

## CITY OF BILLINGS

### CITY OF BILLINGS VISION STATEMENT:

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

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### AGENDA

**COUNCIL CHAMBERS**

**October 25, 2010**

**6:30 P.M.**

**CALL TO ORDER – Mayor Hanel**

**PLEDGE OF ALLEGIANCE – Mayor Hanel**

**INVOCATION – Councilmember Ruegamer**

**ROLL CALL**

**MINUTES: October 12, 2010**

**COURTESIES**

**PROCLAMATIONS**

**ADMINISTRATOR REPORTS - TINA VOLEK**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1, #7, #8 and #9 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. 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 podium.)

1. **CONSENT AGENDA** -- Separations:
  - A. **Professional Engineering Services Contract** for design and construction administration of W.O. 11-01, 2011 Water Replacement Projects; Sanderson Stewart; \$672,821.
  - B. **Agreement** with Sprint Nextel allowing exchange of one currently licensed 800 MHz frequency at no cost to the City.
  - C. **Change Order #7, W.O. 04-12, Phase 3 - Alkali Creek Road Maintenance and Slope Reconstruction** , CMG Construction, \$50,340.

- D. **Amendment #2, Automobile Parking Concession Agreement;** Standard Parking Corporation, extending term for one year through 10/31/2011; minimum annual revenue - \$1,300,000.
- E. **Amendment #7, W.O. 02-10 6th Avenue North to Bench Boulevard Connection** for design of a pedestrian tunnel; Morrison-Maierle, Inc.; \$89,803.
- F. **Approval** of waiver forms (2) reallocating \$35,604,866 bonding authority to the State of Montana and University of Montana.
- G. **Approval** of Communications With or Through the Media Policy.
- H. **Resolution** approving of Teamster and Non-Bargaining Employee Random Drug and Alcohol Test Policy.
- I. **Resolution** allocating up to \$11,000 of Council Contingency Funds for installation of a 2-inch water meter at Centennial Park.
- J. **Bills and Payroll:**
  - 1. September 24, 2010
  - 2. October 1, 2010

**REGULAR AGENDA:**

- 2. **PUBLIC HEARING AND RESOLUTION** adopting rates and fees for wastewater service to the Lockwood Water and Sewer District. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 3. **PUBLIC HEARING AND RESOLUTION** approving and adopting budget amendments for FY2009/2010 and FY2010/2011. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 4. **PUBLIC HEARING AND RESOLUTION** de-annexing a portion of the Briarwood Planned Unit Development property described as Tract 2A of C/S 2544 Amended. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
- 5. **PUBLIC HEARING AND SPECIAL REVIEW #886:** a special review for the location of a 60-foot wireless communication support structure for Verizon Wireless in a Controlled Industrial zone legally described as Lots 14-26, Block 2, Industrial Subdivision and generally located in the 900 block of 2nd Ave North; Green Leaf Land and Livestock, owner; Kevin Howell, agent. Zoning Commission recommends conditional approval and approval of the waiver of the 1-mile separation requirement. (Action: approval or disapproval of Zoning Commission recommendation.)

6. **PUBLIC HEARING AND SPECIAL REVIEW #887:** a special review to allow three new multi-family buildings, including one 5-plex and two 4-plex buildings for a total of 13 dwelling units, in a Residential 6,000 (R-60) zone on a 28,902 square foot parcel legally described as Lots 14A, 14B and 14D of Mattson Acres Subdivision and generally located at 711 Mattson Lane just west of the intersection of Bench Boulevard and Mattson Lane; Ben Nistler, NHB, LLC, agent for the landowner. Zoning Commission makes no recommendation, as a result of a tie vote. (Action: approval or disapproval of Special Review request)
7. **RECONSIDERATION OF APPROVAL** of Settlement Agreement with Alternatives, Inc. dismissing the annual \$40,000 payment in lieu of tax assessment associated with Special Review #813, dated 5/22/06. Staff recommends approval. (Action: approval or disapproval of staff recommendation.)
8. **RESOLUTION** approving the Transfer Agreement of the Billings cable television franchise from Bresnan to Cablevision. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation.)
9. **APPROVAL** of County-proposed Accord addressing Urban Renewal Tax Increment Financing District (TIFD) formation and amendment. 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 podium.*)

## **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.*

**Regular City Council Meeting**

**Date: 10/25/2010**

**TITLE:** Work Order 11-01; Contract for Professional Engineering Services, 2011 Water Replacement Projects

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

Mayor and Council are asked to consider awarding a professional engineering services contract to Sanderson Stewart in the amount of \$672,821.00 for design and construction administration services on the 2011 Water Replacement Projects. Water mains would be replaced in various downtown city locations as identified by City staff. Sanderson Stewart was selected based on City staff review of project proposals submitted by prequalified firms. Other firms considered for the work were Morrison-Maierle, Inc. and DOWL-HKM.

The water main replacement program is a long-standing annual program that was developed to maintain the integrity of the utility lines serving the City of Billings water utility customers. Each year, the City identifies areas in need of replacement based on data collected related to the frequency of main failures and scheduled Capital Improvement Projects in various areas throughout Billings.

The 2011 projects will replace approximately 10,125 feet of water mains in the downtown Billings area. Identified replacement locations include 4th Avenue North between North 18th and North 27th Street, North 33rd through North 35th Street between Montana Avenue and Division Street and 1st and 2nd Avenue North between North 33rd and Division Street.

**ALTERNATIVES ANALYZED**

The Council may:

- Award the engineering contract to Sanderson Stewart; or
- Not award the engineering contract to Sanderson Stewart.

If the annual rehabilitation project is not constructed, the City runs the risk of failed utility lines and interruption of services to customers.

**FINANCIAL IMPACT**

Funding for this project has been approved by City Council in the CIP as the Water Main Replacement project. Funding is sufficient for the engineering design and construction administration portion of the project which is now under consideration, as well as for the project construction planned for bidding to contractors in April of 2011.

**RECOMMENDATION**

Staff recommends that Council award a professional engineering services contract for the design and construction administration portion of the 2011 Water and Sewer Replacement Projects to Sanderson Stewart in the amount not to exceed \$672,821.00.

**APPROVED BY CITY ADMINISTRATOR**

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## Attachments

Final PES Contract, WO 11-01

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# **Contract for Professional Engineering Services**

## **Project – City of Billings W.O. 11-01 2011 City of Billings Water Replacement Project**

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In consideration of the mutual promises herein, City of Billings and Sanderson Stewart 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 9 pages (Basic Services of Consultant);

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

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

Appendix D consisting of 3 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 7 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" or "Engineer" means Sanderson Stewart
- D. "Contractor" means the third party responsible for physical project construction.

#### **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 the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

- C. Billings shall not allow any claim for services other than those described in this Section. However, the Consultant may provide, at its own expense, any other services that are consistent with this Contract. Additional services may be provided with agreement by both parties as discussed in Appendix C.
- D. The Consultant shall provide as-built drawings as specified hereafter, as approved by the City of Billings, to the Administrator within 30 days after the project substantial 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 December 31, 2011.

Section 4. Compensation; Method of Payment.

- A. Subject to the Consultant's satisfactory performance, Billings shall pay the Consultant no more than Six Hundred Seventy Two Thousand Eight Hundred Twenty One and NO/100 Dollars (\$672,821.00) in accordance with this Section.
- B. The Consultant is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Consultant shall have paid all City taxes currently due and owing by the Consultant.

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 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 -- \$1,500,000 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 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 Work products 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 documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original 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: City Engineer (Debi Meling, PE)  
City of Billings  
Public Works Department  
2224 Montana Avenue  
Billings, Montana 59101

e-mail: melingd@ci.billings.mt.us  
FAX: (406) 237-6291

Consultant: Sanderson Stewart  
Rick Leuthold, PE, President  
1300 North Transtech Way  
Billings, Montana 59102

phone: (406) 656-5255  
FAX: (406) 656-0967

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 the purchase of goods and services necessary for the performance of this Contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.
- B. Every subcontract under which the 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 applicable statutes, ordinances, rules and regulations. 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: Rick Leuthold, PE, President

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The 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 arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the 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 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

Consultant

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

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTEST:

IRS Tax ID # \_\_\_\_\_

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

APPROVED AS TO FORM:

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

By \_\_\_\_\_

BRENT BROOKS, City Attorney

STATE OF MONTANA            )  
  :ss.  
COUNTY OF YELLOWSTONE )

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

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

## Appendix A

### Basic Services of Engineer W.O. 11-01 Water Main Rehabilitation

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#### 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 Mac Fogelsong, PE working under the Principal-in-Charge, Dennis Randall, PE.

## 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 Randy Straus, PE working under the City Engineer, Debi Meling, PE.

## Section 3. Scope of Work.

### **SCOPE OF WORK:**

The scope of work covered by this agreement is described hereafter:

The project consists of the design and bidding services for the Water Main Rehabilitation which includes water mains on 4<sup>th</sup> Avenue North from 18<sup>th</sup> Street to 27<sup>th</sup> Street, 33<sup>rd</sup> to 35<sup>th</sup> Streets between Montana Avenue and Division Street, and 1<sup>st</sup> and 2<sup>nd</sup> Avenue North from 33<sup>rd</sup> Street to Division Street in Billings, Montana. Professional services include design of water main rehabilitation, preparation of contract plans and specifications, contract plan and specification interpretation during construction, review of contractor pay estimates, construction staking, and inspection of construction for these water mains more specifically described below. Engineer will coordinate work efforts with other related or unrelated improvement projects expected to be completed concurrently in the project area.

### **Phase 100. Project Initiation**

- Task 1. Attend meeting with City officials to determine project scope.
- Task 2. Review available information and studies.
- Task 3. Review routes in field walkthrough.
- Task 4. Discuss design basis with the City.

### **Phase 200. Preliminary Design Services**

- Task 1. Project management and coordination
- Task 2. Review alignments with respect to other utilities.
- Task 3. Review existing as-built drawings.
- Task 4. Review work done to date and determine problems with preliminary alignment.

- Task 5. Research existing City, County, State, and Federal studies and reports to determine potential conflicts.
- Task 6. Conduct hydrant flow testing for 33<sup>rd</sup> to 35<sup>th</sup> Street (small diameter pipes now). City to operate hydrants and Engineer to review data from test.
- Task 7. Based on selected City-performed hydrant flow tests, review pipe sizes and/or hydrant lead sizes. Review City master plan for hydrant deficiencies in the project area, that may affect design pipe size(s).
- Task 8. Determine locations where additional right-of-way must be secured and coordinate obtaining necessary construction permits.
- Task 9. Review existing valve operation near critical intersections to determine if certain valves require replacement. Estimate, based on valve operation, if Contractor will likely experience significant water flows during construction and present information in bidding documents based on findings. City of Billings shall operate all valves.
- Task 10. Assemble existing available plat, certificate of survey, easement and ownership information along the chosen alignment and draw in existing parcels from plats and field survey.
- Task 11. Attend up to six periodic design review meetings with the City.
- Task 12. Obtain field location of existing utilities and incorporate this information into the construction plans. Utility locates will be requested for the project corridor using the One-Call service and surveyed for the corridor selected by the City.
- Task 13. Perform survey measure downs for existing water, sewer, and storm for 4<sup>th</sup> Avenue North from 18<sup>th</sup> Street to 27<sup>th</sup> Street.
- Task 14. Perform survey measure downs for existing water, sewer and storm for 33<sup>rd</sup> to 35<sup>th</sup> Streets and 1<sup>st</sup>/2<sup>nd</sup> Avenue from 33<sup>rd</sup> to Division Street.
- Task 15. Set control network for 4<sup>th</sup> Avenue North and 33<sup>rd</sup> to 35<sup>th</sup> Streets and, 1<sup>st</sup> Avenue North and 2<sup>nd</sup> Avenue North from 33<sup>rd</sup> to Division Street.
- Task 16. Property corner search for 4<sup>th</sup> Avenue North.
- Task 17. Property corner search for 33<sup>rd</sup> to 35<sup>th</sup> Streets and 1<sup>st</sup> and 2<sup>nd</sup> Avenues North from 33<sup>rd</sup> to Division Street.
- Task 18. Begin field topographic survey of 4<sup>th</sup> Avenue North from 18<sup>th</sup> to 27<sup>th</sup> Street.
- Task 19. Begin field topographic survey of 33<sup>rd</sup> to 35<sup>th</sup> Streets from Montana Avenue to Division Street and, 1<sup>st</sup> Avenue North and 2<sup>nd</sup> Avenue North from 33<sup>rd</sup> to Division Street.
- Task 20. Geotechnical Investigation of 4<sup>th</sup> Avenue North: Begin

geotechnical investigation based on alignment as selected by the City. Geotechnical engineering shall include field sampling, laboratory testing and review of subsurface soils to determine appropriate pavement section design alternatives, subgrade treatment, groundwater conditions, and foundations for utility installations. Recommendations for specific construction materials and groundwater management established in this review will be included in the project plans and specifications. Shallow asphalt cores shall be taken mid-block to determine street section thicknesses between regular "deep" borings.

- Task 21. Geotechnical Investigation of 33<sup>rd</sup> to 35<sup>th</sup> Streets and 1<sup>st</sup> and 2<sup>nd</sup> Avenues North: Begin geotechnical investigation based on alignment as selected by the City. Geotechnical engineering shall include field sampling, laboratory testing and review of subsurface soils to determine appropriate pavement section design alternatives, subgrade treatment, groundwater conditions, and foundations for utility installations. Recommendations for specific construction materials and groundwater management established in this review will be included in the project plans and specifications. Shallow asphalt cores shall be taken mid-block to determine street section thicknesses between regular "deep" borings.
- Task 22. Miscellaneous geotechnical design review, including geotechnical review of plans and specifications and review of adjacent pipeline/utility stability.
- Task 23. Perform literature review of documented environmental issues (preliminary site analysis) of the 4<sup>th</sup> Avenue area and the 33<sup>rd</sup>-35<sup>th</sup> area, including 1<sup>st</sup> and Second Avenues from 33<sup>rd</sup> to Division street. No in-field drilling, testing, or environmental sampling is included in this literature review.
- Task 24. Traffic Analysis 4<sup>th</sup> Avenue North: Begin analysis and data collection of traffic and related issues to determine if they affect alignment or other design factors. Data collection for up to four (4) impacted intersections in one peak hour (AM or PM).
- Task 25. Traffic Analysis 33<sup>rd</sup> to 35<sup>th</sup> Streets and 1<sup>st</sup> and 2<sup>nd</sup> Avenues North: Begin analysis and data collection of traffic and related issues to determine if they affect alignment or other design factors. Data collection for up to four (4) impacted intersections in one peak hour (AM or PM).
- Task 26. Design of temporary water systems for all project areas and flushing design for 4<sup>th</sup> Avenue North 24-inch water main piping.
- Task 27. Design of any required temporary private fire suppression systems as required during construction.
- Task 28. Meet with local contractors and suppliers to discuss constructability and traffic control issues.

- Task 29. Identify potential staging areas, disruptions to private access and parking.
- Task 30. Develop a public involvement plan which shall include an educational outreach component and two (2) public informational meetings for each area (total of four (4) meetings). Meet with affected businesses and present results and provide design charette at two of said business meetings.
- Task 31. Coordinate the identification and potential relocation of private utilities including, overhead and underground power, cable TV, underground telephone and communications, petroleum oil, and natural gas.
- Task 32. Send preliminary construction plans to the private utilities for review and comment, and hold subsequent coordination meetings with the private utilities to assemble and evaluate comments (total of five (5) meetings).
- Task 33. Identify areas to perform subsurface utility "potholing" at identified pipe line or utility crossings to identify specific pipe elevations or private utility locations. Survey said pipe elevations in the field for incorporation into the design. Scope of work assumes Sanderson Stewart will provide a "vacuum" truck via subcontract to remove material in order to survey said utilities. Scope of work includes up to five (5) full 8-hour days of subcontract "potholing". Backfill holes with hot-mix asphalt.
- Task 34. Meet with Montana Rail Link officials and permitting officials for 4<sup>th</sup> Avenue water main to determine permit requirements.
- Task 35. Meet with City engineering, and public utilities department (PUD) two times.
- Task 36. Prepare preliminary traffic control plans for review to the City Engineer's Office. Coordinate with other City construction projects known in the vicinity of this project.
- Task 37. Prepare traffic control plan for 4<sup>th</sup> Avenue North.
- Task 38. Draft traffic control plan for 4<sup>th</sup> Avenue North.
- Task 39. Prepare traffic control concepts and design for 33<sup>rd</sup> to 35<sup>th</sup> Streets and 1<sup>st</sup> and 2<sup>nd</sup> Avenues North.
- Task 40. Draft traffic control plan for 33<sup>rd</sup> to 35<sup>th</sup> Streets and 1<sup>st</sup> and 2<sup>nd</sup> Avenues North.
- Task 41. Quality control review of plans.
- Task 42. Prepare Preliminary Plans and Specifications (70% design level) using all data gathered and input received.
- Task 43. Prepare opinion of probable cost with 15 percent contingency included.
- Task 44. Submit Preliminary Plans and Specifications (70% design level)

for review to all interested parties as determined by the City of Billings and Sanderson Stewart.

Phase 200 Deliverables:

Preliminary Design Hydraulic Memorandum for pipe sizing, Preliminary Geotechnical Report, Preliminary Alignment and Grade Plans (70%), Preliminary Opinion of Probable Cost with 15% contingency; Deliverables include up to five (5) sets of 24x36-inch size preliminary plans and specifications.

**Phase 300. Final Design and Bidding Services**

- Task 1. Project management, and coordination.
- Task 2. Assemble all preliminary plan review comments and redlines for incorporation into final plans.
- Task 3. Match street restoration grades with proposed development in adjacent properties as required.
- Task 4. Coordinate final design with other public utilities within the selected project corridor.
- Task 5. Incorporate recommendations of geotechnical report into final plans and specifications, including the QA/QC recommendations for materials testing during construction.
- Task 6. Prepare erosion control plan and Stormwater Prevention and Pollution Plan (SWPPP) for State permit. Contractor shall pay permit fee direct to the State of Montana and sign Notice of Intent once construction begins.
- Task 7. 4<sup>th</sup> Avenue North: Incorporate recommended traffic control plans into final plan set. Plans shall include required detours, required signing, and applicable construction phasing.
- Task 8. Draft 4<sup>th</sup> Avenue final traffic control plans.
- Task 9. 33<sup>rd</sup> to 35<sup>th</sup> Streets and 1<sup>st</sup> and 2<sup>nd</sup> Avenues South: Incorporate recommended traffic control plans into final plan set. Plans shall include required detours, required signing, and applicable construction phasing.
- Task 10. Draft 33<sup>rd</sup> to 35<sup>th</sup> Street and 1<sup>st</sup> and 2<sup>nd</sup> Avenue North final traffic control plans.
- Task 11. Complete final plan and specification sets for submittal, review, and approval by the City of Billings and the Department of Environmental Quality. The City shall pay DEQ review fees direct to DEQ (fees not included in this contract).
- Task 12. Apply for all permits, licenses, and approvals necessary to construct the project.
- Task 13. Submittal of two (2) copies of the project specifications, two (2) half-size plan sets, contract-bidding documents, design report and certified water and sewer checklist to Montana Department of

Environmental Quality (MDEQ) for approval.

- Task 14. Receive final redline comments from the City and the Department of Environmental Quality and incorporate said comments in final plans and specifications. Final plans and specifications will be prepared in accordance with the Montana Public Works Standard Specifications, Sixth Edition, April 2010 and the current adopted City of Billings Standard Modifications to the Sixth Ed. Stamp and sign all plans and specifications with seal of Professional Engineer in charge.
- Task 15. Calculate bid quantities and prepare bid proposal and contract documents. Update Engineer's Opinion of Probable cost based upon final plan quantities.
- Task 16. Assist in preparation of bid advertisement and provide documents to prospective bidders and suppliers. Bid advertisement text will be provided to the City for publication.
- Task 17. Attend pre-bid meeting.
- Task 18. Answer bid questions and issue addendums as required.
- Task 19. Attend bid opening, tabulate bids, and make recommendation to the City for award.
- Task 20. Assist in City procurement of final contract agreement, verification of insurance and bonds, and issue notice to proceed.
- Task 21. Quality control review.

**Phase 300 Deliverables:**

Plans and specifications for review and bidding, Final Opinion of Probable Cost, Bid Tabulations, Recommendation of Award, Horizontal and Vertical Project Control, and monuments.

**Phase 400. Construction Services and Contract Administration**

- Task 1. Project management and coordination.
- Task 2. Schedule and conduct pre-construction conference prior commencement of work at the site. Issue pre-construction meeting minutes to Contractor and City.
- Task 3. Implement and coordinate QA/QC testing program for materials testing developed in the design phase of the project.
- Task 4. Take preconstruction photos of proposed work areas.
- Task 5. Prepare weekly website informational update content for distribution to the City of Billings. The City will utilize its own website but will require regular informational updates prepared by Engineer to incorporate into the website.
- Task 6. Review Contractor shop drawing submittals in conformance with the information given in contract documents. Review does not

include review of any dewatering plans, shall not extend to Contractor means, methods, techniques, sequences, or procedures of construction or Contractor safety programs.

- Task 7. Attend weekly construction meetings during construction. Attend up to two weekly meeting with two construction contracts.
- Task 8. Make visits to the site at intervals appropriate to various stages of construction to observe as an experienced and qualified design professional the progress of the Contractor's executed work. Visits by Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the Resident Project Representative.
- Task 9. Scheduled regular business meetings (weekly). Provide up to 1.2 hours per week for two meetings for 2 contracts for a 160-day construction contract.
- Task 10. Random business/public meetings during construction.
- Task 11. Respond to Contractor requests for information. Issue necessary clarifications and interpretations of the Contract Documents as appropriate consistent with the intent and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- Task 12. Recommend and prepare Change Orders and Work Change Directives to City as appropriate.
- Task 13. Establish schedules, chain-of-command, and communication priorities for all parties involved in construction.
- Task 14. Provide field staking to give the Contractor measurements, lines, locations, and grades necessary for construction. Field staking shall include grade stakes or slope stakes for excavation and fill, subgrade bluetops, base gravel bluetops (if required), off-sets and grades for the water main and appurtenances thereto, off-sets and grades for manholes and inlets, off-sets for curb and gutter, and miscellaneous concrete replacement (if required).
- Task 15. Coordinate and schedule quality control testing during all phases of construction.
- Task 16. Provide full-time construction observation during construction utilizing a Resident Project Representative (RPR) to assist Engineer in observing progress and quality of the Work assuming a 160 calendar day construction contract. RPR shall report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor said clarifications and interpretations as issued by Engineer. RPR will prepare daily inspection reports, and daily diaries for the full term of construction activity.

In addition to review of major work items, inspection activities shall

include review of traffic control set-up and sediment and erosion control. Major work items include, but are not limited to: water, sanitary sewer, storm drain, irrigation utilities, subgrade preparation, gravel base course preparation, concrete work, paving, signals, lighting, and striping.

- Task 17. Review and recommend payment and contract requests in accordance with City of Billings format.
- Task 18. Coordinate daily traffic control changes and prepare media releases as required.
- Task 19. Keep track of actual in-place materials, locations, and quantities and transfer to field plans for preparation of record drawings.
- Task 20. Coordinate testing of final water installations and recommend approval or adjustments as necessary.
- Task 21. Conduct final inspection and assist in project closeout. Engineer will provide two (2) paper copies and one (1) pdf file of the record drawings based on record drawings of the Contractor with:
- Offset distances measured from the centerline of the right-of-way to all public water mains.
  - Invert elevations marked for each manhole, structure, and each connection thereto, as well as at the end of each stubbed water main, stubbed water service line and stubbed fire line.
  - Locations of water and sewer services (if any) based on measurements from property lines.
  - Elevations indicating the depth of bury of all public water mains. These elevations shall be shown at each street or right-of-way intersection and at such intervals along the public water mains as may be deemed appropriate by the City Engineer.
  - Permanent bench marks shown.
- Task 22. Prepare reproducible construction record drawings for City of Billings files from records prepared by Contractor.
- Task 23. Conduct one-year inspection with City of Billings staff and Contractor.

#### Phase 400 Deliverables:

One (1) 11x17-inch set of record drawings submitted to the Department of Environmental Quality, two (2) sets of 24x36-inch record drawings provided to the City of Billings, one (1) set of electronic files (pdf format) provided to the City of Billings, one (1) copy of materials and water main testing records, and final record of project construction cost.

## Appendix B

### Methods and Times of Payment

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#### 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 prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed Six hundred seventy two thousand eight hundred twenty one and 00/100 Dollars (\$672,821.00) based on the following tasks:

Phase 100	Project Initiation and Scoping	\$	6,800.00
Phase 200	Preliminary Design Services	\$	215,364.00
Phase 200A	Pot Holing of Sub Surface Utilities	\$	33,850.00
Phase 300	Final Design and Bidding	\$	89,750.00
Phase 400	Construction Services	\$	327,057.00

- B. Final payment shall be the above stated basic fee less all previous payments.

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

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for on an hourly basis at the applicable fees in Appendix D or by an addendum to the Agreement.

#### 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 and hourly rates as shown in Appendix D have increased for all comparable clients.

## **Appendix C**

### **Additional Services of Engineer**

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

- A. 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**

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Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. Hourly rates for services effective on the date of this Agreement are included below.

The itemized schedule provided below includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit. Direct project costs not itemized herein shall be paid for at actual cost.

The cost of Professional Liability Insurance coverage is included in the hourly rates of personnel.

## CHARGE OUT RATES EFFECTIVE JANUARY 1, 2010

### SURVEY CREW SERVICES

1-man Crew	\$ 145.00 /hour
2-man Crew	\$ 175.00 /hour
NOTE:	
1)	Charge out rate for travel time to and from the site same as above.
2)	Minimum of one-hour charge for field crew time.

### STAFF PERSONNEL SERVICES

Expert Witness/Special Consultant	\$ 250.00 /hour
Principal	\$ 150.00 /hour
Senior Engineer	\$ 115.00 /hour
Project Engineer	\$ 90.00 /hour
Staff Engineer	\$ 77.00 /hour
Engineer Intern	\$ 66.00 /hour
Land Planner/Landscape Architect	\$ 105.00 /hour
Landscape Designer	\$ 77.00 /hour
Senior Professional Land Surveyor	\$ 105.00 /hour
Professional Land Surveyor	\$ 95.00 /hour
Staff Surveyor	\$ 79.00 /hour
Designer	\$ 75.00 /hour
CADD Technician	\$ 65.00 /hour
Senior Construction Engineering Technician	\$ 88.00 /hour
Construction Engineering Technician	\$ 65.00 /hour
Construction Inspector	\$ 60.00 /hour
Project Administrator	\$ 65.00 /hour
Party Chief	\$ 75.00 /hour
Administrative/Clerical	\$ 50.00 /hour

Outside Consultants:

- 1) At cost if independently billed direct to client.
- 2) Cost plus 5% if billed through us.

Independent Laboratories:

- 1) At cost if independently billed direct to client.
- 2) Cost plus 5% if billed through us.

**ADMINISTRATIVE EXPENSES**

Administrative expenses (including copies, prints, phone, postage, materials, and travel) based on professional services only 3.5% \*

\* *unless modified by contract*

## Appendix E

### Project Schedule

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Based on a notice to proceed by Billings date no later than October 26, 2010, the completion date for the Engineer's work through final design shall be:

1. Project Initiation and Scoping: November 10, 2010
2. Preliminary Design Services (70% Design): January 30, 2010
3. Final Design Engineering Services: March 15, 2010

Construction Services to be based on Contractor Schedule.

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**

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(Attach Certificate(s) of Insurance)

**Regular City Council Meeting**

**Date: 10/25/2010**

**TITLE:** 800 MHz Frequency Reassignment

**PRESENTED BY:** Paul Dextras

**Department:** Fire

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City Council is being asked to approve an agreement with Sprint Nextel that allows the City of Billings to exchange one of the City's currently licenced 800 MHz frequencies (866.0125) for a new frequency that is outside of the radio frequency spectrum used by Sprint Nextel.

On July 12, 2010, the City Council approved the Frequency Reassignment Agreement between Sprint Nextel and the City of Billings. The agreement now before the City Council formally outlines the process for decommissioning and reassigning one of our 800 Mhz frequencies and allows the City to begin to retune our radio system to accommodate the new frequency assignment.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the agreement; or
- Reject the agreement - which would be contrary to the terms and conditions of the July 12, 2010 Frequency Reassignment Agreement between the City of Billings and Sprint Nextel.

**FINANCIAL IMPACT**

There is no cost to the City of Billings for this frequency reassignment. Sprint Nextel bears all associated expenses.

**RECOMMENDATION**

Staff recommends approval of the proposed settlement.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Sprint Agreement

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**Sprint Nextel**  
4643 S. Ulster Street, Suite 200  
Denver, CO 80237  
Ph: (303) 889-2055  
Cell: (303) 472-3477  
Email: Anita.Margittai@Sprint.Com

**Anita Margittai**  
Project Manager Spectrum Group  
800 MHz Reconfiguration  
Rebanding

September 22, 2010

**VIA Email**

**To:** Anne Kindness  
City of Billings  
Email: [KindnessA@ci.billings.mt.us](mailto:KindnessA@ci.billings.mt.us)

**Cc:** Alan S. Tilles Esquire  
Shulman Rogers Gandal Pordy & Ecker, PA  
[atilles@shulmanrogers.com](mailto:atilles@shulmanrogers.com)

**Cc:** 800 MHz Transition Administrator [TA]  
Email: [RSL@800ta.org](mailto:RSL@800ta.org)

Joe Blair  
TA Regional Coordinator  
Email: [wblair@deloitte.com](mailto:wblair@deloitte.com)

**RE:** Notice of Retuning Schedule related to the Frequency Reconfiguration Agreement ("Agreement") dated 08/05/2010, by and between the City of Billings, a political subdivision of the State of Montana ("Incumbent" or "Licensee"), and Nextel West Corp. ("Nextel")

**Billings, City of, MT – Project Code DL8910451127**

Dear Ms. Kindness:

Pursuant to the Frequency Reconfiguration Process and the Retuning Cooperation Sections of the above referenced Agreement, Nextel, by this letter, is providing Notice to Incumbent of the "Schedule" (as defined in the Agreement) to begin and complete the reconfiguration contemplated by the Agreement.

Your Implementation Schedule has been determined to be as follows:

1. Nextel will ensure that, the Replacement Frequencies will be cleared of all users following the grant of a modification to add the Replacement Frequencies to Incumbent's license or grant by the FCC of a new FCC license for Incumbent that includes the Replacement Frequencies. Nextel will ensure that, the Replacement Frequencies will be cleared of all users no later than **October 22, 2010** ("Nextel Clear Date").
2. The FCC Applications for the Replacement Frequencies will be filed by Nextel (unless otherwise indicated in the Agreement) no later than 20 business days prior to the Nextel Clear Date.
3. Nextel will notify Incumbent of the decommissioning of the Replacement Frequencies' within five (5) business days following completion.
4. Incumbent will then begin their infrastructure retune on **October 27, 2010** and will clear all users from the Incumbent Frequencies and have completed the infrastructure retune no later than **February 28, 2011** ("Incumbent Clear Date").
5. Incumbent will notify Nextel that Incumbent has completed the infrastructure retune and cleared the Incumbent Frequencies of users within five (5) days following the Incumbent Clear Date.

If there are any concerns or issues related to Incumbent's ability to complete its activities related to this Schedule **on time**, please contact me **as soon as possible**. If there are any concerns related to the FCC filings related to this Agreement, please contact Robin Cohen in our Government Affairs department.

Please sign the acknowledgement below indicating your acceptance to the Schedule as outlined in this letter, and: (1) return a signed copy by fax to (678) 405-8252 and (913) 523-8779 (2) return two originals of the signed letter to us by pre-paid FedEx (label enclosed). The letter will be signed on behalf of Nextel and an original will be returned to you for your records.

Thank you for your attention to this matter.

Sincerely,

*Anita Margittai*

Anita Margittai  
Project Manager  
Sprint Nextel

**Incumbent and Nextel hereby acknowledge and accept the terms presented by Nextel in this letter to constitute the Schedule for purposes of complying with the above referenced Agreement:**

<b>Incumbent:</b>  <b>By:</b> _____ <b>Name: Thomas W. Hanel</b> <b>Title: Mayor</b>	<b>Nextel:</b>  <b>By:</b> _____ <b>Name: William Jenkins</b> <b>Title: VP Spectrum Management</b>
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**Regular City Council Meeting**

**Date: 10/25/2010**

**TITLE:** W.O. 04-12--Phase 3, Alkali Creek Road Maint. and Slope Reconstruction, Change Order 7 to CMG Construction Contract

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

Kadmas, Lee & Jackson Engineering (KLJ), the designer and consultant for W.O. 04-12, Alkali Creek Road Maintenance and Slope Reconstruction, has submitted Change Order Number Seven (CO #7) to modify the contract with CMG Construction associated with the project referenced above. CO #7 involves reconciling labor and materials quantities used through the date of Substantial Completion. No additional time is requested, but added costs result from the changes, as outlined below.

A large portion of CMG's contract is based on unit price bids. Substantial Completion was achieved September 17, 2010, so actual quantities are now known for everything installed and constructed up to that date. CO #7 reconciles the quantities compared to the bid estimates. Some quantities have increased, while others have decreased. CO #7 is not a "FINAL" reconciling change order, as Final Completion of the project will not be reached until the spring of 2011. There is a possibility of a few of the quantities being reconciled further after the work is completed and W.O. 04-12 achieves Final Completion.

Change Order No. Seven creates an increase of \$50,340.00 to the contract amount. CO #7 results in a project change order total of \$280,656.19. As approved by City Council on July 26, 2010, the City Administrator is authorized to execute change orders totaling up to \$233,655.80 for this project, but CO #7 exceeds that limit, so Council approval is now needed.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve Change Order No. 7 to CMG Construction's contract for W.O. 04-12; or
- Not approve Change Order No. 7.

**FINANCIAL IMPACT**

This project is being funded by Arterial fees and a grant approved by HB 645 and funded from ARRA funds. CO #7 represents an addition to the project's costs. The approved project budget includes a contingency to pay for circumstances characteristic with those depicted in CO #7. All funds from HB 645 have been expended, but there are still adequate funds available to cover the additional costs. The majority of the previous change orders were due to extending the multiuse path further than designed and adding more landscaping, which were both desired by the City but removed early in the project due to construction cost estimates. After bids were received, there was budget remaining to add these two important features. The table below summarizes the financial impact to the project.

ORIGINAL CONSTRUCTION CONTRACT: \$1,336,558.00

	<u>Amount</u>	<u>% of Contract</u>	<u>Total % of Contract</u>
Change Order 1	\$ 133,154.88	9.96%	
Change Order 2	\$ 25,082.54	1.88%	
Change Order 3	\$ (5,167.00)	-0.39%	
Change Order 4	\$ 30,712.00	2.30%	
Change Order 5	\$ 46,533.77	3.48%	
Change Order 6	\$ 0.00	0.00%	
Change Order 7	\$ 50,340.00	3.77%	
<hr/>			
TOTALs to date:	\$ 280,656.19		21.00%

**RECOMMENDATION**

Staff recommends that Council authorize the Mayor to execute Change Order No. 7 to the contract with CMG Construction, in the amount of \$50,340.00, for W.O. 04-12--Phase 3, Alkali Creek Road Maintenance and Slope Reconstruction.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Change Order 7 Attachment

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# Change Order

## No. Seven (7)

Date of Issuance: October 11, 2010

Effective Date: October 11, 2010

Project: Alkali Creek Road Maintenance and Slope Reconstruction	Owner: City of Billings	Owner's Contract No.: W.O. 04-12 -- Phase 3
Contract: City of Billings Work Order No. 04-12-Phase 3 / Alkali Creek Road Maintenance and Slope Reconstruction / Bid Schedule 1 and Bid Schedule 2		Date of Contract: 4/26/2010
Contractor: CMG Construction, Inc.		Engineer's Project No.: 2403126

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

#### Description:

This change order is to adjust the contract amount to reflect the Work that is 100% installed to-date and to adjust bid quantities for Work that is anticipated to be installed upon final completion. Final quantity reconciling will occur after final completion in Spring 2011. There is no contract time adjustment with this change order; see Change Order No. 2 for contract time distinction related to landscape items.

#### Attachments (list documents supporting change):

Change Order No. 7 – Quantity Adjustments (table)

#### **CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$1,336,558.00

Increase from previously approved Change Orders No. 1 to No. 6:

\$230,316.19

Contract Price prior to this Change Order:

\$1,566,874.19

Increase of this Change Order:

\$50,340.00

Contract Price incorporating this Change Order:

\$1,617,214.19

#### **CHANGE IN CONTRACT TIMES:**

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): 08/17/2010

Ready for final payment (days or date): 08/31/2010

Increase from previously approved Change Orders No. 1 to No. 6:

Substantial completion (days): 34 calendar days

Ready for final payment (days): 34 calendar days

Contract Times prior to this Change Order:

Substantial completion (days or date): 09/20/2010

Ready for final payment (days or date): 10/04/2010

Increase of this Change Order:

Substantial completion (days or date): (None)

Ready for final payment (days or date): (None)

Contract Times with all approved Change Orders:

Substantial completion (days or date): 09/20/2010

Ready for final payment (days or date): 10/04/2010

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

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

Approved by Funding Agency (if applicable):  
\_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

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

**Work Order 04-12 (Phase 3)**  
**Alkali Creek Road Maintenance and Slope Reconstruction**

**Change Order No. 7 - Quantity Adjustments**  
**September 28, 2010**

*Adjust each item's bid quantity with these quantity adjustments*

Item No.	Description	Quantity Adjustment	Unit	Unit Cost	Total Cost
107	Excavation - Unclassified	-411	CY	\$ 10.00	\$ (4,110.00)
108	Excavation - Slaved Soil and Seedbed	-20	CY	\$ 14.00	\$ (280.00)
109	Embankment In-Place	-151	CY	\$ 11.00	\$ (1,661.00)
110	Geosynthetic - Reinforcement	612	SY	\$ 3.00	\$ 1,836.00
111	Geosynthetic - Filter Fabric	568	SY	\$ 1.50	\$ 852.00
112	Asphalt Removal - Milling (1/2-inch)	-530	SY	\$ 1.00	\$ (530.00)
113	Existing Curb and Gutter Removal	15	LF	\$ 10.00	\$ 150.00
117	Existing Manhole to Adjust - Watertight Upgrade	-1	EA	\$ 1,500.00	\$ (1,500.00)
124	6" Minust Filter Rock	238	CY	\$ 25.00	\$ 5,950.00
126	2-inch Asphalt Concrete Surface Course Type B Modified (Overlay)	454	TON	\$ 50.00	\$ 22,700.00
128	Asphalt Cement PG64-22	22	TON	\$ 350.00	\$ 7,700.00
132	Ribbon Curb (24" Wide)	121	LF	\$ 12.00	\$ 1,452.00
133	Ribbon Curb (18" Wide)	-107	LF	\$ 15.00	\$ (1,605.00)
134	Concrete Driveway Aprons	103	SF	\$ 6.00	\$ 618.00
135	4-Inch Concrete Sidewalk	-585	SF	\$ 8.00	\$ (4,680.00)
136	6-Inch Concrete Sidewalk	267	SF	\$ 6.00	\$ 1,602.00
137	Detectable Warning Panel	4	SF	\$ 50.00	\$ 200.00
145	24-Inch Culvert with FETS - RCP	-3	LF	\$ 70.00	\$ (210.00)
147	New Sign - Installed	2	EA	\$ 400.00	\$ 800.00
148	Epoxy Pavement Marking (4-inch)	3272	LF	\$ 1.00	\$ 3,272.00
161	Riprap - Slope and Channel Erosion Control	-4	CY	\$ 9.00	\$ (36.00)
164	Existing Concrete Flatwork Removal	138	SY	\$ 25.00	\$ 3,450.00
C.O. 4-2	Embankment In-Place	249	CY	\$ 23.00	\$ 5,727.00
C.O. 4-3	Geosynthetic - Reinforcement	1457	SY	\$ 5.00	\$ 7,285.00
C.O. 4-4	24" Wide Geocomposite Strip Drain	42	LF	\$ 9.00	\$ 378.00
C.O. 4-5	Riprap - 24" Minus (Buttress Face)	50	CY	\$ 22.00	\$ 1,100.00
205	Asphalt Removal - Milling (1/2-inch)	-55	SY	\$ 1.00	\$ (55.00)
206	Excavation - Unclassified	121	CY	\$ 10.00	\$ 1,210.00
212	Riprap - Slope and Channel Erosion Control	88	CY	\$ 12.00	\$ 1,056.00
213	1-1/2" Minus Crushed Base Course	38	CY	\$ 20.00	\$ 760.00
219	Ribbon Curb (24" Wide)	126	LF	\$ 12.00	\$ 1,512.00
220	Ribbon Curb (18" Wide)	-126	LF	\$ 15.00	\$ (1,890.00)
221	4-Inch Concrete Sidewalk	-266	SF	\$ 8.00	\$ (2,128.00)
222	24-Inch Embankment Protector with FETS	-19	LF	\$ 65.00	\$ (1,235.00)
224	Epoxy Pavement Marking (4-inch)	610	LF	\$ 1.00	\$ 610.00
<b>TOTAL</b>					<b>\$ 50,300.00</b>

*Bid quantity adjustments made on Payment Application No. 5 without documentation*

123	Riprap - Rock Buttress	20	CY	\$ 12	\$ 240.00
138	12-Inch Embankment Protector with FETS	-4	LF	\$ 50	\$ (200.00)
<b>TOTAL</b>					<b>\$ 40.00</b>

**Regular City Council Meeting**

**Date: 10/25/2010**

**TITLE:** Amendment Two to Standard Parking Corporation Automobile Parking Concession Agreement

**PRESENTED BY:** Tom Binford

**Department:** Airport

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**Information**

**PROBLEM/ISSUE STATEMENT**

The City entered into an Automobile Parking Concession Agreement with Standard Parking Corporation on October 12, 2004, to operate the public parking lots at Billings Logan International Airport. The Agreement was for a five-year term commencing November 1, 2004, and ending on October 31, 2009. The Airport recently completed its Master Plan, which included a preliminary study of the Airport's parking. The Airport will now do a comprehensive review of all parking facilities and needs to evaluate and plan for overall parking for the public, employees, and ready and rental parking for the car rental companies that operate at the Airport. The Airport worked with Standard Parking on Amendment One to extend the term of the Agreement for an additional year and setting a new expiration date of October 31, 2010, to permit the Airport adequate time to complete its comprehensive parking review. Additionally, due to both the recession and downturn in the aviation industry, parking activity in the public lots has been negatively impacted. Therefore, Amendment One also provided assurance to Standard Parking that it can meet its operating costs of operating the public parking lots by setting a guaranteed minimum annual revenue amount of \$304,000 to Standard Parking. The City Council approved Amendment One on January 11, 2010. Leigh Fisher has been retained to assist the Airport with the parking study, which should be completed in the next six months. The Airport has once again worked with Standard Parking on Amendment Two to extend the term of the Agreement for an additional year, setting a new expiration date of October 31, 2011, and continuing the guaranteed minimum annual revenue for Standard Parking for the additional year. This extension will allow the Airport adequate time to review the results of the study, develop an implementation plan, and then bid the parking concession with any changes that may need to be included as a result of the study, including possible participation in capital costs as part of the concession agreement.

**ALTERNATIVES ANALYZED**

The Airport considered two alternatives: (1) extending the Agreement for an additional year, which would provide time for the comprehensive parking review prior to bidding another multi-year agreement, and including any of the potential changes in the bidding packet, or (2) bidding the parking concession operation before the completion of the comprehensive parking review and potentially having to make amendments later, once the parking study was completed.

The City Council may:

- Approve Amendment Two with Standard Parking, extending the term an additional twelve (12) months and continuing the guaranteed minimum annual revenue to Standard Parking; or
- Not approve Amendment Two with Standard Parking and direct Staff to place the concession out for bid prior to the completion of the parking study.

**FINANCIAL IMPACT**

The Airport's parking concession generates significant annual revenue for the City. The rental revenue is based on gross receipts and a graduated percentage of gross receipts at certain gross receipt thresholds. During the last year of the Agreement, November 1, 2009 through October 31, 2010, the concession is expected to generate approximately \$1,722,000 in parking revenue for the Airport. The projected revenue for the additional year of the Agreement is estimated to be approximately the same.

**RECOMMENDATION**

Staff recommends that the City Council approve Amendment Two, which extends the term of the Automobile Parking Concession Agreement with Standard Parking Corporation for one year, establishes a new expiration date of October 31, 2011, and provides the Airport with a guaranteed minimum annual revenue amount of \$1,300,000.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Standard Parking Agreement Amendment

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AMENDMENT TWO  
TO  
CITY OF BILLINGS  
AND  
STANDARD PARKING CORPORATION  
AUTOMOBILE PARKING CONCESSION AGREEMENT

WITNESSETH

WHEREAS, on October 12, 2004, the City of Billings (City) and Standard Parking Corporation, (Concessionaire) entered into an Automobile Parking Concession Agreement (Agreement), and

WHEREAS, the Agreement was scheduled to end at 11:59 p.m. local time, October 31, 2009, and

WHEREAS, both parties desired to extend the term of the Agreement for an additional twelve-month period, to expire at 11:59 p.m. local time, October 31, 2010, and

WHEREAS, in order to ensure Concessionaire's operating costs are met, both parties desired to also amend the Rentals and Charges to guarantee a minimum annual revenue of \$304,000 for the Concessionaire, and

WHEREAS, on January 11, 2010, both parties entered into Amendment One to the Agreement, extending the term for an additional twelve-month period, and guaranteeing a minimum annual revenue of \$304,000 for the Concessionaire, and

WHEREAS, both parties now desire to further extend the term of the Agreement for an additional twelve-month period to expire at 11:59 p.m. local time, October 31, 2011, and

WHEREAS, both parties also wish to continue the minimum annual revenue guarantee of \$304,000 for the Concessionaire in order to ensure Concessionaire's annual operating costs are met.

NOW THEREFORE, in consideration for the continued payment to the City, a percentage of annual Gross Receipts for Agreement Year seven, and a continued minimum annual rental guarantee to the City for Agreement Year seven, the parties hereto covenant and agree to amend said Agreement effective November 1, 2010, as follows:

### **ARTICLE III – TERM OF AGREEMENT**

1. The term of this Agreement shall commence as of 12:00 a.m. local time, November 1, 2004 and shall end at 11:59 p.m. local time, October 31, 2011.

### **ARTICLE VI – RENTALS AND CHARGES**

#### Percentage Rent

Concessionaire agrees to pay the following percentage rent:

Agreement years three through seven:

100% of Gross Receipts from \$0.00 to \$900,000

0% of Gross Receipts from \$900,000.01 to \$1,150,000

100% of Gross Receipts from \$1,150,000.01 to \$1,600,000

95% of Gross Receipts in excess of \$1,600,000

Notwithstanding the "revenue sharing" provided by the allocation of revenues pursuant to the above percentage rent formula, Concessionaire guarantees the City the greater of either:

- A. The above percentage rent formula, or
- B. A minimum annual rental guarantee equal to \$900,000 for Agreement year one;  
A minimum annual rental guarantee equal to \$950,000 for Agreement year two;  
A minimum annual rental guarantee equal to \$1,200,000 for Agreement year three;  
A minimum annual rental guarantee equal to \$1,200,000 for Agreement year four;  
A minimum annual rental guarantee equal to \$1,300,000 for Agreement year five;  
A minimum annual rental guarantee equal to \$1,300,000 for Agreement year six;  
A minimum annual rental guarantee equal to \$1,300,000 for Agreement year seven.

The minimum annual rental guarantee is only applicable in the Agreement Years in which the annual enplaned passenger numbers exceed 250,000. The annual enplaned passenger number will be calculated by the City using the information provided by the air carriers for all enplaned passengers during each Agreement Year.

The City also consents to continue to provide the Concessionaire a guaranteed minimum annual revenue, which shall be no less than \$304,000 for the seventh Agreement Year. In the event that the Concessionaire's annual revenue generated based on the percentage rent formula above is less than \$304,000 at the end of the last month of the seventh Agreement Year, Concessionaire shall deduct the balance needed to achieve the \$304,000 of guaranteed minimum annual revenue from the final month's percentage of Gross Receipts payment due to the City.

FURTHER, all other terms and conditions of the Agreement commencing on the 1st day of November 2004, remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

ATTEST:

CITY OF BILLINGS

BY \_\_\_\_\_  
CITY CLERK

BY \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM

STANDARD PARKING CORPORATION

BY \_\_\_\_\_  
CITY ATTORNEY

BY \_\_\_\_\_

**Regular City Council Meeting**

**Date:** 10/25/2010

**TITLE:** Work Order 02-10-P1: 6th Avenue North to Bench Boulevard

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Public Works Department received a letter from the Yellowstone County Commissioners on October 6, 2010. In this letter, the Commissioners requested that a grade-separated pedestrian crossing be included with the design and construction of the 6th Avenue North to Bench Boulevard Connection project. The tunnel will eliminate the conflict of the MetraPark patrons with the vehicular traffic on Bench Boulevard. The scope of services in the Morrison-Maeirle contract for the design of this project did not include the design of a pedestrian tunnel. Currently, the scope of services is being reviewed by the Montana Department of Transportation (MDT) to ensure that the contract meets the federal requirements. The review may cause the contract to be altered. As such, this memo requests that the City Council authorize the Mayor to amend the original design contract with Morrison-Maierle, Inc. by up to \$90,000 to include the design of the grade-separated pedestrian crossing.

**ALTERNATIVES ANALYZED**

The Council may:

- Authorize the Mayor to sign the finalized amendment (not to exceed \$90,000)
- Not authorize the Mayor to sign the finalized amendment (not to exceed \$90,000)

**FINANCIAL IMPACT**

The design fee for the grade-separated pedestrian crossing will not exceed \$90,000. The design and construction of the pedestrian tunnel will be funded within the approved project budget. All costs for the pedestrian facility above the approved budget will not be the responsibility of the City of Billings.

**RECOMMENDATION**

Staff recommends that the Council authorize the Mayor to sign the Supplemental Amendment No. 7 to Contract for Professional Architectural and Engineering Services for the 6th Avenue North to Bench Boulevard project for up to \$90,000.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Amend #7 (with Exh. A)

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**SUPPLEMENTAL AMENDMENT NO. 7**

**TO**

**CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND  
ENGINEERING SERVICES**

**CITY OF BILLINGS WORK ORDER #02-10**

**FOR**

**CM 1099(32), 6<sup>th</sup> Avenue North to Bench Boulevard, CN 4553**

THIS AGREEMENT made and entered into on \_\_\_\_\_, 2010, by  
and between the following:

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

and

Morrison-Maierle, Inc.  
315 N. 25<sup>th</sup> Street  
Suite 102  
Billings, MT 59101  
Hereinafter designated the CONSULTANT

**WITNESSETH:**

WHEREAS, the CITY and CONSULTANT have entered into a contract dated February 10, 2003, for CONSULTANT to provide engineering services to CITY for design engineering of certain improvements for the project referenced above; and

WHEREAS, the contract was modified by Supplemental Amendment #1 in May 2003 to account for costs associated with Subsurface Utility Engineering and air quality assessment; and

WHEREAS, the contract was modified by Supplemental Amendment #2 in July 2005 to account for costs related to evaluation of numerous alternatives for the referenced project, including but not limited to various ramp configurations, grade separations, roundabouts, and a number of traffic control alternatives; and

WHEREAS, the contract was modified by Supplemental Amendment #3 in July 2005 to account for costs related to a detailed operational review of roundabout options for the project, evaluation of Main Street / 6<sup>th</sup> Avenue North intersection options,

including but not limited to an at-grade intersection, modified diamond, and single point urban interchange, and consideration of re-alignments of 4<sup>th</sup> Avenue North, west of Main Street; and

WHEREAS, the contract was modified by Supplemental Amendment #4 in May 2006 to develop a new Alignment Review package incorporating changes to certain project features / modifications in an effort to bring the project's scope and impact back in-line with original expectations; and

WHEREAS, the contract was modified by Supplemental Amendment #5 in June 8, 2009 to develop additional engineering services for a detailed design for the 6th Ave. N to Bench Blvd - Billings, Phase 1 project.; and

WHEREAS, the contract was modified by Supplemental Amendment #6 in September 10, 2010 to develop additional appraisal services for the right-of-way acquisition for the 6th Ave. N to Bench Blvd - Billings, Phase 1 project.; and

WHEREAS, the CITY has requested additional design services for a pedestrian underpass crossing Bench Boulevard for the 6th Ave. N to Bench Blvd - Billings, Phase 1 project.

WHEREAS, the costs and expenses of these additional engineering services are identified on Attachment A, dated October 1, 2010; and

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

WHEREAS, the CITY has the authority to contract for consulting engineering services.

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

1. This amendment increases the total contract by \$89,803.00. Modify Part I, Section 4B. Compensation, Subpart A.

*From:*

Total payment to the Consultant for the work covered under this Agreement will not exceed **One Million Two Hundred Thirty-Seven Thousand Twenty-Five Dollars and no/100 (\$1,237,025.00).**

*To:*

Total payment to the Consultant for the work covered under this Agreement will not exceed **One Million Three Hundred Twenty-Six Thousand Eight Hundred Twenty-Eight Dollars and no/100 (\$1,326,828.00).**

All other terms and conditions of the contract to which this Supplemental Amendment applies shall remain in full effect.

**MORRISON-MAIERLE, INC.**

NAME: Carl J. Anderson, P.E.

BY: \_\_\_\_\_

TITLE: Vice President

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

**CITY OF BILLINGS, MONTANA**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## EXHIBIT A

### SCOPE OF WORK

**Project Title:** Pedestrian Underpass

MT-CM 1099(32)

6<sup>th</sup> Avenue North to Bench Boulevard

CN 4553

**General Project Description:**

As a Bidding Alternative, the project proposes to provide an ADA compliant pedestrian underpass access to the Metra Auto Plaza main entrance serving parking areas north of the new Bench Boulevard alignment as designed with the overall project. The initial alignment begins at a point on the existing maintenance road progressing southeast to, and under Bench Boulevard (approx Sta 110+00) to a common landing serving a ramp and stairs that terminate at grade and within a short distance of the Metra's primary front access.

The project includes clearing, grubbing and excavation of up to approximately 3,500-4,000 CY of material excavated from the proposed access alignment to be constructed as a component of the overall project. The initial underpass proposal is to use precast concrete box culvert sections with inside measurements of 14' wide by 10' tall.

The resulting components include an estimated 600+ linear feet of concrete retaining walls, concrete landings, ADA concrete ramp access, sidewalk, handrails, and concrete stairs. It is also anticipated that current design modifications will include vertical & horizontal realignment of the storm drain design within the affected area, accommodation of pedestrian access to the bus turnout as a result of the concrete ramp, and modifications to the parking area surface at the terminus of the underpass stair and ramp components.

**Specific Work Elements:**

**1. Design Phase**

**A. *Design Options Meeting.*** A pre-design meeting following City Council approval will be held with Engineering staff and other stakeholders to allow the Consultant to propose project options and hear concerns of all agencies and partners.

**B. *Collect Additional Topographic Data***

Additional topographic data and underground utility locate information is to be collected as needed to accommodate extents of proposed underpass location(s). An outside subcontractor (previously contracted on project) will be utilized for underground utility data collection.

### **C. *Additional Geotechnical Boring Analysis***

Due to the known presence of bedrock and poor fill materials, further geotechnical investigation is required within the immediate area of the proposed underpass. An outside subcontractor (previously contracted on project) will be utilized for geotechnical analysis.

### **Final Plan Preparation**

This activity will include the preparation of the final plans for the Bench Pedestrian Underpass Project activities defined in the Consultant Users Manual & Activity Descriptions for Final Plan Preparation. The following will be included and assumed under this activity:

- Revisions to all plans and design based on review comments received from the City of Billings and MDT's Consultant Design Bureau.
- Submit Final cost estimate and plan set for the Pedestrian Underpass as a separate element and as a Bid Alternative to the overall project. Original approved project design plans remain intact.
- Submittal of 100-percent plans, special provisions and electronic files for inclusion/substitution within the overall construction plan set.
- Expedited agency review durations to allow inclusion of plan set into the overall project for bid and advertising during the agreed-upon MDT letting schedule.

### **General Exclusions**

To contain costs in the performance of the Final Plan Preparation, certain assumptions are employed. The assumed exclusions are as follows:

- Due to the nature of the pedestrian underpass, revisions to the Environmental Document, Final Hydraulic Report, and Scope Of Work Report are not anticipated nor proposed.
- Associated changes in the Right-of-Way for the pedestrian underpass are not anticipated or reflected within the project scope.

### **Roadway Design Component**

This activity includes the preparation of plans and related information for the Final construction plan submittal. The following will be included under this activity:

- Modify existing construction plan sheets to accommodate underpass design and create new sheets as needed with respect to the new structure
- Prepare special provisions
- Prepare construction cost estimate of current design with underpass design

The following assumptions are made regarding the underpass roadway component:

- Underpass plan set as a stand-alone group (additive alternate for bidding purposes) that augments the overall approved project design plans
- Construction scheduling constraints same as overall project regarding Metra event venue
- Design effort includes incorporation of safety lighting within the underpass structure
- Current affected parking surface is to be replaced at grade without changes to overall grading
- 10' wide sidewalk component for immediate access to the underpass structure only

#### Roadway Design Exclusions

The following exclusions are made regarding the current design:

- It is assumed that additional parking area lighting is not required
- Design for adjoining sidewalk or trail connections beyond the immediate connection to the underpass access is not included
- Additional pedestrian signing is not considered within this scope

#### **Structure Design Component**

This activity will include the preparation of the pedestrian underpass plans for inclusion into the Construction plan set. The following will be included in this activity:

- Perform box culvert layout for a Standard precast concrete box culvert meeting the requirements of AASHTO M 259 or AASHTO M 273 with no specific structural design.
- Cast-in-place concrete headwall, wingwalls, and retaining walls with minimal aesthetic treatments. Aesthetics are expected to be similar to proposed upper lot walls (possibility as integral colored concrete only).
- Where required, simple coated chain link fencing that is similar to proposed upper parking lot fence protection.
- Painted steel two rail hand rails where open access and painted single hand rail against walls

#### Structure Design Exclusions

The following exclusions are made regarding the current design:

- It is assumed that miscellaneous utility structures are not required for this component.

- No accommodation for a “switch-back” type ADA access ramp is made for the Metra-side underpass entrance, which requires extensive retaining wall effort beyond typical retaining wall design.

### ***Deliverables***

The Consultant will submit seven (7) 11x17 hard copy sets of the construction plans, profiles and details to MDT’s Consultant Design Bureau and the Billings City Engineering Department by December 16, 2010. Submittal plans will include:

- Underpass tunnel plans and profiles
- Underpass structural details
- Underpass site plan
- Miscellaneous Details
- Utility Plan Update
- Special Provisions
- Standard MDT Construction Cost Estimate
- Electronic files, as appropriate



**Roadway Design Summary**

	Total Hours	Principal/ PM	Sr.Trans/ Bridge Eng.	Proj. Eng.	Design Eng.	CADD Tech.	Survey Crew	Clerc.
<b>Plans Preparation</b>								
a. Survey Sheets	0							
b. Summary Sheets	18		2		8			
c. Title/Note sheets	3			1		2		
d. Detail Sheets (All inclusive)	90		2	8	40	40		
e. Plan and Profile Sheets	28			4	8	16		
f. Retaining Wall Layout	12				4	8		
g. Grading Plans/Erosion Control Plan	18				16	2		
h. Tunnel Safety Lighting Analysis	12				8	4		
i. Tunnel Lighting Design	20			4	8	8		
h. Internal Review(Q/C) & Revisions	24		8	8	8			
i. Cost Estimate	10	2		8				
j. Pick-up surveys/Revise strip map	25		1		16		8	
k. New cross sections	24				8	16		
<b>SUBTOTAL (HOURS)</b>	<b>284</b>	<b>2</b>	<b>13</b>	<b>49</b>	<b>116</b>	<b>96</b>	<b>8</b>	<b>0</b>
<b>Structural Design</b>								
Perform Preliminary Structural Layout								
a. Pedestrian Underpass Box Culvert	22		2	4	8	8		
b. Retaining walls	124		4		80	40		
c. Wing walls	16				8	8		
d. Head walls	26		2		16	8		
Railing and Barrier Details								
a. Pedestrian Underpass/Bus Turnout sidewalk bridge	18		2		8	8		
Aesthetic Treatments								
b. Railing	5		1		4			
b. Retaining walls	6		2		4			
c. Wing walls	4		2		2			
Quality Control Review-Structural	2		2					
<b>SUBTOTAL (HOURS)</b>	<b>223</b>	<b>0</b>	<b>17</b>	<b>4</b>	<b>130</b>	<b>72</b>	<b>0</b>	<b>0</b>
<b>Modify existing Roadway Plan Sheets</b>								
1) guardrail calcs/drawing revision	5		1	4				
2) Summary Frame revisions	6				4	2		
3) Storm P&P	10		2			8		
4) Bus Turn Out Detail	10			2	4	4		
5) Asphalt & Curb Removal, New Curb Detail	8				4	4		
6) Modify Ex. Cross sections	24				8	16		
<b>SUBTOTAL (HOURS)</b>	<b>63</b>	<b>0</b>	<b>3</b>	<b>6</b>	<b>20</b>	<b>34</b>	<b>0</b>	<b>0</b>
<b>Special Provisions</b>								
	20	4		16				
	0							
<b>Quality Control Review</b>								
	12	12						
	0							
	0							
<b>SUBTOTAL (HOURS)</b>	<b>32</b>	<b>16</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Agency Plan Review &amp; Submittal</b>								
Revise Plans after Review	20			4	8	8		
Re-Submittal	12			4	4			4
Coordinate CoB & MDT Consultant Design Comments	16			8	8			
	0							
<b>SUBTOTAL (HOURS)</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>20</b>	<b>8</b>	<b>0</b>	<b>4</b>
<b>Meetings / Correspondence</b>								
a. Design Options Meeting/Prep	28		8	12	8			
b. Project Management & Coordination	32			32				
	0							
<b>SUBTOTAL (HOURS)</b>	<b>60</b>	<b>0</b>	<b>8</b>	<b>44</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL ACTIVITY 134</b>	<b>710</b>	<b>18</b>	<b>24</b>	<b>131</b>	<b>164</b>	<b>138</b>	<b>8</b>	<b>4</b>

**Storm Design**

	Total Hours	Principal/ PM	Sr.Trans/ Bridge Eng.	Proj. Eng.	Design Eng.	CADD Tech.	Survey Crew	Clerc.
<b>Task: Storm Drain Design (362)</b>								
1. Develop:	0							
a. runoff patterns	0							
b. compute runoff	0							
c. compute gutter capacities	0							
2a. Develop plans showing:	0							
a. existing groundlines and utilities	6			4		2		
b. proposed finished roadway grades	0							
c. type, size, spacing of inlets	0							
d. trunk-lines and grades (new alignment)	22		2	8		12		
e. pedestrian underpass drains	6				4	2		
f. sediment basin	0							
g. details and special provisions	0							
2b. Coordinate w/ Road Design and City	0							
3. Identify utility conflicts	1				1			
4. Final Hydraulics Report	0							
5. Preliminary Storm Drain Agreement w/ City	0							
6. Check inlets for ADA compatibility	0							
<b>SUBTOTAL (HOURS)</b>	<b>35</b>	<b>0</b>	<b>2</b>	<b>12</b>	<b>5</b>	<b>16</b>	<b>0</b>	<b>0</b>
<b>Task: Scoping Meeting</b>								
Design Options Meeting Prep	8				6	2		
<b>SUBTOTAL (HOURS)</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>
<b>Task: Size Box or Pipe Culverts (364)</b>								
1. Layout survey information	0							
2. Compute Runoff into Sidewalk Landings	4				2	2		
3. Analyze Historic Flood Data, existing structures	0							
4. Analyze structures	0							
a. Evaluate flood risks (surcharge conditions)	3	1		2				
b. Evaluate costs	2			2				
c. Evaluate constraints	0							
d. Prepare Water Surface Profiles	0							
5. Obtain additional survey data	0							
6. Review structural requirements	0							
7. Hydraulic Data Summary Sheet mods	2					2		
8. Develop details for fish passage/specialty items	0							
9. Preliminary Submittal to DFWP (if necessary)	0							
10. Soil resistivity/pH and pipe life design	0							
<b>SUBTOTAL (HOURS)</b>	<b>11</b>	<b>1</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>
<b>TOTAL ACTIVITY 172</b>	<b>54</b>	<b>1</b>	<b>2</b>	<b>24</b>	<b>5</b>	<b>22</b>	<b>0</b>	<b>0</b>

**Regular City Council Meeting**

**Date: 10/25/2010**

**TITLE:** ARRA Bonding Authority Waiver from the City to the State of Montana and University of Montana

**PRESENTED BY:** Patrick M. Weber, Financial Services Manager

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

The State of Montana has asked that any municipality with unused bonding authority remaining from the American Recovery and Reinvestment Act (ARRA) waive the allocation and return it to the State.

The City has \$24,537,000 bonding authority for Recovery Zone Economic Development Bonds, of which \$6,649,000 was from Yellowstone County. The total amount will be reallocated to the State of Montana for use in other parts of the State. The City does not have any projects that will use this funding authority.

The City also received \$36,804,000 bonding authority for Recovery Zone Facility Bonds, of which \$9,973,000 was from Yellowstone County. Zootist Enterprises has an application for \$20 million of this allocation for the Northern Hotel and the Billings Airport used \$6.5 million of the allocation for the Quick Turn-Around Car Rental Facility. The City will reallocate the unused \$10,000,000 of its authority to the State of Montana for use in other parts of the State.

Those two amounts would be returned by a single waiver form.

Under a different part of the ARRA, the City received bond provisions of \$1,067,866 for Qualified Energy Conservation Bonds (QECBs). The University of Montana (is it the University in Missoula or is it MSU-B?) has contacted City Finance and asked that the City allocate its share to the University as they have a project that qualifies under the QECBs rules. The City will not have a qualified project for this bonding authority. A second waiver form would be needed to make the transfer.

The amounts being reallocated will not be used by the City prior to the deadline of December 31, 2010.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the two waiver forms; or
- Not approve the two waiver forms.

**FINANCIAL IMPACT**

There is no financial impact to the City of Billings.

**RECOMMENDATION**

Staff recommends City Council approve the two waiver forms reallocating bonding authority to the State of Montana and University of Montana.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

ARRA Rec & Fac

QECBs

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# City Bonding Authority Waiver/Reallocation Form

To:  
Montana Department of Administration  
Director's Office of Finance and Budget  
Sam W. Mitchell Bldg., Rm. 176  
P.O. Box 200107  
125 Roberts St.  
Helena, MT 59620

From: City of Billings Montana

I, Thomas W. Hanel, as the duly qualified and acting Mayor of the City of Billings, Montana ("the City"), hereby acknowledge that the City, pursuant to Section 1400U-1(a)(3)(A) of the American Recovery Zone Economic Development Bonds and Recovery Zone Facility Bonds (each as defined in the Act) as follows:

## **Allocation of Recover Zone Economic Development Bonds**

The City:

Waives \$24,537,000 and reallocates to the State of Montana \$24,537,000 of the amount of Recovery Zone Economic Development Bonds allocated to the City.

## **Allocation of Recovery Zone Facility Bonds**

The City:

Waives \$10,000,000 and reallocates to the State of Montana \$10,000,000 of the amount of Recovery Zone Facility Bonds allocated to the City.

All waived amounts provided for above will be reallocated by the Department of Administration in consultation with the Department of Commerce.

Dated:

City of Billings, Montana

(SEAL)

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

Attest:

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

# City Bonding Authority Waiver/Reallocation Form

To:

Montana Department of Administration  
Director's Office of Finance and Budget  
Sam W. Mitchell Bldg., Rm. 176  
P.O. Box 200107  
125 Roberts St.  
Helena, MT 59620

From: City of Billings Montana

I, Thomas W. Hanel, as the duly qualified and acting Mayor of the City of Billings, Montana ("the City"), hereby acknowledge that the City, pursuant to the American Recovery and Reinvestment Act of 2009 (the "Act"), waives its allocation of Qualified Energy Conservation Bond (QECB) volume cap as follows:

## Allocation of Qualified Energy Conservation Bonds

The City:

Waives \$1,067,866 and reallocates to the State of Montana \$1,067,866 of the amount of QECBs allocated to the City.

All waived amounts provided for above will be reallocated by the Department of Administration in consultation with the Department of Commerce.

Dated:

City of Billings, Montana

(SEAL)

---

Thomas W. Hanel, Mayor

Attest:

---

Cari Martin, City Clerk

**Regular City Council Meeting**

**Date:** 10/25/2010

**TITLE:** Communications With or Through the Media Policy

**PRESENTED BY:** Brent Brooks

**Department:** Legal

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Billings Fire Department has a Media Protocol Policy. The Local 521 IAFF Union provided input that they thought the policy was overbroad and contained unconstitutional restraints on free speech. An outside consultant attorney provided an analysis and worked with the City Attorney's Office and Administration to draft a new media protocol policy that is up-to-date and complies with the law. City Administrator Volek determined that the policy should be implemented for all City employees.

**ALTERNATIVES ANALYZED**

One alternative is to not implement a policy on media communications. However, as has already been experienced with regard to the Fire Department's Media Protocol Policy, employees and managers would benefit from up-to-date guidance. The new Communications With or Through the Media Policy, which is attached, would apply to all City employees and would replace the Fire Department's current policy. The proposed policy was developed with the involvement and review of the outside consultant attorney, all department heads, the Legal Department, and the City Administrator. The attached draft was also sent to the Local 521 IAFF attorney for feedback, but none was provided.

**FINANCIAL IMPACT**

There is no financial cost. Updating the policy, however, does help to reduce potential liability exposure.

**RECOMMENDATION**

Staff recommends that Council approve the attached Communications With or Through the Media Policy.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Media Policy

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# Communications With or Through the Media

## **PURPOSE**

- To ensure and protect the security, safety and integrity of the City of Billings, its departments, its employees, other individuals and entities, and the public.
- To ensure that accurate and consistent information is provided to the media on matters relating to the City of Billings and all departments of the City of Billings.
- To ensure that legally protected private, proprietary, privileged, or sensitive information is not improperly released.
- To ensure that investigations are not compromised and the identity of undercover law enforcement investigators and confidential informants are not disclosed.
- To ensure the quality and professionalism of all communications with and through the media.
- To respond to media inquiries in a way that builds trust and credibility.
- To ensure productive and respectful relations with the media and with other government entities with whom the City of Billings works and/or cooperates.
- To foster interest in the services and activities of the City of Billings and disseminate useful information to those it serves.

**DEFINITIONS** The following definitions apply to this Policy:

**Media:** Any print, radio, television, online, or other outlet which provides news and/or information locally, state-wide, nationally and/or internationally. This includes social media, such as Facebook and Twitter, when your communications are broadly accessible.

**Crisis:** Death or serious injury of one or more individuals, or the threat of death or injury to one or more individuals. Examples include bomb threats or scares, explosions, hostage situations, standoffs or encounters with armed individuals, serious vehicular accidents, and other situations of a similarly serious nature.

**Disaster:** A serious incident, such as a fire, flood, landslide, earthquake, unusually heavy snow or ice, multiple vehicle accident, accident involving an airplane, bus, train or other public transportation, large explosion, and any other incident of a similarly serious nature.

**Emergency:** Any other circumstances that make it necessary to take quick action to prevent significant harm to persons and/or property.

**Media Contact**

**Supervisor:** The person listed in the attached Media Contact List for your department.

**AUTHORITY TO IMPLEMENT PROCEDURES**

The City Administrator is authorized to develop and maintain procedures to enact this policy.

**PERIODIC REVIEW**

This policy will be reviewed every three years by the City Council.

**POLICY**

Each employee of the City of Billings shall understand and respect the distinction between acceptable communication with or through the media as an employee and acceptable communication with or through the media as an individual, where the communication is related to the City or is related to or arises from the employee's employment with the City.

## **PROCEDURES**

These procedures address when and how you may communicate with or through the media while you are at work, and on your own time but related to or arising from your work, either by speaking or writing to or for the media or at the request of the media.

- As a City employee, you are prohibited from communicating with or through the media *on behalf of the City of Billings or on behalf of any department of the City of Billings*, unless such communication is one of your official job duties. Similarly, you are prohibited from issuing press releases on behalf of the City of Billings or on behalf of any department of the City of Billings unless that function is one of your official or designated job duties.
- As an individual, you may communicate with or through the media. If you choose to do so, you should make it clear that you are doing so *as an individual and not on behalf of the City of Billings* or any department of the City of Billings.
- Even when you are communicating with or through the media as an individual and not on behalf of the City of Billings or any of its departments, communicating with or through the Media on the following work-related matters is *absolutely prohibited*:
  - Information that you obtain through your job about another individual's medical care or other legally protected private matters pertaining to another individual. Disclosing such information may be prohibited by federal and/or state law.
  - Confidential information about or from any law enforcement, fire or criminal investigation, or other similar type of investigation.
  - Confidential information about or from any investigation into employment-related matters about another individual.
  - Information that is confidential under a rule, regulation, statute or other legal authority. Disclosing such information may be prohibited by

federal and/or state law. Each department has special areas of concern. For example, there are federal laws to which Airport personnel must adhere. Law enforcement, fire, dispatch, and ambulance personnel likewise have access to protected, confidential information that may not be disclosed by law. When in doubt, ask your Media Contact Supervisor whether the information is confidential or otherwise legally protected information.

- Communications, whether oral or written, to or from a City Attorney or an attorney representing the City of Billings or one of its departments, in or regarding any legal matter involving the City or one of its departments or employees.
  - Information about another person over which that person has a legally protected right of privacy.
  - Information that you obtain through your job that is protected by a copyright or trademark or is otherwise legally protected as proprietary information.
  - Statements related to your work that are false or made with reckless disregard for the truth.
  - Statements that are likely to lead to physical harm or the threat of physical harm to another individual.
- If you should receive an inquiry about any of the above matters, the inquiry should be directed to your Media Contact Supervisor.
  - If you are unsure whether an inquiry or a communication involves one or more of the above prohibited matters, please contact your Media Contact Supervisor to ensure that you do not violate this Policy.
  - You may not invite the media to attend on-duty or work events or activities without the prior approval of your Media Contact Supervisor.

- You may not authorize the use of your name, photograph, or job title, or the logo or insignia of the City or its departments, in connection with the following:
  - a testimonial, endorsement, or advertisement for any business, commercial enterprise or other enterprise for personal gain; or
  - a testimonial, endorsement, or advertisement for a political candidate or cause;

if the testimonial, endorsement or advertisement indicates or suggests you are speaking on behalf of the City or a department of the City or in your capacity as a City employee. Relatedly, City employees are public employees and so must adhere to § 2-2-121(3) and § 13-35-226(4) of the Montana Code Annotated. Those subsections of the Montana Code are attached to this policy.

- If you communicate with or through the media while you are: 1) on duty, or 2) off duty but the communication was made as part of your job duties, you must inform your Media Contact Supervisor about the communication. The Media Contact Supervisor must then inform the City Administrator about the communication.

**In a Crisis, Disaster, or Emergency:**

In a Crisis, Disaster or other Emergency situation it is imperative that communications from City employees are carefully coordinated and controlled to ensure and protect public safety and security. In such situations, refer to the appropriate departmental plan or policy addressing such situations.

## **MEDIA CONTACT LIST**

List each department and its Media Contact Supervisor

§ 2-2-121, Montana Code Annotated.

Rules of Conduct for Public Officers and Public Employees.

\* \* \*

(3)(a) Except as provided in subsection (3)(b), a public officer or public employee may not use public time, facilities, equipment, supplies, personnel, or funds to solicit support for or opposition to any political committee, the nomination or election of any person to public office, or the passage of a ballot issue unless the use is:

(i) authorized by law; or

(ii) properly incidental to another activity required or authorized by law, such as the function of an elected public officer, the officer's staff, or the legislative staff in the normal course of duties.

(b) As used in this subsection (3), "properly incidental to another activity required or authorized by law" does not include any activities related to solicitation of support for or opposition to the nomination or election of a person to public office or political committees organized to support or oppose a candidate or candidates for public office. With respect to ballot issues, properly incidental activities are restricted to:

(i) the activities of a public officer, the public officer's staff, or legislative staff related to determining the impact of passage or failure of a ballot issue on state or local government operations;

(ii) in the case of a school district, as defined in Title 20, chapter 6, compliance with the requirements of law governing public meetings of the local board of trustees, including the resulting dissemination of information by a board of trustees or a school superintendent or a designated employee in a district with no superintendent in support of or opposition to a bond issue or levy submitted to the electors. Public funds may not be expended for any form of commercial advertising in support of or opposition to a bond issue or levy submitted to the electors.

(c) This subsection (3) is not intended to restrict the right of a public officer or public employee to express personal political views.

§ 13-35-226, Montana Code Annotated.  
Unlawful Acts of Employers and Employees

\* \* \*

(4) A public employee may not solicit support for or opposition to any political committee, the nomination or election of any person to public office, or the passage of a ballot issue while on the job or at the place of employment. However, subject to 2-2-121, this section does not restrict the right of a public employee to perform activities properly incidental to another activity required or authorized by law or to express personal political views.

(5) A person who violates this section is liable in a civil action authorized by 13-37-128, brought by the commissioner of political practices or a county attorney pursuant to 13-37-124 and 13-37-125.

**Regular City Council Meeting**

**Date: 10/25/2010**

**TITLE:** Resolution Approving Teamster and Non-Bargaining Random Drug/Alcohol and Reasonable Suspicion Policies

**PRESENTED BY:** Tina Volek

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

As a result of Fiscal Year 2010 contract negotiations with Teamsters Union Local 190, agreement was reached on a Random Drug/Alcohol and Reasonable Suspicion Policy that calls for the the random testing of City of Billings employees who perform, supervise or manage work in a hazardous work environment, security position, a position affecting public safety, or a fiduciary position. Reasonable suspicion testing is allowed for any employee who reports to work and appears to be under the influence of an illegal substance or level of alcohol. A nearly identical policy has been developed for non-bargaining City of Billings employees. Both of these policies are attached and now are being presented to the City Council for approval. A resolution approving the policies will be included in the Council Friday packet of Oct. 22, 2010.

These policies commit the City to an alcohol- and drug-free work place that protects the safety, health and well-being of employees and the citizens with whom they come into contact. It prohibits the unlawful manufacture, distribution, possession, sale, transfer or use of illegal drugs; the illegal use of a legally obtainable drug or substance; the misuse of alcohol; or illegal possession of drug paraphernalia.

The policies further direct the City Administrator to develop procedures to implement the Council's policy direction. Those procedures have been negotiated with the Teamsters because of their impact on employees, and similar procedures will be applied to non-represented employees. They include a 60-day notice period for employees, as required in the Montana Workforce Drug & Alcohol Testing Act (MCA 39-2-207 through 211). They also include a safe harbor provision allowing employees to seek treatment without penalty for drug and alcohol dependency prior to being tested; and give employees one opportunity to seek treatment after they have been tested randomly and found to have illegal substances in their systems. Employees who fail to seek treatment or who have found to have illegal substances in their systems after random testing a second time will be terminated.

Similar policies and procedures currently are being negotiated with the Montana Public Employees Association - Billings Police Chapter and Local 521 of the International Association of Fire Fighters. When those are completed and accepted by the Council, it is believed that Billings will be the first city in the State of Montana to have implemented such policies covering all its employee groups.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the policies, which will go into effect January 1, 2011;
- Modify the policies; or
- Not approve the policies.

**FINANCIAL IMPACT**

The estimated cost of random testing is expected to be about \$2,500 annually for each employee group. The cost of such testing may be offset in the future by reduced workers compensation or liability claims resulting from employees working when they are impaired.

**RECOMMENDATION**

It is recommended that the City Council approve the Random Drug/Alcohol and Reasonable Suspicion Policies for Teamster and non-bargaining employees.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Teamsters Random Drug/Alcohol Policy

Non-Represented Random Drug/Alcohol Testing Policy

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## **TEAMSTERS' RANDOM DRUG/ALCOHOL AND REASONABLE SUSPICION POLICY**

### **PURPOSE:**

The purpose of this policy is to provide an alcohol and drug-free workplace for the protection and well being of the City of Billings, its employees, and the public it serves along with City property, equipment, and operations. Employees are expected to report to work alcohol and drug free in order to enable safe and efficient job performance. Employees, while on-the-job, while on department premises, or in the scope and course of employment are expected to engage in activities which are appropriate for the work environment and do not compromise the City's integrity or interest in maintaining a safe, secure, and alcohol and drug free workplace.

For purposes of random drug testing, employees who are required to have Commercial Driver's Licenses are subject to the Commercial Driver's License (CDL) policy for the random drug testing, not this policy. MET Transit drivers are subject to the Federal Transportation Administration (FTA) policy for random drug testing, not this policy. CDL employees and MET transit drivers are also subject to the reasonable suspicion and other directives, restrictions, and prohibitions that are set forth in this policy.

### **POLICY:**

The City of Billings is committed to protecting the safety, health, and well being of all employees and the individuals with whom the employees come into contact. Therefore, the City establishes an alcohol and drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

If there are employees who have drug or alcohol problems, the City encourages affected employees to seek help through the Employee Assistance Program (EAP) and the benefits available through the City's medical plan. The City will not terminate employment, discipline, or discriminate against an employee solely because an employee voluntarily seeks treatment for an alcohol or substance abuse problem by following the City's controlled substance safe-harbor procedures prior to any occurrence, including testing notification.

The unlawful manufacture, distribution, possession, sale, transfer, or use of illegal drugs; or illegal use of a legally obtainable drug or substance; or misuse of alcohol is strictly prohibited. Illegal possession of drug paraphernalia is prohibited. As a condition of employment, all employees must abide by this prohibition while in any employment capacity with the City, or while on City property, in any City vehicle, or at any City office or facility. All employees are expected to be at work without being under the influence of drugs and/or alcohol,

including controlled substances, in order to enable safe and efficient job performance.

Violation of this policy will result in the discipline set out in the attached procedures.

The provisions of the Workforce Drug and Alcohol Testing Act, Sections 39-2-205 through 39-2-211, MCA, provide the basis for this policy.

## **DEFINITIONS:**

For the purposes of this policy.

**Alcohol** – means an intoxicating agent in alcoholic beverages, food, or medication; ethyl alcohol, also called ethanol; or the hydrated oxide of ethyl.

**Controlled Substance(s)** – means any drug, substance, or precursor included in Schedules I through V as defined by Section 812 of Title 21 of the United States Code (21 USC 812) or any drug, substance, or precursor included within the definition of "Dangerous Drug" in Title 50 Chapter 32 Part 2, Montana Code

Annotated (for example, but not limited to: cocaine, marijuana, medical marijuana, and methamphetamine) For the purpose of this policy, the term 'controlled substance' does not include the use of prescribed drugs, which have been legally obtained and are being used in the manner and for the purpose for which they were prescribed. The term does not include distilled spirits, wine, malt beverages, or tobacco. It does include medical marijuana.

**Illegally Used Drugs / Illegal use of drugs** – means:

- a. any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes or in the prescribed manner;
- b. any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purpose.

## **EMPLOYEES SUBJECT TO THIS POLICY**

- A. All part-time, full-time, and seasonal employees of the City of Billings engaged in the performance, supervision, or management of work in a hazardous work environment, security position, position affecting public safety, or fiduciary position.
- B. Prospective job applicants are subject to pre-employment testing and a positive test will result in the prospective employee not being hired. .

## **ROLES AND RESPONSIBILITIES:**

### **A. Employees are prohibited from:**

- Using, consuming, distributing, or possessing alcoholic beverages or illegal drugs while on duty or reporting for duty while under the influence of alcoholic beverages or illegal drugs.
- Use of, consumption of, distribution of, or possession of alcoholic beverages and illegal drugs by employees are prohibited in City worksites and at all times whether on duty or off duty. The term “worksite” includes City vehicles and private vehicles while being used by employees in the performance of their duties.
- Use, distribution, dispensation, possession, manufacture, or sale of (illegal drugs) while off duty which adversely affects the employee’s work performance, the safety of the employee or others at work, or the City’s regard of reputation in the community. This includes reporting to duty while under the influence of illegal drugs.
- Use of alcohol off duty that adversely affects the employee’s work performance, the safety of the employee or others at work, or the City’s regard or reputation in the community. This includes reporting to duty while under the influence of alcohol.

### **B. Employees are expected to notify Human Resources of any drug or alcohol criminal conviction no later than five (5) calendar days after conviction.**

### **C. Supervisors are required to:**

1. attend training sessions on alcohol misuse, controlled substance misuse, and the illegal use of drugs in the workplace when offered;
2. when reasonable suspicion is confirmed, initiate an alcohol/drug test as described in this policy;
3. refer employees to the City’s designated Substance Abuse Professional (SAP) under appropriate conditions for assistance in obtaining counseling and rehabilitation upon a

finding of alcohol abuse, use of controlled substances or illegal use of legal drugs;

4. initiate appropriate disciplinary action upon a finding of alcohol use, controlled substance use, and/or the illegal use of legal drugs;
5. in conjunction with Human Resources, assist higher-level supervisors and the SAP Administrator in evaluating employee performance and/or personnel problems that may be related to alcohol misuse, use of controlled substances or the illegal use of legal drugs; and
6. ensure confidentiality of all information regarding employee testing, disciplinary action and rehabilitation.

D. Human Resources shall:

1. direct and implement this program to ensure it is administered consistently;
2. consult with Department Head or designee in determining appropriate action for situations related to this program; and
3. ensure that all records and information of personnel actions taken against employees with verified positive test results remain confidential and only shared with individuals having a legal right to access.

### **AUTHORITY TO IMPLEMENT PROCEDURES**

The City Administrator is authorized to develop and maintain procedures to enact this policy.

### **PERIODIC REVIEW**

This policy will be reviewed by the City Council with each proposed new Teamster's Collective Bargaining Agreement.



## **NON BARGAINING' RANDOM DRUG/ALCOHOL AND REASONABLE SUSPICION POLICY**

### **PURPOSE:**

The purpose of this policy is to provide an alcohol and drug-free workplace for the protection and well being of the City of Billings, its employees, and the public it serves along with City property, equipment, and operations. Employees are expected to report to work alcohol and drug free in order to enable safe and efficient job performance. Employees, while on-the-job, while on department premises, or in the scope and course of employment are expected to engage in activities which are appropriate for the work environment and do not compromise the City's integrity or interest in maintaining a safe, secure, and alcohol and drug free workplace.

For purposes of random drug testing, supervisors who are required to have Commercial Driver's Licenses are subject to the Commercial Driver's License (CDL) policy for the random drug testing, not this policy. MET Transit supervisors are subject to the Federal Transportation Administration (FTA) policy for random drug testing, not this policy. CDL supervisors and MET transit supervisors are also subject to the reasonable suspicion and other directives, restrictions, and prohibitions that are set forth in this policy.

### **POLICY:**

The City of Billings is committed to protecting the safety, health, and well being of all employees and the individuals with whom the employees come into contact. Therefore, the City establishes an alcohol and drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

If there are employees who have drug or alcohol problems, the City encourages affected employees to seek help through the Employee Assistance Program (EAP) and the benefits available through the City's medical plan. The City will not terminate employment, discipline, or discriminate against an employee solely because an employee voluntarily seeks treatment for an alcohol or substance abuse problem by following the City's controlled substance safe-harbor procedures prior to any occurrence, including testing notification.

The unlawful manufacture, distribution, possession, sale, transfer, or use of illegal drugs; or illegal use of a legally obtainable drug or substance; or misuse of alcohol is strictly prohibited. Illegal possession of drug paraphernalia is prohibited. As a condition of employment, all employees must abide by this prohibition while in any employment capacity with the City, or while on City property, in any City vehicle, and at any City office or facility. All employees are expected to be at work without being under the influence of drugs and/or alcohol,

including controlled substances, in order to enable safe and efficient job performance.

Violation of this policy will result in the discipline set out in the attached procedures.

The provisions of the Workforce Drug and Alcohol Testing Act, Sections 39-2-205 through 39-2-211, MCA, provide the basis for this policy.

## **DEFINITIONS:**

For the purposes of this policy.

**Alcohol** – means an intoxicating agent in alcoholic beverages, food, or medication; ethyl alcohol, also called ethanol; or the hydrated oxide of ethyl.

**Controlled Substance(s)** – means any drug, substance, or precursor included in Schedules I through V as defined by Section 812 of Title 21 of the United States Code (21 USC 812) or any drug, substance, or precursor included within the definition of "Dangerous Drug" in Title 50 Chapter 32 Part 2, Montana Code

Annotated (for example, but not limited to: cocaine, marijuana, medical marijuana, and methamphetamine) For the purpose of this policy, the term 'controlled substance' does not include the use of prescribed drugs, which have been legally obtained and are being used in the manner and for the purpose for which they were prescribed. The term does not include distilled spirits, wine, malt beverages, or tobacco. It does include medical marijuana.

**Illegally Used Drugs / Illegal use of drugs** – means:

- a. any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes or in the prescribed manner;
- b. any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purpose.

## **EMPLOYEES SUBJECT TO THIS POLICY**

- A. All part-time, full-time, and seasonal employees of the City of Billings engaged in the performance, supervision, or management of work in a hazardous work environment, security position, position affecting public safety, or fiduciary position.
- B. Prospective job applicants are subject to pre-employment testing and a positive test will result in the prospective employee not being hired. .

## **ROLES AND RESPONSIBILITIES:**

### **A. Employees are prohibited from:**

- Using, consuming, distributing, or possessing alcoholic beverages or illegal drugs while on duty or reporting for duty while under the influence of alcoholic beverages or illegal drugs.
- Use of, consumption of, distribution of, or possession of alcoholic beverages and illegal drugs by employees are prohibited in City worksites and at all times whether on duty or off duty. The term “worksite” includes City vehicles and private vehicles while being used by employees in the performance of their duties.
- Use, distribution, dispensation, possession, manufacture, or sale of (illegal drugs) while off duty which adversely affects the employee’s work performance, the safety of the employee or others at work, or the City’s regard of reputation in the community. This includes reporting to duty while under the influence of illegal drugs.
- Use of alcohol off duty that adversely affects the employee’s work performance, the safety of the employee or others at work, or the City’s regard or reputation in the community. This includes reporting to duty while under the influence of alcohol.

### **B. Employees are expected to notify Human Resources of any drug or alcohol criminal conviction no later than five (5) calendar days after conviction.**

### **C. Supervisors are required to:**

1. attend training sessions on alcohol misuse, controlled substance misuse, and the illegal use of drugs in the workplace when offered;
2. when reasonable suspicion is confirmed, initiate an alcohol/drug test as described in this policy;
3. refer employees to the City’s designated Substance Abuse Professional (SAP) under appropriate conditions for assistance in obtaining counseling and rehabilitation upon a

finding of alcohol abuse, use of controlled substances or illegal use of legal drugs;

4. initiate appropriate disciplinary action upon a finding of alcohol use, controlled substance use, and/or the illegal use of legal drugs;
5. in conjunction with Human Resources, assist higher-level supervisors and the SAP Administrator in evaluating employee performance and/or personnel problems that may be related to alcohol misuse, use of controlled substances or the illegal use of legal drugs; and
6. ensure confidentiality of all information regarding employee testing, disciplinary action and rehabilitation.

D. Human Resources shall:

1. direct and implement this program to ensure it is administered consistently;
2. consult with Department Head or designee in determining appropriate action for situations related to this program; and
3. ensure that all records and information of personnel actions taken against employees with verified positive test results remain confidential and only shared with individuals having a legal right to access.

### **AUTHORITY TO IMPLEMENT PROCEDURES**

The City Administrator is authorized to develop and maintain procedures to enact this policy.

### **PERIODIC REVIEW**

This policy will be reviewed every three years from the date of approval.

**Regular City Council Meeting**

**Date: 10/25/2010**

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

**PRESENTED BY:** Tina Volek

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

On March 8, the City Council approved a resolution that authorized up to \$11,000 of Fiscal Year (FY) 2009 Council Contingency Funds to install a 2-inch water main at Centennial Park for a new ball field and surrounding area. Montana District 1 Little League Baseball received \$99,000 from the Baseball Tomorrow Foundation, Major League Baseball and the Major League Players Association, as well as \$87,000 of local donations and pledges for a new field. However, the funds did not cover the increase from a 1-inch to a 2-inch meter to serve the new ball field and surrounding area.

The funds were granted relatively late in FY 2009 and were not spent or encumbered in the FY 2009 year, so they were returned with the balance of the Council Contingency Fund to General Fund reserves. The Montana District 1 Little League is requesting that the \$11,000 be re-granted from the FY 2010 Council Contingency Fund so that the work on the ball park can be finished.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the FY 2010 Contingency Fund allocation of \$11,000 for the Centennial Park Water Meter; or
- Not approve the contingency fund allocation.

**FINANCIAL IMPACT**

The City Council Contingency Fund (Acct. 010-1110-411.79-70) has \$60,000 allocated for FY 2010. The Council already has approved \$12,500 of expenditures from the fund as follows:

- \$2,000 to a Chamber of Commerce study on trails maintenance;
- \$8,000 for a study of the impact of Tax Increment Financing Districts; and
- \$2,500 for a Distracted Driving publicity campaign.

If the \$11,000 request for a water meter is funded, it would leave the Council with \$37,500 for the remaining nine months of FY 2011.

**RECOMMENDATION**

It is recommended that the City Council approve an FY 2010 Council Contingency Fund allocation of \$11,000 for a Centennial Park water meter upgrade.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

Little League Contingency Resolution 2

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**RESOLUTION NO. 10-\_\_\_\_\_**  
**A RESOLUTION OF THE BILLINGS, MONTANA, CITY COUNCIL,**  
**AUTHORIZING THE USE OF UP TO \$11,000**  
**FROM FY 2011 CITY COUNCIL CONTINGENCY FUNDS**  
**FOR A CENTENNIAL PARK WATER METER**

**WHEREAS**, on March 8, 2010, the City Council approved a request from Montana District 1 Little League for an \$11,000 City Council Contingency Fund allocation to replace a 1-inch water meter at Centennial Park with a 2-inch water meter to handle the demands of a new ball field being donated by Little League; and

**WHEREAS**, installation of the water main was delayed until after the close of the City of Billings' Fiscal Year (FY) 2009 on June 30, 2010, and the funds were not spent or encumbered; and

**WHEREAS**, Montana District 1 Little League has received \$99,000 from Major League Baseball, the Major League Baseball Players Association and the Baseball Tomorrow Foundation; and

**WHEREAS**, Montana District 1 Little League has raised an additional \$87,000 of donations and pledges to complete the field; and

**WHEREAS**, the \$11,000 Council Contingency Fund allocation still is necessary to complete the project.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, DOES HEREBY RESOLVE**, to authorize the expenditure of \$11,000 from the Council Contingency Fund (Account 010-1110-411.79-70) for the upgrade of a 1-inch water meter to a 2-inch water meter at Centennial Park to serve the new ball field and surrounding area. .

**APPROVED THIS 25<sup>th</sup> DAY OF OCTOBER, 2010, BY THE BILLINGS, MONTANA, CITY COUNCIL.**

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

ATTEST:

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

**Regular City Council Meeting**

**Date:** 10/25/2010

**TITLE:** Payment of Claims September 24, 2010.

**PRESENTED BY:** Pat M. Weber, Financial Services Manager

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$2,419,697.75 have been audited and are presented for your approval for payment. A complete listing of the claims dated September 24, 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**

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**Attachments**

List of claims greater than \$2500.

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT
09/24/2010	737169	AMERICAN TITLE & ESCROW	159	266-6773-465.72-91	09/20/2010	MISC SERVICES	3701 CAMBRIDGE	278102	03/2011	77,765.00	77,765.00
09/24/2010	737175	AUMA ACTUATORS INC	16585	512-8400-623.23-60	09/10/2010	MISC SERVICES	6201137	277866	03/2011	5,735.52	5,735.52
09/24/2010	737177	AUTOMATED OFFICE INC	241	10-1220-412.32-40	06/30/2010	MONTHLY COPY CHARGE-JUNE	2010-12	277170	13/2010	6.30	5,912.49
				502-7311-602.21-90	08/12/2010	NONSTOCKING ITEMS-P.U.D.	6895	275716	02/2011	27.12	
				502-7312-602.21-90	08/12/2010	NONSTOCKING ITEMS-P.U.D.	6895	275716	02/2011	27.14	
				502-7500-609.21-90	08/12/2010	NONSTOCKING ITEMS-P.U.D.	6895	275716	02/2011	27.12	
				502-7700-611.21-90	08/12/2010	NONSTOCKING ITEMS-P.U.D.	6895	275716	02/2011	27.12	
				296-6501-463.21-90	08/25/2010	MISC SERVICES	INV7006	277492	02/2011	42.50	
				670-3141-489.36-60	08/27/2010	COPY MAINTENANCE	7088	275716	02/2011	38.48	
				571-7141-713.36-30	08/30/2010	MISC SERVICES	7080	275716	02/2011	47.69	
				660-3110-431.36-60	08/30/2010	COPIER MAINTENANCE	7204	275716	02/2011	31.32	
				502-7311-602.21-90	09/01/2010	NONSTOCKING ITEMS-P.U.D.	7222	275716	03/2011	54.50	
				502-7400-603.21-90	09/02/2010	NONSTOCKING ITEMS-P.U.D.	7276	275716	03/2011	13.82	
				211-3132-433.36-30	09/08/2010	MISC SERVICES	7082	275716	03/2011	33.60	
				10-1220-412.32-40	09/09/2010	MONTHLY COPY CHARGE	2011-3	277760	03/2011	96.20	
				241-1621-416.94-70	09/16/2010	GRANT PHOTOCOPIER	PHOTOCOPIER	277995	03/2011	3,200.00	
				10-5112-452.23-30	08/03/2010	MISC SERVICES	6893	275716	03/2011	148.00	
				10-5121-451.22-90	08/03/2010	MISC SERVICES	6893B	275716	03/2011	148.00	
				10-5112-452.21-90	08/04/2010	MISC SERVICES	6915	275716	03/2011	17.00	
				10-5110-453.21-90	08/04/2010	MISC SERVICES	6915B	275716	03/2011	17.00	
				10-5121-451.21-90	08/04/2010	MISC SERVICES	6915C	275716	03/2011	17.00	
				605-1516-483.36-90	08/24/2010	MISC SERVICES	7081	275716	03/2011	72.87	
				605-1516-483.36-90	08/24/2010	MISC SERVICES	7083	275716	03/2011	32.75	
				605-1516-483.36-90	08/24/2010	MISC SERVICES	7084	275716	03/2011	41.23	
				605-1516-483.36-90	08/24/2010	MISC SERVICES	7085	275716	03/2011	177.43	
				605-1516-483.36-90	08/24/2010	MISC SERVICES	7086	275716	03/2011	22.45	
				605-1516-483.36-90	08/24/2010	MISC SERVICES	7087	275716	03/2011	70.36	
				605-1516-483.36-90	08/26/2010	MISC SERVICES	7203	275716	03/2011	9.49	
				541-3121-435.32-40	08/30/2010	MISC SERVICES	7315	275716	03/2011	504.00	
				605-1516-483.36-90	08/30/2010	MISC SERVICES	7318	275716	03/2011	894.30	
				10-1220-412.32-40	06/24/2010	MISC SERVICES	6251CR	275716	03/2011	6.30	
				541-3121-435.32-40	07/15/2010	MISC SERVICES	6115	275716	03/2011	74.00	
09/24/2010	737187	BILLINGS DEPOT INC	11948	660-3110-431.53-11	09/21/2010	QUARTERLY RENT	SEPTEMBER	278163	03/2011	15,140.00	37,850.01
				670-3141-489.53-11	09/21/2010	QUARTERLY RENT	SEPTEMBER	278163	03/2011	22,710.01	
09/24/2010	737196	BORDER STATES ELECTRIC	509	502-7400-603.23-60	08/04/2010	NONSTOCKING ITEMS-P.U.D.	901162958	275717	02/2011	514.98	8,213.89
				211-0000-141.31-83	08/05/2010	STREET LIGHTS	901167666		02/2011	103.89	
				512-8400-623.23-60	08/05/2010	NONSTOCKING ITEMS-P.U.D.	901174595	275717	02/2011	236.47	
				502-7400-603.23-60	08/06/2010	NONSTOCKING ITEMS-P.U.D.	901180644	275717	02/2011	420.29	
				502-7400-603.23-60	08/06/2010	NONSTOCKING ITEMS-P.U.D.	901181199	275717	02/2011	390.84	
				502-7400-603.23-60	08/09/2010	NONSTOCKING ITEMS-P.U.D.	901187805	275717	02/2011	39.60	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
502-7400-603.23-60	08/09/2010	NONSTOCKING ITEMS-P.U.D.	901187840	275717	02/2011	215.56
502-7400-603.23-60	08/11/2010	NONSTOCKING ITEMS-P.U.D.	901169781	275717	02/2011	249.44
502-7400-603.23-60	08/11/2010	NONSTOCKING ITEMS-P.U.D.	901182739	275717	02/2011	48.68
502-7400-603.23-60	08/11/2010	NONSTOCKING ITEMS-P.U.D.	901199767	275717	02/2011	167.52
502-0000-141.00-00	08/13/2010	WATER PARTS AND SUPPLIES	901218383		02/2011	194.16
502-0000-141.00-00	08/13/2010	WATER PARTS AND SUPPLIES	901218390		02/2011	292.30
502-0000-141.00-00	08/13/2010	WATER PARTS AND SUPPLIES	901219273		02/2011	6.40
512-8400-623.23-60	08/18/2010	MISC SERVICES	901237060	275717	02/2011	62.80
512-8400-623.23-60	08/18/2010	MISC SERVICES	901237377	275717	02/2011	262.65
211-0000-141.31-83	08/23/2010	STREET LIGHTS	901206618		02/2011	18.13
211-0000-141.31-83	08/23/2010	STREET LIGHTS	901217881		02/2011	225.81
211-0000-141.31-83	08/23/2010	STREET LIGHTS	901230080		02/2011	1,582.50
211-3132-433.29-20	08/23/2010	MISC SERVICES	901186854	275717	02/2011	62.51
211-3132-433.22-90	08/23/2010	MISC SERVICES	901214423	275717	02/2011	134.47
502-7400-603.23-60	08/31/2010	NONSTOCKING ITEMS-P.U.D.	901224636	275717	02/2011	101.93
502-7400-603.23-60	08/31/2010	NONSTOCKING ITEMS-P.U.D.	901224778	275717	02/2011	137.15
502-7400-603.23-60	08/31/2010	NONSTOCKING ITEMS-P.U.D.	901230948	275717	02/2011	10.70
502-7400-603.23-60	08/31/2010	NONSTOCKING ITEMS-P.U.D.	901237703	275717	02/2011	53.09
502-7400-603.23-60	08/31/2010	NONSTOCKING ITEMS-P.U.D.	901244308	275717	02/2011	113.10
512-8400-623.23-60	08/31/2010	NONSTOCKING ITEMS-P.U.D.	901251056	275717	02/2011	43.76
502-7400-603.23-60	08/31/2010	NONSTOCKING ITEMS-P.U.D.	901257134	275717	02/2011	408.59
502-7400-603.23-60	08/31/2010	NONSTOCKING ITEMS-P.U.D.	901263188	275717	02/2011	201.74
502-7400-603.23-60	08/31/2010	NONSTOCKING ITEMS-P.U.D.	901270841	275717	02/2011	254.05
502-7400-603.23-60	08/31/2010	NONSTOCKING ITEMS-P.U.D.	901270881	275717	02/2011	206.46
502-7400-603.23-60	08/31/2010	NONSTOCKING ITEMS-P.U.D.	901270960	275717	02/2011	756.90
502-7400-603.23-60	08/31/2010	NONSTOCKING ITEMS-P.U.D.	901275839	275717	02/2011	40.18
502-7400-603.23-60	08/31/2010	NONSTOCKING ITEMS-P.U.D.	901275852	275717	02/2011	76.66
502-7400-603.23-60	08/31/2010	NONSTOCKING ITEMS-P.U.D.	901275994	275717	02/2011	209.54
512-8400-623.23-60	09/02/2010	NONSTOCKING ITEMS-P.U.D.	901290625	275717	03/2011	22.50
502-7400-603.23-60	09/02/2010	NONSTOCKING ITEMS-P.U.D.	901295607	275717	03/2011	11.20
502-7400-603.23-60	09/02/2010	NONSTOCKING ITEMS-P.U.D.	901295714	275717	03/2011	78.86
211-3132-433.24-30	09/08/2010	MISC SERVICES	901277062	275717	03/2011	41.88
512-8400-623.23-60	09/16/2010	NONSTOCKING ITEMS-P.U.D.	901169584	275717	03/2011	216.60
09/24/2010	737200	BUSINESS TAX SECTION	2449			13,413.37
407-0000-201.10-00	09/24/2010	PO274391 Release Retainag	FOUR - FINAL	274391	03/2011	277.39
407-7128-711.93-97	09/21/2010	MISC SERVICES	274396-2	274396	03/2011	2,798.53
407-7128-711.93-97	09/21/2010	MISC SERVICES	274396-2	274396	03/2011	553.38
406-7119-711.92-90	09/21/2010	MISC SERVICES	275837-3	275837	03/2011	28.15
405-7125-711.96-72	09/21/2010	MISC SERVICES	276271-1	276271	03/2011	2,608.69
405-7125-711.96-73	09/21/2010	MISC SERVICES	276271-1	276271	03/2011	137.31
405-7125-711.96-72	09/21/2010	MISC SERVICES	276271-2	276271	03/2011	193.13
405-7125-711.96-73	09/21/2010	MISC SERVICES	276271-2	276271	03/2011	10.16
405-7125-711.96-72	09/21/2010	MISC SERVICES	276271-3	276271	03/2011	1,155.20
405-7125-711.96-73	09/21/2010	MISC SERVICES	276271-3	276271	03/2011	60.80
513-8591-625.93-40	09/22/2010	WO1001 WTR&SWR SCH 1	4	274056	03/2011	1,514.70
845-3186-431.93-10	09/22/2010	WO0412 ALKALI CR RD	CO#3	274581	03/2011	51.67-
845-3186-431.93-10	09/22/2010	WO0412 ALKALI CR RD	CO#3	274581	03/2011	51.67
435-3165-431.93-11	09/22/2010	WO0412 ALKALI CR RD	5	274581	03/2011	297.61
845-3186-431.93-10	09/22/2010	WO0412 ALKALI CR RD	5	274581	03/2011	3,647.63

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
562-7120-711.92-90	09/22/2010	MISC SERVICES	274776-4	274776	03/2011	60.68	
505-7515-609.36-71	09/22/2010	MISC SERVICES	042513	278142	03/2011	54.50	
503-7491-603.93-90	09/22/2010	WO1006 STAPLES RESERVR	140/CO#2	278154	03/2011	15.51	
09/24/2010	737201	CASCADE ENGINEERING INC.	21221			65,772.00	
541-3122-435.42-70	09/14/2010	522-YARDWASTE CONTAINERS	C82620/30000197	275685	03/2011	21,924.00	
541-3122-435.42-70	09/14/2010	522-YARDWASTE BARRELS	C82621/30000341	275685	03/2011	21,924.00	
541-3122-435.42-70	09/14/2010	522-YARDWASTE CONTAINERS	C82622/30000610	275685	03/2011	21,924.00	
09/24/2010	737204	CMG CONSTRUCTION, INC.	17342			426,256.26	
845-0000-201.10-00	09/22/2010	WO0412 ALKALI CREEK RD	RET RELEASE	274580	03/2011	35,676.03	
845-3186-431.93-10	09/22/2010	WO0412 ALKALI CR RD	CO# 3	274580	03/2011	5,115.33	
845-3186-431.93-10	09/22/2010	WO0412 ALKALI CR RD	CO# 3	274580	03/2011	5,115.33	
435-3165-431.93-11	09/22/2010	WO0412 ALKALI CR ROAD	5	274580	03/2011	29,463.48	
845-3186-431.93-10	09/22/2010	WO0412 ALKALI CR ROAD	5	274580	03/2011	361,116.75	
09/24/2010	737212	CUSTOM COMPUTER TECHNOLOGIES I	20567			6,825.00	
252-2187-421.21-20	09/23/2010	MISC SERVICES	102002511	278242	03/2011	6,825.00	
09/24/2010	737213	D N D SECURITY	16586			2,679.67	
521-1591-493.39-70	09/23/2010	SECURITY SEPT 2010	336	278233	03/2011	534.92	
521-1592-493.39-70	09/23/2010	SECURITY SEPT 2010	336	278233	03/2011	1,104.92	
521-1593-493.39-70	09/23/2010	SECURITY SEPT 2010	336	278233	03/2011	534.92	
521-1594-493.39-70	09/23/2010	SECURITY SEPT 2010	336	278233	03/2011	504.91	
09/24/2010	737221	DIXIE PETRO-CHEM	1055			3,588.00	
502-0000-141.00-00	09/20/2010	WATER PARTS AND SUPPLIES	7270036810		03/2011	2,392.00	
502-0000-141.00-00	09/20/2010	WATER PARTS AND SUPPLIES	7270036710		03/2011	1,196.00	
09/24/2010	737223	DOWNTOWN BILLINGS PARTNERSHIP	13457			43,000.00	
203-1513-466.79-46	09/23/2010	PRIOR YEAR ENCUMBRANCES	2ND QTR	276394	03/2011	43,000.00	
09/24/2010	737228	EBMS	20398			60,782.00	
627-1752-417.35-12	09/22/2010		ADMIN FEES		04/2011	16,405.50	
627-1752-417.35-15	09/22/2010		SPECIFIC PREM		04/2011	31,109.15	
627-1752-417.51-61	09/22/2010		CARE LINK FEE		04/2011	6,439.60	
627-1752-417.35-11	09/22/2010		FLEX ADMIN FEE		04/2011	2,065.00	
627-1752-417.35-15	09/22/2010		PRO FEE		04/2011	3,388.00	
627-1752-417.35-13	09/22/2010		SCRIPTS		04/2011	1,374.75	
09/24/2010	737237	FIRST INTERSTATE BANK	1303			4,636.80	
723-6595-465.62-00	09/23/2010	MISC SERVICES	1100216095	278238	03/2011	4,636.80	
09/24/2010	737243	GALLES FILTER SERVICE	1397			2,849.21	
601-1553-481.24-10	07/30/2010	MP	1910-183565	275719	01/2011	10.28	
601-0000-141.00-00	08/03/2010	MP	209811		02/2011	12.62	
601-0000-141.00-00	08/10/2010	MP	209807		02/2011	81.48	
601-0000-141.00-00	08/10/2010	MP	209908		02/2011	310.07	
601-0000-141.00-00	08/10/2010	MP	210101		02/2011	27.04	
601-0000-141.00-00	08/10/2010	MP	210109		02/2011	244.92	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
601-0000-141.00-00	08/10/2010	MP	210414		02/2011	395.98
150-2226-422.23-20	08/12/2010	MP	210547	275719	02/2011	4.06
601-0000-141.71-41	08/16/2010	MP	210105		02/2011	123.47
211-3132-433.23-20	08/16/2010	MP	209969	275719	02/2011	72.10
502-7500-609.23-20	08/16/2010	MP	210042	275719	02/2011	23.88
601-0000-141.00-00	08/17/2010	MP	210854		02/2011	149.21
601-0000-141.00-00	08/25/2010	MP	211018		02/2011	212.06
601-0000-141.00-00	08/26/2010	MP	210568		02/2011	282.82
10-5112-452.23-20	08/26/2010	MP	210321	275719	02/2011	104.86
211-3132-433.23-20	08/26/2010	MP	210793	275719	02/2011	9.61
601-0000-141.00-00	08/30/2010	MP	211287		02/2011	355.60
502-7500-609.23-20	08/30/2010	MP	211180	275719	02/2011	80.61
601-0000-141.00-00	09/03/2010	MP	211628		03/2011	287.24
211-3132-433.23-20	09/03/2010	MP	210885	275719	03/2011	13.63
502-7312-602.23-20	09/03/2010	MP	210916	275719	03/2011	9.42
601-0000-141.71-41	09/13/2010	MP	211008		03/2011	194.58-
601-0000-141.71-41	09/13/2010	MP	211019		03/2011	117.62
211-3132-433.23-20	09/14/2010	MP	211073	275719	03/2011	21.90
512-8500-625.23-20	09/14/2010	MP	211073	275719	03/2011	6.35
541-3122-435.23-20	09/14/2010	MP	211073	275719	03/2011	7.30
211-3132-433.23-20	09/14/2010	MP	211366	275719	03/2011	91.36
601-1553-481.24-10	09/15/2010	MP	1910-185257-A	275719	03/2011	10.28-
512-8500-625.23-20	09/16/2010	MP	211045	275719	03/2011	8.28
601-0000-141.00-00	09/17/2010	MP	211672		03/2011	9.70-
09/24/2010	737249	HAMPLES EXCAVATION	1580			2,787.31
406-7119-711.92-90	09/21/2010	MISC SERVICES	275836-3	275836	03/2011	2,787.31
09/24/2010	737251	HDR INC	1544			35,500.40
845-3186-431.35-90	09/16/2010	WO1023 ZIMMERMAN TR	FUND CORRECTION	276513	03/2011	240,534.32-
845-3186-431.35-90	09/16/2010	WO1023 ZIMMERMAN TR	FUND CORRECTION	276513	03/2011	240,534.32
513-8491-623.93-90	09/22/2010	WO0908 WWTP WTR LINE	15/232732-H	266958	03/2011	6,543.64
502-7211-601.35-40	09/22/2010	WO0916 WTP/WWTP ELECTRIC	7	267012	03/2011	1,058.44
512-8211-621.35-40	09/22/2010	WO0916 WTP/WWTP ELECTRIC	7	267012	03/2011	1,058.43
502-7211-601.35-40	09/22/2010	WO0923 ELECTRIC MSTR PLAN	9/229555-H	269621	03/2011	876.35
512-8211-621.35-40	09/22/2010	WO0923 ELECTRIC MSTR PLAN	9/229555-H	269621	03/2011	876.35
845-3186-431.93-10	09/22/2010	WO0915 GRAND/ZIMMERMAN	9/230369-H	270652	03/2011	3,397.24
513-8491-623.93-90	09/22/2010	WO1009 WWTP T-5 TRSFRMR	7/229562-H	273263	03/2011	2,657.03
503-7491-603.93-90	09/22/2010	WO1011 WTP HGH SRVC PUMP	6/229561-H	273326	03/2011	543.51
503-7591-609.93-40	09/22/2010	WO1012 BLGS LOW SRVC #1	2/229560-H	276189	03/2011	12,407.51
845-3186-431.93-10	09/22/2010	WO0914 WICKS & ST ANDREWS	2	276249	03/2011	6,081.90
09/24/2010	737252	HVAC TECHNOLOGY INC	7609			3,634.00
150-2171-441.24-50	09/15/2010	HOLDING TANK PARTS\LABOR	12361	278058	03/2011	3,634.00
09/24/2010	737253	IAFF	20196			4,267.35
900-0000-209.99-20	09/24/2010	PAYROLL SUMMARY	20100924		03/2011	4,267.35
09/24/2010	737256	INTEGRATED INFORMATION SOLUTIO	13770			3,878.00
620-1911-482.53-70	09/15/2010	MISC SERVICES	64316	277850	03/2011	3,878.00

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09/24/2010	737257	INTERSTATE POWERSYSTEMS	17926			13,056.75	
541-3122-435.23-20	09/16/2010	MP	11783.01	278072	03/2011	3,361.37	
541-3122-435.23-20	09/16/2010	MP	7011942.01	278072	03/2011	9,695.38	
541-3122-435.23-20	09/16/2010	MP	7011783.01-A	278074	03/2011	3,361.37-	
541-3122-435.23-20	09/16/2010	MP	7011942.01-A	278074	03/2011	9,695.38-	
541-3122-435.23-20	09/16/2010	MP	7011783.01-C	278075	03/2011	3,361.37	
541-3122-435.23-20	09/16/2010	MP	7011942.01-B	278076	03/2011	9,695.38	
09/24/2010	737262	JOHNSON LANE MATERIALS	15449			3,267.53	
541-3123-435.22-90	09/21/2010	GRAVEL AT LF	14088	277811	03/2011	3,267.53	
09/24/2010	737265	JTL GROUP INC DBA KNIFE RIVER	2417			381,686.88	
502-0000-141.00-00	09/14/2010	SYSTEMS	222812		03/2011	21,040.86	
407-0000-201.10-00	09/24/2010	PO274390 release retainag	FOUR - FINAL	274390	03/2011	27,462.62	
407-7128-711.93-97	09/21/2010	MISC SERVICES	274395-2	274395	03/2011	277,054.62	
407-7128-711.93-97	09/21/2010	MISC SERVICES	274395-2	274395	03/2011	54,784.17	
211-3132-433.45-20	09/21/2010	ROAD/HIGHWAY MATERIAL	223572	278178	03/2011	239.54	
211-3132-433.45-20	09/21/2010	ROAD/HIGHWAY MATERIAL	223621	278178	03/2011	82.90	
211-3132-433.45-20	09/21/2010	ROAD/HIGHWAY MATERIAL	223672	278178	03/2011	485.50	
211-3132-433.45-20	09/21/2010	ROAD/HIGHWAY MATERIAL	223932	278178	03/2011	167.03	
211-3132-433.45-20	09/21/2010	ROAD/HIGHWAY MATERIAL	223933	278178	03/2011	55.24	
211-3132-433.45-20	09/21/2010	ROAD/HIGHWAY MATERIAL	224060	278178	03/2011	181.64	
211-3132-433.45-20	09/21/2010	ROAD/HIGHWAY MATERIAL	224331	278178	03/2011	98.01	
211-3132-433.45-20	09/21/2010	ROAD/HIGHWAY MATERIAL	224419	278178	03/2011	34.75	
09/24/2010	737266	KADRMAS LEE & JACKSON	14850			123,997.48	
845-3186-431.93-10	09/22/2010	WO0412 ALKALI CR RD	15	259114	03/2011	51,686.01	
845-3186-431.93-10	09/22/2010	WO0412 ALKALI CR RD	16	259114	03/2011	33,162.90	
845-3186-431.93-10	09/22/2010	WO0412 ALKALI CR RD	17	259114	03/2011	36,498.17	
845-3186-431.93-10	09/22/2010	WO0412 ALKALI CR RD	7	259114	03/2011	2,650.40	
09/24/2010	737274	LIBRARY STORE INC	5763			5,348.71	
260-5512-455.92-92	09/09/2010	BOOK DROP AND RETURN 2 RE	803157	F11548	03/2011	5,348.71	
09/24/2010	737278	MAILING TECHNICAL SERVICES	12577			5,077.17	
521-1521-493.31-10	09/23/2010	MISC SERVICES	AUG10	278227	03/2011	182.00	
571-7141-713.31-10	09/23/2010	MISC SERVICES	AUG10	278227	03/2011	594.01	
605-1515-483.31-10	09/23/2010	MISC SERVICES	AUG10	278227	03/2011	4,301.16	
09/24/2010	737280	MARIC SALES	5723			3,042.71	
211-3132-433.23-80	09/21/2010	MISC SERVICES	10338	278174	03/2011	3,042.71	
09/24/2010	737283	MES-NW	19056			27,936.15	
150-2229-422.24-90	09/15/2010	FIRE/HOODS/P-84	00187217 HOODS	268153	03/2011	194.90	
150-2229-422.24-90	09/15/2010	FIRE/HOODS/P-84	00187217 HOODS	268153	03/2011	58.93	
150-2231-422.26-50	09/16/2010	QRV/EQUIP/TIKKA LITES/ETC	00171419 QRV	275218	03/2011	194.40	
150-2231-422.26-90	09/16/2010	QRV/EQUIP/TIKKA LITES/ETC	00171419 QRV	275218	03/2011	290.61	
150-2231-422.26-90	09/16/2010	QRV/EQUIP/TIKKA LITES/ETC	00171419 QRV	275218	03/2011	779.61	
150-2231-422.26-90	09/16/2010	QRV/EQUIP/TIKKA LITES/ETC	00171419 QRV	275218	03/2011	71.70	

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150-2229-422.22-90	09/16/2010	NXG7/4.5/AIR PACK/QRV	00184241 SCBA	275711	03/2011	13,173.00	
150-2229-422.24-90	09/16/2010	NXG7/4.5/AIR PACK/QRV	00184241 SCBA	275711	03/2011	13,173.00	
09/24/2010	737295	MONTANA STATE FIREMAN'S ASSOC	20195			2,658.97	
900-0000-209.99-24	09/24/2010	PAYROLL SUMMARY	20100924		03/2011	2,658.97	
09/24/2010	737298	MORRISON MAIERLE INC	2572			163,756.35	
407-7128-711.93-97	09/21/2010	MISC SERVICES	107534	274012	03/2011	15,182.61	
407-7128-711.93-97	09/21/2010	MISC SERVICES	107534	274012	03/2011	3,795.65	
405-7125-711.96-72	09/21/2010	MISC SERVICES	107541/107535	274777	03/2011	27,515.70	
405-7125-711.96-72	09/21/2010	MISC SERVICES	107541/107535	274777	03/2011	4,936.83	
405-7125-711.96-73	09/21/2010	MISC SERVICES	107541/107535	274777	03/2011	1,448.19	
405-7125-711.96-73	09/21/2010	MISC SERVICES	107541/107535	274777	03/2011	259.83	
406-7119-711.92-90	09/21/2010	MISC SERVICES	107536-107538	277318	03/2011	106,423.77	
406-7119-711.92-90	09/21/2010	MISC SERVICES	107539/107540	277318	03/2011	2,160.68	
513-8491-623.93-90	09/22/2010	WO0926 WTPP CLARIFIERS	4	274059	03/2011	1,542.64	
503-7591-609.93-40	09/22/2010	WO1008 WTP CLEARWELL CT	4	274702	03/2011	490.45	
09/24/2010	737301	MPPA	20198			2,505.73	
900-0000-209.99-23	09/24/2010	PAYROLL SUMMARY	20100924		03/2011	2,505.73	
09/24/2010	737310	NORTHWEST PIPE FITTINGS	2758			37,978.57	
502-0000-141.00-00	08/04/2010	WATER PARTS AND SUPPLIES	1585439		02/2011	3,324.73	
502-0000-141.00-00	08/04/2010	SYSTEMS	1585439		02/2011	228.82	
512-8400-623.24-50	08/04/2010	NONSTOCKING ITEMS-P.U.D.	1585450	275723	02/2011	25.96	
502-7400-603.24-50	08/04/2010	NONSTOCKING ITEMS-P.U.D.	1585976	275723	02/2011	83.42	
512-8400-623.24-50	08/04/2010	NONSTOCKING ITEMS-P.U.D.	1586061	275723	02/2011	69.01	
502-0000-141.00-00	08/05/2010	WATER PARTS AND SUPPLIES	1574172		02/2011	8,930.00	
512-8400-623.24-50	08/05/2010	NONSTOCKING ITEMS-P.U.D.	1586162	275723	02/2011	18.61	
502-7400-603.23-60	08/06/2010	NONSTOCKING ITEMS-P.U.D.	1586617	275723	02/2011	74.46	
512-8400-623.24-50	08/09/2010	NONSTOCKING ITEMS-P.U.D.	1587297	275723	02/2011	223.95	
512-8400-623.23-60	08/09/2010	NONSTOCKING ITEMS-P.U.D.	1587971	275723	02/2011	489.36	
502-7312-602.23-80	08/10/2010	NONSTOCKING ITEMS-P.U.D.	1583421	275723	02/2011	231.96	
512-8500-625.24-10	08/10/2010	NONSTOCKING ITEMS-P.U.D.	1589212	275723	02/2011	5.92	
502-0000-141.00-00	08/11/2010	WATER PARTS AND SUPPLIES	15741721		02/2011	2,679.00	
512-8400-623.24-50	08/11/2010	NONSTOCKING ITEMS-P.U.D.	15872971	275723	02/2011	40.60	
512-8400-623.24-50	08/11/2010	NONSTOCKING ITEMS-P.U.D.	1589294	275723	02/2011	174.63	
512-8400-623.24-50	08/11/2010	NONSTOCKING ITEMS-P.U.D.	1589468	275723	02/2011	71.28	
502-7400-603.23-60	08/11/2010	NONSTOCKING ITEMS-P.U.D.	1589560	275723	02/2011	143.05	
505-7515-609.36-71	08/12/2010	NONSTOCKING ITEMS-P.U.D.	1589590	275723	02/2011	924.40	
502-7400-603.24-50	08/12/2010	NONSTOCKING ITEMS-P.U.D.	1590178	275723	02/2011	98.67	
502-7400-603.24-50	08/12/2010	NONSTOCKING ITEMS-P.U.D.	1590820	275723	02/2011	7.40	
512-8400-623.24-50	08/13/2010	NONSTOCKING ITEMS-P.U.D.	1589642	275723	02/2011	145.58	
512-8400-623.24-50	08/13/2010	NONSTOCKING ITEMS-P.U.D.	1589820	275723	02/2011	40.88	
211-3132-433.23-20	08/17/2010	MP	1584988	275723	02/2011	135.76	
512-8400-623.24-50	08/11/2010	MISC SERVICES	1590017	275723	02/2011	51.82	
502-7400-603.23-60	08/13/2010	MISC SERVICES	1589560-1	275723	02/2011	181.46	
512-8400-623.23-60	08/18/2010	MISC SERVICES	1560621	275723	02/2011	1,631.54	
150-2226-422.23-20	08/30/2010	MP	1597701	275723	02/2011	4.60	
503-7591-609.93-40	08/30/2010	NONSTOCKING ITEMS-P.U.D.	1598517	275723	02/2011	22.72	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
502-0000-141.00-00	08/31/2010	SYSTEMS	1585545		02/2011	160.29	
502-0000-141.00-00	08/31/2010	WATER PARTS AND SUPPLIES	1594408		02/2011	10,180.00	
512-8400-623.24-50	08/31/2010	NONSTOCKING ITEMS-P.U.D.	15872972	275723	02/2011	43.70	
512-8400-623.24-50	08/31/2010	NONSTOCKING ITEMS-P.U.D.	1588692	275723	02/2011	308.87	
502-7400-603.24-50	08/31/2010	NONSTOCKING ITEMS-P.U.D.	15901781	275723	02/2011	25.73	
502-7400-603.24-50	08/31/2010	NONSTOCKING ITEMS-P.U.D.	1592281	275723	02/2011	131.14	
502-7400-603.24-50	08/31/2010	NONSTOCKING ITEMS-P.U.D.	1593529	275723	02/2011	58.35	
512-8400-623.24-50	08/31/2010	NONSTOCKING ITEMS-P.U.D.	1594048	275723	02/2011	212.09	
512-8400-623.24-50	08/31/2010	NONSTOCKING ITEMS-P.U.D.	1594416	275723	02/2011	95.14	
502-7312-602.23-80	08/31/2010	NONSTOCKING ITEMS-P.U.D.	1595195	275723	02/2011	127.95	
502-7400-603.24-50	08/31/2010	NONSTOCKING ITEMS-P.U.D.	1596589	275723	02/2011	838.80	
502-7400-603.24-50	08/31/2010	NONSTOCKING ITEMS-P.U.D.	1596871	275723	02/2011	69.11	
502-7400-603.23-60	08/31/2010	NONSTOCKING ITEMS-P.U.D.	1597325	275723	02/2011	181.46	
502-7400-603.24-50	08/31/2010	NONSTOCKING ITEMS-P.U.D.	1597692	275723	02/2011	57.83	
502-7400-603.24-50	08/31/2010	NONSTOCKING ITEMS-P.U.D.	1597703	275723	02/2011	252.73	
502-7400-603.24-50	08/31/2010	NONSTOCKING ITEMS-P.U.D.	1597935	275723	02/2011	32.83	
503-7591-609.93-40	08/31/2010	NONSTOCKING ITEMS-P.U.D.	1598257	275723	02/2011	1,834.00	
503-7591-609.93-40	08/31/2010	NONSTOCKING ITEMS-P.U.D.	1598300	275723	02/2011	637.06	
502-0000-141.00-00	09/01/2010	SYSTEMS	1599739		03/2011	133.77	
503-7591-609.93-40	09/02/2010	NONSTOCKING ITEMS-P.U.D.	15982571	275723	03/2011	34.00	
503-7591-609.93-40	09/02/2010	NONSTOCKING ITEMS-P.U.D.	1598274	275723	03/2011	1,450.00	
503-7591-609.93-40	09/02/2010	NONSTOCKING ITEMS-P.U.D.	1599317	275723	03/2011	153.97	
512-8400-623.24-50	09/02/2010	NONSTOCKING ITEMS-P.U.D.	1599507	275723	03/2011	902.69	
503-7591-609.93-40	09/02/2010	NONSTOCKING ITEMS-P.U.D.	1599707	275723	03/2011	28.43	
150-2226-422.23-20	09/13/2010	MP	1590839	275723	03/2011	17.63	
150-2226-422.23-20	09/13/2010	MP	1590890	275723	03/2011	1.81	
502-7400-603.24-50	09/16/2010	NONSTOCKING ITEMS-P.U.D.	15583961	275723	03/2011	50.40-	
09/24/2010	737314	NORTHWESTERN ENERGY	15771			73,054.19	
150-2221-422.34-10	09/17/2010	FIRE6:ELEC/2180 KWH USED	0100477-9 10AUG	276425	03/2011	293.54	
561-7117-711.34-10	09/20/2010	1264299-7	092010	F11594	03/2011	631.59	
561-7117-711.34-10	09/20/2010	1341288-7	092010	F11594	03/2011	295.03	
561-7117-711.34-10	09/20/2010	1341289-5	092010	F11594	03/2011	35.69	
561-7117-711.34-10	09/20/2010	1341291-1	092010	F11594	03/2011	78.83	
561-7117-711.34-10	09/20/2010	1341295-2	092010	F11594	03/2011	165.70	
561-7113-711.34-10	09/20/2010	0100483-7	092010	F11594	03/2011	1,931.56	
561-7113-711.34-10	09/20/2010	0100484-5	092010	F11594	03/2011	1,947.47	
607-2235-486.34-10	09/22/2010	NW FIRE	07215809		03/2011	265.05	
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07222375		03/2011	13.72	
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07222474		03/2011	7.70	
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07222516		03/2011	236.85	
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07222540		03/2011	.18	
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07222557		03/2011	87.76	
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07222631		03/2011	107.85	
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07222664		03/2011	19.33	
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07222698		03/2011	15.67	
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07222870		03/2011	1,205.47	
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07222920		03/2011	11.19	
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07222938		03/2011	107.33	
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07229057		03/2011	10.45	

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10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07229339		03/2011	271.91
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07230352		03/2011	297.04
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07230360		03/2011	9.43
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07230378		03/2011	178.99
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07230428		03/2011	39.03
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07230451		03/2011	745.51
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07230485		03/2011	88.08
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07230501		03/2011	144.79
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07230543		03/2011	388.20
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07230550		03/2011	7.91
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07230568		03/2011	25.86
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07230576		03/2011	7.70
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07230584		03/2011	21.39
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07231624		03/2011	10.15
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07236441		03/2011	7.70
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07236458		03/2011	7.70
211-3132-433.34-10	09/22/2010	NW PUBLIC WORKS	07240575		03/2011	369.78
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	07894371		03/2011	22.39
211-3132-433.34-10	09/22/2010	NW PUBLIC WORKS	08554040		03/2011	9.00
150-2221-422.34-10	09/22/2010	NW FIRE	08715468		03/2011	479.13
10-5112-452.34-10	09/22/2010	NW PARK/REC/PL	09254962		03/2011	303.22
650-1566-487.34-10	09/22/2010		09758087		03/2011	430.75
872-5198-452.34-10	09/22/2010	NW PARK/REC/PL	10458131		03/2011	45.53
502-7400-603.34-10	09/22/2010	NW PUD	11164522		03/2011	837.25
561-7117-711.34-10	09/22/2010	NW PUD	11389269		03/2011	58.99
650-1566-487.34-10	09/22/2010	ACCOUNTS PAYABLE	11608023		03/2011	1,008.40
650-1566-487.34-10	09/22/2010	ACCOUNTS PAYABLE	11608049		03/2011	2,341.24
650-1566-487.34-10	09/22/2010	NW	12693917		03/2011	3,298.33
10-5112-452.34-10	09/22/2010	NW	15220957		03/2011	233.08
512-8400-623.34-10	09/22/2010	MISC SERVICES	01005917	SEP10	278150	48,959.95
561-7117-711.34-10	09/22/2010	1669567-8	092210		F11605	838.04
561-7113-711.34-10	09/22/2010	1647695-4	092210		F11605	19.00
561-7117-711.34-10	09/23/2010	NW AVIATION/TRAN	07127921		03/2011	369.08
561-7117-711.34-10	09/23/2010	NW AVIATION/TRAN	07127996		03/2011	84.94
561-7117-711.34-10	09/23/2010	NW AVIATION/TRAN	07128002		03/2011	1,166.58
561-7113-711.34-10	09/23/2010	NW AVIATION/TRAN	07128093		03/2011	7.70
561-7117-711.34-10	09/23/2010	NW AVIATION/TRAN	07128176		03/2011	54.52
561-7113-711.34-10	09/23/2010	NW AVIATION/TRAN	07196165		03/2011	54.99
10-5112-452.34-10	09/23/2010	NW PARK/REC/PL	07222573		03/2011	406.09
10-5112-452.34-10	09/23/2010	NW PARK/REC/PL	07222607		03/2011	302.14
10-5112-452.34-10	09/23/2010	NW PARK/REC/PL	07222615		03/2011	38.73
10-5112-452.34-10	09/23/2010	NW PARK/REC/PL	07222623		03/2011	38.02
10-5112-452.34-10	09/23/2010	NW PARK/REC/PL	07222680		03/2011	10.10
10-5112-452.34-10	09/23/2010	NW PARK/REC/PL	07230386		03/2011	36.71
10-5112-452.34-10	09/23/2010	NW PARK/REC/PL	07230444		03/2011	429.27
10-5112-452.34-10	09/23/2010	NW PARK/REC/PL	07230519		03/2011	37.10
10-5112-452.34-10	09/23/2010	NW PARK/REC/PL	07230527		03/2011	27.82
10-5112-452.34-10	09/23/2010	NW PARK/REC/PL	07230907		03/2011	9.00
10-5112-452.34-10	09/23/2010	NW PARK/REC/PL	07231707		03/2011	1,007.97
09/24/2010	737315	NORTHWESTERN ENERGY	15784			5,338.10
210-5151-452.93-90	09/22/2010	WO0307 ALKALI CR TUNNEL	25009473		278119	4,600.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
490-5161-452.93-70	09/22/2010	WO0307 ALKALI CR TUNNEL	25009473	278119	03/2011	713.00	
211-3132-433.34-10	09/22/2010	CENTRL/SHILOH FLASHER	ACCT 0720842-4	278189	03/2011	25.10	
09/24/2010	737323	PALM TREE CONSTRUCTION	2869			5,395.50	
505-7515-609.36-71	09/22/2010	MISC SERVICES	042513	278141	03/2011	5,395.50	
09/24/2010	737324	PARMLY BILLINGS LIBRARY FOUND	15321			10,000.00	
260-5511-455.79-30	09/23/2010	1/2 PAYMENT OF FEASIBILIT	2	F11614	03/2011	10,000.00	
09/24/2010	737329	PUBLIC UTILITIES	5022			3,475.58	
521-1592-493.34-20	09/22/2010	105 N 27	4975819		03/2011	137.96	
872-5198-452.34-20	09/22/2010	2314 MONTANA AVE IRR	11139217		03/2011	448.67	
521-1591-493.34-20	09/22/2010	2922 3 AVE NORTH	22414454		03/2011	57.46	
521-1591-493.34-20	09/22/2010	2922 3 AVE NORTH SP/IR	22434115		03/2011	29.97	
521-1594-493.34-20	09/22/2010	505 N 31	257110001100		03/2011	118.58	
872-5198-452.34-20	09/22/2010	2817 MONTANA AVE	676814300		03/2011	568.03	
872-5198-452.34-20	09/22/2010	2709 MONTANA AVE	6768310079100		03/2011	70.99	
872-5198-452.34-20	09/22/2010	2613 MONTANA AVE	676853944		03/2011	80.64	
872-5198-452.34-20	09/22/2010	2519 MONTANA AVE	676893237		03/2011	264.01	
872-5198-452.34-20	09/22/2010	2305 MONTANA AVE	6769110083201		03/2011	401.54	
872-5198-452.34-20	09/22/2010	204 N 28	904979321		03/2011	578.96	
872-5198-452.34-20	09/22/2010	2304 MONTANA AVE IRR	938591235		03/2011	422.34	
872-5198-452.34-20	09/22/2010	4063 IRON HORSE TRL IRR	10797511406		03/2011	190.50	
872-5198-452.34-20	09/22/2010	3012 WINCHESTER TRL IRR	10797712729		03/2011	93.98	
872-5198-452.34-20	09/22/2010	4375 IRON HORSE TRL IRR	13578527227		03/2011	11.95	
09/24/2010	737330	QWEST COMMUNICATIONS	6319			8,880.71	
225-2232-422.34-50	09/15/2010	QWEST SEPT 2010 2ND PAY	252-1190		03/2011	8,412.86	
521-1592-493.34-50	09/15/2010	QWEST SEPT 2010 2ND PAY	252-2041		03/2011	43.04	
601-1550-481.34-50	09/15/2010	QWEST SEPT 2010 2ND PAY	256-5047		03/2011	44.54	
561-7110-711.34-50	09/15/2010	QWEST SEPT 2010 2ND PAY	256-7070		03/2011	44.07	
225-2232-422.34-50	09/15/2010	QWEST SEPT 2010 2ND PAY	651-0282		03/2011	43.04	
150-2111-421.34-50	09/15/2010	QWEST SEPT 2010 2ND PAY	656-1046		03/2011	43.04	
150-2111-421.34-50	09/15/2010	QWEST SEPT 2010 2ND PAY	656-3671		03/2011	193.28	
240-4301-419.72-14	09/15/2010	QWEST SEPT 2010 2ND PAY	656-9578		03/2011	28.42	
240-4301-419.72-14	09/15/2010	QWEST SEPT 2010 2ND PAY	656-9604		03/2011	28.42	
09/24/2010	737336	RHOMAR INDUSTRIES INC	11016			4,166.75	
211-3132-433.22-90	09/21/2010	MISC SERVICES	67898	277717	03/2011	4,166.75	
09/24/2010	737338	RIVERSIDE SAND & GRAVEL INC	19447			412,365.13	
405-7125-711.96-72	09/21/2010	MISC SERVICES	276263-1	276263	03/2011	258,261.64	
405-7125-711.96-73	09/21/2010	MISC SERVICES	276263-1	276263	03/2011	13,592.71	
405-7125-711.96-72	09/21/2010	MISC SERVICES	276263-2	276263	03/2011	19,120.36	
405-7125-711.96-73	09/21/2010	MISC SERVICES	276263-2	276263	03/2011	1,006.33	
405-7125-711.96-72	09/21/2010	MISC SERVICES	276263-3	276263	03/2011	114,364.89	
405-7125-711.96-73	09/21/2010	MISC SERVICES	276263-3	276263	03/2011	6,019.20	
09/24/2010	737339	RUTHERFORD & ASSOC	3286			2,500.00	
840-3184-431.93-10	09/22/2010	WO1019 WESTEND STRM WTR	DATE 9/14/2010	278168	03/2011	2,500.00	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
09/24/2010	737340	SANDERSON STEWART	20446			2,706.31	
414-1519-493.35-90	09/21/2010	DEHLER PARK PROJECT	31506	275280	03/2011	410.27	
463-3161-431.93-10	09/22/2010	SID 1389 CLUBHOUSE WAY	10	271377	03/2011	2,296.04	
09/24/2010	737351	STEWART TITLE OF BILLINGS	17985			10,000.00	
289-6581-464.72-77	09/20/2010	MISC SERVICES	SCOTT, AMY	278104	03/2011	10,000.00	
09/24/2010	737352	STOCKMAN BANK	15350			4,636.80	
723-6595-465.62-00	09/23/2010	MISC SERVICES	RLF WAYNENELSON	278241	03/2011	4,636.80	
09/24/2010	737354	SUNSET EXCAVATION	11477			4,050.00	
505-7515-609.36-71	09/22/2010	MISC SERVICES	904710	278145	03/2011	1,800.00	
505-7515-609.36-71	09/22/2010	MISC SERVICES	904711	278145	03/2011	2,250.00	
09/24/2010	737360	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			18,394.53	
502-0000-141.00-00	09/17/2010	WATER PARTS AND SUPPLIES	89952		03/2011	345.04	
150-2226-422.23-10	09/17/2010	FIRE1:UNLEADED/400 GAL	89019 FIRE1	276337	03/2011	1,009.84	
150-2226-422.23-10	09/17/2010	FIRE1:DIESEL 340 GALLONS	89020 FIRE1	276337	03/2011	775.88	
150-2226-422.23-10	09/17/2010	FIRE6:DIESEL/182 GALLONS	89146 FIRE6	276337	03/2011	417.57	
150-2226-422.23-10	09/17/2010	FIRE2:DIESEL/300 GALLONS	89147 FIRE2	276337	03/2011	688.29	
150-2226-422.23-10	09/17/2010	FIRE1:UNLEADED 75 GALLONS	89148 FIRE1	276337	03/2011	186.34	
150-2226-422.23-10	09/17/2010	FIRE1:DIESEL/120 GALLONS	89149 FIRE1	276337	03/2011	275.32	
150-2226-422.23-10	09/17/2010	FIRE3:DIESEL/495 GALLONS	89150 FIRE3	276337	03/2011	1,135.68	
150-2226-422.23-10	09/17/2010	FIRE5:DIESEL/400 GALLONS	89151 FIRE5	276337	03/2011	917.72	
601-0000-141.00-00	09/20/2010	MP	89955		03/2011	5,879.30	
561-7118-711.23-13	09/20/2010	INVOICE #89886	89886	F11596	03/2011	6,763.55	
09/24/2010	737365	US BANK-REVOLVING LOAN FUND	16715			4,636.80	
723-6595-465.62-00	09/23/2010	MISC SERVICES	537240483306	278240	03/2011	4,636.80	
09/24/2010	737371	VERIZON WIRELESS	14490			19,681.94	
571-7147-713.31-60	09/17/2010	INVOICE# 0903910564	0903910564	F11593	03/2011	173.10	
561-7110-711.34-50	09/21/2010	VERIZON SEPT 2010	AIRPORT		03/2011	419.24	
150-2170-441.34-50	09/21/2010	VERIZON SEPT 2010	ANIMAL SHELTER		03/2011	143.55	
717-2166-421.34-50	09/21/2010	VERIZON SEPT 2010	CCSIU		03/2011	85.14	
10-1313-413.34-50	09/21/2010	VERIZON SEPT 2010	CITY ADMIN		03/2011	31.94	
10-1611-416.34-50	09/21/2010	VERIZON SEPT 2010	LEGAL		03/2011	32.92	
150-2225-422.34-50	09/21/2010	VERIZON SEPT 2010	COMM CENTER 911		03/2011	52.08	
650-1565-487.34-50	09/21/2010	VERIZON SEPT 2010	FACILITIES BOC		03/2011	54.83	
650-1567-487.34-50	09/21/2010	VERIZON SEPT 2010	FACILITIES CH		03/2011	92.12	
10-1512-415.34-50	09/21/2010	VERIZON SEPT 2010	FINANCE PAT		03/2011	73.21	
150-2221-422.34-50	09/21/2010	VERIZON SEPT 2010	FIRE DEPT		03/2011	538.34	
10-1750-417.34-50	09/21/2010	VERIZON SEPT 2010	HUMAN RESOURCES		03/2011	39.50	
620-1913-482.34-50	09/21/2010	VERIZON SEPT 2010	ITD GIS		03/2011	12.93	
620-1911-482.34-50	09/21/2010	VERIZON SEPT 2010	ITD		03/2011	100.61	
260-5517-455.34-50	09/21/2010	VERIZON SEPT 2010	LIBRARYOUTREACH		03/2011	25.86	
260-5512-455.34-50	09/21/2010	VERIZON SEPT 2010	LIBRARY		03/2011	137.39	
10-1100-411.34-50	09/21/2010	VERIZON SEPT 2010	MAYOR		03/2011	42.56	
601-1550-481.34-50	09/21/2010	VERIZON SEPT 2010	MOTOR POOL		03/2011	51.60	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
10-1220-412.34-50	09/21/2010	VERIZON SEPT 2010	DRUG COURT		03/2011	163.77
10-1212-412.34-50	09/21/2010	VERIZON SEPT 2010	MUNI JUDGE		03/2011	155.73
240-4301-419.34-50	09/21/2010	VERIZON SEPT 2010	PLANNING		03/2011	12.93
150-2111-421.34-50	09/21/2010	VERIZON SEPT 2010	POLICE		03/2011	2,813.67
251-2186-421.34-50	09/21/2010	VERIZON SEPT 2010	POLICE FORENSIC		03/2011	66.56
249-2196-421.34-50	09/21/2010	VERIZON SEPT 2010	698 1391 DV		03/2011	23.05
521-1521-493.34-50	09/21/2010	VERIZON SEPT 2010	PARKING		03/2011	351.71
10-5110-453.34-50	09/21/2010	VERIZON SEPT 2010	PRPL ADM		03/2011	181.43
10-5121-451.34-50	09/21/2010	VERIZON SEPT 2010	PRPL-RECREATION		03/2011	12.64
10-5140-436.34-50	09/21/2010	VERIZON SEPT 2010	CEMETERY		03/2011	17.01
10-5112-452.34-50	09/21/2010	VERIZON SEPT 2010	PARKS PMD		03/2011	43.38
10-5112-452.34-50	09/21/2010	VERIZON SEPT 2010	PARKS		03/2011	1,323.30
10-5112-452.34-50	09/21/2010	VERIZON SEPT 2010	PARKS IRRIGATION		03/2011	216.35
10-1543-415.34-50	09/21/2010	VERIZON SEPT 2010	PURCHASING		03/2011	67.74
660-3110-431.34-50	09/21/2010	VERIZON SEPT 2010	PW ADM		03/2011	131.32
209-4451-428.34-50	09/21/2010	VERIZON SEPT 2010	BUILDING		03/2011	202.69
670-3141-489.34-50	09/21/2010	VERIZON SEPT 2010	ENGINEERING		03/2011	471.45
541-3121-435.34-50	09/21/2010	VERIZON SEPT 2010	SOLID WASTE		03/2011	45.02
211-3132-433.34-50	09/21/2010	VERIZON SEPT 2010	STREET/TRAFFIC		03/2011	396.79
541-3123-435.34-50	09/21/2010	VERIZON SEPT 2010	SW ON CALL		03/2011	73.86
502-7700-611.34-50	09/21/2010	VERIZON SEPT 2010	PUD ENVIRN 1/2		03/2011	19.10
512-8700-628.34-50	09/21/2010	VERIZON SEPT 2010	PUD ENVIRN 1/2		03/2011	19.09
502-7400-603.34-50	09/21/2010	VERIZON SEPT 2010	WATER TREATMENT		03/2011	818.09
502-7500-609.34-50	09/21/2010	VERIZON SEPT 2010	WATER SYSTEMS		03/2011	305.52
512-8500-625.34-50	09/21/2010	VERIZON SEPT 2010	WASTEWATER SYS		03/2011	778.16
502-7312-602.34-50	09/21/2010	VERIZON SEPT 2010	PWBLKNP MTRSHOP		03/2011	463.47
502-7314-602.34-50	09/21/2010	VERIZON SEPT 2010	PWBLKNP STORES		03/2011	114.57
502-7311-602.34-50	09/21/2010	VERIZON SEPT 2010	PWBLKNP OFFICE		03/2011	114.57
512-8400-623.34-50	09/21/2010	VERIZON SEPT 2010	WASTEWATER TREA		03/2011	1,069.96
606-1931-484.34-50	09/21/2010	VERIZON SEPT 2010	TELECOMM SYS		03/2011	1,004.17
571-7142-713.31-60	09/21/2010	VERIZON SEPT 2010	ON-CALL MET		03/2011	92.48
571-7141-713.34-50	09/21/2010	VERIZON SEPT 2010	MET TRANSIT		03/2011	36.49
10-4321-419.34-50	09/21/2010	VERIZON SEPT 2010	CODE ENFORCEMT		03/2011	166.85
150-2170-441.34-50	09/22/2010	VERIZON SEPT 2010	AN SHELTER MDT		03/2011	215.05
717-2166-421.34-50	09/22/2010	VERIZON SEPT 2010	CCSIU AIR CARD		03/2011	544.66
717-2166-421.34-50	09/22/2010	VERIZON SEPT 2010	CCSIU RAVEN		03/2011	86.02
150-2221-422.34-50	09/22/2010	VERIZON SEPT 2010	FIRE DEPT AIR C		03/2011	43.01
150-2221-422.34-50	09/22/2010	VERIZON SEPT 2010	FIRE MDT		03/2011	559.15
620-1911-482.34-50	09/22/2010	VERIZON SEPT 2010	ITD AIR CARD		03/2011	75.82
260-5517-455.34-50	09/22/2010	VERIZON SEPT 2010	LIBRARYOUTREACH		03/2011	129.03
150-2111-421.34-50	09/22/2010	VERIZON SEPT 2010	MDT TOUGHBOOK		03/2011	3,531.08
150-2111-421.34-50	09/22/2010	VERIZON SEPT 2010	POLICE ICAC		03/2011	43.03
150-2111-421.34-50	09/22/2010	VERIZON SEPT 2010	POLICE AIR CARD		03/2011	43.01
150-2111-421.34-50	09/22/2010	VERIZON SEPT 2010	POLICE USM MDT		03/2011	165.96
10-5112-452.34-50	09/22/2010	VERIZON SEPT 2010	PARKS PMD AIR		03/2011	43.01
209-4451-428.34-50	09/22/2010	VERIZON SEPT 2010	BUILDING AIR		03/2011	344.14
502-7500-609.34-50	09/22/2010	VERIZON SEPT 2010	PUD AIR CARD		03/2011	43.01
09/24/2010	737373	WELLS FARGO BANK-LOAN PAYMENT	16716			4,636.80
723-6595-465.62-00	09/23/2010	MISC SERVICES	1609108243	278239	03/2011	4,636.80

PREPARED 09/24/2010, 12:11:16  
 PROGRAM: GM350L  
 CITY OF BILLINGS

A/P CHECKS BY PERIOD AND YEAR  
 MINIMUM AMOUNT: 2,500.00  
 FROM 09/24/2010 TO 09/24/2010

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BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
09/24/2010	737376	WESTERN MUNICIPAL CONSTRUCTION	11742			149,955.60	
513-8591-625.93-40	09/22/2010	WO1001 WTR&SWR SCH 1	4	274055	03/2011	149,955.60	
09/24/2010	737377	WESTERN SECURITY BANK	16462			4,636.80	
723-6595-465.62-00	09/23/2010	MISC SERVICES	100022110	278237	03/2011	2,318.40	
723-6595-465.62-00	09/23/2010	MISC SERVICES	157011874	278237	03/2011	2,318.40	
09/24/2010	737378	WILLIAMS PLUMBING HEATING &	21166			6,007.27	
562-7120-711.92-90	09/22/2010	MISC SERVICES	274775-4	274775	03/2011	6,007.27	
09/24/2010	737383	YELLOWSTONE COUNTY SHERIFFS	6218			3,727.62	
717-2166-421.78-65	06/30/2010	MISC SERVICES	DRUG FORF	278187	13/2010	3,727.62	
DATE RANGE TOTAL *						2,343,905.71 *	

**Regular City Council Meeting**

**Date:** 10/25/2010

**TITLE:** Payment of Claims October 1, 2010.

**PRESENTED BY:** Pat M. Weber, Financial Services Manager

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,524,345.76 have been audited and are presented for your approval for payment. A complete listing of the claims dated October 1, 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**

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**Attachments**

List of claims greater than \$2500.

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10/01/2010	737388	A & I DISTRIBUTORS	16				9,138.45
601-0000-141.00-00	08/09/2010	MP	1944070		02/2011		1,855.59
601-1553-481.26-50	08/09/2010	MP	1944070	275715	02/2011		.26-
601-1553-481.26-50	08/09/2010	MP	1944071	275715	02/2011		5.00
601-0000-141.00-00	08/17/2010	MP	1947102		02/2011		530.86
601-0000-141.00-00	08/17/2010	MP	1947102		02/2011		1,906.19
150-2112-421.23-20	08/17/2010	MP	1947102	275715	02/2011		21.65
211-3132-433.23-20	08/17/2010	MP	1947102	275715	02/2011		21.65
541-3122-435.23-20	08/17/2010	MP	1947102	275715	02/2011		21.65
601-1553-481.26-50	08/17/2010	MP	1947102	275715	02/2011		.26-
502-0000-141.00-00	08/31/2010	WATER PARTS AND SUPPLIES	1952823		02/2011		1,460.80
601-0000-141.00-00	09/03/2010	MP	1949856		03/2011		1,536.48
601-1553-481.26-50	09/03/2010	MP	1949856	275715	03/2011		5.33-
601-0000-141.71-41	09/13/2010	MP	1947095		03/2011		1,563.98
601-1553-481.26-50	09/13/2010	MP	1947095	275715	03/2011		.07-
601-0000-141.00-00	09/20/2010	MP	1945757		03/2011		319.92
601-0000-141.00-00	09/20/2010	MP	1945757		03/2011		68.60
601-0000-141.00-00	09/20/2010	MP	1950711		03/2011		103.30
601-1553-481.26-50	09/20/2010	MP	1945757	275715	03/2011		.02-
601-1553-481.26-50	09/20/2010	MP	1950711	275715	03/2011		.01-
541-3123-435.23-10	09/20/2010	SERVICE CALL LF 8/25	1953887	275715	03/2011		152.73
601-1553-481.26-50	09/21/2010	MP	1949856-A	275715	03/2011		5.00
601-0000-141.71-41	09/28/2010	MP	1950015		03/2011		429.00-
10/01/2010	737396	ALTA PLANNING & DESIGN INC	21295				6,164.55
240-4301-419.72-14	09/28/2010	INV 10-067-2	10-067-2	278214	03/2011		6,164.55
10/01/2010	737398	AMERICAN TITLE & ESCROW	159				15,000.00
289-6581-464.72-77	09/27/2010	MISC SERVICES	ZAHN, MICHELE	278298	03/2011		15,000.00
10/01/2010	737399	AMERICAN TITLE & ESCROW	159				20,065.00
296-6555-463.72-75	09/27/2010	MISC SERVICES	KALLEM, RONALD	278300	03/2011		20,065.00
10/01/2010	737409	DEACONESS HEALTH CENTER	4690				8,310.00
150-2113-421.35-10	09/27/2010	MISC SERVICES	INVOICE	278308	03/2011		8,250.00
150-2112-421.35-10	09/29/2010	INV 2010-3341 RILEY FINNE	2010-3341	F11648	03/2011		60.00
10/01/2010	737413	BILLINGS TOURISM	19895				3,353.08
779-1576-415.76-79	09/29/2010	MISC SERVICES	AUGUST 2010	278374	03/2011		3,353.08
10/01/2010	737415	BLACK BOX NETWORK SERVICES	19541				18,309.28
10-1313-413.34-50	09/29/2010	MISC SERVICES	2229718	276040	03/2011		1,927.98
10-1750-417.34-50	09/29/2010	MISC SERVICES	2229718	276040	03/2011		1,662.48
150-2111-421.35-90	09/29/2010	MISC SERVICES	2229718	276040	03/2011		719.55
150-2112-421.21-20	09/29/2010	MISC SERVICES	2229718	276040	03/2011		3,000.89
150-2140-421.38-22	09/29/2010	MISC SERVICES	2229718	276040	03/2011		10,998.38
10/01/2010	737421	BUSINESS TAX SECTION	2449				6,402.65
845-0000-201.10-00	09/27/2010	WO0412 ALKALI CR ROAD	RET RELEASE	274581	03/2011		360.36

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
416-7493-603.92-20	09/28/2010	WO0426 ZONE 4 RESERVOIR	11	267994	03/2011	775.98	
421-8493-623.93-40	09/28/2010	WO0822 WWTP DISINFEC SYS	5	272597	03/2011	907.25	
416-7493-603.93-40	09/28/2010	WO0913 STAPLES REDUN WTR	5	274053	03/2011	2,712.94	
503-7591-609.93-40	09/28/2010	WO1001 2010 WTR/SWR SCH2	3	274058	03/2011	1,389.85	
205-3131-433.93-10	09/28/2010	SID 1388 DOROTHY LANE	1	276517	03/2011	23.24	
464-3161-431.93-10	09/28/2010	SID 1388 DOROTHY LANE	1	276517	03/2011	205.96	
840-3184-431.93-10	09/28/2010	SID 1388 DOROTHY LANE	1	276517	03/2011	27.07	
10/01/2010 737425	CASCADE ENGINEERING INC.	21221				21,924.00	
541-3122-435.42-70	09/20/2010	522-YARDWASTE BARRELS	C82623/30000918	275685	03/2011	21,924.00	
10/01/2010 737428	CIVICPLUS	19594				3,090.00	
620-1911-482.35-52	09/29/2010	MISC SERVICES	83513	278368	03/2011	3,090.00	
10/01/2010 737434	COP CONSTRUCTION CO	865				137,595.06	
503-7591-609.93-40	09/28/2010	WO1001 2010WTR/SWR SCH2	3	274057	03/2011	137,595.06	
10/01/2010 737439	CUMMINS ROCKY MOUNTAIN LLC	924				4,139.36	
512-8400-623.23-20	09/23/2010	NONSTOCKING ITEMS-P.U.D.	00411188	278211	03/2011	1,198.67	
601-0000-141.71-41	09/29/2010	MP	004-8862		03/2011	350.47	
571-7144-713.23-20	09/29/2010	MP	004-9024	278375	03/2011	2,565.19	
571-7144-713.23-20	09/29/2010	MP	004-9024	278375	03/2011	25.03	
10/01/2010 737443	DELL COMPUTER L P	13426				18,159.25	
150-2221-422.29-25	09/22/2010	FIRE/ICS LAB/COMPUTERS	XF28J77J9 ICS	275695	03/2011	6,916.00	
150-2224-422.29-25	09/22/2010	FIRE/ICS LAB/COMPUTERS	XF28J77J9 ICS	275695	03/2011	578.00	
150-2225-422.29-25	09/22/2010	FIRE/ICS LAB/COMPUTERS	XF28J77J9 ICS	275695	03/2011	1,374.90	
502-7500-609.29-25	09/29/2010	MISC SERVICES	XF36FJRC4	277664	03/2011	1,619.99	
512-8500-625.29-25	09/29/2010	MISC SERVICES	XF36FJRC4	277664	03/2011	1,079.99	
150-2223-422.29-25	09/29/2010	MISC SERVICES	XF34TTF69	277854	03/2011	6,590.37	
10/01/2010 737446	DIAL PRO NORTHWEST INC	15887				4,800.00	
606-1931-484.34-50	09/29/2010	MISC SERVICES	13069	277852	03/2011	4,800.00	
10/01/2010 737460	FERGUSON ENTERPRISES INC	17215				5,701.61	
150-2221-422.31-10	09/23/2010	FIRE/HZMAT MONITORS/SENSR	0904311 HAZMAT	276846	03/2011	15.36	
150-2229-422.24-10	09/23/2010	FIRE/HZMAT MONITORS/SENSR	0904311 HAZMAT	276846	03/2011	2,777.20	
150-2231-422.26-90	09/23/2010	FIRE/HZMAT MONITORS/SENSR	0904311 HAZMAT	276846	03/2011	2,515.00	
150-2221-422.31-10	09/23/2010	BW/TECH/TRIPLE/HAZMAT	0904311-1 HAZMT	276846	03/2011	26.89	
150-2229-422.24-10	09/23/2010	BW/TECH/TRIPLE/HAZMAT	0904311-1 HAZMT	276846	03/2011	155.00	
150-2221-422.31-10	09/23/2010	GAS ALERT/MX PUMP/HAZMAT	0958389 HAZMAT	276846	03/2011	12.16	
150-2229-422.24-10	09/23/2010	GAS ALERT/MX PUMP/HAZMAT	0958389 HAZMAT	276846	03/2011	200.00	
10/01/2010 737463	FLAME-SIM LLC	21326				9,634.00	
219-2250-422.21-20	09/23/2010	FLAME-SIM SOFTWR/6 UNITS	FLAMESIM/SEPT10	277522	03/2011	9,634.00	
10/01/2010 737467	FRONTIER FENCE	4561				5,856.00	
630-1753-485.73-10	09/29/2010	MISC SERVICES	1095	278371	03/2011	5,856.00	
10/01/2010 737481	HARLOWS BUS SALES INC	13454				74,699.66	
411-7151-713.94-40	09/27/2010	MISC SERVICES	9272010	272512	03/2011	74,650.00	

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10/01/2010	737492	INGRAM BOOK COMPANY	1820			5,155.04	
260-5519-455.32-23	09/27/2010	PUBLICATIONS/AUDIOVISUAL	5337939	277942	03/2011	22.00	
260-5519-455.32-26	09/27/2010	PUBLICATIONS/AUDIOVISUAL	5337939	277942	03/2011	119.71	
260-5519-455.32-26	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53569453	277942	03/2011	35.98	
260-5519-455.32-55	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53569454	277942	03/2011	506.20	
260-5519-455.32-42	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53569455	277942	03/2011	46.75	
260-5519-455.32-26	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53569457	277942	03/2011	31.80	
260-5519-455.32-26	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53569458	277942	03/2011	75.96	
260-5519-455.32-26	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53569459	277942	03/2011	14.13	
260-5519-455.32-27	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53582515	277942	03/2011	11.79	
260-5519-455.32-26	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53582516	277942	03/2011	52.72	
260-5519-455.32-27	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53582517	277942	03/2011	352.27	
260-5519-455.32-27	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53582518	277942	03/2011	31.17	
260-5519-455.32-27	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53582519	277942	03/2011	47.84	
260-5519-455.33-33	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53582520	277942	03/2011	58.52	
260-5519-455.32-26	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53661472	277942	03/2011	14.95	
260-5519-455.32-27	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53661473	277942	03/2011	363.92	
260-5519-455.32-55	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53661474	277942	03/2011	17.97	
260-5519-455.32-23	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53661475	277942	03/2011	59.40	
260-5519-455.33-33	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53661476	277942	03/2011	6.39	
260-5519-455.32-27	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53737932	277942	03/2011	60.09	
260-5519-455.32-23	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53737933	277942	03/2011	35.94	
260-5519-455.32-26	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53737933	277942	03/2011	49.87	
260-5519-455.32-27	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53737934	277942	03/2011	59.89	
260-5519-455.32-23	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53737935	277942	03/2011	59.94	
260-5519-455.32-26	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53737935	277942	03/2011	194.78	
260-5519-455.32-27	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53737936	277942	03/2011	998.89	
260-5519-455.32-26	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53737937	277942	03/2011	53.80	
260-5519-455.32-26	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53737938	277942	03/2011	56.64	
260-5519-455.32-26	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53737940	277942	03/2011	13.77	
260-5519-455.33-33	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53737941	277942	03/2011	2.10	
260-5519-455.32-27	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53737942	277942	03/2011	11.99	
260-5519-455.32-27	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53757681	277942	03/2011	85.00	
260-5519-455.32-27	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53757682	277942	03/2011	15.90	
260-5519-455.32-23	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53757683	277942	03/2011	17.97	
260-5519-455.32-26	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53757683	277942	03/2011	56.39	
260-5519-455.32-23	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53757684	277942	03/2011	38.40	
260-5519-455.32-27	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53757684	277942	03/2011	412.65	
260-5519-455.32-26	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53757685	277942	03/2011	11.98	
260-5519-455.32-27	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53865553	277942	03/2011	63.12	
260-5519-455.32-26	09/27/2010	PUBLICATIONS/AUDIOVISUAL	53865554	277942	03/2011	139.30	
260-5519-455.32-27	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53865555	277942	03/2011	11.79	
260-5519-455.32-55	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53865556	277942	03/2011	16.49	
260-5519-455.32-26	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53865557	277942	03/2011	9.60	
260-5519-455.32-27	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53865558	277942	03/2011	75.15	
260-5519-455.32-42	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53865559	277942	03/2011	68.71	
260-5519-455.32-26	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53865560	277942	03/2011	75.48	
260-5519-455.32-27	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53865561	277942	03/2011	66.73	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
260-5519-455.32-26	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53865562	277942	03/2011	56.62	
260-5519-455.32-23	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53865563	277942	03/2011	38.48	
260-5519-455.32-26	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53865563	277942	03/2011	140.91	
260-5519-455.32-26	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53865564	277942	03/2011	39.08	
260-5519-455.32-26	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53865565	277942	03/2011	93.43	
260-5519-455.32-27	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53880565	277942	03/2011	20.34	
260-5519-455.32-27	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53880566	277942	03/2011	20.37	
260-5515-455.22-80	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53880567	277942	03/2011	17.98	
260-5519-455.33-83	09/28/2010	PUBLICATIONS/AUDIOVISUAL	53979615	277942	03/2011	96.00	
10/01/2010	737494	INTERSTATE POWERSYSTEMS	17926			5,087.81	
512-8400-623.24-50	09/27/2010	MISC SERVICES	C008015462.01	278262	03/2011	3,646.64	
601-0000-141.71-41	09/30/2010	MP	7015253.01		03/2011	174.68	
601-0000-141.71-41	09/30/2010	MP	7014871.01		03/2011	87.34	
571-7144-713.23-20	09/30/2010	MP	7011225.02	278398	03/2011	1,135.48	
571-7144-713.23-20	09/30/2010	MP	7014871.01	278414	03/2011	43.67	
10/01/2010	737501	JTL GROUP INC DBA KNIFE RIVER	2417			3,375.96	
211-3132-433.45-20	09/30/2010	ROAD/HIGHWAY MATERIAL	215757	278392	03/2011	61.43	
211-3132-433.45-20	09/30/2010	ROAD/HIGHWAY MATERIAL	224996	278392	03/2011	60.99	
211-3132-433.45-20	09/30/2010	ROAD/HIGHWAY MATERIAL	225416	278392	03/2011	129.52	
211-3132-433.45-20	09/30/2010	ROAD/HIGHWAY MATERIAL	225417	278392	03/2011	55.89	
211-3132-433.45-20	09/30/2010	ROAD/HIGHWAY MATERIAL	225431	278392	03/2011	68.46	
211-3132-433.45-20	09/30/2010	ROAD/HIGHWAY MATERIAL	225534	278392	03/2011	36.62	
211-3132-433.45-20	09/30/2010	ROAD/HIGHWAY MATERIAL	225723	278392	03/2011	92.26	
211-3132-433.45-20	09/30/2010	ROAD/HIGHWAY MATERIAL	225724	278392	03/2011	49.21	
211-3132-433.47-10	09/30/2010	ROAD AND HIGHWAY MATERIAL	225742	278392	03/2011	736.47	
211-3132-433.47-10	09/30/2010	ROAD AND HIGHWAY MATERIAL	225743	278392	03/2011	735.49	
211-3132-433.45-20	09/30/2010	ROAD/HIGHWAY MATERIAL	226058	278392	03/2011	418.93	
211-3132-433.47-10	09/30/2010	ROAD AND HIGHWAY MATERIAL	226072	278392	03/2011	594.37	
211-3132-433.47-10	09/30/2010	ROAD AND HIGHWAY MATERIAL	226073	278392	03/2011	149.94	
211-3132-433.45-20	09/30/2010	ROAD/HIGHWAY MATERIAL	226117	278392	03/2011	186.38	
10/01/2010	737530	MONTANA DAKOTA UTILITIES CO	2492			6,646.09	
295-6698-463.72-75	09/27/2010	MISC SERVICES	067478 27	278287	03/2011	8.31	
295-6698-463.72-75	09/27/2010	MISC SERVICES	065851 25	278288	03/2011	8.97	
561-7117-711.34-40	09/27/2010	073869 28	092710	F11625	03/2011	10.40	
561-7117-711.34-40	09/27/2010	073858 25	092710	F11625	03/2011	22.49	
502-7400-603.34-40	09/30/2010	PUD	07365822 50%		03/2011	5.87	
502-7400-603.34-40	09/30/2010	PUD	07365822 50%		03/2011	5.86	
561-7113-711.34-40	09/30/2010	AIRPORT	07385922		03/2011	276.28	
561-7112-711.34-40	09/30/2010	AIRPORT	07387221		03/2011	3,040.66	
561-7117-711.34-40	09/30/2010	AIRPORT	07388722		03/2011	69.01	
561-7117-711.34-40	09/30/2010	AIRPORT	07388824		03/2011	10.40	
512-8400-623.34-40	09/30/2010	PUD	07555321 25%		03/2011	62.45	
512-8400-623.34-40	09/30/2010	PUD	07555321 50%		03/2011	124.90	
512-8400-623.34-40	09/30/2010	PUD	07555321 25%		03/2011	62.45	
660-3110-431.34-40	09/30/2010		07585726 45%		03/2011	46.10	
670-3141-489.34-40	09/30/2010		07585726 55%		03/2011	56.35	
10-5127-451.34-40	09/30/2010	REC	07586821		03/2011	31.16	

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650-1567-487.34-40	09/30/2010	FACILITIBS	07610421	03/2011 165.39
260-5512-455.34-40	09/30/2010	LIBRARY	07617521	03/2011 46.12
521-1595-493.34-40	09/30/2010	PARKING 2906 N 3RD AVE	07624629	03/2011 10.40
521-1595-493.34-40	09/30/2010	PARKING 2910 N 3RD AVE	07624725	03/2011 10.40
521-1595-493.34-40	09/30/2010	PARK 1 LEASE	07624823	03/2011 10.40
571-7143-713.34-40	09/30/2010	TRANSIT	07647023	03/2011 415.94
150-2221-422.34-40	09/30/2010	FIRE	07676421	03/2011 65.60
150-2221-422.34-40	09/30/2010	FIRE	07935121	03/2011 88.11
541-3123-435.34-40	09/30/2010	SW	08073321	03/2011 72.46
502-7400-603.34-40	09/30/2010	PUD	08156421	03/2011 23.04
502-7400-603.34-40	09/30/2010	PUD	08156821	03/2011 10.40
502-7314-602.34-40	09/30/2010	PUD	08157021	75% 03/2011 401.70
512-8314-622.34-40	09/30/2010	PUD	08157021	25% 03/2011 133.90
502-7400-603.34-40	09/30/2010	PUD	08157221	03/2011 10.40
502-7400-603.34-40	09/30/2010	PUD	08157322	03/2011 17.72
502-7400-603.34-40	09/30/2010	CSD	31563202	03/2011 24.37
502-7400-603.34-40	09/30/2010	PUD	31753602	03/2011 10.40
150-2171-441.34-40	09/30/2010	ANIMAL SHELTER	32062801	03/2011 149.99
650-1566-487.34-40	09/30/2010	ADMIN BUILDING	32577402	03/2011 382.36
650-1566-487.34-40	09/30/2010	EVIDENCE BUILDING	32629302	03/2011 12.40
650-1566-487.34-40	09/30/2010	PD1	32708002	03/2011 92.78
512-8500-625.34-40	09/30/2010	PUD	32739201	03/2011 22.72
650-1566-487.34-40	09/30/2010	GARAGE	32781001	03/2011 192.22
512-8500-625.34-40	09/30/2010	PUD LIFT STATION	33154101	03/2011 24.73
10-5126-451.34-40	09/30/2010	PARKS & REC	34329601	03/2011 22.05
521-1592-493.34-40	09/30/2010	PARK II	34941902	03/2011 13.75
512-8500-625.34-40	09/30/2010	PUD	35059801	03/2011 22.05
150-2221-422.34-40	09/30/2010	FIRE STATION #7	35322001	03/2011 92.22
512-8500-625.34-40	09/30/2010	PUD LIFT STATION	36738301	03/2011 46.33
561-7113-711.34-40	09/30/2010		31454301	03/2011 10.40
561-7113-711.34-40	09/30/2010		31454401	03/2011 10.40
561-7113-711.34-40	09/30/2010		31454601	03/2011 58.27
561-7113-711.34-40	09/30/2010		31454701	03/2011 66.32
561-7113-711.34-40	09/30/2010		31454801	03/2011 34.55
561-7113-711.34-40	09/30/2010		31454902	03/2011 34.14
10/01/2010	737531	MONTANA DEPARTMENT OF	17643	58,450.00
513-8591-625.93-40	09/28/2010	WO1001 WTR&SWR REPLC PRJ	5L1100240	278303 03/2011 750.00
502-7211-601.34-95	09/28/2010	PUBLIC WTR SUPPLY ANL FEE	5I1100127	278305 03/2011 57,700.00
10/01/2010	737542	NILFISK-ADVANCE INC	21280	34,394.61
521-1523-493.94-40	09/30/2010	EXTERRA SWEEPER	10426191	278404 03/2011 34,394.61
10/01/2010	737544	NORMONT EQUIPMENT COMPANY	2738	3,065.71
502-0000-141.00-00	09/30/2010	SYSTEMS	200900201	03/2011 432.00
211-3132-433.23-20	09/30/2010	MISC SERVICES	200900109	278393 03/2011 798.25
211-3132-433.29-20	09/30/2010	MISC SERVICES	200900109	278393 03/2011 412.00
211-3132-433.23-20	09/30/2010	MISC SERVICES	200900153	278393 03/2011 1,423.46
10/01/2010	737546	NORTHWESTERN ENERGY	15771	221,548.08
150-2221-422.34-10	09/24/2010	FIRE1:ELEC/29,760 KWH	0100476-1 10SEP	276426 03/2011 2,611.66

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
502-7400-603.34-10	09/27/2010	MISC SERVICES	01004852 SEP10	278278 03/2011 1,091.59
502-7314-602.34-10	09/27/2010	MISC SERVICES	01006063 SEP10	278278 03/2011 4,970.90
502-7400-603.34-10	09/27/2010	MISC SERVICES	01006063 SEP10	278278 03/2011 124,272.38
502-7400-603.34-10	09/27/2010	MISC SERVICES	01006063 SEP10	278278 03/2011 33,139.30
512-8314-622.34-10	09/27/2010	MISC SERVICES	01006063 SEP10	278278 03/2011 3,313.93
295-6698-463.72-75	09/27/2010	MISC SERVICES	1894940-4	278289 03/2011 5.15
295-6698-463.72-75	09/27/2010	MISC SERVICES	1894944-6	278290 03/2011 11.72
561-7112-711.34-10	09/27/2010	0100482-9	092710	F11626 03/2011 27,688.14
521-1591-493.34-10	09/29/2010	P1 ELECTRIC	10082010	278385 03/2011 1,471.73
521-1594-493.34-10	09/29/2010	P4 ELECTRIC	10082010A	278385 03/2011 1,303.39
521-1595-493.34-10	09/29/2010	LEASE SPACE ELECTRIC	10082010B	278385 03/2011 101.60
521-1595-493.34-10	09/29/2010	LEASE SPACE ELEC.METER 2	10082010C	278385 03/2011 102.54
650-1567-487.34-10	09/30/2010	FACILITIES MANAGEMENT	01005073	03/2011 7,519.89
150-2221-422.34-10	09/30/2010	NW FIRE	07125370	03/2011 531.92
10-5122-451.34-10	09/30/2010	NW PARK/REC/PL	07126832	03/2011 90.19
571-7148-713.34-10	09/30/2010	NW AVIATION/TRAN	07127640	03/2011 22.84
521-1595-493.34-10	09/30/2010	NW FINANCE	07208291	03/2011 254.23
521-1592-493.34-10	09/30/2010	NW FINANCE	07208341	03/2011 2,686.70
150-2221-422.34-10	09/30/2010	NW FIRE	07208408	03/2011 280.09
502-7400-603.34-10	09/30/2010	NW PUD-WATER TREAT	07222524	03/2011 3,128.99
502-7400-603.34-10	09/30/2010	NW PUD-WATER TREAT	07230436	03/2011 4,881.46
260-5512-455.34-10	09/30/2010	NW LIBRARY	07244643	03/2011 85.23
10-5112-452.34-10	09/30/2010	NW PARK/REC/PL	08317026	03/2011 7.70
872-5198-452.34-10	09/30/2010	NW PARK/REC/PL	10590933	03/2011 232.18
521-1595-493.34-10	09/30/2010	NW	13815279	03/2011 94.65
521-1592-493.34-10	09/30/2010	PARK 2 GARAGE	15942824	03/2011 1,557.85
571-7148-713.34-10	09/30/2010	MET DOWNTOWN TRANS CENTER	17847567	03/2011 90.13
10/01/2010 737551	OSTERMILLER CONST	2839		25,369.70
205-3131-433.93-10	09/28/2010	SID 1388 DOROTHY LANE	1	276515 03/2011 2,300.40
464-3161-431.93-10	09/28/2010	SID 1388 DOROTHY LANE	1	276515 03/2011 20,389.86
840-3184-431.93-10	09/28/2010	SID 1388 DOROTHY LANE	1	276515 03/2011 2,679.44
10/01/2010 737553	PIERCE RV SALES	12585		3,900.00
718-2160-421.21-20	09/29/2010	PRIOR YEAR ENCUMBRANCES	UNIT #C-555	277951 03/2011 3,900.00
10/01/2010 737556	PUBLIC UTILITIES	5022		135,817.42
295-6698-463.72-75	09/27/2010	MISC SERVICES	97315-10331500	278286 03/2011 56.84
512-8400-623.34-20	09/30/2010	PUD - WATER BILLS	187212152	03/2011 785.98
872-5198-452.34-20	09/30/2010	PUD - WATER BILLS	11498915890	03/2011 1,228.90
872-5198-452.34-20	09/30/2010	PUD - WATER BILLS	11498915891	03/2011 3,279.78
872-5198-452.34-20	09/30/2010	PUD - WATER BILLS	11828118660	03/2011 1,990.66
872-5198-452.34-20	09/30/2010	PARK FALCON RIDGE	13019519760	03/2011 904.90
872-5198-452.34-20	09/30/2010	PARK FALCON RIDGE	13019521993	03/2011 90.29
872-5198-452.34-20	09/30/2010	PARK COPPER RIDGE LOOP	13592326953	03/2011 413.61
872-5198-452.34-20	09/30/2010	PARKS	13592722571	03/2011 567.11
872-5198-452.34-20	09/30/2010	PARK AMELIA CIR	13592526964	03/2011 419.71
872-5198-452.34-20	09/30/2010	PARKLAND WEST-380 S 36 W.	676754063	03/2011 752.11
805-1570-425.53-50	09/30/2010	4430 HI-LINE DR	6712510003200	03/2011 124,810.32
512-8500-625.34-20	09/30/2010	4430 HI-LINE DR	671274846	03/2011 385.13

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211-3132-433.34-20	09/30/2010	4430 HI-LINE DR	671294847		03/2011	132.08	
10/01/2010	737559	QWEST COMMUNICATIONS	6319			4,005.89	
561-7110-711.34-50	09/22/2010	QWEST SEPT 2010 3RD PAY	252-9412		03/2011	86.08	
571-7141-713.34-50	09/22/2010	QWEST SEPT 2010 3RD PAY	254-7038		03/2011	44.26	
225-2232-422.34-50	09/22/2010	QWEST SEPT 2010 3RD PAY	255-9702		03/2011	.08	
10-1212-412.34-50	09/22/2010	QWEST SEPT 2010 3RD PAY	256-6082		03/2011	93.24	
10-5140-436.34-50	09/22/2010	QWEST SEPT 2010 3RD PAY	652-0269		03/2011	43.04	
10-5112-452.34-50	09/22/2010	QWEST SEPT 2010 3RD PAY	652-5507		03/2011	44.07	
211-3132-433.34-50	09/22/2010	QWEST SEPT 2010 3RD PAY	652-8104		03/2011	29.22	
10-5121-451.34-50	09/22/2010	QWEST SEPT 2010 3RD PAY	652-8403		03/2011	33.00	
150-2225-422.34-50	09/22/2010	QWEST SEPT 2010 3RD PAY	655-0728		03/2011	43.04	
10-5112-452.34-50	09/22/2010	QWEST SEPT 2010 3RD PAY	657-3014		03/2011	28.42	
606-1931-484.34-50	09/22/2010	QWEST SEPT 2010 3RD PAY	657-8377		03/2011	3,561.44	
10/01/2010	737562	REPORTER BIG SKY OFFICE INC	3175			6,019.31	
260-5516-455.21-90	09/29/2010	EQUIPMENT MAINT & REPAIR	354855	275593	03/2011	1,537.98	
260-5516-455.22-90	09/29/2010	EQUIPMENT MAINT & REPAIR	354855	275593	03/2011	768.99	
260-5518-455.21-20	09/29/2010	EQUIPMENT MAINT & REPAIR	354855	275593	03/2011	768.99	
219-2250-422.21-20	09/29/2010	PANEL SYSTEM/ICS LAB/FIRE	271656-0 ICSLAB	278109	03/2011	1,610.00	
219-2250-422.21-20	09/29/2010	PANEL/NON-RACWY/ICS LAB	371656-1 ICSLAB	278109	03/2011	1,150.00	
150-2221-422.21-90	09/29/2010	FIRE:SHEET PROTECTORS	370760-0 FIRE	278345	03/2011	14.34	
150-2225-422.21-90	09/29/2010	911/CREDIT RETURN/BINDCSE	375478-0 CREDIT	278345	03/2011	11.16-	
150-2225-422.21-90	09/29/2010	911 CTR/MISC SUPPLIES	375478-0 911	278345	03/2011	78.31	
150-2225-422.24-50	09/29/2010	911 CTR/MISC SUPPLIES	375478-0 911	278345	03/2011	22.45	
150-2225-422.32-40	09/29/2010	911 CTR/MISC SUPPLIES	375478-0 911	278345	03/2011	32.91	
150-2225-422.24-50	09/29/2010	911/PWRBALL ELECTRA	375478-1 911	278345	03/2011	7.38	
150-2221-422.21-90	09/29/2010	FIRE/ADM/SUGAR PKTS	375752-0 FIRE	278345	03/2011	39.12	
10/01/2010	737567	SANDERSON STEWART	20446			10,375.56	
416-7493-603.93-40	09/28/2010	WO0913 STAPLES REDUN WT	14	267598	03/2011	10,375.56	
10/01/2010	737580	SPRINGSTED	3526			20,794.08	
435-3165-431.55-10	09/13/2010	MISC SERVICES	1061.106-1	278387	03/2011	659.91	
438-3165-431.55-10	09/13/2010	MISC SERVICES	1061.106-1	278387	03/2011	6,709.15	
446-3165-431.55-10	09/13/2010	MISC SERVICES	1061.106-1	278387	03/2011	329.96	
448-3165-431.55-10	09/13/2010	MISC SERVICES	1061.106-1	278387	03/2011	3,189.60	
449-3165-431.55-10	09/13/2010	MISC SERVICES	1061.106-1	278387	03/2011	109.99	
464-3161-431.55-10	09/13/2010	MISC SERVICES	1061.107-1	278387	03/2011	9,795.47	
10/01/2010	737582	STAR SERVICE INC	3553			76,821.92	
416-7493-603.92-20	09/28/2010	WO0426 ZONE 4 RESERVOIR	11	267993	03/2011	76,821.92	
10/01/2010	737591	SUNSET EXCAVATION	11477			2,900.00	
505-7515-609.36-71	09/27/2010	MISC SERVICES	904712	278276	03/2011	2,900.00	
10/01/2010	737593	TIRE-RAMA	1864			21,159.24	
211-3132-433.23-90	08/06/2010	MP	1050-164292	275725	02/2011	15.00	
571-7147-713.23-90	08/18/2010	AUTO &TRUCK MAINT.ITEMS	1050164812	275725	02/2011	75.00	
541-3122-435.23-90	08/18/2010	TIRES AND REPAIRS SW	1050164973	275725	02/2011	11,321.42	

PROGRAM: GM350L  
CITY OF BILLINGS

MINIMUM AMOUNT: 2,500.00  
FROM 10/01/2010 TO 10/01/2010

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
541-3122-435.23-90	08/18/2010	TIRES AND REPAIRS SW	1050164977	275725	02/2011	2,745.60	
541-3123-435.23-90	08/18/2010	TIRES AND REPAIRS	1050164979	275725	02/2011	417.66	
541-3123-435.23-90	08/18/2010	TIRES AND REPAIRS LF	1050165070	275725	02/2011	1,142.52	
211-3132-433.23-90	08/19/2010	MP	1050-164810	275725	02/2011	50.00	
211-3132-433.23-90	08/19/2010	MP	1050-164922	275725	02/2011	30.00	
541-3122-435.23-90	08/24/2010	COMPANY PU TIRES	1050165203	275725	02/2011	644.04	
209-4452-428.23-90	08/26/2010	MP	1040-084034	275725	02/2011	140.00	
211-3132-433.23-90	09/09/2010	MP	1050-165802	275725	03/2011	40.00	
561-7113-711.23-90	09/23/2010	MISC SERVICES	105016445	276508	03/2011	4,538.00	
10/01/2010	737596	TOWN & COUNTRY SUPPLY ASSOCIAT	18295			22,356.72	
561-7118-711.23-13	09/27/2010	INVOICE #89897	89897	F11623	03/2011	7,947.90	
601-0000-141.71-41	09/29/2010	MP	89895		03/2011	5,072.80	
601-0000-141.00-00	09/30/2010	MP	90138		03/2011	8,341.28	
150-2226-422.23-10	09/20/2010	FIRE1:UNLEADED/400 GALLON	90095 FIRE1	276337	03/2011	994.72	
541-3123-435.23-20	09/30/2010	MP	90138	278407	03/2011	.02	
10/01/2010	737598	UGRIN, ALEXANDER, ZADICK, & HIG	20866			4,821.55	
10-1611-416.35-60	09/30/2010	CONSULTANT FEES	14776; 14846	278258	03/2011	4,821.55	
10/01/2010	737607	WESTERN MUNICIPAL CONSTRUCTION	11742			268,581.30	
416-7493-603.93-40	09/28/2010	WO0913 STAPLES REDUN WTR	5	274052	03/2011	268,581.30	
10/01/2010	737608	WESTERN SYSTEMS INC	19490			16,535.15	
211-3136-433.24-30	09/30/2010	MISC SERVICES	I0005224	275321	03/2011	16,535.15	
10/01/2010	737609	WILLIAM BROTHERS CONSTRUCTION	8323			89,817.75	
421-8493-623.93-40	09/28/2010	WO0822 WWTP DISINFEC SYS	5	272596	03/2011	89,817.75	
10/01/2010	737615	YELLOWSTONE COUNTY FINANCE DPT	16736			10,039.98	
150-2111-421.35-90	09/30/2010	MISC SERVICES	AUGUST	278401	03/2011	10,039.98	
10/01/2010	737616	YELLOWSTONE VALLEY ANIMAL SHEL	20525			20,256.05	
150-2170-441.39-90	09/28/2010	CONTRACT 8-22-10\9-21-10	09-1149	278350	03/2011	20,256.05	
10/01/2010	737617	YELLOWSTONE VALLEY ELEC	4174			4,098.74	
502-7400-603.34-10	09/22/2010	MISC SERVICES	4179006 SEP10	278151	03/2011	2,407.14	
512-8400-623.34-10	09/22/2010	MISC SERVICES	4179006 SEP10	278151	03/2011	58.94	
512-8400-623.34-10	09/22/2010	MISC SERVICES	4179008 SEP08	278151	03/2011	1,130.84	
512-8500-625.34-10	09/22/2010	MISC SERVICES	4179008 SEP08	278151	03/2011	128.87	
512-8500-625.34-10	09/22/2010	MISC SERVICES	4179010 SEP10	278151	03/2011	116.88	
512-8500-625.34-10	09/22/2010	MISC SERVICES	4179011 SEP10	278151	03/2011	19.00	
512-8500-625.34-10	09/27/2010	MISC SERVICES	4179015	278277	03/2011	237.07	

DATE RANGE TOTAL \* 1,453,735.61 \*

**Regular City Council Meeting**

**Date: 10/25/2010**

**TITLE:** Public Hearing and Resolution - Lockwood Sewer District Wastewater Rates

**PRESENTED BY:** David Mumford

**Department:** Public Works

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**Information**

**PROBLEM/ISSUE STATEMENT**

As required by the March 24, 2008, Wastewater Service Agreement (Agreement) between the City and the Lockwood Water and Sewer District (District), Red Oak Consulting conducted a rate study to establish user rates and system development fees for wastewater service to the District. The proposed user rates consist of a volume charge of \$0.162 per Ccf (748 gallons) plus a fixed monthly charge of \$18,506. The fixed monthly charge covers the District's portion of the fixed operation and maintenance costs, depreciation and 15% rate-of-return on rate base. District users will also be subject to payment of a system development fee based on the size of the water meter serving their property, which is the same basis used to determine system development fees for city customers. In addition to these rates, the District will be subject to the City's 4% franchise fee. The Agreement also specifies, in addition to the franchise fee, the assessment of a 6% surcharge fee that will go to the city General Fund.

City staff and the rate consultant met with the District staff to discuss questions and concerns of the study. The District expressed concern with the level of the charges, particularly the fixed monthly charge and system development fee. However, city staff and the consultant believe that the study was conducted in conformance with the provisions of the Agreement, which results in the recommended fees and rates.

Schedule IB included in the attached resolution does not apply to the District. This schedule is denoted as Schedule IA in the City's current rates and is being renumbered to accommodate the new District monthly charge schedule.

Staff has published and mailed all notices in conformance with applicable statutes and recommends that the Council conduct a public hearing and adopt the resolution.

**ALTERNATIVES ANALYZED**

The Council may:

- Adopt the resolution; or
- Not adopt the resolution.

**FINANCIAL IMPACT**

The study estimates user rate revenue from Lockwood to be approximately \$233,000 per year, exclusive of the 4% franchise fee, 6% surcharge, and system development fees.

**RECOMMENDATION**

Staff recommends that Council conduct a public hearing and approve the resolution adopting the rates and fees for wastewater service to the Lockwood Water and Sewer District.

**APPROVED BY CITY ADMINISTRATOR**

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## Attachments

Lockwood Rate Resolution

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**RESOLUTION 10-\_\_\_\_\_**

**A RESOLUTION ESTABLISHING WASTEWATER SYSTEM DEVELOPMENT FEES AND RATES ENACTED PURSUANT TO WASTEWATER SERVICE AGREEMENT BETWEEN THE CITY OF BILLINGS AND THE LOCKWOOD WATER AND SEWER DISTRICT.**

WHEREAS, the City Council of the City of Billings, Montana, retained Red Oak Consulting to prepare wastewater rate and fee schedules for the municipal wastewater utility that would require the Lockwood Water and Sewer District (District) to pay its fair share of the cost of the City of Billings providing wastewater service to the District; and

WHEREAS, the *WHOLESALE WASTEWATER RATE and SYSTEM DEVELOPMENT FEE STUDIES, CITY OF BILLINGS, MONTANA*, dated June 2010, prepared by Red Oak Consulting developed such rates and fees for FY2011 in conformance with the applicable portions of the March 24, 2008 Wastewater Service Agreement between the City of Billings and the District; and

WHEREAS, under Title 69, Chapter 7 of the Montana Code Annotated, and under the terms of City Resolution Number 13585, the City of Billings is authorized to regulate the City's municipal wastewater utility and to establish and change wastewater rates, fees, and charges as may be deemed by the City Council to be reasonable and just.

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

1. That the following schedules of rates and fees is found to be just, reasonable, and necessary for the equitable recovery of costs and that the proposed rates and fees are approved and adopted and published as the rates and fees of the City of Billings, Montana wastewater utilities, effective upon the effective date of this Resolution.
2. That this Resolution is to be immediately filed in the City Clerk's Office, and that the decision adopting the rates and fees shall be final ten days after such are so filed.
3. That the Public Works Department is directed to file a copy of the revised wastewater rate schedules with the Public Service Commission within ten days after filing of this Resolution by the City Clerk.

**PASSED AND ADOPTED** by the City Council of the City of Billings, Montana, on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



**PUBLIC WORKS DEPARTMENT**

**WASTEWATER UTILITY**

**RATES AND CHARGES**

**SCHEDULE IB**

**Minimum Monthly Wastewater Charges**

Meter Size	Effective Date		
	<u>7/1/08</u> (\$)	<u>7/1/09</u> (\$)	<u>8/5/10</u> (\$)
<b><i>INSIDE CITY</i></b>			
3/4"	5.44	5.75	6.22
1"	6.09	6.45	7.02
1 1/2"	6.78	7.20	7.87
2"	6.95	7.40	8.09
3"	9.34	9.99	10.99
4"	26.90	29.09	32.33
6"	33.41	36.16	40.30
8"	48.59	52.67	58.78
10"	65.94	71.53	79.90
<b><i>OUTSIDE CITY</i></b>			
3/4"	5.99	6.33	6.86
1"	6.70	7.11	7.73
1 1/2"	7.46	7.93	8.66
2"	7.65	8.14	8.90
3"	10.27	10.98	12.08
4"	29.59	32.00	35.57
6"	36.75	39.78	44.33
8"	53.45	57.94	64.66
10"	72.54	78.69	87.91

EFFECTIVE: \_\_\_\_\_

BY \_\_\_\_\_  
Public Works Director

APPROVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA  
Resolution No. 10- \_\_\_\_\_ Date Approved: \_\_\_\_\_

**PUBLIC WORKS DEPARTMENT**

**WASTEWATER UTILITY**

**RATES AND CHARGES**

**Schedule VII**

**Lockwood Wastewater System Development Fees <sup>(1)</sup>**

Meter Size	
3/4" or less (1 EDU)	\$ 637
1"	\$ 1,957
1½"	\$ 5,677
2"	\$ 9,792
3"	\$ 25,410
4"	\$ 59,483

(1) Applicable to Lockwood applicants only.

For connections to the water system with meters larger than 4-inches, the City will forecast the requirements for the flow, biochemical oxygen demand (BOD), and total suspended solids (TSS) to determine the number of EDUs. For connections to the Lockwood system, the number of EDUs associated with the requirements may be determined by the following:

$$EDUs = \left[ \frac{Flow * 0.8697}{249} \right] + \left[ \frac{(BOD) * 0.0760}{151.7} \right] + \left[ \frac{(TSS) * 0.0543}{151.7} \right]$$

Where:

- Flow is projected maximum monthly average wastewater flow of the new user in gallons per day, and
- BOD is the projected BOD loading of the new customer in pounds per year of the new user's effluent, and
- TSS is the projected TSS loading of the new customer in pounds per year of the new user's effluent.

The constants used in the above formula are:

- 0.8697 equals the proportion of the City's wastewater facilities allocated to the flow parameter in its cost-of-service analysis
- 249.0 equals the estimated capacity requirements of an EDU in gallons per day of flow on maximum monthly average basis
- 0.0760 equals the proportion of the City's wastewater facilities allocated to the BOD parameter in its cost-of-service analysis
- 151.7 equals the estimated capacity requirements of an EDU in pounds of BOD per year

- 0.0543 equals the proportion of the City's wastewater facilities allocated to the TSS parameter in its cost-of-service analysis
- 151.7 equals the estimated capacity requirements of an EDU in pounds of TSS per year

The City may update the values in the formula above as its system changes to recognize the changing costs imposed by a new large customer.

EFFECTIVE: \_\_\_\_\_

BY \_\_\_\_\_  
Public Works Director

APPROVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA  
Resolution No. 10- \_\_\_\_\_ Date Approved: \_\_\_\_\_

**Regular City Council Meeting**

**Date:** 10/25/2010

**TITLE:** 1st Quarter FY2010/2011 & 4th Quarter FY2009/2010 Budget Amendments

**PRESENTED BY:** Patrick M. Weber

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

First Quarter Budget amendments for Fiscal Year 2010/2011 are requested for the following:

The General Fund-Nondepartmental and Parking Fund requests a budget amendment for City Hall and attached parking garage façade wash and related repairs totaling \$16,120. This was an expenditure budgeted for FY10, but not expended or under contract until FY11. Reserves will be used to fund this expenditure.

The General Fund-Recreation Department needs budget authority for the County Community Center. The kitchen at the Center is in need of an upgrade to the hood suppression system and also to replace burners that are not working on the range. Donations will be used for these two repairs in the amount of \$4,200.

The Community Development Grants Fund requests to use remaining budget authority from Fiscal Year 2010/2011 in various accounts to pay for scanning of documents for records management, grant writing related expenses and environmental review training for a total of \$8,933.

The Tax Increment South Fund needs budget authority to transfer the remaining funds from construction to the Debt Service Fund.

The Parks Program Fund-Recreation needs budget authority for costs incurred related to dog races and special events/concerts. The proceeds received from these special events will be revenue in the parks program and transferred to the baseball field maintenance Fund.

The Parks and Recreation Division of the General Fund will begin to pay Street/Traffic Fund for charge for forestry services totaling \$160,000 previously reported as a Nondepartmental Division transfer.

The Parks Department has received a donation from the Billings Tennis Association. The funds will be used to pay for repairs of tennis courts.

Sidewalk and Curb Debt Service that was issued in 1994 and 1995 was delinquent in collections in the amount of \$183,000. No more tax collections will be received by these sidewalk districts and thus monies will need to be transferred out of the SID revolving fund. The SID revolving fund will need budget authority to transfer out \$183,000 into the Sidewalk and Curb District Fund for the deficit.

Special Improvement District Debt Service that was issued in 1994 has excess cash in the amount of \$15,100. No more tax collections or payments will be made by this SID district and thus the monies will be transferred out of the Special Improvement District fund per Montana Code. The Special Improvement District Fund will need budget authority to transfer \$15,100 into the SID Revolving Fund for the excess.

General Fund-Nondepartmental is requesting budget authority to be used to pay Community Seven for live broadcasts of Council Work Sessions totaling \$1,300. Broadcasts will be paid using cash reserves.

The Capital Replacement Fund will transfer amounts previously contributed by the Street/Traffic Fund to be used for equipment replacements. A budget amendment is requested to increase the previously budgeted transfer by \$54,789 for a total transfer of \$2,958,443.

Budget authority is requested to pay for arbitrage costs incurred. These costs will be funded by reserves.

Budget authority is requested to pay for mowing services provided to Urban Renewal Projects Fund property using reserves.

Budget authority is requested to use Community Development Grant funds to pay for the skatepark bathrooms.

The Airport desires to re-establish the budget authority to purchase a Runway Broom in the bid amount of \$523,000. The Runway Broom was recommended for replacement through the ERP process and is an approved FY 2010 AIP Grant project that was not awarded until August 9, 2010. The Runway Broom is 95% reimbursed by the FAA and 5% is paid from local funds.

The Airport recently completed issuing Series 2010B Revenue Bonds to build the Car Rental Quick Turn Around (QTA) facility. The Debt Service will be paid for with a \$3.00 per day Customer Facility Charge (CFC) on each car rental. The CFC fee was also recently approved by Council. The Airport desires to establish budget authority for the Series 2010B Revenue Bonds debt service payments and the related transfer from fund 406 where CFC's are collected.

The Airport desires to establish budget authority to construct and equip the Airport Car Rental Company Quick Turn Around (QTA) Facility in the amount of \$5,648,680. The QTA is an approved CIP and Budgeted FY 2010 project that was not bid prior to the end of FY 2010, and this request is being made to rebudget the project in FY 2011. The project is 100% funded by the sale of revenue bonds which will be repaid by Customer Facility Charges (CFC). The budget adjustment also establishes budget authority to transfer the debt service reserve amount to the debt service reserve fund.

The Airport desires to re-establish budget authority to contract for services to apply roof coating to Industrial Park Buildings #6 and #7 in the amount of \$44,000. The roof coating project is an approved FY 2010 CIP and Budgeted project that did not get under contract prior to the end of FY 2010 and this request is being made to rebudget the project in FY 2011. The project is 100% funded by local Airport revenues.

The Airport desires to establish budget authority to contract for services to renovate an airline freight office in the terminal building baggage claim area into a fifth Car Rental Counter in the amount of \$100,000. The Car Rental Company Counter project is an approved FY 2010 CIP

and Budgeted project that was not contracted prior to July 1, 2010, because the Airport was unsure if a fifth counter position was needed. After five car rental concessions were approved at the September 13, 2010, Council meeting, it was determined that this budget authority was needed. Adding a fifth on-site Car Rental concession should increase Airport concession revenues by \$150,000 to \$200,000 per year. The project is 100% funded by local Airport revenues.

Fourth Quarter Budget amendments for Fiscal Year 2009/2010 are requested for the following:

Budget authority is requested to increase the claims expense using reserves in the City Health Benefits Fund.

### **ALTERNATIVES ANALYZED**

The Council may:

- Approve the request budget amendments; or
- Not approve the request budget amendments.

### **FINANCIAL IMPACT**

The requested budget amendments will be funded by additional revenues or reserves.

### **RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and approve the resolution approving and adopting the budget amendments for Fiscal Year 2010/2011 and Fiscal Year 2009/2010 per attached.

### **APPROVED BY CITY ADMINISTRATOR**

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#### **Attachments**

4th Qtr FY10

1st Qtr FY11

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**EXHIBIT A**

**Revenue      Expenditure**

**-----  
Fund 627-City Health Insurance Benefits Fund**

Budget authority is requested to increase claims expense to pay for claims incurred and paid in FY10.

627-1752-417	1430	500,000	Claims expense
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**EXHIBIT A**

**Revenue      Expenditure**

**Fund 010 - General Fund - Nondepartmental, Fund 521-Parking Fund**

The General Fund-Nondepartmental and Parking Fund will complete a façade wash and related repairs for a budgeted expenditure from FY10 to be expended in FY11. The project will be funded by reserves.

010-1411-414	3660		11,480	Repairs and maintenance
521-1593-493	2450		4,640	Repairs and maintenance

-----  
**Fund 010 - General Fund - Recreation Division**

The Billings County Community Center has been allocated \$4,200 of donations. The money will be used to upgrade the hood suppression system and replace burners at the kitchen at the BCC.

010-5127-451	2450		4,200	Small Items of Equipment
010-5127-362	7023	4,200		Reimbursement from grant recipient

-----  
**Fund 278 & 279 Community Development Grants Fund**

The Community Development Grants Fund has budget authority from FY10 that they would like to use for costs of scanning of documents for records management, grant writing related expenses and environmental review training. Reserves will be used to fund these expenditures.

279-6661-464	5930		3,637	Records management
278-6761-465	2190		2,339	Grant writing office supplies
278-6761-465	3824		1,715	Grant writing training
278-6762-465	3824		1,242	Environmental review training

-----  
**Fund 432 Tax Increment South Construction Fund, Fund 832 SID Debt Service Fund**

Close out the remaining cash balance in the construction fund to the Debt Service Fund.

432-3110-431	8255		350	Transfer Out to Debt Service
832-1572-383	7519	350		Transfer In From Construction

-----  
**Fund 769 - Parks Program Fund**

The Parks Program Fund needs additional budget authority for the expenditures for dog races and concerts. Also transfer of revenue from special events to the Dehler Park Maintenance Fund.

769-5186-347	4018	70,450		
769-5186-347	4019	3,500		
769-5186-451	2291		64,100	
769-5186-451	2292		1,000	
769-5186-451	8225		6,350	Transfer Out
768-5153-383		6,350		Transfer In

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**Fund 010 - General Fund, Nondepartmental Division and Parks and Recreation Division, Fund 211 - Street/Traffic Fund**

The Nondepartmental transfer to Fund 211 for forestry services will become a charge for service.

010-5114-452	3990		160,000	Charges for services-forestry
010-1412-414	8230		(160,000)	Transfer to Street/Traffic Fund
211-3131-383	7515		(160,000)	Transfer from General Fund

211-3131-344                      2621                                      160,000    Charges for services-forestry

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**Fund 010 - General Fund and Parks and Recreation Division**

The Parks Department received a donation from the Billings Tennis Association in the amount of \$5,300. The funds will be used to fill cracks to the playing surfaces in Pioneer, Central, Rose, Lillis, and North Parks. Special crack filling materials developed for use on tennis courts will be used and applied by a professional tennis court maintenance company.

010-5111-365	6620	5,300		Contributions/Donations
010-5112-452	3690		5,300	Repair & Maintenance

-----  
**Fund 892-896 Sidewalk and Curb Debt Service Fund**

Budget authority is needed in the SID revolving fund to transfer \$183,000 to the Sidewalk and Curb debt service fund. Sidewalk & Curb tax collections were delinquent in the amount of \$183,000 in Sidewalk and Curb pooled bonds sold in 1994 & 1995.

231-1583-415	8225		183,000	Transfer Out to Sidewalk & Curb
850-1571-383	7514	183,000		Transfer In from SID revolving

-----  
**Fund 820 Special Improvement District Debt Service Fund**

Budget authority is needed in the SID Debt Service fund to transfer \$15,100 to the SID Revolving Fund. Excess cash in the amount of \$15,100 in the SID Debt Service Fund must be transferred to the SID Revolving Fund per Montana Code.

820-1572-479	8225		15,100	Transfer Out to SID revolving
231-1583-383	7536	15,100		Transfer In from SID's

-----  
**Fund 010-General Fund Nondepartmental**

Budget authority is requested to allow for the expense incurred from Community Seven for broadcasts of Council Work Sessions. Broadcast costs will be paid with reserves.

010-1411-414	7266		1,300	Channel 7-Work Sessions
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**Fund 640-Capital Replacement Fund, Fund 211-Street/Traffic Fund**

Budget authority is request to allow for the transfer of previously contributed monies to the Capital Replacement Fund by the Street/Traffic Fund to the Special Revenue Fund Street/Traffic Fund. This will be funded by reserves.

640-1511-412	8211		54,789	Additional transfer
211-3131-383	7556	54,789		Additional transfer

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**Fund 311 - Series 2000 Parks Fund**

Budget authority is requested to pay for arbitrage costs incurred. These costs will be funded by reserves.

311-1530-471	3592		10,953	Arbitrage Costs
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**Fund 428 - Urban Renewal Property Acquisition Fund**

Budget authority is requested to pay for mowing services provided to urban renewal projects using reserves.

428-6590-465	3660		1,800	Mowing costs
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**Fund 010 - General Fund -- Parks and Recreation, Fund 296 -- Communtiy Development Grants Fund**

Budget authority is requested to pay for skatepark bathrooms to be funded by CDBG using reserves.

010-5111-383	7514	85,000		Transfer from CDBG
291-6664-463	8225		85,000	Transfer to Gen Fund
010-5111-452	9370		85,000	Cost of Skatepark Bathrooms

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**Funds 405 & 561 - Airport Fund**

The Airport desires to reestablish the budget authority to purchase a Runway Broom in the bid amount of \$523,000. The Runway Broom was recommended for replacement through the ERP process and is an approved FY 2010 AIP Grant project that was not awarded until August 9, 2010. The Runway Broom is 95% reimbursed by the FAA and 5% is paid from local funds.

405-7125-711	9672		496,850	Capital outlay- federal share
405-7125-711	9673		26,150	Capital outlay – local share
405-7125-331	1988	496,850		AIP federal grant revenue
405-7125-383	7525	26,150		Transfer from operating
561-7111-711	8214		26,150	Transfer to construction

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**Funds 565 & 406 - Airport Fund**

The Airport recently completed issuing Series 2010B Revenue Bonds to build the Car Rental Quick Turn Around (QTA) facility. The Debt Service will be paid for with a \$3.00 per day Customer Facility Charge (CFC) on each car rental. The CFC fee was also recently approved by Council. The Airport desires to establish budget authority for the Series 2010B Revenue Bonds debt service payments and the related transfer from fund 406 where CFC's are collected.

565-7123-383	7514	170,796		Transfer from other funds
565-7123-476	6200		170,796	Interest
406-7119-711	8218		170,796	Transfer to debt service

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**Funds 406 & 564 - Airport Fund**

The Airport desires to establish budget authority to construct and equip the Airport Car Rental Company Quick Turn Around (QTA) Facility in the amount of \$5,648,680. The QTA is an approved CIP and Budgeted FY 2010 project that was not bid prior to the end of FY 2010, and this request is being made to rebudget the project in FY 2011. The project is 100% funded by the sale of revenue bonds which will be repaid by Customer Facility Charges (CFC). The budget adjustment also establishes budget authority to transfer the debt service reserve amount to the debt service reserve fund.

406-7119-711	9290		5,648,680	Capital outlay
406-7119-381	6810	6,525,000		Bond sale
406-7119-476	5510		144,978	Bond sale fees
406-7119-476	5511	7,378		Bond sale premium
406-7119-711	8225		500,044	Transfer to construction
564-7126-383	7514	500,044		Transfer from other funds

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**Funds 562 & 561 - Airport Fund**

The Airport desires to reestablish budget authority to contract for services to apply roof coating to Industrial Park Buildings #6 and #7 in the amount of \$44,000. The roof coating project is an approved FY 2010 CIP and Budgeted project that did not get under contract prior to the end of FY 2010 and this request is being made to rebudget the project in FY 2011. The project is 100% funded by local Airport revenues.

562-7120-711	9290		44,000	Capital Outlay
562-7120-383	7520	44000		Transfer from operating
561-7111-711	8214		44,000	Transfer to construction

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**Funds 563 & 561 - Airport Fund**

The Airport desires to establish budget authority to contract for services to renovate an airline freight office in the terminal building baggage claim area into a fifth Car Rental Counter in the amount of \$100,000. The Car Rental Company Counter project is an approved FY 2010 CIP and Budgeted project that was not contracted prior to July 1, 2010 because the Airport was unsure if a fifth counter position was needed. After five car rental concessions were approved at the September 13, 2010 Council meeting, it was determined that this budget authority was needed. Adding a fifth on-site Car Rental concession should increase Airport concession revenues by \$150,000 to \$200,000 per year. The project is 100% funded by local Airport revenues.

563-7121-711	9290		100,000	Capital Outlay
563-7121-383	7520	100000		Transfer from operating
561-7111-711	8214		100,000	Transfer to construction

**Regular City Council Meeting**

**Date: 10/25/2010**

**TITLE:** Public Hearing and Resolution to Exclude Tract 2A of C/S 2544 from the City Limits

**PRESENTED BY:** Candi Beaudry,  
Planning & Community Services

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

The Planning Division is requesting the City Council conduct a public hearing and approve a Resolution to Exclude Property to deannex a portion of the Briarwood Planned Unit Development (PUD) property that is described as Tract 2A of C/S 2544 Amended. The deannexation will result in about 122 acres of undeveloped land being taken out of the City and reverted to Agricultural Open Space zoning as it was before it was annexed and made part of the Briarwood PUD. Petitioners and property owners Max Thornton, Co-Trustee of the Katherine Thornton Trust, and Richard Paasch, Manager of PM&M, LLC have signed the attached petition to request that this property be deannexed. A 20-day public comment period beginning September 30 was legally noticed on September 30 and October 14. No comments have been received as of October 7, 2010. City staff has reviewed this deannexation request and support the deannexation of this property. Staff has proposed two conditions of deannexation that are discussed in more detail in the Background Section of this report and also included in the Resolution to Deannex attached to this report.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the Resolution to Exclude Property to deannex the above mentioned property; or
- Not approve the Resolution to Exclude Territory.

**FINANCIAL IMPACT**

This property currently was intended to be developed in the City for residential uses so there may be some potential for lost tax revenue for the City if the property is deannexed. However, the property is very rugged and it is unclear whether the development originally proposed by the Briarwood PUD could be built at the proposed densities. Since the property is not currently developed and no City services are extended to the property, the City will not lose any infrastructure investment by de-annexing it.

**BACKGROUND**

The Planning Division is requesting the City Council approve a Resolution to Exclude Property to deannex a portion of the Briarwood Planned Unit Development (PUD) property. The deannexation will result in about 122 acres of undeveloped land being taken out of the City and reverted to Agricultural Open Space zoning as it was before it was annexed and made part of the Briarwood PUD.

Staff has reviewed this deannexation petition and finds that the request is consistent with the City's deannexation policy in that:

1. The property is not currently connected to City water, wastewater or storm drainage facilities, and cannot connect to these facilities without a significant expenditure of personal or public funds, and
2. The property is not adjacent to public rights-of-way (however, the City is expected to condition this deannexation to maintain a road right-of-way for a future connection between McMasters Blvd. and Colleen Drive), and
3. The property is not encumbered by any indebtedness of any improvement district of which the territory is a part, and
4. The property is located on the outer perimeter of the City limits and upon exclusion of the property will not result in a parcel wholly surrounded by City limits.

The requested deannexation is not consistent with the City's deannexation policy in that: The property is adjacent on the west side to acceptable limits of annexation as defined on the most recent update of the Limits of Annexation Map. If deannexed, this will mainly result in the Briarwood Golf Course being the defining City Limits along a portion of the west, north and east portion of the Briarwood PUD. This inconsistency does not appear to be a significant deterrent to deannexing this property.

City staff supports the deannexation of this property since it complies with the deannexation criteria outlined above, is not currently developed, delivery of City services would be challenging to the property, and it is on the outer edge of the City Limits of Annexation Map. However, staff has proposed two conditions of deannexation provided below and also included in the Resolution to Exclude Property attached to this report to address concerns about future public access across the subject property and continuing access to an existing City water reservoir that serves the Briarwood area. The proposed conditions of deannexation are as follows:

- An easement shall be executed and recorded by the petitioners that establishes public access for future road and utility infrastructure across the subject property (See Easement Document attached to the City Council Deannexation Memo for October 25, 2010).
- The petitioners agree to execute a new five (5) year agreement with the City to continue to provide access across Certificate of Survey 2165 for city personnel, approved contractors, and vehicles to service and inspect the Briarwood Water Storage Reservoir as stipulated in the access agreement between the City and the petitioners dated February 6, 2007.

Staff finds that with these conditions in place, future public access and utility access will be maintained with this deannexation.

### **CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

This deannexation petition aligns with the deannexation criteria as set out in the City's Deannexation Policy and discussed in more detail in the Background Section of this report.

### **RECOMMENDATION**

Staff recommends that Council approve the Resolution to Exclude with the two proposed conditions a portion of the Briarwood PUD property that is described as Tract 2A of C/S 2544 Amended from the city limits.

### **APPROVED BY CITY ADMINISTRATOR**

Resolution to Exclude

Deannexation Exhibit

Deannexation Petition

Public Access Easement

Public Access Easement Exhibit

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**RESOLUTION 10 - \_\_\_\_\_**

**A RESOLUTION TO EXCLUDE TERRITORY UNDER THE PROVISIONS OF  
TITLE 7, CHAPTER 2, PART 48 OF THE MONTANA CODE ANNOTATED**

WHEREAS, the City Council of the City of Billings has determined that a petition to exclude the territory now within the City of Billings was signed by the requisite number of qualified electors of the City, and that granting of the petition is in the best interest of the City of Billings and will not materially mar the symmetry of the City; and

WHEREAS, the Billings City Council desires to exclude said territory from the City of Billings pursuant to Title 7, Chapter 2, Part 48 of the Montana Code Annotated; and

WHEREAS, the boundaries of the territory that the Billings City Council desires to exclude is particularly described as follows:

1. TERRITORY DEANNEXED. A tract of land situated in the SE1/4 and the SW1/4 of Section 22, and the NE1/4 and the NW1/4 of Section 27, T.1S., R.26E., P.M.M., City of Billings, Yellowstone County, Montana, more particularly described as:

Portions of Certificate of survey 2544, annexed under Resolution No. 02-17819, Recorded April 18, 2002, Under Document No. 3173017, Records of Yellowstone County, Montana,

Said portion being Tract 2A of Amended Tracts 2, 3, 4, 5, 6A-1, 7A, 12 & 13A, of Certificate of Survey No. 2544 4<sup>th</sup> and 5<sup>th</sup> Amended, Recorded December 17, 2004, Under Document No. 3315777, Records of Yellowstone County, Montana,

Said Tract containing 121.78 acres.

(# 10-03) See Exhibit "A" Attached

2. CONDITIONS. The deannexation is approved, subject to the following condition:
  - An easement shall be executed and recorded by the petitioners that establishes public access for future road and utility infrastructure across the subject property (See Easement Document attached to the City Council Deannexation Memo for October 25, 2010).

- The petitioners agree to execute a new five (5) year agreement with the City to continue to provide access across Certificate of Survey 2165 for city personnel, approved contractors, and vehicles to service and inspect the Briarwood Water Storage Reservoir as stipulated in the access agreement between the City and the petitioners dated February 6, 2007.

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

- A. The Billings City Council desires to exclude the above described contiguous territory.
- B. All registered voters in the territory to be embraced were immediately notified, in writing.
- C. Notice of the City Council's intent to exclude said territory was passed under Resolution No. 10-18997, and published as provided in Section 7-1-4127, MCA, with notice that for a period of twenty (20) days after first publication of the notice, the Billings City Clerk accepted written comments approving or disapproving the proposed exclusion of the above described territory from the City of Billings from registered voters residing in the area proposed to be excluded.
- D. The City Clerk forwarded all written communication received by the Clerk to the City Council for consideration.
- E. A public hearing on the question of exclusion of said territory was held on October 25, 2010.

APPROVED AND PASSED by the City Council of the City of Billings this 25th day of October, 2010.

THE CITY OF BILLINGS

BY: \_\_\_\_\_

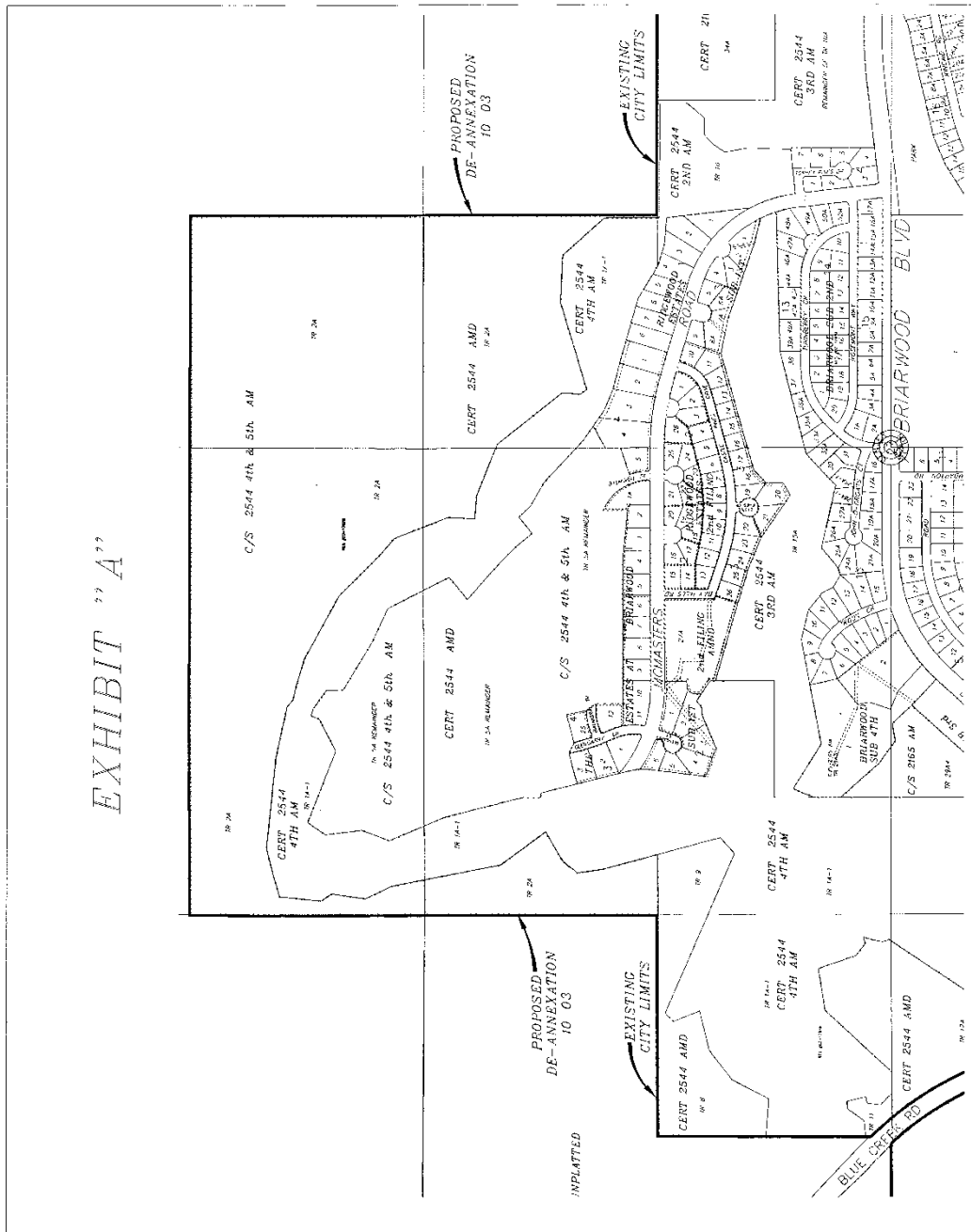
Thomas W. Hanel, MAYOR

ATTEST:

BY: \_\_\_\_\_

Cari Martin, CITY CLERK

# EXHIBIT "A"







PETITION  
FOR-DE-ANNEXATION  
FROM THE CITY OF BILLINGS

This is a Petition to the City of Billings requesting the De-annexation of property from the City, pursuant to MCA Title 7, Chapter 2, Part 48. Procedures for de-annexation are governed by the Statutes of the State of Montana. This petition contains the signatures of 100% of the Resident Freeholder Electors to be considered for de-annexation.

The Resident Freeholder(s) desire to de-annex Tract 2A of C of S 2544, 4th and 5th Amended. (See attachment # 1 & 2). The boundary of Tract 2A is highlighted in yellow. There are no streets, major trunk - water or sewer mains on this property.

Mc Masters Street is planned for future development from its current stoppage at the beginning of Tract 5A, in the future it would then cross Briarwood Golf Course, proceed northerly on Tract 2A where it would cross onto property owned by the Bowman family. Easements have been obtained for this road. (See attach #3, Briarwood Land Use Map). Easements are also filed for Southland Parkway and Culloden Road which would give another access point to Tract 5A.

The property is currently zoned "PUD", the property immediately adjacent to it is zoned "Agricultural Urban, R-15 & R-7". (atch 4)

The Briarwood Golf Course Board has been informed of this action, given a similar offer to purchase, and no response has been received by the sellers.

**Additional Information in regards Property to be considered for De-Annexed from the City of Billings:**

1. Legal Description. Section 27, Town 01 S, Range 26 E, S27 T01 S, R26 E, 2544 AMD, PARCEL 02A, TR 2A COS 2544 4TH & 5TH AMD (05) 121,78 ANNEXED (03) (Atch #5)
2. Tax Code. D11579. (Atch #5)
3. Address of General Location. North and West of Briarwood Golf Course, Fairways #10-15. (Atch #1)
4. Use of Property. Currently none.

5. Legal Property Owners:

Max Thornton (30.25%)  
11842 Pryor Road  
Billings, MT 59101

Katherine K. Thornton Trust (19.25%)  
Max Thornton Co-Trustee w/  
First Interstate Bank of Commerce  
P.O. Box 30918  
Billings, Mt 59116

PM&M LLC (50%)  
Richard W. Paasch, Mgr  
2060 Rimrock Road  
Billings, Mt 59102

6. The below signed property owners respectfully request favorable action on the Petition for De-Annexation from the City of Billings:

Max Thornton

Max E. Thornton

Katherine Thornton Trust  
Max Thornton, Co-Trustee

Max E. Thornton, Co-Trustee

First Interstate Bank of Commerce  
Billings, Montana, Co Trustee

By: [Signature]  
Trust Officer

By: Carina Q. O'Leary, VP & WA  
Trust Officer

Richard W. Paasch  
PM&M LLC, Mgr

[Signature]

Attachments:

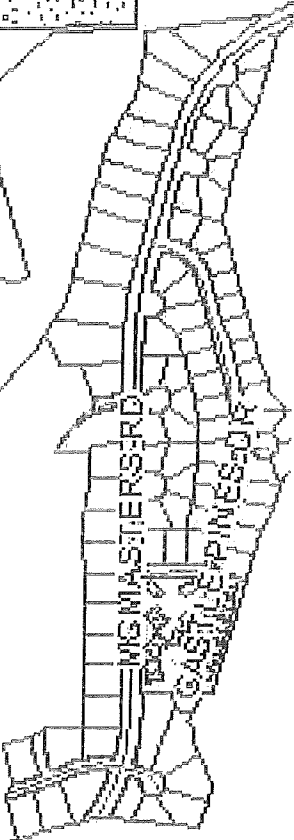
1. Limits of Annexation
2. C Of S #2544
3. Property Map Showing McMasters Ext, Southland Parkway & Culloden
4. Zoning Map
5. Yellowstone County Tax Stmt

R<sub>1</sub> Urban

Subplot  
TR 101  
#2A

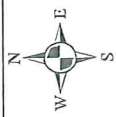
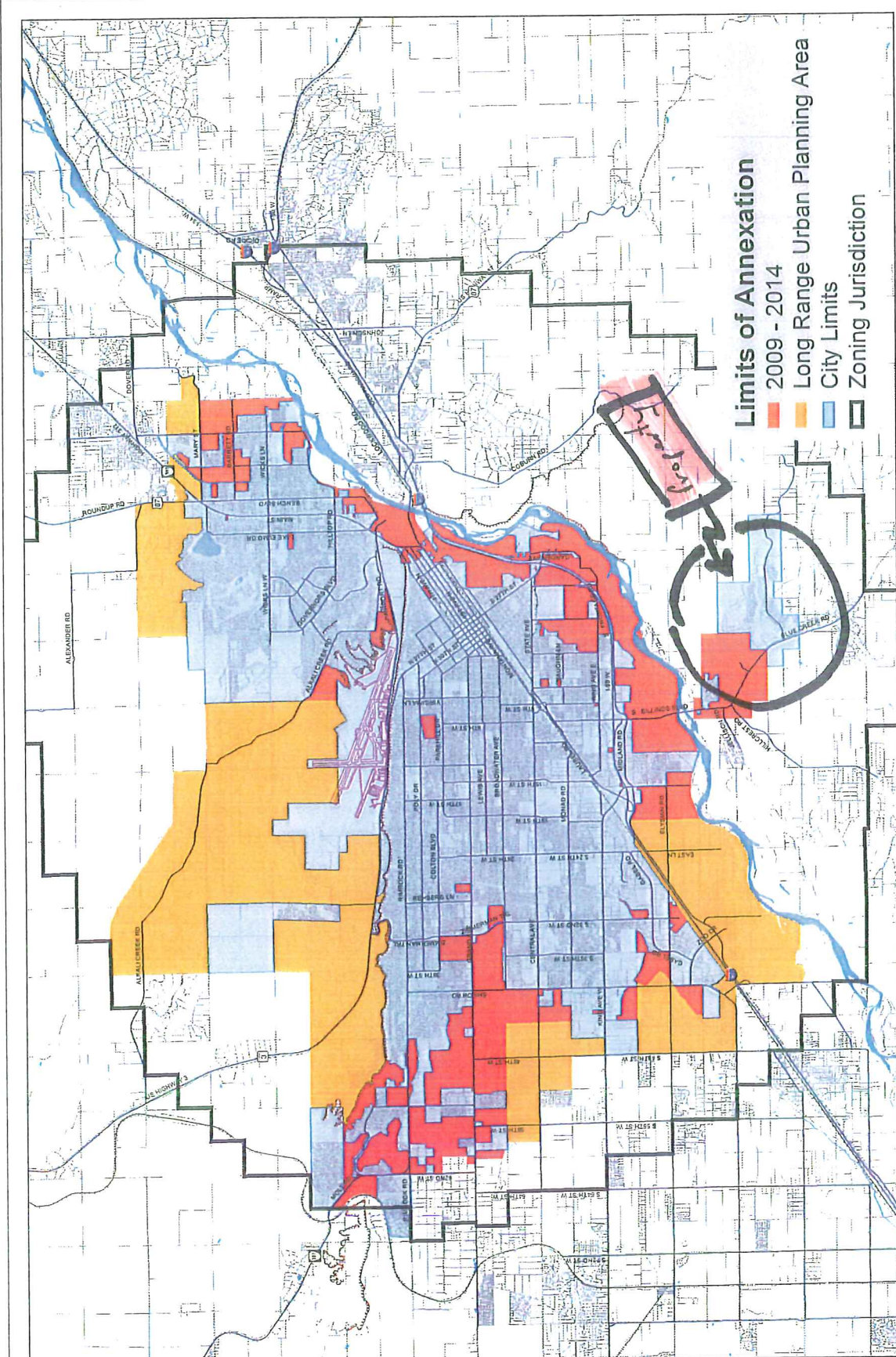


PUD



R-

R-



Map prepared by GIS and Planning Department, City of Billings, Montana  
 12/2009

# Limits of Annexations

Revised June 8, 2009





- Subject Property
- Easement
- Blue Creek, Briarwood I
- F.H.C. Plans
- McHarris
- Easement

*Southland Parkway*

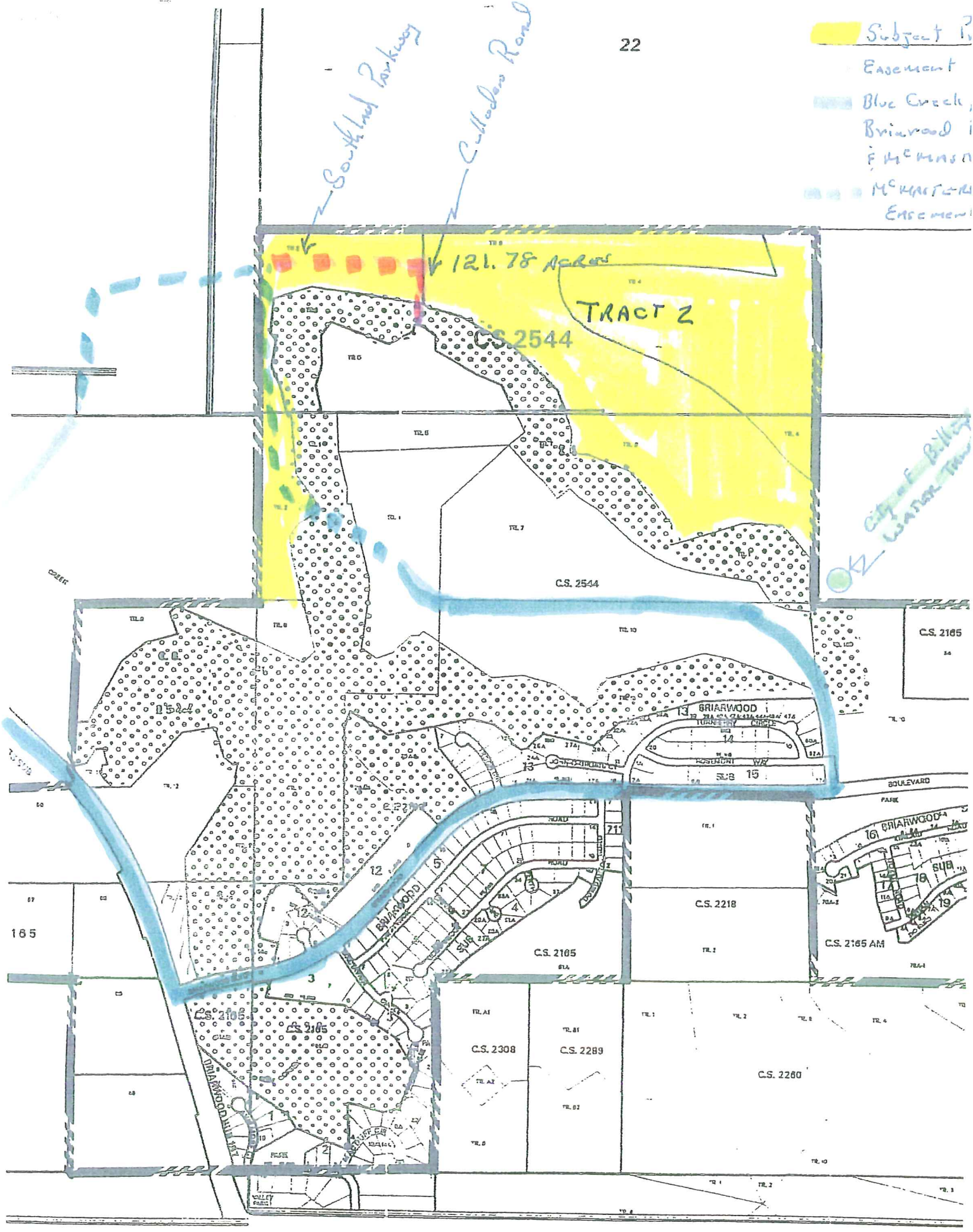
*Calladans Road*

121.78 Acres

TRACT 2

C.S. 2544

*City of Dallas  
Water Dept*



C.S. 2185

BRIARWOOD

UNIVERSITY

ROSLINDEN

SUB 15

BOULEVARD

PARK

BRIARWOOD-A

SUB 16

SUB 17

SUB 18

SUB 19

C.S. 2165 AM

C.S. 2218

C.S. 2185

C.S. 2308

C.S. 2289

C.S. 2280

165





\_\_\_\_\_  
**Max E. Thornton**

STATE OF MONTANA     )  
  :SS  
County of Yellowstone     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , before me, the undersigned Notary Public for the State of Montana, personally appeared Max E. Thornton, known to me to be the persons who signed the forgoing instrument and who acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written.

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

## EXHIBIT A

### Access Easement for MacMasters Road

Beginning a point which is the section corner common to Sections 21, 22, 27, & 28, T. 1 S., R. 26 E., P.M.M., Yellowstone County, Montana; thence, from said Point of Beginning, along the west line of said Section 22, N 00°07'40" E a distance of 551.81 feet; thence, leaving said west line, along a non-tangent curve to the right with a central angle of 16°10'44" , a radius of 1010.00 feet, and a length of 285.20 feet ( Chord: S 07°57'42" E a distance of 284.25 feet); thence S 00°07'40" W a distance of 98.03 feet; thence along a curve to the left with a central angle of 36°26'22", a radius of 840.00 feet, and a length of 534.23 feet ( Chord: S 18°05'31" E a distance of 525.27 feet); thence S 36°18'42" E a distance of 443.37 feet; thence S 60°07'12" W a distance of 80.51 feet; thence N 36°18'42" W a distance of 434.35 feet; thence along a curve to the right with a central angle of 19°28'34", a radius of 920.00 feet, and a length of 312.73 feet (Chord: N 26°34'25" W a distance of 311.23 feet) to a point on the west line of said Section 27; thence, along said west line, N 00°06'41" E a distance of 96.06 feet to the Point of Beginning; said described easement having an are of 84,150 Sq. Ft.

## EXHIBIT B

### Access Easement for Southland Parkway

Beginning at a point which bears N 00°07'40" E a distance of 777.53 feet from the section corner common to Sections 21, 22, 27, & 28, T. 1 S., R. 26 E., P.M.M., Yellowstone County, Montana; thence, from said Point of Beginning, along the west line of said Section 22, N 00°07'40" E a distance of 127.85 feet; thence, leaving said west line, along a non-tangent curve to the right with a central angle of 17°38'57", a radius of 4175.00 feet, and a length of 1286.04 feet (Chord: N 79°04'43" E a distance of 1280.97 feet); thence S 02°05'49" E a distance of 207.96 feet; thence along a curve to the right with a central angle of 23°19'23", a radius of 325.00 feet, and a length of 132.30 feet (Chord: S 09°33'53" W a distance of 131.38 feet); thence S 21°13'34" W a distance of 68.31 feet; thence N 50°01'59" W a distance of 52.80 feet; thence N 21°13'34" E a distance of 51.35 feet; thence along a curve to the left with a central angle of 23°19'23", a radius of 275.00 feet, and a length of 111.94 feet (Chord: N 09°33'53" E a distance of 111.17 feet); thence N 02°05'49" W a distance of 87.65 feet; thence along a non-tangent curve to the left with a central angle of 17°33'24", a radius of 4055.00 feet, and a length of 1242.54 feet (Chord: S 78°25'06" W a distance of 1237.69 feet) to the Point of Beginning; said described easement having an area of 168,203 Sq. Ft.

# EXHIBIT C

ACCESS EASEMENT WITHIN TRACT 2A, C.O.S. 2544, 4th & 5th AM., AMENDING TR. 2-5, 6A1, 7A, 12, & 13 IN THE SET/4 OF SECT. 22 & THE NE1/4 OF SECT. 27, T1S, R26E, P1M, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : RICHARD PAASCH

SEPTEMBER, 2010  
BILLINGS, MONTANA

PREPARED BY : SANDERSON STEWART

ST/16 CORNER,  
SECT. 21 & 22,  
T1S, R26E, P1M

ACCESS EASEMENT FOR INGRESS  
& EGRESS CREATED UNDER ITEM  
(G) OF QUITCLAIM DEED RECORDED  
IN BOOK 1345, PAGE 2263,  
YELLOWSTONE COUNTY RECORDS

UNPLATTED

PROPOSED ACCESS  
EASEMENT PER  
BRIARWOOD MASTER  
DEVELOPMENT PLAN

$\Delta=17^{\circ}38'57''$   
 $R=4175.00'$   
 $L=1286.04'$   
CHORD  
 $N79^{\circ}04'43''E$   
1280.97'

C.O.S. No. 2544,  
TR-2A  
4th AND 5th AM.

**SOUTHLAND PARKWAY**

$\Delta=23^{\circ}19'23''$   
 $R=275.00'$   
 $L=111.94'$   
CHORD  
 $N02^{\circ}05'49''W$   
87.65'

$\Delta=17^{\circ}33'24''$   
 $R=4055.00'$   
 $L=1242.54'$   
CHORD  
 $S78^{\circ}25'06''W$   
1237.69'

C.O.S. No. 2544  
TR-1A1  
4th AM.

$\Delta=16^{\circ}10'44''$   
 $R=1010.00'$   
 $L=285.20'$   
CHORD  
 $S07^{\circ}57'42''E$   
284.25'

$S 00^{\circ}07'40'' W$   
98.03'

$\Delta=36^{\circ}26'22''$   
 $R=840.00'$   
 $L=534.23'$   
CHORD  
 $S18^{\circ}05'31''E$   
525.27'

$N 00^{\circ}06'41'' E$   
96.06'

$\Delta=19^{\circ}28'34''$   
 $R=920.00'$   
 $L=312.73'$   
CHORD  
 $N26^{\circ}34'25''W$   
311.23'

C.O.S. No. 2544,  
TR-2A  
4th AND 5th AM.

$N 36^{\circ}18'42'' W$   
434.35'

$S 36^{\circ}18'42'' E$   
443.37'

$S 60^{\circ}12'12'' W$   
80.51'

ROADWAY EASEMENT AS  
DESCRIBED IN DEED OF  
EASEMENT RECORDED UNDER  
DOCUMENT NO. 3214413,  
YELLOWSTONE COUNTY  
RECORDS

C.O.S. No. 2544  
TR-1A1  
4th AM.

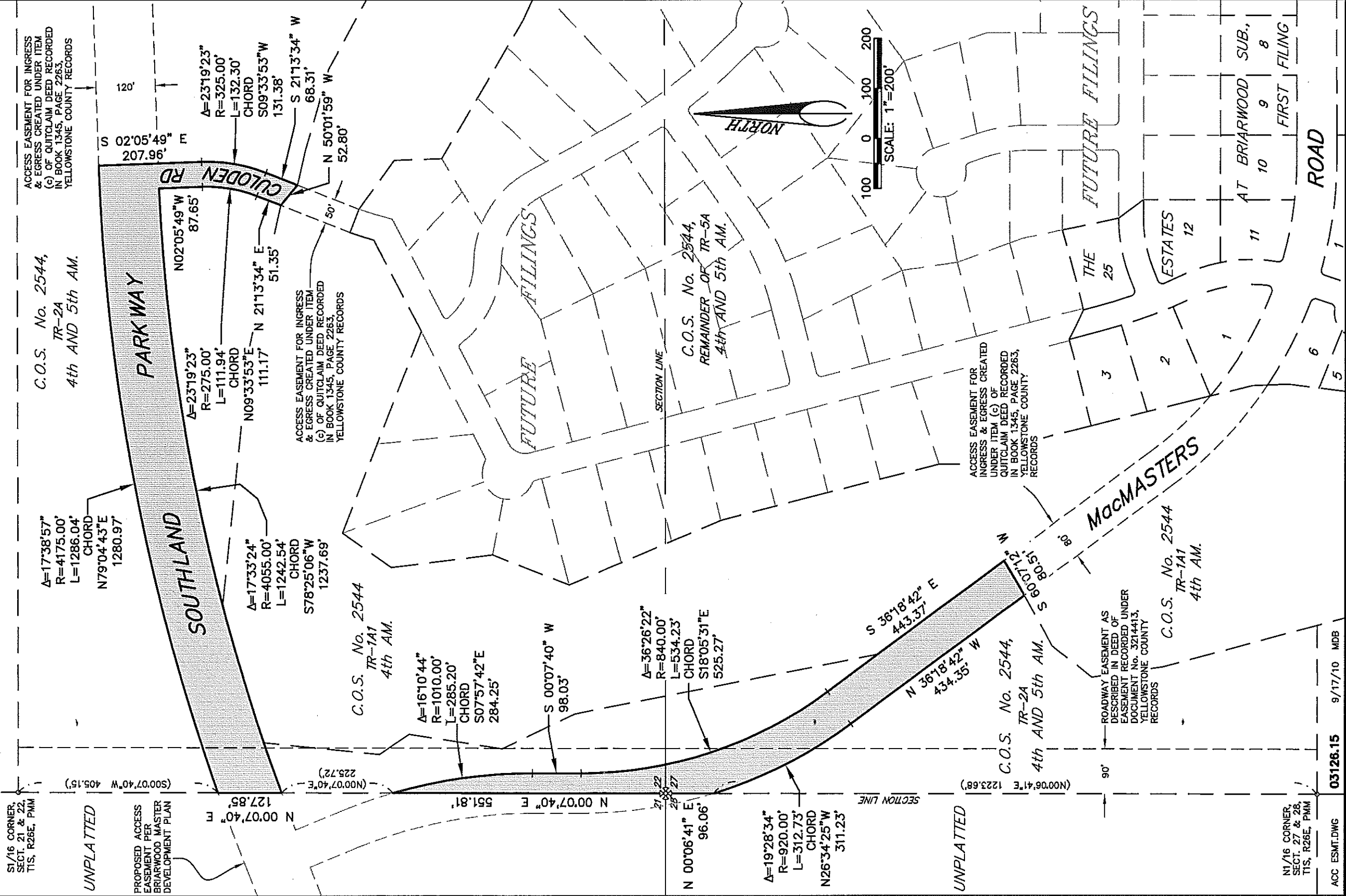
N1/16 CORNER,  
SECT. 27 & 28,  
T1S, R26E, P1M

ACC ESMT.DWG

03126.15

9/17/10

MDB



**Regular City Council Meeting**

**Date: 10/25/2010**

**TITLE:** Special Review #886 - Public Hearing, 900 2nd Ave North Verizon Wireless

**PRESENTED BY:** Candi Beaudry,  
Planning & Community Services

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

This is a request for a special review for the location of a 60-foot wireless communication support structure for Verizon Wireless in the 900 block of 2nd Ave North. The proposed lease area within the 1.14 acre parcel is 2,400 square feet. The parcel is owned by Green Leaf Land and Livestock, is zoned Controlled Industrial (CI), and has one existing building and a gravel parking lot. The subject property is legally described as Lots 14-26, Block 2, Industrial Subdivision. The wireless facility is planned for a portion of Lots 19, 20 and 21. The location will require a waiver of the 1-mile separation from this location and another wireless communication tower at 2111 4th Ave North that is approximately .94 miles to the west of this location. The Zoning Commission conducted a public hearing on October 5, 2010, and is forwarding a recommendation of conditional approval and approval of the waiver of the 1-mile separation requirement.

**ALTERNATIVES ANALYZED**

The Planning Division reviewed this application and recommended conditional approval. Before a recommendation of approval or conditional approval can be made, each special review request must demonstrate conformance with three primary criteria: 1) the application complies with all parts of the Unified Zoning Regulations, 2) the application is consistent with the objectives and purposes of the Unified Zoning Regulations and the 2008 Growth Policy, and 3) is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts. This application conforms to the first criteria, in so far, that it meets required setbacks and does not exceed maximum lot coverage. If the proposed tower were 50 feet in height or less, a special review would not be required. The location is in one of the zoning districts that allows wireless communication towers by special review approval. The application is conforming to the purposes of the regulations and the 2008 Growth Policy. The height of the proposed wireless communication tower is not so great that it will be out of character in the area. This area of the EBURD is at the confluence of several arterial streets and near the entrance to Metra Park fairgrounds, Main Street access to Billings Heights, and Highway 87 East to Lockwood. The applicant has proposed the maximum height necessary to achieve better wireless communication performance in the immediate area. Wireless communication signals depend on line-of-sight between towers to avoid disruption of service while customers are travelling.

The application also conforms to the second and third criteria. The submitted drawing with this application appears to meet all zoning requirements for setbacks and lot coverage. The site plan does not show the required landscaping and staff proposed a condition of approval to address the issue. The applicant proposed an alternative 7-foot split-faced block wall in lieu of the chain link and perimeter evergreen hedge. The Zoning Commission agreed the block wall was preferable and amended the recommended conditions. There is localized street and parking lot flooding in the area so a condition of approval is recommended to elevate the ground

equipment shelter to prevent damage during these events.

The EBURD master plan indicates this eastern area as a potential new hospitality zone. The Planning Division along with Big Sky Economic Development Authority, the Billings Industrial Revitalization District (B.I.R.D.) property owners and Yellowstone County are pursuing funding to develop a more detailed implementation plan for this area. The installation of this wireless communication tower should not interfere or significantly affect this planning effort. If installed, the tower will need to be considered when planning new or taller structures so the height remains effective for the wireless providers.

The Zoning Commission voted 4-0 to recommend conditional approval and waiver of the 1-mile separation distance to another wireless facility over 50 feet in height. The recommended conditions address safety, drainage and protection of the EBURD master plan goals and objectives.

### PROPOSED CONDITIONS

1. The special review approval shall be limited to the 2,400 square foot leased area shown on the site plan for a portion of Lots 14-26, Block 2, Industrial Subdivision located in the 900 block of 2nd Avenue North.
2. Any expansion of the proposed ground equipment building, relocation to another area on the property, or the addition of tower height more than 10% of the proposed 60-foot height will require an additional special review approval.
3. The development of the wireless communication tower and ground equipment shall be in substantial conformance with the submitted site plan with any exceptions noted in the conditions.
4. All new site lighting on the building and within the fenced lease area shall have full cut-off shields so lighting is projected to the ground and not on to adjacent properties. Lighting on the tower structure shall conform to all FAA/FCC standards that apply. The tower shall have a red light installed that will operate only during non-daylight hours.
5. The owner shall provide a 7-foot, split-face block wall around the leased area with a closing gate in lieu of a chain link fence with perimeter landscaping.
6. The footing and foundation pad under the equipment enclosure shall be elevated above current grade to prevent to the maximum extent possible any street or parking area flooding from equipment damage or disruption of service.
7. The applicant shall submit a building permit for the facility within 6 months of this approval and complete the construction project within 12 months of approval. The City Council has the options of granting one (1) 6-month extension of time to start construction. A failure to begin or complete the project as approved will void the approval and require a new application for this location.
8. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.
9. The proposed development shall comply with all other limitations of Section 27-613 of the Unified Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.

**\*\*NOTE\*\*** Approval of this Special Review does not constitute approval of a building permit, sign permit or fence permit. Compliance with all applicable local codes will be reviewed at the building permit level. This application is for a Special Review as noted above and no other request is being considered with this application. The Planning Division points out that the use and development of the property must be in accordance with the submitted site plan.

## **FINANCIAL IMPACT**

The installation of the wireless facility should increase the tax base in the area. The incremental increase will assist in providing funds for improvements in the East Billings Urban Renewal District.

## **BACKGROUND**

This is a request for a special review to allow the construction of a 60-foot wireless communication tower on the south side of 2nd Ave North between North 9th Street and North 10th Street. The property is zoned CI and has a gravel parking lot that is sometimes used for parking but is primarily vacant land. The property is within the East Billings Urban Renewal Tax Increment Finance District and the East Billings Parking Overlay District. Most surrounding property is used for warehousing, office space, as well as automobile or equipment specialties including painting, parts and repair. The area may be included in future planning efforts to implement the adopted master plan for the EBURD that includes a focus on hospitality services. The area includes all city services although street pavement and storm drainage is substandard.

The proposed 60-foot tower is within 1 mile of another wireless communication tower over 50 feet in height and will require the waiver of the required separation distance. The applicant has provided written verification and justification for the addition of this tower at this location. The proposed construction type will be a three-leg lattice tower with a small ground equipment installation. The tower will be used initially by Verizon Wireless to enhance service in this area of the city and county.

The City has not reviewed an application for a new wireless communication tower since September 2006. The 2006 tower was constructed near the intersection of Main Street and Roundup Road. Many of the towers constructed in the last 10 years can accommodate additional equipment and the Planning Division reviews the co-location of equipment on existing tower structures. Section 27-621 of the zoning regulations is specific on tower construction standards including setbacks, separation distances, landscaping and buffering.

## **STAKEHOLDERS**

The Zoning Commission conducted a public hearing on October 5, 2010, and received the staff recommendation and testimony from the landowner's agent, Kevin Howell of Digital Skylines. In addition, written testimony was received from Converse Properties, a surrounding property owner. Cliff Hansen of 1251 Lonesome Pine, a surrounding property, also provided testimony to the Zoning Commission.

Kevin Howell, agent for the landowner and applicant, stated the city requirement for a 1-mile separation was a reasonable regulation 10 years ago when a boom was occurring in wireless communications. Current loading of existing towers and their locations throughout a community can lead to capacity issues and this area does not provide seamless coverage for handling calls from other Verizon equipment. Mr. Howell stated each Verizon tower can handle about 200 calls at a time and is limited in its capacity. Mr. Howell stated the engineers for Verizon have determined that a 50-foot tower height is not as effective as a 60 foot height at this location. Mr. Howell stated each tower installed is an infrastructure investment of about \$600,000 to \$750,000 and Verizon intends to install up to 4 new towers in the Billings area and 12 new towers in the Bozeman area within the next year just to handle its capacity challenges. Mr. Howell stated he would like to change the condition for perimeter landscaping around the proposed chain link fence to a split-face block wall. He stated Verizon would not object to landscaping however maintenance of the landscaping is not a strong point for his company. Mr. Howell stated the back-up power generator for the ground equipment was initially designed for diesel fuel but high groundwater in the area may make propane a more appropriate fuel choice and the equipment location may move 3 to 4 feet to comply with fire codes. Mr. Howell stated he was amenable to the proposed conditions.

In response to a question from Commission member Ed Workman, Mr. Howell stated the electromagnetic field generated by the equipment should not have any health effects on the surrounding property owners or the people working in the area. Mr. Howell stated the federal government has reviewed the health effects and Verizon will comply with all FCC regulations pertaining to this issue.

In response to another question from Mr. Workman, Mr. Howell stated a 60-foot height was supported by the Verizon engineers for radio frequency capacity concerns and the additional 10% height allowed after approval was intended to provide flexibility for other carriers to co-locate on new towers but not necessarily for the original applicant.

In response to a question regarding the noise from the back-up generator, Mr. Howell stated Verizon specifies a "whisper" type generator. The daily noise from the facilities is from the air conditioning units - in this case two 5-ton units. Mr. Howell stated a 5-ton air conditioning unit is typically used in larger single family homes. The back-up generator would be exercised once-per-week for 20 minutes to ensure it is operating. Mr. Howell stated with the perimeter block wall, additional noise in the area would not be noticeable. In response to a question from member Dan Wagner, Mr. Howell stated Verizon did not believe lighting the tower would be necessary. Mr. Howell stated the daytime strobe lights on taller towers can be a nuisance to surrounding owners. Mr. Howell stated if local information indicated a need to light the tower, Verizon would have no objection. Mr. Howell stated in his 10+ years working with Verizon he has helped install over 1,000 towers and each one has distinct local conditions. In response to a question from Chairman Dailey, Mr. Howell stated air rights are not regulated by the local City Code. Mr. Howell stated a full title report was provided that outlined surface rights to the property. Mineral rights should not be affected by the tower installation. In response to a question from Chairman Dailey, Mr. Howell stated Verizon has not experienced a lot of vandalism at its facilities. The perimeter fencing or block walls are a deterrent but a determined person could get inside. Mr. Howell stated the equipment enclosures are made to withstand unauthorized access and attempts to damage the equipment. Mr. Howell stated the newer equipment enclosures are hardened steel. Mr. Howell stated Verizon will likely begin the building permit process in the 1st quarter of 2011.

Cliff Hansen stated he does not object to the location of the cell tower but he was concerned that adequate conditions are put in place to protect surrounding properties. Mr. Hansen urged the Commission to not require any lighting on the tower especially the daytime strobe light. He said this would seriously impact future hospitality uses such as restaurants and hotels. Mr. Hansen was concerned the power of the radio frequency signal would over-power competitors signals and cause coverage limitations. Mr. Hansen stated he thought the waiver of the 1-mile radius separation was appropriate in this case. Mr. Hansen stated he was concerned about the lack of landscaping and he asked the Commission to require much taller trees around the site such as 20 to 30 foot evergreen trees. He was concerned the tower should be visually obscured in this gateway area.

In response to the concerns from Mr. Hansen, Mr. Howell stated he agreed to not place a daytime strobe light on the tower unless required by the FAA or the FCC. Mr. Howell stated it was his understanding the tower is not tall enough to require this lighting. Mr. Howell agreed more tree cover in the area is desirable but the 2,400 square foot Verizon leased area is not the place to start placing 20 to 30 foot evergreen trees. Mr. Howell acknowledged that if a cell phone user with a competitor was standing directly underneath or within a few yards of this new tower, the Verizon signal may overpower the other carrier especially if the other carrier signal was weak. Mr. Howell stated Verizon radio frequencies are assigned by the FCC and Verizon always complies with the operating requirements.

Commission member Dan Wagner stated he would propose a condition to place a red light on the tower to operate during non-daylight hours. Mr. Wagner stated he was an ex-pilot and knows that aircraft sometimes fly over this area.

Commission member Barbara Hawkins made a motion to conditionally approve the special review and to approve the 1-mile radius separation distance. Ms. Hawkins motion included modification of the fencing and landscaping condition to allow a 7-foot split-face block wall and to place a red light on the tower to operate during non-daylight hours. The motion was seconded by Commission member Wagner. The Zoning Commission voted 4-0 in favor of the motion.

### **CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

Please see the Alternatives Analyzed section of this report.

### **RECOMMENDATION**

The Zoning Commission recommends conditional approval of Special Review #886 and approval of the waiver of the 1-mile separation distance on a 4-0 vote.

### **APPROVED BY CITY ADMINISTRATOR**

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#### **Attachments**

[Verizon Engineer Statement supporting 60 foot height](#)

[Applicant's Letter](#)

[Site photos](#)

[Zoning Map](#)

[Site plans](#)

[Split face Block Wall](#)

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Verizon Wireless  
9656 South Prosperity Road  
West Jordan, Utah 84081

September 30, 2010

To Whom it May Concern:

This letter is to discuss the Verizon Wireless proposal to build a new tower location at 900 2nd Ave N. This proposed site falls within the one mile radius of a site currently located at 2111 Fourth Avenue North. The existing location will not meet the Verizon Wireless objective of offloading neighboring sites in the metro area, which are quickly being utilized to capacity.

The current location at 2111 Fourth Avenue North is very close to other Verizon Wireless sites and would not effectively offload the traffic on the neighboring sites. Establishing a tower at 900 2nd Ave N would allow Verizon Wireless to balance the traffic in the metro area providing a better user experience. We are proposing that the 2nd Ave N site gain approval to meet our coverage and capacity objectives in the Billings, MT market.

.

Sincerely

Arron Moyer  
Verizon Wireless  
Montana RF Engineer

SPECIAL REVIEW  
SUPPLEMENTAL APPLICATION QUESTIONS

1A. In what ways is your proposal consistent with the goals and policies of the adopted Growth Policy?

Land Use

The Verizon Wireless tower is proposed in an area with primarily industrial uses. Towers are typically not viewed as out of place in areas with other heavy machinery.

Economic Development

Greater wireless coverage and capacity is a necessary 21<sup>st</sup> Century infrastructure. Modern businesses expect their phone and Internet connections to work everywhere.

Younger people are large consumers of wireless communications. In order to keep downtown Billings vibrant, investments in wireless infrastructure is a necessity.

In order to attract businesses that pay higher wages, Billings must keep up with cutting edge technology.

Aesthetics

The proposed tower is in an area that already has overhead power lines.

1B. Why is there a need for the intended use of the property at this location?

Verizon Wireless has determined that Metra Park and the industrial area containing jobs east of downtown is growing short on wireless capacity on the Verizon Wireless network. A lack of capacity will eventually block calls, delay emergency responses, and slow down wireless data rates.

1C. How will the public interest be served if this application is approved?

Verizon Wireless is the largest wireless carrier in the United States. The Verizon Wireless customers, including the City of Billings, will suffer reduced functionality without a new wireless site in the area. There are no buildings in the area tall enough to support the antennas without a new tower. Verizon Wireless is working on over \$2 million of investments in wireless infrastructure in the Billings area at this time.

1D. Provide a written statement addressing what is intended to be done with the property:

Verizon Wireless is proposing a 60' tall wireless tower in the southeast corner of a vacant lot at the SEC of North 10<sup>th</sup> Street and 2<sup>nd</sup> Avenue North. The Special Review is needed because the tower exceeds the 50' height limit outlined in the zoning code. The proposal includes a three legged self support tower and a 12' x 26' x 11' tall electronics shelter. The tower will be built to accommodate other wireless carriers should they choose to collocate at this location.

Site photos – Verizon Wireless



Subject property

**Site photos – Verizon Wireless**



View from 2<sup>nd</sup> Avenue North



View south west from 2<sup>nd</sup> Avenue North

**Site photos – Verizon Wireless**



View west along 2<sup>nd</sup> Avenue North

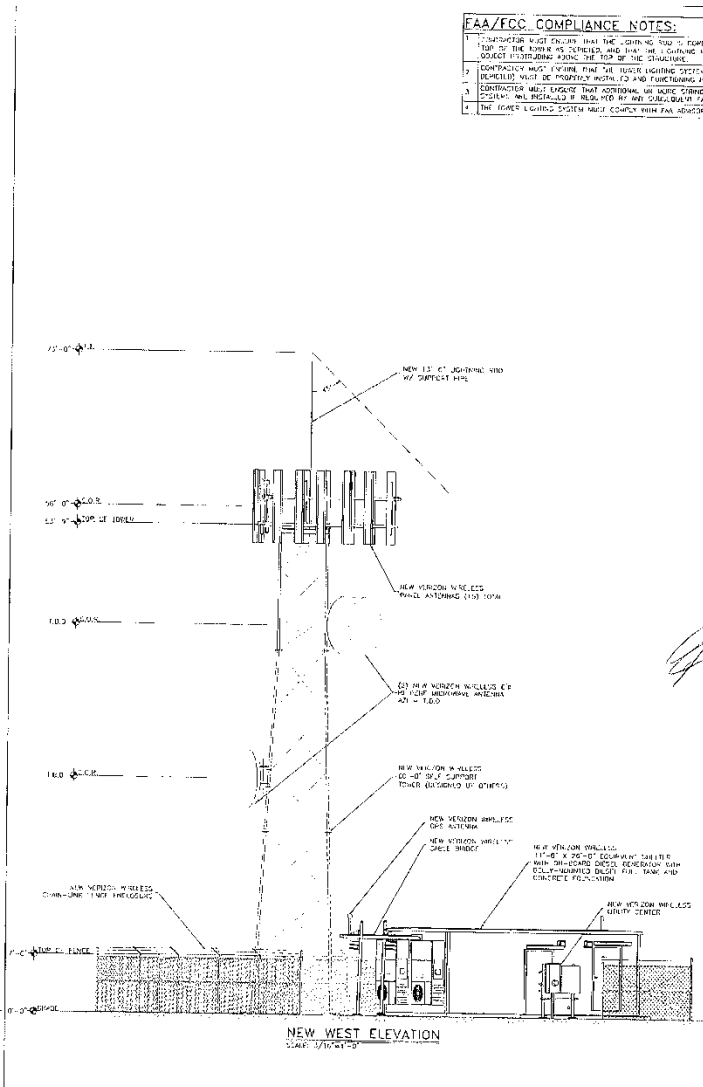
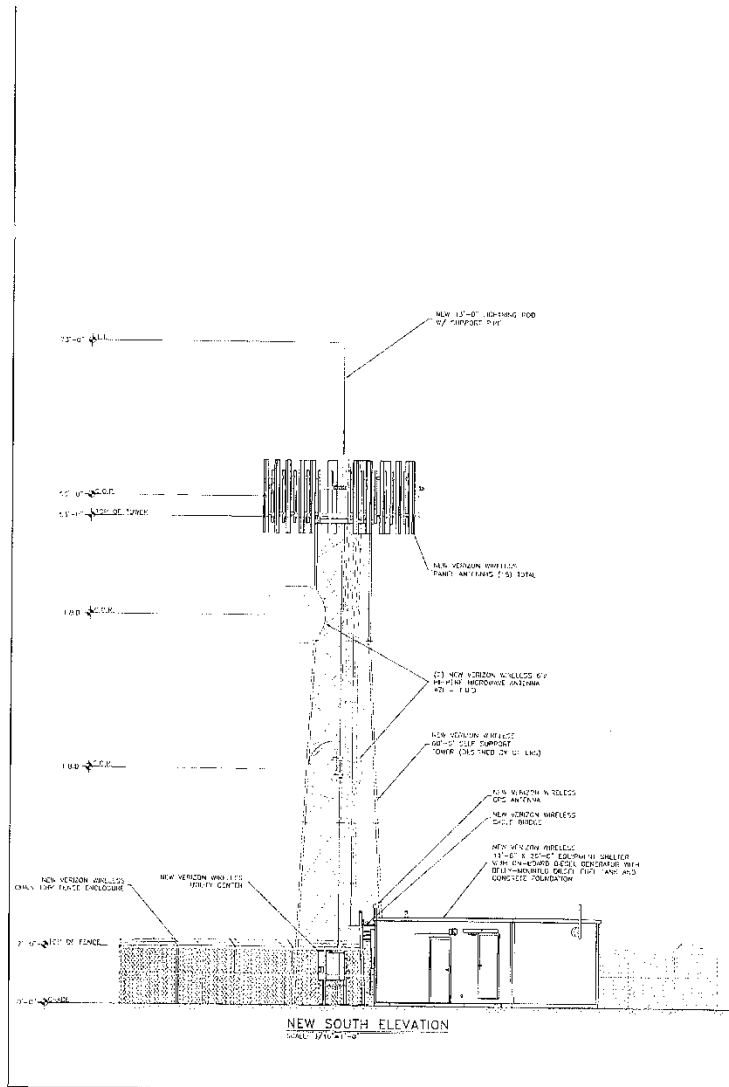


View north across 2<sup>nd</sup> Avenue North

# Zoning Map – Verizon Wireless communications tower







**FAA/FCC COMPLIANCE NOTES:**

1. CONTRACTOR MUST ENSURE THAT THE LIGHTING ROD IS PROPERLY INSTALLED ON THE TOP OF THE TOWER AS SHOWN, AND THAT THE LIGHTING ROD IS PROPERLY GROUND.
2. CONTRACTOR MUST ENSURE THAT THE LIGHTING SYSTEM IS INSTALLED AND OPERABLE MUST BE PROPERLY INSTALLED AND FUNCTIONING AS SHOWN.
3. CONTRACTOR MUST ENSURE THAT ALL LIGHTING SYSTEMS ARE INSTALLED AND OPERABLE MUST BE PROPERLY INSTALLED AND FUNCTIONING AS SHOWN.
4. THE LIGHTING SYSTEM MUST COMPLY WITH FAA ADVISORY CIRCULAR AC-150-64.

**NOTES/KEYS:**

CON. #	DESCRIPTION
1	CENTER OF MASS
2	ATTACHMENT LEVEL
3	25' FROM TOP LEVEL
4	TOP OF TOWER
5	TOP OF STRUCTURE



INCE DESIGN AND CONSTRUCTION ARE COMPLETE AND THE SITE PREPARED FOR CONSTRUCTION, THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE CLIENT AND ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED HEREIN IS AT THE USER'S RISK WITHOUT THE WRITTEN CONSENT OF INCE DESIGN, LLC.

ISSUED BY:  
**verizonwireless**  
7133 DISTRICT AVE., MINNEAPOLIS, MN 55425

ISSUED BY:  
**TowerCom**  
7200 W. CENTRAL EXP.

NUMBER OF TOWERS: 1  
TOWER HEIGHT: 60 FT  
NEW MOUNTING: 60 FT TOWER / NEW MOUNTING

PROJECT NAME:  
**BIL METRA PARK  
60'-0" MONOPOLE TOWER  
NEW COMMUNICATION SITE**

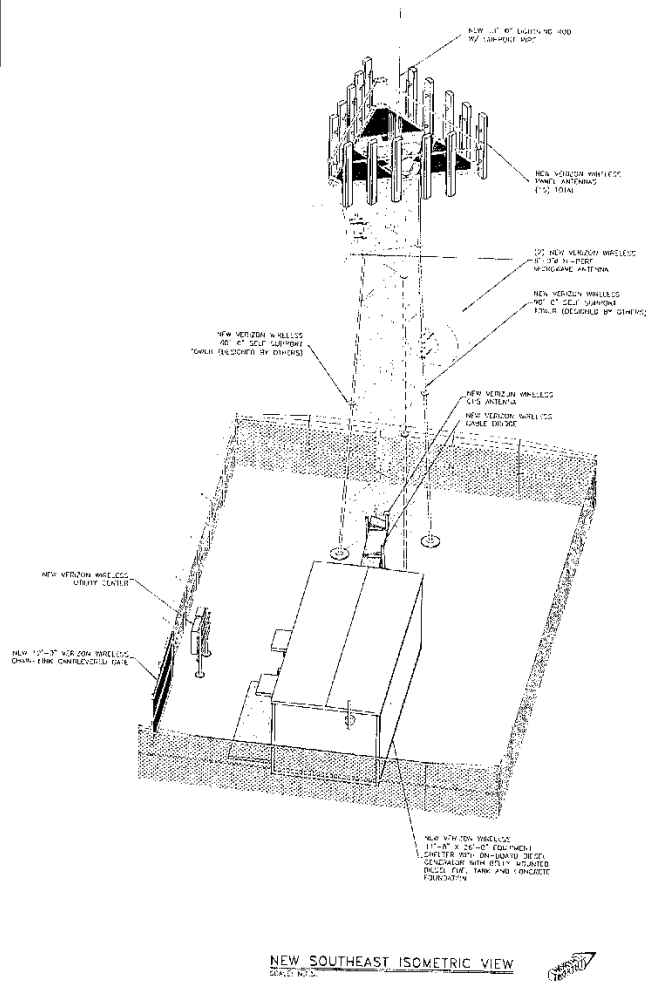
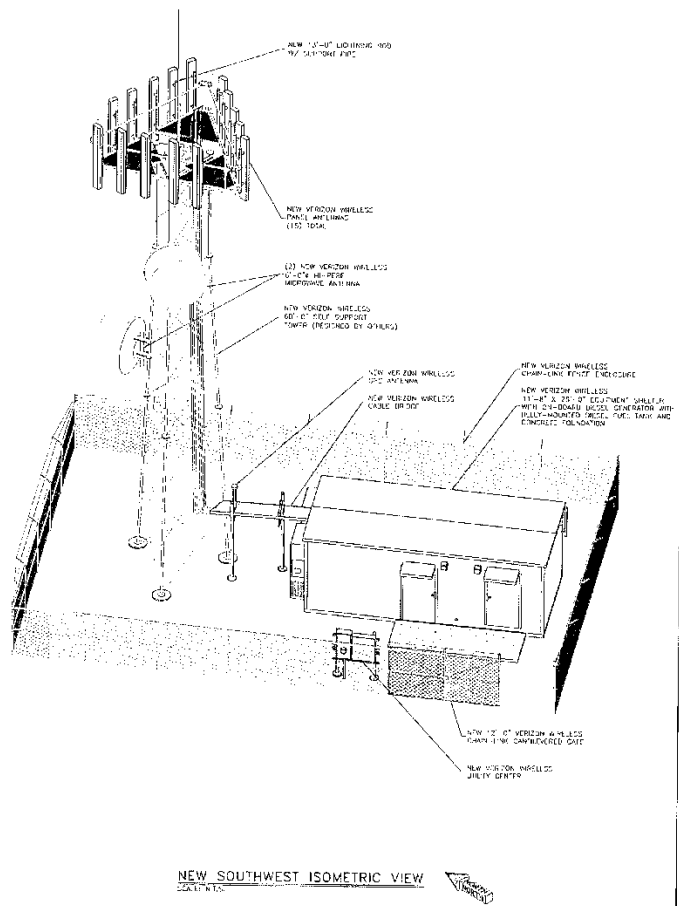
PROJECT ADDRESS:  
1001 2nd AVE.  
BILLINGS, MONTANA 59101  
YELLOWSTONE COUNTY

DATE ISSUED:  
07/27/2011

**ELEVATIONS**

NO.	DESCRIPTION	DATE	BY	CHK
1	CONSTRUCTION ELEVATIONS / TOWER ELEVATIONS	07/27/2011	JLD	JLD
2	REVISIONS / COR. / SCALE / ZONING	07/27/2011	JLD	JLD

DATE PLOTTED: 08/01/2011 10:00 AM  
DRAWING NUMBER: 74



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**verizon wireless**  
 2155 BRITMAN AVE. HELIX, MT 59021

**TowerCom**  
 TECHNICAL SERVICES  
 ALBUQUERQUE / BOZEMAN / BUTTE / CHEYENNE / DENVER / DULLES / HELENA / MISSOULA / SPOKANE / TULSA / WASHINGTON DC

**BIL METRA PARK**  
 60'-0" MONOPOLE TOWER  
 NEW COMMUNICATION SITE

1001 2nd AVE. N.  
 BILLINGS, MONTANA 59101  
 YELLOWSTONE COUNTY

ISOMETRIC VIEWS

NO.	DESCRIPTION	DATE	BY	CHK
1	PREPARED FOR LEASING/ZONING	05/25/11	JKP	JKP
2	APPROVED FOR LEASING/ZONING	05/25/11	JKP	JKP

DATE PLOTTED: 6/1/11 11:47 AM



7-foot  
split face  
block wall

**Regular City Council Meeting**

**Date: 10/25/2010**

**TITLE:** Special Review #887 - Public Hearing 711 Mattson Lane Multifamily Dwellings

**PRESENTED BY:** Candi Beaudry,  
Planning & Community Services

**Department:** Planning & Community Services

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**Information**

**PROBLEM/ISSUE STATEMENT**

This is a request for a special review to allow three new multi-family buildings including one 5-plex and two 4-plex buildings for a total of 13 dwelling units in a Residential 6,000 (R-60) zone on a 28,902 square foot parcel. The subject property is legally described as Lots 14A, 14B and 14D of Mattson Acres Subdivision. The property is generally located at 711 Mattson Lane just west of the intersection of Bench Boulevard and Mattson Lane. The Zoning Commission conducted a public hearing on October 5, 2010, and is forwarding no recommendation on a 2-2 vote.

**ALTERNATIVES ANALYZED**

The Planning Division reviewed this application and recommended conditional approval. Before a recommendation of approval or conditional approval can be made, each special review request must demonstrate conformance with three primary criteria: 1) the application complies with all parts of the Unified Zoning Regulations, 2) the application is consistent with the objectives and purposes of the Unified Zoning Regulations and the 2008 Growth Policy, and 3) is compatible with surrounding land uses and is otherwise screened and separated from adjacent land to minimize adverse impacts. This application conforms to the first criteria, in so far, that it meets required setbacks and does not exceed maximum lot coverage. Planning staff determined the application is conforming to the purposes of the regulations and the 2008 Growth Policy and the 2006 Heights Neighborhood Plan. The development will fill in existing under-developed lots in an established neighborhood in Billings. The neighborhood plan indicated this area for mixed uses and higher density housing. Multi-family dwellings are allowed by special review approval in the R-60 zoning district.

Planning staff found the application also conforms to the second and third criteria. The submitted and supplemental drawing for this application appears to meet all zoning requirements for setbacks, lot coverage and building height. The off-street parking spaces will be designated for the use of the residents and assigned. The buildings will be the first multi-family dwellings in the immediate area but it appears the mass of each building will be similar to surrounding single-family and two-family dwellings. Residents of the development will be able to safely walk to Mattson Lane and Lambrecht Lane to access shopping, schools and the bike trails east of Bench Boulevard. The dumpster is located near the proposed access on Mattson Lane and will have the required site obscuring enclosure. Planning staff found the proposal is compatible and recommended several conditions of approval to mitigate any potential adverse effects on the surrounding area. Planning staff found the proposal consistent with goals of the 2008 Growth Policy, specifically the goal of encouraging in-fill and developments that are consistent with neighborhoods and adjacent land uses.

Planning staff recommended conditions for this special review based on the approval criteria for special review uses. Planning staff has recommended the following conditions to address

building facades, lighting, safety, and pedestrian flow.

Planning Staff Recommended Conditions:

1. The special review approval shall be limited to Lots 14A, 14B and 14D of Mattson Acres Subdivision, generally located at 711 Mattson Lane.
2. Any expansion of the proposed building, building occupancy or parking lot greater than 10 percent of what is shown on the submitted site plan will require an additional special review approval.
3. The development of the two 4-plex buildings and the one 5-plex shall be in substantial conformance with the site plan dated September 27, 2010.
4. All site lighting on the buildings, in parking areas or under covered porches shall have full cut-off shields so lighting is projected to the ground and not on to adjacent properties.
5. The solid waste dumpster shall be enclosed with a sight-obscuring fence on three sides and a sight-obscuring gate. The enclosure will be a minimum of 6 feet in height and constructed of material similar in style and compatible with the residential structures.
6. A pedestrian crossing sign shall be posted at the drive approach on Mattson Lane. This sign will alert drivers exiting to watch for pedestrians on the public sidewalks.
7. The applicant will apply for a Master Site Plan Approval as required by Section 27-622 of the Unified Zoning Regulations.
8. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.
9. The proposed development shall comply with all other limitations of Section 27-613 of the Unified Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.

**\*\*NOTE\*\*** Approval of this Special Review does not constitute approval of a building permit, sign permit or fence permit. Compliance with all applicable local codes will be reviewed at the building permit level. This application is for a Special Review as noted above and no other request is being considered with this application. The Planning Division points out that the use and development of the property must be in accordance with the submitted site plan.

**FINANCIAL IMPACT**

If approved, the development and redevelopment of this property would increase the city's tax base.

**BACKGROUND**

This is a request for a special review to allow the construction of one 5-plex and two 4-plex for a total of 13 dwelling units on a 28,902 square foot parcel located generally at 711 Mattson Lane in Billings Heights. The property was recently subdivided into 4 lots from the original single Lot 14. Lot 14C, 719 Mattson Lane, is not included in this application and contains the original development of Lot 14 – a single-family dwelling. The subject property has street frontage on Mattson Lane and on Lambrecht Lane to the north. The street frontage on Lambrecht Lane is unimproved and is proposed to remain unimproved for this development. The developer proposes to construct a single drive approach off Mattson Lane to access all three new buildings. The R-60 zoning district does allow multi-family dwellings through the special review process. The proposed 13 dwelling units is the maximum possible for the lot area in the R-60 zone.

The property to the south is the Heights Walmart Planned Development (PD) zone. The underlying zoning is Community Commercial (CC) and the area is fully developed for

commercial uses. The Heights Walmart development was approved in 2000 and construction was completed in 2001 and 2002. The other surrounding properties are zoned R-60 and many were developed prior to annexation and are on larger residential lots. Some of these lots have been re-developed in the past 10 years, to create smaller residential lots for single family or for duplex dwellings. Lambrecht Lane to the north is an unimproved gravel road that is a dead end west of Bench Boulevard. Bitterroot Elementary School is located on Bench Boulevard opposite the intersection with Lambrecht Lane. The Heights Neighborhood Plan was approved by the City Council in 2006. The Future Land Use plan for this area was shown as "Mixed Use" or higher density residential uses with professional offices or neighborhood retail uses.

The applicant proposes to construct three, 2-story buildings and a parking garage with 7 stalls. Additional off-street parking is also provided for a total of 20 new off-street parking spaces. The minimum number of spaces required for this number of dwelling units is 17 spaces – 5 spaces for the 5-plex with 1-bedroom units and 12 spaces for the 3-bedroom units in the two 4-plexes. The landscaping shown meets the requirements for new multi-family developments. The site plans shows a 5-foot privacy fence along the west and east property lines and on the property line adjacent to Lot 14C. A hedge is proposed for the east property line of Lot 14B adjacent to 722 Lambrecht Lane.

The applicant has provided a supplemental site plan that included a wider access road, internal pedestrian sidewalks to Lambrecht Lane and south to Mattson Lane, clarification of the parking space provisions and the solid waste dumpster location.

## **STAKEHOLDERS**

The Zoning Commission conducted a public hearing on October 5, 2010, and received the staff recommendation of conditional approval, testimony from Ben Nistler, NHB, LLC, agent for the landowner, and several surrounding property owners including Terri and Dallas Lasich of 643 Mattson Lane. Joe Clevenger of 707 Mattson Lane, Brenda and Donna Bowles of 649 Mattson Lane and Mark Boyd of 1925 Lake Elmo Road also testified on the application. The Zoning Commission also received written testimony from Larry Gerek, owner of property at 764 Jaque Lane, and Linda Thomson, resident of 764 Thomson Lane.

Mr. Ben Nistler of NHB, LLC testified in favor of the application. Mr. Nistler stated the units would be marketed to entry and mid-level market renters. Mr. Nistler stated this is a good area for an in-fill project and the neighborhood plan supported higher density housing in this area between Bench Boulevard and Main Street. Mr. Nistler acknowledged that parking will need to be assigned to the residents to prevent blocked or unauthorized parking in the development. Mr. Nistler stated he recently held a neighborhood meeting to discuss the development and received input from 3 property owners. He state he will ensure the enclosed garage spaces are not used for storage other than vehicles. Mr. Nistler stated the development would be the most efficient use of the cities existing infrastructure in Mattson Lane and would provide a better property value than either a single or two-family development.

In response to a questions from Commission Member Ed Workman, Mr. Nistler stated the only area to expand parking is currently set aside to handle the stormwater drainage. This is a requirement of the City Code to retain all added storm water on site prior to discharging to the city's system. Mr. Nistler stated it may be possible to get one additional parking space on the north end of the existing parking lot.

Terri Lasich of 643 Mattson Lane testified in opposition to the application. Ms. Lasich stated all the property along Mattson Lane were single family homes on large lots - 9,000 square feet or more. Ms. Lasich stated even lots zoned Highway Commercial have single family homes. Ms. Lasich stated the R-60 does not mean there has to be multi-family dwellings. Ms. Lasich stated her preference would be for one single family home on each of the lots. Ms. Lasich stated no one in the neighborhood was in favor of this many units on this property. She stated the city services were already over capacity, there was no alley, the residents did not want to look at a garbage enclosure out in front and there was not nearly enough parking on the plan.

Joe Clevenger of 707 Mattson Lane testified in opposition to the plan. Mr. Clevenger stated that parking was a big deal on Mattson Lane, especially since the Heights Walmart was built and the city did not stripe the travel lanes or the parking lanes. Mr. Clevenger stated there is no parking on the side of Mattson adjacent to Walmart but people do it all the time because the city did not install no parking signs. Mr. Clevenger was concerned about the small setback for the 5-plex directly adjacent to his home and the proposed 2nd floor deck. Mr. Clevenger stated people on the deck would have a nice view of his bedroom. Mr. Clevenger stated the access drive should go through to Lambrecht Lane for safety reasons. Mr. Clevenger was concerned about the lack of sidewalks on Lambrecht Lane. Mr. Clevenger stated he was told the lighting from the new Walmart would not be a problem on his property but he hardly ever turns on lights after dark because the Walmart lighting gives off enough light to his property to see. Mr. Clevenger stated he wondered how this application was accepted since the Planning staff denied a duplex just two doors down from this property. He stated many existing residents use the on-street parking and putting a new fire hydrant in front of this apartment complex would eliminate more on-street parking.

Ms. Brenda Bowles of 649 Mattson Lane testified in opposition to the application. She stated the neighborhood was all single family residential and the proposal did not fit in with the neighborhood. Ms. Bowles stated there has been traffic problems on Mattson Lane since the Heights Walmart opened and the added traffic from 13 new dwellings on this small lot would make it worse. She stated it was sometimes difficult to get out of her driveway waiting for traffic to clear. She asked the Commission to recommend denial and let the builder put in single family or two-family homes. She stated the lot was not large enough for 13 dwellings. She stated their property value took a big hit when Walmart went in and this apartment complex would further depress their property value. Ms. Bowles stated traffic at Wicks and Main is already backed up at any time of the day. Ms. Bowles was concerned about dust generated from Lambrecht Lane if the developer was not required to take care of the gravel street. She stated she was concerned about truck traffic into the property and how that would effect Mattson Lane.

Dallas Lasich of 643 Mattson Lane testified in opposition to the application. Mr. Lasich stated Mattson is only one block long but it gets a lot of speeders and he hears near collisions all the time. He stated more traffic from the apartments would create more problems on Mattson.

Mark Boyd of 1925 Lake Elmo Drive testified in opposition to the proposal. He stated the neighborhood was all single family and the development would be out of place. He stated the pedestrian traffic from the development could result in traffic conflicts since everyone going to Walmart would cross mid-block. He stated it would be preferable to have sidewalks on Lambrecht Lane installed.

Donna Boyd of 649 Mattson Lane testified in opposition to the application. She state the development is out of character and she did not want to look at a dumpster out in front on Mattson Lane.

In response to the comments from the surrounding property owners, Ben Nistler stated property values should not be affected by his development. He state there are many manufactured homes in the area that would not increase in value in any case. The proposed multi-family development would add a lot of property value and be an efficient use of the land. Mr. Nistler stated he was interested in providing more housing choice in the area. He stated there were similar multifamily developments previously approved on Bench Boulevard in R-60 zoning districts also surrounded by existing single family and duplexes. Mr. Nistler stated that if an owner purchased a home assuming the R-60 district was a single-family only district, then the purchaser was mistaken. Mr. Nistler stated the R-60 zoning specifically considers multi-family uses by special review approval. Mr. Nistler stated Mattson Lane is fully developed as a local street access and should be able to physically accommodate the additional traffic. Mr. Nistler stated the development would bring more tax dollars to the school system than a single family development and would help support other local city services more effectively than a single family development. Mr. Nistler stated the sidewalk out to Lambrecht Lane and out to Mattson Lane was in response to a Planning staff concern about safe travel from the apartments to the adjacent city streets. Mr. Nistler stated the lot coverage is 28% as proposed and is well below the allowed 40% limit in the R-60 zoning district. Mr. Nistler stated the privacy fence and hedges were provided to buffer adjacent property and to provide privacy to the new residents. In response to a question from Chairman Dailey, Mr. Nistler stated the proposed structures were two-story of about 27 feet in height. The buildings would not have a full basement but would have crawl space foundations.

Commission member Dan Wagner moved for conditional approval with an added condition to increase the off-street parking to 21 from the 20 shown on the site plan. The motion was seconded by member Ed Workman. Member Wagner proposed the Commission also consider conditions related to setbacks and number of dwelling units. There was not a second. Member Workman stated he would not vote in favor of the motion to conditionally approve based on the addition of 1 parking space. Member Workman stated although the development met all of the requirements for zoning it was not an appropriate location for a multifamily development. Members Wagner and Hawkins voted in favor of conditional approval and member Workman and Chairman Dailey voted against the motion. The Zoning Commission is forwarding no recommendation to the City Council.

### **CONSISTENCY WITH ADOPTED POLICIES OR PLANS**

Please see the Alternatives Analyzed and Background Sections of this report for discussion on this applications consistency with adopted plans and policies.

### **RECOMMENDATION**

The Zoning Commission is forwarding no recommendation for Special Review #887 on a 2-2 vote.

### **APPROVED BY CITY ADMINISTRATOR**

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#### **Attachments**

Zoning Map

Site photos

Site plan

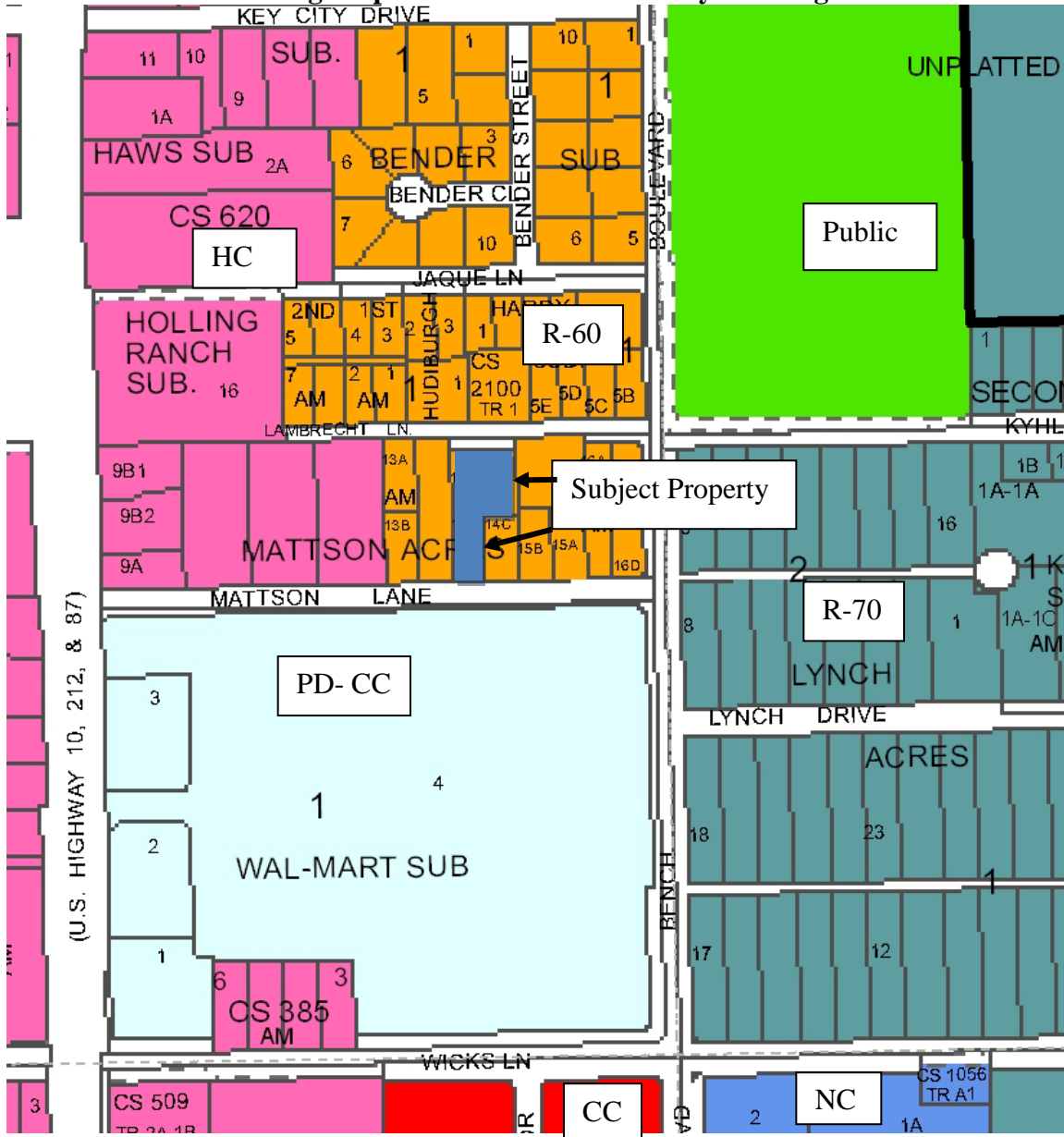
Applicant Letter

Letters of Opposition

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**Zoning Map – SR #887 – Multi-family dwellings**



Site photos – SR #887- Multi-family dwellings



Subject property

**Site photos – SR #887- Multi-family dwellings**



View from Mattson Lane



View of existing accessory buildings to be removed on Lot 14B

**Site photos – SR #887- Multi-family dwellings**



View of existing home on Lot 14C – 719 Mattson Lane



View from Lambrecht Lane – existing accessory buildings (left) on Lot 14B





## **Applicant Letter – SR #887 – Multi-family dwellings – Applicant letter**

### **In what ways is your proposal consistent with the goals and policies of the adopted growth policy?**

This project is consistent with the current growth policy on many levels however, the key points that correspond are Urban Sprawl, Neighborhood compatible development, and Public Safety.

Urban sprawl- This project is an efficient, conscientious use of public utilities and services. By employing unused developed real estate in housing neighborhoods that otherwise are and have been an economic drain to the public services and convert it to a paying asset that contributes to the public good.

Neighborhood compatible development is important in every community. This attractive new development provides a generous percentage of landscaped and irrigated open space not only for the residents but as separation between contiguous properties. Privacy will be offered with hedges and properly maintained privacy fences.

Public Safety is improved by adding a Fire Hydrant for neighborhood use. Traffic flow has been directed away from streets that should not handle the additional use and toward properly developed streets and roadways.

### **Why is there a need for the intended use of the property at this location?**

The Heights area has grown throughout the past several years. The new businesses and industries have created a need for new, clean, safe, attractive housing opportunities for the public that are conveniently located near the work place.

### **How will the public interest be served if this application is approved?**

The public are served by this attractive addition to the neighborhood and community through increased funds that contribute to the public services, utilities, and taxes generated from the improvements. By providing convenient housing that is reasonable, clean, safe and new for the employees that new businesses have attracted. The public safety is contributed to through adding a neighborhood Fire hydrant.

### **Prepare a written statement addressing what is intended to be done with the property including new construction or change in the use of the property, and why the special review is being sought.**

NHB, LLC proposes to improve the three R 6000 zoned lots legally described as lots 14A, 14B, and 14D of the Mattson Acres Subdivision by combining the stated lots into one lot addressed to 711 Mattson Lane. NHB would remove the existing outdated storage sheds and construct thirteen housing units and a manager's office. These neighborhood compatible, visually attractive improvements would divide into three structures. This special review has been sought to allow this number of units on the property to be approved for the R 6000 zoning designation.

## Special Review #887 – Letters of Opposition

City Planning and Zoning Department

Attn: Nichol Cromwell

510 N. Broadway, 4<sup>th</sup> Floor, Parnly Library

Billings, Montana 59101

Attention, City Planner, City Council Members:

This letter is to inform you of a firm opposition to the proposed zoning change in the Billings Heights.  
City Special Review #887, Project #10-600.

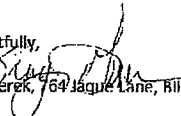
I am the property owner at 764 Jaque Lane. I purchased the property as an investment and to aid my retired mother in law in residential expense.

I am firmly opposed to any change in zoning in the area to accommodate a multi-family residential complex for the following reasons:

1. My property value could be substantially negatively impacted.
2. I purchased based on the single family and current zoning.
3. The street and road thoroughfares were not designed for this change in density.
4. The local schools will be further burdened by increasing population density through zone alteration.
5. The health and welfare of the community will be subject to added risk.
6. The infrastructure was not designed to accommodate increased residential density, to include, but not limited to water, sewer, power, road, services, and environment.
7. Certain legal actions facing the city, should zoning change be adopted.

Thank you for considering my position and objection to any such change in current zoning for the purpose of allowing multi-family residential construction. Please make this objection and the positions stated public. Feel free to contact me for any additional information.

Respectfully,

  
Larry Gerek, 764 Jaque Lane, Billings, Montana 59105 406-257-7055

Parmley Library  
Attn: Nichole Cromwell  
510 North Broadway, 4<sup>th</sup> Floor  
Billings, Mt 59101

SEP 30 2010

September 30, 2010

Re: Project #10-600, City Special Review #887-711 Mattson Lane, 712 & 716 Lambrecht Lane

To Whom it May Concern:

Please note this letter of opposition to the above proposed re-zoning on Mattson Lane and Lambrecht Lane.

I have been a resident at 764 Jaque Lane for about 12 years now, and we have been slowly trying to improve our property as well as are most of the neighbors around the area. With the damage received during the stormy Fathers' Day this year, we are all getting new roofs and new siding which will increase the value to our homes.

I took the trouble to drive by and look at the space about which the re-zoning is being planned, and I am certain that there is not enough room for another 13 residences along with the one or two vehicles, bikes, motorcycles, etc. that will surely come with each residence. Where will there be enough room for all the vehicles? Also Mattson Lane is directly across from the entrance to the Heights Wal Mart, and I can foresee the accidents and close calls that will ensue. Lastly, I feel that the number of residences planned will bring down the value of my home and make it impossible to be sold in a timely manner when it is put on the market.

Please rethink this disastrous re-zoning request. I'm sure my neighbors will think the same way.

Sincerely,



Linda M. Thomson  
764 Jaque Lane  
Billings, Mt 59105

OCT 13 2010

City Planning and Zoning Department  
510 N. Broadway, 4th Floor, Parmly Billings Library  
Billings, MT 59101

Re: Special Review # 887 -711 Mattson Lane, 712 & 716 – A special review request to allow two 4-plexes and one 5-plex, total of 13 dwelling units in a Residential 6,000 (R-60) zone on lots 14A, 14B and 14D of Mattson Acres Subdivision, a 28,902 square foot parcel of land at 711 Mattson Lane and 712 & 716 Lambrecht Lane. Tax ID CO1234, Richard and Mary Chapman, owners, and Ben Nistler, Agent.  
Attn: City Planner, City Council Members:

We heartily oppose Special Review #887 because we do not find that the proposed development is in keeping with the character and integrity of our neighborhood. We find that it violates the intent of both the 2007 Yellowstone County/City of Billings Growth Policy (YCCBGP) and the 2006 Heights Neighborhood Development Plan (HNDP) regarding protection of existing neighborhoods and preservation of neighborhood integrity. (notes follow)

We ask the council to maintain the existing Zoning R-6000 to preserve the quality of our neighborhood according to these Community Goals and Objectives.

While we understand the need for infill and the need to use existing infrastructure, the long-time residents of this neighborhood also require protection from inappropriate projects and zoning changes. We ask: Do the wishes of ONE builder supersede those of an entire neighborhood?

Allowing the construction of multi-unit apartments in what is essentially a single-family neighborhood establishes a dangerous precedent: Residents have no protection from aggressive builders to come and change the character of the neighborhood, despite what the residents feel is a better use for the property: to Maintain the existing one or two-family residences allowed by the R-6000 zoning. We are not opposed to two-family units on the lots, but feel that multi-units and apartment complexes are not consistent with our neighborhood.

It may be feasible, but not consistent with current land use. As stated at the City Zoning Commission meeting, "Just because apartments *could* be built on the property does not mean that they *should* be built."

There are a significant number of available properties in the area that would better accommodate the size of the apartment buildings than shoehorning them onto lots the size of a regular yard. (HNDP, Map of vacant properties, page 37)

The Community Goals and Objectives listed in the YCCBGP and the HNDP indicate that development should be primarily concerned with *existing land use* and *sensitive to the existing homeowners*.

We feel that the proposed apartment complex causes many issues in our neighborhood, as well as negatively affecting our property values. A list of these issues follows.

It was also mentioned in letters to the planning department that a zoning change could subject the city to litigation from landowners that purchased the properties under existing zoning.

The Unified City Zoning regulations, Article 27-1500, regarding the application process for special reviews, Section e: Establishes a radius of three hundred feet for notification of landowners.

- This radius essentially encompasses the entire Mattson Acres Subdivision neighborhood. Our neighborhood extends from Mattson Lane to Lambrecht Lane and from Main St to Bench Blvd. Lambrecht Lane is a dead end street. This is a long established, small, but well developed neighborhood with single-family or two-family homes on the lots. The previous variance (#1069) on the property subdivided the one large lot into four smaller lots, consistent with the existing lot sizes and (R-60) zoning in the neighborhood.

Supporting Documentation: (The applicable articles are highlighted in red.)

## **2008 Yellowstone County/City of Billings Growth Policy**

### **Chapter 3: Community Goals and Objectives (Page 6)**

#### **Land Use Element**

**1. ISSUE:** *Neighborhoods are experiencing pressures from new development and land use changes.*

**GOAL:** Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans.

**OBJECTIVES:** • Preserve neighborhood integrity. • Empower neighborhood groups.

**2. ISSUE:** *The current zoning ordinances and subdivision regulations do not always prevent incompatible uses in and adjacent to existing City neighborhoods and County townsites.*

**GOAL:** New developments that are sensitive to and compatible with the character of adjacent City neighborhoods and County townsites.

#### **OBJECTIVES:**

• Maintain a high quality of life for new and existing residents. • Reduce conflicts between neighbors.

#### **11. ISSUE: (page 8)**

*Neighborhoods provide the character and strength of the community and the quality of neighborhoods should be preserved.*

**GOAL:** *Preserve neighborhood character and quality of life.*

**OBJECTIVES:** • Empower neighborhoods.

#### **Aesthetics Element (page 8)**

**1. ISSUE:** *There are areas in the City and County that are unattractive and present a poor image of the community.*

**GOAL:** Visually appealing communities.

#### **OBJECTIVES:**

• Improve the image of the community. • Instill pride in the community. • Improve the quality of life for residents. • Preserve the community assets such as the Rimrocks, the Yellowstone River, the downtown and the major street thoroughfares.

**CHAPTER 4.1, LAND USE ELEMENT (Pg 41)** *“Residents should be involved in determining the best location for traditional land use patterns in their neighborhoods.”*

#### **CHAPTER 5.1, IMPLEMENTATION STRATEGIES:**

##### **LAND USE ELEMENT (pg 206)**

**ISSUE I: Neighborhoods are experiencing pressures from new development and land use changes.**

**POLICY I: Preserve neighborhood integrity by creating neighborhood plans that specifically address land use issues.**

**3. During the neighborhood planning process each neighborhood may develop its own recommendations to establish:**

- a. Minimum or maximum development densities
- b. Height of structures
- c. Maximum and minimum parking standards
- d. Appropriate regulations for allowed uses
- e. Architectural design standards

**4. Each neighborhood may define its boundary.**

**5. Increase enforcement of zoning and building permit requirements.**

**6. When considering land use applications support existing neighborhood plans.**

**2006 Heights Neighborhood Plan:** (Page 19)

**Issue: Residential Development**

**Goal:** To provide safe, good quality and affordable housing in the Heights. *Develop housing patterns that are compatible with existing neighborhoods. Encourage high density multi-family development along arterial routes. Maintain similar housing in established neighborhoods.*

**Objectives:** *To encourage infill development and housing development that meets residents' desire to have similar housing within their neighborhood.*

**Actions:** Develop an incentive program to developers that will encourage infill development consistent with the surrounding neighborhood. Work with the Community Development Division to identify grants to develop a housing infill program.

**Issue: Access to new developments for Emergency Service** (Page 14)

**Goal:** Provide safety for residents and development as it occurs. To lower emergency response times by providing easy access to emergency vehicles.

**Objectives:** Require through the subdivision process that new developments have sufficient access to and from the development.

There is mounting concern as growth continues in the Heights that subdivision developments do not have multiple accesses for emergency purposes. As long cul-desacs continue to be a trend for development, multiple emergency accesses need to be required to ensure public safety. These cul-de-sacs and second accesses need to be constructed to accommodate the turning radius of large emergency vehicles.

**Issue: Storm water drainage is inadequate in some locations of the Heights.** (page 15)

**Goal:** Safer streets by preventing large standing puddles or fast moving water.

In areas where storm water drainage is unavailable or inadequate, large standing puddles or areas that tend to have fast flowing water need to be addressed to prevent a child from drowning, being injured or causing property damage. This also causes problems for cars, trucks and emergency vehicles and personnel.

**Objectives:** To inventory and develop a list of areas where standing water and runoff is a problem. Develop a storm water plan and a process to mitigate this hazard.

**Actions:**

1. Work with City Engineer's Office to help develop a process for identifying and working a solution to these problem areas. This may be able to be accomplished through the completion of the Storm Water Drainage Plan that is being completed for the west side of the Heights.
2. Encourage the city to complete an updated Storm Water Plan for the east Heights.
3. Working through the Capital Improvement Plan process, identify time line to program improvements.
4. Promote the use of new technology to address storm water runoff and retention.

**ISSUES AGAINST THE SPECIAL REVIEW:**

Applicable Zoning History: Properties Listed are NOT comparable.

The City Zoning Commission special review lists the applicable zoning history surrounding properties as 1432 Bench Boulevard and 927 Bench Boulevard. These properties are on arterial routes and are NOT comparable to Mattson Lane, Lambrecht Lane and the surrounding neighborhood. Mattson and Lambrecht are not through streets: Mattson is *one block long*, and Lambrecht is a *dead end street*.

- 1432 Bench Blvd, The property is on the corner of Bench and Wicks Lane and is surrounded by a church,

the Heights Clinic, a veterinary clinic, the post office and Wal-mart. The special review was appropriate and consistent with the development of higher density properties along *arterial* routes. There is an adjacent property with similar multi-unit development. This location is far beyond the Mattson Acres Subdivision established radius.

- 927 Bench Blvd. The multi-family units infill vacant space between Bench Boulevard and mobile home park on Yellowstone River Road. The off-street development is served by a private drive and does not significantly affect the appearance of the surrounding neighborhood from the road and is in keeping with development of higher density housing along arterial routes. This development is over a mile away from Mattson Acres.

Arterial Routes: Mattson and Lambrecht are NOT arterial routes.

Mattson Lane is one block long and Lambrecht Lane is an unpaved, half-street with a dead end. Higher Density properties are NOT appropriate here because these are not arterial routes.

Mattson Acres Subdivision rests from Mattson Lane North to Lambrecht Lane.

Height of Buildings: Apartment buildings are NOT consistent with the neighborhood.

Most of the buildings in the subdivision and surrounding neighborhood are single-story or split entry height.

We feel that the height of the buildings is not consistent with the existing neighborhood, and will cause privacy issues and nighttime light pollution problems. The apartment tenants would be able to look right down into the neighboring yards and homes. The 5-plex unit would cause overshadowing of the adjacent landowner's property. There are no other apartment buildings in or near this subdivision. The closest large apartment building, Volunteers of America, is considerably further South of Wicks lane, beyond the shopping center, and sits just off Main Street, an arterial route. It is not in or near this neighborhood.

Setbacks: Appearance of apartments is NOT comparable with the existing neighborhood.

The orientation of the apartment units on the lots is not consistent with the single or two-family appearance of the existing structures in the subdivision. The blind ends of the apartments will be visible from the street, while the majority of the rest of the homes in the neighborhood are front-face to the street.

Parking: There is insufficient parking for the number of vehicles.

While the plan meets the *very minimum* parking requirements, the present number of parking spaces can only be achieved if the tenants were to park one car in the garage and another behind it, causing one car to have to move to get the other car out of the garage. It does not accommodate tenant's use of the garage for storage of bikes, four-wheelers or other belongings. The use of the garages for storage would further limit the number of parking spaces available. There is NO PARKING on the south side of Mattson Lane. There is also a fire hydrant planned, also restricting street parking. The overflow of cars will block parking in front of the residences on Mattson, or overflow onto Lambrecht Lane, which is not paved.

Lack of Street Development:

On Lambrecht lane, the proposed plan does not address issue of sidewalk development at the time of construction: YCCBGP states "In most cases, sidewalks are not required to be constructed at the time of subdivision, *but may be postponed until the lot is developed.*" (page 159) The proposal does not include any development for this street.

If tenants drive and park on Lambrecht lane, which is not paved, it will cause increased dust pollution, and the developer is not being required to do street improvements on that side of the development.

Water runoff issues exist at the intersection of Lambrecht and Bench Blvd. which will be exacerbated by the lack of pavement, curb and gutters and additional traffic. There are no storm drains in the vicinity, and flooding occurs on Bench Blvd between Lambrecht and Mattson. During storms, there are flood problems at this location, which cause problems for the homeowners. There is an existing crosswalk for school children at this intersection, which when flooded does not allow for safe crossing.

The residents have concerns that the storm water containment areas proposed for the property are insufficient, comprise a hazard, and attract mosquitoes. The amount of roof and pavement runoff during storms could easily overwhelm the shallow containment areas, resulting in possible damage to the adjacent properties. This lot is in the low point of the area. The residents believe that the area would be better served by a true storm sewer.

Traffic: Increased traffic and Emergency vehicles:

The development will significantly increase traffic on Mattson, which is the *only* vehicle access point into the proposed apartment complex. This is a minimum of 21 vehicles compared to 6 vehicles for a single or two-family structure, (per R-60 zoning).

The driveway is so narrow as to cause problems with emergency vehicles accessing the site.

In addition, the site plan could allow for an increase of foot traffic across the proposed property to Wal-mart, causing a potential traffic hazard of people crossing in the middle of the street where there is no crosswalk.

Traffic control medians on Main Street do not allow a free flow of traffic off Mattson Lane. They cannot turn left, and are restricted to turn right off of Mattson Lane. This results in drivers executing U-turns on Main Street. This is an additional traffic hazard.

Snow Removal: No place for snow pile.

Apartment residents will certainly want snow removed. There is absolutely no space in the lot for snow removal/pile. They'll likely push it out in to the street, causing additional traffic hazards and traffic flow problems.

Garbage: Dumpster placement inconsistent with neighborhood appearance.

The dumpster is placed in front of the five-unit apartment, on the street. This is an eyesore for the neighborhood.

Landscaping: Lots are virtually covered with pavement and apartments.

The apartments and paved parking cover a significant portion of the properties with little greenery. We do not feel that this is consistent with the "home and yard" appearance of the rest of the neighborhood.

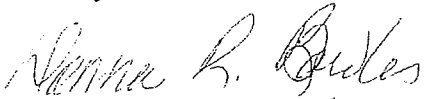
It is in light of the aforementioned issues that we request that the council deny special review #887.

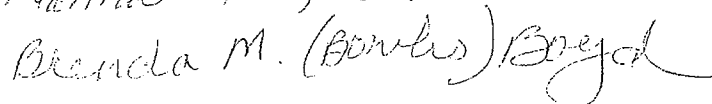
Thank you for your consideration.

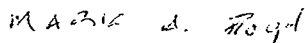
Donna R. Bowles (owner) 649 Mattson Lane

Brenda (Bowles) Boyd (owner) 649 Mattson Lane

Mark Boyd







## PETITION AGAINST SPECIAL REVIEW

**We the undersigned are against the following Special Review change:**

**SPECIAL REVIEW #887** - Re: Special Review # 887 -711 Mattson Lane, 712 & 716 - A special review request to allow two 4-plexes and one 5-plex, total of 13 dwelling units in a Residential 6,000 (R-60) zone on lots 14A, 14B and 14D of Mattson Acres Subdivision, a 28,902 square foot parcel of land at 711 Mattson Lane and 712 & 716 Lambrecht Lane. Tax ID CO1234, Richard and Mary Chapman, owners, and Ben Nistler, Agent.

**General Location:** Mattson Acres Subdivision, including Mattson Lane, Lambrecht Lane and Bench Blvd.

**Reasons:** SR #887 does not comply with the SR requirements: (see attached)

Does not comply with requirements, inconsistent with goals and objectives for Neighborhood development, and is incompatible with adjacent land use. Also, negatively affects street and road capacity, ingress and egress to adjoining streets, off street parking, fencing, screening and landscaping, building bulk and location, usable open space, lighting, noise, dust, light and other pollution.

NAME	ADDRESS	SIGNATURE
Brenda Bowles	649 Mattson Ln	Brenda Bowles
Dana R Bowles	649 Mattson Ln	Dana R Bowles
Paul Fowler	737 MATTSON	Paul Fowler
Vern Sipe	729 LAMBRECHT	Vernon E Sipe

Judy E Johnson	736 Lambrecht	Judy E Johnson
Eric Hardy	719 Lambrecht	Eric Hardy
Terry Hardy	719 Lambrecht	Terry Hardy
Marcia Wolfe	707 Lambrecht	Marcia Wolfe
John Spray	749 Mattson Ln	John Spray

Mary Ann Cleverger	707 Mattson Ln	Mary Ann Cleverger
Joe Cleverger	707 Mattson Ln	Joe Cleverger
Melissa Chevoni	744 Lambrecht Ln	Melissa Chevoni
Shantell Hill	754 Laque Ln	Shantell Hill
Stanley Chittell	642 Lambrecht Ln	Stanley Chittell

RECEIVED

OCT 15 2010

COUNTY COMMISSION  
PLANNING DEPARTMENT

①

NAME	ADDRESS	SIGNATURE
Shirley Chittell	143 Mattson Ln	Shirley Chittell
ELAINE HANSON	727 MATTSON	Elaine Hanson
MARK PELLE	640 Lambrecht	Mark Pelle
Misty PELLE	1040 Lambrecht	Misty Pelle

Jeff Bergsing	714 JAQUE Lane	Jeff Bergsing
Cheryl Weiland	1820 Bench Blvd	Cheryl Weiland
John Schermers	741 Lambrecht Ln	John Schermers TER
Brian Anttila	642 Lambrecht Lane	Brian Anttila
Brian Anttila	637 Mattson Lane	Brian Anttila

Emilie Huber	1135 Lambrecht Lane	Emilie Huber
Iris Hart	737 Lambrecht Ln	Iris Hart
Tim Model	631 MATTSON LN	Tim Model
Paul Makinen	1739 Main (9B1)	Paul Makinen
G&J Diesel	1739 Main (9B2)	



NAME	ADDRESS	SIGNATURE
Gayle Kanasick	703 Mattson Lane	Gayle Kanasick
Holly Forster	722 Lambrecht Ln	Holly Forster
Terri Lasich	643 Mattson Ln	Terri Lasich "renter 31 years"
Dallas Lasich	643 Mattson Ln	

Renter  
Renter  
"renter 31 years"  
"

Karen L. Robertson	627 Mattson Ln.	Karen L. Robertson
Melissa Fortin	719 Mattson Ln	Melissa Fortin

renter - 10 yrs  
renter




**Regular City Council Meeting**

**Date:** 10/25/2010

**TITLE:** Reconsideration of Proposed Alternatives, Inc., Special Review Settlement

**PRESENTED BY:** Tina Volek

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

On Sept. 27, 2010, the City Council rejected by a 5-3 vote a proposed settlement with Alternatives, Inc., in regard to a \$40,000 annual payment in lieu of taxes (PILT) that was a condition of approval for Special Review No. 813. The Council voted 7-2 at an Oct. 4, 2010, special meeting to reconsider its denial at the Oct. 25, 2010, Council meeting.

Special Review No. 813 permits Alternatives to operate a treatment program on the second floor of its facility called Passages, located in the former Howard Johnson Hotel on South 27th St. The PILT was added as a special condition during a May 22, 2006, Council meeting at which Special Review No. 813 was approved. Alternatives later challenged the legality of the condition and filed a lawsuit against the City, arguing that the PILT had no relationship to mitigating any potential negative land use impacts from the second floor program.

After discussion between the City and Alternatives staff, and consultation with the Council, it was determined that the best action would be for the Council to eliminate the PILT as a condition of special review approval in exchange for Alternatives agreeing to dismiss the lawsuit. In addition, each party would bear its own litigation costs and attorneys' fees, and all other special review conditions imposed on the facility would remain in place.

The Alternatives Board of Directors has agreed to the resolution and submitted two documents, which have been slightly modified by the City Attorney and are again attached and presented for approval by the City Council. The documents are: 1) a Settlement Agreement and Mutual Release that formally settles the case; and 2) a Stipulation and Order of Dismissal with Prejudice, which will be submitted to the presiding District Court Judge for approval and signature.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the settlement and dismissal of the case with prejudice; or
- Not approve the settlement and dismissal, which likely would result in the current Alternatives, Inc., lawsuit against the City going forward.

**FINANCIAL IMPACT**

The \$40,000 annual PILT payment to the City never has been made by Alternatives, Inc., so there would be no loss of actual revenue.

Finance reports that, in 2006, total property taxes for the site were \$24,393 for all taxing jurisdictions and \$26,035 for the original Downtown Tax Increment Financing District (TIFD), which expired in 2008, for a total of \$50,428. Of that, the City taxes on the parcel would have been \$5,760.54 and the City portion of that TIFD was also \$5,760.54, bringing the total City taxes to \$11,521.08.

If the lawsuit continues and Alternatives, Inc., prevails, the City could face legal costs for both parties and any damages and penalties determined by the Court.

### **RECOMMENDATION**

Staff recommends that the Council approve and authorize the Mayor and City Attorney to execute the Settlement Agreement and Mutual Release.

### **APPROVED BY CITY ADMINISTRATOR**

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#### **Attachments**

Alternatives Settlement Agreement

Alternatives Settlement Stipulation

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## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is made as of the date it has been signed by all of the parties hereto, including ALTERNATIVES, INC. (hereafter “Alternatives”), and the CITY OF BILLINGS (hereafter “City”).

### RECITALS

A. WHEREAS, Alternatives is a Montana nonprofit corporation with its principal office in Billings, Montana, and the City is a Montana municipality;

B. WHEREAS, on April 3, 2006 Alternatives submitted an application for special-review zoning approval to the City to relocate the Billings Assessment and Sanction Center (BASC) to the second floor of the old Howard Johnsons Express Inn at 1001 South 27<sup>th</sup> Street now known as Passages;

C. WHEREAS, on May 22, 2006 the Billings City Council approved Special Review #813 with four conditions, including the following:

1. “The applicant shall make an annual payment to the City of Billings in the amount of \$40,000 for as long as Alternatives, Inc. operates a facility at this location. This payment is in lieu of property taxes and is intended to fund improvements in the South Side Task Force area. The City Council shall decide each fiscal year how the \$40,000 shall be appropriated”;

D. WHEREAS, a dispute arose between Alternatives and the City concerning the legality of the \$40,000 payment condition, and Alternatives initiated a civil action captioned Alternatives, Inc. v. The City of Billings, Cause No. DV 06-1202, in the Montana Thirteenth Judicial District Court, Yellowstone County (hereafter “Civil Action”) seeking a determination that the condition is unlawful;

E. WHEREAS, the parties have now reached an agreement to resolve all issues of dispute between them involving the contested payment condition;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

**1. Recitals and Authority.** The Recitals stated above are true and correct, and are hereby incorporated into this Agreement.

**2. Settlement and Mutual Releases.** By this Agreement and effective immediately the City agrees to vacate and forever remove Condition No. 1 (quoted above) requiring an annual payment to the City of \$40,000. In exchange, Alternatives shall dismiss the Civil Action with prejudice. The approval of the special review zoning application and the remaining three conditions shall remain in full effect and are not modified by this Agreement. Neither party shall be required to take any further action other than approval of this Agreement to effect the removal of Condition No. 1. Alternatives and the City hereby mutually release each other from any and all existing or potential claims, liabilities, damages, or liens of any kind whatsoever resulting from or related to Condition No. 1, and neither party shall have any further obligation to the other concerning the condition. The parties' covenants made herein are being made as consideration to compromise a disputed claim and shall not be considered as an admission of liability.

**3. Scope of Releases.** Any release granted pursuant to this Agreement shall, in addition to releasing the party specifically identified as the grantee, also release the grantee's employees, attorneys, and agents. Any release included herein shall be fully binding and enforceable without regard to whether the subject claim or alleged liability is existing, known, potential, unknown, civil, criminal, regulatory, or contingent, and regardless of whether the damages arising out of or related to the claim or liability are known or unknown to the granting party.

**4. Stipulation of Dismissal.** After this Agreement has been executed, counsel for the parties shall file with the Clerk of District Court a stipulation requesting an order of dismissal with prejudice of the claims asserted in the Civil Action. Said stipulation shall be substantially similar to Exhibit A.

**5. No Additional Claims.** The parties represent that no additional claims of any kind or type are contemplated against any other party potentially liable for the losses, damages, and injuries for which any release is given pursuant to the terms of this Agreement. This representation applies to any claim that might be brought, asserted, assigned, encouraged, or assisted by the party granting the release or any other person or entity affiliated with or known to that party.

**6. Entire Agreement; Amendments.** This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. There are no restrictions, agreements, promises, warranties, covenants, or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may

be amended only by a written instrument duly executed by the affected parties or their successors or assigns.

**7. Specific Performance.** Each party acknowledges and agrees that the other party may be damaged irreparably if any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. Accordingly, each party agrees that in the event of a breach the other party shall be entitled to specifically enforce the terms of this Agreement, in addition to any other remedy to which it may be entitled at law or in equity.

**8. Attorneys' Fees.** The parties acknowledge that each party has incurred attorney fees and costs prior to the effective date of this Agreement and agree that each party shall pay their own attorney fees and costs. In the event that any party commences litigation to enforce the terms and conditions of this Agreement, or if any party is required to defend against any litigation or claim that has been improperly asserted in violation of the release or releases granted by this Agreement, each party shall bear its own attorneys fees, costs and related litigation expenses.

**9. Binding on Successors.** This Agreement shall be binding upon each party's successor, corporate affiliates, attorneys in fact, and assigns. The parties may not assign their rights or delegate their duties under this Agreement without the express written consent of the other party.

**10. Construction.** This Agreement has been jointly drafted by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, and not for or against any party based on authorship of any provision.

**11. Authority.** Any person who signs this Agreement on behalf of a party to the Agreement hereby certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement on behalf of the party.

**12. Counterparts/Facsimile Signature.** This Agreement may be signed using separate signature pages for each party without having original signatures on the same signature page, including separate signature pages received or delivered by facsimile.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

ALTERNATIVES, INC.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

THE CITY OF BILLINGS

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Cari Martin  
Its: City Clerk

**EXHIBIT A**

1 William A. Cole  
2 Cole Law Firm, PLLC  
3 3860 Avenue B, Suite C West  
4 Billings, Montana 59102-6273  
5 Telephone: (406) 294-5700

6 Attorneys for Plaintiff

7  
8 MONTANA THIRTEENTH JUDICIAL DISTRICT COURT,  
9 YELLOWSTONE COUNTY

10 ALTERNATIVES, INC.,

11 Plaintiff,

12 vs.

13 THE CITY OF BILLINGS,

14 Defendants.

Cause No. DV 06-1202

Judge: RUSSELL G. FAGG

15 **STIPULATION AND ORDER OF**  
16 **DISMISSAL WITH PREJUDICE**

17  
18  
19 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff  
20 Alternatives, Inc. and Defendant The City of Billings, through their respective  
21 counsel, that this action has been fully settled on the merits and all claims by and  
22 between these parties may be dismissed with prejudice and without costs or  
23 attorney fees to any party.  
24

25 Dated: \_\_\_\_\_

26  
27 WILLIAM A. COLE  
28 Attorney for Alternatives, Inc.

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Dated: \_\_\_\_\_

By: \_\_\_\_\_

C. BRENT BROOKS  
City Attorney

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
RUSSELL C. FAGG

**Regular City Council Meeting**

**Date: 10/25/2010**

**TITLE:** Approval of Cable Franchise Transfer from Bresnan to Cablevision

**PRESENTED BY:** Tina Volek

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

Cablevision Systems Corporation and Bresnan Broadband Holdings LLC petitioned the Federal Communications Commission on July 2, 2010, to merge and to transfer control of Bresnan Cablevision to Cablevision. Bresnan has a 5-year, non-exclusive television franchise agreement with the City of Billings that was approved by the City Council in 2008 and extends to May 2013. The franchise agreement gives the City the right to approve the transfer, as long as the city acts within 120 days of receipt of the transfer notice, or by Nov. 2, 2010. If the Council does not act, the application is deemed to be approved.

Cablevision is a publicly traded Delaware Limited Liability Company (LLC) with headquarters in Bethpage, NY. It reports that it serves about 3.1 million basic video subscribers in and around the New York City metropolitan area, making it the fifth largest cable operator in the United States, based on the number of subscribers. It also owns interests in companies that produce and distribute national entertainment and regional news programming, telephone and high-speed Internet business services, the Newsday newspaper and Madison Square Garden. Bresnan Communications also is a Delaware LLC with headquarters in Purchase, NY, that has holdings in Montana, Colorado, Utah and Wyoming. In addition to providing cable, telephone and Internet services in Billings, it operates a call center that employs approximately 400 people.

The City Administrator, City Attorney and outside special counsel, Joseph Van Eaton of Miller and Van Eaton, PLLC, of Washington, D.C., have engaged in extensive negotiations with Bresnan and Cablevision. An audit and a financial review of the proposed Billings transfer also were conducted by Front Range Consulting, Inc., of Castle Rock, CO. As a result, the following conditions of transfer tentatively were agreed to Oct. 15 by Bresnan and Cablevision:

- The City Council may, at its discretion, impose by resolution a 25-cent per month fee per subscriber solely for the use of Channel 7, in addition to the franchise fee currently being paid to the City. This is a right the City currently has;
- Bresnan will pay \$19,100 in 2007-09 franchise fees that the City questioned as a result of the audit;
- Channel 7 will go to High Definition television, with all line and equipment changes to be paid by Cablevision;
- Channel 8, the back-up channel for City programming, will become digital, with subscribers who need a box to convert the signal for older televisions to pay 99 cents a month for the box;
- Cablevision will extend "dark" business fiber lines to the Communications Center for 9-1-1 back-up of City-owned lines and to the Public Works Utilities Division at Belknap, where the City's GIS services are located;
- Cablevision will continue to upgrade/provide Internet and cable television services for the remainder of the franchise term without arguing inability to pay; and

- The franchise term will remain the same, with the City reserving the right to negotiate for other factors at its renewal.

Because the negotiations were so recently concluded, a resolution and transfer agreement still were being prepared by the parties the week of Oct. 18, and will be included in the Council Friday packet of Oct. 22, 2010.

### **ALTERNATIVES ANALYZED**

The City Council may:

- Approve the resolution and agreement;
- Deny the resolution and agreement, and allow the transfer to take effect without action;
- Deny the resolution and agreement, and petition the FCC for an extension of approval of the transfer on the grounds the application submitted in July was not complete.

### **FINANCIAL IMPACT**

The Bresnan franchise agreement produced about \$1.09 million to the City in Fiscal Year (FY) 2009 and \$1.135 million in FY 2010. That income level is expected to continue as long as the channel continues to grow or maintain its current level of service.

The 25-cent per-month fee would raise about \$7,500 monthly for Channel 7, based on 30,000 customers. That revenue is intended to be in addition to the funding the City provides to the channel from franchise fees.

The cost of the audit and financial report of \$5,750 is more than offset by the \$19,100 in back franchise fees to be paid by Bresnan.

### **RECOMMENDATION**

Based upon receipt of an appropriate resolution and transfer agreement, it is recommended that the City Council approve the transfer of the Billings cable television franchise from Bresnan to Cablevision.

### **APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting**

**Date: 10/25/2010**

**TITLE:** TIFD Accord Approval

**PRESENTED BY:** Tina Volek

**Department:** City Hall Administration

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**Information**

**PROBLEM/ISSUE STATEMENT**

The main topic at a September joint work session between the City Council and the Yellowstone County Board of Commissioners was a County-proposed Accord that addresses Urban Renewal Tax Increment Financing District (TIFD) formation and amendment. The Accord would create a committee composed of all 11 members of the City Council and all three County Commissioners. The 14-member committee would accept and review applications for the formation, modification or expansion of any TIFD. The committee would meet with the TIFD applicant(s), vote on the TIFD request and forward a recommendation to the City Council.

The City Council would retain the ultimate decision-making authority on the formation, expansion or renewal of any Urban Renewal TIFD and the expenditure of Urban Renewal TIFD funds as provided by Montana law.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the Accord as presented;
- Amend the Accord;
- Not approve the Accord.

**FINANCIAL IMPACT**

Approving the Accord would not have any direct financial impact on the City.

**RECOMMENDATION**

It is recommended that the City Council approve the Accord.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

TIFD Accord

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# TAX INCREMENT FINANCING DISTRICT COMMUNICATION ACCORD

This Tax Increment Financing District Communication Accord (“ACCORD”) is made and entered into on \_\_\_\_\_, 2010 (the “Effective Date”) by and between Yellowstone County, a political subdivision of the State of Montana (“County”) and the City of Billings (“City”).

## I. TERM & TERMINATION OF THIS ACCORD

This ACCORD shall be in effect for five (5) years from the Effective Date. Either party may terminate this ACCORD by giving the other party thirty (30) days written notice.

## II. BACKGROUND AND PURPOSE OF THIS ACCORD

- A. Development of a more informed and cooperative working relationship between the County and City.
- B. Establish a cooperative effort among the County & City and the citizens of Yellowstone County, with the mutual objective of enhancing economic development opportunities, promoting the ideals of sustainable industry, public infrastructure improvement, and fair, predictable land use decision-making.
- C. Encourage and foster free and open communication by and between the City Council, their staff and the County Commissioners and their staff.

## III. RELATIONSHIP OF THE PARTIES

- A. This ACCORD relates only to the cooperative efforts of the County and the City
- B. This ACCORD is not intended to create or constitute any joint venture, partnership, joint powers agency, or other formal organization of any kind.
- D. Nothing herein shall be interpreted to grant jurisdictional authority to the County over Urban Renewal Tax Increment Financing Districts (TIFDs”).
- C. No Party is authorized herein to act as the agent of the other.
- D. This ACCORD is not intended to create any benefits, rights or entitlements for persons or entities not a party to this ACCORD.

**IV. TAX INCREMENT FINANCING DISTRICT**

- A. The City Council shall have the ultimate decision making authority regarding formation, expansion or renewal of Urban Renewal TIFDs and any expenditure of Urban Renewal TIFD Funds as provided by the laws of the State of Montana.
  
- B. The County and City will form the TIFD Committee consisting of eleven (11) City Council members and three (3) County Commissioners which will comprise the fourteen (14) voting members of the committee. The TIFD Committee will accept and review applications for the formation, modification or expansion of TIFDs. Any subcommittee of this group shall consist of at least one County Commissioner. The TIFD Committee shall review and meet with the applicant, conduct a vote of the full committee, said vote shall then be send as an advisory recommendation to the City Council.

**XIII. NOTICE**

The Parties have identified the following individuals as point persons for all communication and coordination. Any notice required hereunder shall be provided in writing. City of Billings will be the City Administrator and Yellowstone County shall be the Chairman of the Commissioners.

**XIV. AUTHORITY AND EXECUTION**

Each Party represents that it has the authority to enter into this ACCORD and to perform the functions stated herein, and that the persons executing this ACCORD on their respective behalf are authorized by law, resolution or other requisite action of the Party's governing body.

**IN WITNESS WHEREOF**, the Parties hereto have executed this ACCORD on the dates indicated below.

**- - YELLOWSTONE COUNTY - -**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_,  
Chairman  
County Commissioners

**-- CITY OF BILLINGS --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas W. Hanel, Mayor  
"City"