

# CITY OF BILLINGS

## CITY OF BILLINGS VISION STATEMENT:

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

---

### AGENDA

**COUNCIL CHAMBERS**

**March 8, 2010**

**6:30 P.M.**

**CALL TO ORDER – Mayor Hanel**

**PLEDGE OF ALLEGIANCE – Mayor Hanel**

**INVOCATION – Councilmember Gaghen**

**ROLL CALL**

**MINUTES: February 22, 2010**

**COURTESIES**

- **Presentation to Bresnan Communications for its support of the Internet Crimes Against Children (ICAC) Task Force by Police Chief St. John.**
- **Boy Scout Troup #10 in attendance.**

**PROCLAMATIONS -- None**

**ADMINISTRATOR REPORTS - TINA VOLEK**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1, #3, #4-1, AND #4-2 ONLY. Speaker sign-in required.** (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. W.O. 09-13 Staples Redundant Water Main – BBWA Canal Crossing.** (Opened 2/23/10). Recommend Four Beers, Inc., \$73,670.00
- 2. W.O. 10-04 2010 Accessibility Ramps.** (Opened 2/23/10). Recommend J & J Concrete, Inc., \$179,675.00

- 3. Chemicals -- Polyaluminum Hydroxychloride (PACL) for Water Treatment Plant.**  
(Opened 2/9/10). (Delayed from 2/22/10). Recommend Kemira Water Solutions, Inc., \$ 0.367/lb for rail delivery; \$0.387/lb for truck delivery; \$0.60/lb for tote delivery.
- B. Professional Services Contract** for W.O. 10-11, Water Treatment Plant High Service Pump Station H2-1 Replacement, HDR Engineering, Inc., not to exceed \$75,600.00.
- C. Approval** of Encroachment Permit to cross the Billings Bench Water Association Canal at the west end of Parkhill Drive for W.O. 09-13, Staples Redundant Water Main, \$1,542.00.
- D. Recommendation of approval** to the Policy Coordinating Committee for Amendment III of the 2010 Transportation Improvement Program.
- E. Easement** with Morningside Homeowners' Association for the move of Alkali Creek and stabilization of Alkali Creek Road; \$127,480.50. **Delayed from 2/22/10.**
- F. Appointment** of Adam Kimmet of Cellular Plus to the Ad-Hoc Committee on Distracted Driving.
- G. Street Closures:**
- 1. St. Patrick's Day Parade and Celtic Street Fair**, March 13, 2010. Parade: 9 a.m - 12 noon, established downtown parade route; street fair: 7 a.m. - 2 p.m., North Broadway between 1st Ave. North and 3rd Ave. North.
  - 2. Yellowstone Rimrunners Shamrock Run**, March 14, 2010, 12:30 p.m. - 1:45 p.m., beginning at 3rd Street West and Avenue B; north on 3rd Street West; west on Parkhill Drive to Nordbye; turning around going east on Parkhill; right on 3rd Street West; ending at Pioneer Park.
  - 3. Hope 2 One Life, Inc. World Water Day Walk**, March 20, 2010, 7:30 a.m. - 12:30 p.m., beginning at the MSU-Billings Campus (1 mile walk will remain on campus) heading west on Marbara Lane to Virginia Lane; north on Virginia Lane; west on Park Lane; south on Highwood Dr.; east on Woodland Dr.; north on Raymond Place; east on Highland Park; north on Virginia Lane; east on Marbara Lane; through the campus using the tunnel at 27th Street to Mountain View Blvd.; south on 27th Street; and ending at the MSU-Billings Campus.
  - 4. Downtown Billings Association Purple 5K Run and Bicycle Race**, March 27, 2010, **5K run:** 8 a.m. - 12 noon, beginning at Grandview Boulevard and N. 30th Street; south on N. 30th to 12th Ave. N.; west on Beverly Hill Blvd.; south on Virginia Lane; through Pioneer Park; east on Ave. C; north on 2nd St. W.; east on Ave. E; north on N. 32nd; east on 11th Avenue N.; east on N. 28th; west on 10th Ave. N; south on N. 31st; and right on 2nd Ave. N; finishing under Sky Point. **Bicycle race:** 5 p.m - 8 p.m., beginning under Sky Point; south on Broadway to 1st Ave. N.; make a u-turn; north on Broadway to 3rd Ave. N.; make a u-turn; south on Broadway to 2nd Ave. N.; west on 2nd Ave. N. to N. 29th; north on N. 29th to 3rd Ave. N.; make a u-turn; south on N. 29th to 2nd Ave. N; west on 2nd Ave. N. to N. 30th; make a u-turn; east on 2nd Ave. N. to Broadway; finishing under Sky Point.

- H. Approval of Quarterly Report for Pledged Collateral** for First Interstate Bank Certificate of Deposit, US Bank Municipal Investor Accounts, US Bank Repurchase Account, and US Bank Certificates of Deposit.
- I. Approval of Semi Annual Investment Report.**
- J. Resolution** authorizing expenditure of up to \$11,000 of FY2010 Council Contingency Funds for a two-inch water meter at Centennial Park for a new baseball field.
- K. Preliminary Minor Plat** of Mattson Acres Subdivision, a 1.01 acre tract of land located at 719 Mattson Lane, legally described as Lot 14, in Section 15, T1N, R26E, conditional approval of the preliminary minor plat and adoption of the Findings of Fact.
- L. Bills and Payroll:**
  - 1. February 9, 2010.**
  - 2. February 12, 2010.**

**REGULAR AGENDA:**

- 2. PUBLIC HEARING AND FIRST READING ORDINANCE** amending BMCC 24-501 by adding Sections 24-312 and 24-541, allowing the City to legally authorize civilians to regulate traffic flow upon successful completion of an authorized safety course. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation).
- 3. BID AWARD: Two (2) Quick Response Vehicles (QRV) for Fire Department.** (Opened 2/23/10). Staff recommendation will be made at meeting. (**Action:** approval or disapproval of staff recommendation).
- 4. SID 1389, PUBLIC IMPROVEMENTS ON CLUBHOUSE WAY BETWEEN GREENBRIAR ROAD AND CHERRY HILLS ROAD**
  - 1. Resolution** approving sale of bonds for financing SID 1389, \$182,000.00. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation).
  - 2. Bid Award: SID 1389, construction of public improvements on Clubhouse Way between Greenbriar Road and Cherry Hills Road.** (Opened 2/23/10). Recommend HL Ostermiller Construction, Inc., \$444,048.53. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation).

**PUBLIC COMMENT** on Non-Agenda Items -- Speaker Sign-in required. (*Restricted to ONLY items not on this printed agenda. 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: 03/08/2010

TITLE: W.O. 09-13 Staples Redundant Water Main – BBWA Canal Crossing, Contract Award

PRESENTED BY: David Mumford

Department: Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

Council and the Mayor are asked to consider authorizing and executing a construction contract to install a 36-inch diameter steel casing pipe below and across the Billings Bench Water Association (BBWA) Canal near the west end of Parkhill Drive. This casing is being installed before the water is in the ditch and will be used for a future water main construction project.

Because the BBWA plans to begin operating the Canal by April 15, the company requires that the Canal be crossed by April 1; therefore, it is necessary to install the steel casing pipe under the Canal as soon as possible. In addition to evaluating bids on the base work needed to cross the Canal, bid prices have been evaluated for additive alternates that would extend the casing further beyond the Canal and under a large storm drain and sanitary sewer main, add structural backfillband add flowable fill. Each of the additive alternates are being recommended because they result in a better finished product and are within the budget set aside for this portion of the project.

This project will facilitate the future installation of a 24-inch water main through the steel casing during planned subsequent project work that would extend a redundant water main approximately 6,800 feet to Staples Pump Station. The future water main construction project is currently on schedule for a late March bid opening.

**ALTERNATIVES ANALYZED**

The Council may:

- Award the construction contract to Four Beers, Inc.; or
- Do not award the construction contract.

**FINANCIAL IMPACT**

Bids were opened on February 23, 2010, for W.O. 09-13 Staples Redundant Water Main – BBWA Canal Crossing with the results listed below:

Base Bid

- Engineer’s Estimate: \$63,561.00
- Four Beers, Inc. dba Stillwater Excavating: \$58,984.00
- Riverside Sand and Gravel, Inc.: \$63,034.00
- Western Municipal Construction, Inc.: \$63,410.00
- COP Construction LLC: \$69,004.00

Additive No. 1-1

- Engineer’s Estimate: \$7,260.00
- Four Beers, Inc. dba Stillwater Excavating: \$9,460.00
- Riverside Sand and Gravel, Inc.: \$6,710.00
- Western Municipal Construction, Inc.: \$10,560.00
- COP Construction LLC: \$15,664.00

Additive No. 1-2

- Engineer’s Estimate: \$330.00

Four Beers, Inc. dba Stillwater Excavating: \$880.00  
Riverside Sand and Gravel, Inc.: \$660.00  
Western Municipal Construction, Inc.: \$220.00  
COP Construction LLC: \$748.00

Alternate Additive No. 1

Engineer's Estimate: \$4,240.00  
Four Beers, Inc. dba Stillwater Excavating: \$5,830.00  
Riverside Sand and Gravel, Inc.: \$4,929.00  
Western Municipal Construction, Inc.: \$4,240.00  
COP Construction LLC: \$5,989.00

Total Base Bid Plus Additives and Alternate

Engineer's Estimate: \$74,596.00  
Four Beers, Inc. dba Stillwater Excavating: \$73,670.00  
Riverside Sand and Gravel, Inc.: \$73,743.00  
Western Municipal Construction, Inc.: \$77,900.00  
COP Construction LLC: \$89,603.00

Project funding will be from City water funds.

**RECOMMENDATION**

Staff recommends that Council award a construction contract for W.O. 09-13 Staples Redundant Water Main – BBWA Canal Crossing to Four Beers, Inc. in the amount of \$73,670.00.

**APPROVED BY CITY ADMINISTRATOR**

---

Date: 03/08/2010

TITLE: WO 10-04 2010 Accessibility Ramps

PRESENTED BY: David Mumford

Department: Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

Bids were received and evaluated for the 2010 Accessibility Ramps on February 23, 2010. This project will construct Accessibility Ramps on 32nd Street West and along some corners on the western edge of downtown. Per the agreement between the Department of Justice and the City Of Billings, the City is required to construct accessibility ramps on all streets that have been reconstructed or overlaid since 1992. This project has \$190,000 of gas tax funds for FY2010.

**ALTERNATIVES ANALYZED**

The Council may:

- Award WO 10-04 2010 Accessibility Ramps to J & J Concrete, Inc. in the amount of \$179,675.00; or
- Do not award WO 10-04.

**FINANCIAL IMPACT**

Funding for Work Order 10-04, 2010 Accessibility Ramps, will be provided from Gas Tax. Six bids were received for this project.

WO 10-04 2010  
Accessibility Ramps

Contractor	Bid Amount
Engineer's Estimate	\$191,575.00
J & J Concrete, Inc.	\$179,675.00
CMG Construction	\$205,130.00
Aztec Concrete, Inc.	\$208,075.00
HL Ostermiller	\$223,572.50
Riverside Sand & Gravel	\$256,317.50
Knife River - Billings	\$296,210.00

**RECOMMENDATION**

Staff recommends that Council approve the construction contract for Work Order 10-04, 2010 Accessibility Ramps, with J & J Concrete, Inc. in the amount of \$179,675.00.

**APPROVED BY CITY ADMINISTRATOR**

Date: 03/08/2010

TITLE: Bid Award for PACL Blend

PRESENTED BY: David Mumford

Department: Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

Public Works' existing contract for polyaluminum hydroxychloride (PACL) expires in February 2010. The PAC blends used in water treatment are proprietary products. These blends supplied by different vendors have differences in composition. The current product supplied by Kemira Water Solutions has proven to be the most cost-effective blend that has been used. The technical specifications and performance history of this product are the basis for this bid. Potential suppliers must provide a product with essentially the same composition and guarantee equivalent performance.

The purpose of this bid is to obtain a fixed unit price in terms of price per pound (\$/lbs) for a one (1) year period, with an option to renew the contract one (1) year at a time, for up to a total of three (3) years. The contract provides for termination of the agreement if the product supplied does not meet performance specifications.

**ALTERNATIVES ANALYZED**

The Council may:

- 1) Approve the bid award; or
- 2) Not approve the bid award.

**FINANCIAL IMPACT**

There are sufficient funds in the FY2010 Water Treatment Plant Chemicals account to cover purchases of this chemical. Bid award is based upon the railcar price which is the primary method of delivery. Staff recommend that Council award the contract for PACL to Kemira Water Solution, Inc. at the unit prices listed in their bid. The bid was publicly advertised on January 28 and February 4, 2010. Five bids were received with prices for six products on February 9, 2010, as follows:

Supplier	Product	Pricing by Delivery Method (\$/lb)		
		Railcar	Truck	Tote (275 gal)
Thatcher Co. of Montana	T-Floc B-41	\$0.3321	\$0.3537	\$0.4537
<b>Kemira Water Solutions</b>	<b>PAX-XL3920LX</b>	<b>\$0.367</b>	<b>\$0.387</b>	<b>\$0.60</b>
Brenntag Pacific	Brenn Floc 2010B	\$0.39	\$0.49	\$0.57
Aqua-Pure	AF 61150	\$0.384	\$0.446	\$0.446
Aqua-Pure	AF 81150	\$0.403	\$0.465	\$0.465
Pristine Water Solutions	PHI-2162	\$0.405	\$0.490	\$0.555

The low bidder, Thatcher Company of Montana, attached conditions to their bid thus making it nonresponsive. As required in the bid, Thatcher did not provide any references of other product users of the proposed product, they did not provide a back-up source for this essential chemical, and they added hold harmless clauses to the contract which would abrogate its liability should it not be able to provide the chemicals as needed. Accordingly, the City Attorney office recommends that bid be rejected.

**RECOMMENDATION**

Staff recommends that Council reject the low bid of Thatcher Company of Montana as being nonresponsive and award the contract for PACL to Kemira Water Solution, Inc., at the unit prices listed in their bid.

**APPROVED BY CITY ADMINISTRATOR**

---

Date: 03/08/2010

**TITLE: W.O. 10-11 Contract for Professional Services for Water Treatment Plant High Service Pump Station H2-1 Replacement**

**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. 10-11, Water Treatment Plant High Service Pump Station H2-1 Replacement. The existing H2-1 pump is one of the main pumps at the Water Treatment Plant. The purpose of this project is to replace the aging pump and equipment that isn't efficient and may become unreliable. This project will replace the existing H2-1 pump with a pump of the same capacity, including a new motor and variable frequency drive. HDR Engineering, Inc., was selected for this work based on City staff review of project proposals submitted by prequalified firms.

**ALTERNATIVES ANALYZED**

The Council may:

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

**FINANCIAL IMPACT**

Funding for the design and construction of this project is from water revenues and has been approved in the CIP projects (FY '10 for \$1,108,000.00).

**RECOMMENDATION**

Staff recommends that Council authorize the Mayor to sign a contract for professional services with HDR Engineering, Inc., for W.O. 10-11, Water Treatment Plant High Service Pump Station H2-1 Replacement in the amount not to exceed \$75,600.00.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Link: [W.O. 10-11 Contract](#)

---

# Contract for Professional Architectural and Engineering Services

## W.O. 10-11 WTP High Service Pump H2-1 Replacement

---

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 5 pages (Basic Services of Consultant);

Appendix B consisting of 1 pages (Methods and Times of Payment);

Appendix C consisting of 1 pages (Additional Services of Consultant);

Appendix D consisting of 1 pages (Schedule of Professional Fees);

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of 2 pages (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. "Consultant" means HDR Engineering, Inc.

#### Section 2. Scope of Services.

- A. The Consultant 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 Consultant in accordance with Section 4.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Consultant may provide, at its own expense, any other services that are consistent with this Contract.

- D. The Consultant shall provide hard copy as-built drawings and in digital pdf and Autocad format, as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings are received by the City of Billings.
- E. The Consultant shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Consultant 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 June 15, 2011.

Section 4. Compensation; Method of Payment.

- A. Subject to the Consultant's satisfactory performance, Billings shall pay the Consultant no more than Seventy Five Thousand Six Hundred and no/100 dollars (\$75,600.00) in accordance with this Section and Appendix B.
- B. 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 Consultant 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 Consultant's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Consultant of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor for all services provided not under dispute in the invoice. Billings will pay Consultant within 30 days of receiving an acceptable invoice.

Section 5. Termination of the Consultant's Services.

The Consultant'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 Consultant 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 Consultant's services for convenience, Billings shall pay the Consultant 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 Consultant shall become the property of Billings.

- B. If the Consultant's services are terminated for cause, Billings shall pay the Consultant the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Consultant'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 Consultant under this Contract shall become the property of Billings at its option.
- C. If the Consultant 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 Consultant shall not be entitled to any compensation under this Section until the Consultant has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and any Deliverables prepared by the Consultant as defined in the Scope of Services and requested by the Administrator.
- E. If the Consultant's services are terminated for whatever reason the Consultant 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 Consultant'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 Consultant'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 Consultant shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Consultant shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Consultant 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 Consultant 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 Consultant 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 as defined as Deliverables in the Scope of Services and produced by the Consultant 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. Consultant shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Consultant shall have the right to include photographic or artistic representations of the design and construction of the Project among the Consultant's promotional and professional materials. The Consultant's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Consultant in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Consultant with Contract funds: See Appendix A, Section 3. Scope of Work.
- C. Should Billings elect to reuse Deliverables provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Consultant from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the Deliverables 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 Consultant's or subconsultant'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: Travis Harris, P.E.  
City of Billings  
Public Works Department  
2224 Montana Avenue  
Billings, Montana 59101

e-mail: [harrist@ci.billings.mt.us](mailto:harrist@ci.billings.mt.us)  
FAX: (406) 237-6291

Consultant: Craig Habben, P.E.  
6300 South Old Village Place  
Suite 100  
Sioux Falls, South Dakota 57108

e-mail: [craig.habben@hdrinc.com](mailto:craig.habben@hdrinc.com)  
FAX: (605) 977-7747

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 Consultant 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 Consultant 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 Consultant'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 Consultant;
- 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 Consultant agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 15. Subcontracts.

The Consultant may enter into subcontracts for professional 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 to be provided and the nature of the consideration paid therefor.
- B. Every subcontract under which the Consultant delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Consultant.
- C. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subconsultant relating to the purchase of goods or services pursuant to the subcontract.

## PART II GENERAL CONTRACT PROVISIONS

### Section 1. Relationship of Parties.

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

### Section 2. Nondiscrimination.

- A. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Consultant 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 subconsultant or vendor of the Consultant under this Contract.
- E. The Consultant shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

### Section 3. Permits, Laws, and Taxes.

The Consultant 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 Consultant under this Contract shall comply with all current and applicable statutes, ordinances, rules and regulations at the time of the execution of this Contract. The Consultant 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:

Consultant: Department Manager  
(title of position)

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 Consultant 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 Consultant or any agent, employee or subconsultant as a result of the Consultant's or any subconsultant's performance pursuant to this Contract.

- A. The Consultant 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 to the extent 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 to the extent arise from wrongful or negligent act of both Billings and the Consultant, the Consultant 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 to the extent result from the Consultant's or any subconsultant's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

The Consultant 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 Consultant is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Consultant 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 Consultant 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 Consultant 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

HDR Engineering, Inc.

\_\_\_\_\_  
City Council or Designee

\_\_\_\_\_

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

Name: Amanda B. McInnis

Title: Department Manager

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

ATTEST:

IRS Tax ID # 47-0680568

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

By \_\_\_\_\_

BRENT BROOKS, City Attorney

STATE OF MONTANA )  
 )  
 ) ss.  
COUNTY OF MISSOULA )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, 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 Missoula, Montana  
My Commission Expires: \_\_\_\_\_

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

## Appendix A

### Basic Services of Engineer

---

---

#### Section 1. Engineer's Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer'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 Engineer 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. Engineer'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 Engineer 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 Engineer. 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 Engineer'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 Engineer. For this project the Task Director designated for the Engineer is Craig Habben working under the Principal-in-Charge, Amanda McInnis.

### 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 Engineer and Billings. For this project, the Task Director designated is Travis Harris, PE, working under the City Engineer, Debi Meling, P.E.

### Section 3. Scope of Work.

The project consists of engineering services for the design, bidding and construction phases for the City of Billings Water Treatment Facility (WTF) High Service Pump H2-1 Replacement. The purpose of the project is to replace existing pump H2-1 with a pump of the same capacity, including a new motor and variable frequency drive (VFD). The existing pump ancillary facilities will be modified as necessary to accommodate the new pump equipment. The equipment required on the project will be part of the general contractor's responsibility and will not be pre-purchased by the City.

The scope of work is summarized below.

- Replacement of Zone 2 High Service Pump H2-1 at the High Service Pump Station, including pump and drive motor.
- Replacement of pump H2-1 discharge valves with similar equipment, mounted to new piping as required.
- Replacement of existing 4160 volt variable frequency drive (VFD) for pump H2-1 with 18-pulse unit, including necessary cabinet cooling processing.
- Modification of existing concrete pump and VFD pads to accommodate new equipment installation.
- Abandonment the H2-1 harmonic filter in-place.
- Proper disposal of isolation transformer associated with Pump H2-2 and relocation of isolation transformer for Pump H2-1 to the H2-2 pad.
- Modification of existing WTP SCADA system to connect to new equipment.

## **DETAIL SCOPE OF SERVICES**

The scope of services that will be utilized on the High Service Pump H1-1 Replacement project is presented in the summaries for Tasks 100 through 500. The scope of services is organized as follows:

<u>Task Series</u>	<u>Description</u>
100	Project Initiation, Coordination, Deliverables and Management
200	Preliminary Design Phase
300	Final Design Phase
400	Bid Phase
500	Construction Phase

### **TASK SERIES 100**

#### **101 – Project Initiation**

The purpose of this task will be to establish lines of communication between the City and HDR staff. Key project goals and objectives will be established.

#### **102 – Meetings with City Staff**

During the preliminary design and final design phases of the projects, key members of the Consultant design team will meet with the City staff to review the project. Meeting minutes will be prepared and distributed to all parties attending the meeting.

#### **103 – Montana Department of Environmental Quality Coordination**

As part of this task, Consultant will coordinate the project with the State of Montana Department of Environmental Quality (DEQ).

#### **104 – Construction Cost Estimate**

The estimated capital costs for the project will be developed in this task series. The estimate will be the preliminary design and will be updated as necessary at various stages of design with the final estimate due prior to bidding.

#### **105 – Document Submittals to City**

As part of this task, documents developed as part of the project will be submitted to the City.

#### **106 – Project Management**

Coordinate design team, monitor project status and prepare financial documents.

### **TASK SERIES 200 – PRELIMINARY DESIGN PHASE**

This task series will further develop ideas from the preliminary design. The tasks associated with the preliminary design include the following:

#### **201 – Define Facilities Requirements**

The system requirements for the project will be finalized. These requirements will establish the basis of design and construction constraints for developing the facility improvements and modifications.

#### **202 – Develop Project Schedule**

Develop overall project schedule to assure timely completion of the project. Incorporate necessary modifications to schedule to meet the available window of time for pump H1-1 to be taken out of service based on WTF operations.

### **203 – Prepare a Design Memorandum**

Prepare a design memorandum that describes the project and the planned improvements. Review memorandum with staff and incorporate any comments.

## **TASK SERIES 300 – FINAL DESIGN**

In this task, the preliminary design will be translated into engineered project elements. The basis of the design will be finalized and drawings and specifications will be prepared. Specific tasks will include the following:

### **301 – Prepare Final Drawings**

Utilizing approved layouts identified in the preliminary design, prepare final drawings for all disciplines for the pump H2-1 replacement.

### **302 – Prepare Detailed Specifications**

Detailed specifications for major pieces of construction, equipment, and facility improvements will be prepared. The detailed specifications will establish general acceptable standards for equipment and materials.

### **303 – Perform Preliminary In-House Review**

An engineering team of senior technical personnel not directly involved with the project will review the final drawings and specifications and the cost estimate for completeness, accuracy, and constructability.

### **304 – Resolve City Comments and Review Comments**

Comments received in a review of final drawings, specifications, and construction cost estimate will be resolved.

## **TASK SERIES 400 – BID PHASE**

### **401 – Bidding Administrative Assistance**

Prepare bid documents and distribute to prospective bidders and plan rooms. Answer bidder questions and prepare addendum as needed. Conduct pre-bid meeting. Attend Bid.

### **402 – Post-Bid Administrative Assistance**

Receive, evaluate and tabulate bids. Assess completeness of bids. Make recommendations to the City on award of contract.

## **TASK SERIES 500 – CONSTRUCTION PHASE**

Construction Phase scope of work is based on 12 week construction period, after which time only minor punch list items would need to be completed.

### **501 – Construction Initiation Services**

The Consultant shall prepare construction contracts, conduct a preconstruction conference and prepare minutes summarizing the conference. The Consultant will provide the owner with three sets and the contractor with three sets of "Issue for Construction" plans and specifications including a pdf.

**502 – Office Assistance and Administration**

During the construction phase of the project, the Consultant will provide office assistance to the City on the administration of the project. This effort will include review and preparation of change orders, shop drawing review, interpretation of drawings and specifications, monitoring of compliance with procedure requirements on the project, coordinating with the contractor, preparation of pay estimates, and conducting weekly construction meetings.

**503 – Field Services**

The Consultant will provide part-time on-site construction observation services. A resident project representative will provide up to 88 hours of construction observations and related tasks. The resident project representative will monitor the project for compliance with contract documents.

**504 – Construction Wrap-Up and Acceptance**

Upon completion of the construction of the improvements, the Consultant will schedule and hold a final project walk-through and assist the City in the final wrap-up of the project, including preparing record drawings, preparation of a punch list, start-up of facilities, operations and maintenance information review, and recommendation of final acceptance.

**505 – Post-Construction Warranty Services**

After final acceptance, the Consultant will provide warranty item consultation, assist in the eleven-month warranty inspection, and provide warranty follow-up.

## Appendix B

### Methods and Times of Payment

---

#### Section 1. Payments for Basic Services.

Billings shall authorize payment to the Engineer for services performed under Appendix A of this Agreement. Partial payment shall be made to the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer. Billings shall deduct ten percent (10%) from each monthly pay estimate to be held until the completion of the final scope of work. 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, the Engineer shall be paid based upon actual time accrued, but not to exceed the following amounts:

1. Project Initiation, Coordination, Deliverables and Management	\$ 5,700.00
2. Preliminary Design and Final Design	\$ 28,500.00
3. Bidding	\$ 3,300.00
4. Construction	\$ 38,100.00

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 by a negotiated price.

#### Section 3. Corrections.

Costs of Billings work that is required for corrections to the Engineer's work which requires redoing by Billings shall be deducted from any payments due the Engineer, if the Engineer 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 Engineer's costs have increased for all comparable clients.

## **Appendix C**

### **Additional Services of Engineer**

---

---

Extra Services of the Engineer 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.

**Appendix D**  
**Schedule of Professional Fees**

---

---

Not Used

## **Appendix E**

### **Project Schedule**

---

Based on a notice to proceed by Billings date no later than March 8, 2010, the completion date for the Engineer's work through final design shall be:

- A. Submittals and Meetings
  - 1. 95% Design – April 16, 2010
  - 2. Bid Documents/Advertisement – May 6, 2010
- B. Bidding
  - 1. Pre-Bid Meeting – May 13, 2010
  - 2. Bid Date – June 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 Engineer is behind on this Contract due to no fault of Billings, then the Engineer hereby acknowledges the right of Billings to withhold future Contracts to the Engineer in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

## **Appendix F**

### **Certificate(s) of Insurance**

---

Certificate of Insurance Attached

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

6/1/2010

DATE (MM/DD/YYYY)  
6/22/2009

**PRODUCER** Lockton Companies, LLC-1 Kansas City  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE**

**NAIC #**

**INSURED** 13147 HDR ENGINEERING, INC.  
ATTN: LOUIS J. PACHMAN  
8404 INDIAN HILLS DRIVE  
OMAHA, NE 68114-4049  
BELLEVUE/CYNTHIA RAMOLD

INSURER A: Hartford Fire Insurance Company	19682
INSURER B: Allied World National Assurance Company	10690
INSURER C: New Hampshire Insurance Company	23841
INSURER D: Insurance Company of the State of PA	19429
INSURER E: Zurich American Insurance Company	16535

**COVERAGES** HDRIN01 SA

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b>	37CSEQU0950	6/1/2009	6/1/2010	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	
A		<b>AUTOMOBILE LIABILITY</b>	37CSEQU0951 (AOS) 37CSEQU0952 (HI)	6/1/2009	6/1/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$ XXXXXXX
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ XXXXXXX
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$ XXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		<b>GARAGE LIABILITY</b>	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$ XXXXXXX
	<input type="checkbox"/> ANY AUTO	OTHER THAN EA ACC				\$ XXXXXXX	
		AUTO ONLY: AGG				\$ XXXXXXX	
B		<b>EXCESS/UMBRELLA LIABILITY</b>	C012177/001 (EXCLUDES PROF. LIAB)	6/1/2009	6/1/2010	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM					\$ XXXXXXX
		RETENTION \$					\$ XXXXXXX
C D		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	3621195 (AOS) 3621196 (CA)	6/1/2009	7/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <b>NO</b>				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
E		<b>OTHER</b>	EOC9260026-02	6/1/2009	6/1/2010	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		ARCHS & ENGS PROFESSIONAL LIABILITY				PER CLAIM: \$2,000,000. AGG: \$2,000,000.	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
RE: CLIENT #000194: ALL PROJECTS. CITY OF BILLINGS, ITS OFFICIALS, OFFICERS, EMPLOYEES & AGENTS ARE NAMED AS ADDITIONAL INSURED AS RESPECTS GENERAL & AUTOMOBILE LIABILITY, AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES.

**CERTIFICATE HOLDER**

**CANCELLATION**

2824447  
CITY OF BILLINGS  
PUBLIC WORKS DEPARTMENT  
ATTN: DAVE MUMFORD  
510 NORTH BROADWAY  
4TH FLOOR  
BILLINGS MT 59101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY AIR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE AN OBLIGATION OR LIABILITY OF ANY KIND ON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Date: 03/08/2010

TITLE: W.O. 09-13 Staples Redundant Water Main – BBWA Canal Crossing, Encroachment Permit

PRESENTED BY: David Mumford

Department: Public Works

---

**Information**

**PROBLEM/ISSUE STATEMENT**

Before the City may install a new water main across the Billings Bench Water Association (BBWA) Canal at the west end of Parkhill Drive, they must execute an Encroachment Permit for the BBWA. Because the BBWA plans to begin operating the Canal by April 15, they require that the Canal be crossed by April 1. Therefore, it is necessary to execute this Encroachment Permit and install the steel casing pipe under the Canal as soon as possible.

Canal crossing work will involve installing a 36-inch diameter steel casing pipe below and across the BBWA Canal to facilitate the future installation of a 24-inch redundant water main to Staples Pump Station.

**ALTERNATIVES ANALYZED**

If the City is unable to execute the Encroachment Permit, it will be unable to legally cross the BBWA Canal with a new steel casing and future public water main. Without this public utility in place, the City cannot complete the W.O. 09-13 Staples Redundant Water Main project which will install a 24-inch water main across the canal and approximately 6,800 feet to Staples Pump Station.

**FINANCIAL IMPACT**

There is a \$1,542.00 BBWA Canal crossing fee which will be paid from water funds.

**RECOMMENDATION**

Staff recommends that Council approve and the Mayor execute the BBWA Canal Crossing Encroachment Permit.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Link: [BBWA Encroachment Permit](#)

---

**ENCROACHMENT PERMIT**

**THE BILLINGS BENCH WATER ASSOCIATION (BBWA) hereby quit Claims to CITY OF BILLINGS as (Permittees or Grantee), revocable permission to**

**Install a 24" dia. Water main encased in a 36 inch diameter casing pipe under the canal by means of an open cut trench as per the plans filed at the office of the BBWA. The 36" casing pipe, bentonite cut-off walls, Bentomat St. liner, and concrete liner will be installed prior to April 1st, 2010. The 24 inch water main will be pushed through the 36" casing after April 1st.**

**(Legal description of area of encroachment). As per specifications on file at BBWA office.)**

**In the SW ¼ Section 36 Tnp 1 North, Range 25E. near Solomon Ave. and Kober Place.**

**Subject to the following terms and conditions.**

**WHEREAS persons may not encroach upon or otherwise use or impair BBWA's Canal, or its primary or secondary easement, without obtaining approval and an easement therefore:**

- 1. PLANS AND SPECIFICATIONS OF ANY "ENCROACHMENT" or "DISTURBANCE" OR "PLACEMENT OF FACILITY":**

**An "encroachment" or "disturbance" or "placement of facility" means the construction or the placement, and any work associated therewith, of any facility, including utility lines, pipes, pipeline, culverts, bridges, trees, buildings, etc. over, across, on, under, through or near the BBWA'S canal, laterals, embankment, or right-of-way thereof.**

- 2. Any "encroachment", "disturbance" or "placement of facility" by**

**PERMITTEE', over, across, under, on or near BBWA's canal, laterals, And embankment thereof, MUST BE DONE BETWEEN NOVEMBER 1, AND APRIL 1, of each year, unless a specific written exception is granted by BBWA. 'PERMITTEE", shall contact BBWA, at least twenty-four (24) hours in advance of any actual "encroachment" "disturbance", or "placement of facility."**

- 3. Any "disturbance", or "encroachment", or "placement of facility", must be properly reclaimed. Any cuts or disturbance of BBWA's main canal and embankment shall be reclaimed by pouring a concrete slab four inches thick in the disturbed area, plus ten feet up-stream and ten feet downstream from the disturbed area and a foot above the high water line. One-foot upstream and downstream edges should be angled into the ground 8" deep to prevent under cutting of the slab.**

**On bridges and pedestrian bridges, BBWA requires, that a concrete slab be poured under the bridges a distance of the length and width of the bridge, plus ten feet up-stream and ten feet down-stream from the structure to one foot above the high water line.**

**On lateral crossings, BBWA requires using riprap and necessary measures to insure that the soil integrity of the canal will not give away or leak. All cuts in the laterals shall be lined with high swelling sodium type bentonite such as is produced by Wyo-Ben Inc. or other impervious material as agreed to by BBWA.**

**Requirements for boring under the canal: A cement pad must be placed for 10 feet upstream and down stream on the bottom of the canal directly above the installation and it must be at least 4" thick. Steel Reinforced slab of minimum thickness 4" covering the bottom and both sides to one foot above the high water mark. The flow line must be kept at the same level as present ditch.**

**Final details of reclamation shall include:**

**Soil compaction per attached exhibits, surface restoration per attached exhibits, and grass areas will be sodded. Final reclamation shall be approved by BBWA prior to and after PERMITTEE'S "encroachment" "disturbance" placement of facility.**

- 4. The installation of any culvert, bridge, fence, or any other "facility" will be such as to allow BBWA access to cleaning and allow safe and efficient operation, maintenance of its canals and laterals.**

5. **BBWA shall be entitled to use the road easement in the operation and maintenance of its canal. The "Permittee" shall have right of access and enjoyment of its easement under this agreement so long as such use and enjoyment by "Permittee" does not interfere with the normal operation and maintenance of BBWA'S canals and only so long as the encroachment otherwise complied with the bylaws of BBWA as they may exist from time to time.**
6. **The "Permittee", will take necessary actions to insure that the easement does not create a nuisance or hazard to the public, or that the easement will not interfere with other utility easements.**
7. **The "Permittee" shall take necessary precautions to warn or prevent the public from using BBWA'S easement, in a manner which might result in harm or damage to BBWA'S canal, the "Permittee", or the public including the construction of a safety curb along the canal, and posting "No Trespassing" signs along the canal.**
8. **The "Permittee" shall be responsible for the cleaning, and maintaining; of any facility it constructs or places in BBWA'S canal or laterals. "Permittee" shall be responsible for any damage associated with and "encroachment", "disturbance", or "placement of facility", by PERMITTEE". BBWA may, but has no duty to repair, replace or clean any structure of Permittee and assess against the PERMITTEE the cost thereof.**
9. **The "PERMITTEE", and/or its contractors, shall provide BBWA with Proof of insurance, prior to any "encroachment", "disturbance", or placement of facility."**

**10. The PERMITTEE' shall pay to BBWA,  
One thousand Five Hundred Forty Two and no/100 Dollars.**

---

**(Receipt of which is hereby acknowledged,) for this permit and easement, Which fee is generally based upon \$1500.00, plus recording fees (\$42.00)for encroachment on BBWA's Main canal, and \$500.00, plus Recording fees on BBWA'S Laterals.**

**BBWA'S general costs and expenses associated with this permit include a review of "Permittee's" plans, site inspection, development and operation of this permit system, record keeping, on site inspection prior to, during and after construction, and possible inconvenience and expense related to said "encroachment", "disturbance", or "facility", during future years of operation, maintenance, and cleaning BBWA'S canals and laterals. If BBWA has to clean, repair, or maintain any "encroachment", "disturbance",**

or facility, of PERMITTEE, BBWA shall do so, and send the "Permittee" a bill for such services.

11. "PERMITTEE" is liable for any consequential damages related to or caused by "Permittee's" "encroachment", "disturbance", or "facility". "Permittee" agrees to indemnify and hold harmless the BBWA from any damages arising out of "PERMITTEE'S" "Encroachment", "Disturbance" or "Facility". In accepting this PERMIT, The permittee, its/his successors or assigns, agree to protect BBWA and save it harmless from all claims, actions or damage of every kind and description which may accrue, to or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used or manner of installations, maintenance and operation or by the improper occupancy of said encroachment, and in case any suit and/or action is brought against BBWA and arising out of, or by reason of, any of the causes, the "PERMITTEE" its/ his successor assigns, will upon notice to it/him of the commencement of such action defend the same at its/his sole cost and expense and satisfy any judgment which may be rendered against BBWA in any such suit or action.
12. In the event BBWA shall at any time in the future change the location or elevation of its canal or lateral at the point above referred to, necessitating any change in the location of the pipeline, the cost of the change or location of such pipeline to meet the needs of the BBWA, shall be borne by the "Permittee".
13. In the event the BBWA in the enjoyment and operation of the irrigation system, damages the pipeline of the "Permittee", that the "Permittee" will not claim any damage from the BBWA except in such instances as the damage is caused by the willful or gross negligence of the BBWA, its representatives, contractors, agents or servants.
14. If BBWA owns less than the entire and undivided fee simple title in said lands, then this easement applies only to the interest they have.
15. This Permit shall also be binding on any other successor or assignee of the "Permittee". THIS PERMIT SHALL RUN WITH THE LAND. Any successor in interest of "Permittee" shall immediately be bound by the terms of this agreement by any use of its benefits of the encroachment permit.
16. If "Permittee" is a contractor, agent, or other representative for another principal, city or county government, or any other person or entity, this permit shall be binding on such principal, government, and such other person or entity. This permit shall also be binding on any other successor

or assignee of the "Permittee", and such entity waives all defenses of sovereign immunity, statutory, or constitutional rights of home rule.

17. In the event of a dispute over the terms and conditions of the Agreement, The BBWA shall be entitled to its reasonable attorney's fees and costs from the "Permittee", whether or not the same are incurred in connection with any lawsuit.
18. The Permittee warrants that it is authorized to enter into this agreement for and on behalf of all persons claiming an interest in this permit.
19. Each and every person using such permit shall by their use covenant and agree to be bound by the terms hereof to the same extent as the Permittee.
20. The Permit may not be assigned without written consent of BBWA.
21. Other terms, conditions and exceptions include: A compaction test will be taken on the bottom of the canal and on each side. All soil will be replaced to a minimum of 95% of maximum density as determined by ASTM-D698 test method and three (3) density tests will be required in the cut – One inch on the floor of the canal and one in each bank. Test results will be provided to the BBWA office.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_.

BILLINGS BENCH WATER ASSOCIATION

By \_\_\_\_\_  
It's President

STATE OF MONTANA            )  
  SS  
COUNTY OF YELLOWSTONE )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the President of Billings Bench Water Association, whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Montana



Date: 03/08/2010

TITLE: 2010 TIP Amendment III

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

**Information**

**PROBLEM/ISSUE STATEMENT**

Federal regulations require that Metropolitan Planning Organizations (MPOs) review and update their Transportation Improvement Programs (TIP) periodically. Due to changes in funding allocations and increases and decreases in various funding categories, the current 2007-11 TIP requires an amendment. The amendment includes changes to the Highway portion and the Transit portion. This amendment will be called the 2010 TIP Amendment III. A presentation on this TIP amendment was made to the City Council at its February 16, 2010, Work Session.

This TIP Amendment is being presented to Council for review of the current Highway and Transit projects and costs associated with them. Due to adjustments of project costs and funding, it was necessary to undertake this amendment at this time. The projects listed within the document have not changed. However, for the first time there is a rescission of funds affecting the Air Quality section of the TIP. The rescission will reduce the amount of Air Quality funds received by the Billings MPO by about \$630,000. This is expected to have an impact on some project funding. The other updates to this TIP are positive in that ARRA funding is allowing several projects in the community to be completed sooner than under the regular funding process. The updates to the document are shown for Transit in attachment "A" and for Highway in attachment "B". The City Council will review the TIP amendment and forward a recommendation on the amendment to the Policy Coordinating Committee (PCC). The Planning Board and Board of County Commissioners also have reviewed the TIP amendment and are forwarding recommendations to the PCC to amend the TIP at its next meeting on March 16.

**ALTERNATIVES ANALYZED**

The current TIP amendments include updates of federal funding for highway as well as transit projects. The Council may:

- Vote to recommend approval of the 2010 TIP Amendment III to the PCC in order to continue the implementation of federally funded transportation projects as presented; or
- Vote to recommend modifications to the proposed program amendments that the Council PCC representative may present to the PCC for further consideration.

**FINANCIAL IMPACT**

A range of federal funding sources is available to the Billings Urban Area for the purposes of funding transportation system improvements and transit programs. In most cases, the City does not have to provide its own funding to complete the federally funded projects. A list of the federal funding sources is shown in the TIP document.

**RECOMMENDATION**

Staff recommends that Council forward a recommendation of approval of the 2010 TIP Amendment III to PCC via its PCC representative.

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Link: [TIP Amend. III Attach.](#)



**ATTACHMENTS**

**A:** 2010 TIP Amendment III-Transit

**B:** 2010 TIP Amendment III-Highway

**ATTACHMENT A: TRANSIT**

Due to changes in the ARRA Grant that now enables Transit Agencies to use a portion of the funding for operating assistance, MET Transit has reduced the capital request for three Paratransit vans to one Paratransit van with the difference in the funding going towards operating assistance.

ARRA Grant	<u>Currently</u>	<u>TIP Amendment</u>	
Bus Wash/Admin Rehab	\$450,000	Bus Wash/Admin Rehab	\$450,000
2- Buses/Power Plant	\$830,000	2-Buses/Power Plant	\$830,000
CCTV's & Radios	\$205,000	CCTV's & Radios	\$205,000
Paratransit Operating Asst.	\$180,000	Paratransit Operating Asst	\$180,000
<b>3-Paratransit Vans</b>	<b>\$219,898</b>	<b>1-Paratransit Van</b>	<b>\$ 31,898</b>
		<b>Operating Assistance</b>	<b>\$188,000</b>
Total	\$1,884,898	Total	\$1,884,898

MDT informed MET Transit that there is additional funding available in the current (FY 2009/2010) New Freedoms and JARC grants. MDT will be awarding MET Transit an additional:

- New Freedom           \$20,000
- JARC                     \$86,754

FY 2010/2011 Grant Applications: As per the SAFETEA –LU regulations, a Coordination Committee was formed to assess and coordinate the transit needs in the Billings area. SAFETEA-LU regulations requires that funding under the 5310, New Freedoms or JARC Grants be derived from the locally developed Coordination Committee, prioritized and taken to the local TAC Committee to be incorporated into both the TIP and STIP by the MPO. The committee has met numerous times throughout the year and it has been determined that three local agencies will request capital assistance through 5310 funding to replace existing, aging vehicles and that MET Transit will request operating assistance through the New Freedoms, JARC and TransAde grants. There are a total of nine vehicle requests this year. The Committee evaluated the requests and agreed to prioritize them as follows:

1. COR Enterprises – one 13-passenger van with wheelchair lift equipped.
2. Residential Support Services – one mini van with conversion ramps.
3. AWARE, Inc. – one 12-passenger, accessible van.
4. Residential Support Services – one mini van with conversion ramps.
5. COR Enterprises – one 7-passenger mini van.
6. AWARE, Inc. – one 8-passenger mini van.
7. AWARE, Inc. – one 8-passenger mini van.
8. AWARE, Inc. – one 8-passenger mini van.
9. AWARE, Inc. – one 8-passenger mini van.

MET Transit will be applying for operating assistance from the following grants:

- New Freedoms - \$65,000
- JARC - \$150,000
- TransAde - \$100,000

Attachment B

(Table 3) -TRANSPORTATION REVENUE ESTIMATES (2007-2011 )-BILLINGS, MONTANA

YEAR	SURFACE TRANS PROGRAM (STP) (URBAN)	URBAN HIGHWAY PILOT IMP PROGRAM (UHPIP)	MONTANA AIR CONGESTION INITIATIVE (MACI)	DEMO/MT	SURFACE TRANSPORTATION ENHANCEMENT (STE) (CTEP)		TRANSIT SEC 5316 JARC	TRANSIT SEC 5317 NEW FREEDOM	UPP/IM/NH HSIP/STPRP/STP HS	TRANSIT SEC 5309	TRANSIT SEC 5307		TRANSIT SEC 5310	GAS TAX CITY	GAS TAX COUNTY	TRANSADE	ARRA HIGHWAY
2007					CITY	\$ 1,169,689				*						**	
	\$ 11,738,697	\$ 1,365,583	\$ 10,435,518	\$ 33,581,877	COUNTY	\$ 589,842			\$ 1,912,012	\$ 5,424,445	OPER.	\$ 1,170,544	\$ 91,525	\$ 1,732,721	\$ 274,510	\$ 355,325	
2008					CITY	\$ 470,497										**	
	\$ 2,869,282		\$ 1,070,893	\$ 13,931,665	COUNTY	\$ 174,118	\$ 90,000	\$ 10,401	\$ 8,376,434		OPER.	\$ 1,230,011	\$ 94,272	\$ 1,732,721	\$ 274,510	\$ 462,963	
2009					CITY	\$ 424,216										**	
	\$ 2,587,036		\$ 1,145,166	\$ 13,139,922	COUNTY	\$ 156,991			\$ 456,327		OPER.	\$ 1,336,479	\$ 189,558	\$ 1,732,721	\$ 274,510	\$ 462,963	\$ 16,877,182
2010		RESCISSION	\$ (638,040)		CITY	\$ 424,216										**	
	\$ 2,587,036		\$ 835,170		COUNTY	\$ 156,991			\$ 2,069,481		OPER.	\$ 1,555,722	\$ 195,542	\$ 1,732,721	\$ 274,510	\$ 462,963	\$ 1,000,000
2011					CITY	\$ 424,216										**	
	\$ 2,587,036		\$ 835,170		COUNTY	\$ 156,991			\$ 10,576,536		OPER.	\$ 1,633,508	\$ 196,476	\$ 1,732,721	\$ 274,510	\$ 462,963	
TOTAL	\$ 22,369,087	\$ 1,365,583	\$ 13,683,877	\$ 60,653,464	CITY	\$ 2,912,834	\$ 90,000	\$ 10,401	\$ 23,390,790	\$ 5,424,445	OPER.	\$ 6,926,264	\$ 767,373	\$ 8,663,605	\$ 1,372,550	\$ 2,207,177	\$ 17,877,182
					COUNTY	\$ 1,234,933											

FUNDING PROJECTIONS ARE BASED ON BEST AVAILABLE INFORMATION AND ARE SUBJECT TO CHANGE GIVEN CURRENT FUNDING UNCERTAINTIES AND UNKNOWN IMPACTS OF FUTURE CONGRESSIONAL OR OTHER FEDERAL ACTIONS.

\*\* Includes Local Match

Date: 03/08/2010

TITLE: W.O. 04-12 Alkali Creek Road Improvements--Easement with Morningside Homeowner's Association

PRESENTED BY: Debi Meling, Public Works

Department: Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

W.O. 04-12 will relocate Alkali Creek to the north, reconstruct the north slopes, construct wider shoulders along the Alkali Creek Roadway, and resurface Alkali Creek Road between the BBWA siphon crossing and near Aronson Avenue. To complete these tasks, it is necessary to purchase easements from the Morningside Homeowners Association (MHOA) within their common area along Alkali Creek Road. MHOA has agreed to the Easement Agreement as attached. The City Council delayed action on February 22 because the documents had not been signed yet by the MHOA.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the easement with Morningside Homeowner’s Association; or,
- Not approve the easement with Morningside Homeowner’s Association.

**FINANCIAL IMPACT**

An appraisal of the needed "Real Property" was performed and established the fair and marketable value of the land as \$121,410.00. By City Ordinance, we are allowed to offer up to 5% above this value. Therefore, the City will pay MHOA \$127,480.50 for the required easements. Also, the Easement Agreement guarantees that the costs incurred by MHOA for their improvements (curb & gutter, sidewalk/path, pavement widening, etc.) will not exceed \$75,000, excluding any bond costs or administrative fees associated with financing the improvements. The estimate for that work is under \$75,000 so there is no real financial impact associated with that condition.

**RECOMMENDATION**

Staff recommends that Council approve and authorize the Mayor to execute the Easement Agreement with Morningside Homeowner's Association.

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Link: [MHOA Easement](#)

**ALKALI CREEK DIVERSION AND  
ALKALI CREEK ROAD RECONSTRUCTION EASEMENT  
FROM MORNINGSIDE HOMEOWNERS ASSOCIATION  
TO THE CITY OF BILLINGS**

The Morningside Homeowners Association, (the "Grantors"), through its directors authorized by the Bylaws of the Association to grant easements, permits and licenses on behalf of all owners for any purpose necessary for the proper execution and operation of the Alkali Creek Diversion and Alkali Creek Road Reconstruction Project, for and in consideration of \$10.00 and other valuable consideration, the receipt of which is acknowledged, and the further consideration of the performance of the covenants and agreements by the Grantee, as set out and expressed below, do grant, remise, and relinquish to The City of Billings, Montana of P.O. Box 1178, Billings, Montana 59103, its successors and assigns (the "Grantee"), the right, privilege, and easement to use and occupy, during the diversion of the channel of Alkali Creek away from Alkali Creek Road and the reconstruction of Alkali Creek Road so that the maintenance of the roadway and the roadway itself will not continue to be compromised, undermined or destroyed by further erosion caused by the flows in the channel of Alkali Creek against the roadbed of Alkali Creek Road as it has been so compromised, undermined and destroyed in the past by erosion from creek waters from Alkali Creek, for the accommodation of construction equipment, materials, and excavated earth, and to construct, reconstruct, and maintain the road and the stream channel, adjacent slopes, and immediate surrounding areas over and across the following described real property:

Parcel 1 – East of Morningside Lane

A tract of land for a perpetual ingress and egress easement to divert the course of and to maintain Alkali Creek and its associated drainage facilities discharging from Alkali Creek Road, all situated in a portion of Tract 2, Certificate of Survey No. 2055, located in the E1/2 of Section 29, Township 1 North, Range 26 East, P.M.M., City of Billings, Yellowstone County, Montana as filed in the Official Records of Yellowstone County under Document No. 1191103, said parcel being more particularly described as follows:

BEGINNING at a point on the east line of said Tract 2 from which the southeast corner of said Tract 2 bears South 0°15'40" East, 31.46 feet; thence along the north line of a Quit Claim Deed, filed May 30, 2007 in the Official Records of Yellowstone County under Document No. 3424439 the following two (2) courses: South 72°13'47" West, 224.74 feet; thence South 84°22'47" West, 218.34 feet; thence departing said north line, North 43°42'13" East, 145.77 feet; thence North 70°14'06" East, 60.21 feet; thence North 83°24'15" East, 65.38 feet; thence North 48°12'26" East, 92.87 feet; thence North 80°08'18" East, 72.55 feet; thence North 88°36'59" East, 32.99 feet; thence South 72°55'38" East, 36.39 feet; thence South 00°15'40" East, 107.71 feet to the POINT OF BEGINNING. Containing 1.05 acres, more or less. Together with a map exhibit referenced hereto and made a part hereof.

## Parcel 2 – West of Morningside Lane

A tract of land for a perpetual ingress and egress easement to divert the course of and to maintain Alkali Creek and its associated drainage facilities discharging from Alkali Creek Road, all situated in a portion of Tract 2, Certificate of Survey No. 2055, located in the E1/2 of Section 29, Township 1 North, Range 26 East, P.M.M., City of Billings, Yellowstone County, Montana as filed in the Official Records of Yellowstone County under Document No. 1191103, said parcel being more particularly described as follows:

COMMENCING at the southeast corner of said Tract 2; thence North 0°15'40" West, 31.46 feet along the east line of Section 29 to a point on the north line of a Quit Claim Deed, filed May 30, 2007 in the Official Records of Yellowstone County under Document No. 3424439 the following three (3) courses: South 72°13'47" West, 224.74 feet; thence South 84°22'47" West, 254.63 feet; thence South 67°19'47" West, 177.04 feet to the POINT OF BEGINNING; thence continuing along said north line of said Quit Claim the following four (4) courses, South 67°49'47" West, 211.42 feet; thence North 87°00'13" West, 558.04 feet; thence North 77°37'13" West, 46.83 feet; thence North 71°22'18" West, 78.67 feet to a point from which the southwest corner of said Tract 2 bears, North 71°22'18" West, 15.28 feet ; thence departing afore reference north line of the quit claim, North 46°49'04" East, 229.42 feet; thence South 62°02'10" East, 108.94 feet; thence South 75°05'24" East, 193.29 feet; thence South 68°14'01" East, 81.29 feet; thence North 84°02'21" East, 88.41 feet; thence North 78°34'18" East, 161.66 feet; thence South 62°53'08" East, 39.55 feet; thence continue southeasterly along said line, 74.11 feet to the POINT OF BEGINNING. Containing 2.15 acres, more or less. Together with a map exhibit referenced hereto and made a part hereof.

## Parcel 3 – Construction Access

A tract of land for a temporary construction easement situated in a portion of Tract 2, Certificate of Survey No. 2055, located in the E1/2 of Section 29, Township 1 North, Range 26 East, P.M.M., City of Billings, Yellowstone County, Montana as filed in the Official Records of Yellowstone County under Document No. 1191103, said parcel being more particularly described as follows:

COMMENCING at the southeast corner of said Tract 2; thence North 0°15'40" West, 31.46 feet along the east line of Section 29 to a point on the north line of a Quit Claim Deed, filed May 30, 2007 in the Official Records of Yellowstone County under Document No. 3424439 the following three (3) courses: South 72°13'47" West, 224.74 feet; thence South 84°22'47" West, 254.63 feet; thence South 67°19'47" West, 147.30 feet to the POINT OF BEGINNING; thence continuing along said north line, South 67°49'47" West, 26.99 feet; thence departing said north line, North 06°11'42" East, 21.72 feet; thence North 26°46'12" East, 28.11 feet; thence North 24°50'27" East, 28.65 feet; thence North 11°31'19" East, 34.08 feet; thence North 13°33'47" West, 22.97 feet; thence North 18°49'26" West, 10.06 feet; thence North 51°43'50" West, 30.71 feet to a point of curve, thence westerly along a curve to the left, concave south, having a radius of 20.00 feet, through a central angle of 109°50'40", an arc distance of 38.34 feet; thence South 18°25'30" West, 121.04 feet to a point on the northerly line of afore described Parcel 2; thence along the northerly line of said Parcel 2, North 62°53'08" West, 39.55 feet; thence departing said northerly line of Parcel 2, North 78°34'18" East, 22.02 feet; thence North 18°25'30" East,

152.83 feet; thence South 80°31'40" East, 19.31 feet; thence South 56°29'26" East, 41.33 feet; thence South 51°37'55" East, 27.03 feet; thence South 29°48'40" East, 28.24 feet; thence South 07°13'40" East, 25.79 feet; thence South 07°41'53" West, 24.87 feet; thence South 23°53'50" West, 73.70 feet; thence South 00°21'01" East, 5.07 feet to the POINT OF BEGINNING. Containing 0.20 acres, more or less. Together with a map exhibit referenced hereto and made a part hereof.

As a further consideration of this grant, the Grantee agrees as follows:

**SECTION ONE.  
RESTORING THE CONDITION OF THE PROPERTY**

Immediately following the construction referred to above, the Grantee will cause to be removed from the above-described property, all debris, surplus material, and construction equipment and leave such property in a neat and presentable condition. Surplus excavated earth will be employed in the construction and/or landscaping pursuant to the City's work plan for the project or hauled away.

**SECTION TWO.  
RESTORATION OF IMPROVEMENTS**

If fences, driveways, or permanent buildings of the grantors are removed or damaged by the grantee's agents during the construction referred to above, the grantee will cause such improvements on the above-described property to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.

**SECTION THREE.  
ASSURANCES OF MAXIMUM ASSESSMENTS  
FOR CONTRIBUTION OF IMPROVEMENTS BY GRANTOR**

Grantor's predecessors in interest and Grantee are parties to an Annexation Agreement dated December 22, 1997 wherein Grantor's predecessors in interest, through its individual members, agreed for itself and its successors in interest, at the time of redevelopment of Alkali Creek Road, Grantor would directly participate in the curb, gutter, pavement widening and sidewalk costs for the frontage of Certificate of Survey 2055. To secure their performance of this obligation Grantor, through its members and predecessors in interest executed a Waiver of Rights to Protest the creation of a special improvement district to finance the improvements set forth in the Annexation Agreement.

This is the time of redevelopment of Alkali Creek Road, which is to occur concurrently with the diversion and realignment of the channel of Alkali Creek referred to above. The Grantee does hereby covenant and agree that the combined liability of the Morningside Homeowners Association and its members and property owners for the special improvements that they are obligated to pay for pursuant to the aforesaid Annexation Agreement with the City, will not exceed the sum of **SEVENTY-FIVE THOUSAND AND NO/100s (\$75,000.00)**, exclusive of bond costs and administrative fees associated with financing the improvements through the City.

**SECTION FOUR.  
PAYMENT FOR THE EASEMENT**

Grantee further covenants and agrees to pay to the Trust Fund of Felt, Martin, Frazier & Weldon, P.C., in trust for the Morningside Homeowners' Association and its members, the sum of **ONE HUNDRED TWENTY SEVEN THOUSAND FOUR HUNDRED EIGHTY AND 50/100s (\$127,480.50)** as full and final payment for the previously described temporary construction access and perpetual operation and maintenance easements on the premises as described above. The distribution of that sum among the members of the Homeowners' Association shall be determined by them.

**SECTION FIVE.  
LANDSCAPING MAINTENANCE AND GUARANTEE OF PLANTS**

The intent of the landscaping design being used by Grantee for this area, in keeping with Grantor's original intentions as further expressed in the Annexation Agreement, is to return the area as nearly as possible to a native state after the construction project is completed. The parties agree that native areas do not require routine maintenance. On-going maintenance after re-establishment of the vegetation is not anticipated to be needed. To the extent that such efforts are needed as the vegetation is being re-established, Grantee shall perform any required landscaping maintenance work on the easement and the Morningside Homeowners Association shall cooperate in making water available to the easement in the event that such an occasion arises. Grantee guarantees the landscaping plants used for the easement for a period of three years from the date of this agreement; to-wit: Grantee will replace any plant that dies within three years from the completion of the work.

**SECTION SIX.  
TERMINATION OF EASEMENTS**

The construction access easement is temporary and shall terminate on the completion of the work on Grantee's Alkali Creek Diversion and Alkali Creek Road Reconstruction Project. This easement to the City to construct, reconstruct, and maintain the road and the stream channel, adjacent slopes, and immediate surrounding areas over and across the above-described real property will terminate at such time and under such conditions as the U.S. Army Corps of Engineers approves said termination. Grantee shall make its best efforts to obtain' Corps approval.

**SECTION SEVEN.  
BINDING EFFECT**

This instrument, and the covenants and agreements contained in this instrument shall inure to the benefit of and be binding and obligatory on the heirs, executors, administrators, successors, and assigns of the respective parties.

Each party to this instrument has caused it to be executed at Billings, Montana on the date indicated below.

Done and dated this \_\_\_\_ day of February, 2010.

GRANTOR:

**MORNINGSIDE HOMEOWNERS ASSOCIATION**

\_\_\_\_\_(Signature)

\_\_\_\_\_(Printed name)

Director

**MORNINGSIDE HOMEOWNERS ASSOCIATION**

\_\_\_\_\_(Signature)

\_\_\_\_\_(Printed name)

Director

**MORNINGSIDE HOMEOWNERS ASSOCIATION**

\_\_\_\_\_(Signature)

\_\_\_\_\_(Printed name)

Director



Date: 03/08/2010

TITLE: Distracted Driving Committee Appointment--Cellular Telephone Industry Representative

PRESENTED BY: Tina Volek

Department: City Hall Administration

---

**Information**

**PROBLEM/ISSUE STATEMENT**

The City Council created an Ad-Hoc Advisory Committee on Distracted Driving Prevention on Nov. 9, 2009. The Committee is intended to plan a coordinated campaign to raise awareness of the dangers of distracted driving, to discuss the best ways to reach distracted drivers and to create a City ordinance that would compliment the campaign, including a discussion of the types of penalties that the ordinance should include and recommendations on enforcement methods.

The Ad-Hoc Committee is set up to have 11 members, including a representative of the cellular telephone industry. Adam Kimmet, the founder of Cellular Plus, has agreed to serve as that representative. His business includes 35 retail stores in Montana, Wyoming and Oregon.

**ALTERNATIVES ANALYZED**

The Council may:

- Consent to the Mayor's appointment of Adam Kimmet as the cellular telephone industry representative to the Ad-Hoc Subcommittee on Distracted Driving; or
- Decline to consent to the appointment.

**FINANCIAL IMPACT**

There is no financial impact from the appointment.

**RECOMMENDATION**

Staff recommends that the Council approve the Mayor's recommendation to appoint Adam Kimmet of Cellular Plus as the cellular industry representative on the Ad-Hoc Committee on Distracted Driving.

**APPROVED BY CITY ADMINISTRATOR**

---

Date: 03/08/2010

TITLE: St. Patricks Day Parade

PRESENTED BY: David Mumford

Department: Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

The Big Sky Senior Services and Save Our Parade requests street closures for the annual St. Patrick's Day Parade and street fair on Saturday, March 13, 2010. The parade will assemble at 9:00 am, begin at 11:00 am and disband by 12:00 pm using the established downtown parade route. The street fair will be held on North Broadway between 1st Ave North and 3rd Ave North from 7:00 am until 2:00 pm.

Recommended conditions of approval include, Big Sky Senior Services and Save Our Parade:

1. Obtaining the proper permit if alcohol will be consumed in the public right of way
2. Contact all businesses and make them aware of the event
3. Clean the area to be used and provide and empty waste cans
4. Notify all emergency facilities, bus lines and media at least two weeks in advance of the event
5. Provide and install adequate traffic barricades and signs directing motorists around closure
6. Provide a certificate of insurance with required liability amounts naming City of Billings as additional insured

**ALTERNATIVES ANALYZED**

The Council may:

- Approve request to close street for the event; or
- Deny the street closure

**FINANCIAL IMPACT**

Big Sky Senior Services and Save Our Parade requests the standard police support for the parade with a lead car and follow car and street cleaning if needed due to animals. Police, traffic control and litter removal are to be paid for by Big Sky Senior Services and Save Our Parade.

**RECOMMENDATION**

Staff recommends that Council approve closure of the established downtown parade route for the St. Patrick's Day Parade and Celtic Street Fair.

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Link: [St. Patricks Parade Attach.](#)

ST. Patrick  
PARADE



City of Billings  
RIGHT-OF-WAY ACTIVITY  
PERMIT

RECEIVED  
JAN 1 2010  
BY: *MM*

Please check the type of activity you are applying for:

Parade  Run/Walk/Procession  Street/Alley Closure  Block Party

Submit this application with attachments to either the: Public Works office, 2224 Montana Ave.,

Billings, MT 59101 or Downtown Billings office, 2815 2nd Ave North, Billings, MT 59101. Application packet should be turned in at least 60 days prior to the date of the proposed event for approval.

PERSON MAKING APPLICATION Nell Eby  
ORGANIZATION MAKING APPLICATION Big Sky Senior Services  
PHONE 406-259-3111  
ADDRESS 3 1/2 N. 35th Street, Bldg., MT 59101  
CITY STATE ZIP  
EMAIL ADDRESS nleby@bigskyseniorservices.org

APPROXIMATE TIME EVENT WILL:

Assemble 7:00 a.m. Start 9:00 a.m. Disband 2:00 p.m.

DATE OF EVENT Saturday, March 13, 2010

PURPOSE/DESCRIPTION OF EVENT: (Description and detail of the event.)

Big Sky Senior Services & Save Our Parade Committee works in coordination on the St. Patrick's Day Parade & Celtic St. Fair. The event provides go directly to BSSS in providing elderly related services. The event is scheduled for 3/13/10 from 9-2. Vendor will begin setup @ 7:30 a.m. between 1st & 3rd on N. Broadway. The parade begins @ 11:00 a.m. City stage under

EVENT ROUTE DESIRED (IF APPLICABLE): (Please attach map.) sky point.

Attached

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

N/A

CLEAN UP IMPLEMENTATION: (Company contracted or services you will provide)

Contract w/ B.I.D. for cleanup.

**CERTIFICATION OF INSURANCE WHICH MUST SHOW:** (1) The limits of liability coverage for the period of this agreement as a minimum of \$750,000 per claim/\$1.5 million per occurrence general liability, and (2) the City of Billings named on the Certificate of insurance as the additional insured. (Refer to the sample insurance copy. Please note a certificate of insurance is not required for Block Parties)

*Hoiness LeBar approved, when BSS cuts ck end of Jan. Cf will be given to Hoiness*  
NOTICE: ANY MARKINGS (NO PAINT ALLOWED) TO BE PLACED ON PUBLIC RIGHT-OF-WAY MUST BE APPROVED BY THE CITY TRAFFIC ENGINEERING DEPARTMENT PRIOR TO PLACEMENT. BE ENVIRONMENTALLY SAFE. AND NOT CONFLICT WITH EXISTING MARKINGS.

FOR DOWNTOWN EVENTS: YOU OR THE ORGANIZATION YOU REPRESENT MUST "ASSIGN" THE FIRST TWO BLOCKS OF THE DOWNTOWN EVENT ROUTE FOR NO PARKING TWO HOURS PRIOR TO YOUR EVENT USING THE ROUTE SIGNS PROVIDED BY THE CITY. IT IS YOUR RESPONSIBILITY TO PROVIDE THE APPROPRIATE BARRICADES FOR THE STREET CLOSURE.

IF USING THE ESTABLISHED EVENT ROUTE. THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE EVENT. AND A STREET SWEEPER. IF NECESSARY. TO FOLLOW THE EVENT.

COORDINATOR OF EVENTS AT WHICH ALCOHOL WILL BE CONSUMED IN PUBLIC RIGHT-OF-WAY ARE REQUIRED TO OBTAIN AN OPEN-CONTAINER PERMIT FROM THE POLICE DEPARTMENT.

UPON SIGNING OF THIS APPLICATION, THE APPLICANT AGREES NOT TO VIOLATE ANY STATE OR CITY CODES IN THE PRESENTATION OF THE REQUESTED SPECIAL ACTIVITY.

In consideration for permission to conduct its activity as requested, applicant agrees to indemnify, defend and hold harmless the City of Billings, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person and from all liability claims, actions or judgments which may arise from the activity.

Applicants also agree to obtain valid "save or hold harmless agreements" from all participants in its activity protecting the City of Billings from all losses arising out of its activity, including damages of any kind or nature.

APPLICANT SIGNATURE. *Dell Eby* DATE *1/19/10*  
APPLICATION APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
APPLICATION DENIED \_\_\_\_\_ DATE \_\_\_\_\_

ADDITIONAL RESTRICTIONS OR SPECIAL CONDITIONS: YES || NO ||  
(IF YES, ATTACH COPY)

FOR CITY USE ONLY

FEE: \_\_\_\_\_  
APPLICANT NOTIFIED BY \_\_\_\_\_  
DATE: \_\_\_\_\_

- COPIES TO:  
CITY ADMINISTRATOR  
DEPUTY CITY ADMINISTRATOR  
POLICE CHIEF  
FIRE CHIEF  
FIRE MARSHALL  
MET TRANSIT MANAGER  
STREET/TRAFFIC SUPERINTENDANT  
TRAFFIC ENGINEER  
PRPL DIRECTOR  
PARKING SUPERVISOR  
CITY ATTORNEY

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>02/04/10</b>
<b>PRODUCER</b> Hoiness LaBar Insurance A Member of Payne Financial Group P.O. Box 30638 Billings, MT 59107-0638	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> City Of Billings %Human Resources Dept P.O. Box 1178 Billings, MT 59104	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Penn-American Insurance Co.</b> INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAC6784156	04/01/09	04/01/10	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Holder is listed as Additional Insured on policy for St. Patrick's Day Parade and Celtic Street Fair on March 13, 2010 in downtown Billings, MT.

<b>CERTIFICATE HOLDER</b>  Big Sky Senior Services, Inc./Save our Parade Committee 3 1/2 N. 35th St. Billings, MT 59101	<b>CANCELLATION 10 Days for Non-Payment</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

*Vendor's Booth #1*

- Street Closure
- Barricades

**EVENT MAP**  
June 13, 2009

**Booth # 1**  
Vendor Check-in  
HERE

3rd Ave. N.

City Parking  
Garage - FREE  
on Weekends

2nd Ave. N.

N. Broadway (28th)

N. Broadway (28th)

1st Ave. N.

**Booth # 2**  
Vendor  
Check-In

Children's  
Area - MSU-B  
Downtown

A9	A10
A11	A12
A13	A14
A15	A16
A17	A18
A19	A20
A21	A22
A23	A24
A25	A26
A27	A28
A29	A30
A31	A32

A69	A70
A67	A68
A73	A74
A75	A76

A33	A34
A35	A36
A37	A38
A39	A40
A41	A42
A43	A44
A45	A46
A47	A48
A49	A50
A51	A52
A53	A54
A55	A56
A57	A58
A59	A60

**Arts & Crafts  
Spaces**  
A9 - A108

**Food  
Vendor Spaces**  
V1 - V22

**Other &  
Non-Profit  
Org. Spaces**  
N1 - N28

North 29th  
Private  
Parking  
Garage

A107	A108
A105	A106
A103	A104
A101	A102
A99	A100
A97	A98
A95	A96
A93	A94
A91	A92
A89	A90
A87	A88
A85	A86
A83	A84
A81	A82
A79	A80
A77	A78

City Parking  
Garage  
FREE ON WEEKENDS!

**Booth #3**  
Vendor  
Check-in

Pepsi  
BIB  
Strawberry  
Pancake

Pancake Breakfast 7am-11am  
Strawberry Shortcake Noon-2pm

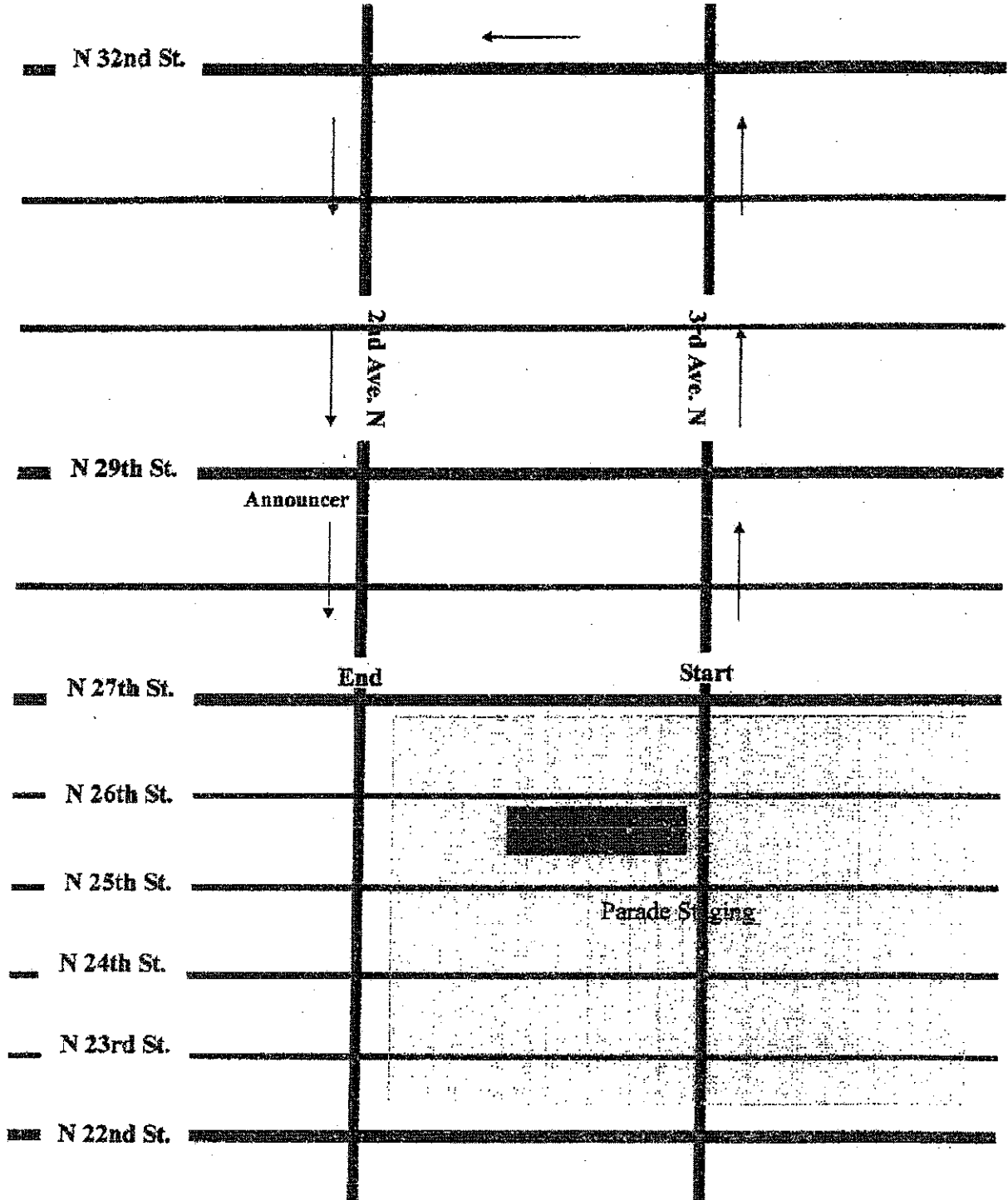
NNB-Hot 101.9 Radio live broadcasting  
Granite Realty Stage- Live entertainment  
from 10am-4:30pm

Park stage comes in at 8:30am and leaves by 5pm

North 29th  
Private  
Parking  
Lot (Fees)

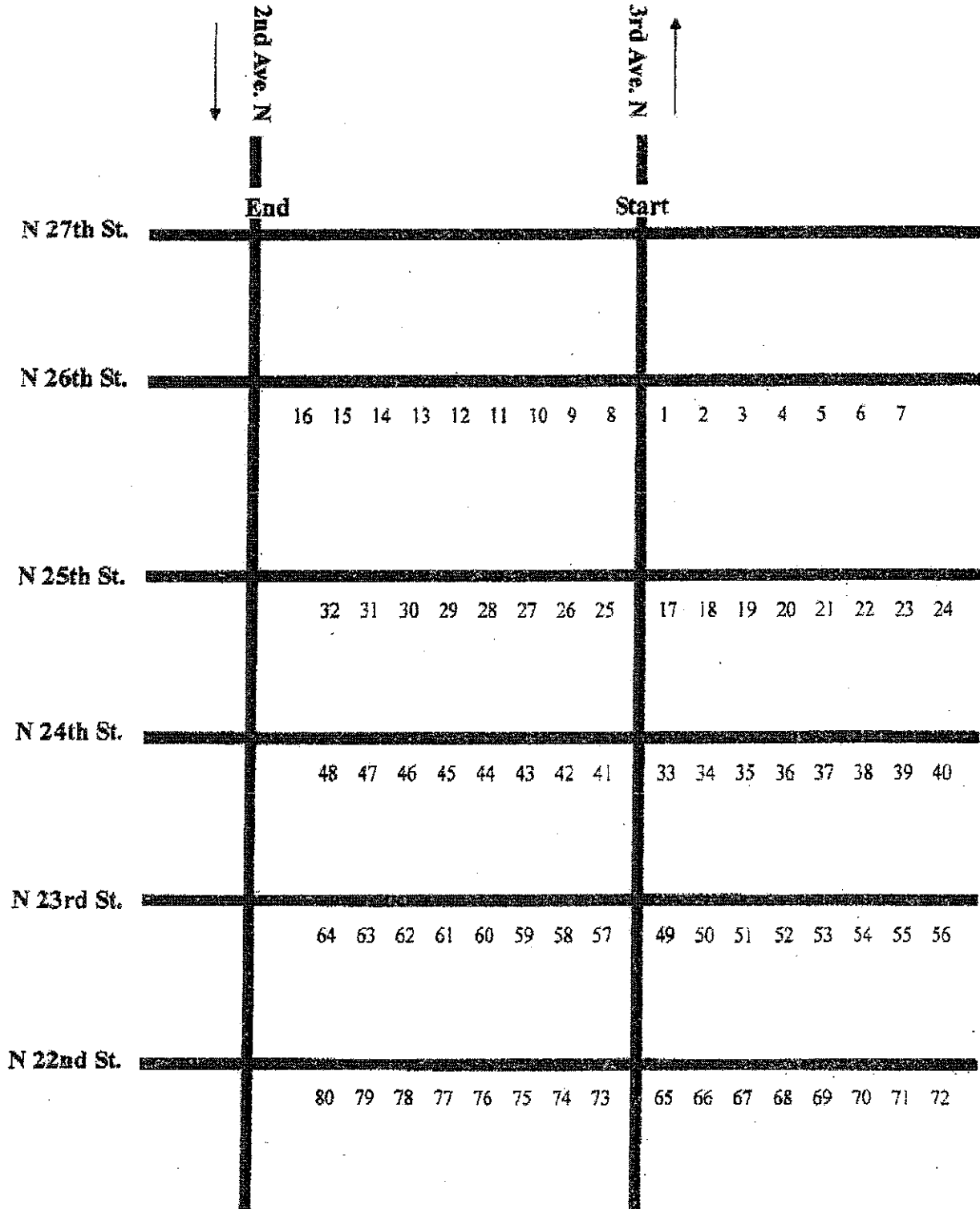


# Parade Route



\*\* TOTAL PAGE.05 \*\*

# Parade Staging



Downtown  
things  
starts here.

### BID Event Kit of Parts Usage Packet

Below you will see a step by step process that must be implemented in order to close streets and hold an event. You may stage and implement your own event downtown and make use of the BID's "Kit of Parts." You must obtain your own street closure permission and provide your own liability insurance.

**STEP 1:** Make sure you have a PLAN AND that your block neighbors are "on board" with the idea...or, at least, do no object to your plan.

-Date(s) of Event: Saturday, 3/13/10

-Does this event require any Street Closure?  Yes  No  
-Do you have Liability Insurance that will cover this event?  Yes  No

(You will be required to provide a "Binder" to the City of Billings showing coverage)

-Will you be serving alcoholic beverages?  Yes  No

(A permit may be required from the Billings Police Department)

What Blocks will be closed: (Example: The 200 Block of N. Broadway)

List all: 3rd Ave. N. 24th St. N. & 32nd St. N.  
The 100 & 300 block of N. Broadway - Celtic Street Fair  
2nd Ave. N. from 24th - 26th  
N. 32nd St. between 3rd Ave. N. & 2nd Ave. N.  
2nd Ave. N. between N. 32nd & N. 26th

Briefly Describe Your Event Activity/Participants:  
Big Sky Senior Services & Save Our Parade Committee work in coordination on the St. Patrick's Day Parade & Celtic St. Fair which will be held 3/13/10. The St. Fair is sched. for setup @ 4:30 am 3/13 & Tear down @ 2pm. St. Fair between 1st & 3rd on N. Broadway & parade on regular parade route.

-Specify the exact date and TIME the blocks noted above will be CLOSED: 3/13/10: 7:30 a.m - 2pm

-Specify the exact date and TIME the blocks noted above will be REOPENED: 3/13/10: 3pm

-Indicate your traffic re-route plan: **BE SPECIFIC... SEE EXAMPLE**  
(Example: if closing the 200 Block of N. Broadway... Northbound traffic on N. 28th would be diverted west at 1st Ave. North then resume northbound at N. 29th & southbound traffic on N. 28th would be diverted east at 2nd Ave. North then resume southbound at N. 27th)

N. Broadway - traffic on 1st & 3rd Ave. N. will not be effected except they will not be allowed to turn N. from 1st or south from 3rd to N. 28th

-List All of the Businesses impacted by the closure and have them "sign off" on the event:

BUSINESS NAME:	ADDRESS:	SIGNATURE:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____

*See attached*

Use an additional sheet if needed

### St. Patrick's Day Parade and Celtic Street Fair

I/We understand that there will be a street closure on Saturday, March 13, 2010 for the St. Patrick's Day Parade and Street Fair. All proceeds from the parade and street fair will benefit Big Sky Senior Services.

BUSINESS	ADDRESS	SIGNATURE
Prairie Blossom	225 N. Broadway	<i>[Signature]</i>
Native Amer. Dev. Corp.	221 N. Broadway	<i>[Signature]</i>
Gizmo's Rentals	219 N. Broadway	<i>[Signature]</i>
Belleza Salon	217 N. Broadway	<i>[Signature]</i>
Edward Jones	213 N. Broadway	<i>[Signature]</i>
Valley Fed. Credit Union	207 N. Broadway	<i>[Signature]</i>
Native American Nations	207 N. Broadway	<i>[Signature]</i>
Richardson Capital	201 N. Broadway	<i>[Signature]</i>
Homesite Designers	117 N. Broadway	<i>[Signature]</i>
MT Brewing Co.	113 N. Broadway	<i>[Signature]</i>
Advertising Design	105 N. Broadway	<i>[Signature]</i>
Crystal Lounge	101 N. 28 <sup>th</sup>	<i>[Signature]</i>
Macasa/Rocke Gear	100 N. Broadway	<i>[Signature]</i>
Soup Place	106 N. 28 <sup>th</sup>	<i>[Signature]</i>
In Step Shoes	108 N. Broadway	<i>[Signature]</i>
Jackets & Co.	112 N. Broadway	<i>[Signature]</i>
Rock Creek Roasters	124 N. Broadway	<i>[Signature]</i>
D.A. Davidson	208 N. Broadway	<i>[Signature]</i>
MSU-Billings Downtown	214 N. Broadway	<i>[Signature]</i>
Downtown C.C.		
Paula's Edibles	2712 2 <sup>nd</sup> Ave. N.	<i>[Signature]</i>
Gallery Interiors	2702 2 <sup>nd</sup> Ave. N.	<i>[Signature]</i>
Gene Ruckmon	2704 2 <sup>nd</sup> Ave. N.	<i>[Signature]</i>
Montague's	2810 2 <sup>nd</sup> Ave. N.	<i>[Signature]</i>
Cricket	2814 2 <sup>nd</sup> Ave. N.	<i>[Signature]</i>
Meridian	2818 2 <sup>nd</sup> Ave. N.	<i>[Signature]</i>
NBA	2820 2 <sup>nd</sup> Ave. N. 2815 2 <sup>nd</sup>	<i>[Signature]</i>
Goldsmith Gallery	2824 2 <sup>nd</sup> Ave. N.	<i>[Signature]</i>
NeeCees	2821 2 <sup>nd</sup> Ave. N.	<i>[Signature]</i>
Desmonds	2819 2 <sup>nd</sup> Ave. N.	<i>[Signature]</i>
Muddy Waters	2817 2 <sup>nd</sup> Ave. N.	<i>[Signature]</i>
D.S.R. Rm.	2817 2 <sup>nd</sup> Ave. N.	<i>[Signature]</i>

at lunch ?

open street as soon as over!

Bottega

2814 2nd Ave. N.

*[Signature]*

CS Resting Rm.  
 Lou Lambert  
 BIN 119  
 Forever Belle Salon

2817 2nd Ave N  
 123 N Broadway  
 119 N. BROADWAY  
 2708 2nd Ave N.

*[Signature]*  
 Anita Lambert  
 J. Menting  
 Maella Paumen

**Date: 03/08/2010**

**TITLE: Shamrock Run**

**PRESENTED BY:** David Mumford

**Department:** Public Works

---

**Information**

**PROBLEM/ISSUE STATEMENT**

The Yellowstone Rimrunners request temporary street closures on Sunday, March 14, 2010, from 12:30 pm to 1:45 pm, for their annual Shamrock Run. The route will begin at 3rd Street West and Avenue B, proceed north on 3rd Street West, west on Parkhill to Nordbye, turn around and proceed east on Parkhill, south on 3rd Street West, ending at Pioneer Park.

Recommended conditions of approval include that the Yellowstone Rimrunners:

1. Clean the area to be used and provide and empty waste cans
2. Notify all emergency facilities, bus lines and media at least two weeks in advance of the event
3. Provide and install adequate signs warning motorists of events
4. Provide a certificate of insurance naming City of Billings as additional insured
5. All course guards (flaggers) shall wear safety apparel and use approved STOP/SLOW paddles

**ALTERNATIVES ANALYZED**

The Council may:

- Approve street closures; or
- Deny street closures.

**FINANCIAL IMPACT**

There are no costs to the City of Billings for this event other than administrative time to process the permit. Police, traffic control and litter removal are to be paid for by the Yellowstone Rimrunners.

**RECOMMENDATION**

Staff recommends that Council approve the temporary closure of the streets named above.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Link: [Shamrock Run Attach. 2010](#)

---

**Yellowstone Rim Runners**

**P.O. Box 2424**

**Billings MT 59103**

January 19, 2010



Billings Parks, Recreation and Public Lands  
390 North 23<sup>rd</sup> Street  
Billings MT 59101

Dear Sir or Madam:

The Yellowstone Rim Runners are requesting a permit for the Shamrock Run which will be held on Sunday, March 14, 2010. The race will be a 5 kilometer (3.1 mile) race on 3<sup>rd</sup> Street West and Parkhill Drive.

The race route will be the same as last year. The start line for the race will be at 3<sup>rd</sup> Street West and Avenue B. Runners will head north on 3<sup>rd</sup> to Parkhill, then west on Parkhill to the turn around point near the intersection of Parkhill and Nordbye. Runners will then head back east on Parkhill and south on 3<sup>rd</sup>. Runners will enter Pioneer Park on the service road at the south edge of the park and finish inside the park.

Registration will be held at the Zimmerman Center in Pioneer Park from 11:30 to 12:30. Runners will begin to assemble at the start at about 12:30. The race will begin at 1:00 P.M. All runners will be off the street by 1:45 P.M.

Barricades will be placed at 3<sup>rd</sup> Street West and Grand Avenue, 3<sup>rd</sup> Street West and Parkhill, Virginia and Parkhill, and 13<sup>th</sup> Street West and Parkhill. Barricades will also be placed at intersections one block off of the race course, such as on 2<sup>nd</sup> Street West, Avenue F, and so forth. The barricades are between two and three feet wide, so intersections will not be completely blocked. Course guards will be stationed at most of the intersections along the race route. Course guards will allow traffic through intersections when there is a sufficient gap between runners to allow traffic to pass without endangering runners.

A 1 mile Kids' Race will be held on the sidewalks around Pioneer Park after the 5K is completed. Awards will be given at the Zimmerman Center after the race.

Please call me at 591-9598 if you have any questions. Thank you for your assistance.

Sincerely,



Dave Coppock  
President

→ or Bill Harrington at 855-1069



City of Billings  
RIGHT-OF-WAY ACTIVITY  
PERMIT

Please check the type of activity you are applying for:

Parade  Run/Walk/Procession  Street/Alley Closure  Block Party

Submit this application with attachments to either the: Public Works office, 2224 Montana Ave., Billings, MT 59101 or Downtown Billings office, 2815 2nd Ave North, Billings, MT 59101. Application packet should be turned in at least 60 days prior to the date of the proposed event for approval.

PERSON MAKING APPLICATION Bill Harrington

ORGANIZATION MAKING APPLICATION Yellowstone Rim Runners

PHONE 855-1069

ADDRESS 2721 Poly Billings MT 59102  
CITY STATE ZIP

EMAIL ADDRESS bharrington@bresnan.net

APPROXIMATE TIME EVENT WILL:

Assemble 11:30 AM Start 1:00 PM Disband 1:45 PM

DATE OF EVENT Sunday March 14th

PURPOSE/DESCRIPTION OF EVENT: (Description and detail of the event.)

Yellowstone Rim Runners "SHAMROCK RUN"  
ATTACHMENT

EVENT ROUTE DESIRED (IF APPLICABLE): (Please attach map.)

ATTACHMENT

BLOCK PARTY STREET LOCATION (IF APPLICABLE):

CLEAN UP IMPLEMENTAION: (Company contracted or services you will provide)

Insurance Certification being E-mailed.

**CERTIFICATION OF INSURANCE WHICH MUST SHOW:** (1) The limits of liability coverage for the period of this agreement as a minimum of \$750,000 per claim/ \$1.5 million per occurrence general liability, and (2) the City of Billings named on the Certificate of Insurance as the additional insured. (Refer to the sample insurance copy. Please note a certificate of insurance *is not required* for Block Parties)

**NOTICE:** ANY MARKINGS (NO PAINT ALLOWED) TO BE PLACED ON PUBLIC RIGHT-OF-WAY MUST BE APPROVED BY THE CITY TRAFFIC/ENGINEERING DEPARTMENT PRIOR TO PLACEMENT, BE ENVIRONMENTALLY SAFE, AND NOT CONFLICT WITH EXISTING MARKINGS.

**FOR DOWNTOWN EVENTS:** YOU OR THE ORGANIZATION YOU REPRESENT MUST "ASSIGN" THE FIRST TWO BLOCKS OF THE DOWNTOWN EVENT ROUTE FOR NO PARKING TWO HOURS PRIOR TO YOUR EVENT USING THE ROUTE SIGNS PROVIDED BY THE CITY. IT IS YOUR RESPONSIBILITY TO PROVIDE THE APPROPRIATE BARRICADES FOR THE STREET CLOSURE.

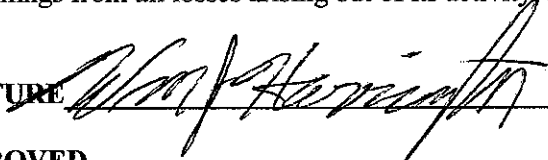
IF USING THE ESTABLISHED EVENT ROUTE, THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE EVENT, AND A STREET SWEEPER, IF NECESSARY, TO FOLLOW THE EVENT.

**COORDINATOR OF EVENTS AT WHICH ALCOHOL WILL BE CONSUMED IN PUBLIC RIGHT-OF WAY ARE REQUIRED TO OBTAIN AN OPEN-CONTAINER PERMIT FROM THE POLICE DEPARTMENT**

**UPON SIGNING OF THIS APPLICATION, THE APPLICANT AGREES NOT TO VIOLATE ANY STATE OR CITY CODES IN THE PRESENTATION OF THE REQUESTED SPECIAL ACTIVITY.**

In consideration for permission to conduct its activity as requested, applicant agrees to indemnify, defend and hold harmless the City of Billings, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person and from all liability claims, actions or judgments which may arise from the activity.

Applicants also agree to obtain valid "save or hold harmless agreements" from all participants in its activity, protecting the City of Billings from all losses arising out of its activity, including damages of any kind or nature.

APPLICANT SIGNATURE  DATE 1-17-10

APPLICATION APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

APPLICATION DENIED \_\_\_\_\_ DATE \_\_\_\_\_

ADDITIONAL RESTRICTIONS OR SPECIAL CONDITIONS: YES [ ] NO [ ]  
(IF YES, ATTACH COPY)

**FOR CITY USE ONLY**

FEE: \_\_\_\_\_

APPLICANT NOTIFIED BY: \_\_\_\_\_

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

- COPIES TO:**  
CITY ADMINISTRATOR  
DEPUTY CITY ADMINISTRATOR  
POLICE CHIEF  
FIRE CHIEF  
FIRE MARSHALL  
MET TRANSIT MANAGER  
STREET/TRAFFIC SUPERINTENDANT  
TRAFFIC ENGINEER  
PRPL DIRECTOR  
PARKING SUPERVISOR  
CITY ATTORNEY

# SHAMROCK RUN

## ROUTE

Not To Scale

5K 

13<sup>th</sup> St. W

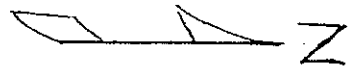
Nordbye

Barricade

5K Turn

Barricade

Virginia Lane



Packmill

Pioneer Park

Finish

3<sup>rd</sup> St. W.

Start

B Ave

C Ave

Ave

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/9/2010

PRODUCER (260) 467-5690 FAX: (260) 467-5651  
STAR Insurance - Fort Wayne Office  
2130 East DuPont Road

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Fort Wayne IN 46825

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A: NATIONAL CASUALTY COMPANY 11991

ROAD RUNNERS CLUB OF AMERICA/2010  
AND ITS MEMBER CLUBS

INSURER B: NATIONWIDE LIFE INS. CO. 66869

7410 SKYLINE DRIVE

INSURER C:

FREDERICK MD 21702-3652

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b>	KRO 000000754800	12/31/2009 12:01 A.M.	12/31/2010 12:01 A.M.	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> LEGAL LIAB. TO PART.				PERSONAL & ADV INJURY \$ 1,000,000
		\$1,000,000				GENERAL AGGREGATE \$ NONE
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	A&M AGGREGATE \$5,000,000			ABUSE & MOLESTATION 500,000
A		<b>AUTOMOBILE LIABILITY</b>	KRO 000000754800	12/31/2009 12:01 A.M.	12/31/2010 12:01 A.M.	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		RETENTION \$				\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B		<b>OTHER EXCESS ACCIDENT &amp; MEDICAL</b>	SPX 0000003732100	12/31/2009 12:01 A.M.	12/31/2010 12:01 A.M.	EXCESS MEDICAL \$10,000 \$250 DEDUCTIBLE PER CLAIM AD & SPECIFIC LOSS \$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.  
 DATE & EVENT: 03/14/10 Shamrock Run, 5K Road Race and 1 Mile Kid's Run  
 INSURED CLUB: Yellowstone Rim Runners, Attn: Dave Coppock; P.O. Box 2424, Billings, MT 59103

**CERTIFICATE HOLDER**

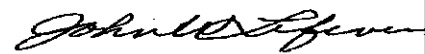
**CANCELLATION**

03/14/10 City of Billings  
Attn: Susan Wellbrooks  
390 N. 23rd Street  
Billings, MT 59101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John Lefever/JWE



ACORD 25 (2001/08)

© ACORD CORPORATION 1988

INS025 (01/08) 08a

Page 1 of 2

Date: 03/08/2010

TITLE: World Water Day Walk for Water

PRESENTED BY: David Mumford

Department: Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

Hope 2 One Life, Inc. is the lead sponsor of the World Water Day Walk on March 20, 2010, from 7:30 a.m. to 12:30 p.m. This is a free event open to the public to create awareness about the water crisis throughout the world. The one-mile walk will begin and end on campus. The 5K walk will begin on campus and proceed west on Marbara Lane to Virginia Lane; north on Virginia Lane; west on Park Lane; south on Highwood Dr.; east on Woodland Dr.; north on Raymond Place; east on Highland Park; north on Virginia Lane; east on Marbara Lane; through the campus using the tunnel at 27th Street to Mountain View Boulevard; south on 27th Street; and back to the campus.

Recommended conditions of approval include Hope 2 One Life, Inc.:

1. Provide and install adequate signs warning motorists of events
2. Contact all businesses and make them aware of the event
3. Coordinate with Police Department to ensure proper assistance is provided for traffic control
4. Clean the area to be used following the event and provide and empty waste cans
5. Notify all emergency facilities, bus lines and media as soon as possible
6. Provide a certificate of insurance with required liability amounts naming City of Billings as additional insured
7. Follow all guidelines from Erin S. Claunch, P.E. in the city Public Works Department.
8. All course guards (flaggers) shall wear safety apparel and use approved STOP/SLOW paddles

**ALTERNATIVES ANALYZED**

The Council may:

- Approve request to close streets for the event; or
- Deny the street closure.

**FINANCIAL IMPACT**

There are no costs to the City of Billings other than administrative time to process the permit. Traffic control and litter removal are to be paid for by the Hope 2 One Life, Inc.

**RECOMMENDATION**

Staff recommends that Council approve the closures named above for the annual World Water Day Walk.

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Link: [World Water Day Attach](#)



City of Billings  
RIGHT-OF-WAY ACTIVITY  
PERMIT

Please check the type of activity you are applying for:

Parade  Run/Walk/Procession  Street/Alley Closure  Block Party

Submit this application with attachments to either the: Public Works office, 2224 Montana Ave., Billings, MT 59101 or Downtown Billings office, 2815 2nd Ave North, Billings, MT 59101. Application packet should be turned in at least 60 days prior to the date of the proposed event for approval.

PERSON MAKING APPLICATION Nadine Hart

ORGANIZATION MAKING APPLICATION Hope 2 One life, Inc.

PHONE 406-248-1954

ADDRESS PO Box 21112 Billings MT 59104

EMAIL ADDRESS nadine.hart@gmail.com

APPROXIMATE TIME EVENT WILL:

Assemble 7:30-8:30 am Start 9 am Disband 12:30 pm

DATE OF EVENT March 20th, 2010

PURPOSE/DESCRIPTION OF EVENT: (Description and detail of the event.)

To raise awareness of the global water crisis on World Water Day, an international day of observance. More than 1.1 billion people lack access to clean water and more than 2 billion people lack access to sanitation. Women and children walk miles each day in search of clean water, leading to widespread poverty, inability to do income generating work or attend school. Included in our

EVENT ROUTE DESIRED (IF APPLICABLE): (Please attach map.) event will be a "walk for water" please see attached map No charge to attend event.

5k and 1 mile walk route originating on MSU B campus and returning to MSU B. This is the same route as the past 2 years. City Police will be hired to monitor Virginia O'Leary. Notices to houses along the

BLOCK PARTY STREET LOCATION (IF APPLICABLE): N/A walk route will be detoured 2 weeks prior.

CLEAN UP IMPLEMENTATION: (Company contracted or services you will provide)

Volunteers will pick up any water bottles or trash that may be discarded along the route. All other activities will take place at MSU-B. The committee will handle all clean up

**CERTIFICATION OF INSURANCE WHICH MUST SHOW:** (1) The limits of liability coverage for the period of this agreement as a minimum of \$750,000 per claim/ \$1.5 million per occurrence general liability, and (2) the City of Billings named on the Certificate of Insurance as the additional insured. (Refer to the sample insurance copy. Please note a certificate of insurance *is not required* for Block Parties)

**NOTICE:** ANY MARKINGS (NO PAINT ALLOWED) TO BE PLACED ON PUBLIC RIGHT-OF-WAY MUST BE APPROVED BY THE CITY TRAFFIC/ENGINEERING DEPARTMENT PRIOR TO PLACEMENT, BE ENVIRONMENTALLY SAFE, AND NOT CONFLICT WITH EXISTING MARKINGS.

**FOR DOWNTOWN EVENTS:** YOU OR THE ORGANIZATION YOU REPRESENT MUST "ASSIGN" THE FIRST TWO BLOCKS OF THE DOWNTOWN EVENT ROUTE FOR NO PARKING TWO HOURS PRIOR TO YOUR EVENT USING THE ROUTE SIGNS PROVIDED BY THE CITY. IT IS YOUR RESPONSIBILITY TO PROVIDE THE APPROPRIATE BARRICADES FOR THE STREET CLOSURE.

IF USING THE ESTABLISHED EVENT ROUTE, THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE EVENT, AND A STREET SWEEPER, IF NECESSARY, TO FOLLOW THE EVENT.

**COORDINATOR OF EVENTS AT WHICH ALCOHOL WILL BE CONSUMED IN PUBLIC RIGHT-OF-WAY ARE REQUIRED TO OBTAIN AN OPEN-CONTAINER PERMIT FROM THE POLICE DEPARTMENT**

**UPON SIGNING OF THIS APPLICATION, THE APPLICANT AGREES NOT TO VIOLATE ANY STATE OR CITY CODES IN THE PRESENTATION OF THE REQUESTED SPECIAL ACTIVITY.**

In consideration for permission to conduct its activity as requested, applicant agrees to indemnify, defend and hold harmless the City of Billings, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person and from all liability claims, actions or judgments which may arise from the activity.

Applicants also agree to obtain valid "save or hold harmless agreements" from all participants in its activity, protecting the City of Billings from all losses arising out of its activity, including damages of any kind or nature.

APPLICANT SIGNATURE Nadine M Hart DATE 12/29/2008

APPLICATION APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

APPLICATION DENIED \_\_\_\_\_ DATE \_\_\_\_\_

ADDITIONAL RESTRICTIONS OR SPECIAL CONDITIONS: YES [ ] NO [ ]  
(IF YES, ATTACH COPY)

**FOR CITY USE ONLY**

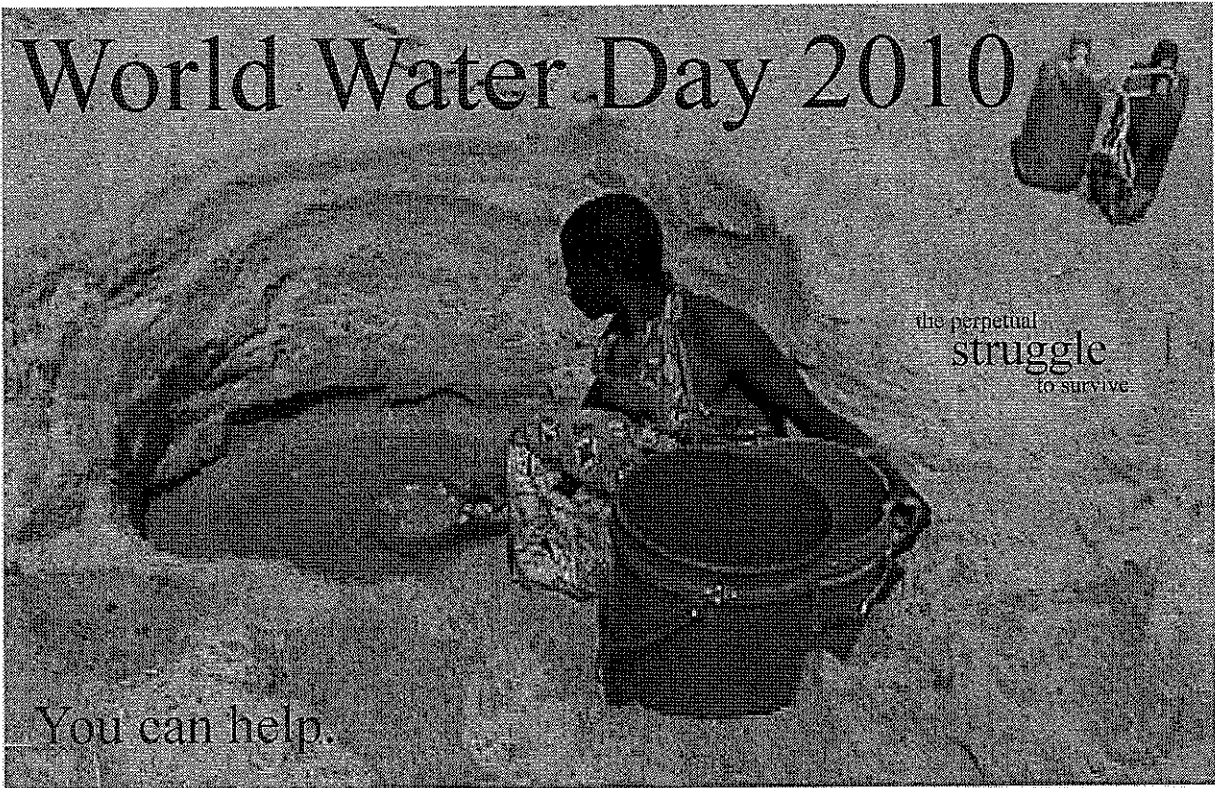
FEE: \_\_\_\_\_

APPLICANT NOTIFIED BY: \_\_\_\_\_

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

**COPIES TO:**  
CITY ADMINISTRATOR  
DEPUTY CITY ADMINISTRATOR  
POLICE CHIEF  
FIRE CHIEF  
FIRE MARSHALL  
MET TRANSIT MANAGER  
STREET/TRAFFIC SUPERINTENDANT  
TRAFFIC ENGINEER  
PRPL DIRECTOR  
PARKING SUPERVISOR  
CITY ATTORNEY

# World Water Day 2010



## Walk for Water

*Free 5K or 1 Mile Walk*

**Saturday, March 20**

Registration begins at 8:30 am--Walk begins at 9:00 am

MSU-Billings Student Union, Lower Level

### *Informational Booths and Demonstrations for*

- \*Amani Development Organization, Tanzania
- \*New Hope International Hospital, Tanzania
- \*Family Empowerment Farm, Uganda
- \*Tender Mercies Outreach Ministries, Uganda
- \*The Rwanda School Project, Rwanda

*For more information, please visit [www.hope2onelife.org](http://www.hope2onelife.org), call 861-4281 or [worldwaterday.billings@gmail.com](mailto:worldwaterday.billings@gmail.com)*

Donations for World Water Day are gladly accepted.

**Presenting Sponsor**



**St. Vincent Healthcare  
Foundation**

**MSUBILLINGS**

**Organizing  
Sponsor**

**HOPE  
&  
ONE  
LIFE**

**MTN.DESIGNS**

**RALPH SPENCE, JR.  
SPENCE ACCOUNTS**

**ENERGY  
LABORATORIES**

**HEADWATERS  
FLOATING ISLAND**

**Hydro  
Solutions Inc**

**American Water**

# World Water Day Map

## March 20th, 2010

### 9:00 - 12:00 MSU-Billings

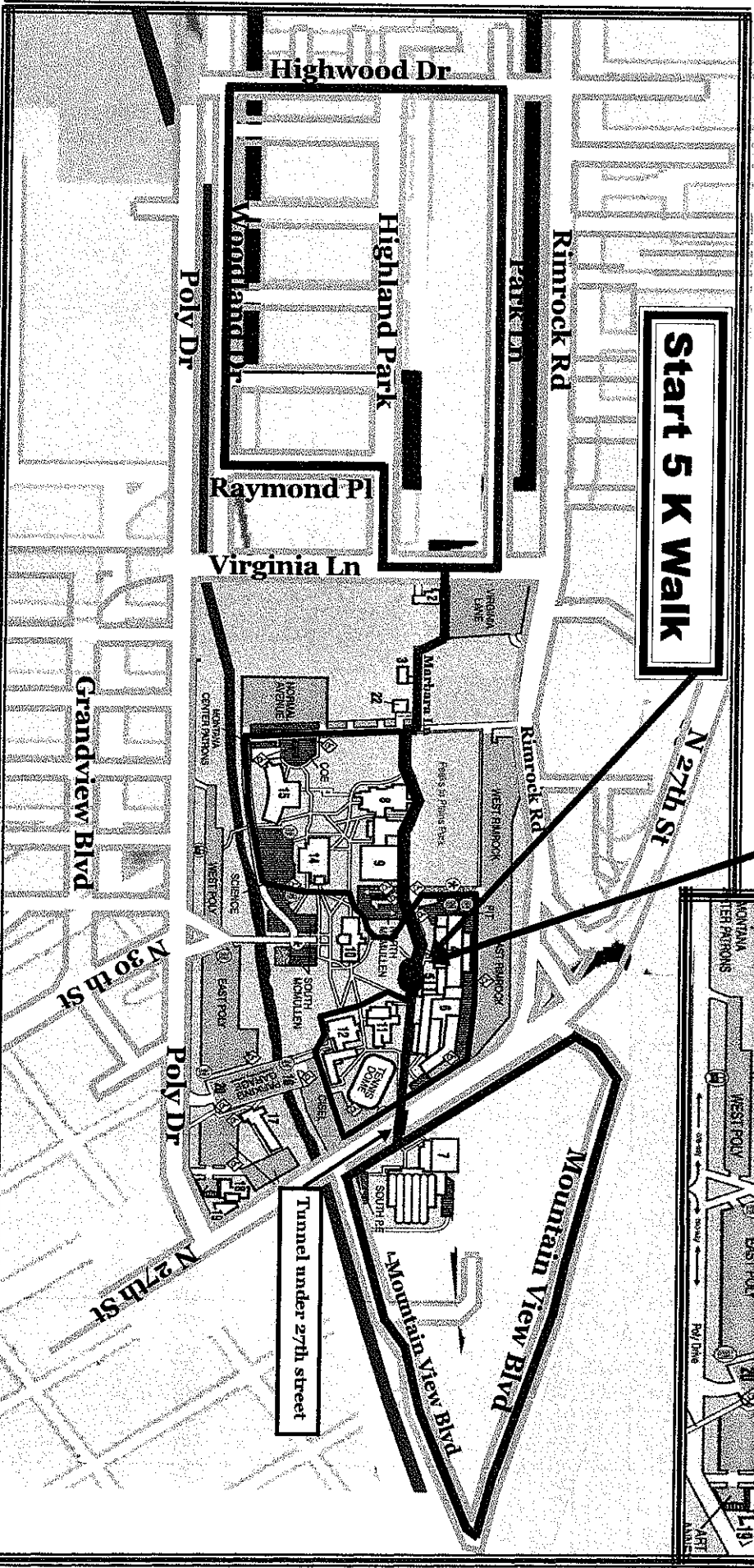
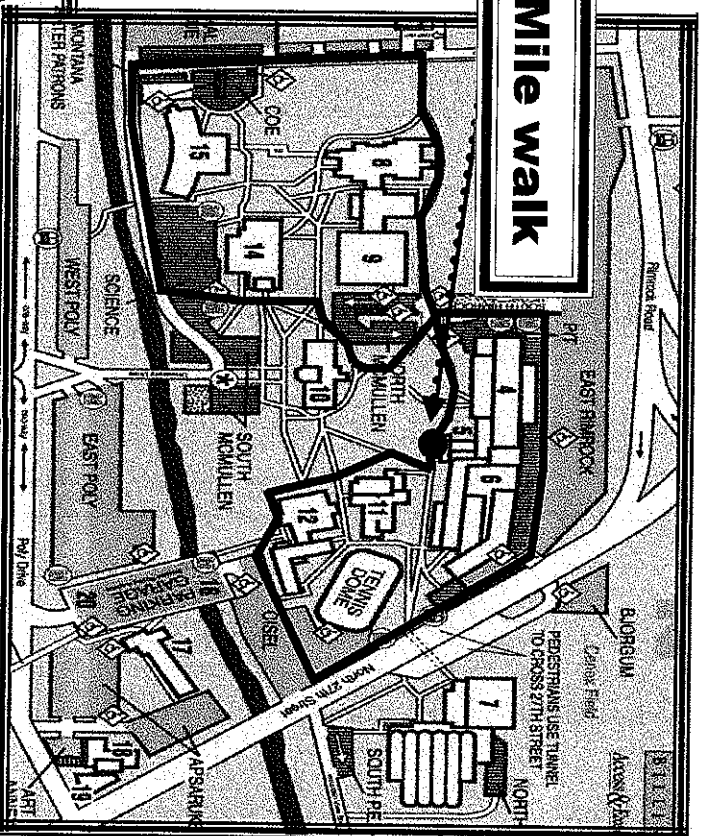
HOPE  
ZONE  
LIFE



St. Vincent Healthcare  
Foundation

Start 5 K Walk

Start 1 Mile walk



SPECIAL  
NOTICE

World Water Day Walk  
March 20th, 2010  
9 a.m. – 11:30 a.m.

SPECIAL  
NOTICE

Mayor has proclaimed March 20<sup>th</sup>, 2010, World Water Day in Billings, Montana. In recognition of this event, a 5k and 1 mile walk will take place that morning, followed by a brief program of demonstrations and information at MSU-Billings.

This notice is to inform you that the walk will take place through your neighborhood on March 20th. For your safety and the safety of the walkers and volunteers, we ask that you drive with caution through your neighborhood and while backing out of your driveway during this time. We appreciate your support.

Attached is a copy of the route map. Please note, Billings' police officers will be directing traffic on Virginia Lane, and volunteers wearing orange vests will be directing traffic throughout the neighborhood.

The City of Billings has approved this walk, which will begin and end on the campus of MSU-Billings. Should you have any questions or concerns, please contact Debbie Whitney at 256-8917 or Nadine Hart at 861-3166. Thank you for your support.

SPECIAL  
NOTICE

World Water Day Walk  
March 20th, 2010  
9 a.m. – 11:30 a.m.

SPECIAL  
NOTICE

Mayor has proclaimed March 20<sup>th</sup>, 2010, World Water Day in Billings, Montana. In recognition of this event, a 5k and 1 mile walk will take place that morning, followed by a brief program of demonstrations and information at MSU-Billings.

This notice is to inform you that the walk will take place through your neighborhood on March 20th. For your safety and the safety of the walkers and volunteers, we ask that you drive with caution through your neighborhood and while backing out of your driveway during this time. We appreciate your support.

Attached is a copy of the route map. Please note, Billings' police officers will be directing traffic on Virginia Lane, and volunteers wearing orange vests will be directing traffic throughout the neighborhood.

The City of Billings has approved this walk, which will begin and end on the campus of MSU-Billings. Should you have any questions or concerns, please contact Debbie Whitney at 256-8917 or Nadine Hart at 861-3166. Thank you for your support.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/16/10

**PRODUCER**  
Hoiness LaBar Insurance  
A Member of Payne Financial Group  
P.O. Box 30638  
Billings, MT 59107-0638

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**  
City Of Billings  
%Human Resources Dept  
P.O. Box 1178  
Billings, MT 59104

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Penn-American Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAC6784156	04/01/09	04/01/10	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Holder is listed as Additional insured on policy for World Water Day, Walk for Water 2010 on 3/20/10 on the MSU Billings campus and surrounding area, 5K and 1 Mile walk with booths and demonstrations.

**CERTIFICATE HOLDER**

**CANCELLATION 10 Days for Non-Payment**

Hope 2 One Life, Inc.  
PO Box 21112  
Billings, MT 59104

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  


(MARCH 2010)

As with last year's event, please include the following conditions:

1. Participants will walk on the left-hand side of the roadway facing on-coming traffic where no sidewalk is available.
2. Participants will be required to walk as a group. Late arrivals will not be allowed to walk the 5K route as individuals. The leading and trailing walkers in the group shall wear orange or green safety vests.
3. Warning signs and course guards shall be placed at strategic locations along the route to warn motorists the event is in progress. At a minimum signing will be required coming into the event route off major roadways (Poly, Virginia, Rimrock, and N. 27th) and at the base of the hill where Mountain View Boulevard becomes a single lane roadway.
4. The event sponsor shall notify the residents along the upper portion of Mountain View Boulevard of the date and approximate times for the event at least two weeks prior to the event.
5. The event sponsor shall make arrangements for the use of off-duty law enforcement officers or State certified flaggers where the event route crosses Virginia Lane. All costs therefore shall be the responsibility of the event sponsor.
6. Participants shall not be allowed to walk within the roadway on N. 27th. They will be required to use trails or sidewalks adjacent to 27th, and to cross N. 27th using the pedestrian underpass.

Let me know if you have any questions or concerns. Thanks for your help!

Date: 03/08/2010

TITLE: Downtown Billings Purple 5K Run and Bicycle Race Fundraiser

PRESENTED BY: David Mumford

Department: Public Works

**Information**

**PROBLEM/ISSUE STATEMENT**

The Downtown Billings Association requests partial street closures on Saturday, March 27, 2010, from 8:00 am to 8:00 pm for a 5K Run and Bicycle Race. The 5K Run will assemble at 8:00 am at Grandview Boulevard and N. 30th Street; proceeding south on N. 30th to 12th Ave. N.; west on Beverly Hill Blvd.; south on Virginia Lane; through Pioneer Park; east on Ave. C; north on 2nd St. W.; east on Ave. E; north on N. 32nd; east on 11th Avenue N.; east on N. 28th; west on 10th Ave. N; south on N. 31st; and right on 2nd Ave. N; finishing under Sky Point at noon. The Bicycle Race will assemble at 5:00 pm under Sky Point; proceed south on Broadway to 1st Ave. N.; make a u-turn; north on Broadway to 3rd Ave. N.; make a u-turn; south on Broadway to 2nd Ave. N.; west on 2nd Ave. N. to N. 29th; north on N. 29th to 3rd Ave. N.; make a u-turn; south on N. 29th to 2nd Ave. N; west on 2nd Ave. N. to N. 30th; make a u-turn; east on 2nd Ave. N. to Broadway; finishing under Sky Point.

Recommended conditions of approval include that the Downtown Billings Association:

1. Notify all emergency facilities, bus lines and media at least two weeks in advance of the event
2. Provide a certificate of insurance with required liability amounts naming the City of Billings as additional insured
3. Ensure all course guards (flaggers) shall wear safety apparel and use approved STOP/SLOW paddles
4. Provide and install adequate traffic barricades and signs directing motorists around closure and remove barricades during the duration of run
5. Clean area to be used and provide and empty waste cans
6. Coordinate details of street closures with City Traffic Engineer no less than one week prior to event

**ALTERNATIVES ANALYZED**

The Council may:

- Approve request to close street for the event; or
- Deny the street closure

**FINANCIAL IMPACT**

There are no costs to the city other than administrative time to process the application. Police, traffic control, and litter removal are to be paid for by the Downtown Billings Association.

**RECOMMENDATION**

Staff recommends that Council approve the temporary street closures for the Downtown Billings Associations 5K Run and Bicycle Race Fundraiser.

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Link: [Purple 5K Run/Bike Race](#)



City of Billings  
RIGHT - OF - WAY ACTIVITY  
PERMIT

Please check the type of activity you are applying for:

Parade  Run/Walk/Procession  Street/Alley Closure  Block Party

Submit this application with attachments to either: The Public Works office - 2224 Montana Ave. or Downtown Billings office - 2815 2<sup>nd</sup> Ave. N. (both - Billings, MT 59101) Application packet should be turned in at least 60 days prior to the date of the proposed event for approval.

PERSON MAKING APPLICATION Joe Stout

ORGANIZATION MAKING APPLICATION Business Improvement District

ADDRESS 2815 2<sup>nd</sup> Ave N. City Billings State MT Zip 59101

EMAIL ADDRESS joes@downtownbillings.com

APPROXIMATE TIME EVENT WILL:

Assemble 8am Start 10am Disband 8pm

DATE OF EVENT March 27, 2010

PURPOSE OF EVENT: (Description and detail of plans)

5K run fundraiser will begin at 10am and will finish by noon under Skypoint downtown. A bicycle race will follow downtown under Skypoint on 2<sup>nd</sup> Ave beginning at 5pm, and will end by 7pm.

EVENT ROUTE DESIRED (IF APPLICABLE) - Please attach map

Closures on Virginia, 31<sup>st</sup> and 30<sup>th</sup> will be opened by 12pm. Closure on 2<sup>nd</sup> Ave will be re-opened by 8pm. See attached map.

BLOCK PARTY STREET LOCATION (IF APPLICABLE)

CLEAN UP IMPLEMENTATION: (Company contracted or services you will provide)

Clean-up will be taken care of by the BID Purple People street team.

**CERTIFICATION OF INSURANCE WHICH MUST SHOW:** (1) The limits of liability coverage for the period of this agreement as a minimum of \$750,000 per claim/ \$1.5 Million per occurrence general liability, and (2) the City of Billings named on the Certificate of Insurance as the additional insured. (Refer to the sample insurance copy. Please not a certificate of insurance in NOT required for Block Parties.)

**NOTICE:** ANY MARKINGS (NO PAINT ALLOWED) TO BE PLACED ON THE PUBLIC RIGHT-OF-WAY MUST BE APPROVED BY THE CITY TRAFFIC/ENGINEERING DEPARTMENT PRIOR TO PLACEMENT, BE ENVIRONMENTALLY SAFE, AND NOT CONFLICT WITH EXISTING MARKINGS.

**FOR DOWNTOWN EVENTS:** YOU OR THE ORGANIZATION YOU REPRESENT MUST "ASSIGN" THE FIRST TWO BLOCKS OF THE DOWNTOWN EVEN ROUTE FOR NO PARKING TWO HOURS PRIOR TO YOU EVENT USING THE ROUTE SIGNS PROVIDED BY THE CITY. IT IS YOUR RESPONSIBILITY TO PROVIDE THE APPROPRIATE BARRICADES FOR THE STREET CLOSURE.

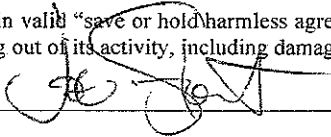
**IF USING THE ESTABLISHED EVEN ROUTE (PARADE),** THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE3 EVENT, AND A STREET SWEEPER (IF NECESSARY AND WEATHER PERMITTING) TO FOLLOW THE EVENT.

**COORDINATOR OF EVENTS WITH ALCOHOL WILL BE CONSUMED IN PUBLIC RIGHT-OF-WAY ARE REQUIRED TO OBTAIN AN OPEN CONTAINER PERMIT FROM THE POLICE DEPT.**

**UPON SIGNING OF THIS APPLICATION, THA APPLICANT AGREES NOT TO VIOLATE ANY STATE OR CITY CODES IN THE PRESENTATION OF THE REQUESTED SPECIAL ACTIVITY.**

In consideration for permission to conduct its activity as requested, applicant agrees to indemnify, defend and hold harmless the City of Billings and The Downtown Billings Alliance, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person from all liability claims, actions or judgments which may arise from the activity.

Applicants also agree to obtain valid "save or hold harmless agreements" from all participants in its activity, protecting the City of Billings from all losses arising out of its activity, including damages of any kind or nature.

APPLICANT SIGNATURE  DATE 2/1/10

APPLICANT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

APPLICANT DENIED \_\_\_\_\_ DATE \_\_\_\_\_

ADDITIONAL RESTRICTIONS OR SPECIAL CONDITIONS: YES \_\_\_ NO \_\_\_ (IF YES ATTACH COPY)

**FOR CITY USE ONLY**

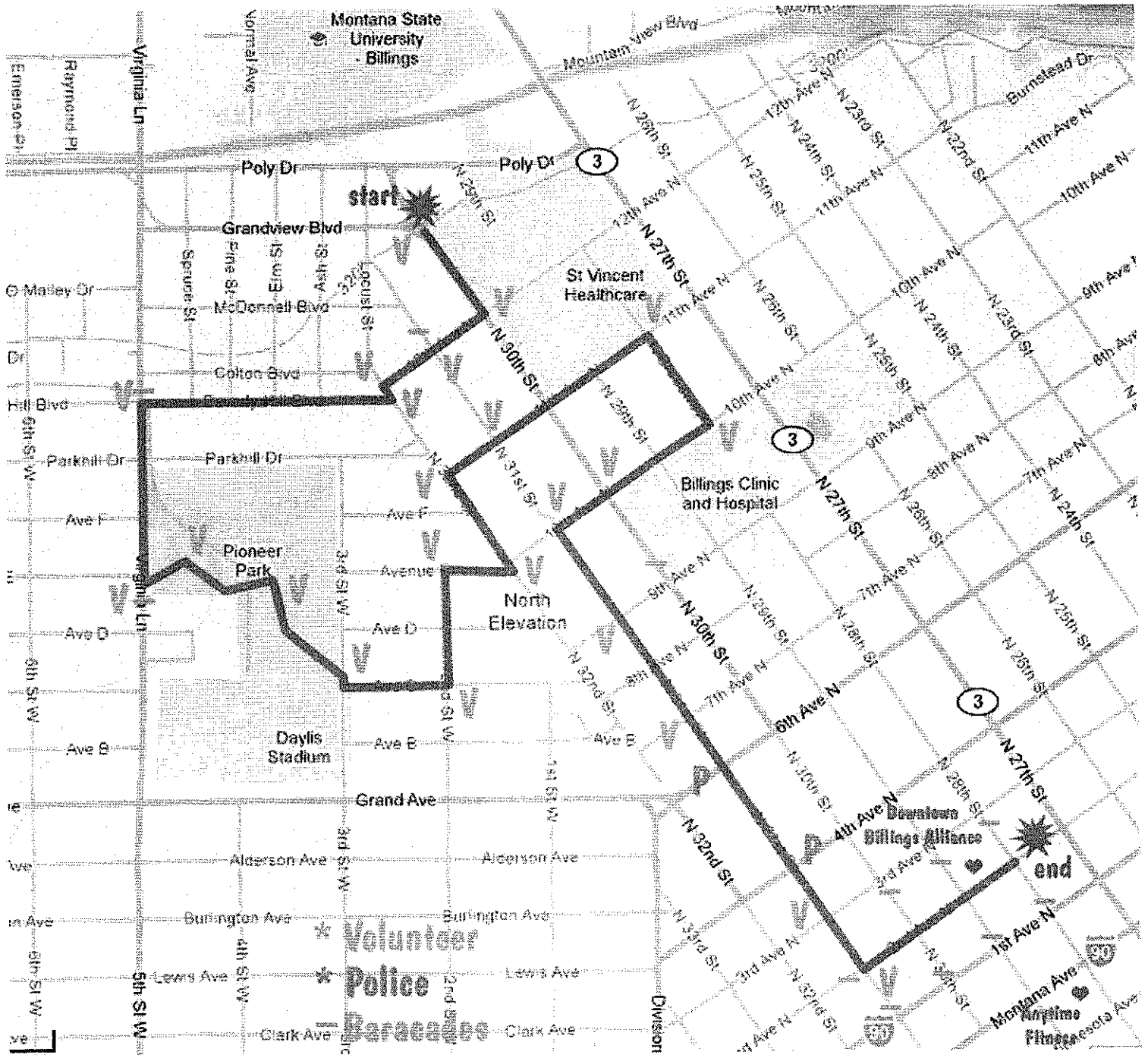
FEE: \_\_\_\_\_

APPLICANT NOTIFIED BY: \_\_\_\_\_

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

- COPIES TO:**  
CITY ADMINISTRATOR  
DEPUTY CITY ADMINISTRATOR  
POLICE CHIEF  
FIRE CHIEF  
FIRE MARSHALL  
MET TRANSIT MANAGER  
STREET/TRAFFIC SUPERINTENDANT  
TRAFFIC ENGINEER  
PRPL DIRECTOR  
PARKING SUPERVISOR  
CITY ATTORNEY

## Purple 5K and Downtown Crit Street Closure, March 27, 2010



Virginia Lane, N 30<sup>th</sup> Street (Grandview to 9<sup>th</sup> Ave N), N 31<sup>st</sup> Street -- Closure 8am – 12pm  
 2<sup>nd</sup> Ave N -- Closure 8am – 7pm  
 N Broadway, N 29<sup>th</sup>, N 30<sup>th</sup> (between 1<sup>st</sup> and 3<sup>rd</sup> Ave N) -- Closure 3pm – 7pm

Purple 5K and Downtown Crit Street Closure, March 27, 2010

	Business Name:	Address:	Signature:
1	Hippy Cowgirl	2813 2nd Ave N.	[Signature]
2	Bottega	2814 2nd Ave N	[Signature]
3	Montagues	2810 2nd Ave N	[Signature]
4	Paula's Edibles	2712 2nd Ave N.	[Signature]
5	INDIAN NATIONS	207 N. Broadway	[Signature]
6	BELLEZA SALON	217 N. BROADWAY	[Signature]
7	Prairie Blossoms	225 N. Broadway	[Signature]
8	Cricket Clothing Co.	2814 2nd ave N	[Signature]
9	Meridian	2818 2nd Ave N	[Signature]
10	Sherry Daly	110 N. 29th St.	[Signature]
11	Dal Brikman	116 N. 29th	[Signature]
12	Photo Perfect	2923 2nd Ave N	[Signature]
13	Joe AKOM	2917 2nd Ave N	[Signature]
14	Pam Uzelac	205 N. 29th	[Signature]
15	Babiana Shantel	223 N. 29th.	[Signature]
16	<sup>Brew Pub</sup> Hooligans	113 N Broadway	[Signature]
17	J. Smentow BIN 119	119 N. BROADWAY	[Signature]
18	J. J. Manasa	100 N. Broadway	[Signature]
19	M. J. Dumar	106 N. Broadway	[Signature]
20	IN STEP Shoes	108 N. Broadway	[Signature]
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			

Billings Business Improvement District  
 2815 2nd Ave. N. • Billings, MT 59101  
 (406) 294-5060  
 www.DowntownBillings.com

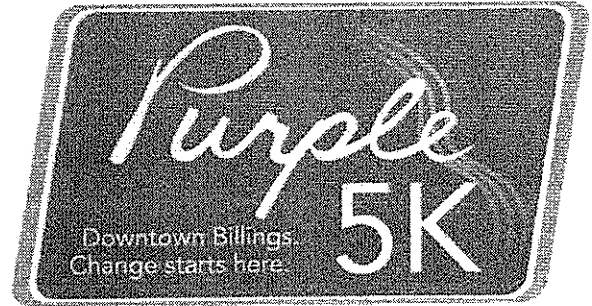
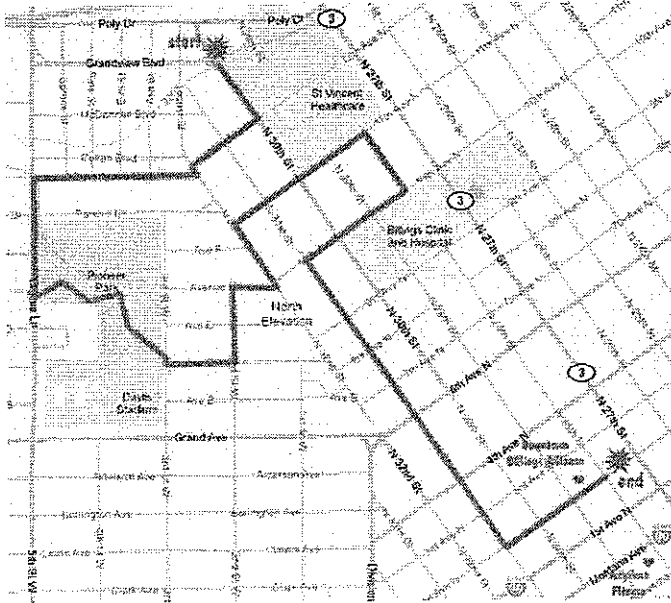
# Billings Downtown Starts here.

**Saturday, March 27, 2010**

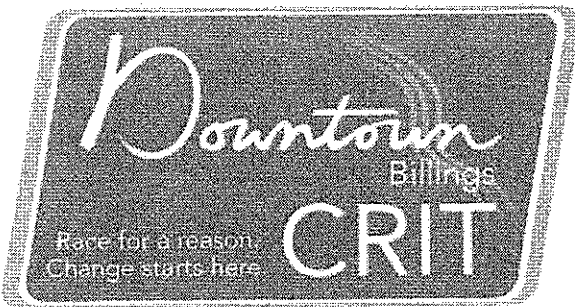
Reception and awards hosted by Anytime Fitness.

Runners - 10:00 am

Walkers - 10:15 am



**The Purple 5K** will benefit the Downtown Business Improvement District's awareness and fundraising campaign, Spare Change for Real Change. The event will also serve as part of Big Sky State Games' warm-up campaign, "Shape Up Montana." Register at [www.4realchange.org](http://www.4realchange.org).

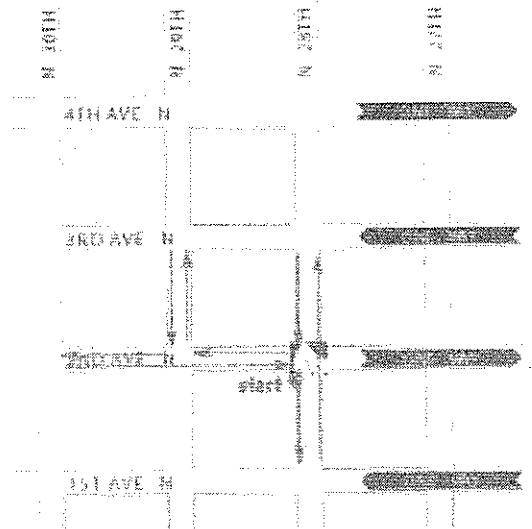


**Saturday, March 27, 2010**

Expert Class - 5:00 pm

Beginner Class - 5:45 pm

Just for Fun - 6:15 pm



**The Downtown Crit** will benefit Spare Change for Real Change and World Bicycle Relief, and will serve as part of Big Sky State Games' warm-up campaign, "Shape Up Montana." Register at [www.4realchange.org](http://www.4realchange.org).



Spare Change for Real Change is an alternative to giving to panhandlers. Giving spare change to panhandlers is only a short-term solution and does not create long-term results. Donating to Spare Change for Real Change helps provide resources for people in need.

[www.4realchange.org](http://www.4realchange.org)  
406.294.5060  
[info@4realchange.org](mailto:info@4realchange.org)

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/10/2010

<b>PRODUCER</b> Hub Int'l. Mountain States Ltd 3533 Gabel Road Billings, MT 59102 406 652-9151	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURED</b> Downtown Billings Association, Inc. 2815 2nd Ave. North Billings, MT 59101	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Travelers Property Casualty Co</b> INSURER B: <b>Travelers Indemnity Company</b> INSURER C: INSURER D: INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6604885M434TIL09	07/01/2009	07/01/2010	EACH OCCURRENCE <b>\$1,000,000</b>
	DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$300,000</b>				
	MED EXP (Any one person) <b>\$5,000</b>				
	PERSONAL & ADV INJURY <b>\$1,000,000</b>				
	GENERAL AGGREGATE <b>\$2,000,000</b>				
	PRODUCTS - COM/POP AGG <b>\$2,000,000</b>				
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	6604885M434TIL09	07/01/2009	07/01/2010	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b>
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	OTHER THAN AUTO ONLY: EA ACC \$				
	AGG \$				
B	<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION <b>\$ 10000</b>	XSMCUP0429T327IND0	07/01/2009	07/01/2010	EACH OCCURRENCE <b>\$1,000,000</b>
	AGGREGATE <b>\$1,000,000</b>				
	\$				
	\$				
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$				
	E.L. DISEASE - EA EMPLOYEE \$				
	E.L. DISEASE - POLICY LIMIT \$				
OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**City of Billings is listed as additional insured regarding Purple 5/K on 3/27/10.**

<b>CERTIFICATE HOLDER</b> City of Billings PO Box 1178 Billings, MT 59104	<b>CANCELLATION 10 Days for Non-Payment</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Rose Kelly</i>
--	---

Date: 03/08/2010

TITLE: Quarterly Report for Pledged Collateral

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

---

**Information**

**PROBLEM/ISSUE STATEMENT**

Deposit-type securities (i.e., certificates of deposit) shall be collateralized according to Montana Code Annotated Section 7-6-207.

On December 31, 2009, the City had a certificate of deposit at First Interstate Bank for \$1,500,000; also \$7,133,169 invested in the U.S. Bank Municipal Investor Accounts and \$29,115,105 in the US Bank Repurchase Account. The City has \$12,000,000 in two certificates of deposit at US Bank, Billings.

Because First Interstate Bank and US Bank's net worth ratios to total assets ratio are over 6%, the City is required to have a minimum of 50% of the deposits covered by pledged securities. First Interstate Bank has collateralized the City's deposits with 100% in pledged securities. US Bank has collateralized the City's Municipal Investor Account and two certificates of deposit with 156% in pledged securities. The Repurchase Account is collateralized with 102% in pledged securities.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the quarterly report for pledged collateral; or
- Not approve the quarterly report for pledged collateral

**FINANCIAL IMPACT**

There is no financial impact to the City.

**RECOMMENDATION**

Staff recommends that Council approve the quarterly report for pledged collateral

**APPROVED BY CITY ADMINISTRATOR**

---

Date: 03/08/2010

TITLE: Semi Annual Investment Report

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

**Information**

**PROBLEM/ISSUE STATEMENT**

The City of Billings Investment Policy states the Finance Division shall submit semi-annually, an investment report describing investments in terms of type, interest rate and maturity date.

On December 31, 2009, the City had the following amounts invested:

US Bank Municipal Investor	\$ 7,133,169
Montana Short Term Investment Pool	6,234
US Government and Agency	62,638,333
Certificates of Deposits	13,500,000
Repurchase	29,115,105
 Total Investments	 \$112,392,841

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the semi annual investment report; or
- Not approve the semi annual investment report.

**FINANCIAL IMPACT**

The investment portfolio for the City is designed to maintain the safety of investments while obtaining a market average rate of return throughout budgetary and economic cycles. As of December 31, 2009, the yield to maturity was 1.292%.

**RECOMMENDATION**

It is recommended that the City Council approve the investment report

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Link: [investment summary](#)



**City of Billings, MT  
Summary by Issuer  
December 31, 2009**

City of Billings  
210 North 27th Street  
Billings, MT 59101

<b>Issuer</b>	<b>Number of Investments</b>	<b>Par Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Average YTM 365</b>	<b>Average Days to Maturity</b>
Federal Farm Credit Bank	8	17,000,000.00	17,000,000.00	20.41	1.275	549
Federal Home Loan Bank	21	25,633,333.33	25,633,333.33	30.77	1.135	528
Federal Home Loan Mtg Corp	6	7,500,000.00	7,514,451.83	9.02	1.734	392
Fiirst Interstate Bank	1	1,500,000.00	1,500,000.00	1.80	2.250	26
Federal National Mtg Assn	8	12,500,000.00	12,512,044.38	15.02	1.528	566
Short Term Investment Pool	1	6,233.97	6,233.97	0.01	1.841	1
US Bank	4	19,133,169.26	19,133,169.26	22.97	1.111	53
U.S. Treasury	1	5,000.00	5,000.00	0.01	6.498	45
<b>Total and Average</b>	<b>50</b>	<b>83,277,736.56</b>	<b>83,304,232.77</b>	<b>100.00</b>	<b>1.292</b>	<b>408</b>

Date: 03/08/2010

TITLE: Resolution Using up to \$11,000 of Council Contingency Funds for a Centennial Park Water Meter

PRESENTED BY: Tina Volek

Department: City Hall Administration

**Information**

**PROBLEM/ISSUE STATEMENT**

The City Council unanimously approved an initiative at its Feb. 22, 2010, business session to authorize the use of up to \$11,000 from the Fiscal Year (FY) 2010 Council Contingency Fund (Acct. 010-1110-411.79-70) to install a 2-inch water meter at Centennial Park for a new ball field and surrounding area. The initiative responded to an attached request from Rick DeVore, administrator of Montana District 1 Little League.

Through the Baseball Tomorrow Foundation, Major League Baseball and the Major League Baseball Players Association awarded Montana District 1 Little League Baseball a \$99,000 grant in 2009 to construct a new, full-sized baseball field at Centennial Park. Montana District 1 Little League raised an additional \$87,000 of donations and pledges to complete the park. However, no money was budgeted to replace the existing 1-inch water meter in that section of the park with a 2-inch meter needed to serve the new ball field and surrounding area. Montana District 1 Little League has purchased all the sprinkler parts and will install the system in the spring of 2010, as weather permits. Montana District 1 also provides funding and labor to help clean up and maintain baseball and softball fields in City parks each summer.

Approval of an expenditure from the City Council Contingency Fund requires approval of the attached Council Resolution.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the resolution authorizing the expenditure of up to \$11,000 from its Contingency Fund to pay for a 2-inch water meter at Centennial Park;
- Amend the amount of the of the expenditure; or
- Deny the resolution.

**FINANCIAL IMPACT**

The City Council Contingency Fund was authorized at \$60,000 for FY 2010. The Council previously approved up to a \$20,000 expenditure from the Fund to treat trees in City parks for mountain pine bark beetles. Approval of this resolution would leave the Council with a Contingency Fund balance of \$29,000 for the remaining three and a half months of the fiscal year.

**RECOMMENDATION**

Staff recommends that the Council approve the Resolution authorizing the expenditure of up to \$11,000 of Council Contingency Funds (Acct. 010-1110-411.79-70) for a 2-inch water meter at Centennial Park.

**APPROVED BY CITY ADMINISTRATOR**

**Attachments**

Link: [Little League Letter](#)

Link: [Little league council contingency reso 3-8-10](#)

---



## *Little League Baseball*

MONTANA DISTRICT #1  
P.O. BOX 20854  
BILLINGS, MONTANA 59104



RICK DEVORE  
DISTRICT ADMINISTRATOR

Tina Volek  
City Administrator  
P.O. Box 1178  
210 No 27<sup>th</sup> St  
Billings, MT 59103

**RECEIVED**

FEB 16 2010

**City Administrator**

Dear Ms. Volek:

In 2009, Montana District 1 Little League (District) was awarded a \$99,000 grant from the Baseball Tomorrow Fund for the construction of a new full-sized baseball field at Centennial Park. Centennial Park is located in west Billings, south of Broadwater Ave and west of 32nd St West. Baseball Tomorrow is a subsidiary of Major League Baseball and the Major League Baseball Players Association. In addition to this money, our District raised an additional \$87,000 through league donations, private donations and pledges to help complete the initial phase of the development.

Since the field is in a City Park, we have been working with the Parks, Recreation, and Public Lands Department to ensure we are in compliance with city code and regulations. In our discussions concerning the sprinkler system construction, it was determined that to satisfy all the needs of the new field and surrounding area, it would require a new 2 inch meter off of the main. Presently there is only a 1 inch meter that serves the area. This meter would cost \$11,000. This is an expense we have not budgeted for. We have purchased all of the sprinkler systems parts and we will be installing the system this spring as weather permits.

We are requesting the Council use \$11,000 from their discretionary contingency fund to help us pay for this new meter to improve the park. We believe this is a prudent use of City funds and would reinforce the Cities commitment to this project. Our District provides funding and volunteer labor to clean up and maintain the baseball and softball fields at city parks each summer.

Thank you for your consideration on this request.

Rick DeVore  
District Administrator 661-1085 (cell) 656-9239 (home)

**RESOLUTION NO. 10-\_\_\_\_\_**  
**A RESOLUTION OF THE BILLINGS, MONTANA, CITY COUNCIL,**  
**AUTHORIZING THE USE OF UP TO \$11,000**  
**FROM FY 2010 CITY COUNCIL CONTINGENCY FUNDS**  
**FOR INSTALLATION OF A 2-INCH WATER METER**  
**FOR A NEW CENTENNIAL PARK LITTLE LEAGUE BALLFIELD**

WHEREAS, Montana District 1 Little League was awarded a \$99,000 grant from Major League Baseball and the Major League Baseball Players Association through the Baseball Tomorrow Fund for construction of a new, full-sized baseball field at Centennial Park; and

WHEREAS, District 1 Little League has raised an additional \$87,000 through league and private donations and pledges to complete the initial development of the field; and

WHEREAS, District 1 Little League provides funding and volunteer labor to help clean up and maintain baseball and softball fields at City parks each summer; and

WHEREAS, it was determined in discussions between the City's Parks, Recreation & Public Lands Department and District 1 Little League that a 1-inch water meter currently at Centennial Park would need to be upgraded to a 2-inch meter to satisfy all the needs of the new field and surrounding area; and

WHEREAS, the cost of the meter is estimated to be \$11,000, an expense for which District 1 Little League had not planned, and which it has asked the Council to contribute to the project to help improve the park.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, DOES HEREBY RESOLVE, to authorize the expenditure of up to \$11,000 from the Council Contingency Fund (Account 010-1110-411.79-70) for the installation of a 2-inch water meter at Centennial Park.

APPROVED THIS 8<sup>TH</sup> DAY OF MARCH, 2010, BY THE BILLINGS, MONTANA, CITY COUNCIL.

\_\_\_\_\_  
Thomas W. Hanel, Mayor

ATTEST:

\_\_\_\_\_  
Cari Martin, City Clerk

Date: 03/08/2010

TITLE: Preliminary Minor Plat of Mattson Acres Subdivision, Amended Lot 14

PRESENTED BY: Candi Beaudry

Department: Planning & Community Services

Information

**PROBLEM/ISSUE STATEMENT**

On February 1, 2010, subdivider Richard Chapman applied for preliminary minor plat approval for Mattson Acres Subdivision, Amended Lot 14. The proposed subdivision creates four lots from a 1.01-acre tract of land. The subject property is located between Mattson Lane and Lambrecht Lane on the east side of Main Street, just north of the Walmart store in the Heights. The property currently has one single-family home on its south side, and is zoned Residential-6000 (R-60). The representing agent is EEC, Inc.

**ALTERNATIVES ANALYZED**

State and City subdivision regulations require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict a subdivider’s ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. The City Council will review the preliminary plat and:

- Approve;
- Conditionally approve; or
- Deny the proposed subdivision and variance request.

**FINANCIAL IMPACT**

Should the City Council approve the preliminary plat, the subject property may further develop, resulting in additional tax revenues for the City.

**BACKGROUND**

General location: 719 Mattson Lane, in the Heights  
 Legal Description: Lot 14 of Mattson Acres Subdivision, in Section 15, T1N, R26E  
 Subdivider/Owner: Richard Chapman  
 Engineer and Surveyor: Eggart Engineering Company  
 Existing Zoning: R-60  
 Existing land use: One single-family residence  
 Proposed land use: residential  
 Gross area: 43,995 square feet  
 Proposed number of lots: 4  
 Lot sizes: 9,161 – 10,598 square feet  
 Parkland requirements: Parkland is not required for minor subdivisions.

**STAKEHOLDERS**

A public hearing is not required for minor subdivisions. However, any interested party may review the proposal and make comments. The Planning Division has received no public input on this proposal at the time this staff report was completed.

**CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

Consistency with the Growth Policy, the Transportation Plan and Heritage Trail Plan is discussed within the attached Findings of Fact.

**RECOMMENDATION**

Planning staff recommends conditional approval of the preliminary plat of Mattson Acres Subdivision, Amended Lot 14, and adoption of the Findings of Fact as presented in the staff report to the City Council.

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

1. To mitigate impacts on local services, Section III.A. (paragraph 3, second sentence) of the Subdivision Improvements Agreement (SIA) shall be amended to state: "Future street improvements, including street widening, curb, gutter and sidewalks, may be done as part of a larger Special Improvement District (SID) project and a waiver of right to protest the creation of future SIDs is being filed with this plat." This same language shall be added as Item B. to Section II. of the SIA.
2. To ensure that the proposed subdivision complies with the zoning in effect, proof that a zoning variance was approved by the City Board of Adjustment to maintain the existing shed on a lot without a house shall be provided prior to final plat approval. If this is unobtainable, the shed and carport shall either be added to Lot 14C (with the existing home) or be removed prior to final plat approval.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Link: [Site Photos](#)

Link: [Preliminary Plat](#)

Link: [Findings of Fact](#)

Link: [Mayor Approval Letter](#)

---

**ATTACHMENT:** Photos of Subject Property



Figure 1: Looking south at subject property from Lambrecht Lane. Existing house and garage in background.



Figure 2: Looking east down Lambrecht Lane. Note new housing development on left as area has “in-filled” recently.



Figure 3: Looking west up Mattson Lane. Subject property on right, Walmart to left across Mattson.

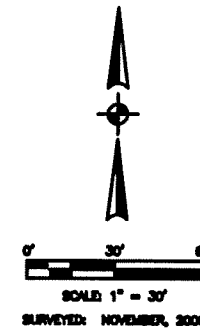
**PRELIMINARY PLAT OF  
Amended Lot 14, of Mattson Acres  
Subdivision**

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 1 NORTH,  
RANGE 26 EAST, P.M.M. YELLOWSTONE COUNTY, STATE OF MONTANA

JANUARY, 2010

SURVEYED FOR: RICHARD E. CHAPMAN

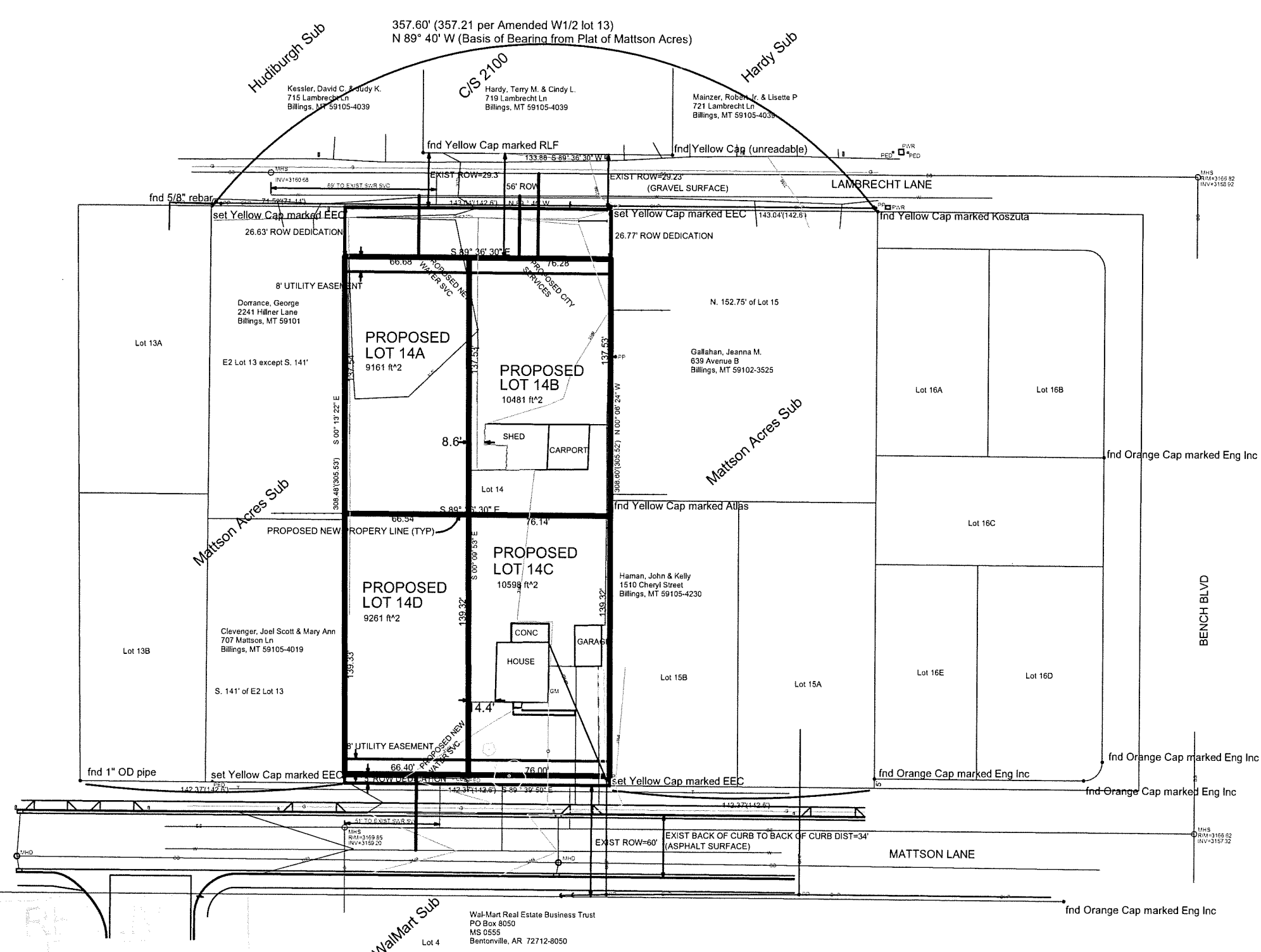
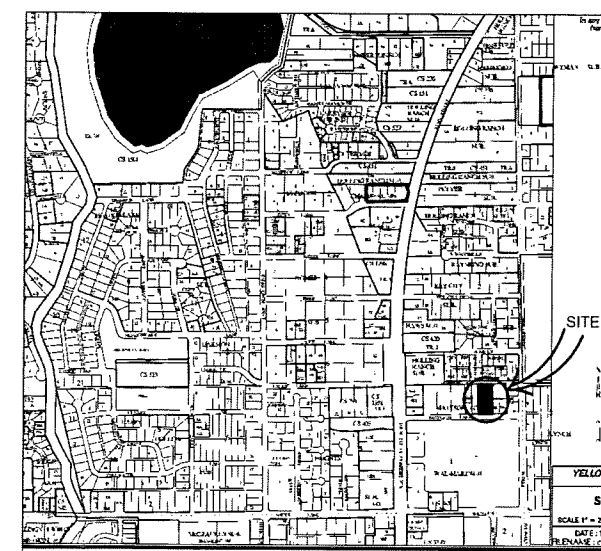
SURVEYED BY: EGGART ENGINEERING COMPANY



**SUBDIVISION DETAILS:**

GROSS AREA:	1.01 ACRES
NET AREA:	0.91 ACRES
ROAD AREA:	0.10 ACRES
NUMBER OF LOTS:	4
MAXIMUM LOT SIZE:	.24 ACRES
MINIMUM LOT SIZE:	.21 ACRES
PARK DEDICATION:	0.00 ACRES
EXISTING LAND USE:	RESIDENTIAL
PROPOSED LAND USE:	RESIDENTIAL
ZONING:	RESIDENTIAL 6000

**VICINITY MAP**



Wal-Mart Sub  
Lot 4  
Wal-Mart Real Estate Business Trust  
PO Box 8050  
MS 0555  
Bentonville, AR 72712-8050

RE  
F13-121  
AM  
12/1/09

**CLERK AND RECORDER FILING INFORMATION**

**ATTACHMENT**  
Findings of Fact

The Planning staff is forwarding the recommended Findings of Fact for Mattson Acres Subdivision, Amended Lot 14 for review and approval by the City Council. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the City of Billings Subdivision Regulations (23-303(H)(2), BMCC).

**A. What are the effects on agriculture, local services, the natural environment, wildlife and wildlife habitat and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-304 (c) (1)]**

**1. Effect on agriculture and agricultural water user facilities**

The subject property is located in the City limits and is surrounded by urban density development. The proposed future use will not displace any existing agricultural activity, and therefore should have a minimal effect on the agricultural industry. Additionally, there are no irrigation canals or facilities on the property, therefore the subdivision will not have an effect on agricultural water user facilities.

**2. Effect on local services**

- a. **Utilities** – Water services can be provided by the County Water District of the Billings Heights by connecting to the existing mains found within the adjacent public rights-of-way. Sanitary sewer services can be provided by the City of Billings by connecting to the existing mains found within the adjacent public rights-of-way.

MDU will provide gas services, and NWE will provide electric services to the subdivision in the future. Utility easements shall be provided for on the final plat along lot frontages as shown on the preliminary plat.

- b. **Storm water** – Storm water is proposed to be drained using the curb and gutter to the nearest storm water inlet. Currently there are storm drains in Mattson Lane, but not in Lambrecht Lane. When Lambrecht Lane is improved in the future, storm drains will be installed. All improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the Engineering Department.
- c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- d. **Streets** –Mattson Lane fronts the subject property on the south and provides access to the existing home on Lot 14C and proposed Lot 14D. Mattson Lane is a paved street with curb, gutter and sidewalks, within a 60-foot wide right-of-way. Since Mattson functions as a local commercial street an additional five feet of right-of-way is being dedicated with this plat.

Lambrecht Lane fronts the property on the north, and provides access to proposed Lots 14A and 14B. A 29-foot wide street right-of-way is presently dedicated for Lambrecht Lane, which is a gravel-surfaced street without curb, gutter, sidewalk or storm drains. The subdivider is dedicating an additional 27 feet of right-of-way along the Lambrecht frontage to total 56 feet. Since the subject property is several hundred feet west of the nearest paved road, Bench Boulevard, and is surrounded by existing housing, City Engineering has requested that improvements to Lambrecht Lane (pavement, curb, gutter, sidewalk, and storm drains) shall be delayed until such time as a neighborhood Special Improvement District (SID) is created to improve the entire street. A waiver of right to protest the creation of future SIDs will be recorded with the final plat documents and a notice in the Conditions that Run with the Land section of the SIA will inform future landowners of this possible future commitment. Clarification on the streets and future improvements is recommended within the SIA (**Condition #1**).

- e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is located at 1601 St. Andrews (Fire Station #6). The subdivision is located within the ambulance service area of American Medical Response (AMR).
- f. **Schools** –School District #2 provides educational services to elementary through high school students. Bitterroot Elementary is located within easy walking distance at the corner of Wicks Lane across from Lambrecht Lane. The Bitterroot school principle indicated that the student body is currently above the 94% capacity recommended.
- g. **Parks and Recreation** –There are no parkland dedication requirements for minor subdivisions creating only one additional lot.
- h. **Mail Delivery** - The United States Postal Service provides postal service to the subdivision. Individual mail boxes will likely serve the four new lots.

### **3. Effect on the natural environment**

The subject property is entirely surrounded by urban density development. Creation of these lots and subsequent development of additional units on the vacant property should have minimal effects on the natural environment.

### **4. Effect on wildlife and wildlife habitat**

There are no known endangered or threatened species on the property. This subdivision should have a minimal effect on wildlife and wildlife habitat, as it is in the middle of an urbanized area.

### **5. Effect on the public health, safety and welfare**

The subdivision is located in an area with no known natural hazards.

**B. Was an Environmental Assessment required? [(MCA 76-3-603 and BMCC 23-304 (c) (1)]**

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-210, MCA.

**C. Does the subdivision conform to the Yellowstone County-City of Billings 2008 Growth Policy, the Urban Area 2005 Transportation Plan Update and the Heritage Trail Plan? [BMCC 23-304 (c) (3)]**

**1. Yellowstone County-City of Billings 2008 Growth Policy**

The proposed subdivision is consistent with the following goals of the Growth Policy:

- a. Goal: More housing and business choices within each neighborhood (p. 6).
- b. Goal: New developments that are sensitive to and compatible with the character of adjacent City neighborhoods and County townsites (p. 6).
- c. Goal: Contiguous development focused in and around existing population centers separated by open space (p. 6).

**2. Urban Area 2005 Transportation Plan Update**

The proposed subdivision adheres to the goals and objectives of the 2005 Transportation Plan Update and preserves the street network and street hierarchy specified in the plan.

**3. Heritage Trail Plan**

The proposed subdivision lies within the jurisdiction of the Heritage Trail Plan. No trail corridors are identified on the plan within or adjacent to this subdivision.

**D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-304 (c) (4)]**

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and conforms to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

**E. Does the subdivision conform to sanitary requirements? [BMCC 23-304 (c) (5)]**

The subdivision will make use of the Heights Water District water services, the City of Billings' sanitary sewer, and stormwater sewer systems, and the City's solid waste collection and disposal services. All services are approved and regulated by state and federal authorities.

**F. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-304 (c) (6)]**

The subject property is located in the R-60 zoning district. The proposed lots meet the lot size requirements for single- and two-family dwellings, however, the existing shed and carport are proposed to be located on Lot 14B without a dwelling. Since accessory buildings such as garages and sheds like this are not allowed on residential lots without a principle structure (a home), the applicant has submitted an application for a variance from this zoning regulation in order to maintain the shed on its own lot. Proof that this zoning variance was approved by the City Board of Adjustment, or that the shed and carport have either been added to Lot 14C (with the existing home) or been removed shall be provided prior to final plat approval (**Condition #2**). Any future development of the land shall comply with the standards set forth in Section 27-308, BMCC.

**G. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-304 9 (c) (7)]**

There are 8-foot wide utility easements on the plat along the frontage of Mattson Lane and Lambrecht Lane as requested by MDU and NWE. These easements shall also be shown on the final plat.

**H. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-304 9 (c) (8)]**

Legal and physical access is provided to the proposed lots from Mattson Lane and Lambrecht Lane.

**CONCLUSIONS OF FINDING OF FACT**

- The preliminary plat of Mattson Acres Subdivision, Amended Lot 14, does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2008 Growth Policy and does not conflict with the Transportation or Heritage Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

Approved by the Billings City Council, March 8, 2010.

---

Thomas W. Hanel, Mayor

**ATTACHMENT**  
Mayor's Approval Letter

March 9, 2010

Richard E. Chapman  
2743 Windward Circle  
Billings, MT 59105

Dear Applicant:

On March 8, 2010, the Billings City Council conditionally approved the preliminary plat of Mattson Acres Subdivision, Amended Lot 14. The conditions of approval are as follows:

1. To mitigate impacts on local services, Section III.A. (paragraph 3, second sentence) of the Subdivision Improvements Agreement (SIA) shall be amended to state: "Future street improvements, including street widening, curb, gutter and sidewalks, may be done as part of a larger Special Improvement District (SID) project and a waiver of right to protest the creation of future SIDs is being filed with this plat." This same language shall be added as Item B. to Section II. of the SIA.
2. To ensure that the proposed subdivision complies with the zoning in effect, proof that a zoning variance was approved by the City Board of Adjustment to maintain the existing shed on a lot without a house shall be provided prior to final plat approval. If this is unobtainable, the shed and carport shall either be added to Lot 14C (with the existing home) or be removed prior to final plat approval.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Juliet Spalding with the Planning Department at 247-8684 or by email at [spaldingj@ci.billings.mt.us](mailto:spaldingj@ci.billings.mt.us).

Sincerely,

---

Thomas W. Hanel, Mayor

Pc: Scott Swanson, EEC, Inc

**Regular City Council Meeting**

**Consent : 1.L.1.**

**Date: 03/08/2010**

**TITLE: Payment of Claims February 05, 2010.**

Pat M. Weber, Financial

**PRESENTED BY:** Services Manager

**Department:** City Hall Administration

---

**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$927,217.74 have been audited and are presented for your approval for payment. A complete listing of the claims dated February 5, 2010, 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	
02/05/2010	729116	A & I DISTRIBUTORS	16				7,774.28
601-0000-141.00-00	01/13/2010	MP	1879018		07/2010		1,528.12
601-0000-141.00-00	01/13/2010	MP	1879018		07/2010		1,964.49
601-0000-141.00-00	01/13/2010	MP	1879360		07/2010		406.01
150-2112-421.23-10	01/13/2010	MP	1879018	271384	07/2010		27.65
211-3132-433.23-10	01/13/2010	MP	1879018	271384	07/2010		27.65
541-3122-435.23-10	01/13/2010	MP	1879018	271384	07/2010		27.65
601-1553-481.26-50	01/13/2010	MP	1879018	271384	07/2010		.16-
601-1553-481.26-50	01/13/2010	MP	1879360	271384	07/2010		.06-
601-0000-141.00-00	01/19/2010	MP	1881425		07/2010		1,744.49
601-1553-481.26-50	01/19/2010	MP	1881425	271384	07/2010		.31-
211-3134-433.23-10	01/20/2010	FUEL,OIL,GREASE & LUBRICN	1881072	272009	07/2010		61.88
571-7148-713.24-50	01/26/2010	MISC SERVICES	1883458	271384	07/2010		14.58
571-7144-713.23-20	01/28/2010	MP	1879103	271384	07/2010		117.69
601-0000-141.71-41	02/01/2010	MP	1883554		08/2010		1,855.04
571-7144-713.23-20	02/01/2010	MP	1883554	271384	08/2010		.44-
02/05/2010	729120	ACTIVE TRANSPORTATION ALTERNAT	20644				5,667.00
240-4301-419.72-14	02/03/2010	ALT MODES JAN 2010	ALT M JAN 2010	272356	08/2010		5,667.00
02/05/2010	729125	ALPINE PLUMBING & HEATING	102				3,724.00
561-7117-711.24-50	02/01/2010	INVOICE #488430000	488430000	F10478	08/2010		3,724.00
02/05/2010	729128	AMWEST CONTROL INC	9489				5,306.00
512-8430-623.23-60	01/26/2010	ELEC CNTRL PANEL	6466	266416	07/2010		5,306.00
02/05/2010	729136	BEARTOOTH RESOURCE CONSERV	8351				9,136.00
10-1411-414.39-51	01/26/2010	MISC SERVICES	142010	272120	07/2010		9,136.00
02/05/2010	729138	BIG SKY DISASTER RESTORATION	8488				3,435.39
561-7117-711.36-60	02/01/2010	AIRPORT2 CAR WASH FAC. WT	AIRPORT2	F10477	08/2010		3,435.39
02/05/2010	729151	BREMNTAG PACIFIC INC	17236				9,923.04
211-3134-433.47-21	02/04/2010	ROAD/HIGHWAY MATERIAL	BPI963758	272265	08/2010		4,644.04
211-3134-433.47-20	02/04/2010	ROAD/HIGHWAY MATERIAL	BPI963759	272265	08/2010		5,279.00
02/05/2010	729155	CCSIU	18082				2,725.03
718-2160-421.79-10	02/04/2010	MISC SERVICES	9162-9180	272363	08/2010		2,725.03
02/05/2010	729157	COMMUNITY SOLUTIONS INC	18339				10,790.00
248-1263-412.22-90	01/28/2010	BAMDUI DRUG/ALC TESTING	2010-7	272141	07/2010		10,790.00
02/05/2010	729161	COUNTY WATER DISTRICT OF	881				18,661.76
150-2221-422.34-20	02/01/2010	FIRE6/WATER/8910 GALLONS	16118-00 10JAN	267470	08/2010		31.57
512-8500-625.34-20	02/02/2010	MISC SERVICES	1603500 JAN10	272299	08/2010		121.15
805-1570-425.53-50	01/29/2010	MISC SERVICES	1317	272343	07/2010		18,509.04
02/05/2010	729169	EBMS	20398				62,048.42
627-1752-417.35-12	02/03/2010	ADMIN FEES			08/2010		16,587.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
627-1752-417.35-15	02/03/2010		SPECIFIC PREM		08/2010	31,351.27	
627-1752-417.51-61	02/03/2010		CARE LINK FEE		08/2010	7,021.90	
627-1752-417.35-11	02/03/2010		FLEX ADMIN FEE		08/2010	2,070.00	
627-1752-417.35-15	02/03/2010		PRO FEE		08/2010	3,433.50	
627-1752-417.35-13	02/03/2010		SCRIPTS		08/2010	1,584.75	
02/05/2010 729179	FREMONT MOTOR COMPANY	20835				43,953.42	
503-7591-609.94-40	02/01/2010	NONSTOCKING ITEMS-P.U.D.	207623 207622	269715	08/2010	43,953.42	
02/05/2010 729181	GCR COBRE BILLINGS TIRE CENTER	15927				3,141.00	
541-3123-435.23-90	02/04/2010	LOADER AT LANDFILL	5608	272334	08/2010	3,141.00	
02/05/2010 729183	GILLIG CORPORATION	18154				4,111.54	
601-0000-141.71-41	01/29/2010	MP	4590813		07/2010	137.50	
601-0000-141.71-41	01/29/2010	MP	4592565		07/2010	2,231.65	
601-0000-141.71-41	01/29/2010	MP	4594381		07/2010	423.44	
601-0000-141.71-41	01/29/2010	MP	4596106		07/2010	555.24	
601-0000-141.71-41	01/29/2010	MP	4596490		07/2010	119.04	
601-0000-141.71-41	01/29/2010	MP	4597381		07/2010	552.71	
571-7144-713.23-20	01/29/2010	MP	4598021	272219	07/2010	91.96	
02/05/2010 729191	HDR INC	1544				54,136.92	
502-7211-601.35-40	02/02/2010	DRINKING WTR SOURCE STDY	156669-H	258046	08/2010	5,699.23	
502-7211-601.35-40	02/02/2010	DIRNKING WTR SOURCE STDY	164639-H	258046	08/2010	4,348.99	
416-7493-603.93-40	02/03/2010	WO0622 L-STRUCTURE	164638-H	254914	08/2010	3,016.13	
421-8493-623.93-40	02/03/2010	WO0822 WWTP DISINFECTION	11	263835	08/2010	41,072.57	
02/05/2010 729198	JOHNSON LANE MATERIALS	15449				3,730.46	
541-3123-435.22-90	02/03/2010	GRAVEL AT LANDFILL	12788	272260	08/2010	3,730.46	
02/05/2010 729200	JTL GROUP INC DBA KNIFE RIVER	2417				6,118.74	
211-3134-433.45-20	02/04/2010	ROAD/HIGHWAY MATERIAL	196949	272262	08/2010	1,333.69	
211-3134-433.45-20	02/04/2010	ROAD/HIGHWAY MATERIAL	196962	272262	08/2010	625.32	
211-3134-433.45-20	02/04/2010	ROAD/HIGHWAY MATERIAL	197088	272262	08/2010	1,449.36	
211-3134-433.45-20	02/04/2010	ROAD/HIGHWAY MATERIAL	197238	272262	08/2010	613.36	
211-3134-433.45-20	02/04/2010	ROAD/HIGHWAY MATERIAL	197352	272262	08/2010	188.05	
211-3134-433.45-20	02/04/2010	ROAD/HIGHWAY MATERIAL	197502	272262	08/2010	1,908.96	
02/05/2010 729218	MEAD & HUNT INC	18304				5,500.35	
405-7125-711.96-89	02/02/2010	MISC SERVICES	215219	251053	08/2010	5,500.35	
02/05/2010 729225	MONTANA DAKOTA UTILITIES CO	2492				57,110.78	
502-7400-603.34-40	02/05/2010	PUD	04571122		08/2010	359.38	
512-8500-625.34-40	02/05/2010	PUD	04695121		08/2010	11.05	
512-8400-623.34-40	02/05/2010	PUD	07555321	25%	08/2010	11,396.49	
512-8400-623.34-40	02/05/2010	PUD	07555321	50%	08/2010	22,792.99	
512-8400-623.34-40	02/05/2010	PUD	07555321	25%	08/2010	11,396.49	
502-7400-603.34-40	02/05/2010	PUD	08156221		08/2010	3,210.30	
502-7400-603.34-40	02/05/2010	PUD	08156322	50%	08/2010	317.45	
502-7400-603.34-40	02/05/2010	PUD	08156322	50%	08/2010	317.44	

PROGRAM: GM350L

MINIMUM AMOUNT: 2,500.00

CITY OF BILLINGS

FROM 02/05/2010 TO 02/05/2010

BANK CODE

00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
502-7400-603.34-40	02/05/2010	PUD	08156421	08/2010 410.54
502-7400-603.34-40	02/05/2010	PUD	08156521	08/2010 422.19
502-7400-603.34-40	02/05/2010	PUD	08156621	08/2010 1,168.10
502-7400-603.34-40	02/05/2010	PUD	08156721	08/2010 363.24
502-7400-603.34-40	02/05/2010	PUD	08156821	08/2010 42.36
502-7400-603.34-40	02/05/2010	PUD	08156922	08/2010 393.91
502-7314-602.34-40	02/05/2010	PUD	08157021 50%	08/2010 750.56
512-8314-622.34-40	02/05/2010	PUD	08157021 50%	08/2010 750.56
502-7314-602.34-40	02/05/2010	PUD	08157121 50%	08/2010 725.32
512-8314-622.34-40	02/05/2010	PUD	08157121 50%	08/2010 725.31
502-7400-603.34-40	02/05/2010	PUD	08157221	08/2010 68.56
502-7400-603.34-40	02/05/2010	PUD	08157322	08/2010 64.73
512-8400-623.34-40	02/05/2010	PUD	08510222	08/2010 17.97
10-5141-436.34-40	02/05/2010	CEMETERY	08543421	08/2010 140.28
10-5141-436.34-40	02/05/2010	CEMETERY	08543521	08/2010 472.32
502-7400-603.34-40	02/05/2010	PUD	08683522	08/2010 166.08
10-5112-452.34-40	02/05/2010	PARKS	08767921	08/2010 114.19
502-7400-603.34-40	02/05/2010	CSD	31563202	08/2010 163.80
502-7400-603.34-40	02/05/2010	CSD	31563302	08/2010 304.42
10-5126-451.34-40	02/05/2010	PARKS & REC	34329601	08/2010 22.05
512-8500-625.34-40	02/05/2010	PUD LIFT STATION	36738301	08/2010 22.70
02/05/2010	729226	MONTANA MUNICIPAL INTERLOCAL	20725	19,624.71
630-1753-485.73-11	02/03/2010	MISC SERVICES	110003	272331 08/2010 19,624.71
02/05/2010	729231	MORRISON MAIERLE INC	2572	156,471.87
503-0000-201.10-00	02/03/2010	WO0801 2008 WTR/SWR REHAB	RET RELEASE	252779 07/2010 38,119.13
513-0000-201.10-00	02/03/2010	WO0801 2008 WTR/SWR REHAB	RET RELEASE	252779 07/2010 24,533.37
513-0000-201.10-00	02/03/2010	WO0801 2008 WTR/SWR REHAB	RET RELEASE	252779 07/2010 5,399.34
503-7591-609.93-40	02/03/2010	WO0801 2008 WTR/SWR REHAB	107045/PYMT 26	252779 08/2010 12,004.45
513-8591-625.93-40	02/03/2010	WO0801 2008 WTR/SWR REHAB	107045/PYMT 26	252779 08/2010 10,454.78
205-3131-433.93-10	02/03/2010	WO0210 BENCH CONNECTION	4	265562 08/2010 1,334.36
503-7591-609.93-40	02/03/2010	WO1001 WTR&SWR REPLACMNT	5	268044 08/2010 32,313.22
513-8591-625.93-40	02/03/2010	WO1001 WTR&SWR REPLACMNT	5	268044 08/2010 32,313.22
02/05/2010	729238	NAPA AUTO PARTS	2632	2,763.37
601-0000-141.00-00	01/28/2010	MP	62153	07/2010 188.37
502-7500-609.23-20	01/28/2010	MP	60540	272206 07/2010 90.19
10-5112-452.23-20	01/28/2010	MP	62937	272206 07/2010 69.98
502-7500-609.23-20	01/28/2010	MP	62937	272206 07/2010 164.16
601-0000-141.00-00	01/29/2010	MP	68960	07/2010 30.38
601-0000-141.00-00	01/29/2010	MP	70388	07/2010 217.70
601-0000-141.71-41	01/31/2010	MP	68617	07/2010 84.89
601-0000-141.00-00	01/31/2010	MP	69903	07/2010 185.73
601-0000-141.00-00	01/31/2010	MP	69903	07/2010 45.37
601-0000-141.00-00	01/31/2010	MP	69903	07/2010 64.68
601-0000-141.00-00	01/31/2010	MP	69988	07/2010 31.45
601-0000-141.00-00	01/31/2010	MP	70317	07/2010 1.57
601-0000-141.00-00	01/31/2010	MP	70691	07/2010 4.40
601-0000-141.00-00	01/31/2010	MP	68106	07/2010 88.74

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
601-0000-141.00-00	01/31/2010	MP	68106	07/2010 306.98
601-0000-141.00-00	01/31/2010	MP	68106	07/2010 21.15
601-0000-141.00-00	01/31/2010	MP	68106	07/2010 32.92
601-0000-141.00-00	01/31/2010	MP	68818	07/2010 51.36
601-0000-141.00-00	01/31/2010	MP	63403	07/2010 35.53
601-0000-141.00-00	01/31/2010	MP	65347	07/2010 18.70
601-0000-141.00-00	01/31/2010	MP	65450	07/2010 101.35
601-0000-141.71-41	02/01/2010	MP	73427	08/2010 19.80
601-0000-141.00-00	02/01/2010	MP	74103	08/2010 43.30
150-2112-421.23-20	02/01/2010	MP	72277	272263 08/2010 232.98
571-7147-713.26-30	02/01/2010	MP	73151	272263 08/2010 12.29
211-3134-433.23-20	01/31/2010	MP	70692	272235 07/2010 4.22
211-3132-433.23-20	01/31/2010	MP	68167	272236 07/2010 23.11
541-3122-435.23-20	01/31/2010	MP	68295	272236 07/2010 35.26
541-3122-435.23-20	01/31/2010	MP	68301	272236 07/2010 4.69
521-1523-493.23-20	01/31/2010	MP	68902	272236 07/2010 297.28
10-5112-452.23-20	01/31/2010	MP	62424	272237 07/2010 10.99
541-3122-435.23-20	01/31/2010	MP	62595	272237 07/2010 20.20
601-1553-481.26-50	01/31/2010	MP	62831	272237 07/2010 19.90
521-1522-493.23-20	01/31/2010	MP	63403	272237 07/2010 11.78
150-2112-421.23-20	01/31/2010	MP	63727	272237 07/2010 6.93
502-7312-602.23-20	01/31/2010	MP	65317	272237 07/2010 15.95
150-2231-422.23-20	01/31/2010	MP	65343	272237 07/2010 11.87
150-2231-422.23-20	01/31/2010	MP	65347	272237 07/2010 99.96
211-3132-433.23-20	01/31/2010	MP	65559	272237 07/2010 1.37
512-8500-625.23-20	01/31/2010	MP	65559	272237 07/2010 22.18
601-1553-481.26-50	01/31/2010	MP	66697	272237 07/2010 10.00
150-2226-422.23-20	01/31/2010	MP	68616	272237 07/2010 19.70
211-3134-433.23-20	01/31/2010	MP	68616	272237 07/2010 4.01
02/05/2010 729240	NEXTX COMMUNICATIONS INC	20952		6,000.00
260-5518-455.36-90	01/29/2010	NETWORK IMPROVEMENTS	819	F10467 07/2010 6,000.00
02/05/2010 729241	NLE	19552		3,821.51
260-5518-455.36-90	01/29/2010	SERVICE CONTRACT RENEWAL	35378	F10468 07/2010 888.00
260-5518-455.29-25	01/29/2010	HARDWARE	35378	F10468 07/2010 2,720.00
260-5518-455.36-90	01/29/2010	FINANCE CHARGE	35378	F10468 07/2010 213.51
02/05/2010 729245	NORTHWEST INDUSTRIAL	2755		3,279.89
502-7312-602.24-10	01/05/2010	NONSTOCKING ITEMS-P.U.D.	1409855	271390 07/2010 30.60
512-8314-622.24-50	01/06/2010	NONSTOCKING ITEMS-P.U.D.	1409948	271390 07/2010 2.71
502-0000-141.00-00	01/08/2010	WATER PARTS AND SUPPLIES	1410029	07/2010 434.32
502-7500-609.24-10	01/08/2010	NONSTOCKING ITEMS-P.U.D.	1409788	271390 07/2010 11.06
211-3132-433.26-30	01/12/2010	MISC SERVICES	1409880	271390 07/2010 581.22
211-3132-433.26-30	01/12/2010	MISC SERVICES	1409886	271390 07/2010 120.56
502-7400-603.24-50	01/12/2010	NONSTOCKING ITEMS-P.U.D.	1409982	271390 07/2010 145.36
502-7400-603.24-50	01/12/2010	NONSTOCKING ITEMS-P.U.D.	1410030	271390 07/2010 127.94
211-3136-433.24-30	01/12/2010	MISC SERVICES	1410082	271390 07/2010 64.61
502-0000-141.00-00	01/13/2010	WATER PARTS AND SUPPLIES	1407867	07/2010 100.80
502-0000-141.00-00	01/13/2010	WATER PARTS AND SUPPLIES	14100291	07/2010 237.40

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
502-7500-609.24-10	01/13/2010	NONSTOCKING ITEMS-P.U.D.	1410142	271390 07/2010 9.00
502-0000-141.00-00	01/14/2010	WATER PARTS AND SUPPLIES	14077264	07/2010 42.68
512-8400-623.24-50	01/14/2010	NONSTOCKING ITEMS-P.U.D.	1409272	271390 07/2010 29.60
502-7400-603.23-60	01/15/2010	NONSTOCKING ITEMS-P.U.D.	1410174	271390 07/2010 60.14
512-8400-623.24-50	01/15/2010	NONSTOCKING ITEMS-P.U.D.	1410215	271390 07/2010 15.32
502-7500-609.24-10	01/15/2010	NONSTOCKING ITEMS-P.U.D.	1410290	271390 07/2010 42.56
502-7500-609.24-10	01/20/2010	NONSTOCKING ITEMS-P.U.D.	1410437	271390 07/2010 22.86
502-7312-602.24-10	01/20/2010	NONSTOCKING ITEMS-P.U.D.	1410446	271390 07/2010 211.37
541-3123-435.24-10	01/21/2010	MISC SUPPLIES CLARENCE	1410469	271390 07/2010 609.25
512-8500-625.21-20	01/22/2010	NONSTOCKING ITEMS-P.U.D.	1410419	271390 07/2010 74.45
502-7500-609.24-10	01/26/2010	NONSTOCKING ITEMS-P.U.D.	1410306	271390 07/2010 15.68
502-7500-609.24-10	01/27/2010	NONSTOCKING ITEMS-P.U.D.	1410664	271390 07/2010 25.43
502-7400-603.24-50	01/27/2010	NONSTOCKING ITEMS-P.U.D.	1410675	271390 07/2010 120.90
571-7144-713.23-20	01/28/2010	MP	1410229	271390 07/2010 19.86
502-7500-609.24-10	01/28/2010	NONSTOCKING ITEMS-P.U.D.	1410700	271390 07/2010 45.67
502-7400-603.24-50	01/29/2010	NONSTOCKING ITEMS-P.U.D.	1410767	271390 07/2010 78.54
02/05/2010	729251	NORTHWESTERN ENERGY	15771	48,381.80
150-2221-422.34-10	02/01/2010	FIRE6/ELEC/3200 KWH USED	0100477-9 10JAN	267864 08/2010 429.65
260-5512-455.34-10	01/29/2010	ELECTRIC CHARGES	0100467 JAN 10	F10463 07/2010 6,926.78
502-7400-603.34-10	02/02/2010	MISC SERVICES	01004787 JAN10	271612 08/2010 492.15
561-7112-711.34-10	02/01/2010	0100482-9	020110	F10483 08/2010 33,370.84
561-7113-711.34-10	02/05/2010	NW AVIATION/TRAN	07125339	08/2010 93.89
561-7113-711.34-10	02/05/2010	NW AVIATION/TRAN	07125347	08/2010 13.73
561-7113-711.34-10	02/05/2010	NW AVIATION/TRAN	07125354	08/2010 200.44
561-7113-711.34-10	02/05/2010	NW AVIATION/TRAN	07127913	08/2010 39.47
561-7113-711.34-10	02/05/2010	NW AVIATION/TRAN	07127954	08/2010 44.15
561-7113-711.34-10	02/05/2010	NW AVIATION/TRAN	07127970	08/2010 33.58
561-7117-711.34-10	02/05/2010	NW AVIATION/TRAN	07128051	08/2010 12.05
561-7113-711.34-10	02/05/2010	NW AVIATION/TRAN	07128135	08/2010 7.21
561-7113-711.34-10	02/05/2010	NW AVIATION/TRAN	07195431	08/2010 1,949.21
561-7113-711.34-10	02/05/2010	NW AVIATION/TRAN	07197593	08/2010 38.80
561-7113-711.34-10	02/05/2010	NW AVIATION/TRAN	07197601	08/2010 31.65
561-7113-711.34-10	02/05/2010	NW AVIATION/TRAN	07197619	08/2010 44.83
561-7113-711.34-10	02/05/2010	NW AVIATION/TRAN	07197627	08/2010 44.06
561-7113-711.34-10	02/05/2010	NW AVIATION/TRAN	07202963	08/2010 30.21
10-5141-436.34-10	02/05/2010	NW PARK/REC/PL	07125396	08/2010 51.69
10-5126-451.34-10	02/05/2010	NW PARK/REC/PL	07208416	08/2010 65.16
502-7400-603.34-10	02/05/2010	NW PUD-WATER TREAT	07222490	08/2010 2.45
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07222532	08/2010 14.44
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07222565	08/2010 182.40
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07222581	08/2010 1.52
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07222599	08/2010 14.53
502-7400-603.34-10	02/05/2010	NW PUD-WATER TREAT	07222706	08/2010 1,658.56
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	50% 07222722	60% 08/2010 8.20
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	50% 07222722	40% 08/2010 5.46
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07222730	08/2010 77.45
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07222748	08/2010 10.63
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07222755	08/2010 89.66
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07222771	08/2010 32.54

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07222789	08/2010 27.29
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07222797	08/2010 13.73
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07222805	08/2010 14.44
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07222813	08/2010 14.44
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07222839	08/2010 14.44
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07222847	08/2010 14.44
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07228083	08/2010 13.73
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07228521	08/2010 9.51
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07228620	08/2010 16.19
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07229016	08/2010 206.75
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07229768	08/2010 8.35
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07229958	08/2010 139.19
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07230055	08/2010 70.72
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07230253	08/2010 14.44
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07230469	08/2010 7.20
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07230493	08/2010 7.20
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07230535	08/2010 17.64
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07230642	08/2010 23.80
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07230659	08/2010 23.80
512-8500-625.34-10	02/05/2010	NW Parks	07233836	08/2010 116.66
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07233844	08/2010 14.44
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07233851	08/2010 1.26
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07233869	08/2010 1.26
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07233877	08/2010 1.26
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07233885	08/2010 1.26
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07233919	60% 08/2010 4.33
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07233919	40% 08/2010 2.88
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07233927	08/2010 1.26
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07233935	08/2010 7.68
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07233943	08/2010 14.44
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07233950	08/2010 14.44
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07233968	08/2010 14.44
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07233976	08/2010 14.44
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07233984	08/2010 14.44
512-8500-625.34-10	02/05/2010	NW PUD-WASTE WATER	07234040	08/2010 763.40
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07238355	08/2010 14.44
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07238363	08/2010 16.19
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07238405	08/2010 7.21
512-8500-625.34-10	02/05/2010	NW PUD-WASTE WATER	07238785	08/2010 212.09
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07238793	08/2010 11.18
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07238835	08/2010 7.68
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07238843	08/2010 57.59
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	07238850	08/2010 7.77
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	07238876	08/2010 23.85
10-5112-452.34-10	02/05/2010	NW PARK/REC/PL	09208018	08/2010 7.20
872-5198-452.34-10	02/05/2010	NW PARK/REC/PL	09718248	08/2010 .67
10-5129-451.34-10	02/05/2010	NW FIRE	09998071	08/2010 7.21
607-2235-486.34-10	02/05/2010	NW FIRE	10069151	08/2010 129.62
10-5112-452.34-10	02/05/2010	NW Parks	11565272	08/2010 7.21
10-5112-452.34-10	02/05/2010	NW	12300661	08/2010 13.78

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
872-5198-452.34-10	02/05/2010	NW	13127071	08/2010 .49
872-5198-452.34-10	02/05/2010	NW	15138001	08/2010 29.54
872-5198-452.34-10	02/05/2010	NW	15138027	08/2010 40.62
872-5198-452.34-10	02/05/2010	NW	15138043	08/2010 15.52
872-5198-452.34-10	02/05/2010	PARKS	15642093	08/2010 7.89
10-5141-436.34-10	02/05/2010	CEMETERY	16352890	08/2010 18.25
10-5112-452.34-10	02/05/2010	PARKS 1	16926669	08/2010 .56
512-8500-625.34-10	02/05/2010	SEWER LIFTSTATION C	17040254	08/2010 28.86
512-8500-625.34-10	02/05/2010	WWTP	17040304	08/2010 30.79
211-3136-433.34-10	02/05/2010	STREETS/TRAFFIC	17389891	08/2010 18.18
211-3133-433.34-10	02/05/2010	STREETS/TRAFFIC	17978289	08/2010 4.83
02/05/2010	729253	OSTERMILLER CONST	2839	18,810.66
210-5151-452.93-90	02/03/2010	WO0824 BROADWTR CROSSING	PYMT#2	265231 08/2010 16,286.28
490-5161-452.93-70	02/03/2010	WO0824 BROADWTR CROSSING	PYMT#2	265231 08/2010 2,524.38
02/05/2010	729260	PUBLIC UTILITIES	5022	128,017.68
561-7110-711.34-20	02/05/2010	1901 AIRPORT TERM CIR	68407759	08/2010 3,476.34
805-1570-425.53-50	02/05/2010	4430 HI-LINE DR	6712510003200	08/2010 123,888.98
512-8500-625.34-20	02/05/2010	4430 HI-LINE DR	671274846	08/2010 98.65
211-3134-433.34-20	02/05/2010	4430 HI-LINE DR	671294847	08/2010 41.64
512-8500-625.34-20	02/05/2010	2229 BLUE CREEK RD	13670319854	08/2010 9.24
521-1591-493.34-20	02/05/2010		557613730	08/2010 158.90
521-1594-493.34-20	02/05/2010		559313474	08/2010 343.93
02/05/2010	729264	QWEST INTERPRISE NETWORKING	15061	13,452.00
225-2232-422.34-50	02/01/2010	YRS/911/TELE MAINT/2011	100057915 911	272211 08/2010 13,452.00
02/05/2010	729265	RAPELJE GRAIN COMPANY	8931	7,059.08
211-3134-433.47-21	02/04/2010	ROAD/HIGHWAY MATERIAL	128500	272264 08/2010 7,059.08
02/05/2010	729270	RICH & ASSOCIATES CONSULTING I	20732	19,143.43
414-1519-493.35-90	02/02/2010	PAYMENT 2 INVOICE 3	5479	271808 08/2010 19,143.43
02/05/2010	729271	RIMROCK FOUNDATION	3210	11,007.89
248-1263-412.35-90	01/28/2010	IOP COUNSELORS - NOV/DEC	2010-7	272154 07/2010 11,007.89
02/05/2010	729272	RIVERSTONE HEALTH	20210	11,250.00
10-1411-414.39-31	02/03/2010	MISC SERVICES	1292010	272332 08/2010 11,250.00
02/05/2010	729274	SANDERSON STEWART	20446	16,307.59
463-3161-431.93-10	02/03/2010	SID1389 CLUBHOUSE WAY	30571/PYMT#2	271377 08/2010 16,307.59
02/05/2010	729283	ST VINCENT OCCUPATIONAL HEALTH	3535	5,209.76
10-1253-412.35-75	02/02/2010	MISC SERVICES	18742/18447	272313 08/2010 40.00
10-1750-417.35-72	02/02/2010	MISC SERVICES	18742/18447	272313 08/2010 1,025.00
10-5125-451.22-50	02/02/2010	MISC SERVICES	18742/18447	272313 08/2010 25.00
150-2112-421.35-10	02/02/2010	MISC SERVICES	18742/18447	272313 08/2010 120.00
150-2171-441.35-10	02/02/2010	MISC SERVICES	18742/18447	272313 08/2010 505.00
150-2224-422.35-10	02/02/2010	MISC SERVICES	18742/18447	272313 08/2010 1,452.25

PROGRAM: GM350L  
CITY OF BILLINGS

MINIMUM AMOUNT: 2,500.00  
FROM 02/05/2010 TO 02/05/2010

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
150-2225-422.35-10	02/02/2010	MISC SERVICES	18742/18447	272313	08/2010	60.00	
211-3131-433.22-60	02/02/2010	MISC SERVICES	18742/18447	272313	08/2010	245.00	
502-7400-603.35-10	02/02/2010	MISC SERVICES	18742/18447	272313	08/2010	70.00	
512-8400-623.35-10	02/02/2010	MISC SERVICES	18742/18447	272313	08/2010	35.00	
541-3121-435.35-10	02/02/2010	MISC SERVICES	18742/18447	272313	08/2010	420.00	
561-7113-711.35-10	02/02/2010	MISC SERVICES	18742/18447	272313	08/2010	70.00	
571-7142-713.35-10	02/02/2010	MISC SERVICES	18742/18447	272313	08/2010	240.00	
627-1752-417.51-60	02/02/2010	MISC SERVICES	18742/18447	272313	08/2010	680.00	
10-1750-417.35-72	02/03/2010	MISC SERVICES	19140	272328	08/2010	222.51	
02/05/2010	729293	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			28,099.28	
561-7113-711.23-10	02/01/2010	INVOICE #70298	70298	F10485	08/2010	13,865.39	
601-0000-141.00-00	02/03/2010	MP	83456		08/2010	7,011.54	
601-0000-141.71-41	02/03/2010	MP	83513		08/2010	4,675.14	
150-2226-422.23-10	02/03/2010	FIRE3/DIESEL/190 GALLONS	83446 FIRE3	267496	08/2010	401.35	
150-2226-422.23-10	02/03/2010	FIRE1/FUEL/1-29-2010	83447 FIRE1	267496	08/2010	1,512.12	
150-2226-422.23-10	02/03/2010	FIRE6/DIESEL/300 GALLONS	83449 FIRE6	267496	08/2010	633.74	
02/05/2010	729305	VERIZON WIRELESS	14490			14,831.98	
150-2170-441.34-50	01/29/2010	VERIZON WSCA JAN 2010	AN SHELTER MDT		07/2010	225.05	
209-4451-428.34-50	01/29/2010	VERIZON WSCA JAN 2010	BUILDING AIR		07/2010	31.93	
717-2166-421.34-50	01/29/2010	VERIZON WSCA JAN 2010	CCSIU AIR CARD		07/2010	565.06	
150-2221-422.34-50	01/29/2010	VERIZON WSCA JAN 2010	FIRE DEPT AIR C		07/2010	45.01	
150-2221-422.34-50	01/29/2010	VERIZON WSCA JAN 2010	FIRE MDT		07/2010	585.17	
620-1911-482.34-50	01/29/2010	VERIZON WSCA JAN 2010	ITD AIR CARD		07/2010	78.72	
260-5517-455.34-50	01/29/2010	VERIZON WSCA JAN 2010	LIBRARYOUTREACH		07/2010	135.03	
150-2111-421.34-50	01/29/2010	VERIZON WSCA JAN 2010	POLICE AIR CARD		07/2010	45.01	
150-2111-421.34-50	01/29/2010	VERIZON WSCA JAN 2010	POLICE MDT		07/2010	3,511.02	
150-2111-421.34-50	01/29/2010	VERIZON WSCA JAN 2010	POLICE USM MDT		07/2010	171.94	
502-7500-609.34-50	01/29/2010	VERIZON WSCA JAN 2010	PUD AIR CARD		07/2010	45.01	
561-7110-711.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	AIRPORT		07/2010	421.37	
150-2170-441.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	ANIMAL SHELTER		07/2010	142.95	
717-2166-421.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	CCSIU		07/2010	71.87	
10-1313-413.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	CITY ADMIN		07/2010	57.36	
10-1611-416.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	LEGAL		07/2010	33.77	
150-2225-422.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	COMM CENTER 911		07/2010	52.32	
650-1565-487.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	FACILITIES BOC		07/2010	55.07	
650-1567-487.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	FACILITIES CH		07/2010	92.07	
10-1512-415.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	FINANCE PAT		07/2010	73.06	
150-2221-422.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	FIRE DEPT		07/2010	579.21	
10-1750-417.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	HUMAN RESOURCES		07/2010	42.44	
620-1913-482.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	ITD GIS		07/2010	12.87	
620-1911-482.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	ITD		07/2010	156.90	
260-5517-455.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	LIBRARYOUTREACH		07/2010	25.74	
260-5512-455.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	LIBRARY		07/2010	143.14	
10-1100-411.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	MAYOR		07/2010	55.28	
601-1550-481.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	MOTOR POOL		07/2010	58.06	
10-1220-412.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	DRUG COURT		07/2010	152.50	
10-1212-412.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	MUNI JUDGE		07/2010	135.87	
240-4301-419.34-50	02/01/2010	VERIZON WIRELESS JAN 2010	PLANNING		07/2010	12.87	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
150-2111-421.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	POLICE	07/2010	2,998.30
251-2186-421.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	POLICE FORENSIC	07/2010	59.54
249-2196-421.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	698 1391 DV	07/2010	22.45
521-1521-493.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	PARKING	07/2010	362.66-
10-5110-453.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	PRPL ADM	07/2010	64.66
10-5121-451.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	PRPL-RECREATION	07/2010	87.73
10-5140-436.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	CEMETERY	07/2010	104.87
10-5112-452.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	PARKS PMD	07/2010	43.17
10-5112-452.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	PARKS	07/2010	460.18-
10-5112-452.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	PARKS IRRIGATION	07/2010	118.82
10-1543-415.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	PURCHASING	07/2010	67.34
660-3110-431.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	PW ADM	07/2010	122.78
209-4451-428.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	BUILDING	07/2010	182.99
670-3141-489.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	ENGINEERING	07/2010	447.90
541-3121-435.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	SOLID WASTE	07/2010	45.04
211-3131-433.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	STREET/TRAFFIC	07/2010	418.68
541-3123-435.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	SW ON CALL	07/2010	69.80
502-7700-611.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	PUD ENVIRN 1/2	07/2010	19.08
512-8700-628.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	PUD ENVIRN 1/2	07/2010	19.09
502-7400-603.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	WATER TREATMENT	07/2010	607.25
502-7500-609.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	WATER SYSTEMS	07/2010	381.70
512-8500-625.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	WASTEWATER SYS	07/2010	508.26
502-7312-602.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	PWBLKNP MTRSHOP	07/2010	429.60
502-7314-602.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	PWBLKNP STORES	07/2010	102.78
502-7311-602.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	PWBLKNP OFFICE	07/2010	84.35
512-8400-623.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	WASTEWATER TREA	07/2010	503.39
606-1931-484.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	TELECOMM SYS	07/2010	23.45
571-7142-713.31-60	02/01/2010	VERIZON WIRELESS	JAN 2010	ON-CALL MET	07/2010	90.23
571-7141-713.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	MET TRANSIT	07/2010	50.38
10-4321-419.34-50	02/01/2010	VERIZON WIRELESS	JAN 2010	CODE ENFORCMENT	07/2010	167.52
02/05/2010	729316	YELLOWSTONE VALLEY ANIMAL SHEL	20525			19,627.67
150-2170-441.39-90	01/29/2010	ANIMAL CARE CONTRACT		12-22/1-21-2010	272208 07/2010	19,627.67
DATE RANGE TOTAL *						850,154.30 *

**Regular City Council Meeting**

**Consent : 1.L.2.**

**Date: 03/08/2010**

**TITLE: Payment of Claims February 12, 2010.**

Pat M. Weber, Financial

**PRESENTED BY:** Services Manager

**Department:** City Hall Administration

---

**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$550,780.26 have been audited and are presented for your approval for payment. A complete listing of the claims dated February 12, 2010, 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	
02/12/2010	729323	ACORN TECHNOLOGIES LLC	821			2,553.00	
150-2112-421.24-40	02/09/2010	MISC SERVICES	1001-0101	272488	08/2010	2,500.00	
150-2112-421.23-20	02/09/2010	MP	1001-0115	272494	08/2010	53.00	
02/12/2010	729329	ALLEGRA PRINT & IMAGING	17650			4,981.79	
271-6710-464.35-81	02/09/2010	MISC SERVICES	78627	272404	08/2010	4,981.79	
02/12/2010	729340	BILLINGS GAZETTE	420			9,188.99	
240-4301-419.31-10	02/09/2010	PLANNING	JANUARY 2010		08/2010	222.30	
10-5121-451.32-10	02/09/2010	PARKS	JANUARY 2010		08/2010	1,779.46	
10-5121-451.32-10	02/09/2010	RECREATION	JANUARY 2010		08/2010	2,355.48	
260-5511-455.33-60	02/09/2010	LIBRARY	JANUARY 2010		08/2010	400.00	
10-1411-414.31-10	02/09/2010	ONLINE BANNER	JANUARY 2010		08/2010	565.71	
541-3121-435.33-65	02/09/2010	SW X-MAS TREE REMOVAL	JANUARY 2010		08/2010	573.89	
541-3122-435.33-70	02/09/2010	SOLID WASTE	JANUARY 2010		08/2010	1,242.03	
10-5140-436.33-10	02/09/2010	CEMETERY	JANUARY 2010		08/2010	281.09	
561-7110-711.32-10	02/10/2010	AIRPORT	JANUARY 2010		08/2010	427.54	
10-1750-417.33-70	02/10/2010	HR/ADMINISTRATION	JANUARY 2010		08/2010	1,115.54	
541-3122-435.33-70	02/10/2010	SOLID WASTE	JANUARY 2010		08/2010	225.95	
02/12/2010	729344	BLACK BOX NETWORK SERVICES	19541			3,182.51	
620-1911-482.34-52	02/09/2010	MISC SERVICES	2152045	271622	08/2010	3,153.76	
606-1931-484.35-53	02/10/2010	MISC SERVICES	2155106	272499	08/2010	28.75	
02/12/2010	729347	BORDER STATES ELECTRIC	509			5,413.85	
512-8400-623.23-60	01/07/2010	NONSTOCKING ITEMS-P.U.D.	900324623	271386	07/2010	31.19	
211-0000-141.31-83	01/12/2010	STREET LIGHTS	900329454		07/2010	8.31	
502-7400-603.23-60	01/12/2010	NONSTOCKING ITEMS-P.U.D.	900339665	271386	07/2010	1,179.00	
502-7400-603.23-60	01/12/2010	NONSTOCKING ITEMS-P.U.D.	900339741	271386	07/2010	66.62	
211-3136-433.24-30	01/12/2010	TOOLS,HAND (NOT CLASSED)	900354740	271386	07/2010	14.57	
512-8400-623.23-60	01/14/2010	NONSTOCKING ITEMS-P.U.D.	900330132	271386	07/2010	15.70	
512-8400-623.23-60	01/14/2010	NONSTOCKING ITEMS-P.U.D.	900349259	271386	07/2010	137.20	
512-8400-623.23-60	01/14/2010	NONSTOCKING ITEMS-P.U.D.	900349277	271386	07/2010	160.07	
512-8400-623.23-60	01/15/2010	NONSTOCKING ITEMS-P.U.D.	900360367	271386	07/2010	343.13	
502-7400-603.23-60	01/15/2010	NONSTOCKING ITEMS-P.U.D.	900361115	271386	07/2010	56.37	
502-7400-603.23-60	01/15/2010	NONSTOCKING ITEMS-P.U.D.	900361128	271386	07/2010	111.60	
502-0000-141.00-00	01/22/2010	WATER PARTS AND SUPPLIES	900391899		07/2010	124.89	
512-8400-623.23-60	01/22/2010	NONSTOCKING ITEMS-P.U.D.	900370652	271386	07/2010	8.04	
512-8400-623.23-60	01/22/2010	NONSTOCKING ITEMS-P.U.D.	900385965	271386	07/2010	211.51	
502-7400-603.23-60	01/22/2010	NONSTOCKING ITEMS-P.U.D.	900386501	271386	07/2010	666.20	
512-8400-623.23-60	01/26/2010	NONSTOCKING ITEMS-P.U.D.	900398145	271386	07/2010	8.58	
512-8314-622.24-50	01/28/2010	NONSTOCKING ITEMS-P.U.D.	900417383	271386	07/2010	37.08	
571-7143-713.24-50	02/02/2010	MISC SERVICES	900423060	271386	08/2010	39.90	
502-7400-603.23-60	02/08/2010	NONSTOCKING ITEMS-P.U.D.	900393770	271386	08/2010	83.93	
512-8400-623.23-60	02/08/2010	NONSTOCKING ITEMS-P.U.D.	900399085	271386	08/2010	1,767.84	
502-7400-603.23-60	02/08/2010	NONSTOCKING ITEMS-P.U.D.	900413530	271386	08/2010	342.12	
02/12/2010	729348	BOYS & GIRLS CLUB	8521			3,300.00	
293-6566-463.72-75	02/09/2010	MISC SERVICES	FY08 FINAL	272415	08/2010	3,300.00	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
02/12/2010	729349	BRENNTAG PACIFIC INC	17236			20,514.02	
211-3134-433.47-21	02/09/2010	ROAD/HIGHWAY MATERIAL	BPI965588	272431	08/2010	3,353.80	
211-3134-433.47-21	02/09/2010	ROAD/HIGHWAY MATERIAL	BPI965589	272431	08/2010	4,457.16	
211-3134-433.47-21	02/09/2010	ROAD/HIGHWAY MATERIAL	BPI967126	272431	08/2010	4,009.16	
211-3134-433.47-21	02/10/2010	ROAD/HIGHWAY MATERIAL	BPI967557	272465	08/2010	3,220.68	
211-3134-433.47-20	02/10/2010	ROAD/HIGHWAY MATERIAL	BPI967558	272465	08/2010	5,473.22	
02/12/2010	729355	CALHOUN JACK H	16449			3,237.95	
10-1611-416.35-60	02/10/2010	BFD ARBITRATION	MARTIN REPRIMAN	272421	08/2010	3,237.95	
02/12/2010	729366	CSG SYSTEMS INC	20870			15,464.85	
502-7311-602.31-10	02/02/2010	MISC SERVICES	62618	272287	08/2010	5,667.86	
502-7311-602.31-11	02/02/2010	MISC SERVICES	62618	272287	08/2010	2,064.56	
512-8311-622.31-10	02/02/2010	MISC SERVICES	62618	272287	08/2010	5,667.87	
512-8311-622.31-11	02/02/2010	MISC SERVICES	62618	272287	08/2010	2,064.56	
02/12/2010	729367	CTA ARCHITECTS	920			13,849.00	
407-7128-711.94-97	02/09/2010	MISC SERVICES	81073	262835	08/2010	900.00	
562-7120-711.93-10	02/09/2010	MISC SERVICES	78643	269052	08/2010	2,443.00	
562-7120-711.93-10	02/09/2010	MISC SERVICES	79165	269052	08/2010	3,293.00	
562-7120-711.93-10	02/09/2010	MISC SERVICES	80778	269052	08/2010	7,213.00	
02/12/2010	729370	DANIEL'S WALLCOVERING & PAINT	16188			4,300.00	
561-7112-711.24-50	02/08/2010	HANG/REMOVE WALLPAER ADM	020810	F10510	08/2010	4,300.00	
02/12/2010	729372	DELL COMPUTER L P	13426			3,318.33	
10-1314-413.29-25	02/09/2010	MISC SERVICES	XDM5FN7J5	271749	08/2010	1,349.99	
10-1100-411.29-25	02/09/2010	XDM4C52F8	XDM6KM226	271780	08/2010	1,968.34	
02/12/2010	729373	DEPT OF NATURAL RESOURCES	11112			20,000.00	
561-7110-711.33-90	02/01/2010	INVOICE #SULS0901168	SULS09011698	F10482	08/2010	20,000.00	
02/12/2010	729375	DOWNTOWN BILLINGS BID, INC.	19065			19,263.70	
780-1575-415.76-80	02/08/2010	MISC SERVICES	CITY OWNED	272441	08/2010	19,263.70	
02/12/2010	729380	EIDEBAILLY LLP	15349			8,595.00	
10-1512-415.35-30	02/08/2010	MISC SERVICES	119158	272444	08/2010	8,595.00	
02/12/2010	729387	FERGUSON ENTERPRISES INC	17215			2,864.65	
502-7400-603.24-50	02/09/2010	MISC SERVICES	0874060	272466	08/2010	2,833.34	
512-8500-625.42-20	02/09/2010	MISC SERVICES	0874349	272466	08/2010	31.31	
02/12/2010	729391	FOREVER FAMILIES	19705			9,690.56	
295-6686-463.72-75	02/09/2010	MISC SERVICES	PAYMENT #2	272425	08/2010	9,690.56	
02/12/2010	729392	FOUR BEERS INC	20892			9,186.36	
462-0000-201.10-00	02/09/2010	SID1387 ZIMMERMAN TR SUBD	RET RELEASE	270919	08/2010	2,774.13	
462-3161-431.93-10	02/09/2010	SID 1387 ZIMMERMAN TR SUB	2	270919	08/2010	6,412.23	
02/12/2010	729397	GALLES FILTER SERVICE	1397			2,624.28	
601-0000-141.71-41	01/07/2010	MP	197483		07/2010	134.61	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
571-7144-713.23-20	01/07/2010	MP	197483	269078	07/2010	28.20
502-0000-141.00-00	01/08/2010	WATER PARTS AND SUPPLIES	197726		07/2010	165.09
601-0000-141.00-00	01/08/2010	MP	197740		07/2010	86.92
601-0000-141.71-41	01/11/2010	MP	197481		07/2010	8.02-
211-3134-433.23-20	01/08/2010	MP	197743	271388	07/2010	17.08
211-3134-433.23-20	01/08/2010	MP	197765	271388	07/2010	21.62
601-0000-141.00-00	01/13/2010	MP	198000		07/2010	96.24
211-3134-433.23-20	01/13/2010	MP	197804	271388	07/2010	19.12
601-0000-141.00-00	01/19/2010	MP	198174		07/2010	162.57
502-7400-603.23-20	01/19/2010	MP	198223	271388	07/2010	12.31
601-0000-141.71-41	01/20/2010	MP	198167		07/2010	158.70
601-0000-141.00-00	01/22/2010	MP	198540		07/2010	487.19
150-2226-422.23-20	01/26/2010	MP	198552	271388	07/2010	8.95
211-3138-433.23-20	01/26/2010	MP	198554	271388	07/2010	19.57
601-0000-141.00-00	01/27/2010	MP	197626		07/2010	340.91
601-0000-141.00-00	01/27/2010	MP	198672		07/2010	51.42
571-7144-713.23-20	01/27/2010	MP	198181	271388	07/2010	39.20
211-3134-433.23-20	01/27/2010	MP	198672	271388	07/2010	19.45
601-0000-141.71-41	01/28/2010	MP	198203		07/2010	71.12
211-3134-433.23-20	01/28/2010	MP	197591	271388	07/2010	41.19
211-3134-433.23-20	01/28/2010	MP	197621	271388	07/2010	39.47
211-3134-433.23-20	01/28/2010	MP	197713	271388	07/2010	38.26
211-3139-454.23-20	01/28/2010	MP	197713	271388	07/2010	22.33
211-3134-433.23-20	01/28/2010	MP	198163	271388	07/2010	21.62-
10-5112-452.23-20	01/28/2010	MP	198231	271388	07/2010	30.98
211-3134-433.23-20	01/28/2010	MP	198782	271388	07/2010	63.11
211-3134-433.23-20	01/28/2010	MP	198783	271388	07/2010	34.72
601-0000-141.00-00	02/03/2010	MP	198804		08/2010	238.91
150-2226-422.23-20	02/03/2010	MP	198796	271388	08/2010	8.95-
150-2231-422.23-20	02/08/2010	MP	271388	271388	08/2010	78.64
601-0000-141.71-41	02/09/2010	MP	198803		08/2010	134.99
02/12/2010	729405	GREAT WEST ENGINEERING	18016			8,987.95
544-3123-435.93-90	02/10/2010	WO0827 LANDFILL EXPANSION	11	263194	08/2010	8,987.95
02/12/2010	729411	IAFF	20196			4,189.05
900-0000-209.99-20	02/12/2010	PAYROLL SUMMARY	20100212		08/2010	4,189.05
02/12/2010	729417	INLAND TRUCK PARTS CO	1821			3,152.30
541-3123-435.23-20	02/09/2010	MP	1-13159	272500	08/2010	2,600.00
571-7144-713.23-20	02/10/2010	MP	1-12839	272529	08/2010	552.30
02/12/2010	729419	INTERSTATE POWERSYSTEMS	17926			17,415.41
512-8400-623.24-50	02/02/2010	MISC SERVICES	C008012480.01	272309	08/2010	1,913.51
561-7113-711.23-20	02/08/2010	MISC SERVICES	R007010062:01	272216	08/2010	15,348.14
512-8400-623.24-50	02/09/2010	MISC SERVICES	8012500.01	272464	08/2010	153.76
02/12/2010	729423	JTL GROUP INC DBA KNIFE RIVER	2417			68,887.35
416-0000-201.10-00	02/09/2010	WO0722 KING AVE EAST	RET RELEASE	259537	08/2010	2,700.34
432-0000-201.10-00	02/09/2010	WO0722 KING AVE EAST	RET RELEASE	259537	08/2010	6,483.36

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT	
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR	TRN AMOUNT
432-0000-201.10-00	02/09/2010	WO0722 KING AVE EAST	RET RELEASE	259537 08/2010	47,073.78
205-0000-201.10-00	02/09/2010	WO0722 KING AVE EAST	RET RELEASE	259537 08/2010	3,142.50
211-3134-433.45-20	02/09/2010	ROAD/HIGHWAY MATERIAL	197557	272429 08/2010	5,447.14
211-3134-433.45-20	02/09/2010	ROAD/HIGHWAY MATERIAL	197621	272429 08/2010	4,040.23
02/12/2010	729426	LANDOE, BROWN, PLANALP & REIDA	20038		4,395.20
10-1611-416.35-60	02/10/2010	CONSULTANT SERVICES	2-BILL-2772	272412 08/2010	4,395.20
02/12/2010	729432	MAILING TECHNICAL SERVICES	12577		5,601.80
521-1522-493.31-10	02/08/2010	MISC SERVICES	JANUARY 2010	272437 08/2010	436.00
605-1515-483.31-10	02/08/2010	MISC SERVICES	JANUARY 2010	272437 08/2010	5,165.80
02/12/2010	729439	MONTANA DAKOTA UTILITIES CO	2492		2,945.91
150-2221-422.34-40	02/11/2010	FIRE	05003521	08/2010	280.20
512-8500-625.34-40	02/11/2010	PUD	05023622	08/2010	69.63
512-8500-625.34-40	02/11/2010	PUD	05211321	08/2010	74.90
10-5122-451.34-40	02/11/2010	REC	05552021	08/2010	479.69
150-2221-422.34-40	02/11/2010	FIRE	05597121	08/2010	1,500.10
502-7400-603.34-40	02/11/2010	PUD	05780623	08/2010	159.05
150-2221-422.34-40	02/11/2010	FIRE	05937321	08/2010	382.34
02/12/2010	729443	MONTANA STATE FIREMAN'S ASSOC	20195		2,630.77
900-0000-209.99-24	02/12/2010	PAYROLL SUMMARY	20100212	08/2010	2,630.77
02/12/2010	729453	NORMONT EQUIPMENT COMPANY	2738		5,223.00
541-3122-435.23-20	02/05/2010	SANDER PER MIKE B	20010160	272337 08/2010	4,995.00
211-3134-433.23-20	02/09/2010	MISC SERVICES	19100128	272445 08/2010	413.48
211-3134-433.23-20	02/09/2010	MISC SERVICES	20010154	272445 08/2010	228.00
211-3134-433.23-20	02/09/2010	MISC SERVICES	19100128	272450 08/2010	413.48-
02/12/2010	729456	NORTHWEST PIPE FITTINGS	2758		68,311.05
502-7400-603.24-50	01/06/2010	NONSTOCKING ITEMS-P.U.D.	1488136	271391 07/2010	36.35
502-7400-603.24-50	01/06/2010	NONSTOCKING ITEMS-P.U.D.	1493614	271391 07/2010	556.10
502-0000-141.00-00	01/13/2010	SYSTEMS	1492565	07/2010	462.42
502-7312-602.23-80	01/13/2010	NONSTOCKING ITEMS-P.U.D.	1489035	271391 07/2010	1,932.00
502-7500-609.24-10	01/15/2010	NONSTOCKING ITEMS-P.U.D.	1492643	271391 07/2010	116.34
502-0000-141.00-00	01/19/2010	WATER PARTS AND SUPPLIES	14924851	07/2010	138.78
502-7312-602.23-80	01/19/2010	NONSTOCKING ITEMS-P.U.D.	1488325	271391 07/2010	4,666.56
502-7400-603.24-50	01/19/2010	NONSTOCKING ITEMS-P.U.D.	1495091	271391 07/2010	2,156.98
601-1553-481.26-50	01/19/2010	MP	1498324	271391 07/2010	51.64
502-7500-609.23-80	01/19/2010	NONSTOCKING ITEMS-P.U.D.	1498771	271391 07/2010	80.20
502-7400-603.24-50	01/20/2010	NONSTOCKING ITEMS-P.U.D.	1499707	271391 07/2010	62.11
502-7314-602.24-50	01/20/2010	NONSTOCKING ITEMS-P.U.D.	1500209	271391 07/2010	82.68
512-8314-622.24-50	01/20/2010	NONSTOCKING ITEMS-P.U.D.	1500209	271391 07/2010	82.68
502-0000-141.00-00	01/22/2010	WATER PARTS AND SUPPLIES	1500798	07/2010	49,375.00
502-7312-602.23-80	01/22/2010	NONSTOCKING ITEMS-P.U.D.	1490990	271391 07/2010	305.92
502-7400-603.24-50	01/22/2010	NONSTOCKING ITEMS-P.U.D.	1500430	271391 07/2010	11.56
502-7400-603.24-50	01/22/2010	NONSTOCKING ITEMS-P.U.D.	1500958	271391 07/2010	8.06
502-7312-602.24-10	01/25/2010	NONSTOCKING ITEMS-P.U.D.	1492600	271391 07/2010	589.44
502-7500-609.24-10	01/26/2010	NONSTOCKING ITEMS-P.U.D.	1498492	271391 07/2010	39.70

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
512-8400-623.24-50	01/26/2010	NONSTOCKING ITEMS-P.U.D.	1501194	271391	07/2010	37.60	
512-8400-623.24-50	01/26/2010	NONSTOCKING ITEMS-P.U.D.	1501334	271391	07/2010	16.26	
502-7312-602.23-80	01/27/2010	NONSTOCKING ITEMS-P.U.D.	14883251	272067	07/2010	5,641.50	
512-8400-623.24-50	01/28/2010	NONSTOCKING ITEMS-P.U.D.	1501835	271391	07/2010	28.46	
512-8400-623.24-50	01/28/2010	NONSTOCKING ITEMS-P.U.D.	1502007	271391	07/2010	62.58	
512-8400-623.24-50	01/28/2010	NONSTOCKING ITEMS-P.U.D.	1502096	271391	07/2010	8.60	
502-7312-602.23-80	01/29/2010	NONSTOCKING ITEMS-P.U.D.	1495736	271391	07/2010	86.25	
502-7312-602.23-80	01/29/2010	NONSTOCKING ITEMS-P.U.D.	1495791	271391	07/2010	1,411.62	
502-7312-602.23-80	01/29/2010	NONSTOCKING ITEMS-P.U.D.	1496032	271391	07/2010	35.88	
502-7400-603.23-60	01/29/2010	NONSTOCKING ITEMS-P.U.D.	1503412	271391	07/2010	86.58	
502-0000-141.00-00	02/08/2010	SYSTEMS	14924852		08/2010	141.20	
502-0000-141.00-00	02/08/2010	SYSTEMS	14924852A		08/2010	63.92	
502-7500-609.23-20	02/08/2010	NONSTOCKING ITEMS-P.U.D.	14924852B	271391	08/2010	63.92-	
02/12/2010	729458	NORTHWESTERN ENERGY	15771			2,688.31	
512-8500-625.34-10	02/09/2010	MISC SERVICES	17568932	JAN10	272453	08/2010	92.69
150-2221-422.34-10	02/11/2010	NW FIRE	07125321			08/2010	35.65
10-5141-436.34-10	02/11/2010	NW PARK/REC/PL	07125388			08/2010	127.34
571-7143-713.34-10	02/11/2010	NW AVIATION/TRAN	07192255			08/2010	526.56
150-2221-422.34-10	02/11/2010	NW FIRE	07208176			08/2010	217.39
872-5198-452.34-10	02/11/2010	NW PARK/REC/PL	08814550			08/2010	7.90
502-7400-603.34-10	02/11/2010	NW Parks	11422532			08/2010	155.35
502-7400-603.34-10	02/11/2010	NW Pud	11608072			08/2010	16.32
150-2171-441.34-10	02/11/2010	NW	11834835			08/2010	1,063.58
10-5112-452.34-10	02/11/2010	NW	12488631			08/2010	48.54
502-7400-603.34-10	02/11/2010	NW	13466735			08/2010	4.95
872-5198-452.34-10	02/11/2010	NW	15143886			08/2010	8.11
521-1524-493.34-10	02/11/2010	PARKING-LINC CEN LOT POLE	15696313			08/2010	46.93
10-5112-452.34-10	02/11/2010	SOUTH PARK CONCESSION	15882624			08/2010	7.24
211-3133-433.34-10	02/11/2010	STREETS/TRAFFIC	17403577			08/2010	.15
211-3133-433.34-10	02/11/2010	STREETS/TRAFFIC	17488966			08/2010	7.61
10-5112-452.34-10	02/11/2010	PARKS	18366666			08/2010	60.98
571-7148-713.34-10	02/11/2008	MET DOWNTOWN TRANS CENTER	17847567			08/2010	261.02
02/12/2010	729462	ONE EIGHTY COMMUNICATIONS	15590			4,915.74	
561-7110-711.34-50	02/10/2010	ONE EIGHTY FEB 2010	AIRPORT 2948370			08/2010	40.60
606-1931-484.34-50	02/10/2010	ONE EIGHTY FEB 2010	ACCT 00018768			08/2010	542.87
606-1931-484.34-50	02/10/2010	ONE EIGHTY FEB 2010	ACCT 00001906			08/2010	3,105.55
10-5112-452.34-50	02/10/2010	ONE EIGHTY FEB 2010	867-7275			08/2010	46.00
670-3141-489.34-50	02/10/2010	ONE EIGHTY FEB 2010	DEPOT ONE HALF			08/2010	408.21
660-3110-431.34-50	02/10/2010	ONE EIGHTY FEB 2010	DEPOT ONE HALF			08/2010	408.21
260-5518-455.35-90	02/10/2010	ONE EIGHTY FEB 2010	INTERNET LIB			08/2010	259.00
620-1911-482.34-52	02/10/2010	ONE EIGHTY FEB 2010	IT INTERNET			08/2010	79.95
150-2225-422.34-50	02/10/2010	ONE EIGHTY FEB 2010	LONG DISTANCE			08/2010	25.35
02/12/2010	729469	PIERCE FLOORING	2967			3,395.00	
150-2111-421.92-91	02/11/2010	MISC SERVICES	FLRG FOR RMDL	272491	08/2010	3,395.00	
02/12/2010	729483	SHERMAN & HOWARD L.L.C.	3414			4,214.24	
10-1611-416.35-60	02/10/2010	CONSULTANT SERVICES	481980; 483247	272414	08/2010	4,214.24	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	AMOUNT
02/12/2010 561-7112-711.36-60	729488 02/08/2010	SKYCON INC INVOICE #221	19639 221	F10514	08/2010		3,858.40 3,858.40
02/12/2010 512-8400-623.24-50	729494 02/02/2010	SPENCER TURBINE CO. MISC SERVICES	17636 139423	272296	08/2010		3,227.23 3,227.23
02/12/2010 561-7110-711.35-81 561-7110-711.35-81	729497 02/08/2010 02/08/2010	SUNDOWN SECURITY INVOICE #35039 INVOICE #35043	3643 35039/35043 35039/35043	F10511 F10511	08/2010 08/2010		2,658.25 1,333.00 1,325.25
02/12/2010 601-0000-141.00-00 601-0000-141.00-00	729503 02/05/2010 02/10/2010	TOWN & COUNTRY SUPPLY ASSOCIAT MP MP	18295 83267 83273		08/2010 08/2010		23,559.63 14,602.95 8,956.68
02/12/2010 541-3122-435.23-20 211-3132-433.23-20 541-3123-435.23-20 10-5112-452.23-20 541-3123-435.23-20 502-7500-609.23-20	729504 12/22/2009 12/22/2009 02/08/2010 02/09/2010 02/09/2010 02/09/2010	TRACTOR & EQUIPMENT MP MP MP MP MP MP	3775 BLW00113595 BLW00113596 BLCSO450899 BLW00114283 BLW00114233 BLCSO450898	271398 271398 272447 272448 272487 272493	06/2010 06/2010 08/2010 08/2010 08/2010 08/2010		3,449.29 140.32 1,345.78 226.90 888.88 459.12 388.29
02/12/2010 541-3123-435.23-20 541-3123-435.23-20 541-3123-435.23-20 541-3123-435.23-20 541-3122-435.23-20 541-3122-435.23-20 541-3123-435.23-20 541-3122-435.23-20 541-3122-435.23-20 541-3123-435.23-20 541-3122-435.23-20 541-3122-435.23-20 541-3122-435.23-20 541-3122-435.23-20 541-3122-435.23-20 541-3122-435.23-20 541-3122-435.23-20 541-3122-435.23-20 541-3123-435.23-20 541-3123-435.23-20	729507 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/09/2010 02/10/2010 02/10/2010	TRISTATE EQUIPMENT MP	3797 M39977 M39977 M39996 M39996 M40124 M40153 M40189 M40311 M40322 M40345 M40398 N17895 M40328 M40328	272449 272449 272449 272449 272449 272449 272449 272449 272449 272449 272486 272489 272496 272526 272526	08/2010 08/2010		3,548.19 273.90 26.50 205.52 8.00 5.02 311.56 47.16 4.88 262.38 177.76 20.03 161.84 1,918.89 124.75
02/12/2010 513-0000-201.10-00 513-8591-625.93-40	729523 02/09/2010 02/09/2010	WILLIAM BROTHERS CONSTRUCTION W00806 KING AVE LIFT W00806 KING AVE LIFT	8323	RET RELEASE FINAL	259805 259805	08/2010 08/2010	56,405.14 17,445.14 38,960.00
02/12/2010 620-1913-482.35-90	729525 02/10/2010	YELLOWSTONE COUNTY GIS MISC SERVICES	10369	10-05 3RD INSTL	272497	08/2010	7,000.00 7,000.00

DATE RANGE TOTAL \* 472,188.05 \*

Date: 03/08/2010

**TITLE: Public Hearing & First Reading Ordinance for Proposed Amendment to BMCC, Section 24-501 & Addition of New Sections 24-312 & 24-541**

**PRESENTED BY:** Rich St. John

**Department:** Police

---

**Information**

**PROBLEM/ISSUE STATEMENT**

There are approximately 12 organizations throughout the City of Billings that sponsor, facilitate or manage fun runs, parades or similar events who were invited to two informational meetings held on February 3 and 10, 2010, at 3:00 at the Parks and Recreation Office. In many cases, event organizers utilize civilian volunteers to provide traffic control or regulation of traffic flow. Research reveals there is no mechanism for any City employee to grant authority to civilians to direct other civilians to disobey traffic signals or traffic control devices. Without such mechanism, both the City and event sponsors are exposed to significant liability. An ordinance amendment will allow the City to legally authorize civilians to regulate traffic flow as long as the civilians successfully complete an authorized safety course. Proof of completion of the course will be presented to the Director of Public Works as part of the permitting process.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the proposed amendment and creation of new sections to the ordinance; or
- Not approve the proposed amendment and creation of new sections to the ordinance.

**FINANCIAL IMPACT**

All costs associated with the safety course are to be paid by participants.

**RECOMMENDATION**

Staff recommends approval of amendments to Billings City Code, Section 24-501 and creation of Sections 24-312 and 24-541 on first reading.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Link: [Ordinance](#)

---

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THAT THE BILLINGS, MONTANA CITY CODE BE AMENDED BY REVISING SECTION Sec. 24-501 AND CREATING NEW SECTIONS 24-312 AND 541; AUTHORIZING THE CHIEF OF POLICE TO ESTABLISH STANDARDS FOR AND PERMIT THE EMPLOYMENT OF CERTIFIED TRAFFIC CONTROL PERSONS FOR FUN RUNS AND CERTAIN EVENTS.

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

Section 1. That section 24-501 of the Billings Montana City Code be amended so that such section shall read as follows:

**Sec. 24-501. Definitions.**

The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them:

Certified Traffic Control Person means a person who has completed a course or program of training for regulating the flow traffic upon a street, which has been approved by the chief of police or by the State of Montana department of transportation.

Fun run means any race, contest, competition, or any sponsored event involving running, trotting, jogging, or alternately running and walking.

Motorcade means an organized procession containing twenty-five (25) or more vehicles, except funeral processions, upon any public street, sidewalk or alley.

Parade means any march or procession consisting of people, animals or vehicles, or combinations thereof, except funeral processions, upon any public street, sidewalk or alley, which does not comply with normal and usual traffic regulations or controls.

Parade route means the route of travel of the parade to include assembly, staging and disbanding areas.

Street means the part of any public road, street, highway or other public way that is open to traffic by motor vehicles.

Section 2. That the Billings, Montana City Code be amended by adding a section to be numbered 24-312, to read as follows:

**Sec. 24-312. Certified Traffic Control Persons permitted for certain events.**

An organization that is sponsoring an event which will result in a temporary, extraordinary volume of traffic upon a public street may submit an application to the director of public works for permission to employ persons to assist in directing traffic during the event. If the Director of Public Works grants the request, in writing, the organization shall employ certified traffic control persons to supervise all volunteers who direct traffic in the affected area and those supervisors and volunteers are hereby authorized and empowered to perform these duties for such a period of time as it is necessary, any traffic control devices notwithstanding, to minimize the interruption of the flow of traffic in the streets and to promote public safety in the affected area. Such supervisors and volunteers may report traffic violations they witness in the course of their duties to the Chief of Police but they are not authorized to issue traffic citations or engage in other law enforcement activities except as provided herein.

Section 3. That section 24-540 of the Billings Montana City Code be amended so that such section shall read as follows:

**Sec. 24-540. Notification of pending fun run.**

No person shall sponsor, organize, administer or hold a fun run that is conducted on or across a street without first notifying the ~~chief of police~~ director of public works at least fifteen (15) days prior to the date such fun run shall be conducted. The ~~chief of police~~ director of public works shall be informed of:

- (1) Name of the sponsoring organization and the fun run's chairperson and the addresses and telephone numbers of each;
- (2) Date and time when fun run is proposed to be conducted; and
- (3) The location of the assembly area, starting line, finish line, recovery area, and proposed route of travel.

Section 4. That the Billings, Montana City Code be amended by adding a section to be numbered 24-541, to read as follows:

**Sec. 24-541. Certified Traffic Control Persons required for Fun Runs.**

No person shall sponsor, organize, administer or hold a fun run that is conducted on or across a street without first assigning certified traffic control supervisors and volunteers at all points along that route designated by the director of public works.

Section 5. EFFECTIVE DATE. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 6. REPEALER. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 7. 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.

PASSED by the City Council on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

PASSED, ADOPTED and APPROVED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF BILLINGS

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

Date: 03/08/2010

TITLE: Bid Award - Two Quick Response Vehicles

PRESENTED BY: Paul Dextras

Department: Fire

---

Information

**PROBLEM/ISSUE STATEMENT**

Specifications were developed by the Fire Chief with input from the internal apparatus committee. Bidders were asked to provide pricing on units delivered (Base Bid #1) or non-delivered (Base Bid #2). They were also asked to provide pricing for the units with stainless steel plumbing (Base Bid #1A and #2A). Bidders were also asked to include pricing on six (6) optional items.

The call for sealed bids notice was published on January 14, February 11 and February 18, 2010. Thirty-three (33) bid packets were mailed, emailed or picked up by fire apparatus vendors between January 5 and February 18, 2010. Bid opening was February 23, 2010. Seven (7) vendors submitted bids. One (1) vendor's bid was received past the bid opening deadline and was returned to the vendor unopened. A summary of the bids opened follows:

Base Bid #1 (Delivered). Classic Fire LLC \$242,000.00; Unruh Fire Inc. \$236,818.00; Big Sky Fire Equipment \$273,332.00; E.J. Metals, Inc. \$333,388.24; West-Mark \$284,062.00; and Freemont Motor Company \$238,870.00.

Base Bid #1A (Delivered w/Stainless Steel Plumbing). Classic Fire LLC \$242,000.00; Unruh Fire Inc. \$239,218.00; Big Sky Fire Equipment \$273,332.00; E.J. Metals, Inc. \$333,388.24; West-Mark \$289,062.00; and Freemont Motor Company \$238,870.00.

Base Bid #2 (Non-Delivered) Classic Fire LLC \$233,000.00; Unruh Fire Inc. \$232,400.00; Big Sky Fire Equipment \$273,332.00; E.J. Metals, Inc. \$331,388.24; West-Mark \$278,062.00; and Freemont Motor Company \$238,870.00.

Base Bid #2A (Delivered w/Stainless Steel Plumbing). Classic Fire LLC \$233,000.00; Unruh Fire Inc. \$234,800.00; Big Sky Fire Equipment \$273,332.00; E.J. Metals, Inc. \$331,388.24; West-Mark \$283,062.00; and Freemont Motor Company \$238,870.00.

Option #1: Quick connect jumper cable hook ups: Classic Fire LLC \$125.00; Unruh Fire Inc. \$135.00; Big Sky Fire Equipment \$414.00; E.J. Metals, Inc. \$323.50; West-Mark (no bid); and Freemont Motor Company \$131.48.

Option #2: Darley remote start in cab, console mounted. Classic Fire LLC \$600.00; Unruh Fire Inc. \$1,251.50; Big Sky Fire Equipment \$2,300.00; E.J. Metals, Inc. no bid; West-Mark (no bid); and Freemont Motor Company \$1,862.40.

Option #3: FRC tank level gages, foam and water. Classic Fire LLC \$950.00; Unruh Fire Inc. \$580.00; Big Sky Fire Equipment \$1,369.00; E.J. Metals, Inc. \$1,154.42 (\$549.97-water & \$604.45-foam); West-Mark (no bid); and Freemont Motor Company \$590.64.

Option #4: DOTS reflective striping on rear body and compartments. Classic Fire LLC \$1,250.00; Unruh Fire Inc. \$625.00; Big Sky Fire Equipment (Included in bid); E.J. Metals, Inc. (Included in bid); West-Mark (no bid); and Freemont Motor Company \$1,890.00.

Option #5: Hour meter on pump panel. Classic Fire LLC \$110.00; Unruh Fire Inc. (no charge); Big Sky Fire Equipment \$96.00; E.J. Metals, Inc. \$149.00; West-Mark (no bid); and Freemont Motor Company \$68.00.

Option #6: Buck Stop™ Classic 1 Bumper. Classic Fire LLC (no available); Unruh Fire Inc. \$618.00; Big Sky Fire Equipment \$2,943.00; E.J. Metals, Inc. (Included in bid); West-Mark (no bid); and Freemont Motor Company \$2,162.00.

### **ALTERNATIVES ANALYZED**

City Council may:

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

### **FINANCIAL IMPACT**

The \$250,000 funding for adding two additional response units to the Fire Department's vehicle fleet was approved in the FY2010 City-Wide Vehicle Replacement Plan.

### **RECOMMENDATION**

Bid received are still being evaluated and the staff recommendation will be made to the Council at the March 8, 2010 meeting.

### **APPROVED BY CITY ADMINISTRATOR**

---

Date: 03/08/2010

TITLE: Resolution Awarding Special Improvements Bonds 1389

PRESENTED BY: Patrick M Weber

Department: City Hall Administration

---

**Information**

**PROBLEM/ISSUE STATEMENT**

The City Council has previously approved the authorization for the sale of bonds relating to Special Improvement District 1389. The bond sale amount was approved for \$212,000 but the total amount to finance has been adjusted due to lower construction costs. This resolution recommends award of the sale of bonds totaling \$182,000 for the financing of water, sanitary sewer, storm drain and street improvements for Clubhouse Way between Greenbriar Road to Cherry Hills Road.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the bid award; or
- Not approve the bid award

**FINANCIAL IMPACT**

Bids on \$182,000 for bonds will be received March 8, 2010 and a report will be made at the Council meeting.

**RECOMMENDATION**

Staff recommends that City Council approve the resolution awarding the sale of the bonds.

**APPROVED BY CITY ADMINISTRATOR**

---

**Attachments**

Link: [Bid award 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 \$182,000 SPECIAL IMPROVEMENT DISTRICT NO. 1389 BONDS; AWARDING THE SALE THEREOF AND APPROVING CERTAIN MATTERS WITH RESPECT THERETO" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on March 8, 2010, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this \_\_\_\_\_ day of March, 2010.

(SEAL)

\_\_\_\_\_  
City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RELATING TO \$182,000 SPECIAL IMPROVEMENT  
DISTRICT NO. 1389 BONDS; AWARDING THE SALE THEREOF AND  
APPROVING CERTAIN MATTERS WITH RESPECT THERETO

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

1. This Council on February 22, 2010 adopted Resolution No. \_\_\_\_\_ providing for the public sale of \$212,000 Special Improvement District No. 1389 Bonds (the "Bonds") to finance the costs of certain local improvements to be undertaken in or for the benefit of certain property owners. Notice of the sale has been duly published in accordance with Montana Code Annotated, Sections 7-12-4204, 7-7-4252 and 17-5-106. Pursuant to the notice of sale, \_\_\_\_\_ (\_\_\_\_\_) sealed bids for the purchase of the Bonds were received at or before the time specified for receipt of bids. The bids have been opened and publicly read and considered, and the purchase price, interest rates and net interest cost under the terms of each bid have been determined.

2. The bid of \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ (the "Purchaser"), attached as Exhibit A, to purchase the Bonds of the City, is hereby determined to comply with the notice of sale, and to be the lowest, most reasonable bid for the purchase of the Bonds. The bid of the Purchaser is hereby accepted by the Council and the sale of the Bonds is hereby awarded to the Purchaser. The bid security of the Purchaser shall be retained pending delivery of the payment for the Bonds and the bid security of all other bidders shall be promptly returned.

3. The Mayor and City Financial Services Manager are hereby authorized and directed to execute a purchase contract with the Purchaser with respect to the Bonds.

4. This Council shall prescribe the form and security for the Bonds in a subsequent resolution.

PASSED AND APPROVED by the City Council of the City of Billings, Montana, this 8th day of March, 2010.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

EXHIBIT A

Copy of Signed Winning Bid

Date: 03/08/2010

TITLE: SID 1389 Clubhouse Way Bid Award

PRESENTED BY: David Mumford

Department: Public Works

Information

**PROBLEM/ISSUE STATEMENT**

SID 1389 Clubhouse Way was created at the December 14, 2009, City Council Meeting. SID 1389 will construct public improvements on Clubhouse Way between Greenbriar Road and Cherry Hills Road. These improvements generally consist of water, sanitary sewer, storm drain, curb and gutter, and street improvements to Clubhouse Way. The storm drain improvements include construction of storm drain within Clubhouse Way, Cherry Hills Road, and Gleneagles Boulevard to be connected to a pond to be constructed in the future on Lake Hills Golf Course per the Lake Hills Storm Drain Feasibility Study.

Bids were recieved and evaluated for SID 1389 on February 23, 2010. Bonds for the project are scheduled to be sold on March 8, 2010.

**ALTERNATIVES ANALYZED**

The Council may:

- Award SID 1389 in the amount of \$444,048.53 to HL Ostermiller Construction, Inc.; or
- Do not award SID 1389.

**FINANCIAL IMPACT**

Funding for SID 1389 will be provided through direct assessments to the property owners and cash contribution by Ron Hill, owner of 36 of the 46 lots within the district. Eight bids were recieved for the project.

SID 1389 Clubhouse Way

Contractor	Bid Amount
Engineer's Estimate	\$474,387.60
HL Ostermiller	\$444,048.53
Riverside Sand & Gravel	\$481,423.00
Western Municipal	\$494,053.00
CMG Construction	\$498,518.00
COP Construction	\$532,599.00
Williams Civil Division	\$560,006.90
JEM Contracting	\$593,688.50

W Construction	\$667,312.72
-------------------	--------------

**RECOMMENDATION**

Staff recommends that Council award for SID 1389 to HL Ostermiller Construction, Inc. in the amount of \$444,048.53.

**APPROVED BY CITY ADMINISTRATOR**

---