

CITY OF BILLINGS

CITY OF BILLINGS VISION STATEMENT:

**“THE MAGIC CITY – A VIBRANT, WELCOMING PLACE WHERE
PEOPLE FLOURISH AND BUSINESS THRIVES.”**

AGENDA

COUNCIL CHAMBERS

November 9, 2009

6:30 P.M.

CALL TO ORDER – Mayor Tussing

ELECTION OF DEPUTY MAYOR

PLEDGE OF ALLEGIANCE – Mayor Tussing

INVOCATION – Councilmember Mark Astle

ROLL CALL

MINUTES: October 26, 2009

COURTESIES

PROCLAMATIONS - National Adoption Month, November 2009

ADMINISTRATOR REPORTS - TINA VOLEK

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: 1 and 3 ONLY.

Speaker sign-in required. (Comments offered here are limited to **1 minute** per speaker.

Please sign up on the clipboard located at the podium. Comment on items listed as public hearing items will be heard **ONLY** during the designated public hearing time for each respective item.)

(NOTE: For Items not on this agenda, public comment will be taken at the end of the agenda. Please sign up on the clipboard located at the back of the room.)

1. CONSENT AGENDA

A. Bid Awards:

1. Purchase of new Landfill Track-Type Tractor (Dozer) for the Solid Waste Division.
(Opened 10/27/09) Recommend Tractor & Equipment Company; \$497,816.

2. Purchase of Calcium Chloride Liquid for use in ice and snow removal-Street/Traffic Division. (Opened 10/27/09). Recommend Brenntag Pacific, Inc.; \$0.83 per gallon, for one year with option to purchase calcium chloride liquid for years two and three on mutual consent of the City and Supplier.

B. Contract for Professional Services with HDR Engineering, Inc. to provide engineering design for W.O. 09-15, Grand Avenue from Zimmerman Trail to Shiloh Road, an amount not to exceed \$204,669.

- C. Change Order #5, W.O. 08-01, 2008-2009 Water and Sanitary Sewer Replacement Project;** COP Construction; \$104,803.26.
- D. Amendment #8, W.O. 04-12, Alkali Creek Road Improvements,** Professional Services Contract, Kadrmass, Lee and Jackson, Inc.; not to exceed \$94,500.
- E. Approval** of annual Data Processing Agreement with Yellowstone County Sheriff's Department, July 1, 2009 - June 30, 2010; \$99,939 annual revenue.
- F. Acknowledge receipt of petition to vacate** the alley located in Block 141, Billings Old Town, bounded by 1st Avenue South, 2nd Avenue South, South 26th Street, and South 27th Street; Riverstone Health, petitioner; and setting a public hearing date of December 14, 2009.
- G. Storm drain easements** (Briarwood Subdivision area) with Shirley Lambert, Gerald A. Neumann, and Richard A. Robbins or Cinda L. Robbins for W.O. 08-20, Miscellaneous Storm Drain Trouble Spots.
- H. Acceptance** of Substance Abuse and Mental Health Services Administration Grant (3-year) - total \$883,083; Montana Board of Crime Control Justice Assistance Grant (1-year) - \$53,400; Billings Adult Misdemeanor DUI Grant (1-year) -\$205,000; Drug Court State Funds (1-year) - \$82,828; and Federal Congressional Earmark (1-year) - \$52,000.
- I. Subordination of Downtown Revolving Loan** to Beartooth Bank for Anderson Management Group Building (formerly Hospitality Concepts) to include an additional \$5,314.50 in loan fees, for a total of \$357,314.50. (City Council previously approved original subordination on 10/13/09 in the amount of \$352,000.)
- J. Declaring Surplus Property** and authorizing the Police Department to transfer two Streethawk lightbars with controllers and red lenses to the Lewis-Clark State College in Lewistown, ID.
- K. Resolution approving expenditure** of monies related to the 2010 Wastewater Replacement Project prior to the availability of funds from bond sale proceeds and **reimbursement** of the monies after the bonds are sold.
- L. Downtown Signal Improvements**
- 1. Resolution** amending Resolution Nos. 07-18636, 08-18680, and 08-18744 designating the remaining Downtown Tax Increment District account balance to the downtown street light and traffic signal project, establishing a completion date of 12/31/2010.
 - 2. Resolution** allowing a Design-Build Contract for W.O. 09-25, Downtown Signal Improvements.
- M. Resolution** creating an Ad-Hoc Advisory Committee on Distracted Driving Prevention.

- N. Second/final reading ordinance for Zone Change #850:** A text amendment to the Unified Zoning Regulations, regulating the location of Sexually-Oriented Businesses within the City of Billings; amending Sections 27-201 and 27-611 BMCC to include a definition of 'Adult Cabaret' and regulating the location of an 'Adult Cabaret'.
- O. Second/final reading ordinance for Zone Change #853:** Text amendments to sections of the Billings, Montana City Code (BMCC); including Section 27-604 related to fences, Section 27-615 related to clear vision areas, Section 27-618 illustrations of clear vision areas, and deletion of Sections 22-441 through 22-448, redundancies related to clear vision areas in the chapter on streets and sidewalks.
- P. Second/final reading ordinance for Zone Change #858:** A zone change from Residential 6000 and Residential 9600 to Controlled Industrial on a 4.87-acre parcel of land described as Certificate of Survey 473 and the south 132 feet of Lot 4 in the SW1/4 of Section 9, Township 1S, Range 26E, and generally located at 415 and 431 South Billings Boulevard. Ralph Hanser, applicant.
- Q. Final Plat** of Kuhlman Subdivision, Amended Lot 6.
- R. Final Plat** of Blaesius Subdivision, 1st Filing, Amended Lots 3A & 4A.
- S. Bills and Payroll:**
 - 1. October 9, 2009
 - 2. October 19, 2009

REGULAR AGENDA:

- 2. PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE.** An interim zoning ordinance creating Section 27-624 - Medical Marijuana Businesses and amending Section 27-306 and Section 27-201 as an interim zoning regulation to be effective for a period not to exceed six months. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 3. Recommendation to the Policy Coordinating Committee (PCC) providing guidance for the future progress of the Billings North Bypass Project.** Staff recommends making a recommendation to the PCC to move forward with the Billings North Bypass Project in phases by completing the current Environmental Impact Statement and fiscally constraining the project through a series of construction and funding phases from I-90/94 to Highway 3. (**Action:** approval or disapproval of staff recommendation.)
- 4. PUBLIC COMMENT** on Non-Agenda Items -- Speaker Sign-in required. (*Restricted to ONLY items not on this printed agenda; comments limited to 3 minutes per speaker. Please sign up on the clipboard located at the back of the Council Chambers.*)

COUNCIL INITIATIVES

ADJOURN

Additional information on any of these items is available in the City Clerk's Office.

Reasonable accommodations will be made to enable individuals with disabilities to attend this meeting. Please notify Cari Martin, City Clerk, at 657-8210.

Date: 11/09/2009

TITLE: Approval of Award to Purchase Landfill Track-Type Tractor (Dozer)/Sale of Used Dozer

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Replacement of the existing Unit #0227, Landfill Track-Type Tractor (Dozer) was approved in the FY2010 budget under the guidelines of the Equipment Replacement Plan (ERP). A supplemental budget request was also approved to upgrade this current 55,000 pound dozer to an 83,000 pound dozer, which is the next larger size. Specifications were developed by Solid Waste Division staff and distributed to eight vendors. A call for sealed bids was published October 15th and 22nd, with bids opened October 27, 2009. The bid was structured to allow the city to trade the used dozer in on purchase of the new machine or sell the used dozer separately.

ALTERNATIVES ANALYZED

The Council may:

- Award the bid as recommended; or
- Not award the bid.

FINANCIAL IMPACT

The Solid Waste Division's FY2010 budget includes adequate funds to replace the current Landfill Track-Type Tractor (Dozer). We received three bids as follows:

BIDDER	<u>Tractor & Equipment Co</u>	<u>RDO Equipment Co</u>	<u>Marcel Equipment</u>
<u>Provide New Unit</u>			
Base Bid	\$562,316	\$625,450	No Bid
Trade Credit	(64,500)	(83,650)	-
Net Bid	\$497,816	\$541,800	-
<u>Purchase Used Unit #0227</u>	\$64,500	No Bid	\$61,266

It is recommended that the used dozer Unit #0227 be traded in toward purchase of the new machine from the low bidder, Tractor & Equipment Company.

RECOMMENDATION

Staff Recommends that Council award the contract for purchase of a new Landfill Track-Type Tractor (Dozer) for the Solid Waste Division to Tractor & Equipment Co. in the amount of \$497,816, which includes the trade of used Dozer Unit #0227.

APPROVED BY CITY ADMINISTRATOR

Date: 11/09/2009

TITLE: Deicer/Anti-icer, Calcium Chloride Liquid

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The Public Works Department uses calcium chloride on city streets and roads during the winter months as an aid in ice and snow removal. On average, the Street/Traffic division will use between 160,000 and 180,000 gallons of this liquid for this work for the snow and ice season. The Public Works Department advertised for bids in the Billings Times and the City internet for two weeks. Bids were opened for the calcium chloride liquid on October 27, 2009.

ALTERNATIVES ANALYZED

The Council may:

- Approve the award for the purchase of the calcium chloride liquid; or
- Decline to approve the award for the purchase of the calcium chloride liquid.

FINANCIAL IMPACT

The cost for the calcium chloride liquid will be funded through the Public Works Department, Street/Traffic Division operation and maintenance accounts. Bids were received on October 27, 2009. One supplier responded to the request for bid and the bidding result is as follows:

Brenntag Pacific Inc.	\$0.83 per Gallon	Year 1
	\$0.83 per Gallon	Year 2
	\$0.83 per Gallon	Year 3

RECOMMENDATION

Staff recommends that Council approve the award for the purchase of calcium chloride liquid for \$0.83 per gallon from Brenntag Pacific Inc. for 1 year with the option of purchasing the calcium chloride liquid for years two and three based on mutual consent of the city and the supplier.

APPROVED BY CITY ADMINISTRATOR

Date: 11/09/2009

TITLE: WO 09-15 Grand Avenue - Zimmerman Trail to Shiloh Road - Contract for Professional Services Contract

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Mayor and Council are asked to consider authorizing and executing a Contract for Professional Services with HDR Engineering, Inc., to provide engineering design for W.O. 09-15, Grand Avenue - Zimmerman Trail to Shiloh Road. The purpose of this project is to design Grand Avenue to a five-lane section from Zimmerman Trail to Shiloh Road to match the other sections of Grand Avenue at Shiloh Road and east of Zimmerman Trail. The engineer will evaluate access control including a potential signal at 38th and Grand, storm drain options, and the value of sodium vs LED lighting. The design will be utilized with future development along the corridor or gives the city the option to construct Grand Avenue prior to development within the area. HDR Engineering, Inc. was selected for this work based on City staff review of project proposals submitted by overqualified firms. Other firms considered were HDR, DOWL HKM, Morrison-Maierle, and Kadrmas Lee and Jackson.

ALTERNATIVES ANALYZED

Council may:

- Approve the Engineering Contract with HDR Engineering, Inc.; or
- Not approve the Engineering Contract with HDR Engineering, Inc.

FINANCIAL IMPACT

Funding for the design of WO 09-15 Grand Avenue has been approved in the CIP projects (FY'10 \$350,000). Arterial Street Funds will be utilized for this project.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to sign a contract for professional services with HDR Engineering, Inc. for W.O. 09-15, Grand Avenue in the amount not to exceed \$204,669.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [WO 09-15 Contract for Professional Services](#)

Contract for Professional Architectural and Engineering Services
Project Work Order 09-15 Grand Avenue – Zimmerman Trail to Shiloh Road

In consideration of the mutual promises herein, City of Billings and HDR Engineering, Inc. agree as follows. This Contract consists of:

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 13 pages (Basic Services of Contractor);
- Appendix B consisting of 1page (Methods and Times of Payment);
- Appendix C consisting of 1page (Additional Services of Contractor);
- Appendix D consisting of 1page (Schedule of Professional Fees);
- Appendix E consisting of 1page (Project Schedule);
- Appendix F consisting of 1page (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means HDR Engineering, Inc.

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on January 1, 2011.

Section 4. Compensation; Method of Payment.

- A. Subject to the Consultant's satisfactory performance, Billings shall pay the Consultant no more than Two Hundred and Four Thousand Six Hundred and Sixty-Nine DOLLARS (\$204,669.00) in accordance with this Section.
- B. Billings shall pay the Consultant in accordance with the progress payment schedule attached hereto as Appendix B and incorporated herein by reference.
- C. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.

Section 5. Termination of the Contractor's Services.

The Contractor's services under Section 2 of this Part may be terminated:

- A. By mutual consent of the parties.
- B. For the convenience of Billings, provided that Billings notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

Section 6. Duties Upon Termination

- A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation

allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.

- B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.
- C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
- D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.
- F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
- G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor shall provide the following insurance:
 - 1. Workers' compensation and employer's liability coverage as required by Montana law.
 - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
 - 3. Commercial automobile liability -- \$500,000 per accident.
 - 4. Professional liability in the amount of \$1,500,000 per claim.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this Contract shall give Billings the right immediately to terminate this Contract without any liability for Work performed.

Section 9. Ownership; Publication, Reproduction and Use of Material.

- A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.
- C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract shall be either sent via facsimile (FAX), e-mail, or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: City Engineer (Debi Meling, PE)
City of Billings
Public Works/Engineering
2224 Montana Avenue
Billings, Montana 59101

FAX: (406) 237-6291

Contractor: Geoffrey T. Parkins, PE
HDR Engineering, Inc.
2913 Millennium Circle
Billings, MT 59102-7444

FAX: (406) 652-2758

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract, the Contractor shall not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:
 - 1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
 - 2. Strikes or Work stoppages.
 - 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
 - 4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Contract property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and

H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon Billings for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.
- B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
- C. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

PART II GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent Contractor of Billings. Billings may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. Billings shall not supervise or direct the Contractor other than as provided in this Section.

Section 2. Nondiscrimination.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
- E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

- A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: Geoffrey T. Parkins, William E Barnhart II, or Authorized Signatory
(Project Manager, Vice President)

Billings: City Council or Authorized Designee

- C. Any attempt to amend, modify, or change this Contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action rising from this Contract shall be brought in the District Court for the Thirteenth Judicial District of the State of Montana, Billings. The law of the State of Montana shall govern the rights and obligations of the parties under this Contract.

Section 7. Severability.

Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

Section 8. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

The Contractor shall indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.

- A. The Contractor shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Contractor, the Contractor shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Contractor's or any subcontractor's wrongful or negligent acts occurring as a result from the Contractor's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Billings, in such form and at such times as Billings may reasonably require. The Contractor shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Contractor to submit its records to Billings in lieu of the retention requirements of this Section.

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below.

City of Billings

Contractor

City Council or Designee

Date: _____

Name: William E Barnhart II

Title: Vice President

Date: _____

ATTEST:

IRS Tax ID # 47-0680568

Cari Martin
City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)
):ss.
COUNTY OF YELLOWSTONE)

On this ____ day of _____, 2009, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: _____

Note: **Final contract documents will require the Contractor's signature to be notarized.**

Appendix A

Basic Services of Consultant

Section 1. Consultant's Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Consultant's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.
- B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.
- C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Consultant shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.
- D. Consultant's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.
- E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.
- F. The Consultant shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.
- G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.
- H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.
- I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Consultant. Reports will be submitted in a timely manner to permit prompt resolution of problems.

- J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the Contractor. A signed Consultant's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.
- K. Name a Task Director who shall be the liaison between Billings and the Consultant. For this project the Task Director designated for the Consultant is Geoffrey Parkins.

Section 2. Billings Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.
- B. Name a Task Director who shall be the liaison between the Consultant and Billings. For this project, the Task Director designated is Debi Meling, PE, City Engineer.

Section 3. Scope of Work.

I. Introduction

During the term of this AGREEMENT, HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Billings (CITY) in association with the W.O. 09-15 Grand Avenue – Zimmerman to Shiloh Improvement project. This document shall be used to plan, conduct, and complete the work on the project.

The work under this AGREEMENT consists of developing final plans and quantities for W.O. 09-15. The work also includes all preliminary field work, investigations, and design work required to develop the final plans. The work to be completed under this AGREEMENT is more fully described as follows, and the scope of services and budget developed for this AGREEMENT are based on the project RFP and subsequent discussion between the CITY and CONSULTANT.

II. General Project Information

W.O. 09-15 Grand Avenue – Zimmerman to Shiloh

The CITY proposes to design a five-lane section for Grand Avenue from Zimmerman Trail to Shiloh Road. Grand Avenue is classified by the City as a principal arterial street. The roadway is currently comprised of two westbound lanes; one eastbound lane, and left turn pockets and segments of raised median between Shiloh Road and Yellowstone Valley Memorial Park. The roadway then transitions to one lane in each direction between Yellowstone Valley Memorial Park and Zimmerman Trail. East of Zimmerman Trail the roadway again transitions from one lane in each direction to two westbound lanes; one eastbound lane, and left turn pockets. The current proposal is to design improvements to Grand Avenue in anticipation of continued commercial development along the road, while planning for access control along the corridor. It is anticipated that the improvements will be constructed in phases by commercial developers under private contracts as development occurs along the corridor.

During the term of this AGREEMENT, HDR Engineering, Inc. (CONSULTANT) together with Morrison-Maierle, Inc. (SUBCONSULTANT), and Terracon Consultants, Inc. (SUBCONSULTANT) shall perform professional services for the CITY in connection with the W.O. 09-15 project. Currently planned work items include:

- Traffic engineering investigations
- Public outreach
- Surveying
- Geophysical investigation and geotechnical engineering
- Plans preparation

Detailed scopes of services for Morrison-Maierle and Terracon are included as attachments to this document.

The CONSULTANT will perform the work tasks identified in Section IV of this document. The work authorized is limited to this AGREEMENT. Work on subsequent phases may be authorized by supplement to this AGREEMENT, after negotiation of scope and budget.

III. Design Criteria

The CITY will designate the basic premises and criteria for plan development. Contract documents and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following publications as of the date of the signing of this AGREEMENT of the following documents. Modification of plans required due to changes in design standards or requirements after work has begun may result in Extra Work.

Measurements will be in English units.

- Design Standard: City of Billings/Montana Public Works Standard Specifications (MPWSS)
- Horizontal Datum: NAD 83 (99) Montana State Plane coordinates (GPS survey)
- Vertical Datum: NAVD 88 (GPS survey)

Design Standards Publications:

- City of Billings Standard Modifications to the MPWSS, 5th Edition, dated March 1, 2006
- City of Billings Stormwater Management Manual, 6th Ed., February 2003
- City of Billings Design Standards for Bikeways & Trails – May 2004
- MPWSS, 5th Ed., March 2003
- AASHTO Policy on Geometric Design of Highways and Streets (“Green Book”), 2004
- AASHTO Guide for the Development of Bicycle Facilities, 1999
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, July 2004
- Manual of Uniform Traffic Control Devices (MUTCD), 2003 Edition
- Highway Capacity Manual 2000
- Montana Department of Transportation Traffic Engineering Manual

IV. Detailed Scope of Services

TASK SERIES 100 – ADMINISTRATION

The purpose of this task series is to provide overall direction and control for the project. The CONSULTANT's project manager shall be responsible for administering the communication plan, including creation and updates of the project schedule, implementation of quality control measures, project reporting, project documentation, and overall performance of the project. Activities include the following:

Task 101 – Project Management

The CONSULTANT shall administer the project and coordinate with the City of Billings to facilitate efficient progress and timely completion. Elements of work for this task include:

- Develop HDR project guide and QA/QC plan
- Manage project activities, subconsultant agreements, and project budget and schedule
- Perform management and business reviews
- Prepare and submit monthly invoice and progress report to CITY project manager.

Task 102 – Meetings

The CONSULTANT project manager, in addition to attending specific meetings as described in other tasks, shall attend the following meetings:

<u>Meetings</u>	<u>Purpose/Frequency</u>	<u>Preparation/Documentation</u>
CITY and CONSULTANT team Project Kickoff Meeting	Initial meeting to discuss project goals/ expectations and determine strategy and data needs for all team members.	Summarize action items, strategies, and decisions made.
Plan Review meetings	To discuss CITY review of 60% and 90% plan submittals (Assumes two, four-hour meetings)	Summarize decisions made, and assign tasks/action items.
CONSULTANT internal team meetings	Coordinate team's progress/effort, status of deliverables (Assumes three, one-hour meetings)	Summarize decisions made, and assign tasks/action items.

Assumptions: The CONSULTANT assumes two staff will attend the Project Kickoff meeting. Also, representatives from the SUBCONSULTANTS will attend this meeting.

Plan review meetings are assumed to be held at the City of Billings Public Works offices and will be attended by two members of the CONSULTANT staff.

Task 103 – Public Involvement

The CONSULTANT shall assist the CITY with stakeholder outreach by attending meetings with the individual landowners adjoining the Grand – Zimmerman to Shiloh project area. The intent of these meetings will be to gain information from the landowners regarding the potential for or planned development of their parcels.

Assumptions: The CONSULTANT assumes that one (1) CONSULTANT staff member will attend two (2) meetings with each of the four identified landowners (Yegen, Cardwell Ranch, Michelotti, and Zimmerman). It is assumed that the meetings will take place during the surveying phase and after the 60% design submittal.

Task Series 100 Deliverables

- Monthly Progress Reports/Invoices
- Project and public outreach meeting minutes

TASK SERIES 200 – SURVEYS

The purpose of this task series is to perform the initial fieldwork and acquire the information necessary to complete the design-related work for these projects. Activities include the following:

- Surveying. These services will be provided by Morrison-Maierle, Inc., as a SUBCONSULTANT to the CONSULTANT. A detailed scope of services is attached to this document; and
- Geotechnical investigations and analyses. These services will be provided by Terracon Consultants, Inc., as a SUBCONSULTANT to the CONSULTANT. A detailed scope of services is attached to this document.

TASK SERIES 300 – PRELIMINARY DESIGN

The purpose of this task series is to perform the required traffic engineering activities for these projects and develop preliminary construction plans. Activities include the following:

Task 301 – Illumination Analysis

The CONSULTANT shall conduct an illumination analysis to determine the type of illumination to be designed for the Grand Avenue – Zimmerman to Shiloh project. Under this task the CONSULTANT shall evaluate three types of illumination (High-Pressure Sodium, Light Emitting Diodes, and Induction), and this evaluation shall consist of an analysis using AGI32 software and then developing life-cycle costs for each illumination type. The CONSULTANT shall prepare a technical memorandum presenting the results of the analysis and a recommendation on which illumination type to use on this project.

Task 302 – Signal Warrant Analyses

The CONSULTANT shall perform a traffic signal warrant analysis for the Grand and 38th intersection. The warrant analysis will use forecasted traffic volumes for the opening year and five years after the opening year. The CITY and the CONSULTANT will work together to reach agreement on the approach methodology that will be used for the study in order to ensure the final products of the study meet the needs of the City and stakeholders.

Assumptions:

- The CITY will provide 48-hour tube counts for all approaches of the Grand and 38th intersection. The count data will include vehicle classifications for each intersection approach leg.
- The CONSULTANT will perform turning movement counts for both the AM and PM peak periods for the Grand and 38th intersection.
- Three out of eight MUTCD warrant standards shall be used in the analysis. The three warrant standards are:
 - 1A Eight-Hour Vehicular Volume: Condition A – Minimum Vehicular Volume
 - 1B Eight-Hour Vehicular Volume: Condition B – Interruption of Conditions

- Four-Hour Vehicular Volume
- Peak Hour
- MUTCD's Crash Experience warrant will only be used if the CITY has 3 years of crash data at these intersections. The CITY may request the CONSULTANT to conduct a Crash Experience warrant analysis at an additional cost.
- The HCS+ Warrants software will be used for checking warrants 1A, 1B, 2, and 3.

Task 303 – Access Management Plan

The CONSULTANT shall work with the CITY to develop an access management plan for Grand Avenue. The plan will include recommendations for median openings, distances between major intersections, and design features to accommodate potential u-turn movements. The CONSULTANT shall prepare a technical memorandum for the access management plan.

Task 304 – 60% Design Plans Development

The CONSULTANT shall develop separate 60% preliminary design level plans, which will include:

- Roadway improvements for Grand Avenue from the new Grand and Shiloh roundabout to the Grand and Zimmerman Trail intersection;
- Development of a 10-foot multi-use path along Grand Avenue;
- Traffic signal design for the Grand and 38th intersection, if warranted;
- Street illumination design along Grand Avenue;
- Preparing a Stormwater Management Report and roadway storm drainage design;

Assumptions:

- Assume actuated signal design for any signalized intersections. Assume time-based coordination if coordination is justified. Yellow and all red intervals will be calculated using ITE formulas.
- Landscaping design is not included in this project.
- The CITY will provide design vehicle information.

Task 305 – 60% QA/QC Review

The CONSULTANT shall conduct an internal quality control review on all deliverables for the Preliminary Design. Review comments will be incorporated prior to submittal to the CITY.

Task Series 300 Deliverables

- Illumination analysis technical memorandum
- Access Management Plan technical memorandum
- Signal Warrant Analyses results
- 60% Design Level Plans and Construction Cost Estimate
- Stormwater Management Report

TASK SERIES 400 – FINAL DESIGN

The purpose of this task series is to finalize the project design and prepare construction-ready plans, specifications, and estimates. Activities include the following:

Task 401 – 90% Plans

The 90% Plans submittal will incorporate all CITY comments from the 60% design review. Enough information will be provided on these plans for the CITY to complete a comprehensive review of the project. Preparation of Contract Specification is not included.

Task 402 – 90% QA/QC

The CONSULTANT shall conduct an internal quality control review on all deliverables for the 90% Plans. Review comments will be incorporated prior to submittal to the CITY.

Task 403 – 100% Plans

The 100% Plan submittal will incorporate all CITY comments from the 90% design review. This task will produce a final plans package. Preparation of Contract Specification is not included.

Task 404 – 100% QA/QC

The CONSULTANT shall conduct a final internal quality control review on all deliverables for the 100% Plans. Review comments will be incorporated prior to final submittal to the CITY.

Task 405 – Design Package Preparation

The CONSULTANT shall prepare up to three packages containing projected quantities for construction phases to be completed by commercial developers under private construction contracts.

Task Series 400 Deliverables

- 90% Plans package
- 100% Plans package
- Phased Construction Quantities

TASK SERIES 500 – BID PHASE

There are no tasks in this scope of work for construction engineering. Bid Phase services may be discussed at a later date with the CITY and added as supplemental work as necessary.

TASK SERIES 600 – CONSTRUCTION ENGINEERING

There are no tasks in this scope of work for construction engineering. Construction services may be discussed at a later date with the CITY and added as supplemental work as necessary.

Morrison-Maierle, Inc.

Scope of Services for Survey work Grand Ave Design Survey:

Meetings and Coordination:

Includes Scoping, cost estimate, meetings for Coordination of project.

Field:

Horizontal and Vertical control:

NAD 83 (99) Montana State Plane coordinates International feet conversion, NAVD 88 vertical datum. Tie into the MDT control traverse along The Shiloh Road Corridor for continuity. Extend control to project site and space control points to accurately collect data for the topographic and land line survey. Anticipate a RTK GPS Survey for Horizontal Position of control points. The Vertical component will be established by differential leveling through the control points.

Property Controlling Corner Survey:

Research Plats, Certified corner records, field search and tie property controlling corners and property corners if found. Section and ¼ Section corners in Grand Ave.

One Call utility Locates:

Contact one call center and describe project limits for utility locates. Meet with the field locator onsite. Locate the horizontal position of all utilities as marked on the ground.

Surface Topo:

Utilize Total Station (Robotic or conventional) and GPS to collect field data of the design corridor, approximately 60 feet each side of the section line. Field locate all physical features that may be affected by the design and future ROW taking for this project.

Ditch Topo Details:

Currently the south side of the project is irrigated with a ditch parallel to Grand Ave. The North side has a ditch in front of the old Zimmerman residence. Ditch details will be included if they fall within the Topo corridor and if outside the corridor enough profile of the bottom of the ditch as it enters or exits the corridor.

Office

Control diagram:

Draft Control diagram and descriptions for plan sheet.

Land line drafting:

Calculate position of land lines from record drawings and coordinates of field tied property controlling corners. Bring into surface topo ground model.

Data Processing of Field survey:

Process field topo shots to show 3D break lines and spot elevations in ACAD format. Data will be passed to HDR to develop Ground model by InRoads software.

Pick up Surveys:

The details of Grand Ave. Roundabout will be picked up after Construction is completed. During the course of design additional scope creep or demands of the design require additional information to be picked up or surveyed. This item is difficult to quantify but always happens therefore a token time element is estimated for this line item.

If scope changes dramatically then additional scope and cost estimates will be prepared before continuing to work on the project.

Morrison-Maierle, Inc.
 Grand Ave Design Survey
 Zimmerman trail to Grand Ave

TASK DESCRIPTION	SURVEY MGR	2/MAN CREW	PLS	PLS1	CAD TECH	INST TECH
	\$119.18	\$161.51	\$92.08	\$75.61	\$81.70	\$70

Establish Control		16				
Research properties					8	
Topo Surface		16	32			
Locate property boundaries			8		8	
utility one call			2			
Locate utility marks			12			
Reference Section Corners if any			5			
Control diagram					8	
Groundmodel Drafting					24	
Pick up surveys			16		8	
QA and QC	8					

TRAVEL
 MOBILIZATION

							MAN HRS
TOTAL LABOR HOURS	8	32	75	0	56	0	203
TOTAL LABOR COST	953.44	5168.32	6906	0	4575.2	0	\$17,603

DIRECT COSTS

PER DIEM	0 DAYS	\$30.00	DAY	\$0
MOTEL	0 DAYS	\$120.00	DAY	\$0
1 SUPPLIES	0 UNITS	\$10	UNIT	\$0
1 TRUCK ROUND TRIP	0 MILES	\$0.67	MILE	\$0
1 TRUCK	8 DAYS	\$32.00	DAY	\$256
1 TECHNOLOGY CHARGE	203 HRS	\$4.00	HR	\$812
ATV	DAYS	\$25.00	DAY	\$0
TRAVEL ALLOWANCE	MILES	\$0.70	MILE	\$0
1 GPS	2 DAYS	\$280.00	DAY	\$560
1 TOTAL STATION	6 DAYS	\$55.00	DAY	\$330
				\$1,958

TOTAL PROJECT EST. \$19,561



August 10, 2009

Mr. Geoff Parkins, P.E.
HDR Engineering, Inc.
2313 Millennium Circle
Billings, Montana 59102

**Re: Proposal for Geotechnical Services
Grand Avenue Widening & Reconstruction
Shiloh Road to Zimmerman Trail
Billings, Montana
Terracon Proposal No. D2609183**

Dear Mr. Parkins:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to perform a geotechnical exploration for the above-referenced project. This proposal outlines our understanding of the scope of services to be performed by Terracon for this project and provides the fee for our services.

A. PROJECT INFORMATION

Based on the information provided, the proposed project consists of widening and reconstruction of approximately 0.8 miles of Grand Avenue from Shiloh Road to Zimmerman Trail in Billings, Montana. We anticipated construction to also include new curb and gutter along with new storm drain. At this time, traffic information has not been provided.

B. SCOPE OF SERVICES

The purpose of the geotechnical engineering services will be to better evaluate the subsurface soil and groundwater conditions and to determine geotechnical design criteria for the design and development of the proposed reconstruction of Grand Avenue. The services to be provided by Terracon are stated in the following paragraphs.

Field Program – We propose a total of seven (7) Standard Penetration Test (SPT) soil borings be drilled for the proposed project. The borings will be drilled at approximate intervals of 750 feet in alternating lanes to depths of approximately 10 to 15 feet below existing grades.

Due to the volume of daily traffic on this road, traffic control in accordance with MDT *Guidelines for Work Zone Safety* will be required and will consist of lane closure using flaggers and channelizing devices.



Terracon Consultants, Inc. 2110 Overland Avenue, Suite 124 Billings, Montana 59102

P [406] 656 3072 F [406] 656 3578 terracon.com

Geotechnical



Environmental



Construction Materials



Facilities

During drilling, samples will be collected at appropriate intervals for the project requirements and subsurface conditions encountered. Once the samples have been collected and classified in the field, they will be prepared and placed in appropriate sample containers for transport to our laboratory. Once drilling is complete, the bore holes will be backfilled with the auger cuttings and patched with asphalt patch.

Our fee is based on the site being accessible, weather permitting, to a standard two-wheel drive truck-mounted drill rig; additional costs may result if this is not the case. It does not include services associated with site clearing, wet ground conditions, or location of underground utilities beyond contacting a "one-call" locate service. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

Understanding the proposed subsurface exploration will be performed using a heavy, truck-mounted boring rig, it is possible that damage to the site such as tire ruts or disturbed vegetation will be sustained. This type of damage is considered reasonable and normal for the work being performed. Reasonable efforts will be made to reduce the site damage.

Laboratory Testing – The samples will be tested in our laboratory to determine characteristics considered appropriate by our personnel for this project. At this time, laboratory testing is expected to consist of moisture content analysis, Atterberg limits, grain size distribution, moisture/density relationship, California Bearing Ratio (CBR), water soluble sulfate, ph and resistivity. Testing will be performed under the direction of an engineer and/or geologist.

Engineering Report – The results of our field and laboratory programs will be evaluated by a Professional Engineer licensed in the State of Montana. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will provide recommendations and information that address the following to include:

- Soil and groundwater conditions
- Pavement design
- Utility trench recommendations
- General earthwork requirements

Schedule – We can generally begin the field exploration program within about one to two weeks after receipt of written authorization to proceed, if site and weather conditions permit. It is anticipated that the field work can be completed in one day. Laboratory testing will require approximately one week. We estimate the final geotechnical report can be completed within about one to two weeks after the lab work is completed. Preliminary recommendations, if required, can be provided once the field work has been completed.

C. COMPENSATION

For the scope of geotechnical services outlined in this proposal that includes drilling, laboratory testing, and an engineering report, the lump sum total fee would be \$5,475.00.

The fee for this project assumes a single drill rig mobilization to the site and assumes the boring locations are accessible to Terracon's two-wheel drive, truck-mounted drill rig. In the event the work locations are not accessible, costs incurred for tow trucks and/or remobilizations will be billed to the client.

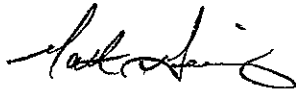
Should conditions be encountered which require additional services, we will contact you prior to initiating such work, discuss the situation, and negotiate additional costs beyond those proposed herein. We will not proceed without your authorization.

D. CLOSURE

We understand you will provide your standard agreement to cover these services. This proposal is valid only if authorized within sixty (60) days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,
Terracon Consultants, Inc.



Matt Geering, E.I.
Staff Geotechnical Engineer



Dan Nebel, P.G.
Principal

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

Billings shall authorize payment to the Consultant for services performed under Appendix A of this Agreement. Partial payment shall be due the Consultant upon receipt of the Consultant's pay estimate, said estimate being proportioned to the work completed by the Consultant.

Partial payment shall be made to the Consultant upon receipt of the Consultant's pay estimate, said estimate being proportioned to the work completed by the Consultant. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

- A. For services rendered prior to construction, Appendix A, the Consultant shall be paid based upon actual time accrued, but not to exceed \$204,669.00.
- B. Final payment shall be the above stated basic fee less all previous payments.

Section 2. Payments for Extra Services when Authorized by Billings.

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for on a negotiated price.

Section 3. Corrections.

Costs of Billings work that is required for corrections to the Consultant's work which requires redoing by Billings shall be deducted from any payments due the Consultant, if the Consultant fails to make the required corrections.

Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted annually by mutual agreement of the parties, based upon documented evidence that the Consultant's costs have increased for all comparable clients.

Appendix C

Additional Services of Consultant

Extra Services of the Consultant will be paid only with written prior authorization by Billings.

- A. Field and laboratory testing of materials and reports.
- B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.
- C. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond CONSULTANT's control.
- D. Services required as a result of OWNER's providing incomplete or incorrect Project information .
- E. Providing renderings or models for OWNER's use.
- F. Furnishing services of CONSULTANT's Consultants for other than Basic Services.
- G. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- H. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
- I. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.

Appendix D

Schedule of Professional Fees

Not used on this Contract.

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than January 1, 2010, the completion date for the Consultant's work through final design shall be:

- A. 60% Submittal June 1, 2010
- B. 90% Submittal September, 2010
- C. Final Design Submittal November 1, 2010

Delays affecting the completion of the work within the time specified of more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Consultant is behind on this Contract due to no fault of Billings, then the Consultant hereby acknowledges the right of Billings to withhold future Contracts to the Consultant in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

Appendix F
Certificate(s) of Insurance

(Attach Certificate(s) of Insurance)

Date: 11/09/2009

TITLE: W.O. 08-01, Water and Sanitary Sewer Replacement Projects, Schedule 1, Change Order No. 5

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

A contract with COP Construction, LLC for Schedule 1 of the 2008-09 Water and Sanitary Sewer Replacement Projects requires amendment. While replacing the sanitary sewer main in the alley between Minnesota Avenue and 1st Avenue South, COP encountered a number of differing subsurface or physical conditions as defined in Section 4.03 of the General Conditions; as a result, COP is requesting a total of \$104,803.26 in additional payment under these contract provisions for the costs associated with the combined differing conditions.

As detailed in the attached Change Order No. 5, between July and September 2009 during replacement of the sanitary sewer main between Minnesota Ave. and 1st Ave. S., the City's consulting engineer, Morrison-Maierle, Inc. (MMI), received claims correspondence relative to the sewer work in the alley. Claims of differing subsurface or physical conditions encountered during the work generally included trench debris, unidentified underground utility pipes and structures, and unmarked phone and power lines. Field conditions relative to the claims were reviewed as work progressed, and the costs associated with each claim were reviewed when they were finally submitted by COP on September 18. Both MMI and City staff support payment of a total claim amount of \$104,803.26 for additional equipment, manpower, and materials costs.

COP has requested 44 additional calendar days to perform the remaining claim work and to make-up for time delays during the project as claim issues were being resolved. COP has also requested 53 calendar days to cover the time that no work was being done between September 18 (when COP submitted claim costs to MMI for review) and November 10 (date of requested City Council approval of the claim) and claim costs were being reviewed. Total additional contract days requested are, therefore, 97 days.

ALTERNATIVES ANALYZED

The Council may:

- Approve COP's claim of differing subsurface or physical conditions related to the work and the associated \$104,803.26 additional project costs and 97 additional project calendar days.
- Do not approve COP's claim with the requested payment for additional project costs and extension of contract time. If Council does not accept the collection of claims presented under this change order, COP would have the option to file a Claim under Section 10.05 of the Standard General Conditions of the Construction Contract. If the Engineer and City staff are unable to resolve such Claim, COP may ultimately choose to move towards Dispute Resolution.

FINANCIAL IMPACT

The net result of Change Order No. 5 is an estimated \$104,803.26 increase to the contract price and a 97-day increase to the contract time. The contract price would be increased from \$775,199.08 to \$880,002.34 and the contract time would be increased from 91 to 188 days. Sufficient FY09 sewer funds are available for Change Order No. 5.

RECOMMENDATION

Staff recommends that Council approve Change Order No. 5 for W.O. 08-01 in the amount of \$104,803.26. The contract price would be increased from \$775,199.08 to \$880,002.34 and the contract time would be increased from 91 to 188 days. Sufficient FY09 sewer funds are available for Change Order No. 5.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [WO 08-01, Sch 1, CO#5 Attachment Part 1](#)

Link: [WO 08-01, Sch 1, CO#5 Attachment Part 2](#)

DRAFT

Change Order

No. Five (5)

Date of Issuance: October 20, 2009 Effective Date: November 9, 2009

Project: 2008-2009 Water and Sewer Replacement Projects	Owner: City of Billings	Owner's Contract No.: WO 08-01
Contract: 2008-2009 Water and Sewer Replacement Projects Schedule 1		Date of Contract: April 29, 2009
Contractor: COP Construction, LLC		Engineer's Project No.: 0686.170

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

Description: This change order adds the Claim discussed in detail in the letter from Casey Hanson at Morrison Maierle, Inc. to Randy Straus at the City of Billings and Anthony Gentile at COP Construction, LLC dated October 19, 2009.

Attachments: October 19, 2009 claim decision letter from Casey Hanson at Morrison Maierle, Inc. to Randy Straus at the City of Billings and Anthony Gentile at COP Construction, LLC.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
----------------------------------	----------------------------------

Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days
\$ <u>715,188.00</u>	Substantial completion (days or date): <u>60 Days</u>
	Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> :
\$ <u>60,011.08</u>	Substantial completion (days): <u>31 Days</u>
	Ready for final payment (days): _____

Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>775,199.08</u>	Substantial completion (days or date): <u>91 Days</u>
	Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ <u>104,803.26</u>	Substantial completion (days or date): <u>97 Days</u>
	Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders and Work Directives:
\$ <u>880,002.34</u>	Substantial completion (days or date): <u>180 Days</u>
	Ready for final payment (days or date): <u>188</u> <i>KBS</i>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

October 19, 2009

✓ Mr. Randy Straus, P.E.
City of Billings Public Works
2224 Montana Avenue
Billings, MT 59101

Mr. Anthony Gentile
COP Construction LLC
P.O. Box 20913
Billings, MT 59101

RE: 2008-2009 City of Billings Water and Sewer Replacement Project – Schedule 1 Claim

Dear Randy and Anthony,

Morrison Maierle, Inc. (MMI) is in receipt of the following correspondence regarding claims COP Construction LLC (COP) has made on the above referenced project:

- July 16, 2009 letter giving notice of a claim for sloughing soil in the alley between 28th Street South and 29th Street South between Minnesota Avenue and 1st Avenue South (28th/29th alley).
- July 23, 2009 letter giving notice that the concrete dock in the same area referenced in the July 16, 2009 area will need to be removed and replaced.
- July 27, 2009 letter giving notice that COP discovered a concrete basement extending into the 28th/29th alley behind the Granny's attic building that was hit by COP and approximately three feet away from the new sewer line location.
- July 29, 2009 letter transmitting force account sheets prepared by COP listing costs for work related to the above referenced claim(s) between July 13, 2009 and July 24, 2009.
- August 4, 2009 letter transmitting force account sheets prepared by COP listing costs for work related to the Qwest phone lines in 27th Street South that were not located during design or initial construction phase locates. The enclosed force account sheets include work between July 27, 2009 and July 30, 2009.
- September 16, 2009 letter transmitting COP change order costs to replace the concrete docks referenced in the July 23, 2009 letter.
- September 18, 2009 letter summarizing the costs from the July 29, 2009, August 4, 2009, and September 16, 2009 letters as well as miscellaneous paving and surface material work between August 4, 2009 and September 3, 2009.
- October 19, 2009 letter stating this Claim includes all claims related to this issue.
- October 19, 2009 letter detailing the breakdown of subcontractor costs for additional paving items.

It appears that COP is claiming Differing Subsurface or Physical Conditions as defined in Section 4.03 of the General Conditions. COP appears to be claiming the sources of these differing conditions include:

- 1) Excess debris in the trench, including a 3' diameter by 15' steel tank,
- 2) A service reconnect that needed to be chased back to a building to find a suitable connection point,
- 3) Existing clay pipes that run parallel to the sewer trench of this project between 28th Street South and 29th Street South,
- 4) Phone lines crossing the sewer trench in 27th Street South at a long running skew that were not shown on the plans or initially located in the field,
- 5) Unmarked city power lines on the west side of 27th Street South,
- 6) An unmarked and previously unlocated concrete basement structure extending into the alley between 28th Street South and 29th Street South,
- 7) Excess washed/crushed rock backfill around MH 09-8.

MMI has been notified of the above conditions in the field as they happened and MMI resident project representatives (RPR's) and/or engineers have had ample opportunity to review the field conditions present at the time they were reported. Based on these observations and a review of the Contract Documents, MMI concurs with COP's assessments that each of the seven (7) conditions above qualify as Differing Subsurface or Physical Conditions as defined in Section 4.03 of the General Conditions.

Once it was established that each source of the differing conditions claim was legitimate under the General Conditions, MMI closely reviewed the costs claimed for each respective item. As the Claim progressed, costs were submitted as they were incurred. A summary of all of the Claim costs were presented in the September 18, 2009 letter. These claims were reviewed against the following information:

- MMI RPR and project documentation
- Certified Payroll wage rates
- COP submitted Blue Book Rates (Submitted in May 18, 2009 letter from COP to MMI)
- Where possible, MMI compared production rates on work closely adjacent to claim areas to determine production rates in the Claim and non-Claim areas. This analysis shows that in areas where COP was concurrently performing Claim and original Contract Work that their split of hours and resulting charges claimed are reasonable.

In the course of reviewing these costs alongside MMI's project documentation, some discrepancies were noted. MMI concurs with the Claim costs submitted with the exception of the following items:

- 1) The Skid Steer Loader was on-site, but not in use for the July 14, 2009 Extra Work Report. Therefore the hourly rate for this piece of equipment should be the "Standby rate," which Section 11.01 A.5.c.2 of the General Conditions defines as "For equipment on standby, the hourly rate shall be 50% of the monthly rental rate divided by 176 hours per month, and the hourly operating cost shall not apply." The standby rate for a Case 1845C is \$8.94/hour ($(\$33.28 - \$15.40 \text{ Operating})/2$). The difference between the requested rate of \$33.28/hour and \$8.94/hour is \$24.34/hour. When multiplied by 7 hours, the total adjustment is a deduct of \$170.38.
- 2) The Skid Steer Loader, Komatsu 308 excavator, and Cat 330 excavator were on-site, but not in use for the July 21, 2009 Extra Work Report. As discussed in 1) above, standby



rates would apply, which for the Komatsu 308 are \$31.32, the Cat 330 are \$33.11, and the Case 1845C are \$8.94.

Komatsu Difference = $(\$126.90/\text{hour} - \$31.32/\text{hour}) * 5 \text{ hours} = \477.88
Cat Difference = $(\$142.31/\text{hour} - \$33.11/\text{hour}) * 5 \text{ hours} = \$ 546.00$
Skid Steer Difference = $(\$33.28/\text{hour} - \$8.94/\text{hour}) * 5 \text{ hours} = \121.70

Total Adjustment for this item is a deduct of \$1,145.58

- 3) Our records show the project manager and superintendent time on the July 23, 2009 Extra Work Report were each adjusted to 3.0 hours based on a verbal discussion between our RPR and COP personnel in the field. A project manager reduction of \$91 and a superintendant reduction of \$75 make the total adjustment of this item a deduct of \$166.
- 4) The Skid Steer Loader, Komatsu 308 excavator, and Cat 330 excavator were on-site, but not in use for the July 24, 2009 Extra Work Report. As discussed in 1) above, standby rates would apply, which for the Komatsu 308 are \$31.32, the Cat 330 are \$33.11, and the Case 1845C are \$8.94.

Komatsu Difference = $(\$126.90/\text{hour} - \$31.32/\text{hour}) * 4 \text{ hours} = \382.32
Cat Difference = $(\$142.31/\text{hour} - \$33.11/\text{hour}) * 4 \text{ hours} = \436.80
Skid Steer Difference = $(\$33.28/\text{hour} - \$8.94/\text{hour}) * 4 \text{ hours} = \97.36

Total Adjustment for this item is a deduct of \$916.48.

These adjustments total a deduct of \$2,398.44 from the amount requested by COP. Accordingly, MMI recommends partial approval of this claim in the amount of \$104,803.26.

COP has also requested a total of 44 calendar days plus the number of days between their September 18, 2009 letter and the approval of this Claim. The original contract time for substantial completion plus all approved change orders expired on August 30, 2009. Of the 44 requested days, 18 days are used to cover the time period between August 31 and September 17. Another 53 days cover the interim period between COP's September 18th letter and anticipated Owner approval on November 9, 2009. The remaining 26 days from above (44 days – 18 days) will be used to complete the work after Owner approval from November 10, 2009 through the revised substantial completion date of December 5, 2009. MMI recommends approval of this time extension of 44 days for the work plus 53 days for approval for a total extension of 97 days.

If you have any questions about this letter or decision, I can be reached at 406-237-1241.

Sincerely,

Casey M. Hanson, P.E.
Project Manager



Encl: July 16, 2009 COP letter
July 23, 2009 COP letter
July 27, 2009 COP letter
July 29, 2009 COP letter
August 4, 2009 COP letter
September 16, 2009 COP letter
September 18, 2009 COP letter
COP Labor Cost Breakdown
May 18, 2009 COP letter on Blue Book Rates
October 19, 2009 COP Certification of No Further Claim letter
October 19, 2009 COP letter

Cc: Jerry Paddock, P.E., MDEQ



JUL 16 2009

July 16, 2009

Casey Hanson
Morrison - Maierle, Inc.
315 North 25th Street, Suite 102
Billings, MT 59101

**RE: Change of Conditions
2008 - 2009 Water and Sewer Replacement Projects Schedule 1, W.O. 08-01
COP Project No. 09108**

Dear Casey,

As a follow up to what we discussed this morning, COP Construction feels that a change of condition exists in the alley between South 28th Street and South 29th Street. We began to excavate the east end of the alley on July 9th, behind Granny's Attic, when we discovered miscellaneous debris along the north side of our trench. For example, we removed a 3' x 15' empty tank which was located in the proposed trench line and north of the proposed trench line. Obviously, there was no way we knew or could have known of such things until excavation. This tank was partially under the existing loading dock behind Granny's Attic. Once the tank was removed, the north bank continued to cave and more debris was exposed resulting in the undermining of the loading dock. The concrete loading dock became damaged and needs to be removed and replaced with asphalt.

While we continued west through the alley, a service reconnect was located under the same loading dock mentioned above. The service was located and found encased in concrete. We chased the service back to within 2' of the building foundation and reconnected. While trying to connect the service, the existing fill material under the loading dock continued to cave, resulting in the exposure of more unidentified clay pipes.

One of the clay pipes ran across our trench and was removed. The other one is running parallel to our trench approximately 3' to the north. The line is causing us to lose the north bank 3' to 4' outside of our excavation.



Page 2
Casey Hanson
Change of Conditions
7/16/09

We have been using 4' spreader bars in our trench boxes to minimize soil removal, backfill and remediation for these alleys. We feel that because of these unknown conditions, our production loss is equal to the time and cost of 5 crew hours per day and the additional cost for asphalt remediation.

Please let me know how you would like to proceed.

Sincerely,

COP Construction LLC



Anthony Gentile
Project Manager

cc: Correspondence File #09108



JUL 23 2009

July 23, 2009

Casey Hanson
Morrison - Maierle, Inc.
315 North 25th Street, Suite 102
Billings, MT 59101

**RE: Change of Conditions – Concrete Docks
2008 - 2009 Water and Sewer Replacement Projects Schedule 1, W.O. 08-01
COP Project No. 09108**

Dear Casey,

During our meeting on Monday the 20th of July, COP Construction discussed having a Structural Engineer on site to evaluate the existing concrete loading docks in the alley between South 28th Street and South 29th Street. With the cave off conditions of the soils and the clay lines that run beneath the existing docks, COP Construction was advised by Jim Schilke, of Structural Engineering Design, PC, to remove the docks to prevent any damage to the existing buildings. Please refer to the attached letter from Jim Schilke for his comments and concerns.

COP Construction feels that the change of conditions constitutes full recovery of all cost and time associated with these change of conditions. As we discussed at our weekly scheduling meeting, a daily force account sheet will be used to document and track all time and cost for the changes. A copy of the daily force account sheet will be given to MMI for your review.

Please let me know if you have any questions or concerns.

Sincerely,

COP Construction LLC

A handwritten signature in black ink, appearing to read "Anthony Gentile". The signature is fluid and cursive, written over a white background.

Anthony Gentile
Project Manager

cc: Correspondence File #09108



**STRUCTURAL
ENGINEERING
DESIGN, PC**

115 S. 29th St. • P.O. Box 80586
Billings, MT 59108-0586

Jim Schilke, P.E. - Structural Engineer

406-651-8195
Fax: 406-651-8193

July 21, 2009

Anthony Gentile, Jr.
Cop Construction LLC
242 S. 64th St. West
Billings, MT 59106

RE: Sewer Line Trench
Billings, Montana

Dear Mr. Gentile:

As requested, yesterday I was at the project site, which is located at the alley running between S. 28th Street and S. 29th Street, and Minnesota Avenue and 1st Avenue S. Along the north side of this alley are buildings for businesses such as Ganny's Attic and the Men's Rescue Mission. These buildings have concrete loading docks off of their backs such that the docks will be right adjacent to the trench required for the new sewer line being installed. These buildings also have full depth basements such that the footings for the foundation walls are likely at least 10 feet below grade. You asked me to give my opinion as to whether it is safe to excavate the trench right next to these loading docks.

The sewer pipe being installed in this alley I understand requires a trench about 16 feet deep. There also is at least one manhole to be located adjacent to the loading docks which requires about an 18 foot deep trench. The soil in this area appears to be a clay. The trench width will be 4 to 5 feet. The north edge of the trench will be within about 2 to 3 feet from the south edge of the loading docks. There also is an underground clay tile storm drain pipe that drains roof drain water - and this pipe appears to run right under the south edge of the loading docks. Where the trench had been excavated just east of the beginning of the loading docks in question, the ground did slough due to the loose soil around the storm drain pipe. If this sloughing would occur as the trench continues to the west, it is quite apparent that the loading docks will lose their sub-grade support.

It is my opinion that it is not safe to continue the sewer line trenching along the loading docks due to the high likelihood of trench collapse that will undermine the docks and possibly cause

Anthony Gentile, Jr.

Page 2

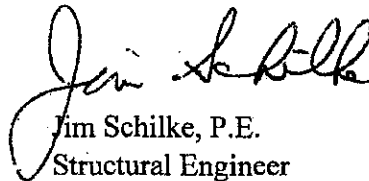
July 21, 2009

their total failure. The docks do appear to be connected with concrete or at least a mortar coat to the brick of the building walls. Due to the old age of these buildings, if the loading docks collapse there is a significant chance that they will tear the building brick away which could lead to at least a partial collapse of the building wall.

As we discussed at the site, I recommend that the loading docks be removed by saw cutting the concrete floor slab along and as close to the buildings as possible. These slabs appear to be 4 inches thick. After this is done, the south support walls and any footings along with most of the slab should be easily removed. The small width of slab still attached to the building may have to be jack hammered off to be removed and to prevent damage to the building brick. As we also discussed, the loading docks will need to be replaced in-kind after the sewer line is installed and fully backfilled.

Sincerely,

STRUCTURAL ENGINEERING DESIGN, PC



Jim Schilke, P.E.
Structural Engineer



July 27, 2009

Casey Hanson
Morrison - Maierle, Inc.
315 North 25th Street, Suite 102
Billings, MT 59101

**RE: Existing Concrete Boiler Room between South 28th and South 29th Street
2008 - 2009 Water and Sewer Replacement Projects Schedule 1, W.O. 08-01
COP Project No. 09108**

Dear Casey,

While excavating in the alley between South 28th Street and South 29th Street and approximately 20' west of new manhole 09-12, COP Construction hit and broke a portion of an existing concrete wall and roof slab at 11:30 a.m. The existing concrete wall and concrete roof slab are part of an abandoned boiler room below Granny's Attic. The concrete wall is approximately 3' from the proposed center line of pipe.

COP Construction immediately notified MMI and met on site. As we discussed, Jim Schilke of Structural Engineering, PC, visited the site that afternoon and attached is his letter with comments and concerns.

COP Construction did not proceed any further with excavation and currently that portion of the job is shutdown.

Please let me know how you would like to proceed.

Sincerely,

COP Construction LLC

A handwritten signature in black ink, appearing to read "Anthony Gentile", written over a horizontal line.

Anthony Gentile
Project Manager

cc: Correspondence File #09108



July 27, 2009

Anthony Gentile, Jr.
Cop Construction LLC
242 S. 64th St. West
Billings, MT 59106

RE: Sewer Line Trench - Alley between Minnesota Ave. and 1st Ave. South
Billings, Montana

Dear Mr. Gentile:

Similar to my previous recent inspection and letter (dated July 21, 2009), I was called out to the site on July 24th to review a buried concrete vault in the area of the concrete loading docks covered in the previous letter. The vault projects out about 9 feet from the building and is an extension of the building basement. It appears to be about 25 feet long and 10 feet deep. The vault is comprised of concrete walls with a concrete roof slab that is supported by what appears to be composite steel-concrete beams. The slab and beams attach to the building foundation which is comprised of sandstone blocks. The purpose of the inspection and this letter is to give my opinion as to whether it is safe to excavate the sewer trench next to this vault.

The sewer pipe being installed will be placed within a few feet and along the length of the concrete vault. The sewer pipe is about 16 feet below grade, whereas the bottom of the vault wall and/or any footing is about 10 to 11 feet below grade. The excavation of the sewer trench, since it is right adjacent to the vault, will likely cause a collapse of the subgrade below the vault, thereby causing the vault to collapse. This vault collapse could cause its concrete roof slab to pull outward on the foundation of the building. The sandstone foundation appears somewhat deteriorated such that loose sand is evident along the base of the foundation wall. The outward pull on a collapsed vault likely would cause the sandstone foundation to pull outward such that it is possible that it too could collapse.

It is my opinion that it is not safe to continue the sewer line trenching along the concrete vault due to the high likelihood of trench collapse that will undermine the vault and possibly cause its total failure. The vault appears to be connected with concrete to the sandstone of the building

Anthony Gentile, Jr.

Page 2

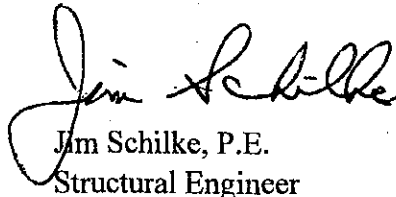
July 27, 2009

foundation wall. The collapse of the vault could cause a corresponding collapse of the building foundation.

As we discussed at the site and similar to what I recommended previously for the loading docks, I recommend that the vault be removed by saw cutting the concrete roof slab and end walls along and as close to the building as possible. The concrete and steel beams supporting the slab may need jack hammering and/or torching to be removed. Also, each end wall may need jack hammering if they are too thick to be saw cut. After this is done, the south support wall, the east and west end walls, and any footing along with most of the slab/beams should be easily removed. The small width of slab (and possibly end walls) still attached to the building may have to be jack hammered off to be removed and to prevent damage to the building sandstone. The vault should be replaced in-kind after the sewer line is installed and fully backfilled using care to properly attach it back to the building foundation.

Sincerely,

STRUCTURAL ENGINEERING DESIGN, PC



Jim Schilke, P.E.
Structural Engineer



July 29, 2009

Casey Hanson
Morrison - Maierle, Inc.
315 North 25th Street, Suite 102
Billings, MT 59101

**RE: Change of Conditions Force Account Sheets
2008-2009 Water and Sewer Replacement Projects Schedule 1, W.O. 08-01
COP Project No. 09108**

Dear Casey,

Attached are the daily force account sheets for the change of conditions COP Construction has encountered for the above referenced project. Below is the summary for the additional work completed between July 13th and July 24th:

➤ Change of Conditions	Labor	\$14,439.64
	Equipment	<u>\$19,288.58</u>
	Subtotal	\$33,728.22
	Subcontractors	\$ 577.50
	Materials	\$ 607.20
	3% for Taxes, Bond and Insurance	<u>\$ 1,047.38</u>
	TOTAL	<u>\$35,960.30</u>

The lump sum total for all of these items is **\$35,960.30**. We are also requesting an additional 5 working days of contract time due to the change of conditions. If you have any questions please give me a call.

Sincerely,

COP Construction LLC

A handwritten signature in black ink, appearing to read "Anthony Gentile", is written over a horizontal line.

Anthony Gentile
Project Manager

cc: Correspondence File #09108

HEAVY, HIGHWAY, MUNICIPAL-UTILITIES SINCE 1947

An Equal Employment Opportunity Employer



COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11
 Date: 7/13/2009 & 7/14/09

Description of work and Location

While installing new MH 09-08 and reconnecting the existing 8" sewer main, the existing soil conditions required addition shoring and safety issues. The existing soil conditions required Northwestern Energy to support two out of the three existing power poles. The existing material was an imported road mix with no compaction.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Superintendent	3.0	\$ 75.00	\$ 225.00
	Operator	6.0	\$ 48.47	\$ 290.82
	Operator	6.0	\$ 48.47	\$ 290.82
	Operator	6.0	\$ 48.47	\$ 290.82
	Laborer	6.0	\$ 37.74	\$ 226.44
	Project Manager	3.0	\$ 91.00	\$ 273.00
	Laborer Foreman	6.0	\$ 40.33	\$ 241.98
				\$ -
				\$ -
				\$ -
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	6.0	\$ 36.25	\$ 217.50
	4X4X10" Suction Hose	6.0	\$ 1.26	\$ 7.56
	308 Excavator	6.0	\$ 126.90	\$ 761.40
	330 Excavator	6.0	\$ 142.31	\$ 853.86
	Bedding Conveyor	6.0	\$ 17.05	\$ 102.30
	8 X 16' Trench Box	6.0	\$ 9.66	\$ 57.96
	20' Conex	6.0	\$ 1.82	\$ 10.92
	Tool Van	6.0	\$ 5.58	\$ 33.48
	Front End Loader	6.0	\$ 67.73	\$ 406.38
				\$ -
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
				\$ -
				\$ -
				\$ -

 Signature For Whom Work Was Done

[Handwritten Signature] 7-27-09
 Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11
 Date: 7/14/2009

Description of work and Location

While excavating our trench west of South 28th Street, we encountered a empty tank approximately 36" x 10'. While removing the tank, the soil beneath an existing loading dock began to cave off. We also were required to reconnect a sewer service beneath the dock. The service was encased with concrete. We chased the service as far as we could and reconnected approximately 2' from foundation of Granny's Attic. We will have to replace the existing dock with asphalt.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	4.0	\$ 91.00	\$ 364.00
	Superintendent	4.0	\$ 75.00	\$ 300.00
	Operator	7.0	\$ 48.47	\$ 339.29
	Operator	7.0	\$ 48.47	\$ 339.29
	Operator	7.0	\$ 48.47	\$ 339.29
	Laborer	7.0	\$ 37.74	\$ 264.18
	Laborer Foreman	7.0	\$ 40.33	\$ 282.31
				\$ -
				\$ -
				\$ -
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	7.0	\$ 36.25	\$ 253.75
	4X4X10" Suction Hose	7.0	\$ 1.26	\$ 8.82
	308 Excavator	7.0	\$ 126.90	\$ 888.30
	330 Excavator	7.0	\$ 142.31	\$ 996.17
	Bedding Conveyor	7.0	\$ 17.05	\$ 119.35
	8 X 16' Trench Box	7.0	\$ 9.66	\$ 67.62
	20' Conex	7.0	\$ 1.82	\$ 12.74
	Tool Van	7.0	\$ 5.58	\$ 39.06
	Skid Steer Loader	7.0	\$ 33.28	\$ 232.96
	70KW Generator	7.0	\$ 13.22	\$ 92.54
	Front End Loader	7.0	\$ 67.73	\$ 474.11
				\$ -
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
				\$ -
				\$ -
				\$ -

Signature For Whom Work Was Done


Signature Of COP Representative 7-27-09

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11
 Date: 7/16/2009

Description of work and Location

While excavating through the alley between South 28th and South 29th street, existing clay pipes were found on the north of our trench. Two lines were found and were causing us to lose the entire bank back to the foundation of Granny's Attic. These lines seem not to be in service.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	2.0	\$ 91.00	\$ 182.00
	Superintendent	2.0	\$ 75.00	\$ 150.00
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Laborer	4.0	\$ 37.74	\$ 150.96
	Laborer Foreman	4.0	\$ 40.33	\$ 161.32
				\$ -
				\$ -
				\$ -
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	4.0	\$ 36.25	\$ 145.00
	4X4X10" Suction Hose	4.0	\$ 1.26	\$ 5.04
	308 Excavator	4.0	\$ 126.90	\$ 507.60
	330 Excavator	4.0	\$ 142.31	\$ 569.24
	Bedding Conveyor	4.0	\$ 17.05	\$ 68.20
	8 X 16' Trench Box	4.0	\$ 9.66	\$ 38.64
	20' Conex	4.0	\$ 1.82	\$ 7.28
	Tool Van	4.0	\$ 5.58	\$ 22.32
	Skid Steer Loader	4.0	\$ 33.28	\$ 133.12
	70KW Generator	4.0	\$ 13.22	\$ 52.88
	Front End Loader	4.0	\$ 67.73	\$ 270.92
				\$ -
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
				\$ -
				\$ -
				\$ -

Signature For Whom Work Was Done


 Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11
 Date: 7/17/2009

Description of work and Location

While excavating through the alley between South 28th and South 29th street, existing clay pipes were found on the north of our trench. Two lines were found and were causing us to lose the entire bank back to the foundation of Granny's Attic. These lines seem not to be in service. There is a transformer along the wall of Granny's Attic. This transformer had to be restrained and addition shoring was required due to the excessive cave off conditions. Northwestern Energy and MDU were both on site for assistance.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	4.0	\$ 91.00	\$ 364.00
	Superintendent	4.0	\$ 75.00	\$ 300.00
	Operator	6.0	\$ 48.47	\$ 290.82
	Operator	6.0	\$ 48.47	\$ 290.82
	Operator	6.0	\$ 48.47	\$ 290.82
	Laborer	6.0	\$ 37.74	\$ 226.44
	Laborer Foreman	6.0	\$ 40.33	\$ 241.98
				\$ -
				\$ -
				\$ -
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	6.0	\$ 36.25	\$ 217.50
	4X4X10" Suction Hose	6.0	\$ 1.26	\$ 7.56
	308 Excavator	6.0	\$ 126.90	\$ 761.40
	330 Excavator	6.0	\$ 142.31	\$ 853.86
	Bedding Conveyor	6.0	\$ 17.05	\$ 102.30
	8 X 16' Trench Box	6.0	\$ 9.66	\$ 57.96
	20' Conex	6.0	\$ 1.82	\$ 10.92
	Tool Van	6.0	\$ 5.58	\$ 33.48
	Skid Steer Loader	6.0	\$ 33.28	\$ 199.68
	70KW Generator	6.0	\$ 13.22	\$ 79.32
	Front End Loader	6.0	\$ 67.73	\$ 406.38
				\$ -
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
				\$ -
				\$ -
				\$ -

Signature For Whom Work Was Done _____


 Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11
 Date: 7/20/2009

Description of work and Location

We located sewer services STA 6+70 and STA 6+79 for reconnection. Once the lines were located, tees were installed on the main line. We excavated out for our next set and pulled the box forward. The services were encased with concrete. We broke back the services to clean pipe only to find that they were plugged with concrete near the foundation of building.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	1.0	\$ 91.00	\$ 91.00
	Superintendent	1.0	\$ 75.00	\$ 75.00
	Operator	2.0	\$ 48.47	\$ 96.94
	Operator	2.0	\$ 48.47	\$ 96.94
	Operator	2.0	\$ 48.47	\$ 96.94
	Laborer	2.0	\$ 37.74	\$ 75.48
	Laborer Foreman	2.0	\$ 40.33	\$ 80.66
				\$ -
				\$ -
				\$ -
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	2.0	\$ 36.25	\$ 72.50
	4X4X10" Suction Hose	2.0	\$ 1.26	\$ 2.52
	308 Excavator	2.0	\$ 126.90	\$ 253.80
	330 Excavator	2.0	\$ 142.31	\$ 284.62
	Bedding Conveyor	2.0	\$ 17.05	\$ 34.10
	8 X 16' Trench Box	2.0	\$ 9.66	\$ 19.32
	20' Conex	2.0	\$ 1.82	\$ 3.64
	Tool Van	2.0	\$ 5.58	\$ 11.16
	Skid Steer Loader	2.0	\$ 33.28	\$ 66.56
	70KW Generator	2.0	\$ 13.22	\$ 26.44
	Front End Loader	2.0	\$ 67.73	\$ 135.46
				\$ -
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
				\$ -
				\$ -
				\$ -

Signature For Whom Work Was Done


 Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11
 Date: 7/21/2009

Description of work and Location

With the cave off issues and existing clay lines that run under the existing docks, it was decided that these docks needed to be removed. A structural engineer was on site and his concerns were forwarded on to MMI

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	4.0	\$ 91.00	\$ 364.00
	Superintendent	4.0	\$ 75.00	\$ 300.00
Bruce Rost	Project Manager	2.0	\$ 91.00	\$ 182.00
	Operator	5.0	\$ 48.47	\$ 242.35
	Operator	5.0	\$ 48.47	\$ 242.35
	Operator	5.0	\$ 48.47	\$ 242.35
	Laborer	5.0	\$ 37.74	\$ 188.70
	Laborer Foreman	5.0	\$ 40.33	\$ 201.65
				\$ -
				\$ -
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	5.0	\$ 36.25	\$ 181.25
	4X4X10" Suction Hose	5.0	\$ 1.26	\$ 6.30
	308 Excavator	5.0	\$ 126.90	\$ 634.50
	330 Excavator	5.0	\$ 142.31	\$ 711.55
	Bedding Conveyor	5.0	\$ 17.05	\$ 85.25
	8 X 16' Trench Box	5.0	\$ 9.66	\$ 48.30
	20' Conex	5.0	\$ 1.82	\$ 9.10
	Tool Van	5.0	\$ 5.58	\$ 27.90
	Skid Steer Loader	5.0	\$ 33.28	\$ 166.40
	70KW Generator	5.0	\$ 13.22	\$ 66.10
	Front End Loader	5.0	\$ 67.73	\$ 338.65
				\$ -
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Structural Engineer	3.50	Hrs	\$ 84.00	\$ 294.00
				\$ -
				\$ -

Signature For Whom Work Was Done _____


 Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11
 Date: 7/23/2009

Description of work and Location

Power lines and phone lines not called out on the drawings around South 27th Street. Additional time for dealing with the unknown power and phone lines. Northwestern Energy and Qwest were on site trying to find out what lines were still active and which ones we could cut out. These lines are not on the contract drawings. Also hauled off concrete from alley that contained rebar. No concrete was shown on drawings under existing asphalt.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	4.0	\$ 91.00	\$ 364.00
	Superintendent	4.0	\$ 75.00	\$ 300.00
	Operator	5.0	\$ 48.47	\$ 242.35
	Operator	5.0	\$ 48.47	\$ 242.35
	Operator	5.0	\$ 48.47	\$ 242.35
	Laborer	5.0	\$ 37.74	\$ 188.70
	Laborer Foreman	5.0	\$ 40.33	\$ 201.65
				\$ -
				\$ -
				\$ -
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	5.0	\$ 36.25	\$ 181.25
	4X4X10" Suction Hose	5.0	\$ 1.26	\$ 6.30
	308 Excavator	5.0	\$ 126.90	\$ 634.50
	330 Excavator	5.0	\$ 142.31	\$ 711.55
	Bedding Conveyor	5.0	\$ 17.05	\$ 85.25
	8 X 16' Trench Box	5.0	\$ 9.66	\$ 48.30
	20' Conex	5.0	\$ 1.82	\$ 9.10
	Tool Van	5.0	\$ 5.58	\$ 27.90
	Skid Steer Loader	5.0	\$ 33.28	\$ 166.40
	70KW Generator	5.0	\$ 13.22	\$ 66.10
	Front End Loader	5.0	\$ 67.73	\$ 338.65
				\$ -
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Neibaur Trucking	3.00	hrs	\$ 94.50	\$ 283.50
Land Fill Fee	42.24	Tons	\$ 14.38	\$ 607.20
				\$ -

Signature For Whom Work Was Done


 Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11
 Date: 7/24/2009

Description of work and Location

Power lines and phone lines that were not called out on the drawings around South 27th Street. Additional time for dealing with the unknown power and phone lines. Northwestern Energy and Qwest were on site trying to find out what lines were still active and which ones we could cut out. These lines are not on the contract drawings.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	2.0	\$ 91.00	\$ 182.00
	Superintendent	2.0	\$ 75.00	\$ 150.00
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Laborer	4.0	\$ 37.74	\$ 150.96
	Laborer Foreman	4.0	\$ 40.33	\$ 161.32
				\$ -
				\$ -
				\$ -
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	4.0	\$ 36.25	\$ 145.00
	4X4X10" Suction Hose	4.0	\$ 1.26	\$ 5.04
	308 Excavator	4.0	\$ 126.90	\$ 507.60
	330 Excavator	4.0	\$ 142.31	\$ 569.24
	Bedding Conveyor	4.0	\$ 17.05	\$ 68.20
	8 X 16' Trench Box	4.0	\$ 9.66	\$ 38.64
	20' Conex	4.0	\$ 1.82	\$ 7.28
	Tool Van	4.0	\$ 5.58	\$ 22.32
	Skid Steer Loader	4.0	\$ 33.28	\$ 133.12
	70KW Generator	4.0	\$ 13.22	\$ 52.88
	Front End Loader	4.0	\$ 67.73	\$ 270.92
				\$ -
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
				\$ -
				\$ -
				\$ -

Signature For Whom Work Was Done



Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11
 Date: 7/24/2009

Description of work and Location

While excavating for the new 12" sewer main approximately 20' to the west of new MH 09-12, we hit and broke a portion of an existing concrete structure. This foundation was approximately 9' off the the exterior building wall. MMI and the City were on site to evaluate the existing concrete structure. We shutdown our main line operation and started to set up our temporary reconnects to the existing sewer main.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	4.0	\$ 91.00	\$ 364.00
	Superintendent	4.0	\$ 75.00	\$ 300.00
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Laborer	4.0	\$ 37.74	\$ 150.96
	Laborer Foreman	4.0	\$ 40.33	\$ 161.32
				\$ -
				\$ -
				\$ -
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	4.0	\$ 36.25	\$ 145.00
	4X4X10" Suction Hose	4.0	\$ 1.26	\$ 5.04
	308 Excavator	4.0	\$ 126.90	\$ 507.60
	330 Excavator	4.0	\$ 142.31	\$ 569.24
	Bedding Conveyor	4.0	\$ 17.05	\$ 68.20
	8 X 16' Trench Box	4.0	\$ 9.66	\$ 38.64
	20' Conex	4.0	\$ 1.82	\$ 7.28
	Tool Van	4.0	\$ 5.58	\$ 22.32
	Skid Steer Loader	4.0	\$ 33.28	\$ 133.12
	70KW Generator	4.0	\$ 13.22	\$ 52.88
	Front End Loader	4.0	\$ 67.73	\$ 270.92
				\$ -
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
				\$ -
				\$ -
				\$ -

 Signature For Whom Work Was Done


 Signature Of COP Representative



August 4, 2009

Casey Hanson
Morrison - Maierle, Inc.
315 North 25th Street, Suite 102
Billings, MT 59101

RE: Change of Conditions Force Account Sheets
2008-2009 Water and Sewer Replacement Projects Schedule 1, W.O. 08-01
COP Project No. 09108

Dear Casey,

Attached are the daily force account sheets for the change of conditions COP Construction has encountered for the above referenced project. Below is the summary for the additional work completed between July 27th and July 30th:

➤ **Change of Conditions**

Labor	\$ 4,169.24
Equipment	\$ <u>5,311.28</u>
Subtotal	\$ 9,480.52
Subcontractors	\$ 3,307.50
Materials	\$ 564.42
3% for Taxes, Bond and Insurance	\$ <u>400.57</u>
TOTAL	<u>\$13,753.01</u>

The lump sum total for all of these items is: **\$13,753.01**. We are also requesting an additional 5 working days of contract time due to the change of conditions. If you have any questions please give me a call.

Sincerely,

COP Construction LLC

A handwritten signature in black ink, appearing to read "Anthony Gentile", written over a white background.

Anthony Gentile
Project Manager

Attachments

cc: Correspondence File #09108



COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108

Name/Location: South 27th Street

Date: 7/27/2009

Description of work and Location

Working around the phone line that runs through our trench from the South East to the North East. This line was not called out on the drawings. Trucking is required due to not being able to backcast for backfill.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Superintendent	3.0	\$ 75.00	\$ 225.00
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Laborer	4.0	\$ 37.74	\$ 150.96
	Project Manager	1.0	\$ 91.00	\$ 91.00
	Laborer Foreman	4.0	\$ 40.33	\$ 161.32
				\$ -
				\$ -
				\$ -
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	4.0	\$ 36.25	\$ 145.00
	4X4X10" Suction Hose	4.0	\$ 1.26	\$ 5.04
	308 Excavator	4.0	\$ 126.90	\$ 507.60
	330 Excavator	4.0	\$ 142.31	\$ 569.24
	Bedding Conveyor	4.0	\$ 17.05	\$ 68.20
	8 X 16' Trench Box	4.0	\$ 9.66	\$ 38.64
	20' Conex	4.0	\$ 1.82	\$ 7.28
	Tool Van	4.0	\$ 5.58	\$ 22.32
	Front End Loader	4.0	\$ 67.73	\$ 270.92
				\$ -
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Neibauer Trucking	9.00	hr	\$ 94.50	\$ 850.50
				\$ -
				\$ -

Signature For Whom Work Was Done

Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108

Name/Location: South 27th Street

Date: 7/28/2009

Description of work and Location

Working around the phone line that runs through our trench from the South East to the North East. This line was not called out on the drawings. Trucking is required due to not being able to backcast for backfill.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	1.0	\$ 91.00	\$ 91.00
	Superintendent	3.0	\$ 75.00	\$ 225.00
	Operator	3.0	\$ 48.47	\$ 145.41
	Operator	3.0	\$ 48.47	\$ 145.41
	Operator	3.0	\$ 48.47	\$ 145.41
	Laborer	3.0	\$ 37.74	\$ 113.22
	Laborer Foreman	3.0	\$ 40.33	\$ 120.99
				\$ -
				\$ -
				\$ -
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	3.0	\$ 36.25	\$ 108.75
	4X4X10" Suction Hose	3.0	\$ 1.26	\$ 3.78
	308 Excavator	3.0	\$ 126.90	\$ 380.70
	330 Excavator	3.0	\$ 142.31	\$ 426.93
	Bedding Conveyor	3.0	\$ 17.05	\$ 51.15
	8 X 16' Trench Box	3.0	\$ 9.66	\$ 28.98
	20' Conex	3.0	\$ 1.82	\$ 5.46
	Tool Van	3.0	\$ 5.58	\$ 16.74
	Front End Loader	3.0	\$ 67.73	\$ 203.19
				\$ -
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Neibauer Trucking	9.00	hr	\$ 94.50	\$ 850.50
Landfill Charges	39.25	Ton	\$ 14.38	\$ 564.42
				\$ -

Signature For Whom Work Was Done

Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: South 27th Street
 Date: 7/29/2009

Description of work and Location

Working around the phone line that runs through our trench from the South East to the North East. This line was not called out on the drawings. Trucking is required due to not being able to backcast for backfill.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	1.0	\$ 91.00	\$ 91.00
	Superintendent	3.0	\$ 75.00	\$ 225.00
	Operator	3.0	\$ 48.47	\$ 145.41
	Operator	3.0	\$ 48.47	\$ 145.41
	Operator	3.0	\$ 48.47	\$ 145.41
	Laborer	3.0	\$ 37.74	\$ 113.22
	Laborer Foreman	3.0	\$ 40.33	\$ 120.99
				\$ -
				\$ -
				\$ -
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	3.0	\$ 36.25	\$ 108.75
	4X4X10" Suction Hose	3.0	\$ 1.26	\$ 3.78
	308 Excavator	3.0	\$ 126.90	\$ 380.70
	330 Excavator	3.0	\$ 142.31	\$ 426.93
	Bedding Conveyor	3.0	\$ 17.05	\$ 51.15
	8 X 16' Trench Box	3.0	\$ 9.66	\$ 28.98
	20' Conex	3.0	\$ 1.82	\$ 5.46
	Tool Van	3.0	\$ 5.58	\$ 16.74
	Front End Loader	3.0	\$ 67.73	\$ 203.19
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Neibauer Trucking	8.00	hr	\$ 94.50	\$ 756.00
				\$ -
				\$ -

Signature For Whom Work Was Done

Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: South 27th Street
 Date: 7/30/2009

Description of work and Location

Working around the phone line that runs through our trench from the South East to the North East. This line was not called out on the drawings. Trucking is required due to not being able to backcast for backfill.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	1.0	\$ 91.00	\$ 91.00
	Superintendent	3.0	\$ 75.00	\$ 225.00
	Operator	3.0	\$ 48.47	\$ 145.41
	Operator	3.0	\$ 48.47	\$ 145.41
	Operator	3.0	\$ 48.47	\$ 145.41
	Laborer	3.0	\$ 37.74	\$ 113.22
	Laborer Foreman	3.0	\$ 40.33	\$ 120.99
				\$ -
				\$ -
				\$ -
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	3.0	\$ 36.25	\$ 108.75
	4X4X10" Suction Hose	3.0	\$ 1.26	\$ 3.78
	308 Excavator	3.0	\$ 126.90	\$ 380.70
	330 Excavator	3.0	\$ 142.31	\$ 426.93
	Bedding Conveyor	3.0	\$ 17.05	\$ 51.15
	8 X 16' Trench Box	3.0	\$ 9.66	\$ 28.98
	20' Conex	3.0	\$ 1.82	\$ 5.46
	Tool Van	3.0	\$ 5.58	\$ 16.74
	Front End Loader	3.0	\$ 67.73	\$ 203.19
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Neibauer Trucking	9.00	Hr	\$ 94.50	\$ 850.50
				\$ -
				\$ -

Signature For Whom Work Was Done

Signature Of COP Representative



AUG 10 2009

August 10, 2009

Casey Hanson
Morrison-Maierle, Inc.
315 North 25th Street, Suite 102
Billings, MT 59101

**RE: 2008-2009 Water and Sewer Replacement Projects Schedule 1, W.O. 08-01
COP Project No. 09108
Change of Conditions Force Account Sheets**

Dear Casey,

Attached is the daily force account sheet for the change of conditions COP Construction has encountered for the above referenced project. Below is the summary for the additional work completed on August 4, 2009:

➤ **Change of Conditions**

Labor	\$ 262.94
Equipment	<u>\$ 135.46</u>
Subtotal	\$ 398.40
Subcontractors	\$ 472.50
Materials	\$ 760.99
3% for Taxes, Bond and Insurance	<u>\$ 48.96</u>
Total	\$1,680.85

The lump sum total for all of these items is: **\$1,680.85**. If you have any questions please give me a call.

Sincerely,

COP Construction LLC

Anthony Gentile
Project Manager

Attachment

cc: Correspondence File #09108



COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Haul off Concrete from Alley
 Date: 8/4/2009

Description of work and Location

While excavating in the alleys, COP removed concrete below the existing asphalt. The concrete contained rebar and had to be hauled to the landfill.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Superintendent	1.0	\$ 75.00	\$ 75.00
	Operator	2.0	\$ 48.47	\$ 96.94
	Project Manager	1.0	\$ 91.00	\$ 91.00
				\$ -
				\$ -
				\$ -
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
	Front End Loader	2.0	\$ 67.73	\$ 135.46
				\$ -
				\$ -
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Neibauer Trucking	5.00	hr	\$ 94.50	\$ 472.50
Landfill Fees	52.92	Ton	\$ 14.38	\$ 760.99
				\$ -

 Signature For Whom Work Was Done

 8/10/09
 Signature Of COP Representative



September 16, 2009

Casey Hanson
Morrison - Maierle, Inc.
315 North 25th Street, Suite 102
Billings, MT 59101

**RE: Claim for Change of Conditions – Loading Dock and Vault Repair
2008 – 2009 Water and Sewer Replacement Project Schedule 1, W.O. 08-01
COP Project No. 09108**

Dear Casey,

Attached is the cost breakdown for installing a new concrete loading dock, repairing the existing concrete vault (Boiler Room), and stamped structural drawings. This work is in the alley between South 28th Street and South 29th Street.

The total lump sum amount for this work is **\$41,357.00**. We are requesting that 20 working days be added to the contract. The alley asphalt restoration can not be completed until the loading dock and vault are complete. Please let me know how you would like to proceed.

Sincerely,

COP Construction LLC

A handwritten signature in black ink, appearing to read "Anthony Gentile", is written over a horizontal line.

Anthony Gentile
Project Manager

Attachment

cc: Correspondence File #09108



Truck Dock Change Order
Billings Rehab

Demo/Structural Exc

21 CY

					Rate	Total	
Foreman				10	HR	\$40.33	\$403.30
Labor				10	HR	\$32.64	\$326.40
Hoe Operator				10	HR	\$48.47	\$484.70
330 Exc				10	HR	\$142.31	\$1,423.10
950 Loader				10	HR	\$66.05	\$660.50
Loader Operator				10	HR	\$48.47	\$484.70
Jobsite Pickup				10	HR	\$18.96	\$189.60
Trucking				5	HR	\$95.00	\$475.00
Sawcutting				1	LS	\$250.00	\$250.00
Dump Fee				2	Lds	\$160.00	\$320.00

Total \$5,017.30

Pour Grade Footing (No Forms)

2.5 CY

Carp Foreman				10	HR	\$49.94	\$499.40
Labor				10	HR	\$32.64	\$326.40
Carpenter				10	HR	\$47.31	\$473.10
Jobsite Pickup				10	HR	\$18.96	\$189.60
Generator				10	HR	\$13.22	\$132.20
Place Sts				2.5	CY	\$2.00	\$5.00
Concrete				2.5	CY	\$85.00	\$212.50
Short Load Fee				1	ls	\$100.00	\$100.00

Total \$1,938.20

Form/Strip Walls

408 SF

Carp Foreman				25	HR	\$49.94	\$1,248.50
Labor				25	HR	\$32.64	\$816.00
Carpenter				25	HR	\$47.31	\$1,182.75
Jobsite Pickup				25	HR	\$18.96	\$474.00
Generator				25	HR	\$13.22	\$330.50
Form Sts				408	SF	\$3.00	\$1,224.00

Total \$5,275.75

Place Walls

5 CY

Carp Foreman				3	HR	\$49.94	\$149.82
Labor				3	HR	\$32.64	\$97.92
Carpenter				3	HR	\$47.31	\$141.93
Jobsite Pickup				3	HR	\$18.96	\$56.88
Generator				3	HR	\$13.22	\$39.66
Place Sts				5	CY	\$2.00	\$10.00
Concrete				5	CY	\$85.00	\$425.00

Total \$921.21

Form/Strip Top SOG 21 SF

Carp Foreman				4	HR	\$49.94	\$199.76
Labor				4	HR	\$32.64	\$130.56
Carpenter				4	HR	\$47.31	\$189.24
Jobsite Pickup				4	HR	\$18.96	\$75.84
Generator				4	HR	\$13.22	\$52.88
Form Sts				21	SF	\$3.00	\$63.00

Total \$711.28

Place Top SOG 3 CY

Carp Foreman				4	HR	\$49.94	\$199.76
Labor				4	HR	\$32.64	\$130.56
Carpenter				4	HR	\$47.31	\$189.24
Jobsite Pickup				4	HR	\$18.96	\$75.84
Generator				4	HR	\$13.22	\$52.88
Place Sts				3	CY	\$2.00	\$6.00
Concrete				3	CY	\$85.00	\$255.00

Total \$909.28

Install 4x4x1/4 Angle 31 LF

4x4x1/4 Galv Angle w/ Studs				31	LF	\$20.00	\$620.00
Carp Foreman				2	HR	\$49.94	\$99.88
Labor				2	HR	\$32.64	\$65.28
Carpenter				2	HR	\$47.31	\$94.62
Welder				4	HR	\$73.50	\$294.00
Jobsite Pickup				2	HR	\$18.96	\$37.92
STS				31	LF	\$0.25	\$7.75

Total \$1,219.45

Buy & Tie Rebar 1518 Lbs

Buy Rebar				1518	Lbs	\$0.50	\$759.00
Carp Foreman				5	HR	\$49.94	\$249.70
Labor				5	HR	\$32.64	\$163.20
Carpenter				5	HR	\$47.31	\$236.55
Jobsite Pickup				5	HR	\$18.96	\$94.80
Rebar Sts				1518	Lbs	\$0.01	\$15.18

\$1,518.43

Place In-Fill Concrete 2 CY

Carp Foreman				1	HR	\$49.94	\$49.94
Labor				1	HR	\$32.64	\$32.64
Carpenter				1	HR	\$47.31	\$47.31
Jobsite Pickup				1	HR	\$18.96	\$18.96
Generator				1	HR	\$13.22	\$13.22
Place Sts				2	CY	\$2.00	\$4.00
Concrete				2	CY	\$85.00	\$170.00
Short Load Fee				1	LS	\$100.00	\$100.00

\$436.07

Place 1 1/2" Structural Fill

33 CY

Buy 1 1/2" Base				66	TN	\$7.00	\$462.00
Loader Operator				4	HR	\$48.47	\$193.88
Labor				4	HR	\$32.64	\$130.56
Labor Foreman				8	HR	\$40.33	\$322.64
Jobsite Pickup				4	HR	\$18.96	\$75.84
950 Loader				4	HR	\$66.05	\$264.20
Trench Roller				4	HR	\$10.00	\$40.00
Backfill Sts				66	TN	\$0.25	\$16.50

Total

\$1,505.62

Form/Strip and Place Steps

Buy 3/4" Bedding				6	TN	\$7.35	\$44.10
Concrete				3	Yds	\$85.00	\$255.00
Carp Foreman				10	HR	\$49.94	\$499.40
Labor				10	HR	\$32.64	\$326.40
Carpenter				10	HR	\$47.31	\$473.10
Loader				10	HR	\$66.05	\$660.50
Loader Operator				10	HR	\$37.74	\$377.40
Jobsite Pickup				10	HR	\$18.96	\$189.60
Short Load Fee				1	LS	\$100.00	\$100.00

Total

\$2,925.50

Demo/Sawcut Vault

Carp Foreman				2	HR	\$49.94	\$99.88
Labor				2	HR	\$32.64	\$65.28
Jobsite Pickup				2	HR	\$18.96	\$37.92
STS				1	LS	\$25.00	\$25.00

\$228.08

Form Vault Repair

25 SF

Carp Foreman				10	HR	\$49.94	\$499.40
Labor				10	HR	\$32.64	\$326.40
Carpenter				10	HR	\$47.31	\$473.10

Jobsite Pickup				10	HR	\$18.96	\$189.60
Generator				10	HR	\$13.22	\$132.20
STS				1	LS	\$200.00	\$200.00

Total \$1,820.70

Place/Finish/Cleanup of Vault 1 CY

Carp Foreman				4	HR	\$49.94	\$199.76
Labor				4	HR	\$32.64	\$130.56
Carpenter				4	HR	\$47.31	\$189.24
Jobsite Pickup				4	HR	\$18.96	\$75.84
Generator				4	HR	\$13.22	\$52.88
Place Sts				1	CY	\$2.00	\$2.00
Concrete				1	CY	\$85.00	\$85.00

Total \$735.28

Buy & Tie Rebar/Drill and Epoxy Rebar(Vault) 200 LB

Buy Rebar				200	Lbs	\$0.50	\$100.00
Carp Foreman				8	HR	\$49.94	\$399.52
Labor				8	HR	\$32.64	\$261.12
Carpenter				8	HR	\$47.31	\$378.48
Jobsite Pickup				8	HR	\$18.96	\$151.68
Rebar Sts				200	Lbs	\$1.00	\$200.00

Total \$1,490.80

Engineering Cost

Engineering				30	HR	\$84.00	\$2,520.00
-------------	--	--	--	----	----	---------	------------

Total \$2,520.00

Project Manager				40	HR	\$91.00	\$3,640.00
Superintendent				80	HR	\$75.00	\$6,000.00
Safety Officer				20	HR	\$67.00	\$1,340.00

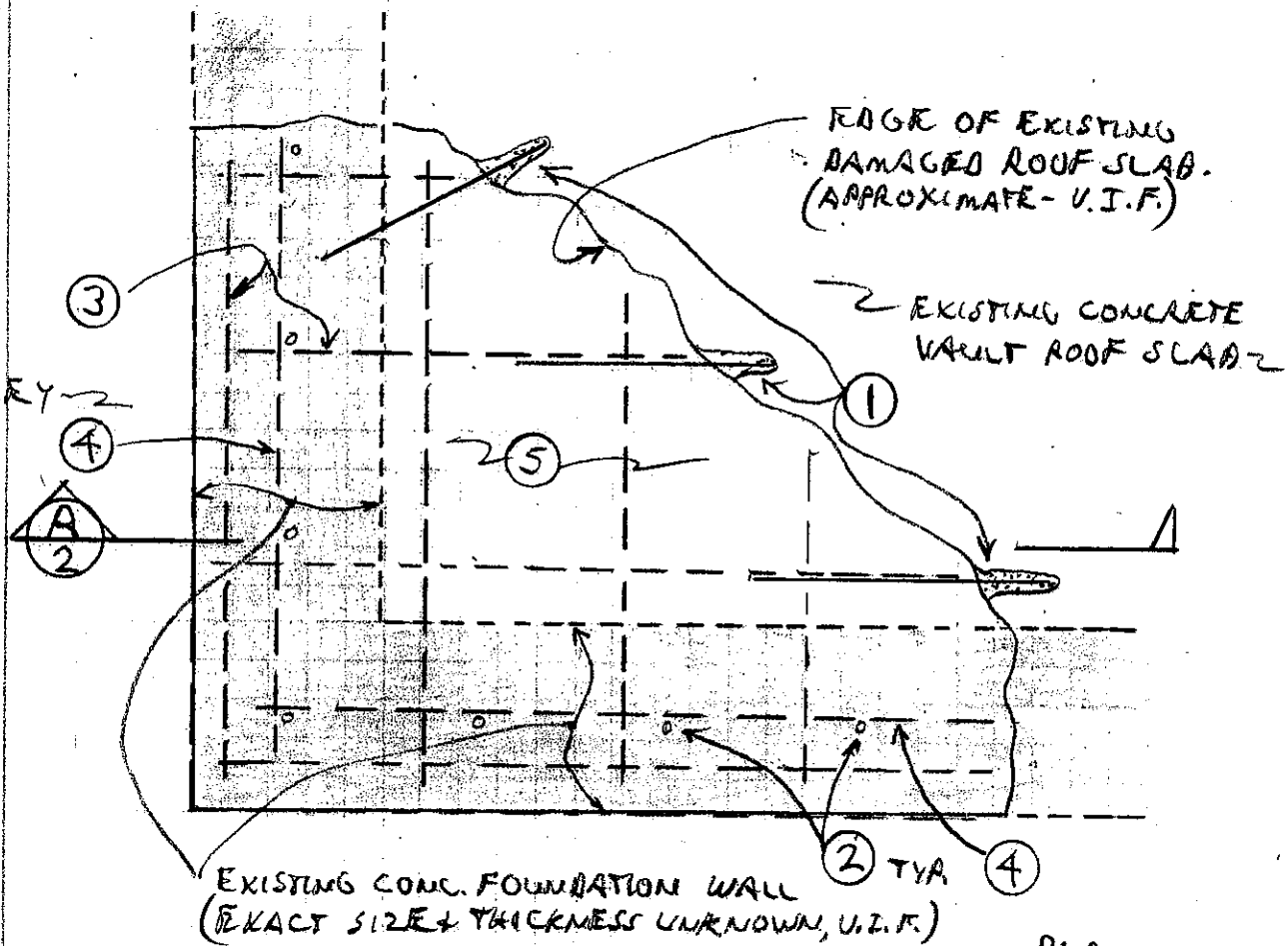
Total \$10,980.00

Total \$40,152.95
 3% Taxes, Bond and Insurance \$1,204.59

Grand Total \$41,357.54

BASEMENT VAULT REPAIR
 BACK OF GRANNY'S ATTIC BLDG. -
 2804 MINNESOTA AVE., BILLINGS, MT

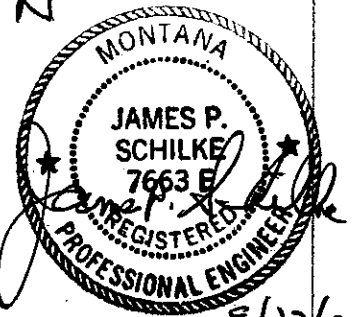
SHT. 1 OF 3



EXISTING CONC. FOUNDATION WALL
 (EXACT SIZE & THICKNESS UNKNOWN, U.I.F.)

PLAN
 DAMAGED CORNER OF VAULT
 N.T.S.

PLAN
 N



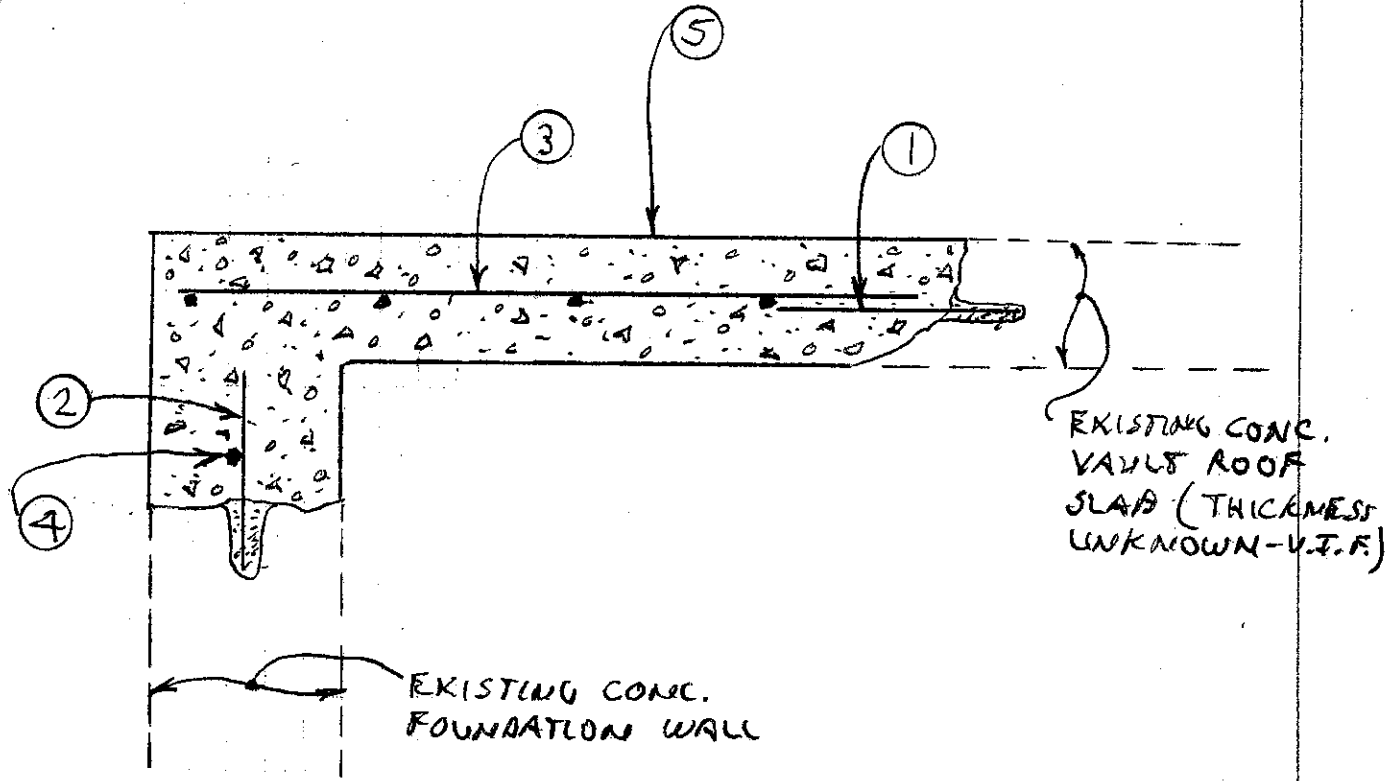
8/22/09

CONSTRUCTION NOTES:

- ① #4 x 1'-4" @ 12" O.C. EMBED 4 1/2" INTO EXIST. CONCRETE SLAB W/ HILTI HIT HY 150 ADHESIVE
- ② #4 x 1'-0" @ 12" O.C. EMBED 4 1/2" INTO EXIST. CONCRETE FOUNDATION WALL W/ HILTI HIT HY 150 ADHESIVE.
- ③ #4 @ 12" O.C. EA. WAY - CENTER IN NEW ROOF SLAB
- ④ #4 - 3" CLR FROM TOP OF EXISTING CONC. WALL
- ⑤ NEW CONCRETE ROOF REPAIR SLAB

2804 MINNESOTA AVE.
BASEMENT VAULT REPAIR

2/3



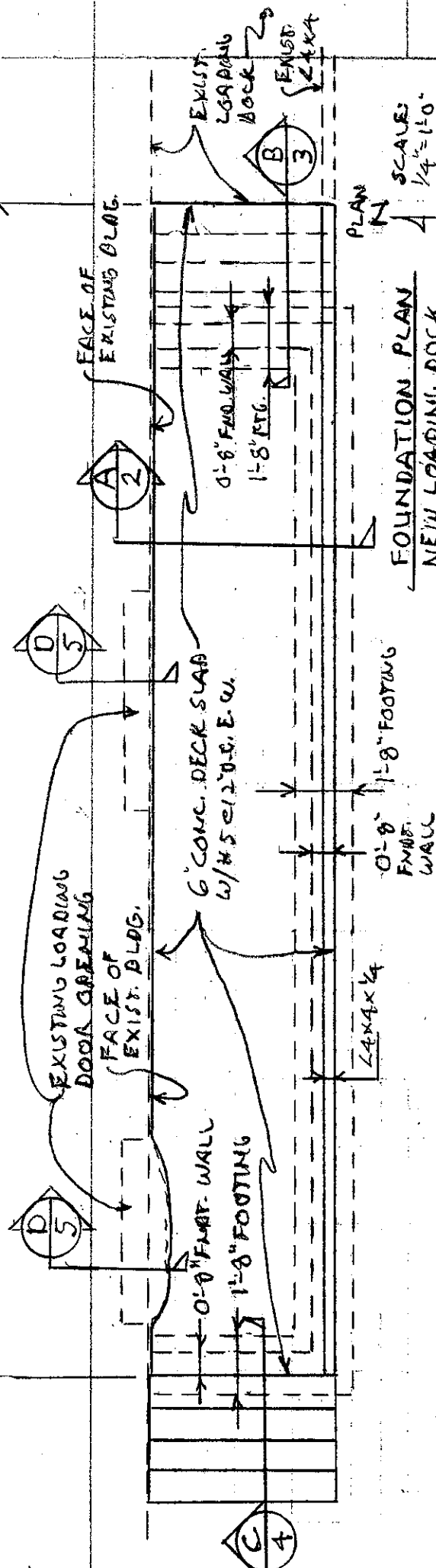
(A) SECTION
2 N.T.S.

BASEMENT VAULT REPAIR BEHIND "GRANNY'S ATTIC" BUILDING
(2804 MINNESOTA AVENUE, BILLINGS, MONTANA)

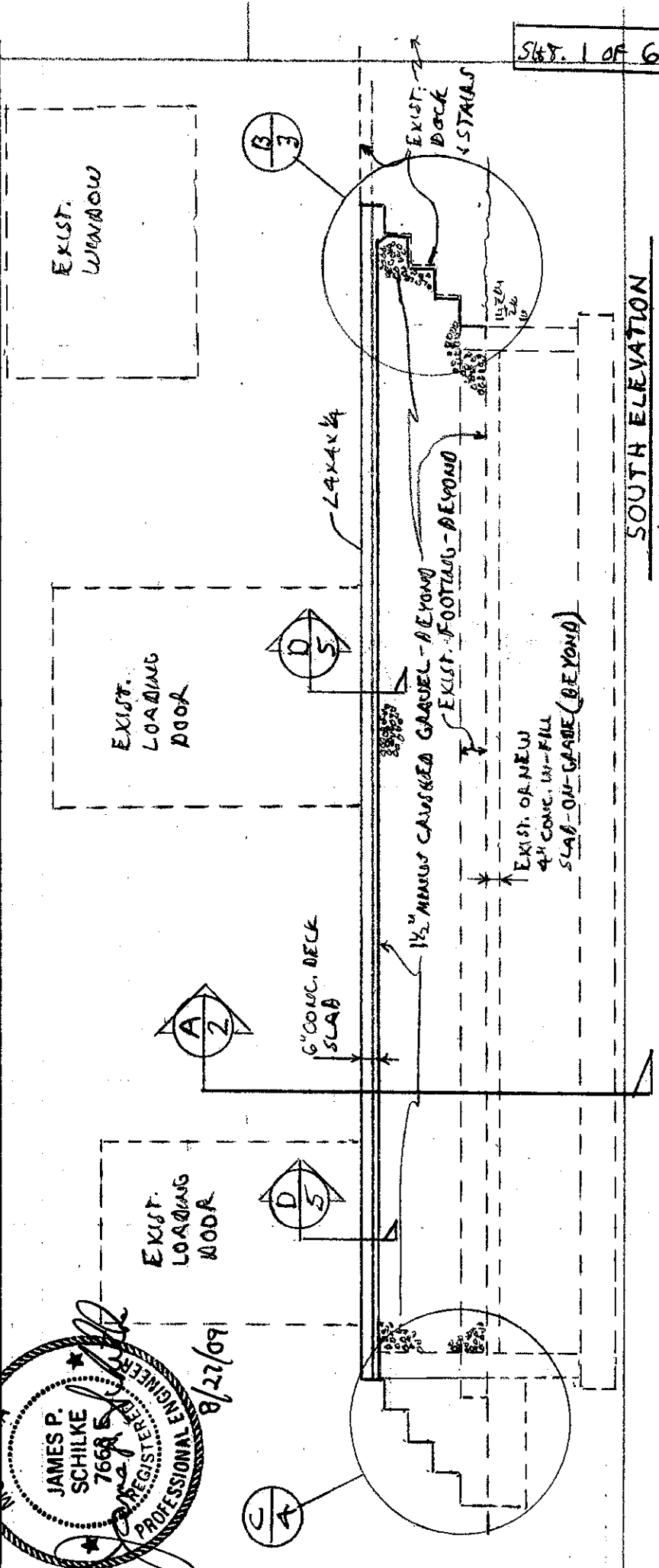
GENERAL STRUCTURAL NOTES

1. CONCRETE: 3500 PSI 28 DAY COMPRESSIVE STRENGTH, 1" MINUS AGGREGATE, MAXIMUM W/C RATIO = 0.50, MAXIMUM SLUMP = 4", AIR ENTRAINMENT = 4% - 6%. SHALL MEET ASTM C150, TYPE II CEMENT.
2. REINFORCING STEEL: ASTM A615, GRADE 60.
3. WHERE NEW REPAIR CONCRETE BUTTS AGAINST EXISTING CONCRETE, A CONCRETE BONDING AGENT SHALL BE USED. USE SIKA ARMATEC 110 EPOCEM OR SIMILAR. CLEAN EXISTING CONCRETE SURFACES AND APPLY AGENT PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
4. CURING OF THE VAULT REPAIR CONCRETE SHALL BE WITH ADEQUATE COVERAGE OF A CURING COMPOUND, OR PLASTIC COVERING, OR WET COVERING. CURING SHALL BE FOR A PERIOD OF AT LEAST 7 DAYS, AND RAPID DRYING OF THE CONCRETE SURFACES AT THE END OF THE CURING PERIOD SHALL BE AVOIDED.

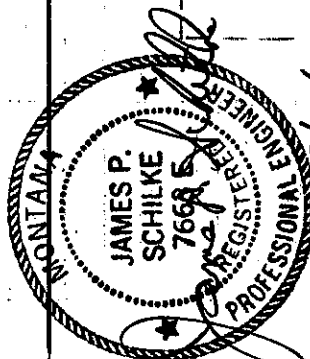
32'-2" ± V.I.F.



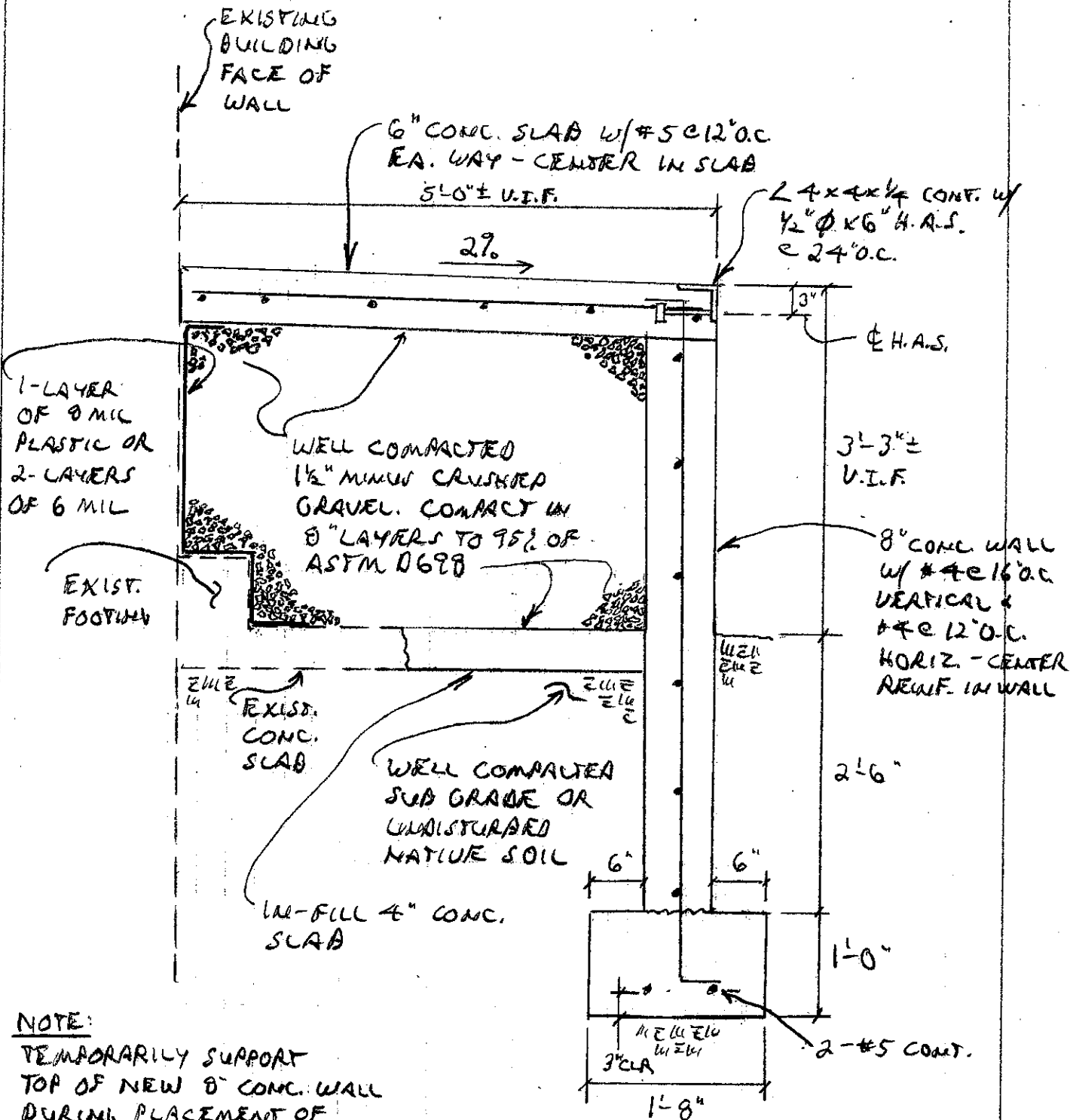
PLAN N
 SCALES
 $\frac{1}{4}'' = 1'-0''$
 FOUNDATION PLAN
 NEW LOADING DOCK
 BEHIND "GRANNYS ATFC", BILLINGS, MT



SOUTH ELEVATION
 $\frac{1}{4}'' = 1'-0''$



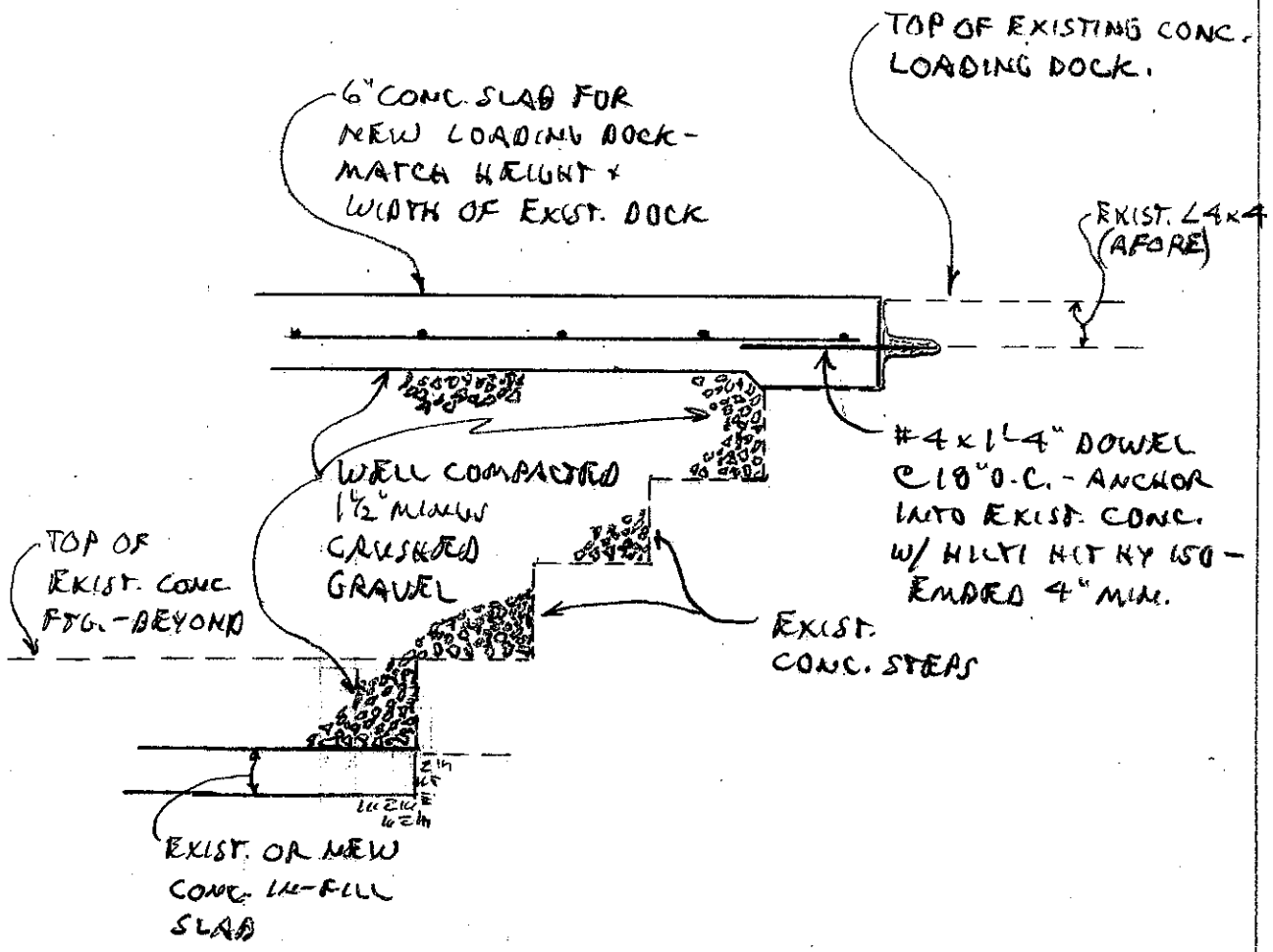
8/27/09



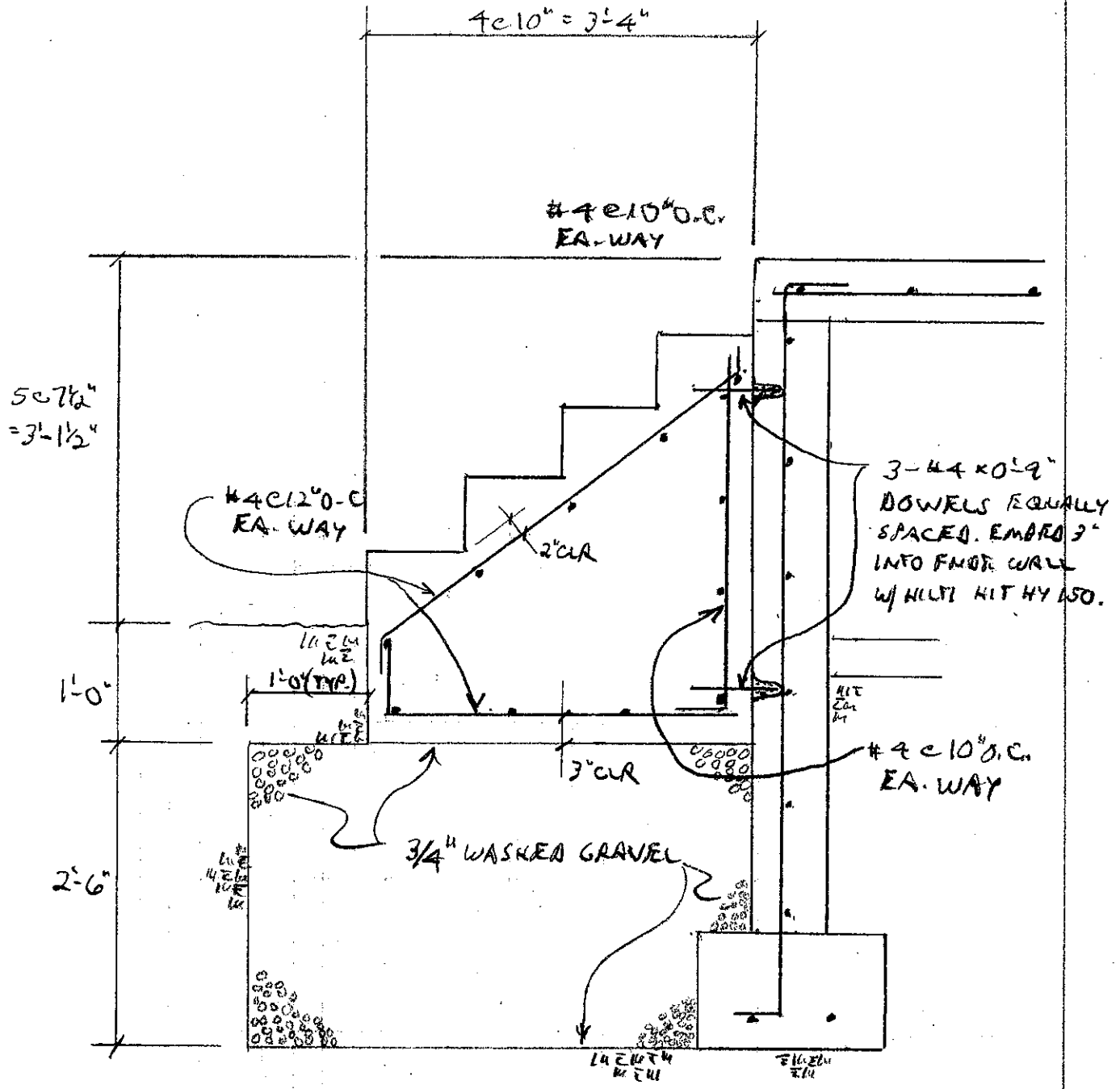
NOTE:

TEMPORARILY SUPPORT TOP OF NEW 8" CONC. WALL DURING PLACEMENT OF 1 1/2" MINUS GRAVEL TO PREVENT WALL FROM PUSHING OUTWARD.

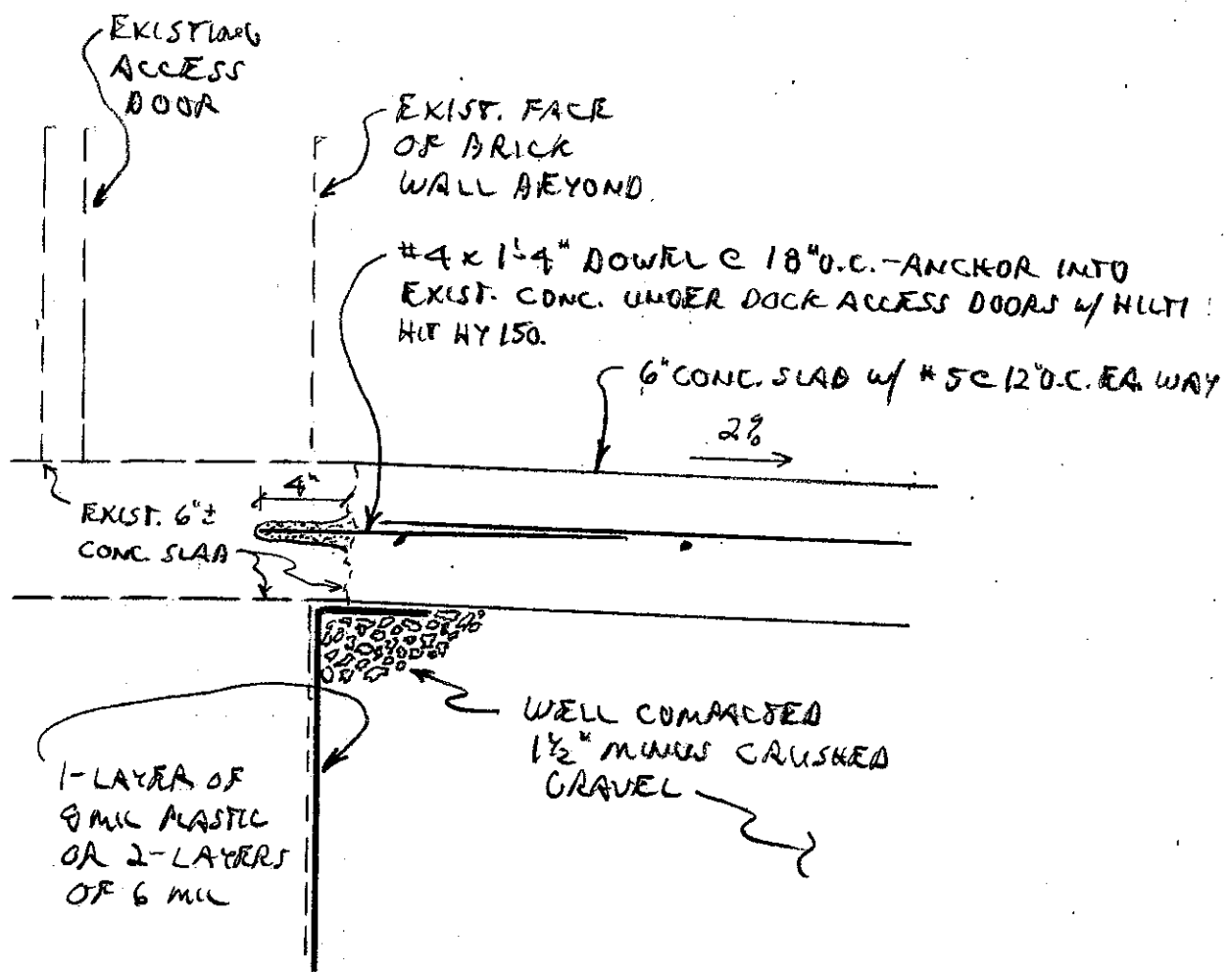
(A) SECTION 2
 3/4" = 1'-0"



(B)
3 SECTION
3/4" = 1'-0"



(C) SECTION
4 3/4" = 1'-0"



SECTION
 1 1/2" = 1'-0"

LOADING DOCK BEHIND "GRANNY'S ATTIC" BUILDING
(2804 MINNESOTA AVENUE, BILLINGS, MONTANA)

GENERAL STRUCTURAL NOTES

1. CONCRETE: 3500 PSI 28 DAY COMPRESSIVE STRENGTH, 1" MINUS AGGREGATE, MAXIMUM W/C RATIO = 0.50, MAXIMUM SLUMP = 4", AIR ENTRAINMENT = 4% - 6%. SHALL MEET ASTM C150, TYPE II CEMENT.
2. REINFORCING STEEL: ASTM A615, GRADE 60.
3. MISCELLANEOUS STEEL: ASTM A36.
4. THE 4 X 4 X 1/4 ANGLE TO BE PLACED ALONG THE EDGE OF THE LOADING DOCK SLAB SHALL BE GALVANIZED.
5. LAP REINFORCING BARS 40 BAR DIAMETERS.
6. STANDARD HOOKS FOR 90 DEGREE BENDS SHALL BE 12 BAR DIAMETERS.
7. CORNER BARS ARE REQUIRED TO MATCH SIZE AND SPACING OF HORIZONTAL REINFORCING AT ALL WALL AND FOOTING CORNERS.
8. PROVIDE CONCRETE TESTING AS REQUIRED BY 2006 IBC SECTION 1905.6.2 AND ACI 318 SECTION 5.6.2, INCLUDING SLUMP, AIR, AND TEMPERATURE AT TIME TEST SPECIMENS ARE TAKEN.
9. CURING OF THE LOADING DOCK EXPOSED SLAB, STAIRS, AND FOUNDATION WALL SHALL BE WITH ADEQUATE COVERAGE OF A CURING COMPOUND, OR PLASTIC COVERING, OR WET COVERING. CURING SHALL BE FOR A PERIOD OF AT LEAST 7 DAYS, AND RAPID DRYING OF THE CONCRETE SURFACES AT THE END OF THE CURING PERIOD SHALL BE AVOIDED.



September 18, 2009

Casey Hanson
Morrison-Maierle, Inc.
315 North 25th Street, Suite 102
Billings, MT 59101

**RE: Summary of Change of Conditions Claim
2008-2009 Water and Sewer Replacement Projects Schedule 1, W.O. 08-01
COP Project No. 09108**

Dear Casey,

Attached are the daily force account sheets for the change of conditions COP Construction has encountered for the above referenced project. Below is the summary for the additional work completed job to date:

7/13/09 to 7/24/09

Labor	\$14,439.64
Equipment	<u>\$19,288.58</u>
Subtotal	\$33,728.22
Subcontractors	\$ 577.50
Materials	\$ 607.20
3% for Taxes, Bond and Insurance	<u>\$ 1,047.38</u>
Total	<u>\$35,960.30</u>

7/27/09 to 7/30/09

Labor	\$ 4,169.24
Equipment	<u>\$ 5,311.28</u>
Subtotal	\$ 9,480.52
Subcontractors	\$ 3,307.50
Materials	\$ 564.42
3% for Taxes, Bond and Insurance	<u>\$ 400.57</u>
Total	<u>\$13,753.01</u>



Page 2
Casey Hanson
Summary of Change of Conditions Claim
9/18/09

8/4/09 to 9/4/09

Labor	\$ 912.29
Equipment	<u>\$ 474.11</u>
Subtotal	\$ 1,386.40
Subcontractors	\$ 1,275.75
Materials	\$ 2,139.60
3% for Taxes, Bond and Insurance	<u>\$ 144.05</u>
Total	<u>\$ 4,945.80</u>

Loading Dock/Vault Repair	1 Lump Sum	<u>\$41,357.00</u>
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Additional Materials/Paving	Labor	\$ 359.88
	Equipment	<u>\$ 270.92</u>
	Subtotal	\$ 630.80
	Subcontractor	\$ 9,585.00
	Materials (11/2" Road Material)	\$ 644.00
	3% for Taxes, Bond and Insurance	<u>\$ 325.79</u>
Total	<u>\$11,185.59</u>	

The lump sum total for all of these items is: **\$107,201.70**. The total number of calendar days we are requesting for this work is 30 days. We are also requesting that 14 calendar days be added for the time Qwest was working in South 27th Street for a total of 44 calendar days. Additional days will be requested to cover the time between today and approval for the work (Concrete Dock/Vault). If you have any questions please give me a call.

Sincerely,

COP Construction LLC



Anthony Gentile
Project Manager

cc: Correspondence File #09108

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11

Date: 7/13/2009 & 7/14/09

Description of work and Location

While installing new MH 09-08 and reconnecting the existing 8" sewer main, the existing soil conditions required addition shoring and safety issues. The existing soil conditions required Northwestern Energy to support two out of the three existing power poles. The existing material was an imported road mix with no compaction.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Superintendent	3.0	\$ 75.00	\$ 225.00
	Operator	6.0	\$ 48.47	\$ 290.82
	Operator	6.0	\$ 48.47	\$ 290.82
	Operator	6.0	\$ 48.47	\$ 290.82
	Laborer	6.0	\$ 37.74	\$ 226.44
	Project Manager	3.0	\$ 91.00	\$ 273.00
	Laborer Foreman	6.0	\$ 40.33	\$ 241.98
				\$ -
				\$ -
				\$ -
			Sub Total	\$ 1,838.88
			Total To date	\$ 1,838.88
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	6.0	\$ 36.25	\$ 217.50
	4X4X10" Suction Hose	6.0	\$ 1.26	\$ 7.56
	308 Excavator	6.0	\$ 126.90	\$ 761.40
	330 Excavator	6.0	\$ 142.31	\$ 853.86
	Bedding Conveyor	6.0	\$ 17.05	\$ 102.30
	8 X 16' Trench Box	6.0	\$ 9.66	\$ 57.96
	20' Conex	6.0	\$ 1.82	\$ 10.92
	Tool Van	6.0	\$ 5.58	\$ 33.48
	Front End Loader	6.0	\$ 67.73	\$ 406.38
				\$ -
			Sub Total	\$ 2,451.36
			Total To date	\$ 2,451.36
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
				\$ -
				\$ -
				\$ -
			Sub Total	\$ -
			Total To date	\$ -
			Today Totals	\$ 4,290.24
			Total To date	\$ 4,290.24

Signature For Whom Work Was Done _____

Signature Of COP Representative _____

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11

Date: 7/14/2009

Description of work and Location

While excavating our trench west of South 28th Street, we encountered a empty tank approximately 36" x 10'. While removing the tank, the soil beneath an existing loading dock began to cave off. We also were required to reconnect a sewer service beneath the dock. The service was encased with concrete. We chased the service as far as we could and reconnected approximately 2' from foundation of Granny's Attic. We will have to replace the existing dock with asphalt.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	4.0	\$ 91.00	\$ 364.00
	Superintendent	4.0	\$ 75.00	\$ 300.00
	Operator	7.0	\$ 48.47	\$ 339.29
	Operator	7.0	\$ 48.47	\$ 339.29
	Operator	7.0	\$ 48.47	\$ 339.29
	Laborer	7.0	\$ 37.74	\$ 264.18
	Laborer Foreman	7.0	\$ 40.33	\$ 282.31
				\$ -
				\$ -
				\$ -
			Sub Total	\$ 2,228.36
			Total To date	\$ 4,067.24

Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	7.0	\$ 36.25	\$ 253.75
	4X4X10" Suction Hose	7.0	\$ 1.26	\$ 8.82
	308 Excavator	7.0	\$ 126.90	\$ 888.30
	330 Excavator	7.0	\$ 142.31	\$ 996.17
	Bedding Conveyor	7.0	\$ 17.05	\$ 119.35
	8 X 16' Trench Box	7.0	\$ 9.66	\$ 67.62
	20' Conex	7.0	\$ 1.82	\$ 12.74
	Tool Van	7.0	\$ 5.58	\$ 39.06
	Skid Steer Loader	7.0	\$ 33.28	\$ 232.96
	70KW Generator	7.0	\$ 13.22	\$ 92.54
	Front End Loader	7.0	\$ 67.73	\$ 474.11
				\$ -
			Sub Total	\$ 3,185.42
			Total To date	\$ 5,636.78

Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
				\$ -
				\$ -
				\$ -
			Sub Total	\$ -
			Total To date	\$ -
			Today Totals	\$ 5,413.78
			Total To date	\$ 5,413.78

Signature For Whom Work Was Done

Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11
 Date: 7/16/2009

Description of work and Location

While excavating through the alley between South 28th and South 29th street, existing clay pipes were found on the north of our trench. Two lines were found and were causing us to lose the entire bank back to the foundation of Granny's Attic. These lines seem not to be in service.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	2.0	\$ 91.00	\$ 182.00
	Superintendent	2.0	\$ 75.00	\$ 150.00
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Laborer	4.0	\$ 37.74	\$ 150.96
	Laborer Foreman	4.0	\$ 40.33	\$ 161.32
				\$ -
				\$ -
				\$ -
			Sub Total	\$ 1,225.92
			Total to date	\$ 5,293.16
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	4.0	\$ 36.25	\$ 145.00
	4X4X10" Suction Hose	4.0	\$ 1.26	\$ 5.04
	308 Excavator	4.0	\$ 126.90	\$ 507.60
	330 Excavator	4.0	\$ 142.31	\$ 569.24
	Bedding Conveyor	4.0	\$ 17.05	\$ 68.20
	8 X 16' Trench Box	4.0	\$ 9.66	\$ 38.64
	20' Conex	4.0	\$ 1.82	\$ 7.28
	Tool Van	4.0	\$ 5.58	\$ 22.32
	Skid Steer Loader	4.0	\$ 33.28	\$ 133.12
	70KW Generator	4.0	\$ 13.22	\$ 52.88
	Front End Loader	4.0	\$ 67.73	\$ 270.92
			Sub Total	\$ 1,820.24
			Total to date	\$ 7,457.02
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
				\$ -
				\$ -
				\$ -
			Sub Total	\$ -
			Total to date	\$ -
			Today Totals	\$ 3,046.16
			Total to date	\$ 8,503.18

Signature For Whom Work Was Done

Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11
 Date: 7/17/2009

Description of work and Location

While excavating through the alley between South 28th and South 29th street, existing clay pipes were found on the north of our trench. Two lines were found and were causing us to lose the entire bank back to the foundation of Granny's Attic. These lines seem not to be in service. There is a transformer along the wall of Granny's Attic. This transformer had to be restrained and addition shoring was required due to the excessive cave off conditions. Northwestern Energy and MDU were both on site for assistance.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	4.0	\$ 91.00	\$ 364.00
	Superintendent	4.0	\$ 75.00	\$ 300.00
	Operator	6.0	\$ 48.47	\$ 290.82
	Operator	6.0	\$ 48.47	\$ 290.82
	Operator	6.0	\$ 48.47	\$ 290.82
	Laborer	6.0	\$ 37.74	\$ 226.44
	Laborer Foreman	6.0	\$ 40.33	\$ 241.98
				\$ -
				\$ -
				\$ -
			Sub Total =	\$ 2,004.88
			Total To date =	\$ 7,298.04
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
	Bypass Pump	6.0	\$ 36.25	\$ 217.50
	4X4X10" Suction Hose	6.0	\$ 1.26	\$ 7.56
	308 Excavator	6.0	\$ 126.90	\$ 761.40
	330 Excavator	6.0	\$ 142.31	\$ 853.86
	Bedding Conveyor	6.0	\$ 17.05	\$ 102.30
	8 X 16' Trench Box	6.0	\$ 9.66	\$ 57.96
	20' Conex	6.0	\$ 1.82	\$ 10.92
	Tool Van	6.0	\$ 5.58	\$ 33.48
	Skid Steer Loader	6.0	\$ 33.28	\$ 199.68
	70KW Generator	6.0	\$ 13.22	\$ 79.32
	Front End Loader	6.0	\$ 67.73	\$ 406.38
			Sub Total =	\$ 2,780.36
			Total To date =	\$ 10,187.38
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
				\$ -
				\$ -
				\$ -
			Sub Total =	\$ -
			Total To date =	\$ -
			Today Totals =	\$ 4,735.24
			Total To date =	\$ 14,922.62

Signature For Whom Work Was Done _____

Signature Of COP Representative _____

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108

Name/Location: Minnesota Ave Sewer at manhole 09-11

Date: 7/20/2009

Description of work and Location

We located sewer services STA 6+70 and STA 6+79 for reconnection. Once the lines were located, tees were installed on the main line. We excavated out for our next set and pulled the box forward. The services were encased with concrete. We broke back the services to clean pipe only to find that they were plugged with concrete near the foundation of building.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	1.0	\$ 91.00	\$ 91.00
	Superintendent	1.0	\$ 75.00	\$ 75.00
	Operator	2.0	\$ 48.47	\$ 96.94
	Operator	2.0	\$ 48.47	\$ 96.94
	Operator	2.0	\$ 48.47	\$ 96.94
	Laborer	2.0	\$ 37.74	\$ 75.48
	Laborer Foreman	2.0	\$ 40.33	\$ 80.66
				\$ -
				\$ -
				\$ -
			Sub Total =	\$ 612.96
			Total To Date =	\$ 7911.00
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	2.0	\$ 36.25	\$ 72.50
	4X4X10" Suction Hose	2.0	\$ 1.26	\$ 2.52
	308 Excavator	2.0	\$ 126.90	\$ 253.80
	330 Excavator	2.0	\$ 142.31	\$ 284.62
	Bedding Conveyor	2.0	\$ 17.05	\$ 34.10
	8 X 16' Trench Box	2.0	\$ 9.66	\$ 19.32
	20' Conex	2.0	\$ 1.82	\$ 3.64
	Tool Van	2.0	\$ 5.58	\$ 11.16
	Skid Steer Loader	2.0	\$ 33.28	\$ 66.56
	70KW Generator	2.0	\$ 13.22	\$ 26.44
	Front End Loader	2.0	\$ 67.73	\$ 135.46
			Sub Total =	\$ 910.12
			Total To Date =	\$ 11097.50
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
				\$ -
				\$ -
				\$ -
			Sub Total =	\$ -
			Total To Date =	\$ -
			Today Totals =	\$ 1523.08
			Total To Date =	\$ 9618.50

Signature For Whom Work Was Done _____

Signature Of COP Representative _____

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11
 Date: 7/21/2009

Description of work and Location

With the cave off issues and existing clay lines that run under the existing docks, it was decided that these docks needed to be removed. A structural engineer was on site and his concerns were forwarded on to MMI

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	4.0	\$ 91.00	\$ 364.00
	Superintendent	4.0	\$ 75.00	\$ 300.00
Bruce Rost	Project Manager	2.0	\$ 91.00	\$ 182.00
	Operator	5.0	\$ 48.47	\$ 242.35
	Operator	5.0	\$ 48.47	\$ 242.35
	Operator	5.0	\$ 48.47	\$ 242.35
	Laborer	5.0	\$ 37.74	\$ 188.70
	Laborer Foreman	5.0	\$ 40.33	\$ 201.65
				\$ -
				\$ -
			Sub Total =	\$ 1,963.40
			Total To date =	\$ 9,874.40
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	5.0	\$ 36.25	\$ 181.25
	4X4X10" Suction Hose	5.0	\$ 1.26	\$ 6.30
	308 Excavator	5.0	\$ 126.90	\$ 634.50
	330 Excavator	5.0	\$ 142.31	\$ 711.55
	Bedding Conveyor	5.0	\$ 17.05	\$ 85.25
	8 X 16' Trench Box	5.0	\$ 9.66	\$ 48.30
	20' Conex	5.0	\$ 1.82	\$ 9.10
	Tool Van	5.0	\$ 5.58	\$ 27.90
	Skid Steer Loader	5.0	\$ 33.28	\$ 166.40
	70KW Generator	5.0	\$ 13.22	\$ 66.10
	Front End Loader	5.0	\$ 67.73	\$ 338.65
			Sub Total =	\$ 2,275.30
			Total To date =	\$ 13,672.80
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Structural Engineer	3.50	Hrs	\$ 84.00	\$ 294.00
				\$ -
				\$ -
			Sub Total =	\$ 294.00
			Total To date =	\$ 294.00
			Today Totals =	\$ 4,532.70

Signature For Whom Work Was Done

Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11
 Date: 7/23/2009

Description of work and Location

Power lines and phone lines not called out on the drawings around South 27th Street. Additional time for dealing with the unknown power and phone lines. Northwestern Energy and Qwest were on site trying to find out what lines were still active and which ones we could cut out. These lines are not on the contract drawings. Also hauled off concrete from alley that contained rebar. No concrete was shown on drawings under existing asphalt.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	4.0	\$ 91.00	\$ 364.00
	Superintendent	4.0	\$ 75.00	\$ 300.00
	Operator	5.0	\$ 48.47	\$ 242.35
	Operator	5.0	\$ 48.47	\$ 242.35
	Operator	5.0	\$ 48.47	\$ 242.35
	Laborer	5.0	\$ 37.74	\$ 188.70
	Laborer Foreman	5.0	\$ 40.33	\$ 201.65
				\$ -
				\$ -
				\$ -
			Sub Total=	\$ 1,781.40
			Total to date=	\$ 1,655.80
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	5.0	\$ 36.25	\$ 181.25
	4X4X10" Suction Hose	5.0	\$ 1.26	\$ 6.30
	308 Excavator	5.0	\$ 126.90	\$ 634.50
	330 Excavator	5.0	\$ 142.31	\$ 711.55
	Bedding Conveyor	5.0	\$ 17.05	\$ 85.25
	8 X 16' Trench Box	5.0	\$ 9.66	\$ 48.30
	20' Conex	5.0	\$ 1.82	\$ 9.10
	Tool Van	5.0	\$ 5.58	\$ 27.90
	Skid Steer Loader	5.0	\$ 33.28	\$ 166.40
	70KW Generator	5.0	\$ 13.22	\$ 66.10
	Front End Loader	5.0	\$ 67.73	\$ 338.65
			Sub total=	\$ 2,275.30
			Total to date=	\$ 1,648.10
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Neibaur Trucking	3.00	hrs	\$ 94.50	\$ 283.50
Land Fill Fee	42.24	Tons	\$ 14.38	\$ 607.20
				\$ -
			Sub total=	\$ 890.70
			Total to date=	\$ 1,184.70
			Today Totals=	\$ 4,947.40
			Total to date=	\$ 2,889.60

Signature For Whom Work Was Done _____

Signature Of COP Representative _____

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11
 Date: 7/24/2009

Description of work and Location

Power lines and phone lines that were not called out on the drawings around South 27th Street. Additional time for dealing with the unknown power and phone lines. Northwestern Energy and Qwest were on site trying to find out what lines were still active and which ones we could cut out. These lines are not on the contract drawings.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	2.0	\$ 91.00	\$ 182.00
	Superintendent	2.0	\$ 75.00	\$ 150.00
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Laborer	4.0	\$ 37.74	\$ 150.96
	Laborer Foreman	4.0	\$ 40.33	\$ 161.32
				\$ -
				\$ -
				\$ -
			Sub Total =	\$ 1,225.92
			Total to date =	\$ 12,881.72
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
	Bypass Pump	4.0	\$ 36.25	\$ 145.00
	4X4X10" Suction Hose	4.0	\$ 1.26	\$ 5.04
	308 Excavator	4.0	\$ 126.90	\$ 507.60
	330 Excavator	4.0	\$ 142.31	\$ 569.24
	Bedding Conveyor	4.0	\$ 17.05	\$ 68.20
	8 X 16' Trench Box	4.0	\$ 9.66	\$ 38.64
	20' Conex	4.0	\$ 1.82	\$ 7.28
	Tool Van	4.0	\$ 5.58	\$ 22.32
	Skid Steer Loader	4.0	\$ 33.28	\$ 133.12
	70KW Generator	4.0	\$ 13.22	\$ 52.88
	Front End Loader	4.0	\$ 67.73	\$ 270.92
			Sub Total =	\$ 1,820.24
			Total to date =	\$ 17,468.34
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
				\$ -
				\$ -
				\$ -
			Sub Total =	\$ -
			Total to date =	\$ 1,184.70
			Today Totals =	\$ 3,046.16
			Total to date =	\$ 20,700.16

Signature For Whom Work Was Done _____

Signature Of COP Representative _____

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Minnesota Ave Sewer at manhole 09-11
 Date: 7/24/2009

Description of work and Location

While excavating for the new 12" sewer main approximately 20' to the west of new MH 09-12, we hit and broke a portion of an existing concrete structure. This foundation was approximately 9' off the the exterior building wall. MMI and the City were on site to evaluate the existing concrete structure. We shutdown our main line operation and started to set up our temporary reconnects to the existing sewer main.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	4.0	\$ 91.00	\$ 364.00
	Superintendent	4.0	\$ 75.00	\$ 300.00
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Laborer	4.0	\$ 37.74	\$ 150.96
	Laborer Foreman	4.0	\$ 40.33	\$ 161.32
				\$ -
				\$ -
				\$ -
			Sub Total	\$ 1,557.92
			Total To date	\$ 14,439.64
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
	Bypass Pump	4.0	\$ 36.25	\$ 145.00
	4X4X10" Suction Hose	4.0	\$ 1.26	\$ 5.04
	308 Excavator	4.0	\$ 126.90	\$ 507.60
	330 Excavator	4.0	\$ 142.31	\$ 569.24
	Bedding Conveyor	4.0	\$ 17.05	\$ 68.20
	8 X 16' Trench Box	4.0	\$ 9.66	\$ 38.64
	20' Conex	4.0	\$ 1.82	\$ 7.28
	Tool Van	4.0	\$ 5.58	\$ 22.32
	Skid Steer Loader	4.0	\$ 33.28	\$ 133.12
	70KW Generator	4.0	\$ 13.22	\$ 52.88
	Front End Loader	4.0	\$ 67.73	\$ 270.92
			Sub Total	\$ 1,820.24
			Total To date	\$ 19,288.58
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
				\$ -
				\$ -
				\$ -
			Sub Total	\$ -
			Total To date	\$ 1,820.24
			Today Totals	\$ 3,378.16
			Total To date	\$ 18,910.42

Signature For Whom Work Was Done _____

Signature Of COP Representative _____

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: South 27th Street

Date: 7/27/2009

Description of work and Location

Working around the phone line that runs through our trench from the South East to the North East. This line was not called out on the drawings. Trucking is required due to not being able to backcast for backfill.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Superintendent	3.0	\$ 75.00	\$ 225.00
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Operator	4.0	\$ 48.47	\$ 193.88
	Laborer	4.0	\$ 37.74	\$ 150.96
	Project Manager	1.0	\$ 91.00	\$ 91.00
	Laborer Foreman	4.0	\$ 40.33	\$ 161.32
				\$ -
				\$ -
				\$ -
			Sub Total =	\$ 1,209.92
			Total To date =	\$ 1,209.92
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
	Bypass Pump	4.0	\$ 36.25	\$ 145.00
	4X4X10" Suction Hose	4.0	\$ 1.26	\$ 5.04
	308 Excavator	4.0	\$ 126.90	\$ 507.60
	330 Excavator	4.0	\$ 142.31	\$ 569.24
	Bedding Conveyor	4.0	\$ 17.05	\$ 68.20
	8 X 16' Trench Box	4.0	\$ 9.66	\$ 38.64
	20' Conex	4.0	\$ 1.82	\$ 7.28
	Tool Van	4.0	\$ 5.58	\$ 22.32
	Front End Loader	4.0	\$ 67.73	\$ 270.92
				\$ -
			Sub Total =	\$ 1,634.24
			Total To date =	\$ 1,634.24
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Neibauer Trucking	9.00	hr	\$ 94.50	\$ 850.50
				\$ -
				\$ -
			Sub Total =	\$ 850.50
			Total To date =	\$ 850.50
			Today Totals =	\$ 3,694.66
			Total To date =	\$ 3,694.66

Signature For Whom Work Was Done

Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: South 27th Street
 Date: 7/28/2009

Description of work and Location

Working around the phone line that runs through our trench from the South East to the North East. This line was not called out on the drawings. Trucking is required due to not being able to backcast for backfill.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	1.0	\$ 91.00	\$ 91.00
	Superintendent	3.0	\$ 75.00	\$ 225.00
	Operator	3.0	\$ 48.47	\$ 145.41
	Operator	3.0	\$ 48.47	\$ 145.41
	Operator	3.0	\$ 48.47	\$ 145.41
	Laborer	3.0	\$ 37.74	\$ 113.22
	Laborer Foreman	3.0	\$ 40.33	\$ 120.99
				\$ -
				\$ -
				\$ -
			Sub Total =	\$ 986.44
			Total To date =	\$ 2,496.36
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
	Bypass Pump	3.0	\$ 36.25	\$ 108.75
	4X4X10" Suction Hose	3.0	\$ 1.26	\$ 3.78
	308 Excavator	3.0	\$ 126.90	\$ 380.70
	330 Excavator	3.0	\$ 142.31	\$ 426.93
	Bedding Conveyor	3.0	\$ 17.05	\$ 51.15
	8 X 16' Trench Box	3.0	\$ 9.66	\$ 28.98
	20' Conex	3.0	\$ 1.82	\$ 5.46
	Tool Van	3.0	\$ 5.58	\$ 16.74
	Front End Loader	3.0	\$ 67.73	\$ 203.19
				\$ -
			Sub Total =	\$ 1,225.68
			Total To date =	\$ 2,359.92
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Neibauer Trucking	9.00	hr	\$ 94.50	\$ 850.50
Landfill Charges	39.25	Ton	\$ 14.38	\$ 564.42
				\$ -
			Sub Total =	\$ 1,414.92
			Total To date =	\$ 2,265.42
			Today Totals =	\$ 3,627.04
			Total To date =	\$ 3,717.00

Signature For Whom Work Was Done

Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108

Name/Location: South 27th Street

Date: 7/29/2009

Description of work and Location

Working around the phone line that runs through our trench from the South East to the North East. This line was not called out on the drawings. Trucking is required due to not being able to backcast for backfill.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	1.0	\$ 91.00	\$ 91.00
	Superintendent	3.0	\$ 75.00	\$ 225.00
	Operator	3.0	\$ 48.47	\$ 145.41
	Operator	3.0	\$ 48.47	\$ 145.41
	Operator	3.0	\$ 48.47	\$ 145.41
	Laborer	3.0	\$ 37.74	\$ 113.22
	Laborer Foreman	3.0	\$ 40.33	\$ 120.99
				\$ -
				\$ -
				\$ -
			Sub Total =	\$ 986.44
			Total To date =	\$ 3,182.80
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	3.0	\$ 36.25	\$ 108.75
	4X4X10" Suction Hose	3.0	\$ 1.26	\$ 3.78
	308 Excavator	3.0	\$ 126.90	\$ 380.70
	330 Excavator	3.0	\$ 142.31	\$ 426.93
	Bedding Conveyor	3.0	\$ 17.05	\$ 51.15
	8 X 16' Trench Box	3.0	\$ 9.66	\$ 28.98
	20' Conex	3.0	\$ 1.82	\$ 5.46
	Tool Van	3.0	\$ 5.58	\$ 16.74
	Front End Loader	3.0	\$ 67.73	\$ 203.19
			Sub Total =	\$ 1,225.68
			Total To date =	\$ 4,085.60
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Neilbauer Trucking	8.00	hr	\$ 94.50	\$ 756.00
				\$ -
				\$ -
			Sub Total =	\$ 756.00
			Total To date =	\$ 3,021.42
			Today Totals =	\$ 2,968.12
			Total To date =	\$ 10,289.32

Signature For Whom Work Was Done

Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: South 27th Street

Date: 7/30/2009

Description of work and Location

Working around the phone line that runs through our trench from the South East to the North East. This line was not called out on the drawings. Trucking is required due to not being able to backcast for backfill.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Project Manager	1.0	\$ 91.00	\$ 91.00
	Superintendent	3.0	\$ 75.00	\$ 225.00
	Operator	3.0	\$ 48.47	\$ 145.41
	Operator	3.0	\$ 48.47	\$ 145.41
	Operator	3.0	\$ 48.47	\$ 145.41
	Laborer	3.0	\$ 37.74	\$ 113.22
	Laborer Foreman	3.0	\$ 40.33	\$ 120.99
				\$ -
				\$ -
				\$ -
Sub Total =				\$ 986.44
Total To date =				\$ 4,169.24
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
				\$ -
	Bypass Pump	3.0	\$ 36.25	\$ 108.75
	4X4X10" Suction Hose	3.0	\$ 1.26	\$ 3.78
	308 Excavator	3.0	\$ 126.90	\$ 380.70
	330 Excavator	3.0	\$ 142.31	\$ 426.93
	Bedding Conveyor	3.0	\$ 17.05	\$ 51.15
	8 X 16' Trench Box	3.0	\$ 9.66	\$ 28.98
	20' Conex	3.0	\$ 1.82	\$ 5.46
	Tool Van	3.0	\$ 5.58	\$ 16.74
	Front End Loader	3.0	\$ 67.73	\$ 203.19
				\$ -
Sub Total =				\$ 225.68
Total To date =				\$ 5,311.28
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Neibauer Trucking	9.00	Hr	\$ 94.50	\$ 850.50
				\$ -
				\$ -
Sub Total =				\$ 850.50
Total To date =				\$ 3,871.92
Today Totals =				\$ 3,062.62
Total To date =				\$ 6,524.14

Signature For Whom Work Was Done

Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Haul off Concrete from Alley
 Date: 8/4/2009

Description of work and Location

While excavating in the alleys, COP removed concrete below the existing asphalt. The concrete contained rebar and had to be hauled to the landfill.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Superintendent	1.0	\$ 75.00	\$ 75.00
	Operator	2.0	\$ 48.47	\$ 96.94
	Project Manager	1.0	\$ 91.00	\$ 91.00
				\$ -
				\$ -
				\$ -
			Sub Total =	\$ 262.94
			Total To date =	\$ 262.94
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
	Front End Loader	2.0	\$ 67.73	\$ 135.46
				\$ -
				\$ -
			Sub Total =	\$ 135.46
			Total To date =	\$ 135.46
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Neibauer Trucking	5.00	hr	\$ 94.50	\$ 472.50
Landfill Fees	52.92	Ton	\$ 14.38	\$ 760.99
				\$ -
			Sub Total =	\$ 1,233.49
			Total To date =	\$ 1,233.49
			Today Totals =	\$ 1,631.89
			Total To date =	\$ 1,631.89

Signature For Whom Work Was Done

Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Haul off Concrete from Alley/Road
 Date: 8/20/2009

Description of work and Location

While excavating in the alleys and roads, COP removed concrete below the existing asphalt. The concrete contained rebar and had to be hauled to the landfill.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Superintendent	2.0	\$ 75.00	\$ 150.00
	Operator	4.0	\$ 48.47	\$ 193.88
	Project Manager	1.0	\$ 91.00	\$ 91.00
				\$ -
				\$ -
				\$ -
			Sub Total =	\$ 434.88
			Total To date =	\$ 434.88
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
	Front End Loader	4.0	\$ 67.73	\$ 270.92
				\$ -
				\$ -
			Sub Total =	\$ 270.92
			Total To date =	\$ 270.92
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Neibauer Trucking	6.50	hr	\$ 94.50	\$ 614.25
Landfill Fees	79.40	Ton	\$ 14.38	\$ 1,141.77
				\$ -
			Sub Total =	\$ 1,756.02
			Total To date =	\$ 1,756.02
			Today Totals =	\$ 2,461.82
			Total To date =	\$ 2,461.82

Signature For Whom Work Was Done

Signature Of COP Representative

COP Construction LLC "Extra Work Report"

2008-2009 City of Billings Water & Sewer Replacement Project - Schedule 1

Job Number: 09108 Name/Location: Haul off Concrete from Alley/Road
 Date: 9/3/2009

Description of work and Location

While excavating in the alleys and roads, COP removed concrete below the existing asphalt. The concrete contained rebar and had to be hauled to the landfill.

Labor Used				
Name:	Classification:	Hours Worked:	Rate Of Pay:	Total:
	Superintendent	1.0	\$ 75.00	\$ 75.00
	Operator	1.0	\$ 48.47	\$ 48.47
	Project Manager	1.0	\$ 91.00	\$ 91.00
				\$ -
				\$ -
				\$ -
			Sub Total =	\$ 214.47
			Total To date =	\$ 214.47
Equipment Used				
Equipment #:	Description:	Hours Worked:	Pay Rate:	Total:
	Front End Loader	1.0	\$ 67.73	\$ 67.73
				\$ -
				\$ -
			Sub Total =	\$ 67.73
			Total To date =	\$ 67.73
Materials Used				
Material:	Amount Used:	Unit:	Rate:	Total:
Neibauer Trucking	2.00	hr	\$ 94.50	\$ 189.00
Landfill Fees	16.47	Ton	\$ 14.38	\$ 236.84
				\$ -
			Sub Total =	\$ 425.84
			Total To date =	\$ 425.84
			Today Totals =	\$ 708.04
			Total To date =	\$ 708.04

Signature For Whom Work Was Done _____

Signature Of COP Representative _____

**COP CONSTRUCTION LLC
WAGE RATE SHEET FOR CHANGE ORDER WORK**

PROJECT: 09108&09109 Rehab Sch I & III
CLASSIFICATION: HEAVY
WAGE DATE: 12/12/2008 MT20080001 MT1
ZONE: 1 \$ -

*With Vehicle
@ 9.00 HR*

40 HR WK	45 HR WK	50 HR WK
Billing	Billing	Billing
Rate	Rate	Rate



PROJECT MANAGEMENT

Project Manager	91.00	91.00	91.00
Superintendent	75.00	75.00	75.00
Safety Director	67.00	67.00	67.00
Project Engineer	70.00	70.00	70.00

CARPENTERS

Journeyman	43.94	45.79	47.31
Carpenter Foreman	46.30	48.28	49.91

LABORER

Group 1	30.35	31.61	32.64
Group 2	34.76	36.29	37.49
Group 3	34.99	36.52	37.74
Foreman Group 3 Class 3	37.34	39.01	40.33

OPERATORS

Group 1	44.17	46.10	47.68
Group 2	44.88	46.87	48.47
Group 3	45.53	47.56	49.17
Group 4	46.56	48.65	50.32
Group 5	47.35	49.48	51.20
Group 6	49.06	51.30	53.08
Group 6 Special	50.62	56.09	54.82
Group 6 Lattice Boom	53.62	56.09	58.10
Group 7	49.86	52.13	53.95
Foreman Group 2 Class 3	47.24	49.39	51.09

TEAMSTER

Group 1	28.65	29.77	30.72
Group 2	36.01	37.58	38.84

Distribution: Project Manager

CHANGE ORDER RATES

PROJECT:

50 HOUR WORK WEEK

	Rate or Hours	CARPENTER		LABORERS										
		Journeyman	Foreman	GROUP 1	GROUP 2	GROUP 3	LF33	GROUP 1	GROUP 2	GROUP 3	GROUP 4			
STRAIGHT TIME														
Base Wage for Regular time	21.50	23.00	14.60	17.42	17.56	19.06	21.52	21.99	22.39	23.05				
Hours	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Straight Time Dollars	860.00	920.00	584.00	696.80	702.40	762.40	860.80	879.60	895.60	922.00				
OVERTIME														
Overtime rate (time & one-half)	32.25	34.50	21.90	26.13	26.34	28.59	32.28	32.99	33.59	34.58				
Overtime Hours	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Overtime Dollars	322.50	345.00	219.00	261.30	263.40	285.90	322.80	329.90	335.90	345.80				
Total Dollars Paid (str time & OT)	1,182.50	1,265.00	803.00	958.10	965.80	1,048.30	1,183.60	1,209.50	1,231.50	1,267.80				
Weighted Avg Hourly rate on 50 hrs	23.65	25.30	16.06	19.16	19.32	20.97	23.67	24.19	24.63	25.36				
Burden														
Fringes	8.90	8.90	6.47	6.47	6.47	6.47	6.90	6.90	6.90	6.90	6.90	6.90	6.90	6.90
Payroll Burden spread over 40 hrs														
Small Tools & Consumables	10.00%	2.37	2.53	1.61	1.92	1.93	2.10	2.37	2.42	2.46	2.54	2.54	2.54	2.54
FICA & Medicare	7.65%	1.81	1.94	1.23	1.47	1.48	1.60	1.81	1.85	1.88	1.94	1.94	1.94	1.94
SUTA	4.30%	1.02	1.09	0.69	0.82	0.83	0.90	1.02	1.04	1.06	1.09	1.09	1.09	1.09
FUTA	0.80%	0.19	0.20	0.13	0.15	0.15	0.17	0.19	0.19	0.20	0.20	0.20	0.20	0.20
Work COMP	5.50%	1.30	1.39	0.88	1.05	1.06	1.15	1.30	1.33	1.35	1.39	1.39	1.39	1.39
General Liability	6.15%	1.45	1.56	0.99	1.18	1.19	1.29	1.46	1.49	1.51	1.56	1.56	1.56	1.56
Umbrella	2.00%	0.47	0.51	0.32	0.38	0.39	0.42	0.47	0.48	0.49	0.51	0.51	0.51	0.51
Subtotal Payroll Burden	8.61	9.22	5.85	6.97	7.03	7.63	8.62	8.80	8.95	9.23				
Total Fringe & Burden	17.51	18.12	12.32	13.44	13.50	14.10	15.52	15.70	15.85	16.13				
Total Wages & Burden	41.16	43.42	28.38	32.60	32.82	35.07	39.19	39.89	40.48	41.49				
Markup	15.00%	6.17	6.51	4.26	4.89	4.92	5.26	5.88	5.98	6.07	6.22	6.22	6.22	6.22
BILLING RATE	47.33	49.93	32.64	37.49	37.74	40.33	45.07	45.87	46.55	47.71				

CHANGE ORDER RATES

PROJECT:

50 HOUR WORK WEEK

	Rate or Hours	OPERATORS						TEAMSTERS	
		GROUP 5	GROUP 6	Special GROUP 6	Lattice Boom GROUP 6	GROUP 7	OF23	GROUP 1	GROUP 2
STRAIGHT TIME									
Base Wage for Regular time	23.55	24.65	25.65	28.50	25.15	23.49	13.30	18.00	
Hours	40	40	40	40	40	40	40	40	
Straight Time Dollars	942.00	986.00	1,026.00	1,140.00	1,006.00	939.60	532.00	720.00	
OVERTIME									
Overtime rate (time & one-half)	35.33	36.98	38.48	42.75	37.73	35.24	19.95	27.00	
Overtime Hours	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	
Overtime Dollars	353.30	369.80	384.80	427.50	377.30	352.40	199.50	270.00	
Total Dollars Paid (str time & OT)	1,295.30	1,355.80	1,410.80	1,567.50	1,383.30	1,292.00	731.50	990.00	
Weighted Avg Hourly rate on 50 hrs	25.91	27.12	28.22	31.35	27.67	25.84	14.63	19.80	
Burden									
Fringes	6.90	6.90	6.90	6.90	6.90	6.90	6.76	6.76	
Payroll Burden spread over 40 hrs									
Small Tools & Consumables	10.00%	2.59	2.71	2.82	3.14	2.77	2.58	1.46	
FICA & Medicare	7.65%	1.98	2.07	2.16	2.40	2.12	1.98	1.12	
SUTA	4.30%	1.11	1.17	1.21	1.35	1.19	1.11	0.63	
FUTA	0.80%	0.21	0.22	0.23	0.25	0.22	0.21	0.12	
Work COMP	5.50%	1.43	1.49	1.55	1.72	1.52	1.42	0.80	
General Liability	6.15%	1.59	1.67	1.74	1.93	1.70	1.59	0.90	
Umbrella	2.00%	0.52	0.54	0.56	0.63	0.55	0.52	0.29	
Subtotal Payroll Burden	9.43	9.87	10.27	11.42	10.07	9.41	5.32	7.21	
Total Fringe & Burden	16.33	16.77	17.17	18.32	16.97	16.31	12.08	13.97	
Total Wages & Burden	42.24	43.89	45.39	49.67	44.64	42.15	26.71	33.77	
Markup	15.00%	6.34	6.58	6.81	7.45	6.70	4.01	5.07	
BILLING RATE	48.58	50.47	52.20	57.12	51.34	48.47	30.72	38.84	



May 18, 2009

Casey Hanson
Morrison – Maierle, Inc.
315 North 25th Street, Suite 102
Billings, MT 59101

**RE: Schedule of Hourly Blue Book Equipment Rates
2008 – 2009 Water and Sewer Replacement, W.O. 08-01, Schedule 1
COP Project No. 09108**

Dear Casey:

Please find attached a schedule of hourly Blue Book Equipment Rates for the above reference project.

If you have any questions, please feel free to give me a call.

Sincerely,

COP Construction LLC

A handwritten signature in black ink, appearing to read "Anthony Gentile", with a long horizontal flourish extending to the right.

Anthony Gentile
Project Manager

AG:dm

Attachment

cc: Correspondence File #09108



Schedule of Hourly Blue Book Equipment Rates

COP Construction LLC (Job #09108)

2008-2009 Billings Rehab - Schedule I

Piece	Hourly Equipment Rate (Ownership and Operated)
Komatsu PC400 excavator	\$ 200.67
Caterpillar 330 excavator	\$ 142.31
Komatsu PC300 excavator	\$ 134.56
Komatsu PC308 excavator	\$ 126.90
Caterpillar 950 Loader	\$ 66.05
Komatsu 380 Loader	\$ 67.73
Crew Pickup	\$ 18.96
Fuel truck	\$ 40.00
25 kW Generator	\$ 13.22
Bobcat	\$ 33.28
4000 gal water truck	\$ 58.54
Transport and trailer	\$ 60.00
Smooth drum roller	\$ 27.00
Piece	Hourly Equipment Rate (Ownership and Operated)
20' Conex	\$ 1.82
Tool van	\$ 5.58
5th wheel trailer (two axle)	\$ 6.08
8 x 20 trench box	\$ 10.23
8 x 16 trench box	\$ 9.66
8 x 8 service trench box	\$ 4.66
Bedding box (5yd)	\$ 2.84
Bedding box (7yd)	\$ 3.98
Bedding box (9yd)	\$ 5.11
185 cfm compressor	\$ 18.71
Light plant	\$ 9.77
Bedding Conveyor	\$ 17.05



October 19, 2009

Casey Hanson
Morrison - Maierle, Inc.
315 North 25th Street, Suite 102
Billings, MT 59101

**RE: Claim Settlement Letter
2008 – 2009 Water and Sewer Replacement Project Schedule 1, W.O. 08-01
COP Project No. 09108**

Dear Casey,

The letter dated September 18, 2009, Summary of Change of Conditions Claim, with a lump sum price of \$107,201.70 settles all claims relative to the issue. Please let me know if you have any questions.

Sincerely,

COP Construction LLC

A handwritten signature in black ink, appearing to read "Anthony Gentile", written over a white background.

Anthony Gentile
Project Manager

cc: Correspondence File #09108
Contract Documents File #09108





October 19, 2009

Casey Hanson
Morrison - Maierle, Inc.
315 North 25th Street, Suite 102
Billings, MT 59101

RE: Breakdown of Additional Paving Cost - Claim
2008 - 2009 Water and Sewer Replacement Project Schedule 1, W.O. 08-01
COP Project No. 09108

Dear Casey,

Below is the additional asphalt paving breakdown:

Additional Paving on 27th	Subcontractors	\$ 6,400.00
	5% Markup	\$ 320.00
	TOTAL	\$ 6,720.00
Additional Paving Alley	Subcontractors	\$ 2,729.00
	5% Markup	\$ 136.00
	TOTAL	\$ 2,865.00

The total lump sum amount for additional paving is **\$9,585.00**.

Sincerely,

COP Construction LLC

A handwritten signature in black ink, appearing to read "Anthony Gentile", with a long horizontal stroke extending to the right.

Anthony Gentile
Project Manager

cc: Correspondence File #09108



Date: 11/09/2009

TITLE: W.O. 04-12—Alkali Creek Road Improvements, Professional Services Contract with Kadrmas, Lee & Jackson, Inc.—Amendment No. 8

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The City of Billings and Kadrmas, Lee & Jackson, Inc. (KLJ) agreed to a Professional Services Contract on April 26, 2004, to cover the design of reconstruction of Alkali Creek Road between Senators Blvd. and Airport Road. Subsequent amendments were passed to encompass different phases of the project (W.O. 04-12). Amendment 7, approved June 8, 2009, covered the Professional Service fees for the relocation of the Alkali Creek stream channel, the corresponding slope work required due to existing slope stability problems, and associated road improvements.

To proceed with W.O. 04-12, approval and a permit is needed from the US Army Corps of Engineers (USACE). USACE has completed its initial review of the permit application and has no immediate objections. However, as part of the decision making process, the law requires USACE to consider a variety of resources including significant historic, structural, and pre-contact sites. USACE is requiring a cultural resources survey to be conducted because the project area contains one known site that is eligible for listing on the National Register of Historic Places and there is a high probability that the area may contain additional significant sites.

KLJ has qualified personnel available to provide the required cultural resource services. Therefore, the City is recommending approval of Amendment 8 to KLJ's contract to cover these services. Amendment 8 includes, but is not limited to, a Class III Cultural Resource Inventory, shovel/auger probes of the project area, and limited site testing of the previously recorded site. KLJ will coordinate with other agencies (USACE, Montana State Historic Preservation Office—MTSHPO, etc.) to meet or exceed State and Federal standards for this type of work and help expedite the approval process.

The work will be performed in two phases: (1) pedestrian inventory and subsurface testing; and (2) data recovery and mitigation of the existing site. Due to the uncertainty of what field conditions may be encountered and the subsequent work involved, the project will be completed on a time and materials basis.

ALTERNATIVES ANALYZED

The Council may:

- Approve Amendment 8 to KLJ's contract for Professional Services, encompassing cultural resource services along Alkali Creek. Depending on the initial results, mitigation of the project site will be completed, thus meeting the requirements of the USACE and allowing a decision to be made regarding the permit needed to proceed with the project.
- Deny approval of Amendment 8 to KLJ's contract for Professional Services. This would essentially eliminate the possibility of receiving the permit from USACE needed to proceed with the project. The project would then have to be rescoped, the design currently being prepared would be shelved, and valuable time and efforts expended up to this point would be wasted.

FINANCIAL IMPACT

All services provided by Amendment 8 will be done on a time and materials basis, so the City will only pay actual costs. The maximum not-to-exceed limit of all work is estimated to be \$94,500. Depending on what is encountered during field work, the total ultimately paid by the City will be noticeably less.

The project is being funded with ARRA (American Recovery & Reinvestment Act, i.e. Federal stimulus) funds and supplemented by Arterial fees and Storm Water funds. Amendment No. 8 represents an increase in the amount of the contract by up to \$94,500.00. There are funds available to cover the increase.

ORIGINAL PROFESSIONAL SERVICES CONTRACT: \$210,860.00

	<u>Amount</u>	<u>% of Contract</u>	<u>Total % of Contract</u>
Amendments 1-7:	\$502,940.57	238.52%	
Amendment No. 8:	\$94,500.00	44.82%	
Amendment Totals to Date:	\$597,440.57		283.34%
Total Contract Amount:	\$808,300.57		

RECOMMENDATION

Staff recommends that Council authorize the Mayor to execute Amendment No. 8 to the Professional Services Contract with Kadmas, Lee & Jackson, Inc., in the not-to-exceed amount of \$94,500.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [W.O. 04-12 Amendment 8](#)

AMENDMENT NO. 8

TO

**CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND
ENGINEERING SERVICES**

CITY OF BILLINGS WORK ORDER 04-12,

Alkali Creek Road – Senators Blvd. To Airport Road

THIS AGREEMENT, made and entered into on _____, 2009, by and between the following:

CITY OF BILLINGS, a Municipal Corporation,
Billings, Montana 59103,
Hereinafter designated the City

and

Kadrmass, Lee & Jackson, Inc.
PO Box 80303
Billings, Montana 59108
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated April 26, 2004, for Contractor to provide professional services to the City for Work Order 04-12, Alkali Creek Road – Senators Blvd. To Airport Road, and;

WHEREAS, the City has need for additional professional services, and;

WHEREAS, the City has authority to contract for professional services, and;

WHEREAS, the Contractor represents that he is qualified to perform such services, is in compliance with Montana Statutes relating to the registration of professional engineers and is willing to furnish such services to the City;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

Appendix A, Section 3 is amended as follows:

The attached scope of work (5 pages) for Amendment No. 8 services is hereby made a part of this contract.

Appendix B, Section 1, Part A, second paragraph, is amended as follows:

For Design Engineering from Appendix A, as amended:

Previous total contract amount for Phases 1, 2, and 3 design (including Amendments 1-7)	\$713,800.57
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plus,

Cultural resources inventory, laboratory analysis, documentation, and mitigation services as per the scope of work attached to and made a part of this Amendment No. 8	\$94,500
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Total Professional Services	\$808,300.57
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All other terms and conditions of the contract, as amended, to which this amendment applies, shall remain in full effect.

CONSULTANT

NAME: Kadrmass, Lee & Jackson, Inc.

BY: _____

TITLE: Practice Area Leader

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____

TITLE: _____

DATE: _____

KADRMAS, LEE & JACKSON, INC.
SCOPE OF WORK
AMENDMENT NO. EIGHT (8) TO WORK ORDER #04-12
PROFESSIONAL SERVICES FOR PHASE 3 OF THE
ALKALI CREEK ROAD IMPROVEMENTS PROJECT

BLACK PINE STREET TO
APPROXIMATELY 450 FEET EAST OF MORNINGSIDE LANE

October 27, 2009

I. PROJECT DESCRIPTION

This is an amendment to the existing Alkali Creek Road reconstruction contract, hereinafter referred to as "Project."

Phase 3 of the Project begins near the BBWA Canal siphon crossing and extends easterly along Alkali Creek Road approximately 1,350 feet to its east terminus. During preliminary engineering for road reconstruction, it was determined that embankment slopes on the north side of Alkali Creek Road require unforeseen improvements due to recent isolated slope failures and potential for additional slope instability. As such, the scope of Phase 3 has changed to address slope stability improvements.

The purpose of Amendment No. Eight (8) is to complete cultural resources inventory, laboratory analysis, documentation, and mitigation required for relocating the Alkali Creek stream channel. To distinguish Amendment No. 8 services from previous contract amendments the task numbers have been changed from 3-digit numbers to 4-digit numbers, with the first digit corresponding to the amendment number (8xxx)

II. SERVICES TO BE PERFORMED

8100 PROJECT MANAGEMENT

8101 Coordination

Coordinate with the City, Kadrmas, Lee & Jackson (KL&J) team members, federal, state, and local agencies, property owners, and other interested parties.

8102 Schedule and Budget

Manage the timeline and budget; prepare invoices and progress reports according to City requirements.

8103 Unscheduled Meetings and Field Reviews

Attend unscheduled meetings and field reviews with the City or other stakeholders. Three (3) unscheduled meetings and field reviews are anticipated.

8200 PUBLIC INVOLVEMENT

Public involvement services, including public meetings, are not included in this scope of work.

8300 ENVIRONMENTAL DOCUMENTATION AND PERMITTING

KL&J will provide cultural resource management services related to the proposed undertaking. The tasks described herein include a Class III Cultural Resource Inventory, shovel/auger probes of the project area, and limited site testing of previously recorded site 24YL1606, identified by Montana State Historic Preservation Office (MTSHPO) as the Morningside Site, which is eligible for listing on the National Register of Historic Places.

A Class III Cultural Resource Inventory will be performed across the proposed project area. Following the requirements of MTSHPO, the Class III will include subsurface testing. Additionally, subsurface testing will be conducted on site 24YL1606 in an effort to establish the site boundaries. The work will be carried out in accordance with Section 106 of the National Historic Preservation Act, and will meet or exceed State and Federal standards for cultural resource work.

The general objective of the study is to determine the limits of previously recorded site 24YL1606 and to determine the presence or absence of additional cultural resources within the boundaries of the proposed construction area. The results of the Class III inventory and subsurface testing will be used to make a recommendation for further identification and mitigation of cultural resources within the project area.

8301 Pedestrian Inventory/Site Testing: Class I Literature Review

A Class I Literature Review of MTSHPO site and manuscript files will be prepared prior to the start of any fieldwork. Data collected from this review will provide an overview of previously conducted cultural resource work within the project area, including all previously recorded site locations. KL&J will consult with MTSHPO to discuss the results of the Class I Literature Review prior to beginning fieldwork. The Class I Literature Review will be conducted by one Archaeological Field Technician. QA/QC will be conducted by the Principal Investigator.

8302 Pedestrian Inventory/Site Testing: Class III Cultural Resource Inventory and Subsurface Testing

An intensive pedestrian cultural resource inventory will be performed over the entire project area (~3.5 acres). Up to two additional cultural resources encountered within the corridors will be recorded and site forms submitted to the MTSHPO for a Smithsonian Institution Trinomial System (SITS) number. If more than two additional cultural resources are encountered during the Class III inventory, an adjustment to this scope of work will be necessary; these services would be considered extra work and would be negotiated prior to proceeding.

As part of the Cultural Resource Inventory, KL&J will conduct subsurface (auger/shovel) testing of the project area. Auger/shovel probes will be excavated at 10 m intervals across the project area. Additionally, probes will be excavated across previously

recorded site 24YL1606. If additional cultural resources are recorded as a result of the pedestrian inventory or subsurface testing, additional probes may be needed to firmly establish site boundaries and to make a National Register of Historic Places (NRHP) eligibility recommendation on the newly recorded resource. The results of this testing will be utilized in determining the most suitable mitigation measures for any cultural resources recommended as eligible for inclusion in the NRHP.

Probes will be used to determine the presence/absence of cultural materials and will be excavated from the edge of the construction zone to the opposite edge of the construction zone. Probes used to determine site boundaries will be excavated until at least two negative probes are returned outside of the recorded site boundary. Some probes may be excavated outside of the project area boundaries. This is necessary to firmly establish the limits of the site. This scope of work covers up to 90 shovel/auger probes. If additional shovel/auger probes are needed, an adjustment to the scope will be necessary; these services would be considered extra work and would be negotiated prior to proceeding. All fill from each probe will be screened through ¼-inch mesh. Field documentation of auger/shovel probes will include stratigraphic profiles of each probe, soil descriptions, and depth of artifact recovery. This information will be incorporated into the final report.

Following subsurface testing, artifacts recovered from the field will be cleaned, analyzed, and cataloged in the KL&J archaeological laboratory. Laboratory time will be based upon the number of recovered artifacts. The results of the analysis will be utilized in formulating KL&J's recommendation regarding any necessary site mitigation. Final site mitigation methods will be determined in consultation with the MTSHP and the United States Army Corps of Engineers (USACE).

8303 Site Mitigation/Data Recovery

Upon completion of the pedestrian inventory and limited testing, KL&J will consult with the USACE and MTSHP to determine the best practices for mitigation of effects to previously recorded site 24YL1606. If any additional cultural resources are recorded during the course of the pedestrian inventory and testing, mitigative measures for the additional sites will be included in the consultation. KL&J anticipates mitigation to take the form of data recovery. Mitigation of sites other than 24YL1606, recorded during the inventory and testing phase, is not covered under this scope; these services would be considered extra work and would be negotiated prior to proceeding. This scope is based on KL&J's professional opinion of the methods that may be required for site mitigation and data recovery; it is subject to change through coordination with the MTSHP, USACE, and City of Billings as the project proceeds. If changes to the scope become necessary following agency coordination, a renegotiation of this scope and fees may also become necessary.

Based upon the preliminary data obtained from the MTSHP site form for 24YL1606, data recovery efforts are expected to include machine-aided excavation to remove the approximately 60 cm of overburden. Overburden removal will be conducted in 2 cm to 3 cm intervals. KL&J archaeologists will be on-hand observing the overburden removal and examining the surface following each pass of the blade for evidence of artifacts or features. If a feature is observed, machine stripping will be halted and hand excavations will begin. All exposed features will be hand excavated and profiled. One half of the fill

from any features identified will be hand excavated and screened through ¼-inch mesh. The remaining ½ of the fill will be placed in 10 liter bags and returned to the KL&J archaeological laboratory for further, more intensive, processing.

In addition to machine scraping, 1 m X 2 m hand excavation units will be excavated at the site. Placement of the 1 m X 2 m units will be based on the results of the limited testing. Areas most likely to yield the most data will be more fully excavated. KL&J expects to excavate one 4 m² block and one trench measuring approximately 1 m by 10 m. Additional data recovery will be based upon the results of the limited testing and may dramatically increase the number of hand excavation units required. If such an increase is required, an adjustment to this scope may be necessary.

Fill from the excavation units will be screened using a ¼-inch mesh. One 10 liter sample from each level of each excavation unit will be collected and returned to the KL&J archaeological laboratory for more intensive processing including water and fine screening. All artifacts excavated during data recovery efforts of site 24YL1606 will be returned to the KL&J archaeological laboratory for further processing including cleaning, analyzing, and cataloging. Final curation will be with the MTSHP.

Field documentation collected during excavation will include photographs taken from each level of each excavation unit, notes regarding the soils observed in each level, a hand drawn map of each excavation unit, one wall stratigraphic profile from each unit, piece plotted diagnostic artifacts, and general notes related to the observations of the field archaeologists during excavations.

8304 Production of a Report of Findings

KL&J will produce a Report of Findings. The report will incorporate results of the pedestrian inventory, shovel/auger testing, and final site mitigation. This report will include artifact descriptions, the results of any radiocarbon dating conducted, and an interpretation of KL&J's findings put into the proper historic context.

The report will be provided to the City of Billings for submission to the United States Army Corps of Engineers (USACE) and the MTSHP. If changes to the report are needed, a final report will be resubmitted to the City of Billings within 15 working days.

KL&J will prepare six copies of the report. Two copies will be submitted to the City of Billings; four copies, with a submittal letter, will be prepared for the USACE. Additional or electronic copies of the report can be prepared upon request.

III. DELIVERABLES

The following deliverables will ultimately be provided by Kadrmas, Lee & Jackson.

- Six (6) bound copies of the report
- Results of radiocarbon dating

IV. COST OF SERVICES

Because of the nature of fieldwork and necessity for flexibility, the project cost of \$94,500 is estimated in order to complete tasks as described herein. The cost assumes all pedestrian inventory/subsurface testing work will be completed during one mobilization, weather permitting. Costs for the data recovery/mitigation phase of the previously recorded site is based on an assumed work schedule of ten days on, four days off. Upon completion of different stages of field work, KL&J will consult with MTSHPD and USACE, and if changes in scope are necessary based on previously undetermined agency requirements, KL&J will contact the City prior to proceeding. KL&J cannot be held responsible for in-the-field down time due to inclement weather or other factors out of its control, but will attempt to off-set incurring down time expenses.

V. EXCLUSIONS

This scope of work contains specific information regarding tasks, number of mobilizations, number of sites, and deliverables. Additional services beyond this scope of work are extra and will be negotiated as a separate amendment, in accordance with Appendix C of the original contract. The following list summarizes exclusions from Amendment No. 8, although it is not intended to be exclusive.

- Preparation of environmental document, including Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement
- Construction monitoring or post-construction monitoring
- Traditional Cultural Properties survey
- Legal testimony arising out of litigation regarding project decisions
- Public meetings/coordination
- Any tasks or services not specifically discussed in this scope of work
- Additional cultural resources requiring data recovery/mitigation beyond the previously recorded site 24YL1606.

Regular City Council Meeting

Consent : 1.E.

Date: 11/09/2009

TITLE: City of Billings/Yellowstone County Agreement to provide Law Enforcement Data Processing Services, July 1, 2009-June 30-2010

PRESENTED BY: David Watterson

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City of Billings has contracted with Yellowstone County for the past several years to provide the Sheriff's Department with New World Public Safety access, disk storage, computer processing, program maintenance and operations to support its existing data processing requirements in exchange for a charge based on the actual cost of resources used during the prior fiscal year. This is an annual agreement. The City Council will consider whether to renew the agreement for FY 2010.

ALTERNATIVES ANALYZED

City Council may:

- Approve the annual Agreement with the Yellowstone County Sheriff's Department; or
- Not approve the annual Agreement with the Yellowstone County Sheriff's Department.

FINANCIAL IMPACT

The annual charge for July 1, 2009, through June 30, 2010, is \$99,939.00. The annual charge for the prior year was \$89,761.00. The increase of \$10,178.00 is due to the increased usage of the Public Safety Systems.

RECOMMENDATION

Staff recommends that Council approve the agreement to provide data processing services for the Yellowstone County Sheriff's Department in the amount of \$99,939.00.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Data Processing Agreement](#)

AGREEMENT

This Agreement, made and entered into on September 25, 2009, by and 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, magnetic disk storage, computer processing, and maintenance support to support their existing Law Enforcement data processing system:
 - A. Communication capabilities allowing 24 hr computer access;
 - B. Magnetic disk storage shared with Billings Police Dept.;
 - C. Computer processing, program maintenance, operations to support current data processing system;
2. The SHERIFF agrees to pay CITY the sum of Ninety-Nine Thousand, Nine Hundred and Thirty Nine Dollars (\$99,939) specified in Paragraph Three below. This charge is based on actual computer usage for the period of January 1, 2008 thru December 31, 2008.
3. This Agreement shall be in effect for twelve (12) months beginning July 1, 2009, and continuing until June 30, 2010.
4. Payment shall be made in two equal installments of \$49,969.50. The first installment is due and payable on or before October 20, 2009, and the second is due and payable on or before April 15, 2010.

AGREEMENT DATED September 25, 2009.

YELLOWSTONE COUNTY

CITY OF BILLINGS

BY: James B. Ben
Sheriff

Mayor

Bill K. [Signature]
Chair, County Commissioners

City Administrator

ATTEST: [Signature]
Clerk and Recorder

City Clerk

Approved as to Form: [Signature]
County Attorney

City Attorney

Date: 11/09/2009

TITLE: Acknowledge Receipt of Petition to Vacate the Alley within Block 141 Billings Old Town and Set a Public Hearing

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

Riverstone Health owns the land abutting both sides of the alley within Block 141, Billings Old Town and has petitioned the city to vacate the alley for its building expansion. This alley is bounded by 1st Avenue South, 2nd Avenue South, South 26th Street, and South 27th Street. Previously, 2nd Avenue South and South 26th Street were vacated to Riverstone Health. This vacation request is at staff's request due to the fact that Riverstone Health is proposing to build a plaza over the alley. The only city utility within the alley right of way is a sanitary sewer line, which will revert to Riverstone Health if the vacation is approved.

ALTERNATIVES ANALYZED

Council may:

- Approve acknowledgment of petition to vacate the above-mentioned right-of-way and set a public hearing for December 14, 2009; or
- Not approve acknowledgment of petition.

FINANCIAL IMPACT

There is no financial impact to setting the public hearing. Attached are two letters from Riverstone Health. The first letter establishes the value of the right of way at \$2.49/sf for a total of \$14,940.00. The second letter is a request from Riverstone Health for the City to give the right of way to Riverstone Health.

RECOMMENDATION

Staff recommends that Council acknowledge the receipt of petition to vacate the alley within Block 141, Billings Old Town, and set a public hearing for December 14, 2009.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Letter Establishing Value](#)

Link: [Letter from Riverstone Health](#)

Link: [Exhibit of ROW](#)

October 7, 2009

Billings City Council
c/o Tina Volek, Billings City Administrator
210 North 27th street
Billings, MT 59101

Re: RiverStone Health – New Office Building, Alley Vacation Request by Yellowstone Health Partnership, a 501(c)(3) subsidiary of Yellowstone City – County Health Department, dba RiverStone Health

Dear City Council and Administrator Volek:

As requested, we are providing herein an estimate of fair market value as part of the Request to Vacate Public Right of Way based on the value of the previously vacated 2nd Avenue South. That section of street was purchased by the Yellowstone City – County Health Department in 2004 and is currently owned by Yellowstone Health Partnership, a 501(c)(3) entity whose sole member is Yellowstone City – County Health Department (now doing business as RiverStone Health.)

Yellowstone Health Partnership is submitting this estimate as a requirement for the application. Please refer, though, to the attached letter from the Yellowstone Health Partnership Board Chair, Dr. Douglas Carr dated September 25, 2009. That letter represents the formal request for the vacation and asks Council to consider gifting the vacated alley at no cost in recognition that Yellowstone City – County Health Department, dba RiverStone Health, is a governmental entity created under an interlocal agreement to which the City of Billings, along with the City of Laurel and Yellowstone County, is a sponsoring party.

Please also recall that Council vacated most of South 26th Street between 1st Avenue South and 2nd Avenue South at no cost to the same entity for the same reason.

Per the direction of City staff, we understand that this will suffice for a fair market valuation of the property.

- 2nd Ave. South value at time of sale in 2004: $\$60,000 / 24,069 \text{ SF} = \$2.49 / \text{SF}$
- Valuation of Public Right of Way: $5,965 \text{ SF} \times \$2.49 / \text{SF} = \$14,852$

Respectfully,



John Felton, Board Member
Yellowstone Health Partnership

September 25, 2009

Billings City Council
c/o Tina Volek, Billings City Administrator
210 North 27th Street
Billings, MT 59101

Dear City Council and Administrator Volek:

I am writing today on behalf of the Board of Health, the governing body for Yellowstone City – County Health Department (dba RiverStone Health). As you will recall, RiverStone Health is a multi-jurisdictional service district, a governmental entity created in 1998 under the terms of an interlocal agreement by and between the City of Billings, Yellowstone County, and the City of Laurel. The twelve-member Board of Health includes two members appointed by Billings City Council (currently Michael Young and Rod Ostermiller). In addition to its role as the local public health agency, RiverStone Health serves a vital public interest for Yellowstone County as a safety net provider of health services for indigent, uninsured, and otherwise underserved and vulnerable populations through nearly 30 programs and services delivered by a staff over 300 dedicated public servants.

RiverStone Health is consolidating its operations at its main campus located on Billings' South Side at the intersection of South 27th Street and 1st Avenue South through the construction of four-story, 43,000 square foot office building. This \$8.4 million project is a significant economic benefit to the community as well as offering a vast improvement in the efficiency and effectiveness of services offered.

As part of this project, City officials have required RiverStone Health to "request" that the City vacate the alley located between 1st Avenue South to the north and the already vacated 2nd Avenue South to the south. This vacation will also require RiverStone Health to take ownership and ongoing responsibility for the existing sanitary sewer that occupies the space under this alley.

Although it is our preference that the City retains responsibility for ownership, maintenance, and upkeep for the alley and underlying sewer subject to a mutually acceptable access agreement, we understand the City's position on this matter and recognize that requiring the owner of space that entirely encompasses the unused alley to take ownership thereof is standard practice. Accordingly, we are herewith making a "request" that City Council consider vacating the alley and transferring ownership and responsibility for the property and the underlying sewer to Yellowstone City – County Health Department, dba RiverStone Health. In addition, we have taken it upon ourselves, at our organization's considerable expense, to make arrangements to replace the existing clay tile sewer with a new PVC sewer line during our current project. Should the alley be vacated, RiverStone Health will undertake the responsibility for upkeep and maintenance of this new sewer line.

Billings City Council
September 25, 2009

Given that this "request" to vacate the alley is made at the behest of City officials, that we are making a substantial investment in improving otherwise public infrastructure, and that RiverStone Health is a public entity that serves the public good and is sponsored in part by the City itself by virtue of its participation in the interlocal agreement, we are requesting that the alley vacation be granted and further that this be accomplished by gifting the property to RiverStone Health at no cost to the health district.

Please note this same type of request was made and graciously granted when the City vacated South 26th Street between 1st Avenue South and 2nd Avenue South several years ago. Upon vacation, as promised, please recall that RiverStone Health incurred the cost of improving and maintaining that section of South 26th Street.

I believe RiverStone Health has proven itself to be a good public citizen and a fine example of the significant benefits to a community's health and well-being that public agencies can provide through partnerships with both public and private stakeholders. We enjoy a positive and productive working relationship with the City. I believe that Council's decision to vacate this alley at no cost to RiverStone Health will demonstrate our mutual commitment to effective, efficient, and collaborative public service.

Respectfully,



F. Douglas Carr, MD
Chairman, Board of Health

Date: 11/09/2009

TITLE: W.O. 08-20, Misc. Storm Drain Trouble Spots - Acceptance of Storm Drain Easements

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

W.O. 08-20, Miscellaneous Storm Drain Trouble Spots, is an annual Public Works project that fixes multiple existing storm drain trouble spots throughout the City. One of the areas to be fixed this year is an erosion problem in a drainage swale that exists between two properties in the Briarwood Subdivision area. Currently, stormwater drains through an open ditch on private property between two homes, causing erosion and settlement concerns. This project will pipe stormwater runoff to a location that will be able to handle flows without causing erosion problems. As Briarwood Subdivision was developed in the County, a proper easement allowing stormwater water to drain across private property was never established. Acceptance of these three easements will formalize an existing drainage channel and allow the City to perform future maintenance on the drainage channel.

ALTERNATIVES ANALYZED

The Council may:

- Accept the easements thereby providing a formalized agreement to allow stormwater to drain through private property; or
- Not accept the easements and continue to allow stormwater to drain across private property with no formal agreement in place.

FINANCIAL IMPACT

There is no financial impact in accepting these three storm drain easements. The property owners are granting the easements at no cost due to the fact that the storm drain system existed in those locations previously and the easements simply formalized the drainage channel location. The City funded the storm drain improvements.

RECOMMENDATION

Staff recommends that Council accept the three attached storm drain easements.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [W.O. 08-20, Lambert Easement](#)

Link: [W.O. 08-20, Neumann Easement](#)

Link: [W.O. 08-20, Robbins Easement](#)

RETURN TO:
CITY OF BILLINGS, ENGINEERING
Attn : Tyler Westrope
2224 Montana Avenue
Billings, MT 59101

STORM DRAIN UTILITY AND ACCESS EASEMENT

For valuable consideration, **SHIRLEE LAMBERT** ("Grantor"), who hereby warrants that she is the owner of fee simple title to Lot 6, Block 3, Briarwood Subdivision, 1st Filing, does hereby **GRANT** and **CONVEY** to the **CITY OF BILLINGS**, ("Grantee"), whose address is P.O. Box 1178, Billings Montana 59103, its successors, assigns and apportionees, an easement upon which Grantor grants access to construct, operate, and maintain a drainage culvert, drainage way, and necessary appurtenances, over, under, along and across that certain real property situated in Section 27, Township 1 South, Range 26 East, P.M.M., City of Billings, Yellowstone County, Montana, being more particularly described as follows:

DESCRIPTION OF EASEMENT **SEE ATTACHED EXHIBIT "A"**

Being the northwest 10.0 feet of Lot 6, Block 3, of Briarwood Subdivision 1st Filing, according to the official plat recorded February 16, 1983, on file in the Office of the Clerk and Recorder of said Yellowstone County under Document No. 1255033.

Together with reasonable right of access to and from the easement area over lands of the Grantor using existing roads where practicable, the right to use and keep the easement area free and clear of any and all obstructions or structures, and the right to clear and remove all timber, brush or vegetation outside the easement area that may hinder access or utility installation and maintenance.

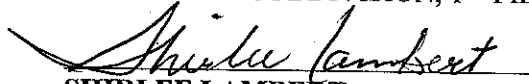
In addition, Grantee, its successors and assignees, agree to the following conditions of entry:

1. **DAMAGE TO PROPERTY:** Grantee shall exercise care to avoid damaging the property in any manner not consistent with the uses for which this agreement is made. If additional damage does occur it shall be the responsibility of the Grantee, its successors and assignees, to replace and/or restore the area to its original state.
2. **CLEANUP:** Grantee shall clean all ground occupied of all rubbish, excess material, temporary structures and equipment upon completion of the work.
3. **ACCEPTANCE:** All parts of the site shall be left in acceptable condition.

The rights, conditions and provisions of this easement shall run with the land and be binding upon the successors and assigns of the parties hereto forever.

IN WITNESS WHEREOF, the GRANTOR warrants that she has the right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and has hereunto set her hand.

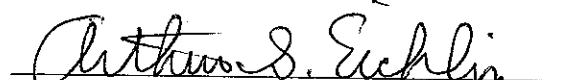
PROPERTY OWNER; LOT 6, BLOCK 3
BRIARWOOD SUBDIVISION, 1ST FILING


SHIRLEE LAMBERT

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 5TH day of OCTOBER, 20 09 before me, a Notary Public for the State of Montana, personally appeared **SHIRLEE LAMBERT**, whose name is subscribed to the foregoing instrument, and acknowledged to me that they duly executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.


Notary Public in and for the State of Montana

Printed Name: ARTHUR S. EICHLIN
Residing at BILLINGS, MONTANA
My commission expires MAY 8, 2010

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

Mayor, City of Billings

ATTEST:

City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared RON TUSSING and _____, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public in and for the State of Montana

Printed Name: _____

Residing at _____

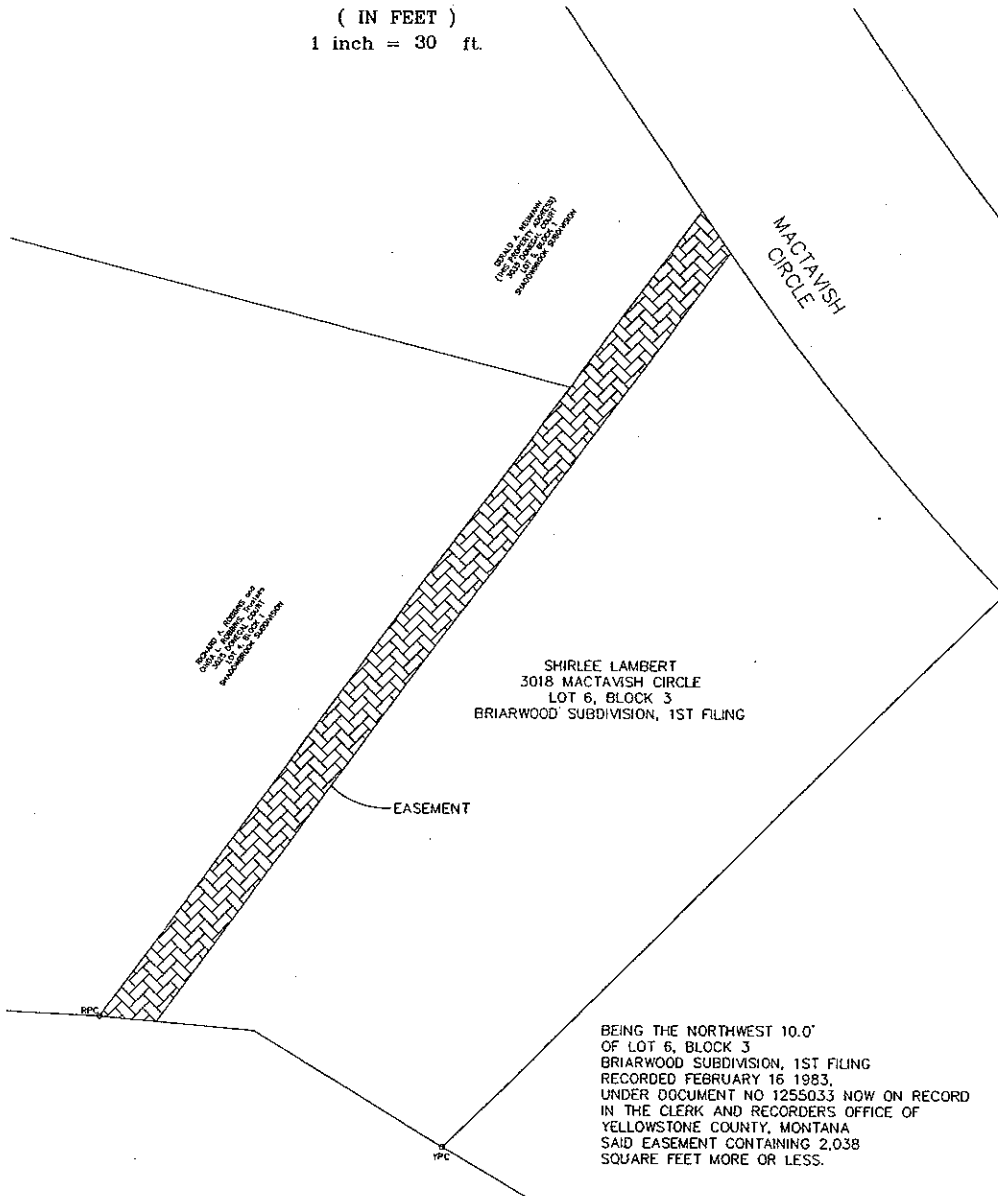
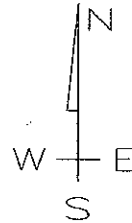
My commission expires _____

EXHIBIT "A"

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



DAVID MONTGOMERY
1983 FEBRUARY 16 1983
RECORDED FEBRUARY 16 1983

SHIRLEE LAMBERT
3018 MACTAVISH CIRCLE
LOT 6, BLOCK 3
BRIARWOOD SUBDIVISION

SHIRLEE LAMBERT
3018 MACTAVISH CIRCLE
LOT 6, BLOCK 3
BRIARWOOD SUBDIVISION, 1ST FILING

BEING THE NORTHWEST 10.0'
OF LOT 6, BLOCK 3
BRIARWOOD SUBDIVISION, 1ST FILING
RECORDED FEBRUARY 16 1983
UNDER DOCUMENT NO 1255033 NOW ON RECORD
IN THE CLERK AND RECORDERS OFFICE OF
YELLOWSTONE COUNTY, MONTANA
SAID EASEMENT CONTAINING 2,038
SQUARE FEET MORE OR LESS.

RETURN TO:
CITY OF BILLINGS, ENGINEERING
Attn : Tyler Westrope
2224 Montana Avenue
Billings, MT 59101

STORM DRAIN UTILITY AND ACCESS EASEMENT

For valuable consideration, **GERALD A. NEUMANN** ("Grantor"), who hereby warrants that he is the owner of fee simple title to Lot 5, Block 1, Shadowbrook Subdivision, does hereby **GRANT and CONVEY** to the **CITY OF BILLINGS**, ("Grantee"), whose address is P.O. Box 1178, Billings Montana 59103, its successors, assigns and apportionees, an easement upon which Grantor grants access to construct, operate, and maintain a drainage culvert, drainage way, and necessary appurtenances, over, under, along and across that certain real property situated in Section 27, Township 1 South, Range 26 East, P.M.M., City of Billings, Yellowstone County, Montana, being more particularly described as follows:

DESCRIPTION OF EASEMENT **SEE ATTACHED EXHIBIT "A"**

Being the southeast 10.0 feet of Lot 5, Block 1, of Shadowbrook Subdivision, according to the official plat recorded May 7, 1999, on file in the Office of the Clerk and Recorder of said Yellowstone County under Document No. 3050029.

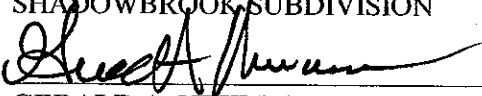
Together with reasonable right of access to and from the easement area over lands of the Grantor using existing roads where practicable, the right to use and keep the easement area free and clear of any and all obstructions or structures, and the right to clear and remove all timber, brush or vegetation outside the easement area that may hinder access or utility installation and maintenance.

In addition, Grantee, its successors and assignees, agree to the following conditions of entry:

1. **DAMAGE TO PROPERTY:** Grantee shall exercise care to avoid damaging the property in any manner not consistent with the uses for which this agreement is made. If additional damage does occur it shall be the responsibility of the Grantee, its successors and assignees, to replace and/or restore the area to its original state.
2. **CLEANUP:** Grantee shall clean all ground occupied of all rubbish, excess material, temporary structures and equipment upon completion of the work.
3. **ACCEPTANCE:** All parts of the site shall be left in acceptable condition.

The rights, conditions and provisions of this easement shall run with the land and be binding upon the successors and assigns of the parties hereto forever.

IN WITNESS WHEREOF, the GRANTOR warrants that she has the right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and has hereunto set her hand.

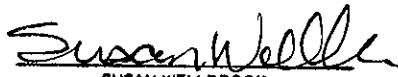
PROPERTY OWNER; LOT 5, BLOCK 1
SHADOWBROOK SUBDIVISION

GERALD A. NEUMANN

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 28th day of September, 2009, before me, a Notary Public for the State of Montana, personally appeared **GERALD A. NEUMANN**, whose name is subscribed to the foregoing instrument, and acknowledged to me that they duly executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.




SUSAN WELLBROOK
NOTARY PUBLIC for the State of Montana
Residing at Billings, Montana
My Commission Expires
September 29, 2012

Notary Public in and for the State of Montana
Printed Name: _____
Residing at _____
My commission expires _____

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

Mayor, City of Billings

ATTEST:

City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared RON TUSSING and _____, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

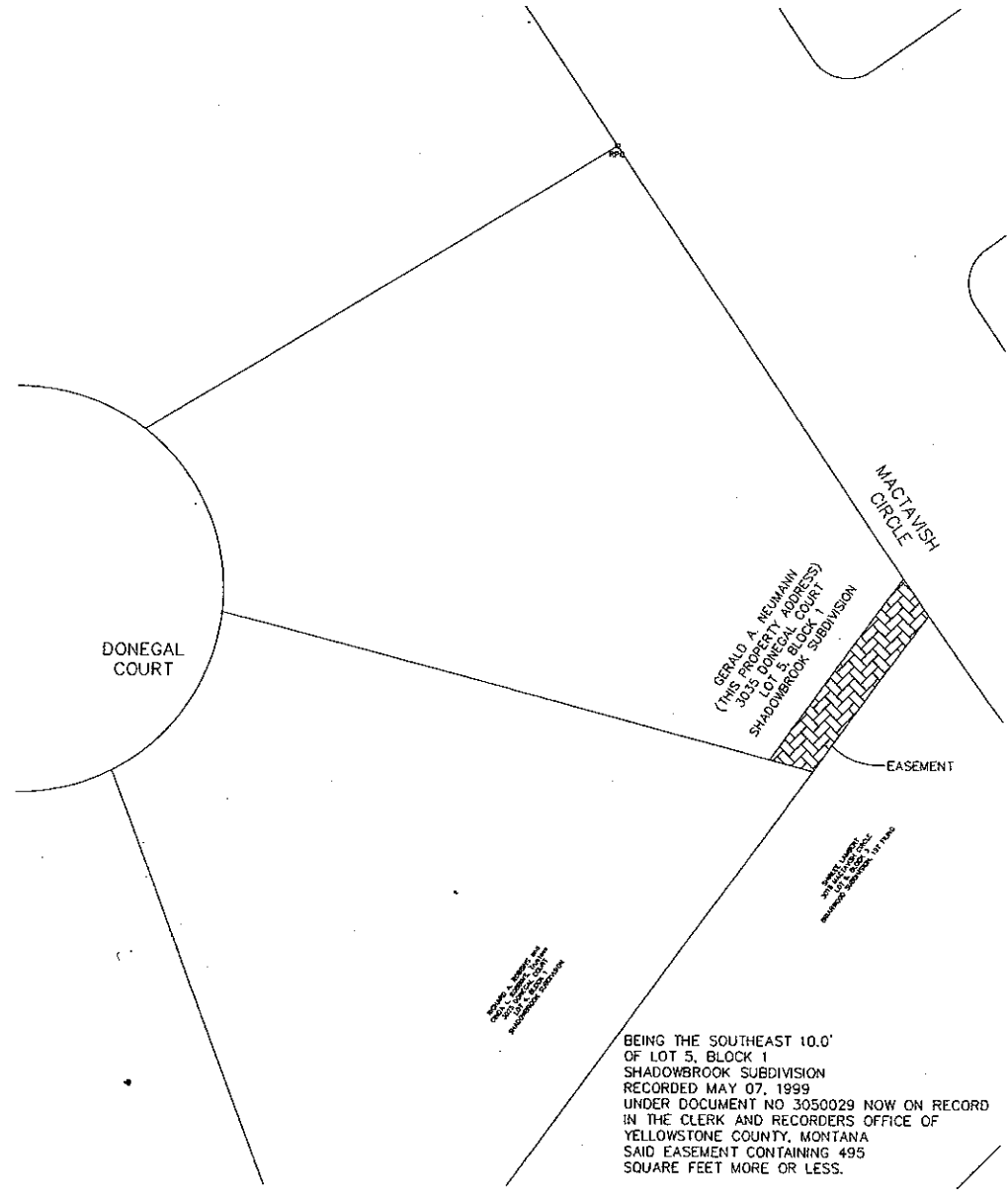
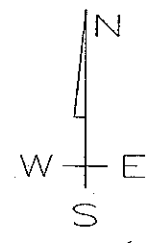
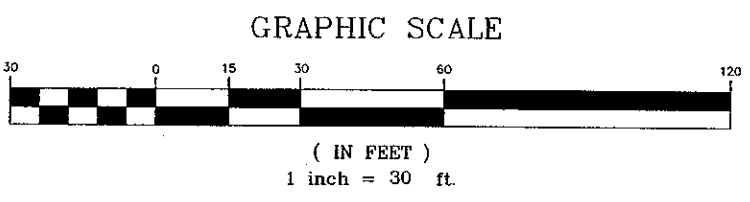
Notary Public in and for the State of Montana

Printed Name: _____

Residing at _____

My commission expires _____

EXHIBIT "A"



RETURN TO:
CITY OF BILLINGS, ENGINEERING
Attn : Tyler Westrope
2224 Montana Avenue
Billings, MT 59101

STORM DRAIN UTILITY AND ACCESS EASEMENT

For valuable consideration, **RICHARD A. ROBBINS or CINDA L. ROBBINS, TRUSTEES**, ("Grantor"), who hereby warrants that he is the owner of fee simple title to Lot 4, Block 1, Shadowbrook Subdivision, does hereby GRANT and CONVEY to the **CITY OF BILLINGS**, ("Grantee"), whose address is P.O. Box 1178, Billings Montana 59103, its successors, assigns and apportionees, an easement upon which Grantor grants access to construct, operate, and maintain a drainage culvert, drainage way, and necessary appurtenances, over, under, along and across that certain real property situated in Section 27, Township 1 South, Range 26 East, P.M.M., City of Billings, Yellowstone County, Montana, being more particularly described as follows:

DESCRIPTION OF EASEMENT **SEE ATTACHED EXHIBIT "A"**

Being a portion of the southeast 10.0 feet of Lot 4, Block 1, of Shadowbrook Subdivision, as shown on the attached Exhibit, and according to the official plat recorded May 07, 1999, and now on file in the Office of the Clerk and Recorder of said Yellowstone County under Document No. 3050029.

Together with reasonable right of access to and from the easement area over lands of the Grantor using existing roads where practicable, the right to use and keep the easement area free and clear of any and all obstructions or structures, and the right to clear and remove all timber, brush or vegetation outside the easement area that may hinder access or utility installation and maintenance.

In addition, Grantee, its successors and assignees, agree to the following conditions of entry:

1. **DAMAGE TO PROPERTY:** Grantee shall exercise care to avoid damaging the property in any manner not consistent with the uses for which this agreement is made. If additional damage does occur it shall be the responsibility of the Grantee, its successors and assignees, to replace and/or restore the area to its original state.
2. **CLEANUP:** Grantee shall clean all ground occupied of all rubbish, excess material, temporary structures and equipment upon completion of the work.
3. **ACCEPTANCE:** All parts of the site shall be left in acceptable condition.

The rights, conditions and provisions of this easement shall run with the land and be binding upon the successors and assigns of the parties hereto forever.

IN WITNESS WHEREOF, the GRANTOR warrants that she has the right to convey, free and clear of all encumbrances; the above-described interests in the real estate described and has hereunto set her hand.

PROPERTY OWNER; LOT 4, BLOCK 1
SHADOWBROOK SUBDIVISION

Richard A. Robbins
SIGNATURE

Richard A. Robbins
PRINTED NAME

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this 10th day of October, 2009, before me, a Notary Public for the State of Montana, personally appeared Richard A. Robbins, whose name is subscribed to the foregoing instrument, and acknowledged to me that they duly executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public in and for the State of Montana

Printed Name: _____

Residing at _____

My commission expires _____



Susan Wellbrook
SUSAN WELLBROOK
NOTARY PUBLIC for the State of Montana
Residing at Billings, Montana
My Commission Expires
September 29, 2012

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

Mayor, City of Billings

ATTEST:

City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared RON TUSSING and _____, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public in and for the State of Montana

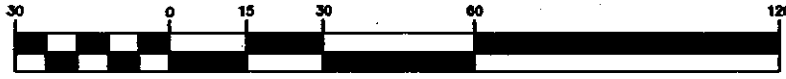
Printed Name: _____

Residing at _____

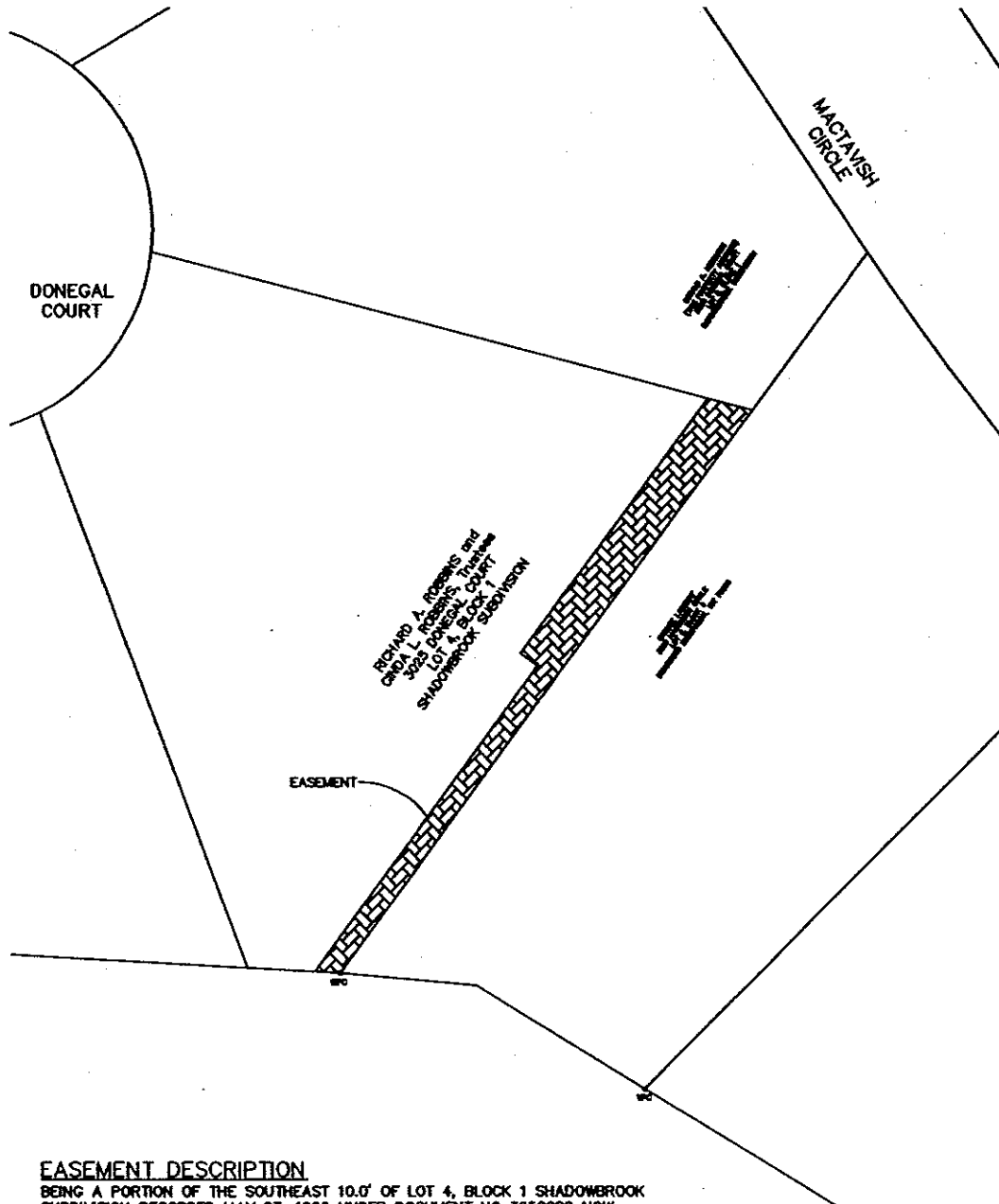
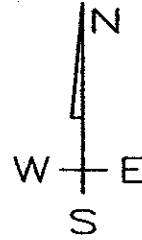
My commission expires _____

EXHIBIT "A"

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



EASEMENT DESCRIPTION

BEING A PORTION OF THE SOUTHEAST 10.0' OF LOT 4, BLOCK 1 SHADOWBROOK SUBDIVISION RECORDED MAY 07, 1999 UNDER DOCUMENT NO 3050029 NOW ON RECORD IN THE CLERK AND RECORDERS OFFICE OF YELLOWSTONE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N 88°40'04" W ALONG THE SOUTH LOT LINE OF SAID LOT 4 FOR A DISTANCE OF 5.97 FEET; THENCE N 38°24'39" E FOR A DISTANCE OF 85.28 FEET; THENCE N 53°35'21" W FOR A DISTANCE OF 5.00 FEET; THENCE N 38°24'39" E FOR A DISTANCE OF 73.88 FEET TO A POINT ON THE NORTH LOT LINE OF SAID LOT 4; THENCE S 75°15'10" E ALONG THE SAID NORTH LOT LINE FOR A DISTANCE OF 10.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE S 38°24'39" W FOR A DISTANCE 162.85 FEET TO THE POINT OF BEGINNING.
SAID EASEMENT CONTAINING 1,192 SQUARE FEET MORE OR LESS.

Date: 11/09/2009

TITLE: Acceptance of Municipal Court Grants and Additional Funding

PRESENTED BY: Mary Jane Knisley

Department: Court

Information

PROBLEM/ISSUE STATEMENT

Billings Municipal Court currently has three problem-solving treatment courts. In its 5th year, Billings Adult Misdemeanor Drug Court (BAMDC) is funded by state legislative dollars; Billings Adult Misdemeanor DUI Court (BAMDUI) beginning its second year is funded by the Federal and State Department of Transportation; and Billings Adult Mental Health Court (BAMHC) is funded by the Bureau of Justice Assistance.

The issue before the Council is whether to accept or decline the additional grant awards totaling **\$1,276,311** received by the Municipal Court, in furtherance of the treatment courts mission.

ALTERNATIVES ANALYZED

The City Council may:

- Choose to ACCEPT Substance Abuse & Mental Health Services Administration (SAMHSA), Montana Board of Crime Control (JAG), Department of Transportation (DOT), Supreme Court of Montana Office of Court Administrator State Funded Drug Court, and Federal Congressional Earmark monies; or
- Choose to DECLINE said grants.

FINANCIAL IMPACT

SAMHSA grant:

The Substance Abuse & Mental Health Services Administration (SAMHSA) - This grant has been awarded to the Billings Adult Misdemeanor Drug Court (BAMDC) for expanding substance abuse treatment capacity in Adult Treatment Drug Courts. The purpose of this grant is to expand and/or enhance substance abuse treatment services to provide treatment and recovery support services including substance abuse treatment, screening, assessment, case management, and program coordination to adult defendants/offenders. City will receive **\$883,083** over a period of three years (**\$292,902** year one, **\$295,319** year two and **\$294,862** year three).

JAG grant:

Montana Board of Crime Control (Recovery Act, Justice Assistance Grant) – This grant has been awarded to the Billings Adult Misdemeanor Drug Court to continue the existing Jail Based Treatment program operated through the Yellowstone County Detention Facility. This program provides intense chemical dependency treatment to inmates prior to entry into the treatment court. In addition these monies will pay a consultant to assist the court in administration and evaluation of RANT (Risk and Needs Triage). The city will receive **\$53,400** for a period of one year.

DUI grant:

Billings Adult Misdemeanor DUI Court – This grant has been awarded for second year funding to the Billings Adult Misdemeanor DUI Court (BAMDUI) to expand its capacity for 50 convicted DUI offenders. City will receive **\$205,000** for a period of one year. The City's soft match contribution would include the hours on which team members, (i.e. prosecutor, judge, public defender, law enforcement) spend in Court. One 1.0 FTE coordinator will be employed by the City of Billings, however salary and benefits are paid through the grant and contingent on future funding. The evaluator, treatment professionals, probation officer are secured through contract. The grant also pays for police overtime to

serve as law enforcement liaisons conducting home checks on the fifty DUI clients.

Drug Court State Funds:

Billings Adult Misdemeanor Drug Court - This grant has been awarded to the Billings Adult Misdemeanor Drug Court (BAMDC) to continue providing treatment services to participants with chemical dependency addictions. City will receive **\$82,828** from the Supreme Court Office of the Court Administrator for a period of one year. The City's soft match contribution would include the hours on which team members, (i.e. prosecutor, judge, public defender, law enforcement) spend in Court. Twenty percent of the Municipal Court Judge's time is spent presiding over the treatment courts. One 1.0 FTE coordinator will be employed by the City of Billings, however, salary and benefits are paid for through the grant and contingent on future funding. The evaluator, treatment professionals, and probation officer are secured through contract.

Federal Congressional Earmark:

The city will receive **\$52,000** in a Federal Congressional Earmark allocated to the Billings Adult Misdemeanor Drug Court (BAMDC) for a period of one year. These monies will be allocated for treatment services, drug testing, probation and program evaluation.

Copies of the grants are filed in the City Clerk's office for review if needed.

RECOMMENDATION

Staff recommends that Council approve the request to allow Mayor Tussing to accept the Substance Abuse and Mental Health Services Administration (SAMHSA) grant, Montana Board of Crime Control (JAG) grant, Montana Department of Transportation grant, State awarded funding for Drug Courts, and Federal Congressional Earmark monies in the amounts listed on behalf of the Billings Municipal Court for the establishment of better programs and specific treatments in specialized courts.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Consent : 1.I.

Date: 11/09/2009

TITLE: Financial Services Manager

PRESENTED BY: Patrick Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The Downtown Revolving Loan Committee approved a substitute of subordination parties to Anderson Management Group Building (formerly Hospitality Concepts) on October 22, 2009.

Management Group Building has requested financing from Beartooth Bank to pay off the following debt for which all liens will be released:

The Council approved a re-subordination of \$352,000 at the October 13th meeting for Beartooth Bank and Anderson Management Group. The bank forgot to add the loan fees when providing the loan amount to the City. The re-subordination will need to be in the amount of \$357,314.50.

The current balance of the loan from the City's Downtown Revolving Loan Fund is \$36,304.25.

ALTERNATIVES ANALYZED

The Council may:

- Approve the request for subordination of the loan; or
- Not approve the request for subordination of the loan.

FINANCIAL IMPACT

There is no financial impact to the Downtown Revolving Loan fund.

RECOMMENDATION

The Downtown Revolving Loan Committee recommends that Council approve the loan subordination to Beartooth Bank, for the amount of \$357,314.50.

APPROVED BY CITY ADMINISTRATOR

Date: 11/09/2009

TITLE: Declare Two Streethawk Lightbars and Controllers as Surplus Property

PRESENTED BY: Rich St. John

Department: Police

Information

PROBLEM/ISSUE STATEMENT

The Billings Police Department has been replacing the 20 year old Streethawk lightbars with new LED lightbars, and there are approximately 25 old lightbars currently in storage at Motor Pool. The City has been approached by Lewis-Clark State College Security Department in Lewistown, Idaho, for two of those lightbars. The lightbars will be installed on security vehicles at the college. We are requesting City Council declare two Streethawk lightbars and controllers as surplus property and authorize the Billings Police Department to release two (2) Streethawk lightbars with control boxes and red lenses to the Lewis-Clark State College Security Department.

ALTERNATIVES ANALYZED

The City Council may:

- Approve declaring 2 Streethawk lightbars and controllers as surplus transferring ownership to Lewis-Clark State College; or
- Not approve declaring the 2 Streethawk lightbars and controllers as surplus and keep them in storage at Motor Pool.

FINANCIAL IMPACT

There is no financial impact. The Lewis-Clark State College Security has signed the Release of All Claims form, which is on file in the City Clerk's office.

RECOMMENDATION

Staff recommends that Council declare two (2) Streethawk lightbars with controllers and red lenses as surplus property and authorize the Billings Police Department to release the lightbars to the Lewis-Clark State College in Lewistown, Idaho.

APPROVED BY CITY ADMINISTRATOR

Regular City Council Meeting

Consent : 1.K.

Date: 11/09/2009

TITLE: Resolution Establishing Compliance with Reimbursement Under Internal Revenue Code

PRESENTED BY: Patrick M. Weber

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City does not anticipate the Department of Natural Resources and Conservation issuing revenue bonds for the 2010 annual wastewater replacement project until January. However, the City needs to expend monies related to the project before funds are available from the bond sale proceeds. The following resolution allows the City to reimburse those expenses from the bond sale proceeds.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the resolution and proceed with the project with the ability to reimburse expenses when the bonds are sold; or
- Not approve the resolution and delay design work and construction until the bonds are sold.

FINANCIAL IMPACT

This resolution will have no financial impact on the project.

RECOMMENDATION

Staff recommends City Council approve the attached resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Reimbursement resolution](#)

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Billings, Montana (the "City"), hereby certify that the attached resolution is a true copy of a resolution entitled: "RESOLUTION RELATING TO FINANCING OF CERTAIN PROPOSED IMPROVEMENTS; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council at a regular meeting on November 9, 2009, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____
_____; voted against the same: _____
_____; abstained from voting thereon: _____
_____; or were absent: _____.

WITNESS my hand officially this _____ day of November, 2009.

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO FINANCING OF CERTAIN
PROPOSED IMPROVEMENTS; ESTABLISHING
COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE

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

Section 1. Recitals.

1.01 The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

1.02 The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

Section 2. Official Intent Declaration.

2.01 The City proposes to undertake certain projects, which projects and the estimated costs thereof are generally described on Exhibit A hereto, which is hereby incorporated herein and made a part hereof (the “Projects”).

2.02 Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds (as hereinafter defined), (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Projects have heretofore been paid by the City and no expenditures will be paid by the City until after the date of this Resolution.

2.03 The City reasonably expects to reimburse some or all of the expenditures made for costs of the Projects out of the proceeds of debt in an estimated maximum aggregate principal amount of \$3,400,000 (the “Bonds”) after the date of payment of all or a portion of the costs of the Projects. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the

Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

Section 3. Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Projects, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

Section 4. Reimbursement Allocations. The Financial Services Manager shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Projects. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Projects and shall specifically identify the actual original expenditure being reimbursed.

Adopted this 9th day of November, 2009.

Mayor

Attest:

City Clerk

EXHIBIT A

<u>Description of Project</u>	<u>Estimated Cost</u>
Design, engineer and replace wastewater line and related improvements	\$3,400,000

Date: 11/09/2009

TITLE: Resolution amending Resolution No. 07-18636, No. 08-18680 and No. 08-18744, all relating to the closeout projects for the 1976 downtown TID

PRESENTED BY: Bruce McCandless

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Prior to the sunset of the 1976 downtown Tax Increment District (TID), the City Council adopted a resolution that outlined how funds remaining in the TID account would be spent. The Council also approved a development agreement with the Downtown Billings Partnership (DBP) that named it as the project manager. The resolution and development agreement were amended twice during 2008. There is an account balance of \$880,000 and according to the resolutions and development agreement, any balance is supposed to be spent on the downtown street light and signal replacement project. It also requires that the funds be committed to the project by December 31, 2009. Public Works is preparing a preliminary design and cost estimates and plans to bid a design-build contract by that date. However, the contract may not be executed by the end of the year and the project will be built in 2010. The resolution that Council will consider confirms that the City will spend the remaining account balance on this project and sets a new construction completion date of December 31, 2010. The DBP development agreement does not need to be amended because this resolution does not change the DBP's management role or the project priority.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the resolution and spend the account balance on the street light project. This will offset the City's cost share obligation when the City terminates SILMD 97 and creates a new downtown street light district; or
- Disapprove the resolution and allow the account balance to be distributed to the state, county, school district and city in proportion to their tax levies.

FINANCIAL IMPACT

The TID funds should be sufficient to rebuild most of the downtown traffic signals and intersection lighting. The project will convert a few of the SILMD 97 street lights to intersection lights and will slightly reduce property owner assessments. The TID funds are in-hand and cannot be used for any other project. If these funds are not used for this project, the money will be distributed to the taxing jurisdictions. The City's share would be about \$225,000 and it would be split among the various tax supported Funds. If the City later terminates SILMD 97, creates a new district, makes the improvements and assesses the costs, the City would be responsible for the same improvements and would probably pay the costs from the Gas Tax Fund.

RECOMMENDATION

Staff recommends that the City Council approve the Resolution that amends Resolution No. 07-18636, No. 08-18680 and No. 08-18744, designates the remaining TID account balance to the downtown street light and traffic signal project and establishes a new completion date of December 31, 2010.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Resolution](#)

RESOLUTION NO. 09-_____

A RESOLUTION AMENDING BILLINGS RESOLUTIONS NOS. 07-18636, 08-18680 and 08-18744 RELATING TO THE DOWNTOWN TAX INCREMENT DISTRICT, TERMINATING THE DISTRICT AND ALLOCATING FUNDS.

WHEREAS, the Billings City Council approved Resolution No.07-18636 on November 26, 2007; and

WHEREAS, the City of Billings entered into a Development Agreement with Downtown Billings Partnership, Inc. and Downtown Development Corporation on November 26, 2007 pursuant to the terms of Resolution No. 07-18636; and

WHEREAS, the Billings City Council approved Resolution No. 08-18680 on February 25,2008; and

WHEREAS, the Billings City Council approved Resolution No.08-18744 on August 11, 2008; and

WHEREAS, Resolution No. 08-18680 amended Resolution No. 07-18636 and adopted the terms and conditions in the Amendment to the Development Agreement; and

WHEREAS, Resolution No. 08-18744 amended Resolution No. 07-18680; and

WHEREAS, Resolution No. 07-18636 outlined conditions under which the 1976 Downtown Tax Increment District would sunset in March, 2008 and stated the City's intention to retain tax increment funds on hand at the end of Fiscal Year 2008 for projects that are identified in the Resolution; and

WHEREAS, Resolution Nos. 08-18680 and 08-18744 amended funding levels and adjusted projected completion dates for projects identified for use of tax increment funds on hand at the end of Fiscal Year 2008; and

WHEREAS, all projects previously identified in the February 25, 2008 Amendment to Development Agreement, adopted by the Council pursuant to Resolution No. 08-18680, with the exception of the downtown signal replacement project, identified in the Amendment to Development Agreement as 'Downtown Street Improvement Light Maintenance District Project', have been completed, and there is currently approximately \$880,000 remaining in the 1976 Downtown Tax Increment District fund.

THEREFORE, BE IT RESOLVED BY THE BILLINGS CITY COUNCIL AS FOLLOWS:

1. That all remaining money in the 1976 Downtown Tax Increment District fund shall be expended on completion of the work on the downtown signal replacement project. Staff is directed to complete this work prior to December 31, 2010. Money still remaining in the fund on December 31, 2010 shall be distributed among the various taxing bodies in proportion to their property tax revenue from the district. To the extent that any previous resolutions are inconsistent with this action, they are hereby amended.

2. This resolution shall become effective on the date of adoption hereof.

PASSED by the City Council of the City of Billings, Montana, this ___ day of _____, 2009.

CITY OF BILLINGS

By: _____
RON TUSSING, Mayor

ATTEST:

By: _____
CARI MARTIN, City Clerk

Date: 11/09/2009

TITLE: Resolution Authorizing Alternative Project Delivery Method for WO 09-25: Downtown Signal Improvements

PRESENTED BY: David Mumford

Department: Public Works

Information

PROBLEM/ISSUE STATEMENT

The Downtown Billings Tax Increment District has allocated funds for a project to improve/upgrade nine traffic signal systems in the Central Business District. City staff feels a Design-Build (DB) contract delivery is best suited for this project because it allows for the contractor to inject valuable experience and expertise into the design end of the contract. This knowledge will allow for the design to maximize the TIFD funds and minimize the construction impact to the traveling public. In order to proceed with a Design-Build contract delivery, the City Council must authorize use of the alternate delivery method.

City staff analyzed delivering this contract with a typical Design-Bid-Build (DBB) contract. Various negative impacts stood out with the traditional contract method:

- Traffic signal poles can take as long as 12 weeks to be delivered. By authorizing the DB contract, the contractor can order the poles while the design is underway.
- A DBB contract eliminates the valuable input from the contractor. By allowing the contractor to provide his input through the DB method, value engineering can be used to maximize the funding and decrease the impact to the traveling public.

As such, City staff feels that a DB contract delivery method is the best suited for this project.

ALTERNATIVES ANALYZED

The City Council may:

- Authorize the Mayor to sign the Resolution to allow the Design-Build contract; or
- Do not authorize the Mayor to sign the Resolution to allow the Design-Build contract.

FINANCIAL IMPACT

The Downtown Signal Improvements project will be paid for through the Downtown Business Partnership's Tax Increment Fund. The Resolution does not carry any direct financial impacts. However, by not authorizing the DB contract delivery, the City of Billings risks losing cost savings that may be realized through earlier ordering of materials and value engineering added by the DB team.

BACKGROUND

In 2005, the Montana Legislature created an alternative project delivery contract process for certain construction projects of state agencies and certain local governments. The legislation established requirements that must be met in order to use an alternative project delivery contract, including a written justification. City staff feels that the Downtown Signal Improvement project justifies the use of this process, as set forth in the attached Resolution.

RECOMMENDATION

City staff recommends that City Council authorize the Mayor to sign the Resolution.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Resolution](#)

RESOLUTION NO. 09-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AUTHORIZING THE USE OF AN ALTERNATIVE PROJECT DELIVERY METHOD FOR DOWNTOWN SIGNAL IMPROVEMENTS.

WHEREAS, § 18-2-502, MCA, authorizes the City to use an alternative project delivery contract. A governing body that uses an alternative project delivery contract shall determine that the proposal meets at least two of the sets of criteria described in §18-2-502, MCA, subsections (2)(a) through (2)(c) and the provisions of subsection (3).

WHEREAS, equipment needed for this project includes significant delivery times and the project must be completed in Fiscal Year 2010, and therefore the project has significant schedule ramifications and using the alternative project delivery contract is necessary to meet critical deadlines by ordering the necessary equipment as early as possible and therefore shortening the duration of construction.

WHEREAS, the contractor's experience, expertise, and input of the existing traffic signal conduit conditions are essential to designing the traffic signal systems for construction in such a way that minimizes the duration of disruption to the traveling public.

WHEREAS, the contractor and design engineer working as a team on unforeseen issues such as the condition of existing signal pole foundations, existing signal conduit, and existing interconnect conduit will provide value engineering and methodologies that can minimize construction costs.

WHEREAS, the scope of the project is highly technical in nature, such that only contractors accredited to determine the feasibility of re-use existing signal foundations and cable are qualified to perform the contract, the project therefore presents significant technical complexities that necessitate the use of an alternative delivery project contract.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Billings, Montana:

1. That the Public Works Department is authorized to use an alternative delivery project method for the Downtown Signal Improvements.
2. That the Public Works Department will insure that the contract will be conducted in an appropriate manner that will not encourage favoritism or bias nor substantially diminish competition.

PASSED by the City Council and **APPROVED** this 9th day of November, 2009.

CITY OF BILLINGS

Ron Tussing

Mayor

ATTEST:

Cari Martin

City Clerk

APPROVED AS TO FORM:

Brent Brooks

City Attorney

Date: 11/09/2009

TITLE: Resolution Creating an Ad-Hoc Committee on Distracted Driving

PRESENTED BY: Tina Volek

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

The City Council created an initiative at its Oct. 26, 2009, meeting to develop an Ad-Hoc Advisory Committee on Distracted Driving Prevention. The Council has become aware that individuals who are distracted while driving by the use of cellular phones and other electronic devices are causing accidents and other problems in City traffic. BMCC Sec. 2-224 provides for the creation of an Ad-Hoc Council Advisory Committee to address such issues.

Proposed in the attached resolution is a committee that would plan a coordinated awareness campaign on the issue of distracted driving and an accompanying ordinance, including penalties, and an enforcement strategy to deal with the problem. The proposed committee would consist of two Council members, one who would serve as the advisory committee's chair; one member from the auto insurance industry; one member of the cellular telephone industry; one member from Riverstone Health; one staff member and one student member each from School District #2 and MSU-Billings or the College of Technology; and two members of the public. The City Administrator would assign staff from the Police and City Attorney's offices to assist in preparing the ordinance.

It is contemplated that ad-hoc advisory committee members would be recruited in November, appointed in December and begin meeting in January 2010. The resolution calls for the committee to complete its work by March 22, 2010.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the resolution creating the Ad-Hoc Advisory Committee on Distracted Driving Prevention;
- Modify the resolution; or
- Not approve the resolution.

FINANCIAL IMPACT

There are no costs attached to the creation of the committee. There may be future additional expenses and revenues as a result of enforcing any resulting ordinance.

RECOMMENDATION

Staff recommends that the Council approve the resolution as presented.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Distracted Driving Resolution](#)

RESOLUTION NO. 09-____

A RESOLUTION CREATING A CITY OF BILLINGS AD-HOC ADVISORY COMMITTEE ON DISTRACTED DRIVING PREVENTION

WHEREAS, the National Highway Transportation Safety Administration's National Center for Statistics and Analysis reports that 21 percent of injury crashes and 16 percent of all fatal crashes were reported to have involved driver distraction; and

WHEREAS, the Mayor and City Council of the City of Billings have become aware that problems are being caused within the city by individuals who are distracted while driving by the use of cellular phones and other electronic devices; and

WHEREAS, the Mayor and Council recognize that passing a law restricting the use of electronic devices does little to improve the problem without a public information campaign and a workable enforcement mechanism; and

WHEREAS, the Mayor and City Council created an initiative on October 26, 2009, to bring together a diverse group of people to study the issue of distracted driving to determine the best way to deal with the problem; and

WHEREAS, BMCC Sec. 2-224 provides a method for the Mayor and City Council to create by resolution an Ad-Hoc Council Advisory Committee to address issues within certain limits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. There is hereby created an Ad-Hoc Advisory Committee on Distracted Driving Prevention to deal with this public health issue by:
 - (a) Planning a coordinated campaign to raise awareness of the issue, which would include a partnership of participating agencies and a discussion of the best ways to reach distracted drivers; and
 - (b) By creating a City ordinance that would compliment the campaign, including a discussion of the types of penalties that it should include, and recommendations on enforcement methods.
2. The Ad-Hoc Advisory Committee shall be composed of two City Council members, one of whom shall serve as chair of the Ad-Hoc Committee; one member of the auto insurance industry; one member of the cellular telephone industry; one member from Riverstone Health; one staff member each from School District #2 and Montana State University-Billings or the College of Technology; one student member each from School District #2 and Montana State University-Billings or the College of Technology; and two members of the public.
3. The City Administrator shall appoint such staff as are necessary to assist the Ad-Hoc Advisory Committee with information during its deliberations and to ensure compliance with all applicable open meetings laws.

4. The Ad-Hoc Advisory Committee on East-End Annexation Alternatives shall report its findings to the City Council no later than March 22, 2010.

APPROVED this 9th day of November, 2009.

THE CITY OF BILLINGS

BY: _____
Ron Tussing, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

Date: 11/09/2009

TITLE: Zone Change #850 - 2nd Reading Sexually Oriented Businesses (SOB)

PRESENTED BY: Candi Beaudry

Department: Planning & Community
Services

Information

PROBLEM/ISSUE STATEMENT

Section 27-611 of the Unified Zoning Regulations regulates where Sexually Oriented Businesses (SOBs) may locate within the City of Billings. The existing regulations are intended to diminish the negative secondary effects of SOBs throughout the city. In June 2008, a deficiency in the existing regulations allowed an SOB without a liquor license to locate in the Central Business District zone at 222 North Broadway. This location is within 1,000 feet of a school, a park, three churches and the Parnly Billings Public Library. In June, 2008, Section 27-611 did not regulate commercial establishments that offer or provide live adult nude or semi-nude performances on a regular basis. The City does prohibit this activity only where alcoholic beverages are served (Section 3-304 BMCC). The City Zoning Commission conducted a public hearing on this amendment on October 6, 2009, and is forwarding a recommendation of approval on a 3-0 vote. The City Council held a public hearing of the ordinance on October 26, 2009, and approved the ordinance on first reading.

ALTERNATIVES ANALYZED

The City Zoning Commission held a public hearing on the proposed text amendment on October 6, 2009. No members of the public spoke at the Zoning Commission Public Hearing. The City Zoning Commission is forwarding a recommendation of approval. The City Council held a public hearing on October 26, 2009, and approved the ordinance on first reading. The City Council may:

- Approve the ordinance changes as recommended by the Zoning Commission;
- Postpone action on the ordinance amendments to seek additional information prior to the Dec. 23, 2009, deadline; or
- Not approve the ordinance changes, which would make the City vulnerable to the opening of similar clubs in the future.

FINANCIAL IMPACT

There should be no direct financial impact to the City as a result of the new zoning regulation.

RECOMMENDATION

The Zoning Commission recommends approval of Zone Change #850 on a 3-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [ZC #850 Ordinance SOB Text Amendment](#)

ORDINANCE NO. 09-

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING, SECTION 27-201, SECTION 27-611(a) THROUGH SECTION 27-611(f) REVISING DEFINITIONS FOR SEXUALLY ORIENTED BUSINESS AND ADOPT THE REVISIONS AS AN AMENDMENT TO ZONING REGULATIONS AND SET A TIME PERIOD FOR THE REGULATION TO BE EFFECTIVE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

Section 1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Section 27-1502, BMCC, provide for amendment to the City Zoning Regulations from time to time. The City Council initiated the amendment to the City Zoning Regulations and the City Zoning Commission and staff have reviewed the proposed zoning regulations hereinafter described. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the proposed amendments to the City Zoning Regulations.*

Section 2. DESCRIPTION. The zoning regulation shall apply to all land within the City of Billings.

Section 3. That the Billings, Montana City Code be amended by revising Section 27-201 to add new language as follows:

SEC. 27-201. DEFINITIONS.

SEXUALLY ORIENTED BUSINESS: An adult arcade, adult bookstore, adult cabaret, adult video store, adult motel or adult motion picture theater, as those terms are defined in BMCC Section 27-611.

Section 4. That the Billings, Montana City Code be amended by revising Section 27-611 to delete certain language and add new language to read as follows:

SEC. 27-611. SEXUALLY ORIENTED BUSINESSES.

(a) Purpose and Intent. It is the purpose of this section to regulate sexually oriented businesses to promote the health, safety, morals, and the general welfare of the citizens of the City of Billings ~~and Yellowstone County~~, and to establish reasonable uniform regulations to prevent the continued deleterious location and concentration of sexually oriented businesses within the City ~~and County jurisdictions~~. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly it is not the intent or

effect of these regulations to restrict or deny access by adults to distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of these regulations to condone or legitimize the distribution of obscene materials.

(b) Findings and Determinations. The Billings City Council and ~~Yellowstone County Commission~~ hereby finds and determines that:

The establishment of adult uses in business districts which are immediately adjacent to and which serve residential neighborhoods has a deleterious effect on both the business and residential segments of the neighborhood, causing or contributing to blight and a downgrading of property values.

The establishment of more than two (2) adult uses within six hundred (600) feet of each other has a deleterious effect on surrounding residential and business areas and the fostering of such businesses within a close proximity tends to create a "skid row" atmosphere.

The location of several adult uses in the same neighborhood tends to attract an undesirable quantity and quality of transients, a circumstance which adversely affects property values, causes an increase in crime and encourages residents and businesses to move elsewhere.

Concern for, and pride in, the orderly planning and development of a neighborhood should be encouraged and fostered in those persons comprising residential and business segments of that neighborhood.

(c) Definitions. Terms used in this section, that are not specifically defined below, may be found in Section 27-201 BMCC. Where other definitions are necessary and are not defined in this Section or Section 27-201, the dictionary may define such terms.

- (1) Adult Arcade means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five (5) or fewer persons per machine at any one (1) time, and where the images so displayed are distinguished or characterized by an emphasis on the depiction or description of "specified sexual activities" or "specified anatomical areas."
- (2) Adult Book Store or Adult Video Store means a commercial establishment which, as one (1) of its principal business purposes, offers for sale or rental for any form of consideration any one (1) or more of the following:
 - a. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, video reproductions, slides, or other visual representations which are characterized by an emphasis on the depiction or description of "specified sexual activities" or "specified anatomical areas"; or
 - b. Instruments, devices, or paraphernalia which are designed for use in connection with "specified sexual activities."

(3) Adult Cabaret means a commercial establishment which regularly features:

- (a) Persons who appear nude or in a state of nudity or semi-nudity; or
- (b) Live performances which are characterized by the exposure of specified anatomical areas or by the exhibition of specified sexual activities;

~~(3)~~ (4) Adult Motel means a hotel, motel, or similar commercial establishment which:

- a. Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by an emphasis on the depiction or description or "specified sexual activities" or "specified anatomical areas"; and has a sign visible from the public right-of-way which advertises the availability of this adult type of photographic reproductions;
- b. Offers a sleeping room for rent for a period of time that is less than ten (10) hours; or
- c. Allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than ten (10) hours.

~~(4)~~ (5) Adult Motion Picture Theater means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly shown which are characterized by an emphasis on the depiction or description of "specified sexual activities" or "specified anatomical areas."

~~(5)~~ (6) Church or Other Place of Worship means a building which is used primarily for religious worship and related religious activities, including but not limited to churches, convents, monasteries, shrines, and temples.

~~(6)~~ (7) City means the City of Billings, Montana.

~~(7) County means Yellowstone County, Montana.~~

(8) Establishment means and includes any of the following:

- a. The opening or commencement of any sexually oriented business as a new business;
- b. The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business;
- c. The additions of any sexually oriented business to any other existing sexually oriented business; or
- d. The relocation of any sexually oriented business.

(9) Nudity or a state of nudity means (a) the appearance of a human bare buttock, anus, male genitals, female genitals, or areola or nipple of the female breast, or (b) a state of dress which fails to opaquely and fully cover human buttocks, anus, male or female genitals, pubic region or areola or nipple of the female breast.

~~(9)~~(10) Sexually Oriented Business means an adult arcade, adult book store, adult cabaret, adult video store, adult motel, or adult motion picture theater.

~~(40)~~(11) Specified Anatomical Area means the male genitals in a state of sexual arousal and/or the vulva or more intimate parts of the female genitals.

~~(44)~~(12) Specified Sexual Activities means and includes any of the following:

- a. The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts;
- b. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;
- c. Masturbation, actual or simulated; or
- d. Excretory functions as part of or in connection with any of the activities set forth in above (a) through (c).

~~(42)~~(13) Transfer of Ownership or Control of sexually oriented business means and includes any of the following:

- a. The sale, lease, or sublease of the business;
- b. The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange or similar means; or
- c. The establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

(d) Classification. Sexually oriented businesses are classified as follows:

- (1) Adult Arcades;
- (2) Adult Book Stores or Adult Video Stores;
- (3) Adult Cabarets
- ~~(3)~~ (4) Adult Motels; and
- ~~(4)~~ (5) Adult Motion Picture Theaters.

(e) Location of Sexually Oriented Business.

- (1) No person, whether as a principal or agent, clerk or employee, either for himself or any other person, or as an officer of any corporation, or otherwise, shall place, maintain, own, or operate any sexually oriented business within one thousand (1,000) feet of the following residential zones:
 - a. Agricultural Suburban (A-S) Zone;
 - b. Agriculture Open-Space (A-1) Zone;
 - c. Residential 15,000 (R-150) Zone;
 - d. Residential 9,600 (R-96) Zone;

- e. Residential 8,000 (R-80) Zone;
 - f. Residential 7,000 Restricted (R-70R) Zone;
 - g. Residential 7,000 (R-70) Zone;
 - h. Residential 6,000 Restricted (R-60R) Zone;
 - i. Residential 6,000 (R-60) Zone;
 - j. Residential 5,000 (R-50) Zone;
 - k. Residential Multi-Family (RMF) Zone;
 - l. Residential Multi-Family - Restricted (RMF-R) Zone;
 - m. Residential Manufactured Home (RMH) Zone; ~~or~~
 - n. Entryway Mixed Use (EMU) Zone; or
 - o. Any Planned Development Zone that allows residential uses unless such zone is separated from the location of a sexually oriented business by an Interstate Highway.
- (2) No person, whether as a principal or agent, clerk or employee, either for himself or any other person, or as an officer of any corporation, or otherwise, shall place, maintain, own, or operate any sexually oriented business within one thousand (1,000) feet of the following land uses:
- a. Public library;
 - b. Public playground or park (for purposes of this section, publicly owned multiuse trails shall be deemed to be a park);
 - c. Public or private school and its grounds, from pre-school kindergarten through twelfth grade;
 - d. A state licensed community residential facility, family day care home, group day care home, or day care center; ~~or~~
 - e. Church or other place of worship; or
 - f. A cemetery.
- (3) No person, whether as a principal or agent, clerk or employee, either for himself or any other person, or as an officer of any corporation, or otherwise, shall place, maintain, own or operate any sexually oriented business within six hundred (600) feet of another sexually oriented business.
- (4) For purposes of this section, specified distances will be measured in a straight line, without regard to intervening structures, from the property line of the sexually oriented business to the property line of the preceding land uses or zoning districts.
- (5) In addition to the preceding requirements, sexually oriented businesses are permitted in the following zones only:

- a. Central Business District (CBD) Zone;
 - b. Highway Commercial (HC) Zone;
 - c. Controlled Industrial (CI) Zone; or
 - d. Heavy Industrial (HI) Zone.
- (f) Nonconforming Use - Amortization period established. (Refer to BMCC Section 27-405(G))

Section 5. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

Section 7. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading October 26, 2009.

PASSED, ADOPTED AND APPROVED on second reading November 9, 2009.

CITY OF BILLINGS:

BY: _____
Ron Tussing, Mayor

ATTEST:

BY:
Cari Martin, City Clerk

Date: 11/09/2009

TITLE: ZC #853 - Clear Vision Text Amendment 2nd reading

PRESENTED BY: Candi Beaudry

Department: Planning & Community
Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change that will amend several sections of the Billings, Montana, City Code (BMCC) including section 27-604 related to fences; 27-615 related to clear vision areas; 27-618 regarding illustrations of clear vision areas; and deleting sections 22-441 through 22-448, a redundant section related to clear vision areas in the chapter on streets and sidewalks. The City Engineering Division and the Planning Division requested the City Zoning Commission initiate this amendment and on December 2, 2008, the Zoning Commission granted the request. On September 1, 2009, the Zoning Commission held a public hearing and received testimony on the zone change. The Zoning Commission voted to continue the public hearing until October 6, 2009, so revisions to the ordinance could be drafted that specifically apply to the Central Business District (CBD) zone. The Zoning Commission held the continued public hearing on October 6, 2009, and is forwarding a recommendation of approval of the revised ordinance on a 3-0 vote. The City Council held a public hearing of the ordinance on October 26, 2009, and approved the ordinance on first reading.

ALTERNATIVES ANALYZED

The City Council held a public hearing on October 26, 2009, and approved the ordinance on first reading. The City Council may:

- Approve the proposed text amendment to the regulations. The existing regulations may not provide the proper clear vision distances to ensure pedestrian, bicycle and vehicle safety at all intersections within the city limits but the regulations are effective for most situations. The amended regulations will provide improved safety at arterial intersections and where conditions exist that are not anticipated by current code.
- Not approve the proposed text amendments to the regulations.

FINANCIAL IMPACT

If adopted, the regulations should have little impact on the city budget.

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of approval for Zone Change #853 on a 3-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Ordinance Clear Vision Text Amendments](#)

Attachment A: Proposed Ordinance
Zone Change #853
ORDINANCE NO. 09-

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE (BMCC) BE AMENDED BY DELETING **Section 22-441 through 22-448**; AND REVISING **Section 27-604 (d) – Fences Walls and Hedges; Section 27-615 – Visibility at Intersections; and Section 27-618 – Illustrations**, ADOPT THE REVISIONS AS AN AMENDMENT TO THE BMCC AND THE ZONING REGULATIONS AND SET A TIME PERIOD FOR THE REGULATION TO BE EFFECTIVE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Section 27-1502, BMCC*, provide for amendment to the City Zoning Regulations from time to time. The City Council initiated the amendment to the City Zoning Regulations and the City Zoning Commission and staff have reviewed the proposed zoning regulations hereinafter described. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the proposed amendments to the City Zoning Regulations.

2. DESCRIPTION. The zoning regulation shall apply to all land within the City of Billings.

3. AMENDMENT. That the Billings, Montana City Code be amended by deleting Sections 22-441 through 22-448; and revising Section 27-604, Section 27-615 and Section 27-618 as follows:

Sec. 22--441. Vision obstruction.
Delete section in its entirety

Sec. 22-442. Safety hazard.
Delete section in its entirety

Sec. 22-443. Unlawful obstructions.
Delete section in its entirety

Sec. 22-444. Notice of vision obstruction.
Delete section in its entirety

Sec. 22-445. Notice contents.
Delete section in its entirety

Sec. 22-446. Notice procedure.
Delete section in its entirety

Sec. 22-447. Interest.
Delete section in its entirety

Sec. 22-448. Appeal to city council.
Delete section in its entirety

Section 27-604 – Fences, Walls and Hedges.

(d) Setbacks for clear vision areas zones. No fence, wall or hedge greater than ~~three (3) feet~~ thirty (30) inches in height may be erected or maintained in any zoning district within a clear vision zone pursuant to Section 27-615 and as illustrated in figures 1, 2, and 3 of section 27-618.

Section 27-615 – Visibility at Intersections.

(a) On corner lots at the intersection of all streets, except those intersections which are controlled by stop signs, yield signs or traffic signals, no fence, hedge, wall, shrub, structure or vision impediment over ~~thirty-six (36)~~ thirty (30) inches in height above an established top-of-curb grade shall be located within a triangular area formed by the intersecting street centerlines and a straight line joining such intersecting lines at points ~~one hundred and ten (110) feet distant from the point of intersection measured along the centerlines of the streets~~ measured back from the point where the centerlines or the extension of the centerlines intersect a distance as shown in Table 1 (See BMCC section 27-618, ~~Figure-3~~ Figures 3a, 3b, and 3c).

Table 1—Clear Vision Areas at Intersections

<u>INTERSECTION TYPE</u>	<u>Clear Vision Area Required:</u>	<u>Reference Figure in Sec. 27- 618</u>
<u>Minor Street Stop</u>	<u>Entering a Local Street—10' x 55'(along property lines)</u> <u>Entering Collector Street—10' x 75'(along property lines)</u> <u>Entering Arterial Street—10' x 95' (along property lines)</u>	<u>Fig. 2a</u>
<u>All-Way Stop</u>	<u>20' x 20' along property lines</u>	<u>Fig. 2b</u>
<u>Yield</u>	<u>25' x 60' along property lines</u>	<u>Fig. 2c</u>
<u>Traffic Signal</u>	<u>Same as minor street stop looking toward approaching traffic in nearest travel lanes</u> <u>Same as all-way stop looking opposite direction</u>	<u>Fig. 2d</u>

<u>--Open (uncontrolled)</u>		
<u>4-legged</u>	<u>110' x 110' along street centerline</u>	<u>Fig. 3a</u>
<u>2-legged (right angle curve with street centerline radius of 100 feet or less)</u>	<u>80' x 80' along street centerlines (extended)</u>	<u>Fig. 3b</u>
<u>"T" intersection</u>	<u>25' along stem x 60' along top of "T" measured along property lines (see Note 1)</u>	<u>Fig 3c</u>

Notes & Exceptions for Table 1:

1) Only applies to "permanent" T-intersections where there is no chance of the street extending through. Intersections where the property along the top of the "T" is not subdivided or is split into lots significantly larger than the majority of lots in the subdivision, or where there is a private street extending into the adjacent property opposite the stem of the "T" will be treated as a 4-legged intersection

2) In cases where there is a curve coming into the intersection or the street alignment near the intersection deviates by more than 5 degrees from tangent may be subject to increased (additional) restrictions based on technical review by the City Traffic Engineer.

3) Along arterial and collector streets where the "major" street curblines is more than 20 feet from the property line, the clear vision area may be reduced to that provided for a stop controlled local street intersection

4) For minor street stop (case 2a) entering a street with a posted speed limit greater than 45 MPH, the required clear vision area will be based on an engineering review subject to approval by the City Traffic Engineer.

5) Along private streets where there is no property line, controlled intersection areas shall be measured as though there is a property line 12 feet behind the curblines of the private street.

(b) On corner lots at intersections where one (1) or more approaches are controlled by either a stop sign, yield sign, or a traffic signal, no fence, hedge, wall, shrub, structure or vision impediment over ~~thirty-six (36)~~ thirty (30) inches in height above an established top-of-curb grade shall be located within a triangular area formed by the intersecting lines at points ~~twenty-five (25)~~ feet distant from the point of intersection as measured along the property lines as provided in Table 1 (See BMCC section 27-618, ~~Figure 2~~ Figures 2a, 2b, 2c, and 2d).

(c) On the street side of all lots where an alley or private driveway enters the street right-of-way, a triangular clear vision area zone shall be maintained. Such area zone shall be measured ten (10) feet into the lot from the edge of the sidewalk nearest the property line or where no sidewalk exists, from the edge of the property line, and twenty (20) feet parallel to the street measured from the edge of any alley, away from the alley, along the edge of the sidewalk nearest the property line or, where no sidewalk exists, along the property line. as defined in Table 2. No fence, hedge, wall, shrub or structure over thirty-six (36) thirty (30) in height above an established top-of-curb grade shall be erected or maintained within the above defined this clear vision area triangle (See BMCC section 27-618, Figure 1a). If no sidewalk exists, the point of reference for all measurements shall be determined by the city engineer or county public works director. all measurements shall be made from and along the property line.

Table 2—Clear Vision Area at Driveways and Alley Approaches

<u>Approach Type</u>	<u>Clear Vision Area Required</u>
<u>--Commercial drives and all alleys (commercial includes 3-plex and larger)</u>	<u>15' from back curb or 10' from back walk, whichever is greater, measured into the property along the edge of the driveway, then continuing to a point 5' behind walk and 30' from the edge of the driveway, then continuing along a line 5' from and parallel to the back of walk to a point located</u> <u>--- 70' from centerline drive along local streets</u> <u>--- 90' from centerline drive along collector streets</u> <u>--- 110' from centerline drive along arterial streets</u> <u>(See Note 1)</u>
<u>--Residential (Single Family or duplex)</u>	<u>12' from back of walk into property measured along the edge of the drive, to a point 5' behind sidewalk & 20 feet from edge of drive, thence continuing along a line 5' behind and parallel to the back of walk to a point</u> <u>--- 70' from centerline drive on local streets</u> <u>--- 90' from centerline drive on collector streets</u> <u>--- 110' from centerline drive on arterial streets</u>

Notes for Table 2:

- 1) For commercial driveways the point of reference for “centerline” shall be the actual marked centerline when there are two (2) or more exit lanes.
- 2) For driveways entering a street with a posted speed limit greater than 45 MPH, the required clear vision area will be based on an engineering review subject to approval by the City Traffic Engineer.

(d) Central Business District. On corner lots at intersections within the Central Business District no fence, hedge, wall, shrub, structure or vision impediment over

thirty (30) inches in height above an established top-of-curb grade shall be located within a triangular area formed by the intersecting lines measured along the street centerline and the back of curbline as provided in Table 3 (See BMCC section 27-618, Figure 2 Figures 2e). In cases where the clear vision area at intersections extends 2 feet or less on to private property, the City Engineer is authorized to review and may waive the clear vision area.

On the street side of all lots within the Central Business district where an alley or driveway enters the street right-of-way, a vehicular and pedestrian clear vision area shall be maintained. Such areas shall be as defined in Table 4. No fence, hedge, wall, or shrub over thirty (30) in height above an established top-of-curb grade shall be erected or maintained within these clear vision areas (See BMCC section 27-618, Figure 1b). The clear vision area for alleys and driveways shall not apply to buildings or pertinent parts thereof within the Central Business District.

TABLE 3 CBD Clear Vision Areas at Intersections

<u>INTERSECTION TYPE</u>	<u>Clear Vision Area Required:</u>	<u>Reference Figure in Sec. 27- 618</u>
<u>Stop Sign or Traffic Signal</u>	<p><u>Entering 25 MPH Street—Triangle 14 feet along centerline on the stop controlled approach measured from back of curb on the intersecting street by 205 feet along the curbline or the extension of the curb on the cross street</u></p> <p><u>Entering 35 MPH Street— Triangle 14 feet along centerline on the stop controlled approach measured from back of curb on the intersecting street by 290 feet along the curbline or the extension of the curb on the cross street</u></p> <p><u><i>Entering street with speed limit above 35 mph— the required clear vision area will be based on an engineering review subject to approval by the City Traffic Engineer</i></u></p>	<u>Fig. 2e</u>
<u>Yield</u>	<u><i>The required clear vision area will be based on a site specific engineering review subject to approval by the City Traffic Engineer</i></u>	<u>none</u>
<u>Open (uncontrolled)</u>	<u><i>The required clear vision area will be based on a site specific engineering review subject to approval by the City Traffic Engineer</i></u>	<u>none</u>

TABLE 4 CBD Clear Vision Areas at alleys and driveways

<u>Clear Vision area for:</u>	<u>Clear Vision Area Required: <i>The clear vision area for alleys and driveways shall not apply to buildings or pertinent parts thereof within the Central Business District.</i></u>	<u>Reference Figure in Sec. 27- 618</u>
<u>Vehicular traffic</u>	<p><u>Entering 25 MPH Street—Triangle measured along centerline of the driveway or alley 14 feet from back of curb by 205 feet along the curblines or the extension of the curblines on the cross street</u></p> <p><u>Entering 35 MPH Street— Triangle measured along centerline of the driveway or alley 14 feet from back of curb by 290 feet along the curblines or the extension of the curblines on the cross street</u></p> <p><u><i>Entering street with speed limit above 35 mph— the required clear vision area will be based on an engineering review subject to approval by the City Traffic Engineer</i></u></p>	<u>Fig. 1b</u>
<u>Pedestrian Traffic</u>	<u>The clear vision area is defined by a triangle 10 feet along edge of alley or driveway and 20 feet along back of sidewalk</u>	<u>Fig 1b</u>

~~(d)~~ (e) Approved advertising signs, and public use controls and systems may be permitted in this any of the above defined clear vision triangular areas. In addition, trees with a maximum trunk diameter of one (1) foot measured four (4) feet above the ground line, and trimmed of all branches between the ground line and eight (8) feet in height, may be permitted in this the above defined clear vision triangular areas.

Section 27-618 – Illustrations.

FIGURE 1a. VISIBILITY AT ALLEY AND DRIVE APPROACHES

At the intersection of any alley or any driveway in a commercial zone and a public street outside of the Central Business District, the illustrated clear vision triangle area shall be maintained.

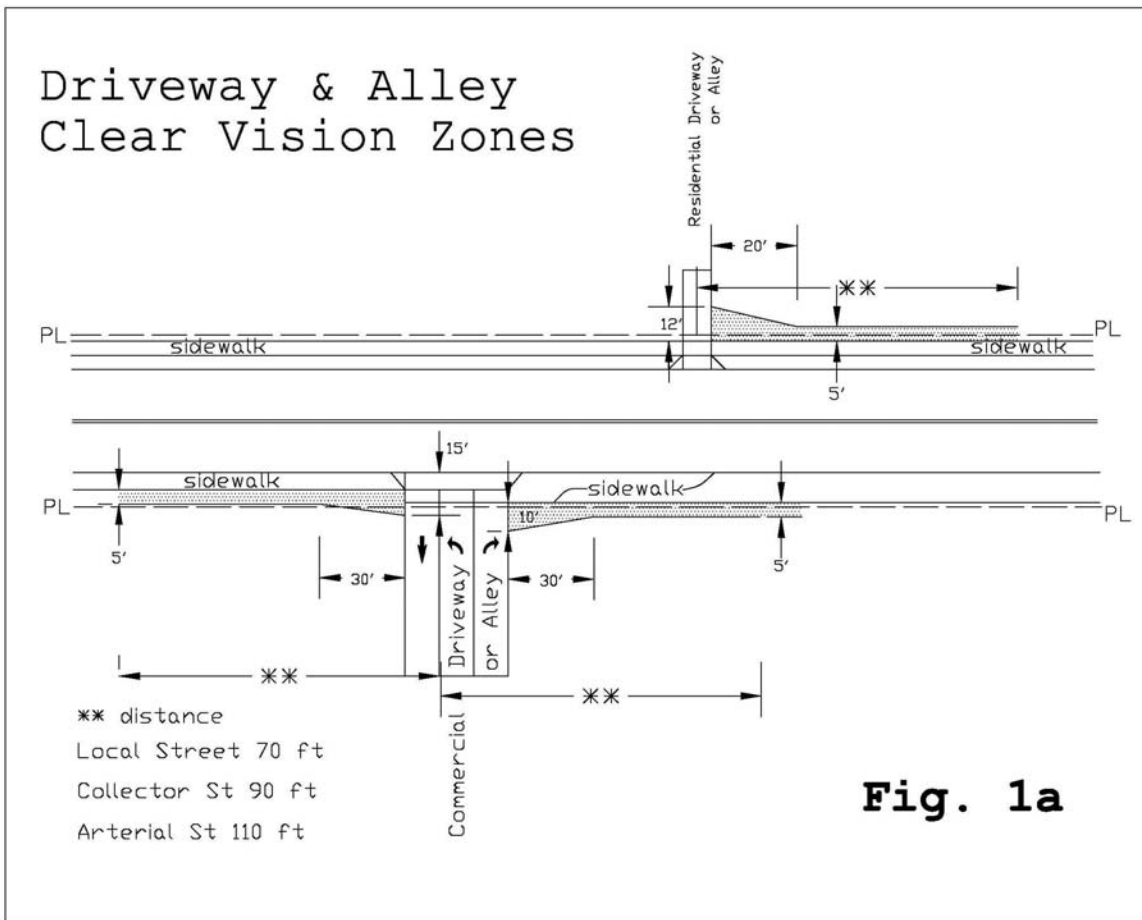


FIGURE 1b. VISIBILITY AT ALLEY AND DRIVE APPROACHES

At the intersection of any alley or any driveway in a commercial zone and a public street within the Central Business District, the illustrated clear vision triangle areas shall be maintained. The clear vision area for alleys and driveways shall not apply to buildings or pertinent parts thereof within the Central Business District.

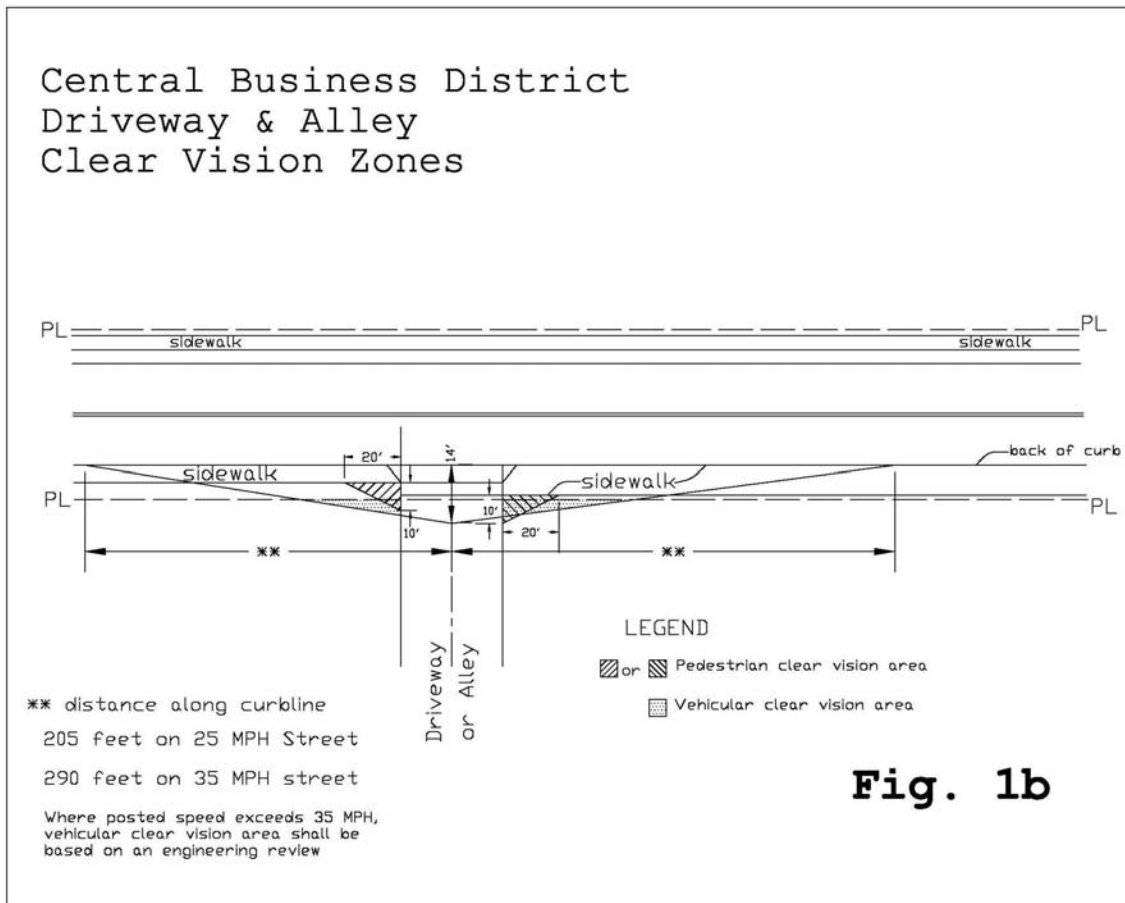


FIGURE 2a. VISIBILITY AT INTERSECTIONS: CONTROLLED MINOR STREET STOP CONTROL

At any intersection where one (1) or more approaches is controlled by a stop sign or traffic signal, the illustrated clear vision triangle area shall be maintained.

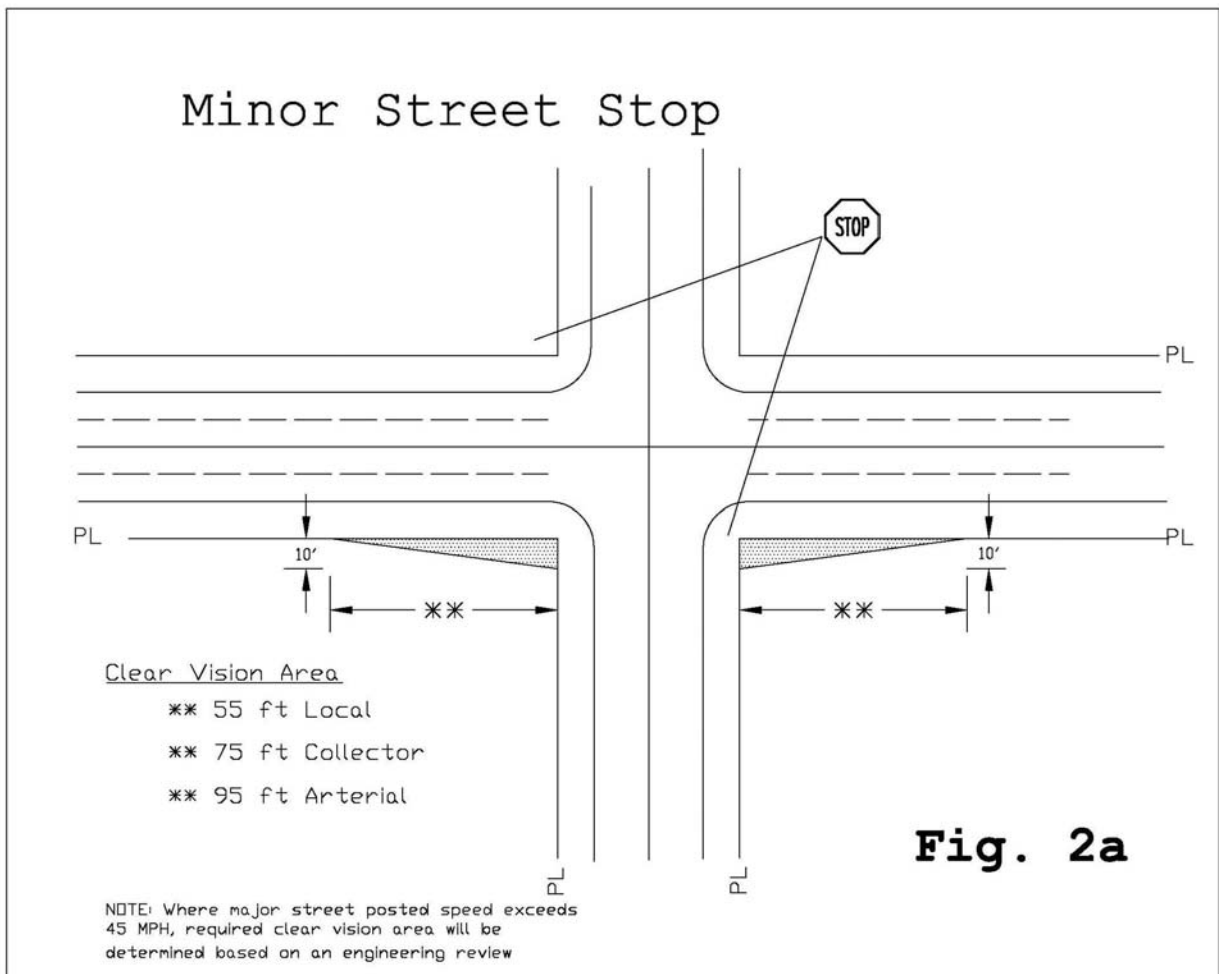


FIGURE 2b. VISIBILITY AT INTERSECTIONS: ALL-WAY STOP CONTROL

At any intersection where all approaches are controlled by stop signs the illustrated clear vision area shall be maintained.

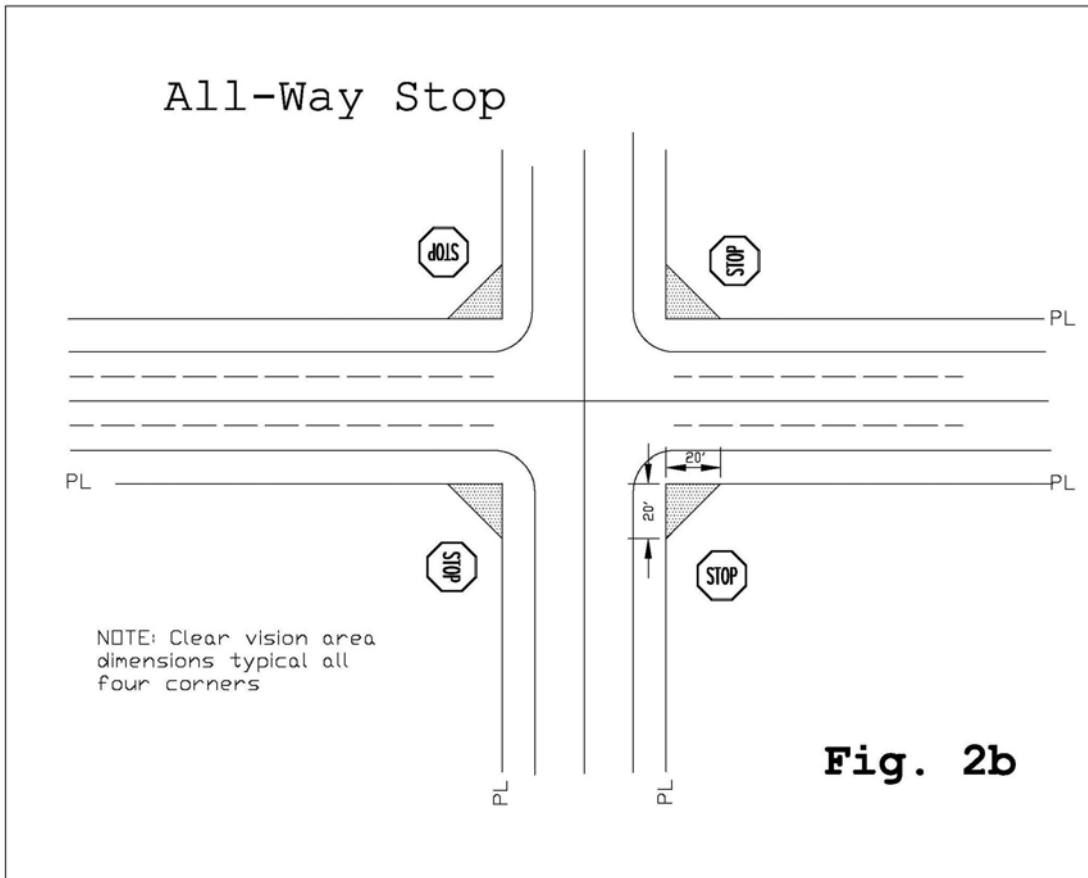


FIGURE 2c. VISIBILITY AT INTERSECTIONS: YIELD CONTROL

At any intersection where one (1) or more approaches is controlled by a yield sign the illustrated clear vision area shall be maintained.

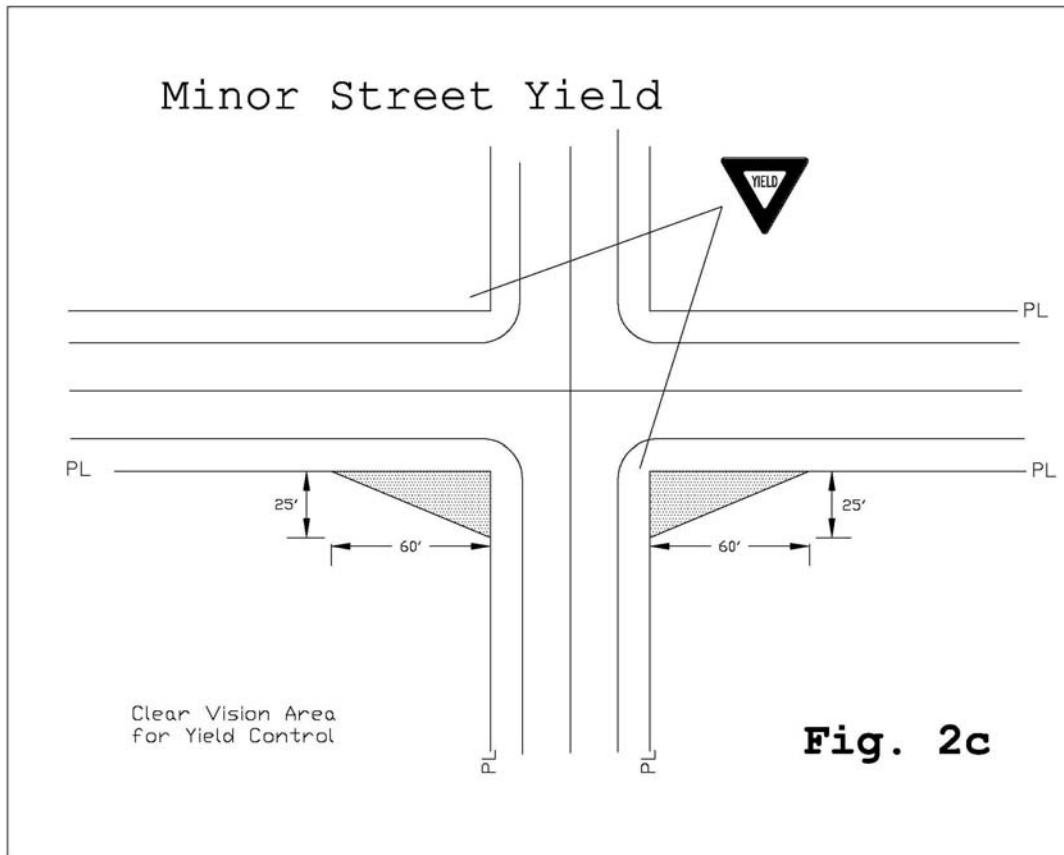


FIGURE 2d. VISIBILITY AT INTERSECTIONS: TRAFFIC SIGNAL CONTROL
 At any intersection where traffic is controlled by traffic signals the illustrated clear vision area shall be maintained.

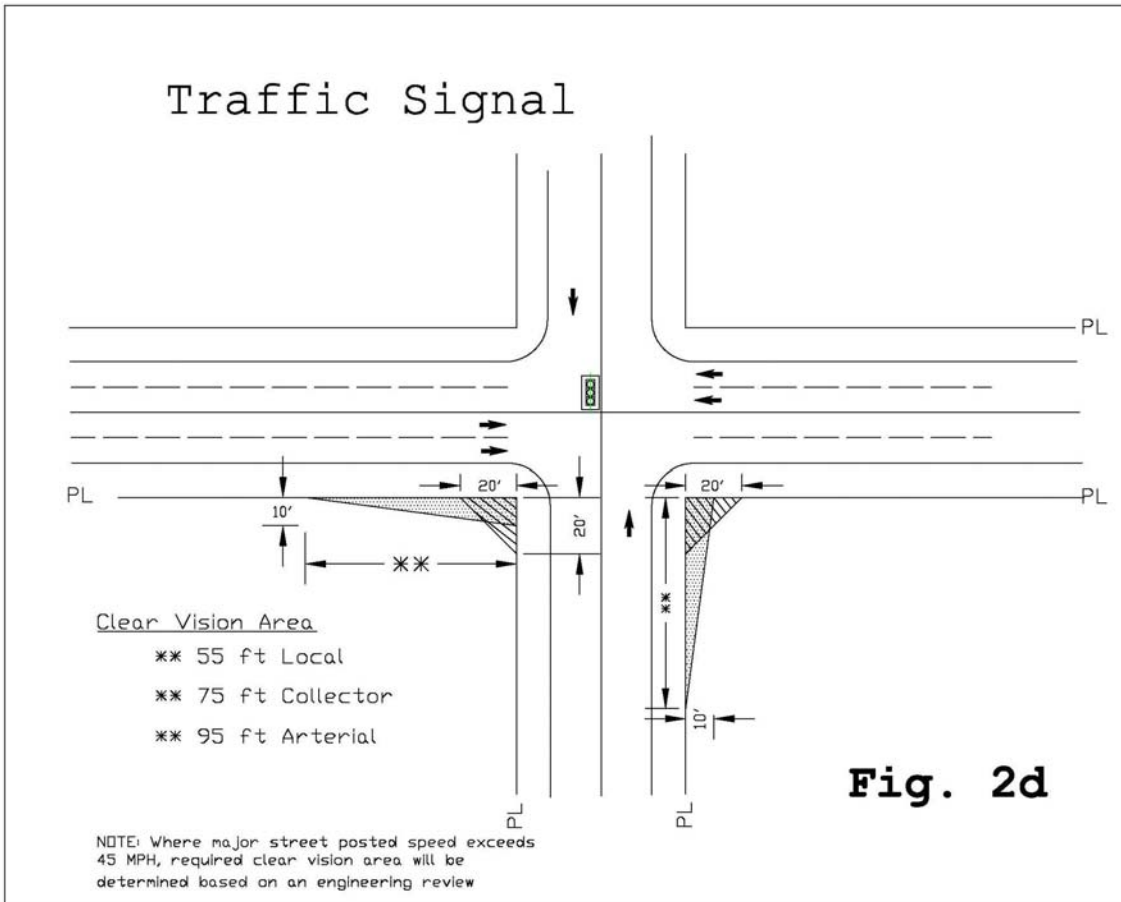
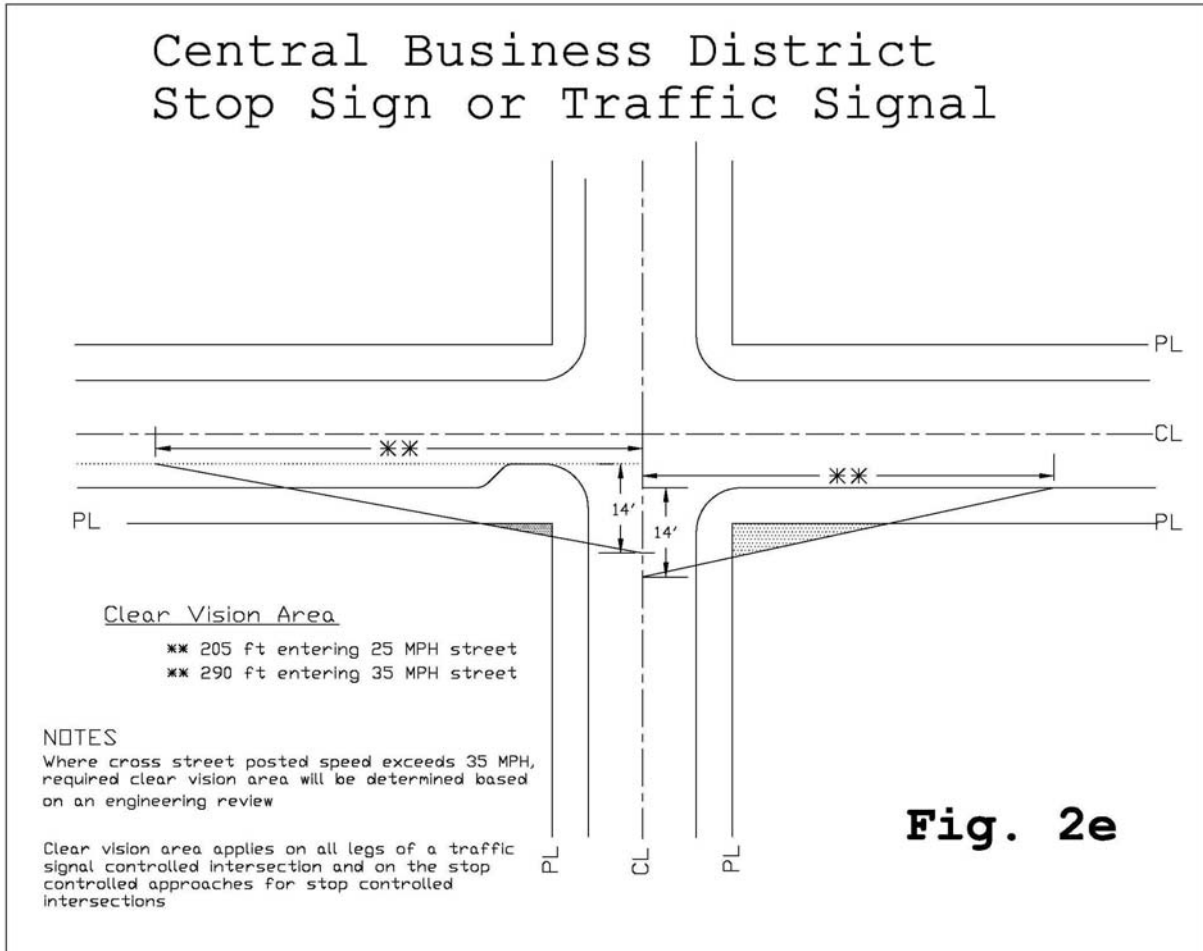


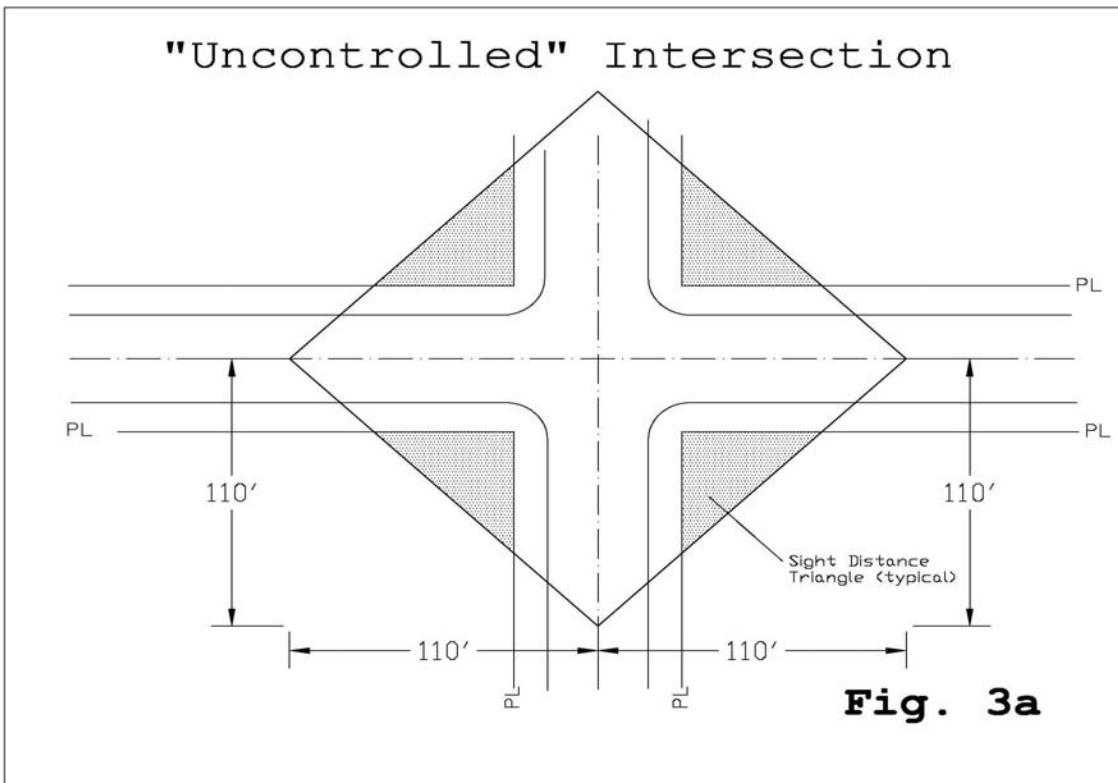
FIGURE 2e. VISIBILITY AT STOP SIGN AND TRAFFIC SIGNAL CONTROLLED INTERSECTIONS IN THE CENTRAL BUSINESS DISTRICT

At any intersection within the Central Business District where traffic is controlled by stop signs or traffic signals the illustrated clear vision area shall be maintained.



FIGURES 3a, 3b, and 3c. VISIBILITY AT INTERSECTIONS: UNCONTROLLED

At any intersection where none of the approaches is are controlled by either a stop sign, yield sign or traffic signal, the illustrated clear vision triangle areas shall be maintained.



2-Leg Uncontrolled Intersection

(90 degree curve with street centerline radius of 100 feet or less)

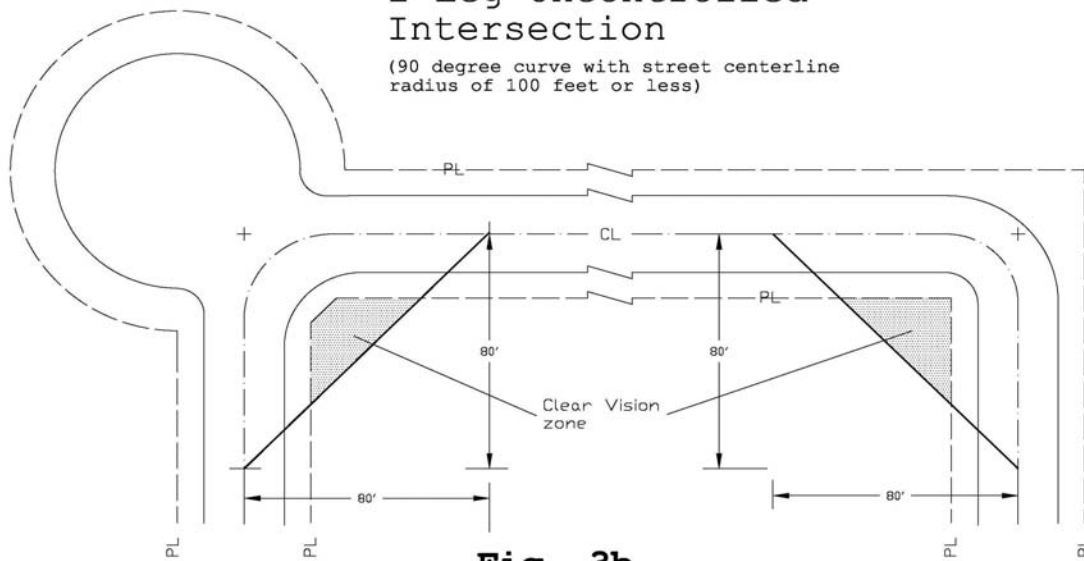


Fig. 3b

Permanent "T" Intersection

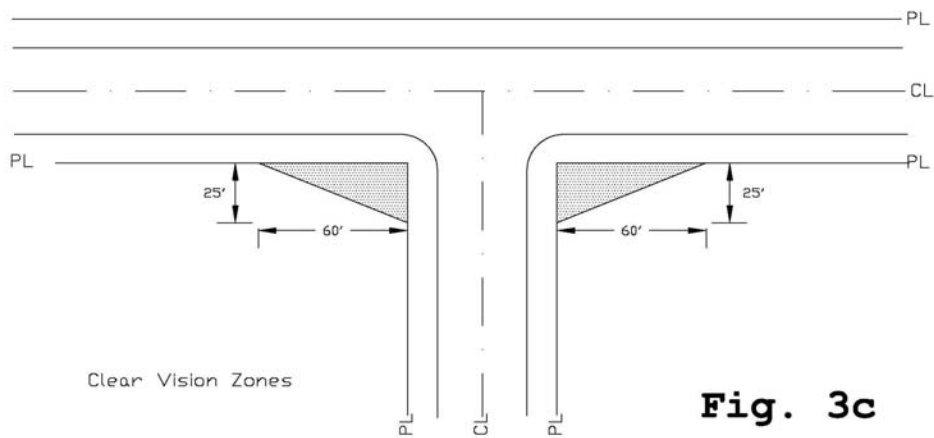


Fig. 3c

4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading October 26, 2009.

PASSED, ADOPTED AND APPROVED on second reading November 9, 2009.

CITY OF BILLINGS:

BY: _____
Ron Tussing, Mayor

ATTEST:

BY: _____
Cari Martin, City Clerk

ZC#853 – Text Amendment Clear Vision Areas

Regular City Council Meeting

Consent : 1.P.

Date: 11/09/2009

TITLE: Zone Change #858, 2nd Reading - 415 and 431 South Billings Boulevard

PRESENTED BY: Candi Beaudry

Department: Planning & Community
Services

Information

PROBLEM/ISSUE STATEMENT

This is a zone change request from Residential 6,000 (R-60) and Residential 9,600 (R-96) to Controlled Industrial (CI) on C/S 473 (R-96) and the South 132 feet of Lot 4 in the SW1/4 of Section 9, 1 South, 26 East (R-60) located at 415 and 431 South Billings Boulevard. The property is vacant and has been recently cleared and graded. The applicant is Hanser Properties, LP, and is represented by Ralph Hanser. The Zoning Commission conducted a public hearing on October 6, 2009, and is forwarding a recommendation of approval on a 3-0 vote. The City Council conducted a public hearing of the ordinance on October 26, 2009, and approved the zone change on first reading.

ALTERNATIVES ANALYZED

State law at MCA 76-2-304 requires that all zone changes be reviewed in accordance with 12 criteria. Using the 12 criteria to determine the appropriateness of the zone change request, the City Council may:

- Approve the zone change request; or
- Deny the zone change request; or
- Allow withdrawal of the application; or
- Delay action for up to thirty (30) days

FINANCIAL IMPACT

If the proposed zone change is approved, the property is expected to develop, increasing the City's tax base and contributing to the South Billings Boulevard Tax Increment Finance District.

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of approval to the City Council for Zone Change #858 and adoption of the 12 Zoning Commission Determinations on a 3-0 vote.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Zone Change #858 Ordinance](#)

ORDINANCE NO. 09-_____
AN ORDINANCE AMENDING THE ZONE
CLASSIFICATION FOR C/S 473 and the
South 132 feet of Lot 4 in the SW1/4 of
Section 9, 1 South, 26 East containing
4.87 acres

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS,
MONTANA:

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA, and Sections 27-302 and 27-1502, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the twelve (12) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the twelve (12) criteria required by state law.

2. DESCRIPTION. A tract of land known as C/S 473 containing 2.85 acres and is presently zoned **Residential 9,600 (R-96)** and a tract of land known as the South 132 feet of Lot 4 in the SW1/4 of Section 9, 1 South, 26 East and is presently zoned **Residential 6,000 (R-60)** and is shown on the official zoning maps within this zone.

3. ZONE AMENDMENT. The official zoning map is hereby amended and the zoning for **the above described parcels** is hereby changed from **Residential 9,600 (R-96) and Residential 6,000 (R-60)** to **Controlled Industrial (CI)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Controlled Industrial (CI)** as set out in the Billings, Montana City Code.

4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

5. EFFECTIVE DATE. This ordinance shall be effective from and after final passage and as provided by law.

PASSED by the City Council on first reading October 26, 2009.

PASSED, ADOPTED AND APPROVED on second reading November 9, 2009.

CITY OF BILLINGS:

BY: _____
Ron Tussing, Mayor

ATTEST:

BY: Cari Martin, City Clerk

Zone Change #858- 415 & 431 South Billings Boulevard

Regular City Council Meeting

Consent : 1.Q.

Date: 11/09/2009

TITLE: Kuhlman Subdivision, Amended Lot 6 Final Plat

PRESENTED BY: Candi Beaudry

Department: Planning & Community
Services

Information

PROBLEM/ISSUE STATEMENT

The final plat for Kuhlman Subdivision, Amended Lot 6, is being presented to Council for approval. On May 26, 2009, the City Council conditionally approved 2 lots on an approximately 0.46-acre tract of land. The subject property is located between Josephine Drive and Kuhlman Drive on the west side of Main Street in the Heights, a few blocks north of the Hilltop Road intersection. The property currently has one single-family home on its south side, but is zoned Highway Commercial (HC) and is surrounded by a variety of uses. The property owners are Lesley and Troy Boucher and the agent is Blueline Engineering. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the final plat; or
- Deny the final plat

FINANCIAL IMPACT

Should the City Council approve the final plat, the vacant area on the north half of the subject property could be sold and developed, which could result in additional tax revenues for the City.

RECOMMENDATION

Staff recommends that the City Council approve the final plat of Kuhlman Subdivision, Amended Lot 6.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Final plat](#)

NOTICE OF PLANNING BOARD APPROVAL

STATE OF MONTANA)
)ss
 County of Yellowstone)

This amended plat has been approved by the Yellowstone County Board of Planning and conforms to the requirements of that board.
 Dated this _____ day of _____, 20__.

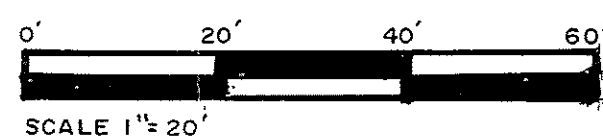
President _____

Executive Secretary _____

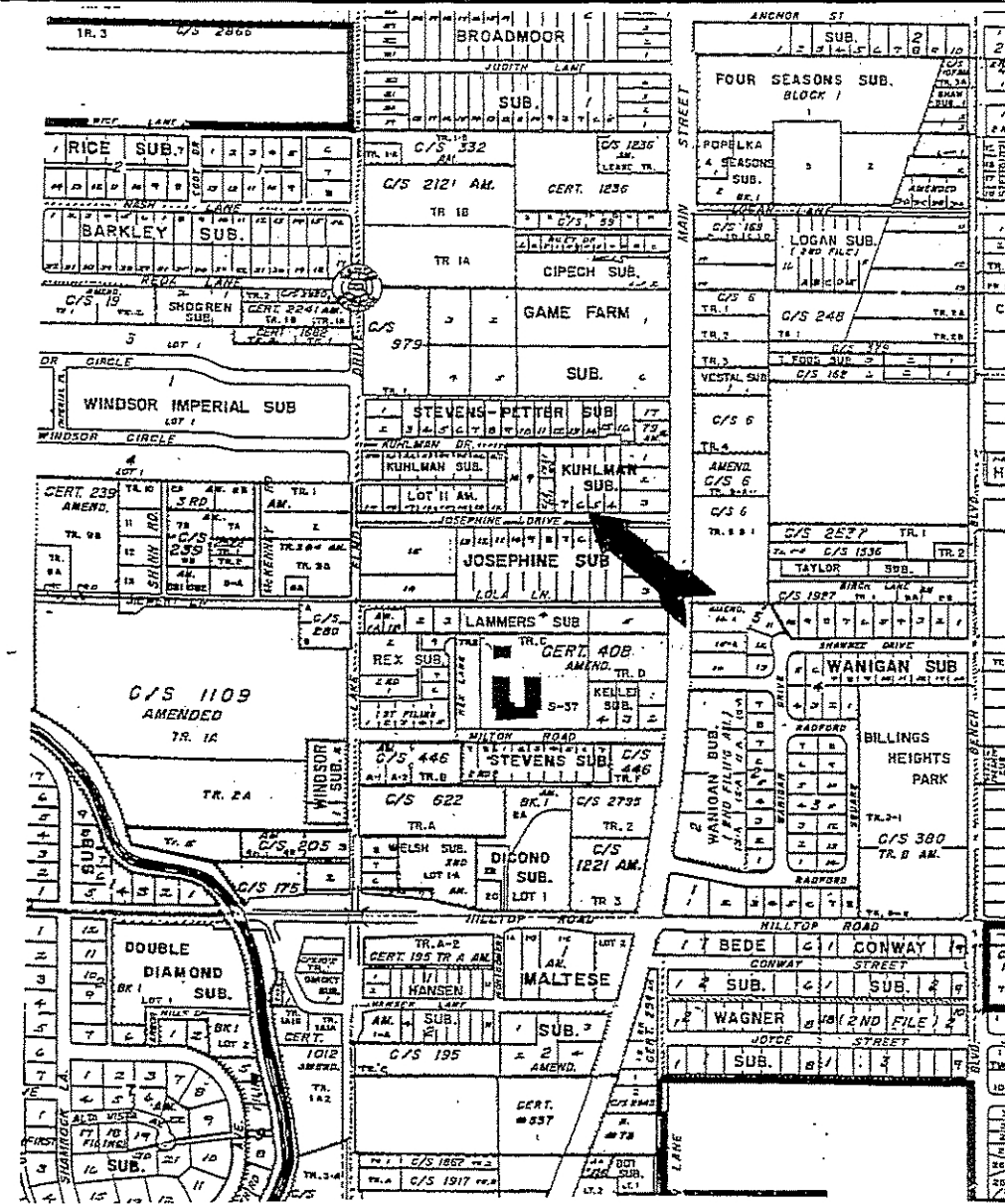
CITY ATTORNEY'S STATEMENT

This document has been reviewed by the City Attorney's Office and is acceptable as to form. Dated this _____ day of _____, 20__.

Reviewed by _____
 City Attorney



○ = Set 5/8" Rebar with YPC 11289LS
 ● = Found survey markers as noted on plat



VICINITY MAP

AMENDED PLAT OF
 LOT 6, KUHLMAN SUBDIVISION

Amending Lot 6, Kuhlman Subdivision being located in the SE 1/4 of Section 22, T1N, R26E, PMM, City of Billings and Yellowstone County, Montana.

Prepared for: Lesley A. and Troy Boucher
 By: North Star Land Services, P.C. March 2009
 Blueline Engineering, LLC

LEGAL DESCRIPTION
 PROPERTY OWNERS CERTIFICATIONS AND DEDICATION

We, the undersigned property owners, hereby certify that we have caused to be surveyed a tract of land, Amending Lot 6, as shown on Kuhlman Subdivision, being located in the SE 1/4 of Section 22, T1N, R26E, PMM, City of Billings and Yellowstone County, Montana, more particularly described as follows:

Beginning at the northwest corner of Lot 6, Kuhlman Subdivision, thence S89°30'00"E, 70.00 feet, thence S00°11'00"W, 285.58 feet, thence N89°30'00"W, 70.00 feet, thence N00°11'00"E, 285.58 feet to the point of beginning and containing 19,990.16 square feet. Subject to all existing easements and/or right-of-ways of record, apparent on the ground or reserved on this survey.

The above described tract of land is to be known as "Amended Plat of Lot 6, Kuhlman Subdivision". The undersigned hereby grants unto each and every person, firm, corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, television, water or sewer service to the public, the right to joint use of and easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across designated on this plat as "Utility Easement" to have and to hold forever.

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
)ss
 County of Yellowstone)

We hereby certify that we have examined the annexed and forgoing Amended Plat of Lot 6, Kuhlman Subdivision to the City of Billings and find that said amended plat conforms with the requirements of the laws of the State of Montana and the requirements from the Yellowstone County Planning Board. It is therefore approved and the dedication of the public use of any land shown as dedicated to such use is accepted.

By: _____
 Mayor

Attest: _____
 City Clerk

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
)ss
 County of Yellowstone)

Thomas G. Kelly, a Registered Land Surveyor in the State of Montana, do hereby certify that I have performed the survey shown on this Plat/Certificate of Survey and that such survey was made in March 2009; that said survey is true and complete as shown and the monuments found and set are of the character and occupy the positions shown thereon.

Dated this _____ day of _____, 20__.

Thomas G. Kelly
 Registration Number 11289 LS
 33 Centennial Road
 Columbus, MT 59019

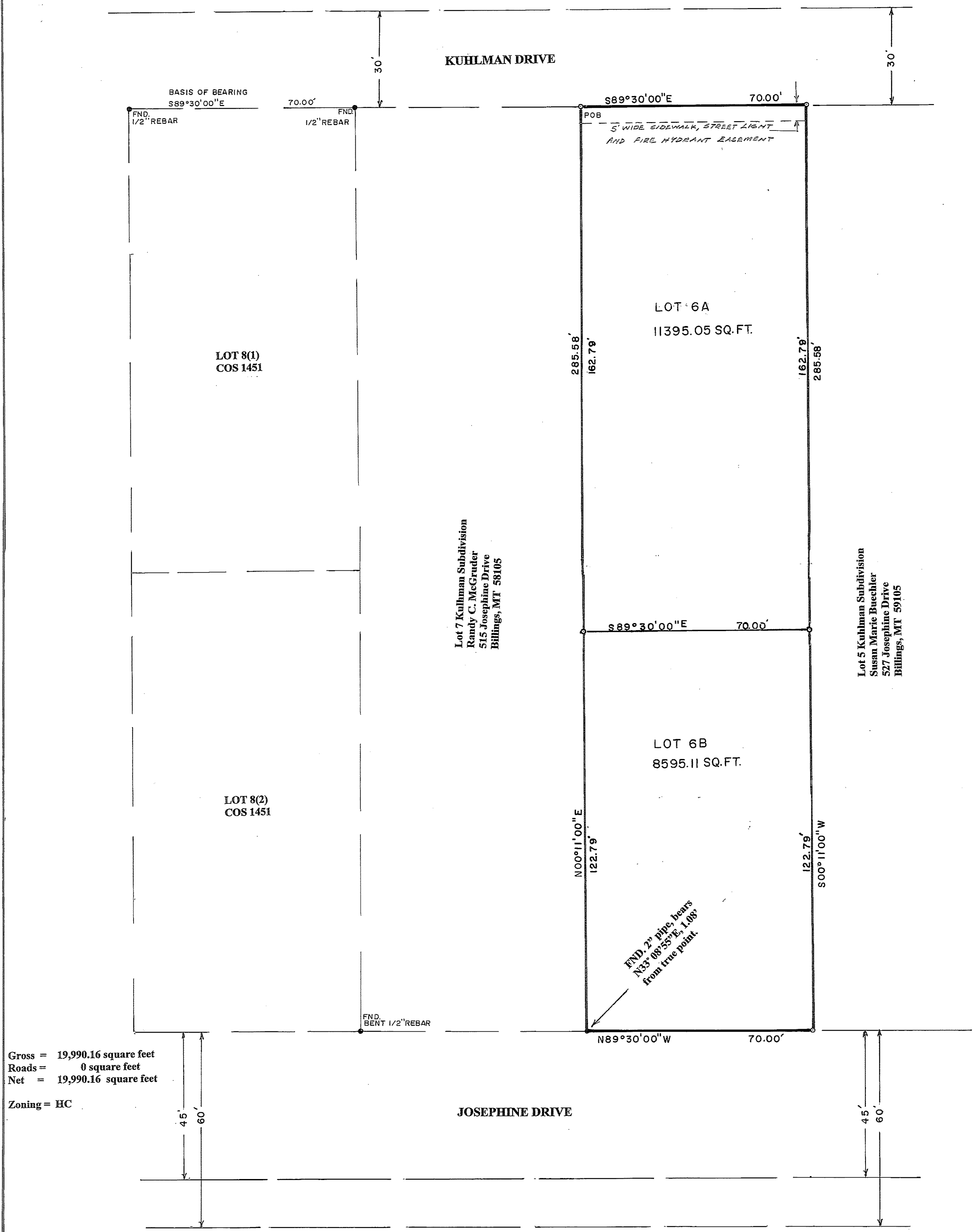
STATE OF MONTANA)
)ss
 County of _____)

On this _____ day of _____, 20__, before me a Notary Public for the State of Montana, personally appeared Thomas G. Kelly person whose name is subscribed to the within instrument and acknowledges to me that he executed the same.

Print _____

Sign _____
 Notary Public in and for the State of Montana
 Residing at _____
 My commission expires _____

CLERK AND RECORDERS FILING INFORMATION



Gross = 19,990.16 square feet
 Roads = 0 square feet
 Net = 19,990.16 square feet
 Zoning = HC

Lot 7 Kuhlman Subdivision
 Randy C. McGruder
 515 Josephine Drive
 Billings, MT 59105

Lot 5 Kuhlman Subdivision
 Susan Marie Boucher
 527 Josephine Drive
 Billings, MT 59105

Lesley A. Boucher _____ Date _____

Troy Boucher _____ Date _____

STATE OF MONTANA)
)ss
 County of _____)

On this _____ day of _____, 20__, before me a Notary Public for the State of Montana, personally appeared Lesley A. and Troy Boucher whose names are subscribed to the within instrument and acknowledges to me that they executed the same.

Print _____
 Sign _____
 Notary Public in and for the State of Montana
 Residing at _____
 My commission expires _____

CERTIFICATION 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 below and encompassed by this survey have been paid.

Yellowstone County Treasurer _____ Date _____

CERTIFICATE OF APPROVAL BY ENGINEER'S OFFICE FOR ERRORS AND OMISSIONS

STATE OF MONTANA)
)ss
 County of Yellowstone)

I hereby certify that I have examined the hereto annexed Amended Plat of Lot 6, Kuhlman Subdivision to the City of Billings and find that said plat conforms with the requirements of the laws of the State of Montana and said plat conforms with the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit, and I have reviewed said plat for errors and/or omissions in calculation and drafting.

IN WITNESS WHEREOF, I have executed the Certificate of Approval by the City Engineer's Office this _____ day of _____, 20__.

Examining Land Surveyor for the City of Billings _____

CERTIFICATE OF APPROVAL BY CITY ENGINEERS OFFICE

STATE OF MONTANA)
)ss
 County of Yellowstone)

I hereby certify that the annexed and forgoing subdivision plat conforms with Section 76-4-125(2)(a), MCA "divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first-class or second-class municipalities for which the governing body certifies, pursuant to 76-4-127, that adequate storm water drainage and adequate municipal facilities will be provided.

IN WITNESS WHEREOF, I have executed this Certificate of Approval, this _____ day of _____, 20__.

City Engineers Office _____

Regular City Council Meeting

Consent : 1.R.

Date: 11/09/2009

TITLE: Blaesius Subdivision, Amended Lots 3A & 4A, Final Plat

PRESENTED BY: Candi Beaudry

Department: Planning & Community
Services

Information

PROBLEM/ISSUE STATEMENT

The final plat for Blaesius Subdivision, 1st Filing, Amended Lots 3A & 4A , is being presented to Council for approval. On February 9, 2009, the City Council conditionally approved 4 lots on approximately 0.64 acres of land. The subject property is zoned Residential 6000 (R-60) and is located on North 16th Street between 8th Avenue North and Vuecrest Drive. The property currently has one new two-family home on it, and three additional duplexes are proposed. The property owner and agent is T.P. Renovators, LLC, and the Engineer is Sanderson Stewart. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

ALTERNATIVES ANALYZED

The City Council may:

- Approve the final plat; or
- Deny the final plat.

FINANCIAL IMPACT

Should the City Council approve the final plat, the existing and proposed duplex buildings on the subject property could be sold separately, which could result in additional tax revenues for the City.

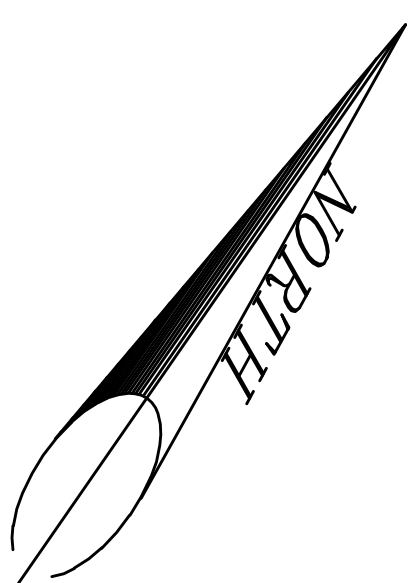
RECOMMENDATION

Staff recommends that the City Council approve the final plat of Blaesius Subdivision, First Filing, Amended Lots 3A and 4A.

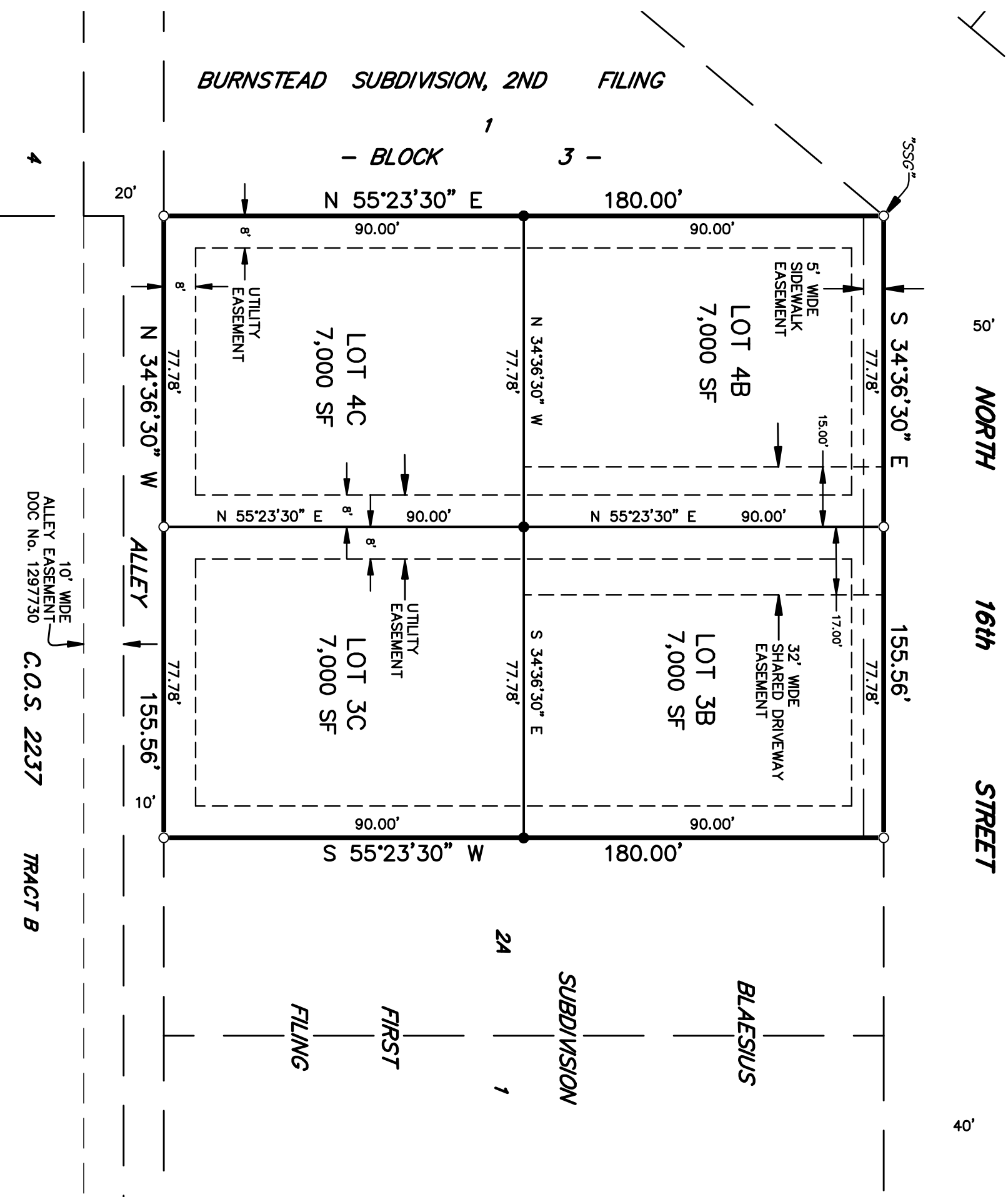
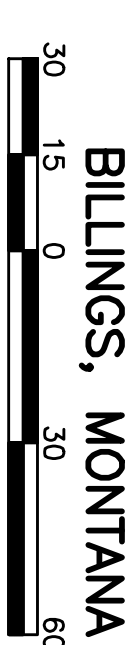
APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Blaesius final plat](#)



AMENDED PLAT OF LOTS 3A AND 4A OF AMENDED LOTS 2, 3 AND 4,
BLAESIUS SUBDIVISION FIRST FILING
 SITUATED IN THE NW1/4 OF SECTION 33, T. 1 N., R. 26 E., P.M.M.,
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA
 PREPARED FOR : T.P. RENOVATORS, LLC
 JULY 2009
 BILLINGS, MONTANA
 PREPARED BY : **SANDERSON STEWART**
 SCALE : 1" = 30'



BASIS OF BEARING: PLAT OF BLAESIUS SUBDIVISION FIRST FILING.
 ○ = FOUND SURVEY MONUMENT; REBAR WITH "ENGINEERING INC" CAP OR AS NOTED.
 ● = SET 5/8" X 18" REBAR AND CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART".

CERTIFICATE OF SURVEYOR
 STATE OF MONTANA)
) ss
 County of Yellowstone)

The undersigned, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of July 2009, a survey was performed under his supervision of a tract of land to be known as AMENDED PLAT OF LOTS 3A AND 4A OF AMENDED LOTS 2, 3 AND 4, BLAESIUS SUBDIVISION FIRST FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the same was found to conform to the Act and to occupy the positions shown hereon and that the gross area is 28,000 square feet and the net area is 28,000 square feet.

SANDERSON STEWART
 By: _____
 Montana Registration No. _____

Subscribed and sworn to before me, a Notary Public in and for the State of Montana, this _____ day of _____, 20____.

Notary Public in and for the State of Montana
 My commission expires _____

CERTIFICATE OF DEDICATION

STATE OF MONTANA)
) ss
 County of Yellowstone)

KNOW ALL MEN BY THESE PRESENTS, that T.P. RENOVATORS, LLC, the owner of the following described tract of land, does hereby certify that it has caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NW1/4 of Section 33, T. 1 N., R. 26 E., P.M.M., Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Lots 3A and 4A of Amended Lots 2, 3 and 4, Blaesius Subdivision First Filing, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No 3510707, containing an area of 28,000 square feet.

Pursuant to the City of Billings Subdivision Regulations, there is no park requirement for this minor plat. The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, and others for the carrying thereon of their lines, the right to install, maintain, use, and cross the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as AMENDED PLAT OF LOTS 3A AND 4A OF AMENDED LOTS 2, 3 AND 4, BLAESIUS SUBDIVISION FIRST FILING; this plat contains no public land dedication.

T.P. RENOVATORS, LLC
 By: _____
 Title: _____

STATE OF MONTANA)
) ss
 County of Yellowstone)

On this _____ day of _____, 20____, before me, the undersigned Notary Public for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of T.P. RENOVATORS, LLC, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana
 Printed Name _____
 Residing at _____
 My commission expires _____

CERTIFICATE OF APPROVAL

STATE OF MONTANA)
) ss
 County of Yellowstone)

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

Date _____ President
 Executive Secretary _____

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76-4-129(2)(d), M.C.A. and that the same is in accordance with the provisions of the Montana Subdivision and Platting Act and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL, this _____ day of _____, 20____.

NOTICE OF APPROVAL

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

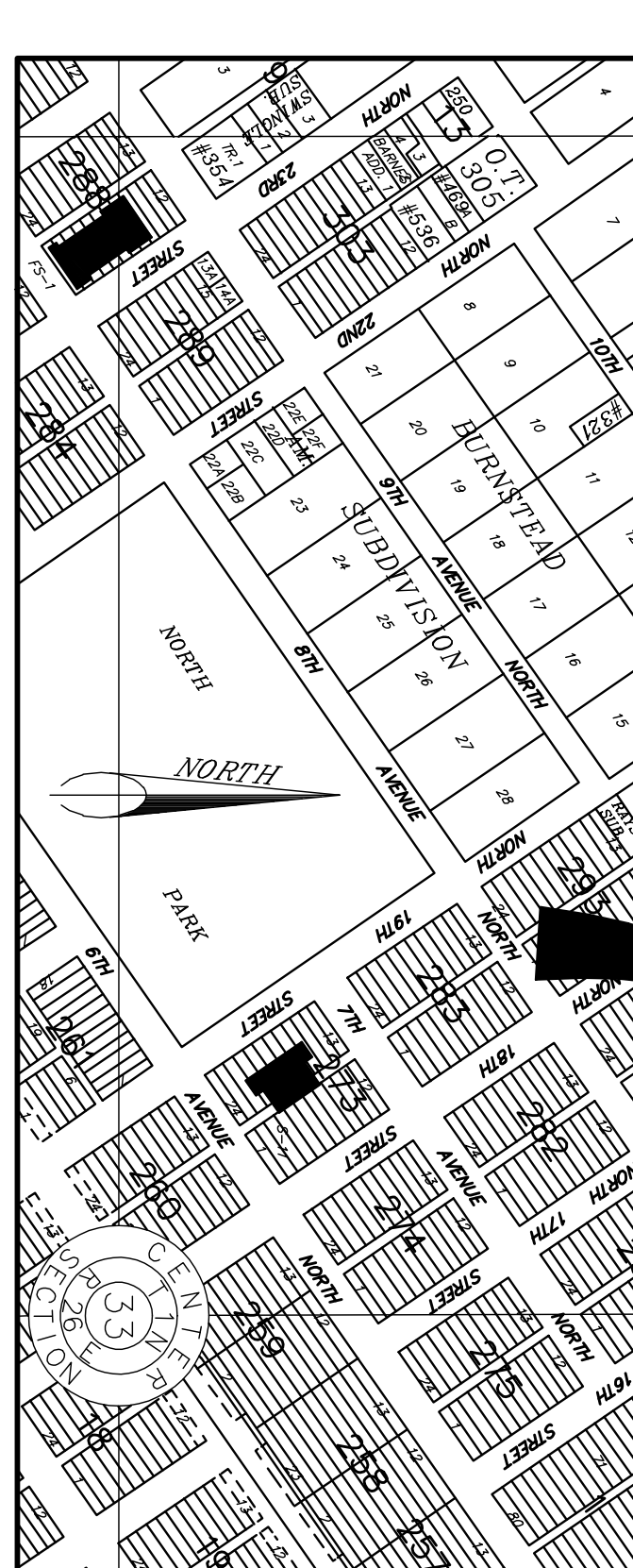
Examining Land Surveyor _____ Date _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b) / 76-3-207(3), M.C.A.
 Date _____
 Yellowstone County Treasurer _____

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.
 DATED: _____
 Reviewed by: _____



VICINITY MAP
 NOT TO SCALE

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
) ss
 County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing AMENDED PLAT OF LOTS 3A AND 4A OF AMENDED LOTS 2, 3 AND 4, BLAESIUS SUBDIVISION FIRST FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of the Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this _____ day of _____, 20____.

By: _____ Mayor
 Attest: _____ City Clerk

CONSENT TO PLATTING

Document No. _____

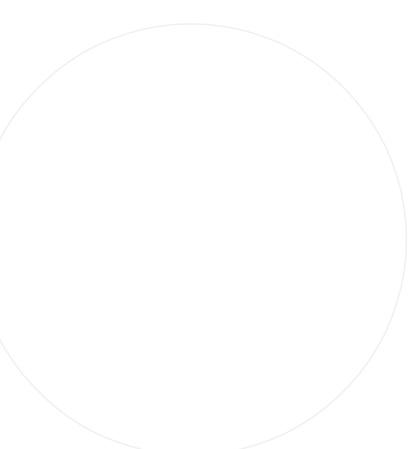
DRIVEWAY EASEMENT

Document No. _____

SUBDIVISION IMPROVEMENT AGREEMENT

Document No. _____

RECEIVED BY CITY CLERK AND RECORDER



Regular City Council Meeting

Consent : 1.S.1.

Date: 11/09/2009

TITLE: Payment of Claims October 9, 2009.

Pat M. Weber, Financial

PRESENTED BY: Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,248,221.87 have been audited and are presented for your approval for payment. A complete listing of the claims dated October 9, 2009, is available in the Finance Department.

ALTERNATIVES ANALYZED

The Council may:

- Approve the payment of claims; or
- Not approve the payment of claims.

FINANCIAL IMPACT

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Link of claims greater than \\$2500.](#)

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10/09/2009	725036	A-1 LANDSCAPING & NURSERY	2			5,430.94	
845-3186-431.93-10	10/07/2009	SID1379 KING AVE WEST	2542	268005	04/2010	5,430.94	
10/09/2009	725047	AMERICAN ASSOC OF AIRPORT EXEC	123			3,750.00	
561-7110-711.33-90	10/05/2009	INVOICE #2010REG-046589	2010REG-046589	F09848	04/2010	3,750.00	
10/09/2009	725048	AMERICAN TITLE & ESCROW	159			15,065.00	
275-6721-463.72-75	10/06/2009	MISC SERVICES	MARTIN, STEFANI	269578	04/2010	15,065.00	
10/09/2009	725083	BUSINESS TAX SECTION	2449			3,986.47	
503-7591-609.93-40	10/01/2009	WO0801 WATER/SEWER REHAB	CO #3	265603	04/2010	240.19-	
503-7591-609.93-40	10/01/2009	WO0801 WATER/SEWER REHAB	CO #3	265603	04/2010	240.19	
562-7120-711.92-90	10/06/2009	MISC SERVICES	267080-1	267080	04/2010	1,169.12	
205-3131-433.93-10	10/07/2009	WO0904 ACCESSIBILITY RAMP	5	265228	04/2010	16.47	
205-3131-433.93-10	10/07/2009	WO0802 MISC DEVELOPER	5	265381	04/2010	398.23	
448-3165-431.93-11	10/07/2009	WO0802 MISC DEVELOPER	5	265381	04/2010	404.57	
840-3184-431.93-10	10/07/2009	WO0802 MISC DEVELOPER	5	265381	04/2010	81.74	
513-8491-623.93-90	10/07/2009	TP0046 WELL PUMP REPLCMNT	2	266262	04/2010	248.09	
513-8491-623.93-90	10/07/2009	TP0046 WELL PUMP REPLCMNT	3	266262	04/2010	417.34	
845-3186-431.93-10	10/07/2009	SID 1379 KING AVE WEST	2542	268006	04/2010	54.86	
205-3131-433.93-10	10/07/2009	621386 MACDONALD DRIVE	1	268063	04/2010	162.92	
461-3161-431.93-10	10/07/2009	621386 MACDONALD DRIVE	1	268063	04/2010	212.42	
505-7515-609.36-71	10/07/2009	MISC SERVICES	1	268623	04/2010	86.20	
205-3131-433.93-10	10/07/2009	WO0917 24 WEST CONCRETE	1	269602	04/2010	53.79	
840-3184-431.93-10	10/08/2009	WO0820 STORM DRAIN TRBL	2	268419	04/2010	680.72	
10/09/2009	725091	CIBA SPECIALTY CHEMICALS	13646			7,400.00	
502-0000-141.00-00	10/02/2009	WATER PARTS AND SUPPLIES	91068357		04/2010	7,400.00	
10/09/2009	725093	COMMERCIAL ROOFING	816			115,742.63	
562-7120-711.92-90	10/06/2009	MISC SERVICES	266984-1	266984	04/2010	115,742.63	
10/09/2009	725095	COMMUNITY SOLUTIONS INC	18339			22,745.40	
248-1262-412.35-10	10/05/2009	BAMDUI PROBATION & TESTNG	2010-3	269331	04/2010	6,810.00	
248-1262-412.35-81	10/05/2009	BAMDUI PROBATION & TESTNG	2010-3	269331	04/2010	4,615.40	
248-1262-412.35-10	10/05/2009	BAMDUI ALCOHOL TESTING	2010-3	269340	04/2010	11,320.00	
10/09/2009	725098	COOPERS CONSULTING LLP	20114			3,940.00	
502-7400-603.24-50	10/07/2009	MISC SERVICES	179	269571	04/2010	3,940.00	
10/09/2009	725099	COUNTY WATER DISTRICT OF	865			24,191.82	
503-7591-609.93-40	09/18/2009	WO0801 WATER/SEWER REHAB	3	265600	03/2010	5,529.18	
513-8591-625.93-40	09/18/2009	WO0801 WATER/SEWER REHAB	3	265600	03/2010	2,886.32	
503-7591-609.93-40	09/25/2009	WO0801 WATER/SEWER REHAB	CORRECTION	265600	03/2010	5,529.19-	
513-8591-625.93-40	09/25/2009	WO0801 WATER/SEWER REHAB	CORRECTION	265600	03/2010	2,886.32-	
503-7591-609.93-40	09/30/2009	WO0801 WATER/SEWER REHAB	CORRECTION	265600	03/2010	.01	
150-2221-422.34-20	09/30/2009	FIRE6/WATER/166,260 GAL	16118-00 09SEPT	267470	03/2010	381.84	
805-1570-425.53-50	09/29/2009	MISC SERVICES	1271	269594	03/2010	18,509.04	
512-8500-625.34-20	10/07/2009	MISC SERVICES	1603500 SEP09	269540	04/2010	128.54	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
150-2221-422.34-20	10/08/2009	FIRE6/WATER SERVICIE	16118-00-1 SEPT	267470 04/2010 10.00
10-5112-452.34-20	10/08/2009	WATER CHARGES	VARIES	269518 04/2010 2,437.76
872-5198-452.34-20	10/08/2009	WATER CHARGES	VARIES	269518 04/2010 523.86
872-5198-452.34-20	10/08/2009	WATER CHARGES	VARIES	269518 04/2010 334.48
872-5198-452.34-20	10/08/2009	WATER CHARGES	VARIES	269518 04/2010 644.37
872-5198-452.34-20	10/08/2009	WATER CHARGES	VARIES	269518 04/2010 683.43
872-5198-452.34-20	10/08/2009	WATER CHARGES	VARIES	269518 04/2010 538.50
10/09/2009	725106	CURB BOX SPECIALISTS	5716	5,095.00
505-7515-609.36-71	10/07/2009	MISC SERVICES	1858	695.00
505-7515-609.36-71	10/07/2009	MISC SERVICES	1860	2,700.00
505-7515-609.36-71	10/07/2009	MISC SERVICES	1911	1,700.00
10/09/2009	725110	DELL COMPUTER L P	13426	10,695.89
209-4451-428.29-25	10/02/2009	MISC SERVICES	XDDFT1RT3	268986 04/2010 1,085.96
10-5121-451.29-25	10/02/2009	MISC SERVICES	XDDDF32X8	269087 04/2010 2,779.98
10-5121-451.29-25	10/02/2009	MISC SERVICES	XDDC23TR4	269089 04/2010 2,779.98
10-1611-416.29-25	10/02/2009	MISC SERVICES	XDD9WDWD6	269117 04/2010 4,049.97
10/09/2009	725111	DESIGN BUILDERS INC	9997300	4,066.85
503-7291-322.31-28	10/05/2009	REF SYS DEV DESIGN BLDRS	REF DESIGN BLDR	03/2010 2,504.00
502-7211-344.31-34	10/05/2009	REF SYS DEV DESIGN BLDRS	REF DESIGN BLDR	03/2010 100.16
513-8291-322.32-25	10/05/2009	REF SYS DEV DESIGN BLDRS	REF DESIGN BLDR	03/2010 1,406.43
512-8211-344.32-34	10/05/2009	REF SYS DEV DESIGN BLDRS	REF DESIGN BLDR	03/2010 56.26
10/09/2009	725112	DIXIE PETRO-CHEM	1055	6,578.00
502-0000-141.00-00	10/02/2009	WATER PARTS AND SUPPLIES	7270038209	04/2010 2,392.00
502-0000-141.00-00	10/02/2009	WATER PARTS AND SUPPLIES	7270038309	04/2010 1,794.00
502-0000-141.00-00	10/02/2009	WATER PARTS AND SUPPLIES	7270038609	04/2010 2,392.00
10/09/2009	725113	DNR EXCAVATION	19015	8,533.80
505-7515-609.36-71	10/07/2009	MISC SERVICES	268621	268621 04/2010 8,533.80
10/09/2009	725114	DONNES INC	14651	3,470.00
502-7400-603.53-30	10/07/2009	MISC SERVICES	081009	269589 04/2010 1,370.00
502-7400-603.53-30	10/07/2009	MISC SERVICES	090809	269589 04/2010 2,100.00
10/09/2009	725118	DOWNTOWN BILLINGS BID, INC.	19065	6,625.02
872-5198-452.39-68	10/05/2009	BID CONTRACT SERVICES	4011	269415 04/2010 3,500.01
872-5198-452.39-68	10/05/2009	BID CONTRACT SERVICES	4013	269415 04/2010 3,125.01
10/09/2009	725122	ECONO PRINT	1147	3,006.42
502-0000-141.00-00	10/07/2009	WATER PARTS AND SUPPLIES	127260	04/2010 3,006.42
10/09/2009	725130	FERGUSON ENTERPRISES INC	17215	3,463.32
503-7591-609.93-40	10/07/2009	MISC SERVICES	0534124	269558 04/2010 3,335.04
512-8400-623.23-60	10/07/2009	MISC SERVICES	0853611	269558 04/2010 128.28
10/09/2009	725131	FERGUSON ENTERPRISES INC	20100	4,339.01
502-0000-141.00-00	10/02/2009	SYSTEMS	534275	04/2010 4,339.01

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10/09/2009	725134	FIRST MONTANA TITLE CO	1304				15,000.00
275-6721-463.72-75	10/06/2009	MISC SERVICES	MARTIN, STEFANI	269564	04/2010		15,000.00
10/09/2009	725135	FISHER CONSTRUCTION	1313				57,325.95
412-7155-713.92-10	10/01/2009	MISC SERVICES	259627-12	259627	04/2010		47,425.95
412-0000-201.10-00	10/02/2009		REQUEST 12	259627	04/2010		9,900.00
10/09/2009	725138	GALLAGHER BENEFIT SERVICES INC	15815				63,750.00
627-1752-417.35-60	10/02/2009	MISC SERVICES	41994	269477	04/2010		20,750.00
627-1752-417.35-60	10/02/2009	MISC SERVICES	41996	269477	04/2010		43,000.00
10/09/2009	725149	HASCO INDUSTRIAL SUPPLY	20643				12,980.00
502-7512-609.24-10	10/08/2009	40 FT TRAILER	879170	267137	04/2010		6,490.00
512-8542-625.24-10	10/08/2009	40 FT TRAILER	879170	267137	04/2010		6,490.00
10/09/2009	725151	HDR INC	1544				144,728.08
416-7493-603.92-20	10/07/2009	W00426 ZONE 4 RESERVOIR	137666-H	247294	04/2010		98,930.19
416-7493-603.93-40	10/07/2009	W00622 L-STRUCTURE	16	254914	04/2010		4,001.37
845-0000-201.10-00	10/08/2009	KING AVE WEST WO/SID	RET RELEASE	252781	03/2010		600.35
457-0000-201.10-00	10/08/2009	KING AVE WEST WO/SID	RET RELEASE	252781	03/2010		650.73
503-0000-201.10-00	10/08/2009	KING AVE WEST WO/SID	RET RELEASE	252781	03/2010		411.52
503-0000-201.10-00	10/08/2009	KING AVE WEST WO/SID	RET RELEASE	252781	03/2010		2,846.88
840-0000-201.10-00	10/08/2009	KING AVE WEST WO/SID	RET RELEASE	252781	03/2010		135.59
840-0000-201.10-00	10/08/2009	KING AVE WEST WO/SID	RET RELEASE	252781	03/2010		776.32
845-0000-201.10-00	10/08/2009	KING AVE WEST WO/SID	RET RELEASE	252781	03/2010		3,062.79
840-0000-201.10-00	10/08/2009	KING AVE WEST WO/SID	RET RELEASE	252781	03/2010		131.82
845-3186-431.93-10	10/08/2009	KING AVE WEST WO/SID	RET RELEASE		03/2010		600.35-
457-3161-431.93-10	10/08/2009	KING AVE WEST WO/SID	RET RELEASE		03/2010		650.73-
503-7591-609.93-40	10/08/2009	KING AVE WEST WO/SID	RET RELEASE		03/2010		411.52-
503-7591-609.93-40	10/08/2009	KING AVE WEST WO/SID	RET RELEASE		03/2010		2,846.88-
840-3184-431.93-10	10/08/2009	KING AVE WEST WO/SID	RET RELEASE		03/2010		135.59-
840-3184-431.93-10	10/08/2009	KING AVE WEST WO/SID	RET RELEASE		03/2010		776.32-
845-3186-431.93-10	10/08/2009	KING AVE WEST WO/SID	RET RELEASE		03/2010		3,062.79-
845-3186-431.93-10	10/08/2009	KING AVE WEST WO/SID	RET RELEASE		03/2010		131.82-
503-0000-201.10-00	10/08/2009	W00806 KING AVE WEST	RET RELEASE	184484	03/2010		6,331.79
513-0000-201.10-00	10/08/2009	W00806 KING AVE WEST	RET RELEASE	255312	03/2010		4,480.00
513-0000-201.10-00	10/08/2009	W00806 KING AVE WEST	RET RELEASE	252781	03/2010		2,662.31
513-0000-201.10-00	10/08/2009	W00806 KING AVE WEST	RET RELEASE	252781	03/2010		1,106.11
513-0000-201.10-00	10/08/2009	W00806 KING AVE WEST	RET RELEASE	184484	03/2010		9,358.47
513-0000-201.10-00	10/08/2009	W00806 KING AVE WEST	RET RELEASE	184484	03/2010		905.79
845-0000-201.10-00	10/08/2009	W00806 KING AVE WEST	RET RELEASE	252781	03/2010		642.26
845-0000-201.10-00	10/08/2009	W00806 KING AVE WEST	RET RELEASE	252781	03/2010		1,405.24
457-0000-201.10-00	10/08/2009	RETAINAGE RELEASE	RET RELEASE	252781	03/2010		603.18
503-0000-201.10-00	10/08/2009	RETAINAGE RELEASE	RET RELEASE	252781	03/2010		121.87
503-0000-201.10-00	10/08/2009	RETAINAGE RELEASE	RET RELEASE	252781	03/2010		2,619.73
513-0000-201.10-00	10/08/2009	RETAINAGE RELEASE	RET RELEASE	252781	03/2010		10.60
513-0000-201.10-00	10/08/2009	RETAINAGE RELEASE	RET RELEASE	252781	03/2010		7,105.31
840-0000-201.10-00	10/08/2009	RETAINAGE RELEASE	RET RELEASE	252781	03/2010		15.90
840-0000-201.10-00	10/08/2009	RETAINAGE RELEASE	RET RELEASE	252781	03/2010		868.48

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
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845-0000-201.10-00	10/08/2009	RETAINAGE RELEASE	RET RELEASE	252781	03/2010	3,514.43	
10/09/2009	725155	HOUSING AUTHORITY OF BILLINGS	7959			91,943.07	
294-6690-463.72-75	10/07/2009	MISC SERVICES	WHITETAIL #2	269639	04/2010	91,943.07	
10/09/2009	725157	IAFF	20196			4,306.50	
900-0000-209.99-20	10/09/2009	PAYROLL SUMMARY	20091009		04/2010	4,306.50	
10/09/2009	725168	INGRAM BOOK COMPANY	1820			10,293.93	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	CR 45766051	269471	04/2010	24.30-	
260-5519-455.32-55	10/05/2009	PUBLICATIONS/AUDIOVISUAL	CR 45766051	269471	04/2010	9.43-	
260-5519-455.33-80	10/05/2009	PUBLICATIONS/AUDIOVISUAL	CR 46050666	269471	04/2010	29.13-	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	4059917	269471	04/2010	14.74	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45581195	269471	04/2010	33.16	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45581196	269471	04/2010	81.53	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45581196	269471	04/2010	138.23	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45581197	269471	04/2010	64.90	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45581197	269471	04/2010	22.39	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45581198	269471	04/2010	7.77	
260-5519-455.32-23	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45581198	269471	04/2010	54.00	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45581198	269471	04/2010	9.57	
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260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660238	269471	04/2010	11.97	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660238	269471	04/2010	79.49	
260-5519-455.33-33	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660238	269471	04/2010	9.56	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660239	269471	04/2010	15.26	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660239	269471	04/2010	15.31	
260-5519-455.32-55	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660239	269471	04/2010	16.60	
260-5519-455.33-33	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660239	269471	04/2010	7.66	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660240	269471	04/2010	23.57	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660241	269471	04/2010	32.42	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660241	269471	04/2010	23.72	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660242	269471	04/2010	69.38	
260-5519-455.32-23	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660242	269471	04/2010	19.22	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660242	269471	04/2010	146.79	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660243	269471	04/2010	39.95	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660243	269471	04/2010	20.65	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660244	269471	04/2010	15.31	
260-5519-455.32-23	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660244	269471	04/2010	16.47	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660244	269471	04/2010	39.52	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660245	269471	04/2010	31.24	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660245	269471	04/2010	20.16	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660246	269471	04/2010	23.57	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660247	269471	04/2010	17.70	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660248	269471	04/2010	52.05	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660249	269471	04/2010	42.07	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660249	269471	04/2010	105.02	
260-5519-455.33-33	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660249	269471	04/2010	21.22	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660250	269471	04/2010	9.60	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
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260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45660252	269471	04/2010	18.54
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45682787	269471	04/2010	743.19
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45682787	269471	04/2010	201.61
260-5519-455.32-41	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45682787	269471	04/2010	319.08
260-5519-455.32-55	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45682787	269471	04/2010	46.68
260-5519-455.33-33	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45682787	269471	04/2010	7.18
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45682788	269471	04/2010	15.90
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45682789	269471	04/2010	15.33
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45682790	269471	04/2010	14.72
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45682790	269471	04/2010	10.19
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45752831	269471	04/2010	32.84
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45752832	269471	04/2010	43.50
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45752832	269471	04/2010	8.40
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45752833	269471	04/2010	101.15
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45752833	269471	04/2010	8.97
260-5519-455.32-41	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45752833	269471	04/2010	85.32
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45752834	269471	04/2010	35.96
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45770969	269471	04/2010	70.68
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45770970	269471	04/2010	35.34
260-5519-455.32-41	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45770971	269471	04/2010	17.67
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801164	269471	04/2010	9.00
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801165	269471	04/2010	15.90
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801165	269471	04/2010	8.39
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801166	269471	04/2010	17.69
260-5519-455.32-41	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801166	269471	04/2010	41.85
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801167	269471	04/2010	10.02
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801168	269471	04/2010	30.07
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801169	269471	04/2010	14.15
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801169	269471	04/2010	166.36
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801170	269471	04/2010	14.74
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801171	269471	04/2010	14.15
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801172	269471	04/2010	9.60
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801173	269471	04/2010	23.14
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801174	269471	04/2010	29.49
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801175	269471	04/2010	15.33
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45801175	269471	04/2010	23.71
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260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875269	269471	04/2010	9.00
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875270	269471	04/2010	17.99
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875271	269471	04/2010	62.92
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875272	269471	04/2010	11.97
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875273	269471	04/2010	329.50
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260-5519-455.32-55	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875273	269471	04/2010	55.50
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875274	269471	04/2010	15.93
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875274	269471	04/2010	30.35
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875275	269471	04/2010	49.85
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260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875277	269471	04/2010	10.59
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875278	269471	04/2010	28.31
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875278	269471	04/2010	9.00
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875279	269471	04/2010	14.74
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875280	269471	04/2010	14.75
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875281	269471	04/2010	8.39
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875282	269471	04/2010	15.34
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45875282	269471	04/2010	42.02
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45891642	269471	04/2010	25.95
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45891643	269471	04/2010	108.03
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45891643	269471	04/2010	10.99
260-5519-455.32-41	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45891643	269471	04/2010	4.19
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45891644	269471	04/2010	117.43
260-5519-455.32-23	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45891644	269471	04/2010	38.45
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45891644	269471	04/2010	105.84
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45891645	269471	04/2010	88.16
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930186	269471	04/2010	14.72
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930186	269471	04/2010	27.29
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930187	269471	04/2010	15.90
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930187	269471	04/2010	27.99
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930188	269471	04/2010	41.37
260-5519-455.32-23	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930188	269471	04/2010	27.49
260-5519-455.32-41	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930188	269471	04/2010	77.78
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930189	269471	04/2010	28.85
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930189	269471	04/2010	45.56
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930190	269471	04/2010	15.31
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930190	269471	04/2010	184.95
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930191	269471	04/2010	14.72
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930191	269471	04/2010	14.72
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930192	269471	04/2010	25.35
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930192	269471	04/2010	16.51
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930193	269471	04/2010	35.99
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930193	269471	04/2010	14.72
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930194	269471	04/2010	25.16
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930195	269471	04/2010	39.07
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930196	269471	04/2010	27.12
260-5519-455.33-33	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930196	269471	04/2010	31.83
260-5511-455.79-30	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45930197	269471	04/2010	96.00
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981599	269471	04/2010	35.17
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981600	269471	04/2010	30.84
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981601	269471	04/2010	27.59
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981602	269471	04/2010	30.60
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981602	269471	04/2010	78.82
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981603	269471	04/2010	501.10
260-5519-455.32-23	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981603	269471	04/2010	47.82
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981603	269471	04/2010	136.81
260-5519-455.32-41	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981603	269471	04/2010	21.86
260-5519-455.32-44	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981603	269471	04/2010	19.24

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
260-5519-455.32-55	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981603	269471	04/2010	62.17
260-5519-455.33-33	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981603	269471	04/2010	115.48
260-5519-455.33-34	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981603	269471	04/2010	13.75
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981604	269471	04/2010	17.70
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981605	269471	04/2010	58.32
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981606	269471	04/2010	13.79
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981606	269471	04/2010	55.40
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981607	269471	04/2010	9.60
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	45981607	269471	04/2010	14.75
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46040293	269471	04/2010	23.60
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46040294	269471	04/2010	36.56
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46040295	269471	04/2010	14.67
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46040295	269471	04/2010	34.45
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46040296	269471	04/2010	52.95
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46040296	269471	04/2010	97.97
260-5519-455.32-41	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46040296	269471	04/2010	25.95
260-5519-455.32-55	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46040296	269471	04/2010	42.00
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46040297	269471	04/2010	55.15
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46059911	269471	04/2010	20.72
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46059912	269471	04/2010	8.39
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46059912	269471	04/2010	9.58
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46059913	269471	04/2010	15.34
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46059913	269471	04/2010	71.65
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46059914	269471	04/2010	41.70
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46059915	269471	04/2010	30.68
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46059916	269471	04/2010	31.21
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46059918	269471	04/2010	14.75
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46059919	269471	04/2010	47.70
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46059920	269471	04/2010	28.85
260-5519-455.32-55	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46059920	269471	04/2010	10.02
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46059921	269471	04/2010	15.34
260-5519-455.32-23	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46059922	269471	04/2010	16.49
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46109159	269471	04/2010	15.33
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46109159	269471	04/2010	46.34
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46109160	269471	04/2010	8.38
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46109161	269471	04/2010	23.15
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46109162	269471	04/2010	106.80
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46109163	269471	04/2010	47.20
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46109164	269471	04/2010	14.16
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46109165	269471	04/2010	30.67
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46109166	269471	04/2010	13.56
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46109166	269471	04/2010	14.75
260-5519-455.32-55	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46109167	269471	04/2010	10.61
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46109168	269471	04/2010	61.36
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46109169	269471	04/2010	102.00
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46109170	269471	04/2010	22.54
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130396	269471	04/2010	8.40
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130397	269471	04/2010	23.73
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130398	269471	04/2010	17.36
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130399	269471	04/2010	8.82

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130400	269471	04/2010	37.15	
260-5519-455.32-41	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130400	269471	04/2010	10.00	
260-5519-455.79-30	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130400	269471	04/2010	17.67	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130401	269471	04/2010	497.33	
260-5519-455.32-23	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130401	269471	04/2010	54.95	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130401	269471	04/2010	552.53	
260-5519-455.32-41	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130401	269471	04/2010	70.74	
260-5519-455.32-44	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130401	269471	04/2010	92.89	
260-5519-455.32-55	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130401	269471	04/2010	5.99	
260-5519-455.33-33	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130401	269471	04/2010	31.83	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130402	269471	04/2010	14.74	
260-5519-455.32-20	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130403	269471	04/2010	13.54	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130404	269471	04/2010	45.38	
260-5519-455.32-26	10/05/2009	PUBLICATIONS/AUDIOVISUAL	46130405	269471	04/2010	116.66	
10/09/2009	725169	INTERFAITH HOSPITALITY NETWORK	18280			10,804.92	
270-6711-464.72-75	10/06/2009	MISC SERVICES		PMT REQ #3 HF	269563 04/2010	3,201.72	
271-6710-464.72-60	10/06/2009	MISC SERVICES		PMT REQ #3 HF	269563 04/2010	7,603.20	
10/09/2009	725171	J & J CONCRETE	15244			156,591.66	
205-3131-433.93-10	10/07/2009	WO0904 ACCESSIBILITY RAMP	5	265227	04/2010	1,630.83	
205-3131-433.93-10	10/07/2009	WO0802 MISC DEVELOPER	5	265380	04/2010	39,425.18	
448-3165-431.93-11	10/07/2009	WO0802 MISC DEVELOPER	5	265380	04/2010	40,052.26	
840-3184-431.93-10	10/07/2009	WO0802 MISC DEVELOPER	5	265380	04/2010	8,091.94	
840-3184-431.93-10	10/08/2009	WO0820 STORM DRAIN TRBLE	2	268418	04/2010	67,391.45	
10/09/2009	725177	JEM CONTRACTING, INC	18375			37,158.21	
205-3131-433.93-10	10/07/2009	621386 MACDONALD DRIVE	1	268050	04/2010	16,128.49	
461-3161-431.93-10	10/07/2009	621386 MACDONALD DRIVE	1	268050	04/2010	21,029.72	
10/09/2009	725182	JTL GROUP INC DBA KNIFE RIVER	2417			9,732.46	
211-3132-433.47-10	10/06/2009	ROAD AND HIGHWAY MATERIAL	186435	269596	04/2010	1,756.92	
211-3132-433.47-10	10/06/2009	ROAD AND HIGHWAY MATERIAL	186441	269596	04/2010	2,151.60	
211-3132-433.45-20	10/06/2009	ROAD/HIGHWAY MATERIAL	187584	269596	04/2010	269.08	
211-3132-433.47-10	10/06/2009	ROAD AND HIGHWAY MATERIAL	187608	269596	04/2010	1,051.16	
211-3132-433.45-20	10/06/2009	ROAD/HIGHWAY MATERIAL	187650	269596	04/2010	29.31	
211-3132-433.47-10	10/06/2009	ROAD AND HIGHWAY MATERIAL	187671	269596	04/2010	1,715.12	
211-3132-433.47-10	10/06/2009	ROAD AND HIGHWAY MATERIAL	187850	269596	04/2010	265.32	
211-3132-433.45-20	10/06/2009	ROAD/HIGHWAY MATERIAL	188118	269596	04/2010	248.91	
211-3132-433.45-20	10/06/2009	ROAD/HIGHWAY MATERIAL	188119	269596	04/2010	56.21	
211-3132-433.45-20	10/06/2009	ROAD/HIGHWAY MATERIAL	188446	269596	04/2010	50.22	
211-3132-433.47-10	10/06/2009	ROAD AND HIGHWAY MATERIAL	188465	269596	04/2010	968.88	
211-3132-433.45-20	10/06/2009	ROAD/HIGHWAY MATERIAL	188540	269596	04/2010	114.16	
211-3132-433.47-10	10/06/2009	ROAD AND HIGHWAY MATERIAL	188545	269596	04/2010	659.56	
211-3132-433.47-10	10/06/2009	ROAD AND HIGHWAY MATERIAL	188603	269596	04/2010	45.76	
10-5112-452.22-90	10/08/2009	CRUSHED COURSE	184641	269517	04/2010	60.00	
10-5112-452.22-90	10/08/2009	CRUSHED COURSE	185281	269517	04/2010	290.25	
10/09/2009	725185	KEMIRA WATER SOLUTIONS, INC	19163			82,338.12	
502-0000-141.00-00	10/05/2009	WATER PARTS AND SUPPLIES	9017081642		04/2010	82,338.12	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10/09/2009	725213	MONTANA DEPT OF TRANSPORTATION	2496			12,318.00	
840-3184-431.39-90	10/07/2009	COLTON DITCH UNLOADER MOD	29113 092309	269615	04/2010	12,318.00	
10/09/2009	725214	MONTANA LAW ENFORCEMENT ACADEM	5092			3,600.00	
150-2140-421.38-22	10/05/2009	MLEA REG - BATTLE, HAIDER	3704	F09866	04/2010	3,600.00	
10/09/2009	725218	MONTANA STATE FIREMAN'S ASSOC	20195			2,656.42	
900-0000-209.99-24	10/09/2009	PAYROLL SUMMARY	20091009		04/2010	2,656.42	
10/09/2009	725227	NORMONT EQUIPMENT COMPANY	2738			4,815.64	
211-3134-433.23-20	10/06/2009	MISC SERVICES	19080129	269557	04/2010	381.98	
211-3136-433.24-20	10/06/2009	MISC SERVICES	19080129	269557	04/2010	1,000.00	
211-3134-433.23-20	10/06/2009	MISC SERVICES	19090164	269557	04/2010	1,422.26	
211-3134-433.23-20	10/06/2009	MISC SERVICES	19090189	269557	04/2010	591.16	
211-3136-433.24-20	10/06/2009	MISC SERVICES	19090189	269557	04/2010	760.00	
512-8500-625.24-10	10/07/2009	MISC SERVICES	19090191	269544	04/2010	660.24	
10/09/2009	725232	NORTHWESTERN ENERGY	15771			13,764.02	
10-5127-451.34-10	10/05/2009	ELECTRIC CHARGES	0100506-5	269411	04/2010	1,338.37	
150-2221-422.34-10	10/09/2009	NW FIRE	07125321		04/2010	19.77	
561-7113-711.34-10	10/09/2009	NW AVIATION/TRAN	07125339		04/2010	93.15	
561-7113-711.34-10	10/09/2009	NW AVIATION/TRAN	07125347		04/2010	13.63	
561-7113-711.34-10	10/09/2009	NW AVIATION/TRAN	07125354		04/2010	198.89	
10-5141-436.34-10	10/09/2009	NW PARK/REC/PL	07125388		04/2010	717.54	
561-7113-711.34-10	10/09/2009	NW AVIATION/TRAN	07127913		04/2010	14.99	
561-7113-711.34-10	10/09/2009	NW AVIATION/TRAN	07127954		04/2010	15.19	
561-7113-711.34-10	10/09/2009	NW AVIATION/TRAN	07127970		04/2010	13.10	
561-7117-711.34-10	10/09/2009	NW AVIATION/TRAN	07128051		04/2010	10.33	
561-7113-711.34-10	10/09/2009	NW AVIATION/TRAN	07128135		04/2010	7.10	
571-7143-713.34-10	10/09/2009	NW AVIATION/TRAN	07192255		04/2010	195.37	
561-7113-711.34-10	10/09/2009	NW AVIATION/TRAN	07195431		04/2010	1,935.76	
561-7113-711.34-10	10/09/2009	NW AVIATION/TRAN	07197593		04/2010	14.81	
561-7113-711.34-10	10/09/2009	NW AVIATION/TRAN	07197601		04/2010	19.85	
561-7113-711.34-10	10/09/2009	NW AVIATION/TRAN	07197619		04/2010	21.08	
561-7113-711.34-10	10/09/2009	NW AVIATION/TRAN	07197627		04/2010	13.68	
561-7113-711.34-10	10/09/2009	NW AVIATION/TRAN	07202963		04/2010	16.61	
150-2221-422.34-10	10/09/2009	NW FIRE	07208176		04/2010	221.49	
502-7400-603.34-10	10/09/2009	NW PUD-WATER TREAT	07222490		04/2010	2.46	
502-7400-603.34-10	10/09/2009	NW PUD-WATER TREAT	07222706		04/2010	4,240.41	
512-8500-625.34-10	10/09/2009	NW Parks	07233836		04/2010	80.20	
512-8500-625.34-10	10/09/2009	NW PUD-WASTE WATER	07234040		04/2010	1,240.15	
512-8500-625.34-10	10/09/2009	NW PUD-WASTE WATER	07238785		04/2010	242.49	
10-5112-452.34-10	10/09/2009	NW PARK/REC/PL	08134892		04/2010	50.01	
872-5198-452.34-10	10/09/2009	NW PARK/REC/PL	08814550		04/2010	7.86	
10-5112-452.34-10	10/09/2009	PARKS	09789173		04/2010	7.29	
10-5129-451.34-10	10/09/2009	NW FIRE	09998071		04/2010	30.22	
872-5198-452.34-10	10/09/2009	NW PARKS	10291920		04/2010	.16	
872-5198-452.34-10	10/09/2009	NW PARK/REC/PL	10458206		04/2010	1.26	
502-7400-603.34-10	10/09/2009	NW Parks	11422532		04/2010	153.73	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
502-7400-603.34-10	10/09/2009	NW Pud	11608072		04/2010	36.81
872-5198-452.34-10	10/09/2009	NW parks	11759727		04/2010	92.93
150-2171-441.34-10	10/09/2009	NW	11834835		04/2010	1,271.23
10-5112-452.34-10	10/09/2009	NW	11914041		04/2010	817.60
10-5112-452.34-10	10/09/2009	NW	12422226		04/2010	7.47
10-5112-452.34-10	10/09/2009	NW	12488631		04/2010	78.24
502-7400-603.34-10	10/09/2009	NW	13466735		04/2010	42.91
872-5198-452.34-10	10/09/2009	NW	15137961		04/2010	68.82
872-5198-452.34-10	10/09/2009	NW	15138001		04/2010	77.84
872-5198-452.34-10	10/09/2009	NW	15138027		04/2010	31.46
872-5198-452.34-10	10/09/2009	NW	15138043		04/2010	9.00
872-5198-452.34-10	10/09/2009	NW	15143886		04/2010	8.15
521-1524-493.34-10	10/09/2009	PARKING-LINC CEN LOT POLE	15696313		04/2010	38.19
10-5112-452.34-10	10/09/2009	SOUTH PARK CONCESSION	15882624		04/2010	7.10
512-8552-626.34-10	10/09/2009	WWTP	17040304		04/2010	26.43
571-7148-713.34-10	10/09/2009	MET DOWNTOWN TRANS CENTER	17847567		04/2010	212.32
211-3133-433.34-10	10/09/2009	STREETS/TRAFFIC	17403577		04/2010	.15
211-3133-433.34-10	10/09/2009	STREETS/TRAFFIC	17488966		04/2010	.42
10/09/2009	725261	SHERWIN WILLIAMS	3417			6,039.00
211-3136-433.23-40	10/06/2009	PAINT, COATINGS, WALLPAPER	2863-4	269543	04/2010	6,039.00
10/09/2009	725266	STALEY'S TIRES AND AUTOMOTIVE	17006			15,290.00
541-3123-435.23-90	09/30/2009	2 SCRAPER TIRES FOR LANDF	1036630	268558	03/2010	14,490.00
541-3123-435.23-90	10/05/2009	TIRES AND INSTALL	WO#10401947	269491	04/2010	800.00
10/09/2009	725267	STAR SERVICE INC	3553			65,877.33
513-8491-623.93-90	10/07/2009	WWTP WELL PUMP REPLCMNT	2	266261	04/2010	24,561.16
513-8491-623.93-90	10/07/2009	TP0046 WELL PUMP REPLCMNT	3	266261	04/2010	41,316.17
10/09/2009	725273	TIRE-RAMA	1864			9,810.35
541-3122-435.23-90	09/17/2009	TIRES AND REPAIRS	1050148150	266715	03/2010	6,117.56
541-3122-435.23-90	09/17/2009	REPAIRS AND TIRES	1050148157	266715	03/2010	1,837.60
541-3122-435.23-90	09/21/2009	TIRE REPAIR UNIT 006	1050147969	266715	03/2010	15.00
211-3132-433.23-90	09/29/2009	MP	1050-148835	266715	03/2010	60.00
571-7144-713.23-90	10/01/2009	AUTO &TRUCK MAINT.ITEMS	1050148149	266715	04/2010	20.00
571-7144-713.23-90	10/01/2009	AUTO &TRUCK MAINT.ITEMS	1050148628	266715	04/2010	155.95
541-3123-435.23-90	10/06/2009	LANFILL TIRE REPAIR	1050148224	266715	04/2010	140.24
541-3122-435.23-90	10/06/2009	4 TIRES AND OR REPAIRS	1050148379	266715	04/2010	1,464.00
10/09/2009	725274	TITAN MACHINERY INC	20569			2,593.85
541-3123-435.53-30	10/05/2009	WHEEL LOADER	10040	269026	04/2010	2,400.00
211-3132-433.23-20	10/06/2009	MISC SERVICES	1C02389	269402	04/2010	193.85
10/09/2009	725277	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			52,674.03
502-0000-141.00-00	10/05/2009	WATER PARTS AND SUPPLIES	66027		04/2010	13,979.33
512-8400-623.24-50	10/05/2009	NONSTOCKING ITEMS-P.U.D.	66027	268713	04/2010	522.79
601-0000-141.00-00	10/06/2009	MP	67292		04/2010	8,781.21
601-0000-141.00-00	10/06/2009	MP	67295		04/2010	13,981.80
601-0000-141.00-00	10/06/2009	MP	67460		04/2010	6,026.16

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
561-7118-711.23-13	10/05/2009	INVOICE #67289	67289	F09842	04/2010	9,382.80	
502-0000-141.00-00	10/07/2009	WATER PARTS AND SUPPLIES	268713		04/2010	13,979.33-	
502-0000-141.00-00	10/07/2009	WATER PARTS AND SUPPLIES	67206		04/2010	13,979.33	
512-8400-623.24-50	10/07/2009	NONSTOCKING ITEMS-P.U.D.	268713	269608	04/2010	522.79-	
512-8400-623.24-50	10/07/2009	NONSTOCKING ITEMS-P.U.D.	67206	269609	04/2010	522.73	
10/09/2009	725293	WINKLER EXCAVATING INC	20641			5,325.29	
205-3131-433.93-10	10/07/2009	WO0917 24 WEST CONCRETE	1	269600	04/2010	5,325.29	
10/09/2009	725297	YELLOWSTONE COUNTY SHERIFFS	6218			12,449.83	
255-2142-421.12-20	10/05/2009	MISC SERVICES	NAP OT-FRITZ	269503	04/2010	257.81	
255-2142-421.12-20	10/05/2009	MISC SERVICES	07 NAP OT-BENJA	269503	04/2010	570.87	
255-2142-421.12-20	10/05/2009	MISC SERVICES	07 NAP OT-SKINN	269503	04/2010	276.23	
255-2142-421.79-10	10/05/2009	MISC SERVICES	07 NAP PE/PI	269503	04/2010	392.50	
255-2144-421.79-10	10/07/2009	MISC SERVICES	09 HIDTA PE/PI	269643	04/2010	5,622.50	
255-2144-421.12-20	10/07/2009	MISC SERVICES	09 HIDTA-BENJAM	269643	04/2010	3,149.00	
255-2144-421.12-20	10/07/2009	MISC SERVICES	09 HIDTA-FRITZ	269643	04/2010	1,270.65	
255-2144-421.12-20	10/07/2009	MISC SERVICES	09 HIDTA-SKINNE	269643	04/2010	810.27	
150-2115-421.38-22	10/08/2009	SWAT TRAINING	RANGE Q4 2008	F09898	04/2010	50.00	
150-2140-421.22-70	10/08/2009	FIREARMS QUALIFICATIONS	RANGE Q4 2008	F09898	04/2010	50.00	

DATE RANGE TOTAL * 1,162,292.23 *

Regular City Council Meeting

Consent : 1.S.2.

Date: 11/09/2009

TITLE: Payment of Claims, 10/19/2009.

Pat M. Weber, Financial

PRESENTED BY: Services Manager

Department: City Hall Administration

Information

PROBLEM/ISSUE STATEMENT

Claims in the amount of \$1,568,020.87 have been audited and are presented for your approval for payment. A complete listing of the claims dated October 19, 2009, is available in the Finance Department.

ALTERNATIVES ANALYZED

The Council may:

- Approve the payment of claims: or
- Not approve the payment of claims.

FINANCIAL IMPACT

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

RECOMMENDATION

Staff recommends that Council approve Payment of Claims.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: List of claims greater than \$2500.

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10/19/2009	725304	A & I DISTRIBUTORS	16			12,353.39	
541-3123-435.23-10	09/03/2009	MP	1841857	266706	03/2010	927.30	
541-3123-435.23-10	09/03/2009	MP	1841895	266706	03/2010	437.05	
601-0000-141.00-00	09/09/2009	MP	1842305		03/2010	1,341.12	
601-0000-141.00-00	09/09/2009	MP	1842308		03/2010	400.07	
150-2112-421.23-20	09/09/2009	MP	1842305	266706	03/2010	23.32	
211-3132-433.23-20	09/09/2009	MP	1842305	266706	03/2010	23.32	
541-3122-435.23-20	09/09/2009	MP	1842305	266706	03/2010	23.31	
601-1553-481.26-50	09/09/2009	MP	1842305	266706	03/2010	.22-	
601-1553-481.26-50	09/09/2009	MP	1842308	266706	03/2010	.04-	
601-0000-141.00-00	09/16/2009	MP	1844208		03/2010	530.86	
601-0000-141.00-00	09/16/2009	MP	1844208		03/2010	863.83	
601-0000-141.00-00	09/16/2009	MP	1844208		03/2010	49.63	
601-1553-481.26-50	09/16/2009	MP	1844208	266706	03/2010	.17-	
601-0000-141.00-00	09/22/2009	MP	1846261		03/2010	1,394.58	
561-7113-711.23-10	09/22/2009	NONSTOCKING ITEMS-P.U.D.	1843936	266706	03/2010	1,091.60	
601-1553-481.26-50	09/22/2009	MP	1846261	266706	03/2010	.38-	
502-0000-141.00-00	10/02/2009	WATER PARTS AND SUPPLIES	1849615		04/2010	1,340.54	
502-7314-602.24-50	10/02/2009	NONSTOCKING ITEMS-P.U.D.	1849615	266706	04/2010	9.50	
601-0000-141.00-00	10/06/2009	MP	1848293		04/2010	1,741.19	
601-1553-481.26-50	10/06/2009	MP	1848293	266706	04/2010	.26-	
601-0000-141.71-41	10/07/2009	MP	1849159		04/2010	1,855.04	
571-7144-713.23-20	10/07/2009	MP	1849159	266706	04/2010	107.41	
150-2231-422.23-10	10/14/2009	MP	1849538	266706	04/2010	64.93	
150-2231-422.23-10	10/14/2009	MP	1849706	266706	04/2010	117.72	
150-2231-422.23-20	10/14/2009	MP	1849706	266706	04/2010	12.14	
10/19/2009	725312	AMERICAN TITLE & ESCROW	159			10,000.00	
295-6680-463.72-75	10/15/2009	MISC SERVICES	HARLSON, RUSS	269758	04/2010	10,000.00	
10/19/2009	725315	AQUATOOLS INC	20826			3,003.00	
541-3122-435.42-70	10/09/2009	CARTBLASTER	21189	269025	04/2010	3,003.00	
10/19/2009	725334	BILLINGS GAZETTE	420			5,426.35	
571-7141-713.33-10	10/13/2009	MET/TRANSIT	SEPTEMBER 2009		04/2010	236.60	
260-5511-455.33-60	10/13/2009	LIBRARY	SEPTEMBER 2009		04/2010	596.00	
260-5511-455.33-60	10/13/2009	LIBRARY	SEPTEMBER 2009		04/2010	836.44	
541-3122-435.33-70	10/13/2009	SOLID WASTE	SEPTEMBER 2009		04/2010	620.76	
10-1411-414.33-10	10/13/2009	ONLINE BANNER	SEPTEMBER 2009		04/2010	565.71	
10-1411-414.35-87	10/13/2009	CITIZEN SURVEY	SEPTEMBER 2009		04/2010	400.00	
521-1521-493.33-70	10/13/2009	PARKING	SEPTEMBER 2009		04/2010	448.18	
10-1220-412.32-10	10/13/2009	COURT	SEPTEMBER 2009		04/2010	1,013.01	
601-1550-481.33-30	10/13/2009	FLEET M/P	SEPTEMBER 2009		04/2010	450.51	
541-3122-435.33-70	10/13/2009	SOLID WASTE	SEPTEMBER 2009		04/2010	259.14	
10/19/2009	725337	BILLINGS POLICE PROTECTIVE ASS	437			2,661.00	
650-1566-487.36-60	10/15/2009	MISC SERVICES	07-09/2009	269774	04/2010	2,661.00	
10/19/2009	725342	BROWN AND CALDWELL	18626			8,325.77	
503-7491-603.93-90	10/15/2009	WO0816 SCADA REPLACEMENT	6	265225	04/2010	8,325.77	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10/19/2009	725346	BUSINESS TAX SECTION	2449			6,778.40	
210-5151-452.93-90	10/09/2009	WO0824 BW CROSSING	2	265232	04/2010	105.90	
490-5161-452.93-70	10/09/2009	WO0824 BW CROSSING	2	265232	04/2010	16.42	
840-3184-431.93-10	10/15/2009	WO0105 LAKE HILLS STRMWTR	6	263201	04/2010	1,015.40	
513-8591-625.93-40	10/15/2009	WO0801 WTR&SWR REHABSCH2	5	265603	04/2010	2,877.38	
544-3123-435.93-90	10/15/2009	WO0827 LANDFILL PHASE 4	2	268002	04/2010	2,763.30	
10/19/2009	725348	CABINET SPECIALTIES INC	16105			9,930.00	
561-7113-711.24-50	10/14/2009	MISC SERVICES	2709	269696	04/2010	9,930.00	
10/19/2009	725353	CHICAGO TITLE INSURANCE CO	754			15,000.00	
295-6680-463.72-75	10/15/2009	MISC SERVICES	LOPEZ, ARMANDO	269757	04/2010	15,000.00	
10/19/2009	725357	CMG CONSTRUCTION, INC.	17342			273,567.14	
544-3123-435.93-90	10/15/2009	WO0827 LANDFILL PHASE 4	2	267999	04/2010	273,567.14	
10/19/2009	725358	CMI INC	17386			4,890.00	
709-2191-421.21-20	10/13/2009	MISC SERVICES	745103	269013	04/2010	4,890.00	
10/19/2009	725360	CUMMINS ROCKY MOUNTAIN LLC	924			5,384.11	
541-3122-435.23-20	10/13/2009	MP	004-93660	269697	04/2010	283.66	
601-0000-141.71-41	10/14/2009	MP	92134		04/2010	72.18	
541-3122-435.23-20	10/14/2009	MP	92972	269754	04/2010	52.29	
571-7144-713.23-20	10/14/2009	MP	92997	269754	04/2010	3,047.75	
571-7144-713.23-20	10/14/2009	MP	93514	269754	04/2010	202.75	
541-3122-435.23-20	10/14/2009	MP	93855	269754	04/2010	1.58	
541-3122-435.23-20	10/14/2009	MP	94154	269767	04/2010	325.22	
571-7144-713.23-20	10/15/2009	MP	93850	269785	04/2010	1,398.68	
10/19/2009	725365	DELL COMPUTER L P	13426			7,477.37	
150-2150-421.29-25	10/12/2009	MISC SERVICES	XDDMM589	268872	04/2010	2,077.41	
150-2150-421.29-25	10/12/2009	MISC SERVICES	XDDNRKKF2	269336	04/2010	5,399.96	
10/19/2009	725370	DIXIE PETRO-CHEM	1055			2,990.00	
502-0000-141.00-00	10/13/2009	WATER PARTS AND SUPPLIES	7270041909		04/2010	1,196.00	
502-0000-141.00-00	10/13/2009	WATER PARTS AND SUPPLIES	7270041809		04/2010	1,794.00	
10/19/2009	725374	DOWNTOWN PROPERTY OWNERS ASSOC	20483			4,671.05	
203-1513-466.35-47	10/14/2009	PRIOR YEAR ENCUMBRANCES	2	264623	04/2010	4,671.05	
10/19/2009	725386	ESCOSUPPLY	19696			3,614.30	
211-3134-433.23-20	10/14/2009	MISC SERVICES	1028262	269489	04/2010	3,614.30	
10/19/2009	725389	FEDERAL SIGNAL CORP	8246			21,109.79	
250-2139-421.21-20	10/13/2009	MISC SERVICES	93843274	268966	04/2010	21,109.79	
10/19/2009	725391	FIRST MONTANA TITLE CO	1304			122,214.18	
416-7493-603.91-20	10/07/2009	2421 BELKNAP AVENUE	2421 BELKNAP	269644	04/2010	122,214.18	
10/19/2009	725397	GENERAL ELECTRIC CAPITAL CORP	19598			9,370.42	
150-2150-421.61-00	10/16/2009	MISC SERVICES	70463019	269798	04/2010	4,196.44	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
150-2150-421.62-00	10/16/2009	MISC SERVICES	70463019	488.77
150-2150-421.61-00	10/16/2009	MISC SERVICES	70485663	4,196.44
150-2150-421.62-00	10/16/2009	MISC SERVICES	70485663	488.77
10/19/2009	725402	GUARDIAN SECURITY INC	12486	5,644.75
260-5512-455.35-74	10/13/2009	SECURITY SERVICES	995025	5,644.75
10/19/2009	725403	GUNARAMA WHOLESALE INC	16607	4,540.00
250-2139-421.21-20	10/13/2009	MISC SERVICES	628516	4,540.00
10/19/2009	725408	HDR INC	1544	37,481.62
421-8493-623.93-40	10/15/2009	WO0822 DISINFECTION SYSTM	7	37,481.62
10/19/2009	725416	INGRAM BOOK COMPANY	1820	3,642.09
260-5511-455.79-30	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46171972	89.70
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46189359	160.22
260-5519-455.32-23	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46189359	16.49
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46189359	72.29
260-5519-455.32-41	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46189359	14.75
260-5519-455.33-33	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46189359	10.02
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202510	8.40
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202511	74.38
260-5519-455.33-33	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202511	32.92
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202512	77.85
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202513	6.58
260-5519-455.33-33	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202514	8.38
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202515	19.19
260-5519-455.32-41	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202515	87.80
260-5519-455.33-34	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202515	32.98
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202516	74.39
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202517	17.70
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202517	33.00
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202518	62.94
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202519	13.17
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202519	12.97
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202520	14.75
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202521	20.62
260-5519-455.32-55	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202522	10.61
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202523	15.31
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202524	78.97
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202525	179.78
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202526	58.98
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202526	14.16
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46202527	14.74
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46233768	15.33
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46233769	25.16
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46233770	10.61
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46233770	36.62
260-5519-455.32-41	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46233770	15.34
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46233771	30.08

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46233772	269471	04/2010	42.55	
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46233773	269471	04/2010	13.56	
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46233774	269471	04/2010	46.02	
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46233775	269471	04/2010	14.13	
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46280528	269471	04/2010	60.14	
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46280529	269471	04/2010	15.33	
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46280530	269471	04/2010	56.12	
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46280531	269471	04/2010	37.14	
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46280531	269471	04/2010	34.50	
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46280532	269471	04/2010	16.51	
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46280533	269471	04/2010	756.89	
260-5519-455.32-23	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46280533	269471	04/2010	43.93	
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46280533	269471	04/2010	425.51	
260-5519-455.32-41	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46280533	269471	04/2010	8.39	
260-5519-455.32-55	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46280533	269471	04/2010	22.40	
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46280534	269471	04/2010	32.31	
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46280535	269471	04/2010	98.46	
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46339604	269471	04/2010	17.95	
260-5519-455.32-20	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46339605	269471	04/2010	278.71	
260-5519-455.32-23	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46339605	269471	04/2010	26.19	
260-5519-455.32-26	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46339605	269471	04/2010	100.02	
260-5519-455.32-41	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46339605	269471	04/2010	4.19	
260-5519-455.32-55	10/15/2009	PUBLICATIONS/AUDIOVISUAL	46339605	269471	04/2010	23.96	
10/19/2009	725424	KDRMAS LEE & JACKSON	14850			38,015.97	
503-7591-609.93-40	10/15/2009	WO0911 RIMROCK RD	2	268015	04/2010	5,886.00	
840-3184-431.93-10	10/15/2009	WO0911 RIMROCK RD	2	268015	04/2010	9,197.10	
845-3186-431.93-10	10/15/2009	WO0911 RIMROCK RD	2	268015	04/2010	22,932.87	
10/19/2009	725425	KEYSTONE CONSTRUCTION/SHOWPLAC	16489			3,156.90	
561-7117-711.24-50	10/13/2009	INVOICE #2914	2914	F09905	04/2010	3,156.90	
10/19/2009	725434	MAILING TECHNICAL SERVICES	12577			5,491.69	
240-4301-419.31-10	10/14/2009	MISC SERVICES	SEPTEMBER 2009	269765	04/2010	1,178.32	
521-1522-493.31-10	10/14/2009	MISC SERVICES	SEPTEMBER 2009	269765	04/2010	165.62	
605-1515-483.31-10	10/14/2009	MISC SERVICES	SEPTEMBER 2009	269765	04/2010	4,147.75	
10/19/2009	725447	MONTANA MUNICIPAL INTERLOCAL	20725			9,188.19	
630-1753-485.73-11	10/14/2009	MISC SERVICES	909003	269730	04/2010	7,012.42	
561-7110-711.51-10	10/13/2009	OFF PREM. LIAB. 7/1/09-6/	101309	F09911	04/2010	2,175.77	
10/19/2009	725454	MR MOW IT ALL	20674			2,925.00	
561-7113-711.36-60	10/14/2009	MISC SERVICES	1079	267370	04/2010	2,925.00	
10/19/2009	725455	MSU-BILLINGS	16280			4,513.12	
260-5512-455.92-92	10/13/2009	LIBRARY SHARE - JOINT COT	PARBIL	F09917	04/2010	4,513.12	
10/19/2009	725461	NORMONT EQUIPMENT COMPANY	2738			6,670.47	
571-7148-713.24-50	10/08/2009	INVOICE# 19090219	19090219	F09896	04/2010	360.00	
211-3133-433.22-90	10/14/2009	AUTO &TRUCK MAINT.ITEMS	19060184	266679	04/2010	69.00	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
211-3134-433.29-20	10/14/2009	AUTO &TRUCK MAINT.ITEMS	19060184	3,941.00
211-3134-433.36-50	10/14/2009	AUTO &TRUCK MAINT.ITEMS	19060184	491.00
211-3136-433.29-20	10/14/2009	AUTO &TRUCK MAINT.ITEMS	19060184	350.00
211-3139-454.36-50	10/14/2009	AUTO &TRUCK MAINT.ITEMS	19060184	134.00
211-3134-433.23-20	10/14/2009	MISC SERVICES	19100006	154.15
211-3136-433.24-20	10/14/2009	MISC SERVICES	19100006	1,171.32
10/19/2009	725463	NORTHWESTERN ENERGY	15771	31,367.74
571-7143-713.34-10	10/07/2009	ACCOUNT# 0100473-8	100709	2,374.01
10-5127-451.34-10	10/16/2009	NW PARK/REC/PL	07123870	37.32
10-5122-451.34-10	10/16/2009	NW PARK/REC/PL	07125362	127.48
10-5122-451.34-10	10/16/2009	NW PARK/REC/PL	07208184	17.69
10-5126-451.34-10	10/16/2009	NW PARK/REC/PL	07208218	293.67
502-7400-603.34-10	10/16/2009	NW PUD-WATER TREAT	07222508	7.10
502-7400-603.34-10	10/16/2009	NW PUD-WATER TREAT	07222649	7,207.13
10-5112-452.34-10	10/16/2009	NW PARK/REC/PL	07222870	1,131.17
502-7400-603.34-10	10/16/2009	NW PUD-WATER TREAT	07230402	4,816.96
10-5112-452.34-10	10/16/2009	NW PARK/REC/PL	07230451	688.67
502-7400-603.34-10	10/16/2009	NW PUD-WATER TREAT	07230592	9.75
512-8500-625.34-10	10/16/2009	NW PUD-WASTE WATER	07233893	43.43
211-3133-433.34-10	10/16/2009	NW PUBLIC WORKS	08554040	8.30
150-2221-422.34-10	10/16/2009	NW FIRE	08715468	521.63
10-5112-452.34-10	10/16/2009	NW PARK/REC/PL	09254962	381.75
650-1566-487.34-10	10/16/2009	NW PARK/REC/PL	09758087	401.48
872-5198-452.34-10	10/16/2009	NW PARK/REC/PL	10458131	29.45
502-7400-603.34-10	10/16/2009	NW PUD	11164522	785.09
561-7117-711.34-10	10/16/2009	NW PUD	11389269	38.22
650-1566-487.34-10	10/16/2009	ACCOUNTS PAYABLE	11608023	871.66
650-1566-487.34-10	10/16/2009	ACCOUNTS PAYABLE	11608049	2,584.76
650-1566-487.34-10	10/16/2009	NW	12693917	3,093.49
561-7117-711.34-10	10/13/2009	1669567-8	101309	696.83
561-7117-711.34-10	10/13/2009	1264299-7	101309	547.88
561-7113-711.34-10	10/13/2009	1647695-4	101309	45.65
561-7113-711.34-10	10/13/2009	0100483-7	101309	2,152.66
561-7113-711.34-10	10/13/2009	0100484-5	101309	1,800.86
561-7117-711.34-10	10/13/2009	1341288-7	101309	296.12
561-7117-711.34-10	10/13/2009	1341289-5	101309	26.52
561-7117-711.34-10	10/13/2009	1341291-1	101309	115.65
561-7117-711.34-10	10/13/2009	1341295-2	101309	215.36
10/19/2009	725473	NORTHWESTERN ENERGY	15784	127,399.72
211-3136-433.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE SIGNALS	9,663.25
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712544-6	424.57
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712545-3	446.94
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712546-1	1,271.25
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0721276-4	3,366.93
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0721277-2	1,653.94
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712553-7	1,042.17
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712554-5	77.36
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712556-0	333.82

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712557-8		04/2010	12,408.01
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712558-6		04/2010	1,347.24
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712559-4		04/2010	2,222.98
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712560-2		04/2010	1,519.02
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712561-0		04/2010	3,750.09
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712562-8		04/2010	146.64
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712563-6		04/2010	806.98
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712564-4		04/2010	189.88
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712565-1		04/2010	498.44
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712566-9		04/2010	2,749.56
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712567-7		04/2010	196.35
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712568-5		04/2010	128.50
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712570-1		04/2010	2,136.12
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712571-9		04/2010	162.28
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712572-7		04/2010	284.80
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712573-5		04/2010	830.72
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712574-3		04/2010	332.28
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712575-0		04/2010	166.15
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712576-8		04/2010	608.55
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712577-6		04/2010	425.99
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712578-4		04/2010	284.80
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712579-2		04/2010	122.68
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712580-0		04/2010	735.79
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712581-8		04/2010	199.35
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712582-6		04/2010	460.04
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712583-4		04/2010	446.26
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712584-2		04/2010	395.09
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712585-9		04/2010	314.95
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712586-7		04/2010	640.83
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712587-5		04/2010	213.62
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712588-3		04/2010	496.06
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712589-1		04/2010	23.62
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712590-9		04/2010	405.68
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712591-7		04/2010	308.55
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712592-5		04/2010	397.07
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712593-3		04/2010	1,156.09
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712594-1		04/2010	649.12
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712595-8		04/2010	545.90
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712596-6		04/2010	3,715.21
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712597-4		04/2010	466.55
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712598-2		04/2010	1,054.82
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712599-0		04/2010	427.22
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712600-6		04/2010	791.10
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712601-4		04/2010	688.31
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712602-2		04/2010	924.45
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712603-0		04/2010	617.10
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712604-8		04/2010	912.82
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712605-5		04/2010	50.86
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712607-1		04/2010	324.56
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712608-9		04/2010	759.52

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712609-7		04/2010	202.85
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712610-5		04/2010	486.83
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712611-3		04/2010	460.05
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712612-1		04/2010	1,014.25
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712613-9		04/2010	851.95
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712614-7		04/2010	283.98
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712615-4		04/2010	36.33
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712616-2		04/2010	223.14
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712617-0		04/2010	446.26
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712618-8		04/2010	304.27
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712619-6		04/2010	1,447.81
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712620-4		04/2010	507.12
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712621-2		04/2010	1,014.25
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712622-0		04/2010	324.56
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712623-8		04/2010	121.72
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712624-6		04/2010	498.55
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712625-3		04/2010	202.85
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712626-1		04/2010	243.40
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712627-9		04/2010	202.85
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712628-7		04/2010	1,054.82
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712629-5		04/2010	362.35
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712630-3		04/2010	263.70
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712631-1		04/2010	649.12
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712632-9		04/2010	206.30
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712633-7		04/2010	171.90
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712634-5		04/2010	55.42
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712635-2		04/2010	55.42
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712636-0		04/2010	101.43
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712637-8		04/2010	59.12
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712638-6		04/2010	425.99
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712639-4		04/2010	634.15
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712640-2		04/2010	14.78
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712641-0		04/2010	331.39
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712642-8		04/2010	29.06
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712643-6		04/2010	283.98
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712644-4		04/2010	324.56
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712645-1		04/2010	209.04
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712646-9		04/2010	466.55
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712647-7		04/2010	66.50
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712648-5		04/2010	36.95
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712649-3		04/2010	36.95
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712650-1		04/2010	22.18
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712651-9		04/2010	403.60
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712652-7		04/2010	121.72
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712653-5		04/2010	306.23
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712654-3		04/2010	195.63
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712655-0		04/2010	7.26
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712656-8		04/2010	58.31
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712657-6		04/2010	88.67
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712658-4		04/2010	1,525.69

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
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810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712659-2		04/2010	320.19
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712660-0		04/2010	236.64
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712661-8		04/2010	580.90
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712662-6		04/2010	688.31
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712663-4		04/2010	356.02
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712664-2		04/2010	830.71
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712665-9		04/2010	498.44
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712666-7		04/2010	2,159.85
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712667-5		04/2010	644.63
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712668-3		04/2010	379.10
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712669-1		04/2010	404.87
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712670-9		04/2010	128.93
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712671-7		04/2010	344.84
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712672-5		04/2010	12.51
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712673-3		04/2010	81.14
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712674-1		04/2010	309.46
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712675-8		04/2010	527.78
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712676-6		04/2010	71.20
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712677-4		04/2010	94.94
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712678-2		04/2010	72.74
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712679-0		04/2010	284.80
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712680-8		04/2010	976.72
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0712681-6		04/2010	2,073.07
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0718734-7		04/2010	2,349.75
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 1301786-8		04/2010	13.62
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0719001-0		04/2010	156.77
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0718801-4		04/2010	3,367.65
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0719162-0		04/2010	474.68
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0719644-7		04/2010	1,648.85
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0719763-5		04/2010	116.61
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0720813-5		04/2010	119.58
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0720360-7		04/2010	678.36
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0720606-3		04/2010	2,231.67
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 1301786-8		04/2010	12.58
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0720810-1		04/2010	1,058.99
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0720705-3		04/2010	427.22
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0720937-2		04/2010	2,689.92
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0720716-0		04/2010	749.89
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0721427-3		04/2010	127.21
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0721556-9		04/2010	301.57
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0721684-9		04/2010	35.24
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0833098-7		04/2010	60.17
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0906944-4		04/2010	339.09
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0995095-7		04/2010	852.14
810-3183-431.34-10	10/31/2009	LIGHT MAINT TRANSFER	NWE 0905005-5		04/2010	2,417.77
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660-3110-431.34-50	10/07/2009	ONE EIGHTY OCT 09	DEPOT ONE HALF	04/2010 408.21
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620-1911-482.34-52	10/07/2009	ONE EIGHTY OCT 09	IT INTERNET	04/2010 221.59
10/19/2009	725475	OSTERMILLER CONST	2839	112,634.67
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490-5161-452.93-70	10/09/2009	WO 0824	2	265231 04/2010 1,625.12
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710-2133-421.22-70	10/13/2009	MISC SERVICES	70386	268916 04/2010 2,679.78
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872-5198-452.34-20	10/16/2009	2445 WESTFIELD DR.	675778356	04/2010 121.45
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872-5198-452.34-20	10/16/2009	4002 PARKHILL DR	899739343	135.05
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872-5198-452.34-20	10/16/2009	1515 38TH ST WEST	10697714654	572.62
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872-5198-452.34-20	10/16/2009	4430 HI-LINE DR	12051919090	714.62
872-5198-452.34-20	10/16/2009	210 S 36 ST W	13264320441	538.62
512-8500-625.34-20	10/16/2009	2229 BLUE CREEK RD	13670319854	11.90
10/19/2009	725509	ST VINCENT OCCUPATIONAL HEALTH	3535	3,284.00
10-1253-412.35-75	10/14/2009	MISC SERVICES	17127	25.00
10-1750-417.35-72	10/14/2009	MISC SERVICES	17127	1,231.50
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150-2171-441.35-10	10/14/2009	MISC SERVICES	17127	40.00
150-2225-422.35-10	10/14/2009	MISC SERVICES	17127	17.50
211-3131-433.22-60	10/14/2009	MISC SERVICES	17127	140.00
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627-1752-417.51-60	10/14/2009	MISC SERVICES	17127	640.00
10/19/2009	725512	SUNDOWN SECURITY	3643	2,697.00
561-7110-711.35-81	10/13/2009	INVOICE #34512	34512/34516	1,348.50
561-7110-711.35-81	10/13/2009	INVOICE #34516	34512/34516	1,348.50
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710-2133-421.21-20	10/13/2009	MISC SERVICES	S 1176954	20,352.35
710-2133-421.21-20	10/13/2009	MISC SERVICES	S 1177116	471.60
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601-0000-141.00-00	10/07/2009	MP	67493	8,547.74
150-2226-422.23-10	10/07/2009	F1/DIESEL/420 GAL/10-1-09	67457 FIRE1	838.91
150-2231-422.23-10	10/07/2009	FR5/DIESEL/215 GAL/OCT1	67458 FIRE5	429.44
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601-0000-141.00-00	10/13/2009	MP	67668		04/2010	5,242.88	
502-0000-141.00-00	10/14/2009	WATER PARTS AND SUPPLIES	67394 67586		04/2010	12,413.40	
601-0000-141.71-41	10/15/2009	MP	67670		04/2010	4,075.54	
10/19/2009	725526	TRACTOR & EQUIPMENT		3775		10,575.66	
541-3122-435.23-20	10/13/2009	MP	BLW00112229	269694	04/2010	2,939.74	
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541-3123-435.23-20	10/14/2009	MP	BLW00112286	269744	04/2010	643.03	
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10/19/2009	725536	WASTEQUIP WASHINGTON		19382		3,459.68	
541-3123-435.23-20	10/12/2009	MP	37117777	269685	04/2010	3,147.60	
541-3123-435.23-20	10/12/2009	MP	37117777	269685	04/2010	312.08	
10/19/2009	725541	WELLS FARGO BANK		17017		100,350.00	
279-6661-464.59-30	10/14/2009	PAYOFF ON LOAN	LN #4171-388861	269653	04/2010	100,350.00	
10/19/2009	725545	WESTERN MUNICIPAL CONSTRUCTION		11742		284,860.13	
513-8591-625.93-40	10/15/2009	WO0801 WTR&SWR REHABSCH2	5	265602	04/2010	284,860.13	
10/19/2009	725549	YELLOWSTONE BANK		12435		10,000.00	
295-6680-463.72-75	10/15/2009	MISC SERVICES	NELSON, KYLE	269759	04/2010	10,000.00	
10/19/2009	725551	YELLOWSTONE CO IMPLEMENT		4165		28,563.86	
601-0000-141.00-00	10/07/2009	MP	262231		04/2010	13.86	
640-3138-433.94-40	10/14/2009	EQUIPMENT MAINT & REPAIR	00558287	267740	04/2010	28,550.00	
10/19/2009	725552	YELLOWSTONE COUNTY HEALTH DEPT		6957		2,565.00	
10-1511-322.16-11	10/14/2009	SEPTEMBER 2009	HEALTH INSPECT		04/2010	2,565.00	
10/19/2009	725553	YELLOWSTONE COUNTY SHERIFFS		6218		5,616.60	
717-2166-421.78-65	10/16/2009	MISC SERVICES	HIDTA FORFEITUR	269801	04/2010	5,616.60	
DATE RANGE TOTAL *						1,512,540.72 *	

Date: 11/09/2009

TITLE: Public Hearing for Interim Zoning Ordinance, Medical Marijuana Retail Businesses

PRESENTED BY: Brent Brooks

Department: Legal

Information

PROBLEM/ISSUE STATEMENT

The Planning Department has been directed by the City Council to develop an interim zoning regulation that restricts medical marijuana retail businesses from locating near residential areas, churches, schools and other sensitive land uses. Current zoning regulations would classify this use similar to a retail pharmacy that could be located in any number of commercial or industrial zoning districts and adjacent to residential neighborhoods, churches, schools and parks. The proposed interim ordinance would prohibit medical marijuana sales within 1000 feet of any residential zone, church, park, school, day care, trail, cemetery, or group home. The ordinance also would prohibit medical marijuana sales as a home occupation, and require compliance with the Montana Medical Marijuana Act.

ALTERNATIVES ANALYZED

State law at MCA 76-2-306 allows the adoption of an interim zoning regulation as a matter of urgency without the review of the City Zoning Commission or the publication of several legal ads in advance of the City Council public hearing. Interim zoning regulations may only be in effect for six (6) months from the date of enactment. The City Council may:

- Approve the interim zoning regulation;
- Deny the interim zoning regulation; or
- Delay action for up to thirty (30) days.

FINANCIAL IMPACT

There is no known financial impact to the City if this interim ordinance is adopted.

RECOMMENDATION

The Planning Division staff recommends that the City Council approve the Interim Zoning Ordinance creating Section 27-624 – Medical Marijuana Businesses and amending Section 27-306 and Section 27-201 and allow the interim zoning regulation to be effective for a period not to exceed six (6) months.

APPROVED BY CITY ADMINISTRATOR

Attachments

Link: [Medical Marijuana Interim Ordinance](#)

**ATTACHMENT A
ORDINANCE NO. 09-**

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTION 27-201 AND SECTION 27-306 AND ADD A NEW SECTION 27-624 – MEDICAL MARIJUANA BUSINESS; SETTING DEFINITIONS FOR MEDICAL MARIJUANA BUSINESS, ADOPT THE REVISIONS AS AN INTERIM ZONING REGULATION AND SET A TIME PERIOD FOR THE REGULATION TO BE EFFECTIVE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. RECITALS. *Title 76, Chapter 2, Part 3, MCA*, provides for the enactment as a matter of urgency an interim zoning regulation. The City Council, City Attorney and staff have reviewed the proposed interim zoning regulation and determined there is a matter of urgency to be addressed by the interim zoning regulation. The City Council, in due deliberation, has considered the interim zoning regulation.

2. DESCRIPTION. The interim zoning regulation shall apply to all land within the City Of Billings.

3. INTERIM ZONING REGULATION.
That Section 27-201 and 27-306 of the BMCC be amended to read as follows:

SEC. 27-201. DEFINITIONS.

MEDICAL CORRIDOR: The area defined by the Billings Medical Corridor Study as the medical development impact area. This area is of special concern to the city as a potential location for medical or medically related uses, as well as, supporting uses and residential development. See BMCC Sections 27-901, et seq.

MEDICAL MARIJUANA: means all plant material from the genus cannabis containing tetrahydrocannabinol (THC) or seeds of the genus capable of germination that is grown, sold or administered for medical use.

MERCHANDISE: All items of movable personal property offered for sale to the public for which no title is required to be registered with or issued by the state.

SEC. 27-306. District Regulations: COMMERCIAL & INDUSTRIAL USES.

TITLES AND DESCRIPTION OF INDUSTRIES	Residential Professional	Neighborhood Commercial	Community Commercial	Highway Commercial	Central Business District	Controlled Industrial	Heavy Industrial	Public	South 27th Street Corridor
SR - SPECIAL REVIEW A - ALLOWED									
59 Miscellaneous Retail (Strictly Carryout), (Except Below): – 598 Fuel dealers * Fireworks stands shall comply with BMCC Section 27-614. ** Sexually oriented business, as classified and defined in BMCC Section 27-611. *** <u>Medical Marijuana Retail Businesses are regulated in Section 27-624</u>		A*	A A	A A	A A	A A	A A		A A

4. INTERIM ZONING REGULATION.

That a new Section 27-624 be added as follows:

Section 27-624. Medical Marijuana. (CITY ONLY)

(a) Purpose and Intent. It is the purpose of this section to regulate businesses that provide Medical Marijuana to promote the health, safety, morals, and the general welfare of the citizens of the City of Billings, and to establish reasonable uniform regulations to prevent the deleterious location of businesses that provide Medical Marijuana within the City jurisdiction. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the availability of Medical Marijuana. Similarly it is not the intent or effect of these regulations to restrict or deny access by adults to distributors and providers of Medical Marijuana as provided in MCA 50-46-101 et seq.

(b) Findings and Determinations. The Billings City Council hereby finds and determines that:

- (1) The establishment of businesses that distribute Medical Marijuana in business districts which are immediately adjacent to and which serve residential neighborhoods has a deleterious effect on both the business and residential segments of the neighborhood, causing or contributing to blight and a downgrading of property values.

(2) Concern for, and pride in, the orderly planning and development of a neighborhood should be encouraged and fostered in those persons comprising residential and business segments of that neighborhood.

(3) Medical Marijuana is regulated and controlled through Montana Code Annotated 50-46-101 et seq. but local regulation of Medical Marijuana business locations is important for the preservation of residential neighborhoods and protection of the quiet enjoyment of public and private locations for civic and social gatherings.

(c) Definitions. Terms used in this section, that are not specifically defined below, may be found in Section 27-201 BMCC. Where other definitions are necessary and are not defined in this Section or Section 27-201, the dictionary may define such terms.

Church or Other Place of Worship means a building which is used primarily for religious worship and related religious activities, including but not limited to churches, convents, monasteries, shrines, and temples.

City means the City of Billings, Montana.

Establishment means and includes any of the following:

- a. The opening or commencement of any business providing Medical Marijuana as a new business;
- b. The conversion of an existing business to any business providing Medical Marijuana;
- c. The addition of any business providing Medical Marijuana to any other existing business; or
- d. The relocation of any business providing Medical Marijuana to a location within the City of Billings whether in a commercial or industrial zoning district or as a home occupation.

(d) Location of Businesses providing Medical Marijuana.

(1) No person, whether as a principal or agent, clerk or employee, either for himself or any other person, or as an officer of any corporation, or otherwise, shall place, maintain, own, or operate any business providing Medical Marijuana in a residential zone or within one thousand (1,000) feet of the following residential zones:

- a. Agriculture Open-Space (A-1) Zone;
- b. Agricultural Suburban (A-S) Zone;
- c. Residential 15,000 (R-150) Zone;
- d. Residential 9,600 (R-96) Zone;
- e. Residential 8,000 (R-80) Zone;
- f. Residential 7,000 Restricted (R-70R) Zone;
- g. Residential 7,000 (R-70) Zone;

- h. Residential 6,000 Restricted (R-60R) Zone;
- i. Residential 6,000 (R-60) Zone;
- j. Residential 5,000 (R-50) Zone;
- k. Residential Multi-Family (RMF) Zone;
- l. Residential Multi-Family - Restricted (RMF-R) Zone;
- m. Residential Manufactured Home (RMH) Zone; or
- n. Entryway Mixed Use (EMU) Zone. Or
- o. Any Planned Development Zone that allows residential uses unless such zone is separated from the location of a business providing Medical Marijuana by an Interstate Highway.

(2) No person, whether as a principal or agent, clerk or employee, either for himself or any other person, or as an officer of any corporation, or otherwise, shall place, maintain, own, or operate any business providing Medical Marijuana within one thousand (1,000) feet of the following land uses:

- a. Public library;
- b. Public playground or park (for purposes of this section, publicly owned multiuse trails shall be deemed to be a park);
- c. Public or private school and its grounds, from pre-school through twelfth grade;
- d. A state licensed community residential facility, family day care home, group day care home, or day care center;
- e. Church or other place of worship; or
- f. A cemetery.

(3) For purposes of this section, specified distances will be measured in a straight line, without regard to intervening structures, from the property line of the business providing Medical Marijuana to the property line of the preceding land uses or zoning districts.

(4) In addition to the preceding requirements, businesses providing Medical Marijuana are permitted in the following zones only:

- a. Central Business District (CBD) Zone;
- b. Highway Commercial (HC) Zone;
- c. Controlled Industrial (CI) Zone;
- d. Heavy Industrial (HI) Zone. or
- e. Community Commercial (CC) Zone.

(5) No person, whether as a principal or agent, clerk or employee, either for himself or any other person, or as an officer of any corporation, or otherwise, shall place, maintain, own, or operate any business providing Medical Marijuana in violation of MCA 50-46-101 et seq. Businesses or persons found in violation of MCA 50-46-101 et seq, shall be deemed also in violation of this chapter.

5. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

6. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

7. EFFECTIVE DATE. This ordinance shall be effective immediately upon first reading and up to six (6) months and as provided by law.

PASSED AND ADOPTED by the City Council on first reading November 9, 2009.

CITY OF BILLINGS:

BY: _____
Ron Tussing, Mayor

ATTEST:

BY:
Cari Martin, City Clerk

Interim Zoning Regulation, Medical Marijuana, BMCC 27-201, 27-306 & 27-624

Date: 11/09/2009

TITLE: North Bypass

PRESENTED BY: Candi Beaudry

Department: Planning & Community

Services

Information

PROBLEM/ISSUE STATEMENT

To ensure advancement of the Billings Bypass project in accordance with federal transportation planning requirements, the Billings Metropolitan Planning Organization (MPO) must ensure the appropriate actions are taken through the Billings Metropolitan Planning process. Given federal transportation planning requirements and substantial project costs, the ability to advance the Billings Bypass is highly dependent on successfully financing and constructing independent segments of the bypass as reasonably available funding sources are secured.

Currently the Billings Bypass is in the location/Environmental Impact Statement (EIS) phase. The Federal Highway Administration (FHWA) dictates that the project, whole or in parts, must accomplish independent utility, meet purpose and need, and be fiscally constrained. Due to the current estimated cost for the total project of approximately \$160 to \$264 million, fiscally constraining the entire project (from I-90/94 to Highway 3) will be challenging based on annual funding allocations to the Billing MPO and the possibility of future special funding set-asides from Congress. In addition, the EIS analysis work for the project has run into some property owner resistance in the western portion (Highway 87 to Highway 3) of the proposed project, which has slowed the analysis.

The Policy Coordinating Committee (PCC) must consider ways to fiscally constrain the project so that it can be included in the Billings Urban Area Transportation Plan. Since the Transportation Plan is currently being updated, it is important to have the PCC take action on the fiscal and physical phasing options for the Billings Bypass now. The Planning Board has already made a recommendation on the Billings Bypass project to PCC and the Board of County Commissioners is expected to make a recommendation in late October. The City Council reviewed this project at its Oct. 19 work session, and also must make a recommendation to PCC to provide guidance for the future progress of the Billings Bypass project.

ALTERNATIVES ANALYZED

Currently the North Bypass is in the Location/Environmental Impact Statement (EIS) phase. Federal Highways dictates that the project must accomplish independent utility, meet purpose and need, and be fiscally constrained. Due to the projected total cost of the project of approximately \$160 to \$264 million, it is likely that the only way to fiscally constrain the entire project is to consider it in phases. The City Council may:

- Recommend to the PCC to continue to plan to fund and build the Billings Bypass as one project; or
- Recommend to the PCC to plan to fund and build the Billings Bypass in phases; or
- Recommend to the PCC to end the Billings Bypass project entirely

FINANCIAL IMPACT

The current estimate for the Billings Bypass project ranges from \$160 to \$264 million. The current project study area falls outside of the Billings City limits. The City of Billings has no direct financial responsibility at this time.

RECOMMENDATION

Staff recommends that the City Council consider making a recommendation to PCC to move forward with the Billings Bypass project in phases by completing the current EIS and fiscally constraining the project through a series of construction and funding phases from I-90/94 to Highway 3.

APPROVED BY CITY ADMINISTRATOR
