

CITY OF POLSON COMMISSION MEETING AGENDA

COMMISSION CHAMBERS

November 16, 2015

7:00 P.M.

1. CALL TO ORDER

Mayor Knutson

2. PLEDGE OF ALLEGIANCE

Mayor Knutson

3. APPROVAL OF PROPOSED AGENDA

Mayor Knutson

4. PUBLIC COMMENT ON SIGNIFICANT MATTERS TO THE PUBLIC **NOT ON THE AGENDA (address items to the Chair. Commission takes no action on items discussed**

5. CONSENT AGENDA

a. November 1-12, 2015 claims

b. City Commission Meeting Minutes November 2, 2015

6. CITY MANAGER COMMENTS

City Manager Mark Shrives

NEW BUSINESS

7. APPROVE DOWL ENGINEERING AMENDMENT 1 TO TASK ORDER #4

City Manager Mark Shrives, Kevin Johnson

8. APPROVE AWARD FOR THE SBR EQUIPMENT PROCUREMENT CONTRACT TO FLUIDYNE CORPORATION

City Manager Mark Shrives, Kevin Johnson

9. APPOINT MARK MCGUYER TO THE CITY COUNTY PLANNING BOARD

City Manager Mark Shrives

10. ADJOURN

The City of Polson encourages public participation in its public meetings and hearings. In doing so the City holds its meetings in handicapped accessible facilities. Any persons desiring accommodations for a handicapping condition should call the City Clerk at 883-8203 for more information.

For doc #s from 122448 to 122597

5a.

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 General All-Purpose Fund	410200 Executive Services	4829 HEATHER KNUTSON	EXEC-HK TRAVEL LODGI	200.88
1000 General All-Purpose Fund	410360 Municipal Court	2031 DENNIS DEVRIES	COURT-CITY JUDGE CON	1,650.00
1000 General All-Purpose Fund	410360 Municipal Court	4880 ACCESS MONTANA	COURT-INTERNET SERVI	15.00
1000 General All-Purpose Fund	410360 Municipal Court	4743 WEX BANK	COURT-FUEL 10/1-31/1	34.62
1000 General All-Purpose Fund	410360 Municipal Court	000282 QUILL CORPORATION	COURT-STORAGE BOXES	11.46
1000 General All-Purpose Fund	410360 Municipal Court	2074 VERIZON WIRELESS	COURT-J HART ANDROID	40.01
1000 General All-Purpose Fund	410362 Jury Services	999999 MARY FRISCIA	COURT-ONE DAY JURY P	25.00
1000 General All-Purpose Fund	410362 Jury Services	999999 DAVID WHEELER	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410362 Jury Services	999999 ROBERTA ANDERSON	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410362 Jury Services	999999 DAVID R ALMON	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410362 Jury Services	999999 BARRY R FLAMM	COURT-ONE DAY JURY P	25.00
1000 General All-Purpose Fund	410362 Jury Services	999999 RAY O PALMER	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410362 Jury Services	999999 DEBORAH DENTON	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410362 Jury Services	999999 MARY D NILSSON	COURT-ONE DAY JURY P	25.00
1000 General All-Purpose Fund	410362 Jury Services	999999 LASHELL KELTON-ARLINT	COURT-ONE DAY JURY P	25.00
1000 General All-Purpose Fund	410362 Jury Services	999999 GITONE COURTURE-WARE	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410362 Jury Services	999999 SUSAN MOCAGBEE	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410362 Jury Services	999999 DENNIS G BAASCH	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410362 Jury Services	999999 DUANE M SIMSHAW	COURT-ONE DAY JURY P	25.00
1000 General All-Purpose Fund	410362 Jury Services	999999 LINDSAY E CASTRILLO	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410362 Jury Services	999999 ARDITH ALLEN	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410362 Jury Services	999999 ADELLE DONOHUE	COURT-ONE DAY JURY P	25.00
1000 General All-Purpose Fund	410362 Jury Services	999999 CAROLYN O HALL	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410362 Jury Services	999999 MELISSA HOPPE	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410362 Jury Services	999999 JAMES VIALL	COURT-ONE DAY JURY P	25.00
1000 General All-Purpose Fund	410362 Jury Services	999999 KATHE MC PHERSON	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410362 Jury Services	999999 REBECCA SCHIFF	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410362 Jury Services	999999 DENNIS LOCKWOOD	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410362 Jury Services	999999 WILMA SMITH	COURT-JURY DUTY	12.00
1000 General All-Purpose Fund	410400 Administrative Services	4880 ACCESS MONTANA	ADMIN-INTERNET SERVI	15.00
1000 General All-Purpose Fund	410400 Administrative Services	4743 WEX BANK	ADMIN-CTY MNGER -UNI	67.51
1000 General All-Purpose Fund	410400 Administrative Services	2074 VERIZON WIRELESS	ADMIN.-C.M. CELL PHO	29.59
1000 General All-Purpose Fund	410400 Administrative Services	2074 VERIZON WIRELESS	ADMIN.-C.M. TABLET	40.01
1000 General All-Purpose Fund	410500 Financial Services	4880 ACCESS MONTANA	FINANCE-INTERNET SER	15.00
1000 General All-Purpose Fund	410500 Financial Services	000282 QUILL CORPORATION	FINANCE-HP TONER CTY	73.38
1000 General All-Purpose Fund	411100 Legal Services	4820 M RICHARD GEBHARDT	FACILITIES-CITY ATTY	2,000.00
1000 General All-Purpose Fund	411100 Legal Services	4850 MORIGEAU LAW PLLC	FACILITIES-CITY ATTY	2,000.00
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	1780 BLACK MOUNTAIN SOFTWARE,	FACILITIES-MM03, PYR	2,465.00
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000080 FLATHEAD NEWSPAPER GROUP	FACILITIES-AUDIT PUB	33.00
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000080 FLATHEAD NEWSPAPER GROUP	FACILITIES-BUDGET AM	42.00
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000080 FLATHEAD NEWSPAPER GROUP	POLICE-ADVERTISEMENT	119.00
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000282 QUILL CORPORATION	FACILITY-BRK ROOM SU	13.74
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000282 QUILL CORPORATION	FACILITY-COPY PAPER	73.38
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000282 QUILL CORPORATION	FACILITY-CORRECTION	20.17
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	1925 VALLEY BUSINESS SYTEMS	FACILITIES-TA 305 CL	96.00
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	1925 VALLEY BUSINESS SYTEMS	FACILITIES-3232 CLN/	96.00
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000023 GULL PRINTING	FACILITIES-PRSNL PO	930.00
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	2234 ACE HARDWARE/ TREMPER'S	FACILITIES-TOILET GA	18.98
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	4936 ZOERENE GEMBALA	FACILITIES-REIMBURSE	92.65
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	2888 MISSION VALLEY SECURITY	FACILITIES-C.H. ENTR	298.10
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000044 REPUBLIC SERVICES #889	FACILITIES-WASTE DIS	54.96
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	4920 OFFICE DEPOT, INC	FACILITIES-OFFICE SU	67.99

For doc #s from 122448 to 122597

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000185 SUPER 1 FOODS	FACILITIES-CLEANING	38.99
1000 General All-Purpose Fund	420140 Crime Control and	4159 REXEL INC, d/b/a PLATT	STREETS-ASST. PRODUC	28.52
1000 General All-Purpose Fund	420140 Crime Control and	4880 ACCESS MONTANA	POLICE-INTERNET SERV	15.00
1000 General All-Purpose Fund	420140 Crime Control and	4880 ACCESS MONTANA	POLICE-DEDICATED LIN	57.94
1000 General All-Purpose Fund	420140 Crime Control and	4743 WEX BANK	POLICE-FUEL 10/01-31	2,408.56
1000 General All-Purpose Fund	420140 Crime Control and	000282 QUILL CORPORATION	POLICE-OFFICE SUPPLI	18.88
1000 General All-Purpose Fund	420140 Crime Control and	3614 THE CAR WASH/GROGAN'S	POLICE-VEH WASH 10/1	43.49
1000 General All-Purpose Fund	420140 Crime Control and	2234 ACE HARDWARE/ TREMPER'S	POLICE-FORD KEY	3.50
1000 General All-Purpose Fund	420140 Crime Control and	2234 ACE HARDWARE/ TREMPER'S	POLICE-36" CM METAL	32.99
1000 General All-Purpose Fund	420140 Crime Control and	2234 ACE HARDWARE/ TREMPER'S	POLICE-KEY KWIKSET	6.00
1000 General All-Purpose Fund	420140 Crime Control and	2234 ACE HARDWARE/ TREMPER'S	POLICE-BATTERYS, FAS	20.35
1000 General All-Purpose Fund	420140 Crime Control and	4849 JOHN DEERE FINANCIAL	POLICE-JACKET	39.99
1000 General All-Purpose Fund	420140 Crime Control and	4849 JOHN DEERE FINANCIAL	POLICE-JACKETS	430.00
1000 General All-Purpose Fund	420140 Crime Control and	4849 JOHN DEERE FINANCIAL	POLICE-GARAGE JACK &	209.98
1000 General All-Purpose Fund	420140 Crime Control and	4849 JOHN DEERE FINANCIAL	POLICE-BENCH VISE, S	109.97
1000 General All-Purpose Fund	420140 Crime Control and	4849 JOHN DEERE FINANCIAL	POLICE-35" TACTICAL	44.99
1000 General All-Purpose Fund	420140 Crime Control and	000724 COSNER COMTECH	POLICE-PORT ANTENNA,	294.00
1000 General All-Purpose Fund	420140 Crime Control and	2888 MISSION VALLEY SECURITY	FIRE-ENTRANCE CAMERA	985.49
1000 General All-Purpose Fund	420140 Crime Control and	000044 REPUBLIC SERVICES #889	POLICE-SHARED WASTE	28.07
1000 General All-Purpose Fund	420140 Crime Control and	2074 VERIZON WIRELESS	POLICE-I PHONES	312.24
1000 General All-Purpose Fund	420140 Crime Control and	4920 OFFICE DEPOT, INC	POLICE-OFFICE SUPPLY	39.49
1000 General All-Purpose Fund	420140 Crime Control and	000185 SUPER 1 FOODS	POLICE-K-9 SUPPLY	17.49
1000 General All-Purpose Fund	420140 Crime Control and	000185 SUPER 1 FOODS	POLICE-FNDRAIS DINNE	123.16
1000 General All-Purpose Fund	420400 Fire Protection and	4880 ACCESS MONTANA	FIRE-INTERNET SERVIC	15.00
1000 General All-Purpose Fund	420400 Fire Protection and	000010 CENTURYLINK	FIRE-FIREHALL SERVIC	41.52
1000 General All-Purpose Fund	420400 Fire Protection and	4743 WEX BANK	FIRE-FUEL 10/01-31/1	159.39
1000 General All-Purpose Fund	420400 Fire Protection and	000724 COSNER COMTECH	FIRE-BATTERY PACK	212.64
1000 General All-Purpose Fund	420400 Fire Protection and	2234 ACE HARDWARE/ TREMPER'S	FIRE-WORKLGHGT CORD W	49.99
1000 General All-Purpose Fund	420400 Fire Protection and	001541 L.N. CURTIS & SONS	FIRE-KWIK TACH CPLG	192.29
1000 General All-Purpose Fund	420540 Land Use	4835 SANDS SURVEYING, INC	PLANNING-ASST WITH P	987.50
1000 General All-Purpose Fund	420540 Land Use	4880 ACCESS MONTANA	PLANNING-INTERNET SE	15.00
1000 General All-Purpose Fund	420540 Land Use	000080 FLATHEAD NEWSPAPER GROUP	PLANNING-CCPB MEETIN	22.00
1000 General All-Purpose Fund	430240 Road and Street	4666 KNIEF RIVER-MISSOULA	STREETS-U.P.M.	631.19
1000 General All-Purpose Fund	430240 Road and Street	4880 ACCESS MONTANA	STREETS-SATELITE @10	28.97
1000 General All-Purpose Fund	430240 Road and Street	4825 IBS, INC	STREETS-ASSORT PRODU	168.14
1000 General All-Purpose Fund	430240 Road and Street	3270 TERRY GEMBALA	STREETS-C.D.L. RENEW	50.50
1000 General All-Purpose Fund	430240 Road and Street	4793 AUTOZONE, INC	STREETS-DEF DIESEL E	25.00
1000 General All-Purpose Fund	430240 Road and Street	000044 REPUBLIC SERVICES #889	STREETS-SHARED WASTE	28.06
1000 General All-Purpose Fund	430240 Road and Street	2074 VERIZON WIRELESS	STREETS-CELL PHONE S	159.40
1000 General All-Purpose Fund	460430 Parks	4880 ACCESS MONTANA	PARKS-INTERNET SERVI	15.00
1000 General All-Purpose Fund	460430 Parks	4880 ACCESS MONTANA	PARKS-SATELITE SERVI	28.97
1000 General All-Purpose Fund	460430 Parks	4743 WEX BANK	PARKS-FUEL 10/01-31/	324.68
1000 General All-Purpose Fund	460430 Parks	000282 QUILL CORPORATION	PARKS-HANGING FILES	11.00
1000 General All-Purpose Fund	460430 Parks	2234 ACE HARDWARE/ TREMPER'S	PARKS-STAPLES	4.49
1000 General All-Purpose Fund	460430 Parks	2234 ACE HARDWARE/ TREMPER'S	PARKS-COUPPLINGS	51.92
1000 General All-Purpose Fund	460430 Parks	2234 ACE HARDWARE/ TREMPER'S	PARKS-ASSORTED PRODU	46.26
1000 General All-Purpose Fund	460430 Parks	2234 ACE HARDWARE/ TREMPER'S	PARKS-TRIMMER LINE	42.99
1000 General All-Purpose Fund	460430 Parks	3367 THE TRACTOR SHOP, INC.	PARKS-MOWER TORO 400	1,358.99
1000 General All-Purpose Fund	460430 Parks	000046 BEACON TIRE CENTER	PARKS-4 TIRES MT/BAL	55.00
1000 General All-Purpose Fund	460430 Parks	2074 VERIZON WIRELESS	PARKS-CELL PHONE SER	119.90

For doc #s from 122448 to 122597

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
			Total for Fund:	21,135.31
2020 Police Municipal Services	420140 Crime Control and	2074 VERIZON WIRELESS	POLICE-AIRCARDS & NO	520.19
			Total for Fund:	520.19
2210 Parks/Salish Point	460430 Parks	3902 VALLEY JOURNAL LLP	PARKS-SALISH POINT P	347.00
			Total for Fund:	347.00
2394 Building Code Enforcement	420500 Protective Inspections	4880 ACCESS MONTANA	BUILDING-INTERNET SE	15.00
2394 Building Code Enforcement	420500 Protective Inspections	4743 WEX BANK	BUILDING-FUEL 10/01-	48.13
			Total for Fund:	63.13
2395 Tree Fund	480150 Tree Conservation	000011 MISSION VALLEY POWER	PARKS-SPORTS CMLPX W	31.94
			Total for Fund:	31.94
2820 Gas Apportionment Tax	430240 Road and Street	000093 RDO EQUIPMENT CO	STREETS-5G-HYDRO	148.70
2820 Gas Apportionment Tax	430240 Road and Street	000093 RDO EQUIPMENT CO	STREETS-ASSORT PRODU	125.43
2820 Gas Apportionment Tax	430240 Road and Street	4743 WEX BANK	STREETS-FUEL 10/01-3	791.64
2820 Gas Apportionment Tax	430240 Road and Street	4355 TITAN MACHINERY	STREETS-CYLNDR, RTNG	148.60
2820 Gas Apportionment Tax	430240 Road and Street	2234 ACE HARDWARE/ TREMPER'S	STREETS-ASSORTED PRO	17.47
2820 Gas Apportionment Tax	430240 Road and Street	2234 ACE HARDWARE/ TREMPER'S	STREETS-BAR&CHAIN OI	19.98
2820 Gas Apportionment Tax	430240 Road and Street	2234 ACE HARDWARE/ TREMPER'S	STREETS-HAMMER HANDL	6.49
2820 Gas Apportionment Tax	430240 Road and Street	4910 O'REILLY AUTOMOTIVE INC	STREETS-ASSORT PRODU	19.96
2820 Gas Apportionment Tax	430240 Road and Street	001103 MID AMERICAN RESEARCH	STREETS-BRK-AWY PENT	124.44
			Total for Fund:	1,402.71
2943 RCDI/Growth Policy	420540 Land Use	4835 SANDS SURVEYING, INC	PLANNING-GROWTH POLI	945.00
			Total for Fund:	945.00
5010 Golf Fund	460446 Golf Course -	4880 ACCESS MONTANA	GOLF MAINT-SATELITE	77.94
5010 Golf Fund	460446 Golf Course -	000010 CENTURYLINK	GOLF MAINT-TELEPHONE	152.18
5010 Golf Fund	460446 Golf Course -	000644 CITY OF POLSON WATER	GOLF MAINT-COURSE RE	42.13
5010 Golf Fund	460446 Golf Course -	000644 CITY OF POLSON WATER	GOLF MAINT-COURSE RE	49.07
5010 Golf Fund	460446 Golf Course -	000644 CITY OF POLSON WATER	GOLF MAINT-COURSE RE	64.91
5010 Golf Fund	460446 Golf Course -	000644 CITY OF POLSON WATER	GOLF MAINT-COURSE RE	86.99
5010 Golf Fund	460446 Golf Course -	001594 JOHNSON DISTRIBUTING	GOLF MAINT-ASST. PRO	245.52
5010 Golf Fund	460446 Golf Course -	001594 JOHNSON DISTRIBUTING	GOLF MAINT-ASST. PRO	245.34
5010 Golf Fund	460446 Golf Course -	001594 JOHNSON DISTRIBUTING	GOLF MAINT-SERVICE C	11.04
5010 Golf Fund	460446 Golf Course -	2234 ACE HARDWARE/ TREMPER'S	GOLF MAINT-FASTENERS	3.94
5010 Golf Fund	460446 Golf Course -	2234 ACE HARDWARE/ TREMPER'S	GOLF MAINT-RV ANTI-F	33.88
5010 Golf Fund	460446 Golf Course -	4810 PACIFIC POWER GROUP	GOLF MAINT-ASST PART	547.61
5010 Golf Fund	460446 Golf Course -	4810 PACIFIC POWER GROUP	GOLF MAINT-TECH MANU	205.00
5010 Golf Fund	460446 Golf Course -	4810 PACIFIC POWER GROUP	GOLF MAINT-SERVICE C	8.21
5010 Golf Fund	460446 Golf Course -	1864 CHS/MOUNTAIN WEST	GOLF MAINT-FUEL	297.79
5010 Golf Fund	460446 Golf Course -	1864 CHS/MOUNTAIN WEST	GOLF MAINT-FUEL	279.25

For doc #s from 122448 to 122597

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5010 Golf Fund	460446 Golf Course -	2087 GCSAA MEMBERSHIP	GOLF MAINT-N. ARLINT	190.00
5010 Golf Fund	460446 Golf Course -	001145 MISSOULA TEXTILE SERVICES	GOLF MAINT-LAUNDRY	8.56
5010 Golf Fund	460446 Golf Course -	001145 MISSOULA TEXTILE SERVICES	GOLF MAINT-LAUNDRY	13.70
5010 Golf Fund	460446 Golf Course -	001145 MISSOULA TEXTILE SERVICES	GOLF MAINT-LAUNDRY	8.56
5010 Golf Fund	460446 Golf Course -	001145 MISSOULA TEXTILE SERVICES	GOLF MAINT-LAUNDRY	16.76
5010 Golf Fund	460446 Golf Course -	001145 MISSOULA TEXTILE SERVICES	GOLF MAINT-LAUNDRY	8.56
5010 Golf Fund	460446 Golf Course -	000044 REPUBLIC SERVICES #889	GOLF MAINT-WASTE DIS	41.42
5010 Golf Fund	460447 Golf Course - Pro Shop	000076 LINK'S MANAGEMENT, INC.	GOLF PRO-PRO CONTRCT	9,932.98
5010 Golf Fund	460447 Golf Course - Pro Shop	000644 CITY OF POLSON WATER	GOLF PRO-PRO SHOP WA	76.20
5010 Golf Fund	460447 Golf Course - Pro Shop	2234 ACE HARDWARE/ TREMPER'S	GOLF PRO-WD 40	5.49
5010 Golf Fund	460447 Golf Course - Pro Shop	4664 CHARTER COMMUNICATIONS	GOLF PRO-INTERNET	65.00
5010 Golf Fund	460447 Golf Course - Pro Shop	4329 BISHOP SIGNWORKS	GOLF PRO-CART REGST	32.00
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GOLF PRO-LAUNDRY	4.00
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GOLF PRO-LAUNDRY	4.00
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GOLF PRO-LAUNDRY	5.57
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GOLF PRO-LAUNDRY	11.22
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GOLF PRO-LAUNDRY	4.38
5010 Golf Fund	460450 Golf Course Restaurant	000185 SUPER 1 FOODS	GOLF REST-FOOD SUPPL	33.14
5010 Golf Fund	460450 Golf Course Restaurant	000185 SUPER 1 FOODS	GOLF REST-FOOD SUPPL	18.73
5010 Golf Fund	460450 Golf Course Restaurant	000185 SUPER 1 FOODS	GOLF REST-FOOD SUPPL	19.21
5010 Golf Fund	460450 Golf Course Restaurant	000185 SUPER 1 FOODS	GOLF REST-FOOD SUPPL	27.66
5010 Golf Fund	460450 Golf Course Restaurant	000185 SUPER 1 FOODS	GOLF REST-FOOD SUPPL	4.57
5010 Golf Fund	460460 G. C. Restaurant O & M	4484 MONTANA DEPT OF HEALTH &	GOLF REST-LIC RENEWA	115.00
5010 Golf Fund	460460 G. C. Restaurant O & M	000644 CITY OF POLSON WATER	GOLF REST-RESTAURANT	76.20
5010 Golf Fund	460460 G. C. Restaurant O & M	001145 MISSOULA TEXTILE SERVICES	GOLF REST-LAUNDRY	19.21
5010 Golf Fund	460460 G. C. Restaurant O & M	001145 MISSOULA TEXTILE SERVICES	GOLF REST-LAUNDRY	34.82
Total for Fund:				13,127.74
5210 Water Fund	430500 Water Utilities	4880 ACCESS MONTANA	WATER-INTERNET SERVI	15.00
5210 Water Fund	430500 Water Utilities	4880 ACCESS MONTANA	WATER-SATELITE@715 7	38.97
5210 Water Fund	430530 Source of Supply and	4074 APPLIED WATER CONSULTING	WATER-SERVICE 9/27-1	4,343.99
5210 Water Fund	430530 Source of Supply and	2937 G & M AUTO TECH, INC	WATER-CHEV K1500 BAT	60.50
5210 Water Fund	430540 Purification and	000101 MONTANA ENVIRONMENTAL	WATER-CHLORINE FREE	96.00
5210 Water Fund	430550 Transmission and	3119 LARSCO, INC.	WATER-GASKETS REBUIL	595.06
5210 Water Fund	430550 Transmission and	4743 WEX BANK	WATER-FUEL 10/01-31/	414.09
5210 Water Fund	430550 Transmission and	4702 UTILITY SERVICES	WATER-WTR LINE SURVE	6,506.00
5210 Water Fund	430550 Transmission and	1879 THE UPS STORE	WATER-SHIPMENT	42.18
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATER-TWISTLOCK	9.99
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATER-SILCN CAULK	6.49
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATER-175W BULG	34.98
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATER-SUPER GLUE, SA	5.87
5210 Water Fund	430550 Transmission and	3614 THE CAR WASH/GROGAN'S	WATER-VEH WASH 10/1-	5.00
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATER-GALV COUMP COU	31.97
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATER-FASTENERS	0.26
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATER-TAPE	20.64
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATER-THREADLOCKER	4.99
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATER-FASTENERS	5.70
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATER-39 GAL BAGS, T	27.97
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATER-ASST HAND TOOL	45.26
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATER-SPRPNT, FASTEN	31.77
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATER-SOCKET ADAPTER	3.49

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Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5210 Water Fund	430550 Transmission and	001725 LAKE COUNTY SOLID WASTE	WATER-C&D WASTE	40.00
5210 Water Fund	430550 Transmission and	001725 LAKE COUNTY SOLID WASTE	WATER-C&D WASTE	155.00
5210 Water Fund	430550 Transmission and	4006 HD SUPPLY WATERWORKS,	WATER-BLUE MARKING P	98.40
5210 Water Fund	430550 Transmission and	000044 REPUBLIC SERVICES #889	WATER-SHARED WASTE D	56.41
5210 Water Fund	430550 Transmission and	2074 VERIZON WIRELESS	WATER-CELL PHONE SER	171.41
5210 Water Fund	430550 Transmission and	4507 MT WATERWORKS, LLC	WATER-THREAD SEAL TA	45.00
5210 Water Fund	430550 Transmission and	2007 UTILITIES UNDERGROUND	WATER-UTIL LOCATES O	18.17
5210 Water Fund	430570 Customer Accounting and	4006 HD SUPPLY WATERWORKS,	WATER-METER IDLER	92.34
5210 Water Fund	430570 Customer Accounting and	000005 POSTMASTER	WATER-BILLING RESERV	315.00
5210 Water Fund	430570 Customer Accounting and	4507 MT WATERWORKS, LLC	WATER-METER PIT, COI	3,821.44
Total for Fund:				17,159.34
5310 Sewer Fund	430600 Sewer Utilities	4880 ACCESS MONTANA	SEWER-INTERNET SERVI	15.00
5310 Sewer Fund	430600 Sewer Utilities	4880 ACCESS MONTANA	SEWER-SATELINTE@715	38.97
5310 Sewer Fund	430630 Collection and	000010 CENTURYLINK	SEWER-LAGOON SHOP	189.21
5310 Sewer Fund	430630 Collection and	000010 CENTURYLINK	SEWER-LAGOON LAB PHO	106.58
5310 Sewer Fund	430630 Collection and	4743 WEX BANK	SEWER-FUEL 10/01-31/	685.80
5310 Sewer Fund	430630 Collection and	000011 MISSION VALLEY POWER	SEWER-WEST SHORE	131.38
5310 Sewer Fund	430630 Collection and	3614 THE CAR WASH/GROGAN'S	SEWER-VEH WASH 10/1-	5.00
5310 Sewer Fund	430630 Collection and	000101 MONTANA ENVIRONMENTAL	SEWER-LAB BOD	47.00
5310 Sewer Fund	430630 Collection and	000101 MONTANA ENVIRONMENTAL	SEWER-AMMONIA BOD CO	187.00
5310 Sewer Fund	430630 Collection and	000101 MONTANA ENVIRONMENTAL	SEWER-LAB BOD	47.00
5310 Sewer Fund	430630 Collection and	000101 MONTANA ENVIRONMENTAL	SEWER-LAB BOD	47.00
5310 Sewer Fund	430630 Collection and	2234 ACE HARDWARE/ TREMPER'S	SEWER-REFILL LINE TR	19.99
5310 Sewer Fund	430630 Collection and	2234 ACE HARDWARE/ TREMPER'S	SEWER-YALE KEY	3.00
5310 Sewer Fund	430630 Collection and	4756 J&M TRANSPORTATION	SEWER-COURIER SERVIC	36.00
5310 Sewer Fund	430630 Collection and	4756 J&M TRANSPORTATION	SEWER-COURIER SERVIC	36.00
5310 Sewer Fund	430630 Collection and	4756 J&M TRANSPORTATION	SEWER-COURIER SERVIC	36.00
5310 Sewer Fund	430630 Collection and	4756 J&M TRANSPORTATION	SEWER-COURIER SERVIC	36.00
5310 Sewer Fund	430630 Collection and	4756 J&M TRANSPORTATION	SEWER-COURIER SERVIC	36.00
5310 Sewer Fund	430630 Collection and	001725 LAKE COUNTY SOLID WASTE	SEWER-C&D WASTE	40.00
5310 Sewer Fund	430630 Collection and	001725 LAKE COUNTY SOLID WASTE	SEWER-C&D WASTE	155.00
5310 Sewer Fund	430630 Collection and	2074 VERIZON WIRELESS	SEWER-CELL PHONE SER	171.41
5310 Sewer Fund	430630 Collection and	2937 G & M AUTO TECH, INC	SEWER-CHEV K1500 BAT	60.50
5310 Sewer Fund	430630 Collection and	2007 UTILITIES UNDERGROUND	SEWER-UTIL LOCATES O	18.16
5310 Sewer Fund	430640 Treatment and Disposal	2183 DOWL HKM ENGINEERING	SEWER-FINAL INV TASK	3,425.57
5310 Sewer Fund	430640 Treatment and Disposal	2183 DOWL HKM ENGINEERING	SEWER-TASK ORDER #4	27,303.28
5310 Sewer Fund	430640 Treatment and Disposal	4046 BIOLYNCEUS BIOLOGICAL	SEWER-PROBIOTIC SCRUB	4,190.59
5310 Sewer Fund	430640 Treatment and Disposal	000044 REPUBLIC SERVICES #889	SEWER-SHARED WASTE D	56.40
5310 Sewer Fund	430640 Treatment and Disposal	001161 JENSEN BACKHOE INC.	SEWER-LAGOON SLUDGE R	1,660.00
5310 Sewer Fund	430640 Treatment and Disposal	4947 HUBER TECHNOLOGY INC	SEWER-PRVD HDWRKS EQ	32,850.10
5310 Sewer Fund	430670 Customer Accounting and	4006 HD SUPPLY WATERWORKS,	SEWER-METER IDLER	92.34
5310 Sewer Fund	430670 Customer Accounting and	000005 POSTMASTER	SEWER-BILLING RESERV	315.00
5310 Sewer Fund	430670 Customer Accounting and	4507 MT WATERWORKS, LLC	SEWER-METER PIT, COI	3,821.44
Total for Fund:				75,862.72
7015 William Cleveland Aid	212510 Due to Others	000017 TOTAL SCREEN DESIGN	POLICE-TEAM CLEVELAN	505.00
7015 William Cleveland Aid	212510 Due to Others	4222 WILLIAM CLEVELAND	POLICE-DONATION FUND	8,546.05

11/12/15
16:01:56

City of Polson
Claim Details by Fund, Account
For the Accounting Period: 11/15

Page: 6 of 7
Report ID: AP100Z

For doc #s from 122448 to 122597

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
			Total for Fund:	9,051.05
			Total:	139,646.13

Fund/Account	Amount
1000 General All-Purpose Fund	
101000	\$21,135.31
2020 Police Municipal Services Levy	
101000	\$520.19
2210 Parks/Salish Point	
101000	\$347.00
2394 Building Code Enforcement	
101000	\$63.13
2395 Tree Fund	
101000	\$31.94
2820 Gas Apportionment Tax Fund	
101000	\$1,402.71
2943 RCIDI/Growth Policy	
101000	\$945.00
5010 Golf Fund	
101000	\$13,127.74
5210 Water Fund	
101000	\$17,159.34
5310 Sewer Fund	
101000	\$75,862.72
7015 William Cleveland Aid Fund	
101000	\$9,051.05
Total:	\$139,646.13

CITY OF POLSON COMMISSION MEETING

5b

Commission Chambers

November 2, 2015

7:00 p.m.

ATTENDANCE: Mayor Heather Knutson, Commissioners Campbell, Donovan, Erickson, Turner, Siler, and Southerland City Manager Mark Shrives, City Clerk Cora Pritt

OTHERS PRESENT (who voluntarily signed in): Carol Daniels, Peter Daniels, Elsa Duford, Lita Fonda, and Mike Lies,

CALL TO ORDER: (00:03) Mayor Knutson called the meeting to order. The Pledge of Allegiance was recited. Roll call was taken.

APPROVAL OF PROPOSED AGENDA (01:03) - Commissioner Turner motion to approve the proposed agenda. Commissioner Erickson second. City Commission discussion: none
Public comment: **Elsa Duford** asked for clarification on Agenda No. 8. Mayor Knutson explained that this would be an information only on the findings and recommendation. There will be no vote taken on this agenda item. **VOTE: Unanimous Motion carried**

PUBLIC COMMENT ON SIGNIFICANT MATTERS TO THE PUBLIC **NOT ON THE AGENDA (02:34)-none**

CONSENT AGENDA (02:55)-(a). October 15-29, 2015 claims, (b). Cancelled Claim October 28, 2015 (c) City Commission Meeting Minutes October 19, 2015, **Commissioner Siler motion to approve the consent agenda. Commissioner Campbell second.** City Commission discussion: Commissioner Turner asked if there were duplicate claims for \$399.99 for the Police department. City Manager Shrives commented that he would have City Finance Officer Cindy Dooley double check to make sure it wasn't a duplicate. Public Comment: **Elsa Duford** thanked Mayor Knutson for her comments on the City Commission meeting minutes page 6. The comment made the minutes understandable. Mayor Knutson made a correction to the October 19, 2015 minutes. Mr. Lee Manicke provided a correction to the conversation that took place between himself and Mr. Ken Avison. Mayor Knutson read the correction to the minutes. The October 19, 2015 minutes will be corrected. **VOTE: Unanimous Motion carried**

APPROVE SECOND READING OF ORDINANCE NO. 2015-011 TO ADOPT CHAPTER 15, ARTICLES 1 AND 2. PARKS AND RECREATION TO THE CITY OF POLSON BOOK OF ORDINANCES (08:38)-City Manager Shrives presented this agenda item. This is the next chapter in the recodification process to update the City of Polson Book of Ordinances. There were a few red-line corrections since the previous reading and also on page 5, 4a; at the end of the sentence there will be added the following wording: unless prior approval is received by the director. **Commissioner Southerland motion to approve the 2nd reading of the Ordinance #2015-011 to adopt Chapter 15, Parks and Recreation Articles 1. In General-Reserved, Article 2 Park Regulations, to the City of Polson Book of Ordinances. Commissioner Donovan second.** City Commission discussion: none
Public comment: none **VOTE: Unanimous Motion carried**

APPROVE CITY MANAGER MARK SHRIVES EMPLOYMENT AGREEMENT (10:39)-Mayor Knutson requested a motion to remove this agenda item from the table. **Commissioner Siler motion to remove this agenda item from the table. Commissioner Erickson second.** Commission discussion: none
Public comment: none **VOTE: Unanimous Motion carried** Mayor Knutson thanked everyone for their input throughout this process. There is one correction that will need to be made: Page 1, 2a-review salary in February contradicts 4 7a which reads March. So, page 1, 2a will be changed to read March. **Commissioner Turner motion to approve City Manager Mark Shrives employment**

agreement. Commissioner Campbell second. City Commission discussion: none Public comment: none **VOTE: Unanimous Motion carried**

INFORMATION ONLY-LOCAL GOVERNMENT REVIEW STUDY COMMISSION

RECOMMENDATION AND FINDINGS (13:07)-Vice Chair Jane Irwin presented this agenda item. This is an elected group of individuals that have spent a year conducting interviews, surveys, and public hearings to determine the form of government the City of Polson citizens would like to have. The Final Report finding is to not change the current form of government. There was a budget of \$14,500.00 allocated for this study and the Local Government Study group used \$3, 155.00. The majority of the budget spent was for the group to attend training in Bozeman. Commissioner Erickson thanked Jane for her time. Commissioner Siler thanked the Government Study for an excellent report. Mayor Knutson commented on the great job done and for the write up, interview, and surveys. Commissioner Southerland commented she liked the 2 recommendations. Commissioner Campbell commented he was happy to see all that had been done. Mayor Knutson clarified that now that the Final Report was completed the Report would be sent to Bozeman to the Local Government Center. Karen Sargeant commented that two copies will be sent to the State of Montana, a copy to the County Clerk & Recorder and a copy to the City Clerk. Public comment: **Elsa Duford** asked if there would be a vote taken on this agenda item. Mayor Knutson answered that there would not. Elsa Duford then asked if she could state an objection. Mayor Knutson answered yes Elsa could come to the podium and make her statement of objection. Elsa commented that there was not a tentative Final Report for the public to review. The website stated that there was a tentative report. At the public hearing there was only two people attending. There were errors that needed to be corrected. Mayor Knutson commented that she would pass along Elsa's comments. **Mike Lies** commended the Commission on a fine report. Changing the City wards is a function of the City Government not this committee. In 2010 there was a form given to then City Manager Todd Crossett to adjust the boundaries. Mr. Lies does not know if Mr. Crossett ever sent the paperwork in to the State to adjust the voting boundaries. It is a State law to get it done.

ROBERT WOOD JOHNSON FOUNDATION-CULTURE OF HEALTH AWARD

APPLICATION (26:17)-Mayor Knutson presented this agenda item. This is a prize of \$25,000.00 that is given to a community and it is up to that community to decide how this money is spent. The Mission Valley Aquatic Center and the City of Polson are going to partner is filing an application for this award. The award monies would be shared 75% to MVAC and 25% to City of Polson. The first application must be submitted by November 12, 2015. The Committee will make their selections on December 14, 2015. Then Phase II application is to be completed by January 25, 2016. March 2016 the Committee sends out the invitations. The award is made in the autumn of 2016. There are several programs that the City of Polson participates in that would make the City a good candidate. Mayor Knutson commented that she will be assisting Allie Bronson in filing out the application and the policy. **Mayor Knutson asked for a motion to partner with Mission Valley Aquatic Center. Commissioner Siler so moved.**

Commissioner Campbell second. City Commission discussion: Commissioner Erickson commented that the bike and walking paths would be a benefit toward obtaining this award. Public discussion: none

VOTE: Unanimous Motion carried

(32:27) Mayor Knutson asked the Commission if there were any items that needed full minutes or will action minutes suffice. The Commission commented that action minutes would suffice.

(32:35) Commissioner Siler reported that there had been three interviews for Polson Volunteer Firefighters; David Simons, Chad Morgan, Dale Rammesar. All look like good additions.

Adjourn. (33:22) Commissioner Donovan motion to adjourn. Commissioner Southerland second. Commission discussion: none Public Comment: none **VOTE: Unanimous Motion carried.**

ADJOURN: 7:33p.m.

ATTEST: _____

Heather Knutson, Mayor

Cora E. Pritt, City Clerk

CITY OF POLSON

CITY COMMISSION AGENDA ITEM SUMMARY

Agenda Item Number: 7 (Motion) Approve Amendment #1 to Task Order #4 for Dowl
HKM Engineering

Meeting Date: November 16, 2015

Staff Contact: Mark Shrives

AGENDA ITEM SUMMARY: This agenda item requests City Commission approval of Amendment #1 to Task Order #4 for Dowl Engineering in support of the Wastewater Treatment Project.

BACKGROUND: The City signed a Professional Services Agreement with Dowl Engineering on August 2, 2013. This agreement consisted of four specific parts for engineering services;

- Part 1 – Study and Report Phase Services.
- Part 2 – Design Activities
- Part 3 – Bidding and Negotiation
- Part 4 - Construction and Commissioning

Task order #4 was approved by the City Commission on October 19, 2015

ANALYSIS: The changes to task order #4 are required in order to meet additional requirements that we learned about after award of the CDBG grant we recently received. Amendment #1 addresses those additional requirements

FINANCIAL CONSIDERATIONS: None

STAFF RECOMMENDATION Approve Dowl Amendment #1 to Task Order #4

SUGGESTED MOTION: I move to approve Dowl Engineering Amendment #1 to Task Order #4

ATTACHMENTS:

Encl. 1 – Dowl Engineering Amendment #1 to Task Order #4

**City of Polson –Wastewater System Improvements
Engineering Services Agreement – Amendment 1 to Task Order #4**

Amendment No. 1 To Task Order No. 4

1. Background Data:

- a. Effective Date of Task Order No. 4 October 19, 2015
- b. Owner: **City of Polson**
- c. Engineer: **DOWL (Formerly doing business as DOWL HKM)**
- d. Specific Project: Water Resource Recovery Facility (WRRF) Final Design, Bidding, Construction and Start Up Services

2. Description of Modifications

1. Specific Project Data

A. The purpose of this amendment is to incorporate by reference requirements of the Community Development Block Grant (CDBG) Program as a condition of the City's grant award. This program requires incorporation of the attached Exhibit 3G for contracts based upon the EJCDC contract in place for this project.

1) In the event of a conflict between any term and provision of this Contract or any attachments hereto and the CDBG Supplemental Conditions, the terms and provisions of the CDBG Supplemental Conditions shall prevail.

B. Part C2.03.B: Modify this paragraph as follows: "*The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of **1.0.***"

2. Services of Engineer

- *No additional provisions incorporated.*

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:

- *No additional provisions noted.*

4. Tentative Work Plan Schedule and Times for Rendering Services

- *No additional provisions incorporated.*

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment shall be date of last signature below.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date

Date

Signed: _____

Signed: _____

Amend I of Task Order #4

CDBG SUPPLEMENTAL CONDITIONS (Exhibit 3-G)

I. LIAISONS.

For the City of Polson, MT:

Mark Shrives, City Manager

106 First Street East

Polson, MT 59860

(406) 883-8207

For the Contractor (DOWL):

Kevin Johnson, Project Manager

2090 Stadium Drive

Bozeman, MT 59715

(406) 586-8834

2. INDEPENDENT CONTRACTOR. It is understood by the parties hereto that the Contractor is an independent contractor and as such neither it nor its employees, if any, are employees of the City of Polson, MT for purposes of tax, retirement system, or social security (FICA) withholding.
3. EFFECTIVE DATE AND TIME OF PERFORMANCE. This Contract shall take effect upon execution by the parties and will terminate upon completion of the SCOPE OF SERVICES hereunder as determined by the City of Polson, unless terminated earlier in accordance with the terms of this Contract. The activities to be performed by the Contractor will be completed according to the schedule included in Task Order #4, Part 4 – “*Tentative Work Plan Schedule and Time for Rendering Services*” specifically incorporated herein by this reference.
4. SCOPE OF SERVICES. The Contractor will perform the following services:

See Task Order #4 detailed scope of services.

It is understood and agreed by the parties that the services of the Contractor do not include any of the following: the disbursement or accounting of funds distributed by the City of Polson's financial officer, legal advice, fiscal audits, or assistance with activities not related to the CDBG project.

5. COMPENSATION. Neither the cost of architectural, engineering, or grant administrative services plus a percentage of that cost method nor the percentage of construction cost method will serve as the basis for compensating the architect, engineer, or grant administrator for its services provided under this Contract.

For the satisfactory completion of the services to be provided under this Contract, the City of Polson will pay the Contractor a sum not to exceed \$2,243,000 in the manner set forth in the attached Task Order #4 and referenced "Agreement" attached hereto and specifically incorporated herein by this reference. Each specific service the Contractor will provide under this Contract, and the maximum amount that the City of Polson will pay the Contractor for each of these services, is set forth Task Order #4.

The amount to be paid will be calculated according to the hourly billing rates for the various personnel as described in Task Order #4. The Contractor may submit monthly requests for payment, based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING. The Contractor may not assign, transfer, or subcontract its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City of Polson. Any subcontractor or assignee will be bound by the terms and conditions of this Contract.
7. CONTRACT AMENDMENT. Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement by all parties to the Contract.
8. PRE-CONSTRUCTION CONFERENCE. Before the start of construction, a conference will be held for the purpose of familiarizing the successful bidder with the federal and State requirements that apply to projects funded in whole or in part by a Community Development Block Grant (CDBG). The conference will also include a discussion of project supervision, coordination with city or county officials, on-site inspections, progress schedules and reports, payrolls, payments to contractors, contract change orders, insurance, safety, and other issues pertinent to the project. The Contractor may be responsible for conducting this conference.
9. CONDITIONAL AGREEMENT. It is expressly understood by the parties hereto that this Contract supplement (Exhibit 3-G) is dependent and conditioned upon the receipt by the City of Polson of CDBG funds from the Department and that, in the event that said funds are not provided, the City of Polson and Contractor incurs no responsibilities or liabilities under this Contract, Supplement Exhibit 3-G.

10. TERMINATION OF CONTRACT. This Contract may only be terminated in whole or in part as follows:

(a) Termination due to loss of funding. The City of Polson may, at its sole discretion, terminate or reduce the scope of this Contract if available CDBG funding is eliminated or reduced for any reason. If a termination or modification is required, the City of Polson will, to the extent permitted by available CDBG funds, compensate the Contractor for eligible work elements the Contractor has completed and for approved, eligible, reasonable, and necessary expenses incurred by the Contractor as of the revised termination date. The City of Polson will give the Contractor written notice of the effective date of the modification or termination of this Contract and, if a reduction in funding is required, will provide the Contractor with a modified Project budget.

(b) Termination for cause.

(i) If the City of Polson determines that the Contractor has failed to comply with the terms and conditions of the Contract, the City of Polson may terminate this Contract in whole or in part at any time. The Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damages suffered by the City of Polson by reason of the Contractor's failure to comply with this Contract.

Any costs or expenses incurred by the Contractor from obligations arising during a suspension or after termination of this Contract are not allowable unless the City of Polson expressly authorizes them in the notice of suspension or termination or subsequently in writing thereafter. Other necessary and not reasonably avoidable Contractor costs incurred during suspension or after termination are allowable if:

- 1) They result from obligations properly incurred by the Contractor before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, non-cancellable; and
 - 2) The costs would be allowable if the Contract were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- (ii) Notwithstanding the above, the Contractor is not relieved of liability to the City of Polson for damages sustained by the City of Polson by virtue of any

breach of this Contract by the Contractor, and the City of Polson may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City of Polson from the Contractor is determined.

11. AVOIDANCE OF CONFLICT OF INTEREST. The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in the performing this Contract, it will employ no person who has any such interest. The Contractor will comply with the provisions of the applicable HUD regulations of 24 C.F.R. Parts 84, 85, and 570.611, and with sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, (as applicable) regarding the avoidance of conflict of interest.
12. DOCUMENTS INCORPORATED BY REFERENCE. The City of Polson application to the Department for CDBG funding, dated **March 3, 2015**, including any written modifications resulting from the review of the application by the Department, and all applicable federal, state, and local laws, rules, and regulations, are incorporated into this Contract by this reference and are binding upon the Contractor.
13. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the Contractor pursuant to this Contract are the property of the City of Polson, and the Department, which both have royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Contractor. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the City of Polson, and the Department.

To the extent the CDBG funds dispersed under this Contract will be used by any small business firm or non-profit organization, as defined in 37 C.F.R. 401.2, such firm(s) or organization(s) are subject to the standard patent rights clause set forth in its entirety in 37 C.F.R. 401.14 and specifically incorporated herein by this reference.

14. ACCESS TO AND RETENTION OF RECORDS. The Contractor agrees to provide the City of Polson the Department, HUD, Comptroller General of the United States, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of four (4)

years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Contractor's offices in Bozeman, Montana.

15. PROJECT MONITORING. The City of Polson the Department, or any of their authorized agents may monitor and inspect all phases and aspects of the Contractor's performance to determine compliance with the SCOPE OF ACTIVITIES, and other technical and administrative requirements of this Contract, including the adequacy of the Contractor's records and accounts. The City of Polson will advise the Contractor of any specific areas of concern and provide the Contractor opportunity to propose corrective actions acceptable to the City of Polson.
16. JURISDICTION AND VENUE. This Contract is governed by the laws of Montana. The parties agree that any litigation concerning the Contract must be brought in the First Judicial District in and for the County of Lake, State of Montana, and each party shall pay its own costs and attorney fees.

This Contract will be construed under and governed by the laws of the State of Montana.

17. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Polson and the State, their elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Contractor's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.
18. INSURANCE.
 - A. General Requirements. The Contractor shall maintain for the duration of this Agreement, at its cost and expense, primary liability insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the duties and obligations in this Contract by the Contractor, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
 - B. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City of Polson the Department, the State of Montana, and their elected or appointed officers, officials, employees, or

volunteers. The City of Polson's and the State's insurance coverage is excess to the Contractor's insurance coverage and shall not contribute with it.

- C. General Liability Insurance. The Contractor shall purchase and maintain Commercial General Liability (Occurrence coverage), to include bodily injury, personal injury, and property damage, with combined single limits of \$1,000,000 per occurrence and \$2,000,000 per aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, employees, representatives, assigns, or subcontractors. The City of Polson the State, the Department, and their officers, officials, employees, and volunteers are to be covered and listed as additional insured's for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.
- D. Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.
- E. (Not Used)
- F. General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana with a Best's rating of at least A-. All certificates and endorsements are to be received by the City of Polson prior to beginning any use, occupancy, operation, or management of the subject property under this Contract. The Contractor shall notify the City of Polson immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The City of Polson reserves the right to request complete copies of the Contractor's insurance policies at any time, including endorsements.

- 19. COMPLIANCE WITH NONDISCRIMINATION LAW. The Grantee must, in performance of work under the Contract, fully comply with all applicable federal, state, or local nondiscrimination laws, rules, and regulations, including but not limited to the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 109 of the Housing and

Community Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Executive Order 11246 of Sept. 24, 1965, and Section 504 of the Rehabilitation Act of 1973. Any contracting, subletting, or subcontracting by the Grantee subjects contractors, subcontractors, and subrecipient entities to the same provision. In accordance with Mont. Code Ann. § 49-3-207, the Grantee 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 the Contract.

20. CIVIL RIGHTS ACT OF 1964. The Contractor will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VII, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

21. COMPLIANCE WITH WORKERS' COMPENSATION ACT. Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the City of Polson under this Contract. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the City of Polson or the State of Montana. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and any renewal documents must be sent to the City of Polson.

22. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Contractor will comply with the following provision:

No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

23. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The Contractor will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower income project area residents. Further, the Contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.

24. MINORITY BUSINESS ENTERPRISE. Consistent with the provisions of Executive Order 11246, the Contractor will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the Contractor will document all affirmative steps taken to solicit minority businesses and will forward this documentation along with the names of the minority subcontractors and suppliers to the local government CDBG recipient upon request.
25. LEGAL FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
26. ELIGIBILITY. The Contractor certifies that the Contractor's firm and the firm's principals are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted contracts under Executive Order 12549, "Debarment and Suspension". (24 CFR 24.505)
27. DEBARMENT. The Contractor certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the City of Polson.

The Contractor certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

28. FORCE MAJEURE. Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

29. SEPARABILITY. A declaration by any court, or any other binding legal source, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.
30. NOTICE. All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons as identified herein either by first class mail or personal service.
31. REFERENCE TO CONTRACT. The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.
32. NO ARBITRATION. Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under this Contract.
33. NO WAIVER OF BREACH. No failure by the Department to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the Department to enforce each and all of the provisions hereof upon any further or other breach on the part of the Grantee.
34. INTEGRATION. The Contract contains the entire agreement between the parties, and no statements, promises, or inducements of any kind made by either party, or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the _____ day of _____.

CONTRACTOR:
DOWL_____

CITY/TOWN/COUNTY OF:
City of Polson, MT_____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

CITY OF POLSON

CITY COMMISSION AGENDA ITEM SUMMARY

Agenda Item Number: 8 (MOTION REQUESTED) Award Contract for Supply of SBR Wastewater Equipment

Meeting Date: November 16, 2015
Staff Contact: Mark Shrives/Tony Porrazzo

AGENDA ITEM SUMMARY: This agenda item requests City Commission approval and award of a contract for Supply of SBR Wastewater Equipment.

BACKGROUND: See attached letter from project engineer Kevin Johnson. As previously discussed this preselection of the equipment will allow the engineer to move forward with design of the project. We needed to identify the specific manufacturer in order to design to their type and specifications of equipment.

ANALYSIS: See attached letter from project engineer Kevin Johnson. **(Enclosure 1)**

FINANCIAL CONSIDERATIONS: Total cost for the SBR equipment is \$671,740.00

10% will be due upon execution of contract.

20% will be due upon approval of shop drawings by Project Engineer

Additional payments are not due until equipment is received, tested and accepted by the City and the General Contractor. Date to be determined

STAFF RECOMMENDATION: Staff recommends award of the contract to Fluidyne Corporation

SUGGESTED MOTION: *I move to award the SBR Equipment procurement contract to Fluidyne Corporation in an amount of \$671,740.00 and to authorize the City Manager to sign all required documents after Project Engineer review and City Attorney concurrence.*

ATTACHMENTS:

Enclosure 1 – Letter from Project Engineer Kevin Johnson



November 10, 2015

Mr. Tony Porrazzo
Water & Sewer Superintendent
City of Polson
106 First Street East
Polson, MT 59860

Subject: Water Resource Recovery Facility – SBR Equipment Procurement – Proposal
Scoring and Recommendation

Dear Mr. Porrazzo:

The purpose of this correspondence is to provide a summary of the equipment proposal evaluation and scoring for the Sequencing Batch Reactor (SBR) equipment for the new wastewater treatment facility.

Six proposals were received September 17, 2015. All were considered responsive bids having submitted the necessary forms and bid security. One of the six (6) bids was deemed non-responsible on account of not meeting the minimum qualification requirements of the bidding documents. A very limited review of this proposal was completed but it was not included in the scoring.

The five (5) responsible bidders included in the scoring included the following, along with the respective style of SBR equipment.

Diffused Aeration (True Batch) Systems:

- Aqua-Aerobics Systems (1)
- Alfa Laval, Ashbrook, Simon-Hartley (2)

Diffused Aeration (Continuous Flow Through) System:

- Xylem/Sanitaire (3)

Jet Aeration Systems:

- Evoqua (4)
- Fluidyne (5)

Initial Screening:

The intent of the initial screening was to reduce the field to two or three for more detailed review and reference checks. Between systems (1) and (2) above, system (2) was more expensive and did not offer the option of retractable diffusers. While otherwise very similar, this is a key distinction such that system (2) did not offer an advantage to overcome the higher cost of the system. Thus, system (2) was eliminated and system (1), Aqua-Aerobics was recommended for further review.

Between systems (4) and (5), there was a 40% higher cost reflected for the Evoqua (4) system. Further, a few features of the system were viewed as less advantageous from an operations and maintenance standpoint. Based upon the higher cost and lack of advantages that would overcome the major cost discrepancy, the Evoqua system (4) was eliminated from further consideration.

System (3) from Xylem/Sanitaire was the only continuous flow through system submitted. This system provides an alternative approach along with potential advantages and was recommended for further evaluation.

Final Evaluation:

On October 28, 2015, DOWL met with the City operations staff and went through each of these three (3) proposals in detail. For each of the three (3) systems recommended for further consideration the proposed equipment and respective operations and maintenance was discussed in detail along with the final scoring assignments. The respective equipment pros and cons are discussed in the following sections along with a general summary of the scoring categories among these top three (3) proposals.

For the scoring, each category was assigned a score from 1 to 5 with the ratio (i.e. 4/5) multiplied by the available points in the respective category to get to the total points. The points for the capital and O&M cost categories are similarly assigned but based upon the ratio to the lowest cost proposal in each category.

Wastewater Treatment System (SBR) Experience (20 points)

- Experience and Capabilities (5 points): For these top three manufacturers roughly 2,000 SBR installations are represented. Given the minimum number of reference installations was 400 installs from Fluidyne, a distinction among these manufacturers was not drawn and each system received the same number of points in this category.
- References (15 points): For the reference checks there was variable response to requests for response to the questionnaires. Overall the references proved very favorable across the reference installations. Only one system came with a few comments related to poorer support and responsiveness. Thus, this system received a slight reduction in the points assigned. Overall, the references were very positive for all three (3) systems.

Engineering and Operational Aspects (45 points):

- Quality and Completeness of Proposal (4.5 points): A significant volume of information was requested in the Request for Proposals (RFP) and each of the three (3) manufacturers provided the information needed for a complete evaluation. The only distinction noted was the organization of the Fluidyne proposal which was less conducive to the review and was more difficult to locate information and follow the biological process calculations. Thus, a slight distinction was assigned to this proposal.
- Calculations (4.5 points): The RFP was very specific in regards to the design criteria for the treatment process. Two (2) of the three (3) vendors took a different approach to the process design resulting in inadequacy in the resulting design to satisfy the stated criteria. Thus, revisions were required to the calculations, and the scoring of this category reflects this distinction.
- Mechanical Complexity, Quality, Reliability and Efficiency (22.5 points): For this category, each of the major process equipment items were compared relative to general operation, materials of construction, required maintenance, operator access, and projected reliability under all weather and operating conditions. A brief discussion of the differences is provided as follows:
 - o Influent Flow Control: Both the Fluidyne and Aqua-Aerobics systems utilize automated influent flow control valves to alternate incoming wastewater flow into one of the two treatment trains/tanks. The Xylem/Sanitaire system does not have automatic flow control valves, as flow is always entering both basins at the same time

unless a basin is taken out of service which this system offers as a key distinction and benefit as compared to the true “batch” systems. In terms of simplicity and less overall equipment, Xylem/Sanitaire offers a slight advantage in this area.

- Aeration System: Each of these three systems utilizes a different style of aeration system, each with different equipment access and O&M requirements. All utilize blowers to provide the oxygen to the biological treatment process.
 - Fluidyne utilizes a jet aeration system combined with a recirculation (motive) pump to both mix and aerate the system through a fixed, stainless steel diffusion header on the bottom of the process tanks. There are no replacement parts in the tank associated with the diffusion/mixing system. The header is periodically and manually backflushed with the same blowers and pump system to flush the header assembly in the tank. Entrance into the tank or removal of equipment from the tank is not necessary.
 - Aqua-Aerobics utilizes fine bubble diffusers mounted on retrievable grids. The diffusers can be pulled from the tank without entering the tank to allow periodic (5- 7 years) replacement of the fine bubble diffuser sleeves.
 - Xylem/Sanitaire utilizes fine bubble diffuser grids fixed to the floor of the biological process tanks. Similar to the Aqua-Aerobics system, the fine bubble diffusers have a useful life of approximately 7 years. For this system, one of the two treatment tanks/trains would have to be removed from service and drained to allow personnel to enter the tank to replace the diffuser membranes. Also, a diffuser cleaning system was proposed for interim cleaning of the diffuser membranes with a chlorine solution to extend the life of the membrane diffusers and potentially prolong the useful life of the membranes. The Xylem system is designed to enable removal of one of the tanks from service, as it is already receiving flow in both basins all the time versus the batch system. This feature further allows access for replacement of the diffuser membranes, such that retractable diffusers are essentially unnecessary.
 - Overall the Fluidyne, jet aeration system was favored in regards to the required operations and maintenance and longer term replacement costs associated with the fine bubble diffuser systems from Aqua-Aerobic and Xylem/Sanitaire. Further, the aeration system operating costs are similar, and the differences in energy cost are accounted for in the O&M cost scoring category.
- Mixing System: Each system uses different equipment to provide mixing in the biological treatment basins as follows:
 - Fluidyne utilizes a stainless steel air and water diffusion system fixed to the bottom of the tanks to provide mixing. The recirculation “motive” pumps circulate flow from within the basin and discharge through nozzles mounted on this header across the floor of the tank. The motive pumps run whenever mixing is needed and whenever aeration is required as part of the sequencing treatment process. The motive pumps are proposed to be inside the basin and submerged in the process water. Thus, effective and safe pump removal provisions are necessary for access to these pumps for normal maintenance, repair and/or replacement. The pumps would be mounted on slide rails with appropriate crane/hoist system to enable prompt removal when needed. Entrance into the tanks is not necessary for maintenance of this mixing

system. The stainless steel diffuser nozzles have no wear or replacement parts and may last several decades before replacement is warranted.

- Aqua-Aerobics utilizes a highly effective floating mixer assembly centered in the tank with cable moorings. The mixer includes a float assembly, motor and direct coupled mixer impeller. Access to the mixer for any maintenance or repair would include pulling the mixer to the side of the tank and probable removal with a crane to provide safe access for any significant work on this mixer. In some cases, minor maintenance tasks might be possible from the side of the tank but the mixer is generally still not readily or safely accessible in this location. The mixer is simply an on/off device with limited controls or electromechanical systems. Thus, there are few items to actually malfunction or have issues in cold weather.
 - Xylem/Sanitaire utilizes submersible propeller mixers on slide rails to provide the necessary mixing in the biological treatment basins. The mixers are mounted on slide rails and accessible from walkways for retrieval with a hand winch or hoist. As with the Aqua-Aerobics mixers there is not a lot of maintenance to complete on the mixers but in the case of the Xylem, submersible mixers the equipment is more readily accessible.
 - The aeration and mixing system from Fluidyne is basically a simpler process with less equipment and maintenance requirements as compared to the diffused aeration systems. The motive pump used for mixing is a familiar piece of equipment for the City staff, as it is essentially the same type of equipment in the City's existing 14 lift stations, just larger. Thus, fewer moving parts and less equipment to maintain resulted in favor towards the Fluidyne system in this category.
- Decanting System: Each of the three systems provide unique decanter designs for discharge of the treated effluent at the end of each of the settling periods within the biological treatment process cycles. Decanters may be either in a fixed position and attached to the wall of the tanks or the decanter may be floating on the water surface and raise and lower along with the water level. An automatic control valve may be incorporated to regulate when effluent can flow out through the decanter or the decanter may actually be lowered into the water during decant cycles. All decanters are designed to draw water from 12"-18" below the water surface to avoid pulling any floating scum or foam into the effluent discharge.
- The Fluidyne system uses a fixed decanter system. The decanter is always below the water level and not subject to freezing temperatures. Flow into the decanter is controlled with both automatic control valves and with an air pressure system that controls entry of water into the decanter. The decanter is not adjustable. However, the Fluidyne system operates cycles such that the tanks always reach the full water level so the decanter is always at the same distance below the maximum water level. The system includes the control valve and actuator, a flow meter to regulate the decant flow rate, and an air control valve to regulate the pressure over the decanter and control water entry into the decanter. There are no moving parts in the basins associated with the decanter.
 - The Aqua-Aerobics system uses a floating decanter mechanism. The decanter includes a float assembly, an electromechanical device to raise and lower a weir within the float assembly and allow water to enter the decanter, a flexible

connection pipe between the floating decanter and a tank wall, and an automated effluent control valve. With this system the basin does not always reach the maximum water level during each batch cycle. Thus, the decanter floats with the water level and decants a few feet of water from the basin regardless of how full the tank is. The decanter is not readily accessible and cannot be pulled to the side of the tank for access. Access for major maintenance can only be done via a boat or by removing the decanter from the basin with a crane. Freezing can be an issue if scum and foam freeze to the mechanical devices.

- The Xylem/Sanitaire system uses a mechanical decanter not normally submerged in the wastewater. When a decant cycle initiates, an electric motor and mechanical gear box lower the stainless steel decanter into the wastewater and withdraws the water from approximately 12"-18" below the water surface. Upon completion of the decant cycle the decanter is slowly raised back to the starting position out of the wastewater. The decanter motor and gear box are accessible from the walkway at the top of the tanks. Some potential for freezing exists as the decanter is pulled in and out of the water this may be of limited concern.
 - The fixed versus floating decanters and their respective advantages and disadvantages is a key debate among SBR manufacturers. Floating decanters have accessibility challenges while the fixed elevation decanters can limit operational flexibility in regards to the required high water depth in the tanks. The advantages of the floating decanters tend to offset with the lack of maintenance accessibility as compared to the fixed decanter. Thus, because of these offsets no specific overall advantage is assigned to any specific vendor for the decanting equipment and the other equipment considerations provide the basis for distinction in the scoring of this criterion.
- Operation and Process Control (13.5 points): Each system provides for unique operation and process control including flexibility to control cycle times, account for storm water flows, and provide process control based on strictly cycle times or based upon the solids retention time. Each includes non-proprietary hardware from Allen-Bradley for the PLC's and the operator interface terminals. The Aqua-Aerobics system includes an "Intellipro" control system enabling enhanced data trending and monitoring capability. Similarly, Xylem provides the "OSCAR" process performance optimizer for similar energy optimization and process control. While Fluidyne proposes similar PLC and OIT software and the same YSI instrumentation package, the proposal does not detail any specific control system advantages or trending capabilities. Thus, Aqua-Aerobics and Xylem were granted a small advantage in this category.

Scoring Worksheet:

Based upon this discussion, the attached scoring summary provides the scoring assignments. Before cost is considered the proposals are ranked from top to bottom as Fluidyne, Xylem then Aqua-Aerobics. With both capital cost and O&M cost included the scoring does not change, as Fluidyne was also the least capital cost proposal for the capital cost. Thus, the ranking does not change with the cost criteria included.

Based upon the fairly minor differences in the qualitative criteria and the resulting scoring it does not appear such a distinction or advantage could be perceived in the Aqua-Aerobics or Xylem proposals to change the scoring of these criteria and change the scoring outcome. Further, once costs are considered, the advantage is quite solidly in favor of the Fluidyne proposal. To this end we have contacted additional references for Fluidyne and further reviewed their calculations with

representatives of Fluidyne to further verify conformance with the RFP. We have found no reason to hesitate in recommending award of this project to Fluidyne.

If the City concurs with this recommendation the attached Notice of Award can be completed and forwarded to Fluidyne to start the process of entering into contract for supply of the associated equipment and enable direct coordination with Fluidyne throughout the design process.

Per the bidding and contract documents, 10% of the contract amount will be due upon execution of the contract. The City will issue a "Notice to Proceed – Shop Drawings" to direct the manufacturer to produce the detailed equipment drawings needed to incorporate into the final design. Upon approval of these drawings, a subsequent 20% payment will be due. Then the process with the manufacturer stops until a general contractor is awarded the overall construction project. The City will then issue a subsequent "Notice to Proceed – Fabrication and Delivery" to direct the manufacturer to fabricate the equipment and deliver to the project site. Coordination with the manufacturer for delivery, install, and startup will be delegated to the general contractor. Subsequent payments will be due upon delivery, installation, and final acceptance.

The proposal includes several bid alternatives we can further consider including the extended warranty, use of an alternative style of blower, and provision of some necessary electrical equipment associated with the blowers operated on variable frequency drives. At this time, we recommend award of the Base Bid, reserving these alternatives for further consideration as coordination with Fluidyne and the final design proceeds. We propose to provide subsequent recommendation regarding these bid alternatives once a manufacturer is actually selected. If the City elects to incorporate any of the bid alternatives, the contract with the manufacturer will be amended accordingly. These alternatives have had no bearing in the scoring to date.

Finally, once award is made and direct coordination can proceed with the manufacturer we can further discuss any other process enhancements or modifications that may be favorable for this project but could not readily be considered in a competitive comparison with other manufacturers.

Please let us know what questions you have regarding any part of this evaluation.

Sincerely,
DOWL



Kevin R. Johnson, P.E.
Project Manager

Attachment(s): Scoring Worksheet Summary
 Notice of Award

cc: File



Notice of Award

Date: _____

Project: City of Polson, MT, Water Resource Recovery Facility – SBR Equipment Procurement

Owner: City of Polson, MT

Owner's Contract No.:

Contract: SBR Equipment Procurements

Engineer's Project No.:

Bidder: Fluidyne Corporation

Bidder's Address: 5436 Nordic Drive; Ste. D; Cedar Falls, IA 50613

You are notified that your Bid dated September 17, 2015 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for:

- *Supply of SBR Wastewater Treatment Equipment – Base Bid*
- *Bid alternatives to be further considered.*

The Contract Price of your Contract is six-hundred, seventy-one thousand, seven-hundred, forty Dollars (\$671,740.00).

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [six] fully executed counterparts of the Contract Documents (Agreement Form EJCDC P-520).
2. Deliver with the executed Contract Documents [six] sets of the Contract security [Bonds] as specified in the Instructions to Bidders (Article 19), General Conditions (Paragraph 4.01) and insurance as specified in General Conditions (Paragraph 4.02).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 15 days after you comply with the above conditions, Owner will return to you two (2) fully executed counterparts of the Contract Documents.

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

Poison, MT - WRRF - Sequencing Batch Reactor Proposal Evaluation and Scoring

Points/ Weighting	Evaluation Criteria	Alfa Laval, Ashbrook		Evoqua		AquaAerobics		Xylem		Fluidyne	
		Score	Points	Score	Points	Score	Points	Score	Points	Score	Points
20	Wastewater Treatment System (SBR) Experience										
0.25	Experience & Capabilities	4	4	5	5	5	5	5	5	5	5
0.75	References	4.5	13.5	4.5	13.5	5	15	4.5	13.5	5	15
45	Engineering & Operational Aspects										
0.1	Quality & Completeness	4.5	4.05	4.5	4.05	5	4.5	5	4.5	4.5	4.05
0.1	Calculations	4	3.6	5	4.5	4	3.6	4	3.6	4.5	4.05
0.5	Mech. Complexity, Reliability & Efficiency	3.5	15.75	4	18	4	18	4	18	5	22.5

CITY OF POLSON

CITY COMMISSION AGENDA ITEM SUMMARY

Agenda Item Number: 9 (MOTION) Appointment to City/County Planning Board

Meeting Date: November 16, 2015

Staff Contact: Mark Shrives

AGENDA ITEM SUMMARY: Appointment of individual to City/County Planning Board

BACKGROUND: With the resignation of board member Dennis Devries, it was determined to advertise for this vacancy immediately as the current term for this position runs until December 31, 2016

In Accordance with the City Charter, the City Commission appoints members to Boards.

ANALYSIS: The City advertised this vacancy for two weeks and asked for applications to be submitted by November 6, 2015. One application of interest was received from Mr. Mark McGuyer. His application is attached as attachment 1.

FINANCIAL CONSIDERATIONS: None.

STAFF RECOMMENDATION: Appoint Mr. Mark McGuyer to fill the unexpired term of Dennis Devries. Term expires December 31, 2015

SUGGESTED MOTION: *I MOVE TO APPROVE THE FOLLOWING BOARD APPOINTMENTS. MR MARK MCGUYER TO A ONE YEAR TERM ON THE CITY/ COUNTY PLANNING BOARD. TERM TO EXPIRE DECEMBER 31, 2016.*

ATTACHMENT:
Application

CITY OF POLSON
Application for Board Vacancy
(PLEASE PRINT)

Name of Board You are applying for: City County Planning Board

Applicant Name: Mark McGuyer

Home Address: 63 Coffey Dr Polson, MT

Do You reside within the Polson City Limits? YES: NO:

How long have you lived in Polson? 3 yrs

Home Telephone: 406 558 8034 Work Telephone: 406 676 2000

Email: mmcguyer@valleybank.com

Occupation: Banker

Place of Employment: Valley Bank of Ronan

Why do you want to become a Board Member?

As a citizen of Polson, I am very interested in the town's growth and future

How do you feel you will best contribute as a Board Member?

I have 30+ years in banking. I am organized and used to working with people

Signature of Applicant: Mark McGuyer Date: Oct 26, 2015

Information on this application is public information. The information provided herein is true and complete. A false or misleading statement may be cause for elimination from consideration.

RECEIVED
OCT 29 2015

BY: Boeth Yon
put on my desk by?