT.
- ③ CONNECT INTO EXISTING CW/HW SUPPLY LINES WITH 1/2" CW/HW SUPPLY LINES TO SERVE NEW SINK. PROVIDE ISOLATION VALVES IN BRANCH PIPING.
- ④ 2" V. UP. SEE 2/P200 FOR CONTINUATION.
- ⑤ ROUTE 2" WASTE FROM FLOOR SINK AS INDICATED AND CONNECT INTO EXISTING 4" WASTE LINE.
- ⑥ 2" W. UP. SEE 2/P200 FOR CONTINUATION.
- ⑦ 4"x2" REDUCER TO ACT AS HUB DRAIN FOR BEER TAPS.
- ⑧ FILED VERIFY EXACT LOCATION OF FLOOR SINK. COORDINATE WITH CONCRETE BEAM BELOW.



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CONCOURSE LEVEL PLUMBING PLANS

P200

ELECTRICAL LEGEND

SYMBOLS APPLY ONLY WHEN USED ON DRAWINGS

LIGHTING

SYMBOL	DESCRIPTION
	LAY-IN OR RECESSED FIXTURE, SIZE ON PLANS
	WALL MOUNTED FIXTURE, SIZE ON PLANS
	SURFACE MOUNTED FIXTURE, SIZE ON PLANS
	PENDANT OR SURFACE MOUNTED FIXTURE, SIZE ON PLANS
	PENDANT MOUNTED FIXTURE, SIZE ON PLANS

SURVEILLANCE SYSTEM

SYMBOL	DESCRIPTION
	CAMERA, CEILING AND WALL MOUNTED DOME, FIXED
	CAMERA, CEILING AND WALL MOUNTED DOME, PTZ
	CAMERA, CEILING MOUNTED, 360 DEGREE

SECURITY SYSTEM

SYMBOL	DESCRIPTION
	CARD READER

ABBREVIATIONS AND MISCELLANEOUS

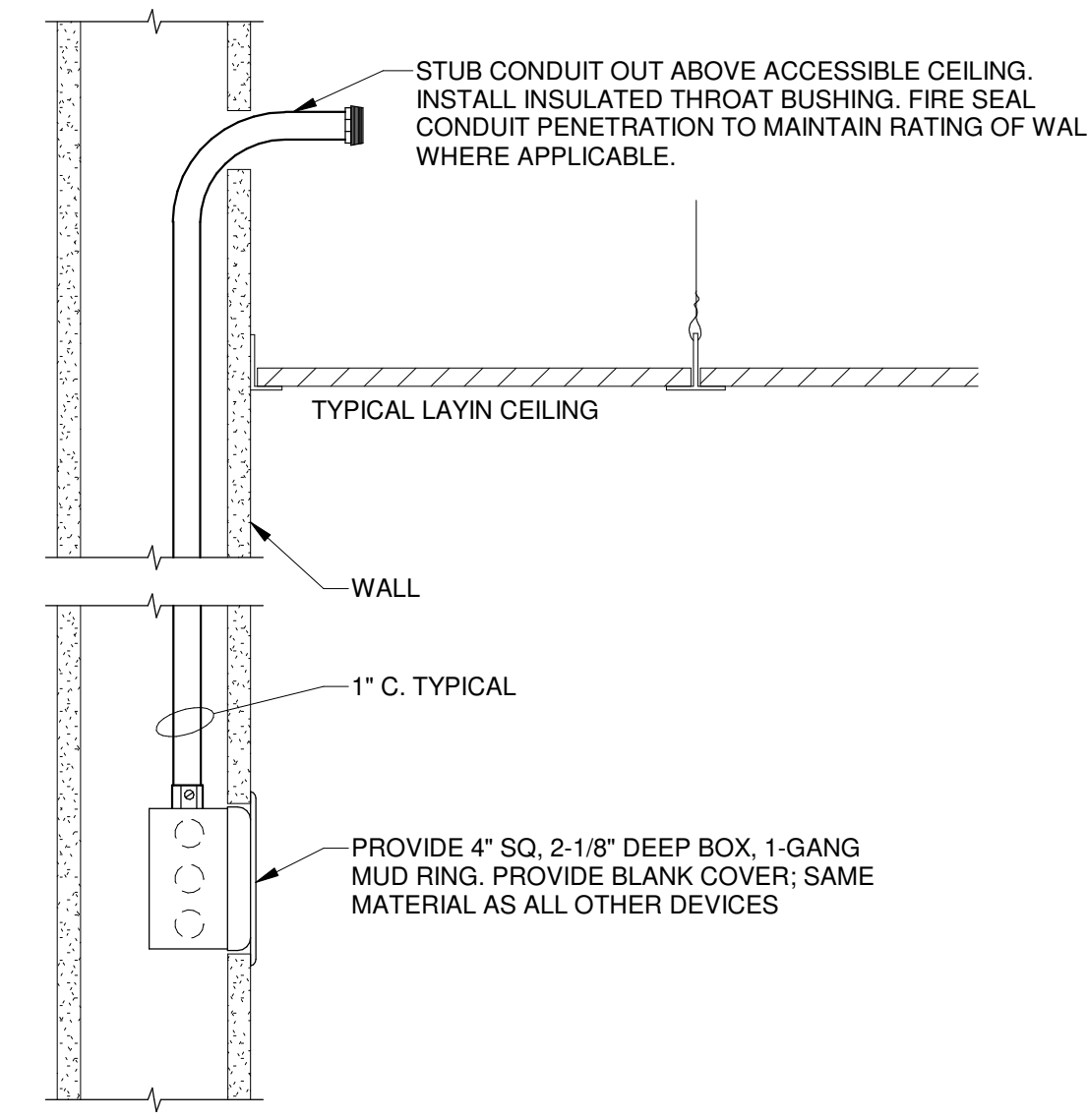
SYMBOL	DESCRIPTION
AC	ABOVE COUNTER, 4" BACK SPLASH
ATS	AUTOMATIC TRANSFER SWITCH
AFG	ABOVE FINISHED GRADE
AFB	ABOVE FINISHED FLOOR
BLG	BELOW GRADE
BOD	BOTTOM OF DEVICE
C	CONDUIT
CAS	CARD ACCESS SYSTEM
CCTV	CLOSED CIRCUIT TV
CLG	CEILING
COD	CENTER OF DEVICE
CU	COPPER
DVR	DIGITAL VIDEO RECORDER
(E)	EXISTING
EC	ELECTRICAL CONTRACTOR
EF	EXHAUST FAN
GC	GENERAL CONTRACTOR
GND	GROUND
LSI	FIELD ADJUSTABLE LONG TIME, SHORT TIME AND INSTANTANEOUS
LSIG	FIELD ADJUSTABLE LONG TIME, SHORT TIME, INSTANTANEOUS AND GROUND FAULT
MC	MECHANICAL CONTRACTOR
(N)	NEW
NL	NIGHT LIGHT
PTZ	PAN-TILT-ZOOM
QTY	QUANTITY
(R)	RELOCATED
SF	SURFACE
TBB	TELECOMMUNICATIONS BONDING BACKBONE
TC	TEMPERATURE CONTROL CONTRACTOR
TMGB	TELECOMMUNICATIONS MAIN GROUNDING BUS BAR
TTB	TELEPHONE TERMINAL BOARD
TYP	TYPICAL
UG	UNDERGROUND
UN	UNLESS OTHERWISE NOTED
W	WITH
WM	WIRE MOLD
WP	WEATHER PROOF (WHILE IN USE)
XFMR	TRANSFORMER
a.b.c etc	SWITCH DESIGNATION
BN1L-2,4,6	CIRCUIT DESIGNATION, PANEL BN1L, CIRCUITS 2,4,6
1/E501	INDICATES DETAIL 1 ON SHEET E501
#	SHEET WORK NOTE
Ⓢ	SHEET DEMO WORK NOTE
—	HOME RUN TO PANEL
—	CONDUIT CONCEALED IN CEILING OR WALL
—	CONDUIT CONCEALED UNDER FLOOR
LV	LOW VOLTAGE CIRCUIT
—	FIBER OPTIC CABLE
—	CABLE TRAY
##	CIRCUIT, NUMBER OF HASH MARKS INDICATES NUMBER OF CONDUCTORS IN CABLE/RACEWAY. GROUND WIRE IS NOT SHOWN BUT SHALL BE INCLUDED. NO HASH MARKS INDICATES 2 CONDUCTORS PLUS GROUND.

DEVICES AND POWER

SYMBOL	DESCRIPTION
\$	SWITCH - SPST
2	SINGLE POLE, DOUBLE THROW
3	THREEWAY
4	FOURWAY
K	KEY OPERATED
P	PILOT LIGHT
WP	WEATHERPROOF
OS	OCCUPANCY SENSOR
D	DIMMER
MC	SPOT-MOMENTARY CONTACT
LV	LOW VOLTAGE
T	TIMER SWITCH
TS	TEST SWITCH
	OCCUPANCY SENSOR (CEILING) - SUBSCRIPT IS TYPE
	RECEPTACLE - SIMPLEX
	RECEPTACLE - DUPLEX, MOUNTING IN CEILING
	GFI RECEPTACLE - DUPLEX, MOUNTING IN CEILING
	RECEPTACLE - DUPLEX
	GFI RECEPTACLE - DUPLEX (GROUND FAULT INTERRUPT)
USB	DEVICE RECEPT W/2 USB PORTS
DC	DROP CORD
WP	WEATHERPROOF COVER & WEATHER RESISTANT RECEPTACLE
TR	TAMPER RESISTANT
S	SURGE PROTECTED
IG	ISOLATED GROUND
	FILLED CENTER INDICATES HOSPITAL GRADE
	EMERGENCY RECEPTACLE
	RECEPTACLE - DOUBLE DUPLEX
	GFI RECEPTACLE - DOUBLE DUPLEX
	- SAME INDICATORS AS SHOWN FOR DUPLEX RECEPTACLE
	RECEPTACLE - 1/2 SWITCHED, 1/2 CONTINUOUS POWER
	RECEPTACLE - DOUBLE DUPLEX - 1/2 SWITCHED, 1/2 CONTINUOUS POWER
	RECEPTACLE - 208V
R	RANGE - NEMA 14-50R
D	DRYER - NEMA 14-30R
W	WELDER - NEMA 14-50R
W	NEMA CONFIGURATION AS NOTED
	EXISTING PANELBOARD, SURFACE MOUNTED
	EXISTING PANELBOARD, FLUSH MOUNTED
	PANELBOARD, SURFACE MOUNTED
	PANELBOARD, FLUSH MOUNTED
	ELECTRIC METER, BUILDING MOUNTED
	TRANSFORMER, INTERIOR
	TRANSFORMER, EXTERIOR

PANEL: C8												
LOCATION:		WEST CONCESSIONS 166A		AMPS:		125 A		TYPE OF MAIN:		MCB		
MOUNTING TYPE:		RECESSED		VOLTAGE:		120/208 Wye		MINIMUM AIC RATING:		SEE ONE-LINE DIAGRAM		
MANUFACTURER:		SEE SPECIFICATIONS		PHASES:		3		FED FROM:				
MODEL TYPE:		GE ASERIES II		WIRES:		4		ENCLOSURE:		NEMA 1		
								NOTES:		EXISTING PANEL		
LOAD NAME	CKT NO	BKR AMP	POLE	A	B	C	POLE	BKR AMP	CKT NO	LOAD NAME		
CONVECTION OVEN - FUTURE	1	20	2	0	0		1	20	2	EF-15 RM 267		
	3	--	--				1	20	4	RECEPT - WALL		
PIZZA OVEN	5	20	3				1	20	6	SODA/ICE DISPENSER BEER LOC.		
	7	--	--	0	0		1	20	8	SODA SYSTEM W/CO2 TANKS		
	9	--	--				1	20	10	WARMING DRAWER		
COOLER FAN	11	20	1				0	0	1	20	12	WARMING DRAWER
RECEPT - OUTSIDE WALL	13	20	1	0	0		1	20	14	COOLER LIGHTS		
CONVENIENCE OUTLETS	15	20	1				1	20	16	EXHAUST FAN EF-19,25		
RECEPT - WALL	17	20	1				0	0	1	20	18	RECEPT - OUTSIDE WALL
RECEPT - OUTSIDE	19	20	1	0	0		1	20	20	BATHROOM HEAT		
LIGHTING	21	20	1			60	0	0	1	20	22	HAND DRYER RM 267
RECEPT - OUTSIDE WALL	23	20	2				0	0	1	20	24	MIDWEST BANK
	25	--	--	0	0				1	20	26	MIDWEST BANK
RECEPTACLES - C2 CONCESSIONS RM 166H	27	20	1			900	0	0	1	20	28	RECEPT - GFI RM 267
HEAT TAPE	29	20	1				0	0	1	20	30	HAND DRYER RM 267
RECEPTACLES - C2 CONCESSIONS RM 166H	31	20	1	180	0				2	20	32	COOLER COMPRESSOR
RECEPTACLES - C2 CONCESSIONS RM 166H	33	20	1			180	0		--	--	34	--
	35										36	--
				180	1140	0	TOTAL CONNECTED PHASE VA					
				1.7	9.7	0	TOTAL CONNECTED PHASE AMPS					
LOAD CLASSIFICATION	CONNECTED LOAD	DEMAND FACTOR	ESTIMATED DEMAND	PANEL TOTALS								
LIGHTING	60	125.00%	75	TOTAL CONNECTED LOAD: 1320								
RECEPTACLES	1260	100.00%	1260	TOTAL CONNECTED AMPS: 3.7								
				TOTAL EST. DEMAND: 1335								
				TOTAL EST. DEMAND AMPS: 3.7								
NOTES: 1. NEW ITEMS ARE BOLD. LOADS ONLY REFLECT BEING ADDED TO THIS PANEL.												

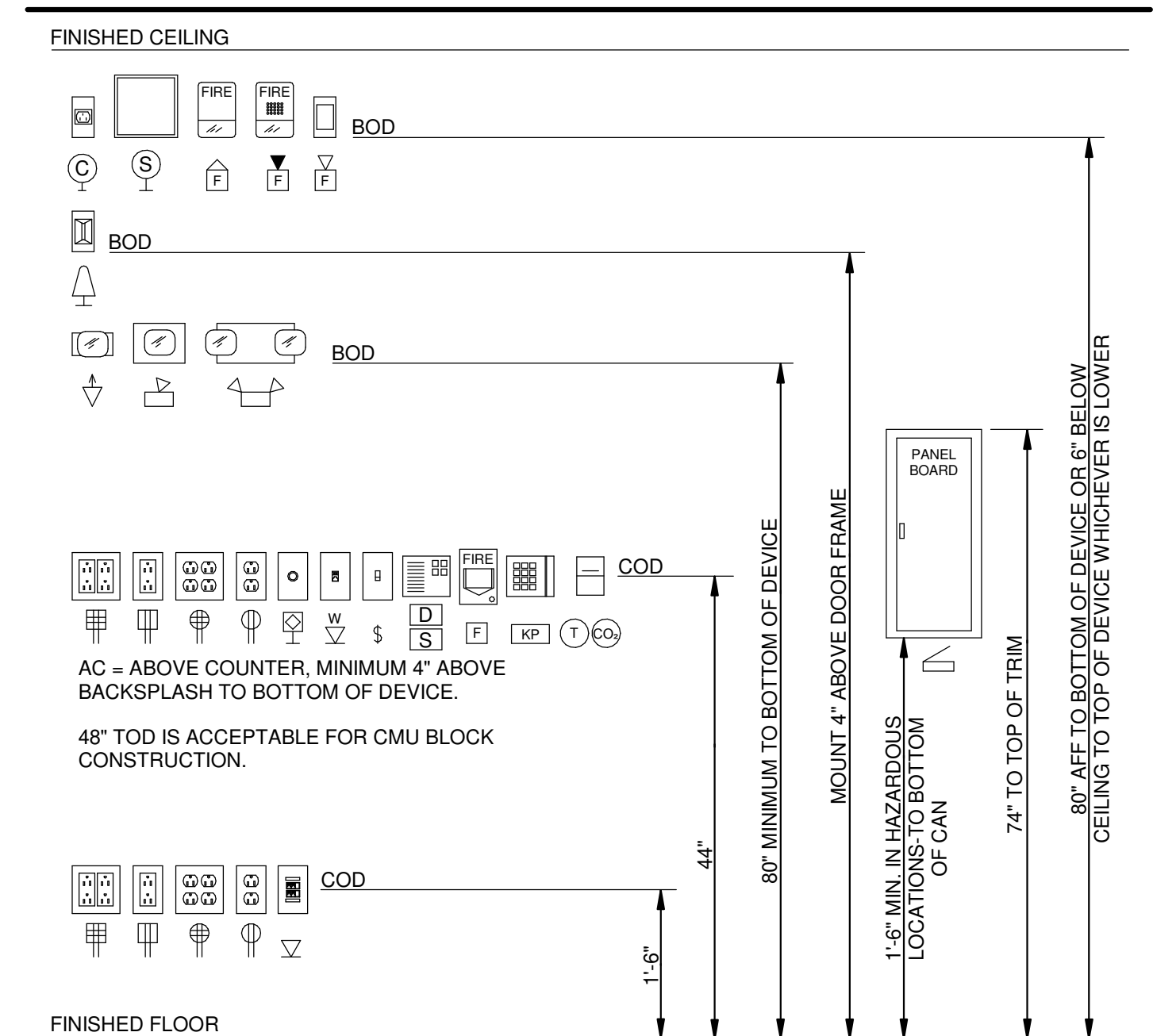
PANEL: C9													
LOCATION:		WEST CONCESSIONS 166A		AMPS:		125 A		TYPE OF MAIN:		MCB			
MOUNTING TYPE:		SURFACE		VOLTAGE:		120/208 Wye		MINIMUM AIC RATING:		SEE ONE-LINE DIAGRAM			
MANUFACTURER:		SEE SPECIFICATIONS		PHASES:		3		FED FROM:					
MODEL TYPE:		GE ASERIES II		WIRES:		4		ENCLOSURE:		NEMA 1			
								NOTES:		EXISTING PANEL			
LOAD NAME	CKT NO	BKR AMP	POLE	A	B	C	POLE	BKR AMP	CKT NO	LOAD NAME			
MENU BOARD	1	20	1	0	0		1	20	2	SOUND SYSTEM QUAD RECEPTS			
HOT DOG GRILL	3	20	1			0	0	1	20	4	POS		
NACH CHEESE DISPLAY	5	20	1					1	20	6	POS		
PRETZEL DISPLAY	7	20	1	0	0		0	0	1	20	8	REACH-IN REFRIGERATOR	
SODA SYSTEM W/CO2 TANKS	9	20	1			0	0	1	20	10	SODA/ICE DISPENSER		
CONVENIENCE OUTLETS	11	20	1				0	0	1	20	12	POPCORN WARMER	
OUTLETS ON COLUMNS	13	20	1	0	0				1	20	14	WARMING DRAWER	
PIZZA OVEN	15	20	1			0	0	1	20	16	WARMING DRAWER		
FREEZER	17	20	1					0	0	1	20	18	COFFEE BREWER
REACH-IN REFRIGERATOR	19	20	1	0	0			1	20	20	NORTH CONCOURSE ATM OUTLET		
LIGHTING - C3 CONCESSIONS RM 166G	21	20	1			113	540	1	20	22	RECEPTACLES		
RECEPTACLES - C3 CONCESSIONS RM 166G	23	20	1				720	--	1	--	24	SPACE	
EQUIPMENT - RM 166F	25	20	2	1290	--				1	--	26	SPACE	
	27	--	--			1290	--		1	--	28	SPACE	
EQUIPMENT - RM 166F	29	20	1				1440	--	1	--	30	SPACE	
	31	--	--						1	--	32	SPACE	
SPACE	33	--	1						1	--	34	SPACE	
SPACE	35	--	1						1	--	36	SPACE	
SPACE	37	--	1						1	--	38	SPACE	
SPACE	39	--	1						1	--	40	SPACE	
SPACE	41	--	1								42	SPACE	
				1290	1942.5	2160	TOTAL CONNECTED PHASE VA						
				10.8	17	18.8	TOTAL CONNECTED PHASE AMPS						
LOAD CLASSIFICATION	CONNECTED LOAD	DEMAND FACTOR	ESTIMATED DEMAND	PANEL TOTALS									
EQUIPMENT	4020	100.00%	4020	TOTAL CONNECTED LOAD: 5392.5									
LIGHTING	113	125.00%	141	TOTAL CONNECTED AMPS: 15									
RECEPTACLES	1260	100.00%	1260	TOTAL EST. DEMAND: 5420.6									
				TOTAL EST. DEMAND AMPS: 15									
NOTES: 1. NEW ITEMS ARE BOLD. LOADS ONLY REFLECT BEING ADDED TO THIS PANEL.													



NOTE: VERIFY EXACT WALL TYPES WITH ARCHITECTURAL DRAWINGS. DRAWING IS INTENDED FOR GENERAL REFERENCE; ALL REQUIRED EQUIPMENT AND SUPPORTS NOT SHOWN.

1 COMMUNICATIONS ROUGH-IN DETAIL
E001 NOT TO SCALE

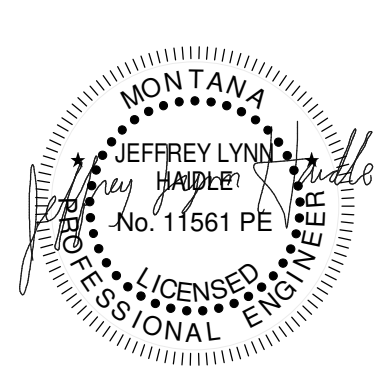
INTERIOR BOX MOUNTING HEIGHTS



ELECTRICAL SHEET INDEX

E001	LEGENDS, SCHEDULES AND PANELS
E200	LIGHTING PLANS
E300	POWER PLANS
E400	SPECIAL SYSTEMS PLANS

YELLOWSTONE COUNTY - METRA PARK
2023 CONCESSIONS



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CONSTRUCTION DOCUMENTS

11.30.2023
PROJ# | YC23_METCONC2
DESIGNED BY | WIGEN
DRAWN BY | DLS/JAE
REVIEWED BY | HAIDLE
REVISIONS

LEGENDS, SCHEDULES AND PANELS

E001

LIGHTING FIXTURE SCHEDULE

NOTES:
1) VERIFY MOUNTING AND SUSPENSION HEIGHT WITH OWNER PRIOR TO ROUGH IN

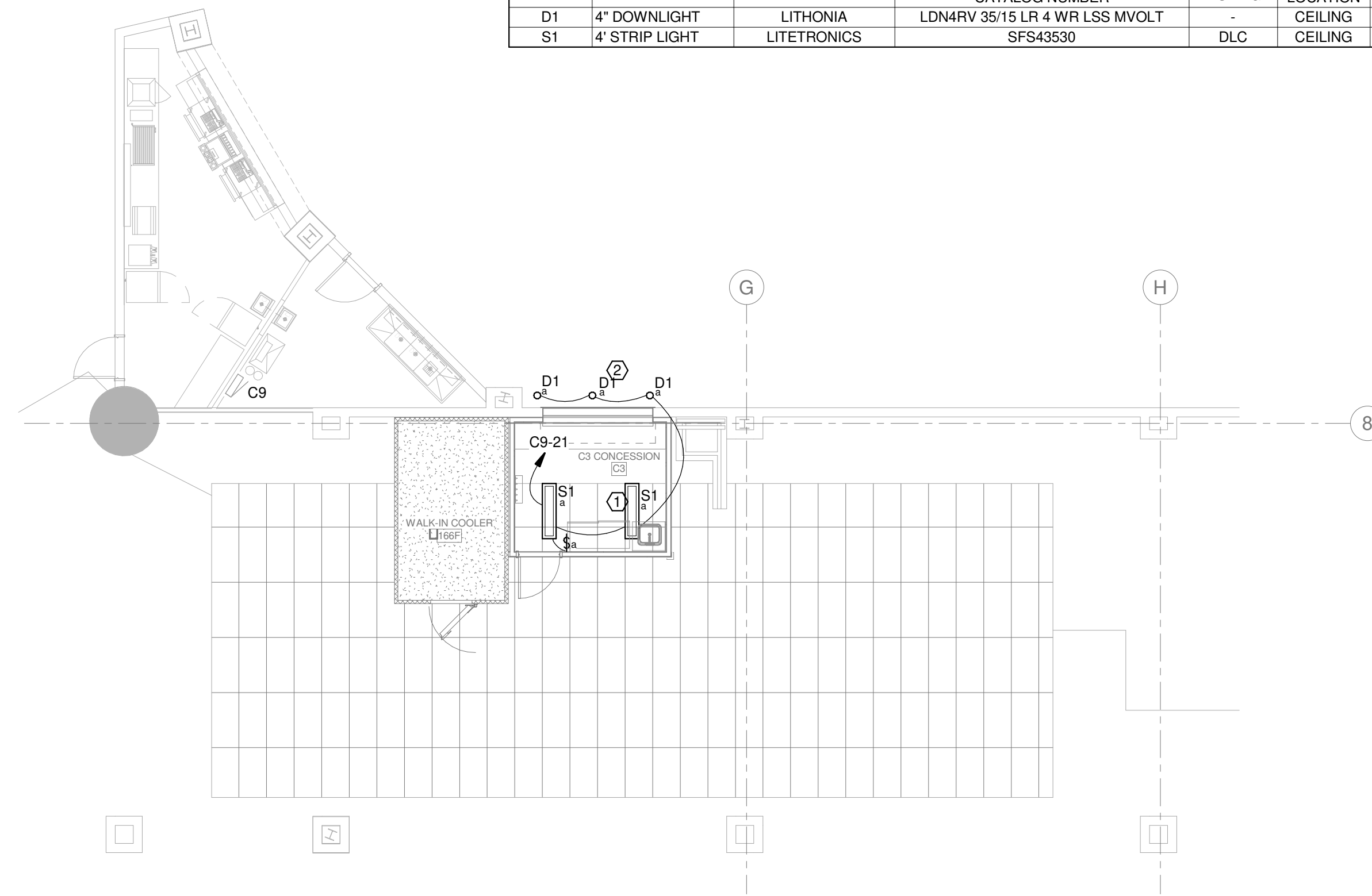
TYPE	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	FIXTURE ENERGY LISTING	MOUNTING			VOLTAGE	VA	FINISH	LIGHT SOURCE			OPTIONS DIMMABLE	NOTES	
					LOCATION	TYPE	HEIGHT				LAMP TYPE	CRI	KELVIN			LUMENS
D1	4" DOWNLIGHT	LITHONIA	LDN4RV 35/15 LR 4 WR LSS MVOLT	-	CEILING	RECESSED	-	120 V	17.50	-	LED	80	3500	1500 lm	Y	
S1	4' STRIP LIGHT	LITETRONICS	SFS43530	DLC	CEILING	SUSPENDED	NOTE 1	120 V	30.00	WHITE	LED	80	3500	3900 lm	Y	

GENERAL NOTES

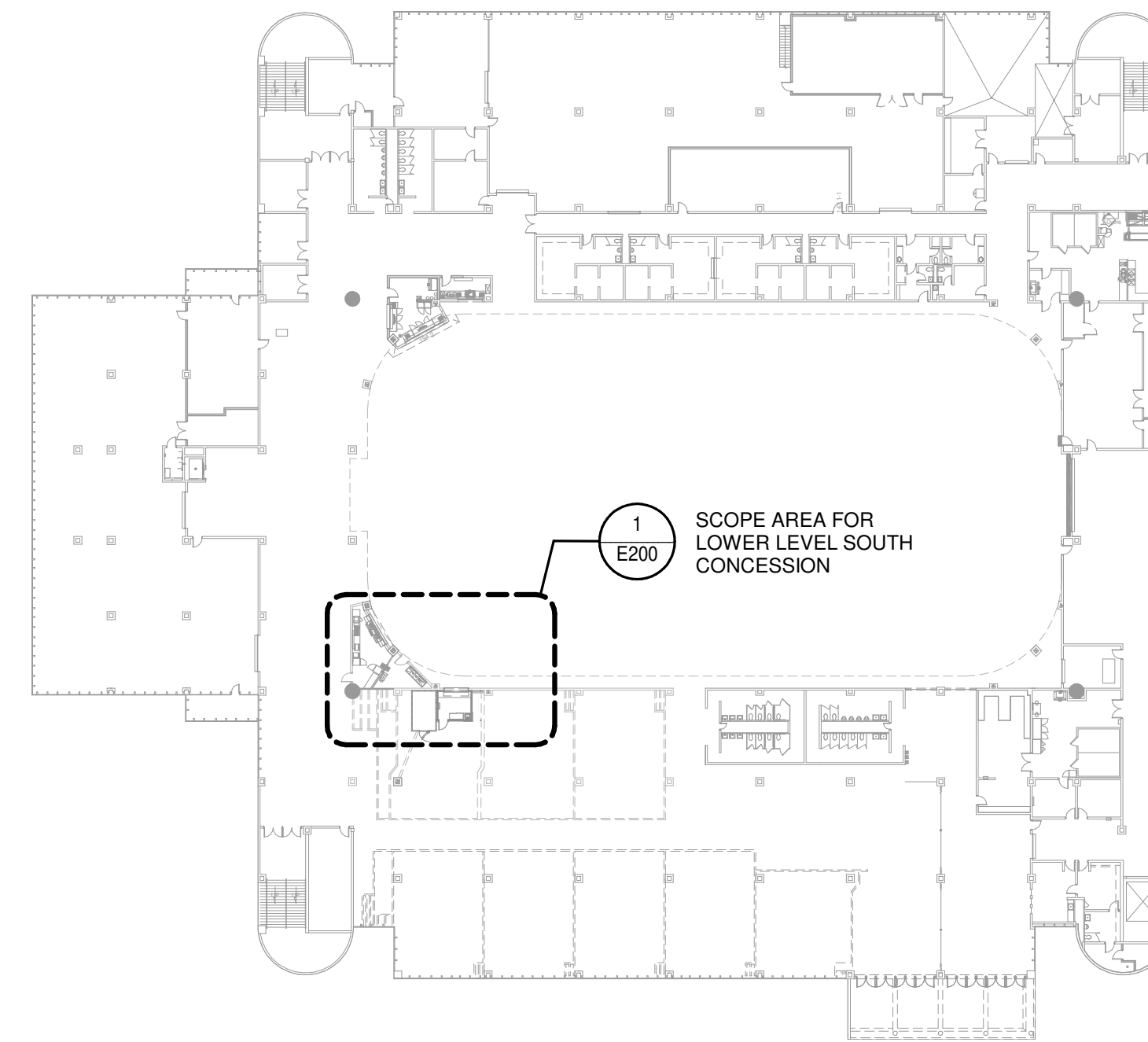
- A. COMPLY WITH LATEST ADOPTED NEC AND APPLICABLE CODES/STANDARDS.
- B. SHARED NEUTRALS ARE NOT ALLOWED FOR SINGLE PHASE BRANCH CIRCUITS.
- C. LIGHTING FIXTURES SHALL MATCH EXISTING CONCESSIONS.

KEYNOTES

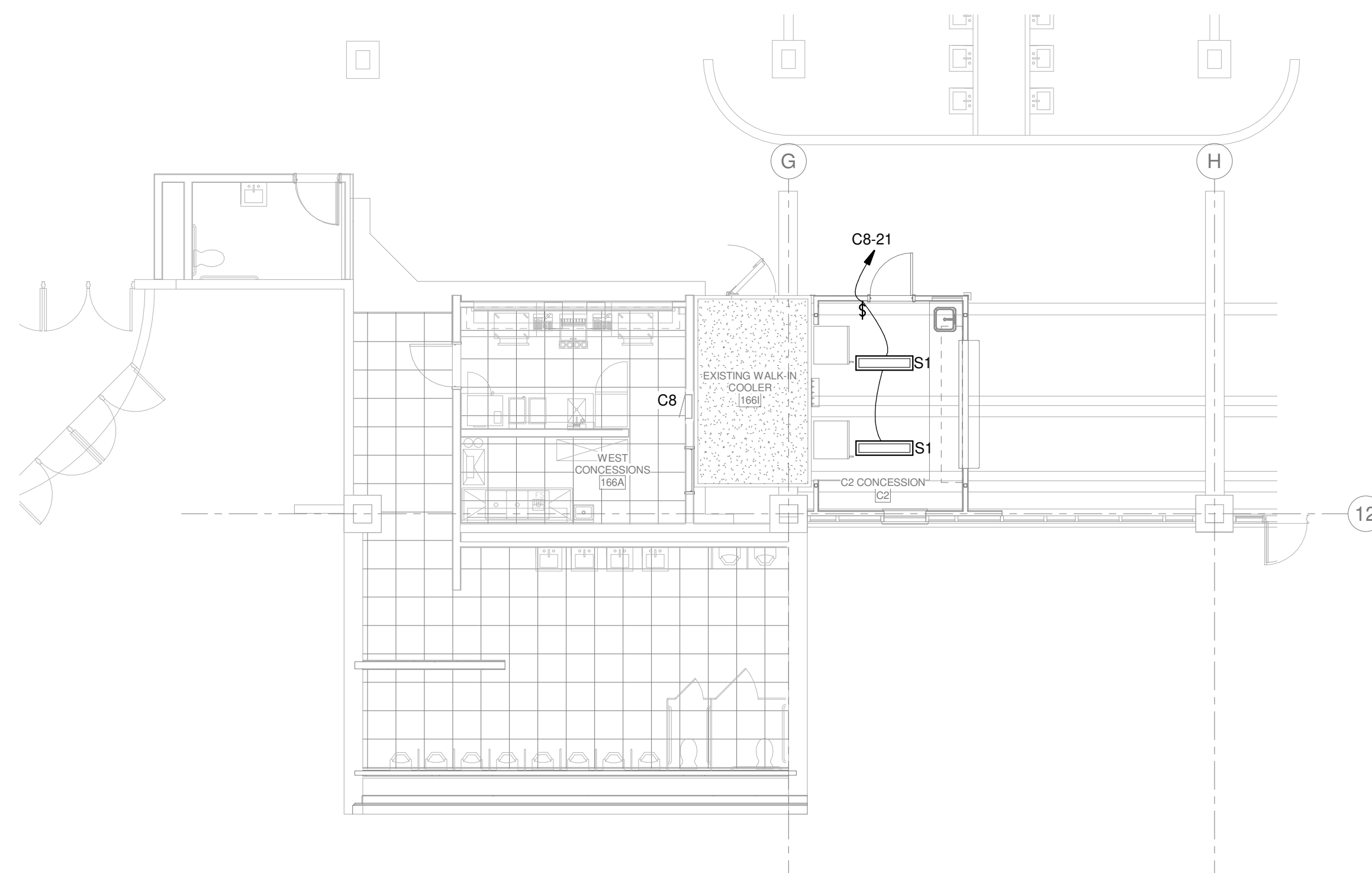
- 1. MOUNT LIGHTING ON UNISTRUT SUSPENDED. AVOID STRUCTURAL BEAMS.
- 2. CAN LIGHTS SHALL BE MOUNTED UNDER SOFFIT OR AREANA FLOOR SIDE OF CONCESSIONS.



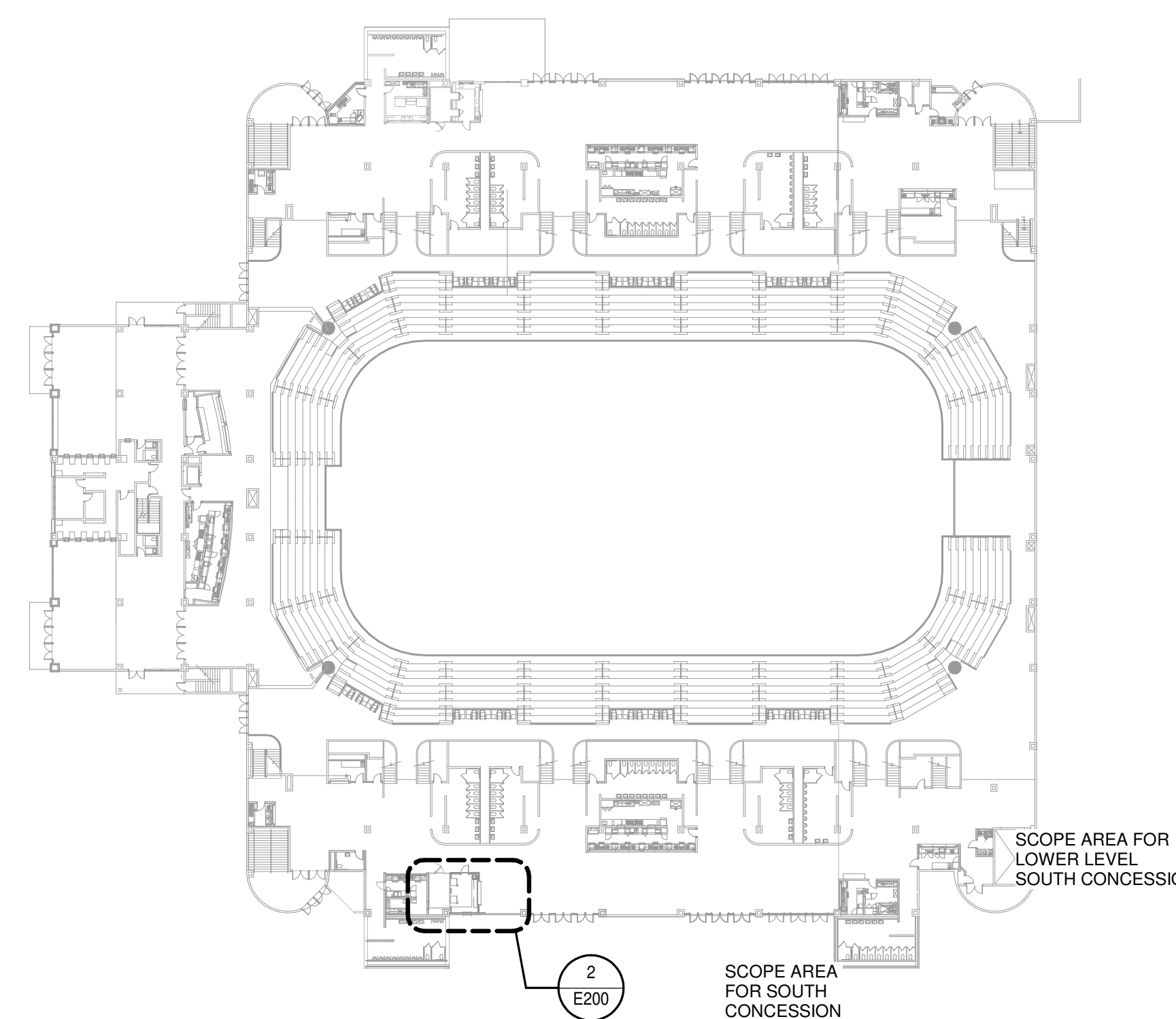
1 ARENA LEVEL LIGHTING PLAN
1/8" = 1'-0"



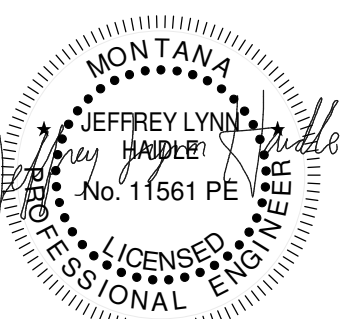
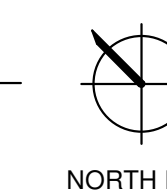
3 METRA PARK ARENA - LOWER LEVEL OVERALL PLAN
1" = 50'-0"



2 MAIN CONCOURSE LEVEL LIGHTING PLAN
1/8" = 1'-0"



4 METRA PARK ARENA - MAIN LEVEL OVERALL PLAN
1" = 50'-0"



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1 02.26.2024 REV1

LIGHTING PLANS

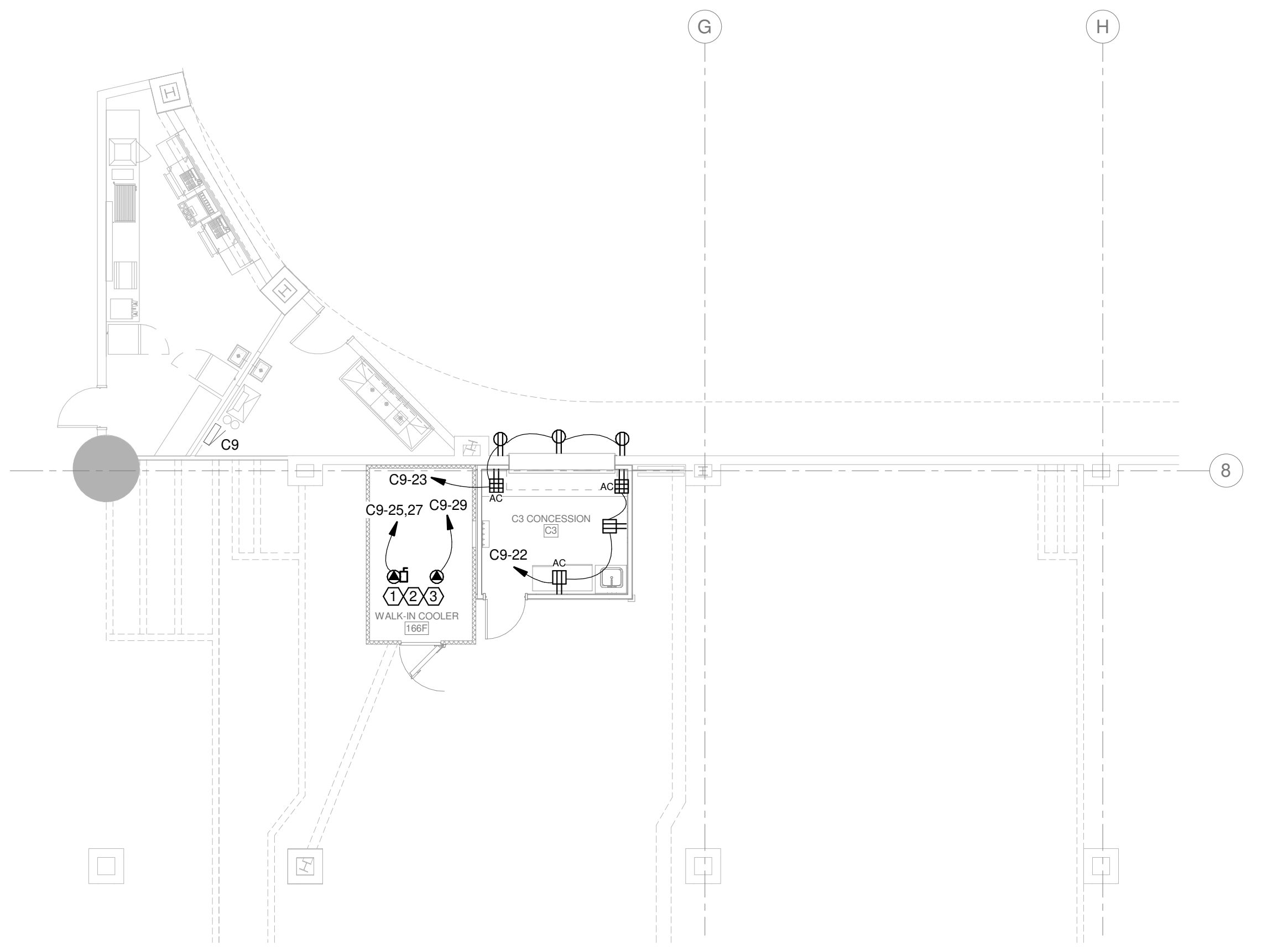
E200

GENERAL NOTES

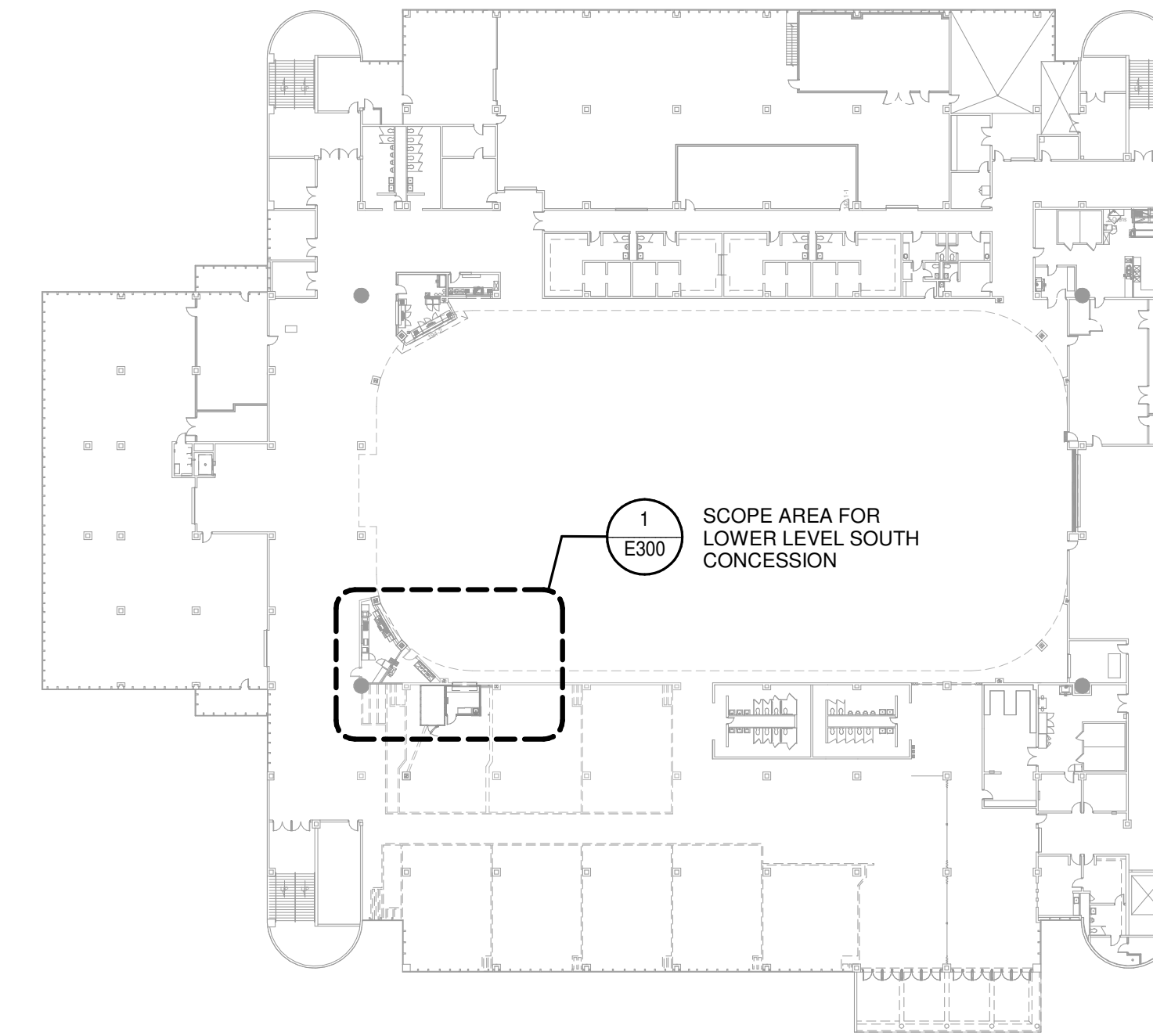
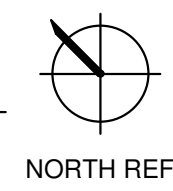
- A. COMPLY WITH LATEST ADOPTED NEC AND APPLICABLE CODES/STANDARDS.
- B. SHARED NEUTRALS ARE NOT ALLOWED FOR SINGLE PHASE BRANCH CIRCUITS.

KEYNOTES

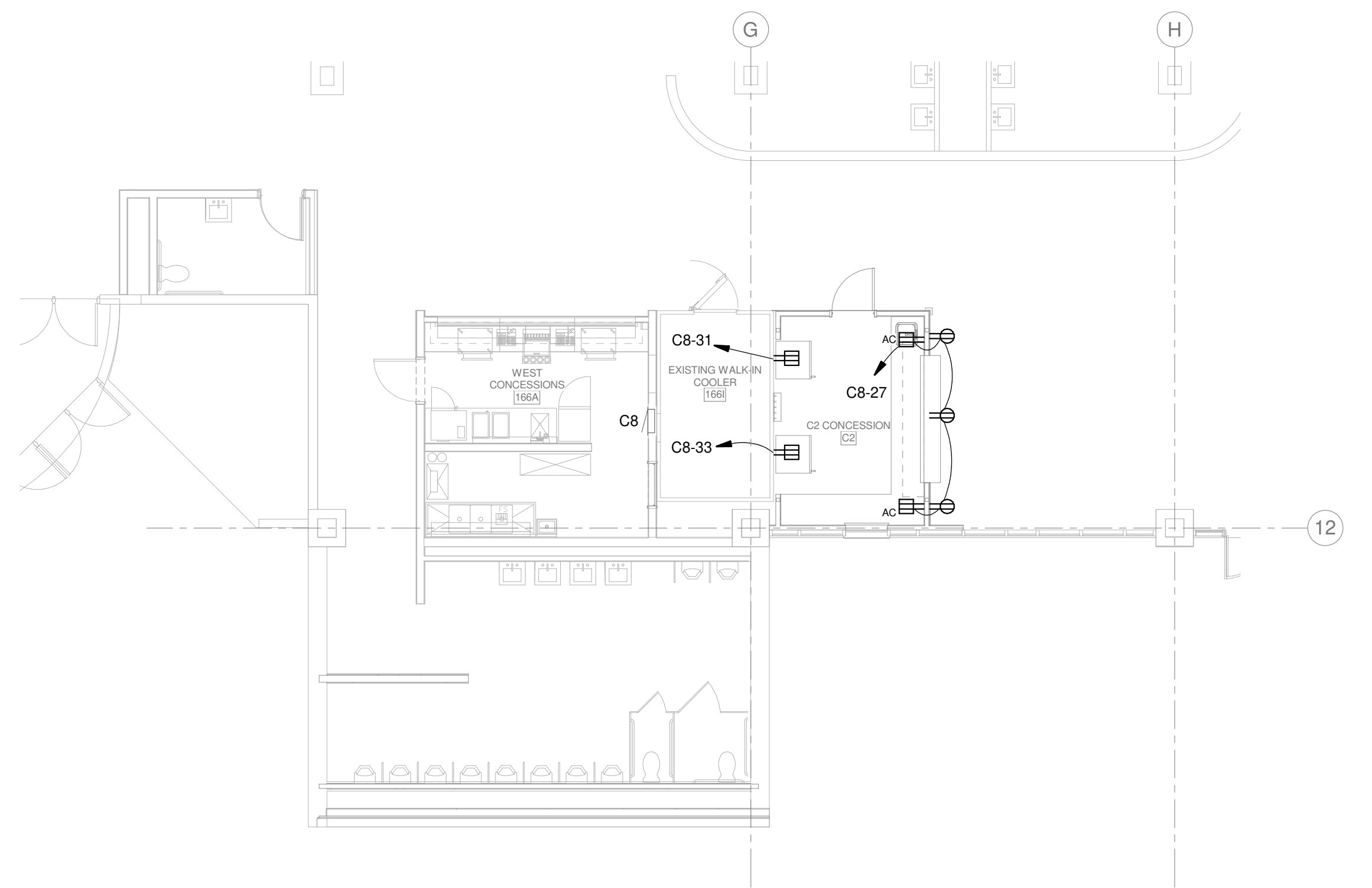
1. ELECTRICIAN TO PROVIDE SEAL-OFFS AT EVERY CONDUIT ENTRY ON WARMER SIDE OF PANEL. SEAL INSIDE AND AROUND ALL CONDUITS WHERE PASSING THROUGH PANELS. FOR FURTHER DETAILS SEE COOLER VENDOR DRAWINGS.
2. PROVIDE 30A2P, FUSIBLE DISCONNECT. SIZE PER MANUFACTURER'S RECOMMENDATIONS.
3. PROVIDE 120V SERVICE FOR COOLER CO2 DETECTOR. PLACE NEAR EVAPORATOR. PROVIDE 12V FOR COOLER FAN KIT. COORDINATE EXACT POWER AND CONNECTION REQUIREMENTS WITH EQUIPMENT MANUFACTURER.



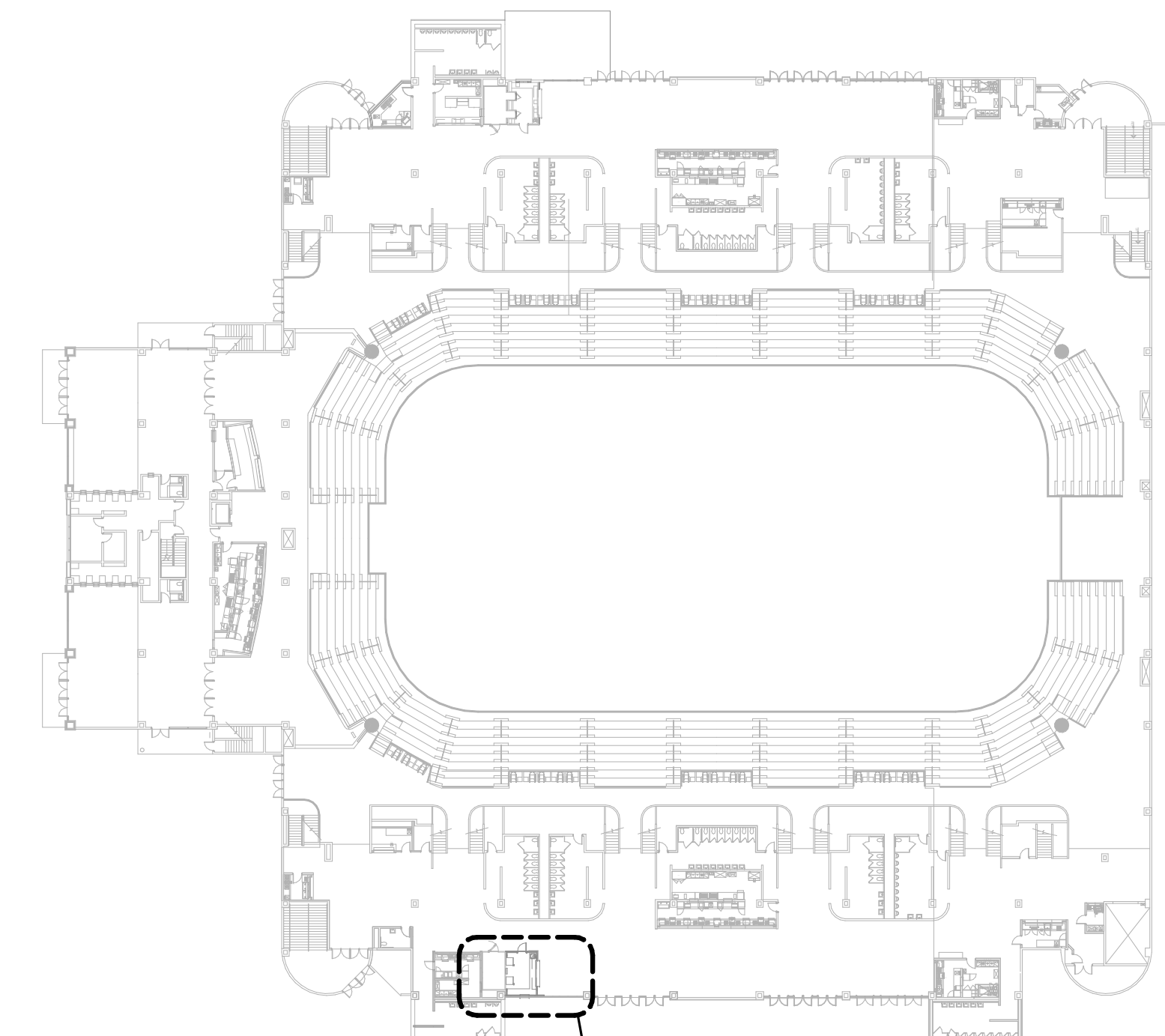
1 ARENA LEVEL POWER PLAN
E300 1/8" = 1'-0"



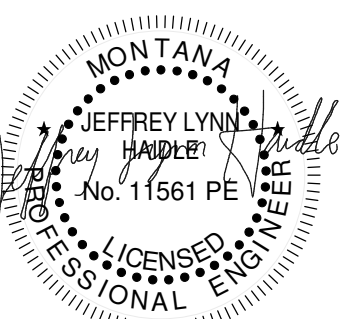
3 METRA PARK ARENA - LOWER LEVEL OVERALL PLAN
E300 1" = 50'-0"



2 MAIN CONCOURSE LEVEL POWER PLAN
E300 1/8" = 1'-0"



4 METRA PARK ARENA - MAIN LEVEL OVERALL PLAN
E300 1" = 50'-0"



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REVISIONS
1 02.26.2024 REV1

POWER PLANS

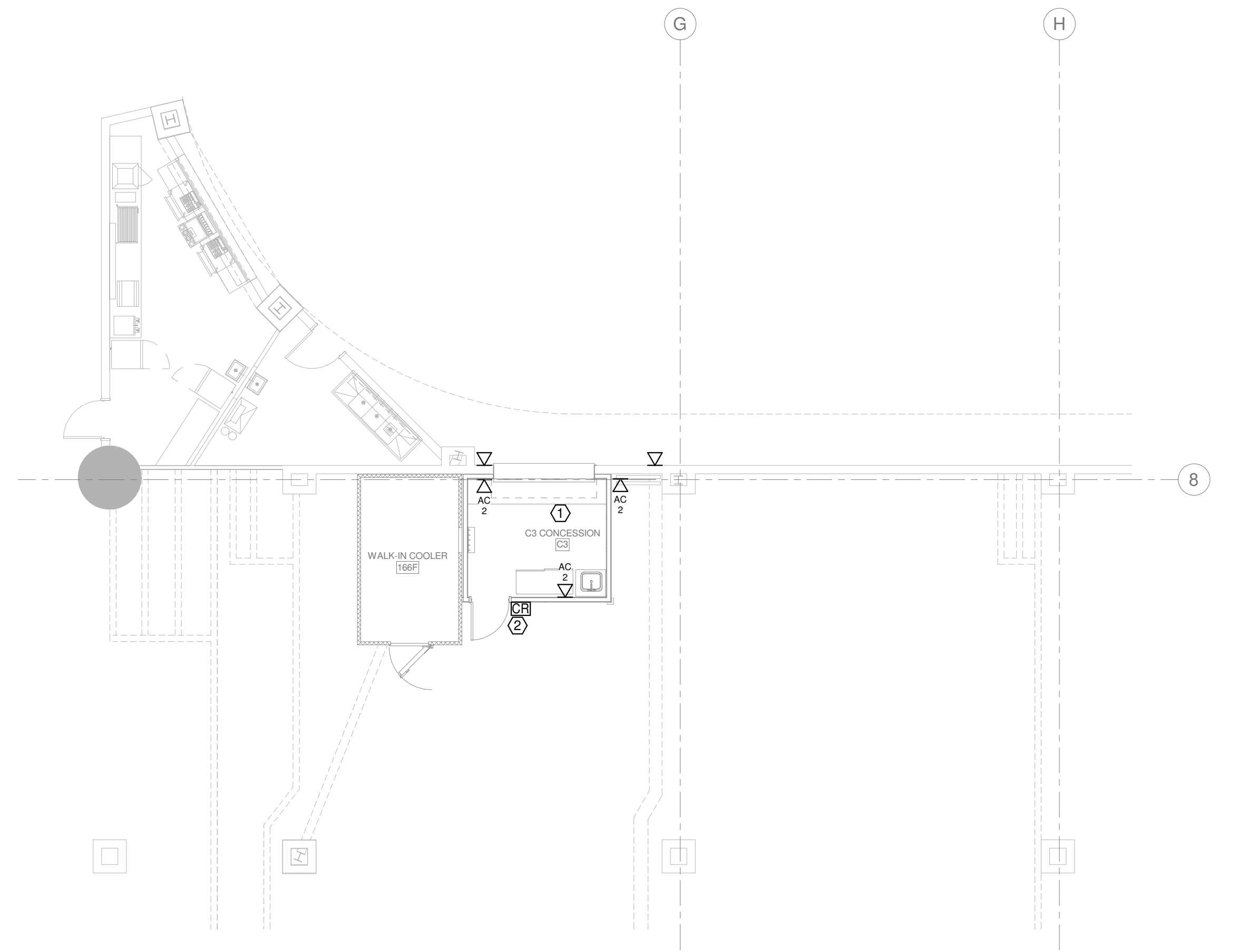
E300

GENERAL NOTES

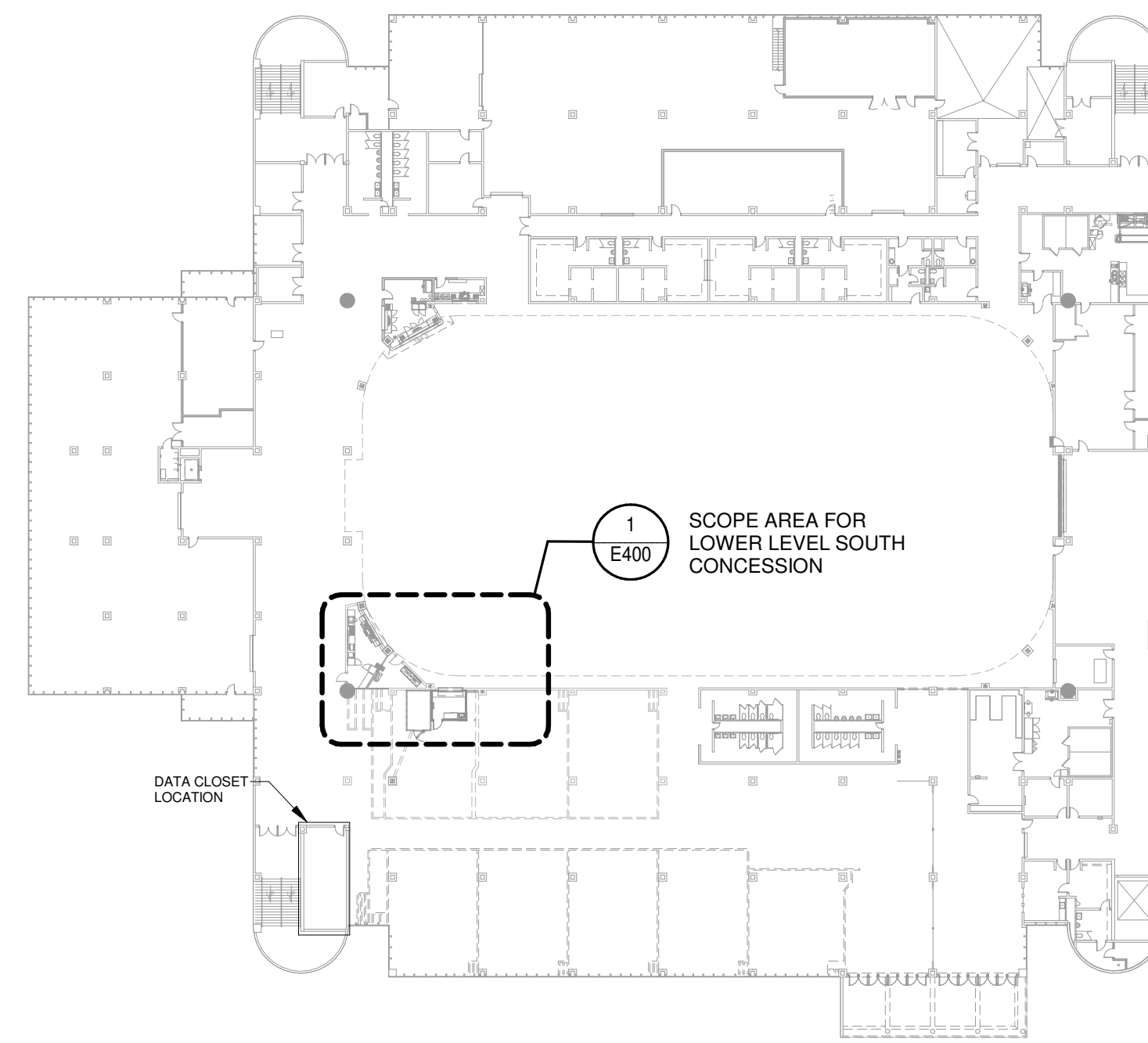
- A. COMPLY WITH LATEST ADOPTED NEC, NFPA 72 AND LATEST ADOPTED IBC/IFC.

KEYNOTES

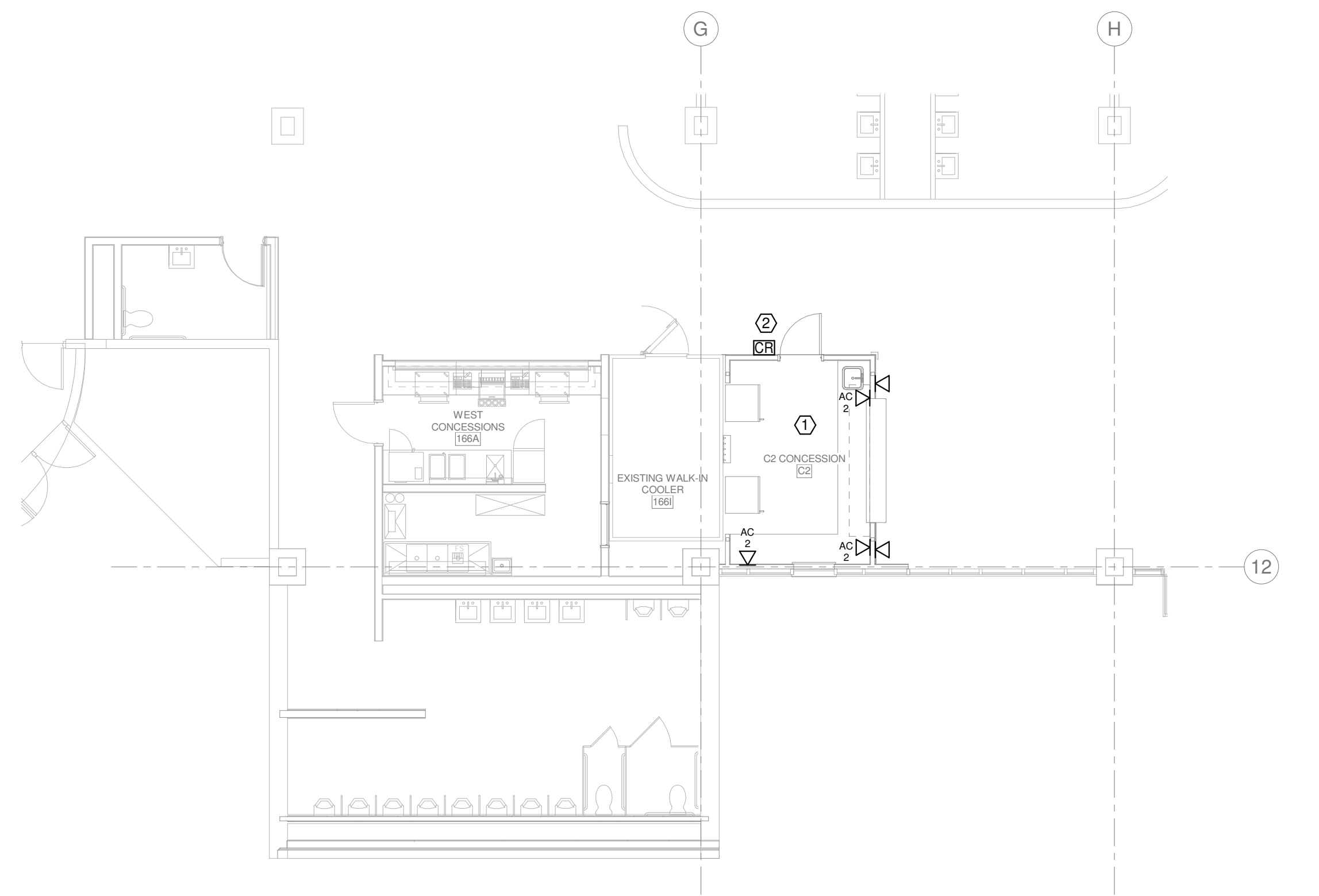
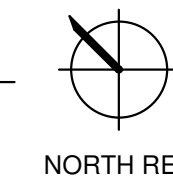
- 1. RUN DATA BACK TO ARENA LEVEL DATA ROOM. LOCATION SHOWN ON OVERALL PLAN CALLOUTS.
- 2. E.G. TO PROVIDE ROUGHIN FOR ACCESS CONTROL. COORDINATE WITH ACCESS CONTROL CONTRACTOR.



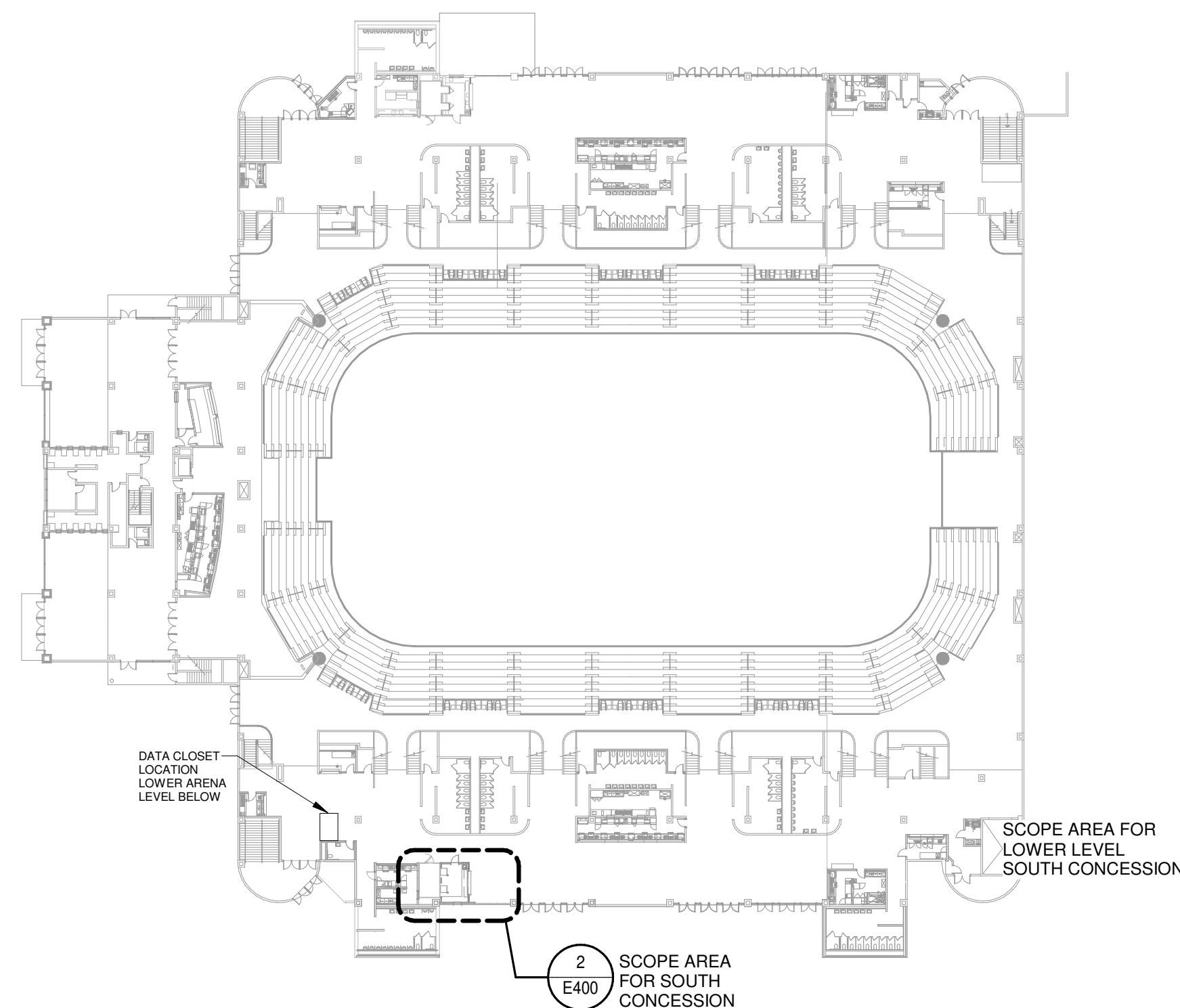
1 ARENA LEVEL SPECIAL SYSTEMS PLAN
E400 1/8" = 1'-0"



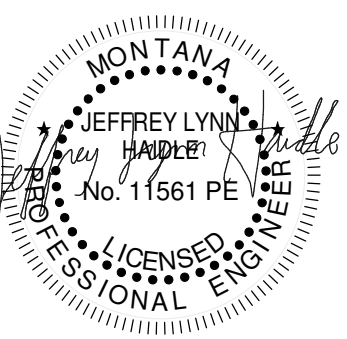
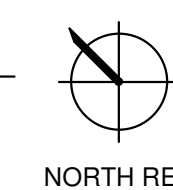
3 METRA PARK ARENA - LOWER LEVEL OVERALL PLAN
E400 1" = 50'-0"



2 MAIN CONCOURSE LEVEL SPECIAL SYSTEMS PLAN
E400 1/8" = 1'-0"



4 METRA PARK ARENA - MAIN LEVEL OVERALL PLAN
E400 1" = 50'-0"



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SPECIAL SYSTEMS PLANS

E400



Cushing
Terrell®

Yellowstone County
MetraPark West
Concessions Remodel
Billings, MT

February 26, 2024

Project Manual

OWNER

Yellowstone County
217 North 27th Street
Billings, Montana 59101
(406) 256- 2717

Architect/Engineer

Cushing Terrell
13 North 23rd Street
Billings, Montana 59101
(406) 248-7455

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SUBSTITUTION REQUEST FORM

CTA ARCHITECTS ENGINEERS

One Specification Section per Form. (Fill in all Blanks)

Project: Yellowstone County – MetraPark West Concessions Remodel

We hereby submit for your review the following substitution for the following specified material for the above project:

<u>Section</u>	<u>Paragraph</u>	<u>Specified Material</u>
----------------	------------------	---------------------------

Proposed Substitution: _____

Attach all technical data, including laboratory tests, if applicable, in duplicate to allow the Architect/Engineer to review this request.

Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

A. Does the substitution affect dimensions shown on the Construction Documents? Yes No

(Explain) _____

B. By signature below, the undersigned agrees to pay all costs, including engineering and detailing costs, associated with the incorporation of this product.

C. Does the substitution affect other trades? Yes No

(Explain) _____

D. What are the differences between the proposed substitution and specified product?

(Explain) _____

E. Manufacturer's guarantees of the proposed and specified item are same different

(Explain) _____

This request is accompanied by self-addressed, stamp envelope.

CTA shall continue our policy of recognizing acceptable substitutions by Addendum.

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By:

For Use by Architect/Engineer:

Signature

Received Too Late

Approved Except As Noted

Firm

Not Accepted

Address

For bidding only. Final approval subject to submittal data in accordance with requirements of specifications.

Date

Date

Date

Phone

By

By

MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2023

Effective: January 14, 2023

Greg Gianforte, Governor
State of Montana

Laurie Esau, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59601
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

LAURIE ESAU
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 14, 2023

B. Definition of Building Construction

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that building construction occupations are defined to be those performed by a person engaged in a recognized trade or craft, or any skilled, semi-skilled, or unskilled manual labor related to the construction, alteration, or repair of a public building or facility, and does not include engineering, superintendence, management, office or clerical work.

The Administrative Rules of Montana (ARM), 24.17.501(2) – 2(a), states *“Building construction projects generally are the constructions of sheltered enclosures with walk-in access for housing persons, machinery, equipment, or supplies. It includes all construction of such structures, incidental installation of utilities and equipment, both above and below grade level, as well as incidental grading, utilities and paving.”*

Examples of building construction include, but are not limited to, alterations and additions to buildings, apartment buildings (5 stories and above), arenas (closed), auditoriums, automobile parking garages, banks and financial buildings, barracks, churches, city halls, civic centers, commercial buildings, court houses, detention facilities, dormitories, farm buildings, fire stations, hospitals, hotels, industrial buildings, institutional buildings, libraries, mausoleums, motels, museums, nursing and convalescent facilities, office buildings, out-patient clinics, passenger and freight terminal buildings, police stations, post offices, power plants, prefabricated buildings, remodeling buildings, renovating buildings, repairing buildings, restaurants, schools, service stations, shopping centers, stores, subway stations, theaters, warehouses, water and sewage treatment plants (buildings only), etc.”

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as *“...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”*.

D. Prevailing Wage Schedule

This publication covers only Building Construction occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy Construction, Highway Construction, and Nonconstruction Services occupations can be found on the internet at www.mtwagehoubopa.com or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states *“The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”*

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

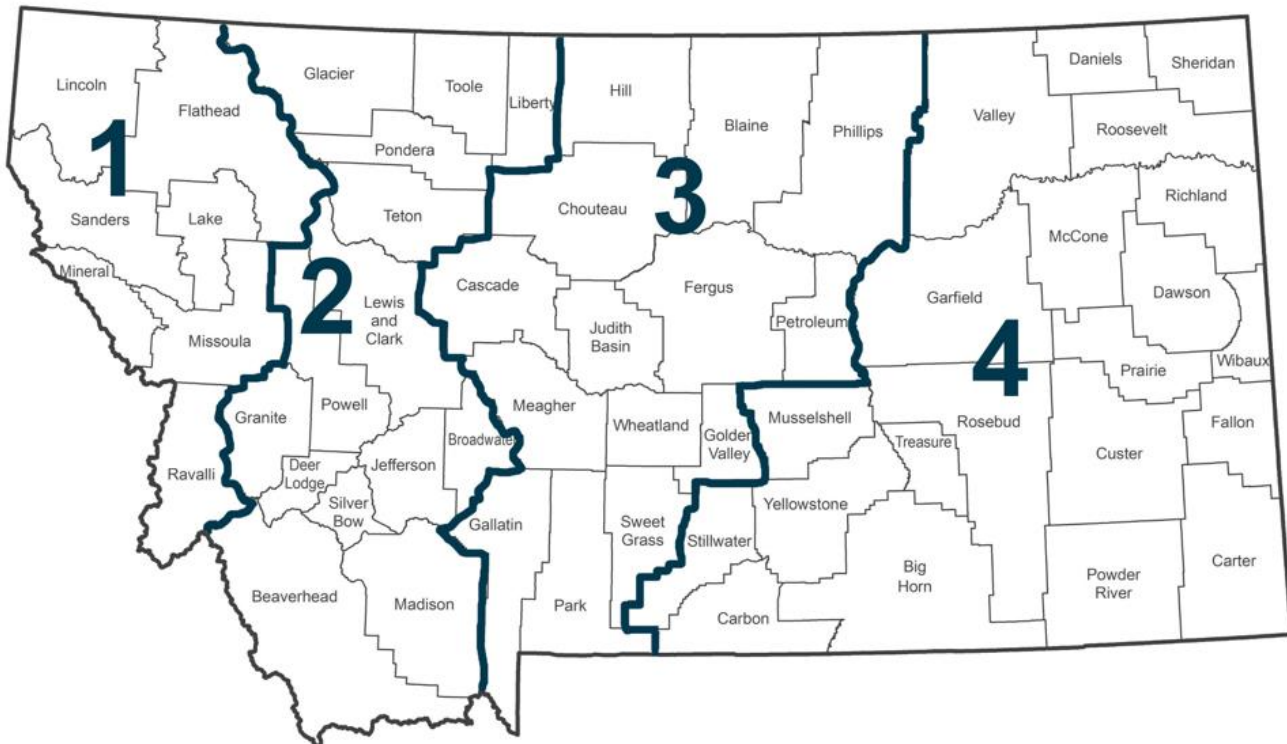
- (a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;*
 - (b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or*
 - (c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.*
- (2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”*

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

Montana Prevailing Wage Districts



I. Dispatch City

ARM, 24.17.103(11), defines dispatch city as “...*the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney.*” A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 – Kalispell and Missoula: includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;

District 2 – Butte and Helena: includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;

District 3 – Bozeman and Great Falls: includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;

District 4 – Billings, Miles City and Sidney: includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as “...*an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.*” See section I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(23), states “ ‘*Travel pay,*’ also referred to as ‘*travel allowance,*’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee’s home, whichever is closer, to the center of the job.” See section I above for a list of dispatch cities.

L. Per Diem

ARM, 24.17.103(19), states “ ‘*Per diem*’ typically covers costs associated with board and lodging expenses. *Per diem* is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”

M. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states “...*The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.*” Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

N. Posting Notice of Prevailing Wages

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are “...*performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.*”

O. Employment Preference

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

P. Projects of a Mixed Nature

Section 18-2-408, MCA states:

“(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

“(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification”

Q. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

http://www.bls.gov/oes/current/oes_stru.htm

R. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

S. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

WAGE RATES

BOILERMAKERS

No Rate Established

Duties Include:

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, and pressure vessels.

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Travel and Per Diem:

All Districts

No travel or per diem established.

BRICK, BLOCK, AND STONE MASONS

	Wage	Benefit
District 1	\$32.32	\$16.78
District 2	\$32.32	\$16.78
District 3	\$32.32	\$16.78
District 4	\$32.32	\$16.78

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Travel:

All Districts

0-70 mi. free zone
>70-90 mi. \$60.00/day
>90 mi. \$80.00/day

CARPENTERS

	Wage	Benefit
District 1	\$26.12	\$12.00
District 2	\$26.50	\$14.07
District 3	\$26.50	\$14.07
District 4	\$26.50	\$14.07

Duties Include:

Install roll and batt insulation, and hardwood floors.

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Zone Pay:

All Districts

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

CARPET INSTALLERS

No Rate Established

Duties Include:

Lay and install carpet from rolls or blocks on floors. Install padding and trim flooring materials.

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Travel and Per Diem:

All Districts

No travel or per diem established.

CEMENT MASONS AND CONCRETE FINISHERS

	Wage	Benefit
District 1	\$24.00	\$8.85
District 2	\$22.63	\$7.36
District 3	\$21.17	\$3.67
District 4	\$20.57	\$3.67

Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

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Travel and Per Diem:

All Districts

No travel or per diem established.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

	Wage	Benefit
District 1	\$25.47	\$12.92
District 2	\$28.21	\$12.92
District 3	\$28.21	\$12.92
District 4	\$28.21	\$12.92

This group includes but is not limited to:

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	Wage	Benefit
District 1	\$26.95	\$ 9.50
District 2	\$33.32	\$ 9.44
District 3	\$27.99	\$12.92
District 4	\$29.33	\$12.92

This group includes but is not limited to:

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batchter; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant.

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Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	Wage	Benefit
District 1	\$25.81	\$12.92
District 2	\$29.75	\$12.92
District 3	\$29.75	\$12.92
District 4	\$29.75	\$12.92

This group includes but is not limited to:

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat.

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Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	Wage	Benefit
District 1	\$26.70	\$12.92
District 2	\$29.62	\$14.21
District 3	\$30.75	\$12.92
District 4	\$30.75	\$12.92

This group includes but is not limited to:

Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	Wage	Benefit
District 1	\$31.75	\$12.92
District 2	\$31.75	\$12.92
District 3	\$30.33	\$15.08
District 4	\$31.75	\$12.92

This group includes but is not limited to:

Cranes, 45 tons up to and incl. 74 tons.

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Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	Wage	Benefit
District 1	\$32.75	\$12.92
District 2	\$32.75	\$12.92
District 3	\$32.75	\$12.92
District 4	\$32.75	\$12.92

This group includes but is not limited to:

Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$3.50/hr.

>60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	Wage	Benefit
District 1	\$33.75	\$12.92
District 2	\$33.75	\$12.92
District 3	\$33.75	\$12.92
District 4	\$33.75	\$12.92

This group includes but is not limited to:

Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

Zone Pay:

All Districts

0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

	Wage	Benefit
District 1	\$23.55	\$11.82
District 2	\$23.55	\$11.82
District 3	\$23.55	\$11.82
District 4	\$23.55	\$11.82

Zone Pay:

All Districts

0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr.
>30-50 mi. base pay + \$0.85/hr.
>50 mi. base pay + \$1.25/hr.

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CONSTRUCTION LABORERS GROUP 2

	Wage	Benefit
District 1	\$21.63	\$ 7.43
District 2	\$20.07	\$ 9.82
District 3	\$22.91	\$11.82
District 4	\$20.71	\$ 7.93

Zone Pay:

All Districts

0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr.
>30-50 mi. base pay + \$0.85/hr.
>50 mi. base pay + \$1.25/hr.

This group includes but is not limited to:

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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CONSTRUCTION LABORERS GROUP 3

	Wage	Benefit
District 1	\$24.55	\$11.82
District 2	\$24.55	\$11.82
District 3	\$24.55	\$11.82
District 4	\$24.55	\$11.82

This group includes but is not limited to:

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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Zone Pay:

All Districts

0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr.
>30-50 mi. base pay + \$0.85/hr.
>50 mi. base pay + \$1.25/hr.

CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
District 1	\$23.09	\$11.82
District 2	\$24.60	\$11.82
District 3	\$22.44	\$12.22
District 4	\$21.38	\$12.22

This group includes but is not limited to:

Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete) Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc.

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Zone Pay:

All Districts

0-15 mi. free zone
>15-30 mi. base pay + \$0.65/hr.
>30-50 mi. base pay + \$0.85/hr.
>50 mi. base pay + \$1.25/hr.

***Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

DRYWALL APPLICATORS

	Wage	Benefit
District 1	\$26.50	\$14.07
District 2	\$26.50	\$14.07
District 3	\$26.50	\$14.07
District 4	\$26.50	\$14.07

Duties Include:

Drywall and ceiling tile installation.

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Zone Pay:

All Districts

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

	Wage	Benefit
District 1	\$33.22	\$15.91
District 2	\$32.18	\$16.93
District 3	\$32.56	\$14.56
District 4	\$36.69	\$15.98

Duties Include:

Electrical wiring; equipment and fixtures; street lights; electrical control systems. Installation and/or adjusting of building automation controls also during testing and balancing, commissioning and retro-commissioning.

Travel:

District 1

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-15 mi. free zone
- >15-45 mi. \$0.625/mi. in excess of the free zone
- >45 mi. \$75.00/day

Districts 2 and 3

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$71.57/day

District 4

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.
- >60 mi. \$75.00/day

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ELEVATOR CONSTRUCTORS

	Wage	Benefit
District 1	\$59.70	\$44.11
District 2	\$59.70	\$44.11
District 3	\$59.70	\$44.11
District 4	\$59.70	\$44.11

Travel:

All Districts

- 0-15 mi. free zone
- >15-25 mi. \$47.85/day
- >25-35 mi. \$95.70/day
- >35 mi. \$104.54/day or cost of receipts for hotel and meals, whichever is greater.

Special Provision:

When in employees vehicle additional reimbursement of 1.5% of the prevailing wage rate is added to the amounts above.

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FLOOR LAYERS

No Rate Established

Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors.

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Travel and Per Diem:

All Districts

No travel or per diem established.

GLAZIERS

	Wage	Benefit
District 1	\$21.44	\$4.01
District 2	\$21.88	\$4.29
District 3	\$22.31	\$3.99
District 4	\$22.04	\$3.87

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Travel and Per Diem:

All Districts

No travel or per diem established.

HEATING AND AIR CONDITIONING

	Wage	Benefit
District 1	\$33.00	\$20.73
District 2	\$33.00	\$20.73
District 3	\$33.00	\$20.73
District 4	\$33.00	\$20.73

Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work.

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Travel:

All Districts

0-50 mi. free zone

>50 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Per Diem:

All Districts

\$85/day

INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

	Wage	Benefit
District 1	\$39.37	\$19.87
District 2	\$39.37	\$19.87
District 3	\$39.37	\$19.87
District 4	\$39.37	\$19.87

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

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Travel:

All Districts

0-30 mi. free zone

>30-40 mi. \$25.00/day

>40-50 mi. \$35.00/day

>50-60 mi. \$50.00/day

>60 mi. \$60.00/day plus

- \$0.56/mi. if transportation is not provided.
 - \$0.20/mi. if in company vehicle.
- >60 mi. \$105.00/day on jobs requiring an overnight stay plus
- \$0.56/mi. if transportation is not provided.
 - \$0.20/mi. if in company vehicle.

IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

	Wage	Benefit
District 1	\$30.53	\$27.91
District 2	\$29.54	\$24.49
District 3	\$29.54	\$24.49
District 4	\$29.54	\$24.99

Duties Include:

Cut, bend, tie, and place rebar.

Travel:

District 1

0-45 mi. free zone
>45-60 mi. \$50.00/day
>60-100 mi. \$75.00/day
>100 mi. \$95.00/day

Special Provision:

When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

Districts 2, 3 & 4

0-45 mi. free zone
>45-85 mi. \$70.00/day
>85 mi. \$100.00/day

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

	Wage	Benefit
District 1	\$30.53	\$27.91
District 2	\$29.54	\$24.49
District 3	\$29.54	\$24.49
District 4	\$29.54	\$24.49

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:

District 1

0-45 mi. free zone
>45-60 mi. \$50.00/day
>60-100 mi. \$75.00/day
>100 mi. \$95.00/day

Special Provision:

When the employer provides transportation, travel will not be paid. However, when an employee is required to travel over 70 miles one way, the employee may elect to receive the travel pay in lieu of the transportation.

Districts 2, 3 & 4

0-45 mi. free zone
>45-85 mi. \$70.00/day
>85 mi. \$100.00/day

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MILLWRIGHTS

	Wage	Benefit
District 1	\$42.43	\$14.52
District 2	\$42.43	\$14.52
District 3	\$42.43	\$14.52
District 4	\$42.43	\$14.52

Zone Pay:

All Districts

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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PAINTERS: INCLUDING PAPERHANGERS

	Wage	Benefit
District 1	\$24.20	\$7.61
District 2	\$23.10	\$7.61
District 3	\$22.59	\$8.31
District 4	\$22.56	\$7.37

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Travel and Per Diem:

All Districts

No travel or per diem established.

PILE BUCKS

	Wage	Benefit
District 1	\$33.50	\$14.07
District 2	\$33.50	\$14.07
District 3	\$33.50	\$14.07
District 4	\$33.50	\$14.07

Duties Include:

Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed and direction of swing. Cut piles to grade.

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Zone Pay:

All Districts

0-30 mi. free zone

>30-60 mi. base pay + \$4.00/hr.

>60 mi. base pay + \$6.00/hr.

PILOT CAR DRIVERS

No Rate Established

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Zone Pay:

All Districts

No zone pay established.

PLASTERERS

No Rate Established

Duties Include:

All materials beyond the substrate, such as a moisture barrier, any type of drainage installation between the moisture barrier and insulation or EPS board, the attachment of the EPS board, installation of fiberglass mesh embedded in the base coat, any water-resistant coat that is applied on top of the insulation to serve as a weather barrier, and the application of the finish coat.

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Travel and Per Diem:

All Districts

No travel or per diem established.

PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

	Wage	Benefit
District 1	\$36.13	\$16.01
District 2	\$37.90	\$16.45
District 3	\$37.90	\$16.45
District 4	\$35.21	\$20.21

Duties Include:

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

Travel:

District 1

0-30 mi. free zone
>30-50 mi. \$35.00/day
>50-75 mi. \$45.00/day
>75 mi. \$100.00/day

Special Provision

If transportation is not provided, mileage at \$0.35/mi. for one trip out and one trip back is added to the amounts above. However, if the employee is traveling more than 75 miles/day, only subsistence at the rate of \$85.00/day is required.

Districts 2 & 3

0-45 mi. free zone
>45 mi.

- \$0.00/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Special Provision:

At the contractors' option, mileage for one trip out and one trip back per week may be paid plus subsistence at the rate of \$135.00/day.

District 4

0-70 free zone
>70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$110.00/day.

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ROOFERS

	Wage	Benefit
District 1	\$28.22	\$13.01
District 2	\$23.01	\$10.41
District 3	\$23.01	\$10.41
District 4	\$23.00	\$ 9.16

Duties Include:

Metal roofing, covers roofs, walls and foundations with water proofing, insulation and vapor barriers in addition to metal flashings. Roofing includes shingles, low slope membranes, metal roofs, insulation, spray foam, coatings and vapor barriers. Wall coverings include metal panels, insulated metal panels and other waterproofing or rain screen systems. Foundation systems include waterproofing and insulation. Excludes prefabricated metal buildings.

Travel:

District 1

0-50 mi. free zone
>50 mi. \$0.35/mi.

District 2 and 3

0-35 mi. free zone
>35 mi. \$0.35/mi only when employer doesn't provide transportation in excess of the free zone.

District 4

0-50 mi. free zone
>50 mi. \$0.35/mi only when employer doesn't provide transportation.

Per Diem:

District 1

\$74.00/day

District 2 and 3

Employer pays for room + \$26.50/day.

District 4

Employer pays for room + \$26.50/day.
or
\$66.00/day.

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SHEET METAL WORKERS

	Wage	Benefit
District 1	\$33.00	\$20.73
District 2	\$33.00	\$20.73
District 3	\$33.00	\$20.73
District 4	\$33.00	\$20.73

Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work. Manufacture, fabrication, assembling, installation, dismantling, and alteration of all HVAC systems, air conveyer systems, and exhaust systems. All lagging over insulation and all duct lining.

Travel:

All Districts

0-50 mi. free zone
>50 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Per Diem:

All Districts

\$85/day

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SOLAR PHOTOVOLTAIC INSTALLERS

	Wage	Benefit
District 1	\$33.22	\$15.91
District 2	\$33.25	\$16.93
District 3	\$33.25	\$15.67
District 4	\$33.25	\$15.67

Travel:

District 1

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-15 mi. free zone
- >15-45 mi. \$0.625/mi. in excess of the free zone
- >45 mi. \$75.00/day

Districts 2, 3, and 4

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$71.57/day

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SPRINKLER FITTERS

	Wage	Benefit
District 1	\$38.66	\$24.29
District 2	\$37.96	\$24.29
District 3	\$38.66	\$24.29
District 4	\$35.66	\$24.29

Duties Include:

Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

Travel

All Districts

The following travel allowance is applicable when traveling in employee's vehicle.

- 0-60 mi. free zone
- >60-80 mi. \$21.00/day
- >80-100 mi. \$31.00/day
- >100 mi. \$115.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle.

Per Diem

No per diem is applicable when traveling in employer's vehicle

The following per diem is applicable when traveling in employee's vehicle.

- 0-100 mi. free zone
- >100 mi. \$105.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back.
- >100 mi. \$115.00/day

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TAPERS

No Rate Established

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Travel and Per Diem:

All Districts

No travel or per diem established.

TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	\$25.84	\$ 3.14
District 2	\$24.60	\$11.00
District 3	\$24.60	\$11.08
District 4	\$21.25	\$11.08

Duties Include:

Install voice; sound; vision and data systems. This occupation includes burglar alarms, fire alarms, fiber optic systems, and video systems for security or entertainment

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Travel:

All Districts

The federal mileage rate/mi. in effect when travel occurs if using own vehicle.

Per Diem:

All Districts

\$75.00/day.

TERRAZZO WORKERS AND FINISHERS

No Rate Established

Duties Include:

Finish work on hard tile, marble, and wood tile to floors, ceilings, and roof decks

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Travel and Per Diem:

All Districts

No travel or per diem established.

TILE AND STONE SETTERS

No Rate Established

Duties Include:

Apply hard tile, stone, and comparable materials to walls, floors, ceilings, countertops, and roof decks.

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Travel and Per Diem:

All Districts

No travel or per diem established.

TRUCK DRIVERS

	Wage	Benefit
District 1	\$22.67	\$5.82
District 2	\$23.80	\$6.13
District 3	\$23.80	\$6.13
District 4	\$23.80	\$6.13

Truck drivers include but are not limited to:

Combination Truck & Concrete Mixer; Distributor Driver; Dry Batch Trucks; Dump Trucks & Similar Equipment; Flat Trucks; Lowboys, Four-Wheel Trailers, Float Semitrailer; Powder Truck Driver (Bulk Unloader Type); Servicemen; Service Truck Drivers, Fuel Truck Drivers, Tiremen; Trucks with Power Equipment; Truck Mechanic; Water Tank Drivers, Petroleum Product Drivers.

Zone Pay:
All Districts
No zone pay established.

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DOCUMENT 000107 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Architect:

1. Jeff Rupp
2. 2865
3. Responsible for Divisions 01-33 Sections except where indicated as prepared by other design professionals of record.

B. Plumbing Engineer:

1. Roger Wheat
2. 19996
3. Responsible for Division 22.

C. Electrical Engineer:

1. Jeff Haidle
2. 11561
3. Responsible for Divisions 26.

END OF DOCUMENT 000107

DOCUMENT 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Yellowstone County Courthouse Fourth Floor Remodel, dated August 9, 2018, as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

SHEET INDEX

GENERAL

G001 COVER

STRUCTURAL

S001 STRUCTURAL GENERAL NOTES

S002 STRUCTURAL SCHEDULES

S101 STRUCTURAL PLAN AND DETAILS

ARCHITECTURAL

A100 DEMO PLANS

A101 NEW PLANS

A102 ELEVATIONS

A103 SECTIONS

A104 WALL SECTIONS AND DETAILS

A105 ADD ALTERANTE #2

A106 ADD ALTERNATE #2

PLUMBING

P100 ARENA LEVEL PLUMBING PLANS

P200 CONCOURSE LEVEL PLUMBING PLANS

ELECTRICAL

E001 LEGENDS, SCHEDULES AND PANELS

E200 LIGHTING PLANS

E300 POWER PLANS

E400 SPECIAL SYSTEMS PLANS

YELLOWSTONE COUNTY
METRAPARK WEST CONCESSIONS REMODEL
BILLINGS, MONTANA

YC23_METRA_CONC2

END OF DOCUMENT 000115

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Coordination with occupants.
 - 5. Work restrictions.
 - 6. Specification and drawing conventions.

1.3 PROJECT INFORMATION

- A. Project Identification: METRA Arena New West Side Concessions.
 - 1. Project Location: 308 6th Avenue North, Billings, Montana.
- B. Owner: Yellowstone County; Billings, Montana.
 - 1. Owner's Representative: James Matteson
- C. Project Architect: Cushing Terrell; 13 N. 23rd Street; Billings, Montana 59101, Project Manager: Bob La Perle.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. Demolition.
 - a. Demolition: Selective demolition of existing window wall and a new masonry wall opening. (See Demolition Plans included in the package).
 - 2. The new construction will match the Floor Plan, included in this package.

- a. The new concessions space inside of the concourse level on the west side area with new support structure, finishes, cabinets and doors, plumbing and electrical.
- b. The new concessions space inside of the Meeting rooms on the west side of the arena level area with new support structure, finishes, cabinets and doors, plumbing and electrical.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Walkways and Entrances: Keep loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing buildings. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 1. Review and coordinate with the METRA staff as needed to address scheduled events.
 2. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 3. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with

completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Owner not less than two days in advance of proposed utility interruptions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 1. Notify Owner not less than two days in advance of proposed disruptive operations.
- D. Nonsmoking Building: Smoking is not permitted on site.
- E. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for background screening of Contractor personnel working on Project site.
 1. Maintain list of approved screened personnel with Owner's representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications.
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Add Alternate No. 1 Solid Surface Countertops

1. Base Bid: P-Lam as indicated on Drawing A101 Plan 1 note 15, Plan 2 note 11 and as specified in Section 06 4116 Plastic Laminate Clad Architectural Cabinets.
2. Add Alternate: Solid Surface as indicated on Drawing A101 Plan 1 note 16, Plan 2 note 12 provide LG Hi Macs solid surface, color selection from the Classic or Aster color collections. Or approved equal solid surface.

B. Add Alternate No. 2 Larger Exterior Concessions Counter

1. Add Alternate: Concourse Level Concessions exterior counter is larger and the exterior storefront wall assembly is removed to facilitate this larger counter and opening. as indicated on Sheets A105 and A106 and Structural plan 2A/S101. The Add Alternate deals with the removal of the existing storefront, infill with new CMU block wall. Larger exterior stainless steel counter and OH sectional glass door.

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
- C. Prior Approvals: Request for substitution of specified products shall occur prior to bidding. Substitution for cause will be considered after bidding in accordance with this Section.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 7. Proposal Request Form: Use form acceptable to Architect.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.7 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Architect may issue a Work Change Directive on EJCDC Document C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but in no case later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual Table of Contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total one hundred percent (100%).
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent (5%) of the Contract Sum.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions have been made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit two (2) signed and notarized original copies of each Application for Payment to Architect. One copy shall be complete, including waivers of lien and similar attachments.

- G. Waivers of Mechanics Lien: With each Application for Payment, submit one complete set of waivers of mechanics lien from every entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the payment.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.
 - a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of Work covered by the application who could lawfully be entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner. Sample forms are included in this Project Manual.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Submittal schedule (preliminary if not final).
 5. Copies of building permits.
 6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 7. Initial progress report.
 8. Report of preconstruction conference.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.
 11. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."

6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

- a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
- b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
- c. Indicate functional and spatial relationships of components of architectural, structural, mechanical, and electrical systems.
- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- e. Indicate required installation sequences.
- f. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Mechanical and Plumbing Work.
2. Electrical Work.
3. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
4. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Division 01 Section "Submittal Procedures."

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.

7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven (7) working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) days of receipt of the RFI response.
- D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.

- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) days if Contractor disagrees with response.
 - 1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three (3) days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference at a time convenient to Owner and Architect, but no later than fifteen (15) days after execution of the Agreement and prior to commencement of construction activities.
 - 1. Conduct the conference to review responsibilities and personnel assignments.
 - 2. Attendees: Authorized representatives of Owner, Architect, the Contractor and its superintendent; major subcontractors; manufacturers, suppliers; and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Lines of communications.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of record documents.
 - l. Use of the premises and existing building.
 - m. Work restrictions.
 - n. Working hours.
 - o. Owner's occupancy requirements.

- p. Responsibility for temporary facilities and controls.
 - q. Procedures for moisture and mold control.
 - r. Procedures for disruptions and shutdowns.
 - s. Construction waste management and recycling.
 - t. Parking availability.
 - u. Office, work, and storage areas.
 - v. Equipment deliveries and priorities.
 - w. First aid.
 - x. Security.
 - y. Progress cleaning.
4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference.
 - b. Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect.
 - c. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than ninety (90) days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.

- d. Requirements for preparing operations and maintenance data.
 - e. Preparation of Contractor's punch list.
 - f. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - g. Submittal procedures.
 - h. Responsibility for removing temporary facilities and controls.
4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at intervals established at the pre-construction conference.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.

- 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Material location reports.
- B. Related Requirements:
 - 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Electronic, PDF copy.

- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Daily Construction Reports: Submit at monthly intervals.
- E. Material Location Reports: Submit at monthly intervals.

1.5 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - 3. Discuss constraints, including work stages.
 - 4. Review submittal requirements and procedures.
 - 5. Review time required for review of submittals and resubmittals.
 - 6. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 7. Review time required for Project closeout.
 - 8. Review and finalize list of construction activities to be included in schedule.
 - 9. Review procedures for updating schedule.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than sixty (60) days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 5. Punch List and Final Completion: Include not more than thirty (30) days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
 1. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.

2.2 CONTRACTOR CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within seven (7) days of date established for commencement of the Work.
 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."

2. Within each time bar indicate estimated completion percentage in ten percent (10%) increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 4. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.
 5. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- B. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.

2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first sixty (60) days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled date of fabrication.
 - h. Scheduled dates for purchasing.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow seven (7) days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will promptly advise Contractor when a submittal being processed must be delayed for coordination.
 2. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- C. Submittal Preparation: Place a permanent label or title block on each submittal item for identification. Indicate name of firm or entity that prepared each submittal on label or title block.
- D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

- E. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- F. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, and installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- G. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Action Submittals: Submit e-files, PDF copies of each submittal unless otherwise indicated. .
 - 2. Informational Submittals: Submit e-files, PDF copies of each submittal unless otherwise indicated. Architect will not return copies.
 - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves.
 - 1. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 - a. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

- 1) Manufacturer's printed recommendations.
 - 2) Compliance with recognized trade association standards.
 - 3) Compliance with recognized testing agency standards.
 - 4) Application of testing agency labels and seals.
 - 5) Notation of dimensions verified by field measurement.
 - 6) Notation of coordination requirements.
- b. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- c. Final Submittals: Submit the following number of copies:
- 1) E-files, PDF copy for all participants
 - 2) In addition include the number required by the Contractor and/or sub-contractor(s) and/or material supplier(s).
- d. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
- 1) Do not proceed with fabrication or installation until an applicable copy of Shop Drawings Product Data is in the installer's possession.
 - 2) Do not permit use of unmarked copies of Submittals in connection with construction.
 - 3) Do not use Shop Drawings or Product Data without an appropriate final stamp indicating action taken in connection with construction.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
 2. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
 - a. Dimensions.
 - b. Identification of products and materials included.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2-inch x 11 inch but no larger than 36 inches x 48 inches.
 - g. Final Submittal: Submit blue- or black-line prints; submit additional prints where required for maintenance manuals.
 - h. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 - a. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect's Sample. Include the following:
 - 1) Generic description of the Sample.
 - 2) Sample source.
 - 3) Product name or name of manufacturer.
 - 4) Compliance with recognized standards.
 - 5) Availability and delivery time.
 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
 3. Preliminary submittals: Where Samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
 - a. Preliminary submittals will be reviewed and returned with the Architect's mark indicating selection and other action.
 4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit three (3) sets; one will be returned marked with the action taken.
 5. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
- E. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- J. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- Q. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.

- S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- U. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- V. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three (3) paper copies of certificate, signed, and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."

- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Except for submittals for record, information, or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Architect will stamp each submittal with a uniform, self- explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 - 1. Final Unrestricted Release: Where submittals are marked "Approved," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - 2. Final-But-Restricted Release: When submittals are marked "Approved as Noted," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - 3. Returned for Resubmittal: When submittal is marked "Not Approved, Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Not Approved, Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
 - 4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required."

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate those actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified

installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- B. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 - 3. Owner-performed tests and inspections indicated in the Contract Documents.
- C. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- D. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.

6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representatives making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
- 1.8 QUALITY ASSURANCE
- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. **Specialists:** Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. **Testing Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. **Manufacturer's Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:

- a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect three days in advance of dates and times when mockups will be constructed.
 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 7. Demolish and remove mockups when directed unless otherwise indicated.
- L. Integrated Exterior Mockups: Construct integrated exterior mockup as indicated on Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.
- 1.9 QUALITY CONTROL
- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.

- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.

6. Do not perform any duties of Contractor.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.10 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. AABC - Associated Air Balance Council; www.aabc.com.
 - 2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
 - 3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
 - 4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
 - 5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
 - 6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
 - 7. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
 - 8. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
 - 9. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 - 10. AF&PA - American Forest & Paper Association; www.afandpa.org.
 - 11. AGA - American Gas Association; www.aga.org.
 - 12. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
 - 13. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
 - 14. AI - Asphalt Institute; www.asphaltinstitute.org.
 - 15. AIA - American Institute of Architects (The); www.aia.org.
 - 16. AISC - American Institute of Steel Construction; www.aisc.org.
 - 17. AISI - American Iron and Steel Institute; www.steel.org.
 - 18. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
 - 19. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
 - 20. ANSI - American National Standards Institute; www.ansi.org.
 - 21. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
 - 22. APA - APA - The Engineered Wood Association; www.apawood.org.
 - 23. APA - Architectural Precast Association; www.archprecast.org.
 - 24. API - American Petroleum Institute; www.api.org.
 - 25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
 - 26. ARI - American Refrigeration Institute; (See AHRI).
 - 27. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
 - 28. ASCE - American Society of Civil Engineers; www.asce.org.
 - 29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).

30. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
31. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
32. ASSE - American Society of Safety Engineers (The); www.asse.org.
33. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
34. ASTM - ASTM International; (American Society for Testing and Materials International); www.astm.org.
35. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
36. AWEA - American Wind Energy Association; www.awea.org.
37. AWI - Architectural Woodwork Institute; www.awinet.org.
38. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
39. AWPA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); www.awpa.com.
40. AWS - American Welding Society; www.aws.org.
41. AWWA - American Water Works Association; www.awwa.org.
42. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
43. BIA - Brick Industry Association (The); www.gobrick.com.
44. BICSI - BICSI, Inc.; www.bicsi.org.
45. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.com.
46. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
47. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bwfbadminton.org.
48. CDA - Copper Development Association; www.copper.org.
49. CEA - Canadian Electricity Association; www.electricity.ca.
50. CEA - Consumer Electronics Association; www.ce.org.
51. CFFA - Chemical Fabrics & Film Association, Inc.; www.chemicalfabricsandfilm.com.
52. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
53. CGA - Compressed Gas Association; www.cganet.com.
54. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
55. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
56. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
57. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
58. CPA - Composite Panel Association; www.pbmdf.com.
59. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
60. CRRC - Cool Roof Rating Council; www.coolroofs.org.
61. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
62. CSA - Canadian Standards Association; www.csa.ca.
63. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
64. CSI - Construction Specifications Institute (The); www.csinet.org.
65. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
66. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
67. CWC - Composite Wood Council; (See CPA).
68. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
69. DHI - Door and Hardware Institute; www.dhi.org.
70. ECA - Electronic Components Association; (See ECIA).
71. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).

72. ECIA - Electronic Components Industry Association; www.eciaonline.org
73. EIA - Electronic Industries Alliance; (See TIA).
74. EIMA - EIFS Industry Members Association; www.eima.com.
75. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
76. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
77. ESTA - Entertainment Services and Technology Association; (See PLASA).
78. EVO - Efficiency Valuation Organization; www.evo-world.org.
79. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
80. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
81. FM Approvals - FM Approvals LLC; www.fmglobal.com.
82. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
83. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridarooft.com.
84. FSA - Fluid Sealing Association; www.fluidsealing.com.
85. FSC - Forest Stewardship Council U.S.; www.fscus.org.
86. GA - Gypsum Association; www.gypsum.org.
87. GANA - Glass Association of North America; www.glasswebsite.com.
88. GS - Green Seal; www.greenseal.org.
89. HI - Hydraulic Institute; www.pumps.org.
90. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
91. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
92. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
93. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
94. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
95. IAS - International Accreditation Service; www.iasonline.org.
96. IAS - International Approval Services; (See CSA).
97. ICBO - International Conference of Building Officials; (See ICC).
98. ICC - International Code Council; www.iccsafe.org.
99. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
100. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
101. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
102. IEC - International Electrotechnical Commission; www.iec.ch.
103. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
104. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
105. IESNA - Illuminating Engineering Society of North America; (See IES).
106. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
107. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
108. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
109. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
110. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
111. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
112. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
113. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.

114. ISO - International Organization for Standardization; www.iso.org.
115. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
116. ITU - International Telecommunication Union; www.itu.int/home.
117. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
118. LMA - Laminating Materials Association; (See CPA).
119. LPI - Lightning Protection Institute; www.lightning.org.
120. MBMA - Metal Building Manufacturers Association; www.mbma.com.
121. MCA - Metal Construction Association; www.metalconstruction.org.
122. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
123. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
124. MHIA - Material Handling Industry of America; www.mhia.org.
125. MIA - Marble Institute of America; www.marble-institute.com.
126. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); www.wmmpa.com.
127. MPI - Master Painters Institute; www.paintinfo.com.
128. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
129. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
130. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
131. NADCA - National Air Duct Cleaners Association; www.nadca.com.
132. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
133. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
134. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
135. NCMA - National Concrete Masonry Association; www.ncma.org.
136. NEBB - National Environmental Balancing Bureau; www.nebb.org.
137. NECA - National Electrical Contractors Association; www.necanet.org.
138. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
139. NEMA - National Electrical Manufacturers Association; www.nema.org.
140. NETA - InterNational Electrical Testing Association; www.netaworld.org.
141. NFHS - National Federation of State High School Associations; www.nfhs.org.
142. NFPA - NFPA; (National Fire Protection Association); www.nfpa.org.
143. NFPA - NFPA International; (See NFPA).
144. NFRC - National Fenestration Rating Council; www.nfrc.org.
145. NHLA - National Hardwood Lumber Association; www.nhla.com.
146. NLGA - National Lumber Grades Authority; www.nlga.org.
147. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
148. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
149. NRCA - National Roofing Contractors Association; www.nrca.net.
150. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
151. NSF - NSF International; (National Sanitation Foundation International); www.nsf.org.
152. NSPE - National Society of Professional Engineers; www.nspe.org.
153. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
154. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
155. NWFA - National Wood Flooring Association; www.nwfa.org.
156. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
157. PDI - Plumbing & Drainage Institute; www.pdionline.org.
158. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.

159. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
160. RFCI - Resilient Floor Covering Institute; www.rfci.com.
161. RIS - Redwood Inspection Service; www.redwoodinspection.com.
162. SAE - SAE International; (Society of Automotive Engineers); www.sae.org.
163. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
164. SDI - Steel Deck Institute; www.sdi.org.
165. SDI - Steel Door Institute; www.steeldoor.org.
166. SEFA - Scientific Equipment and Furniture Association; www.sefalabs.com.
167. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
168. SIA - Security Industry Association; www.siaonline.org.
169. SJI - Steel Joist Institute; www.steeljoist.org.
170. SMA - Screen Manufacturers Association; www.smainfo.org.
171. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
172. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
173. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
174. SPIB - Southern Pine Inspection Bureau; www.spib.org.
175. SPRI - Single Ply Roofing Industry; www.spri.org.
176. SRCC - Solar Rating and Certification Corporation; www.solar-rating.org.
177. SSINA - Specialty Steel Industry of North America; www.ssina.com.
178. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
179. STI - Steel Tank Institute; www.steeltank.com.
180. SWI - Steel Window Institute; www.steelwindows.com.
181. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
182. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
183. TCNA - Tile Council of North America, Inc.; (Formerly: Tile Council of America); www.tileusa.com.
184. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
185. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
186. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
187. TMS - The Masonry Society; www.masonrysociety.org.
188. TPI - Truss Plate Institute; www.tpinst.org.
189. TPI - Turfgrass Producers International; www.turfgrasssod.org.
190. TRI - Tile Roofing Institute; (Formerly: National Tile Roofing Manufacturing Association); www.tilerroofing.org.
191. UBC - Uniform Building Code; (See ICC).
192. UL - Underwriters Laboratories Inc.; www.ul.com.
193. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
194. USAV - USA Volleyball; www.usavolleyball.org.
195. USGBC - U.S. Green Building Council; www.usgbc.org.
196. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
197. WASTEC - Waste Equipment Technology Association; www.wastec.org.
198. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
199. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
200. WDMA - Window & Door Manufacturers Association; www.wdma.com.

201. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); www.wicnet.org.
202. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
203. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
204. WPA - Western Wood Products Association; www.wvpa.org.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
2. ICC - International Code Council; www.iccsafe.org.
3. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

C. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

D. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic Appliance and Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).

4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas Forest Service; Forest Resource Development and Sustainable Forestry; <http://txforestservation.tamu.edu>.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for requests for substitutions.
 - 2. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Prior Approved: Products and manufacturers not specifically named must be approved by the Architect prior to bidding.
4. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
5. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
6. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product prior to bidding when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.
 - 2. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building. (See Demo Package)

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and

- patch structural elements in a manner that could change their load-carrying capacity or increase deflection
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Mechanical systems piping and ducts.
 - e. Control systems.
 - f. Communication systems.
 - g. Fire-detection and -alarm systems.
 - h. Electrical wiring systems.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Equipment supports.
 - d. Piping, ductwork, vessels, and equipment.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.

- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping, underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to

other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Owner's Representative.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.

3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties' involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering, and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing, and similar operations following performance of other work. Patch with durable seams that are as invisible as

practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate, and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for progress cleaning of Project site.
 - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 4. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of five days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
5. Submit test/adjust/balance records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.

5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of seven days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment.
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Contractor.
 - d. Page number.
 4. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.

- l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
- p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- q. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Product maintenance manuals.
 - 4. Systems and equipment maintenance manuals.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 21 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
 1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents.

2.2 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Include the following information:
1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Architect.
 7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 8. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name, and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name, and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

- C. **Manufacturers' Maintenance Documentation:** Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.

- D. **Maintenance Procedures:** Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.

- E. **Maintenance and Service Schedules:** Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. **Scheduled Maintenance and Service:** Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. **Maintenance and Service Record:** Include manufacturers' forms for recording maintenance.

- F. **Spare Parts List and Source Information:** Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

- G. **Maintenance Service Contracts:** Include copies of maintenance agreements with name and telephone number of service agent.

- H. **Warranties and Bonds:** Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. **Operation and Maintenance Documentation Directory:** Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."
- F. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up record prints.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- E. Reports: Submit written report monthly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 - 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file or color scanned PDF electronic file(s) of marked-up paper copy of Product Data.
 - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file or color scanned PDF electronic file(s) of marked-up miscellaneous record submittals.
 - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
- B. Qualification Data: For instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training: Submit two copies within seven days of end of each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of videographer.
 - c. Name of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Date of video recording.

2. At completion of training, submit complete training manual(s) for Owner's use prepared in same paper and PDF file format required for operation and maintenance manuals specified in Section 017823 "Operation and Maintenance Data."

1.5 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- B. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
 1. Inspect and discuss locations and other facilities required for instruction.
 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 3. Review required content of instruction.
 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

1.7 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.

- b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Systems and equipment operation manuals.
 - c. Systems and equipment maintenance manuals.
 - d. Product maintenance manuals.
 - e. Project Record Documents.
 - f. Identification systems.
 - g. Warranties and bonds.
 - h. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning.
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

1.8 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

1.9 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 1. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 1. Schedule training with Owner with at least seven days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

- D. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 017900

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Demolition and removal of selected portions of building or structure.
- 2. Salvage of existing items to be reused or recycled.

- B. Related Requirements:

- 1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
- 2. Section 017300 "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

- 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.

- 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, which might be misconstrued as damage caused by demolition operations.
- C. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.

B. Notify warrantor on completion of selective demolition and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.10 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
 - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
 - 2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 5. Maintain fire watch during and for at least 4 hours after flame-cutting operations.
 - 6. Maintain adequate ventilation when using cutting torches.
 - 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 - 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 10. Dispose of demolished items and materials promptly.

- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
 - 1. Clean salvaged items.
 - 2. Store items in a secure area until delivery to Owner.
 - 3. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for intended reuse.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 - 3. Protect items from damage during transport and storage.
 - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 042200 - CONCRETE UNIT MASONRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Pre-faced concrete masonry units.
 - 2. Mortar and grout.
 - 3. Steel reinforcing bars.
 - 4. Masonry-joint reinforcement.
 - 5. Miscellaneous masonry accessories.
- B. Products Installed but not Furnished under This Section:
 - 1. NONE

1.3 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.6 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type and size of the following:
 - 1. Cementitious materials. Include name of manufacturer, brand name, and type.
 - 2. Mortar admixtures.

3. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
 4. Grout mixes. Include description of type and proportions of ingredients.
 5. Reinforcing bars.
 6. Joint reinforcement.
 7. Anchors, ties, and metal accessories.
- B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C109/C109M for compressive strength, ASTM C1506 for water retention, and ASTM C91/C91M for air content.
 2. Include test reports, according to ASTM C1019, for grout mixes required to comply with compressive strength requirement.
- C. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to TMS 602/ACI 530.1/ASCE 6.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained, and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.8 FIELD CONDITIONS

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
 1. Extend cover a minimum of 24 inches down both sides of walls, and hold cover securely in place.

- B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.
- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
 - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
 - 2. Protect sills, ledges, and projections from mortar droppings.
 - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
 - 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.
- B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

2.2 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6 except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.

2.3 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
 - 1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
 - 2. Provide square-edged units for outside corners unless otherwise indicated.

- B. CMUs: Lightweight hollow concrete units complying with ASTM C90, with manufacturer's standard smooth resinous facing complying with ASTM C744.
 - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength as indicated.
 - 2. Size: Manufactured to dimensions specified in 'CMUs' Paragraph but with pre-faced surfaces having 1/16-inch- wide returns of facing to create 1/4-inch- wide mortar joints with modular coursing.

2.4 CONCRETE LINTELS

- A. Concrete Lintels: ASTM C1623, matching CMUs in color, texture, and density classification; and with reinforcing bars indicated. Provide lintels with net-area compressive strength not less than that of CMUs.

2.5 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
 - 1. Alkali content shall not be more than 0.1 percent when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of Portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C91/C91M.
- E. Mortar Cement: ASTM C1329/C1329M.
- F. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C979/C979M. Use only pigments with a record of satisfactory performance in masonry mortar.
- G. Aggregate for Mortar: ASTM C144.
 - 1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
 - 2. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
 - 3. White-Mortar Aggregates: Natural white sand or crushed white stone.
 - 4. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- H. Aggregate for Grout: ASTM C404.

- I. Epoxy Pointing Mortar: ASTM C395, epoxy-resin-based material formulated for use as pointing mortar for glazed or pre-faced masonry units (and approved for such use by manufacturer of units); in color indicated or, if not otherwise indicated, as selected by Architect from manufacturer's colors.

2.6 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A615/A615M or ASTM A996/A996M, Grade 60.
- B. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and to hold reinforcing bars in center of cells. Units are formed from 0.148-inch steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.
- C. Masonry-Joint Reinforcement, General: Ladder type complying with ASTM A951/A951M.
 1. Exterior Walls: Hot-dip galvanized carbon steel.
 2. Wire Size for Side Rods: 0.148-inch diameter.
 3. Wire Size for Cross Rods: 0.148-inch diameter.
 4. Spacing of Cross Rods: Not more than 16 inches o.c.
 5. Provide in lengths of not less than 10 feet.

2.7 TIES AND ANCHORS

- A. General: Ties and anchors shall extend at least 1-1/2 inches into masonry but with at least a 5/8-inch cover on outside face.
- B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
 1. Mill-Galvanized, Carbon-Steel Wire: ASTM A82/A82M, with ASTM A641/A641M, Class 1 coating.
 2. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A82/A82M, with ASTM A153/A153M, Class B-2 coating.
 3. Galvanized-Steel Sheet: ASTM A653/A653M, Commercial Steel, G60 zinc coating.
 4. Steel Sheet, Galvanized after Fabrication: ASTM A1008/A1008M, Commercial Steel, with ASTM A153/A153M, Class B coating.
- C. Partition Top Anchors: 0.105-inch- thick metal plate with a 3/8-inch- diameter metal rod 6 inches long welded to plate and with closed-end plastic tube fitted over rod that allows rod to move in and out of tube. Fabricate from steel, hot dip galvanized after fabrication.
- D. Rigid Anchors: Fabricate from steel bars 1-1/2 inches wide by 1/4 inch thick by 24 inches long, with ends turned up 2 inches or with cross pins unless otherwise indicated.

2.8 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D1056, Grade 2A1; compressible up to 35 percent; formulated from neoprene urethane or PVC.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D2000, Designation M2AA-805 or PVC, complying with ASTM D2287, Type PVC-65406 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D226/D226M, Type I (No. 15 asphalt felt).

2.9 MASONRY-CELL FILL

- A. Lightweight-Aggregate Fill: ASTM C331/C331M.

2.10 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.
 - 2. Use Portland cement-lime mortar unless otherwise indicated.
 - 3. For reinforced masonry, use Portland cement-lime mortar.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.
 - 1. For reinforced masonry, use Type S.
- D. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement products.
 - 1. Pigments shall not exceed 10 percent of Portland cement by weight.
 - 2. Pigments shall not exceed 5 percent of mortar cement by weight.
 - 3. Mix to match Architect's sample.
 - 4. Application: Use pigmented mortar for exposed mortar joints with the following units:
 - a. Pre-faced CMUs.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
 - 2. Verify that foundations are within tolerances specified.
 - 3. Verify that reinforcing dowels are properly placed.
 - 4. Verify that substrates are free of substances that would impair mortar bond.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match construction immediately adjacent to opening.
- B. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

3.3 TOLERANCES

- A. Dimensions and Locations of Elements:
 - 1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch or minus 1/4 inch.
 - 2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
 - 3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.
- B. Lines and Levels:
 - 1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
 - 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
 - 3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.

4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

3.4 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 4 inches. Bond and interlock each course of each wythe at corners. Do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Stop work by stepping back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.
- E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- F. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- G. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.

- H. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.
- I. Build nonload-bearing interior partitions full height of story to underside of solid floor or roof structure above unless otherwise indicated.
 - 1. Install compressible filler in joint between top of partition and underside of structure above.
 - 2. Fasten partition top anchors to structure above and build into top of partition. Grout cells of CMUs solidly around plastic tubes of anchors and push tubes down into grout to provide 1/2-inch clearance between end of anchor rod and end of tube. Space anchors 48 inches o.c. unless otherwise indicated.
 - 3. Wedge nonload-bearing partitions against structure above with small pieces of tile, slate, or metal. Fill joint with mortar after dead-load deflection of structure above approaches final position.

3.5 MORTAR BEDDING AND JOINTING

- A. Lay hollow CMUs as follows:
 - 1. Bed face shells in mortar and make head joints of depth equal to bed joints.
 - 2. Bed webs in mortar in all courses of piers, columns, and pilasters.
 - 3. Bed webs in mortar in grouted masonry, including starting course on footings.
 - 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
- B. Lay solid CMUs with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Rake out mortar joints at pre-faced CMUs to a uniform depth of 1/4 inch and point with epoxy mortar to comply with epoxy-mortar manufacturer's written instructions.
- D. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- E. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

3.6 MASONRY-CELL FILL

- A. Pour fully grout all CTUs into cavities to fill void spaces. Maintain inspection ports to show presence of fill at extremities of each pour area. Close the ports after filling has been confirmed. Limit the fall of fill to one story high, but not more than 20 feet.

3.7 MASONRY-JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
 - 1. Space reinforcement not more than 16 inches o.c.
 - 2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.
 - 3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.
- D. Provide continuity at corners by using prefabricated L-shaped units.
- E. Cut and bend reinforcing units as directed by manufacturer for continuity at corners, returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

3.8 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

- A. Anchor masonry to concrete, where masonry abuts or faces concrete, to comply with the following:
 - 1. Provide an open space not less than 1 inch wide between masonry and concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.
 - 2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
 - 3. Space anchors as indicated, but not more than 24 inches o.c. vertically and 36 inches o.c. horizontally.
 - 4. Anchor vertical rebar into concrete slab 2 inches.

3.9 CONTROL AND EXPANSION JOINTS

- A. General: Install control- and expansion-joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.
- B. Form control joints in concrete masonry using one of the following methods:
 - 1. Fit bond-breaker strips into hollow contour in ends of CMUs on one side of control joint. Fill resultant core with grout and rake out joints in exposed faces for application of sealant.
 - 2. Install preformed control-joint gaskets designed to fit standard sash block.
 - 3. Install interlocking units designed for control joints. Install bond-breaker strips at joint. Keep head joints free and clear of mortar or rake out joint for application of sealant.
 - 4. Install temporary foam-plastic filler in head joints and remove filler when unit masonry is complete for application of sealant.

3.10 LINTELS

- A. Provide concrete or masonry where openings of more than 24 inches for block-size units are shown without structural steel or other supporting lintels.
- B. Provide minimum bearing of 8 inches at each jamb unless otherwise indicated.

3.11 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
 - 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
 - 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other loads that may be placed on them during construction.
- B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
 - 1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
 - 2. Limit height of vertical grout pours to not more than 12.67 ft.

3.12 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.

2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
5. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.

3.13 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
- B. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
 1. Crush masonry waste to less than 4 inches in each dimension.
 2. Do not dispose of masonry waste as fill within 18 inches of finished grade.
- C. Masonry Waste Recycling: Return broken CMUs not used as fill to manufacturer for recycling.
- D. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042200

SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Steel framing and supports for countertops.
2. Steel tube reinforcement for low partitions.
3. Steel framing and supports for applications where framing and supports are not specified in other Sections.
4. Loose bearing and leveling plates for applications where they are not specified in other Sections.

- B. Related Requirements:

1. Section 042200 "Concrete Unit Masonry" for installing loose lintels, anchor bolts, and other items built into unit masonry.

1.3 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.4 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide Shop Drawings for the following:
 1. Steel framing and supports for countertops.
 2. Steel tube reinforcement for low partitions.

3. Steel framing and supports for applications where framing and supports are not specified in other Sections.
4. Loose steel lintels.

1.5 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A36/A36M.
- C. Rolled-Steel Floor Plate: ASTM A786/A786M, rolled from plate complying with ASTM A36/A36M or ASTM A283/A283M, Grade C or D.
- D. Steel Tubing: ASTM A500/A500M, cold-formed steel tubing.
- E. Steel Pipe: ASTM A53/A53M, Standard Weight (Schedule 40) unless otherwise indicated.
- F. Cast Iron: Either gray iron, ASTM A48/A48M, or malleable iron, ASTM A47/A47M, unless otherwise indicated.

2.2 FASTENERS

- A. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A307, Grade A; with hex nuts, ASTM A563; and, where indicated, flat washers.
- B. Anchor Bolts: ASTM F1554, Grade 36, of dimensions indicated; with nuts, ASTM A563; and, where indicated, flat washers.
- C. Anchors, General: Anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E488/E488M, conducted by a qualified independent testing agency.
- D. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.
 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B633 or ASTM F1941, Class Fe/Zn 5, unless otherwise indicated.

2.3 MISCELLANEOUS MATERIALS

- A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
 - 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- B. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.4 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- I. Provide for anchorage of type indicated, coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

- J. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches, with a minimum 6-inch embedment and 2-inch hook, not less than 8 inches from ends and corners of units and 24 inches o.c., unless otherwise indicated.

2.5 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.
 - 1. Fabricate units from slotted channel framing where indicated.
 - 2. Furnish inserts for units installed after concrete is placed.
- C. Fabricate steel pipe columns for supporting wood frame construction from steel pipe with steel baseplates and top plates as indicated. Drill or punch baseplates and top plates for anchor and connection bolts and weld to pipe with fillet welds all around. Make welds the same size as pipe wall thickness unless otherwise indicated.
 - 1. Unless otherwise indicated, fabricate from Schedule 40 steel pipe.
 - 2. Unless otherwise indicated, provide 1/2-inch baseplates with four 5/8-inch anchor bolts and 1/4-inch top plates.

2.6 LOOSE STEEL LINTELS

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions. Fabricate in single lengths for each opening unless otherwise indicated. Weld adjoining members together to form a single unit where indicated.
- B. Size loose lintels to provide bearing length at each side of openings equal to 1/12 of clear span, but not less than 8 inches unless otherwise indicated.

2.7 FINISHES, GENERAL

- A. Finish metal fabrications after assembly.
- B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

2.8 STEEL AND IRON FINISHES

- A. Galvanizing: Hot dip galvanize items as indicated to comply with ASTM A153/A153M for steel and iron hardware and with ASTM A123/A123M for other steel and iron products.

1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
- B. Preparation for Shop Priming Galvanized Items: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with metallic phosphate process.
- C. Shop prime iron and steel items not indicated to be galvanized unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.
- D. Preparation for Shop Priming: Prepare surfaces to comply with SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
- E. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.
 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

3.3 INSTALLING BEARING AND LEVELING PLATES

- A. Clean concrete and masonry bearing surfaces of bond-reducing materials and roughen to improve bond to surfaces. Clean bottom surface of plates.
- B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with nonshrink grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.4 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
 - 1. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.

END OF SECTION 055000

SECTION 064116 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Plastic-laminate-clad architectural cabinets.
 - 2. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-clad architectural cabinets that are not concealed within other construction.

1.3 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to support loads imposed by installed and fully loaded cabinets.
- B. Hardware Coordination: Distribute copies of approved hardware schedule specified in Section 087100 'Door Hardware' to manufacturer of architectural cabinets; coordinate Shop Drawings and fabrication with hardware requirements.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Show large-scale details.
 - 3. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.

4. Show locations and sizes of cutouts and holes for items installed in plastic-laminate architectural cabinets.
 - C. Samples: For each exposed product and for each color and texture specified, in manufacturers or manufacturers standard size.
 - D. Samples for Initial Selection: For each type of exposed finish.
 - E. Samples for Verification: For the following:
 1. Plastic Laminates: 3 by 3 inches, for each type, color, pattern, and surface finish required.
- 1.6 INFORMATIONAL SUBMITTALS
- A. Qualification Data: For manufacturer and Installer.
- 1.7 QUALITY ASSURANCE
- A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
 - B. Installer Qualifications: Manufacturer of products.
- 1.8 DELIVERY, STORAGE, AND HANDLING
- A. Do not deliver cabinets until painting and similar finish operations that might damage architectural cabinets have been completed in installation areas. Store cabinets in installation areas or in areas where environmental conditions comply with requirements specified in 'Field Conditions' Article.
- 1.9 FIELD CONDITIONS
- A. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed/concealed by construction, and indicate measurements on Shop Drawings.
 - B. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site and coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.
- B. Architectural Woodwork Standards Grade: Custom.
- C. Type of Construction: Frameless.
- D. Door and Drawer-Front Style: No doors or drawers.
- E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by quality standard.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Formica Corporation.
 - b. Lamin-Art, Inc.
 - c. Wilsonart LLC.
- F. Laminate Cladding for Exposed Surfaces:
 - 1. Horizontal Surfaces: Grade HGS.
 - 2. Postformed Surfaces: Grade HGP.
 - 3. Vertical Surfaces: Grade HGS.
 - 4. Edges: Grade HGS.
 - 5. Pattern Direction: Vertically for drawer fronts, doors, and fixed panels.
- G. Materials for Semiexposed Surfaces:
 - 1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, NEMA LD 3, Grade CLS.
 - a. Edges of Plastic-Laminate Shelves: PVC edge banding.
 - b. Edges of Thermoset Decorative Panel Shelves: PVC or polyester edge banding.
 - c. For semiexposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, NEMA LD 3, Grade CLS.
 - 2. Drawer Sides and Backs: No drawers.
 - 3. Drawer Bottoms: No drawers.
- H. Dust Panels: 1/4-inch plywood or tempered hardboard above compartments and drawers unless located directly under tops.

- I. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, NEMA LD 3, Grade BKL.
- J. Drawer Construction: No drawers.
 - 1. Join subfronts, backs, and sides with glued rabbeted joints supplemented by mechanical fasteners or glued dovetail joints.
- K. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. Match existing Concessions.

2.2 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
- B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 - 1. Medium-Density Fiberboard (MDF): ANSI A208.2, Grade 130.
 - 2. Particleboard: ANSI A208.1, Grade M-2.
 - 3. Softwood Plywood: DOC PS 1, medium-density overlay.
 - 4. Thermoset Decorative Panels: Particleboard or MDF finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for Test Methods 3.3, 3.4, 3.6, 3.8, and 3.10.

2.3 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets.
- B. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 135 degrees of opening.
- C. Back-Mounted Pulls: BHMA A156.9, B02011.
- D. Wire Pulls: Back mounted, solid metal, 5 inches long, 2-1/2 inches deep, and 5/16 inch in diameter.
- E. Catches: Roller catches, BHMA A156.9, B03071.
- F. Adjustable Shelf Standards and Supports: BHMA A156.9, B04102; with shelf brackets, B04112.
- G. Shelf Rests: BHMA A156.9, B04013; metal.

- H. Drawer Slides: No drawers.
- I. Door and Drawer Silencers: No doors or drawers.
- J. Grommets for Cable Passage: 2-inch OD, molded-plastic grommets, and matching plastic caps with slot for wire passage.
 - 1. Color: Black.
- K. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.
 - 1. Satin Chromium Plated: BHMA 626 for brass or bronze base; BHMA 652 for steel base.
- L. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

2.4 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Fire-retardant-treated softwood lumber, kiln-dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Adhesive for Bonding Plastic Laminate: Unpigmented contact cement.
 - 1. Adhesive for Bonding Edges: Hot-melt adhesive.

2.5 FABRICATION

- A. Fabricate architectural cabinets to dimensions, profiles, and details indicated.
- B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
 - 1. Notify Architect seven days in advance of the dates and times architectural cabinet fabrication will be complete.
 - 2. Trial fit assemblies at manufacturer's shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.

- C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

3.2 INSTALLATION

- A. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.
- B. Assemble cabinets and complete fabrication at Project site to extent that it was not completed in the shop.
- C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.
- D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch in 96 inches using concealed shims.
 - 1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
 - 2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
 - 3. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches o.c.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects. Where not possible to repair, replace architectural cabinets. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean cabinets on exposed and semiexposed surfaces.

END OF SECTION 064116

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Urethane joint sealants.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.5 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each kind of joint sealant, for tests performed by manufacturer and witnessed by a qualified testing agency.
- B. Sample Warranties: For special warranties.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 URETHANE JOINT SEALANTS

- A. Urethane, S, NS, 25, NT: Single-component, nonsag, nontraffic-use, plus 25 percent and minus 25 percent movement capability, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.
1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. [BASF Corporation.](#)
 - b. [Bostik, Inc.](#)
 - c. [ER Systems; an ITW Company.](#)
 - d. [Everkem Diversified Products, Inc.](#)
 - e. [Pecora Corporation.](#)
 - f. [Polymeric Systems, Inc.](#)
 - g. [Schnee-Morehead, Inc., an ITW company.](#)

- h. [Sherwin-Williams Company \(The\)](#).
- i. [Sika Corporation; Joint Sealants](#).
- j. [Tremco Incorporated](#).

B. Urethane, S, NS, 25, T, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Uses T and NT.

1. [Manufacturers](#): Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. [BASF Corporation](#).
- b. [LymTal International Inc](#).

2.3 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

1. [Manufacturers](#): Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. [Adfast](#).
- b. [Alcot Plastics Ltd](#).
- c. [BASF Corporation](#).
- d. [Construction Foam Products; a division of Nomaco, Inc](#).

B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealants backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way and formulated to promote optimum adhesion of sealants to joint substrates.

- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean, porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C1193 unless otherwise indicated.
 - 4. Provide flush joint profile according to Figure 8B in ASTM C1193.
 - 5. Provide recessed joint configuration of recess depth according to Figure 8C in ASTM C1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes:
 - 1. Interior standard steel doors and frames.
 - 2. Interior custom hollow-metal doors and frames.

1.3 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.4 COORDINATION

- A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.
- B. Coordinate requirements for installation of door hardware, electrified door hardware, and access control and security systems.

1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, and finishes.
- B. Shop Drawings: Include the following:

1. Elevations of each door type.
2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
4. Locations of reinforcement and preparations for hardware.
5. Details of each different wall opening condition.
6. Details of electrical raceway and preparation for electrified hardware, access control systems, and security systems.
7. Details of anchorages, joints, field splices, and connections.
8. Details of accessories.
9. Details of moldings, removable stops, and glazing.

- C. Product Schedule: For hollow-metal doors and frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For door inspector.

1. Fire-Rated Door Inspector: Submit documentation of compliance with NFPA 80, section 5.2.3.1.

- B. Product Test Reports: For each type of fire-rated hollow-metal door and frame assembly, fire-rated borrowed-lite assembly for tests performed by a qualified testing agency indicating compliance with performance requirements.

- C. Field quality control reports.

1.8 CLOSEOUT SUBMITTALS

- A. Record Documents: For fire-rated doors, list of door numbers and applicable room name and number to which door accesses.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow-metal doors and frames palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.

1. Provide additional protection to prevent damage to factory-finished units.

- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

- C. Store hollow-metal doors and frames vertically under cover at Project site with head up. Place on minimum 4-inch-high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. Ceco Door; ASSA ABLOY.
 2. Curries Company; ASSA ABLOY.
 3. Custom Metal Products.
 4. Daybar Industries, Ltd.
 5. DCI Hollow Metal.
 6. DKS Steel Door & Frame Systems, Inc.

2.2 INTERIOR STANDARD STEEL DOORS AND FRAMES

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Heavy-Duty Doors and Frames: SDI A250.8, Level 2; SDI A250.4, Level B.
1. Frames:
 - a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch.
 - b. Construction: Face welded.
 2. Exposed Finish: Prime.

2.3 BORROWED LITES

- A. Fabricate of uncoated steel sheet, minimum thickness of 0.053 inch.
- B. Construction: Face welded.
- C. Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as metal as frames.
- D. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.

2.4 FRAME ANCHORS

- A. Jamb Anchors:

1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.
2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches of frame height above 7 feet.
3. Postinstalled Expansion Anchor: Minimum 3/8-inch-diameter bolts with expansion shields or inserts, with manufacturer's standard pipe spacer.

B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.

C. Material: ASTM A879/A879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

1. For anchors built into exterior walls, steel sheet complying with ASTM A1008/A1008M or ASTM A1011/A1011M; hot dip galvanized according to ASTM A153/A153M, Class B.

2.5 MATERIALS

A. Metallic-Coated Steel Sheet: ASTM A653/A653M, Commercial Steel (CS), Type B.

B. Inserts, Bolts, and Fasteners: Hot dip galvanized according to ASTM A153/A153M.

C. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.

D. Mineral-Fiber Insulation: ASTM C665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E136 for combustion characteristics.

2.6 FABRICATION

A. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.

1. Sidelite Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by welding.
2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
3. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
 - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
 - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.

- B. Hardware Preparation: Factory prepare hollow-metal doors and frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
 - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
 - 2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.
- C. Glazed Lites: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with mitered hairline joints.
 - 1. Provide stops and moldings flush with face of door, and with beveled stops unless otherwise indicated.
 - 2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
 - 3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames. Provide loose stops and moldings on inside of hollow-metal doors and frames.
 - 4. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.
 - 5. Provide stops for installation with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches o.c. and not more than 2 inches o.c. from each corner.

2.7 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
 - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces. Touch up factory-applied finishes where spreaders are removed.
- B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.2 INSTALLATION

- A. General: Install hollow-metal doors and frames plumb, rigid, properly aligned, and securely fastened in place. Comply with approved Shop Drawings and with manufacturer's written instructions.
- B. Hollow-Metal Frames: Comply with NAAMM-HMMA 840.
 - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.
 - a. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
 - b. Install frames with removable stops located on secure side of opening.
 - 2. Floor Anchors: Secure with postinstalled expansion anchors.
 - a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
 - 3. Solidly pack mineral-fiber insulation inside frames.
 - 4. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout or mortar.
 - 5. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
 - 6. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:
 - a. Squareness: Plus, or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus, or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus, or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus, or minus 1/16 inch, measured at jambs at floor.
- C. Hollow-Metal Doors: Fit and adjust hollow-metal doors accurately in frames, within clearances specified below.
 - 1. Non-Fire-Rated Steel Doors: Comply with NAAMM-HMMA 841 and NAAMM-HMMA guide specification indicated.

3.3 FIELD QUALITY CONTROL

- A. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.

- B. Reinspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified requirements.

3.4 CLEANING AND TOUCHUP

- A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

END OF SECTION 081113

SECTION 083313 - COILING COUNTER DOORS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Counter door assemblies.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type and size of coiling counter door and accessory.
1. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.
 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished accessories.

1.3 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For coiling counter doors to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.
1. Maintenance Proximity: Not more than four hours' normal travel time from Installer's place of business to Project site.

PART 2 - PRODUCTS

2.1 COUNTER DOOR ASSEMBLY

- A. Counter Door: Coiling counter door formed with curtain of interlocking metal slats.
1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include but are not limited. Basis of Design is the existing by Wayne Dalton – Rolling Door Division.

- B. Operation Cycles: Door components and operators capable of operating for not less than 50,000. One operation cycle is complete when a door is opened from the closed position to the fully open position and returned to the closed position.
- C. Door Curtain Material: Aluminum.
- D. Door Curtain Slats: Flat profile slats of 1-1/4-inch center-to-center height.
 - 1. Gasket Seal. Manufacturer's standard continuous gaskets between slats.
- E. Bottom Bar: Manufacturer's standard continuous channel or tubular shape, fabricated aluminum extrusion and finished to match door.
- F. Curtain Jamb Guides: Aluminum with exposed finish matching curtain slats. Provide continuous integral wear strips to prevent metal-to-metal contact and to minimize operational noise.
- G. Sill Configuration: No sill.
- H. Locking Devices: Equip door with locking device assembly.
 - 1. Locking Device Assembly: Single-jamb side with cylinder inside (match existing).
- I. Manual Door Operator: Manufacturer's standard crank operator.
 - 1. Provide operator with manufacturer's standard removable operating arm.
- J. Door Finish:
 - 1. Aluminum Finish: Mill.
 - 2. Interior Curtain-Slat Facing: Match finish of exterior curtain-slat face.

2.2 DOOR CURTAIN MATERIALS AND FABRICATION

- A. Door Curtains: Fabricate coiling counter door curtain of interlocking metal slats in a continuous length for width of door without splices. Unless otherwise indicated, provide slats of thickness and mechanical properties recommended by door manufacturer for performance, size, and type of door indicated, and as follows:
 - 1. Aluminum Door Curtain Slats: ASTM B209 sheet or ASTM B221 extrusions, alloy, and temper standard with manufacturer for type of use and finish indicated; thickness of 0.050 inch; and as required.
 - 2. Metal Interior Curtain-Slat Facing: Match metal of exterior curtain-slat face.
- B. Curtain Jamb Guides: Manufacturer's standard channels and angles of same material and finish as curtain slats unless otherwise indicated, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading. Slot bolt holes for guide adjustment. Provide removable stops on guides to prevent overtravel of curtain.

2.3 LOCKING DEVICES

- A. Slide Bolt: Fabricate with side-locking bolts to engage through slots in tracks for locking by key cylinder, located on both left and right jamb sides, operable from coil side.

2.4 COUNTERBALANCE MECHANISM

- A. General: Counterbalance doors by means of manufacturer's standard mechanism with an adjustable-tension, steel helical torsion spring mounted around a steel shaft and contained in a spring barrel connected to top of curtain with barrel rings. Use grease-sealed bearings or self-lubricating graphite bearings for rotating members.
- B. Counterbalance Barrel: Fabricate spring barrel of manufacturer's standard hot-formed, structural-quality, seamless or welded carbon-steel pipe, of sufficient diameter and wall thickness to support rolled-up curtain without distortion of slats and to limit barrel deflection to not more than 0.03 in./ft. of span under full load.
- C. Counterbalance Spring: One or more oil-tempered, heat-treated steel helical torsion springs. Size springs to counterbalance weight of curtain, with uniform adjustment accessible from outside barrel. Secure ends of springs to barrel and shaft with cast-steel barrel plugs.
- D. Torsion Rod for Counterbalance Shaft: Fabricate of manufacturer's standard cold-rolled steel, sized to hold fixed spring ends, and carry torsional load.
- E. Brackets: Manufacturer's standard mounting brackets of either cast iron or cold-rolled steel plate.

2.5 MANUAL DOOR OPERATORS

- A. General: Equip door with manual door operator by door manufacturer.
- B. Crank Operator: Consisting of crank and crank gearbox, steel crank drive shaft, and gear-reduction unit, of type indicated. Size gears to require not more than 25-lbf force to turn crank. Fabricate gearbox to be oiltight and to completely enclose operating mechanism. Provide manufacturer's standard crank-locking device.

2.6 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM/NOMMA 500 for recommendations for applying and designating finishes.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.7 ALUMINUM FINISHES

- A. Mill Finish: Manufacturer's standard.
- B. Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates areas and conditions, with Installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Install coiling counter doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.
- B. Install coiling counter doors, hoods, controls, and operators at the mounting locations indicated for each door.

3.3 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Test manual operation of closed door. Reset door-closing mechanism after successful test.
- B. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.
- C. Reinspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified requirements.

3.4 ADJUSTING

- A. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.
- B. Lubricate bearings and sliding parts as recommended by manufacturer.
- C. Adjust seals to provide tight fit around entire perimeter.

3.5 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service is to include 12 months' full maintenance by skilled employees of coiling-door Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door operation. Parts and supplies are to be manufacturer's authorized replacement parts and supplies.
 1. Perform maintenance, including emergency callback service, during normal working hours.

END OF SECTION 083313

SECTION 083613 - SECTIONAL DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Sectional-door assemblies.
- B. Related Requirements:
 - 1. Section 055000 "Metal Fabrications" for miscellaneous steel supports.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type and size of sectional door and accessory.
 - 1. Include construction details, material descriptions, dimensions of individual components, profile door sections, and finishes.
- B. Shop Drawings: For each installation and for components not dimensioned or detailed in manufacturer's product data.
 - 1. Include plans, elevations, sections, and mounting details.
 - 2. Include details of equipment assemblies. Indicate dimensions, required clearances, method of field assembly, components, and location and size of each field connection.
 - 3. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
 - 4. Include diagrams for power, signal, and control wiring.
- C. Samples: For each exposed product and for each color and texture specified, in manufacturer's standard size.

1.4 INFORMATIONAL SUBMITTALS

- A. Sample Warranties: For manufacturer's warranty and finish warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sectional doors to include in maintenance manuals.
- B. Manufacturer's warranty.
- C. Finish warranty.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.

1.7 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of sectional doors that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including, but not limited to, excessive deflection.
 - b. Failure of components or operators before reaching required number of operation cycles.
 - c. Faulty operation of hardware.
 - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use; rust through.
 - e. Delamination of exterior or interior facing materials.
 - 2. Warranty Period: Five years from date of Substantial Completion.
- B. Finish Warranty: Manufacturer agrees to repair or replace components that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS, GENERAL

- A. Source Limitations: Obtain sectional doors from single source from single manufacturer.
 - 1. Obtain operators and controls from sectional door manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Provide sectional doors that comply with performance requirements specified without failure from defective manufacture, fabrication, installation, or other defects in construction.
- B. Structural Performance, Exterior Doors: Capable of withstanding the design wind loads.
 - 1. Design Wind Load: Uniform pressure (velocity pressure) of 20 lbf/sq. ft., acting inward and outward.
 - 2. Testing: In accordance with ASTM E330/E330M or DASMA 108 for garage doors and complying with DASMA 108 acceptance criteria.
 - 3. Deflection Limits: Design sectional doors to withstand design wind loads without evidencing permanent deformation or disengagement of door components.
 - a. Deflection of door sections in horizontal position (open) shall not exceed 1/120 of door width.
 - b. Deflection of horizontal track assembly shall not exceed 1/240 of door height.
 - 4. Operability under Wind Load: Design sectional doors to remain operable under uniform pressure (velocity pressure) of 20 lbf/sq. ft. wind load, acting inward and outward.
- C. Windborne-Debris Impact Resistance: Provide sectional doors complying with the following requirements:
 - 1. Garage-Door Glazed Openings: Pass DASMA 115.

2.3 SECTIONAL-DOOR ASSEMBLY

- A. Aluminum Sectional Door: Provide sectional door formed with hinged sections and fabricated so that finished door assembly is rigid and aligned with tight hairline joints; free of warp, twist, and deformation; and complies with requirements in DASMA 102.
 - 1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include but are not limited to the following: Basis of Design Clopay Corp. – Model # 904 aluminum frame with Insulated Glass Panels.
- B. Operation Cycles: Door components and operators capable of operating for not less than 50,000 operation cycles. One operation cycle is complete when door is opened from closed position to the open position and returned to closed position.
- C. Air Infiltration: Maximum rate of 0.4 cfm/sq. ft. when tested in accordance with ASTM E283 or DASMA 105.
- D. U-Value: 0.052 Btu/sq. ft. x h x deg F.
- E. Aluminum Sections: ASTM B221 extruded-aluminum stile and rail members of alloy and temper standard with manufacturer for type of use and finish indicated; in minimum thickness

required to comply with requirements; with rail and stile dimensions and profiles indicated on Drawings; and with overlapped or interlocked weather- and pinch-resistant seal at meeting rails.

1. Door-Section Thickness: 2 inches.
 2. Section Reinforcing: Continuous horizontal and diagonal reinforcement as required to stiffen door and for wind loading. Ensure that reinforcement does not obstruct vision lites.
 - a. Hardware Locations: Provide reinforcement for hardware attachment.
 3. Insulated Stiles and Rails: Fill stiles and rails manufacturer's standard polyurethane expanding foam.
 4. Glazed Panels: Manufacturer's standard, aluminum-framed section with glazing sealed with glazing tape and aluminum glazing bead. Glazing as follows:
 - a. Insulating Glass Units: Manufacturers' standard unit with tempered glass lites complying with ASTM C1048, Kind FT (fully tempered), Condition A, Type I, Class 1 (clear), Quality-Q3.
- F. Track: Manufacturer's standard, galvanized-steel, high-lift contour track system. Provide complete system including brackets, bracing, and reinforcement to ensure rigid support of ball-bearing roller guides.
1. Material: Galvanized steel, ASTM A653/A653M, minimum G60 zinc coating.
 2. Size: As recommended in writing by manufacturer for door size, weight, track configuration and door clearances indicated on Drawings.
 3. Track Reinforcement and Supports: Provide galvanized-steel members to support track without sag, sway, and vibration during opening and closing of doors. Slot vertical sections of track spaced 2 inches apart for door-drop safety device.
 - a. Vertical Track: Incline vertical track to ensure weathertight closure at jambs. Provide continuous reverse angle attached to track and wall.
 - b. Horizontal Track: Provide continuous reinforcing angle from curve in track to end of track, attached to track and supported at points by laterally braced attachments to overhead structural members.
- G. Weather seals: Replaceable, adjustable, continuous, compressible weather-stripping gaskets of flexible vinyl, rubber, or neoprene fitted to bottom, top and jambs of door.
- H. Windows: Manufacturer's standard window units of shape and size and in locations indicated on Drawings. Set glazing in vinyl, rubber, or neoprene glazing channel. Provide removable stops of same material as door-section frames. Provide the following glazing:
1. Insulating Glass Units: Manufacturer's standard.
- I. Hardware: Heavy-duty, corrosion-resistant hardware, with hot-dip galvanized, stainless steel, or other corrosion-resistant fasteners, to suit door type.

1. Hinges: Heavy-duty, galvanized-steel hinges of not less than 0.079-inch nominal coated thickness at each end stile and at each intermediate stile, in accordance with manufacturer's written recommendations for door size.
 - a. Attach hinges to door sections through stiles and rails with bolts and lock nuts or lock washers and nuts. Use rivets or self-tapping fasteners where access to nuts is impossible.
 - b. Provide double-end hinges where required for doors more than 16 ft. wide unless otherwise recommended by door manufacturer in writing.
 2. Rollers: Heavy-duty rollers with steel ball bearings in case-hardened steel races, mounted to suit slope of track. Extend roller shaft through both hinges where double hinges are required. Match roller-tire diameter to track width.
 - a. Roller-Tire Material: Case-hardened steel bronze.
 3. Push/Pull Handles: Equip each door with galvanized-steel lifting handles on each side of door, finished to match door.
- J. Locking Device:
1. Locking Device Assembly: Fabricate with cylinder lock, spring-loaded deadbolt, operating handle, cam plate, and adjustable locking bars to engage through slots in tracks.
 - a. Lock Cylinders: Cylinders complying with standard with manufacturer, match other county doors.
 - b. Keying: Keyed to building keying system.
 - c. Keys: Three for each cylinder.
- K. Counterbalance Mechanism:
1. Torsion Spring: Adjustable-tension torsion springs complying with requirements of DASMA 102 for number of operation cycles indicated, mounted on torsion shaft.
 2. Cables: Galvanized steel, multistrand, lifting cables with cable safety factor of at least 5 to 1.
 3. Cable Safety Device: Include a spring-loaded steel or bronze cam mounted to bottom door roller assembly on each side and designed to automatically stop door if lifting cable breaks.
 4. Bracket: Provide anchor support bracket as required to connect stationary end of spring to the wall and to level the shaft and prevent sag.
 5. Bumper: Provide spring bumper at each horizontal track to cushion door at end of opening operation.
- L. Manual Door Operator:
1. Push-Up Operation: Lift handles and pull rope for raising and lowering doors located on inside and outside of bottom section; with counterbalance mechanism designed so that required lift or pull for door operation does not exceed 25 lbf

- M. Metal Finish: Comply with NAAMM/NOMMA's "Metal Finishes Manual for Architectural and Metal Products (AMP 500-06)" for recommendations for applying and designating finishes.
 - 1. Anodized Aluminum Finish: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
 - a. Clear Anodic Finish: AA-M12C22A41, Class I, 0.018 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install sectional doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports, in accordance with manufacturer's written instructions.
- B. Tracks:
 - 1. Fasten vertical track assembly to opening jambs and framing with fasteners spaced not more than 24 inches apart.
 - 2. Hang horizontal track assembly from structural overhead framing with angles or channel hangers attached to framing by welding or bolting, or both. Provide sway bracing, diagonal bracing, and reinforcement as required for rigid installation of track and door-operating equipment.

3.3 STARTUP SERVICES

- A. Engage a factory-authorized service representative to perform startup service.
 - 1. Complete installation and startup checks in accordance with manufacturer's written instructions.
 - 2. Test and adjust controls and safety devices. Replace damaged and malfunctioning controls and equipment.

3.4 ADJUSTING

- A. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.

- B. Lubricate bearings and sliding parts as recommended by manufacturer.
- C. Adjust doors and seals to provide weather-resistant fit around entire perimeter.
- D. Touchup Painting Galvanized Material: Immediately after welding galvanized materials, clean welds and abraded galvanized surfaces and repair galvanizing to comply with ASTM A780/A780M.

3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain sectional doors.

END OF SECTION 083613

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Non-load-bearing steel framing systems for interior partitions.
 - 2. Suspension systems for interior ceilings and soffits.
 - 3. Grid suspension systems for gypsum board ceilings.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of code-compliance certification for studs and tracks.
- B. Evaluation Reports: For embossed, high-strength steel studs and tracks firestop tracks post-installed anchors and power-actuated fasteners, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C754 for conditions indicated.
 - 1. Steel Sheet Components: Comply with ASTM C645 requirements for steel unless otherwise indicated.
 - 2. All information included in Section 092216 shall be verified when indicated for structural applications. See structural plans and general notes.
- B. Studs and Tracks: ASTM C645.

1. Steel Studs and Tracks:

- a. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- 1) [CEMCO; California Expanded Metal Products Co.](#)
- 2) [ClarkDietrich.](#)
- 3) [Custom Stud.](#)
- 4) [Jaimes Industries.](#)
- 5) [MarinoWARE.](#)
- 6) [MBA Building Supplies.](#)
- 7) [MRI Steel Framing, LLC.](#)
- 8) [Phillips Manufacturing Co.](#)
- 9) [SCAFCO Steel Stud Company.](#)
- 10) [Steel Construction Systems.](#)
- 11) [Telling Industries.](#)
- 12) [The Steel Network, Inc.](#)

- b. Minimum Base-Steel Thickness: 0.0296 inch.
c. Depth: As indicated on Drawings.

C. Slip-Type Head Joints: Where indicated, provide one of the following:

1. Clip System: Clips designed for use in head-of-wall deflection conditions that provide a positive attachment of studs to tracks while allowing 1-1/2-inch minimum vertical movement.

- a. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- 1) [CEMCO; California Expanded Metal Products Co.](#)
- 2) [ClarkDietrich.](#)
- 3) [Fire Trak Corp.](#)
- 4) [MarinoWARE.](#)
- 5) [SCAFCO Steel Stud Company.](#)
- 6) [Steel Construction Systems.](#)
- 7) [Super Stud Building Products Inc.](#)
- 8) [The Steel Network, Inc.](#)

2. Single Long-Leg Track System: ASTM C645 top track with 2-inch-deep flanges in thickness not less than indicated for studs, installed with studs' friction fit into top track and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.
3. Double-Track System: ASTM C645 top outer tracks, inside track with 2-inch-deep flanges in thickness not less than indicated for studs and fastened to studs, and outer track sized to friction-fit over inner track.

4. Deflection Track: Steel sheet top track manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
 - a. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1) [CEMCO; California Expanded Metal Products Co.](#)
 - 2) [ClarkDietrich.](#)
 - 3) [MarinoWARE.](#)
 - 4) [MBA Building Supplies.](#)
 - 5) [Metal-Lite.](#)
 - 6) [Perfect Wall, Inc.](#)
 - 7) [SCAFCO Steel Stud Company.](#)
 - 8) [Steel Construction Systems.](#)
 - 9) [Telling Industries.](#)
 - 10) [The Steel Network, Inc.](#)
- D. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
 1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. [ClarkDietrich.](#)
 - b. [MarinoWARE.](#)
 - c. [MRI Steel Framing, LLC.](#)
 - d. [SCAFCO Steel Stud Company.](#)
 - e. [Steel Construction Systems.](#)
 2. Minimum Base-Steel Thickness: 0.0296 inch.
- E. Cold-Rolled Channel Bridging: Steel, 0.0538-inch minimum base-steel thickness, with minimum 1/2-inch-wide flanges.
 1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. [ClarkDietrich.](#)
 - b. [MarinoWARE.](#)
 - c. [MRI Steel Framing, LLC.](#)
 - d. [SCAFCO Steel Stud Company.](#)
 - e. [Steel Construction Systems.](#)
 2. Depth: 1-1/2 inches.
 3. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch-thick, galvanized steel.
- F. Hat-Shaped, Rigid Furring Channels: ASTM C645.

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. [ClarkDietrich.](#)
 - b. [Jaimes Industries.](#)
 - c. [MarinoWARE.](#)
 - d. [MRI Steel Framing, LLC.](#)
 - e. [SCAFCO Steel Stud Company.](#)
 - f. [Steel Construction Systems.](#)
 2. Minimum Base-Steel Thickness: 0.0296 inch.
 3. Depth: As indicated on Drawings.
- G. Resilient Furring Channels: 1/2-inch-deep, steel sheet members designed to reduce sound transmission.
1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. [ClarkDietrich.](#)
 - b. [MarinoWARE.](#)
 - c. [MRI Steel Framing, LLC.](#)
 - d. [SCAFCO Steel Stud Company.](#)
 - e. [Steel Construction Systems.](#)
 2. Configuration: Asymmetrical or hat shaped.
- H. Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges.
1. Depth: As indicated on Drawings.
 2. Furring Brackets: Adjustable, corrugated-edge-type steel sheet with minimum uncoated-steel thickness of 0.0329 inch.
 3. Tie Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.
- I. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-1/4 inches, wall attachment flange of 7/8 inch, minimum uncoated-steel thickness of 0.0179 inch, and depth required to fit insulation thickness indicated.
1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. [ClarkDietrich.](#)
 - b. [MarinoWARE.](#)
 - c. [MRI Steel Framing, LLC.](#)
 - d. [SCAFCO Steel Stud Company.](#)

e. Steel Construction Systems.

2.2 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.
- B. Hanger Attachments to Concrete:
 - 1. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC58 or AC308 as appropriate for the substrate.
 - a. Uses: Securing hangers to structure.
 - b. Type: Torque-controlled, expansion anchor.
 - c. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B633 or ASTM F1941, Class Fe/Zn 5, unless otherwise indicated.
 - 2. Power-Actuated Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- C. Wire Hangers: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.
- D. Flat Hangers: Steel sheet, 1 by 3/16 inch by length indicated.
- E. Carrying Channels (Main Runners): Cold-rolled, commercial-steel sheet with a base-steel thickness of 0.0538 inch and minimum 1/2-inch-wide flanges.
 - 1. Depth: 1-1/2 inches.
- F. Furring Channels (Furring Members):
 - 1. Cold-Rolled Channels: 0.0538-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges, 3/4 inch deep.
 - 2. Steel Studs and Tracks: ASTM C645.
 - a. Minimum Base-Steel Thickness: 0.0269 inch.
 - b. Depth: As indicated on Drawings.
 - 3. Hat-Shaped, Rigid Furring Channels: ASTM C645, 7/8 inch deep.
 - a. Minimum Base-Steel Thickness: 0.0296 inch.
 - 4. Resilient Furring Channels: 1/2-inch-deep members designed to reduce sound transmission.
 - a. Configuration: Asymmetrical or hat shaped.
- G. Grid Suspension System for Gypsum Board Ceilings: ASTM C645, direct-hung system composed of main beams and cross-furring members that interlock.

2.3 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
 - 1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
 - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C754.
 - 1. Gypsum Plaster Assemblies: Also comply with requirements in ASTM C841 that apply to framing installation.
 - 2. Portland Cement Plaster Assemblies: Also comply with requirements in ASTM C1063 that apply to framing installation.
 - 3. Gypsum Veneer Plaster Assemblies: Also comply with requirements in ASTM C844 that apply to framing installation.
 - 4. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- D. Install bracing at terminations in assemblies.

- E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
 - 1. Single-Layer Application: As required by horizontal deflection performance requirements unless otherwise indicated.
 - 2. Multilayer Application: As required by horizontal deflection performance requirements unless otherwise indicated.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.
 - 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
 - 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.
 - a. Install two studs at each jamb unless otherwise indicated.
 - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
 - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
 - 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
 - 4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
 - 5. Curved Partitions:
 - a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.
 - b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of no fewer than two studs at ends of arcs, place studs 6 inches o.c.
- E. Direct Furring:

1. Screw to wood framing.
2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.

F. Z-Shaped Furring Members:

1. Erect insulation, vertically and hold in place with Z-shaped furring members spaced 24 inches o.c.
2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.

G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

3.5 INSTALLING CEILING SUSPENSION SYSTEMS

A. Install suspension system components according to spacing's indicated, but not greater than spacing's required by referenced installation standards for assembly types.

1. Hangers: 48 inches o.c.
2. Carrying Channels (Main Runners): 48 inches o.c.
3. Furring Channels (Furring Members): 24 inches o.c.

B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.

C. Suspend hangers from building structure as follows:

1. Install hangers' plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
 - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
 - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.

3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 5. Do not attach hangers to steel roof deck.
 6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
 7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
 8. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.
- E. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Interior gypsum board.
- 2. Tile backing panels.

B. Related Requirements:

- 1. Section 092216 "Non-Structural Metal Framing" for non-structural steel framing and suspension systems that support gypsum board panels.
- 2. Section 093013 "Ceramic Tiling" for cementitious backer units installed as substrates for ceramic tile.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

B. Samples: For the following products:

- 1. Trim Accessories: Full-size Sample in 12-inch-long length for each trim accessory indicated.

1.4 QUALITY ASSURANCE

- A. Mockups: Build mockups of at least 100 sq. ft. in surface area to demonstrate aesthetic effects and to set quality standards for materials and execution.

- 1. Build mockups for the following:

- a. Each level of gypsum board finish indicated for use in exposed locations.
- b. Each texture finish indicated.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.6 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

- A. Gypsum Board, Type X: ASTM C1396/C1396M.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. American Gypsum.
 - b. CertainTeed Corporation.
 - c. Continental Building Products, LLC.
 - d. Georgia-Pacific Gypsum LLC.
 - e. National Gypsum Company.
 - f. PABCO Gypsum.
 - g. USG Corporation.
 - 2. Thickness: 5/8 inch.
 - 3. Long Edges: Tapered.
- B. Gypsum Ceiling Board: ASTM C1396/C1396M.

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. [American Gypsum.](#)
 - b. [CertainTeed Corporation.](#)
 - c. [Continental Building Products, LLC.](#)
 - d. [Georgia-Pacific Gypsum LLC.](#)
 - e. [National Gypsum Company.](#)
 - f. [PABCO Gypsum.](#)
 - g. [USG Corporation.](#)
 2. Thickness: 1/2 inch.
 3. Long Edges: Tapered.
- C. Abuse-Resistant Gypsum Board: ASTM C1396/C1396M gypsum board, tested according to ASTM C1629/C1629M.
1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. [American Gypsum.](#)
 - b. [CertainTeed Corporation.](#)
 - c. [Continental Building Products, LLC.](#)
 - d. [Georgia-Pacific Gypsum LLC.](#)
 - e. [National Gypsum Company.](#)
 - f. [PABCO Gypsum.](#)
 - g. [USG Corporation.](#)
 2. Core: 5/8-inch, Type X.
 3. Surface Abrasion: ASTM C1629/C1629M, meets or exceeds Level 3 requirements.
 4. Indentation: ASTM C1629/C1629M, meets or exceeds Level 3 requirements.
 5. Soft-Body Impact: ASTM C1629/C1629M, meets or exceeds Level 3 requirements.
 6. Long Edges: Tapered.
 7. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

2.3 SPECIALTY GYPSUM BOARD

- A. Acoustically Enhanced Gypsum Board: ASTM C1396/C1396M. Multilayer products constructed of two layers of gypsum boards sandwiching a viscoelastic sound-absorbing polymer core.
1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. [National Gypsum Company.](#)
 - b. [Quiet Solution.](#)

2. Core: 5/8-inch, Type X.
3. Long Edges: Tapered.

2.4 TILE BACKING PANELS

- A. Cementitious Backer Units: ANSI A118.9 and ASTM C1288 or ASTM C1325, with manufacturer's standard edges.
 1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. [C-Cure](#).
 - b. [CertainTeed Corporation](#).
 - c. [Custom Building Products](#).
 - d. [FinPan, Inc.](#)
 - e. [James Hardie Building Products, Inc.](#)
 - f. [National Gypsum Company](#).
 - g. [USG Corporation](#).
 2. Thickness: 5/8-inch.
 3. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

2.5 TRIM ACCESSORIES

- A. Interior Trim: ASTM C1047.
 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.
 - g. Curved-Edge Cornerbead: With notched or flexible flanges.

2.6 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.
- B. Joint Tape:
 1. Interior Gypsum Board: Paper.
 2. Tile Backing Panels: As recommended by panel manufacturer.

- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
 - 4. Finish Coat: For third coat, use setting-type, sandable topping compound.
- D. Joint Compound for Tile Backing Panels:
 - 1. Cementitious Backer Units: As recommended by backer unit manufacturer.

2.7 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
 - 1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
 - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
 - 3. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. [Accumetric LLC.](#)
 - b. [Everkem Diversified Products, Inc.](#)
 - c. [Franklin International.](#)
 - d. [Grabber Construction Products.](#)
 - e. [Hilti, Inc.](#)
 - f. [Pecora Corporation.](#)
 - g. [Specified Technologies, Inc.](#)
 - h. [USG Corporation.](#)

2.8 TEXTURE FINISHES

- A. Primer: As recommended by textured finish manufacturer.

- B. Non-Aggregate Finish: Premixed, vinyl texture finish for spray application.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. CertainTeed Corporation.
 - b. National Gypsum Company.
 - c. USG Corporation.
 - 2. Texture: Light Orange peel.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels' not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.

2. Fit gypsum panels around ducts, pipes, and conduits.
 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch-wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
1. Type X: Vertical surfaces unless otherwise indicated.
 2. Ceiling Type: Ceiling surfaces.
 3. Abuse-Resistant Type: In holding vestibule.
- B. Single-Layer Application:
1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
 2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
 3. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- C. Multilayer Application:
1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints one framing member, 16 inches minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
 2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer

joints unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.

3. On Z-shaped furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
4. Fastening Methods: Fasten base layers and face layers separately to supports with screws.

3.4 APPLYING TILE BACKING PANELS

- A. Cementitious Backer Units: ANSI A108.11, at locations indicated to receive tile.
- B. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces.

3.5 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints according to ASTM C840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
 1. Cornerbead: Use at outside corners unless otherwise indicated.
 2. LC-Bead: Use at exposed panel edges.
 3. L-Bead: Use where indicated.

3.6 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:
 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 2. Level 2: Behind wood and acoustical panels.
 3. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.

- a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

E. Cementitious Backer Units: Finish according to manufacturer's written instructions.

3.7 APPLYING TEXTURE FINISHES

- A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.
- B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture matching approved mockup and free of starved spots or other evidence of thin application or of application patterns.
- C. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture-finish manufacturer's written instructions.

3.8 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 1. Indications that panels are wet, or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 093013 - CERAMIC TILING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Ceramic mosaic tile. (WT2)
2. Porcelain tile. (FT1, FT2, WT1, WT4)
3. Glazed wall tile. (WT3)

1.3 DEFINITIONS

- A. General: Definitions in the ANSI A108 series of tile installation standards and in ANSI A137.1 apply to Work of this Section unless otherwise specified.
- B. ANSI A108 Series: ANSI A108.01, ANSI A108.02, ANSI A108.1A, ANSI A108.1B, ANSI A108.1C, ANSI A108.4, ANSI A108.5, ANSI A108.6, ANSI A108.8, ANSI A108.9, ANSI A108.10, ANSI A108.11, ANSI A108.12, ANSI A108.13, ANSI A108.14, ANSI A108.15, ANSI A108.16, and ANSI A108.17, which are contained in its "Specifications for Installation of Ceramic Tile."
- C. Module Size: Actual tile size plus joint width indicated.
- D. Face Size: Actual tile size, excluding spacer lugs.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 1. Review requirements in ANSI A108.01 for substrates and for preparation by other trades.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification:

1. Full-size units of each type and composition of tile and for each color and finish required. For ceramic mosaic tile in color blend patterns, provide full sheets of each color blend.
2. Metal edge strips in 6-inch lengths.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Master Grade Certificates: For each shipment, type, and composition of tile, signed by tile manufacturer and Installer.
- C. Product Certificates: For each type of product.
- D. Product Test Reports: For tile-setting and -grouting products.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match and are from same production runs as products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed for each type, composition, color, pattern, and size indicated.
 2. Grout: Furnish quantity of grout equal to 3 percent of amount installed for each type, composition, and color indicated.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications:
 1. Installer is a five-star member of the National Tile Contractors Association or a Trowel of Excellence member of the Tile Contractors' Association of America.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A137.1 for labeling tile packages.
- B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.
- C. Store aggregates where grading and other required characteristics can be maintained, and contamination can be avoided.
- D. Store liquid materials in unopened containers and protected from freezing.

1.10 FIELD CONDITIONS

- A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations for Tile: Obtain tile of each type and color or finish from single source or producer.
 - 1. Obtain tile of each type and color or finish from same production run and of consistent quality in appearance and physical properties for each contiguous area.
- B. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from single manufacturer and each aggregate from single source or producer.
 - 1. Obtain setting and grouting materials, except for unmodified Portland cement and aggregate, from single manufacturer.

2.2 PRODUCTS, GENERAL

- A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.
 - 1. Provide tile complying with Standard grade requirements.
- B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCNA installation methods specified in tile installation schedules, and other requirements specified.
- C. Factory Blending: For tile exhibiting color variations within ranges, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.
- D. Mounting: For factory-mounted tile, provide back- or edge-mounted tile assemblies as standard with manufacturer unless otherwise indicated.

2.3 TILE PRODUCTS

- A. Ceramic Tile Type: Glazed porcelain tile.

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Dal Tile.
2. Face Size: 12 by 24 inches.
3. Face Size Variation: Rectified.
4. Thickness: 3/8 inch.
5. Face: Plain with square or cushion edges.
6. Dynamic Coefficient of Friction: Not less than 0.42.
7. Tile Color, Glaze, and Pattern: Match existing.
8. Grout Color: Match existing.
9. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile. Provide shapes as follows, selected from manufacturer's standard shapes:
 - a. Base Cap: Surface bullnose, module size 4 x 12 bullnose.
 - b. External Corners: Schluter Quadec-K, brushed stainless at corners as noted on plan with all caps as needed.
 - c. Internal Corners: Field-buttet square corners.

B. Ceramic Tile Type: Glazed porcelain tile.

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Daltile.
2. Face Size: 4 by 12 inches.
3. Face Size Variation: Rectified.
4. Thickness: 5/16 inch.
5. Face: Plain with cushion edges.
6. Finish: Gloss.
7. Tile Color and Pattern: Match existing.
8. Grout Color: Match existing.
9. Mounting: Factory, back mounted.

2.4 SETTING MATERIALS

A. Modified Dry-Set Mortar (Thinset): ANSI A118.4.

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. LATICRETE SUPERCAP, LLC.

2. Provide prepackaged, dry-mortar mix containing dry, redispersible, vinyl acetate or acrylic additive to which only water must be added at Project site.
3. Provide prepackaged, dry-mortar mix combined with acrylic resin or styrene-butadiene-rubber liquid-latex additive at Project site.
4. For wall applications, provide mortar that complies with requirements for nonsagging mortar in addition to the other requirements in ANSI A118.4.

2.5 GROUT MATERIALS

A. Standard Grout: ANSI A118.6.

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. **LATICRETE SUPERCAP, LLC.**

2.6 MISCELLANEOUS MATERIALS

A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.

B. Metal Edge Strips:

1. Corner metal strips for walls, bullnose corner profile, locations noted on plans.
2. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. **Schluter Systems L.P.**

C. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.

2.7 MIXING MORTARS AND GROUT

A. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.

B. Add materials, water, and additives in accurate proportions.

C. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
1. Verify that substrates for setting tile are firm; dry; clean; free of coatings that are incompatible with tile-setting materials, including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.
 2. Verify that concrete substrates for tile floors installed with adhesives, bonded mortar bed or thinset mortar comply with surface finish requirements in ANSI A108.01 for installations indicated.
 - a. Verify that surfaces that received a steel trowel finish have been mechanically scarified.
 - b. Verify that protrusions, bumps, and ridges have been removed by sanding or grinding.
 3. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed.
 4. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with adhesives or thinset mortar with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.
- B. Where indicated, prepare substrates to receive waterproofing by applying a reinforced mortar bed that complies with ANSI A108.1A and is sloped 1/4 inch per foot toward drains.
- C. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

3.3 CERAMIC TILE INSTALLATION

- A. Comply with TCNA's "Handbook for Ceramic, Glass, and Stone Tile Installation" for TCNA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 series "Specifications for Installation of Ceramic Tile" that are referenced in TCNA

installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.

- B. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- D. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.
- E. Where accent tile differs in thickness from field tile, vary setting-bed thickness so that tiles are flush.
- F. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.
 - 1. For tile mounted in sheets, make joints between tile sheets same width as joints within tile sheets so joints between sheets are not apparent in finished work.
 - 2. Where adjoining tiles on floor, base, walls, or trim are specified or indicated to be same size, align joints.
 - 3. Where tiles are specified or indicated to be whole integer multiples of adjoining tiles on floor, base, walls, or trim, align joints unless otherwise indicated.
- G. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:
 - 1. Glazed Wall Tile: 1/8 inch.
 - 2. Porcelain Tile: 1/4 inch, 1/16 with rectified tile.
- H. Lay out tile wainscots to dimensions indicated or to next full tile beyond dimensions indicated.
- I. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.
 - 1. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.

3.4 ADJUSTING AND CLEANING

- A. Remove and replace tile that is damaged or that does not match adjoining tile. Provide new matching units, installed as specified and in a manner to eliminate evidence of replacement.

- B. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
 - 1. Remove grout residue from tile as soon as possible.
 - 2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.

3.5 PROTECTION

- A. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. If recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.
- B. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- C. Before final inspection, remove protective coverings and rinse neutral protective cleaner from tile surfaces.

END OF SECTION 093013

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Thermoset-rubber base.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches long.
- C. Samples for Verification: For each type of product indicated and for each color, texture, and pattern required in manufacturer's standard-size Samples, but not less than 12 inches long.
- D. Product Schedule: For resilient base and accessory products. RB1, RB2, TR2, TR3, TR4.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Furnish not less than 10 linear feet or fraction thereof, of each type, color, pattern, and size of resilient base (RB1, RB2) products installed.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

1.6 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive resilient products during the following periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 RUBBER BASE: At all drywall base of walls and toe-kicks of cabinetry (excluding where tile base is installed).

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Roppe Corporation, USA.
- B. Product Standard: ASTM F1861, Type TP (rubber, thermoplastic).
 - 1. Group: I (solid, homogeneous).
 - 2. Style: Pinnacle Plus #30 Sketch, coved base.
- C. Thickness: 0.125 inch.
- D. Height: 4 inches.
- E. Lengths: Coils in manufacturer's standard length.
- F. Outside Corners: Job formed.
- G. Inside Corners: Job formed.
- H. Colors: Match existing.

2.2 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.

- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
 - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Job-Formed Corners:
 - 1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length.
 - a. Form without producing discoloration (whitening) at bends.

2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length.
 - a. Miter corners to minimize open joints.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
 1. Remove adhesive and other blemishes from surfaces.
 2. Sweep and vacuum horizontal surfaces thoroughly.
 3. Damp-mop horizontal surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

END OF SECTION 096513

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Steel.
 - 2. Wood.
 - 3. Gypsum board.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Sherwin-Williams Company (The).
- B. Products: Subject to compliance with requirements, provide product listed in the Interior Painting Schedule for the paint category indicated.

2.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- B. Colors: Match existing MetraPark colors.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
 - 1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.
 - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from

previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Wood: 15 percent.
 - 2. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- F. Wood Substrates:
 - 1. Scrape and clean knots and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.

4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations.
 1. Use applicators and techniques suited for paint and substrate indicated.
 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Steel Substrates:

- 1. Institutional Low-Odor/VOC Latex System:
 - a. Prime Coat: Primer, rust inhibitive, water based.
 - 1) Sherwin Williams.
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss.

B. Wood Substrates: Doors.

- 1. Institutional Low-Odor/VOC Latex System:
 - a. Prime Coat: Primer, latex, for interior wood.
 - 1) Sherwin Williams.
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss.

C. Gypsum Board Substrates:

- 1. Institutional Low-Odor/VOC Latex System:
 - a. Prime Coat: Primer sealer, interior, institutional low odor/VOC.
 - 1) Sherwin Williams.
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, interior, institutional low odor/VOC; EggShell.

END OF SECTION 099123

SECTION 102600 - WALL AND DOOR PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Corner guards.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, impact strength, dimensions of individual components and profiles, and finishes.

1.4 INFORMATIONAL SUBMITTALS

- A. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of wall and door protection product to include in maintenance manuals.
 - 1. Include recommended methods and frequency of maintenance for maintaining best condition of plastic covers under anticipated traffic and use conditions. Include precautions against using cleaning materials and methods that may be detrimental to finishes and performance.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store wall and door protection in original undamaged packages and containers inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity.

1.7 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of wall- and door-protection units that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including detachment of components from each other or from the substrates, delamination, and permanent deformation beyond normal use.
 - b. Deterioration of metals, metal finishes, plastics, and other materials beyond normal use.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CORNER GUARDS

- A. Surface-Mounted, Corner Guards: Stainless steel to match existing in the facility.

2.2 FABRICATION

- A. Fabricate wall and door protection according to requirements indicated for design, performance, dimensions, and member sizes, including thicknesses of components.
- B. Quality: Fabricate components with uniformly tight seams and joints and with exposed edges rolled. Provide surfaces free of wrinkles, chips, dents, uneven coloration, and other imperfections. Fabricate members and fittings to produce flush, smooth, and rigid hairline joints.

2.3 FINISHES

- A. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and wall areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Before installation, clean substrate to remove dust, debris, and loose particles.

3.3 INSTALLATION

- A. Installation Quality: Install wall and door protection according to manufacturer's written instructions, level, plumb, and true to line without distortions. Do not use materials with chips, cracks, voids, stains, or other defects that might be visible in the finished Work.
- B. Accessories: Provide splices, mounting hardware, anchors, trim, joint moldings, and other accessories required for a complete installation.

3.4 CLEANING

- A. Immediately after completion of installation, clean plastic covers and accessories using a standard ammonia-based household cleaning agent.
- B. Remove excess adhesive using methods and materials recommended in writing by manufacturer.

END OF SECTION 102600

SECTION 123616 - METAL COUNTERTOPS

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Stainless-steel countertops.
 - 2. Stainless-steel sinks.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For metal fabrications.
 - 1. Include plans, sections, details, and attachments to other work. Detail fabrication and installation, including field joints.
 - 2. For countertops, show locations and sizes of cutouts and holes for items installed in metal countertops.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products only after casework and supports on which they will be installed has been completed in installation areas.
- B. Keep finished surfaces of products covered with polyethylene film or other protective covering during handling and installation.

1.5 FIELD CONDITIONS

- A. Field Measurements: Where products are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

PART 2 - PRODUCTS

2.1 STAINLESS-STEEL FABRICATIONS

- A. Countertops: Fabricate from **0.062-inch- (1.59-mm-)** thick, stainless-steel sheet. Provide smooth, clean exposed tops and edges in uniform plane, free of defects. Provide front and end overhang of **1 inch (25 mm)** over the base cabinets.
1. Joints: Fabricate countertops without field-made joints.
 2. Weld shop-made joints.
 3. Sound deaden the undersurface with heavy-build mastic coating.
 4. Extend the top down to provide a **1-inch- (25-mm-)** thick edge with a **1/2-inch (12.7-mm)** return flange.
 5. Form the backsplash coved to and integral with top surface, with a **1/2-inch- (12.7-mm-)** thick top edge and **1/2-inch (12.7-mm)** return flange.
 6. Provide raised (marine) edge around perimeter of tops containing sinks; pitch tops containing sinks two ways to provide drainage without channeling or grooving.
- B. Stainless-Steel Sinks: Fabricate from stainless-steel sheet, not less than **0.050-inch (1.27-mm)** nominal thickness. Fabricate with corners rounded and coved to at least **5/8-inch (16-mm)** radius. Slope the sink bottoms to outlet without channeling or grooving. Provide continuous butt-welded joints.
1. Provide single bowl, **15" x 17 1/2" x 6 1/2"** or manufacturer's closest standard size of equal or greater volume, as approved by Architect.
 2. Factory punch holes for fittings.
 3. Provide sinks with stainless-steel strainers and tailpieces.
 4. Factory weld sinks to stainless-steel countertops to provide one, integral unit.
 5. Apply **1/8-inch- (3-mm-)** thick coating of heat-resistant, sound-deadening mastic to undersink surfaces.

2.2 MATERIALS

- A. Stainless-Steel Sheet: ASTM A240/A240M, Type 304.
- B. Sealant for Countertops: Manufacturer's standard sealant that complies with applicable requirements in Section 079200 "Joint Sealants" and the following:
1. Mildew-Resistant Joint Sealant: Mildew resistant, single component, nonsag, neutral curing, silicone.
 2. Color: As selected by Architect from manufacturer's full range.

2.3 STAINLESS-STEEL FINISH

- A. Grind and polish surfaces to produce uniform, directional satin finish matching No. 4 finish, with no evidence of welds and free of cross scratches. Run grain with long dimension of each

piece. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces clean.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install metal countertops level, plumb, and true; shim as required, using concealed shims.
- B. Field Jointing: Where possible, make field jointing in the same manner as shop jointing; use fasteners recommended by manufacturer. Prepare edges to be joined in shop so Project-site processing of top and edge surfaces is not required. Locate field joints where shown on Shop Drawings.
- C. Secure countertops to cabinets with Z- or L-type fasteners or equivalent; use two or more fasteners at each front, end, and back.
- D. Abut top and edge surfaces in one true plane, with internal supports placed to prevent deflection.
- E. Seal junctures of countertops, splashes, and walls with sealant for countertops.

3.3 CLEANING AND PROTECTION

- A. Repair or remove and replace defective work as directed on completion of installation.
- B. Clean finished surfaces. Remove and replace damaged products or touch up and refinish damaged areas to match original factory finish, as approved by Architect.
- C. Protection: Provide 6-mil (0.15-mm) plastic or other suitable water-resistant covering over countertop surfaces. Tape to underside of countertop at a minimum of 48 inches (1220 mm) o.c. Remove protection at Substantial Completion.

END OF SECTION 123616

DIVISION 26 - ELECTRICAL

SCOPE

The provisions, terms, and requirements of Division 1 and 2, the applicable Drawings and Technical Specifications herein shall apply to work under this Division.

This Work consists of, but is not necessarily limited to, the furnishing of all labor, equipment, appliances and materials and the performance of all operations in connection with the installation of all electrical work completed, in strict accordance with Specifications and/or Drawings, applicable codes, including incidental materials necessary and required for their completion.

"PROVIDE" = Furnished and installed complete. "OR EQUAL" = Or equal as approved to quote by Engineer, 10 days prior to Bid via addendum.

260000 - COMMON WORK RESULTS

- A. Intent of Drawings: Drawings are partly diagrammatic and do not show exact location of conduit unless specifically dimensioned.
- B. Workmanship:
 - 1. Work shall be accomplished by workmen skilled in particular trade, in conformance with best practices and accepted standards.
 - 2. Work shall contribute to efficiency of operation, accessibility, maintenance, and appearance. No part of installation shall interfere with operation of any other system or part of building.
 - 3. Non-satisfactory work shall be corrected at no additional expense to Owner.
- C. Responsibility:
 - 1. The Electrical Contractor is responsible for installation of satisfactory and complete work in accordance with the intent of Drawings and Specifications. Provide, at no extra cost, incidental items required for completion of work even though not specifically mentioned or indicated in Specifications or on Drawings.
 - 2. If, at any time, and in any case, change in location of conduit, outlets, fixtures, switches, panels, electrical equipment, or associated components, etc., becomes necessary due to obstacles or installation of other trades, such required changes shall be made by Contractor at no extra cost.
 - 3. Conflicts discovered during construction shall immediately be called to the attention of the Engineer for decision. Do not proceed with installation in area of question until conflict has been fully resolved.
 - 4. Coordinate all electrical work with other trades to prevent unnecessary delays in the construction schedule.
 - 5. Excavation and backfill required by electrical installations shall be accomplished in accordance with Division 2 by this Contractor.
 - 6. Provide temporary electrical power and lighting for all trades that require service during the course of this Project. Provide temporary service and distribution as required.

Comply with the NFPA 70 and OSHA requirements. (Energy costs by General Contractor.)

- D. Guarantee-Warranty: This Contractor shall and hereby does warrant and guarantee:
1. That all work executed under this Section will be free from defects of materials and workmanship for a period of one year from the date of final acceptance of this work.
 2. The Contractor agrees to, at the Contractor's own expense, repair and replace all such defective materials and work and all other work damaged thereby which becomes defective during the term of warranty. Agreement does not include damages done by Owner.
- E. Permits, Tests, Codes and Standards:
1. Electrical Contractor to pay for all permits and fees in connection with this work.
 2. WORK SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITIONS OF ADOPTED LOCAL, STATE AND NATIONAL CODES AND ORDINANCES, THE STATE FIRE MARSHAL, AND UTILITY COMPANY REGULATIONS.
 3. Electrical work shall conform to National Electrical Codes, latest editions, as a minimum requirement.
 4. All material to conform with applicable standards.
- F. Discrepancies: Prior to submitting Bid, Contractor shall refer any apparent discrepancies or omissions to engineer for clarification.
- G. Prior Approvals: All proposed substitutions shall be received by the Engineer **10 days prior to Bid. Priors received after 3 p.m. of the 10th day will be rejected.** Supply technical data, photometrics and dimensional Drawings showing that substitutes are equal to product specified.
- H. Shop Drawing Submittals:
1. In addition to distribution requirements for submittals specified in Division 1 Section "Submittals," submit Electronic Drawings in pdf format for final and official approval through the General Contractor as listed below. **Provide pdf bookmark tabs for each type and section.** If the Authority Having Jurisdiction requires Shop Drawings to have a Registered Engineers Stamp Affixed, this shall be the sole responsibility of the Contractor to acquire such stamp at Contractor's cost.

Additional copies may be required by individual Sections of these Specifications. Copies of price list sheets are not acceptable. Manufacturer's name and address must appear on each sheet. All copies shall be legible.

Shop Drawings shall include a completed specification sheet of all equipment along with fabrication, installation drawings, setting diagrams, schedules, patterns, templates, and similar Drawings. Installation drawings for fire alarm shall be done with a computer CADD program and include no other system. A basic floor plan in pdf electronic format can be obtained through the General Contractor. AutoCAD .dwg format will not be available.

I. Project Close-Out Record Documents:

1. Provide three full size sets, unless more are called for under Division 1 (one for Engineer and one for Owner). In addition to requirements called for under Division 1, indicate the following installed conditions:
 - a. Actual location of all electrical service gear/feeders, panel/motor/special equipment feeders, all major underground or under slab conduits, all conduit stubs for future use, any change in branch circuitry from Drawings, key junction boxes and pull boxes not indicated on Drawings, any control locations or indicator lights not shown on Drawings.
 - b. Addendum items, change order items and all changes made to Drawings from Bidding phase through to Project completion.
 - c. Actual equipment and materials installed. Where manufacturer and catalog number are indicated on Drawings, generally or in fixture or equipment schedules, change to reflect actual products installed.
 - d. Change service panel and branch panel breaker locations and schedules to reflect actual installed conditions.

J. Project Close-out Maintenance Manuals:

1. Prepare 3 copies, unless more are called for under Division 1 (one for Engineer, two for Owner). In addition to requirements under Division 1, provide heavy duty, durable 3-ring vinyl covered loose-leaf binder for each manual sized to receive 8.5 inch by 11-inch paper. Provide a clear plastic sleeve on the spine to hold labels and pockets in the cover to receive folded sheets. In manual, include all Shop Drawings, installation/operation/maintenance data furnished with electrical equipment, voice/data test reports, and letters from manufacturer's representatives that the fire alarm, has been completed and tested to satisfy requirements/codes. List project name, date, and Contractor's name, address, and telephone number. Include index sheet for each Specification Section indicating equipment, with supplier and supplier's telephone number. Provide tabbed dividers indicating major groupings of equipment.
2. Turn over to Owner all spare equipment and devices specified and shown.

K. Supporting Equipment:

1. Unless otherwise indicated, fasten electrical items and their supporting hardware securely to the building structure, including conduits, raceways, cables, cable trays, busways, cabinets, panelboards, transformers, boxes, disconnect switches, and control components. Fasten by means of wood screws or screw-type nails on wood, toggle bolts on hollow masonry units, concrete inserts, or expansion bolts on concrete or solid masonry, and machine screws, welded threaded studs, or spring-tension clamps on steel. Threaded studs driven by a power charge and provided with lock washers and nuts may be used instead of expansion bolts and machine or wood screws. Do not weld conduit, pipe straps, or items other than threaded studs to steel structures. In partitions of light steel construction, use sheet metal screws. All device boxes in sheetrock walls will be tight before, during and after installation of sheetrock.
2. Provide supports for electrical items in accordance with NFPA 70 and all other applicable codes.

3. Contractor responsible for providing watertight conduit penetrations at all watertight walls, floors roofs and membranes. Contractor also responsible to maintain fire rating of walls, floors, roofs, and membranes penetrated.
4. When applicable, center within insulation any electrical conduit routed in attic space. Provide sealing as per NFPA 70 300-7 for all conduits exposed to different temperatures.

L. Electrical Identification:

1. Apply circuit/control/item designation labels of engraved plastic laminate for disconnect switches, breakers, pushbuttons, pilot lights, FA duct detection, motor starters, panelboards and main control panel and similar systems.
2. Identify all 120 VAC and 208 VAC power receptacle cover plates with panel and circuit number utilizing a clear label with black designations. Designation example: L1-38.
3. Identify underground exterior electrical circuits by installation of continuous underground plastic marker, 6 - 8 inches below grade.

260300 - REMODEL WORK

- A. The Contractor shall carefully examine the Drawings and Specifications, visit the project site, and make note of all existing conditions, dimensions and limitations prior to Bid and make allowances thereto.
- B. No Change Orders will be issued for Contractor's failure to visit site, remodel work necessary for a complete installation of systems shown, and due to Contractor's lack of understanding of amount or difficulty of work involved.
- C. The Contractor shall also notify all corporations, companies, individuals, or local authorities owning, or having jurisdiction over existing utilities and services which interfere in any manner with the execution of the work under this Contract, and shall remove, relocate, or protect such utilities or equipment as required by the parties having jurisdiction over same.
- D. If existing active or non-active services (which may not be shown on plans) are encountered that require relocation or disconnecting, the Electrical Contractor shall make written request for decision on proper handling of the services. The Electrical Contractor shall not proceed with the work until so authorized by the Architect.
- E. When areas of the existing buildings are adjacent to the area of construction in which work is going on and are occupied, then this Contractor shall arrange the work so as to reduce to a minimum the periods of interruption or outages in the various services.
- F. Not less than one week before any system is to be put out of service, the Contractor shall notify and coordinate with other trades and the Owner of such necessity including the extent of the work to be done during the outage, possible length of time required for that phase of the work, and the desired time at which the outage is to begin.
- G. Balance additional loads to existing circuitry between phases. Furnish a revised, typed panel directory on existing panelboards where loads have been added or changed on this project.
- H. Carefully lay out all work in advance to minimize cutting, channeling, or drilling. Where necessary, all cutting, and patching shall be done in a manner approved by the Architect. Do

not endanger the stability of the structure. Restore any damaged surfaces to original conditions. Contractor at fault to assume all costs.

- I. Remove or relocate existing conduits, wires, equipment, devices, or fixtures indicated on Drawings and as required by remodel operations. Where the reuse of existing conduits, wires, devices, or fixture is permitted, verify that wiring is continuous. Existing outlets or junction boxes shall not be rendered inaccessible by structural changes made to the building.
- J. Where existing walls are being furred out or refinished, extend existing outlets and devices to new surface as required.
- K. Existing equipment which is indicated as being removed and not indicated for re-use shall be disposed of unless stated otherwise. Light fixture ballasts may contain PCB's and shall be disposed of according to environmental regulations.

260519 - CONDUCTORS AND CABLES

- A. Submit Shop Drawings in accordance with the "Common Work Results" Section.
- B. Feeders: Copper THHN-THWN. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- C. Branch Circuits: Copper THHN-THWN. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- D. Multi-conductor Cable: Copper Type AC and Type MC with separate insulated ground wire.
 - 1. **Healthcare Patient Care areas: In addition to the separate ground wire, the metallic cable armor, or sheath assembly shall also qualify as an equipment grounding conductor per NEC 250.118.**
 - 2. **MC and AC cable are not permitted for emergency Life safety and Critical branch circuits or for any homerun circuit.**
- E. Aluminum conductors are not acceptable. **Aluminum conductors are acceptable for sizes #1 Awg and larger.**
- F. Conductor Insulation: Comply with NEMA WC 70 for types THHN-THWN. Utilize other types of insulation only where specifically noted or required by code for the installed condition.
- G. Tighten electrical connectors and terminals, including screws and bolts, in accordance with manufacturer's published torque tightening valves or as specified in UL Codes.
- H. Color code secondary service, feeder, and branch circuit conductors with factory applied color as follows:

<u>208y/120 Volts</u>	<u>Phase</u>	<u>480y/277 Volts</u>
Black	A	Brown
Red	B	Purple
Blue	C	Yellow
White	Neutral	Gray

Green

Ground

Green

260526 - GROUNDING AND BONDING

- A. Submit Shop Drawings in accordance with the "Common Work Results" Section.
- B. Install separate insulated equipment grounding conductors for feeder and branch circuits in compliance with NFPA 70 Article 250.

260533 - RACEWAYS AND BOXES

- A. Submit Shop Drawings in accordance with the "Common Work Results" section.
- B. Conduit Raceway:
 - 1. Indoors, use the following, unless otherwise stated:
 - a. Concealed: EMT or MC cable.
 - b. Exposed: EMT, IMC or RMC.
 - c. Connection to vibrating equipment: Flexible metal conduit.
 - 2. Outdoors, use the following, unless otherwise stated:
 - a. Concealed: RMC or IMC.
 - b. Exposed: RMC or IMC.
 - c. Underground: Schedule 40 PVC with Schedule 80 PVC fittings.
 - d. Connection to Vibrating Equipment: Liquid tight flexible metal conduit.
 - 3. **ENT IS NOT ALLOWED.**
 - 4. Conceal conduit and cable, unless otherwise noted; conduit is permitted to be exposed in equipment rooms. All conduits shall have insulated ground wire installed. Do not install conduit embedded in slabs. EMT fittings shall be steel, compression or set screw type. All raceways shall be installed and supported in accordance with NFPA 70 and applicable codes.
- C. Outlet Boxes:
 - 1. Conform to UL 514A, "Metallic Boxes, Electrical," and UL 514B, "Fittings for Conduit and Outlet Boxes." Outlet boxes shall be metallic and installed flush in all areas, except mechanical rooms, above lay-in ceilings, or as otherwise indicated. Minimum size to be 4 inches square by 2-1/8 inches deep. Boxes shall be of type, shape, size, and depth to suit each location and application. All fittings shall be steel.
- D. Pull and Junction Boxes:
 - 1. Comply with UL 50, "Electrical Cabinets and Boxes," for boxes over 100 cubic inches volume. Boxes shall have screwed or bolt-on covers, shall be suitable for the intended application and shall be labeled.
- E. All materials shall be UL listed, appropriate for intended application. Entire raceway system shall be in accordance with NFPA 70, ANSI, NEMA, UL, and all other applicable codes.

262416 - PANELBOARDS

- A. Manufacturer: Existing.
- B. Load centers are not acceptable unless specifically noted.
- C. Provide typed circuit schedules for existing panelboards where loads have changed and framed, typed circuit schedules for all new panelboards with identification of items controlled by each individual breaker. Indicate room numbers of items controlled or room name where appropriate for Owner's convenience.

262726 - WIRING DEVICES

- A. Submit Shop Drawings in accordance with the "Common Work Results" Section.
- B. Acceptable Manufacturers: Pass & Seymore, Bryant, GE, Hubbell, Leviton.
- C. Devices:
 - 1. General light switches shall be 20-amp, 120/277-volt AC rated and **Industrial Grade**.
 - 2. General receptacles shall be self grounding 5-20R and **Industrial Grade**. GFCI receptacles shall be 20-amp feed through type with two utilization points. Do not connect downstream devices to load side of GFCI.
 - 3. USB receptacles shall be self-grounding 5-20R duplex with dual USB 2.0 compatible 3.6A/5V ports.
 - 4. Tamper-Resistant receptacles shall be self-grounding 5-20R duplex complying with NEC 406.12 tamper-resistant requirements.
 - 5. Dimmers shall be **Leviton Illumitech Series**, sized and type selected appropriately for load.
 - 6. General device color shall match existing. Emergency power device color shall be red only.
- D. Device Plates:
 - 1. Device plates shall have opening for device intended and shall be **Lexan**. General device color shall match existing.
 - 2. All device plates shall have a clear label with the panel and circuit number designation in black.
- E. Device Plates: Weatherproof receptacle covers shall be a corrosion resistant die cast metal, minimum 3-inch deep, flip cover with latch and with pad locking provisions.

262813 - OVER CURRENT PROTECTION DEVICES

- A. Submit Shop Drawings in accordance with the "Common Work Results" Section.
- B. Manufacturer: Bussman, Gould, Littlefuse or Brush.
- C. Fuses:

1. Motor or combination motor/branch circuit: UL listed RK-5.
2. Feeder Loads: UL listed RK-1.
3. Plug fuses shall be dual element Type S with adapter.

262816 - CIRCUIT AND MOTOR DISCONNECTS

- A. Submit Shop Drawings in accordance with the "Common Work Results for Electrical" Section.
- B. Manufacturer: Same as panelboard manufacturer.
- C. Disconnects shall be heavy duty type with Class R rejection feature when required to be fusible. Voltage rating shall be at or greater than the application voltage. Provide NEMA 3R enclosure for exterior locations. Service switches shall be UL listed for use as service equipment.

262913 – MANUAL AND MAGNETIC MOTOR CONTROLLERS

- A. Submit Shop Drawings in accordance with the "Common Work Results" Section.
- B. Manufacturer: Same as panelboard manufacturer.
- C. Unless scheduled otherwise, 3/4 horsepower or less single-phase motors shall have 1 HP rated manual toggle starters with thermal overload protection sized for the motor in accordance with NFPA 70. Provide pilot light for manual starters not in sight from motor. Units located at the exterior of the building shall be NEMA 3R rated.

265100 - LIGHTING

- A. Submit Shop Drawings in accordance with the "Common Work Results" Section.
- B. Manufacturer, model, style, color, size, etc., as scheduled. If no color has specified, provide fixture with the standard finish as published by the manufacturer. All fixtures to be supplied as complete, housing, sockets, lamp holders, internal working, wire guards, lens guards, diffusing materials or lenses, pendants, hangers, canopies, aligners, end caps, ballasts and emergency battery packs, plaster frames, recessing boxes, hold down clips, anchor bolts, etc. Install plumb and true, free of light leaks, warps, dents, and other irregularities.
- C. Support for Recessed and semi-recessed Grid-type Fixtures:
 1. All lighting fixtures shall be positively attached to the suspended ceiling system by mechanical means as specified in the National Electric Code, Section 410-36 (b) unless independently supported. The attachment device, a minimum of two per fixture, shall have a capacity of 100 percent of the lighting fixture weight acting in any direction.
 2. Support pendant-hung lighting fixtures directly from the structure above using No. 9-gage wire or an approved alternate support without using the ceiling suspension system for direct support.
 3. Lighting fixtures weighing less than 56 pounds shall have, in addition to the requirements outlined above, two No. 12-gage hangers connected from opposite corners of the fixture housing to the structure above. These wires may be slack.

4. Support lighting fixtures weighing 56 pounds or more directly from the structure above by approved hangers.
- D. Support for Suspended Fixtures: Brace pendants and rods over 48 inches long to limit swinging. Support stem-mounted, single-unit, suspended fixtures with twin-stem hangers. For continuous rows, use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of chassis, including one at each end.
- E. Surface-mounted light fixtures attached to a ceiling grid shall be attached with positive clamping devices surrounding the supporting members. Attach safety wires between the clamping device and the adjacent ceiling hanger or to the structure above.
- F. LED Modules:
1. Comply with ANSI C78.377, UL 8750, IES LM-79 and IES LM-80.
 2. CRI minimum of 80 or as scheduled.
 3. Efficacy: 60 Lumens per watt minimum for down lights and 90 lumens minimum per watt minimum for other fixture types or as schedule on the drawings.
 4. Rated life of minimum 50,000 hours minimum or as scheduled.
 5. Fully serviceable and upgradable Light Engine.
 6. Warranty: 3-year minimum for all fixture components.
- G. LED Drivers:
1. LED Driver/Power Supply: Integral high efficiency driver with power supply of 120V-277v input 60HZ. Power factor greater than 0.9 at full load. Drive current at 1000ma maximum. Class 2 power supply. Dimming utilizing 0-10V dimming control. Provide continuous flicker free dimming from 100 percent to 10 percent. The driver shall be capable of being serviced through the aperture for down light applications.
 2. Warranty: 3-year minimum for all fixture components.

DIVISION 27 - COMMUNICATIONS

270500 - TELE-DATA COMMUNICATIONS

- A. Submit Shop Drawings in accordance with DIVISION 01 requirements.
- B. Approved manufacturers:
1. Siemon
 2. ICC
 3. Leviton
 4. Ortronics
 5. Hubbell
 6. Commscope.
 7. OCC.
- C. Applicable Standards:

1. NFPA 70 – “National Electrical Code”
 2. NECA 1-2015 – “Standard for Good Workmanship in Electrical Construction”
 3. UL910 – “Standard for Safety Test for Flame-Propagation and Smoke-Density”
 4. UL 969-2017 – “Standard for Marking and Labeling Systems”
 5. TIA-569-D – “Telecommunications Pathways and Spaces”
 6. TIA-568-D – “Telecommunications Structured Cabling Standards”
 7. TIA-604 – “Fiber Optic Intermate ability Standard”
 8. TIA-607-C – “Telecommunications Bonding and Grounding for Customers Premises”
 9. TIA-526-14-B – “Optical Power Loss Measurements of Installed Multimode Fiber”
 10. TIA-606-C – “Administration Standard for Telecommunications Infrastructure”
- D. Voice/Data Workstation Rough-Ins: Provide 4-inch square, 2-1/8-inch deep 1-gang rough-in with 1-inch conduit stubbed to ceiling space with a 90-degree bend and insulated throat bushing, unless otherwise stated.
- E. Workstation Outlet Assemblies: (Modules shall be color coded for service type, faceplate/jack color same as specified in the Wiring Devices Section). See construction drawings for number of jacks.
1. Combination Voice/Data Wall Jack Assemblies: **Category 6**, T568A terminated RJ45 modules and blank modules (minimum 2) in a modular style faceplate. Faceplate shall have clear view label covers.
- F. Cables:
1. Horizontal Workstation Cabling: **Category 6** unshielded twisted pair (UTP) cable. Plenum rated cable shall be used in spaces used for air handling.
- G. Racks: Existing.
- H. Workstation Patch Panels: Workstation patch panels shall be **Category 6** in 24 port sizes with 110-Style connector terminations. Rear wire management shall also be required. Front cable managers (1U for 24-port and 2U for 48-port) shall separate Patch panels in racks. All equipment shall be selected and sized to accommodate incoming workstation cables plus 20 percent spare capacity.
- I. Patch Cords (UTP): Provide 6-foot factory terminated **Category 6** rated cables in appropriate lengths for each workstation patch panel port (used or unused). Cables shall be routed from workstation patch panels to telephone patch panel above or Owner's hub equipment below. Length shall be long enough to be routed from the workstation port through the front cable manager, through the side cable manager, through the front cable manager to the telephone patch port or Owner's hub port. Provide factory terminated Category 6 rated patch cords for each workstation jack at the user end.
- J. Workstation Wiring Installation:
1. Install cable without damaging conductors or jacket. Do not bend cable to a smaller radius than minimum recommended by manufacturer. Do not exceed manufacturer's recommended pulling tensions. Pull cables simultaneously where more than one is being installed in the same raceway or at the same location. Use pulling compound or lubricant where necessary. Compound used must not damage conductor or insulation. Use pulling

methods that will not damage cable or raceway, including fish tape, cable, rope, and wire-cable grips.

2. Wiring shall be a minimum of 48 inches from Transformers and motors \geq 5 HP and minimum of 6 inches from light fixtures.
3. Wiring Support Methods:
 - a. UTP Wiring Method: Install wiring above accessible ceilings exposed and supported to structure with Erico Cable Cat or Bline 2-inch-wide J hooks, supported to structure every 30 inches to 60 inches. Install all other wiring in EMT conduit concealed. Conceal raceway except in unfinished spaces as indicated.
4. Wiring in Communications Rooms and Cabinets: Install conductors parallel to and at right angles to walls. Bundle, lace, and train the conductors to terminal points with no excess. Use wire distribution spools at points where cables are fanned, or conductors turned. Connect conductors that are terminated, spliced, or interrupted to terminal blocks. Label each terminal with designations approved in accordance with TIA Standards.
5. Conductor Terminations: Terminate conductors of cables on terminal blocks, patch panels and devices using tools recommended by manufacturer.

K. Identification:

1. Cable/Workstation Labels: Match existing labeling scheme. Label cables within workstation outlet boxes, where accessible in cabinets or junction boxes, at rear of patch panels, at termination blocks and elsewhere as indicated. Place labels with 4 inches of cable termination point. Cable labels shall be vinyl or vinyl cloth, self-adhesive, wraparound markers with preprinted numbers and letters. Label each workstation jack on workstation faceplate under clear view covers with preprinted label.
2. Patch Panel Labeling: Label each workstation panel with self-adhesive preprinted single letter designation (01 through 24). Label patch panels used as a patch to telephone cross connect blocks as "Telephone Patch." If more than one telephone patch panel, include designation. Example: Telephone Patch 02.

L. Field Quality Control:

1. Testing Agency: Provide a qualified NRTL, BICSI certified testing agency to perform tests and inspections.
2. Perform tests and inspections as follows:
 - a. Visually inspect UTP cable jacket materials for NRTL certification markings. Inspect cabling terminations in communications equipment rooms for compliance with color-coding for pin assignments, and inspect cabling connections for compliance with TIA-568-D.
 - b. Visually confirm **Category 6**, marking of outlets, cover plates, outlet/connectors, and patch panels.
 - c. Visually inspect cable placement, cable termination, grounding and bonding, equipment, and patch cords, and labeling of all components.
 - d. UTP Performance Tests: Test for each outlet and multi-user outlet assembly. Perform the following tests in accordance with TIA-568-0. D.

3. Retesting: Correct deficiencies indicated by tests and completely retest work affected by such deficiencies. Verify that the total system meets the Specifications and complies with applicable standards. Contractor will be reimbursed for replacement of existing cable upon approval of engineer.
4. Report of Tests and Inspections: Prepare a written record of inspections, tests, and detailed test results in the form of a test log. All tests (pass and failed) shall be submitted in native format of the tester being used. Retested links shall be identified as retest when corrected. Names of technicians performing tests shall be reported in the test report.

M. Commissioning:

1. Acceptance: This is to be a certified TIA 568 **Category 6** Data System. Submit system certificates prior to final acceptance.

END OF SECTION

INVITATION FOR BID YELLOWSTONE COUNTY, METRAPARK WEST CONCESSIONS

Notice is hereby given that the Board of County Commissioners of Yellowstone County, Montana is currently soliciting bids from interested parties for construction of two concessions areas in the First Interstate Bank Arena. New concession area on the Concourse Level West Side, and Arena Floor Level West Side. The MetraPark campus is located at 308 6th Avenue North, Billings, MT; this includes the cost of all materials, permits, labor and equipment necessary to complete the project.

All proposals must be labeled "METRAPARK WEST CONCESSIONS" and mailed with 5 copies (1 original and 4 copies) to the Board of County Commissioners, PO Box 35000, Billings, MT 59107 or delivered to their office, Room 3101, located on the 3rd floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101. Bids must be received no later than 3:00 p.m. April 15th, 2024. All bids received by this time and date will be opened and acknowledged at 9:30 a.m. April 16th, 2024, in the Commissioners Boardroom, Room 3108, located on the 3rd floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101. Bids received after the aforementioned time and date will not be considered.

In order to ensure prospective vendors, have a complete understanding of the project, a Pre-Bid Meeting will be held at 1:00 p.m. on March 27th, 2024, at the 1st Interstate Arena 308 6th Avenue North, Billings, MT 59101. Meeting assembly location will be the Main Lobby Box Office of the First Interstate Arena. Representatives of Cushing Terrell Architecture, MetraPark and Yellowstone County will be in attendance.

All bids must include a Bid Security in an amount equal to ten percent (10%) of the total bid. The security may consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security. All bonds of the unsuccessful bidders will be returned within 10 days of the signing of a contract with the successful bidder.

The successful bidder will be required to provide the County with a performance bond and labor and materials bond, both for 100% of the contract amount, within ten days of the execution of the contract and prior to starting any work on the project. The selected Contractor

will also be required to provide a copy of their commercial liability insurance certificate and workers compensation coverage prior to beginning the project.

A 5% retainage fee will be withheld from all progress payments made to the successful bidder. The fee will be returned to the contractor upon completion of the project and acceptance of the project by the County. The successful bidder will be required to pay the State of Montana a sum equal to 1% of the gross receipts from the public contract. The County will withhold this amount and forward it to the State of Montana.

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the bidding process.

No bid may be withdrawn for at least 45 days after the scheduled deadline time for receipt of the bids.

The successful bidder will be required to submit plans to the State of Montana as the MetraPark Campus is a County property not a city jurisdiction.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages for Building Construction 2023. Those directives are as follows:

- (1) The contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. The current schedules are available at the State of Montana website. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.
- (2) each contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and
- (3) Each contractor is required to post a statement of all wages and fringe benefits in compliance with 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

- (4) The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, and Part 4 of the Montana Code Annotated.

The successful bidder will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

All Montana laws pertaining to resident bidders, both state and county, will be adhered to if applicable.

The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the CONTRACTOR subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

INSURANCE REQUIREMENTS

CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this project at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the project. In addition, Contractor will furnish to Yellowstone County, a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County, are named as an additional insured under the Contractors insurance policy for this project. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County, from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated there with (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this project. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

The Board of County Commissioners will award the contract resulting from this Invitation to Bid to the lowest and best responsible bidder. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

Information regarding Project specifications Information please contact Jeff Rupp @ Cushing Terrell; jeffrupp@cushingterrell.com. Questions related to the bidding procedure should be emailed to jmatteson@yellowstonecountymt.gov

Done by order of the Board of County Commissioners, Yellowstone County, Montana this 19th day of March 2024.

Board of County Commissioners
Yellowstone County, Montana

John Ostlund
Chair

Attest:

Jeff Martin
Clerk and Recorder

BID SHEET

Metra Northeast Concessions Renovations

BASE BID

Numerical \$ _____

Written _____

Alternative #1 – Solid Surface Countertops

\$ _____

Alternative #2 – Larger Exterior Concessions Countertops

\$ _____

Expected Start Date _____

Expected Completion Date _____

CHECK LIST

Please be sure you have completed the following prior to submitting your bid.

1. Read and understand the specifications.
2. Enclosed a ten (10) percent bid security.
3. Made yourself familiar with any State laws that pertain to the bid
4. Asked and received any answers to any questions regarding the bid procedure, specifications or general information.
5. Addressed and mailed or delivered your bid to be received at the correct address by the time and date indicated in the Invitation to Bid.

END OF IFB

B.O.C.C. Regular

2. g.

Meeting Date: 03/19/2024

Title: Facilities Contract - Montana Sprinkler Service- Yellowstone County Museum Lawn Maintenance

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Facilities Contract with Montana Sprinkler Service for Yellowstone County Museum Lawn Maintenance

BACKGROUND:

Contract with Montana Sprinkler Service for Lawn Service and hourly charges for seasonal fertilizer, underground sprinkler service, power raking, and aeration for the Yellowstone County Museum. The service was anticipated and included on the FY24 Facilities Repair & Maintenance Budget (2360.000.145.4960452.360).

RECOMMENDED ACTION:

Approve and sign the contract and return a copy to Finance

Attachments

Facilities Contract YC Museum Lawn Care

Insurance Certificates - MT Sprinkler

Montana Sprinkler Service, Inc.

1708 Caroline St Billings, MT. 59105
 406 252-9404 406 248-4994(fax)

Yellowstone County Museum
 P.O. Box 35005
 Billings, MT. 59107

RE: 1950 Terminal Circle

BID FOR 2024 LAWN SEASON
 April 01, 2024 through October 31, 2024(weather permitting)

Weekly Mowing services include:

- Lawn mowing – bi-weekly: West side of hill only: haul-off or mulching of grass clippings
- Blowing any grass clippings from sidewalks, driveways, & patios
- String trimming (Every other week) Charge per time: \$ 75.00

Additional Services Available:

- Spring Clean-up Charge per time: \$ N/A
- Fall Clean-up Charge per time: \$ N/A
- Additional weekly mowing Charge per time: \$ 75.00
- Power Raking Charge: \$ 120.00

• **Fertilizer Services Include:**

- 5 Seasonal Applications: 3 spray fertilizer & weed killer applications, and 2 dry fertilizer applications Charge per application: \$ 38.00
 - Custom fertilizer program available choose steps 1 – 5 Charge per application: \$ 42.00
- Step 1 Step 2 Step 3 Step 4 Step 5

Sprinkler Services Available:

- Sprinkler turn-on (parts extra) Charge: \$ 80.00
- Sprinkler blowout Charge: \$ 80.00
- Monthly sprinkler maintenance:
 - 1 service call every 4 weeks (parts extra) Charge: \$80.00 per hour
 - 1 service call every 2 weeks (parts extra) Charge: \$75.00 per hour
- Regular sprinkler maintenance:
 - On-call basis, appointments as available (parts extra) Charge: \$80.00 per hour

Aeration, Yard Clean-up & Pruning

- Aeration: Spring Charge per time: \$ 46.00
- Pruning shrubs & bushes 7' and under: Spring Charge per time: N/A
- Aeration: Fall Charge per time: \$ 46.00
- Pruning shrubs and bushes 7' and under: Fall Charge per time: N/A

Payment options:

- As services are performed
- Monthly(during the season)
- Payments extended over a 12 month period

This contract will remain in effect for the above stated season: April 1, 2024 through October 31, 2024 between Montana Sprinkler Service, Inc. and Yellowstone County Museum and can be cancelled at any time by either party by providing a 30 day written notice of intent to terminate.

Please mark the appropriate boxes for approved services, sign below and return by March 15, 2024

Authorized Signature

Customer Name

Date

Sharon Bowers

Authorized Signature
Montana Sprinkler Service, Inc.

3-1-24

Date

THANK YOU FOR YOUR BUSINESS !



MONTSPR-01

CFEENEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Billings Office Marsh McLennan Agency LLC P.O. Box 30638 Billings, MT 59107-0638	CONTACT NAME: Celine Feeny PHONE (A/C, No, Ext): (406) 794-0145 FAX (A/C, No): E-MAIL ADDRESS: Celine.Feeney@MarshMMA.com														
INSURED Montana Sprinkler Service, Inc. David & Sharon Bowers, Individually 1708 Caroline Street Billings, MT 59105-4811	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Cincinnati Casualty Company</td> <td>28665</td> </tr> <tr> <td>INSURER B : Montana State Fund</td> <td>15819</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Casualty Company	28665	INSURER B : Montana State Fund	15819	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			EPP 0154118	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0154118	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NF) Y / N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	030921076	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Yellowstone County, Montana Stillwater Building, 3rd Floor 316 N. 26th Street Billings, MT 59101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

B.O.C.C. Regular

2. h.

Meeting Date: 03/19/2024

Title: MetraPark Recommendation of Award to Bruco, Inc. for Ride-On Floor Scrubber/Sweeper

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

MetraPark Recommendation of Award to Bruco, Inc for Ride-On Scrubber/Sweeper

BACKGROUND:

An Invitation for Bids was released on January 16th, 2024 for a Ride-On Scrubber/Sweeper. Bids were due by 5:00 p.m. March 4th, 2024, and opened, read aloud, and referred to committee for recommendation. The committee has reviewed the bids and recommends awarding the project to the low bidder, Bruco, Inc. with a bid of \$78,728.18. The purchase was anticipated and included in the FY24 approved budget under the Metra CIP account (5811.000.552.460442.940).

RECOMMENDED ACTION:

Approve the Recommendation and return a copy to Finance

Attachments

Bruco Scubber/Sweeper Bid 03-2024

Recommendation of Award Bruco, Inc Scrubber/Sweeper

YELLOWSTONE COUNTY BID TABULATION FORM

Department: Metra

Date: March 5, 2024

Project: Ride-On Floor Scrubber/Sweeper

Vendor Name	Bid Bond	Lump Sum			
Bruco, Inc. 2525 Overland Avenue, Billings, MT 59102	Cashier's Check	\$78,728.18			
Hillyard, Inc.	X	\$95,595.50			



BRUCO, INC.
 2525 Overland Ave.
 Billings, MT 59102
 406-652-1020
 FAX:406-652-8872

Quotation
 Page 1 of 1

YELLOWSTONE COUNTY - METRA
 308 6th Ave. North.
 Billings MT 59101

Date 28-Feb-2024 Valid Until 31-Mar-2024
 Salesman 99 Quote 423024
 Terms Net 15

Merch Total	\$78,728.18
Taxable Sales	\$78,728.18
Tax	\$0.00
Fuel Surcharge	\$0.00
Ship/Handling	\$0.00
Ppd Deposit	\$0.00
Total	\$78,728.18

Description	Item Code	Quantity	Price	Amount
M17 Sweeper Scrubber 48" Scrub Path, 67" Sweep Path S/N:		1	78,728.18	\$78,728.18

INCLUDES:

Cylindrical or Disc Scrubbing,
 LP Engine, Adjustable seat &
 steering wheel, LED Headlights
 Equipment Delivery Charge
 Equipment Delivery Charge
 Equipment Install/Training 1hr
 Equipment Install/Training 1hr
 ProMark Planned Maintenance
 Visit
 ProMark Planned Maintenance
 Visit

Equipment Delivery Charge	575536	1	299.00	\$299.00
Equipment Delivery Charge	575536	-1	299.00	(\$299.00)
Equipment Install/Training 1hr	575535	2	120.00	\$240.00
Equipment Install/Training 1hr	575535	-2	120.00	(\$240.00)
ProMark Planned Maintenance Visit	575568	1	550.00	\$550.00
ProMark Planned Maintenance Visit	575568	-1	550.00	(\$550.00)



REINVENT HOW THE WORLD CLEANS



M17

Battery Sweeper-Scrubber

An innovative, high-performance battery sweeper-scrubber focused on delivering customized solutions to meet customer needs. The M17 cleans effectively in just one pass, enhances indoor air quality, and improves operator and supervisor experience, all in one machine!

Available technologies



ec-H2O™ technology



Pro-Panel™ LCD Touch Screen or Touch-n-Go™ control module



IRIS® Asset Manager



ES® Extended Scrubbing



High capacity battery power sources

Engineered for **productivity**



- 1. Touch-n-Go™ control module with 1-Step™ start button** allows operators quick access to settings without removing hands from the steering wheel. Also available with optional Pro-Panel™ technology.
- 2. Powered high dump** eliminates the need to manually handle debris and enables you to place larger debris into the hopper for later disposal.
- 3. Recovery tank access step** allows easy access to inspect and clean the recovery tank.

- 4. Revolutionary patent-pending water trap** helps reduce spills and dripping by providing unrestricted airflow and captures moisture left in the recovery hose on shutdown.
- 5. Swinging squeegee provides** excellent water recovery to help reduce the risk of slips and falls.
- 6. Large battery capacity options extend** runtime for increased productivity.

Optional Accessories



Pressure washer delivers a powerful spray to clean tough soils.



FOPS certified overhead guard protects operators from falling objects.

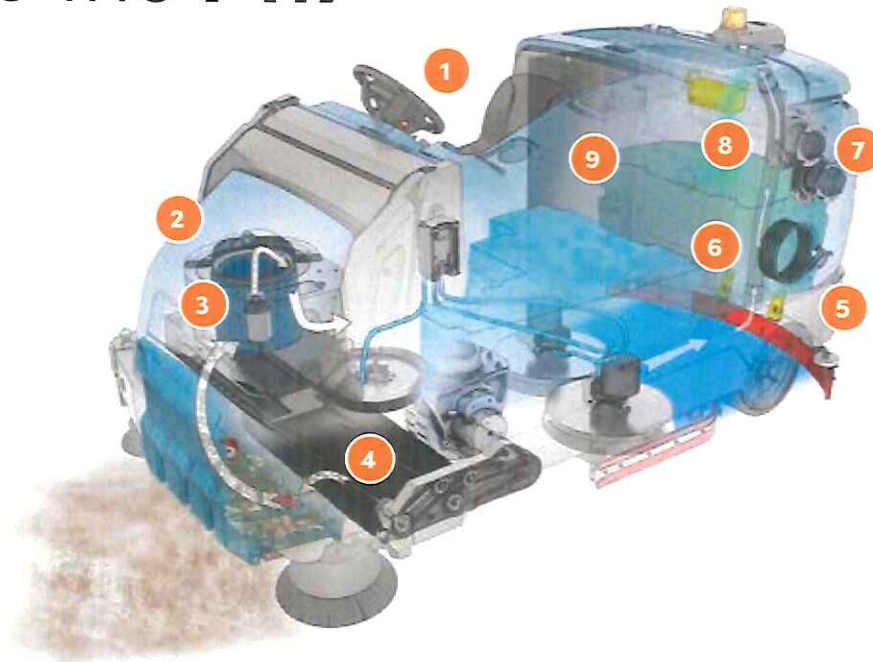


Rear squeegee protection kit helps prevent squeegee damage.



Live vacuum wand for quickly picking up miscellaneous debris like shrink wrap.

Inside the M17



- 1. Forward operating position** improves operator safety and visibility.
- 2. Full front shroud** ensures operator leg and foot protection.
- 3. Two-stage dust control system** featuring the ShakeMax™ filter shaker maintains air quality by containing dust generated during the sweeping process.
- 4. DFS™ Dual Force Sweeping** technology easily captures larger, heavier debris as well as pallet chips less than 6" long with 2.5 ft³ hopper. Optional Direct Throw sweeping system picks up longer pallet chips and finer debris like dust and sand.
- 5. Wraparound steel bumper** helps protect your investment.
- 6. Yellow touch points** save time and ensure proper maintenance.
- 7. Dual vacuum fans** with corrosion-resistant impeller design for long life.
- 8. Debris basket** keeps material out of the recovery tank and prevents clogging.
- 9. Solution tank surroundings** are engineered to provide maximum visibility, expanding sightlines to the left-hand sweeping side brush.

Get the performance you need

The M17 sweeper-scrubber delivers consistent cleaning results in even the toughest environments with effective sweeping, scrubbing, and edge-cleaning capabilities.



Scrubbing side brush for increased edge reach and 20% wider path



Cylindrical scrub head for scrubbing on rough floor surfaces



Dual sweeping side brushes ensure entire scrub path is swept

April 19th, 2024

Recommendation of Award

MetraPark Ride-On Floor Scrubber/Sweeper

An Invitation for Bid was released on January 16th, 2024 for a ride-on floor scrubber/sweeper. Bids were due by 5:00 p.m. March 4th, 2024. Bids were opened on the March 5th, 2024 Board of County Commissioners regular board meeting. Two bids were received with Bruco, Inc, submitting the lowest bid of \$78,728.18. Bids were reviewed by committee and it is the Committee's recommendation to award the bid to Bruco, Inc.

B.O.C.C. Regular

2. i.

Meeting Date: 03/19/2024

Title: MetraPark Recommendation of Award to Hillyard, Inc. for Ride-On Floor Scrubber

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

MetraPark Recommendation of Award to Hillyard, Inc. for Ride-On Floor Scrubber

BACKGROUND:

An Invitation for Bids was released on January 16th, 2024 for a Ride-On Floor Scrubber. Bids were due by 5:00 p.m. March 4th, 2024, and opened, read aloud, and referred to committee for recommendation. The committee has reviewed the bids and recommends awarding the project to the low bidder, Hillard, Inc. with a bid of \$17,713.53. The purchase was anticipated and included in the FY24 approved budget under the Metra CIP account (5811.000.552.460442.940).

RECOMMENDED ACTION:

Approve the recommendation and return a copy to Finance

Attachments

Metra Ride On Floor Scrubber Bids

Metra Recommendation of Award Floor Scrubber 03-2024

April 19th, 2024

Recommendation of Award

MetraPark Ride-On Floor Scrubber

An Invitation for Bid was released on January 16th, 2024 for a small ride-on floor scrubber. Bids were due by 5:00 p.m. March 4th, 2024. Bids were opened on the March 5th, 2024 Board of County Commissioners regular board meeting. Two bids were received with Hillyard, Inc, submitting the lowest bid of \$17,713.53. Bids were reviewed by committee and it is the Committee's recommendation to award the bid to Hillyard, Inc.

B.O.C.C. Regular

2. j.

Meeting Date: 03/19/2024

Title: Public Notice of Intent to Cancel Checks

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Intent to Cancel Old Warrants on 6/30/24 for Checks over 8 Years Old

BACKGROUND:

Outstanding warrants 8 years and older are to be cancelled 6/30/24, as payees have been notified for those over \$50.00 and the county never received a response. The county will run a public notice and the outstanding check listing has been posted on the county website under the Finance Department.

RECOMMENDED ACTION:

Move to cancel outstanding warrants 8 years and older on June 30th after Public Notice has been posted March 22nd 2024 and March 29th 2024.

Attachments

Public Notice - Intent to Cancel Checks

List of Checks Intending to be Cancelled on June 30, 2024

PUBLIC NOTICE

March 14, 2024

Public notice is hereby given that on June 30, 2024 Yellowstone County intends to cancel old checks 8 years and older. To see a complete listing of the uncashed checks go to <https://www.yellowstonecountymt.gov/finance/> and click on the 'Checks Intended to be Cancelled' link.

Publish Notices:

March 22nd, 2024

March 29th, 2024

The following warrants are to be cancelled in accordance with State Statute, due to being eight or more years outstanding. All warrants \$50.00 and over were sent letters and the county never received a response.

Checks will be cancelled June 30, 2024 unless the payee files documentation to replace the check BY June 15, 2024.

For more information please contact Anna @ 406-256-2783 (aullom@yellowstonecountymt.gov)

Sorted by Last Name or Company name.

Check #	Date	Payee	Amount
454631	1/12/2016	ALAMO TITLE COMPANY	\$ 7.00
44598	8/24/2015	ANDERSON, BETTY	\$ 10.00
18318	8/25/2015	ANDERSON, BETTY	\$ 80.00
913759	4/21/2016	ANDERSON, JAMIE ALENE	\$ 25.50
450475	8/4/2015	ANKRUM, BRIAN	\$ 19.48
456134	3/15/2016	ANTHONY, CLARENCE	\$ 2.48
45039	9/2/2015	ARCHAMBAULT, AUSTIN	\$ 4.00
45041	9/2/2015	BARBEAU, KYLIE	\$ 4.00
45042	9/2/2015	BARBEAU, TREVOR	\$ 7.00
912739	11/25/2015	BARNES, KAY	\$ 14.30
912243	9/30/2015	BAUER, DAVID E	\$ 23.50
913135	12/30/2015	BAUMGARTNER, DARREL DUANE	\$ 10.00
913814	4/29/2016	BECK, CHELSEY JEAN	\$ 16.32
913445	3/16/2016	BECKERLEY, RICK	\$ 10.00
836940	11/6/2015	BENNER, SHAWNA M	\$ 82.43
913761	4/21/2016	BENSON, JENNIFER LYNN	\$ 15.24
45047	9/2/2015	BENTANCOURT, SHENIECE	\$ 2.00
45052	9/2/2015	BIG FIRE, WAKAJA	\$ 3.00
45054	9/2/2015	BIRTHMARK, JASMINE	\$ 2.00
912842	12/15/2015	BOROWICK, JACOB	\$ 12.00
44992	9/2/2015	BOYCE, CODY	\$ 75.00
912091	8/31/2015	BOYD, MICHAEL W	\$ 27.53
912141	9/18/2015	BRAY, KENNETH	\$ 21.78
45060	9/2/2015	BRIEN, LATHIAS	\$ 2.00
914008	5/31/2016	BROWN, SAVANNAH JANELLE	\$ 13.08
913023	12/29/2015	BUCKHOUSE, NATHANIEL AUGUST	\$ 17.75
912248	9/30/2015	BURY, ASHLEY NICOLE	\$ 14.88
912441	10/29/2015	CARLSON, JOHN	\$ 191.10
912094	8/31/2015	CEDERBERG, DRU A	\$ 12.00
45072	9/2/2015	CENTER, WILLIS	\$ 2.00
44501	8/12/2015	CHECKERED FLAG	\$ 25.00
44515	8/12/2015	CHECKERED FLAG BBQ	\$ 25.00
914012	5/31/2016	COLBRESE, MICHELLE M	\$ 17.94
911937	7/28/2015	COLE, ANDREW J	\$ 15.45
913458	3/18/2016	COOK, STEPHANIE	\$ 20.10
451721	9/15/2015	CORE CONSULTING LLC	\$ 2.00
45075	9/2/2015	CRAZYMULE, KENNETH	\$ 2.00
912846	12/15/2015	DAVIS, CHRISTOPHER	\$ 17.75
450864	8/11/2015	DEIGERT, JOSEPH	\$ 5.00
44645	8/24/2015	DENNIS, TUCKER	\$ 12.00
913349	2/26/2016	DEVITT, RUBY	\$ 20.10
913968	5/27/2016	DEYLE, RACHAEL LYNN	\$ 14.70
911939	7/28/2015	DICKSON, MATTHEW	\$ 17.75
44754	8/31/2015	DVORAK, HEATHER	\$ 3.00
44755	8/31/2015	DVORAK, VALERIE	\$ 7.00
45080	9/2/2015	EAGLE FEATHERS, DANA	\$ 2.00
913278	1/28/2016	EBERT, DEBRA R	\$ 12.00
912532	10/29/2015	EVANKOVICH, DARLA LYNN	\$ 17.75

Check #	Date	Payee	Amount
45630	9/9/2015	FFA, FERGUS	\$ 4.00
45089	9/2/2015	FIRE BEAR, SARA	\$ 4.00
45090	9/2/2015	FISHER, KEYON	\$ 2.00
836521	9/22/2015	FOWLER, JOHNATHAN A	\$ 30.40
45327	9/9/2015	GEEHAN, KAITLYN	\$ 4.00
45641	9/9/2015	GEEHAN, KAITLYN	\$ 11.00
45093	9/2/2015	GIBBS, ABBY	\$ 25.00
45094	9/2/2015	GIBBS, ALICE	\$ 11.00
45095	9/2/2015	GIBBS, DAVID	\$ 13.00
45096	9/2/2015	GIBBS, DONOVAN	\$ 16.00
45098	9/2/2015	GLENMORE, RYAN	\$ 2.00
45100	9/2/2015	GOOD LUCK, ESAUN	\$ 2.00
912695	11/25/2015	GOODSON, AMANDA LYNDELL	\$ 15.45
912325	10/2/2015	GREEN, JESSICA	\$ 10.00
912067	8/31/2015	GUERRERO, BERNARDO ADRIAN	\$ 15.45
44765	8/31/2015	GUSTAFSON, PAMELA	\$ 4.00
914062	6/15/2016	HANSON, KRISTA	\$ 10.00
912535	10/29/2015	HARCHARIK, SCOTT	\$ 15.45
912035	8/31/2015	HAZEN, STACY	\$ 16.60
837728	2/8/2016	HERMAN, SHELLEY S.	\$ 32.90
913562	3/22/2016	HOBBS, LARRY GLEN	\$ 13.62
913098	12/30/2015	HOCEVAR, AMANDA LYNNE	\$ 15.45
911951	7/28/2015	HOYER, JOHN W	\$ 23.50
913467	3/18/2016	INES, ELIZABETH B	\$ 17.94
913048	12/29/2015	ISZLER, DONALD ALBERT	\$ 15.45
45120	9/2/2015	JANIS, ALAN	\$ 3.00
45121	9/2/2015	JIMMERSON, GRIFFIN	\$ 3.00
913133	12/30/2015	JOHNSON, BRANDY LYNN	\$ 10.00
913885	4/29/2016	JOHNSON, ELAINE	\$ 14.70
912352	10/27/2015	JOHNSON, JAMES VINCENT	\$ 23.50
913886	4/29/2016	JOHNSON, JEREMY ALLAN	\$ 18.48
45062	9/2/2015	JOSEPH BROWN, JR.	\$ 3.00
912864	12/15/2015	JUNG, CORNELIA	\$ 35.00
836819	10/22/2015	JUSTICE, WILLIAM M	\$ 78.96
912278	9/30/2015	KELLER, JOSEPH E	\$ 12.00
913570	3/22/2016	KERSTEN, JON A	\$ 17.40
913571	3/22/2016	KIBLER, MELISSA M	\$ 14.70
45125	9/2/2015	KILLSONTOP, ARYAS	\$ 2.00
44782	8/31/2015	KLEIN, MARILYN	\$ 9.00
44873	8/31/2015	KNOCK, CAL	\$ 4.00
912282	9/30/2015	KOBER, VIOLET	\$ 14.30
912638	11/3/2015	KOVIS, HEATHER MARIE	\$ 12.00
913516	3/22/2016	KRAMER, JACOB D	\$ 18.48
912592	10/29/2015	KRISTJANSON, JON	\$ 21.20
912928	12/15/2015	KROFT, NICOLE S	\$ 32.13
451506	9/8/2015	KRUSE, FRANK.	\$ 27.53
912977	12/15/2015	LABBE, RICHARD	\$ 95.70
45721	9/9/2015	LAMERE, EMILY	\$ 29.50
45386	9/9/2015	LAMESE, EMILY	\$ 20.00
911997	7/28/2015	LAMPERT, JIMMIE S	\$ 28.10
449709	7/7/2015	LANGE, TRAVIS	\$ 15.75
913173	1/28/2016	LARA, MICHAEL W	\$ 14.70
45392	9/9/2015	LAVELY, AIDAN	\$ 36.00
45393	9/9/2015	LAVELY, ELIJAH	\$ 20.00
456729	4/12/2016	LEE, BRIAN	\$ 19.72
913371	2/26/2016	LEE, DONALD R	\$ 13.08
44697	8/24/2015	LEIVESTAD, JUNE	\$ 21.00
44879	8/31/2015	LIGOCKI, MIKE	\$ 4.00
45130	9/2/2015	LIMBERHAND, BLAINE	\$ 7.00

Check #	Date	Payee	Amount
45133	9/2/2015	LIMPY, SHELDON	\$ 4.00
45135	9/2/2015	LITTLE BIRD, ANNANDA	\$ 10.00
45136	9/2/2015	LITTLE BIRD, ARIANN	\$ 3.00
45138	9/2/2015	LITTLE COYOTE, ISLAND	\$ 5.00
45139	9/2/2015	LITTLE COYOTE, MICHAEL	\$ 8.00
45141	9/2/2015	LITTLE WHITEMAN, CACTUS	\$ 3.00
44920	8/31/2015	LOPEZ, MARIENNA	\$ 2.00
911908	7/28/2015	LORAN, KERRY	\$ 13.15
45144	9/2/2015	LOWE, ELLIE	\$ 4.00
913775	4/21/2016	LYNCH, DENNIS JOHN	\$ 16.32
912807	11/25/2015	MADRID, JESUS VINCENT	\$ 13.15
451136	8/25/2015	MANDELLA FAMILY LIVING REVOCABLE TRUST	\$ 29.82
913676	3/31/2016	MANFULL, ARLO D	\$ 19.56
912164	9/18/2015	MANWEILER, KIERSTEN	\$ 15.45
455011	1/26/2016	MARTINSON, MELISSA	\$ 20.50
913406	2/29/2016	MAWYER, BRYANT	\$ 15.78
913180	1/28/2016	MAY, DON	\$ 16.32
45155	9/2/2015	MCCONNELL, DYLAN	\$ 3.00
45156	9/2/2015	MCMANUS, IRA	\$ 6.00
912363	10/27/2015	MEIDINGER, JAIME L	\$ 13.15
45417	9/9/2015	MILHEIM, FRANCISCO	\$ 4.00
913186	1/28/2016	MINCH, ALEX	\$ 17.40
45425	9/9/2015	MORAN, CASSANDRA	\$ 12.00
45763	9/9/2015	MORAN, CASSIE	\$ 15.00
911912	7/28/2015	MORAN, RICHARD JON	\$ 20.63
912413	10/27/2015	MOREY, JESSICA	\$ 61.50
45169	9/2/2015	MORIN, ROY	\$ 10.00
45777	9/9/2015	NATION, ADELLE	\$ 10.00
45174	9/2/2015	NELSON, BRIANNA	\$ 3.00
45785	9/9/2015	NOLLMEYER, TODD	\$ 20.00
45178	9/2/2015	NUNEZ, JESSICA	\$ 2.00
45180	9/2/2015	ODONNELL, BRENNAN	\$ 15.00
45181	9/2/2015	OGLE, JAMES XANDER	\$ 4.00
913233	1/28/2016	OLSON, DAVID H	\$ 52.16
44892	8/31/2015	OTT, CINDY	\$ 11.00
913678	3/31/2016	OWEN, KARRIE ELIZABETH	\$ 22.80
44893	8/31/2015	PAUL, DOC	\$ 10.00
913896	4/29/2016	PETERS, JASON JOHN	\$ 26.62
45190	9/2/2015	PINE, TEIXEIRA	\$ 3.00
912221	9/30/2015	PIRTZ, JAMES A	\$ 14.88
455985	3/8/2016	PLUHAR, LARON	\$ 14.96
913848	4/29/2016	POPE, JAMES	\$ 12.00
451144	8/25/2015	PRICE, SIERRA	\$ 13.45
451001	8/18/2015	PRILL, CHRISTINE	\$ 35.35
45451	9/9/2015	PUDERBAUGH, SHELBEЕ	\$ 10.00
44815	8/31/2015	QUAGLIA, MUR	\$ 4.00
913376	2/26/2016	QUANDT, JOHN G	\$ 107.40
45802	9/9/2015	RADECKI, JACOB	\$ 10.00
45453	9/9/2015	RAE, OWEN	\$ 24.00
45804	9/9/2015	RAE, OWEN	\$ 246.50
45454	9/9/2015	RASMUSSEN, EMMARAE	\$ 2.00
44897	8/31/2015	RATCLIFF, MARK	\$ 3.00
45193	9/2/2015	RED ROBE, SYLVIA	\$ 9.00
45194	9/2/2015	REHKLAU, CLAIRE	\$ 7.00
45195	9/2/2015	REHKLAU, NATALIE	\$ 4.00
911966	7/28/2015	REITER, ASHLEY MARIE	\$ 20.63
912416	10/27/2015	REYNA, NICHOLAS	\$ 12.58
45198	9/2/2015	RICHARD, EVA	\$ 26.00
914045	5/31/2016	RICKARD, SCOTT	\$ 18.48

Check #	Date	Payee	Amount
44898	8/31/2015	RIDLEY, MARCI	\$ 8.00
45199	9/2/2015	RISDON-COLE, CHEYENNE	\$ 3.00
912819	11/25/2015	ROBERTSON, SHERRY A	\$ 21.20
913635	3/22/2016	ROE, JAMIE M	\$ 17.40
913379	2/26/2016	ROLLER, DEAN A	\$ 15.24
835306	7/7/2015	SCHWARTZ, SHERYL	\$ 9.63
912177	9/18/2015	SCHWARTZ, STEFANI	\$ 18.90
45831	9/9/2015	SIEWERT, JACOB	\$ 12.00
914099	6/30/2016	SKAU, MAUREEN	\$ 19.56
45544	9/9/2015	SLEEPING GIANTS 4-H CLUB	\$ 15.00
453532	11/24/2015	SOLBERG, ANGIE	\$ 17.75
913998	5/27/2016	SOUTHWELL, MARY GRZANIC	\$ 13.62
913002	12/15/2015	SQUIRES, GARY M	\$ 18.90
44832	8/31/2015	STARR, BECKY	\$ 1.00
451493	9/8/2015	SUAZO, JOSE	\$ 21.20
913246	1/28/2016	SUNDSETH, LANA EKLUND	\$ 16.32
45225	9/2/2015	SWANK, DALLEN	\$ 7.00
45226	9/2/2015	SWANK, DOUGLAS	\$ 3.00
45232	9/2/2015	TALL BULL, CHEY	\$ 8.00
45233	9/2/2015	TALL BULL, ROMEO	\$ 4.00
45234	9/2/2015	TANG, MIA	\$ 3.00
44633	8/24/2015	TATSAKRON, DANIELLE	\$ 5.00
45507	9/9/2015	THATCHER, REATA	\$ 8.00
45236	9/2/2015	THOMPSON, MARY	\$ 5.00
45237	9/2/2015	THREE FINGERS, JOYCEE	\$ 5.00
912311	9/30/2015	THURMAN, SONDRAL	\$ 14.30
913906	4/29/2016	TOLAND, MIKE	\$ 17.40
911976	7/28/2015	TOMAT, BARBARA SUSANA	\$ 20.05
449742	7/7/2015	TRYAN, GORDON	\$ 12.30
45241	9/2/2015	TWO MOONS, TIANNA	\$ 12.00
450912	8/11/2015	VALLEY BANK OF HELENA	\$ 7.00
913138	12/30/2015	VANDENBOSCH, NATHAN DEAN	\$ 10.00
913490	3/18/2016	WAGNER, JOSH	\$ 14.70
912184	9/18/2015	WALKINGEAGLE, SHERRY LYNN	\$ 16.60
45518	9/9/2015	WARFORD, DAMIEN	\$ 10.00
45875	9/9/2015	WARFORD, DAMIEN	\$ 49.00
913118	12/30/2015	WEBER, JEANNE	\$ 14.88
913541	3/22/2016	WEBER, PAMELA R	\$ 23.88
45249	9/2/2015	WELCH, ERIC	\$ 3.00
457778	5/24/2016	WELLS FARGO BANK.....	\$ 7.00
912561	10/29/2015	WEST, BEVERLY	\$ 13.15
45522	9/9/2015	WEST, CRYSTAL JR.	\$ 4.00
45891	10/21/2015	WEST, CRYSTAL JR.	\$ 4.00
913492	3/18/2016	WHITAKER, ANGELA O	\$ 17.40
45254	9/2/2015	WHITE HAWK, ASPEN	\$ 2.00
45253	9/2/2015	WHITE, RAMIAH	\$ 2.00
44849	8/31/2015	WHITMUS, ANNA MAE	\$ 4.00
912315	9/30/2015	WHITTENBERG, DONALD EUGENE	\$ 18.90
458965	6/28/2016	WIEGAND, KAYBUL	\$ 36.00
451013	8/18/2015	WILLHITE, KATHLEEN	\$ 14.88
912787	11/25/2015	WILSON, BAILEY KAY	\$ 13.15
911978	7/28/2015	WRIGHT, TAMMIE	\$ 18.33
914113	6/30/2016	YOUNG, PAMELA ANNE	\$ 17.40
838692	5/23/2016	ZINNE, WAYNE W	\$ 2.30
912389	10/27/2015	ZORMEIR, JONATHAN ROBERT	\$ 12.00

B.O.C.C. Regular

2. k.

Meeting Date: 03/19/2024

Title: Public Notice of Intent to Send Unclaimed Property to the State

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Intent to Send Unclaimed Property to the State of Montana

BACKGROUND:

Outstanding warrants that are considered Unclaimed Property, that have gone through the required dormancy period per the Montana Department of Revenue, where the County has made the attempt to notify the payees for those amounts \$50.00+ and never received a response, will be remitted to the State by 11/1/24. The county will run a public notice, and the outstanding check listing for Unclaimed Property has been posted on the county website under the Finance Department.

RECOMMENDED ACTION:

Move to send unclaimed property to the State by November 1st 2024 after Public Notice has been posted March 22nd 2024 and March 29th 2024.

Attachments

Public Notice - Intent to Send Unclaimed Property to State

List of Checks Intending to be sent to State on November 1, 2024

PUBLIC NOTICE

March 14, 2024

Public notice is hereby given that on November 1, 2024 Yellowstone County intends to remit unclaimed property to the State of Montana. To see a complete listing of the uncashed checks go to <https://www.yellowstonecountymt.gov/finance/> and click on the 'Checks Intended to be Sent to State Unclaimed Property' link.

Publish Notices:

March 22nd, 2024

March 29th, 2024

The following warrants are to be cancelled in accordance with State Statute. All warrants \$50.00 and over were sent letters and the county never received a response. Checks will be sent to Montana Department of Revenue Unclaimed Property Department (tap.dor.mt.gov) on October 31, 2024 unless the payee files documentation to replace the check BY October 13, 2024.

For more information please contact Anna at aullom@yellowstonecountymt.gov

Sorted by Last Name or Company name.

Check #	Date	Payee	Amount
28546	4/11/2019	A AND D SPRINKLERS	137.53
27989	7/19/2018	A.W. DREAMS PC	15.26
28006	7/26/2018	ADAMS, WILLIAM	7.79
28537	4/5/2019	ALDRICH, TRAVIS	8.71
28706	6/10/2019	AWB, LLC	9.17
22549	3/30/2023	BARNES, LAURA LOUISE	35.00
21947	7/8/2022	BERISH, CHANTEE MARISA	50.00
28536	4/4/2019	BERRY, BRANDON	69.69
27987	7/19/2018	BLAYLOCK, SCOTT	33.05
102366	5/11/2023	BROWN, CHASE E.	50.00
22514	3/16/2023	BROWN, DYLAN	35.00
22584	4/13/2023	BROWN, DYLAN	35.00
22635	5/11/2023	BROWN, DYLAN	35.00
22701	6/15/2023	BROWN, DYLAN	35.00
22732	6/29/2023	BROWN, DYLAN	35.00
22432	2/2/2023	BROWN, DYLAN	35.00
22252	11/10/2022	BRUSH, IDA	44.42
28111	10/23/2018	BRUYETTE, JOHN	14.30
28305	11/30/2018	BUILDING 1938 LLC DONNA STUART	45.41
22638	5/11/2023	CARAWAY, LYBERTI AMARIAH	5.00
21968	7/8/2022	CAROL, VINCENT BUCK	12.44
22589	4/13/2023	CARTER, MAY HARRISON	60.00
22452	2/16/2023	CASH KING PAWN	100.00
28732	6/18/2019	CASTRO, JERAHMIA	8.05
102297	10/26/2022	CHANDLER, MARJORIE	1.00
27961	7/5/2018	CIT GROUP INC	31.85
102356	5/11/2023	CLEMENT, SCOTT HOWARD	5.00
16552	3/14/2019	COUTURE, TARAH LEE	0.48
22338	12/15/2022	DIETZ, RUSSELL ALLEN	10.00
22058	8/12/2022	FIELDS, LUKE VICTOR MICHAEL	610.00
21981	7/14/2022	FIRST NATIONAL PAWN	15.50
28448	1/8/2019	GAGLIA, MADISON	8.00
15841	7/27/2018	GALLARDO, RANDY JOSEPH	3.83
28016	8/2/2018	GOLDBERT, SISSEL	75.53
22629	5/11/2023	GOTTE, ALEXIS	35.00
22715	6/22/2023	GOTTE, ALEXIS	35.00

The following warrants are to be cancelled in accordance with State Statute. All warrants \$50.00 and over were sent letters and the county never received a response. Checks will be sent to Montana Department of Revenue Unclaimed Property Department (tap.dor.mt.gov) on October 31, 2024 unless the payee files documentation to replace the check BY October 13, 2024.

For more information please contact Anna at aullom@yellowstonecountymt.gov

Sorted by Last Name or Company name.

Check #	Date	Payee	Amount
22020	7/29/2022	GRIFFIN, JOHN ENOCH	15.00
22463	2/23/2023	GROW WORLD	28.46
22734	6/29/2023	GROW WORLD	112.89
22579	4/6/2023	GUDYMA, VASYL	10.00
22195	10/12/2022	GUTIERREZ, MELVIN ALEXANDER	50.00
16407	1/31/2019	HABLEWITZ, DAVID CHARLES	0.38
28707	6/10/2019	HEIT, ADAM	90.00
22639	5/11/2023	HIRSCHI, MADISON NICOLE	250.00
28510	3/4/2019	HRUBES, BRADLEY	6.14
21978	7/14/2022	JESSOP, DEWEY CLINT	50.00
22640	5/11/2023	KAUFMAN, MARK WOODROW	50.00
28282	11/30/2018	KINGSBURY, ALISON	8.89
22056	8/12/2022	KLEINSASSER, JERRY J	20.00
16091	10/12/2018	KNOWSHISGUN, DANIELLE LEE	0.85
28340	12/7/2018	LARDY, COLLIN	11.31
22000	7/21/2022	LIBERTY MUTUAL	14.87
22037	8/5/2022	LIBERTY MUTUAL	14.87
22142	9/22/2022	LIBERTY MUTUAL	29.73
22446	2/9/2023	LIBERTY MUTUAL	15.17
28443	1/7/2019	MAGNUM CALLUM PROPERTIES LLC	35.15
28436	1/2/2019	MEYERS, DEBBIE	24.99
21950	7/8/2022	MILLER, DIANE	8.66
22108	9/12/2022	MILLER, DIANE	7.28
22249	11/10/2022	MILLER, DIANE	25.00
22510	3/16/2023	MITCHELL, BARRY	29.12
21983	7/14/2022	MOHR, JONATHAN JAMES	10.00
22228	10/27/2022	MORGAN, GIANA RENAE	15.00
28109	10/22/2018	NATIONSTAR MORTGAGE	31.78
28502	2/13/2019	NORTON, FLORIAN	26.41
28156	11/13/2018	OMNISOURCE	58.67
22193	10/13/2022	OTTERSTROM, JUSTICE GENE	15.00
22081	8/31/2022	PEWONKA, DANIEL CHASE	15.00
27974	7/12/2018	PHELAN, LOU ANN	6.00
28374	12/14/2018	R A MICKELSON CO	4.21
28066	9/18/2018	RC REFRIGERATION	20.00
28705	6/7/2019	REIDY, PHIL	12.42

The following warrants are to be cancelled in accordance with State Statute. All warrants \$50.00 and over were sent letters and the county never received a response. Checks will be sent to Montana Department of Revenue Unclaimed Property Department (tap.dor.mt.gov) on October 31, 2024 unless the payee files documentation to replace the check BY October 13, 2024.

For more information please contact Anna at aullom@yellowstonecountymt.gov

Sorted by Last Name or Company name.

Check #	Date	Payee	Amount
16678	4/17/2019	RIDESTHEHORSE, ISAIAH LEE	2.36
16898	6/27/2019	RUSSETTE, JACOB WADE	0.03
28453	1/10/2019	SAMSAL, DALE	9.00
22668	5/25/2023	SCHMIDT, ANGELA CECELIA	70.00
22712	6/15/2023	SCHOCK, SHAWN	50.00
28261	11/28/2018	SCHULTZ, LOUISE	124.87
28283	11/30/2018	SEWELL, PATRICIA	8.00
22078	8/31/2022	SHAW, BJ	2.00
16317	12/29/2018	SMITH, CHRISTINA MARIE	1.89
28247	11/27/2018	SOLUTIONS FIRST IVESTMENTS	35.97
22044	8/5/2022	STATE FARM INSURANCE COMPANY	7.61
22202	10/13/2022	STATE FARM INSURANCE COMPANY	10.00
22294	11/23/2022	STATE FARM INSURANCE COMPANY	10.00
22340	12/15/2022	STATE FARM INSURANCE COMPANY	10.00
22459	2/16/2023	STATE FARM INSURANCE COMPANY	10.00
22741	6/29/2023	STATE FARM INSURANCE COMPANY	10.00
102284	10/26/2022	STEIN, AMBER (#3018699)	30.00
28105	10/12/2018	STONE, JARED	32.92
22236	10/27/2022	SUDBERRY, VALERIE	100.00
22327	12/8/2022	SUDBERRY, VALERIE	200.00
16457	2/14/2019	SUTTON, ALISHA MEGAN MARIE	0.23
15860	8/1/2018	TALLBULL, AIMEE JADA	2.67
28415	12/24/2018	TAYLOR, EVELYN	16.52
28207	11/20/2018	TOWN SQUARE RADIO LLC	77.08
28408	12/24/2018	TROYER, LAURA	54.91
28339	12/6/2018	WALKKI, GEORGE	257.62
102263	7/29/2022	WESTROPE, TEAGUE	120.00
28385	12/17/2018	WILDMAN, TYLER	4.99
16833	6/6/2019	WILSON, COLTON LEE	0.08

B.O.C.C. Regular

3. a.

Meeting Date: 03/19/2024

Title: Invitation for Bid Public Works Crack Seal Project I 2023-2024

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Invitation for Bid Public Works Crack Seal Project I 2023-2024

BACKGROUND:

Invitation for Bid for the crack seal of various county roads as part of Public Works pavement maintenance program.

RECOMMENDED ACTION:

Approve the Invitation for Bid

Attachments

Bids

**INVITATION TO BID
YELLOWSTONE COUNTY, MONTANA
2024 COUNTY ROADS CRACK SEAL PROJECT**

Notice is hereby given that the Board of County Commissioners of Yellowstone County, Montana is currently soliciting bids for crack sealing approximately 22.8 miles of County roadway and other associated items. A list of the roads and to be crack sealed are as follows:

- | | |
|--------------------------|-------------------|
| • Duck Creek | approx. 3.6 miles |
| • Fritz Road | approx. 1.8 miles |
| • Coburn Road | approx. 3.0 miles |
| • Yellowstone Trail Road | approx. 5.5 miles |
| • Dover Road | approx. 1.5 miles |
| • Pioneer Road | approx. 1.5 miles |
| • Drury Lane | approx. 1.5 miles |
| • McGirl Road | approx. 3.0 miles |
| • Vermillion Road | approx. 1.4 miles |

Specifications for “CRACK SEAL” are attached. Maps showing the roads to be crack sealed and chip sealed are available at the Yellowstone County Public Works office.

All bids must be labeled ‘2024 County Roads Crack Seal Project’ and mailed in triplicate (1 original and 2 copies) to the Board of County Commissioners, PO Box 35000, Billings, MT 59107 or delivered to their office, Room 3101, located on the third floor of the Stillwater Building, 316 N 26th Street, Billings, MT 59101, to be received no later than 4:00 p.m. April 1st 2024. All bids received by this time and date will be opened and read aloud at 9:30 a.m. April 2nd 2024, in the Commissioners Board Room, Room 3108 of the Stillwater Building, 316 N 26th Street. Bids received after the aforementioned time and date will not be considered. No bid may be withdrawn after the scheduled time for receipt of the bids.

All bids must include a Bid Bond in favor of Yellowstone County in an amount equal to ten percent (10%) of the total Bid. The security may consist of cash, a cashier’s check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security. All bonds of the unsuccessful bidders will be returned within 10 days of the signing of a contract with the successful bidder.

No bid may be withdrawn prior to sixty (60) days after the scheduled time for receipt of the bids.

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the bidding process.

The successful bidder will be required to provide the County with a performance bond and labor and materials payment bond, both in 100% of the contract amount, within ten days of the execution of the contract and prior to starting any work on the project.

All Montana laws pertaining to resident bidders, both state and county, will be adhered to if applicable.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages. Those directives are as follows:

(1) the contractor and any subcontractors are required to pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. This information is included in the four prevailing wage rate schedules that are being provided to each bidder as part of this bid package. The current schedules are also available at the State of Montana web-site <http://www.mtwagehourbopa.com>. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.

(2) each contractor and subcontractor is required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's and subcontractor's completion of work on the project;

(3) each contractor is required to post a statement of all wages and fringe benefits in compliance with statute 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

The successful bidder will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

All state laws pertaining to Resident Bidders, both State and County will be adhered to if applicable.

A 5% retainage fee will be withheld from all progress payments made to the successful bidder. The fee will be returned to the contractor upon completion of the project and acceptance of the project by the County. The successful bidder will be required to pay the State of Montana a sum equal to 1% of

the gross receipts from the public contract. The County will withhold this amount and forward it to the State of Montana.

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

The Board of County Commissioners reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County. Yellowstone County intends to award all work to one (1) contractor. It is the intention of the County to undertake and complete all portions of this project in 2024 but if that is not possible either because of weather, funding, or availability of materials; the lowest bid submitted for the overall project will considered first. A preconstruction meeting will be held after bid opening and prior to the County giving Contractor the Notice to Proceed.

Done by order of the Board of County Commissioners, Yellowstone County, Montana this 19th day of March 2024.

Board of County Commissioners
Yellowstone County, Montana

John Ostlund, Chairperson

(Seal)
Attest:

Jeff Martin, Clerk and Recorder

INSURANCE REQUIREMENTS

The following insurance coverage must be in force throughout the project. Coverage may be obtained through either a general liability policy or excess liability umbrella coverage.

General Liability

Commercial General Liability	General Aggregate	\$2,000,000
Products-Comp/OP AGG		\$2,000,000
Occurrence	Personal & Adv Injury	\$1,000,000
Each Occurrence		\$1,000,000
Fire Damage (any one fire)		\$ 100,000
Medical Expense (any one person)		\$ 5,000

Automobile Liability	\$1,000,000
(Hired and non-owned autos)	

Workers Compensation

State	Statutory
Federal	Statutory
Employer's Liability	\$ 500,000

CHECK LIST

Please be sure you have completed the following prior to submitting your bid.

1. Read and understand the specifications.
2. Enclosed a ten (10) percent bid bond.
3. Have made yourself familiar with any State or County laws that pertain to the bid.
4. Asked and received answers to any questions regarding the bid procedure, specifications or general information.
5. Addressed and mailed or delivered your bid to be received at the correct address by the time and date indicated in the Invitation to Bid.

Yellowstone County 2024 Crack Seal Project Price Sheet (1 of 2)

Please include this sheet (these sheets) with your other documents when submitting your proposal.
Please place bid price sheet(s) in the front of your proposal.

Bidder to perform all of the work described in the Specifications and shown on the Plans for the following amount.

Total Bid:

LUMP SUM

BASIS OF AWARD: The Board of County Commissioners reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County. It is the intention of the County, to undertake and complete all portions of this project in 2024 but if that is not possible either because of weather, funding, or availability of materials; the lowest bid submitted for the overall project will be considered first. A preconstruction meeting will be held after bid opening and prior to the County giving Contractor the Notice to Proceed.

PROJECT MUST BE COMPLETED AND

FINAL PROGRESS PAYMENT

MUST BE SUBMITTED BY JUNE 28, 2024

Yellowstone County 2024 Crack Seal Project Price Sheet 2 of 2)

Please include this sheet (these sheets) with your other documents when submitting your proposal.

SIGNATURE OF BIDDER:

If an Individual: _____, doing business

as _____

If a Partnership: _____

by _____, partner

If a Corporation: _____

(a _____ Corporation)

by _____ (SEAL &)

Title _____ (ATTEST)

Business Address and Phone Number of Bidder

The Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____ Dated _____

No. _____ Dated _____

Submitted this _____ day of _____, 20_____.



CRACK SEAL

SPECIAL PROVISIONS

- 1) **DESCRIPTION:** This item shall consist of preparing the road surface for crack sealing for the following roads:

Roads to be crack sealed are as follows (maps showing the roads to be crack sealed are available at the Yellowstone County Public Works office):

- Duck Creek Road from Rudio Road south to the end of asphalt approx. 3.6 miles
- Fritz Road form Duck Cr. Rd. east to end of asphalt approx. 1.8 miles
- Coburn Road from Rosebud Road south to FWP Gates approx. 3.0 miles
- Yellowstone Trail Road from Dickie Rd east to Pryor Rd. approx. 5.5 miles
- Dover Road from HWY 312 east to Pioneer Rd. approx. 1.5 miles
- Pioneer Road from Dover Rd north to HWY 312 approx. 1.5 miles
- Drury Lane from HWY 312 east to Hoskins Rd approx. 1.5 miles
- McGirl Road from HWY 312 east to Vermillion Rd approx. 3.0 miles
- Vermillion Road from HWYB 321 south to end of asphalt approx. 1.4 miles

This project shall be bid – Lump Sum

- 2) **CRACK SEAL GENERAL:** This item shall consist of the cleaning and sealing of cracks before the application of other surfacing (chip seal, micro slurry seal, pavement overlay, etc.).

CRACK SEAL MATERIALS: The crack sealant used must meet or exceed the following specifications:

Crack Sealant

Use sealant meeting the following specifications when sampled and prepared in accordance with ASTM D 3405 specifications, or an approved equal that will produce the desired finished product and meets all of this specifications requirements:

Cone Penetration, 77°F (25°C), dmm (ASTM D3407)	90 max.
Flow, 140°F (60°C), (ASTM D3407)	3 mm max.
Resilience, (ASTM D3407)	60% min.
Bond, 0°(-18°), 100% ext. (ASTM 3407)	Pass 3 cycles
Bond, -20°F (-29°C), 50% ext. (ASTM D3407)	Pass 3 cycles
Recommended Pour Temperature	380°F
Safe Heating Temperature	400°F
Asphalt Compatibility (ASTM D3407)	Pass

Sampling

Testing of material will be at the discretion of the engineer or inspector on the job site. Testing may be completed by an independent certified testing firm. If there is a failure of the installed crack seal, or if the engineer or inspector has concerns of failure of the installed crack seal material, testing will be required and the cost of said testing will be the responsibility of the contractor.

2a) **CONSTRUCTION METHODS:** Traffic can use the road as soon as the crack is filled and covered with blotter sand (or other approved blotter material) and the crack fill material has “cured”.

i) **Surface Preparation:** The cleaning and preparation of the road surface required by the specifications shall include the removal of grass and other vegetative matter growing in any cracks in the road surface. Any vegetative material in the roadway area where cracks are to be sealed must be sprayed with appropriate materials with a color dye additive to allow visual observation of the Engineer or other authorized representative of the Owner that said vegetative material has been sprayed.

- (1) When blowing the cracks clean, material cannot be blown into the open traffic lanes.
- (2) Ensure that both the reservoir and crack are dry and free of dust, dirt and loose materials immediately before applying the sealant.
- (3) Use air equipment producing at least 100 CFM and a continuous line pressure of at least 125 PSI. The air must be oil and water free.
- (4) The subsequent crack sealing process shall not proceed until a reasonable period of time has passed so as to allow full kill of all said vegetative material. The Contractor shall clean the roads to be crack sealed prior to the crack seal. No measurement or payment shall be made for this item but it shall be included in the cost of the other bid items.

ii) **Sweeping After Crack Sealing:** After a reasonable crack sealing cure time, all roads shall be swept by the Contractor to remove excess blotter sand (or other blotter materials – if used), and any other materials from the surface of the road. No measurement or payment shall be made for this item but it shall be included in the cost of the other bid items.

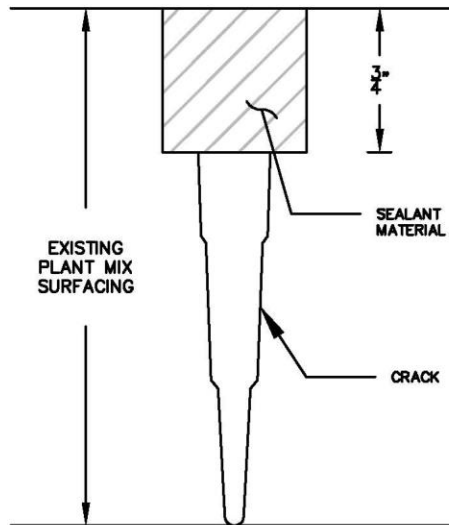
iii) **Routing:** Routing will be required for cracks of 1/8 inch wide up to 3/4 inch wide. Cracks of width greater than 3/4 inch in width up to 1 1/2 inches in width may be filled without routing (see the attached detail drawing of a typical section).

- 3) **METHOD OF MEASUREMENT AND BASIS OF PAYMENT:** This item shall be measured and paid for by the lump sum basis for all roads that are being crack sealed and used in the completed work, at the contract lump sum price bid for "Crack Seal". The price and payment shall constitute full compensation for all storage, handling, and other charges, materials (including sand, blotter materials, etc.), tools, equipment, labor, and the performance of all work necessary or incidental to complete this work.

CRACKS 1/8" TO 3/4" WIDE

ROUT 3/4" WIDE X 3/4" DEEP
PRIOR TO APPLYING SEALANT

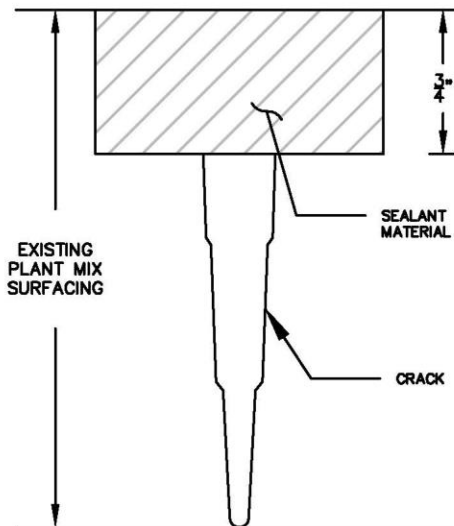
→ | 1/8" - 3/4" | ←




CRACKS WIDER THAN 3/4" TO 1 1/2" WIDE

NO ROUTING REQUIRED

← | 3/4" - 1 1/2" | →



SCALE	DRAWN BY: <u>DS</u>	YELLOWSTONE COUNTY	SHEET
	DESIGNED BY: <u>MB</u>		STANDARD DRAWING
NTS	CHECKED BY: <u>MB</u>	 TITLE TYPICAL SECTION FOR HOT CRACK SEALING	1 OF 1
	FILE NAME: <u>PUBLICWORKS-FS/DARIN S/AUTOCAD DWG'S/CRACK SEAL.PDF</u>		
	JUNE - 2011		

B.O.C.C. Regular

3. b.

Meeting Date: 03/19/2024

Title: Invitation for Bid Public Works Asphalt Overlay III 2-23-2024 Golf Course Road & West 9th Street

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Invitation for Bid Public Works Asphalt Overlay Project III 2023-2024 Golf Course Road & West 9th Street

BACKGROUND:

The asphalt overlay of these streets is part of our routine asphalt maintenance program. In this project, a portion of Golf Course Rd is in the City of Laurel. The city would like their portion of Golf Course Rd overlaid, so it will be included in this project with the city reimbursing the county for their portion of the project.

RECOMMENDED ACTION:

Approve the Invitation for Bid

Attachments

Bids

**INVITATION TO BID
YELLOWSTONE COUNTY, MONTANA
PUBLIC WORKS ASPHALT OVERLAY PROJECT III 2023-2024
Golf Course Rd and West 9th Street**

Yellowstone County will receive sealed bids for asphalt overlay on various County roads per the enclosed specifications until 4:00 p.m. April 1st, 2024. All bids must be submitted in triplicate (1 original and 2 copies) to the Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or delivered to their office in the Stillwater Building, Room 3101, 316 North 26th Street, Billings, MT 59101. Envelopes containing bids must be marked "Public Works Asphalt Overlay Project III 2023-2024" in the lower right-hand corner.

All Bids received will be time and date stamped. The time and date stamped on each bid must indicate that it was received no later than 4:00 p.m. April 1st, 2024.

All timely bids will be opened and read aloud at 9:30 a.m. April 2nd, 2024 in the Commissioners Board Room, Room 3108, located on the third floor of the Stillwater Building 316 North 26th Street. All bids received that are time and date stamped later than 4:00 p.m. April 1st, 2024 will not be opened.

All bids must include a bid bond made in favor of Yellowstone County in an amount equal to 10% of the total bid. The security may consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund c) a bid bond or bonds, original only, no copies, executed by a surety company authorized to do business in the State of Montana. Personal checks, business checks, and facsimiles will not be accepted for bid security.

No bid may be withdrawn prior to sixty (60) days after the scheduled time for receipt of the bids.

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the bidding process.

All contractors and subcontractors performing work pertaining to the construction, reconstruction, or improvement of any public road or street or bridge construction repair or maintenance awarded by any government agency, must obtain and

maintain a Special Fuel User Permit from the Montana Department of Transportation.

The successful bidder will be required to provide the County with a performance bond and labor and materials bond, both for 100% of the contract amount, within ten days of the execution of the contract and prior to starting any work on the project. The selected Contractor will also be required to provide a copy of their commercial liability insurance certificate and workers compensation coverage prior to beginning the project.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages. Those directives are as follows:

(1) the contractor and any subcontractors are required to pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. This information is included in the four prevailing wage rate schedules that are being provided to each bidder as part of this bid package. The current schedules are also available at the State of Montana web-site <http://www.mtwagehourbopa.com>. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.

(2) each contractor and subcontractor is required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's and subcontractor's completion of work on the project;

(3) each contractor is required to post a statement of all wages and fringe benefits in compliance with statute 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

The successful bidder will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

All state laws pertaining to Resident Bidders, both State and County will be adhered to if applicable.

A 5% retainage fee will be withheld from all progress payments made to the successful bidder. The fee will be returned to the contractor upon completion of the project and acceptance of the project by the County. The successful bidder will be required to pay the State of Montana a sum equal to 1% of the gross receipts from the public contract. The County will withhold this amount and forward it to the

State of Montana.

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

Information relating to the bid specifications should be addressed to Clay Moore at 406-256-6824. Questions concerning the bid procedure may be addressed to James Matteson at 406-256-2717.

The Board of County Commissioners will award the asphalt overlay project to the lowest and best responsible bidder. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid which best serves the interests of Yellowstone County.

Done by order of the Board of County Commissioners of Yellowstone County, MT this 19th day of March 2024.

Board of County Commissioners
Yellowstone County, Montana

(Seal)
Attest:

John Ostlund, Chair

Jeff Martin, Clerk and Recorder

INSURANCE REQUIREMENTS

The successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/Yellowstone County Public Works, as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County/Yellowstone County Public Works sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this project at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

Contractor shall name on the Certificate of Liability Insurance Yellowstone County/Yellowstone County Public Works as additional insured throughout the project. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/Yellowstone County Public Works are named as an additional insured under the Contractors insurance policy for this project. Contractor agrees to furnish both the Certificate of Insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County /Yellowstone County Public Works from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur from the result of Contractors negligence during this project, and for which Yellowstone County /Yellowstone County Public Works sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/Yellowstone County Public Works is liable for any damages by reason of a non-delegable duty.

WORKERS COMPENSATION

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor are Contractor's workers, employees of Yellowstone County / Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers compensation obligation must be valid for the entire period of the project.

CHECK LIST

Please be sure you have completed the following prior to submitting your bid.

Read and understand the specifications and bid procedure.

Enclosed the required ten (10) percent bid bond.

Make yourself familiar with any State or County laws that pertain to this bid.

Asked and received answers to any questions regarding the bid procedure, specifications or questions of a general nature.

Addressed and mailed or delivered your bid to be received at the correct address by the time and date indicated in the Invitation to Bid.

GENERAL INFORMATION

The Yellowstone County Public Works Department is currently requesting bids for the asphalt overlay of Golf Course Rd and West 9th Street and all adjoining intersections and paved approaches.

The description of the area of the roads to be overlaid is as follows:

Starting approximately 1000 feet north of the intersection of HWY 10 and Golf Course Rd going north on Golf Course Rd approximately 4,300 feet to the beginning of Saddleback Ridge Subdivision nearest street address to the end of the project is 1133 Golf Course Rd.

Starting at the intersection of Golf Course Road and West 9th Street going east on West 9th Street for approximately 4,000 feet ending at the city limits.

General Information Alternate I

The description of the area of the roads to be overlaid is as follows:

Starting approximately 1000 feet north of the intersection of HWY 10 and Golf Course Rd going north on Golf Course Rd approximately 2,200 feet ending at the north edge of the intersection of West 9th Street.

Starting at the intersection of Golf Course Road and West 9th Street going east on West 9th Street for approximately 4,000 feet ending at the city limits.

All the above overlays are to be typically 24 feet wide or cover the existing asphalt

whichever is greater.

The selected Contractor will be required to overlay these roads in two lifts, ending up with a 3-inch compacted minimum thickness. The use of a leveling ski and a 6 to 8-inch slope shoe at centerline and shoulder will be required. It will be the Contractor's responsibility to supply all necessary equipment, material and labor to complete these projects, including but not limited to the application of a tack coat (tack must be applied to all asphalt surfaces including each overlay lift and all joints), all necessary traffic control, the raising of all iron (manholes, water valves etc.) and any necessary permits or fees required for the completion of the project.

The selected Contractor will also be required to provide a 100-foot transition milling taper at the beginning and end of each project, all rail crossings, cattle guards and all bridge approaches (no bridge decks will overlaid). The transition milling must be tapered from 3 inches deep to 0 inches and be for the full overlay width.

Additionally, the contractor will be required to provide 30-foot paved approaches on all intersecting County roads that are gravel. These paved approaches shall be paved using traditional asphalt hot mix Type B plant mix. These approaches shall be placed within 2 days of the main line paving.

All intersecting public roads with paved approaches shall be paved 30 feet (using traditional asphalt hot mix Type B plant mix as specified in this document). Also all paved intersecting public roads shall have 30 foot transition millings. These transition millings must be tapered from 3 inches deep to 0 inches and be for the full overlay width.

All intersecting private approaches with paving shall be paved (using traditional asphalt hot mix Type B plant mix as specified in this document) covering existing asphalt up to 20 feet in length. Also all private approaches that intersect the main line paving shall have transition millings for the full width of the private approach (if it is greater than 20 feet in length). These transition millings must be tapered from 3 inches deep to 0 inches and be for the full overlay width.

The contractor will be responsible for the temporary taper on the transition milling. If the transition millings will not be overlaid within 7 calendar days, the contractor will be required to use asphalt for the temporary tapers not millings.

The contractor will be responsible for any trimming of shoulders on all roads to be paved if needed.

The contractor will not be required to provide any striping for the project.

A Traffic Control Plan is required to be submitted by Contractor and reviewed by

Mr. Bobb Hilliard, Traffic Coordinator for the Yellowstone County Road Department, prior to any work. Road closures of portions of roads may be allowed, provided that local access is maintained.

All work must meet the Montana Public Works Standard Specifications and daily test results will be required for extraction gradation and compaction. It will be the contractor's responsibility to pay for all necessary testing. The asphalt shall be PG 64-22 and the asphalt mix shall be B-Modified. All labor and material used during the course of the project must be warranted for a period of one (1) year after acceptance by Yellowstone County. The project must be completed and invoiced no later than June 25th, 2024.

Any questions concerning this project should be directed to Clay Moore, Assistant Road and Bridge Director at the Yellowstone County Public Works Department, (406) 256-6824 or cell phone number (406) 208-9077.

**2023-2024 ASPHALT OVERLAY PROEJCT III
BID SHEET
Golf Course Road and West 9th Street**

To: Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107-5000

THE UNDERSIGNED BIDDER, having familiarized himself/herself with the work required by the bid documents, the site(s) where the work is to be performed, local labor conditions, and all laws, regulations, and other factors affecting performance of the work, and having satisfied himself/herself of the expense and difficulties attending performance of the work,

HEREBY PROPOSES and agrees, if this bid is accepted, to perform all work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the work and the furnishing of all labor, materials and equipment, supplies, permits, bonds, insurance for the total bid of:

Words

Figures

SIGNATURE OF BIDDER _____

COMPANY _____

ADDRESS _____

CITY, STATE _____

PHONE NUMBER _____

MONTANA PUBLIC CONTRACTORS' REGISTRATION NUMBER _____

DATE _____

I acknowledge receiving the following addenda, if applicable.

#1	_____	_____	#2	_____	_____
	Initials	Date		Initials	Date

**Golf Course Road and West 9th Street
Alternate I**

To: Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107-5000

THE UNDERSIGNED BIDDER, having familiarized himself/herself with the work required by the bid documents, the site(s) where the work is to be performed, local labor conditions, and all laws, regulations, and other factors affecting performance of the work, and having satisfied himself/herself of the expense and difficulties attending performance of the work,

HEREBY PROPOSES and agrees, if this bid is accepted, to perform all work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the work and the furnishing of all labor, materials and equipment, supplies, permits, bonds, insurance for the total bid of:

Words

Figures

SIGNATURE OF BIDDER _____

COMPANY _____

ADDRESS _____

CITY, STATE _____

PHONE NUMBER _____

MONTANA PUBLIC CONTRACTORS' REGISTRATION NUMBER _____

DATE _____

I acknowledge receiving the following addenda, if applicable.

#1	_____	_____	#2	_____	_____
	Initials	Date		Initials	Date

B.O.C.C. Regular

Meeting Date: 03/19/2024

Title: YCSO-City of Billings computer support agreement

Submitted By: Carol Redler

TOPIC:

Computer Support Agreement with the City of Billings for Period 7/1/24 to 6/30/25

BACKGROUND:

Annual renewal of existing agreement.

RECOMMENDED ACTION:

Consent & sign.

Attachments

City IT agmt.24-25

AGREEMENT - Fiscal Year 2025

This Agreement between the Yellowstone County Sheriff, hereinafter called the "SHERIFF", and the City of Billings, Montana, hereinafter called the "CITY".

WITNESSETH:

Whereas, the SHERIFF is desirous of using the CITY's Computer Facility to support their existing law enforcement data processing requirements; and

Whereas, the CITY maintains and operates a Computer Facility with appropriate capabilities, capacity and security; and

Whereas, the CITY is willing to allow the SHERIFF to have access to the Computer Facility at all normal operating times which are seven (7) days a week, twenty-four (24) hours a day except for necessary back-ups and maintenance.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS between the parties hereto, it is mutually agreed that:

1. The CITY will provide to the Yellowstone County Sheriff's department the following described computer access, disk storage, computer processing, system/data backups, and maintenance support to support their existing Law Enforcement data processing system:
 - A. Communication capabilities allowing 24 hr computer access;
 - B. On-site & Off-site disk storage shared with Billings Police Dept.;
 - C. Computer processing, program maintenance, operations to support data processing system, system replication & backups, disaster/recovery services;
2. The SHERIFF agrees to pay CITY the sum of One Hundred and Sixty-One Thousand, Four Hundred and Seventy (\$161,470) specified in Paragraph Three below. This charge is based on actual computer usage for the period of January 1, 2023 thru December 31, 2023.
3. This Agreement shall be in effect for twelve (12) months beginning July 1, 2024, and continuing until June 30, 2025.
4. Payment shall be made in two (2) equal installments of \$80,735. The first installment is due and payable on or before October 20, 2024, and the second is due and payable on or before April 15, 2025.

AGREEMENT DATED _____

YELLOWSTONE COUNTY

CITY OF BILLINGS

BY: Mike Linder 3-12-24
Sheriff Mike Linder

Mayor William A. Cole

Chair, County Commissioners

City Clerk

ATTEST: _____
Clerk and Recorder

City Attorney

Approved as to Form:

County Attorney

B.O.C.C. Regular

Meeting Date: 03/19/2024

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Road & Bridge - 1 Termination; Detention Facility - 2 Appointment, 2 Termination; Justice Court - 1 Termination; Sheriff's Office - 1 Termination; County Attorney - 2 Appointments

BACKGROUND:

See attached.

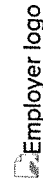
RECOMMENDED ACTION:

Approve.

Attachments

PARS

PARS1



Hire/Personnel Action Form

3/11/2024

Employee Information

Employee
Julia Barfels

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	202300007	Full-Time Regular
Person ID	Job Class	Pay Rate
56508459	Detention Officer (D)	\$23.48
Department	Job Class#	HireDate
Sheriff's Office	5090	3/25/24
Division		
Detention Facility		

Comments

Funding: 2300.136.420200.111 @ 100%
replaces: Hoog

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	3/11/24 1:56 PM
FINANCE	JENNIFER JONES	3/11/24 2:04 PM

Commissioners Action
Approve Disapprove

Chair

Member

Member

MAR 08 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Amie Kenczka Effective Date: 3/16/24
Current Title: IC Clerk Gr. C Salary \$ 17,668
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: _____ New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: X voluntary
Temp Part Time: _____ Promotion: _____
Seasonal Hire: _____

Replaces position _____ Transfer: _____
Name _____ Demotion: _____
New Budgeted Position _____

Other: _____ Reclassification: _____

Funding: 1000 - 121 - 410340 - 111 Percent _____ New Account _____
Percent _____ Split Account _____

John M. M _____ Date March 7, 2024
Elected Official/Department Head

Section 2

Human Resources: _____ Finance: _____

Note: _____ Date _____
Director _____ 3-8-24
Commissioner's Action

H.R. Comments: _____
Approve _____ Disapprove _____

Chair _____
Member MM _____
Member MM _____

Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

Yellowstone County Commissioners
RECEIVED

Employer logo

Hire/Personnel Action Form

MAR 13 2024

Employee Information

Employee
Elizabeth Worn-Wilkerson

Hire Information

Position Details	Hire Req#	Job Type
Discovery Coordinator (F) (3062)	202300155	Full-Time Regular
Person ID	Job Class	Pay Rate
48373491	Discovery Coordinator (F)	\$23.09
Department	Job Class#	HireDate
County Attorney's Office	3062	4/1/24
Division		
N/A		




Comments

2301122.411100.111 100% New budget FTE

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	3/13/24 1:11 PM
FINANCE	JENNIFER JONES	3/13/24 1:15 PM
COMMISSIONERS	ERIKA GUY	3/13/24 1:41 PM

Commissioners Action
Approve Disapprove

Chair		---
Member		---
Member		---

Employer logo

Yellowstone County Commissioners
RECEIVED

MAR 13 2024

Hire/Personnel Action Form

Employee Information

Employee
Annie Marais

Hire Information

Position Details	Hire Req#	Job Type
Discovery Coordinator (F) (3062)	202300155	Full-Time Regular
Person ID	Job Class	Pay Rate
57018343	Discovery Coordinator (F)	\$25.40
Department	Job Class#	HireDate
County Attorney's Office	3062	4/1/24




Comments

2301.122.41100.111 100% promo from Legal Assistant to Discovery Coordinator 23.09 x 10% = 25.40

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	3/13/24 1:10 PM
FINANCE	JENNIFER JONES	3/13/24 1:15 PM
COMMISSIONERS	ERIKA GUY	3/13/24 1:34 PM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____

MAR 12 2024

YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Damon BoFlo

Effective Date: 03/29/2024

Current Title: Under Sheriff

Gr. Salary \$ 51,451.07 864.60

Title Change:

Gr. Salary \$

Check as Applicable:

Regular Full Time: XX

New Hire:

Regular Part Time:

Rehire:

Temp Full Time:

Termination: XX

Voluntary

Temp Part Time:

Seasonal Hire:

Promotion:

Replaces position

Name

Transfer:

New Budgeted Position

Demotion:

Other:

Reclassification:

Funding: 2300 - 132 - 420150 - 111

Percent 100 New Account

Percent Split Account


Elected Official/Department Head

03/11/2024

Date

Section 2

Human Resources:

Finance:

Note:

Note:

Al Higgins 3-12-24
Director Date

John James 3.12.24
Director Date

H.R. Comments:

Commissioner's Action
Approve Disapprove



Chair

Date entered in payroll


Member MM

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

Member 



Yellowstone County Commissioners
RECEIVED

MAR 12 2024

Hire/Personnel Action Form

Employee Information

Employee
Alayna Kissler

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	202300007	Full-Time Regular
Person ID	Job Class	Pay Rate
57055208	Detention Officer (D)	\$23.48
Department	Job Class#	HireDate
Sheriff's Office	5090	3/25/24

Comments

Funding: 2300.136.420200.111 @ 100%
replaces: Noall

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	3/12/24 12:59 PM
FINANCE	JENNIFER JONES	3/12/24 1:01 PM

Commissioners Action
Approve Disapprove

Chair

Member

Member

B.O.C.C. Regular

Meeting Date: 03/19/2024

Title: Montana Department of Transportation Federal Aid Project Roadside Safety Improvements

Submitted By: Teri Reitz, Board Clerk

TOPIC:

MDT Federal Aid Project Roadside Safety Improvements

BACKGROUND:

See attached.

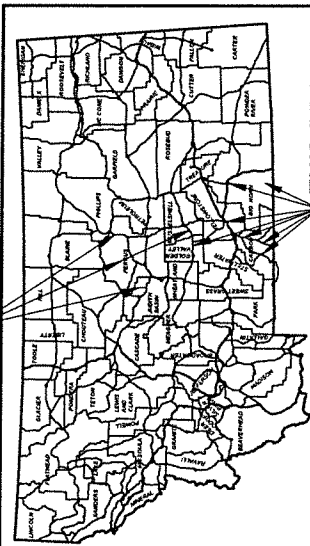
RECOMMENDED ACTION:

Place to file.

Attachments

MDT Roadside Safety Improvements

THIS PROJECT



THIS PROJECT

MONTANA DEPARTMENT OF TRANSPORTATION

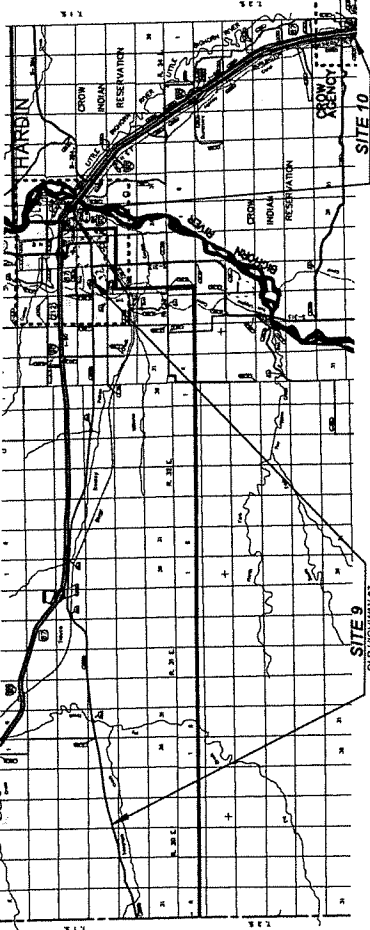
FEDERAL AID PROJECT HSIP STWD(930)

ROADSIDE SAFETY IMPROVEMENTS

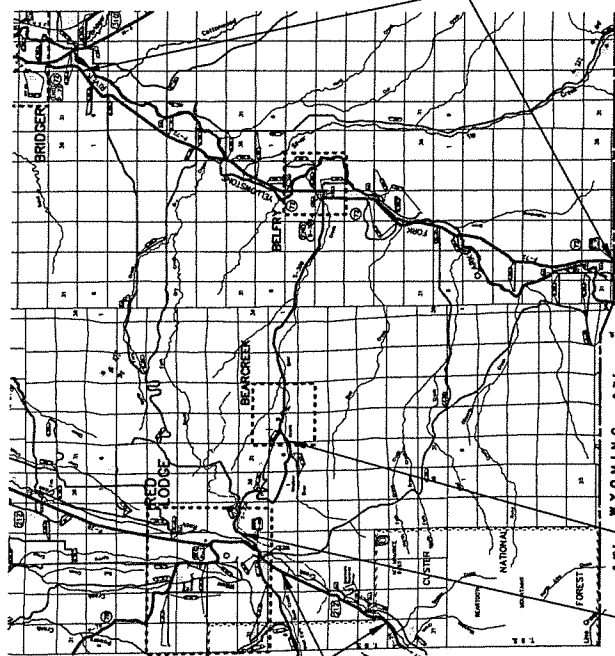
SF 209 BILLINGS DIST SIGNS

BIG HORN, CARBON, FERGUS, GOLDEN VALLEY, JUDITH BASIN, MUSSELSHELL & YELLOWSTONE COUNTIES

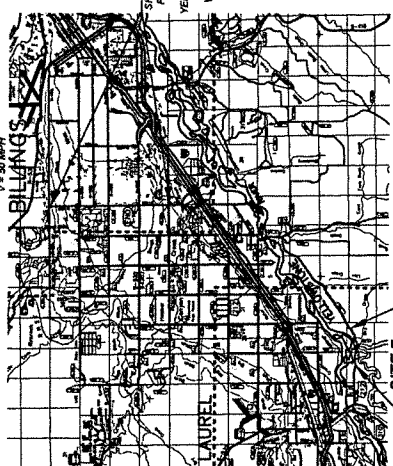
PLAN IN HAND



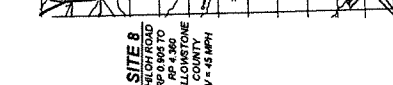
SITE 9
FRONTAGE RD.
RP 0.000 TO RP 10.593
BIG HORN COUNTY
V = 50 MPH



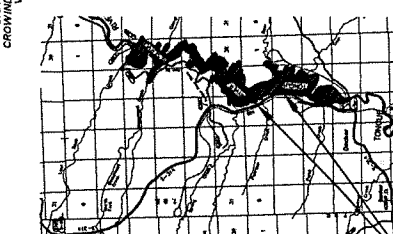
SITE 3
Hwy 10
RP 0.000 TO
RP 0.000
CARBON COUNTY
V = 55 MPH



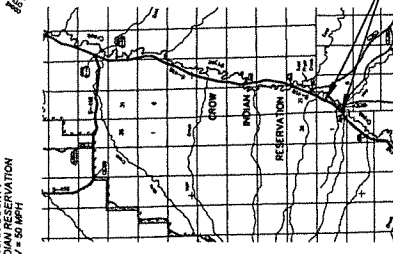
SITE 7
RIVER ROAD
RP 1.600 TO RP 2.500
YELLOWSTONE COUNTY
V = 50 MPH



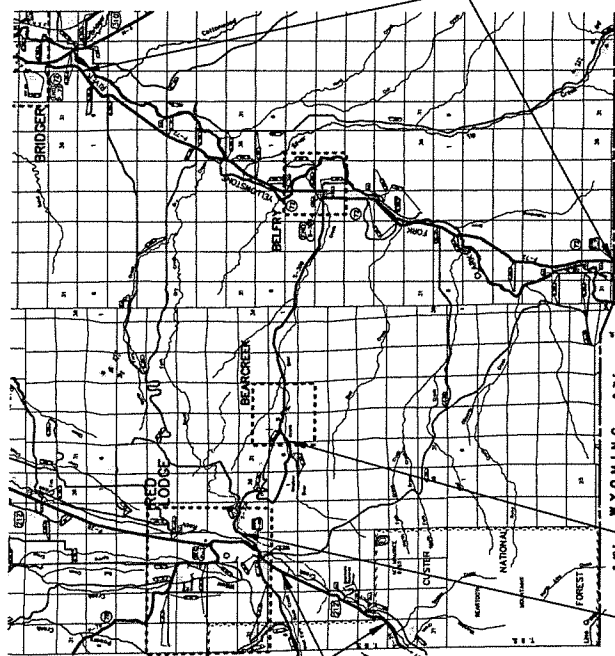
SITE 4
SHILOH ROAD
RP 7.643 TO RP 8.485
BIG HORN COUNTY
V = 50 MPH



SITE 6
SHILOH ROAD
RP 8.000 TO RP 8.341
YELLOWSTONE COUNTY
CROW INDIAN RESERVATION
V = 60 MPH



SITE 2
Hwy 2
RP 1.000 TO RP 5.790
CARBON COUNTY
V = 50 MPH



SITE 1
US 212
RP 65.700 TO
RP 65.700
CARBON COUNTY
V = 55 MPH

SHEET NO. 1

TITLE SHEET (SHEET 1 OF 2)

DESIGNED BY	T. BOLOVIC	FEB. 2024
CHECKED BY	B. THOMPSON	FEB. 2024
PROJECT ID	BIG HORN, CARBON, FERGUS, JUDITH BASIN, GOLDEN VALLEY, MUSSELSHELL, YELLOWSTONE	
PROJECT NAME	SF 209 BILLINGS DIST SIGNS	
PROJECT NUMBER	HSIP STWD(930)	
DWG NO.	10299000	

APPROVED BY: _____ DATE: _____

ROBERT PECCIA AND ASSOCIATES

Professional Seal: ROBERT PECCIA, PE 10178, STATE OF MONTANA

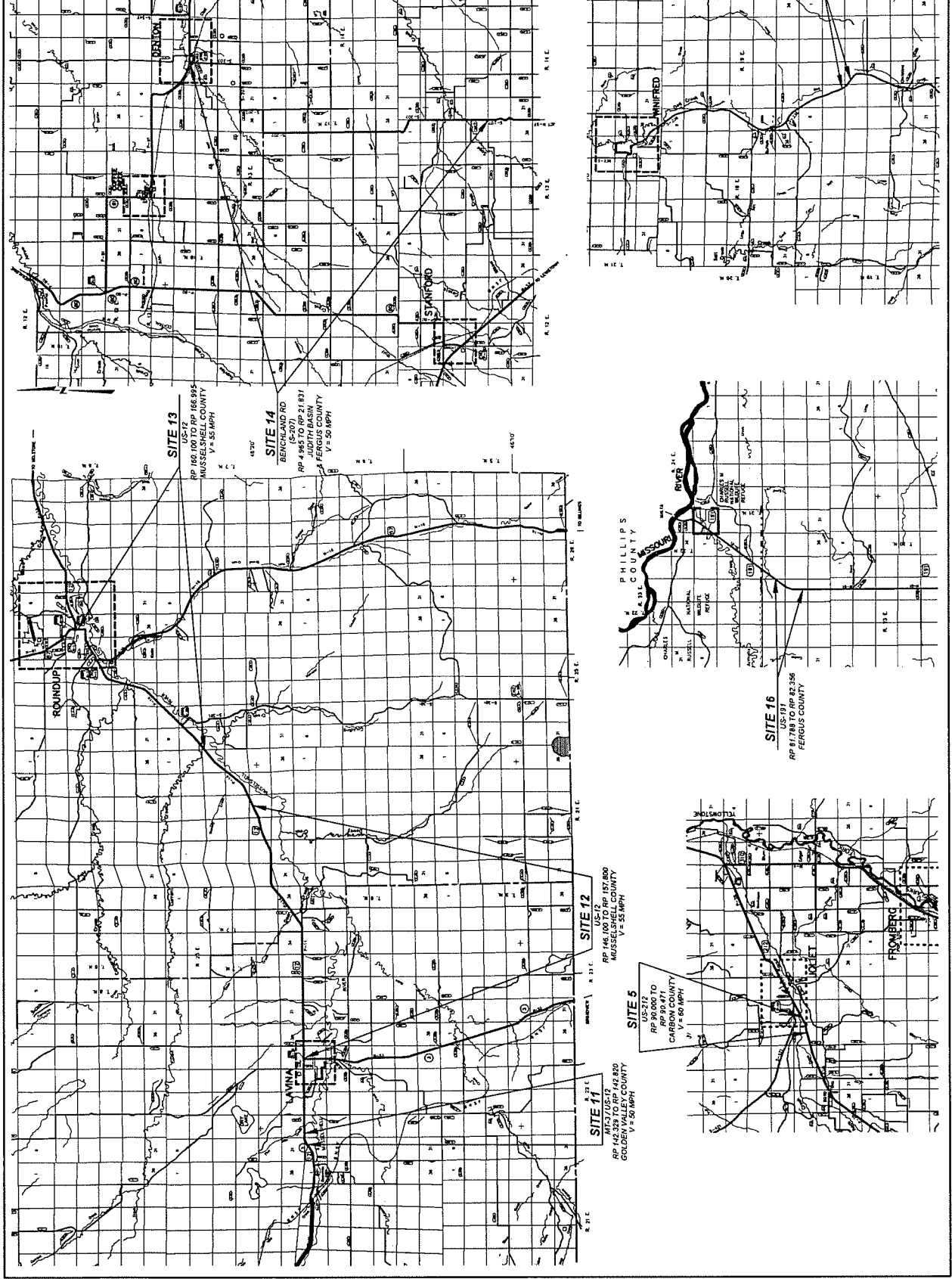
ASSOCIATED PROJECT AGREEMENT NUMBERS

R/W	#####
I.C.	#####
P.E.	#####

MONTANA DEPARTMENT OF TRANSPORTATION

PROJECT NAME SF 209 BILLINGS DIST SIGNS
 COUNTY BIG HORN, CARBON, FERGIS, JUDITH BASIN, GOLDEN VALLEY, MUSSELSHELL, YELLOWSTONE
 PROJECT ID HSIP STWD(930)
 10299000

SHEET NO. 2
 TITLE SHEET (SHEET 2 OF 2)



SHEET NO.
3

TABLE OF CONTENTS,
NOTES

10299000

2/28/2024 10:15 AM
MONTANA
 Department of Transportation
 ROAD PLANS
 DESIGNED BY: T. BOLOGVIC
 CHECKED BY: S. VENNEN
 FEB. 2024
 REVIEWED BY: B. THOMPSON
 FEB. 2024
 PROJECT ID: HSP STWD(930)
 COUNTY: BIG HORN, CARBON, FERGUS, RUTHER BASIN, GOLDEN VALLEY, MUSSELSHELL, YELLOWSTONE
 PROJECT NAME: SF 209 BILLINGS DIST SIGNS
 UPN: 10299000SITLTL203.DWG

NOTES

UTILITIES

CALL THE UTILITIES UNDERGROUND LOCATION CENTER (811) OR OTHER NOTIFICATION SYSTEM FOR THE MARKING AND LOCATION OF ALL LINES AND SERVICES BEFORE EXCAVATING.

TABLE OF CONTENTS

ROAD PLANS	SHEET NO.
TITLE SHEET	1-2
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NOTES	3
<u>SIGNING PLANS</u>	
SUMMARY	S1
SPECIFICATIONS	S2-S18
DETAILS	S19-S20
PLANS	S21-S44

PLAN IN HAND

RPA ROBERT PECCIA & ASSOCIATES
 CIVIL ENGINEERING | TRANSPORTATION | PLANNING | SURVEYING

PRELIMINARY

**SUMMARY
SIGNING & DELINEATION QUANTITIES**

MATERIAL	SITE 1	SITE 2	SITE 3	SITE 4	SITE 5	SITE 6	SITE 7	SITE 8	SITE 9	SITE 10	SITE 11	SITE 12	SITE 13	SITE 15	SITE 16	TOTALS	UNIT
SIGNS-ALUM REFL SHEET XI	18.6	12.6	63.0	175.2	72.6	92.6	33.8	162.4			12.6			62.6	12.6	718.6	SOFT
REMOVE SIGN					1	2	2	8								13	EACH
POLES-TREATED WOOD 4 IN	28.0	28.0	140.0	56.0	28.0	28.0	70.0				28.0			28.0	28.0	462.0	LNFT
POLES-TREATED WOOD 5 IN				210.0	84.0	112.0								70.0		476.0	LNFT
PANEL DELINEATOR DESIGN A											22				26	48	EACH
DELINEATOR DES A							65		537	318	356	10	206			1482	EACH
DELINEATOR DES D							2		18	12						52	EACH

DELINEATOR LEGEND

	SITE 7	SITE 9	SITE 10	SITE 11	SITE 12	SITE 13	SITE 16	TOTAL
— DELINEATOR DES "A"	65	537	318					1482
— DELINEATOR DES "D"	2	18	12					52
— DELINEATOR DESIGN "A"				22			26	48

**SUMMARY
SIGNING & DELINEATION**

MATERIAL	SITE 14	UNIT
SIGNS-SHEET ALUM SHT INCR XI	21.0	SOFT
SIGNS-ALUM REFL SHEET XI	389.8	SOFT
REMOVE SIGN	32	EACH
POLES-TREATED WOOD 4 IN	420.0	LNFT
POLES-TREATED WOOD 5 IN	196.0	LNFT
DELINEATOR DES A	651	EACH
DELINEATOR DES D	6	EACH

DELINEATOR LEGEND

	SITE 14
— DELINEATOR DES "A"	651
— DELINEATOR DES "D"	6

X = STANDARD PROGRAM UNIT
 UNITS ARE LISTED IN THE QUANTITY COLUMN
 UNITS ARE LISTED IN THE QUANTITY COLUMN
 UNITS ARE LISTED IN THE QUANTITY COLUMN

FV = FILLING
 FILLING

FYG = FILLING
 FILLING

MONITORING HEIGHT REQUIREMENTS:
 MONITORING HEIGHT REQUIREMENTS:
 MONITORING HEIGHT REQUIREMENTS:
 MONITORING HEIGHT REQUIREMENTS:
 MONITORING HEIGHT REQUIREMENTS:



SIGNING PLANS

DESIGNED BY
T. BOULOVIC
REVISED BY
B. THOMPSON
CHECKED BY
S. YENNER
FEB 2024
UPN 10299000

PROJECT NAME
SF 209 BILLINGS DIST SIGNS
COUNTY
BIG HORN CARBON FERROUS JUDITH BASIN GOLDEN VALLEY MUSSELSHELL YELLOWSTONE
PROJECT ID
HSP STDW(930)
UPN 10299000

SIGN SPECIFICATIONS

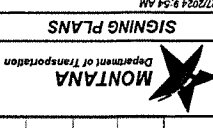
SHEET NO.
S2

SIGN LOCATION		SIGN PANEL SPECIFICATIONS						SIGN ASSEMBLY SPECIFICATIONS										SIGN ASSEMBLY QUANTITIES				ADDITIONAL SIGN INFORMATION																															
STATION / R.P.	DIRECTION	RAMP NO.	SIGN NO. (MULTI)	PANEL SIZE (INCHES)		W	H	LEG	REFLECTIVE SHEETING	TYPE	TY ON PYS	BACK BRACING REQ'D	ANGLE IRON REQ'D	DOUBLE FACE SIGN / MOUNT BACK TO BACK	REPLACE SIGN FACE ONLY	CLEARANCE/OFFSET (SHOULDER TO EDGE OF SIGN)	FEET	SLOPE	TYPE OF SUPPORT	SIGN SUPPORT SPACING	MOUNTING HEIGHT	SIGN HEIGHT + GAPS	FOUNDATION DEPTH	SUPPORT LENGTH (ESTIMATED)	CANTILEVER	BREAKAWAY TYPE	BEHIND GUARDRAIL	SHEET ALUMINUM	SHEET ALUMINUM INCREMENT	WOOD POLE (UNIF. FT.)	5" TOP DIA.	4" TOP DIA.	ROUND TUBULAR	SQUARE TUBULAR	STEEL POST (LBS.)	T.U. POST	BREAKAWAY	SIGN GUIDE	RESET	SIGN GUIDE	SIGN TEXT	REMARKS											
SITE 1 - US 212																																																					
6+200	NB		W11-13	30	X	30	X	X								10.00	4" Treated Wood Pole	4" Treated Wood Pole	5.00	3.0	3.0	11.7'						6.3	14.00	14.00														WILDLIFE CROSSING	NEW - W11-13								
6+200	SB		W7-3A	24	X	18	X	X																				3.0																		NEET'S WHITES	NEW - W7-3A						
6+200	SB		81-1																																													STOP	USE AS IS - STOP				
6+200	SB		W11-13	30	X	30	X	X								10.00	4" Treated Wood Pole	4" Treated Wood Pole	5.00	3.0	3.0	11.7'						6.3	14.00	14.00																		WILDLIFE CROSSING	NEW - W11-13				
6+200	SB		W7-3A	24	X	18	X	X																				3.0																			NEET'S WHITES	NEW - W7-3A					
SITE 2 - S 308																																																					
1+000	NB		W11-13	30	X	30	X	X								10.00	4" Treated Wood Pole	4" Treated Wood Pole	5.00	3.0	3.0	11.7'						6.3	14.00	14.00																		WILDLIFE CROSSING	NEW - W11-13				
1+000	SB		[] W1 B																																													CHRYSON	USE AS IS - W1 B				
1+017	SB		[] W1 B																																													CHRYSON	USE AS IS - W1 B				
1+064	SB		[] W1 B																																													CHRYSON	USE AS IS - W1 B				
1+086	SB		[] W1 B																																													CHRYSON	USE AS IS - W1 B				
5+200	NB		[] W1 B																																														CHRYSON	USE AS IS - W1 B			
5+700	SB		53-3																																														SCHOOL BUS STOP	USE AS IS - 53-3			
5+700	SB		W11-13	30	X	30	X	X								10.00	4" Treated Wood Pole	4" Treated Wood Pole	5.00	3.0	3.0	11.7'						6.3	14.00	14.00																				WILDLIFE CROSSING	NEW - W11-13		
SITE 3 - MT 72																																																					
0+500	NB		W11-13	30	X	30	X	X								10.00	4" Treated Wood Pole	4" Treated Wood Pole	5.00	3.0	3.0							6.3	14.00	14.00																					WILDLIFE CROSSING	NEW - W11-13	
0+500	SB		W11-13	30	X	30	X	X								10.00	4" Treated Wood Pole	4" Treated Wood Pole	5.00	3.0	3.0							6.3	14.00	14.00																						WILDLIFE CROSSING	NEW - W11-13
0+013	NB		66-4B																																																	WELCOME TO MONTANA	USE AS IS - 66-4B

SIGN LOCATION		SIGN PANEL SPECIFICATIONS										SIGN ASSEMBLY SPECIFICATIONS										SIGN ASSEMBLY QUANTITIES			ADDITIONAL SIGN INFORMATION																		
LEFT	RIGHT	STATION / R.P.	DIRECTION	RAMP NO.	SIGN NO. (MUTCO)	PANEL SIZE (INCHES)		REFLECTIVE SHEETING	TYPE		FEET		FEET	TYPE OF SUPPORT	SIGN SUPPORT		SPACING	MOUNTING HEIGHT	SIGN HEIGHT + GAPS	FOUNDATION DEPTH	FEET	SUPPORT LENGTH (ESTIMATED)		CANTILEVER	BREAKAWAY TYPE	BEND GUARDRAIL	SHEET ALUMINUM	SHEET ALUMINUM INCREMENT	WOOD POLE (LHR. FT.)	ROUND TUBULAR	SQUARE TUBULAR	"U"-POST	BREAKAWAY SIGN	GUIDE SIGN	RESET SIGN	GUIDE	SIGN TEXT	REMARKS					
8.316	83					74	30	XI	FI	5'-0"	3.5	13'-6"	5'-0"	4" Treated Wood Pole		5'-0"	5'-0"	5'-0"	14'-0"	5" TOP DIA.	5" TOP DIA.							10.0			1			1	CHEVRON	NEW - W1-R							
8.275	50																																				PASS WITH CARE	USE AS IS + BR-2					
8.204	09					74	30	XI	FI	5'-0"	3.5	13'-6"	5'-0"	5" Treated Wood Pole		5'-0"	5'-0"	5'-0"	14'-0"	5" TOP DIA.	5" TOP DIA.							10.0			1			1	CHEVRON	NEW - W1-R							
8.117	04					74	30	XI	FI	5'-0"	3.5	13'-6"	5'-0"	5" Treated Wood Pole		5'-0"	5'-0"	5'-0"	14'-0"	5" TOP DIA.	5" TOP DIA.							10.0			1			1	CHEVRON	NEW - W1-R							
8.341	58					74	30	XI	FI	5'-0"	3.5	13'-6"	5'-0"	5" Treated Wood Pole		5'-0"	5'-0"	5'-0"	14'-0"	5" TOP DIA.	5" TOP DIA.							10.0			1			1	CHEVRON	NEW - W1-R							
						30	30	XI	FI	5'-0"	3.0	13'-0"	5'-0"	4" Treated Wood Pole		5'-0"	5'-0"	5'-0"	14'-0"	5" TOP DIA.	5" TOP DIA.						6.3										CHEVRON	NEW - W1-R					

SITE 7 - RIVER RD

DESIGNED BY: T. BOULOVIC (FEB. 2024)
 REVIEWED BY: B. THOMPSON (FEB. 2024)
 CHECKED BY: S. YENNER (FEB. 2024)
 PROJECT ID: HSP STWD(1930)
 UPN 10299000
 COUNTY: BIG HORN, CARBON, FERROS, JUDITH BASIN, GOLDEN VALLEY, MUSSELSHELL, YELLOWSTONE
 PROJECT NAME: SF 209 BILLINGS DIST SIGNS



SIGN SPECIFICATIONS
SIGN
 SHEET NO. SB

SIGN LOCATION			SIGN PANEL SPECIFICATIONS										SIGN ASSEMBLY SPECIFICATIONS										SIGN ASSEMBLY QUANTITIES				ADDITIONAL SIGN INFORMATION													
STATION / R.P.	INDN	DIRECTION	RAMP NO.	SIGN NO. (MUTCD)	PANEL SIZE (INCHES)		REFLECTIVE SHEETING TYPE	FR ON FVG	BACK BRACING REQ'D	DOUBLE FACE SIGN / MOUNT BACK TO BACK	CLEARANCE/OFFSET (SHOULDER TO EDGE OF SIGN)	FEET	SLOPE	TYPE OF SUPPORT	SIGN SUPPORT SPACING	MOUNTING HEIGHT	SIGN HEIGHT + GAPS	FOUNDATION DEPTH	FEET			SUPPORT LENGTH (ESTIMATED)	CANTILEVER	BREAKAWAY TYPE	BEHIND GUARDRAIL	SHEET ALUMINUM	SHEET ALUMINUM INCREMENT	WOOD POLE (UNIF. FT.)	ROUND TUBULAR	SQUARE TUBULAR	STEEL POST (LBS.)	"U" POST	SIGN BREAKAWAY	GUIDE SIGN	RESET SIGN	GUIDE SIGN	REMARKS			
0+97.2	SB			(1)D3-1	47	10	BB																																	USE AS IS - GRAND AVE
				81.7																																		YIELD	USE AS IS - YIELD	
0+939	SB			R99-1	42	10	BB																																REPLACE = R99-1	
				81.2																																		TO BOTH LANES - MOUNT ON EXISTING SIGN POLE	USE AS IS - YIELD	
0+939	SB			R99-1	47	10	BB																																REPLACE = R99-1	
				(1)D3-1																																		TO BOTH LANES - MOUNT ON EXISTING SIGN POLE	USE AS IS - SHIELD RD	
				81.2																																		YIELD	USE AS IS - YIELD	
1+515	SB			R99-1	42	10	BB																															REPLACE = R99-1		
				81.2																																		TO BOTH LANES - MOUNT ON EXISTING SIGN POLE	USE AS IS - YIELD	
1+515	SB			R99-1	42	10	BB																															REPLACE = R99-1		
				(1)D3-1																																		TO BOTH LANES - MOUNT ON EXISTING SIGN POLE	USE AS IS - SHIELD RD	
				81.2																																		YIELD	USE AS IS - YIELD	
1+512	SB			R99-1	47	10	BB																															REPLACE = R99-1		
				24.2																																		TO BOTH LANES - MOUNT ON EXISTING SIGN POLE	USE AS IS - BROADWATER AVE	
1+512	SB			R99-1	42	10	BB																															REPLACE = R99-1		
				(1)D3-1																																		TO BOTH LANES - MOUNT ON EXISTING SIGN POLE	USE AS IS - YIELD	
				81.2																																		YIELD	USE AS IS - YIELD	
1+512	SB			R99-1	42	10	BB																															REPLACE = R99-1		
				81.2																																		TO BOTH LANES - MOUNT ON EXISTING SIGN POLE	USE AS IS - YIELD	

SIGN LOCATION		SIGN PANEL SPECIFICATIONS							SIGN ASSEMBLY SPECIFICATIONS										SIGN ASSEMBLY QUANTITIES						ADDITIONAL SIGN INFORMATION																									
STATION / R.P.	LEFT / MIDN / RIGHT / DIRECTION	SIGN NO. (MUTCD)	PANEL SIZE (INCHES)		REFLECTIVE SHEETING TYPE	BACK BRACING REQ'D	ANGLE IRON REQ'D	DOUBLE FACE SIGN / MOUNT BACK TO BACK	REPLACE SIGN FACE ONLY	CLEANLINE/SHOULDER TO EDGE OF SIGN)	FEET	SLOPE	TYPE OF SUPPORT	SIGN SUPPORT SPACING	MOUNTING HEIGHT	SIGN HEIGHT - CAPS	FOUNDATION DEPTH	SUPPORT LENGTH (ESTIMATED)			CANTILEVER	BREAKAWAY TYPE	BEND GUARDRAIL	SHEET ALUMINUM	SHEET ALUMINUM INCREMENT	WOOD POLE (LNR. FT.)	5" TOP DIA.	4" TOP DIA.	ROUND TUBULAR	SQUARE TUBULAR	STRUCTURAL STEEL	"U" POST	BREAKAWAY	SIGN	GUIDE	RESET	SIGN	GUIDE	REMARKS											
			X	Y														Z																																
7+10.0	X	1000	48	72	R					5.2	0%	POST	8	8	0	0	1	1	1	0			1	2	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0							
7+15.0	X	1001	48	72	R					5.2	0%	POST	8	8	0	0	1	1	1	0			1	2	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
7+20.0	X	1002	48	72	R					5.2	0%	POST	8	8	0	0	1	1	1	0			1	2	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
7+25.0	X	1003	48	72	R					5.2	0%	POST	8	8	0	0	1	1	1	0			1	2	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
7+30.0	X	1004	48	72	R					5.2	0%	POST	8	8	0	0	1	1	1	0			1	2	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
7+35.0	X	1005	48	72	R					5.2	0%	POST	8	8	0	0	1	1	1	0			1	2	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
7+40.0	X	1006	48	72	R					5.2	0%	POST	8	8	0	0	1	1	1	0			1	2	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
7+45.0	X	1007	48	72	R					5.2	0%	POST	8	8	0	0	1	1	1	0			1	2	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
7+50.0	X	1008	48	72	R					5.2	0%	POST	8	8	0	0	1	1	1	0			1	2	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

PROJECT NAME
SF 209 BILLINGS DIST SIGNS
PROJECT ID
UPN 10299000

COUNTY
BIG HORN, CARBON, FERROS, GARDNER, GOLDEN VALLEY, MUSSELSHELL, YELLOWSTONE
DESIGNED BY
T. BOJLGOVIC

REVIEWED BY
B. THOMPSON
CHECKED BY
S. YENNER

FEB. 2024
FEB. 2024

SIGNING PLANS

Table with 2 columns: STATION / R.P., DIRECTION

Table with 2 columns: SIGN NO. (NUTCD), PANEL SIZE (INCHES)

Table with 4 columns: REFLECTIVE SHEETING TYPE, BACK BRACING REQ'D, ANGLE FROM REQ'D, DOUBLE FACE SIGN / MOUNT BACK TO BACK

Table with 4 columns: FEET, CLEARANCE/OFFSET (SHOULDER TO EDGE OF SIGN), SLOPE, TYPE OF SUPPORT

Table with 7 columns: SIGN SUPPORT SPACING, MOUNTING HEIGHT, SIGN HEIGHT + GAPS, FOUNDATION DEPTH, X, Y, Z SUPPORT LENGTH (ESTIMATED)

Table with 4 columns: SHEET ALUMINUM INCREMENT, WOOD POLE (UNK. FT.), ROUND TUBULAR, SQUARE TUBULAR, STRUCTURAL STEEL, "U" POST, BREAKAWAY SIGN, GUIDE, RESET, SIGN

Table with 2 columns: REMARKS, SIGN TEXT

Project information header including Project Name (SF 209 BILLINGS DIST SIGNS), Client (HSP STWD(930)), and Montana Department of Transportation logo.

Main sign specifications table with columns: SIGN NO., STATION / R.P., DIRECTION, PANEL SIZE, REFLECTIVE SHEETING, BACK BRACING, ANGLE FROM REQ'D, DOUBLE FACE SIGN, MOUNT BACK TO BACK, CLEARANCE/OFFSET, SLOPE, TYPE OF SUPPORT, FEET, SIGN SUPPORT SPACING, MOUNTING HEIGHT, SIGN HEIGHT + GAPS, FOUNDATION DEPTH, X, Y, Z SUPPORT LENGTH, TYPE OF SUPPORT, SHEET ALUMINUM, WOOD POLE, ROUND TUBULAR, SQUARE TUBULAR, STRUCTURAL STEEL, "U" POST, BREAKAWAY SIGN, GUIDE, RESET, SIGN, REMARKS.

Signs Plans section with project details and revision table.

Revisions table with columns: REVISED BY, DATE, PROJECT ID, PROJECT NAME, PROJECT NUMBER.

SIGN LOCATION		SIGN PANEL SPECIFICATIONS										SIGN ASSEMBLY SPECIFICATIONS										SIGN ASSEMBLY QUANTITIES										ADDITIONAL SIGN INFORMATION										
STATION / R.P.	DIRECTION	SIGN NO. (MUTCD)	SIGN SIZE (INCHES)			REFLECTIVE SHEETING TYPE	LEG	FRONT FACING	BACK BRACING REQ'D	DOUBLE FACE SIGN / MOUNT BACK TO BACK	CLEARANCE/OFFSET (SHOULDER TO EDGE OF SIGN)	SLOPE	TYPE OF SUPPORT	SIGN SUPPORT SPACING	MOUNTING HEIGHT	SIGN HEIGHT + GAPS	FOUNDATION DEPTH	FEET			CANTILEVER	BREAKAWAY TYPE	BEHIND GUARDRAIL	SHEET ALUMINUM	SHEET ALUMINUM INCREMENT	WOOD POLE (LINE FT.)	4" TOP DIA.	5" TOP DIA.	ROUND TUBULAR	SQUARE TUBULAR	STRUCTURAL STEEL	"U" POST	BREAKAWAY	SIGN GUIDE	REAR SIGN GUIDE	RESET	SIGN TEXT	REMARKS				
			X	Y	Z													X	Y	Z																						
11+746	NB		42	X	10	X1				6.00		4" Treated Wood Pole	5.00	5.00	3.0	10'-0"							5.8	12.00	12.00									1			1	STREET NAME	REPLACE - BENCHMARK RD			
11+500	SB		36	X	10	X1				10.00		4" Treated Wood Pole	5.00	5.00	3.0	13'-0"							5.9	14.00	14.00									1			1	STREET NAME	REPLACE - COOTIE CREEK RD			
13+886	SB		47	X	10	X1				6.00		4" Treated Wood Pole	5.00	5.00	3.0	23'-5"							5.8	14.00	14.00									1			1	STREET NAME	REPLACE - BENCHMARK RD			
13+871	SB		46	X	10	X1				6.00		4" Treated Wood Pole	5.00	5.00	3.0	23'-5"							5.8	14.00	14.00										1			1	STREET NAME	REPLACE - BENCHMARK RD		
13+507	NB		42	X	10	X1				6.00		4" Treated Wood Pole	5.00	5.00	3.0	23'-5"							5.8	14.00	14.00										1			1	YIELD	REPLACE - RT-2		
15+437	SB		36	X	36	X1						5" Treated Wood Pole	5.00	5.00	3.5	32'-0"							5.8	14.00	14.00											1			1	STREET NAME	REPLACE - HODDGE RD	
15+426	SB		30	X	30	X1						4" Treated Wood Pole	5.00	5.00	3.0	33'-0"							5.9	14.00	14.00											1			1	YIELD	REPLACE - RT-2	
15+471	SB		24	X	30	X1						5" Treated Wood Pole	5.00	5.00	3.5	32'-0"							10.0	14.00	14.00											1			1	CHEVRON	NEW - W1-8	
15+501	SB		24	X	30	X1						5" Treated Wood Pole	5.00	5.00	3.5	32'-0"							10.0	14.00	14.00											1			1	CHEVRON	REPLACE - W1-8	
15+316	SB		24	X	30	X1						5" Treated Wood Pole	5.00	5.00	3.5	32'-0"							10.0	14.00	14.00											1			1	CHEVRON	REPLACE - W1-8	
15+531	SB		24	X	30	X1						5" Treated Wood Pole	5.00	5.00	3.5	32'-0"							10.0	14.00	14.00											1			1	CHEVRON	NEW - W1-8	
15+550	SB		24	X	30	X1						5" Treated Wood Pole	5.00	5.00	3.5	32'-0"							10.0	14.00	14.00											1			1	CHEVRON	NEW - W1-8	
16+412	NB		30	X	30	X1						4" Treated Wood Pole	5.00	5.00	3.0	19'-0"							6.3	14.00	14.00												1			1	CURVE ARROW-LEFT	NEW - W1-2L
16+540	SB		30	X	30	X1						4" Treated Wood Pole	5.00	5.00	3.0	19'-0"							6.3	14.00	14.00												1			1	CURVE ARROW-RIGHT	REPLACE - W1-2L
17+387	NB		30	X	30	X1						4" Treated Wood Pole	5.00	5.00	3.0	19'-0"							6.3	14.00	14.00												1			1	CURVE ARROW-RIGHT	REPLACE - W1-2R
			30	X	30	X1						4" Treated Wood Pole	5.00	5.00	3.0	19'-0"							6.1	14.00	14.00												1			1	RIGHT CURVE WITH FORK	NEW - W1-100M

MONTANA
Department of Transportation

SIGNING PLANS
DESIGNED BY T. BOLOVIC
REVIEWED BY B. THOMPSON
CHECKED BY S. VEMER
DATE FEB 2024

PROJECT ID: HSP STWD(930)
COUNTY: RICE, HORN, CARBON, FERROUS, JUDITH BASIN, GOLDEN VALLEY, MURRELSHELL, YELLOWSTONE
PROJECT NAME: SF 209 BILLINGS DIST SIGNS
UPN 10299000

SIGN SPECIFICATIONS
SHEET NO. S16



DESIGNED BY

T. BOLOVIC FEB 2024

REVIEWED BY

B. THOMPSON FEB 2024

CHECKED BY

S. VENNEN FEB 2024

10299000SIDETZ01.DWG

UPN

10299000

HSP STWD(930)

PROJECT ID

BIG HORN CARBON, FERGUS, JUDITH BASIN, GOLDEN VALLEY, MUSSELSHELL, YELLOWSTONE

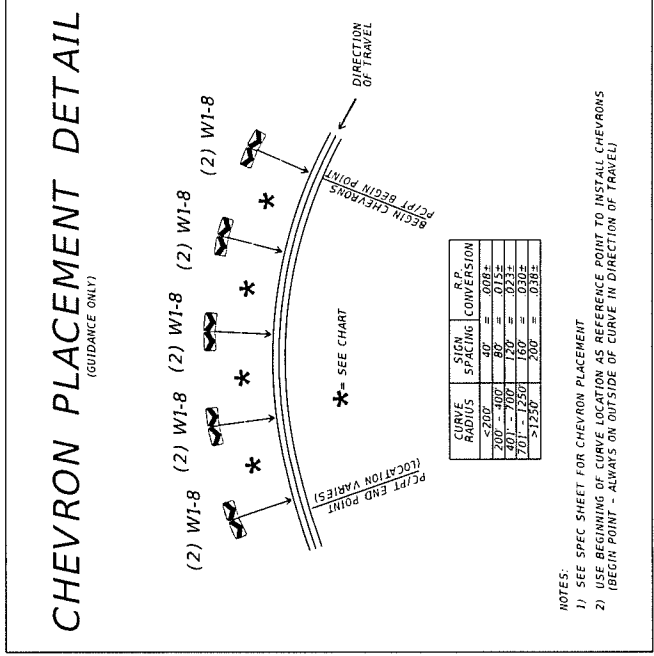
COUNTY

SF 209 BILLINGS DIST SIGNS

PROJECT NAME

CHEVRON DETAIL

SHEET NO. 519



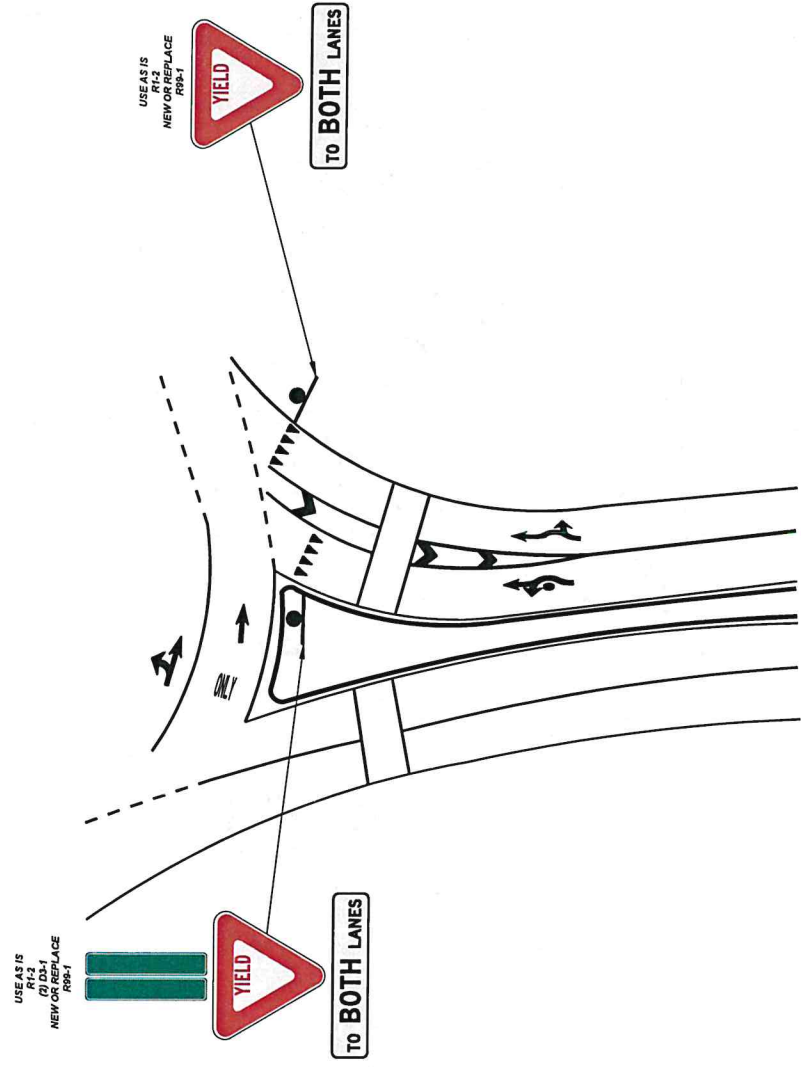
SHEET NO.
S20

TYPICAL SIGNING DETAIL
SITE 8 - SHILOH RD

DESIGNED BY T. BOLOVIC	FEB. 2024	COUNTY YELLOWSTONE	PROJECT NAME SF 209 BILLINGS DIST SIGNS
REVIEWED BY B. THOMPSON	FEB. 2024	PROJECT ID HSIP STWD(930)	
CHECKED BY S. VENNER	FEB. 2024	UPN 10299000	
10299000SICDET201.DWG			



TYPICAL SIGNING DETAIL
SITE 8 - SHILOH RD



PROJECT LOCATION - SHILOH RD RP 0.950 - RP 4.350
 ROUNDABOUT LOCATIONS:
 RP 0.922 SHILOH RD AND GRAND AVE
 RP 1.532 SHILOH RD AND BROADWATER AVE
 RP 2.003 SHILOH RD AND CENTRAL AVE
 RP 2.522 SHILOH RD AND MCARD RD
 RP 3.560 SHILOH RD AND SHILO CROSSING BLVD
 RP 4.088 SHILOH RD AND HESPER RD
 RP 4.380 SHILOH RD AND 200 RD
 SEE SIGN SPECIFICATION SHEETS S7 - S14 FOR
 SPECIFIC LOCATION AND QUANTITY INFORMATION

SIGNING PLANS

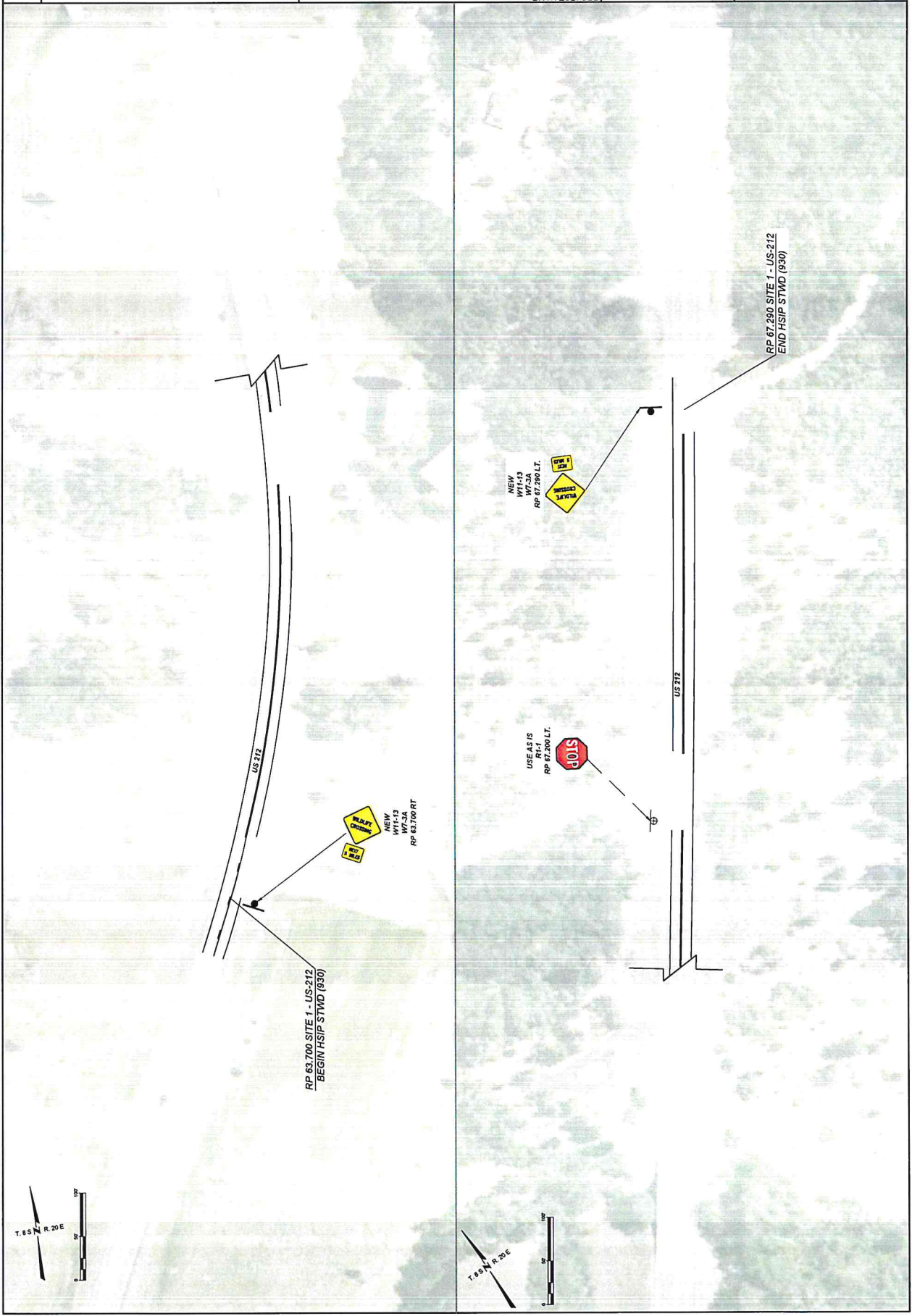


DESIGNED BY	T. BOBLOVIC
REVIEWED BY	B. THOMPSON
CHECKED BY	S. YENNER
UPN	FEB 2024

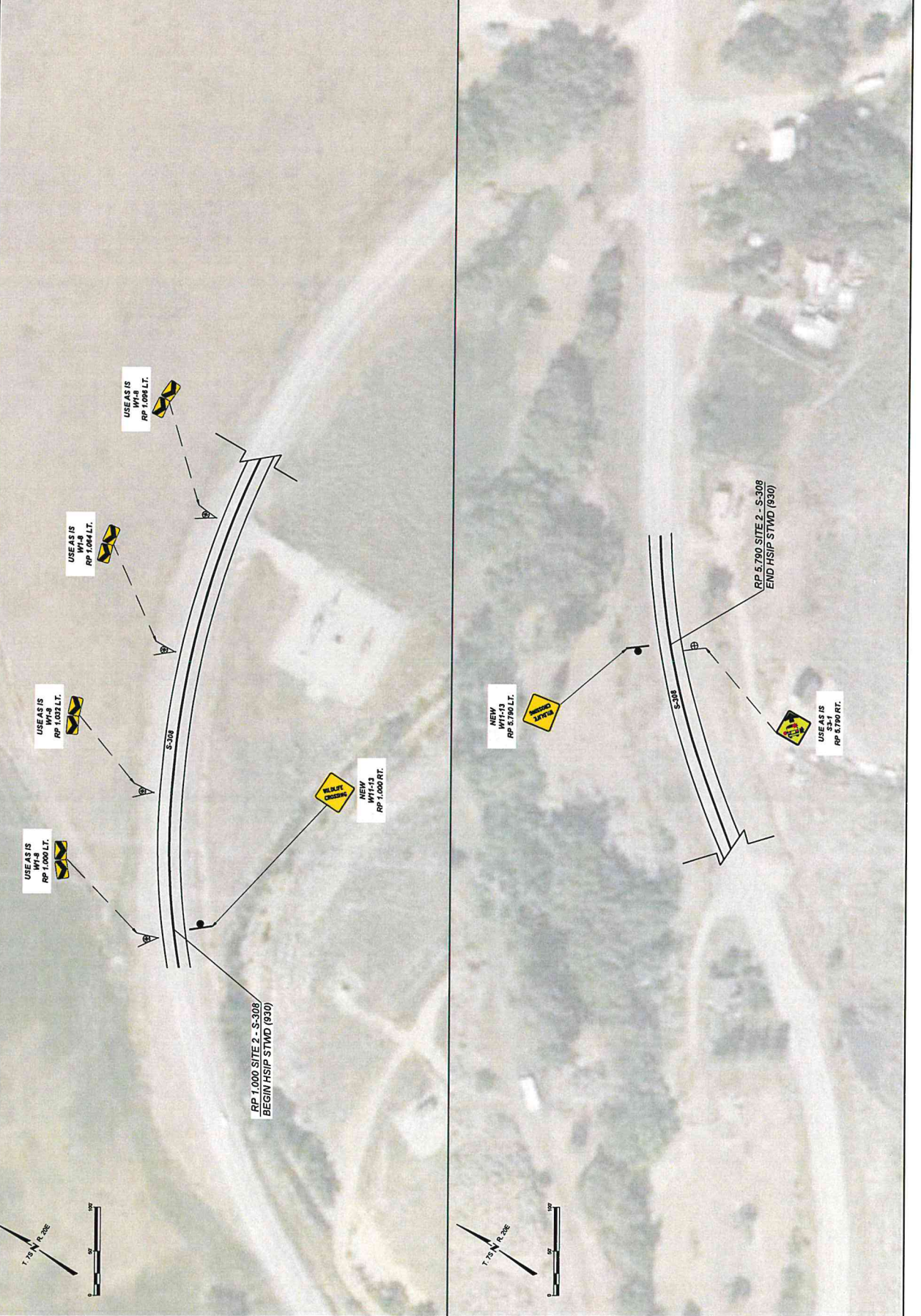
PROJECT NAME	SF 209 BILLINGS DIST SIGNS
COUNTY	CARBON
PROJECT ID	HSIP STWD(930)
102990005	PLN201.DWG

SHEET NO. S21

SIGNING PLANS
SITE 1 - US-212

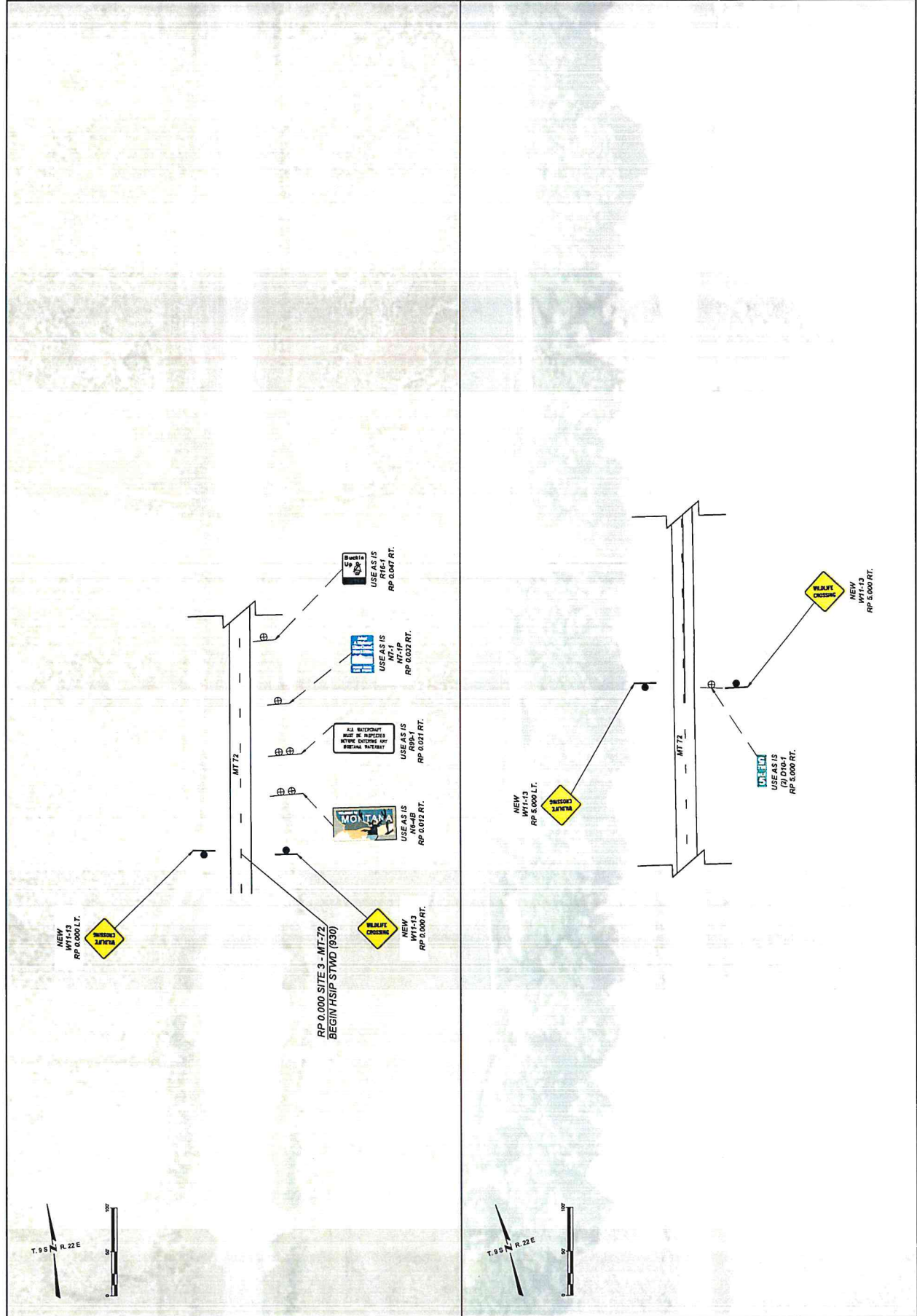


SIGNING PLANS MONTANA Department of Transportation		DESIGNED BY T. BOLOVIC	PROJECT NAME SF 209 BILLINGS DIST SIGNS
CHECKED BY S. VEMNER	PROJECT ID HSIP STWD(930)	COUNTY CARBON	PROJECT NO. 10299000
REVIEWED BY B. THOMPSON	UPRN 10299000SIP/PLN22 DWS	DATE FEB. 2024	DATE FEB. 2024
DATE FEB. 2024	DATE FEB. 2024	DATE FEB. 2024	DATE FEB. 2024



DESIGNED BY	T. BOBOLVIC	FEB. 2024
CHECKED BY	B. THOMPSON	FEB. 2024
PROJECT NAME	SF 209 BILLINGS DIST SIGNS	
COUNTY	CARBON	
PROJECT ID	HSIP STWD(930)	
UPN	10299005	

PROJECT NAME	SF 209 BILLINGS DIST SIGNS
COUNTY	CARBON
PROJECT ID	HSIP STWD(930)
UPN	10299005



MONTANA
Department of Transportation

SIGNING PLANS

DESIGNED BY	T. BOLOGNINI
REVIEWED BY	B. THOMPSON
CHECKED BY	S. VENNEN
DATE	FEB. 2024

PROJECT NAME: SF 209 BILLINGS DIST SIGNS

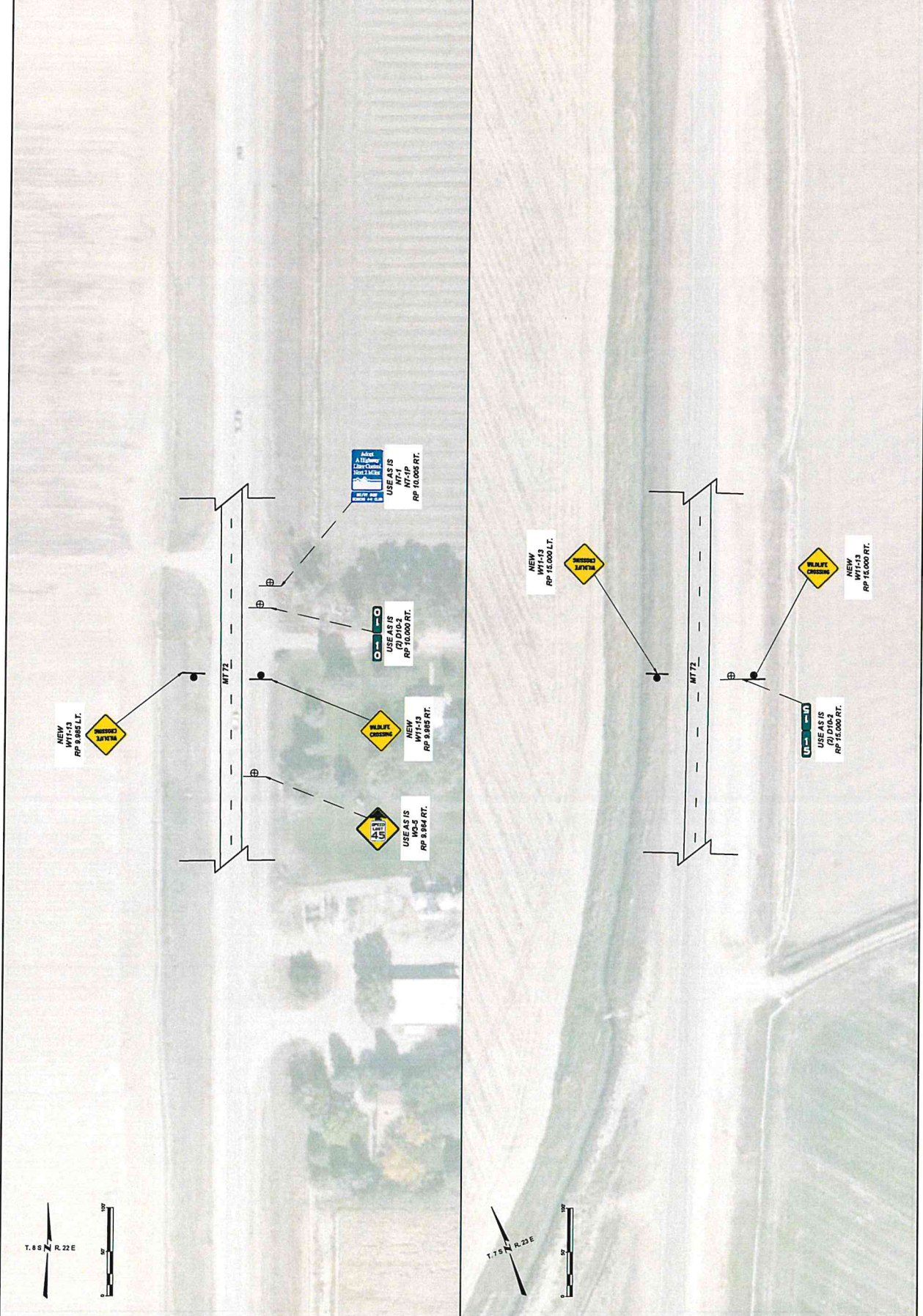
COUNTY: CARBON

PROJECT ID: HSIP STWD(930)

PROJECT NO.: 10299000

SIGNING PLANS
SITE 3 - MT-72
(SHEET 2 OF 3)

SHEET NO. S24



SIGNING PLANS

Department of Transportation
MONTANA



DESIGNED BY

T. BOLOVIC FEB. 2024

REVIEWED BY

B. THOMPSON FEB. 2024

CHECKED BY

S. VENNERS FEB. 2024

102990051PLM203.DWG

PROJECT NAME

SF 209 BILLINGS DIST SIGNS

COUNTY

CARBON

PROJECT ID

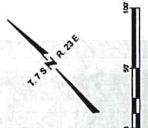
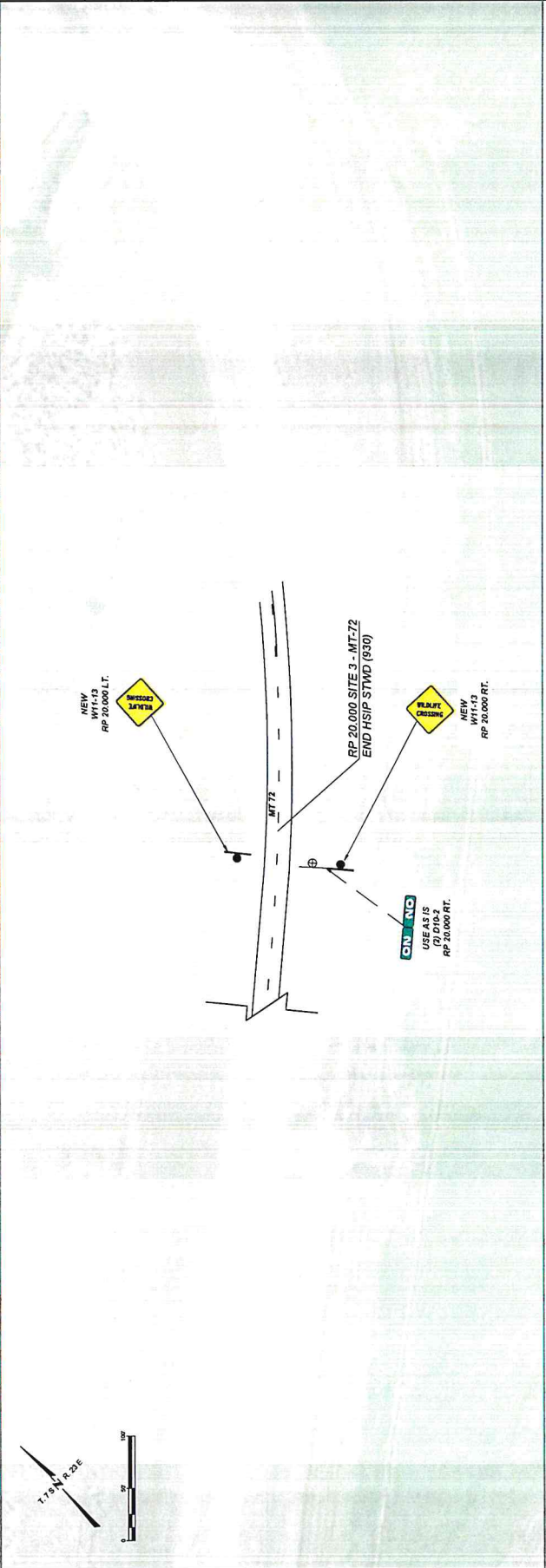
HSP STWD(930)

10299000

SIGNING PLANS
SITE 3 - MT-72
(SHEET 3 OF 3)

S25

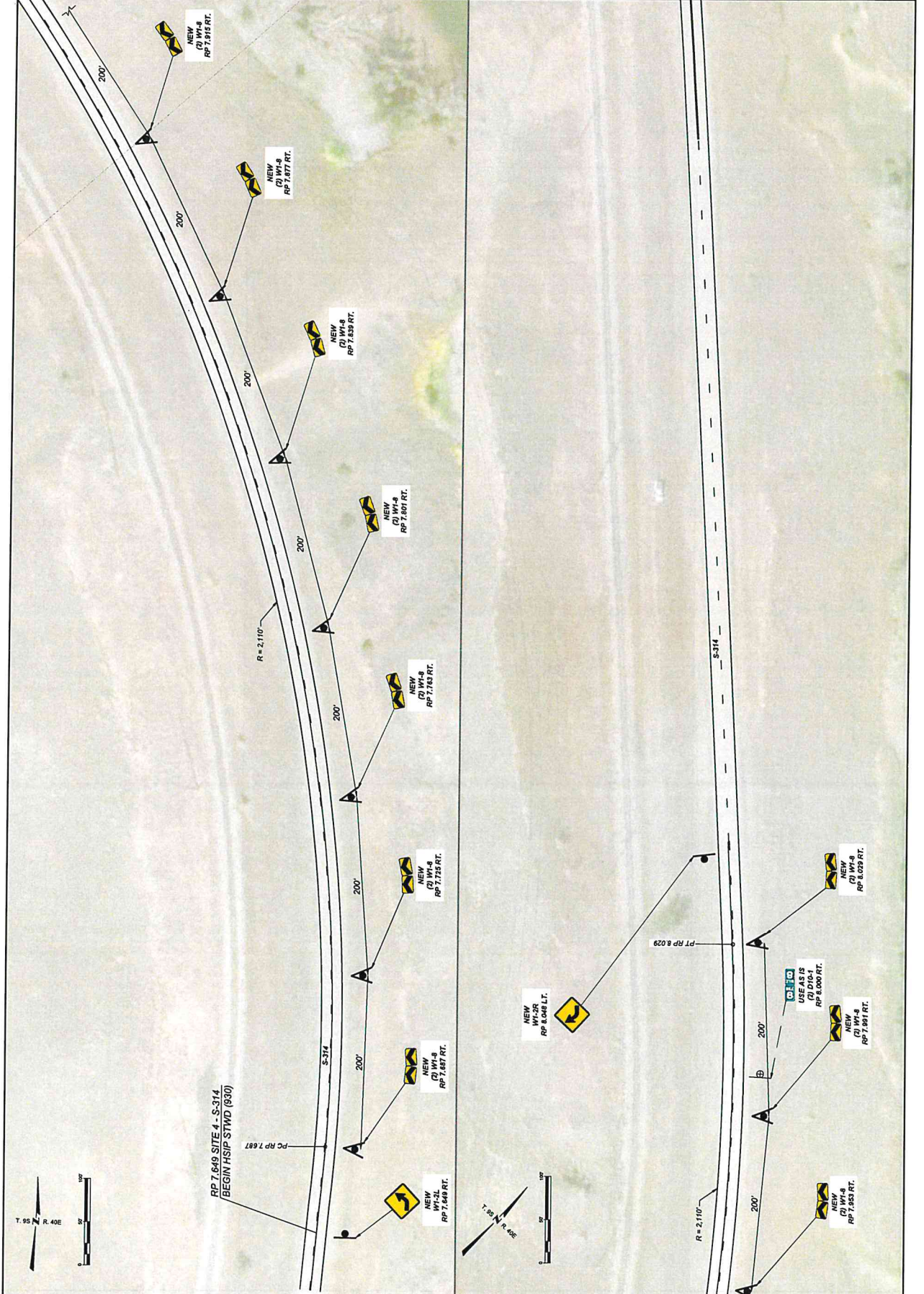
SHEET NO.



DESIGNED BY	T. BOLOVIC	FEB. 2024
CHECKED BY	S. VENNERT	FEB. 2024
REVIEWED BY	B. THOMPSON	FEB. 2024
PROJECT ID	HSP STWD(930)	
PROJECT NAME	SF 209 BILLINGS DIST SIGNS	
COUNTY	BIG HORN	
UPN	102990005/PLN204.DWG	

SHEET NO.	S26
SIGNING PLANS	
SITE 4 - S-314	
(SHEET 1 OF 2)	

PROJECT NAME
 SF 209 BILLINGS DIST SIGNS
 COUNTY
 BIG HORN
 HSP STWD(930)
 10299000



SIGNING PLANS

MONTANA
Department of Transportation



DESIGNED BY
T. BOJLGOVIC
FEB. 2024

REVIEWED BY
B. THOMPSON
FEB. 2024

CHECKED BY
S. VENNEMER
FEB. 2024

PROJECT ID
HSIP STWD(930)

PROJECT NAME
SF 209 BILLINGS DIST SIGNS

COUNTY
BIG HORN

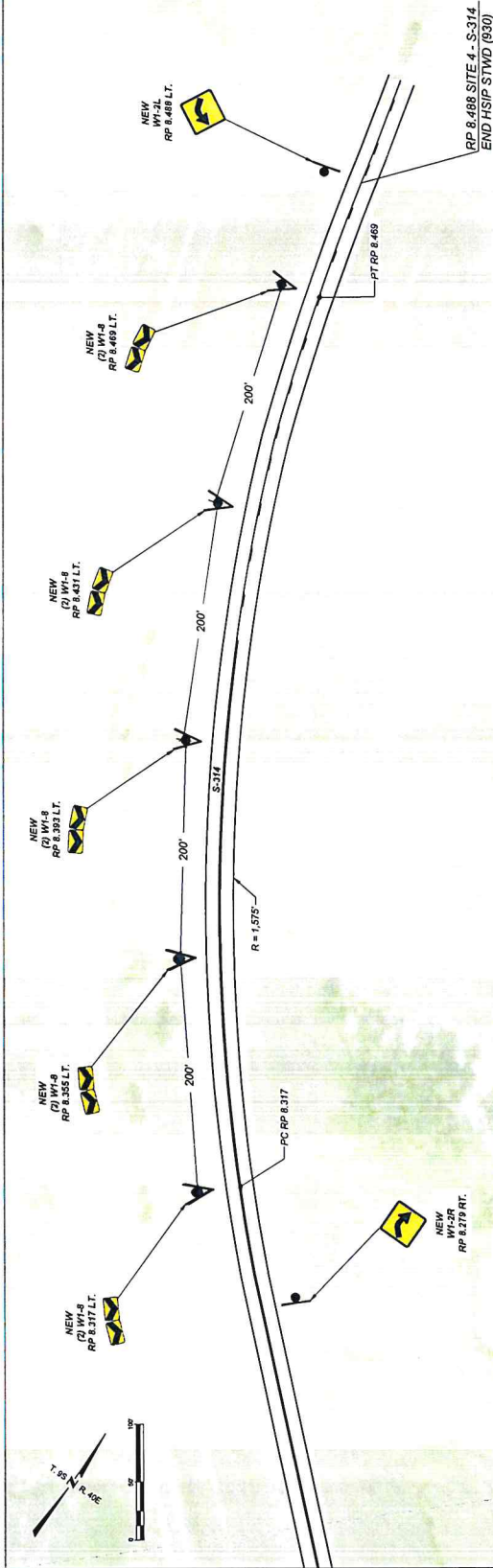
PROJECT NAME
HSIP STWD(930)

PROJECT ID
10299000

SIGNING PLANS
SITE 4 - S-314
(SHEET 2 OF 2)

S27

SHEET NO.



PRELIMINARY

RPA ROBERT PECIA & ASSOCIATES
CIVIL ENGINEERING | TRANSPORTATION | PLANNING | SURVEYING

PLAN IN HAND

SHEET NO.
528

SIGNING PLANS
SITE 5 - US-212

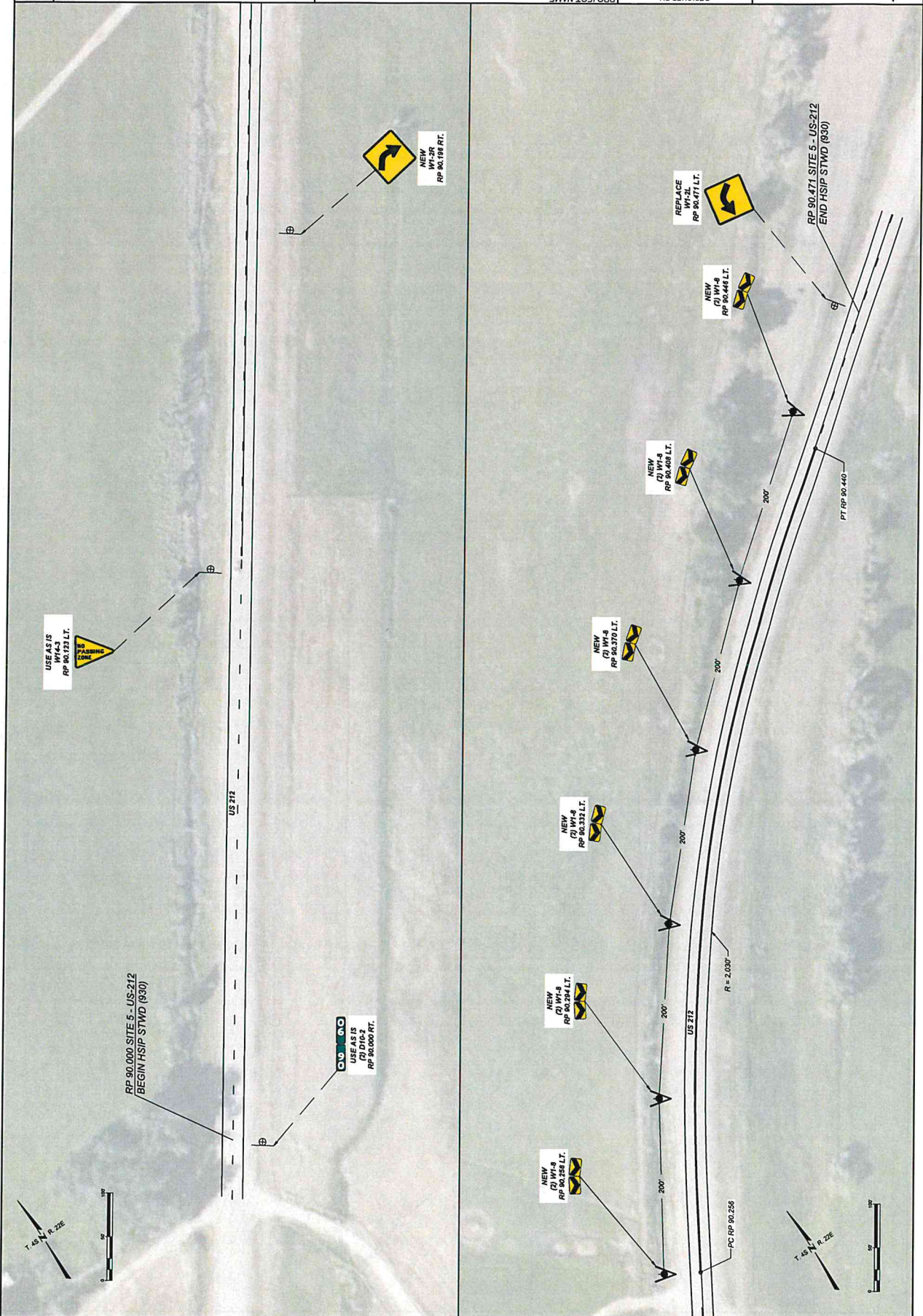
PROJECT NAME
SF 209 BILLINGS DIST SIGNS
COUNTY
CARBON
PROJECT ID
HSIP STWD(930)
UPN
10299000

DESIGNED BY
T. BODLOVIC
REVIEWED BY
B. THOMPSON
CHECKED BY
S. VENNERS
FEB. 2024
FEB. 2024
FEB. 2024

2/27/2024 8:59 AM

MONTANA
Department of Transportation

SIGNING PLANS



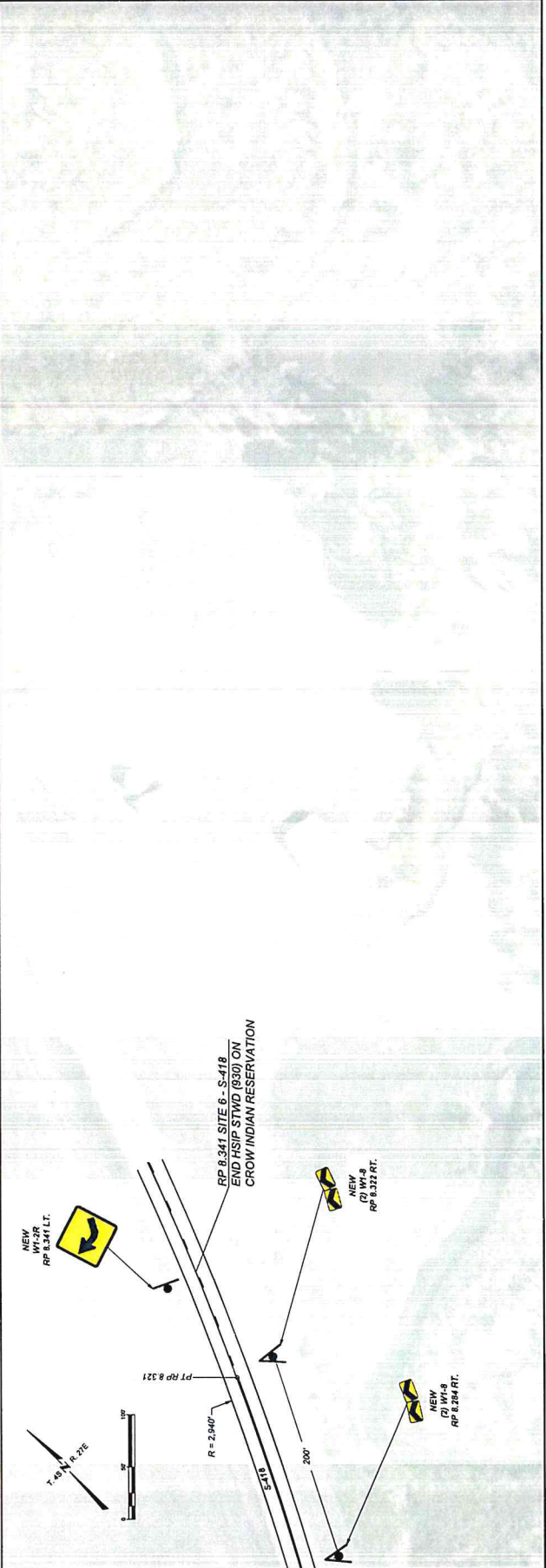
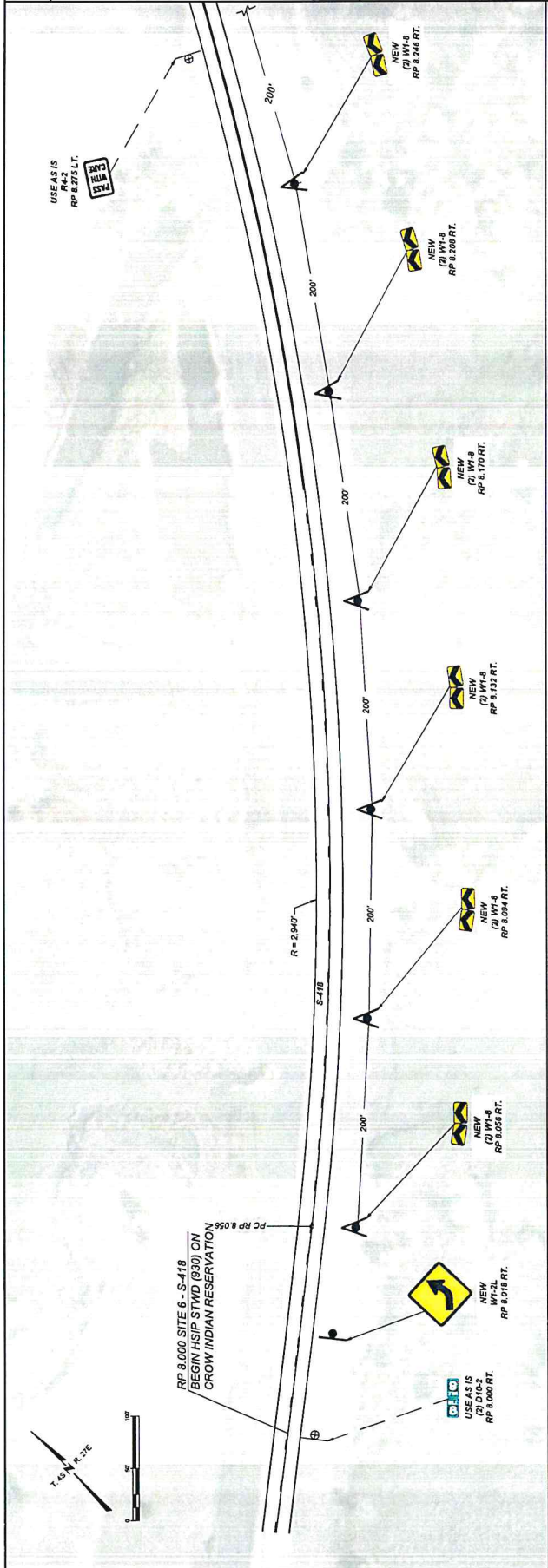
PLAN IN HAND

RPA ROBERT PECICA & ASSOCIATES
CIVIL ENGINEERING | TRANSPORTATION PLANNING | SURVEYING

PRELIMINARY

DESIGNED BY	T. BODLOVIC
REVIEWED BY	FEB. 2024
CHECKED BY	B. THOMPSON
DATE	FEB. 2024
PROJECT ID	HSIP STWD(930)
PROJECT NAME	YELLOWSTONE
COUNTY	
STATE	WY
DATE	FEB. 2024
PROJECT NAME	SF 209 BILLINGS DIST SIGNS
PROJECT NO.	10299000

SIGNING PLANS
 SITE 6 - S-418
 SHEET NO. 529



PLAN IN HAND

PRELIMINARY

SIGNING PLANS

Department of Transportation
MONTANA

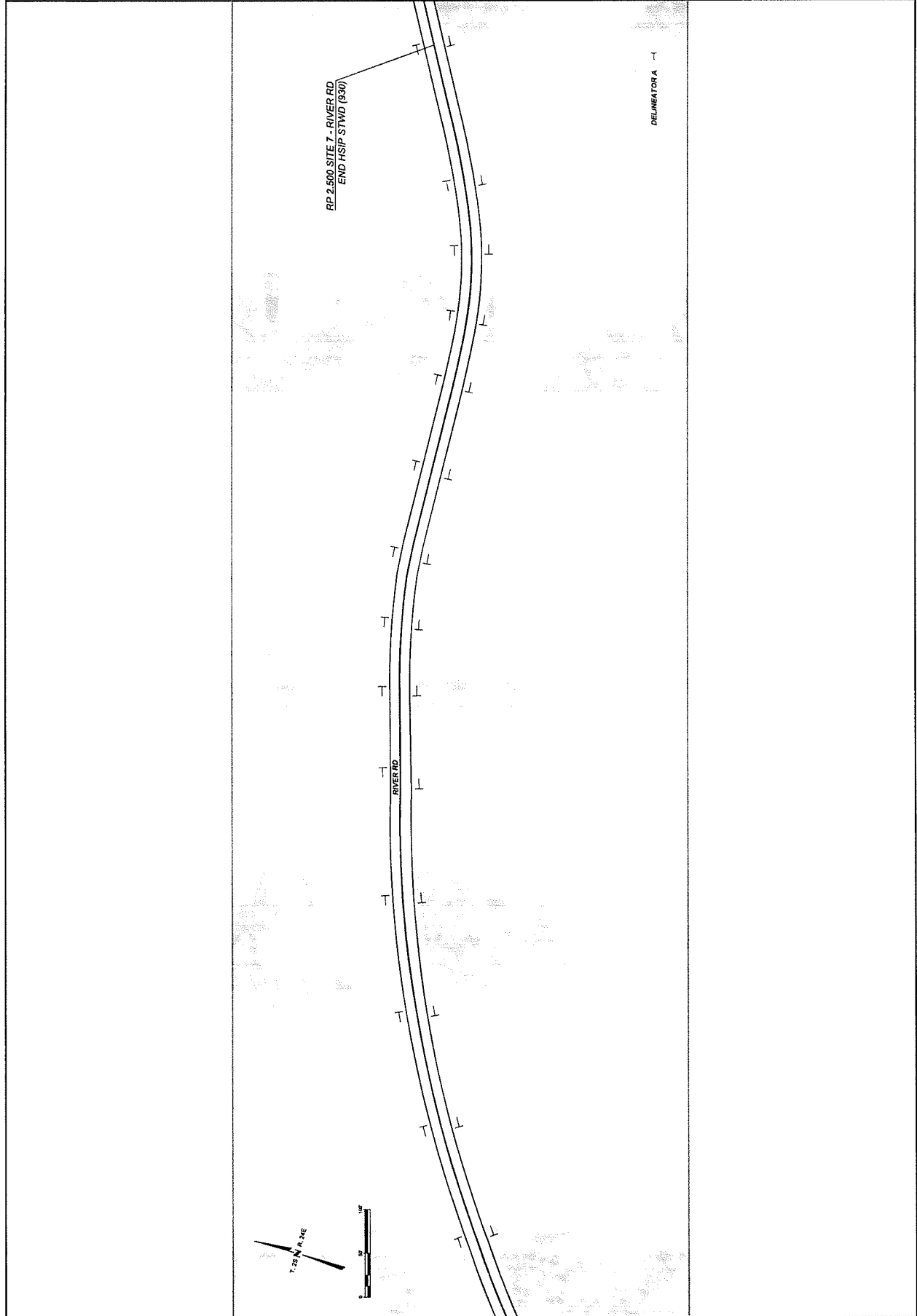


DESIGNED BY	T. BOLOVIC	FEB. 2024
CHECKED BY	B. THOMPSON	FEB. 2024
REVIEWED BY		
UPN	S. VENNEMER	FEB. 2024

PROJECT NAME	SF 209 BILLINGS DIST SIGNS
COUNTY	YELLOWSTONE
PROJECT ID	HSIP STWD(930)
UPN	10299000

SIGNING PLANS
SITE 7 - RIVER RD
(SHEET 2 OF 2)

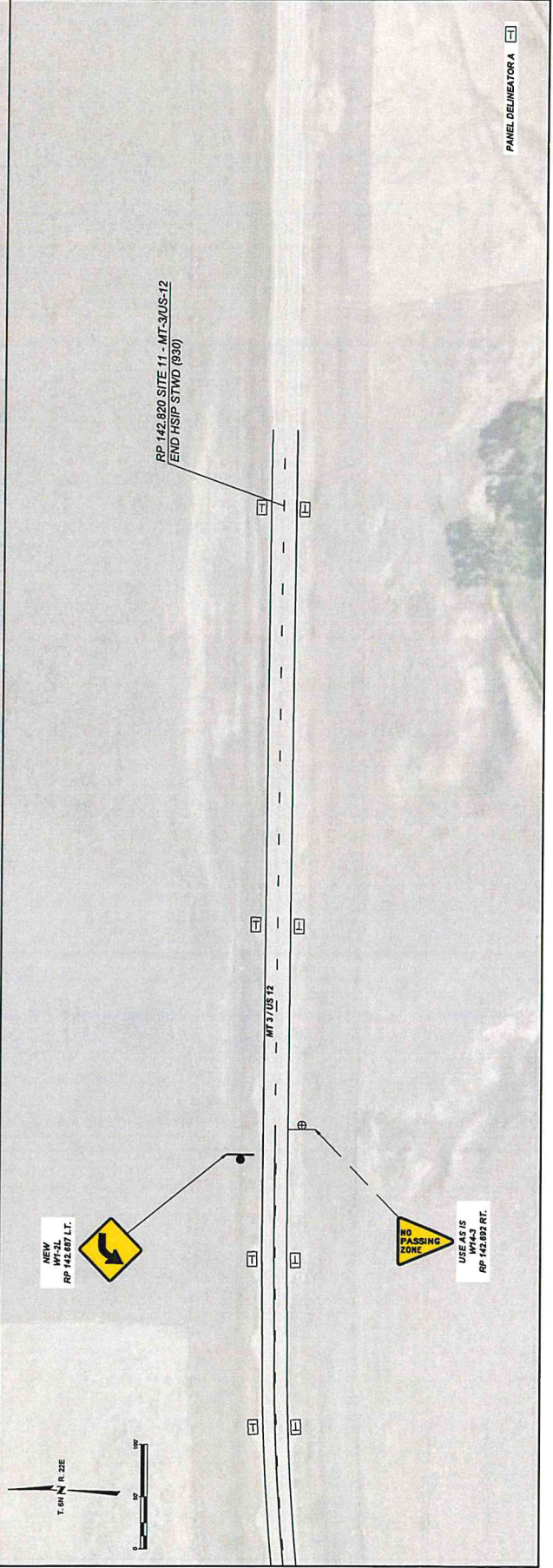
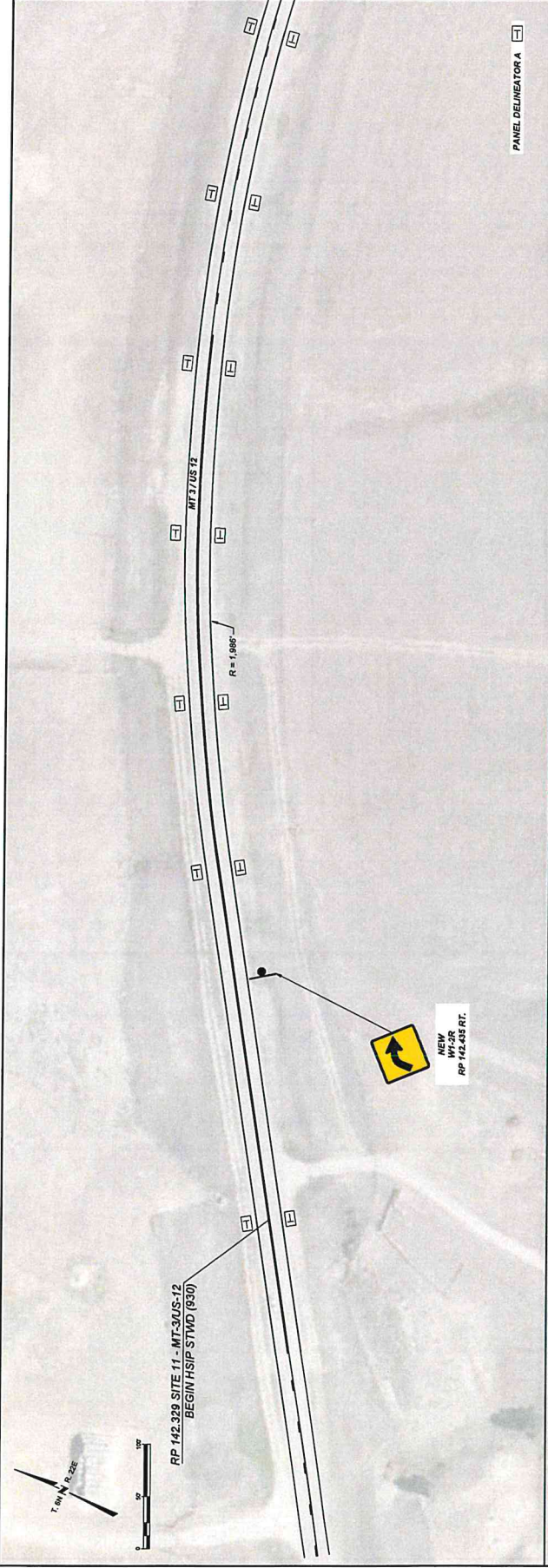
SHEET NO.
S37



SHEET NO. S32

SIGNING PLANS
SITE 11 - MT-3/US-12

DESIGNED BY	T. BOLOVIG	FEB. 2024
REVIEWED BY	B. THOMPSON	FEB. 2024
CHECKED BY	S. VENNER	FEB. 2024
PROJECT ID	HSP STWD(930)	
COUNTY	GOLDEN VALLEY	
PROJECT NAME	SF 209 BILLINGS DIST SIGNS	
DWG	102900031P1211.DWG	
UPN	10299000	



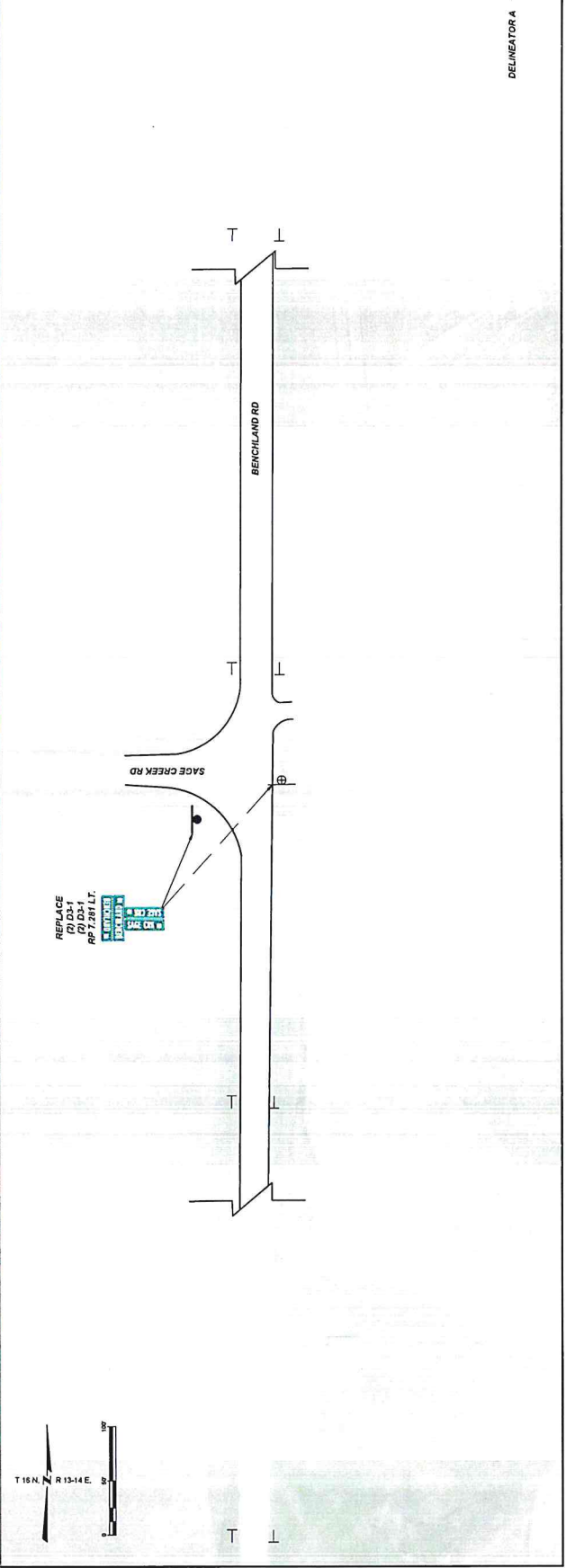
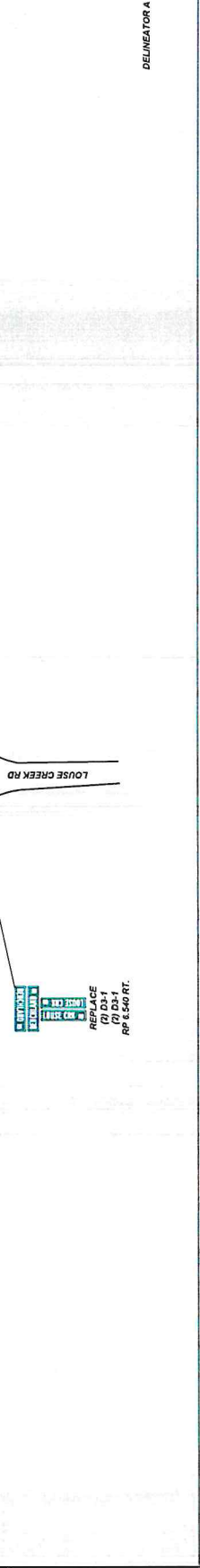
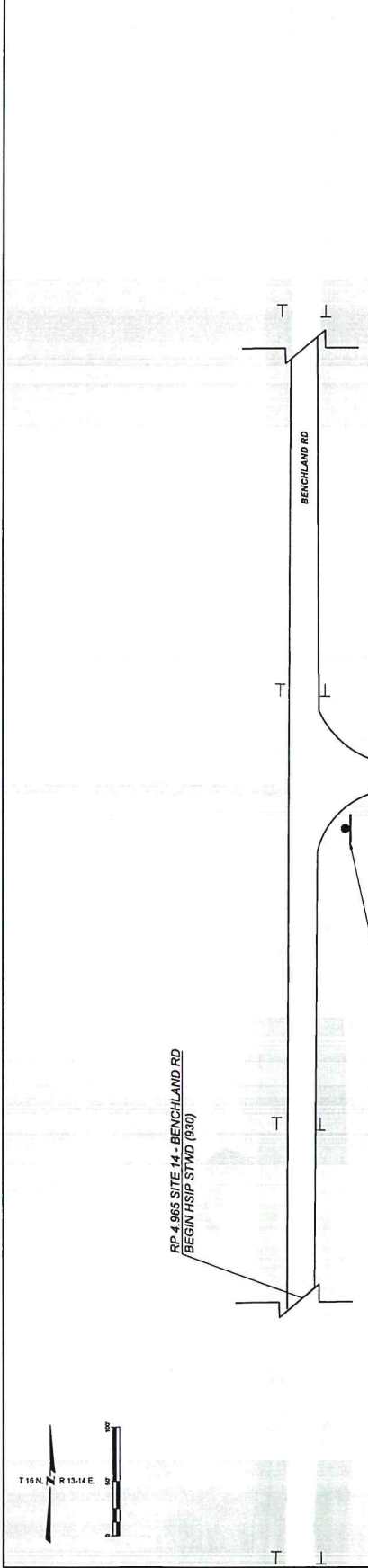
PLAN IN HAND

RPA ROBERT PECIA & ASSOCIATES
CIVIL ENGINEERING | TRANSPORTATION | PLANNING | SURVEYING

PRELIMINARY

DESIGNED BY	T. BODLOVIC
REVIEWED BY	FEB. 2024
CHECKED BY	FEB. 2024
PROJECT ID	FEB. 2024
PROJECT NAME	SF 209 BILLINGS DIST SIGNS
COUNTY	UPN
UPN	10299000

SHEET NO. 533



SIGNING PLANS

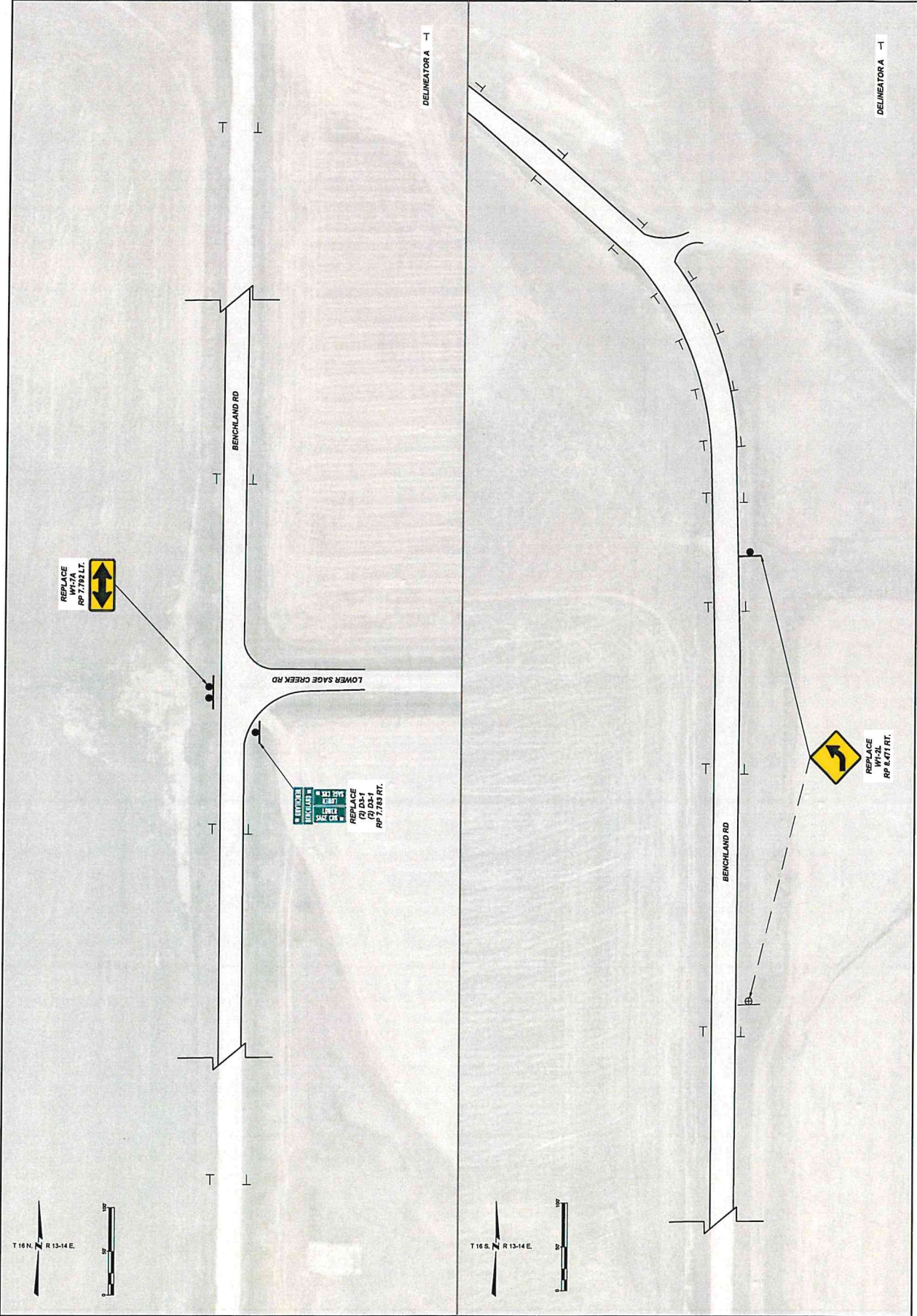
MONTANA
Department of Transportation

DELINEATOR A T

DESIGNED BY	T. BOLOVIC
PROJECT NAME	SF 209 BILLINGS DIST SIGNS
COUNTY	FERGUS / JUDITH BASIN
REVIEWED BY	B. THOMPSON
PROJECT ID	HSIP STWD(930)
UPN	10299000
DATE	FEB. 2024
FILE	10299000SIPUNZ14.DWG

SIGNING PLANS
SITE 14 - S-207
(SHEET 2 OF 9)

SHEET NO.
S34



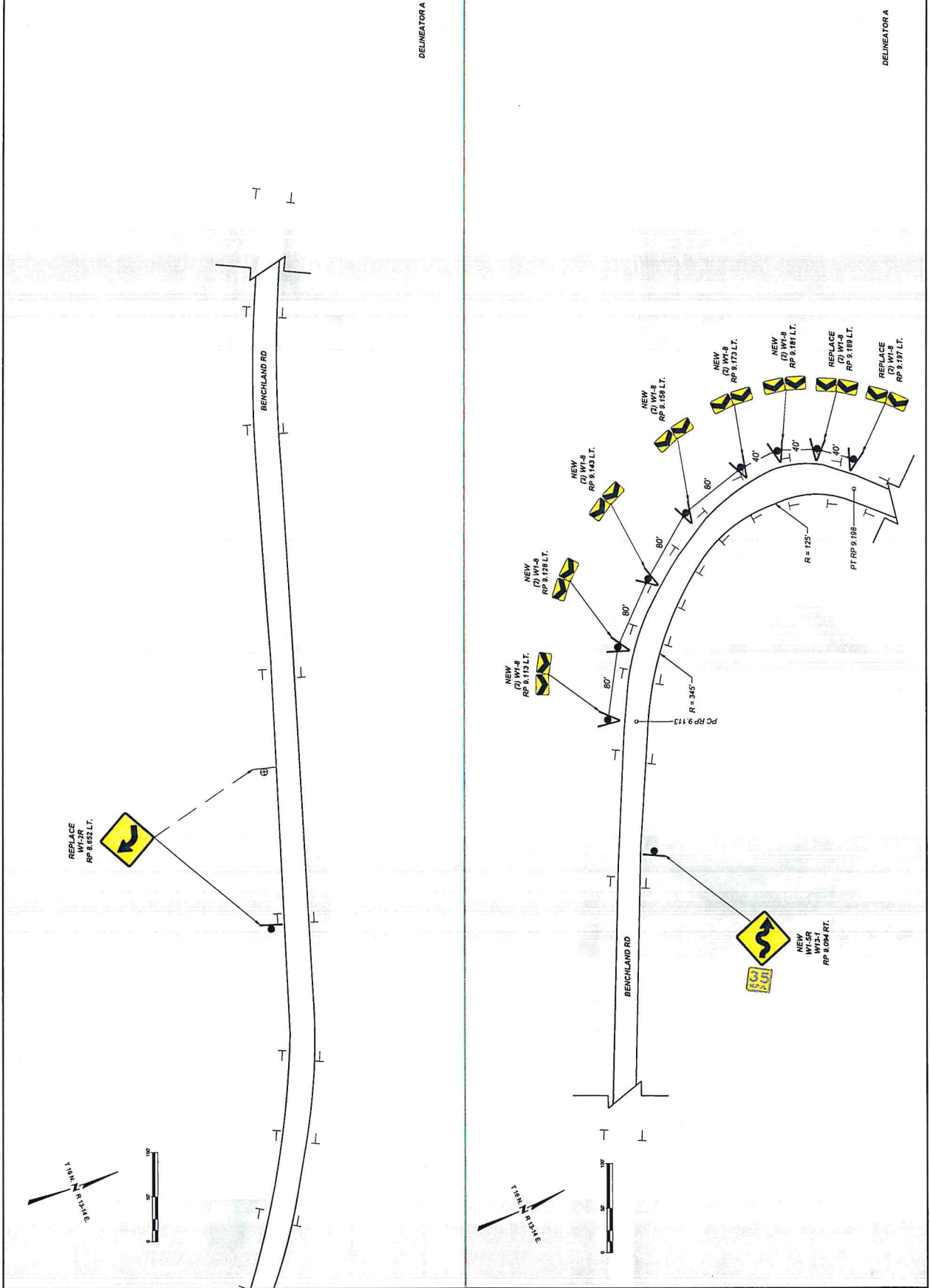
PRELIMINARY

RPA ROBERT PECICA & ASSOCIATES
CIVIL ENGINEERING | TRANSPORTATION | PLANNING | SURVEYING

PLAN IN HAND

		2/27/2024 9:24 AM SIGNING PLANS	
DESIGNED BY	T. BODLOVIC	CHECKED BY	S. VENNEMER
REVIEWED BY	B. THOMPSON	UPN	FEB 2024
COUNTY	FERGUS / JUDITH BASIN	PROJECT ID	HSIP STWD(930)
PROJECT NAME	SF 209 BILLINGS DIST SIGNS	10299005/PLN214.DWG	10299000

SHEET NO. S35
 SIGNING PLANS
 SITE 14 - S-207
 (SHEET 3 OF 9)



PRELIMINARY
 PLAN IN HAND

SIGNING PLANS

MONTANA Department of Transportation

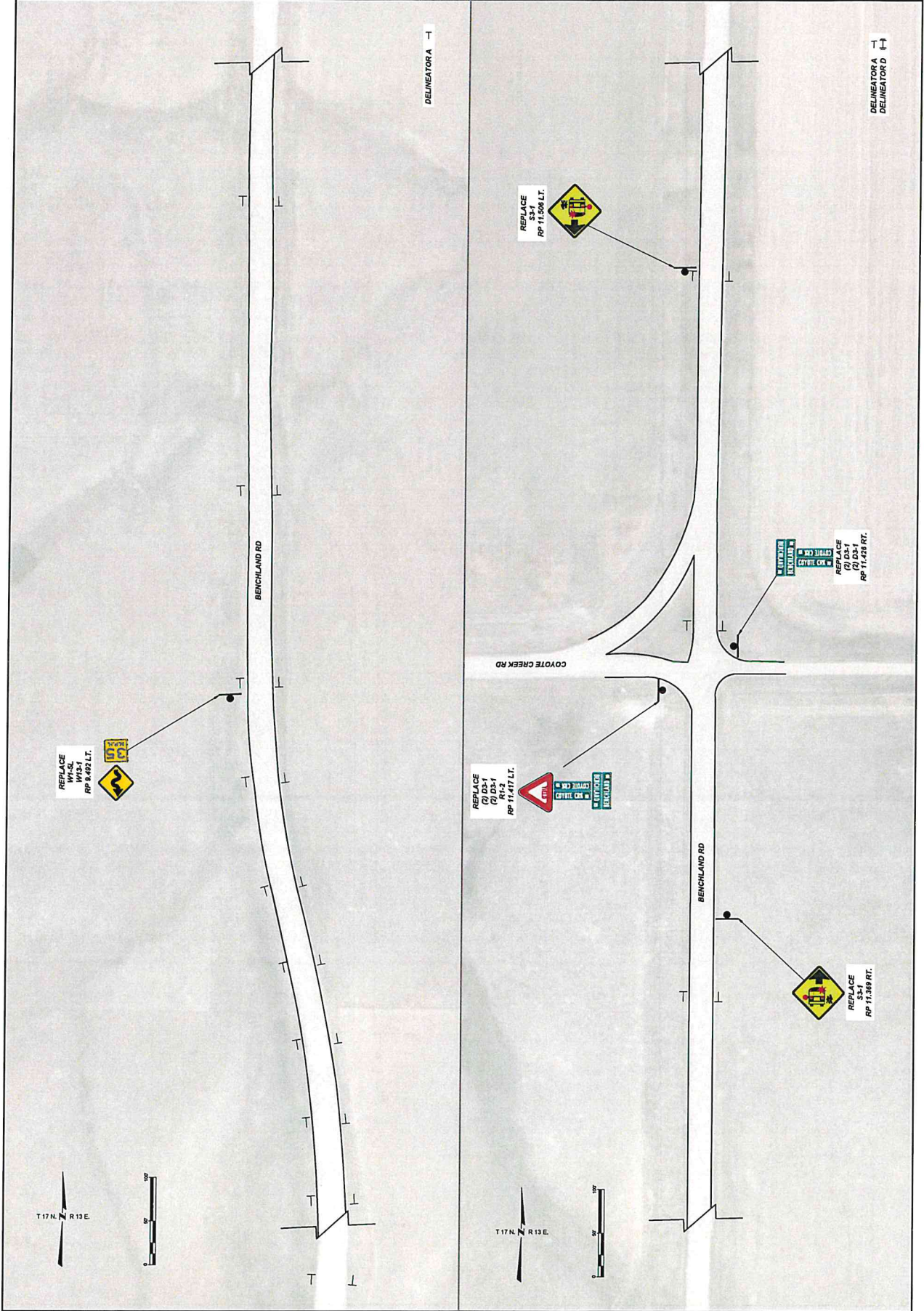
DELINATOR A
DELINATOR D

DESIGNED BY	T. BOLOVIC
COUNTY	FEB 2024
REVIEWED BY	B. THOMPSON
CHECKED BY	FEB 2024
UPN	FEB 2024
DWG	10299005/PLN/214.DWG

PROJECT NAME	SF 209 BILLINGS DIST SIGNS
PROJECT ID	HSP STWD(930)
COUNTY	FERGUS / JUDITH BASIN
PROJECT NO.	10299000

SIGNING PLANS
SITE 14 - S-207
(SHEET 4 OF 9)

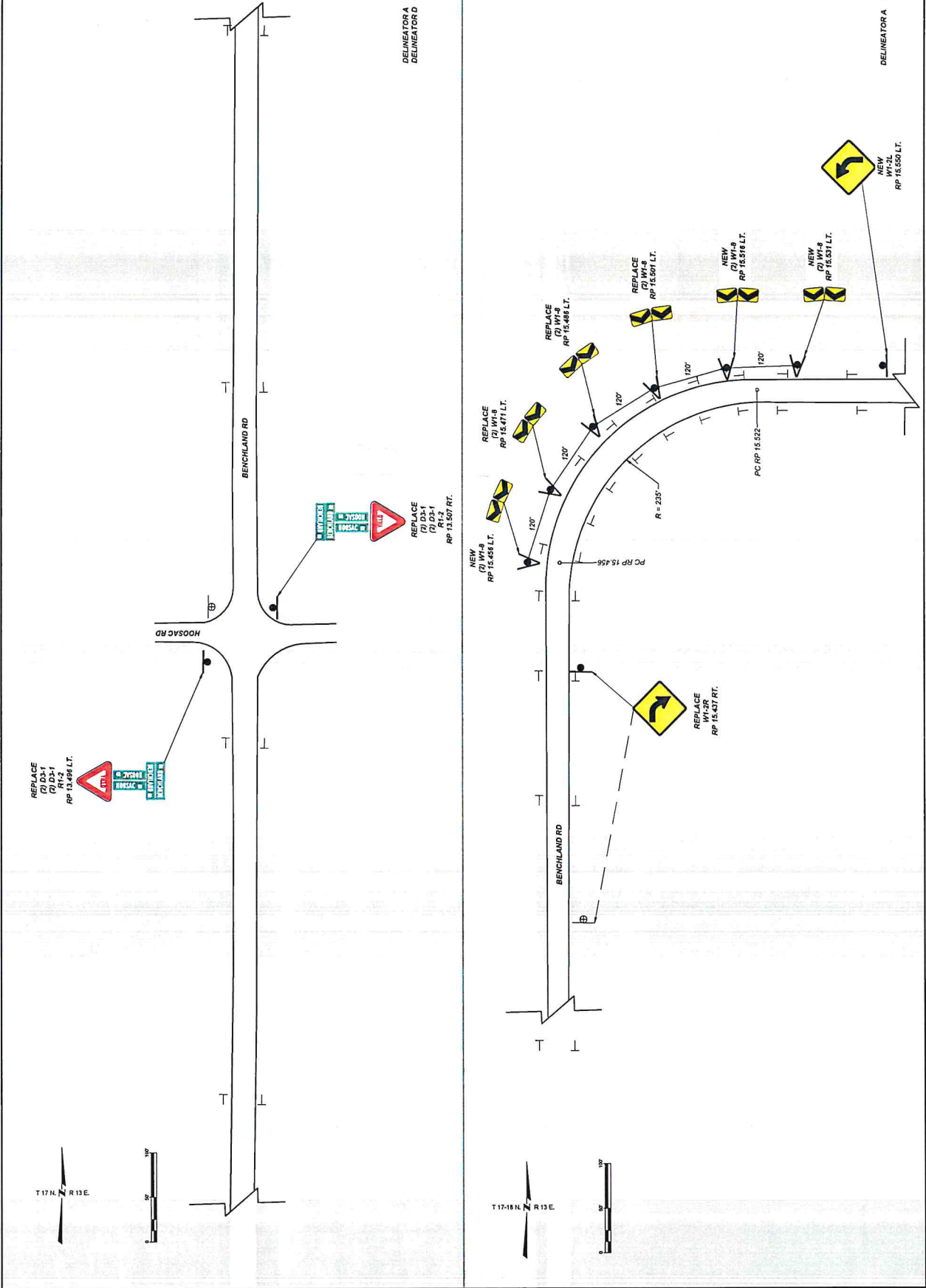
SHEET NO.
S33



PRELIMINARY

RPA ROBERT PECIA & ASSOCIATES
CIVIL ENGINEERING | TRANSPORTATION | PLANNING | SURVEYING

PLAN IN HAND



SHEET NO.
S38

SIGNING PLANS
SITE 14-S-207
(SHEET 6 OF 9)

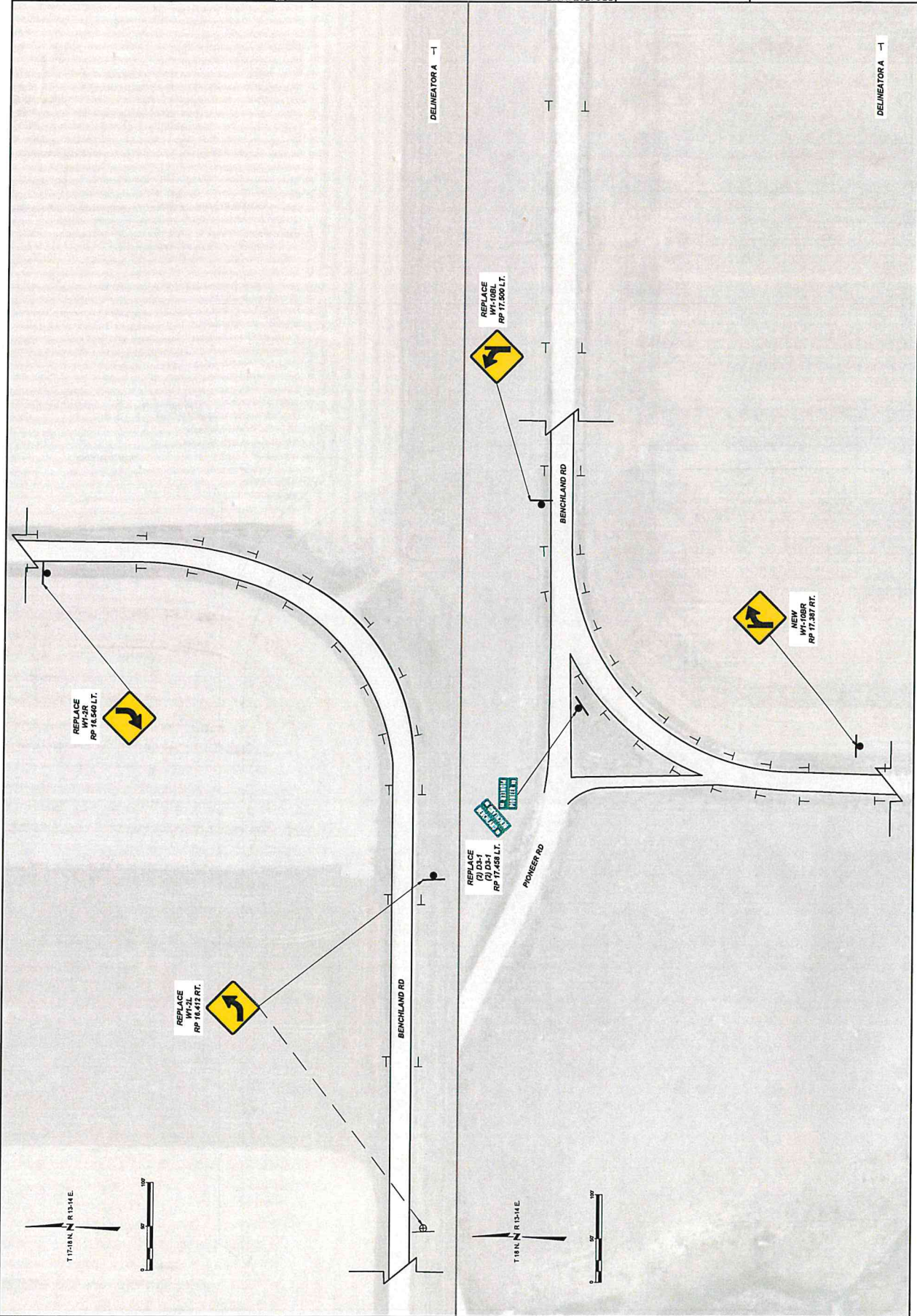
SF 209 BILLINGS DIST SIGNS
COUNTY
FERGUS / JUDITH BASIN
PROJECT ID
HSIP STWD(930)
10299000

DESIGNED BY
T. BOLOVIC
REVIEWED BY
B. THOMPSON
CHECKED BY
S. WENNER
UPN
10299000\$PLN214.DWG

2/27/2024 9:24 AM

MONTANA
Department of Transportation

SIGNING PLANS

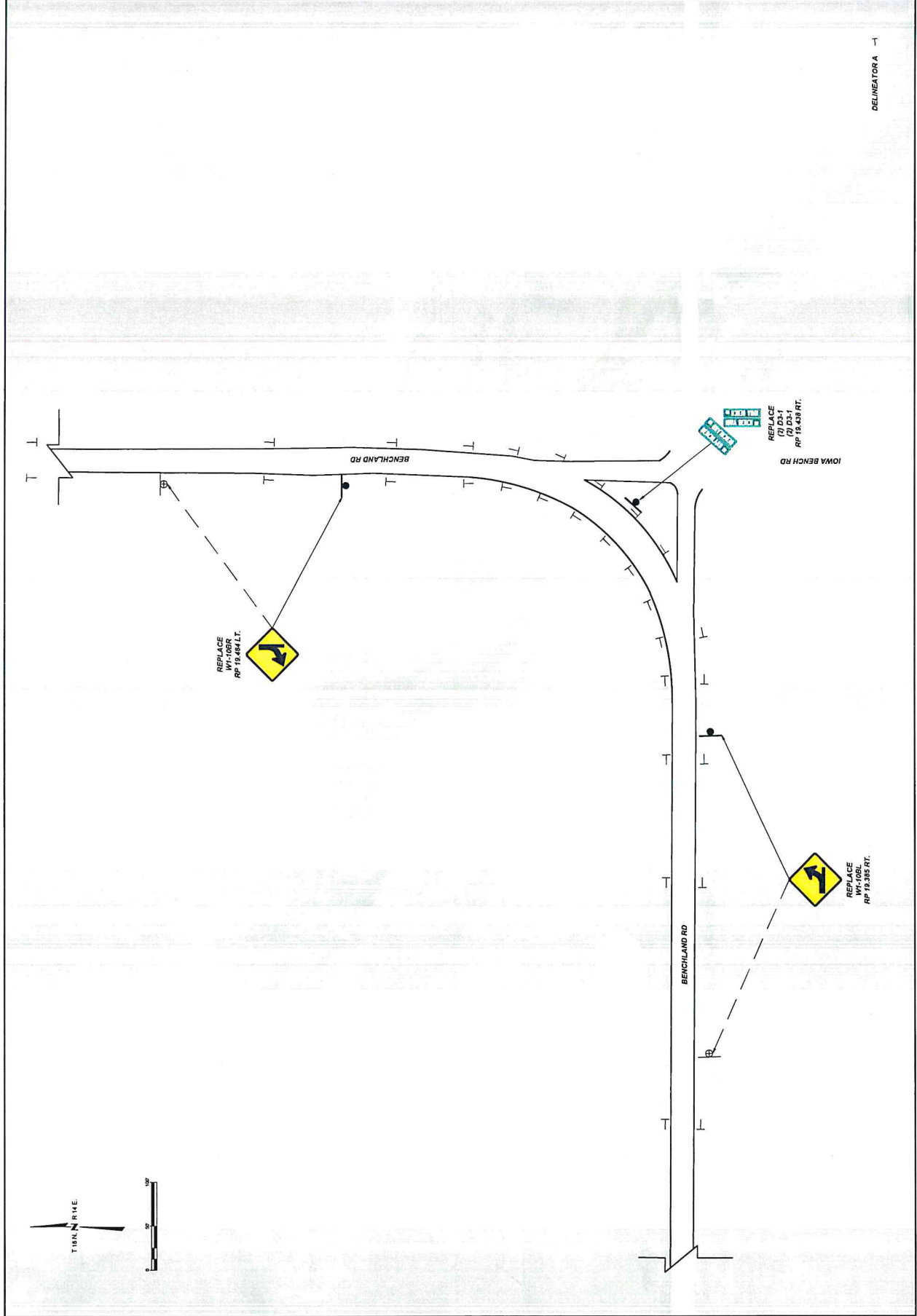


DESIGNED BY	T. BOULONIC	FEB. 2024
REVIEWED BY	B. THOMPSON	FEB. 2024
CHECKED BY	S. WENNER	FEB. 2024
UPN	102990051PLN214.DWG	

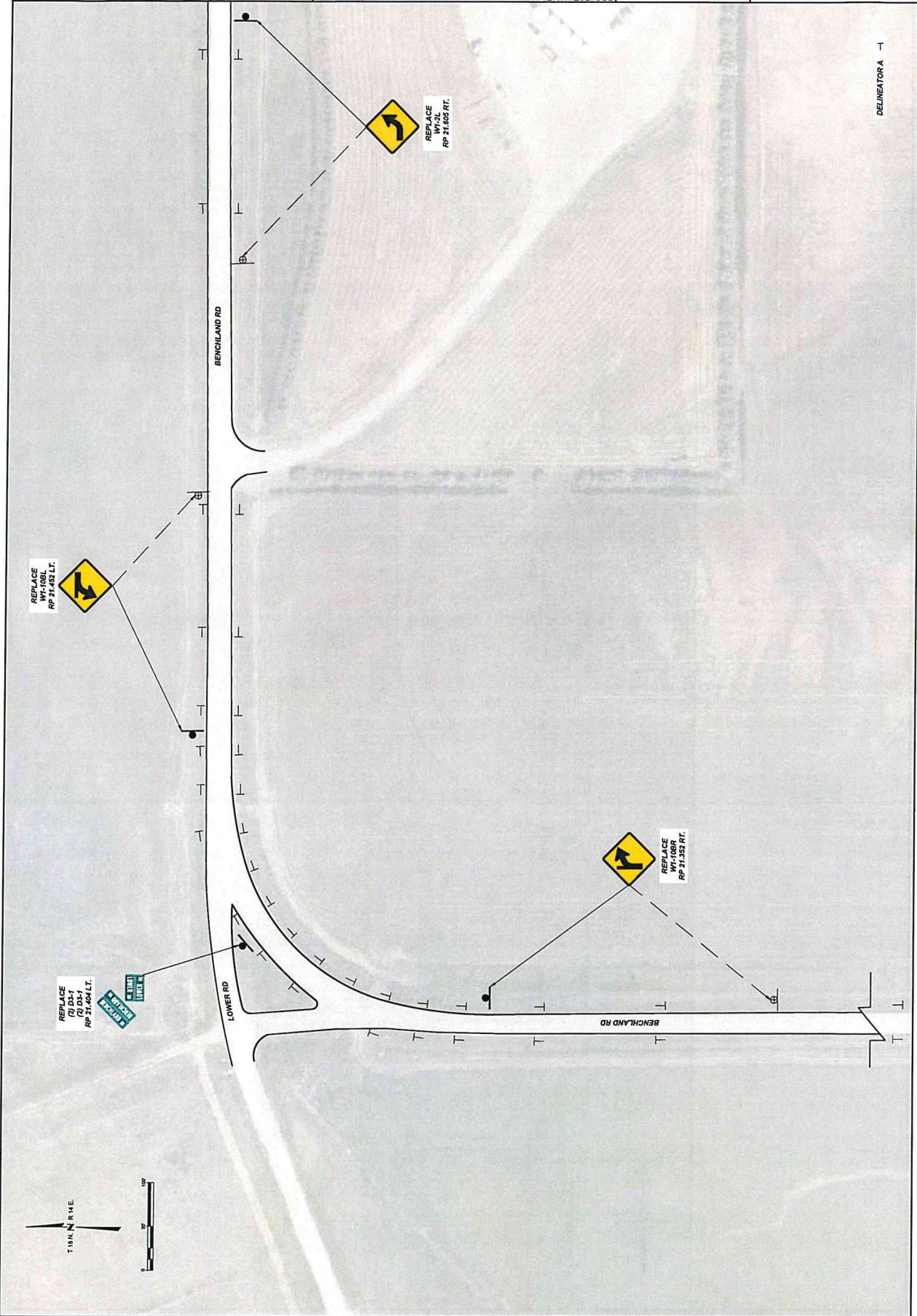
PROJECT NAME	SF 209 BILLINGS DIST SIGNS
COUNTY	FERGUS / JUDITH BASIN
PROJECT ID	HSIP STWD(930)
10299000	

SIGNING PLANS
SITE 14 - S-207
(SHEET 7 OF 9)

SHEET NO.
S39



SHEET NO. S-40		SIGNING PLANS SITE 14 - S-207 (SHEET 8 OF 9)		PROJECT NAME SF 209 BILLINGS DIST SIGNS		COUNTY FERGUS / JUDITH BASIN		DESIGNED BY T. BOLOGNIE		MONTANA Department of Transportation		2/27/2024 9:24 AM	
10299000		HSIP STWD(930)		PROJECT ID		REVIEWED BY B. THOMPSON		CHECKED BY S. WENNER		UPN		10299000\$PLN214.DWG	



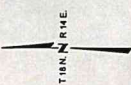
REPLACE
W1-108L
RP 21.625 LT.



REPLACE
W1-108R
RP 21.300 RT.



REPLACE
W1-108L
RP 21.400 LT.



SIGNING PLANS



DESIGNED BY

T. BODOLVIC

REVIEWED BY

B. THOMPSON

CHECKED BY

S. VEMNER

FEB. 2024

FEB. 2024

FEB. 2024

PROJECT ID

PROJECT NAME

COUNTY

FERGUS / JUDITH BASIN

HSSIP STWD(930)

UPN

10299000

**SIGNING PLANS
SITE 14 - S-207
(SHEET 9 OF 9)**

SHEET NO.
S41

DELMINEATOR A

MAIN ST

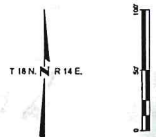
S BAIN ST

RP 21.831 SITE 14 - BENCHLAND RD
END HSSIP STWD (930)

BENCHLAND RD

REPLACE
W1-D6-1
RP 21.749 LT.

REPLACE
W1-JR
RP 21.723 LT.



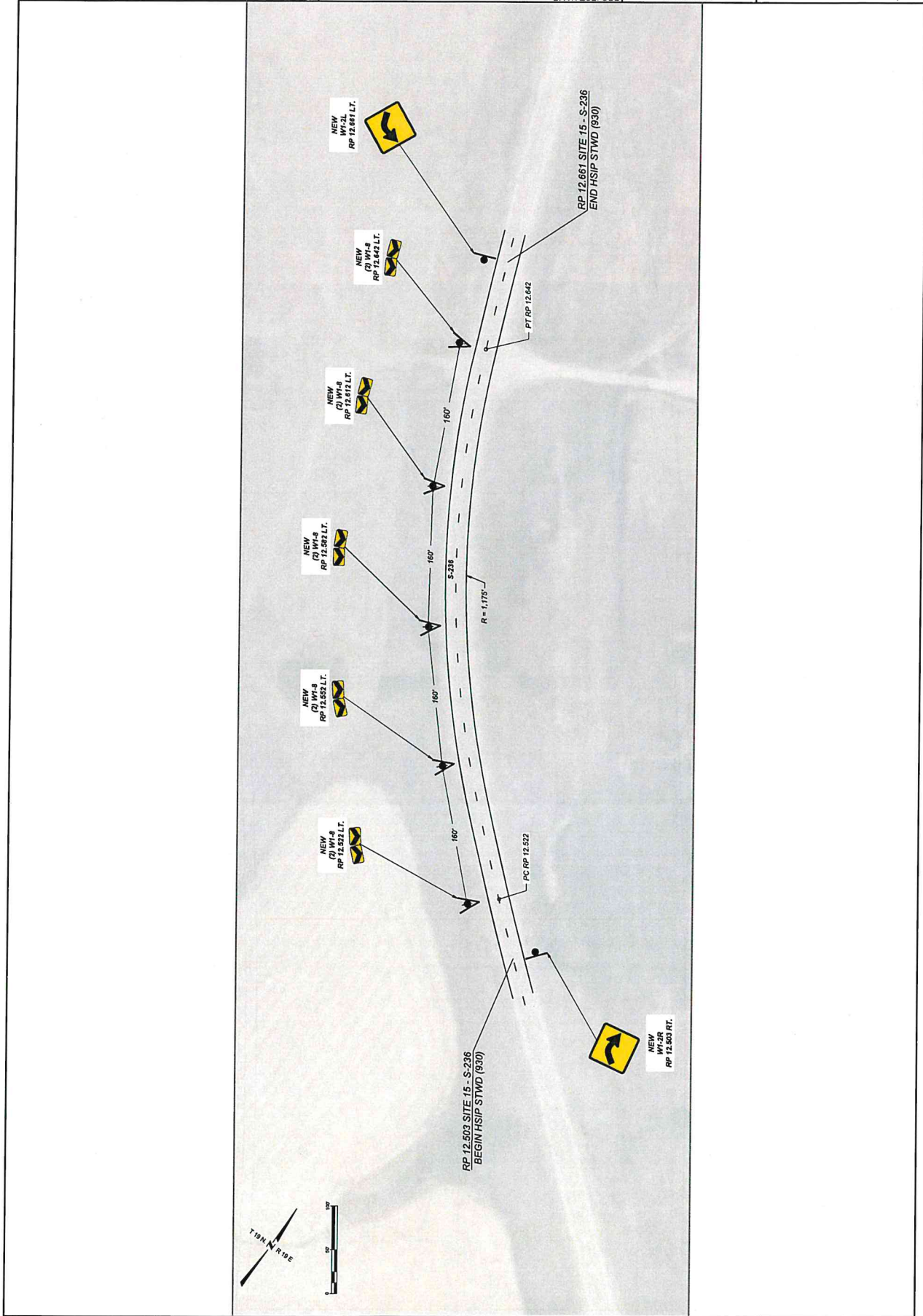
SIGNING PLANS



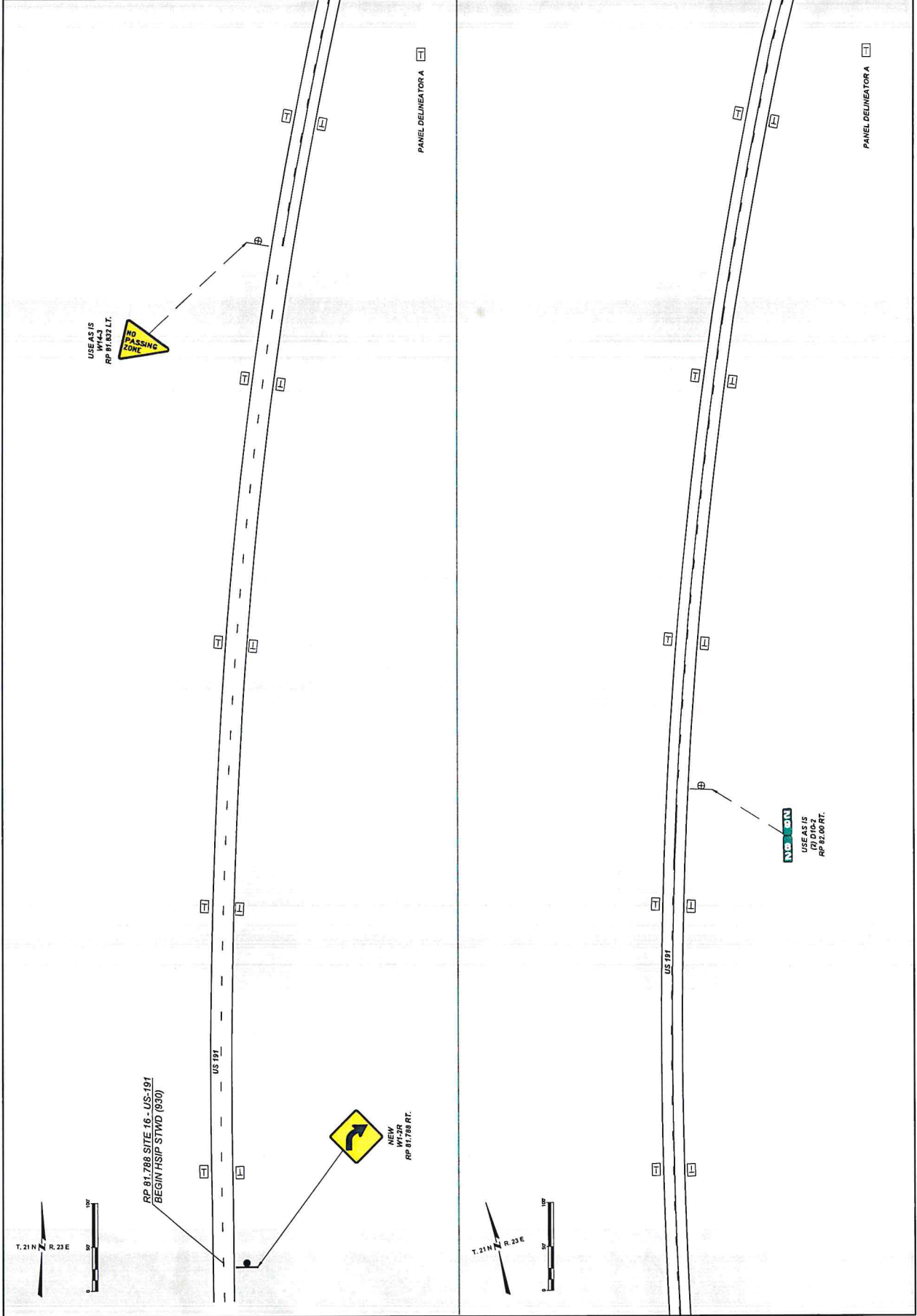
DESIGNED BY	T. BOBLOVIC	FEB. 2024
CHECKED BY	S. VENNEMER	FEB. 2024
REVIEWED BY	B. THOMPSON	FEB. 2024
PROJECT ID	HSP STWD(930)	
PROJECT NAME	SF 209 BILLINGS DIST SIGNS	
COUNTY	FERGUS	
UPN	10299000	

SHEET NO. S-42

SITE 15 - S-236 SIGNING PLANS



		DESIGNED BY T. BOLOVIC FEB. 2024	COUNTY FERGUS	PROJECT NAME SF 209 BILLINGS DIST SIGNS
SIGNING PLANS		CHECKED BY B. THOMPSON FEB. 2024	PROJECT ID HSIP STWD(930)	10299000
2/27/2024 8:22 AM		UPN FEB. 2024	S. YENNER FEB. 2024	10299005/PLAN/216.DWG



SIGNING PLANS

MONTANA
Department of Transportation



DESIGNED BY
T. BODLOVIC

FEB. 2024

REVIEWED BY
B. THOMPSON

FEB. 2024

CHECKED BY
S. VERNER

FEB. 2024

UPN
10299000

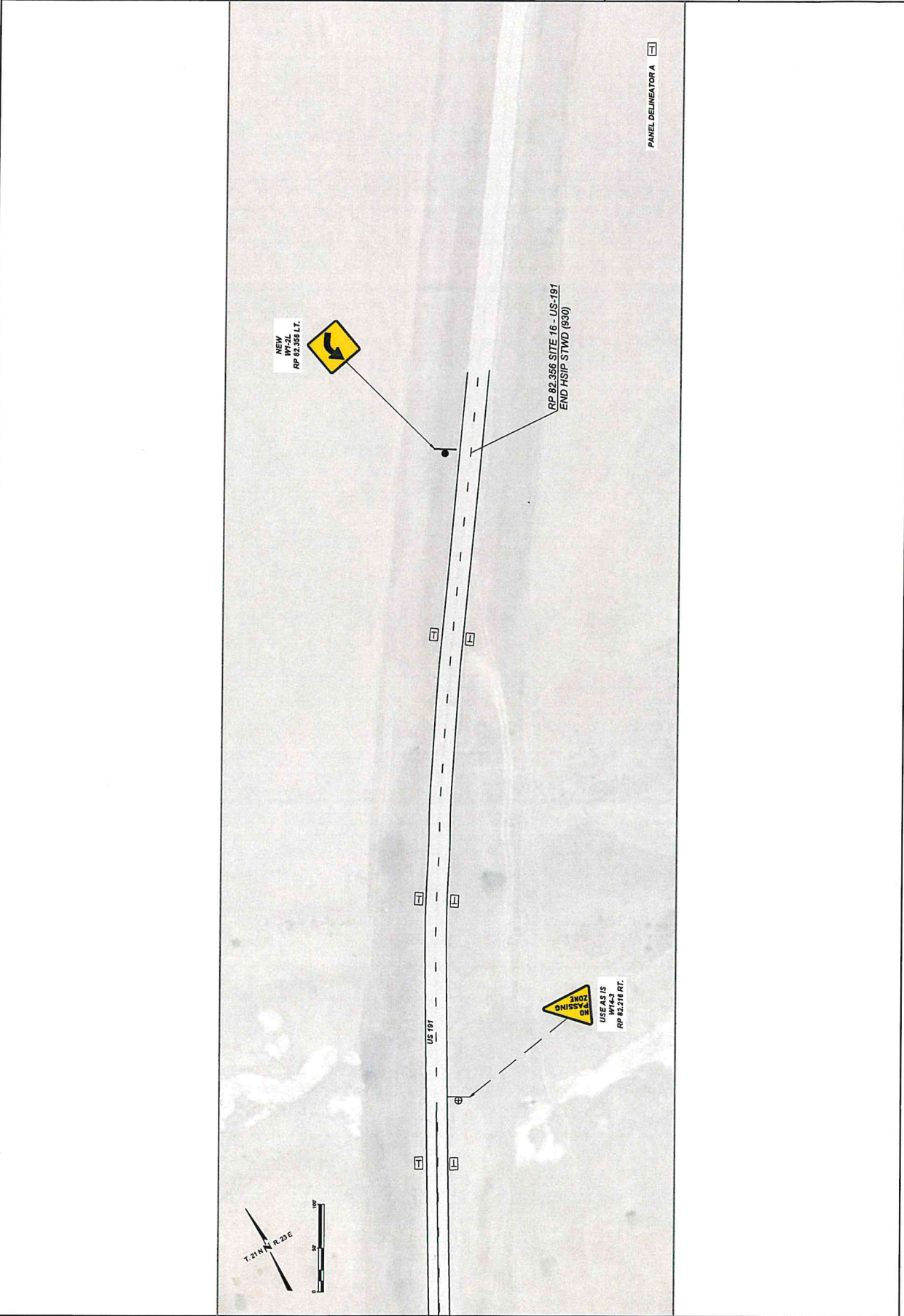
PROJECT ID
HSIP STWD(930)

COUNTY
FERGUS

PROJECT NAME
SF 209 BILLINGS DIST SIGNS

SHEET NO.
S44

SIGNING PLANS
SITE 16 - US-191
(SHEET 2 OF 2)



PANEL DELINEATOR A



PLAN IN HAND

RPA ROBERT PECIA & ASSOCIATES
CIVIL ENGINEERING | TRANSPORTATION PLANNING | SURVEYING

PRELIMINARY

B.O.C.C. Regular

2. a.

Meeting Date: 03/19/2024

Title: Drug Forfeiture Budget Adjustment

Submitted For: Jennifer Jones, Finance Director

Submitted By: Jennifer Jones, Finance Director

TOPIC:

Budget Adjustment to Move Petty Cash and Activity from the Drug Forfeiture Funds to the Sheriff's Fund

BACKGROUND:

Adjustment necessary due to new Equitable Sharing guidelines.

RECOMMENDED ACTION:

File.

Attachments

Drug forf

Yellowstone County



FINANCE
(406) 256-2754
(406) 254-7929 (FAX)

P.O. Box 35003
Billings, MT 59107-5003

March 4, 2024

Board of Yellowstone County Commissioners
P.O. Box 35000
Billings, MT 59107

Dear Board Members:

Please accept this letter as a written confirmation of our department's intent on making a budget transfer between the Sheriff's fund and the Federal Drug Forfeiture fund.

Your Policy #23-18 in Section N gives my department the authority to move up to \$50,000 within a fund. This has been routinely performed over the years where unexpended needs are projected for that fund. These are then recapped at the mid-year budget process or the end of year budget process for Board approval.

This letter is intended to inform the Board of our intent to move \$9,000 of budgeted expenditure authority from the Federal DF account 2390.428.420140.370 (travel) to the Federal DF account 2390.428.521000.820 (transfer out) in order to move the petty cash to the Sheriff's fund. This is due to new guidelines set by the Federal government over their Equitable Sharing program. Additionally, this will require a \$9000 budget adjustment to the Sheriff's Detective account 2300.131.420140.202 (expense of investigation) with an offset to the Sheriff's revenue account 2300.383097 (transfer in) to cover the costs no longer allowed in the Local Drug Forfeiture fund.

As stated above, these changes will be listed with other transfers and adjustments given to the Board for approval via resolution for FY24.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Jones".

Jennifer Jones
Finance & Budget Director

B.O.C.C. Regular

2. b.

Meeting Date: 03/19/2024

Title: YSC training budget adjustment

Submitted For: Jennifer Jones, Finance Director

Submitted By: Jennifer Jones, Finance Director

TOPIC:

Youth Services Training Budget Adjustment

BACKGROUND:

Youth Services requested additional training budget to new employees.

RECOMMENDED ACTION:

File.

Attachments

YSC

Yellowstone County



FINANCE
(406) 256-2754
(406) 254-7929 (FAX)

P.O. Box 35003
Billings, MT 59107-5003

March 12, 2024

Board of Yellowstone County Commissioners
P.O. Box 35000
Billings, MT 59107

Dear Board Members:

Please accept this letter as a written confirmation of our department's intent on making a budget transfer within the Youth Service Center fund.

Your Policy #23-18 in Section N gives my department the authority to move up to \$50,000 within a fund. This has been routinely performed over the years where unexpended needs are projected for that fund. These are then recapped at the mid-year budget process or the end of year budget process for Board approval.

This letter is intended to inform the Board of our intent to move \$7,000 of budgeted expenditure authority from the YSC Contingency account (2399.235.420250.850). This authority will be going to the YSC Training account (2399.235.420250.380) to cover the unexpected cost of sending more employees to MLEA and other trainings.

As stated above, these changes will be listed with other transfers and adjustments given to the Board for approval via resolution for FY24.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Jones".

Jennifer Jones
Finance & Budget Director

B.O.C.C. Regular

2. c.

Meeting Date: 03/19/2024

Title: Detailed Cash Investment Report

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Detailed Cash Investment Report February 2024

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

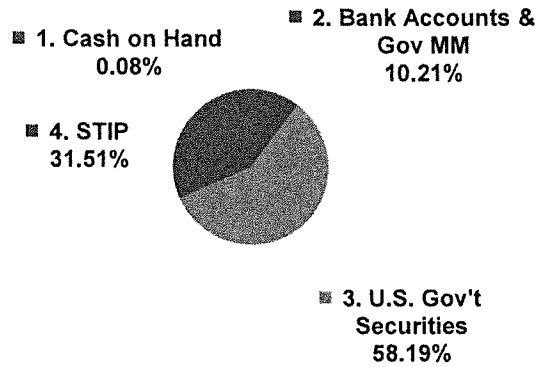
Attachments

Detailed Cash Investment Report

YELLOWSTONE COUNTY INVESTMENT POOL
DETAILED CASH INVESTMENT REPORT
February, 2024

MONTH-END PORTFOLIO MIX

Investment Pool



<u>INVESTMENT TYPE</u>	<u>AMOUNT</u>	<u>%</u>	<u>INTEREST RATE</u>
1. Cash on Hand	237,931.11	0.08%	N/A
2. Bank Accounts & Gov MM	30,921,460.76	10.21%	Varies
3. U.S. Gov't Securities	176,165,008.94	58.19%	.53 - 6.0%
4. STIP	95,390,785.91	31.51%	5.396%
TOTAL	302,715,186.72	100.00%	

	<u># OF DAYS</u>	<u>INTEREST EARNED</u>	<u>AVERAGE INVESTABLE CASH</u>	<u>YIELD</u>
July-23	31	941,027	281,913,169	3.93%
August-23	31	890,365	266,625,901	3.93%
September-23	30	926,587	252,288,462	4.47%
October-23	31	641,946	239,467,106	3.16%
November-23	30	934,684	299,482,374	3.80%
December-23	31	1,255,615	350,553,325	4.22%
January-24	31	1,170,108	322,399,420	4.27%
February-24	29	1,017,321	305,883,826	4.19%
March-24	31		0	#DIV/0!
April-24	30	0	0	#DIV/0!
May-24	31	0	0	#DIV/0!
June-24	30	0	0	#DIV/0!
TOTAL Y-T-D	366	7,777,653	193,206,237	4.03% YTD AVE

YELLOWSTONE COUNTY INVESTMENT POOL
INVESTMENT NARRATIVE
February, 2024

MARKET TREND

A comparison of Treasury yields the from prior month and prior year:

	<u>02/29/24</u>	<u>01/31/24</u>	<u>YIELD CHANGE</u>	<u>Last year 2/28/2023</u>
90 day	5.45	5.42	0.03	4.88
1 year	5.01	4.73	0.28	5.02
2 year	4.64	4.27	0.37	4.81
3 year	4.43	4.05	0.38	4.51
5 year	4.26	3.91	0.35	4.18

MARKET CONDITIONS

As STIP continues slight declines, rates are clearly up from January.

INVESTMENT ACTIVITY

4 \$3 mill agencies matured, and 1 \$3 mill agency was called early.
 Ave yield on these was 4.575%.

Gaining call protection in this environment comes at a substantial reduction in rates. The pool purchased two agencies, a \$3 mill 4 yr with 1 year of call protection at 5.25% and a \$5 mill agency at a slight discount yielding slightly more than 5.58% with 6 months of call protection.

OTHER ITEMS

Respectfully submitted,

Jen Jones
 Yellowstone County Finance Director

**YELLOWSTONE COUNTY INVESTMENT POOL
INVESTMENT DETAIL
February, 2024**

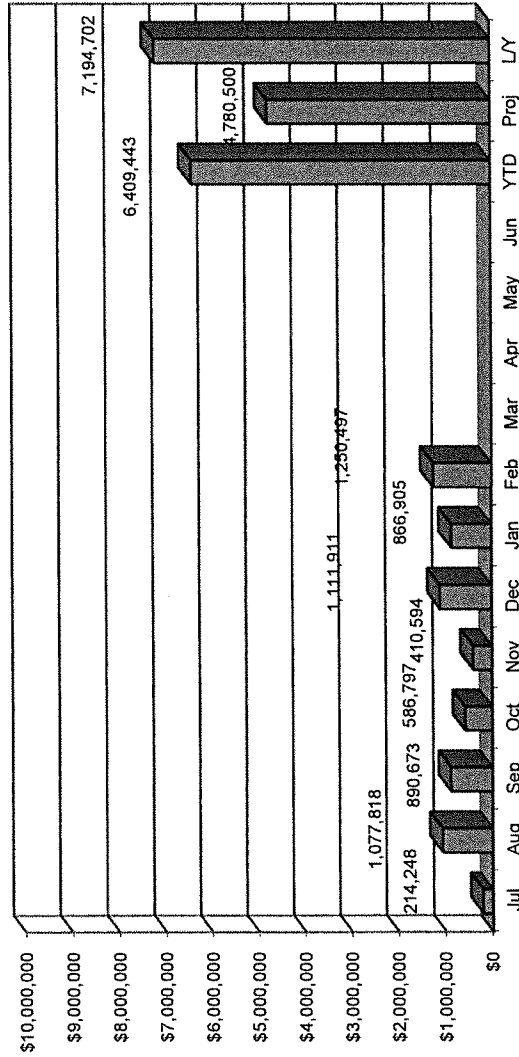
INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	UNAMORTIZED PREMIUM/ (DISCOUNT)	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	INTEREST COLLECTIONS	Notes	Ref. #
FHLB	D.A. DAVIDSON	02/08/23	1 Yr	02/08/24	0.00	0.00	0.00	0.00	5.000%	100.000000	5.000%	FEB/AUG	75,000.00	(f)	3130AULU84
FFC	RBC	02/09/23	1 Yr	02/09/24	0.00	0.00	0.00	0.00	4.750%	100.000000	4.750%	FEB/AUG	71,250.00	(f)	3133EPAF2
FHLB	D.A. DAVIDSON	02/23/23	1 Yr	02/23/24	0.00	0.00	0.00	0.00	5.125%	100.000000	5.125%	FEB/AUG	76,875.00	(f)	3130AV3G5
FHLB	D.A. DAVIDSON	05/25/22	1.75 Yrs	02/25/24	0.00	0.00	0.00	0.00	2.750%	100.000000	2.750%	MAY/NOV	20,625.00	(a)	3130AS4B2
FFC	D.A. DAVIDSON	03/08/22	2 Yrs	03/08/24	3,000,000.00	0.00	0.00	3,000,000.00	1.670%	100.000000	1.670%	MAR/SEPT		(e)	3133ENQX1
FHLB	D.A. DAVIDSON	09/19/22	1.5 Yrs	03/19/24	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	MAR/SEPT		(c)	3130AT3U9
FHLB	D.A. DAVIDSON	03/28/22	2 Yrs	03/28/24	3,000,000.00	0.00	0.00	3,000,000.00	2.000%	100.000000	2.000%	MAR/SEPT		(c)	3130ARQA4
FHLB	D.A. DAVIDSON	06/21/22	2 Yrs	06/21/24	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	QTRLY		7(b)	3130ASAG6
FHLB	D.A. DAVIDSON	05/01/23	1.25 Yrs	08/01/24	3,000,000.00	0.00	0.00	3,000,000.00	3.375%	100.000000	3.375%	JAN/JULY		(a)	3130ASKA6
FHLB	BUCHANAN CAP	08/08/24	2 Yrs	08/08/24	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	FEB/AUG	78,750.00	(b)	3130ASN62
FHLB	D.A. DAVIDSON	09/07/23	1 Yr	10/02/24	3,000,000.00	(2,204.97)	0.00	2,997,795.03	5.250%	0.999265	5.250%	APR/OCT	60,000.00	(c)	3130ASN62
FFC	BUCHANAN CAP	04/17/23	1.5 Yrs	10/17/24	3,000,000.00	0.00	0.00	3,000,000.00	5.000%	100.000000	5.000%	APR/OCT		(f)	3133EPVK8
FNMA	D.A. DAVIDSON	11/22/21	3 Yrs	11/22/24	3,000,000.00	0.00	0.00	3,000,000.00	1.000%	100.000000	1.000%	MAY/NOV		(a)	3133GAGL9
FHLB	D.A. DAVIDSON	06/16/21	3.5 Yrs	12/16/24	3,000,000.00	0.00	0.00	3,000,000.00	1.000%	100.000000	1.000%	QTRLY		3(b)	3130APQ73
FHLB	BUCHANAN CAP	06/16/22	2.5 Yrs	12/16/24	3,000,000.00	0.00	0.00	3,000,000.00	3.250%	100.000000	3.250%	JUNE/DEC		(b)	3130AS7E3
FHLB	D.A. DAVIDSON	12/17/21	3 Yrs	12/17/24	3,000,000.00	0.00	0.00	3,000,000.00	1.500%	100.000000	1.500%	JUNE/DEC		5(b)	3130APYR0
FHLB	D.A. DAVIDSON	12/27/21	3 Yrs	12/27/24	4,000,000.00	0.00	0.00	4,000,000.00	1.170%	100.000000	1.170%	JUNE/DEC		(c)	3130AQ6J7
FHLB	D.A. DAVIDSON	11/19/21	3.25 Yrs	02/19/25	3,000,000.00	0.00	0.00	3,000,000.00	1.000%	100.000000	1.000%	FEB/AUG	15,000.00	(b)	3130APNF8
FHLMC	D.A. DAVIDSON	08/19/22	2.5 Yrs	02/19/25	3,000,000.00	0.00	0.00	3,000,000.00	4.100%	100.000000	4.100%	FEB/AUG	61,500.00	(c)	3134GXK37
FHLB	D.A. DAVIDSON	02/28/22	3 Yrs	02/27/25	3,000,000.00	0.00	0.00	3,000,000.00	2.000%	100.000000	2.000%	FEB/AUG	30,000.00	(b)	3130AQY49
FHLB	RBC	03/28/22	3 Yrs	03/28/25	3,000,000.00	0.00	0.00	3,000,000.00	2.300%	100.000000	2.300%	MAR/SEPT		(b)	3130AREF4
FHLB	D.A. DAVIDSON	08/23/21	4 Yrs	05/23/25	3,000,000.00	0.00	0.00	3,000,000.00	0.700%	100.000000	0.700%	MAY/NOV		(b)	3130ANN09
FHLMC	D.A. DAVIDSON	06/30/22	3 Yrs	06/30/25	3,000,000.00	0.00	0.00	3,000,000.00	3.700%	100.000000	3.700%	JUNE/DEC		8(b)	3134GXV78
FFC	D.A. DAVIDSON	09/29/20	5 Yrs	09/29/25	6,000,000.00	(6,600.00)	0.00	5,993,400.00	0.530%	0.998900	0.530%	MAR/SEPT		(b)	3133EMB10
FFC	D.A. DAVIDSON	10/20/23	2 Yrs	10/20/25	4,000,000.00	(9,400.00)	0.00	3,990,600.00	5.140%	0.997650	5.125%	APR/OCT		(f)	3133EPYW9
FNMA	D.A. DAVIDSON	12/10/20	5 Yrs	12/10/25	4,000,000.00	0.00	0.00	4,000,000.00	0.650%	100.000000	0.650%	JUNE/DEC		(b)	3135G06J7
FHLMC	D.A. DAVIDSON	01/05/21	5 Yrs	01/05/26	3,000,000.00	0.00	0.00	3,000,000.00	0.550%	100.000000	0.550%	JAN/JULY		(b)	3134GXJX3
FHLB	D.A. DAVIDSON	07/22/21	4.5 Yrs	01/22/26	3,000,000.00	0.00	0.00	3,000,000.00	1.000%	100.000000	1.000%	JAN/JULY		(b)	3130AN3T5
FHLB	D.A. DAVIDSON	02/24/21	5 Yrs	02/24/26	3,000,000.00	0.00	0.00	3,000,000.00	0.750%	100.000000	0.750%	FEB/AUG	11,250.00	(b)	3130ALCV4
FHLB	BUCHANAN CAP	05/19/21	5 Yrs	05/19/26	3,000,000.00	0.00	0.00	3,000,000.00	1.000%	100.000000	1.000%	MAY/NOV		1(b)	3130AMAV2
FHLB	D.A. DAVIDSON	05/27/21	5 Yrs	05/27/26	3,000,000.00	0.00	0.00	3,000,000.00	1.000%	100.000000	1.000%	MAY/NOV		2(b)	3130AMG32
FHLB	D.A. DAVIDSON	07/15/21	5 Yrs	07/15/26	3,000,000.00	0.00	0.00	3,000,000.00	1.000%	100.000000	1.000%	QTRLY	113.33	4(b)	3130AMZS4
FHLMC	BUCHANAN CAP	08/28/23	3 Yrs	08/28/26	5,000,000.00	0.00	0.00	5,000,000.00	5.500%	100.000000	5.500%	FEB/AUG	137,500.00	(a)	3134H1AE3
FFC	BUCHANAN CAP	09/01/23	3 Yrs	09/01/26	7,000,000.00	(5,326.09)	0.00	6,994,673.91	4.750%	0.999239	4.750%	MAR/SEPT		(f)	3133EPUW3
FFC	RBC	06/01/23	3.5 Yrs	12/01/26	4,000,000.00	0.00	0.00	4,000,000.00	5.540%	100.000000	5.540%	JUNE/DEC		(g)	3133EPKZ7
FFC	D.A. DAVIDSON	12/07/23	3 Yrs	12/07/26	5,000,000.00	(1,400.00)	0.00	4,998,600.00	4.365%	0.999720	4.375%	JUNE/DEC		(f)	3133EPK79

YELLOWSTONE COUNTY INVESTMENT POOL

February, 2024

INTEREST COLLECTIONS

For Fiscal Year 2024



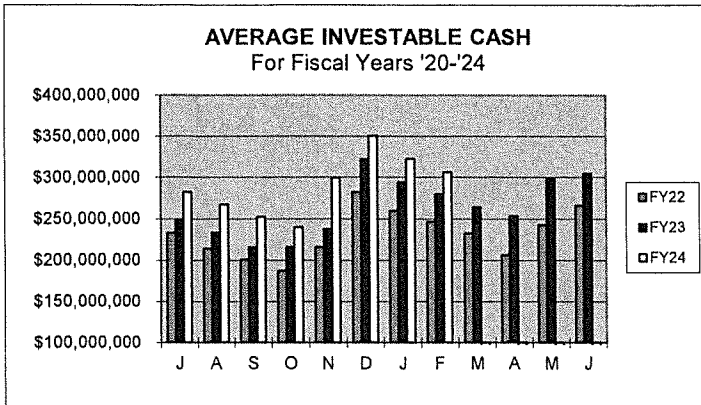
Jul	214,247.60
Aug	1,077,817.73
Sep	890,672.68
Oct	586,797.46
Nov	410,593.94
Dec	1,111,910.90
Jan	866,905.35
Feb	1,250,496.94
Mar	
Apr	
May	
Jun	
YTD	6,409,442.60
Proj	4,780,500
LY	7,194,702

**YELLOWSTONE COUNTY INVESTMENT POOL
INTEREST EARNINGS COMPUTATION (3 YR REVIEW)
February, 2024**

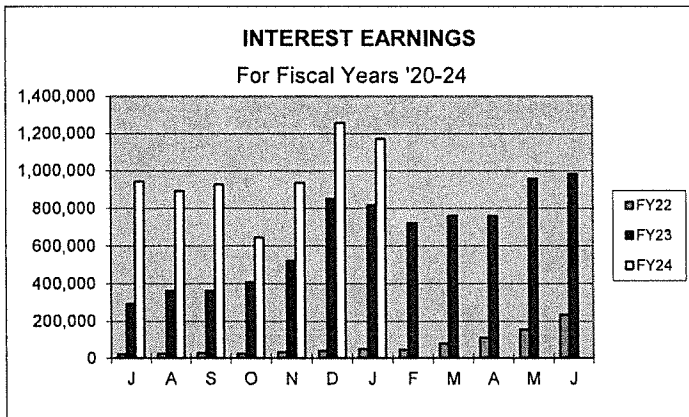
<u>MO</u>	<u>YR</u>	<u>Days in Month</u>	<u>ACCR INT Beg of Month</u>	<u>ACCR INT End of Month</u>	<u>CHANGE</u>	<u>INTEREST COLLECTED</u>	<u>INTEREST EARNED</u>	<u>DAILY CASH BALANCE</u>	<u>AVE RATE OF RETURN</u>
7	21	31	38,430	50,993	12,563	10,297	22,860	232,664,912	0.12%
8	21	31	50,993	54,487	3,494	21,970	25,464	213,421,406	0.14%
9	21	30	54,487	55,439	952	27,075	28,027	200,698,327	0.17%
10	21	31	55,439	67,165	11,726	13,709	25,435	186,773,615	0.16%
11	21	30	67,165	70,944	3,779	29,966	33,745	215,704,141	0.19%
12	21	31	70,944	85,244	14,300	24,940	39,240	282,069,610	0.16%
1	22	31	85,244	91,391	6,147	44,288	50,435	259,522,970	0.23%
2	22	28	91,391	96,333	4,942	38,972	43,914	246,214,571	0.23%
3	22	31	96,333	136,833	40,500	39,922	80,422	232,494,482	0.41%
4	22	30	136,833	208,257	71,424	37,990	109,414	205,918,510	0.65%
5	22	31	208,257	270,576	62,319	92,673	154,992	242,273,231	0.75%
6	22	30	270,576	216,378	(54,198)	287,247	233,049	266,180,068	1.07%
FY22		365				669,049	846,997	231,994,654	0.37%
7	22	31	216,378	454,190	237,812	54,514	292,326	248,908,991	1.38%
8	22	31	454,190	557,544	103,354	256,768	360,122	232,921,906	1.82%
9	22	30	557,544	480,126	(77,418)	438,149	360,731	215,367,222	2.04%
10	22	31	480,126	639,611	159,485	246,419	405,904	215,709,508	2.22%
11	22	30	639,611	800,723	161,112	360,533	521,645	237,584,305	2.67%
12	22	31	800,723	1,107,381	306,658	542,769	849,427	322,085,064	3.11%
1	23	31	1,107,381	1,172,547	65,166	751,653	816,819	294,135,040	3.27%
2	23	28	1,172,547	1,040,793	(131,754)	851,294	719,540	279,490,547	3.36%
3	23	31	1,040,793	1,039,476	(1,317)	760,472	759,155	264,617,583	3.38%
4	23	30	1,039,476	1,175,850	136,374	620,337	756,711	253,246,478	3.64%
5	23	31	1,175,850	1,377,145	201,295	756,361	957,656	298,250,904	3.78%
6	23	30	1,377,145	805,282	(571,863)	1,555,433	983,570	304,690,947	3.93%
FY23		365				7,194,702	7,783,606	263,917,375	
7	23	31	805,282	1,532,061	726,779	214,248	941,027	281,913,169	3.93%
8	23	31	1,532,061	1,344,608	(187,453)	1,077,818	890,365	266,625,901	3.93%
9	23	30	1,344,608	1,380,522	35,914	890,673	926,587	252,288,462	4.47%
10	23	31	1,380,522	1,435,671	55,149	586,797	641,946	239,467,106	3.16%
11	23	30	1,435,671	1,959,761	524,090	410,594	934,684	299,482,374	3.80%
12	23	31	1,959,761	2,103,465	143,704	1,111,911	1,255,615	350,553,325	4.22%
1	24	31	2,103,465	2,406,668	303,203	866,905	1,170,108	322,399,420	4.27%
2	24	29	2,406,668	2,173,492	(233,176)	1,250,497	1,017,321	305,883,826	4.19%
3	24	31	2,173,492		(2,173,492)		(2,173,492)		#DIV/0!
4	24	30	0		0		0		#DIV/0!
5	24	31	0		0		0		#DIV/0!
6	24	30	0		0		0		#DIV/0!
FY23		366				6,409,443	5,604,161	289,826,698	

YELLOWSTONE COUNTY INVESTMENT POOL COMPARISON GRAPHS (3 YR REVIEW)

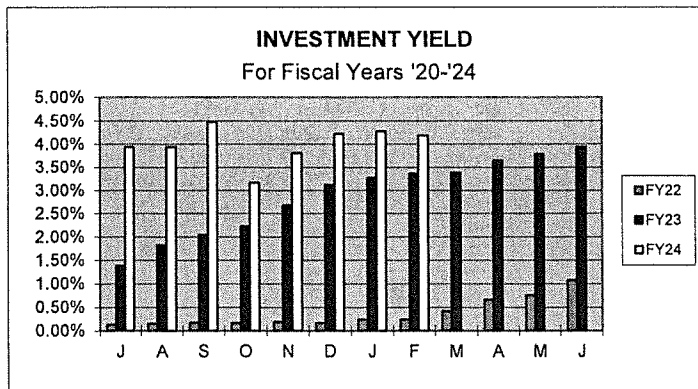
February, 2024



	FY22	FY23	FY24
J	232,664,912	248,908,991	281,913,169
A	213,421,406	232,921,906	266,625,901
S	200,698,327	215,367,222	252,288,462
O	186,773,615	215,709,508	239,467,106
N	215,704,141	237,584,305	299,482,374
D	282,069,610	322,085,064	350,553,325
J	259,522,970	294,135,040	322,399,420
F	246,214,571	279,490,547	305,883,826
M	232,494,482	264,617,583	0
A	205,918,510	253,246,478	0
M	242,273,231	298,250,904	0
J	266,180,068	304,690,947	0



	FY22	FY23	FY24
J	22,860	292,326	941,027
A	25,464	360,122	890,365
S	28,027	360,731	926,587
O	25,435	405,904	641,946
N	33,745	521,645	934,684
D	39,240	849,427	1,255,615
J	50,435	816,819	1,170,108
F	43,914	719,540	0
M	80,422	759,155	0
A	109,414	756,711	0
M	154,992	957,656	0
J	233,049	983,570	0
Total	846,997	7,783,606	6,760,332



	FY22	FY23	FY24
J	0.12%	1.38%	3.93%
A	0.14%	1.82%	3.93%
S	0.17%	2.04%	4.47%
O	0.16%	2.22%	3.16%
N	0.19%	2.67%	3.80%
D	0.16%	3.11%	4.22%
J	0.23%	3.27%	4.27%
F	0.23%	3.36%	4.19%
M	0.41%	3.38%	#DIV/0!
A	0.65%	3.64%	#DIV/0!
M	0.75%	3.78%	#DIV/0!
J	1.07%	3.93%	#DIV/0!

**YELLOWSTONE COUNTY
NONPOOLED (SEPARATE) INVESTMENTS - SD#2 (DEBT SERVICE SINKING FUND & RESERVED)
February, 2024**

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	AMORTIZED PREMIUM/ (DISCOUNT)	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	INTEREST COLLECTIONS	Notes
RESERVED FOR DEBT SERVICE SINKING FUND														
CDARS	WSB-HS OSCB Series 2010	06/8/23	1 yr	06/6/24	5,681,185.50	0.00	0.00	5,681,185.50	3.500%	100.000000	3.500%	ANNUAL		High Elem
CDARS	WSB-El OSCB Series 2010A	06/8/23	1 yr	06/6/24	1,813,782.18	0.00	0.00	1,813,782.18	3.500%	100.000000	3.500%	ANNUAL		High Elem
CDARS	WSB-ElOZAB Series 2010B	06/8/23	1 yr	06/6/24	1,498,993.54	0.00	0.00	1,498,993.54	3.500%	100.000000	3.500%	ANNUAL		High Elem
CDARS	WSB-HS QECB Series 2012	06/8/23	1 yr	06/6/24	2,077,605.04	0.00	0.00	2,077,605.04	3.500%	100.000000	3.500%	ANNUAL		High Elem
CDARS	WSB-QZAB Series 2012A	06/8/23	1 yr	06/6/24	2,495,324.57	0.00	0.00	2,495,324.57	3.500%	100.000000	3.500%	ANNUAL		High Elem
CDARS	WSB-QECB Series 2012C	06/8/23	1 yr	06/6/24	2,502,745.69	0.00	0.00	2,502,745.69	3.500%	100.000000	3.500%	ANNUAL		High Elem
SUBTOTAL - SEPARATE INVESTMENTS -DEBT SERVICE					16,069,636.52	0.00	0.00	16,069,636.52						

BOND SALE PROCEEDS

0.00	0.00	0.00	0.00
TOTAL INVESTABLE CASH:			
16,069,636.52	0.00	0.00	16,069,636.52
=====			
16,069,636.52	cross foot	0.00	16,069,636.52
TOTAL INVESTABLE CASH:			
16,069,636.52	Daily Activity	0.00	16,069,636.52
=====			
8,310,845.98	Elem	7,758,790.54	HS
Total			
16,069,636.52			16,069,636.52

Debt Service Sinking Fund rates and maturities confirmed by B. Solberg at Western Security Bank

**YELLOWSTONE COUNTY
NONPOOLED (SEPARATE) INVESTMENTS - SD#24 (DEBT SERVICE SINKING FUND & RESERVED)
February, 2024**

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	AMORTIZED PREMIUM/ (DISCOUNT)	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	Notes
INVESTMENTS - SD#24 (DEBT SERVICE SINKING FUND)													
CDARS	WESTERN SEC. BANK	06/8/23	1 year	06/6/24	8,024,018.47	0.00	0.00	8,024,018.47	3.500%	100.000000	3.500%	ANNUAL	(1)
SUBTOTAL - SEPARATE INVESTMENTS					8,024,018.47	0.00	0.00	8,024,018.47					

TOTAL INVESTABLE CASH:

8,024,018.47	0.00	0.00	8,024,018.47
=====			
8,024,018.47	cross foot	0.00	8,024,018.47
TOTAL INVESTABLE CASH:			
8,024,018.47	Daily Activity	0.00	8,024,018.47
=====			

Note1: Sinking fund for debt service. Bank combined two investments now that both termed in 2020, and were re-invested for 1 yr going forward.

Debt Service Sinking Fund rates and maturities confirmed by B. Solberg at Western Security Bank